

DOCKET NO. 174

NUMBER	TERM	YEAR
320	May	1961

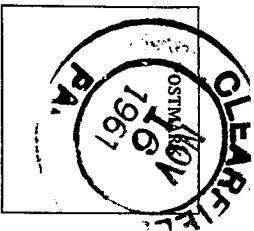
THE INTERSTATE AMESITE CORPORATION

VERSUS

JAMES V. DE ANGELO, trading as

SUPERIOR LANDSCAPING COMPANY:

CLEAR



REGISTERED NO: 715

Value \$ 2

Spec. deliv. fee \$ —

Fee \$ 60

Ret. receipt fee \$.10

Surcharge \$ —

Rest. deliv. fee \$ —

Postage \$.94

Airmail

Postage

Postmaster, By

From Cleopatra

Postmaster, By

To James A. Shaffer

Postmaster, By

James A. Shaffer

Postmaster, By

POD Form 3806
Sept. 1955

10-70493-3

The sender is not required to pay a registration fee providing for full indemnity coverage (up to the limit of \$1,000). However, if the actual value of the matter mailed exceeds \$25, the sender must pay a fee of at least 55 cents. Some matter having no intrinsic value, so far as the registry service is concerned, may involve considerable cost to duplicate if lost or destroyed. The sender is privileged to pay a fee for insurance against costs of duplication if desired.

Domestic registered mail is subject to surcharge when the declared value exceeds the maximum indemnity covered by the fee paid by \$1,000 or more. Claims must be filed within 1 year from date of mailing.

Consult postmaster as to fee chargeable on registered parcel post packages addressed to foreign countries.

648-16-70498-3
GPO

1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY to addressee

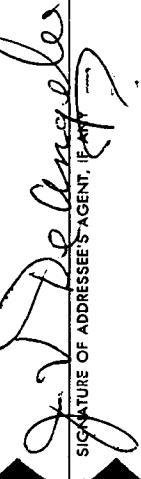
Show address where delivered

(Additional changes required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

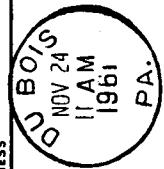
SIGNATURE OF ADDRESSEE (must always be filled in)



SIGNATURE OF ADDRESSEE'S AGENT, IF APPLICABLE

DATE DELIVERED 12/13/90 ADDRESS WHERE DELIVERED (only if requested in item #1)

Form 12-715AR-4 GPO

POST OFFICE DEPARTMENT <small>OFFICIAL BUSINESS</small>		<small>PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$3.00</small>	
		<small>POSTAL CARD OF FIGHTING FOR SUPPORT YOUR TAX ASSUAIATION</small>	
INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.			
<small>REGISTERED NO.</small> <u>715</u>	<small>NAME OF SENDER</small> <u>Sheriff's Office</u>	<small>RETURN TO</small> 	<small>STREET AND NO. OR P. O. BOX</small> <u>P O Box 373</u>
<small>CERTIFIED NO.</small> <u></u>	<small>INSURED NO.</small> <small>CITY, ZONE AND STATE</small> <u>CLEARFIELD, PA.</u>		

POD Form 3811 Jan. 1958

CS5-16-71548-4

November 15, 1961

Dear Sir:

By virtue of a writ of Execution No 23 September Term 1961 (Judgment No 320 May Term 1961) at the suit of The Interstate Amiesite Corporation, I have levied on Personall Property of James V. DeAngelo t/a Superior Landscaping Company., One Ford truck F-500 Lic No U46-24C and Office furniture., The total bill that is owed is \$479.54 Unless the bill is paid at this office within a week from this date, we will have to post the property for sale.,

Very Truly Yours

Charles G. Ammerman
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

Office furniture
Large Refrigerator

Bushes & Trees for sale
1 Ford F. 500 TRUCK Lic No 146-246

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

James V. Neffoglio Gypsum Manufacturing Co.
Charles L. Gammie Sheriff

Sheriff's Office, Clearfield, Pa., Oct. 3, 1961.

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

Writ of Execution - Money Judgments.

The Interstate Amiesite Corporation } IN THE COURT OF COMMON PLEAS
vs. } OF CLEARFIELD COUNTY, PENNSYLVANIA.

James V. DeAngelo t/a
Superior Landscaping Company

NO. 23 September

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania } SS:
County of Clearfield }

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against James V. DeAngelo t/a
Superior Landscaping Company, 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 \$ 379.99

Interest from November 15, 1959 \$

Costs (to be added) Attorney \$7.50--Prothonotary \$3.00 \$

Prothonotary this writ \$7.00

John T. Slay
Prothonotary

By _____
Deputy

Date October 31, 1961

Proth'y. No. 64



Now, November 28, 1961, the debt, interest and costs having been paid in full, I hereby direct this writ to be returned and judgment to be marked "satisfied."

J. Paul Frantz, Jr.
atty for Plaintiff

Now, November 28, 1961 by direction of J. Paul Frantz, Jr. Attorney for the Plaintiff, I, return this writ SATISFIED"
Sheriffs Costs Paid..

Charles G. Ammerman
Charles G. Ammerman
Sheriff.

No. 320 May Term, 1961
No. 23 September Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

The Interstate Amiesite Corpora-

tion

vs.

James V. DeAngelo t/a

✓ Superior Landscaping Company

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT \$379.99

Interest from - - - 11.15.59

Prothonotary - - - 7.00

Use Attorney - - 7.50

Use Plaintiff Pro. 3.00

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - - -

RECEIVED

RECEIVED WRIT THIS 21st day
of December A. D. 1961,
at 2:45 P.M.
Charles G. Ammerman
Sheriff

J. Paul Frantz, Jr.
Attorney(s) for Plaintiff(s)

J. Paul Frantz, Jr.
Attorney for Plaintiff(s)

259



November 1, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
The Interstate Amiesite Corp.		No 320	May Term 1961	
vs		No 23	Sept Term 1961	
James V. DeAngelo t/a				
Superior Landscaping Co.				
 RDR.	3.75	Exec Debt		\$379.99
Levy	3.75			
Service	3.75	Int Fr 11/15/59		55.60
c/s d/s	2.00			
Commission	7.60	Prothonotary		7.00
Mileage	5.60			
 Total	 \$26.45	Attorney		7.50
		Pro This Writ		3.00
		Sheriffs Costs		<u>26.45</u>
		 Total		 \$479.54

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.



J. Paul Frantz, Jr.

November 1, 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
The Interstate Amiesite Corp.		No 320	May Term 1961	
vs		No 23	Sept Term 1961	
James V. DeAngelo t/a				
Superior Landscaping Co.				
RDR.	3.75	Exec Debt		\$379.99
Levy	3.75			
Service	3.75	Int Fr 11/15/59		55.60
c/s d/s	2.00			
Commission	7.60	Prothonotary		7.00
Mileage	5.60			
Total	\$26.45	Attorney		7.50
		Pro This Writ		3.00
		Sheriffs Costs		<u>26.45</u>
		Total		\$479.54

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.



November 1, 1961

J. Paul Rantz, Jr.

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
The Interstate Amesite Corp.		No 320	May Term 1961	
vs		No 23	Sept Term 1961	
James V. DeAngelo t/a				
Superior Landscaping Co.				
R.R.	3.75	exec debt		37.00
Levy	3.75			
Service	3.75	Int fr 11/15/60		35.00
c/s d/s	2.00			
Commission	7.60	Prothonotary		7.00
Mileage	5.60			
Total	26.45	Attorney		7.50
		to this Bill		3.00
		Sheriff's Costs		<u>26.45</u>
		Total		472.54

Charles G. Zimmerman 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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE INTERSTATE AMIESITE CORPORATION :
VS. : No. 320 May Term, 1961
53 JAMES V. DeANGELO trading as IN ASSUMPSIT
SUPERIOR LANDSCAPING COMPANY :
114

PRAECIPE FOR JUDGMENT

TO: WM. T. HAGERTY, PROTHONOTARY:

Enter judgment in favor of The Interstate Amiesite Corporation, plaintiff, and against James V. DeAngelo, trading as Superior Landscaping Company, defendant, for failure to file an Answer or other defensive pleading according to the calculation below.

J. Paul Frank Jr.

Attorney for Plaintiff

Dated:
July 17, 1961

CALCULATION

Debt	\$379.99
Interest from November 15, 1959	
Costs	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE INTERSTATE AMIESITE
CORPORATION

VS.

JAMES V. DeANGELO trading as
SUPERIOR LANDSCAPING COMPANY

No. 320 May Term, 1961
IN ASSUMPSIT

PRAECIPE FOR WRIT OF EXECUTION

#23 Sept 2, 1961
Pg 171

TO: WM. T. HAGERTY, PROTHONOTARY

Issue writ of execution in the above matter,

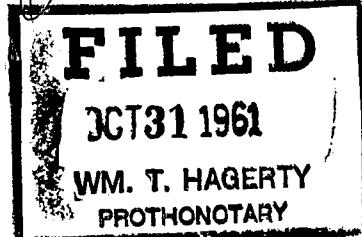
- (1) directed to the Sheriff of Clearfield County;
- (2) against James V. DeAngelo trading as Superior Landscaping Company, defendant;
- (3) and index this writ
 - (a) against James V. DeAngelo trading as Superior Landscaping Company, defendant.
- (4) Amount due \$379.99
Interest from November 15, 1959
Costs

J. Paul Frank Jr.

Attorney for Plaintiff

DATED:

October 31, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THE INTERSTATE AMESITE
CORPORATION

VS.

No. 320 May Term, 1961

JAMES V. DeANGELO trading as
SUPERIOR LANDSCAPING COMPANY

COMPLAINT

1. The plaintiff, Interstate Amesite Corporation, is a corporation organized and existing under the laws of the State of Delaware with its principal place of business at Concordville, Pennsylvania and its mailing address at P. O. Box 868, Wilmington, Delaware.

2. The defendant, James V. DeAngelo, is an individual trading as Superior Landscaping Company, of Sandy Township, Clearfield County, Pennsylvania with its mailing address at P. O. Box 654, DuBois, Pennsylvania

3. That from September 14, 1959 to October 15, 1959 the plaintiff, at the oral request of the defendant, sold and delivered to the defendant certain goods, wares and merchandise of the kind and description set forth in the invoices hereto attached, marked Exhibit "A" and made a part hereof.

4. That the prices charged the defendant by the plaintiff were fair and reasonable at the time they were made, were the same as charged other customers of the plaintiff for the same goods, wares and merchandise and were the prices which the defendant agreed to pay for the same.

5. That the total amount of the goods, wares and merchandise sold to the defendant by the plaintiff amount to \$754.99 and that under date of March 17, 1960, the defendant paid the plaintiff the sum of \$200.00 and under date of April 7, 1961, defendant was given a credit of \$175.00 for work done for the plaintiff leaving a balance due of \$379.99.

6. The plaintiff has made frequent demands upon the defendant for payment of this balance due, namely, \$379.99, but defendant has refused or neglected and still refuses and neglects to pay the same or any part thereof.

WHEREFORE, plaintiff demands judgment against the defendant in the amount of \$379.99 with interest thereon from November 15, 1959.

J. Paul Frank, Jr.
Attorney for Plaintiff

STATE OF Delaware : SS:
COUNTY OF New Castle :

D. B. GALLAGHER, being duly sworn according to law deposes and says that he is Secretary and Treasurer of The Interstate Amesite Corporation, the above plaintiff; that he makes this affidavit on its behalf being authorized to do so; that he is familiar with the books and records of the said plaintiff; and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge or information and belief.

Washington

Sworn to and subscribed before me
this 25 day of May, 1961.

Frank R. Webb
Notary Public

1M 5-60

STATEMENT

THE INTERSTATE AMIESITE CORPORATION

P. O. BOX 868

WILMINGTON 99, DEL., May 25, 1961

Superior Landscaping Co.

Box 154

DuBois, Pa.

TERMS: { NET CASH 30 DAYS FROM DATE OF DELIVERY.
INTEREST AT 6% PER ANNUM CHARGED ON OVERDUE ACCOUNTS.

9/14/59	\$450.01
9/17/59	131.82
10/15/59	<u>173.16</u>
Received 3/17/60	\$754.99
	<u>200.00</u>
	\$554.99

Credited to the account of the
Superior Landscaping Company for
Article of Agreement dated
7th April 1961, remove tree 175.00

\$379.99

EXHIBIT "A"

THE INTERSTATE AMIESITE CORPORATION
ON U.S. 202—ONE HALF MILE SOUTH OF U.S. 1
CONCORDVILLE, PENNSYLVANIA

September 14, 1959

- TERMS

Net Cash 30 Days From Date
of Delivery. Interest at 6%
Per Annum Charged on Over-
due Accounts.

 Mailing Address:
P. O. Box 868
Wilmington, Delaware

Sold to } Superior Landscaping Co. SHIPPED
Reynoldsville TO
Pennsylvania same

BILL	SALES ORDER	PUR. ORDER	REQUISITION	SHIPPED FROM	VIA	
10-121 C 2452				Reynoldsville, Pa.	Truck-Collect	
DATE SHIPPED	DELIVERIES IN NET TONS				PRICE PER NET TON	AMOUNT
	TOP	BASE		TOTAL		
9/5/59			29 ID-2			
9/11						
9/14	11	ID-2				
	6	"				
9/14	1.60	1-B stone		1.60	4.50	<u>7.20</u>
						\$432.70
						<u>17.31</u>
						\$450.01

DEPENDABLE PAVING PRODUCTS
ORIGINAL INVOICE

THE INTERSTATE AMIESITE CORPORATION
ON U.S. 202—ONE HALF MILE SOUTH OF U.S. 1
CONCORDVILLE, PENNSYLVANIA

September 17, 1959

- TERMS

Net Cash 30 Days From Date
of Delivery. Interest at 6%
Per Annum Charged on Over-
due Accounts.

 Mailing Address:
P. O. Box 868
Wilmington, Delaware

Sold to } Superior Landscaping Co. SHIPPED
Reynoldsville TO
Pennsylvania same

BILL	SALES ORDER	PUR. ORDER	REQUISITION	SHIPPED FROM	VIA	
10-124 B 2452				Reynoldsville, Pa. Truck-Collect		
DATE SHIPPED	DELIVERIES IN NET TONS				PRICE PER NET TON	AMOUNT
	TOP	BASE		TOTAL		
9/15/59	5	FJ-1				
9/16	4	"				
9/17	4	"		13	9.75	\$126.75
				Pa. tax		<u>5.07</u>
						\$131.82

DEPENDABLE PAVING PRODUCTS
ORIGINAL INVOICE

THE INTERSTATE AMIESITE CORPORATION
ON U.S. 202—ONE HALF MILE SOUTH OF U.S. 1
CONCORDVILLE, PENNSYLVANIA

TERMS

Net Cash 30 Days From Date
of Delivery. Interest at 6%
Per Annum Charged on Over-
due Accounts.

October 15, 1959

Mailing Address:
P. O. Box 868
Wilmington, Delaware

Sold to } Superior Landscaping Co.
Reynoldsville, Pa.

SHIPPED
TO
see below

BILL	SALES ORDER	PUR. ORDER	REQUISITION	SHIPPED FROM	VIA
XXXX	2452			REYNOLDSVILLE, PA.	TRUCK-COLLECT
10-1485				DELIVERIES IN NET TONS	
DATE SHIPPED				TOP	BASE
10/5/59	Punxsutawney		6 ID-2		
10/8	DuBois		1 "		
10/14	Punxsutawney		5 "		
10/15	"		6 "		
				18	9.25
				Pa. tax	<u>6.66</u>
					\$173.16

DEPENDABLE PAVING PRODUCTS
ORIGINAL INVOICE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 320 MAY TERM 1961
IN ASSUMPT

THE INTERSTATE ALUMSITE
CORPORATION

VS.

JAMES V. DE ANGELIS trading
as SUPERIOR LANDSCAPING
COMPANY

COMPLAINT

TO THE WITHIN DEFENDANT:

you are hereby notified to
plead to the enclosed Complaint
within twenty (20) days from
the date of service thereof.

J. Paul Frantz Jr.
Attorney for Plaintiff

R
LAW OFFICES
PAUL FRANTZ, JR.
126 SOUTH SECOND STREET
CLEARFIELD, PA.

Now June 15, 1961 Service of the within Complaint
is hereby accepted and personal service is waived.
A copy received on behalf of defendant.
Duly served by Donald R. Michael
by Donald R. Michael
attorneys for defendant

4150 Rd.