

DOCKET NO. 173

| NUMBER | TERM | YEAR |
|------------|-----------------|-------------|
| <u>472</u> | <u>November</u> | <u>1960</u> |

Atlas Equipment Corporation, a
Pennsylvania Corporation

VERSUS

Reed Jacox, t/a/d/b/a
Jacox Coal Company

5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATLAS EQUIPMENT CORPORATION,
a Pennsylvania corporation

VS

No. 472 November Term, 1960

REED JACOX, trading as and
doing business as JACOX COAL
COMPANY

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

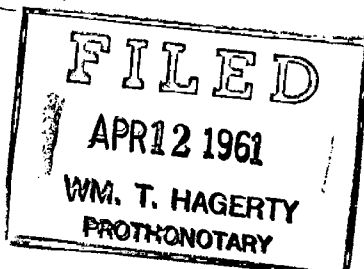
SIR:

Place the above case on the trial list for the next term
of court.

SMITH, SMITH & WORK

BY W. H. Smith
Attys. for Defendant

Dated: April 12, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|------------------------------|---|------------------------------|
| ATLAS EQUIPMENT CORPORATION, |) | |
| a Pennsylvania corporation |) | |
| |) | |
| VS |) | No. 472 November Term, 1960. |
| |) | |
| REED JACOX, trading as and |) | |
| doing business as JACOX |) | |
| COAL COMPANY |) | |

PLAINTIFF'S ANSWER TO NEW MATTER

AND NOW, to wit, March 3 /, 1961, comes Atlas Equipment Corporation, Plaintiff in the above captioned case, and makes answer to the New Matter averred in Defendant's Answer, as follows:

1. The averments contained in paragraph (1) under "New Matter" in Defendant's Answer are specifically denied as stated and on the contrary Plaintiff avers that on or about October 29, 1957 Defendant purchased from the Plaintiff one Used Lorain Model L-85 Dragline Serial No. 27120, together with equipment, "as is, where is" for a net price of \$59,370.00.

2. Plaintiff specifically denies that at the time of said purchase, it warranted the merchantability and quality of said dragline to the Defendants as being good workmanlike construction and good workmanlike material and on the contrary Plaintiff avers that it made no warranties whatsoever either express or implied and further avers that all warranties were specifically excluded by the terms of the sale of the equipment.

3. The averments contained in paragraph (3) under "New Matter" in defendant's Answer are admitted.

4. Plaintiff specifically denies that on or about December 6, 1957, very shortly after the Defendant commenced the operation of said machine, a gantry pin or other defect in the machine, which was unknown and unobservable by the Defendant,

caused the boom to fall and severe damage resulted to Defendant's machine and boom. Plaintiff avers that it is without sufficient knowledge or information to form a belief as to the truth of the averment that at the time of the alleged damage the machine was being properly operated and had been properly maintained by the Defendant because the means of proof thereof are within the exclusive control of the Defendant, an adverse party, and said averment is therefore denied and proof thereof at the trial of this case is demanded if the same be relevant and material thereto.

5. Plaintiff admits that Defendant advised Plaintiff of the damage to the machine but Plaintiff specifically denies that it agreed the same should not have occurred and agreed to repair said machine to the satisfaction of the Defendant at Plaintiff's own expense.

6. Plaintiff specifically denies that as a part of any agreement, it sent materialmen and purchased supplies, and accomplished said repairs and on the contrary Plaintiff avers that upon the request of the Defendant and at his expense, it supplied the labor and materials necessary to make said repairs and charged the cost thereof to the Defendant, which cost is included in the balance claimed to be due from the Defendant in Plaintiff's Complaint.

7. Plaintiff specifically denies that the Plaintiff's and Defendant's insurance company had some agreement as to sharing the cost of the repair of said machine and further specifically denies that the Defendant did not enter into any contract with the Plaintiff and that the Plaintiff did not look to the Defendant for the cost of repair to this machine.

WHEREFORE Plaintiff demands that Defendant's averments of "New Matter" in his Answers be dismissed.

Dan P. Arnold

Henry H. H. H. H.

Alvin H. H. H. H.
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, a Notary Public in and for the aforesaid Commonwealth and County, personally appeared Paul B. Reinhold, who, after being duly sworn according to law, deposes and says that he is President of Atlas Equipment Corporation; that as such, he is authorized to make this affidavit and that the averments contained in the foregoing Answer to New Matter are true and correct to the best of his knowledge and belief.

Paul Reinhold
Paul B. Reinhold

Sworn to and subscribed before me
this 31st day of March, 1961.

Edward J. France
Notary Public
Notary Public, Pittsburgh, Allegheny Co.
My Commission Expires October 30, 1963

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

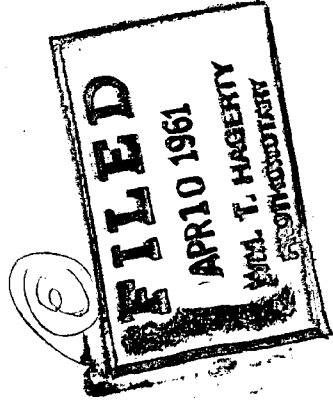
No. 472 November Term, 1960

ATLAS EQUIPMENT CORPORATION,
a Pennsylvania corporation,

VS

REED JACOX, trading as and
doing business as JACOX
COAL COMPANY

PLAINTIFF'S ANSWER TO NEW MATTER



Dan P. Arnold, Esq.
Chaplin & Arnold
Clearfield Progress Bldg.
Clearfield, Pennsylvania

Henry C. Herchenroether, Jr., Esq.
ALTER, WRIGHT & BARRON
2200 First National Bank Building
Pittsburgh 22, Pennsylvania.

*Filed 11 days of April 1961
accepted by copy Smith & Wark, Joseph P. Wark
clerk for defendants*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATLAS EQUIPMENT CORPORATION,
a Pennsylvania corporation

VS

REED JACOX, trading as and
doing business as JACOX
COAL COMPANY

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No. 472 November Term, 1960

A N S W E R

(1). The averments of Paragraph 1 are admitted.

(2). The averments of Paragraph 2 are admitted.

(3). The averments of Paragraph 3 are denied. Insofar as the amounts expended and the costs thereof, Defendant is without information or belief sufficient to answer the same, and demands strict proof thereof. Insofar as any request by the Defendant for the Plaintiff to perform these repairs, the same is denied. As the Plaintiff is aware, these repairs were made at the request and instance of the National Surety Company of New York, who at that time insured the Defendant's machine. It is further averred that the Plaintiff agreed with the Defendant to voluntarily repair this machine at Plaintiff's own expense because the same had recently been purchased and should not have broken down in the fashion it did.

(4). It is further averred that the Defendant is not indebted to Plaintiff in any sum, and it is denied there is any balance due the Plaintiff from the Defendant.

(5). The averments of Paragraph 5 are denied. Insofar as the reasonableness and fairness of the prices involved, the Defendant, after investigation, is without information or belief necessary to answer the same, and strict proof is demanded thereof.

It is denied the Defendant agreed to pay said prices, and it is further averred that the Plaintiff recognized the breakdown in Defendant's machinery as a breach of warranty of merchantability and voluntarily agreed to repair said machine to the satisfaction of the Defendant at the expense of the Plaintiff.

(6). It is admitted the Defendant has refused to pay to Plaintiff the sum of \$6,989.23. It is further averred, however, that said refusal is because the Defendant does not owe said sum to Plaintiff.

NEW MATTER

(1). On or about October 29, 1957, the Defendant did purchase from the Plaintiff one Lorain Model L-85 Dragline, Serial No. 27120, together with equipment, for a net price of \$59,370.00.

(2). It is averred that at the time of said purchase, the Plaintiff did warrant the merchantability and quality of said dragline to the Defendant as being good workmanlike construction and good workmanlike material.

(3). Said machine was delivered to the Defendant in Clearfield County and he began to operate the same in his business of coal stripping.

(4). On or about the 6th day of December, 1957, very shortly after the Defendant commenced the operation of said machine, a gantry pin or other defect in the machine, which was unknown and unobservable by the Defendant, caused the boom to fall and severe damage resulted to Defendant's machine and boom. At the time of said damage, the machine was being operated properly, and had been properly maintained by the Defendant.

(5). After said damage, the Defendant communicated this fact to Plaintiff, and Plaintiff agreed that the same should not have occurred and further agreed to repair said machine to the satisfaction of the Defendant at Plaintiff's own expense.


(6). As part of this agreement, the Plaintiff sent materialmen and purchased supplies, and accomplished said repair.

(7). The Defendant avers, on information and belief, that the Plaintiff and Defendant's insurance company had some agreement as to sharing the cost of the repair of said machine, but it is further averred that the Defendant did not enter any contract with the Plaintiff and the Plaintiff did not look to the Defendant for the cost of repair to this machine.

WHEREFORE, it is denied Defendant is indebted to the Plaintiff in any sum.

SMITH, SMITH & WORK

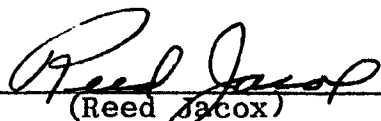
BY



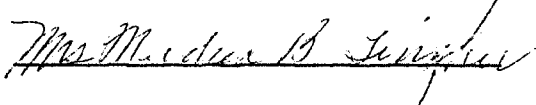
Attys. for Defendant

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD : **SS**

REED JACOX, being duly sworn according to law,
deposes and says the facts set forth in the foregoing Answer and
New Matter are true and correct to the best of his knowledge,
information and belief.


(Reed Jacox)

Sworn and subscribed to
before me this 7th day
of February, 1961.



NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

Amended

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

No. 472 November Term, 1960

ATLAS EQUIPMENT CORPORATION

VS

REED JACOX, t/d/b/a
JACOX COAL COMPANY

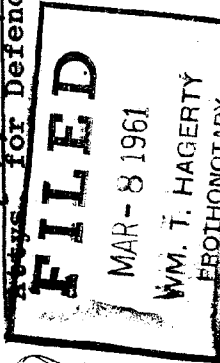
ANSWER and NEW MATTER

TO THE WITHIN PLAINTIFF:

You are hereby required to
file defensive pleadings to
the within New Matter within
twenty days from service
hereof.

SMITH, SMITH & WORK

BY *W. J. Smith*
Attys. for Defendant



SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

3-8-61
Dated
H. J. Smith
Att. for Def.

Lap-over Margin

Affidavit of Service

Atlas Equipment Corp

vs.

Reed Jacox, trading and doing
business as Jacox Coal Company

No. 472 November Term, 19 60

Complaint

Returnable within _____ days
from date of service hereof.

NOW January 27, 61 at 1:40 P.M.

served the within Complaint

on Reed Jacox, trading and doing business as Jacox Coal Company
at place of business and residence, 702 Crozier Avenue, Clearfield, Pa.

handing to Mrs. Helen Jacox an adult member of the family being the
wife of Reed Jacox
a true and attested copy of the original Complaint and made

known to her the contents thereof.

Costs, Sheriff Ammerman \$7.00
(Paid by Atty Arnold)

Sworn to before me this 30th
day of January A. D. 19 61

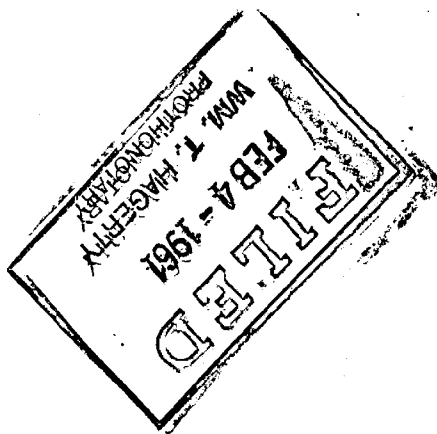
So answers,

Charles G. Ammerman

CHARLES G. AMMERMAN

Prothonotary

Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATLAS EQUIPMENT CORPORATION,
a Pennsylvania corporation

VS

REED JACOX, trading as and doing
business as JACOX COAL COMPANY

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:

No. 472 November Term, 1960

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter our appearance on behalf of the Defendant
in the above entitled case.

SMITH, SMITH & WORK

BY

W. U. Smith
Attys. for Defendant

IN THE COURT OF COMMON PLEAS OF OHIO, COUNTY OF CUYAHOGA

IN RE: THE ESTATE OF JAMES H. HARRIS, DECEASED
ADMINISTRATOR

VS. THE CUYAHOGA COUNTY BOARD OF SUPERVISORS

FILE NO. 100-100000-000000
JAMES H. HARRIS, DECEASED
ADMINISTRATOR

FILE NO. 100-100000-000000

TO THE HONORABLE JUDGE OF THE COURT

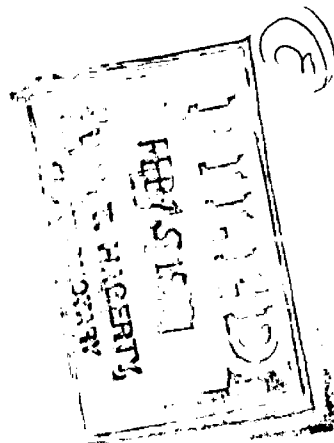
SHIRLEY

IN RE: THE ESTATE OF JAMES H. HARRIS, DECEASED

ADMINISTRATOR

FILE NO. 100-100000-000000

ADMINISTRATOR



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ATLAS EQUIPMENT CORPORATION, a)
Pennsylvania Corporation,)
Plaintiff)
vs.)
REED JACOX, trading as and)
doing business as JACOX COAL)
COMPANY,)
Defendant)

No. 472 Nov. 1960

C O M P L A I N T

ATLAS EQUIPMENT CORPORATION, a Pennsylvania Corporation, Plaintiff, brings this action in assumpsit to recover the sum of SIX THOUSAND NINE HUNDRED EIGHTY NINE and 23/100 (\$6,989.23) Dollars, together with interest at the rate of Six (6%) per centum per annum from June 1, 1958, from REED JACOX, trading as and doing business as JACOX COAL COMPANY, Defendant, upon a cause of action of which the following is a statement:

1. Plaintiff is Atlas Equipment Corporation, a Pennsylvania Corporation, having its principal place of business at 635 Ridge Avenue, Pittsburgh, Allegheny County, Pennsylvania.

2. Defendant is Reed Jacox, trading as and doing business as Jacox Coal Company, whose address is 702 Grover Avenue, Clearfield, Clearfield County, Pennsylvania.

3. During the period beginning October 10, 1957, and ending March 25, 1959, Plaintiff, at the oral instance and request of the Defendant, sold and delivered to the Defendant certain spare parts and in some instances the labor necessary to install the same in Defendant's equipment in the total amount of \$7,223.20 as more fully described on the true and correct copies of Plaintiff's invoices, attached hereto, made part hereof and marked Exhibits "A-1"

4. Defendant has made a payment in the amount of \$50.72 cash to the Plaintiff, and Plaintiff has allowed credits in the total amount of \$183.25 as shown on the true and correct copies of Plaintiff's memoranda attached hereto, made part hereof, and marked Exhibits "B-1" and "B-2", leaving a balance now due and owing of \$6,989.23 as shown on Plaintiff's statement of account attached hereto, made part hereof and marked Exhibit "C".

6. Although the Plaintiff has made frequent demand upon Defendant for the payment of said total amount of \$6,989.23, Defendant has refused and continues to refuse to pay the same or any part thereof.

Dan F. Arnold
 Henry Huchenshaw
 Atty. Wright & Saxon
 Attorneys for Plaintiff

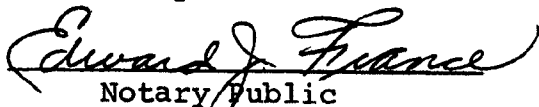
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

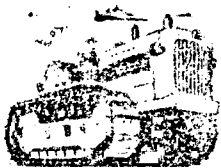
Before me, a Notary Public, in and for said Commonwealth and County, personally appeared M. J. KEANE, who, after being duly sworn according to law, deposes and says that he is Assistant Treasurer of Atlas Equipment Corporation; that as such, he is authorized to make this Affidavit and that the averments contained in the foregoing Complaint are true and correct to the best of his knowledge and belief and that the copies of the invoices and statement of account attached to the Complaint are true and correct copies of the originals thereof.



M. J. Keane

Sworn to and subscribed to
before me this 16 day
of January, 1961.


Notary Public
Notary Public, Pittsburgh, Allegheny Co.
My Commission Expires October 30, 1963



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED 10-4-57

Jacob Coal Co.
702 Groves Ave.
Clearfield, Penna.

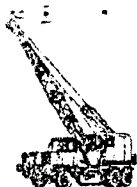
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|----------------------|----------|---------------|--|---------------|--|----------------|-------------|-------------------|--|
| dr | | F.O.B. | | 22ndville, Pa | | VIA | | 5 11ed For | |
| CUSTOMER'S ORDER NO. | | OUR ORDER NO. | | INVOICE DATE | | INVOICE NO. | | TERMS | |
| RR 3194 | | 10-10-57 | | RR 2616 | | 10-10-57 | | 10 Days on 330.72 | |
| QUANTITY | PART NO. | DESCRIPTION | | | | UNIT PRICE | TOTAL PRICE | | |
| 1 | 0 7993 | Adj. Screw | | | | | 27.14 | | |
| 1 | 9770 | Nut | | | | | 9.61 | | |
| 1 | 97996 | Adj. Screw | | | | | 13.97 | | |
| | | | | | | | 50.72 | | |
| | | | | | | Pa. Sales Tax. | 1.53 | | |
| | 1 | | | | | | 52.25 | | |
| | | | | | | Pl 10-16 | 50.72 | | |
| | | | | | | Bal 11/16 | 4.53 | | |
| | | | | | | Pl 10-16 | | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-1

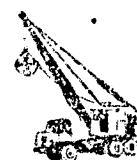


ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED 11-1-57

Jacox Coal Co.
702 Grever Ave.
Clearfield, Penna.

SHIPPED TO

~~Scora~~

F.C.B.

Brockville, Pa

VIA

PP

dr

CUSTOMER'S ORDER NO.

OUR ORDER NO.

INVOICE DATE

INVOICE NO.

TERMS

DR 3363

11-7-57

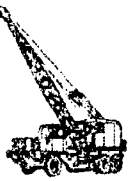
DR 2797

1% 10 Days on \$5.57

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|-------------|-----------------|-------------|
| 1 | # 6 | Oilier | | \$5.57 |
| | | | PP..... | .35 |
| | | | | \$5.92 |
| | | | Pa. Sales Tax.. | .17 |
| | | | | 6.09 |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-2



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED 11-12-57

Jesse Coal Company
702 Grover Ave.
Clearfield, Penna.

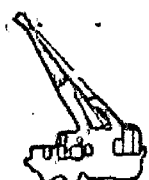
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| CIX | | P.O.D. Brookville, Pa. | | VIA Called For | |
|----------------------|---------------|------------------------|-------------|------------------------------|-------------------------|
| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS | |
| | BR 3493 | 11-15-57 | BR 2866 | 12 10 Days on \$1.31 Only | |
| QUANTITY | PART NO | DESCRIPTION | | UNIT PRICE | TOTAL PRICE |
| 1 | D 19008 A | Horn | | | 3.31 |
| | | Pa. Sales Tax..... | | | 1.19 3.41 |

IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.

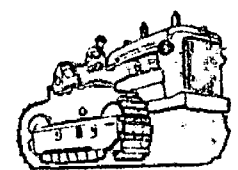
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-3



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



DATE SHIPPED **11-15-57**

SOLD TO

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

SHIPPED TO

F.O.B. **Pittsburgh, Pa.**

VIA **Collected**

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|-----------------|-------------|----------------|
| | 155 | 11-12-57 | 1003 | 10 days |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|---------------|--|-------------|--------------|
| 1 | 8 2713 | Let for Doyle Com. Link | 2.25 | 0.20 |
| | 9 43 | | | 5.63 |
| | | Machine | | 11.43 |
| | | | | 1.00 |
| | | | | 1.00 |
| | | | | 1.00 |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT **A-4**



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED **11-16-57**

Jones Coal Company
702 Grover Avenue
Clearfield, Penna.

SHIPPED TO

FOR **Brookville, Pa.**

VIA **Called For**

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|----------------|-----------------|----------------|--|
| CRM | BA 3591 | 11-24-57 | BA 2886 | 12 10 Days on \$354.22 Only |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--|-----------|-------------|------------|-------------------------|
| IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | | | |
| 1 | 96 | Oilier | | 5.57 |
| 1 | T 1045 | Chain | | 316.58 |
| 1 | T 1115 | 7 P Chain | | 11.92 |
| 1 | T 3703 | 4 P Chain | | 12.03 |
| 2 | T 3712 | New Links | 2.26 | 4.52 |
| 1 | Qand. 434 | Links | | 4.60 |
| | | | | <u>354.22</u> |
| | | | | Pa. Sales Tax... |
| | | | | <u>10.03</u> |
| | | | | 364.25 |
| 1 | | | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-5



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA
ALLEGHENY 1000



SOLD TO

Jones Coal Company
702 Grover Ave.
Clarksfield, Penna.

DATE SHIPPED 12-10-37

SHIPPED TO

6781

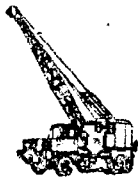
P.O.B. Export, Pa.

VIA Slides

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE NO. | TERMS | |
|----------------------|---------------|------------------|---------------------------|-------------|
| | BA 3512 | BA 2089 | 10 Days on \$3.76 only | |
| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
| 1 | 0-2147 | Red | | 5.17 |
| 1 | D 2036 | Washer | | .03 |
| 2 | X 9819 | Spring Control | .95 | 1.90 |
| 1 | 0-5036 BX | Bolt & Nut | | 1.36 |
| | | | | 8.76 |
| | | Pa. Sales Tax... | | .27 |
| | | | | 8.03 |

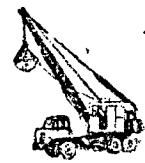
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-6



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

Jaxon Coal Co.
702 Grover Avenue
Clearfield, Penna.

DATE SHIPPED 11-25-57

SHIPPED TO

OUR

F.O.B. Brookville, Pa.

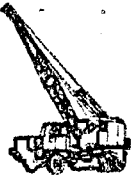
VIA Gladio

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|------------|
| | BA 3578 | 11-29-57 | BA 2026 | 11 10 days |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|-------------|------------|-------------|
| 1 | D 8003 A | Reco | | 3.20 |
| | 1 | | | #2 |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OF OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

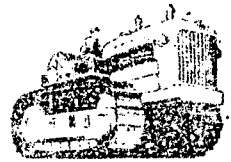
EXHIBIT A-7



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000

R.A. GLAS



SOLD TO

DATE SHIPPED 12-10-57

Jacox Coal Company
702 Crozier Ave.
Clearfield, Pa.

SHIPPED TO

Same

CMA

P.O.B. Pittsburgh, Pa.

Via Loeutz & Joyce, Collect

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|------------------------|
| | S.O. 8542-2 | 12-17-57 | N 41611 | 2% 10 Days on \$950.00 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|--|------------|-------------|
| | | IF ACCOUNTS ARE NOT PAID WITHIN THE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | | Item 26P1078 Vertical Gantry, Spec. R62972. | | |
| | | P.O.B. Lorain, Ohio | | 950.00 |
| | | Pennsylvania Sales Tax | | 28.50 |
| | | | | 978.50 |
| | | The Above for Lorain L. Co Dragline Serial #27120. | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-8

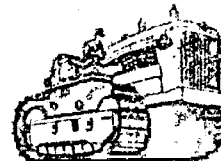


ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA

ALLEGHENY 1-8000



SOLD TO

DATE SHIPPED 12-10-57

James Coal Company
100 Commerce Ave.
Clearfield, Pa.

SHIPPED TO

Same

0231

F.O.B. Pittsburgh, Pa.

VIA

Motor Freight
Kawden & Jorgensen

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO | TERMS |
|----------------------|---------------|--------------|------------|----------------------------------|
| | O.O. 0042-3 | 12-26-57 | N 02950 | Net Cash upon Receipt of Invoice |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|---|------------|-------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| | | To charge your account for Freight Unright covering delivery of Item 2571073 Vertical Conveyer for Loran Model L-43, Serial 027120, from Loran, Ohio to Clearfield, Pennsylvania. | | 120.02 |
| | | Copy of Freight Bill attached. | | |

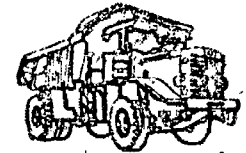
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-9



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED 12-20-57

Jacob Coal Co.
702 Grover Ave.
Clearfield, Penna.

SHIPPED TO

Boys

F.O.B.

Brookville, Pa

VIA

Called For

| dr | | OUR ORDER NO. | | INVOICE DATE | INVOICE NO. | TERMS | |
|----------------------|-----------|-----------------------|--|--------------|-------------|-------------|--|
| CUSTOMER'S ORDER NO. | | DR 3767 | | 12-31-57 | DR 3055 | 12 | |
| QUANTITY | PART NO. | DESCRIPTION | | | UNIT PRICE | TOTAL PRICE | |
| 1 | 901 F 321 | 3 1/2 Cyl. Repair Kit | | | | 37.17 | |
| | 1 | | | | | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-10



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

ALLEGHENY 1-5000



PAGE 01

DATE SHIPPED 12-31-57

SOLD TO

Jarox Coal Company
702 Grevor Ave.
Clearfield, Penna.

SHIPPED TO

ROUTE 301

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--|-----------|-------------------------|------------|-------------|
| Service men's time and mileage to make the necessary repairs to the subject unit. New parts that were installed are listed out below. 1-25, Serial #27120..... | | | | |
| | | LOGISTICS PERSONNEL.... | | 384.90 |
| | | ERLICKI CHARLTONS..... | | 59.33 |
| | | | | 37.39 |
| PARTS FROM ATLAS STOCK: | | | | |
| 1 | B-38474 A | Roll | 310.38 | |
| 1 | C 38475 | Cover | 60.57 | |
| 3 | A 38476 | Ball | 15.12 | 45.36 |
| 1 | A 38481 | Filler | | .58 |
| 1 | C 38546 | Panel | | 53.71 |
| 1 | B 38477 | Sash | | 100.17 |
| 1 | C 38472 | Sash Roller | | 65.05 |
| 1 | E 38473 | Sash | | 60.27 |
| 1 | C 38470 | Sash | | 51.58 |
| 1 | C 38469 | Sash | | 47.25 |
| 1 | B 38468 | Front Enclosure | | 170.21 |
| 1 | C 38519 | Front Post | | 14.81 |
| 1 | C 38520 | Panel | | 23.00 |
| 1 | A 28405 | Flu | | 143.96 |

(CONTINUED)

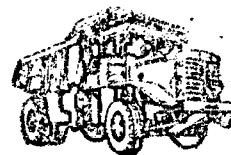
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT. REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-11



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA
ALLEGHENY 1-6000



PAGE 02

SOLD TO

DATE SHIPPED 12-21-57

Jensen Coal Company
702 Gower Ave.
Clarksfield, Penna.

SHIPPED TO

ROAD JOB

GM

F.O.B. Pittsburgh, Pa.

VIA J. Bablonski

CUSTOMER'S ORDER NO.

OUR ORDER NO.

INVOICE DATE

INVOICE NO.

TERMS

SS 52699-40R 4309

12-31-57

N 42399

1% 10 Days
on \$1,346.25 (only)

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-------------------------|--|---------------|-----------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | PARTS CONTINUED: | | | |
| | A 14387 | Glass 1st and | 20.74 | |
| 1 | B 14443 | Front Endlosure | <u>170.21</u> | <u>1,346.25</u> |
| | | | | 1,827.87 |
| | 1- | 1,346.25 | | |
| | 1.1 | 384.70 | | |
| | | 59.33 | | |
| | 405- | | | |
| | 536-4 | 37.34 | | |
| | | | 2 | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

J. M. B.

| ORDERED | SHIPPED | BACK ORDER | PART NUMBER | DESCRIPTION | UNIT PRICE | EXTENSION |
|---------|---------|------------|----------------------------|--|------------|-----------|
| | | | | Mechanics time to steam clean old head inorder to find crack. After finding crack cleaned up new head,faced valves,removed nozzles and cleaned them up,laped valves and assembled them in new head,put in new precups and assembled nozzles on head. | | |
| 11/58 | 3.5 hrs | | Mechanics time | | 5.25 | 18.38 |
| | | | Parts per attached sheets. | | | 446.75 |
| | | | | | Total | 465.13 |

9-14-58

EXHIBIT A-12

55

[illegible]

DATE 2/11/58

WORK ORDER # WPSL 6040

OWNER Jacox Coal Penna.

ADDRESS Clearfield, Pa.

CUSTOMER'S ORDER #

PHONE #

MACHINE I.H.C.

MODEL # 470-28

SERIAL # 1637

ENGINE #

RECEIVED VIA

DELIVERED VIA

ESTIMATED COST \$ 700

CREDIT APPROVED BY Ralph Greist.

MECHANIC'S HOURS

WELDER'S HOURS

WORK TO BE DONE: ~~WHILE ON LINE~~ Mechanics time to ~~XXXXXXXXXX~~ steam clean old to find crack. ~~XXXXXXXXXX~~ Cleande up new head, laped valves, removed nozzles and cleane them up, laped valves in and assembled them in head and put in new precupsx and assembled nozzles on new head.

PARTS & LABOR

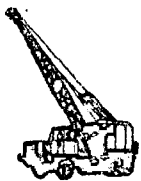
COMPLETED

WORK AUTHORIZED BY

TITLE/POSITION

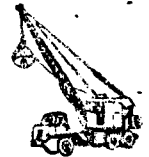
DATE

2-12-58 C.P. Reichert



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6060



DATE SHIPPED **12-10-57**

SOLD TO

Jones Coal Co.
702 Crown Ave.
Clarkfield, Penn.

ADDITIONAL BILLING

ROAD JOB

SHIPPED TO

F.O.B. **Pittsburgh, Pa.**

VIA **Brown's Express**

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|-----------------|----------------|-------------------|
| | 4209 | 12-31-57 | N 42315 | 12 10 Days |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|--|------------|---------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | | ADDITIONAL BILLING FOR THE FOLLOWING: Item 1 70214, Part 0D-31844A, 25 ft. Base Section of Item D-1 Crown Dism. F.O.B. Pittsburgh, Pa. The above for Brown's Model L-03 Draglines, Serial 027123 and is to be included in PO# 4209. | | 939.10 |
| | | Uda-1 | 2 | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-13



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED

6-16-58

James Coal Co.
702 Center Avenue
Glendonfield, Pa.

SHIPPED TO

By

F.O.B.

VIA

Pal Pittsburgh, Pa. Collet Ser
CUSTOMER'S ORDER NO. OUR ORDER NO. INVOICE DATE INVOICE NO. TERMS
JR 6006 6-23-58 JR 4502 12-10-58

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-------------|--|------------|-------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | G 28772 ENI | Center Shaft | 520.05 | 520.05 |
| 1 | 6646 | Endring | 55.91 | 55.91 |
| 2 | D 7474 | Endring | 65.05 | 130.10 |
| | | | | 606.06 |
| 1 | | | | |
| | | (S) PA SALES TAX _____ USE _____ (U) REGISTRATION NO. _____ EXEMPT. CLASS. CODE (ATLAS) _____ | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-14

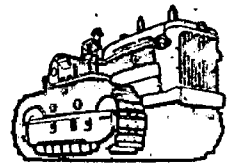


ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO

John Carl Gentry
123 Green Lane
Chardwick, Pennsylvania

DATE SHIPPED

10/01/50

SHIPPED TO

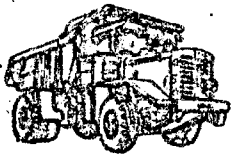
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F.O.B. *Pittsburgh*

VIA *Parcel Post*

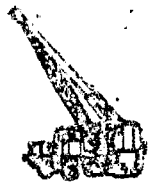
| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
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| | <i>0 001A</i> | <i>10/24/50</i> | <i>12 51577</i> | <i>15 10 days in 25.10</i> |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
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| IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | | | |
| 2 | 44 1 02 | Roller | 6.00 | 12.00 |
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| 2 | 44 1 01 | Roller | 1.00 | 2.00 |
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ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO **JAYCOX COAL CO**
CLAZARFIELD, PENNA.

DATE SHIPPED **10/24/58**

SHIPPED TO **same**

F.O.B.

PITTSBURGH

VIA

CREWING

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|----------------|-----------------|----------------|-----------------------------|
| | Q 87168 | 10/24/58 | R 56752 | 12 10 days on 359.25 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|-----------|--------------|--|---------------|---------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | 8450 | Drum | 320.85 | 320.85 |
| 12 | 08010 | Bolt | 3.20 | 38.40 |
| | | | | 359.25 |

01

exempt #2

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

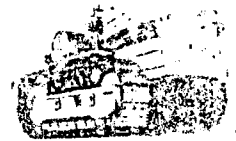
EXHIBIT *A-16*



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

ALLEGHENY 1-6000



DATE SHIPPED 10/22/58

SOLD TO Jacob Coal Co.
702 Grover Avenue
Clearfield, Penna.

SHIPPED TO SAME

F.O.B.

Pittsburgh

VIA

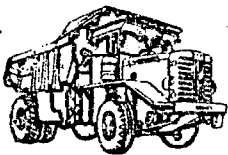
PP

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|--------------------|
| djh | D 59486 | 10/26/58 | A-56922 | 1.10 days on 25.50 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|----------|-------------|------------|-------|
| 12 | A 29126 | Cap Screw | 1.09 | 12.04 |
| 12 | B 2957 | Lockwasher | .10 | 1.20 |
| 12 | D 3676 | Nut | .15 | 1.80 |
| | | PP | | 15.04 |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE, IT MUST BE SO ADVISED WITHIN 30 DAYS AFTER RECEIPT OF GOODS.

EXHIBIT A-17

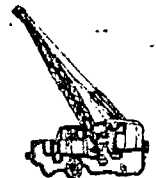


ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO **Jaxon Coal Co.**
702 Grover Avenue
Clearfield, Penna.

DATE SHIPPED **10/29/58**

SHIPPED TO **SAME**

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-----------|-------------|------------|--------------|
| 1 | * 07013 | Eyebolt | | 6.75 |
| 1 | * 07012 | Eyebolt | | 6.75 |
| 1 | 001" X 2" | NCCB | | .98 |
| | | | | 14.48 |

IF ACCOUNTS ARE NOT PAID, A 1% DUE CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE

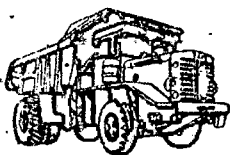
PA. SALES TAX _____
USE _____
REGISTRATION NO. _____
EXHIBIT CLASS CODE (ATLAS) 2

1 - 13.50
25 - .98

#250
#100

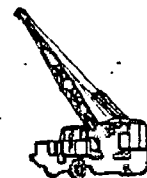
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-19



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO **Jones Coal Co.**
702 Grover Avenue
Clearfield, Penna.

DATE SHIPPED **10/29/58**

SHIPPED TO **SAME**

F.O.B.

Druckville

VIA

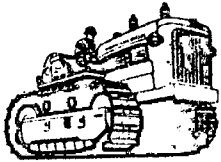
Colled For

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|----------------|----------------|----------------|-------------------|
| dib | 6459 BR | 11/7/58 | Br-5371 | 12 10 days |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-------------|--|--------------|---------------|
| 2 | 0127 | Dushing | 57.80 | 115.60 |
| | 01 | PA. SALE TAX REGISTRATION EXEMPT. CLASS. CODE (ATLAS) | | |

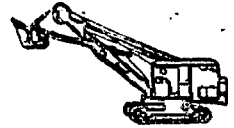
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT **A-20**



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

Lee Coal Company
702 Green Ave.
Clearfield, Pa.

DATE SHIPPED

11-5-50

SHIPPED TO

F.O.B.

Dunsville

VIA

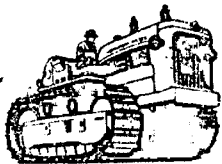
Will Call

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|---------------|----------------------------|
| <i>8000</i> | 6916 <i>□</i> | 11-4-50 | <i>□</i> 9047 | 18 10 Days <i>ca</i> 18.95 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|-----------------------|--|------------|------------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | 295440151 | Duch. | | 17.25 |
| 1 | 29072301 | Keeper | | 7.40 |
| 2 | 5/0 x 1 1/2 | BC C/S | .13 | .26 |
| 2 | 5/8 | L/U | .02 | .04 |
| | | | | 74.95 |
| | | | | 74.95 |
| | <i>Qty 02 - 74.65</i> | | | |
| | <i>Qty 025 - .30</i> | | | |
| | | PA. SALES TAX | | |
| | | REGISTERED | | |
| | | EXEMPTED FROM SALES TAX | | |

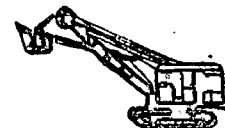
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE

EXHIBIT *A-21*



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-8000



SOLD TO

Jacobs Coal Company
702 Greiner Ave.
Clearfield, Pa.

DATE SHIPPED

11-6-55

SHIPPED TO

Sumo

F.O.B. Brookville

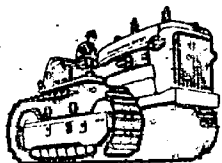
VIA P.P.

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|---------------------|
| | 6519 DR | 12-4-55 | BR 5546 | 11 10 Days on 27.30 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|--|------------|--------------|
| 2 | 5120 | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| | | U Bolts w/Nuts | 13.65 | 27.30 |
| | | P.P. & Ins. | | 1.02 |
| | | | | <u>28.32</u> |
| | Line 01 | | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-22

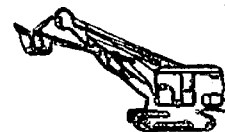


ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO

Jones Coal Company
702 Center Ave.
Glencreek, Pa.

DATE SHIPPED

11-6-53

SHIPPED TO

F.O.B.

Brookville

VIA

P.P.

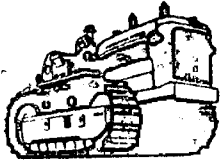
| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|---------------------|
| | 6520 BR | 12-4-58 | IN 5949 | 17.10 Days on 10.90 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|-------------|------------|-------------|
| 2 | T 1310 | Bushings | 5.25 | 10.50 |
| | 14mm OI | | | |

IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

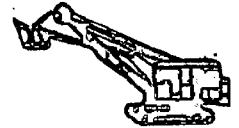
EXHIBIT A-23



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO

Iron Coal Company
702 Green Ave.
Clearfield, Pa.

DATE SHIPPED

11-6-50

SHIPPED TO

Iron

F.O.B. *Brookville*

VIA *Mail Coll*

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|--|---------------|--------------|-------------|---------------------|
| | 0616 53 | 12-4-50 | BN 3983 | 12 10 Days ca 35.40 |
| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
| 1 | 901F | Repair Kit | | 13.40 |
| | Line 01 | | | |
| IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | | | |
| (3) | | | | |
| PA. SALES TAX | | | | |
| REC 5 | | | | |

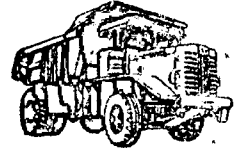
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT *A-24*



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO

Jaen
Jenai Coal Co.
Circarfield, Pa.

DATE SHIPPED

12/16/58

SHIPPED TO

to *Scree*

F.O.B. *Brookville*

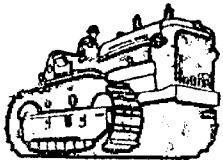
VIA *Will Call*

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|---------------------|
| | ER 6769 | 12/31/58 | Br 6081 | 15 10 Days on 43.68 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--|--------------|-------------|------------|-------------|
| 4 | Pilo 1762 DX | Bath | 10.92 | 43.68 |
| | Lino #1 | | | |
| IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | | | |
| PA. G. & B. TAX | | | | |
| REINSTATEMENT | | | | |
| EXHIBIT CUBS 10/10/12/58 | | | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT *A-25*

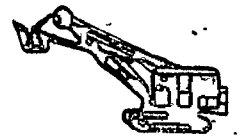


ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE

PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO John Coal Co.
Charfield,
Penn.

DATE SHIPPED 1/28/39

SHIPPED TO same

F.O.B.

VIA

CUSTOMER'S ORDER NO. 7903 DR

OUR ORDER NO. 7903 DR

INVOICE DATE 2/3/39

INVOICE NO. AT-7110

TERMS 25 20

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|------------------|------------|-------------|
| 1 | CONV | Repair Cylinder | | 35.40 |
| 1 | 254124M | Spring | | .78 |
| | | 1- 35.40 | | |
| | | 2- .78 | | |
| | | PA. SALES TAX | | |
| | | USE | | |
| | | REGISTRATION NO. | | |

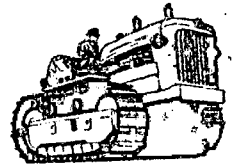
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-26



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



SOLD TO **Jenox Coal Co.**
702 Grover Avenue
Clearfield, Pa.

DATE SHIPPED

3/16/59

SHIPPED TO

Sano
% Taxi Stand,
Clearfield, Pa.

F.O.B.

Pa.

VIA

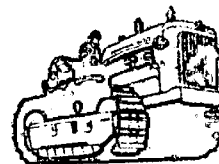
Buo

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|----------------|----------------|----------------|----------------------------|
| | S 89565 | 3/19/59 | T 72430 | 1% 10 days on 36.80 |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|---------------------|--|------------|--------------|
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| 1 | 901 F PD 321 | Repair Kit | | 36.80 |
| | | Buo & Taxi Charge: | | 3.50 |
| | | | | 40.30 |
| | | 1 36.80 | | |
| | | 536-4 3.50 | | |
| | | 01 | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-27



DATE SHIPPED

Jacox Cool Company
702 Grover Avenue
Clearfield, Pa.

READ JOBS

SHIPPED TO

F.O.B. Pittsburgh, Pa.

VIA ~~SLOVENIA~~



| | | | | |
|----------------------|-------------------|--------------|-------------|----------|
| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
| | SS 60141 HOR 7103 | 3-27-59 | T 32582 | Net Cash |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|----------|----------|---|------------|-------------|
| | | <p>IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.</p> <p>Serviceman's time and mileage to install service kit as per our agreement on November 18, 1958. This kit covered the fairlead, power brakes for L 85, S/N 27120.</p> <p style="text-align: center;">25</p> | | 975.00 |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-28

STATEMENT

ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

JACOX COAL COMPANY
702 GROVER AVE.
CLEARFIELD, PA.

PHONE ALLEGHENY 1-6000

| DATE | INVOICE NUMBER | CHARGES | CREDITS | BALANCE |
|--------|-------------------|-------------------|---------|---------|
| 1957 | | BALANCE FORWARDED | | |
| Oct 16 | Cash | | 50.72 | |
| Oct 10 | 2,616 | 52.25 | | |
| Nov 6 | 2,797 | 6.09 | | |
| Nov 14 | 2,866 | 3.41 | | |
| Nov 20 | 2,882 | 11.72 | | |
| Nov 20 | 2,888 | 364.85 | | |
| Nov 20 | 2,889 | 9.03 | | |
| Nov 29 | 2,926 | 3.20 | | |
| Dec 17 | 41,611 | 978.50 | | |
| Dec 26 | 41,950 | 120.92 | | |
| Dec 31 | 3,066 | 37.17 | | |
| Dec 31 | 42,239 | 1827.87 | | |
| Dec 27 | CM 243 | | 13.04 | |
| Dec 31 | 42,315 | 955.50 | | |
| 1958 | | | | |
| Feb 10 | CM12127 | | 170.21 | |
| Feb 19 | 4,264 | 478.54 | | |
| Apr 23 | 4,602 | 606.96 | | |
| Oct 14 | 56,327 | 23.69 | | |
| Oct 23 | 56,752 | 359.25 | | |
| Oct 28 | 56,922 | 16.16 | | |

EXHIBIT *C*

STATEMENT

ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

JACOX COAL COMPANY
702 GROVER AVE.
CLEARFIELD, PA.

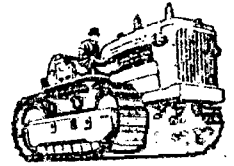
PHONE ALLEGHENY 1-6000

| DATE | INVOICE NUMBER | CHARGES | CREDITS | BALANCE |
|--------|-------------------|-------------------|---------|---------|
| 1958 | | BALANCE FORWARDED | | |
| Oct 31 | 5,793 | 43.68 | | |
| Nov 7 | 5,870 | 14.48 | | |
| Nov 7 | 5,871 | 115.60 | | |
| Dec 4 | 5,947 | 24.95 | | |
| Dec 4 | 5,948 | 28.32 | | |
| Dec 4 | 5,949 | 10.50 | | |
| Dec 4 | 5,950 | 35.40 | | |
| Dec 31 | 6,081 | 43.68 | | |
| 1959 | | | | |
| Feb 3 | 7,110 | 36.18 | | |
| Mar 19 | 72,430 | 40.30 | | |
| Mar 25 | 72,582 | 975.00 | | |
| | | | | 6989.23 |



ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.
ALLEGHENY 1-6000



DATE SHIPPED 12-18-57

SOLD TO

Jacob Coal Co.
702 Grover Ave.
Clearfield, Penna.

CREDIT MEMORANDUM

SHIPPED TO

dr

F.O.B. Brookville, Pa.

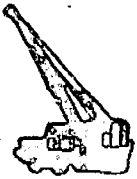
VIA

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--------------|-------------|-------|
| | | 12-27-57 | BRC # 243 | |

| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|--|-------------|--------------------|---------------|-------------|
| IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | | | |
| To credit your account for Pa. Sales Tax charged to you in error on the following: | | | | |
| <u>Inv. #</u> | <u>Date</u> | <u>Our Order #</u> | <u>Amount</u> | |
| BR 2882 | 11-20-57 | BR 3528 | .34 | |
| BR 2888 | 11-20-57 | BR 3531 | 10.63 | |
| BR 2889 | 11-20-57 | BR 3532 | .27 | |
| BR 2866 | 11-13-57 | BR 3493 | .10 | |
| BR 2797 | 11-7-57 | BR 3383 | .17 | |
| BR 2616 | 10-10-57 | BR 3194 | 1.53 | |
| | | | | 13.04 |
| 240 | | | | |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

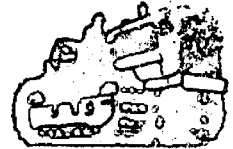
EXHIBIT B-2



ATLAS EQUIPMENT CORPORATION

635 RH
PITTSB
AL

ENUE
2, PA



COLD TO

DATE CHIPPED

Howe Road Company
222 West Avenue
Chickadee, Penn.

ROAD JOB

CHIPPED TO

CREDIT MEMORANDUM

P.O.D.

VIA

| CUSTOMER'S ORDER NO. | OUR ORDER NO. | INVOICE DATE | INVOICE NO. | TERMS |
|----------------------|---------------|--|-------------|-------------|
| | 122 100 | 2-11-59 | ON 1517 | |
| QUANTITY | PART NO. | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
| | | IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. | | |
| | | We would like to account for the following part which was furnished by Atlas to you on our invoice no. 1517, dated 2-11-59, under no. 122 100. | | |
| 1 | 2 1044 | Endless | | |
| | | Total Credit \$... | | 270.21 |

POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT B-1

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 472 Nov. 1960

ATLAS EQUIPMENT CORPORATION, a
Pennsylvania Corporation,
Plaintiff

vs.

REED JACOX, trading as and doing
business as JACOX COAL COMPANY,
Defendant

C O M P L A I N T

To the within Defendant
You are hereby notified to plead to
the enclosed Complaint
Within 30 days from service hereof,
ALICE WRIGHT & BARRON

Dan P. Arnold

Henry C. Herchenroether, Jr., Esq.
ALTER, WRIGHT & BARRON
2200 First National Bank Building
Pittsburgh 22, Penna.

Dan P. Arnold, Esq.
Chaplin & Arnold

Clearfield Progress Building
Clearfield, Pennsylvania

