

DOCKET NO. 174

NUMBER	TERM	YEAR
<u>47</u>	<u>September</u>	<u>1961</u>

Elliot Coal Mining Company, Inc.

VERSUS

Walter A. Johnson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ELLIOT COAL MINING CO., INC.,)
Plaintiff)

Vs.)

WALTER A. JOHNSON,)
Defendant)

NO. 47 SEPTEMBER TERM, 1961

TO THE PROTHONOTARY OF THE SAID COURT:

Enter judgment in favor of the Plaintiff and against
the Defendant in the above captioned matter for failure to file
an Answer to Plaintiff's Complaint and assess the Plaintiff's
damages as follows:

Amount Claimed by Plaintiff-----\$890.73
Interest from August 1, 1961,
to October 5, 1961----- 9.65
\$900.38

BAIRD & McCAMLEY

By William L. Miller
Attorneys for Plaintiff

Dated: October 5 , 1961

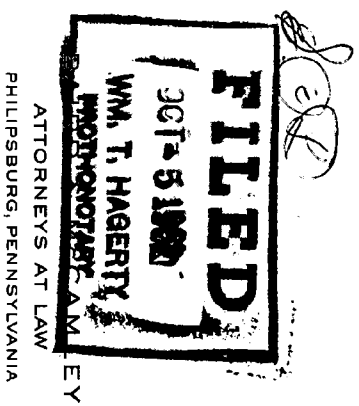
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 47 SEPTEMBER TERM, 1961

ELLIOT COAL MINING CO., INC.,
Plaintiff

vs.

WALTER A. JOHNSON,
Defendant

P R A E C I P E



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
ELLIOT COAL MINING COMPANY, INC.
Plaintiff

vs.

WALTER A. JOHNSON,
Defendant

No. 47, Sept Term, 1961

IN ASSUMPSIT

C O M P L A I N T

1. The Plaintiff, Elliot Coal Mining Company, Inc. is a corporation which produces and sells strip and deep mine coal whose place of business is located at Osceola Mills, Clearfield County, Pennsylvania.

2. The Defendant, Walter A. Johnson, is an individual who is a resident of Philipsburg, R. D., Clearfield County, Pennsylvania, and who owns or operates a business under the name of Walter Johnson, Contractor, whose place of business is located on the Philipsburg-Clearfield Highway and whose address is R. D. Box 245 A, Philipsburg, Clearfield County, Pennsylvania.

3. The Plaintiff, at the oral instance and request of the Defendant, sold and delivered to the said Defendant certain amounts of coal at the times and in the amounts more fully set forth in the true and correct copy of the Plaintiff's books of original entry hereto attached, marked Exhibit "A" and made a part hereof.

4. The prices charged for the coal were the fair, reasonable and market prices of the same at the time they were sold and delivered to the Defendant, and further that the Defendant agreed to pay therefor.

5. Plaintiff has demanded payment from the Defendant of the amount due, but the Defendant has refused and still refuses to pay the same, or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of Eight Hundred Ninety Dollars and 73/100 (\$890.73), with interest from August 1, 1961.