

Roger Miller, t/d/b/a
R.L. MILLER AUGERING COMPANY

2003-182-CD

/ VS.
JOHNSON BROTHERS COAL COMPANY, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a
R. L. MILLER AUGERING COMPANY,

Plaintiff,

vs.

JOHNSON BROTHERS COAL
COMPANY, INC., a Pennsylvania
Business Corporation,

Defendant.

No. 03-182-CD, CD 2003

Complaint for Confession
Judgment

Filed on behalf of:
Roger Miller, t/d/b/a
R. L. Miller Augering Company
Plaintiff

Thomas Rivosecchi, Esquire
Simpson, Kablack & Bell
834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

RECEIVED
COURT CLERK
10/10/03

RECEIVED
10/10/03
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a
R. L. MILLER AUGERING COMPANY,

Plaintiff,

No. _____, CD 2003

vs.

JOHNSON BROTHERS COAL
COMPANY, INC., a Pennsylvania
Business Corporation,

Complaint for Confession
Judgment

Defendant.

COMPLAINT FOR CONFESSION OF JUDGMENT

AND NOW, comes the Plaintiff, Roger Miller, t/d/b/a R. L. Miller Augering Company, by and through its attorneys, Simpson, Kablack and Bell, and files the within Complaint for Confession of Judgment and in support thereof avers as follows:

1. The Plaintiff, Roger Miller t/d/b/a R. L. Miller Augering Company, is an adult individual residing at and doing business from PO Box 176, Marion Center, Indiana County, Pennsylvania 15759, hereinafter referred to as "Miller".
2. The Defendant, Johnson Brothers Coal Company, Inc., is a Pennsylvania Business Corporation with its principal office located at R. R. #1, Box 680 Mahaffey, PO Box 534, Clearfield County, Pennsylvania 15757.
3. On or about October 3, 2001 Johnson Brothers Coal Company, Inc., by and thorough its president Leslie Johnson executed an agreement whereby Johnson Brothers Coal Company, Inc., hired Miller to conduct coal auger mining for its benefit, which duly executed agreement authorized the confession of judgment. Incorporated herein by reference and attached hereto as Exhibit #1 is a true and correct copy of the original agreement authorizing the confession of judgment duly executed by the officers of Johnson Brothers Coal Company, Inc.
4. The attached instrument authorizing the confession of judgment has not been assigned.
5. The judgment being entered against the above named Defendant is not being entered by confession against a natural person in connection with a consumer credit transaction.

6. Judgment has not been entered on the attached instruments in any jurisdiction.

7. Default was made on the agreement authorizing the confession of judgment by the failure of Johnson Brothers Coal Company, Inc., to make the required payment of \$24,948.00 for services rendered by Plaintiff to Defendant pursuant to the parties October 3, 2001 agreement. Said services being rendered July 28, 2002 through August 15, 2002 and August 16, 2002 through August 21, 2002.

8. In spite of repeated demands, the above named Defendants continue in default of the note and guarantees.

9. Consequently, the Defendant is liable to Miller as follows:

Unpaid Balance of debt:	\$ 24,948.00
Late fee (5%)	\$ 1,247.40
Attorney's fees	
(10% unpaid balance and interest)	\$ 2,619.54
 Total	 \$ 28,814.94

WHEREFORE, Miller respectfully requests that judgment be entered in its favor and against Defendant in the amount of \$28,814.94, plus interest and cost of suit.

Respectfully submitted,
Simpson, Kablack, & Bell
834 Philadelphia Street
Indiana, PA 15701



Thomas Rivosecchi, Esquire

AGREEMENT

THIS AGREEMENT made and entered into this 3 day of October, 19 2001
by and between Johnson Brothers,
, hereinafter, "Undersigned,"

AND

R. L. MILLER AUGERING COMPANY, P.O. Box 176, Marion Center, Pennsylvania
15759, hereinafter "Miller Augering,"

WITNESSETH:

WHEREAS, the Undersigned is in the coal strip mining business and has one or more strip mining pits open and contemplates opening others; and

WHEREAS, the Undersigned is desirous of having auger mining conducted at the pits; and

WHEREAS, Miller Augering is the owner of coal augering equipment and has employees trained to operate same; and

WHEREAS, Miller Augering is desirous of conducting coal auger mining for the Undersigned;

NOW THEREFORE, in consideration of \$1.00 and of the mutual covenants to be performed herein, the parties hereby agree as follows:

1. Miller Augering shall perform coal auger mining in a good and workmanlike manner, at and upon such open pit mining sites as designated by the Undersigned and set forth on Schedule "A" attached hereto and incorporated herein by reference.

2. In consideration whereof the Undersigned shall pay to Miller Augering \$11.00 per ton of 2,000 pounds for all coal mined by Miller Augering by augering, if 24" cutting head or bigger is used. The Undersigned also agrees to supply Miller Augering with all fuel necessary to complete this job. If tonnage for this job does not exceed 1,000 ton, the undersigned agrees to pay all costs for moving auger equipment to job site in addition to cost above.

3. Payments shall be made upon the following schedule:

- a. For all coal mined from the first to the fifteenth day of the month, payment shall be made on the twenty-fifth of the same month.
- b. For all coal mined from the sixteenth of the month to the end of the month, payment shall be made on the tenth of the next month.

4. If Miller Augering has not received the full amount of any monthly payment by the due date, the Undersigned shall pay a late charge in the amount of 5% of the regularly scheduled payment.

5. If the Undersigned does not pay the full amount of each payment within ten days of the date due, the Undersigned shall be in default. If the Undersigned is in default, Miller Augering shall have the right to enter judgment against the Undersigned and the Undersigned hereby authorizes any attorney of any court of record in the United States, or elsewhere, to appear for the undersigned and confess judgment against the Undersigned and in favor of Miller Augering, with or without declaration filed, for the entire amount due then remaining unpaid, together with costs of suit, and attorney's fees in the amount of 10% for collections or \$1,000.00, whichever is greater, and forthwith issue writ or writs of execution thereon with release of all errors and without stay of execution, and with respect to any judgment entered hereon, the Undersigned waives, in regard to any real or personal property levied upon, any right of appraisement, exemption or stay of execution under any law now in force or hereinafter enacted, the right of inquisition and right of appeal, and the Undersigned agrees that if a true copy hereof verified by affidavit made by Miller Augering or someone acting on its behalf is filed in such proceeding, it shall not be necessary to file the original as warrant of attorney, any rule of court, custom or practice that are contrary notwithstanding. Miller Augering shall have the right to exercise the confession of judgment powers, as often as is necessary, to collect the judgment and any such use of the power of confession shall not exhaust the power to enter judgment.

6. If the Undersigned consists of more than one person, each such person shall be jointly and severally liable hereunder.

7. The weights upon which the abovesaid payments are to be made shall be based upon the scale weights of the coal trucked off the strip mine job site by the Undersigned. All such scale records shall be available for Miller Augering's inspection upon Miller Augering's request.

8. All coal auger mined by Miller Augering shall be stockpiled on the strip mining job site by Miller Augering at a place designated by the Undersigned, but in no event to be more than one-half mile from the location of the auger mining equipment. Miller Augering shall truck all auger mined coal to the stockpile location. Thereafter, the Undersigned shall be responsible for the trucking of the coal.

9. If the augered coal is not being sold off the strip mine job site by the Undersigned, Miller Augering shall be paid upon the abovesaid schedule based on 75% of the estimated weight of all coal auger mined during the applicable period.

10. The Undersigned shall do all things necessary to prepare the strip mine pits for auger mining, shall pump out all water from the pits, maintain the pits free of water in a condition conducive to auger mining, and shall maintain all haul roads into and out of the pits in a usable condition.

11. Miller Augering shall provide all necessary equipment and employees to conduct the auger mining.

12. Miller Augering shall provide Workmen's Compensation Insurance for its employees and shall provide the Undersigned with a current certificate of insurance evidencing its coverage prior to the commencement of mining.

13. Miller Augering agrees to indemnify and hold the Undersigned harmless from any actions, claims, damages or losses arising from Miller Augering's auger mining. Notwithstanding the aforementioned, it is specifically understood that Miller Augering shall not be liable for any actions, claims, damages or losses by the Undersigned or any third parties as a result of loss of water, water eruptions, subsidence, damage to or pollution of water, damage to any gas or oil wells, utility lines or roadways. Miller Augering shall provide evidence of liability insurance to the Undersigned prior to commencement of the auger mining.

14. Both parties agree to comply with all applicable State and Federal laws dealing with the conduct of mining activities.

15. This agreement constitutes the entire agreement between the parties and there are no other agreements, written or oral, between the parties concerning the subject matter of this agreement.

16. This agreement shall inure to the benefit of and bind the respective successors and assigns of the parties hereto.

17. The parties agree that exclusive venue and jurisdiction shall be in the Court of Common Pleas of Indiana County, Pennsylvania.

IN WITNESS WHEREOF, AND intending to be legally bound hereby, the parties have hereunto set their hands and seals by their proper officers the day and year first above written.

ATTEST:

MILLER AUGERING COMPANY

By Roger L. Miller Owner

JOHNSON BROS CO
"Undersigned"

By Leslie Johnson President

WAK/RSM/ss
B&MAgr2.Doc

Verification

I hereby verify to the best of my knowledge, information and belief, that the statements made in the foregoing Complaint for Confession of Judgment are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Roger L. Miller
Rodger Miller

Date: 2-3-03

FILED

Att pd. 20.00

3481
m12:3481

ice & Notice to Def

FEB 10 2003

Statement to Att'y

LS
William A. Shaw
Prothonotary

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Roger Miller, t/d/b/a R. L. Miller Augering Company

Vs.

No. 2003-00182-CD

Johnson Brothers Coal Company, Inc.,
a Pennsylvania Business Corporation

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$28,814.94 on February 10, 2003.

William A. Shaw
Prothonotary

William A. Shaw

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Roger Miller, t/d/b/a
R. L. Miller Augering Company
Plaintiff(s)

No.: 2003-00182-CD

Real Debt: \$28,814.94

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Johnson Brothers Coal Company, Inc.,
a Pennsylvania Business Corporation
Defendant(s)

Entry: \$20.00

Instrument: Confession of Judgment

Date of Entry: February 10, 2003

Expires: February 10, 2008

Certified from the record this 10th day of February, 2003.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a
R. L. MILLER AUGERING COMPANY,

Plaintiff,

No. 03-182-C, CD 2003

vs.

Confession of Judgment

JOHNSON BROTHERS COAL
COMPANY, INC., a Pennsylvania
Business Corporation,

Defendant.

Pursuant to the authority contained in the warrant of attorney, a true and correct copy of which is attached to the Complaint filed in this action, I appear for the defendant and confess judgment in favor of the plaintiff and against the defendant as follows:

Unpaid Balance of debt:	\$ 24,948.00
Late fee (5%)	\$ 1,247.40
Attorney's fees (10% unpaid balance and interest)	\$ 2,619.54
Total	\$ 28,814.94



Thomas Rivosecchi, Esq.
Attorney for Defendants

FILED

FEB 10 2003

William A. Shaw
Prothonotary

FILED

cc-def

31248-251

FEB 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a :
R. L. MILLER AUGERING COMPANY, :
Plaintiff, :
vs. : No. 03-182, CD 2003
: :
JOHNSON BROTHERS COAL :
COMPANY, INC., a Pennsylvania :
Business Corporation, :
Defendant. :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: :
COUNTY OF INDIANA : SS.
:

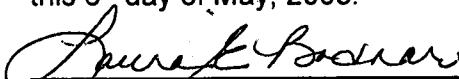
I, Thomas Rivosecchi, being duly sworn according to law, deposes and says that on the 28th day of April, 2003, I did mail by first class mail a copy of the Notice Under Rule 2958.1 of Judgment and Execution thereon and Notice of Defendant's Rights to Johnson Brothers Coal Company, Inc.; said document was sent by return receipt and was delivered to the addressee, as evidenced by Certified Article No. 7002 2030 0002 9333 5867 which is attached hereto as Exhibit 1. Said Notice Under Rule 2958.1 of Judgment and Execution thereon and Notice of Defendant's Rights was served on the addressee on May 2, 2003.



Thomas Rivosecchi, Esquire
Simpson, Kablack & Bell
834 Philadelphia Street
Indiana, PA 15701
(724) 465-5559
Attorneys for Plaintiff

FILED

Sworn to and subscribed before me
this 6th day of May, 2003.



Laura E. Bodnar
Notary Public

MAY 07 2003
m/1:20/m
William A. Shaw
Prothonotary
L. Clegg to Atty

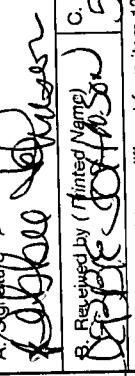
Notarial Seal
Laura E. Bodnar, Notary Public
Indiana Boro, Indiana County
My Commission Expires Feb. 22, 2007

SENDER: COMPLETE THIS SECTION**COMPLETE THIS SECTION ON DELIVERY**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Johnson Brothers Coal Company,
Inc.
R.R. #1 Box 680
P.O. Box 534
Mahaffey, PA 15757

A. Signature		<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)		C. Date of Delivery
		5-2-03

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type	<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label)		102595-32-M-1540
		Domestic Return Receipt

FILED

MAY 07 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a
R. L. MILLER AUGERING COMPANY,

Plaintiff,

No. 03-182, CD 2003

vs.

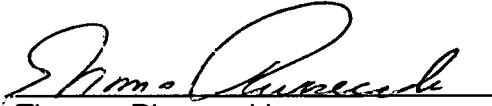
JOHNSON BROTHERS COAL
COMPANY, INC., a Pennsylvania
Business Corporation,

Defendant,

CERTIFICATE OF SERVICE

The undersigned hereby certifies that Plaintiff's Interrogatories in Aid of Execution were served upon the person or entity listed below by United States regular mail, postage prepaid, on July 8, 2003.

Johnson Brothers Coal Company
R.R. 1, Box 580
Mahaffey, PA 15757


Thomas Rivosecchi,
Simpson, Kablack, and Bell
834 Philadelphia Street
Indiana, PA 15701

FILED

JUL 10 2003

William A. Shaw
Prothonotary

FILED NO CC

JUL 10 2003

William A. Shaw
Prothonotary

FILED

JUL 14 2003

William A. Shaw
Prothonotary

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

CIVIL ACTION — LAW

ROGER MILLER t/d/b/a R. L. MILLER
AUGERING COMPANY
vs.
JOHNSON BROTHERS COAL COMPANY, INC., a
Pennsylvania Business Corporation

Execution No. 19

Sur. Judgment No. 03-182, CD xpp 2003.

PRAECIPE FOR WRIT OF EXECUTION
(MONEY JUDGMENT)

TO THE PROTHONOTARY:

Issue writ of execution in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against Johnson Brothers Coal Company, Inc., a Pennsylvania Business Corporation Defendant(s);

(3) and against Clearfield Bank & Trust Company Garnishee(s);

(4) and index this writ Garnishee(s);

(a) against Johnson Brothers Coal Company, Inc., a Pennsylvania Business Corporation Defendant(s);

(b) and against Clearfield Bank & Trust Company Garnishee(s);

as a lis pendens against the real property of the defendant(s) in the name of the Garnishee's as follows:

(Specifically describe property) Any accounts held jointly or individually in the name of Johnson Brothers Coal Company, Inc.

(5) Amount due \$ 28,814.94

Interest from \$

Attorney's commission

Prothonotary Costs \$ 40.00
James Shaw

Attorney for Plaintiff(s)

NOTE

Under paragraph (1) when the writ is directed to the sheriff of another county as authorized by Rule 3103(b), the county should be indicated.

Under Rule 3103(c) a writ issued on a transferred judgment may be directed only to the sheriff of the county in which issued.

Paragraph (3) above should be completed only if a name garnishee is to be included in the writ.

Paragraph (4) (a) should be completed only if indexing of the execution in the county of issuance, is desired as authorized by Rule 3104(a). Where the writ issues to another county indexing is required as of course in that county by the prothonotary. See Rule 3104(b).

Paragraph (4) (b) should be completed only if real property in the name of a garnishee is attached and indexing as a lis pendens is desired. See Rule 3104(c).

Certification as to waiver of exemption may be included in the praecipe. Specific directions to the sheriff as to property to be levied upon may be included in the praecipe or by separate direction at the option of plaintiff.

FILED

Att'y pd. 20.00
7/25/03 1cc & 6 copies to
JUL 14 2003
Supt. Sheriff
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

**ROGER MILLER, t/d/b/a
R. L. MILLER AUGERING COMPANY,**

Plaintiff,

No. 03-182, CD 2003

vs.

**JOHNSON BROTHERS COAL
COMPANY, INC., a Pennsylvania
Business Corporation,**

Defendant,

vs.

**CLEARFIELD BANK &
TRUST COMPANY,**

Garnishee.

Interrogatories to Garnishee Pursuant to Pa.R.C.P. No. 3144:

**To: Clearfield Bank and Trust Company
Johnson Brothers Coal Company
R.R. 1, Box 560, Mahaffey, PA 15757**

You are required to file answers to these interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you.

1) At the time you were served or at any subsequent time did you owe the defendant (Johnson Brothers Coal Company, Inc.) any money or were you liable to him on any negotiable or other written instrument, or did he claim that you owed him any money or were liable to him for any reason? If so, please describe the nature of your obligation.

2) At the time you were served or at any subsequent time was there in your possession, custody or control in the joint possession, custody or control of yourself and one or more other persons any property of any nature owed solely or partly by the Defendant? (Please include all bank accounts in which the Defendant held an interest in and identify the registered owner or owners, the date the account was opened, and the exact title of each account, certificate and/or investment).

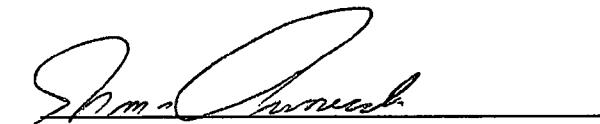
3) At the time you were served or at any subsequent time did you hold legal title to any property of any nature owned solely or in part by the defendant or in which defendant held or claimed any interest? If so, please identify this property.

4) At the time you were served or at any subsequent time did you hold as a fiduciary any property in which the defendant had an interest? If so please describe the nature of the nature of the property held as a fiduciary.

5) At any time before or after you were served did the defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and if so what was the consideration therefor?

6) At any time after you were served did you pay, transfer or deliver any money or property to the defendant or to any person or place pursuant to his direction or otherwise discharge any claim of the defendant against you?

7) At the time you were served or at any subsequent time did you hold a security interest in any real or personal property owed solely or partly by the Defendant? If so, please provide a list of all such property, the nature of your security interest, and identify the registered owner or owners of this property.



Thomas Rivosecchi, Esq.
Simpson, Kablack and Bell
834 Philadelphia Street
Indiana, PA 15701
(724) 465-5559
Attorney for Plaintiff, Roger Miller

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Roger Miller, t/d/b/a
R. L. Miller Augering Company,

Vs.

NO.: 2003-00182-CD

COPY

Johnson Brothers Coal Company, Inc., a
Pennsylvania Business Corporation

Clearfield Bank & Trust Company
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ROGER MILLER, t/d/b/a R. L. MILLER AUGERING COMPANY, Plaintiff(s) from JOHNSON BROTHERS COAL COMPANY, INC., a Pennsylvania Business Corporation, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Clearfield Bank & Trust
Garnishee(s) as follows: any accounts held jointly or individually in the name of Johnson Brothers Coal Company, Inc. and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$28,814.94

PAID: \$40.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/14/2003

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party:
Thomas Rivosecchi, Esq.
834 Philadelphia St., Ste. 200
Indiana, PA 15701
(724) 465-5559

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

To: The Prothonotary of Clearfield County

The Clearfield Bank & Trust Company, Garnishee, files answers to plaintiff's interrogatories as follows:

1. The answer to the plaintiff's interrogatories to #1 is No.
2. The answer to the plaintiff's interrogatories to #2 is Yes.
 - a. 11002786-\$4126.32
 - b. Being held as loan proceeds for a letter of credit.
 - c. Johnson Brothers Coal Co. Inc.
3. Yes
 - a. 1988 Mack 350 Superliner Truck
RR MT 120C Prentice Joystick Log Loader
CX 442 Grapple
1977 Chevy Truck
4. The answer to plaintiff's interrogatories to #4 is No.
5. The answer to plaintiff's interrogatories to #5 is No.
6. The answer to plaintiff's interrogatories to #6 is No.
7. The answer to plaintiff's interrogatories to #7 is No.

Date September 2, 2003

Jeri A. Kurtz

Lori A. Kurtz
Collection Manager
Clearfield Bank & Trust Company

FILED

SFP 022003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 2003-00182-CD

Roger Miller, t/d/b/a
R.L. Miller Auger & Plan Company,

vs.

Johnson Brothers Coal Company, Inc
Defendant

ANSWERS TO PLAINTIFF'S INTERROGA-
TORIES FILED BY CLEARFIELD BANK &
TRUST COMPANY, GARNISHEE

FILED *cc*
SEP 3 2003 CBOT
William A. Shaw
Prothonotary/Clerk of Courts



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

14363

MILLER, ROGER T/D/B/A R. L. MILLER AUGERING COMPANY

03-182-CD

VS.

JOHNSON BROTHERS COAL COMPANY, INC., A PENNSYLVANIA BUSINE

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURNS

NOW, AUGUST 12, 2003, @ 9:20 A.M. O'CLOCK SERVED WRIT OF EXECUTION AND
INTERROGATORIES TO GARNISHEE ON DEBBIE KLINE, TELLER AT CLEARFIELD
BANK & TRUST COMPANY, GARNISHEE, AT HER PLACE OF EMPLOYMENT 11 NORTH
SECOND STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING
TO DEBBIE KLINE, TELLER AT CLEARFIELD BANK & TRUST COMPANY, GARNISHEE,
A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND
INTERROGATORIES TO GARNIAHEE AND BY MAKING KNOWN TO HER THE CONTENTS
THEREOF.

NOW, OCTOBER 13, 2003 RETURN WRIT AS BEING SERVED, PAID COSTS FROM
THE ADVANCE AMD MADE A REFUND OF THE UNUSED ADVANCE TO THE ATTORNEY.

SHEIRFF HAWKINS \$20.37
SURCHARGE \$10.00
PAID BY ATTORNEY

FILED

01/13
OCT 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

13th Day Of October 2003

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
by Cynthia Bitter-Augherbaugh
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW**

Roger Miller, t/d/b/a
R. L. Miller Augering Company,

Vs.

NO.: 2003-00182-CD

Johnson Brothers Coal Company, Inc., a
Pennsylvania Business Corporation

Clearfield Bank & Trust Company
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due ROGER MILLER, t/d/b/a R. L. MILLER AUGERING COMPANY, Plaintiff(s) from JOHNSON BROTHERS COAL COMPANY, INC., a Pennsylvania Business Corporation, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:
Clearfield Bank & Trust
Garnishee(s) as follows: any accounts held jointly or individually in the name of Johnson Brothers Coal Company, Inc. and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$28,814.94

PAID: \$40.00

INTEREST: \$

SHERIFF: \$

PROTH. COSTS: \$

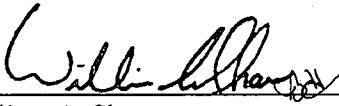
OTHER COSTS: \$

ATTY'S COMM: \$

DATE: 07/14/2003

Received this writ this 14th day
of July A.D. 2003
At 3:15 A.M./P.M.

Chas. A. Hawkins
Sheriff By Cynthia Butler Augerlough



William A. Shaw
Prothonotary/Clerk Civil Division

Requesting Party:
Thomas Rivosecchi, Esq.
834 Philadelphia St., Ste. 200
Indiana, PA 15701
(724) 465-5559

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a
R. L. MILLER AUGERING COMPANY,

Plaintiff,

No. 03-182, CD 2003

vs.

JOHNSON BROTHERS COAL
COMPANY, INC., a Pennsylvania
Business Corporation,

Defendant,

PRAECIPE FOR JUDGMENT UPON ADMISSION

TO THE PROTHONOTARY:

Please enter judgment in favor of the plaintiff and against the garnishee bank, Clearfield Bank and Trust Company, 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830-0171, for the sum of \$4,126.32, which sum represents property of the defendant. Garnishee admitted in its the answer to interrogatories that it was in possession of said property.

Respectfully submitted,

Simpson, Kablack, & Bell
834 Philadelphia Street
Indiana, PA 15701



Thomas Rivosecchi, Esquire

Date: October 7, 2003

FILED

OCT 03 2003

12:30pm

William A. Shaw

Prothonotary/Clerk of Courts

1 CEN to Army
w/ notice & statement

NOTICE TO CBT,

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Roger Miller R. L. Miller Augering Company

Vs.

No. 2003-00182-CD

Johnson Brothers Coal Company, Inc.

Clearfield Bank & Trust Company, Garnishee

To: Clearfield Bank & Turst Company, Garnishee

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$4,126.32 on the October 8, 2002.

William A. Shaw
Prothonotary



William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Roger Miller
R. L. Miller Augering Company
Plaintiff(s)

No.: 2003-00182-CD

Real Debt: \$4,126.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Johnson Brothers Coal Company, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Judgment Upon Admission

Clearfield Bank & Trust Company, Garnishee
AS TO GARNISHEE ONLY

Date of Entry: October 8, 2003

Expires: October 8, 2008

Certified from the record this October 8, 2003

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

ROGER MILLER, t/d/b/a :
R. L. MILLER AUGERING COMPANY, :
Plaintiff, :
vs. :
No. 03-182, CD 2003
JOHNSON BROTHERS COAL :
COMPANY, INC., a Pennsylvania :
Business Corporation, :
Defendant, :
:

PRAECIPE FOR WITHDRAWAL OF JUDGMENT UPON ADMISSION

TO THE PROTHONOTARY:

Please withdraw the judgment entered in favor of the plaintiff and against the garnishee bank, Clearfield Bank and Trust Company, 11 North 2nd Street, P.O. Box 171, Clearfield, PA 16830-0171, for the sum of \$4,126.32, entered on October 8, 2003.

Respectfully submitted,
Simpson, Kablack, & Bell
834 Philadelphia Street
Indiana, PA 15701



Thomas Rivosecchi, Esquire

Date: October 10, 2003

FILED

OCT 14 2003

William A. Shaw
Prothonotary

**Simpson, Kablack & Bell
Attorneys at Law
834 Philadelphia Street, Suite 200
Indiana, Pennsylvania 15701**

John S. Simpson
Wayne A. Kablack
Paul A. Bell, II
Thomas Rivosecchi

October 10, 2003

Telephone
(724) 465-5559
Fax
(724) 465-2046

Christopher S. Welch

File No.

1185-1

William A. Shaw, Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: Roger Miller, t/d/b/a R. L. Miller Augering Company vs.
Johnson Brothers Coal Company, Inc., a Pennsylvania
Business Corporation - No. 03-182 CD 2003

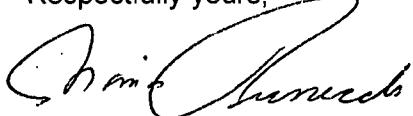
Dear Mr. Shaw:

Enclosed, please find a Praecept to Withdraw the Judgment Upon Admission that I had previously filed in regard to the above matter.

The reason for the filing of this withdrawal is that I have been informed by Clearfield Bank and Trust that the account set forth in the Answers to Interrogatories is in fact a line of credit available to Johnson Brothers Coal Company and that this account cannot be accessed without the approval of the bank. By way of the Answers to Interrogatories, I was led to believe that the \$4,126.32 was the current balance of a garnishable account.

I thank you for giving this matter your attention and, if you have any questions or concerns, please feel free to contact me.

Respectfully yours,



Thomas Rivosecchi

TR/lb
Encls.