

DOCKET NO. 173

Number	Term	Year
292	February	1961

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James L. Harter

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Versus

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Veolin Elliott

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Shirley A. Elliott

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

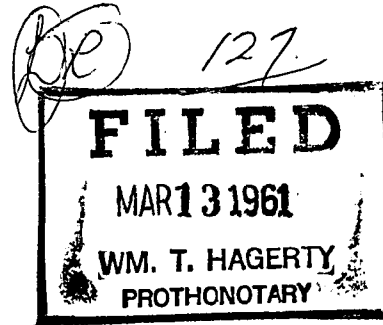
No. 292 February Term, 1961

*19 Feb 1961*

JAMES L. HARTER  
Mahaffey, Pennsylvania

Vs.

VEOLIN ELLIOTT and  
SHIRLEY A. ELLIOTT,  
McGees Mills, Pennsylvania



UREY & MIKESELL

By

*Will R. Mikesell*  
Attorneys

In the Court of Common Pleas of Clearfield County, Pennsylvania

JAMES L. HARTER

Mahaffey, Pennsylvania

*versus*

VEOLIN ELLIOTT and

SHIRLEY A. ELLIOTT,  
McGees Mills, Pennsylvania

No. 292, February Term, 19 61  
Debt \$ 437.64  
Attorney's Commission 10% 43.76  
Interest from June 1, 1960  
Costs  
Credits in the amount of 270.00

To Prothonotary of said Court, William T. Hagerty, Esq.

Sir: Enter our appearance for the Plaintiff in the above stated case, and issue Writ of Fieri Facias to collect Debt, Interest, Attorney's Commission and Costs in the above stated Judgment.

UREY & MIKESELL

By Donald R. Miksell  
Attorney for Plaintiff

Clearfield, Pa., March 13, 19 61

PLAINTIFF'S ATTORNEY

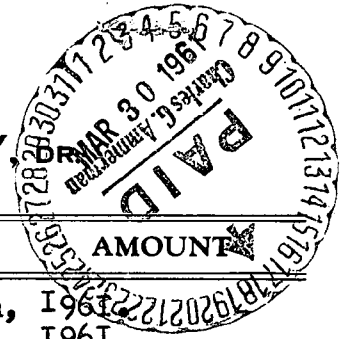


LEDGER NO. 14-282

CLEARFIELD, PA.

Urey &amp; Mikesell

TO SHERIFF OF CLEARFIELD COUNTY



PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
James L. Harter Mahaffey, Pa. vs Veolin Elliott Sherley A. Elliott Mc Gees Mills Pa.		No. 292 No. 19	February Term, 1961 February Term, 1961.	
R.D.R.....\$3.00 Levy ..... 3.00 Service..... 3.00 c/d d/s..... 2.00 Mileage..... 5.00 Commission. 3.35  Total \$19.35			Execution Debt.....437.64 Credit from Execut Debt...270.00  Bal \$167.64 Int. fr. June I, 1960... 8.85 Attys..... 12.50 Attys Commission..... 43.76 Sheriff,s Costs..... 19.35 Total.....\$252.10 225.10	

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.

P. L. Laws.

1923

Act No. 220, page 347.



# 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

*M<sup>rs</sup> Lee Mills*

*N. S. AXX - 181.  
Ches- 19 Below 1957  
at Door Ledge  
white top of Brown Bottom*

*All House hold  
Goods  
and Personal  
Property to Def*

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

*Verlin and Sheryl A. Elliott*

*Charles H. Hennen*

Sheriff

Sheriff's Office, Clearfield, Pa., *March-18* 19*61*

Writ of Execution - Money Judgments.

James L. Harter

vs.

Veolin Elliott and  
Shirley A. Elliott

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

NO. 292 February

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against \_\_\_\_\_  
Shirley A. Elliott \_\_\_\_\_, defendant(s);

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

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of \_\_\_\_\_, as garnishee,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 a garnishee and is enjoined as above stated.

Amount due  
Credit \$270.00  
Interest from June 1, 1961  
Attys. Comm.  
Costs (to be added) Attorneys

\$ 437.64

\$

43.76

\$ 12.50

*John T. Hogarty*  
Prothonotary

By \_\_\_\_\_  
Deputy



Date March 13, 1961

Proth'y. No. 64

Now March 28, 1960, having received payment in full, return the writ Writ Satisfied in full.

Urey & Mikesell  
by Donald R. Milesell  
Atty for Plaintiff

Now March 30, 1961, by direction of Attys Urey and Mikesell by Donald R. Milesell Atty for Plaintiff return this writ satisfied in full, All costs paid.

So Answers

Charles G. Ammerman,  
Sheriff,

No. 292 February Term, 19 61  
No. 19 February Term, 19 61

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

James L. Harter

Mahafey, Pa.

VS.

Veolin Elliott

Shirley A. Elliott

McGees Mills, Pa.

WRIT OF EXECUTION

Urey & Mikesell  
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS day  
of MAR 13 1961 A. D., 19  
at 2:00 P. M.

Charles G. Ammerman  
Sheriff

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$437.64
Interest from - - -	6/1/61
Credit	\$270.00
Prothonotary - - -	
Use Attorney - -	12.50
Use Plaintiff - -	
Attorney's Comm. -	43.76
Satisfaction - - -	
Sheriff - - - -	
20.00 pd	

Urey & Mikesell  
Attorney for Plaintiff(s)

\$ 437.64 June 1 1960

One (1) day after date we promise to pay to the order of James L. Harter

\*\*\*\*\* Four Hundred Thirty-seven and 64/100 \*\*\*\*\* Dollars

Payable at James L. Harter's residence at Mahaffey, Pa.

Without deduction, value received, with interest for us do hereby empower our Attorney of any Court of Record within the United States or elsewhere to appear for us and after one or more declarations filed, confess judgment against us as of any term for the above sum with costs of suit and Attorney's commission of ten (10) percent for collection and release of all errors, and without stay of execution and injunction and extension upon any levy on real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution herein is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

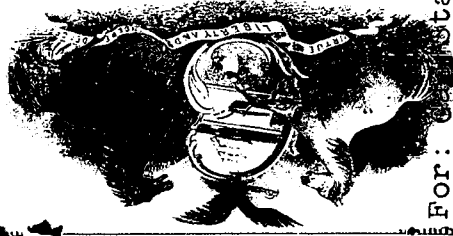
Witness our hand and seal

(SEAL)

For: Station Stock.

No. Due

(SEAL)





437.64  
30 June

407.64  
3000 July 10

377.64  
30 Aug 7.

347.64  
32 Sept 8

317.64  
30 Oct. 6

287.64  
30 Nov. 12

257.64  
30 Dec. 9

227.64

227.64  
30 Jan 10

197.64  
30 Feb. 6

167.64

In the Court of Common Pleas of the County of CLEARFIELD

JAMES L. HARTER

Of February

Term, 19 61

Mahaffey, Pennsylvania

No. 292

VERSUS

VEOLIN ELLIOTT and  
SHIRELY A. ELLIOTT

McGees Mills, Pennsylvania

STATEMENT AND CONFESSION.

CLEARFIELD

COUNTY, ss.

The Plaintiff's claim in this case is founded on writing obligatory, dated the first  
day of June A. D. 19 60, by which the Defendant s did

promise to pay the Plaintiff James L. Harter, the sum of Four Hundred  
Thirty-seven and 64/100 (\$437.64) Dollars

And which said writing obligatory contained a Power of Attorney authorizing any Attorney of  
any Court of Record in the United States, or elsewhere, to appear therein for said Defendant and  
confess judgment in favor of the Plaintiff for the said sum, with costs of suit, release of errors,  
without stay of execution, waiving inquisition, condemnation and  
exemption, and with ten (10%) per cent attorney's commission for  
collection, as per tenor of note attached.

We            certify the above to be a true statement of the Plaintiff's claim, and that the same  
remains due and unpaid to the best of our knowledge. Witness our ~~my~~ hands  
this 13 day of March A. D. 19 61

Debt \$ 437.64

Attorney's Commission \$ 43.76

481.40

UREY & MIKESELL

By                     

Attorney for Plaintiff

Interest from June 1, 1960

(OVER)

Credits in the amount of \$270.00

BY VIRTUE of the Power of Attorney above recited and hereto attached we do hereby appear for the said defendant and confess Judgment in favor of the Plaintiff for the sum of Four Hundred Thirty-seven Dollars and Sixty-four cents, with costs of suit, interest and release of errors without stay of execution, waiving inquisition, condemnation and exemption, and with ten (10%) per cent, to wit \$43.76, attorney's commission for collection, as per tenor of note attached hereto.

UREY & MIKESELL

By

*Donald R. Mikehall*  
Attorney for Defendant

The precise residence of the Plaintiff is Mahaffey, Pennsylvania.

The precise residence of the defendants is McGees Mills, Clearfield County, Pennsylvania.

UREY & MIKESELL

By

*Donald R. Mikehall*  
Attorney

No 292 February Term, 1961

JAMES L. HARTER

Mahaffey, Pennsylvania

VERSUS

VEOLIN ELLIOTT and  
SHIRLEY A. ELLIOTT,  
McGees Mills, Pennsylvania

D. S. B.

Statement and Confession on

Judgment Note

Filed and entered

**FILED**

MAR 13 1961

WM. T. HAGERTY

PROTHONOTARY

UREY & MIKESELL

By

*Donald R. Mikehall*  
Plaintiff's Attorney.