

DOCKET NO. 174

Number	Term	Year
189	May	1961

Motive Parts Company

Versus

Geynet Lansberry t/a

Geynet Lansberry Coal Co.



14/332

July 19, 1961

Smith Smirh and Work

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Motive Parts Company		No 189 May	Term 1961	
ve				
Geynet Lansberry, Ind and		No 22 May	Term 1961	
trading as Geynet Lansberry				
Coal Co.				
RDR.	3.00	Exec Debt		800.00
Levy	3.00	Int Fr 10/12/60 to Date		32.00
Service	3.00	Atty		12.50
c/s d/s	2.00	Attys Comm		80.00
Mileage	2.00	Sheriffs Costs		29.00
Comm	16.00			
Total	29.00	Total		\$953.50

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Seized, taken in execution, and to be sold as the property of

Sheriff

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Seized, taken in execution, and to be sold as the property of

Sheriff

Sheriff's Office, Clearfield, Pa., _____ 19__

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance with some minor speckling or noise, possibly from the scanning process. There is no handwriting or other markings on the page.

Seized, taken in execution, and to be sold as the property of

Sheriff

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Seized, taken in execution, and to be sold as the property of

Sheriff

Writ of Execution - Money Judgments.

Motive Parts Company.

vs

Geynet Lansberry, individually and
t/a Geynet Lansberry Coal Company

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

NO.

22

May

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

SS:

County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Geynet Lansberry,

individually and t/a Geynet Lansberry Coal Company, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

~~1959 Willys station wagon, Serial No. 54168-39783~~
1959 Willys station wagon, Serial No. 54168-39783

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant 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 that he has been added as garnishee and is enjoined as above stated.

Amount due

\$ 800.00

Attys. Comm.

\$ 80.00

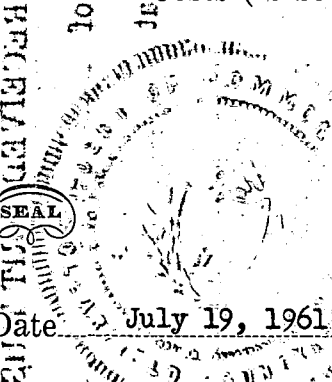
Interest from October 12, 1960

\$

Costs (to be added)

Attorneys

\$ 12.50



Date July 19, 1961

WRIT OF EXECUTION

(Money Judgments)

EXCELUTION DEBIT

800.00

Interest from

10/12/60

By

15.20

Wm. H. Hager

60.00

Prothonotary

60.00

Deputy

60.00

Proth'y. No. 64

60.00

New Aug, 10, 1961

Writ returned and

marked satisfied

William C. Smith

W.C.S.

New Aug 10, 1961 by direction of William C. Smith Attorney for Plaintiff. I hereby direct the writ returned marked (satisfied) Debt & cost paid.
So ordered
Charles L. Grossman

No. 189 May Term, 19 61
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA.
Motive Parts Company
vs.
Geynet Lansberry, individually and trading as Geynet Lansberry Coal Company
WRIT OF EXECUTION

RECEIVED WRIT THIS 1961
of A. D., 19 61
at 4:45 P.M.
Charles L. Grossman
Sheriff

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	800 00
Interest from - - -	10/12/60
Prothonotary - - -	
Use Attorney - - -	12 50
Use Plaintiff - - -	
Attorney's Comm. -	80 00
Satisfaction - - -	
Sheriff - - -	
620 00 Pd.	

Smith, Smith & Work
Attorney for Plaintiff(s)

MOTIVE PARTS COMPANY

VS

GEYNET LANSBERRY, individually and
t/a Geynet Lansberry Coal Company

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

NO. 189 May

Term, 19 61

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;

(2). against the following property 1959 Willys stationwagon, Serial

No. 54168-39783 of defendant(s) and

(3) x against the following property in the hands of x (name) _____ garnished x

(4). and index this writ

(a) against Geynet Lansberry, individually and trading as Geynet

Lansberry Coal Company defendant(s) and

(b)(7)(C), (b)(7)(D)

xxas a dispendence against the property of the defendant (s) in name of gain the xxas follows

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due							\$ 800.00
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Attys. Com.	80.00
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Interest from October 12, 1960 To \$_____

13

Costs (to be added) \$

SMITH, SMITH & WORK

BY: W. A. Smith
Attorney for Plaintiff(s)

Proth'y. No. 63

ARTICLE OF EXHIBITION

(101-1-100000)

EXTENSION DEBT

Intergraph Corp.

10/15/50

Proposed

The British

APPOINTING COMMITTEE

Deficiency

62-110

Attorneys for Plaintiff

RECEIVED WRIT THIS _____ day
of _____ A. D., 19____,
at _____ M.

Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	
Interest from - - -	
Prothonotary - - -	
Use Attorney - - -	
Use Plaintiff - - -	
Attorney's Comm. -	
Satisfaction - - -	
Sheriff - - - - -	

Attorney for Plaintiff(s)

No. 189 May Term, 19 61
No. 22 May Term, 19 61
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

MOTIVE PARTS COMPANY

VS.

GEYNET LANSBERRY, indy.
and t/a GEYNET LANSBERRY

COAL COMPANY

Præcipe for Writ of Execution

Sealed
FILED
JUL 19 1961
WM. T. HAGERTY
PROTHONOTARY

6.00 by atty.

Clearfield, Pa., October 12, 1960 No. _____

For Value Received I/We promise to pay to the order of

Motive Parts Company the sum of

One thousand ----- (\$1,000.00) Dollars \$ 1,000.00

without defalcation, with interest at the rate of 6% per annum from maturity, said principal sum to be payable in ten equal monthly installments of \$ 100.00 beginning on the

12th day of November 1960.

In case said installments, or any of them, are not paid within 15 days after the same become due, the whole of said principal sum shall forthwith become due and payable at the option of the holder of this note.

In event that I/We shall fail to make any payment herein provided for at the time when the same becomes due under the provisions hereof, and said payment shall become overdue for a period in excess of 15 days, I/We promise to pay a "late charge" of five cents (5) for each dollar so overdue, for the purpose of defraying the expense of following up and handling the said delinquent payment.

I/We hereby expressly waive inquisition, stay of execution and the benefit of all exemption laws, and I/We further empower the holder or any attorney of any Court of Record within the United States to appear for me/us and confess judgment against me/us for the above sum, with above waivers, costs of suits; release of errors and with ten per cent Attorney's Commission.

Payable at the ~~Bank of Clearfield, Pa.~~ Smith, Smith & Work, Clearfield, Pa.

Credit or Cash _____

Credit Life Ins. Woodland, Penna.

Address

Proceed _____

Disct. _____

Face _____

N-12

Address

Geynet Lansberry, individually and t/a
Geynet Lansberry Coal Company



or value received. We hereby assign the within note to The County National Bank A. Clearfield and guarantee payment thereof in accordance with its terms.



MOTIVE PARTS COMPANY

In the Court of Common Pleas

of Clearfield County,

of May Term, 19 61

vs.
GGEYNET LANSBERRY, individually
and t/a Geynet Lansberry
Coal Company
Woodland, Penna.

No. 189

D. S. B.

State of Pennsylvania,
County of Clearfield } ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant, bearing date the 12th day of October A. D. 1960, whereby the Defendant doth promise to pay to the said Plaintiff the sum of One Thousand (\$1,000.00) Dollars, for value received, with interest from October 12, 1960 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against him and in favor of said Plaintiff for the said sum of One thousand and 00/100 Dollars with interest from October 12, 1960 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers,

part of which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$ 800.00

Interest from 10-12-60
Attys. Com. 80.00

SMITH, SMITH & WORK

BY: W. T. Hagerty
Attorney for Plaintiff

State of Pennsylvania,
County of Clearfield } ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendant in the stated action without writ, as of May Term, 1961, and therein confess judgment against him and in favor of Motive Parts Company, the Plaintiff, for sum of Eight Hundred and 00/100 (\$800.00) Dollars, with interest from October 12, 1960, costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon.

SMITH, SMITH & WORK

BY: W. T. Hagerty

Attorney for Defendant

To Wm. T. Hagerty, Esq.,

Pro. Com. Pleas of Clearfield Co.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MOTIVE PARTS COMPANY

VS

No.

May Term, 1961

GEYNET LANSBERRY, individually
and trading as GEYNET LANSBERRY
COAL COMPANY

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA:

SS

COUNTY OF ALLEGHENY :

Chas. S. Bygate, being duly sworn according to law,
deposes and says as follows:

1. He is the President of Motive Parts Company, and as such is authorized to make this Affidavit.
2. The above named Defendant is indebted to Motive Parts Company in the sum of \$800.00, with interest from October 12, 1960, and attorneys' commission of 10 per cent or \$80.00.
3. That said obligation is past due and in default, and there remains a balance due thereon in the amount of \$800.00.
4. That the debtor has been requested, both orally and in writing, to pay said obligation and clear up the default, but he has failed and neglected to do so, and as a result of said default, all of said obligation has become due and payable.
5. Said defendant has no defense to said obligation, and the same is past due and justly due and owing:

Sworn and subscribed to
before me this 22nd day
of May, 1961.

Agnes M. Keelan

AGNES M. KEELAN, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
Feb. 10, 1965