

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

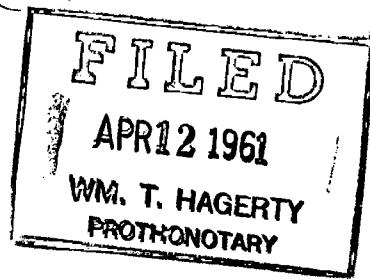
SIR:

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

SMITH, SMITH & WORK

BY 
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 31, 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. Schumacher
Allen Wright & Dan
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.

best of his knowledge and belief.



Paul B. 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

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 472 November Term, 1960

ATLAS EQUIPMENT CORPORATION,
a Pennsylvania corporation,

۷۵

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 B
Clearfield, Pennsylvania

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

1961, June 22, "The
World's Young Birds by W. G. Cooper
and W. G. Cooper for Clarendon

6

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 :

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 workmenlike 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.

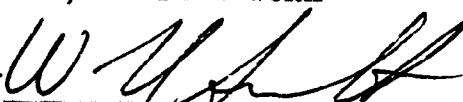
(5). After said damage, the Defendant communicated this fact to Plaintiff, and Plaintiff agreed that the same should not have occurred and further agreed to repair said machine to the satisfaction of the Defendant at Plaintiff's own expense.

(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.

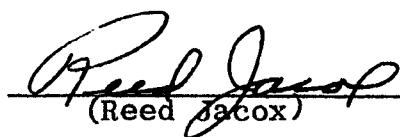
WHEREFORE, it is denied Defendant is indebted to the Plaintiff in any sum.

SMITH, SMITH & WORK

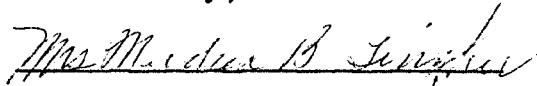
BY 
Attys. for Defendant

STATE OF PENNSYLVANIA:
SS
COUNTY OF CLEARFIELD :

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

Arnold

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. H.*
Atty. for Defendant

FILED

MAR- 8 1961

WM. T. HAGERTY

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

1-2p-Over Margin

3-8-6
D. A. C. C. S.
Atty. for Plaintiff

Affidavit of Service

Atlas Equipment Corp }
vs. }
Reed Jacox, trading and doing business as Jacox Coal Company }
Complaint }
Returnable within _____ days from date of service hereof.

NOW January 27, 1961 at 1:40 o'clock 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.

by 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 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. 1961

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 : 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:

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

SMITH, SMITH & WORK

BY W. U. Smith
Attys. for Defendant

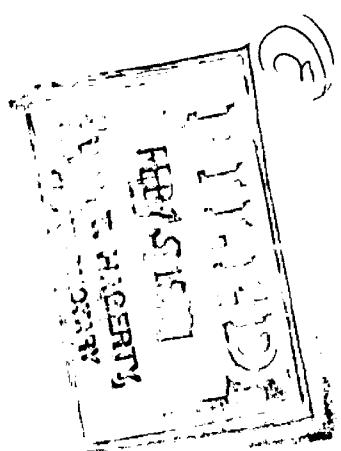
IN THE COURT OF COMMONS OF THE UNITED KINGDOM

RECORDED AND INDEXED IN MARCH
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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-As. 160

C O M P L A I N T

ATLAS EQUIPMENT CORPORATION, a Pennsylvania Corpora-
tion, 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 in-
voices, attached hereto, made part hereof and marked Exhibits "A-1"

through "A-28". The average due date of said invoices is June 1, 1958.

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".

5. The prices charged the Defendant by the Plaintiff for said spare parts and labor were the fair, reasonable and market prices at the time they were sold to the Defendant and furthermore are the prices Defendant agreed to pay therefor.

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.

WHEREFORE, Plaintiff, ATLAS EQUIPMENT CORPORATION, a Pennsylvania Corporation, demands judgment against Defendant, REED JACOX, trading as and doing business as JACOX COAL COMPANY, in 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.

Dan F. Arnold
Henry Hutchinson
Arthur Wright Savon
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

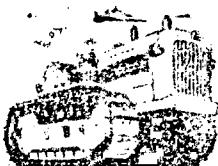
Before me, a Notary Public, in and for said Commonwealth and County, personally appeared M. J. KEANE, who, after being duly sworn according to law, deposes and says that he is Assistant Treasurer of Atlas Equipment Corporation; that as such, he is authorized to make this Affidavit and that the averments 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.

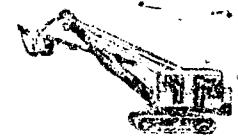
Edward J. France
Notary Public
Notary Public, Pittsburgh, Allegheny Co.

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

Jacox Coal Co.
702 Crooks Ave.
Clearfield, Penns.

SHIPPED TO

Sequoia

dr CUSTOMER'S ORDER NO.	OUR ORDER NO.	F.O.B. INVOICE DATE	VIA INVOICE NO.	Called For TERMS
QUANTITY	PART NO.	DESCRIPTION	U.S. PRICE	TOTAL PRICE
1	0 7993	Adj. Screw	27.14	27.14
1	9770	Nut	9.61	9.61
1	97995	Adj. Screw	13.97	13.97
				50.72
		Pa. Sales Tax.	1.53	1.53
1		Pa. 10-10 Bal. AME Pa. Sales Tax	50.72	52.25

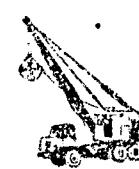
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-1

ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

ALLEGHENY 1-6000



SOLD TO

DATE SHIPPED 11-1-57

Jacob Coal Co.
762 Grever Ave.
Cleorfield, Penna.

SHIPPED TO

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10

CUSTOMER'S ORDER NO.

OUR ORDER NO.

5. C. B.

Markville, Pa.

INVOICE NO.

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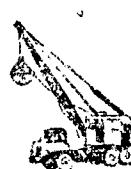
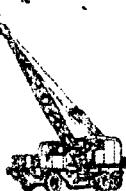
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	46	IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE		
		Oiler	5.57	
		PP.35	
			5.92	
		Pa. Sales Tax..	.17	
			6.08	
1				

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-2

ATLAS EQUIPMENT CORPORATION

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



SOLD TO

DATE SHIPPED 11-12-57

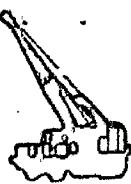
Jacob Coal Company
702 Crover St.
Clearfield, Pa.

SHIPPED TO

C.R.		P.O. B. Monroeville, Pa.	VIA	Called For
CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	82 3493	11-15-57	EE 2868	12 10 Days or \$1.21 daily
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	D 10008 A	Hoist	3.31	<u>3.31</u>
		Pa. Sales Tax.....		<u>3.41</u>

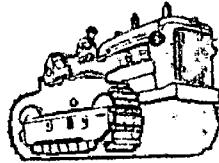
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-3



ATLAS EQUIPMENT CORPORATION

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



DATE SHIPPED 11-15-57

SOLD TO

John C. Clegg
1000 Penn Ave.
Pittsburgh, Pa.

SHIPPED TO

CUSTOMER'S ORDER NO.	OUR ORDER NO. 1159	F.O.B. 635 Ridge Ave.	VIA Collected by
		INVOICE DATE 11-10-57	INVOICE NO. 1000

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
0	1220 944	1220 100 Day 944 100	2.00	0.00 0.00
0				0.00

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



DATE SHIPPED **11-16-57**

SOLD TO

Jacob Coal Company
702 Grove Avenue
Clearfield, Penna.

SHIPPED TO

CRM		FOR Brookville, Pa.		VIA	Called For
CUSTOMER'S ORG. OR NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TIME	12 10 Days
	nn 3531	11-16-57	84 2884		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	#6	Odles			5.57
1	T 1065	Chub			316.58
1	T 1115	7 P Chain			11.92
1	T 3703	4 P Chain			11.03
2	T 3712	Row Links			4.52
1	<u>Ques. 434</u>	Links	2.26		4.60
					254.22
		Pa. Sales Tax... .			46.63
					300.85

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

ATTORNEY'S FEES

DATE SHIPPED 13-1-87

SOLD TO

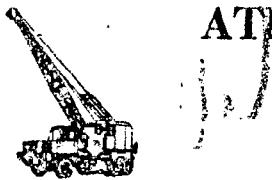
Jacob Coal Company
702 Grovez Ave.
Clairfield, Penna.

SHIPPED TO

CSI		PO.B. (RECEIVED) LLC, Pa.	VIA	Ships
CUSTOMER'S ORDER NO.	OUR ORDER NO.	SHIP DATE	INVOICE NO.	TERMS
	88 3512	1-13-87	BN 21389	10 Days on \$8.70 Basis
QUANTITY	PART NO.		UNIT PRICE	TOTAL PRICE
1	0-2147	Rod		5.67
1	D 2096	Washer		.03
2	E 9819	SPRING CENTER	.95	1.90
2	0-5834 BX	BOLT & NUTS		1.36
				8.76
		Pa. Sales Tax...		<u>.22</u>
				<u>-.02</u>

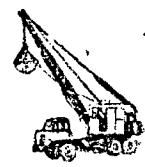
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, YOU MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-6



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

Jacko Coal Co.
702 Crover Avenue
Clearfield, Penn.

DATE SHIPPED 11-25-57

SHIPPED TO

ODR

F.O.B. Brookville, Pa.

VIA Cisio

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	BB 3578	11-29-57	BB 2026	1% 10 days

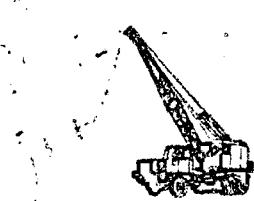
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	D 0003 A	Deco		3.20

2

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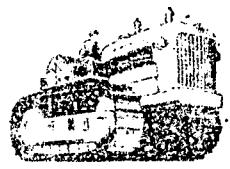
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-7



ATLAS EQUIPMENT CORPORATION

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



R.A. GLASS

SOLD TO

Jacobs Coal Company
702 Crozier Ave.
Clearfield, Pa.

DATE SHIPPED 12-10-57

SHIPPED TO

S222

CASE

F.O.B. Pittsburgh, Pa.

** Loomis & Joyce, Collect

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	S.O. 6542-2	12-17-57	8 A1611	2-10 Days on \$980.00

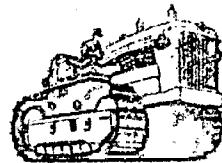
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Item 26P1028 Vertical Sinter, Spec. R62972.	IF ACCOUNTS ARE NOT PAID WITHIN TIME, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.		
		P.O.B. Lorain, Ohio Pennsylvania Sales Tax	950.00 23.50	973.50

The Above for Lorain L & O 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 1-6000

SOLD TO

DATE SHIPPED 12-10-57

Stone Coal Company
100 Commercial Ave.
Glenfield, Pa.

SHIPPED TO

800

Motor Freight
Carrier & Express

021

F.O.B. Pittsburgh, Pa.

VIA

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	0.0. 0002-3	12-26-57	8 02950	Net 30 days from date of shipping

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 Propoal Freight carrying balance of item 107100 Vertical Excavator for Loring Model L-65, Serial 001129, from Loring, Wis to Glenfield, Pennsylvania.		100.00
		Copy of Freight Bill attached.		

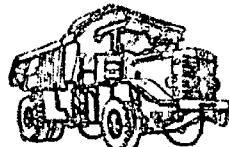
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-9



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

DATE SHIPPED 12-20-57

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

SHIPPED TO

6822

F.O.B. Brownsville, Pa VIA Called For

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	<u>DR 3747</u>	<u>12-31-57</u>	<u>DR 3055</u>	<u>1%</u>

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<u>901 F 321</u>	<u>3 1/2 Cyl. Repair Kit</u>		<u>37.17</u>
	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-10

ATLAS EQUIPMENT CORPORATION

635 RIDGE AVENUE
PITTSBURGH 12, PA.

ALLEGHENY 1-5700

PAGE 61

DATE SHIPPED 12-31-57

SOLD TO

Jerex Coal Company
702 Crover Ave.
Clearfield, Penn.

PAGE 62

SHIPPED TO

FROM Clearfield, Pa. TO Jablonski
OUR GROUP NO. 11-13 Days
CG 52693-AVR 4309 11-31-57 N 42239 on \$1,346.25 July

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
IF ACCIDENTS ARE SUSTAINED WHICH DO NOT OCCUR WHILE IN DISCONTINUED, SPECIAL ARRANGEMENTS ARE MADE				
1	B-38474 A	Reef	310.38	
1	C 38475	Cover	68.57	
3	A 38476	Seal	15.12	45.36
1	A 38481	Filler		.58
1	C 38546	Panel		53.71
3	38477	Sack		100.17
1	C 38472	Sash Rollers		65.09
1	C 38473	Sash		64.27
1	C 38470	Sack		51.58
1	C 38469	Sash		47.25
1	B 38468	Front Enclosure		170.31
1	C 38519	Front Post		14.81
1	C 38520	Panel		23.00
1	A 38405	Fiu		143.96

(CONTINUED)

NOTE: 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 TRANSPORTATION, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-11




ATLAS EQUIPMENT CORPORATION

605 RIDGE AVENUE
PITTSBURGH 12, PA
ALLEGHENY 1-6000

PAGE 02

SOLD TO

DATE SHIPPED 12-31-57

JAMES COAL COMPANY
702 COOPER AVE.
CLARFIELD, PENN.

SHIPPED TO

40 A.D. JOB

CCW

F.O.B. PITTSBURGH, PA.

VIA J. Bublanski

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
BB 52699-HOB 4309		12-31-57	B 42359	1 1/2 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	A 19387 B 30440	Glass Insulated Front Enclosure	29.74 <u>170.21</u>	<u>1,346.25</u>
				1,347.87
1-	1-3416-75			
1.6	.384-70			
405-	.59-73			
536-4	.37-37		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.

ATLAS EQUIPMENT CORPORATION
CONSTRUCTION AND INDUSTRIAL EQUIPMENT

J.M.B.

EXHIBIT A12

ATLAS EQUIPMENT CORPORATION

CONSTRUCTION AND INDUSTRIAL EQUIPMENT

55

J. M. B.



SERIAL 1637	MODEL UD-24	LINE # 2	DATE 2/22/58
			105
			WOR
		Jacob Coal Company, Clearfield Penna.	wo BR 6040
	SHOP WOBR 6040		DATE SHIPPED
			DATE BACK ORDERED
	SERVICE		SHIP VIA
			OP. #

DATE 2/11/58

WORK ORDER # WPSR 6040

OWNER Jacox Coal Penna.

ADDRESS Clearfield, Pa.

CUSTOMER'S ORDER #

PHONE #

MACHINE I.H.C.

MODEL # 670-28

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 Mechanics time to steam clean old to find crack. Cleande up new head, laped valves, removed nozzles and cleared them up, laped valves in and assembled them in head and put in new precups and assembled nozzles on new head.

PARTS & LABOR

CUSTOMER

COMPLETED

WORK AUTHORIZED BY

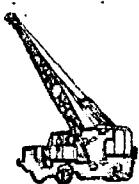
TITLE/POSITION

DATE

2-12-58 C.R. Reichard

ATLAS EQUIPMENT CORPORATION

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



SOLD TO

John Coal Co.
702 Beaver Ave.
Clairfield, Penn.

ADDITIONAL BILLING

DATE SHIPPED **12-30-57**

R O A D J O B

SHIPPED TO

CUST CUSTOMER'S ORDER NO.	OUR ORDER NO.	F.O.B. Pittsburgh, Pa.	INVOICE DATE 12-31-57	INVOICE NO. M 42315	VIA Brown Express	
					TERMS 12	10 Days

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		<p>IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.</p> <p>ADDITIONAL BILLING FOR THE FOLLOWING:</p> <p>1. One (1) 70014, Part #D-310444, 23 ft. Base Section of Item D-1 Crane Boom.</p> <p>2. O. O. B. Pittsburgh, Pa.</p> <p><u>The above for Lattice Model L-03 Dragline, Serial #027123 and to go to included in Part 4209.</u></p> <p>2</p> <p>WDA-1</p>		939.50

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 1-5000



SOLD TO

DATE SHIPPED

L-24-43

James Cook Co.
702 George Avenue
Glenfield, Pa.

SHIPPED TO

卷之三

508

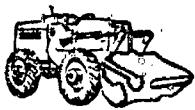
VI

Particulars of the

Collected Poet

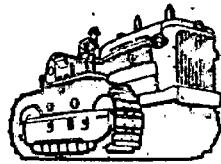
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-14



ATLAS EQUIPMENT CORPORATION

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



SOLD TO.

DATE SHIPPED

John Galt Company
111 Canal Street
New York, New York

10/0/93

SHIPPED TO

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608

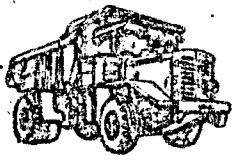
Picardage

YIA

Barrel Post

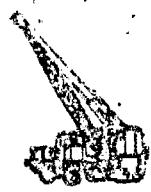
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-15



ATLAS EQUIPMENT CORPORATION

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



SOLD TO **JASCO COAL CO**
CLAYFIELD, PENNA.

DATE SHIPPED **10/24/58**

SHIPPED TO **CAMI**

ITEM		F.O.B.	PITTSBURGH	VIA	TERMS
CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.		
	8 87168	10/24/58	E 56752	EX 10 days on 359.25	
QUANTITY	PART NO.	DESCRIPTION		UNIT PRICE	TOTAL PRICE
1 12	8450 08010	Drum Bolt	IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.	320.85 3.20	320.85 38.40 359.25

#1 *exempt #2*

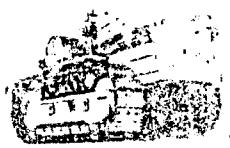
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

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 Crover Avenue
Clearfield, Penna.

SHIPPED TO **SALE**

djh F.O.B. **Pittsburgh** INVOICE NO. 11878 **PP**
CUSTOMER'S ORDER NO. OUR ORDER NO. INVOICE DATE. INVOICE NO. 11878
129686 **10/26/38** **11-54922** **14-18 days on 10-26**

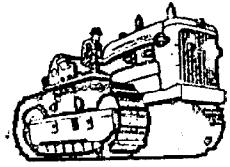
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANT IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE, THE RESELLER MUST BE SO ADVISED WITHIN 30 DAYS.

EXHIBIT A-17



ATLAS EQUIPMENT CORPORATION

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



SOLD TO **Green Coal Co.**
702 Trevor Ave.
Clearfield, Penn.

DATE SHIPPED **10/21/58**

SHIPPED TO **SALES**

F.O.B. **Brookville**

VIA **Called For**

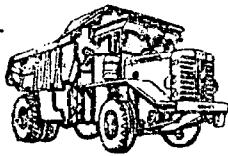
djb

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	6384 BR	10/31/58	Br-5793 A	12 10 days

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	File 1762M	<p>IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.</p> <p>Cop Bolts</p> <p>21</p> <p>PA. SALES TAX _____</p> <p>USE (U) _____</p> <p>REGISTRATION NO. _____</p> <p>EXEMPT. CLASS. CODE (ATLAS) <u>2</u></p>	10.92	43.68

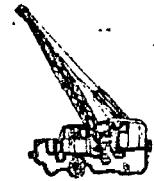
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-18



ATLAS EQUIPMENT CORPORATION

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



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

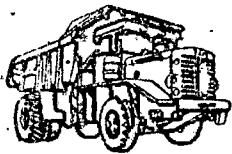
DATE SHIPPED **10/29/58**

SHIPPED TO **same**

CUSTOMER'S ORDER NO.	OUR ORDER NO.	F.O.B. INVOICE DATE	VIA	
			INVOICE NO.	TERMS
	6461 BX	10/17/58	Bx-5870	12-10 days
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* 07013	Eyebolt	6.75	
1	* 07012	Eyebolt	6.75	
1	071" x 2"	NCCS	.98	
			<i>1 - 13.50</i>	
			<i>.25 - .98</i>	
				14.48
PR. SALES TAX <i>6.8</i> USE <i>10</i> REGISTRATION NO. EQUIPMENT CLASS. CODE (ATLAS) <i>2</i>				
6250 6100				

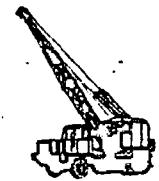
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-19



ATLAS EQUIPMENT CORPORATION

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



SOLD TO **Jones Coal Co.**
702 Grover Avenue
Clairfield, Pa.

DATE SHIPPED

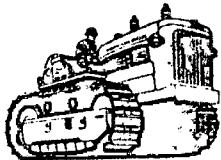
10/29/58

SHIPPED TO **SAME**

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS	
				F.O.B.	VIA
	6459 RR	11/7/58	Br-5071	Collected	Per
QUANTITY	PART NO.	DESCRIPTION		UNIT PRICE	TOTAL PRICE
2	0227	Duckbill	IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.	57.80	115.60
			PA. SALE TAX REGISTRATION NO. EXEMPT, CLASS. CODE (ATLAS)		
			2		

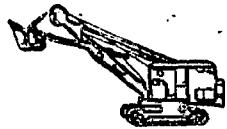
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-20



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

Local Coal Company
702 Grove Ave.
Clearfield, Pa.

DATE SHIPPED

11-5-93

SHIPPED TO

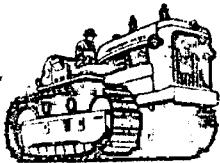
F.O.B. Brentville

VIA Call Call

CUSTOMER'S ORDER NO.		OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
6516		12-4-59	MI 9947	18 10 Days on 18.95	
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
1	295440001	Duct.		17.25	
1	29672501	Cooper		7.40	
2	3/0 x 1 1/2	EC G/S	.13	.26	
2	5/8	6/0	.02	.04	
					17.25
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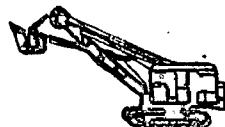
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE

EXHIBIT A-21



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

Jacob Coal Company
702 Trevor Ave.
Clairfield, Pa.

DATE SHIPPED

11-6-59

SHIPPED TO

Same

F.O.B. Brookville

VIA

P.P.

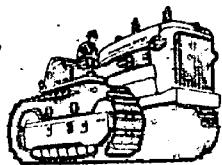
CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	6519 DR	11-6-59	BR 5940	13 10 Days on 27.30

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 & Nuts P.P. & Ins.	13.65	27.30 1.02 <u>28.32</u>

Line A

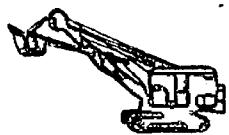
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-22



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

Jooco Coal Company
102 Center Ave.
Elkdale, Pa.

DATE SHIPPED

11-6-58

SHIPPED TO

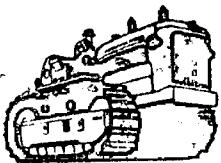
F.O.B. Brookville VIA P.P.

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	6520 BR	12-4-58	EM 3949	12-10 Days on 10.50

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	T 1300	Ditching IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. Line 01 PL 5000 R 5000 EXHIBIT C-23. D-24. M-25.	5.25	10.50

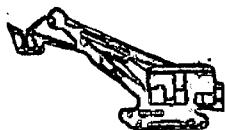
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-23



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

Local Coal Company
702 Grant Ave.
Glenfield, Pa.

DATE SHIPPED

11-6-50

SHIPPED TO

F.O.B. Bethelville

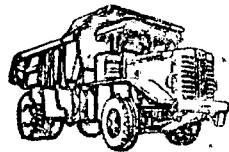
VIA Mail Rail

CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	6616 52	11-6-50	PA 3930	18 10 Days on 33.40
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	501P	Repair Kit IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. Linc 01 (3) PA. SALES TAX REC'D	33.40	

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 *Acme*

DATE SHIPPED

Jaxax Coal Co.
Cicerfield, Pa.

12/16/58

SHIPPED TO

8 Some

F.O.B. Brookville

VIA Will Call

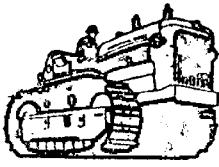
CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	ER 6769	12/31/58	ER 6081	15 10 Days on 43.68

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
4	Pile 1762 DX	IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. Pile Line #1	10.92	43.68

PA. 6.25 TAX
-8
REGISTRATION
EXPIRE 12/31/1962

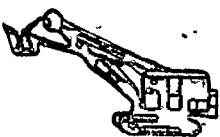
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT *A-25*



ATLAS EQUIPMENT CORPORATION

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



SOLD TO **John Coal Co.
Charfield,
Pa.**

DATE SHIPPED **2/28/59**

SHIPPED TO **PA**

080		F.O.B.	Bethelton	VIA	Priority Box
CUSTOMER'S ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS	
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
1	2017 254124M	IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. Repair Cylinder Spring			
		1 - 35.40		35.40	
		2 - .78		.78	
080 02		PA. SALES TAX USE REGISTRATION NO.			

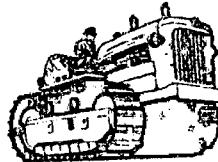
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE
IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-26



ATLAS EQUIPMENT CORPORATION

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



SOLD TO Jemex Coal Co.
702 Grover Avenue
Clearfield, Pa.

DATE SHIPPED

3/16/59

SHIPPED TO

卷之三

% Taxi Stand,
Clearfield, Pa.

508

100

VIA

360

Clearfield, Pa. **PA.** **INVOICE NO.** **TERMS**

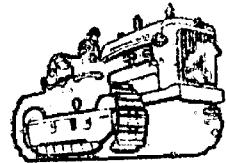
POSITIVELY NO CREDIT ALLOWED FOR EQUIPMENT, REPAIR PARTS OR OTHER MERCHANDISE RETURNED WITHOUT PERMISSION. IF OUR ASSISTANCE IS DESIRED IN PRESENTING CLAIMS FOR NON-DELIVERY, LOSS OR DAMAGE IN TRANSIT, WE MUST BE SO ADVISED WITHIN FOUR MONTHS AFTER DATE OF INVOICE.

EXHIBIT A-27



ATLAS EQUIPMENT CORPORATION

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



SOLD TO

Jacox Coal Company
702 Grover Avenue
Clearfield, Pa.

DATE SHIPPED

SHIPPED TO

020

F.O.B. Pittsburgh, Pa.

VIA Steam

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

QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. Service man'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.		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
BALANCE FORWARDED				
1957				
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

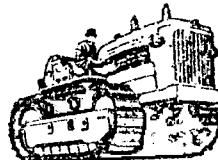
ATLAS EQUIPMENT CORPORATION

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

F.O.B. Brookville, Pa.

VIA

GR

INVOICE DATE

INVOICE NO.

TERMS

12-27-57

BRG # 243

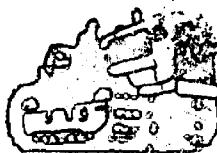
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE.				
To credit your account for Pa. Sales Tax charged to you in error on the following:				
Inv. # Date Our Order # Amount				
BR 2802	11-20-57	BR 3528	.34	
BR 2803	11-20-57	BR 3531	10.63	
BR 2859	11-20-57	BR 3532	.27	
BR 2866	11-15-57	BR 3493	.10	
BR 2797	11-7-57	BR 3382	.17	
BR 2616	10-10-57	BR 3194	1.53	
13.64				
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 RUE
PITTSBURGH, PA.
ALLEGHENY COUNTY



SHIPPED TO

THE BULL GROUP
1000 BROAD ST.
PHILADELPHIA, PA.

DATE SHIPPED

NOV 8 1968

SHIPPED TO

CREDIT MEMORANDUM

P.O. NO.

VIA

REFERENCE ORDER NO.	OUR ORDER NO.	INVOICE DATE	INVOICE NO.	TERMS
	1000000	2018	CM 1000	
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1000000	IF ACCOUNTS ARE NOT PAID WHEN DUE, CREDIT WILL BE DISCONTINUED UNLESS SPECIAL ARRANGEMENTS ARE MADE. WE WILL NOT PAY FOR THE FOLLOWING PARTS WHICH WILL BE YOUR RESPONSIBILITY TO PAY FOR. ITEMS 1000000, 1000001, 1000002, 1000003, 1000004, 1000005, 1000006, 1000007, 1000008, 1000009, 1000010, 1000011, 1000012, 1000013, 1000014, 1000015, 1000016, 1000017, 1000018, 1000019, 1000020, 1000021, 1000022, 1000023, 1000024, 1000025, 1000026, 1000027, 1000028, 1000029, 1000030, 1000031, 1000032, 1000033, 1000034, 1000035, 1000036, 1000037, 1000038, 1000039, 1000040, 1000041, 1000042, 1000043, 1000044, 1000045, 1000046, 1000047, 1000048, 1000049, 1000050, 1000051, 1000052, 1000053, 1000054, 1000055, 1000056, 1000057, 1000058, 1000059, 1000060, 1000061, 1000062, 1000063, 1000064, 1000065, 1000066, 1000067, 1000068, 1000069, 1000070, 1000071, 1000072, 1000073, 1000074, 1000075, 1000076, 1000077, 1000078, 1000079, 1000080, 1000081, 1000082, 1000083, 1000084, 1000085, 1000086, 1000087, 1000088, 1000089, 1000090, 1000091, 1000092, 1000093, 1000094, 1000095, 1000096, 1000097, 1000098, 1000099, 1000100, 1000101, 1000102, 1000103, 1000104, 1000105, 1000106, 1000107, 1000108, 1000109, 1000110, 1000111, 1000112, 1000113, 1000114, 1000115, 1000116, 1000117, 1000118, 1000119, 1000120, 1000121, 1000122, 1000123, 1000124, 1000125, 1000126, 1000127, 1000128, 1000129, 1000130, 1000131, 1000132, 1000133, 1000134, 1000135, 1000136, 1000137, 1000138, 1000139, 1000140, 1000141, 1000142, 1000143, 1000144, 1000145, 1000146, 1000147, 1000148, 1000149, 1000150, 1000151, 1000152, 1000153, 1000154, 1000155, 1000156, 1000157, 1000158, 1000159, 1000160, 1000161, 1000162, 1000163, 1000164, 1000165, 1000166, 1000167, 1000168, 1000169, 1000170, 1000171, 1000172, 1000173, 1000174, 1000175, 1000176, 1000177, 1000178, 1000179, 1000180, 1000181, 1000182, 1000183, 1000184, 1000185, 1000186, 1000187, 1000188, 1000189, 1000190, 1000191, 1000192, 1000193, 1000194, 1000195, 1000196, 1000197, 1000198, 1000199, 1000200, 1000201, 1000202, 1000203, 1000204, 1000205, 1000206, 1000207, 1000208, 1000209, 1000210, 1000211, 1000212, 1000213, 1000214, 1000215, 1000216, 1000217, 1000218, 1000219, 1000220, 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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 472 Nov. 1960

ATLAS EQUIPMENT CORPORATION, a
Pennsylvania Corporation,
Plaintiff

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

vs.

COMPLAINT

To the Plaintiff . . . Defendant . . .
You are hereby required to plead to
the enclosed Complaint
WITNESS, this 25th day of November,
A. D. 1960, at Clearfield, Pennsylvania.

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

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JAN 25 1961
WM. T. HAGERTY
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