EQUITY DOCKET

5

1 MAY 1926

TO

4 SEPT. 1931

CLEARFIELD COUNTY



1 May 1930
4 Apl 1931

Ashenfelter	Lucy	246	Norman C Ashenfelter
Arnold	W. Bernal	322	Du Bois Natl Bank

16	Brink	James		Grace Zoger et al
	Bloom-Hipp	Market		Nellie D Hayes et al
	Ballog	Steve		A. F. Welker
4	Bauser	Henry et al	124	Smoke Run Smokeless Coal Co.
124	Belin	Frank et al	124	Smoke Run Smokeless Coal Co.
164	Berney	Morris	164	Roberta Coal Company
196	Burnside Natl	Bank	196	Grant Snyder
218	Burtner et al	Vance H		Clair P. Burtner
240	Burns	Anna B		Wm. M. Burns
309	Brown	B. R.		Clearfield Consolidated Collieries, Inc.

Clearfield Millwork & Lumber Co.	a Cap.	48	A. L. Tyson et al	
County National Bank		70	Bald Hill Coal Co	
Campbell	Mary A	116	Elizabeth A Bailey	
Christoff	William et al	134	John Yenshaw et al	
Crago	Harry	144	James Marks et al	
Clearfield Trust	Company	158	Maple Run Coal Co	
Clearfield Machine Co.		212	Clyde D. Johnson	
Clearfield Trust Co		258	Raney Coal Co	
Clearfield Consolidated Collieries		286	B. R. Brown	
Chick	Wm et al	302	Jesse Yeakle et al	
Capatch	Anthony	330	Joseph Lodds	

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Dersin	Marie	104	Chas E Roach
Du Bois Laundry Co		122	J. E. Barley
Diehl	Charles E. et al	124	Smoke Run Smokeless Coal Co.
Dyer et al	Henrietta	186	C. S. Russell et al
Davis, et al	U. P.	208	Joseph D. Fleming et al
Diviney	Chas.	244	Harry Bowersox
Dill Family	Trust	344	

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8	Ericson	Ethel A		J. R. McGee
264	Evans	Geo		Charles Eckert et al
	348 Erhard	Dr. E. S. et al		Pennsylvania Auto Service Corp

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14	Fair	H. M		Coal Run Junction Mining Co
130	Fazio	Mike		James Marks et al
132	Feriara	Peter		James Marks et al
268	Frances Coal	Company		Arthur Jones et al
	292 Fox	Vern estate		Mrs Berth Nolf et al

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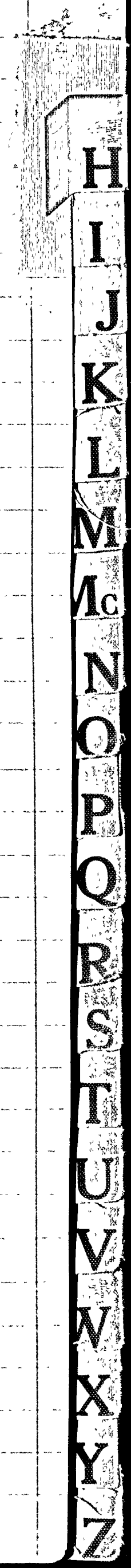
300	Griffey	James	A. D. Cowdrick Co Treas.
370	Kulick	Ashley et ux	Sarah M. Rollin

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32	Hartford Accident & Indemnity Co		Crum Bros Coal Mining Co	
92	Hendricks	Elizabeth	M. M. Schaney	
146	Harriger	William	Mortgage & acceptance Corp	
326	Hayes	Rachel et al	Herbert A. Moore et al	

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114	Isenberg	C W		S. B Isenberg et al
138	Irvin	Daniel H		Martin McCauley
272	Isenberg	May		Red Top Coal Mining Co
276	Integrity Trust	Company		S B McCoy et al
336	Integrity Trust	Company		Iroona Coal & Oak Co

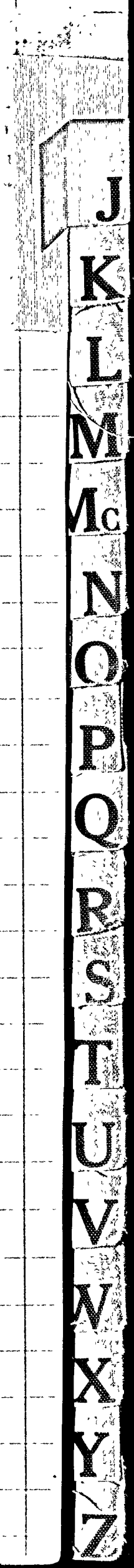
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108	Johnson	Thereeia et al		County Commissioners
156	Johnson	Carl E	156	City of DuBois et-al
202	Jury	Ralph		Norman Jury
204	Johnstone	Dr C W et al		Oralo Olivo et al

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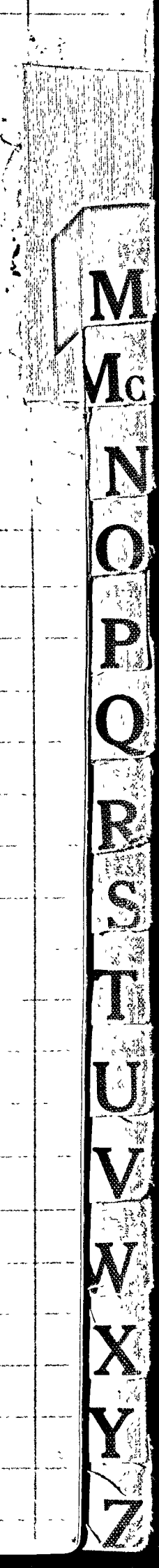
172	Keefer	J. H.		J. W. Keefer, a. B. Tate.
332	Kittleberger	& Evans		Laura S. Flaharty et al

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4	Landeiback - Griest Co			Union Labor Co-operative assoc
66	Litten	W. G.		Edgar L. Stage
154	Laskoski	Max		James Marks et-al
200	Lycoming Upholstering Co			Worth Jones et al
288	Leitzinger	Brothers et al		W. A. Hagerty et al
296	Lulingle	Mary Ellen		Thomas Luingle
372	Losh	John		A D Cowdrick

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120	Moyer	Simon		Joseph Borbarich et al
222	Mahaffey National Bank			J. W. Westover et al


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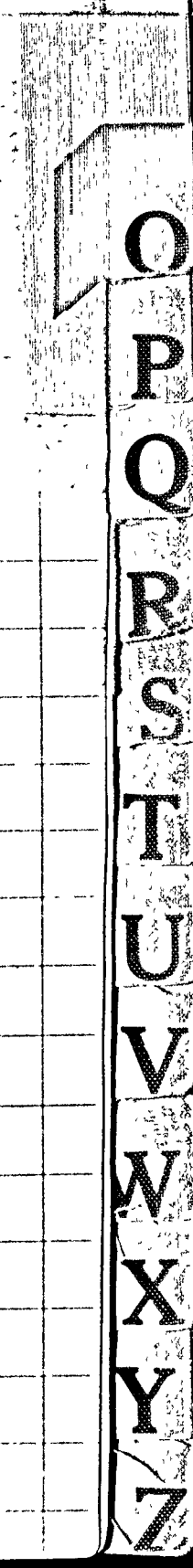
52	Mc Nutt	Amelia		Avey Keller et al
178	McKinley	J. M. et-al		Andrew McKeowan et-al
190	Mc Closkey	Ira C		Mc Laughlin Furniture Co

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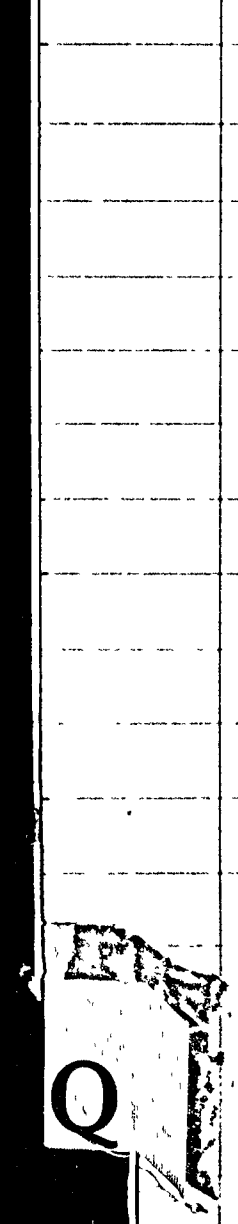
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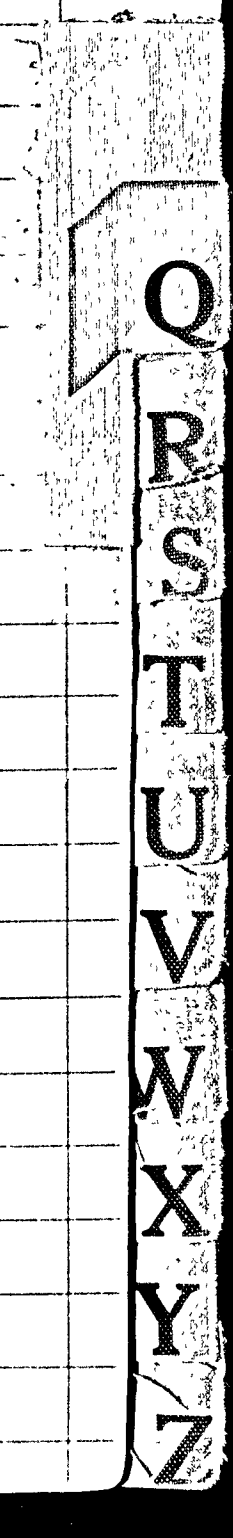
2	Norris	Atlee J		Pyramid Coal Mining Co	
42	Naugle	Fanny M		Daniel B Naugle	
216	Narr	William		R. H. Ross	
264	Norris et al	Ralph O		Charles Eckert	
282	New York Central R. R. Co.			Alice Yoder	


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38	Pollack	L W.		Maurice D. Robinson
Error	Park Nan Est.	a dependent	Error	
106	Poor Directors Clearfield County			Nan Park
248	Penfield Coal + Coke Co			Geo. Mims et al County Commissioners
254	Peoples-Pittsburgh Trust Co			Milliron Construction Co
312	Potatschnig	Florian et al		Joseph Lowire

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26	Reaves	Edith et-al	26	Edwin M. Sunderlin	
60	Russian Orthodox Greek Catholic Church		60	Rt. Rev. Bishop Evdokim et-al	
112	Rusk	Sarah		Gen. D. Rusk	
366	Rasimos	Rose		Charlie Rasimos	
352	Rowland	Howard H		P. + S. R. R. Co	

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12	Simcox	Sterling et al		Boro of Clearfield
28	St. John Baptist Church, a corp., et al			Rt. Rev. Platon Rajdestvensky et al
56	Shakespeare &	Sons et al	56	John A. Kohlhepp
74	Shulick	John		Geo Balanich
76	Smith	Wilhelmina		City of Du Bois et al
98	Swartzle	John R et al		Lever F. Stewart et al
102	Smith	F. Gurney		David S. Evans
182	Swartzle	Albert et al		Mrs Lawrence Swartzle et al
232	Stine	Mary Josephine		Moshannon National Bank et al
236	Stine	Dallie M.		Moshannon National Bank et al

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18	The Union Banking & Trust Co. of DuBois Pa.		Trustee	United Traction Street Railway Company The United Traction Street Railway Co. by Merger	

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94	Way	T. Lawrence	Ruth Irvin
148	Winkler	Frank	Map Polaski
226	Woodward	Stanley & Sarah, Trust	
368	Welch	Walter	Clearfield Boro

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84	Yeckley	William T		Thomas Smokeless Coal Co	

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May Term 1926

Woodward + Shaw B. B + F	Atlee J. Norris		April 8. 1926 Bill in Equity filed. To the Hon. A. R. Chase. Pres Judge of said Court. The above named plff complains & says as follows.
Apr 8	1		That the Plff above named is a resident of Pike Twp Clearfield Co. Pa
A. M. Liveright	Pyramid Coal Mining Company, A Corp		That the Pyramid Coal Mining Co. above named is a coporation having its office at or near Curwensville. Clearfield Co. Penna. and the addresses of Joseph Partridge John Hyde and Howard Burns is Clearfield Boro. Pa and W. H. Ellery is a resident of Dumont. N.J.
	Joseph Partridge		
"	John Hyde		
	Howard Burns + W. H. Ellery and		
	John Hyde and		
	Joseph Partridge		
	trading & doing		
"	business as		
	Hyde & Partridge		That by virtue of the deed from the executors of James R. Norris. dated the 15th day of May 1913. recorded in Clearfield Co. in Deed Book 199. Page 250 there was conveyed to the above named plff title to the surface of two certain tracts in Pike Twp. Clearfield Co. Pa. and of the coal and other minerals beneath a part of said tract comprising two and three tenth (2 3/10) acres; a description of the smaller tract owned in fee. being as follows.
Pro		2.50	
"	4 Copies cert	2.00	
"	mj	1.75	
Shiffler Smith		17.00	
Pro		50	
"		50	
7-1-26 — "		50	
"		60	
"		1.50	
Plff. Subpoena - N. R. Lamoreaux -		1.20	
Plff. Subpoena - Atlee J. Norris -		4.70	
" " - Atlee J. Norris -		6.80	
Pro		60	
"		1.50	
		50	
		50	
Jos H Partridge Deft sub		3.40	
" " " " "		2.70	
Deft Wit Bill		139.74	
Plff Wit Bill		105.48	
		293.97	
Costs ford to 395 Sep 7/27			Beginning at a point where the line between James R. Caldwell & James R. Norris lands intersects school lot known as the Caldwell School. thence 24° 25' West. 263 ft to stake. thence 87° 58' E. 567 ft to stake. thence south 2° 5' West 149.6 ft to stake. thence So 7° 21' West. 200 ft to stake; thence So 82° 21' West. 258 ft to point and place of begng.
Sept 6. 1926 Shaw attys	Recd of Woodward + 5.00 on Pro. Costs Geo. W. Ralston Pro		That there is erected upon said land various Buildings to wit: a ten room dwelling house a barn approximately 50' x 68' in size. Chicken house approximately 18' x 22' a wash house. a wood shed and ice house approximately 32' x 18' a silo 12 ft in diameter a wagon shed approximately 42' x 50'. and a hog pen approximately 18' x 50'. and certain other small buildings. That prior to the acts herein complained of the before mentioned buildings were in good condition and state of repair.
Prv 6/2/28		1.00	That the dwelling house situate on said land is occupied by the Plff as his home and. together with the other buildings situate thereon. are used in the management and conduct of the farm business.
			That the two and three tenth (2 3/10) acres above referred to. and being situate beneath the farm buildings is underlaid with a "D" or Mochannon vein of coal.
			That the Pyramid Coal Mining Co. a Corp in the past have been and are now engaged in the mining and removal of coal in the "D" or Mochannon seam from beneath the farms of the Plff. and are now & for sometime

in the past have been mining and removing the coal from beneath the two and three tenths (2 3/10) acres surrounding the farm buildings in violation of the natural and legal rights of the above named Plff. That Jos. Partridge, John Hyde, Howard Burns & W. N. Ellery are members and employees of said Corporation, and the firm of Hyde & Partridges are Contractors, lessee of, or agents for said Pyramid Coal Mining Co.

Plff. avers that he is in need of the equitable powers of the Court and therefore prays as follows:

(a) To decree that the Defts be ordered to cease and desist from operations beneath the two and three-tenth (2 3/10) acres upon which the farm buildings of the Plff are situated

(b) That the Defts be enjoined and restrained from any further interference with the farm buildings of the Plff.

(c) That the damages sustained by the Plffs as a result of the acts of the Deft. be assessed by the Court and the Defts be ordered and directed to pay the same.

(d) That the Defts be ordered to restore the buildings & property of the Plffs to the condition that they were prior to their acts.

(e) To such other & further relief as may be decreed by your Honorable Court as just, equitable and proper.

(f) That the Court assess the damages, which the Plff will in the future incur, as a result of the acts of the Defts.

(g) That the Defts be directed to pay the Costs of this proceeding

Woodward, Shaw, Bell, Boulton & Forsyth, attys for Plff.

Order of Court: Now, April 8, 1926, the Bill in Equity or Injunction affidavits in the foregoing matter having been presented by the Plff. having been considered, it is ordered and decreed that an injunction be and the same is hereby awarded, directed to Pyramid Coal Mining Company, Joseph Partridge, John Hyde, Howard Burns and W. N. Ellery, and John Hyde and Joseph Partridge, trading and doing business as Hyde and Partridge, Defts named in said Bill in Equity: and the said Pyramid Coal Mining Co. a Corp. Joseph Partridge, John Hyde, Howard Burns and W. N. Ellery and John Hyde & Joseph Partridge trading and doing business as Hyde and Partridge, their agents employees and servants are hereby restrained and enjoined from any further operation in the mining or removal of Coal from beneath the two and three-tenth (2 3/10) acres on which the farm buildings of the Plff are situated and will hereby enjoin and restrain from any acts or operation whereby the surface of said two and three-tenth (2 3/10) acre tract or the buildings thereon are interfered with or injured.

Subject to any further order of the Court in the premises, this injunction shall be taken as dissolved, unless a motion to Continue the same is made on the 19 day of April A. D. 1926.

A bond as security in the sum of five hundred dollars ($500.00) shall be entered before the injunction issues.

By the Court A. R. Chase P. J

April 8. 1926 Bond filed and approved By the Court

April 8. 1926 Injunction issued

Plff's Return: April 9-1926. Served personally on Joseph Partridge & John Hyde Defts by handing to each of them a true & attested copy of the original writ of Injunction together with Bill in Equity: Service on Howard Burns, Deft. by handing to an adult member of his family a true & attested copy of the original Writ of Injunction together with Bill in Equity: Service on the Defts Hyde & Partridge by handing to Partridge President a true & attested copy of the original writ of Injunction together with Bill in Equity: Service on the Pyramid Coal Mining Company on April 10-1926 by handing to Joseph Partridge Sr. President of the said Co. a true & attested Copy of the original Writ of Injunction together with Bill in Equity & made return of nihil habet as to Deft W. N. Ellery. So Ans Percy E. Smith, Sheriff.

Now Apr 19, 1926 on Motion of Woodward & Shaw & Bell, Boulton & Forsyth attys for Plff. the injunction awarded in this case is Continued in effect until further order of this Court. By the Court A. R. Chase P. J

Contd on Page 6

May Term 1926

W. I. Swoope	Lauderbach-Griest Company	April 14. 1926 Bill for Receiver filed To the Hon A. R. Chase. Judge of said Court Your orator files this Bill on behalf of
Apr 14	2	itself and such other person or persons having an interest in the premises as may
		become parties hereto and contribute to the
	Union Labor Co-operative Association	costs of this proceeding and complains and avers as follows:
		That your orator is a Corporation organized
		and existing under and by virtue of the
		laws of the Commonwealth of Pennsylvania
	Prothy By Atty 2.50	and having its chief place of business
	" .50	in Philipsburg. Centre Co. Pa
	Shff Smith 3.40	That the Deft. Union Labor Co-Operative
	Proves 1.00	Association. is a Corporation organized
5	7.40	and existing under and by virtue of the
		Act of Assembly of 1887 known as "An act to
Oct 4-1926 Rcpt of Shff atty,		encourage and authorize the formation of
Costs. Shff Smith 3.40 + R to 1.50		Co-Operative Associations, productive and
to tal rcpt #4.90		distributive. by farmers. mechanics. laborers
Geo W Ralston. Pro.		or other persons: having its principal place
		of business in the Boro. of Clearfield.
		County of Clearfield. Pa being organized
		with a capital stock of $5000.00
		That the amount involved in this
		Controversy exceeds exclusive of interest
		and Costs, Six Hundred and Fifty (650.00
		Dollars
		That your orator is a creditor of the
		Deft Company having extended Credit to
		said Deft Company for more than
		the above stated amount. and which
		amount has not been paid.
		That it is necessary that a Receiver
		or Receivers be appointed forthwith by
		your Honorable Court to preserve and
		administer the assets of the Deft Co. so
		as to prevent the said assets from being
		sacrificed or destroyed.
		Wherefore, your orator showing that it
		needs equitable relief prays:
		1. That a Receiver or Receivers be appointed
		to take Charge of the property and assets
		of the said Deft Company.
		2. That said Receiver or Receivers be
		authorized or empowered to take possession
		of the remaing property. merchandise.
		and assets of the Deft Co. together with
		the books of the said Company.
		3. That the Receiver or Receivers be
		authorized to dispose of the remaing property
		and assets of the said Deft. Company of like
		character at public or private sale together
		with the obtainable books of the said Company.
		4. That the Receiver or Receivers be

authorized to demand sue for collect receive and take into their possession all the goods chattels rights credits moneys effects books papers Choses in action and all other property whatsoever of the said Deft Company and to institute and prosecute suits at law or in equity for the recovering of any assets property damages or demands belonging or existing to the said Deft Company and settle all debts or other claims whatsoever of the said Deft Company.

5: That all persons be enjoined from levying executions upon, attaching intermeddling with or taking possession of any property of said Deft company.

6: That the officers agents or employees of the Deft company be required to forthwith to transfer convey assign and deliver unto the said Receiver or Receivers all his or their duly authorized agents or representatives all the property and assets of the Deft Company and to take such action as may be necessary thereto

7: Your orator further pray your Honorable Court to grant to it such additional and further relief as the exigencies of the case may require William J. Swoope Atty for Plff

To the Deft within named:

Unless you have already done so, you are hereby notified & required within fifteen days after the service upon you of this bill in Equity to enter a written appearance to the term and No. stated hereon in the office of the Prothonotary of the Court of Common Pleas of Clearfield Co. Pa specifying therein a person & place within said Co where papers, process & notices may be served upon you; and within 30 days after such service you are required to make a full and compete answer under oath to each & every of the averments of this bill. If you fail in either respect the bill may be taken pro confesso and a decree made against you in your absence. William J Swoope Atty for Plff

Now June 21. 1926 Service on the Union Labor Co-Operative Assoc. by handing to H A Shope Pres of said Association a true and attested copy of the original Bill of Complaint and making known unto him the contents thereof So answers

Percy E. Smith Shff

Now Aug. 4. 1926. This case is hereby discontinued.

W. J. Swoope. Plff Atty.

Contd from Page 3. Atlee J. Norris vs Pyramid Coal Co #1 May T 1926

April 21. 1926 By paper filed A. M. Liveright, atty enters his appearance for Pyramid Coal Mining Co. Jos Partridge John Hyde. Howard Burns & Jos Partridge + John Hyde. trading & doing business as Hyde + Partridge Defts
July 1-1926 Defendants Answer filed. C/C 7-1-26. Service accepted by Copy by ~~Bell Bolton & Borosyk~~.
Dec 10. 1926 Ok Argt List

Now Jan 25. 1927. it appearing to the Court that a serious Controversy arises under the testimony in this Case as to whether or not the Defendants removed Coal in violation of their rights and that this Controversy is of such a Character that the Court feels that the same should be referred to a Jury the same is referred to a jury for disposition; the issue which the Jury is to pass upon to be hereafter framed or such further order made as the Court may hereinafter direct.

From the representation of Counsel for both the Plff and Defendants that due to the position of the Court as to the referring of the Controversy herein referred to to a Jury. that they are not desirous of taking any further Testimony and therefore this Cause is Continued until further order of the Court: reserving to both parties the right to take further testimony in this Cause as to matters not submitted to the Jury

By the Court A R Chase P J

Jan 25. 1927 Continued by order of Court
May 14. 1927 Testimony Lodged.

Wed July 19-1927 Above Case Certified to the Court of Common Pleas of Clearfield County. for purpose of Jury Verdict on issues of fact etc to No. 395 Sept Term 1927.

Decree:- Now June 2. 1928. in accordance with the terms of settlement filed in this case it is ordered adjudged and decreed.

1st. This action shall be marked discontinued as to Howard Burns and W. H Ellery.

2nd. That no further Coal shall be removed from the two and three-tenths (2 3/10) acres of Moshannon Coal as described in the Bill filed. and the Pyramid Coal Company and John Hyde and Joseph Partridge individually or as Hyde + Partridge are perpetually restrained and enjoined from removing any of said Coal under the said tract of land, from the vein or seam on which mining operations have been conducted.

3rd:- That the Plff have damages resulting from the removal of Coal by the Defts from said vein of Coal in and under the said two and three tenths 2 3/10 acres of land.

4th:- That said damages are fixed and assessed at the sum of Seven Hundred dollars ($700.00) which shall be in full Compensation of damage already suffered or which may arise by reason of the mining and removal of Coal as averred in the Plaintiffs Bill

5th:- That the Plff be awarded Costs and that the defendant shall pay the Costs incurred in No. 1 May Term 1926. In Equity; and in No. 395 September Term 1927 on the law side of the Court

By the Court. A R Chase. P J.

Sept Term. 1926

Bell. Boulton & Forsyth May 11	Ethel A. Ericson 1	May 11. 1926 Bill in Equity filed To the Hon. A.R Chase Pres. Judge of said Court: That the above named Plff. Complains and says that:
W. Wallace Smith	J. R. McGee Mrs Agnes McGuinn Mrs Dopp McGee Franklin Mrs Mollie M. Stetler Mrs Harriet I. Bell Mrs Sophie Gutelius Asbury Campbell Ray Campbell	The Plff. Ethel A. Ericson resides at Conover. County of Kilas. State of Wis. and the place of residence of the various Defts are as follows: James R. McGee McGee's Mills Pa. Mrs. agnes McGuinn. 1019 Van Ness St. Santa Anna. California. Mrs Dopp McGee Franklin. 5510 Oliver Ave. Long Beach. Calif. Mrs Mollie M. Stetler. 210 Highland Ave. Pinxsutawney. Pa Mrs Harriet I. Bell. Punxsutawney. Pa. Mrs Sophie Gutelius. Punxsutawney. Pa. Asbury Campbell McGee's Mills. Pa Ray Campbell. Mahaffey. Pa
Pro Ralston Byatt 2.50 " " 2.50 " " 1.50 " .50 " .50		By virtue of divers good and legal Conveyances the title and ownership of certain real estate and interests therein situate in Bell Twp. Clearfield Co. Pa. became equally vested in John Thomas McGee of Mahaffey Pa. The real estate so held as tenants in Common consisting of all the timber standing on the lands hereinafter described and of all the coal and other minerals in, under and upon said lands. except so much of one vein thereof as was conveyed to the Idamar Coal Company by deed dated the 27th day of Mar. A.D. 1918. and recorded in Deed Book 225, Page 468, which is made a part hereof by reference: the coal so conveyed being all of a certain vein formerly operated by the Woodland Coal Mining Company. except 25 acres. together with the mining rights and privileges incidental thereto. That the lands to which the said timber coal and minerals were held and owned by said persons as tenants in Common is described as follows: The first thereof. beginning at a hemlock Corner of land of James and Henry McGee. thence north 27° E. 56 perches to a post on the bank of the Susquehanna River; thence S. 50° E. 23 per; thence along the river So 63° E. 20 perches; thence so 36 per: thence N 77° E 36 per thence N. 77° E. 29.2 perch to a post. thence S. 15° E. 38.6 perches; thence 67° E. 36 per. to a post on bank of Chest Creek: thence by the Creek S. 35° E. 48 per thence so 21° E. 27½ per to stone in mouth of run: thence S. 75° W. 12 per. thence south 56° W. 14 per. to stone in line of land of S. F Mechley: thence N. 88½° W. 73½ per; thence south 5° W. 17.7 perches thence 88° W 45 per.; thence north 5° E. 17.7 perches to a Chestnut; thence No 48° W 105 perches to a sugar; thence N 53 W 45.6 perches to a hemlock

and place of beging: Containing 135 acres more or less: excepting a piece containing about 40 acres sold by Peter Reithmiller to J Reithmiller and the other thereof situate in Bell Twp aforesaid bounded and described as follows: Beginng at stone thence by Peter Reithmillers thence south 45° E. 98.8 perches to Chestnut thence by land of Samuel Mechley south 31½° W 204 perches to a white pine stump: thence S. 54¼° W 165.5 perches to a hemlock: thence by land of Kelly's heirs N. 86½° W. 52 per to stone: thence N. 10½° W 281 perches to a hemlock stump: thence north 63° West east 145 perches to a hemlock: thence north 38° east to stone and place of beginng: Containg 354 acres and allowance.

That being seized by a ½ interest thereof John Thomas McKee died at Grand Rapids Mich. on the 15th day of Sept 1923. an inhabitant of Vilas County Wisconsin.

That said Thomas John McKee died testate and by his last will and probate in Vilas Co. Mich on July 18. 1925 as appears by the records of said Court of Probate. a copy of said will be attached hereto and marked Exhibit "A" and made a part hereto

That by the fourth paragraph of his will John Thomas McKee devised a 1/7 interest in his undivided ½ interest in the timber Coal and minerals situate in Bell Twp Clearfield Co. Pa. to his wife Ethel A. McKee and a like interest to each of his six sisters or to the issue of any deceased sister.

That Ethel A. McKee has remarried and is now Ethel A. Ericson of Conover Wis. and the persons designated as my sisters were Sara E. Campbell who is now dead leaving to survive her viz. Asbury Campbell. Ray Campbell. Mollie M. Stetler Dopp McKee Franklin Harriet I. Bell. Sophie Gutelius and Agnes McQuinn.

The Plff is the owner of an undivided 1-14 in the Coal, timber and minerals and desires that partition be made thereof or the said interest be disposed of in the manner described by law. but it has not been possible for the several owners to agree upon a partition or other distribution thereof

She therefore prays that your Hon Court proceed to hear and determine the respective rights of the parties in the interest & further order and Decree

That such orders shall be made from time to time as will provide for services upon Non-residents

That partition be made of said realty in the manner provided by Equity

That partition in the Equity be administered under the direction of the Court to a formal disposition of the estate held as tenants in Common. and she will ever pray

Bell. Boulton & Forsyth. Jonas Radcliffe
Attys for Complainant

May 15. 1926 Motion & Order for Service filed

Now. this 15 day of May A D 1926. upon Consideration. it is ordered that service of proces in this case be made upon each of the Defts residing out of the Jurisdiction of this Court. wherever he. she or they may be found. and the Sheriff of Clearfield County is directed to proceed to cause such service to be made by such officers as are Conveniently near the residence of the said Defts residing outside of Pennsylvania as he may select. And service may be made by said Sheriff upon Defts residing in Pennsylvania and without the County of Clearfield. either personally or by the deputation of an officer of the County in which said Defts reside

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Cont'd from Page 9. Ethel A. Ericson vs J. R. McGee No 1 Sept T. 1926

It is further ordered that the Defts resident within the State of Pennsylvania shall appear within fifteen days after service made and file an answer within fifteen days after service made and file an answer within thirty days after service made and that Defts resident outside of Pennsylvania but within the United States, shall file an appearance within thirty days after service is made and shall file an answer within forty-five days after such service has been made. Such process shall be served by the service of a copy of the order authorizing the service and a copy of the Bill filed and subpoena awarded thereon and affidavit of the service of the process within the United States but outside of Pennsylvania shall be made before any officer of the United States or of the State within which such service is made

By the Court. A. R Chase P. J

July 9. 1926 By paper filed W. Wallace Smith atty enters his appearance for J. R. McGee

Aug 11. 1926 Answer of J. R. McGee filed with service accepted by copy By Bell, Boulton & Forsyth attys for Plff

Continued from Page 16. H.M. Fair vs Coal Run Junction Mining Co
3 Sept T. 1926

rder of Court filed Mar 20 1929 Directing Sale

Now March 18 1929 the petition for leave to make private sale to Mid State Electrical Engineering Company for the sum of Nine Hundred Eleven and 80/100 ($911.80) Dollars, having come on for hearing, and it appearing from representations by the Receiver, through Counsel, that due advertisement of the proposed hearing had been pursuant to the Courts former order; that notice thereof had been given to the Auditor General of Pennsylvania and to all known Creditors; and the Court having ask in open Court if there were any other bidders at a higher figure than the one submitted for Consideration; and the Court having ask publicly if there were any other interest that wanted to be heard in respect of the several matters that arise by virtue of the proposed sale, and the Moshannon Smithing Coal Company having come forward and offred in writing the sum of Nine Hundred Fifty ($950.00) Dollars for the appraisement as made and filed with the Court, and there appeared to be no higher bidders interested.

Therefore, it is ordered and decreed that the mining equipment being all of the personal property and equipment of said Coal Run Junction Mining Company, Inc, be and the same hereby are sold to Moshannon Smithing Coal Company for the price or sum of Nine Hundred and Fifty ($950.00) Dollars. It is further ordered and decreed that title to said Mining equipment shall pass by said sale upon transmission of a Certified copy of this order.

The purchaser shall pay to the Receiver Nine Hundred and Fifty and 00/100 Dollars upon receipt of a certified copy of this order and this order shall have the same force and effect as if a bill of sale had been directed to be made and such bill of sale were made and delivered by the Receivers to the purchasers By the Court. A R Chase P.J.

Aprie 15 1929 Receivers account filed and return of sale

To the Honorable A R Chase, President Judge:

The Receiver, James M. Kenna, appointed by your Honorable Court, reports as follows:

First - That having given due notice of the pending of a petition to make sale of the assets of the corporation at private sale to all known creditors, and to the Auditor General of Pennsylvania, as directed by order of Court dated February 4, 1929, and,

Second - The date of the hearing having come on, the Court having ask in open Court if there were any other bidders, and the Moshannon Smithing Coal Company having come forward and offered in writing the sum of Nine Hundred Fifty ($950.00) Dollars for the appraisement as made and filed, and

Third - It having been ordered and decreed that the mining equipment of said corporation in receivership be sold to said Moshannon Smithing Coal Company, the Receiver did by virtue of said order dated March 18, 1929 make Sale of said mining equipment to said Moshannon Smithing Coal Company for the sum of Nine Hundred Fifty ($950.00) Dollars, and relinquished possession of the same and passed title to the same by transmisson of a certified copy of the Order of the Court.

Fourth - That the Receiver disposed of by sale certain coal already mined and in cars. The same was sold at private sale for the best price obtainable and for which the Receiver received the sum of $60.12.

Fifth - That in the course of the receivership expenses have been incurred in connection with the efforts of the Receiver to preserve the property entrusted to same, and to bring about the sale of the same, which expenses your Receiver desires authority to pay out of the funds at hand

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Sept Term 1926

W. A. Ramey	Sterling Simcox	May 28 1926 Bill in Equity filed
	Earnest Wilson	Your Orators Compl[ain]s and says
	William Remick	That they are all and each of them
	James McKendrick	residents of Lawrence Twp. and more
	Arthur Kelly +	particularly residents of that part of
	William Carnes	Lawrence Twp known as Plymtonville
	in behalf of	and that all the aforesaid named
	themselves and	orators are property owners being and
	others resident	living near and adjoining a certain
	in Lawrence	garbage dump.
	Twp. Clearfield	That the Boro. of Clearfield the Deft
	County	is a minicipal corporation created
		and organized under the laws
		of the State of Penna.
May 28	2	That the Deft. the said Boro of
John M Urey	Borough of Clearfield	Clearfield created and maintained
		for some time and continues to
		maintain and use the aforesaid
		garbage dump at Plymtonville Lawrence
	Pro by atty 2.50	Twp Clearfield Co. Penna much to the
	" .50	impairment of the health of the residents
	" .50	of the aforesaid Community, thus
	" .50	rendering living conditions and life
	" .50	untollerable and unbearable to the
	" .50	families and property owners of the
	" .50	said community.
	" 1.00	That in addition the above named
		your orators approximately two hundred
		property owners together with their
		families are seriously effected in their
Feb 23 1931	Recd of Clfd Boro	living conditions by reason of the
Pro Costs	4.00	continued maintenance and improper
	Geo W Ralston Pro	use of the aforesaid premises reserved
		by the said Boro of Clearfield as a
		dumping place for the disposal
		of its garbage, waste and filth of
		every nature; and that although many
		attempts have been made by the
		residents of the aforesaid Community
		to correct the promiscuous dumping
		of garbage waste and filth on these
		premises no improvement has been
		made and all efforts to cease the
		improper use of this dump as a
		dumping place have availed nothing
		Your Orators pray Your Hon. Court to
		grant relief as follows
		1. That the Deft. the Boro of Clearfield
		be enjoined from the Continued use
		and maintenance of the Community known
		as Plymtonville as a dumping place
		for its garbage, waste and filth
		and that it be compelled to find and
		locate a place less desirable for
		habitation and more fitting as a

dumping place
2. That the Deft. the Boro of Clearfield. be compelled to improve the present existing conditions that have resulted from the improper use of this dump as a dumping place and the continued promiscuous dumping by all persons
3. Such other and further relief in this behalf as your Hon. Court may deem just and equitable.
W. Albert Ramey. atty for Plffs

To the Deft within named.
Unless you have already done so. you are hereby notified and required within 15 days after the service upon you of this Bill in Equity. to enter a written appearance, to the term and number stated hereon. in the office of the Prothonotary of the Court of Common Pleas of Clearfield County. Pa specifying therein a person and place within said county. where papers. process and notices may be served upon you. and within thirty days after such service you are required to make a full and complete answer. under oath, to each and every of the averments of this bill. If you fail in either respect. the bill may be taken pro confesso and a decree made against you in your absence
W Albert Ramey. atty for Plffs
Now. May 28. 1926 service of the within Bill in Equity is hereby accepted together with three copies of same
John M. Urey. Solicitor for Defts
June 9. 1926 By paper filed John M. Urey atty enters his appearance for Defts.
June 11. 1926 Defts Answer filed with service accepted
June 11. 1926 By W. Albert Ramey. atty for Plffs
June 15. 1926 Complainants Petition filed
Now June 15. 1926 within petition read and considered and Monday June 28. 1926 at 9.00 o'clock A.M. is set for hearing said Cause. By the Court. A. R Chase P.J.
June 22. 1926 Plffs reply to new matter and amended Bill of Complaint filed with service accepted June 22. 1926 by John M. Urey. atty for Defts
June 29. 1926 Defts answer to amended Bill of Complaint filed with service accepted June 29. 1926 by Copy By W. Albert Ramey atty for Claimants
July 16. 1926 Notice of Lodging Testimony filed
July 16. 1926 Testimony Lodged
Now. July 21. 1926, Findings and decree filed
Now, July 20th. 1926 a preliminary injunction is awarded restraining and enjoining the said Borough of Clearfield, its officers, agents, servants, employees and all other persons from using the aforesaid garabage dump or the vicinity thereof for the purpose of dumping garbage of any character whatsoever. However, this injunction in no way to affect the rights to the usage by the said Borough of Clearfield, under proper supervision, of the said incinerating plant; and further that this injunction to have the full force and effect as of a decree made upon final hearing. As to the placing of said garbage dump in a sanitary condition the said defendant is ordered and directed to use such means as in its judgment may be deemed proper to meet such objections as the Court has declared well founded, in placing said dump in a proper condition; final order pertaining thereto to be disposed of at a later date

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Sept Term 1926

Hartswick Arnold & Platt	H. M. Fair		June 10. 1926 Bill in Equity filed To the Hon. the Judge of said Court. Your Orator files this bill on behalf of himself and such other person or persons having interest in the premises as may become parties hereto and contribute to the costs of this proceeding, and complains and avers as follows:
	3		
	Coal Run Junction Mining Company Inc.		
	Prok	2.50	That your Orator is a citizen of the Couth of Penna residing at Altoona
	"	1.50	in the County of Blair in said
	"	50	State of Pennsylvania
	"	50	That the Deft Coal Run Junction
	"	50	Mining Company Inc., is a Corporation
	"	50	organized and existing under the laws
3/20/29	"	50	of the State of Penna. having its
	"	1 00	principal place of business in the
		9.50	County of Clearfield in the State of
4-15-29	" Rec acct Pd 4-17-29 & Record	3.00	Pennsylvania and within the juris-
	" " " adv	7.00	diction of this Court.
			That your Orator is a stock-holder and
	"	50	also a creditor of the Deft. Corp. the said
	"	50	Deft Corporation being indebted to your
	" Auditors Report	5.00	Orator in the sum of One Hundred Sixty
		15.50	six Dollars ($166) for Commissions due on
			Coal of the Deft Corp. sold by your Orator,
			That the Deft Co. is engaged in the
Aug 24. 1929 Recd of J. M. K. Recor. Ck for Costs Ans 15.50			mining and selling of Bituminous
	Geo. W. Ralston Ans.		Coal which business is conducted at
			Coal Run Junction in the Co of Clearfield
			and State of Penna. that it is the owner
			of several leases for the mining of Bitumin
			Coal on lands in Clearfield County: that it
			is also the owner of a large amount of
			mining machinery and equipment that it
			employs a large number of men in mining
			operations; that it is equipped to mine
			and sell a large amount of Bituminous
			Coal, but by reason of the general depression
			of business during the past three years, it
			has been unable to sell said Coal, and its
			credit has become impaired and loans to
			it have been curtailed, and if it should be
			compelled to sell the said leases mining
			equipment, etc., at a forced sale, a large loss would
			result therefrom
			Wherefore Your Orator showing that he
			needs equitable relief, prays
			That a receiver or receivers be appointed
			to take Charge of and manage the
			property and assets of said Defh Company
			That said receiver or receivers be
			authorized and empowered to take
			possession of the buildings mines assets

and business of the Deft Co. and operate the said mines & continue the said business and purchase such new material and employ such agents servants and workmen as may be necessary from time to time for the continuance of said business until the further order of the Court.

That said receivers or receivers be authorized to demand, have collect, receive and take into their possession all the goods, Chattels rights Credits moneys effects lands books papers, Choses in action, and all other property whatsoever and to institute and prosecute suits at law or in eginty for the recovering of any assets, property, damages or demands belonging to or existing in favor of said Deft Co. and settle and compound all debts or other Claims whatsoever of the said Deft Co.

That all persons be enjoined from levy, executions upon attachments, intermeddling with, or taking possession of any of the property of the said Deft Co.

That all persons be enjoined from enforcing any executon or executions in his or their hands by virtue of which the property of The Deft Co. has been seized and taken in execution for the satisfaction of any Judgment and from selling any of the property of said Deft Co. by virtue thereof, until the further order of the Court.

That the officers, agents, or employees of the Deft Co. be required forthwith to transfer, convey, assign and deliver unto the said receiver or receivers, or his or their duly authorized agents or representatives, the property and assets of the Deft Co., and to take such action as may be necessary thereto.

Your Orator further prays your Honorable Court to grant such additional and further relief as the exigencies of the case may require, or as Your Honor may deem fit to direct; and he will ever pray

N. M. Fair

Hartswick, Arnold & Platt, Solicitors for Plff

In answer to the Bill of Complaint in the above entitled Case, Coal Run Junction Mining Co. Inc. the above Deft. admits the truth of the allegations therein contained, and joins in the prayers thereof. Coal Run Junction Mining Co. Inc

A. Bathgate, Pres.

And now, June 9, 1926, upon Consideration of the Bill and Answer and on motion of Hartswick, Arnold & Platt, attys for Plff it is ordered and decreed:—

That James Kenna, of Osceola Mills be and is hereby appointed Receiver of all the assets, property, franchises, rights, and privileges of whatever Kind of the said Coal Run Junction Mining Company, Inc. within the jurisdiction of this Court, with power to take, hold, demand, receive and collect all the funds, assets and property belonging to the said Coal Run Junction Mining Company, Inc or in the hands of any debtor, agent or depositor of said Coal Run Junction Mining Company, Inc., and to account to the Court for the same Any debtor, agent or depositors of the said Deft, as well as the Deft itself, is hereby directed forthwith to pay, deliver and assign all money, securities, assets and property of every Kind whatsoever to said Receiver

The Deft, its agents and assigns are hereby enjoined from retaining or taking possession of any of the assets or property, franchises, rights and privileges of said Coal Run Junction Mining Company, Inc,

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N. M. Fair vs Coal Run Coal Co. No 3 Sept T. 1926

or in anywise dealing therewith or molesting or interfering with the full possession and Control thereof by the Receiver.

That J. A. Dempsey and all other persons are hereby enjoined and constrained from seizing possession or otherwise disposing of any assets or property of said Coal Run Junction Mining Company, Inc., and also restraining and enjoining from proceeding with any writ of execution or Fi Fa now or hereafter issued to seek any property rights or assets of said Deft.

That Receiver file a bond in the sum of Five Thousand Dollars to be approved by this Court additional bond to be filed as circumstances warranted

By the Court
A. R. Chase. P.J.

Nov. 26, 1928 Petition & Order of Court filed

And Now, Nov. 26, 1928 upon Consideration of the within petition it is ordered and decreed

That the bond of the Petitioner be reduced from the sum of $5000.00 to the sum of $1000.00 said bond to be approved by this Court and additional Bond to be filed as circumstances warrant.

It is further ordered and decreed that C. D. Cushing and Thomas Bathgate be and are hereby appointed appraisers to make and truly make inventory and appraisement of the assets, property, franchises rights and privileges of whatever kind of the said Coal Run Junction Mining Co. Inc.

By the Court. A. R. Chase. P.J.

Nov 26, 1928 Bond in the Sum of $1000.00 filed with James Kenna and Union Indemnity Company as sureties and approved by the Court.

Dec 15, 1928 Appraisment filed A. R. Chase. P.J.

Feb 4, 1929 Petition of James Kenna Receiver filed that he be directed to make & deliver a valid Bill of sale.

Order of Court:- Now, February 4, 1929 the report of James Kenna, receiver of Coal Run Junction Mining Company, Inc., having been presented and considered; the same is directed to be filed and made a matter of record in the Prothonotary's Office.

The Petition of said Receiver for leave at private sale to make sale of the mining equipment of the corporation in receivership, being all of the personal property and equipment of said Coal Run Junction Mining Company, Inc., to Mid State Electrical Engineering Company of Osceola Mills, Penna. for Nine Hundred eleven and 80/100 ($911.80) Dollars has also been presented and considered; and the Court orders and directs that the prayer of the Petition shall come up for hearing in open Court of the 3rd Monday of March, 1929 at 10:00 O'clock A. M. Said Receiver is directed to give notice by mail to each of the creditors of the pending of the Petition and of the date fixed for the hearing thereon, not less than ten (10) days prior to the date of hearing; and to advertise the fact and the pendency of the Petition in one (1) newspaper situate in the Borough of Clearfield for three (3) successive weeks prior to the date set for the hearing. In the event that no objections to said sale are made and sustained if the Court after the hearing finds that it will be to the best interest of all persons concerned, such private sale will be ordered. The Court also reserves the right at the hearing to authorize and direct a sale of said property to other bidders, than said Mid Electrical Engineering Company if a better price than their bid is offered. The Receiver is also directed to Notify the Auditor General of the State of Pennsylvania of the intended sale as required by the Pertinent Statutes. By the Court. A. R. Chase. P.J.

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Continued from page 13. Sterling Simcox et al vs. Boro. of Cliff. No. 2 Sept. 1. 1926

That as to the incinerating plant the final order of Court concerning the same to be disposed of at a later date. Exceptions noted and bill sealed to both Plaintiffs and Defendant.

By the Court,

A. R. Chase, P.J.

Sept Term 1926

Arnold + Platt	The Union Banking + Trust Company of Du Bois Penna Trustee.	July 2. 1926 Bill in Equity filed. To The Hon. A. R. Chase, President Judge of Said Court: The Union Banking and Trust Company of DuBois, Pennsylvania, Trustee, a corporation under the Laws of the Commonwealth of Pennsylvania, brings
July 2	4	this, its bill against United Traction Street Railway Company, a corporation under the laws of the Commonwealth of Pennsylvania, and thereupon complains and says:-
	The United Traction Street Railway Company, by merger United Traction Street Railway Company.	First:- Complainant is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, is a citizen of said State, and has its place of business in the City of DuBois, County of Clearfield, and State of Pennsylvania, and does transact its being by merger of The United Traction Street
	Pro. 2.50	Railway Company, and The United Traction
	Pro. 5.00	Extension Street Railroad Company, a certi-
	Pro. .50	fied copy of said agreement of merger being
	Pro. .50	entered of record December 31st, 1923, at
	" acct Pd by atty JK 3034 5.00	3:00 o'clock P.M., at Clearfield, Pennsylvania,
auditors Rept	Pro 8.00	in Miscellaneous Book No. 23, page 184.
	3.1.50	Said agreement being incorporated in this Bill
		by reference, and made a part hereof. The said
		agreement of merger recites inter alia as follows:
		"The new corporation shall
		possess all the rights, privileges, franchises and
		property thereto vested in, and belonging to, each
		of the Corporations -----
		The new Corporation assumes,
Apr 15. 1927	Recd Ck of Plff by	becomes liable for, and agrees to pay the bonded
Attys for costs: Pro 8.50 atty		indebtedness of The United Traction Street Rail-
15.00. Total Recd 23.50 on acct		way Company in the sum of One Hundred Thousand
Geo W. Ralston Pro		($100,000.00) Dollars, and the bonded indebtedness of
July 7. 1927	Recd of Plff 5.00	The United Traction Extension Street Railroad
for filing auditors Report		Company in the sum of One Hundred Thousand
Geo. W. Ralston Pro		($100,000.00) Dollars, together with all interest
		coupons attached thereto, and all other indebted-
		ness of every kind and character for which either
		of said Companies may be liable, at the
		several times and places that the same may
		fall due and become payable, and to do and per-
		form all things, acts, duties and deeds that
		each or either of said Corporations hereby merged
		are now liable to do and perform."
		Decree For Foreclosure and Sale
		Now this 1st day of July 1926, this cause coming
		before the Court at this term on Bill of Complaint
		and Answer, wherein Defendant admits the alle-
		gations contained in the Plaintiff's Bill of Complaint,
		and joins in the Plaintiffs prayer as recited
		in said Bill of Complaint, and thereupon it is
		ordered, adjudged and decreed as follows:-
		First: That Defendant has made
		default in the performance of its covenants con-

tained in said mortgage in respect to the interest on said bonds as set out fully in the foregoing Bill.

Second: That the amount of the bonds outstanding and entitled to the security of said mortgage dated the first day of October, A. D. 1905, be ascertained and determined, together with the amount of interest accrued thereon, and unpaid, and such other sums as may be properly due and owing from the Defendant thereunder. That the nature and amount of any other liens or encumbrances be ascertained and determined by the said Trustee and reported to this Court.

Third: That the said mortgage to Complainant as Trustee under date of October first, A. D. 1905, which is by reference made a part of the Bill in Equity, is a valid and subsisting lien, and is a lien on the franchises and property of Defendant described therein, or thereafter acquired, including the following:

All that certain line of railway beginning at a point in Sandy Township, Clearfield County, State of Pennsylvania, on the west side of the highway leading from DuBois known as the "Lutheburg Road," on the easterly line of lands of M. J. McCreight, and not far from the south east corner of lot owned by P. C. Tacker; said point being the present end of terminus of the tracks of the DuBois Traction Company; said point being also indicated by a stake marked "Station 5";

And running thence in a general southerly direction through said Sandy Township, Clearfield County through lands of said M. J. McCreight, parallel with and adjacent to the west right of way line of the Buffalo & Susquehanna Railroad, to an old highway, now vacated; thence, in the same general direction, still on lands of M. J. McCreight along line of said old highway, to and across the present highway leading from DuBois to West Liberty; thence along the east side of said highway, and along the west side of land laid out in lots by James Caufield, to land of A. Koehler; thence, over land of said Koehler, along the easterly line of said land, to lot owned by Borough of DuBois, thence across said lot owned by Borough of DuBois, and parallel with, and adjacent to west right of way line of Buffalo & Susquehanna Railroad Company; and continuing parallel and adjacent to said west right of way line, southerly and southeasterly across lands owned by Cyl. Kessler; James Lyons; Mrs. David Kessler; and Jacob Kieb, to land of John Hanson;

Thence, turning first easterly and then southerly across land of said John Hanson, crossing top of hill near "West Liberty Tunnel" of the Buffalo and Susquehanna Railroad Company, to and across main highway known as "Erie Pike" or "Susquehanna & Waterford Pike", in front of house of said John Hanson, to southeast side of said highway;

Thence following said southeast side of said "Erie Pike", over lands of said John Hanson, and of August Heberling, toward village of West Liberty, to or near land leading to "The Mill Road";

Thence turning to the left in a general southerly direction across land of said August Heberling, and of the Erie Land and Improvement Company, to east line of lands owned now or formerly by Johathan Heberling; thence across southeast corner of lands of said Heberling, near the highway leading from West Liberty towards Stanley;

Thence along or near said land named highway, southerly, across lands of the Northwestern Mining and Exchange

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Company, and lands of Linnow Hand, to a point on said highway about one-half mile north from Stanley Station; thence, turning to the right in a westerly and southerly direction, across lands of Linnow Hand, and Mc Clurk estate and following the contour of the ground, to a point on the highway leading from Stanley Station to Sykesville, at the east line of lands of the Sykesville Clay Product Company; thence, along north side of said highway, and later crossing to south side of said highway, over lands of the said Sykesville Clay Product Company, to the west line thereof; thence ab and upon said highway leading from Stanley Station to Sykesville, on the south side of said highway, and following said highway to the west line of Sandy Township, Clearfield County, thence continuing on same side of said highway in Pinnslow Township, Jefferson County, to and through Village of Sykesville to and Rochester Railroad hotel of J. B. Sykes.

thirty-eight one hundredths (5.38) miles in length, as surveyed and located.

Being a line of electric railway line and

erections and constructions addition thereto all machinery, fixtures, appliances, implements and appurtenances of every kind and character which are now or may be hereafter at any time situated, lying and being in, on or about the said plant, premises, and property described herein, and used or provided for use in and about the operation of said plant and property, and the carrying on of the business of the Company in the same, whether the same are now owned by the party of the first part, or shall hereafter be acquired by it, it being the intention hereof that said plants, premises, and property shall be and are hereby conveyed to an active going, operating plant, whether said property, machinery, appliances, rights and titles or equipment of any kind be within the bounds of the above description or elsewhere wheresoever; and now held, owned or controlled and hereafter to be acquired whether par lands, privileges, trackage rights, traffic rights or other rights and privileges, whatsoever.

Together with the buildings and structures, now or hereafter placed thereon, and in

To have and to hold the said above described premises, property, rights, franchises, and appurtenances, unto the said party of the second part and its lawful successors or assigns forever.

Fourth: The Complainant is hereby authorized, empowered and directed to proceed to sell at public auction to the highest and best bidder all and singular the property and franchises of the Respondent hereinbefore described, said sale to be made as an entirety and as one parcel. The said sale to be made at the front door of Complainant's banking house in the City of DuBois, County of Clearfield, and State of Pennsylvania, on the 5th day of August, 1926, at Two o'clock P. M. Notice of the time and place of said sale shall be given by the Complainant, Trustee, by advertisement describing generally the property to be sold, without giving a detailed description thereof, referring intended purchasers to the said Trustee, for any further information desired as to details in respect of the property to be sold, and shall state the time and place when and where the sale is to be made, and the conditions under which it is to be conducted, which advertisement shall be published once a week for four successive weeks preceding the date of sale in one newspaper, published in the City of DuBois, County of Clearfield, Pennsylvania, and in one newspaper published in the

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Borough of Clearfield, County of Clearfield and State of Pennsylvania, and in one newspaper published in the Borough of Brookville, Jefferson County, Pennsylvania. Said Trustee is hereby authorized to adjourn said said by announcement at the time and place of such sale for such period or periods as he may deem advisable, without further notice or advertisement; and at such adjourned time of sale he is authorized further to adjourn it in like manner.

A cash deposit of #2500. shall be deposited with the Trustee immediately upon the property being knocked down to him, or them, and if any purchaser shall fail to make good his bid within five days of its acceptance by the Trustee, the sum paid or deposited by such bidder or purchaser shall be forfeited as liquidating damages for failure to comply with the bid or the purchase, and shall be applied to the payment of the expenses of a resale, and of making good any deficiency or loss in case the property shall be sold at a less price than a resale, and for such other and further purposes as the Court may direct. Such application of the cash deposit shall not relieve the defaulting bidder from liability for any deficiency on a resale of the property.

Complainant or any holder or holders of bonds secured by said mortgage may bid or purchase at any sale held under this decree.

Fifth: The accepted bidder or bidders shall be entitled to turn in, use and apply in making payment of the purchase money bid at the sale, (other than the cash payment hereinbefore required to be made at the time of the sale) bonds issued under said mortgage, computing such bonds for such payment, at a sum not exceeding that which shall be payable out of the net proceeds of such sale to the holder or holders thereof, for his or their just share of the net proceeds of said sale, upon due apportionment and accounting of such net proceeds. For the purpose of computing the net proceeds insofar as the acceptance of bonds is concerned by the Trustee, the cost, expenses, attorneys fees, and compensation to said Trustee shall be deemed to be a sum equal to the said #2500., deposited at the time of the sale.

Sixth: That the principal of all the bonds secured by said mortgage, and now outstanding, shall herewith become due and payable in accordance with the terms of said mortgage.

Seventh: The Court reserves the right to retake and resell the property upon such notice as it may direct, if the purchaser shall fail or omit to make any payment on account of the purchase price as hereinbefore required, or for failure in any other material or substantial respect to comply with the terms of this decree.

Eighth: The proceeds and funds derived from said sale shall be applied as follows:-

(1) To the payment of all costs of the suit at the above number and term, including reasonable fees and expenses of the Trustee, together with reasonable attorneys' and solicitors' fees, and all costs of advertisement, sale and conveyance.

(2) To the payment of all other expenses of the trust created by said mortgage, including all liens or claims for taxes, which may be prior to the bonds aforesaid.

Continued to page 22

Continued from page 21

coupons due and payable, and thereon at the rate of six per centum per annum issued under said mortgage, to the Defendant, or any, to the Defendant, or and coupon presented to or coupon presented to the amount applicable to be credited thereon on price, and shall cancel full; and in case the bond cash or by the amount price, the amount paid presented to the Trustee such bond or coupon.

price by the purchaser their successors or assigns payment thereof as the execute and deliver a good transfer, conveying and purchaser or purchasers, upon the execution and transfer, the grantee or grantees receive possession of the and transferred. Such to the condition that this conveyed, in case the purchaser successors or assigns, price remaining unpaid, tained in this decree.

successors or assigns, shall, possession of the premises and pass the same, and an together with all the rights thereto appertaining, as heretofore held, owned or enjoyed, or now holds, owns or enjoys the same; and the purchaser or purchasers, or his or their successors or assigns, shall thereupon be entitled to have and to hold the said premises, property and franchises so purchased and conveyed free and discharged of all liens, claims and charges of the Defendant, and of all persons claiming under it, including the Union Banking and Trust Company, Trustee, and the holders of certificates of indebtedness issued by said Trustee, except as in this decree expressly reserved, without liability to see to the application of the purchase money.

the deed or instrument of ance to the purchaser or instrument of transfer of a deed or instrument

(3) To the pro rata payment of all interest and remaining unpaid, and interest

(4) To the pro rata payment of the bonds remaining unpaid.

(5) To the payment of the surplus, if The Trustee shall pay on each bond him for payment, and credit on each bond him on account of the purchase price, to the payment thereof, or the amount of the payment of the purchase such bonds or coupons as are paid in of a credit on account of the purchase or credited upon each bond and coupon shall be stamped, or endorsed upon

Ninth: Upon payment of the purchase or purchasers of said property, or his or upon making such provisions for the Court shall approve, the Trustee shall and sufficient deed, or instrument of transferring the property purchased to the or his or their successors or assigns, and delivery of such deed or instrument of therein named shall be entitled to property and premises conveyed thereby possession shall nevertheless be subject may take and recall the property or purchasers, or his or their fail to pay any balance of the purchase or to comply with any other provision con-

The purchaser or purchasers, or his or their after the delivery of said deed and the and property purchased, hold, enjoy and absolute indefeasible title thereto, privileges, immunities and franchises fully and completely as the Defendant has held, owned or enjoyed, or now holds, owns or enjoys purchaser or purchasers, or his or their shall thereupon be entitled to have and to premises, property and franchises so purchased and free and discharged of all liens, claims and charges of the and of all persons claiming under it, including the Union and Trust Company, Trustee, and the holders of certificates by said Trustee, except as in this decree

The Defendant, at the time of the execution of transfer of the Trustee, as a further assur- purchasers, shall execute its deed or or join the said Trustee in the execution of transfer to be made by him, conveying

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and releasing to the purchaser or purchasers, and his or their successors or assigns, all its right, title and interest in and to the property conveyed and transferred by said Trustee; and the Plaintiff, The Union Banking and Trust Company of DuBois, Pennsylvania, Trustee, under the mortgage of The United Traction Street Railway Company, dated October First, A.D. 1905, hereby foreclosed, shall likewise, at the time of the execution of said deed or instrument of transfer, release and quit-claim unto the purchaser or purchasers, and his or their successors or successors or assigns, all its right, title and interest, under said mortgage, dated October First, A.D., 1905, in and to the property so conveyed and transferred.

Tenth: It is further ordered, adjudged and decreed, that in case the proceeds of such sale shall not be sufficient to pay in full the whole of the principal, of said bonds secured by said mortgage, dated October First, 1905, together with the overdue interest thereon, and all other sums found by this decree to be due and owing thereunder, then the said Trustee shall report to the Court the amount of such deficiency, and upon confirmation of said report, the complainant, as Trustee under said mortgage, dated October First, 1905, shall be entitled to have judgement against the defendant, for the amount of the deficiency, and shall have execution therefor pursuant to the rules and practice of this Court.

Eleventh: It is further ordered, adjudged and decreed that the Trustee shall give bond to be hereafter approved by the Court in the sum of $75,000.00 xx, for the faithful discharge and performance of its duties in making sale hereunder.

As soon as any sale or sales have been made by such Trustee in pursuance of this decree, he shall report the same to this Court for confirmation, and shall, from time to time thereafter, make such further and supplemental reports as shall be necessary to keep the Court and the parties to this cause properly advised of his proceedings in the execution of this decree.

Twelfth: It is further ordered, adjudged and decreed, that all questions, issues, matters and things not hereby disposed of, including the discharge of the Trustee, and the statement and settlement of his accounts are hereby reserved by the Court for its further adjudication; and that any party to this cause may, at any time, apply to the Court for further relief in respect of the matters and things for which provision is not herein specifically made.

Thirteenth: It is further ordered, adjudged and decreed that the Prothonotary of the Court of Common Pleas of Clearfield County give notice of this decree by copies thereof transmitted by Registered United States mail to the Defendant, The United Traction Street Railway Company, such notices addressed to the President and to the Secretary of said corporation at the City of DuBois, Pennsylvania, to be deemed compliance with this order of service.

By the Court,

A. A. Chase, P. J.

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The Union Banking & Trust Co. of DuBois, Pa., Trustee, vs. The United Traction Street Railway Co. et al

Continued from Page 23 Sept. Term 1926

July 2, 1926 Defendants' Answer filed.

June 29, 1926, Service of within bill accepted by copy — The United Traction Street Railway Company by merger United Traction Street Railway Company.

By Irvin Beckelee, secretary.

August 30, 1926, Return of Sale, filed

Order Of Court

Now, this 30th day of August 1926, the return of the Union Banking & Trust Company of DuBois, Pennsylvania, Trustee, as within mentioned, and Plaintiff above named, to make sale of the property and franchises of The United Traction Street Railway Company, having been read and considered, and it appearing to the Court that the said Trustee has complied with all the preliminaries and requirements prescribed in the decree for the sale of said property and franchises, the sale thereof as reported by it to Charles Irwin for the price of Nine Thousand, Three Hundred ($9,300.00) Dollars is hereby ratified and confirmed Ni. Si., and upon the confirmation absolute of this sale, the said Trustee is hereby authorized and directed to make, execute and deliver good and sufficient instruments of conveyance to the said Charles Irwin, and the Defendant herein is directed and required to make, execute and deliver a quit claim deed to the property sold to the said Charles Irwin.

It is further ordered that the 13th day of Sept. 1926, be fixed for final confirmation of the sale so as aforesaid made, unless in the meantime exceptions thereto be filed of record, and this said confirmation Ni. Si. be advertised once a week for two weeks in a paper published at the County seat.

By the Court,

H. R. Chase, P. J.

Oct 15, 1926 First & Final Account of Trustee filed

Now accountant charges himself as follows:

To amount received from public sale of property and franchise of Defendant Company	$9,300.00
To amount received from public sale of equipment of Defendant Company	600.00
	$9,900.00

The accountant takes credit with the following disbursements, commissions and charges:

By Clearfield Progress, Advertising	$66.30
By DuBois Courier, Advertising	63.60
By Jeffersonian Democrat, Advertising	36.38
By Union Banking & Trust Company, Trustee	1100.00
By Miscellaneous Attorney's Expenses	10.35
By Auctioneer, Crying Sale	25.00
By Prothonotary's Costs	23.50
By Hartswick, Arnold & Platt, Counsel for Trustee,	400.00
By Balance on hand	8,174.87
	$9,900.00

To Balance on hand $8,174.87

Now Dec. 6, 1926, Acct. confirmed Ni. Si. to be confirmed absolute in days (if no exceptions be filed) by the Prothonotary.

By the Court,

A. R. Chase, P. J.

Now, Dec. 11, 1926. No exceptions filed to within account and same is confirmed absolute.

Geo. R. Ralston, Prothonotary

Next Page

Sept. Term 1926

May 4 1927 Report of Aditors filed.
Table of Destribution
Amt for distribution 600.00
To the Union Banking + Trust Co to apply on
acct. for taxes paid and attys fees 600.00
Bal of acct due claimant 393.98
Property Fund
Bal for distribution as shown by first and final acct 7,574.87
Amt remitted by Trustee (Amt for distribution by auditor.) 550.00
Deduct unpaid expenses of administration as follows 8.124.87
Milford Bratton, Recorder, Certificate of Liens .50
Geo. W. Ralston Pro. 1.00
Hardwick Arnold + Platt, telephone, etc 2.55 3.55
Bal. for distribution 8.121.32
Deduct expenses of audit as follows
Clfd Progress, Auditors notice 3.50
Du Bois Courier " " 9.00
Geo W. Ralston, Pro filing etc this report 5.00
Raymond E Brown, Esq. Auditors fees 125.00 142.50
Balance for distribution to Creditors and bondholders 7.978.82
The Union Banking + Trust Co 1/2 Bal tax Claim + attys fees 196.99
Bal for distribution to Bondholders 7.781.83
Outstanding and unpaid bonds 91.000.00
Number of outstanding bonds 182.
Dividends due bondholders 8.5514.75
Amt due and payable on each Bond 42.75

Respectfully submitted
Raymond E Brown, Auditor

I hereby Certify that I am not Concerned as Counsel for any of the parties interested in the foregoing distribution nor am I personally interested in the same. Raymond E. Brown

May 4. 1927 Confirmed Ni Si to be confirmed absolutely if no exceptions to in 4 days By the Court A. R Chase P.J.

May 9. 1927 No exceptions filed report Confirmed Absolutely
Geo. W Ralston Pro

May 4 1927 service accept of Notice of filing Auditors report Apr 22. 1927 by Reutz & Reutz attys for Du Bois Natl Bank and C. H Irvin M. H Hartzfield, Austin Blakeslee, L. D. McCall and waives the right to file exceptions

Sept. Term 1926.

Arnold & W. Albert Ritney	Edith Reames	Aug. 6, 1926. Bill in Equity filed. To Hon. H. Ray Chase, President Judge of said Court: The Complainant herein, Edith Reams, seeks to recover through the chancery powers of your Hon. Court her undivided one ninth interest as an heir at law of Timothy Sunderlin, deceased; and by way of recovery avers the following:
Aug. 9.	5	
Arnold & Platt	Edwin M. Sunderlin	
	Pro. Pd. by Atty 2.50	First — That the Complaint herein,
	" .50	Edith Reams, resides at San Francisco, California
	" .50	and as a daughter and one of the heirs at law
	" .60	of Timothy Sunderlin, deceased, late of Bell Town-
	" 1.50	ship, Clearfield County, Pennsylvania.
	" .50	
	.50	Second — That the respondent herein,
	.50	Edwin M. Sunderlin resides in Bell Township,
		Clearfield County, Pennsylvania and is one of
		the heirs at law of Timothy Sunderlin, deceased,
		late of Bell Township, Clearfield County, Penn-
		sylvania.
		Third — That Timothy Sunderlin,
		deceased, died intestate at his home in Bell
		Township, Clearfield County, Pennsylvania on the
		9th day of June, 1911, leaving to survive him
		as heirs at law nine (9) children.
		Fourth — That at the time of
		his decease the said Timothy Sunderlin possessed
		~~his~~ fee a track of land situate and being in
		Bell Township, Clearfield County, Pennsylvania
		and consisting of one hundred sixty (160) acres,
		more or less, together with the coal and all
		other mineral rights) underlying said track of
		land, bounded and described as follows:
		Beginning at a hemlock thence, by
		land of James Kelley's Estate south one degree
		West 229 perches to a maple; thence, by land
		of the estate of Estate of John Irvin North
		88½ degrees west 169 perches to a post; thence,
		by Roger Banks North one degree East 83
		perches to a post; thence, South 88½ degrees east
		72.2 perches to a red oak; thence, South 88½ de-
		grees East 22.4 perches to a dead pine; thence,
		North one degree East 45 perches to a fallen
		hemlock; and thence, by lands of Joseph S.
		York and Kelley's Estate South 88½ degrees East
		126 perches to the beginning. Containing 204 acres
		and 87 perches, more or less. Excepting and re-
		serving 50 acres and 16.6 perches conveyed by
		Timothy Sunderlin to Edwin M. Sunderlin by
		deed dated February 7, 1906 and recorded in
		Deed Book Vol. 153 at page 248.
		Fifth — That each of the nine
		heirs at law of the late Timothy Sunderlin,
		deceased, took an undivided one ninth share
		in the real estate of which their late father
		died seized. And said real estate together
		with the mineral rights underlying it is worth

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upwards of Fifty Thousand ($50,000.00) Dollars.

Sixth — That one of the heirs at law, namely, William F. Sunderlin, now of the Borough of Clearfield, Clearfield County, Pennsylvania, qualified and was appointed administrator of the estate of the said Timothy Sunderlin for the purpose of winding up said estate and make disposition of the property thereof to the heirs at law properly entitled thereto.

Seventh — That some time before the death of her father, to wit, the 5th day of October, A.D. 1905, the Complainant herein, the said Edith Reams, now a widow, left and departed therefrom her home in Clearfield County and took up her residence in Seattle, Washington, from whence on or about the 15th day of May, A.D. 1918, she left and established her residence at San Francisco, California, where she has resided ever since.

Eighth — That while the Complainant herein resided at Seattle, the Respondent Edwin, M. Sunderlin, wrote repeatedly to the Complainant concerning the administration of the estate of Timothy Sunderlin by William F. Sunderlin, administrator. In the correspondence of the Respondent hereto to the Complainant, Edith Reams, he repeatedly complained to Edith Reams, of the improper and mal-administration of the estate of Timothy Sunderlin by the aforesaid William F. Sunderlin, administrator. That by such statements the Respondent herein undertook to lead his sister, Edith Reams, a widow to believe that her interest in her father's estate was being squandered. That he repeatedly made overtures and offers to the Complainant herein, requesting her to convey to him her undivided interest in her father's estate.

Ninth — That the Complainant, Edith Reams, repeatedly refused to dispose of her father's estate to the Respondent herein and informed him of her desire to retain the same.

Tenth — That the Complainant, Edith Reams, became ill health and was for some time confined to her bed in the Barker Hotel at Seattle in a week mental & physical condition. That while so confined and within the knowledge of the Respondent of her weak and mental condition the said Edwin M. Sunderlin, a brother to the Complainant, standing in confidental relation to her, by undue influence fraudulently obtained her signature to an instrument which, it is alleged, was procured by the Respondent from the Complainant by fraud and misrepresentation.

Relief Prayed For.

Your Complainant, therefore respectfully prays that your Honorable Court cancel the deed of conveyance as recorded in the office for the recording of deeds in Clearfield County in Deed Book Vol. 225 page 527; deliver possession to her of her interests in the Timothy Sunderlin estate; and order an accounting; and that the deed so tainted with fraud be set aside so as to not allow it to accomplish its purpose.

W. Albert Ramey,
Atty. for Complainant.

August 7, 1926, Arnold and Platt enter their appearance for the defendant. — Aug 30-1926 Defendants Answer filed: Aug 31-1926 Service accepted by Copy by Walbert Ramey, Pff atty
Oct. 28 1926 Notice of lodging testimony filed
Oct. 28 1926 Testimony lodged
Jan 25. 1927 Decree filed

Now Jan 24, 1927 this matter having been considered by the Court & it appearing to the Court that no sufficient cause has been shown why said order of Court should be stricken off the motion is refused exception noted & bill sealed to the Pff. By the Court. A. R. Chase P.J

Sept Term 1926

A.M. Liveright

St. John Baptist Church, a corporation in the Borough of Chester Hill, Clearfield County, Pennsylvania, and Mike Chando, George Nemchak, Sr., John Fetcenko, Sr., John Labock, Sr., Mike Chegas, Theodar Hrenko, and Pete Mandel.

Aug. 9

6

Rt. Rev. Platon Rojdestvensky, Rt. Rev. Alexander Nemolovsky, (Vladamir W. Baumistrov. (Valerian E. Greaver, (Cash 94th St. New York City) (V. Rev. Alexander Kukulifsky (V. Rev. Peter Kopoff (Laurence F. Ponschine (V. Rev. Leonid Turkevich General Board of Trustees of the Russian Orthodox Greek Catholic Church, Merrill E. Gates, Jr. Receiver of the Trust Estate of the Archbishop and Consistory of the Russian Orthodox Greek Catholic Church, 36 W. 44th Street, New York City, Rt. Rev. John S. Kedrovsky.

Aug. 9, 1926 Bill In Equity filed.

To the Honorable H.R. Chase, President Judge of said Court:-

Your orators complain and say:

(1) That the plaintiffs, St. John Baptist Church is a corparation in the Bakaugh of Chester Hill, Clearfield County, Pennsylvania; Mike Chando, George Nemchak, Sr., John Fetcenko, Sr., John Labock, Sr., Mike Chegas, Theodar Hrenko, Sr., and Pete Mandel, are individuals residing in the Borough of Chester Hill, Clearfield County, Pennsylvania and nearly and are all members of the congregation of St. John Baptist Church, and that they were at a duly constituted meeting of the congregation of said Church, held on the 6th day of June A.D. 1926, duly elected Trustees for said Congregation; and that this Bill in Equity is filed by them, jointly with said Church, as such trustees, and for and in behalf of the said congregation, and not in their individual capacity.

(8) That the defendant, Rt. Rev. John S. Kedrovsky, is believed to reside in the City of New York, his street adress being unknown to the plaintiffs; that his status has recently been decided by the Court of Appeals of the State of New York, and he is believed to have been declared a Ruling Archbishop.

(9) That St. John Baptist Church was formed for the purpose of public worship, according to the faith, doctrine, discipline and usages of the Russian Orthodox Greek Catholic Church; that its business is transacted through the instrumentality of Trustees, originally fixed at five, but now numbering seven, a majority of whom are required to be laymembers.

(10) That the congregation of the St. John Baptist Church, situate in the Borough of Chester Hill, aforesaid, for whom your orators are the trustees, are the beneficial and real owners of three pieces or parcels of real estate, situate in the Borough of Chester Hill, Clearfield County, Pennsylvania, described and identified as follows:-

The First Thereof: Beginning at the corner of lot of Daniel Marian on the southwest side of Laura Street; thence along Laura Street in a Northwesterly direction fifty (50) feet to a post; thence along lands of J.N. Schoonover in a Northwesterly direction one hundred seventy-five (175) feet to a post and an alley; thence along said alley in a Southeasterly direction 50 feet to a corner of lot of Daniel Marian; thence along line of Daniel Marian in a Southwesterly direction to corner of lot

(continued on page 29)

	Pro. By atty K/2482	2.50
	Shff. Smith	3.36
	Pro. do	50
	"	50
	"	50
	"	
	Shff. Smith	2.56
	Pro. final decree	3.00
	" Certs. "	1.00
	" do	50
		14.42
W.I. Curley Trustee	K/2483	5.00
Feb. 28. 1927.	Recd of Pelf atty	
Costs:- Atty	2.50 Shff Smith	5.92
W.I. Curley	5.00 Pro. Raleton	6.00
Total Recd	19.42 Geo W. Raleton Pro	

(continued from page 28) No. 6 Sept. Term 1926

Daniel Marcaw and place of beginning. Being part of lots Nos. 59 and 60 in Old Town Plot of the Borough of Chester Hill

The Second Thereof: Beginning at the corner of lot No. 63, sold to Annie Brown, wife of Amos Brown on Laura Street in said Borough, thence Southwesterly by the line of said lot No. 5 2 degrees 50 minutes West 175 feet, make or less, to the township road on Ida Street; thence by said Street Northwesterly North 37 degrees 10 minutes West 70 feet, more or less, to the line of Helen Zeigler's heirs; thence by the lands of Helen Zeiger heirs Notherly (North) 52 degrees 50 minutes East 175 feet, more or less, to the line of Laura Street; thence along said Laura street South 37 degrees 10 minutes East 70 feet, more or less, to place of beginning.

The Third Thereof: Beginning on the Western line of Laura Street in said borough at the corner of lots Nos. 62 and 63; thence Southwesterly by the like of said lots 175 feet to the township road on Ida Street; thence by the said road or street, Northwesterly 50 feet to a spash; thence Northeasterly by line parallel with line of lots Nos. 62 and 63 aforesaid, 175 feet more or less, to the Western line of Laura Street aforesaid; thence Southerly along the Western line of Laura Street 50 feet to the place of beginning.

(25) Your orators further aver and declare that they are, by virtue of the premises herein narrated, in need of equitable relief: They, therefore, pray your Honorable Court to enter a decree as follows:

(a) For the appointment of a Trustee to make conveyance of the legal title of said Real estate.

(b) That said Trustee be ordered and directed to make conveyance of the legal title to the real estate in Chester Hill Borough, Clearfield County, Pennsylvania, belonging to said St. John Baptist Church, and hereinbefore described, to it as a carparation.

(c) That service of the above petition be directed upon the defendants whose whereabouts are known, being now residents of the State of Pennsylvania, by registered mail, addressed to their last known residence or business office; and by publication of notice of filing this Bill in a newspaper of general circulation in Clearfield County once each week for four succesive weeks, with respect to any defendant or defendants that cannot upon diligent inquiry be found, provided the preliminary affidavit warranty such publication be duly made.

(d) That complainants may have such other and further relief as the case may require, and as to this Honorable Court may seem meet.

St. John Baptist Church of Chester Hill,
Clearfield County, Pennsylvania.
By Mike Chands.
President of Board of Trustees

Order of Court

Now, August 9th 1926, it appearing by affidavit that defendants Valerian E. Greaves and Merrill E. Gates, Jr. are not within the jurisdiction of the Court; and that the place where they reside or probably may be found is as to Valerian E. Greaves, Marvin & Pleasants, 150 Broadway, New York City, N. Y. and as to Merrill E Gates, Jr., 36 West 44th Street, New York City, N. Y. on motion of A. M. Liveright, atty. for plaintiffs, it is ordered that the Bill of Complaint, with a copy of this order, be served on said Valerian E. Greaves and Merrill E. Gates, Jr., at their respective addresses as aforesaid, and that

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Sept Term 1926 No. 6. (continued from page 29)
St. John Baptist Church, a corp. et-al vs Rt. Rev. Platon Rojdestvensky

the said defendants named be served by the Sheriff of Clearfield County, with a copy of the order authorizing the service thereof and a copy of the Bill of Complaint; and that compliance with the requirements of said bill be made within 30 days after such service, and any further process or notice required in the case be served in like manner.

It is further ordered that the service hereby directed to be made by the Sheriff of Clearfield County, be made by registered mail, return receipt requested; and in default of effecting such service it be made by deputization of an officer in the City of New York to effectuate the service.

By the Court,
H. R. Chase, P. J.

Service on the Defendants Valerina E. Greaves and Merrill E. Gates by sending to each of them a true and attested copy of the original Bill in Equity by registered mail as per the return receipt cards hereto attached. Do make return of Nihil Habet as to the Defendants, Rev. Platon Rojdestvensky, Rev. Alexander Nemolovsky, Wladamir W. Benimstrow, Rev. Alexander Kukulifsky, Rev. Peter Kopoff, Laurance I. Pouschine, Rev. Lenaid Turkevich, and Rev. John S. Kedrousky.

So Answers,
Percy E. Smith, Shff.

Oct 29. 1926 Answer of Merrill E Gates Jr as Receiver. etc. appearing in Person. 36 West 44th Street New York. N.Y. filed
Oct 29. 1926 service of within answer accepted by copy by A. M. Liveright. atty for Plffs
Nov. 9. 1926 Petition, order of Court as to service. two Copies Certified to Sheriff
And Now, Nov. 8. 1926. it appearing by affidavit to the satisfaction of the Court that the defendants, Rt. Rev. Platon Rojdestvensky, Rt. Rev. Alexander Nemolovsky, Wladamir W. Benimstrow, W. Rev. Alexander Kukulifsky, W. Rev. Peter Kopoff, Laurence I. Pouschine, W. Rev. Lenoid Turkevich, cannot upon diligent inquiry be found so as to be personally served with process, on motion of A. M. Liveright, solicitor for the plaintiffs it is ordered that the Bill of Complaint be served upon the said defendants by publication in the manner prescribed by law, once each week for six successive weeks in one newspaper published in the County of Clearfield; and that in default of an appearance within fifteen days after the last publication, the Bill may be taken pro confesso and that any further process, rule, notice, order or decree in the cause of which service shall be required, shall be served on the said defendants in like manner with the like period of fifteen days for appearance and compliance. By the Court. H. R. Chase, P. J.

Service on the Defendant Merrill E. Gates, Jr., by sending to him a true and attested copy of the original Bill in Equity by registered mail as per the return receipt card hereto attached.

Now Dec 2, 1926, Do make return of Nihil Habet as to the Defendants Valerina E. Greaves, Rev. Platon Rojdestvensky, Rev. Alexander Nem-

(continued to page 31)

No. 6. Sept. T. 1926 } St. John Baptist Church, a corp. et al —VS— Rt. Rev. Platon Rojdestvensky. (Continued from page 30)

olavsky, Waldamir T. Banimistrow, Rev. Alexander Kukuljsky, Rev. Peter Kopoff, Laurence L. Ponchine, Rev. Leonid Turkevich, and Rev. John S. Kedrovsky. Solicitors, Percy C. Smith, Sheff

Jan 3 1926 Order for Decree Pro Confesso filed

Now, Jan 3, 1927, on motion of Counsel for Plffs after due proof of service upon all the defendants, either personally or by publication, no answer having been filed by any of the defendants, and no appearance having been entered except by Merrill E. Gates, Jr., Receiver, who submitted himself to the Jurisdiction and the decision of the Court, but filed no answer; it is ordered that the Bill in Equity in this case be taken pro Confesso; and Counsel for the plaintiffs are directed to draw a form of final decree and to submit it to the Court for consideration and for disposition and entry of such final decree, if it meets the approval of the Court. By the Court A. K. Chase C. J.

Jan 3, 1926 Proof of publication filed.

January 22, 1927, Final Decree filed:

Decree: Now, January 22nd, 1927, a decree pro confesso having been entered in this case as to all the defendants, but one, for want of an appearance, and as to that one defendant, for want of an answer; after hearing testimony, the presentation of proof of publication, and upon motion of counsel for the plaintiffs, the following decree is entered:

Now, January 22, 1927, the prayer of the defendants is granted and decree is entered in favor of St. Johns Baptist Church, a corporation in the Borough of Chester Hill, Clearfield County, Pennsylvania, & Mike Chando, George Demchak, Sr., John Fetchenko, Sr., John Labock, Sr., Mike Chegan, Theodore Krenko, Sr., and Pete Mandel, for land situated in the Borough of Chester Hill, Clearfield County, Pennsylvania, the subject matter of the Bill of Complaint, bounded and described as follows: The First Thereof: Beginning at the corner of lot of Daniel Marian on the Southwest side of Laura Street; thence along Laura Street in a Northwesterly direction 50 feet to a post; thence along lands of J. N. Schoonover in a Northeasterly direction 175 feet to a post and an alley; thence along said alley in a southeasterly direction 50 feet to a corner of lot of Daniel Marian; thence along line of Daniel Marian to place of beginning. Being part of lots Nos. 59 and 60 in Old Town Plat of the Borough of Chester Hill.

Being the same premises which J. N. Schoonover, et ux, by deed dated August 8th, 1893, recorded in Clearfield County in Deed Book 99, Page 149, conveyed to the Society of St. John the Baptist of Philipsburg, Pa. George Demchak, Andrew Mandel, John Hargo, John Mitko, members of said Society; and the same premises which George Demchak, Andrew Mandel, John Hargo and John Mitko, members of the Society of John the Baptist of Philipsburg, Pa., by deed dated February 5, 1895, recorded in Clearfield County in Deed Book 87, Page 161, conveyed to the Greek Catholic Russian Bishop Nicholas, of 1715 Powell Street, San Francisco, California; and the same premises which the Greek Catholic Russian Bishop Nicholas of 1715 Powell Street, San Francisco, California, (as former Bishop) by deed dated June 11, 1909, recorded in the Recorder's office for Clearfield County, in Deed Book 212, page 483, conveyed to Platon Rojdestvensky, Archbishop of the Russian Orthodox Greek Catholic Church of North America; and the same premises which Platon Rojdestvensky, formerly Archbishop of the Russian Orthodox Catholic

(Continued on Page 34)

Sept Term 1926

Ward McCullough
Kittanning, Pa
M. L. Silberblatt

The Hartford Accident & Indemnity Co., of Hartford, Conn., a corporation

7

Aug 10

Aug. 10, 1926 Bill In Equity filed. 6 copies cert. to Sff

To The Honorable, The Judges of said Court:

The Hartford Accident and Indemnity Company, of Hartford, Connecticut, a carporation, brings this suit against Crum Brothers Coal Mining Company, a carporation, and Charles Waldrod, Jr., George A. Stockdale, Frank S. Stockdale, Charles M. Shoffner and John Shoffner, and Finance and Fuel Carporation, a carporation, defendants, and thereupon your orator complains and says:

1. That on the 29th day of April, 1926, it commenced a suit for the recovery of money in the Court of Common Pleas of Armstrong County, to June Term, 1926, No. 215, against Crum Brothers Coal Mining Company, a carporation, one of the defendants above named, and that after such proceedings were had in said suit, and upon consideration by the Court, to-wit, on the 8th day of June, 1926, your orator obtained judgment against Crum Brothers Coal Mining Company, one of the aforesaid defendants, for the recovery of money, to-wit, the sum of $1345.28 dollars, with interest thereon from the first day of Oct., 1925

2. That on the 9th day of June, 1926, your orator issued a writ of fieri facias on said judgment against Crum Brothers Coal Mining Company, a carporation, one of the aforesaid defendants, which writ has been served by the Sheriff of Armstrong County, and upon the said Crum Brothers Coal Mining Company, one of the defendants above named, and no goods or chattels and no personal property have been found by the said sheriff sufficient to satisfy the debt of the plaintiff, and no real estate unencumbered and sufficient to satisfy the debt of the plaintiff has been found by the said sheriff.

3. That said judgment is still in force and the whole amount of $1345.28, with interest from the first day of October, 1925, is now actually due by the said Crum Brother Coal Mining Company, a carporation, one of the aforesaid defendants, to your orator.

4. There is reason to believe that the said Crum Brothers Coal Mining Company, a carporation, the aforesaid judgment defendant, has real and personal estate wherewith said judgment may be satisfied, and that by reason of the concealment thereof, complainant, your orator, is prevented from having execution of his judgment.

5. That such personal estate has been transferred and concealed,

(continued on page 33)

Raymond E. Brown
N. F. Wonner
Louis E. Boyer

Crum Bros. Coal Mining Co., a carporation, and Charles Waldrow Jr., George A. Stockdale, Frank S. Stockdale, Charles M. Shoffner and John Shoffner, and Finance and Fuel Carporation, a carp., Defendants

Prs. by atty (ck 2894) 2.50
" 3.00
" Sec. 2.00
Sff Smith 17.60
Sec .50
" .50
" .50
" 1.00
27.60

Nov 1-1926. Rec'd of Sff atty of Ward McCullough, for Costs $27.60
Geo. W. Ralston Coo.

Nov. Nov. 1st 1926 On Motion atty for Sff. Leave of Court Granted to discontinue within proceeding on payment of costs. & the Prothonotary is ordered & directed to mark the record discontinued By the Court
A. R. Chase P. J.

(continued from page 32) No. 7. Sept. Term 1926

and by reason of such concealment or fraudulent transfer, your orator is prevented from having execution of its judgment.

Wherefore your orator prays that the said defendants may, to the best and utmost of their several respective knowledge, remembrance, information and belief, full, true and perfect answers make to each of the several interrogatories filed herewith.

And that the said defendants may make a true and full disclosure and discovery as to the matters set forth in the interrogatories, to the end that your orator may be able to have execution of the said judgment; and may it please your Honor, to grant unto the plaintiffs a writ of scire facias to the sheriff of Clearfield County directed, requiring him to make known to the said Crumm Brothers Coal Mining Company, a corporation, and Charles Waldrow Jr., George A. Stockdale, Frank S. Stockdale, Charles M. Shoffner and John Shoffner, and Finance and Fuel Corporation, a corporation, defendants, that they be and appear before this Honorable Court at a time certain to be therein appointed, to answer this Bill and all such interrogatories as shall be propounded to them, or show cause why they should not, and abide by the judgment of this Honorable Court in the premises.

And plaintiff will ever pray, etc.

Ward McCullough
M. L. Silberblatt
Solicitors for Plaintiff.

Order Of Court

And now, to-wit, this 10th day of August, 1926, let scire facias issue sec. leg. requiring the Sheriff to make known to the defendants that they be and appear on the first Monday of September, 1926, to answer the Bill and all such interrogatories as shall be propounded to them, or show cause why they should not, and abide the judgment of the Court in the premises.

By the Court,
H. R. Chase, P.J.

Aug. 10, 1926 Sci. Fa. issued. 4 copies certified to sheriff.
Aug. 10, 1926 Interrogatories filed. 2 copies certified to sheriff
Now. Aug 13 1926 Service on the Deft. Crumm Bros., Coal Mining Co., a Corp., by handing to Charles Waldrow Jr., President of said Co., a true and attested copy of the original Plffs Bill of Complaint together with Interrogatories and Sci Fa Sur Bill of Discovery. Service on the Defts. Charles Waldrow Jr., George A Stockdale, and Frank S. Stockdale, by handing to each of them a true and attested Copy of the original Plffs. Bill of Complaint together with Sci Fa Sur Bill of Discovery. Service on the Defts., Finance & Fuel Corporation, a Corp., by handing to George A. Stockdale, President of said Deft., a true and attested Copy of the original Plffs Bill of Complaint, together with Sci Fa Sur Bill of Discovery. I make return of Nihil Habet as to the Defts. Charles M. Shoffner and John Shoffner. So ans Percy E. Smith, Shff.
Aug 16. 1926 By paper filed Louis E. Boyer, atty enters his appearance George A Stockdale and Frank S. Stockdale
Aug. 18. 1926 By paper filed Raymond E. Brown & N. F. Womer attys enter their appearance for Defts
Sept. 6. 1926 Answer to Interrogatories filed with service of answer to Interrogatories accepted by copy By M. L. Silberblatt, attys for Plff.

Church of North America, by deed dated February 1, 1915, recorded in the Recorder's Office of Clearfield County, in Deed Book 212, page 491, conveyed to Alexander Nemolovsky, Bishop of the Russian Orthodox Catholic Church of North America.

The Second Thereof: Beginning at the corner of lot No. 63, sold to Annie Braun, wife of Amos Braun on Laura Street in said Borough, thence Southwesterly by the line of said lot 52 degrees 50 minutes west 175 feet, more or less, to the township road or Ida Street; thence by said Street northwesterly north 37 degrees 10 minutes west 70 feet, more or less, to the line of Helen Zeigler's heirs; thence by the lands of Helen Zeiger heirs notherly (North) 52 degrees 50 minutes East 175 feet, more or less, to the line of Laura Street; thence along said Laura Street south 37 degrees 10 minutes East 70 feet more or less, to place of beginning.

Being the same premises (being lots No's. 61 and 67 and the residue of land being part of lot along line of land of Helen Zeigler's heirs) which Charles R. Hudson, by deed dated October 16, 1900, recorded in the Recorder's Office for Clearfield County, in Deed Book 155, page 261, conveyed to Rt. Rev. Lichow (Tichow), Bishop of Russian Orthodox Catholic Church of San Francisco, Cal.; and the same premises which Rev. Tichon Bellavin, formerly Bishop of the Russian Orthodox Catholic Church of North America, by deed dated August 7th, 1909, recorded in the Recorder's office of Clearfield County, in Deed Book 212, page 488, conveyed to Platon Rojdestvensky, Archbishop of the Russian Orthodox Catholic Church of North America; and the same premises which Platon Rojdestvensky, formerly Archbishop of the Russian Orthodox Catholic Church of North America, by deed dated February 1, 1915, recorded in the Recorders office for Clearfield County, Pa. in Deed Book 212, page 495, conveyed to Alexander Nemolovsky, Bishop of the Russian Orthodox Catholic Church of North America.

The Third Thereof: Beginning on the western line of Laura Street in said Borough at the corner of lots No's. 62 and 63; thence southwesterly by the line of said lots 175 feet to the township road or Ida Street; thence by the said road or street, northwesterly 50 feet to a post; thence northeasterly by line parallel with the line of lots No's. 62 and 63 aforesaid, 175 feet more or less, on the western line of Laura Street aforesaid; thence southerly along the western line of Laura Street 50 feet to the place of beginning.

Being the same premises which Mary A. C. Hallahan, et-al., by deed dated October 22, 1901, recorded in the Recorder's office of Clearfield County in Deed Book 125 page 115, conveyed to Rt. Rev. Tikhon, Bishop of Russian Church, San Francisco, Cal., and the same which Rev. Tikhon Bellavin, formerly Bishop of the Russian Orthodox Catholic Church of North America, by deed dated August 7, 1909, recorded in the Recorder's office for Clearfield County, in Deed Book 212, page 486, conveyed to Platon Rojdestvensky, Archbishop of the Russian Orthodox Catholic Church of North America; and the same premises which Platon Rojdestvensky formerly Archbishop of Russian Orthodox Catholic Church of North America by deed dated February 1, 1915, recorded in the Recorder's office of Clearfield County, in Deed Book 212, page 494, conveyed to Alexander Nemolovsky (Nemolovsky), Bishop of the Russian Orthodox Catholic Church of North America

And H. D. Curley is hereby appointed Trustee for the purpose of making title of said premises, and in that behalf he is directed to make, execute and deliver to said St. Johns Baptist Church

(Continued on Page 35)

No. 6. Sept. Term 1926 (continued from Page 34)

a corporation, a deed of conveyance for the said premises. It is further ordered that the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, file a certified copy of this decree in the office of the Recorder of Deeds for Clearfield County, and that the latter transcribe the same on the deed records of said County and index it; and that the said H. I. Curley, Trustee, shall perfect delivery of the deed hereinbefore required by lodging it with said recorder for recordation and that when it is duly recorded and transcribed it shall be delivered to the then secretary of said Board of Trustees of St. Johns Baptist Church, a corporation, for the purposes of said corporation. By the Court, C. R. Chase, P. J.

Continued from Page 11 #3 Sept T 1926. H M Fair vs Coal Run Junction Mining Co.

The items of expense referred to are as follows:

Paid Union Idemnity Company, Premium on Bond	$ 10.00
Paid Clearfield Progress, advertising	9.05
C.D. Cushing, appraisers fee	5.00
Thomas Bathgate, appraisers fee	5.00
Travelling expenses by automobile at the rate of 10¢ per mile for the following:	
2 trips to Philadelphia 968 miles,	
10 trips to Altoona and return, 640 miles	
10 trips to Clearfield and return from Decedon 420 mile	202.80
Hotel	8.00
Meales	21.00
Phone	4.50
Total expense items	265.35

Sixth - Your receiver, therefare has received and has on hands at the time of this report the sum of $1.0.1.0.1.2 being all of the assets of said corporation in receivership. Other properties and assets belonging to said corporation at the time of said receivership, the Receiver is unable to reach because of prior claims and legal difficulties which prevent the Receiver from taking title thereto.

Seventh - In addition to the authority to make payment of expenses so incurred your petitioner respectfully asks the Court for authority to submit the matter of Compensation for services rendered in Connection with the receivership to the Auditor, and it is also requested that the Compensation to W. Albert Ramey, Esquire for legal services rendered in connection with this Estate will also be submitted to the Auditor.

All of which is respectfully submitted,

James M. Kenna, Receiver.

Order of Court;- Now April 15. 1929 the foregoing Return of Sale and Report of James M Kenna. Receiver of Coal Run Junction Mining Company. Inc., presented and Concidered; the Return of Sale is hereby Confirmed and approved.

And the Court authorizes and directs the Receiver, out of the funds in hand derived from the sale of the property of the Corporation in receivership, to pay the expenses mentioned and referred to in his report, said expenses being proper disbursements of the receivership, and the Receiver is authorized to take Credit in his account with such payment as shall have been made. By the Court. A. R. Chase. P.J.

Now June 10. 1929 Account Confirmed Nisi to be Confirmed absolutely by Prothonotary in four days if no exceptions be filed. By The Court. A R Chase, P J

Now June 10. 1929 No exceptions filed to within Report same is Confirmed absolute Geo. W. Ralston. Prothy

Now June 15. 1929 By Motion out Watch Book. W. Albert Ramey Atty for Accountant having moved for the appointment of an Auditor to make distribution of the funds in the hands of the Accountant as shown by the report of Receiver and account - this day duly Confirmed by the Court, Edward Kelley Esq is appointed Auditor for the purpose and to make report to the Court. By the Court. A R Chase P J

Contd on Page 37

Aug 5 1929 Auditors Report filed as follows;-

Various bills and claims were presented and it appearing that there was on hand, after permitting expenses of the Receiver, a total for distribution of $734.77.

There were claims presented which under the law were entitled to priority, such as claim of the United States Government for federal taxes in the amount of $6.00 and claim of the Auditor General's Department, for state taxes in the amount of $1911.69, and wage claims of the various miners who worked at the mine and who did not receive their last pay. The Federal and State Government should be given preference even before the claims of the miners. However, in the case to be decided by your Auditor, this cannot be, for the reason that the costs and fees of the Receivership and costs of this audit, will eat up the entire fund to be distributed. The Auditor took sometime to decide this matter and has reached the conclusion that he must allow both the Receiver and attorney for the Receiver, large fees in comparison with the amount of money to be distributed, but small fees considering the fact this Receivership has been on for a period of three years and according to the testimony of the Receiver~~ship~~, it has involved considerable time, interfered with his regular occupation, made him give up his time and caused him a great amount of trouble, labor and delay. Under the circumstances while your Auditor cannot allow a fee in comparison with the work done, he will allow a fee which is large in comparison to the amount of money to be distributed. The attorney for the Receiver had presented a bill herewith for $250.00, Considering the amount of time involved and the delay and various problems that came up over the three years, your Auditor does not feel this is excessive and accordingly will allow the bill of J. Albert Ramey, as attorney for the Receiver, in full.

Your Auditor therefore recommends the destribution of the balance in the hands of the Receiver and now on deposit at the Peoples National Bank of Osceola Mills, Pa. as per the following schedule attached hereto. Respectfully submitted,

Edward T. Kelley, auditor.

Your Auditor finds there is an old bill of costs in this matter in the Prothonotary's office, which has not been paid, in the amount of $9.50, which should be paid as costs in this case.

Edward T. Kelley, auditor.

Amount for distribution		734.77
Prothonotary's Old Bill, costs not paid	9.50	
Costs of this Audit.		
Prothonotary - commission and filing	6.00	
Advertising - Clearfield Republican	3.75	
Advertising - Raftsman's Journal	5.00	
Edward T. Kelley - Auditor	125.00	
W. Albert Ramey - Attorney for Receiver	250.00	
James M. Kenna - Receiver	335.52	734.77

Edward T. Kelley

Now Aug 5 1929 Auditors Report Confirmed Ni Si. absolutely unless exceptions in four days. By the Court. A R Chase P.J.

Now Aug 10. 1929 No exceptions having been filed in this account the same is confirmed absolutely. Geo. W. Ralston. Prothy.

Dec Term 1926

J. Mitchell Chase
M.L. Silberblatt
Arnold + Platt

1

A. M. Liveright

L. W. Pollack

Maurice D. Robinson

Pro 2.50
" 1.50
Shff Smith 5.70
Pro 1.00
10.70

Oct 8-1926 Shff
Costs $10.70
Geo. W. Ralston Pro.

Oct 8-1926
By paper filed
this proceeding
discontinued with
leave of Court
Geo W Ralston Pro

Sept 16. 1926 Bill in Equity filed
3 Copies Certified to Shff

Your orator complains and says

1st That your orator. L W Pollack is a resident of the Boro of Clearfield Clearfield Co. Penna.

2nd. That Maurice D. Robinson respondent is a resident of the Boro. of Clearfield Clearfield Co. Penna

3rd That immedeately prior to the 20th day of Sept. 1924, your orator had conversation with the respondent, in which your orator requested the respondent to loan the orator the sum of Thirty-five thousand ($35.000.00) Dollars, and that such conversations and dealings were so carried on until the 20th day of Sept. 1924, at which time the said respondent agreed to loan the said orator the sum of Thirty-five thousand ($35.000.00) Dollars and said loan was consummated and evidenced by the giving of a bond and mortgage.

4th. That as to the said bond and mortgage designated in the preceding paragraph. the said bond was executed by your orator and was delivered to the said Maurice D. Robinson who holds possession of the same, so far as your orator is informed and believes. That the Mortgage aforesaid was duly executed and acknowledged by your orator and delivered to the respondent and by the respondent was recorded in the office of the recorder of Deeds in Clearfield County in Mortgage Book No. 179 Page 160. which said Mortgage is made a part of this Bill in Equity and incorporated herein by reference

5th: That the Mortgage aforesaid was for the payment of the same of the full sum of Thirty five thousand ($35,000.00) Dollars with interest as is stated in said mortgage, and the same was payable within five years from the date thereof, with the right to anticipate payment of the principal in multiples of One Thousand ($1,000.00) Dollars at any interest paying period, said interest paying periods occuring on the 15th day of March and on the 15th day of Sept of each year.

6th: That upon the giving of said Mortgage and bond the said orator received from the said respondent the said sum of Thirty five thousand (35,000.00) Dollars and from and since the giving of the mortgage all interest thereon

(1):-
(2):-
(3):-
(4):-
(5):-
(6):-
(7):-
(8):-
(9):-

has been paid up to and including the interest falling due on the 15th day of March. 1926 and that there has been paid on account of the principal of said mortgage the sum of One Thousand ($1000.00) Dollars The said interest payments so made were paid to the respondent. The said payments so made on account of the principal, to wit:- the sum of One Thousand ($1000.00) Dollars was paid to the County National Bank of Clearfield Pa the assignee of a portion of the mortgage as hereinafter appears

Wherefore your orator needs equitable relief and prays

(1):- That the respondent upon the payment to him of the balance due him under the mortgage aforesaid, and upon the payment to the County National Bank as assignee of the balance due it under said mortgage, together with interest thereon, be compelled to satisfy the said mortgage and cancel and deliver over to the plaintiff the bond accompanying the same

(2):- That upon the payment of the balance due, with interest on the Mortgage, to the respondent or assignee that the Plff. be compelled to cancel & satisfy the judgment entered to No 108 Dec T. 1924 in favor of the respondent and against the Plff.

(3):- That upon the payment to the said respondent and his assignee of the sums due under said mortgage, that a mandatory injunction issue against the respondent compelling him to deliver to the Plff the five said notes each in the sum of Fourteen Hundred ($1400.00) Dollars, for which the said sum of Seven Thousand ($7000.00) Dollars was obtained as Collateral security.

(4):- That the respondent, and his assignees be enjoined from in any wise proceeding to collect any part of said mortgage, or any interest thereon, pending this proceeding

(5):- That the respondent be enjoined and restrained from issuing any execution, writ of ecution, or any writ, attachment or process in aid of execution upon or in connection with the said judgment entered to No 108 Dec T. 1924

(6):- That the respondent be enjoined and restrained from bringing any suits, entering any judgments or issuing any process to collect, or reduce to judgment, any or all of the said five notes executed by L. W. Pollack to the order of Maurice D. Robinson, each of which said notes is dated Sept 20. 1924. and each being for the principal sum of Fourteen hundred ($1400) Dollars and maturing respectively in one, two, three four and five years from the date hereof.

(7):- That an account be stated between the orator and respondent as to show sums due or owing by the parties in connection with the said indebtedness represented by the said bond & mortgage or in any wise connected therewith

(8):- That the Complainant be awarded his costs in this proceedings

(9):- That such further & equitable relief to which your orator may be entitled Arnold & Glatt. J Mitchell Chase. M L Silberblatt
Solicitors for Plff.

To the Defts within named:-

Unless you have already done so, you are hereby notified & required within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance to the term and number stated thereon in the office

No 1 Dec T. 1926 L. W. Pollack vs Maurice D. Robinson

of the Prothonotary of the Court of Common Pleas of Clearfield County Penna. specifying thereon a person and place, within said County, where papers, process and notice may be served upon you: and within thirty days after such service you are required to make a full and complete answer, under oath to each and every of the averments of this bill If you fail in either respect the bill may be taken pro confesso and a decree made agdnst you in your absence. Arnold & Platt
J. Mitchell Chase. M. L. Silberblatt.
Now. Sept 16. 1926. served personally on the Deft Maurice D. Robinson by handing to him three true and attested copies of the original Plffs Bill and making known unto him the contents thereof
So answers Percy E. Smith. Shff
Sept 17. 1926 By paper filed A. M. Liveright atty enters his appearance for Defts

Dec Term 1926

L. D. McCall — Fanny M. Naugle

Oct 7 — 2

Daniel B. Naugle

Pro — $2.50
1.50
Shff Smith — 1,00
Pro — 1,00
" — 1,00
Shff. Smith — 1.50
Pro — 1,50
" Rule — 2.10
Shff Smith — 8.30
Pro — .50
19.90
12-30-26 Pro — .50
.50
" — 1.50

Jan 4. 1926 Recd of Plff atty
Costs Shff Smith 9.80 Pro
Co. 10.10 Total Recd 19.90
Geo W. Ralston Pro
4-25-27 Pro — .50

Oct 7. 1926 Bill in Equity filed
1 Copy Certified to Shff
To the Hon. A. R. Chase Pres. & Sole Judge of said Court.

The Plff. complains & says:-

That on Aug 23. 1905, she was lawfully married to Daniel B Naugle. the Deft above named. & that thereafter they lawfully lived together as husband & wife for a period of four years in Allegheny County Pa, following which they continued to live together as husband and wife in the County of Clearfield, up to the 18th day of July. 1926.

That on or about July 18. 1926, the said Daniel B Naugle. Deft. aforesaid. separated himself from said Plff. without reasonable cause and removed himself from the County of Penna. That since said time his whereabouts have been unknown and he was not heard from until around about Sept 25. 1926 when said Deft wrote a letter to his brother. bearing a post mark of Red Bluff. California but never corresponded with this Plff

That since July 12. 1926. the said Daniel B. Naugle being of sufficient ability has refused and neglected to contribute or to send to Plff any money or other property for her suitable maintenance

That from about May 1. 1909 the said Plff has maintained and now has her residence within County of Clearfield. Pa

That the said Daniel B Naugle Deft aforesaid now has property. real and personal within the jurisdiction of this Court, consisting of the following described property. to wit:

All that lot or piece of land. known as Lot 916 in the Oklahoma Addition, located in Sandy Twp. Clearfield County State of Pennsylvania bounded & described as follows, to wit:-

On the East by lot 917,
On the West by 13th St,
On the North by an alley and
On the South by Maple Street

said lot being 50 x 135 ft more or less and also

"All that lot or certain piece of land known as Lot 917 in the Oklahoma addition in Sandy Twp. Clearfield County. bounded and described as follows. to wit;-

On the North by an alley.

On the West by Lot 916. above mentioned
On the South by Maple Ave and
On the East by Lot 918.
said lot being 50 x 135 ft in dimension
The Plff is advised believes and therefore avers that the value of said real estate is about Two Thousand Dollars ($2.000) and upwards

Wherefore Plff. under and by virtue by the act of Assembly of May 23, 1907 P L. 227. and its supplements needing equitable relief prays;

That your Hon Court direct that service be made on the said Daniel B. Naugle. Deft. in conformity with the acts of Assembly in such case made and provided.

That your Hon. Court issue its writ of injunction preliminary until final hearing and perpetual thereafter prohibiting and restraining the said Daniel B. Naugle from conveying or encumbering aidy portion of said real estate or personal propeity to which the said Daniel B. Naugle has title within the County of Clearfield until the liability of the said Daniel B. Naugle. his support to the Plff & the manner of payment thereof are determined by decree of your Hon. Court.

That your Hon Court makes this decree. fixing the amount of money the Plff is entitled to from Deft Daniel B Naugle for past and future maintenance:

That your Hon. Court decree the seizure. sale or mortgage of the real estate hereinbefore described & of any other real estate belonging to the said Daniel B. Naugle and make such order for payment from the personal estate of the said Daniel B. Naugle as may be required to provide the necessary funds for such maintenance of Plff. shall be found to be entitled to. General relief L. D. McCall. atty for Plff

Decree:- And now. to wit this 7th day of Oct. A.D. 1926. upon Cause having been heard on bill and affidavit and upon motion of L. D. McCall Esq atty for Plff.

It is therefore ordered. adjudged and decreed. That a preliminary injunction issue enjoining the Deft. Daniel B Naugle for conveying or encumbering any portion of the real estate described in the Bill of Complaint to which the said Daniel B. Naugle has title within the County of Clearfield until the liability of the said Daniel B Naugle for support to the said Fanny M. Naugle and the manner of payment thereof are determined by decree of this Court.

This injunction to continue for five (5) days according to rule and the motion for its continuance thereafter will be heard by the Court on the twelfth day of Oct 1926 at 10 A.M.

By the Court A. R. Chase P J

Unless you have already done so. you are hereby notified and required within 15 days after service upon you of this Bill in Equity. to enter a written appearance to the term & number stated herein. in the office of the prothonotary of the Court of Common Pleas of Clearfield County Pa specifying therein a person and place within said County where papers. process. & notices may be served upon you. and within 30 days of such service you are required to make a full & complete answer. under oath to each and every averment of this bill. If you fail in either respect the bill may

Fanny N. Naugle vs Daniel B Naugle # 2 Dec T 1926

taken pro confesso and a decree made against you in your absence. L D McCall Atty for Pltff
Oct 7, 1926 Injunction issued to Shff Smith
Oct 15 1926 Petition filed by Atty McCall for a Continuance of preliminary injunction.
Oct 12 Oct 1926 The foregoing petition being read and considered and upon motion of L D McCall Atty for Pltff. It is ordered and decreed that the preliminary injunction heretofore granted be continued in full force and effect until final hearing be had thereon or such other order as to the Court shall seem proper. By the Court.
Now Nov 3, 1926, I make return of Nihil Habet as to the Defts. Daniel B. Naugle.
So Answers,
Percy E. Smith, Shff.

Nov 12-1926. 2 Copies Bill of Complaint & Decree Also Copy Ret for service without State and Order of Court. Certified to L. D. McCall atty,
Nov 8-1926 Petition for Service without State & Order Court filed.
Order Court: Nov 9-1926 It is Ordered Adjudged & Decreed That the Bill in Equity in this Case together with Notice to Appear & file Answer thereto, Shall be Served on the said Daniel B. Naugle by Merrill O. Ballard Sheriff of Tehama County State of California, or other Competent Officer to Make such Services, and A Copy of this Order Authorizing the Service, together with the Bill in Equity in this Case, Shall be served upon the said Daniel B. Naugle, and Service of this Process shall be returnable the 1st Monday of December 1926, By the Court A. R. Chase P. J.
Nov 22, 1926 Petition to amend Bill of Complaint filed
Now Nov 22. 1926 Rule issued to R. A Liddle to show cause why money due Daniel B Naugle should not be paid into Court. Ret Nov 29. 1926 By the Court A. R Chase P.J.
Nov 22. 1926 2 Copies certified to L D Mc Call atty Ret 11-24-26 returned
Nov 24-1926, Rule Issued to Sheriff.
Now Nov 26. 1926 Service on Claimant R. A Liddle by handing to an adult member of his family a true and attested copy of the original Rule & making Return unto her the Contents thereof. So Ans Percy E. Smith. Shff.
Dec 30-1926 Motion for dissolution of Injunction & Discontinuance filed
Order Court: Dec 31-1926, Petition read & Considered. It is Ordered: 1st That the Injunction herein issued be and the same hereby is dissolved.
2nd That the Rule heretofore issued in the above matter Against R. A. Liddle be, and the same hereby is discharged. By the Court. A. R. Chase P. J.

Contd from Page 44 James Brink vs Grace Tozer et al
No 3 Dec T. 1926

Nov. 25. 1929 Exceptions to decree Nisi filed
Nov. 25. 1929 Service accepted for James Brink by W. A. Hagerty, Carl A. Belin
Singleton Bell atty for James Brink
Now Jan 15. 1930 exceptions overruled decree confirmed absolutely so as to constitute the final decree and judgment to be entered thereon The Plaintiff and Defendant each to pay one-half of the costs as of record Exceptions noted and bill sealed to the Plaintiff and the Defendant. By the Court. A. R. Chase P. J.
Jan 31. 1930 Certiorari from Superior Court filed with Rule of Appellee to appear and plead on the Return day of this writ Returnable Fourth Monday of October. 1930
Feb 6. 1930 service accepted for Plaintiff by Singleton Bell of attys for Reff and Carl A Belin atty for plaintiff.
Feb 3. 1930 Notice to Court of appeal filed as follows under obedience to Rule No. 58 of the Superior Court the Defts in above action have taken an appeal to the Superior Court of Pennsylvania from the Judgment and decree entered by the Court of Common Pleas of Clearfield County sitting in Equity Arnold & Smith Attys for Defts Dated Feb. 3. 1930 served on the Court below. By the Court. A. R. Chase. P. J.

Now Oct 15 - 1930 discontinued and
settled,
Carl A. Belin
Atty for Plaintiff.

Nov. 6. 1930 Remittitur from Superior Court filed and Oct 27. 1930 Judgment of Non Pros by Superior Court.

December Term 1926

W. A Hagerty
Singleton
Bell & Bell &

James Brink

Oct 25, 1926 Bill in Equity filed
6 Copies certified to Sheriff
To the Hon. A. R. Chase, Pres. Judge
of said Court:

Oct 25

3

The Plff James Brink Complains
Your Orator is and for many years
has been a resident of Chest Twp.
Clearfield County, Pa

Hartswick
owned &
Platt - off attys

Grace Tozer &
Gilbert Tozer,
Executors of
G. P. Tozer
Deceased

G. P. Tozer in his lifetime was a
resident of the Boro. of Newburg. Pa
and so living died on Oct 21. 1925.
testate, and by his last will and
testament constituted Grace Tozer
and Gilbert Tozer, his executors
who duly qualified as such,

Prior to March 14. 1923 your Orator
and G. P. Tozer discussed and agreed
upon purchasing and operating certain
timber owned by the McCord Estate

Pursuant thereto G. P. Tozer caused to
be prepared an agreement for the sale
of said timber by the McCord estate
to your Orator, which agreement was
dated March 14. 1923 a copy of which is
hereto attached and marked exhibit "A".

On March 15. 1923 your Orator
completed the purchase of said timber
from the McCord Estate and paid
to the said estate the sum of two
thousand ($2.000.00) Dollars, One Thousand
($1.000.00) dollars which had been
given to him by G. P. Tozer as his
share of the purchase money.

On or about March 15. 1923 your
Orator and G. P. Tozer made a verbal
agreement by which said timber, so
bought by them in equal shares, for
the purpose of operating, should be
operated by them with equal authority
they each to have power to sell timber
and receive the proceeds thereof and
generally to do whatever would promote
the interests of the partnership

At or about the same time it was
further orally agreed by your Orator and
G. P. Tozer that G. P. Tozer should cut
stock and saw the logs which were
to be cut from the timber so purchased
and would pile the sawed lumber;
the said Tozer to be paid by the
partnership $12.00 per thousand feet
board measure

In pursuance of these agreements work
was begun on this job about May 10. 1923
and was substantially finished on Dec. 1924.
when a small amount of lumber yet remained

1/
10-29-29

	Pro By atty Ck/3898	2.50	
	" 6 Copies Certe	3.00	
	Sheriff Smith	5.20	
	Pro	.50	
	"	.50	
12-29-26	"	.50	
	"	15.0	
	Pro.	.50	
10-11	Peff's Bill Ck/3898	74.28	
	M. L. Silverblatt Master fee Ck 3897	100.00	
	Pro	1.00	
		$ 188.48	
	Pro	.60	
		1.50	
		.50	
		191.08	
1-15-30	Pro	3.00	
St Earned	" Dis	1.00	
		195.08	

9
10-4-30
St Int Inv

Oct 14-1930 Received of
Arnold & Smith Check for costs
Atty 2.50; Sheriff Smith 5.20;
M. L. Silverblatt, 100.00; Peff's Bill
74.28; Pro $13.10; Total Rec'd
$195.08.

Geo. W. Ralston, Pro.

Atty		3.00
Pro. Sup Court	Now pros fee	3.00

and some accounts were yet to be collected

That the existence of the partnership was always recognized by G.P. Tozer in his lifetime and has never been closed

Wherefore your Orator needs equitable relief.

That your Hon. Court shall decree that a partnership existed between your Orator and G.P. Tozer in the ownership and operation in equal portions of the timber bought from the McCord estate under the agreement dated March 14, 1923

That an account be had to determine the actual profits of the said partnership and the state of the account between the said partnership and G.P. Tozer and between said partnership and your Orator.

That said account include all moneys received for lumber or other property of the partnership sold after the death of G.P. Tozer and all moneys received after the said death for sales previously made.

That such other and further equitable relief as your Honorable Court find just and proper

That your orator be awarded his costs in this proceeding

W.A. Hagerty and Singleton Bell, Solicitors for Plff

Oct 27-1926 Service accepted on within Bill, by Copy. Hartswick, Arnold & Platt, attys for Defts.

Nov 9-1926 By paper filed. Hartswick Arnold & Platt attys enter their appearance for the Defendants.

Dec 27-1926 Answer of defendants filed and Dec 28-1926. Service of within Bill accepted by Copy by Bell Boulton & Forsyth. Peff's attys

Now, January 13th, 1927 on motion of W.A. Hagerty and Singleton Bell, attorneys for the plaintiff with consent of John C. Arnold attorney for defendant, Morris Silverblatt was appointed master to take the testimony in the above stated case and make report thereof to the Court.

By the Court, A.R. Chase, P.J.

Aug 5. 1929 Masters Report filed

Aug 5. 1929 Exceptions filed to Masters Report

Oct. 24, 1929, Opinion and Decree filed.

Now Oct. 25, 1929, the exceptions by the Defendants to the Masters Report in the above matter are hereby dismissed and the finding of the Master that James Brink in the settlement of the account between himself and G.P. Tozer Estate is entitled to $1826.00 and costs, with interest from October 1st. 1925, is affirmed.

It is further ordered and directed that the Defendants pay the Costs of this proceedings. Exceptions noted and bill sealed to the Defendants. By the Court. A.R. Chase P.J.

Nov. 18, 1929 Decree filed.

And now to wit, November 18, 1929, this cause came on to be heard after October Argument Court and was argued by Counsel for both the plaintiff and Defendants and upon consideration thereof, it is ordered, adjudged and decreed as fol: It is ordered and decreed that judgment be entered in favor of James Brink, the Plaintiff and aginst Grace Tozer and Gilbert Tozer, Executrix and Executor of the estate of G.P. Tozer, deceased, in the sum of $1826.00 and costs with interest from Oct. 1, 1925, and it is further ordered that the defendants above named, are to pay to the Plaintiff his costs to be taxed by said Court, said decree Nisi absolutely unless exceptions within time provided by law.

By the Court A.R. Chase P.J.

Judgment for Peff. $1826.00

Int from Oct. 1, 1925

Geo. W. Ralston Pro.

Nov. 18. 1929 Service accepted by Arnold and Smith attys for Defts.

Contd on Page 45

December Term 1926

Appearance withdrawn

Albert Rarey

Oct. 26, 1926

4

Clearfield Millwork & Lumber Co, a corp., Plaintiff.

vs.

A. G. Tyson, Washington Hall, Vance Henry and Albert Harris, Defendants

Pro. by Atty	2.50	
Shff. Smith	5.80	
Dec	50	
"	50	
Feb-11-1927	"	2.50
	"	50

Costs paid on Fi Fa 72 Dec 27

October 26, 1926, Bill in Equity filed.

To the Honorable A. R. Shaw, President Judge:

The Clearfield Millwork & Lumber Company, a corporation, the plaintiff above named, complain & say:

(1) That the Clearfield Millwork & Lumber Company is a corporation organized and existing under the laws of the state of Pennsylvania, with its principal office and place of business in the Borough of Clearfield, County of Clearfield, State of Pennsylvania.

(2) That St. Johns Missionary Baptist Church is an unincorporated association with its property located in the Borough of Clearfield, County of Clearfield, State of Pennsylvania, also having its headquarters in the aforementioned town, county and state.

(3) That in the years 1924-1925, all the defendants above named were members of the St. Johns Missionary Baptist Church and were acting as Trustees for the aforementioned society, all as part of the said time.

(4) St. Johns Missionary Baptist Church has a large number of persons who are affiliated with it, and it is impractical to join them by name as defendants herein. Said members have like interests with A. G. Tyson, Washington Hall, Vance Henry and Albert Harris named herein as defendants.

(5) On October 11, 1924 and various other times the Trustees of the St. Johns Missionary Baptist Church ordered lumber and various building supplies from the plaintiff herein.

(6) That the total amount of lumber and building supplies ordered amounted to Two Hundred Thirty one dollars sixty four cents ($231.64), a complete copy thereof so ordered by said Trustees being attached to this bill marked exhibit "A" and made a part hereof.

That said Trustees were authorized by the members of the St. Johns Missionary Baptist Church to buy the supplies which were delivered and used by the said society.

Wherefore, the Clearfield Millwork and Lumber Company requires relief and the aid of a Court of Equity in which behalf it prays as follows:

(a) That judgment be given in its favor and gainst the defendants named, representing themselves and all others having a like interest in the sum of One Hundred forty one dollars sixty four cents ($141.64) with interest from December 1, 1924 to the date of such judgment.

(continued to Page 49)

(continued from Page 48)

(b) That a decree be entered requiring the payment of such judgment out of the Treasury fund of the St. John's Missionary Baptist Church of Clearfield, Clearfield County, Pennsylvania, now in hand or that will hereafter be accumulated.

(c) That the Court make such other and further order as may be appropriate in the premises and as may effectuate substantial justice between the parties.

Clearfield Millwork & Lumber Company
By. R.D. Hyde, Treas.

To the Defendant herein named:

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated thereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said County, where papers, process and notice may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect the bill may be taken pro confesso and a decree made against you in your absence.

A. M. Liveright
Atty for Plff.

Now, Nov. 1, 1926, served personally on the Defts. A. G. Tyson, Washington Hall, Vance Henry and Albert Harris by handing to each of them a true and attested copy of the original letting in Equity and making known unto each the contents thereof.

Ls Answers, Percy E. Smith
Shff.

Jan 11, 1927 Order for decree pro Confesso filed

Now. Jan 10 1927, on motion of Counsel for Plff. after due proof of personal service upon the defendants above named no answer having been filed by any of the defendants and no appearance having been entered by any of the defendants, it is ordered that the Bill in Equity in this Case be taken pro Confesso; and Counsel for the plaintiff is directed to draw up form of final decree and to submit it to the Court for Consideration and for disposition and entry of such final decree, if it meets with the approval of the Court.

By the Court, A. V. Chase P.J.

Feb. 11, 1927, Final Decree filed.

Now. Feb. 11th 1927, a decree pro confesso having been entered in this case as to all the defendants for want of an appearance and affidavit of defence the following final decree is entered:

Now Feb. 11th it is ordered & directed that judgment be entered in favor of Clearfield Millwork & Lumber Company, a Corporation, against A. G. Tyson, Washington Hall, Vance Henry and Albert Harris, representing themselves and all others having a like interest in the St. John Missionary Baptist Church and also against St. John Missionary Baptist Church, in the sum of One hundred forty-one dollars sixty-four cents ($141.64), with interest thereon from December 1, 1924.

It is further ordered, decreed and directed that the judgment herein given be paid out of the Treasury fund of St. John Missionary Baptist Church now in hand or hereafter to be accumulated.

It is further ordered and directed that the defendants

(Continued on Page 64)

December Term 1926

Hartzwick. Arnold + Platt	C. J. Bloom and J. A. Hipps Surviving partners of Bloom + Hipps Market	Nov. 8. 1926 Bill in Equity filed. 3 Copies Certified To the Honorable A. R. Chase, President Judge of said Court; Your Orators Complain and say:- That on the sixth day of March
Nov. 8	5	1923 there was organized a Common law partnership known as the Bloom and Hipps Market, engaged in
H. A. Murray	Nellie D. Hayes + Katharine D. Evans, Administratrix of Fred J. Dyer deceased	the mercantile business in the Borough of Curwensville, Clearfield County. Pa
		That said partnership was formed under a written article of agreement dated the sixth day of March 1923, a true and correct copy of said partnership agreement so executed by the patners, to-wit; C. J. Bloom, Joseph A Hipps and Fred J. Dyer. is annexed hereto and made a part hereof and marked Exhibit "A"
	Pro By atty ck/3349 2.50	That said partnership agreement
	" 1.50	provides that each partner shall
4-26-27	Pro .50	subscribe the sum of Fifteen
	" .60	Hundred ($1500.00) Dollars.
	" 1.50	That said partnership agreement
	" 1.50	provides, inter alia, as follows:
	" .50	"That in Case of the death or
	" .60	retirement of any member of this
	" 1.50	partnership his interest in the
	" .50	business shall automatically be
	" 1.00	eliminated, and that the retired or
	" Dis 1.00	deceased partner his heirs or assigns,
	13.30	shall receive for said interest such
8/14/26	W. Albert Ramey ck/3350 250.00	amount as he has actually invested
	"	and under no condition shall he
		or his representatives receive any con-
		sideration for good will, patronage
Aug 17, 1928 Recd of J. C Arnold		et etera"
Atty Costs atty 2.50 Pro 10.80		"That an inventory shall be
W. Albert Ramey $250.00		taken and an audit made of the
Total Recd $263.30		books, on above partnership, every
		three (3) months, at which time the
Aug. 18, 1928, Received of Geo. W. Koerner, Prothonotary, sum of $250.00 being Liquidators Fees. W. Albert Ramey		profits, if there be any, shall be divided in the form of dividends Checks, unless by Consent of all the partners these profits shall be turned into the business as additional Capital for expension. In Case these profits shall be used for additional Capital they shall be carried on the Books of the partnership as a surplus fund accandative, and cannot be withdrawn except by the mutual Consent of all the partners.

That Fred J Dyer, one of the partners aforesaid, died testate on the 27th day of January 1926 and was at the time of his death a resident of Clearfield County and that Nellie D. Hayes and Katharine D. Evans, respondents herein, took out Letters of Administration on said Estate, and are qualified and acting as said administratrixes.

That at the time of the death of the said Fred J Dyer the said partnership business had built up a surplus, and at the time of the death of the said Fred J. Dyer the said Fred J. Dyer had received from the said partnership on account of his partnership interest, the sum of 765.44 the same being received by the said Fred J. Dyer in the form of groceries and other merchandise

That the partnership, aforesaid, is a common law partnership and that your Orators are in need of equitable relief

Wherefore your Orators pray:-

That this Court appoint a Liquidator for the purpose of winding up said partnership and determing the value of the interest of the respondents as Administratrixes of Fred J. Dyer in said partnership according to the terms of said partnership agreement.

That this Court decree an accounting between your Orators, surviving partners of said partnership, and the respondents, Administratrixes of the deceased partner, Fred J. Dyer.

Such further and equitable relief as the Complainants may be entitled Hartswick Arnold & Glatt

Solicitors for Plff.

Nov 8. 1926 Copy of agreement filed

To the Defendants within named

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna, specifying therein a person and place, within said County, where process and notices may be served upon you; and within thirty days after such service you are required to make a full and Complete answer, under oath, to each and every averment of this bill, If you fail in either respect, the bill may be taken pro Confesso and a decree made against you in your absence Hartswick Arnold & Glatt

attys for Plff

Nov. 10. 1926

Nov. 10. 1926 Service accepted by Copies and Prothonotary to enter appearance for Defts. Hazard A. Murray, atty for Defts.

April 26-1927 Respondents Answer filed; Apr 26-1927 Service accepted by Copy by Arnold & Glatt Plff attys

Dec 9 1927 Argd Lieb

Jan 21. 1928 Decree filed. This issue is before the Court on a Bill in Equity seeking that a liquidator be appointed for the purpose of winding up the partnership of the Plff. in which Fred J. Dyer, deceased, under articles of partnership, was a member. Other relief is prayed for in said Bill. Answer was filed to the same and testimony was heard. It appears from the testimony in the Cause that Equity has jurisdiction and that the conditions are such that a liquidator should be appointed. Therefore,

Now, Jan 21. 1928. the Court does decree as follows:-

1) That the Court hereby appoints W. Albert Ramey, Esq. as the

Contd on Page 142

December Term 1926

Bell + Brockbank (224 E Weber ave DuBois Pa)

Nov 18

E. S. Boose ✓
Chas J. Margiotti ✓
W. A. Gillespie ✓

Amelia McNutt
C. E. Knarr
Luella Smith
Mary Weber
Mina Weber
Cyrus Keller
Willis Keller
Samuel Keller
Frances Keller
Emanuel Keller +
Ella Miller

6

Avery Keller + Mary A Rhodes

Pro By atty (Ck by cl 3348) 2.50
" 6 copies 3.00
Shff. Smith 18.80
1-3-27 Pro .50
" .50
" .60
" 1.50
" .60
" 1.50
" .60
" 1.50
" .50
" .50
S/ 2-2-28 32.60
2/7/28 Defts Bill 51.50

Feb 21. 1928 Recd of Luella Smith, Pff
Costs:- Shff Smith 18.80 Atty 2.50
Pro 11.30 Total Recd 32.60
Geo W. Ralston Pro

Aug 16-1928. Recd Ck of Mrs Luella Smith to cover Defts Writ Bill, in the sum of $44.98 This Ck was endorsed over to W. M. Gillespie atty, Punxsy. Pa. & Mailed to him together with the Defts Writ Bill, As per his direction on phone. Pff. having claimed an overcharge 4¢ per mile or $6.52 on the mil.
Geo W Ralston Pro
Per D & W Dept.

Aug 20-28 By paper filed Defts attys agree to accept $44.98 in full satisfaction of Defts Bill

Nov. 18. 1926 Bill in Equity filed 6 Copies Certified to Shff Smith.

To the Hon. A. R. Chase, Pres. Judge of said Court:-

Your Orators complain and say:

Catherine S. Kuntz for many years prior to Feb 22. 1926 lived in the City of DuBois, Clearfield Co Penna, and was the owner of a certain real estate therein situate a part thereof being bounded & described as follows:-

The First piece, is that piece of land which Emanuel Kuntz by his deed dated the 19th day of April 1882. and recorded in the office for the recording of deeds in and for Clearfield Co Penna, in Deed Book, Vol. 26. page 360. Conveyed unto Catherine S. Kuntz the present Grantor, and therein described as follows:-

Begnng. at a post on Long Street; thence South 33° east on said Long St. 72 ft to a post; thence N 66½° east 200 ft to a post; thence N 23½° W. 71½ ft to post thence South 66½° W. 211 ft to a post at said Long St and place of beginning. Since the conveyance of said Lot by the above recited deed there has been taken off the west side of the piece for public thoroughfare, a piece 16 ft in width on Long St (now Long Avenue) and extending back northerly the whole length of the Lot to Fir alley, but tapering to a width of but 5 ft on Fir Alley.

The Second piece, is that same piece of land is that piece in which Avey Keller and wife by their deed dated the 7th day of April. 1892. and duly recorded in the office of the aforesaid recording of deeds in Deed Book Volume 97 at page 105, granted and conveyed unto Catherine S. Kuntz, the present Grantor, and is in said deed described as follows:

Beginning, at a post at corner of lot now owned by said party of the second part on the east side of Long Street; thence along Long Street south east 60 ft to a post at Sparks Lot; thence along the Sparks Lot 150 ft to an alley; thence along said Alley 30½ ft. more or less to the lot of the party of the second aforesaid; thence along same 150 ft more or less to Long Street and place of beginning. Known on the plan of J. E. Long as Lot No 1. and the said Grantor doth hereby warrant generally the property hereby conveyed.

Catherine S. Kuntz died about noon on Feb. 22 1926, at her residence in the City of Du Bois, intestate and without issue, and without a surviving husband, leaving to survive her as her heirs-at-law, a brother Avey Keller, residing at Big Run Jefferson County, Penna, and two sisters, Mary A Rhodes, residing at Big Run Jefferson Co. Pa and Amelia McNutt residing at New Bethlehem, Clarion County, Penna. and also the Children of her deceased brother Isaac Keller, who are -- Cyrus Keller, Willis Keller, Samuel Keller, Frances Keller, Emanuel Keller, Ella Miller and Nettie Marshall: and the said Nettie Marshall has since died without issue; and also the Children of her deceased sister, Louisa Knarr, who are -- C. E. Knarr, Luella Smith, Mary Weber and Mina Weber.

The ownership of the real estate of the said Catherine S. Kuntz including the two adjoining pieces of land in the City of Du Bois Pa, hereinbefore described, upon the death of Catherine S. Kuntz became legally vested in her said brothers, sisters, nephews and nieces under the intestate laws of Penna.

On Feb. 10, 1926, Catherine S. Kuntz caused to be prepared a deed from herself to her brother Avey Keller and her sister Mary A Rhodes, dated Feb 10, 1926, and signed and acknowledged by Catherine S. Kuntz on Feb 10, 1926, which deed, by its terms purported to convey to each of said grantees an undivided one-fourth interest in the said two pieces of land hereinbefore described.

The said Deed was a voluntary Conveyance on the part of Catherine S. Kuntz, and was not made to consumate a sale of said property.

Upon the execution and acknowledgement of said deed the said Catherine S. Kuntz took the said deed from its place of execution to her residence in the City of Du Bois and kept the said deed in her possession with other papers belonging to her, until her death.

Catherine S. Kuntz died at her residence in the City of Du Bois Pa about Noon on Feb 22, 1926, and at the time of her death, the said deed was with her other papers in her exclusive possession and control.

That said deed was never delivered by Catherine S Kuntz to Avey Keller or Mary A Rhodes in the lifetime of Catherine S Kuntz but remained in the possession, control and dominion of Catherine S Kuntz, until her death.

Immediately following the death of Catherine S. Kuntz, her relatives, including her brother Avey Keller were informed of her death and came to her residence, and said Avey Keller there learned of the existance of the deed.

The said deed was, by some person, taken from the residence of Catherine S. Kuntz and was brought to Clearfield and left with the Recorder of Deeds of Clearfield County for recording at five O'Clock, P. M. on Feb 23, 1926.

Wherefore your orators need equitable relief as follows

1st That a decree of your Honorable Court be made, declaring the said deed, dated Feb 10, 1926, and recorded in Deed Book 277, at Page 447, to be void.

2nd That a decree be made requiring the said deed to be delivered up and its invalidity endorsed upon the face of said deed.

That a decree be made by your Honorable Court directing

Contd on Next Page

6. Dec Term 1926 Amelia McNutt vs Avey Keller et al

Recorder of Deeds to place upon the record of said deed the judicial finding that said deed is invalid and void.

4th That the said Avey Keller and Mary A Rhodes, be enjoined from conveying or encumbering the said premises or in any wise hampering or affecting the title of your orators thereto.

5th Such other and further relief as your Honorable Court shall find just and proper.

6th That your orators be awarded their costs by them expended in this proceeding.

Singleton Bell & L R Brockbank. Solicitors for Plff

To Avey Keller & Mary A Rhodes, within named Defts;

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Pa sitting in equity, and to file your answer within 30 days to the within Bill of Complaint of the within named, Amelia McNutt, C E Knarr, Lurella Smith, Mary Weber, Mina Weber, Cyrus Keller, Willis Keller, Samuel Keller, Frances Keller, Emmet Keller, and Ella Miller & to observe what the said Court shall direct.

You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotarys office within 15 Days, or by not filing your answer within 30 days you will be liable to have the Bill taken pro Confesso, and a decree made against you in your absence.

Witness, our hands at Clearfield Pa this 9th day of Nov. A.D. 1926. Bell & Brockbank attys for Plffs

Dec 6, 1926, Petition and Order filed.

Now, December 6, 1926 appearing to the Court from the Bill filed December 18, 1926 and Affidavit thereto that the subject of this action is real estate within the County of Clearfield and the jurisdiction of this Court and that the Defendant resides out of the jurisdiction, namely Jefferson County, Pennsylvania.

It is ordered and directed that the Bill filed in the above entitled case, together with the rules requiring the entry of an appearance and the filing of an Answer, be served on Avey Keller and Mary A. Rhodes by the Sheriff of Clearfield County, or his duly authorized Deputy, wherever they may be found.

It is further ordered and directed that compliance with the requirements of said rule be made by entering an appearance within fifteen days and filing an answer within thirty days after service as above directed.

It is further ordered and directed that a copy of this order be served on each of the said Avey Keller and Mary A. Rhodes.

By the Court,
A. R. Chase, P.J.

Now, Dec. 23, 1926, service on the Defts. Avey Keller and Mary A. Rhodes by handing to an adult member of each of their family six true and attested copies of the original Bill in Equity with Bill of Complaint together with two copies of the within order of Court & making known unto her the contents thereof.
So answers, Percy E Smith, Sheff.

Continued (Page 55)

Continued from page 54

Jan 3-1927 By paper filed. E. G. Boose, Chas J. Margiotti & W. L. Gillespie. enter their appearance for defendants.
Jan 18. 1927 Defts answer filed with service accepted of within answer by copy on Jan 17. 1927 By Bell & Brockbank attys for Plff.
May 11. 1927 On Argt List
July 16. 1927 Notice of filing Testimony filed
July 15 1927 Testimony filed
Oct 7. 1927 Defts requests for Findings of Fact and Law filed
Oct 4. 1927 service accepted for Plff by Singleton Bell of Plff Attys
Jan 28. 1928 Opinion and Decree filed
Now. Jan 27. 1928. on the motion to dismiss the Bill the said Bill of Complaint is dismissed at the Costs of the Complainants. Exceptions noted bill sealed to the Complainants. By the Court. A R Chase P J
Supplemental Order:- And Now. Feb 2-1928. upon Consideration of the foregoing Case and of the Opinion and Decree filed Jan 27. 1928. It is ordered. adjudged and decreed that the same be held and taken to be a Decree ni si under Equity Rule No. 67. and the Prothonotary is hereby directed to enter the same and to give notice to the parties or their Counsel of record. and if no exceptions are filed within ten days after such notice all objections shall be deemed to have been waived and the decree ni si shall be entered as the final decree by the Prothonotary as of Course. By the Court A. R Chase P J
Feb 2. 1928 above order certified to Attys
February 2. 1928 Decree Ni Si
Geo. W. Ralston Pro.

December Term 1926

Hartswick Arnold & Tate

H. Shakespeare, Moses Shakespeare, Benjamin Shakespeare, Co-partners trading as H. Shakespeare & Sons

November 30, 1926, Bill in Equity filed. Three (3) copies certified to Sheriff Smith. To the Honorable A. R. Chase, President Judge of said Court.

Your Orators complain and say;

1st Your orators, to-wit; H. Shakespeare, Moses Shakespeare, and Benjamin Shakespeare, are partners trading as H. Shakespeare & Sons, and as such partners and partnership, own a certain tract of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows;

All that certain piece, parcel or tract of land lying, being and situate in the third Ward of the City of DuBois, County of Clearfield, and State of Pennsylvania, bounded and described as follows,

Beginning at an iron pipe corner, said corner being south 82 degrees 8½ minutes west one hundred forty six (146) feet from the intersection of the south line of land formerly of the A. R. VanTassell Tanning Company and the west line of DuBois Street; thence parallel to and six feet northerly, at right angles from the center line of a siding connecting the Buffalo Rochester & Pittsburgh Railway, and the Low Grade Division of the Pennsylvania Railroad, south 82 degrees 8½ minutes west, two hundred eighty-one and three tenth (281.3) feet to an iron pipe corner; thence by land of the grantor of which this is a part, north 15 degrees 35½ minutes east one hundred twenty nine and seven tenths (129.7) feet to an iron pipe corner; thence by land of the grantor south 75 degrees 20½ minutes east, two hundred fifty seven and eight tenths (257.8) feet to an iron pipe corner, and thence still by land of the grantor south 14 degrees 21½ minutes west twenty-one and ninety-five one hundredths (21.95) feet to the place of beginning. Containing forty-five one hundredths (45) acres, more or less.

2nd; That said property became vested in H. Shakespeare, Moses Shakespeare, Benjamin Shakespeare and Isaac Shakespeare, trading as H. Shakespeare & Sons by deed of M. J. McCreight and wife, dated 28th day of December 1925, recorded in the office of the Recorder of Deeds of Clearfield County, in Deed Book No. 279 page 128; and the said Isaac Shakespeare did convey all his right, title and interest in said piece of land to the said H. Shakespeare, Moses Shakespeare, Benjamin Shakespeare, trading as H. Shakespeare & Sons, by deed dated ____ day of ____ 19__ recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book No. ____ page ____. That the said deed from M. J. McCreight and wife to the said partnership, had attached thereto a draft or plot of the property conveyed

Nov. 30, 1926 — 1

Frank Hutton — John A. Kohlhepp — DuBois Pa.

Bell & Brockbank

Pro. by Atty 11/30/26 2.50 (Oddy Rock 3110)
Pro. Dej. 1.75
" 3 cert. copies 1.50
" Bond .50
Shff Smith 11.10
Pro .50
Deff Wit Bill 49.44
Deff Wit Bill (Oddy Rock 3110) 14.96
Pro. .50
8 3.25

5

Nov July 14-1927. Rec'd of Deff Costs Stated @ $3.25
Geo W. Ralston, Pro.

a copy of which said draft is recorded with said deed. That each of said deeds, together with the plat or map thereto attached, and the record thereof, is incorporated herein by reference.

3rd; That John A. Kohlhepp, defendant, occupies and is in possession of a tract of land South of the property owned by your Orators, and so has since the _____ day of _____

4th; That for more than twenty one years prior to the date when John A. Kohlhepp occupied and had possession of the premises South of the premises of your Orators, there was a side track of standard gauge of the Buffalo, Rochester & Pittsburgh Railway Company which extended along the Southern boundary of the property of your Orators.

5th; That for more than six years prior to the doing of the acts herein complained of, and for more than six years prior to the date of the said possession by John A. Kohlhepp (hereinbefore referred to) there was a thoroughfare and roadway existing approximately parallel to the Buffalo, Rochester & Pittsburgh Railway Co., siding, on the south side thereof, and extending from DuBois Street westerly along & south of the said siding particularly the western boundary of the property of your Orators, from which said thoroughfare and roadway the premises now occupied by your Orators could be reached.

Wherefore your Orators need equitable relief & pray;

1st; That a mandatory injunction issue, preliminary now, to be made perpetual on hearing had, requiring the said John A. Kohlhepp to restore the status quo, as it was prior to the 7th day of November 1926, of the thoroughfare and roadway, located immediately south of and parallel with the Buffalo, Rochester & Pittsburgh Railway Co., siding, and extending from DuBois Street in the City of DuBois, in a westerly direction to the western boundary of the lands of your Orators, by removing therefrom the barricks erected or caused to be erected by the said John A. Kohlhepp.

2nd; That a mandatory injunction, issue preliminary now, to be made perpetual on hearing had, requiring the said John A. Kohlhepp to move all barriers and obstructions placed, or caused to be placed by him on the thoroughfare and roadway aforesaid.

3rd; That an injunction issue, preliminary now, to be perpetual on hearing had, enjoining and restraining John A. Kohlhepp, his agents, servants and employees from in any wise obstructing said thoroughfare and roadway, now or formerly known as Commerce Avenue in the City of DuBois, formerly the Borough of DuBois, from the point where said roadway, known as Commerce Avenue, intersects with DuBois Street, and westerly therefrom to the western line of the premises of your Orators.

4th; Your Orators have such other and further equitable relief as the nature of this case may require.

5th; That your Orators be awarded the costs of this proceeding.

Hartswick, Arnold & Platt
Attorneys for Complainants

To The Defendants within named;

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated

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(Continued from page 57)

hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said County, where said papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect the bill may be taken pro confesso and a decree made against you in your absence.

Hartswick, Arnold & Platt
Attorneys for Plaintiff

Decree:— And now, November 30, 1926, after due consideration of the Bill in Equity and Injunction Affidavits, filed therewith, and the Court being satisfied that immediate and irreparable loss or damage will result to the Plaintiff before this matter can be heard on notice; — a preliminary mandatory injunction is hereby granted, requiring the said John A. Kohlhepp:—

First: To restore the status quo, as it was prior to the 7th day of November, 1926, of the thoroughfare and roadway, located immediately south of and parallel with the Buffalo, Rochester & Pittsburgh Railway Co., siding, and extending from DuBois Street in the City of DuBois, in a westerly direction to the western boundary of the lands of your Oratals, by removing therefrom the barriers erected or caused to be erected by the said John A. Kohlhepp. Said removal to be made on or before December 3rd, 1926.

Second: That a mandatory preliminary injunction issue requiring the said John A. Kohlhepp to remove all barriers and obstructions placed or caused to be placed by him on the thoroughfare and roadway aforesaid. Said removal to be made on or before December 3rd, 1926.

Third: That an injunction issue restraining and enjoining the said John A. Kohlhepp, his agents, servants and employees from in any wise obstructing said thoroughfare and roadway, now or formerly known as Commerce Avenue in the City of DuBois, formerly the Borough of DuBois, from the point where said roadway intersects with DuBois Street, and westerly therefrom to the western line of the premises of your orators, Shakespeare & Sons.

Fourth: Plaintiff to furnish and file injunction bond in the sum of One Hundred ($100.00) Dollars with surety to be approved by this Court.

This Injunction is to be dissolved unless motion is made to continue the same on the 11 day of December, 1926, at 10 A. M.

By the Court,
A. B. Chase, P. J.

November 30, 1926, 2 C. O. Platt filed Injunction Affidavit of Sam Saptan and

November 30, 1926. Injunction Issued.

Nov. November 30, 1926, Served the within writ of Injunction upon John A. Kohlhepp by handing to him personally a true and attested copy of the original Injunction together with three Plaintiffs Bills in Equity and

(Continued on Page 59)

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making known unto him the Contents thereof. Ou the 30th day of November 1926.

So Answers,
Percy E. Smith, Sheriff

Dec 6. 1926 By paper filed Frank Hatton, Bell & Brockbank attys enter their appearance for Defts

Jan 3. 1927 Hearing held on Injunction

May 14. 1927 Defts Answer filed with service accepted by Copy by May 16. 1927 by Arnold & Platt, attys for Plff.

And now, June 28th, 1927, this case coming on to final hearing, it is agreed between the parties that the Court shall enter final decree, as follows;-

First; That the preliminary Injunction heretofare issued be made permanent, the limits of said Injunction, as set forth in succeeding paragraph.

Second: That John A. Kohlhepp, his agents, servants and employees be and are hereby perpetually enjoined from in any wise barring, obstructing or interfering with the use as a public throughfare, road way and street, of all of that land formerly or now known as Commerce Avenue, lying North of a line parallel with the center line of the said track of the Buffalo, Rochester & Pittsburgh Railway Company, which said line is forty one feet eight inches South of said center line of said Railway sidings.

Third: That the defendant, John A. Kohlepp, pay the costs of this proceeding.

By the Court,
E. R. Chase, P.J.

We agree that the Court shall enter the above decree as the final decree in this case.

H. Shakespeare & Sons.
By. M. Shakespeare
John A. Kohlhepp
Arnold & Platt
Attorneys for Plaintiff.
Bell, Boulton & Forsyth
Attorneys for Defendant.

December Term 1926

A. M. Liveright & Frank H. Smith	Russian Arthodax Greek Catholic Church of Osceola Mills, Clearfield County, Pennsylvania, a corporation and Joseph Danks, Sr., George Baytim, Sr., Michael Kukark, Andy Mandel.		December 1st, 1926, Bill in Equity filed. Ten (10) Copies Certified to Sheriff Smith. To the Honorable A. R. Chase, President Judge of said Court: Your orators complain and say: 1: That the plaintiff, The Russian Arthodax Greek Catholic Church of Osceola Mills, Pennsylvania is a corporation, in the Borough of Osceola Mills, Clearfield County, Pennsylvania; Joseph Danks, Sr., George Baytim, Sr., Michael Kukark, Michael Buckeye, Steve Guyak and Andy Mandel, are individuals residing in the Borough of Osceola Mills, Clearfield County, Pennsylvania and near by and all are members of the congregation of the Russian Arthodax Greek Catholic Church of Osceola Mills, Pennsylvania, and that they were at a duly constituted meeting of the congregation of said church, held on the 18th day of January A. D. 1926, duly elected Trustees for said congregation and that this Bill in Equity is filed by them, jointly with said church, as such Trustees, and for and in behalf of said congregation, and not in their individual capacity.
Dec. 1st, 1926			2: That the orator, Russian Arthodax Greek Catholic Church of Osceola Mills, Pennsylvania, is a corporation of the State of Pennsylvania, duly approved by the Court of Common Pleas of Clearfield County, Pennsylvania, on the 16th day of October, 1925, its charter being of record in the Recorder's Office for said County in Corporation Docket No. 23, Page 310.
	Rt. Rev. Bishop Evdokiem (Vladamir W. Banimistrow, Valerian E. Greaves, East 94th Street, New York City.) (V. Rev. Peter Kopoff V. Rev. Alexander Kukulipsky. (Laurence D. Ponschine. (V. Rev. Lenaid Turkevich General Board of Trustees of the Russian Arthodax Greek Catholic Church, Merrill E. Gates, Jr., Receiver of the Trust Estate of the Archbishop and Consistory of the Russian Arthodox Greek Catholic Church, 36 W. 44th Street, New York City, Rt. Rev. John S. Kedrovsky.		3: That the situs of the said Corporation is in the borough of Osceola Mills, Clearfield County, Pennsylvania. 4: That the defendant, Rt. Rev. Bishop Evdokiem, is or was, the ruling Archbishop of the Russian Arthodax Greek Catholic Church of the Diocese of North America; and that to the best information of the plaintiffs resided in the City of New York, and State of New York, but now is in the City of Moscow, Country of Russia. 5: That the defendants, Vladamir W. Banimistrow, Valerian E. Greaves, V. Rev. Alexander Kukulifsky, V. Rev. Peter Popoff, Laurence D. Panschibeand, V. Rev. Lenaid Turkevich, are individuals and are also called General Board of Trustees for the Russian Arthodax Greek Catholic Church. That their residences are not known to plaintiffs but the office of said board in charge of Valerian E. Greaves, one of said board, is or was at 150 Broadway c/o Marvin & Pleasants, Attorneys at Law, New York City, New York. 6: That the defendant, Merrill E. Gates, Jr., is an individual appointed by the Supreme Court of New York at Special Terms
Pro.	2.50		
"	5.00		
Sheff Smith	5.86		
Pro.	.50		
Sheff Smith	3.36		
Pro	.50		
	.50		
	.50		
"	.50		
4-15-27 "	2.50		
	.50		
	22.72		
W. J. Curley deed 32 Ck 3040.	5.00		
	27.72		
April 19-1927 Rec'd of Sheff costs			
Sheff Smith 9.22 Pro 13.50 and			
W. J. Curley 5.00 total rec'd	$27.72		
Geo. W. Ralston Pro			

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Part one, No. 25745-1918, as receiver of the property of the Archbishop and Consistory of the Russian Orthodox Greek Catholic Church, and his office is situated at 36 West 44th Street, in the city of New York, and State of New York.

7: That the Russian Orthodox Greek Catholic Church of Asceola Mills, Pennsylvania was formed for the purpose of the worship of Almighty God, according to the faith, doctrine, discipline and usages of the Russian Orthodox Greek Catholic Church; that its business is transacted through the instrumentality of Trustees.

8: That the congregation of Russian Orthodox Greek Catholic Church of Asceola Mills, Clearfield County, Pennsylvania, situated in borough of Asceola Mills aforesaid, for whom your Orators are the Trustees, are the beneficial and real owners of two pieces or parcels of real estate.

The First Thereof: Located in West Asceola, Decatur Township, Clearfield County, Pennsylvania, described and identified as follows:

Beginning at a post at the intersection of Curtin and Spruce Streets, thence along said Curtain Street North 70 degrees 45 minutes, West 680 feet to Third Avenue; thence along said Avenue North 11 degrees 15 minutes East 226 feet to Roman Catholic Cemetery; thence South 87 degrees East 74 feet, and North 53 degrees East 292 feet to Spruce Street, & thence along said Spruce Street, South 37 degrees East 585 feet to the place of beginning.

Being the same premises which Kittanning Coal Company by deed dated May 20, 1890, recorded in Clearfield County in Deed Book 5E page 78, conveyed to the Greek Catholic Church of Asceola Mills, Pennsylvania, John Kohut, Mike Franlik, Josef Markanic, Mike Kopcike, Andra Kandrac, George Banna, Mike Francisco, Mike Bucay, members of said society; and the same premises which Michael Faulick, Andrew Hawrylak, Joseph Danko, Michael Gerachak, Andrew Pastchaty, Wasily Lavondisk and Ignaty Sidorink, members of the Greek Catholic Church of Asceola Mills, Pennsylvania, by deed dated October 7, 1914, and recorded in Clearfield County in Deed Book 204, Page 314, conveyed to his Grace Most Rev. Archbishop Evdokim.

The Second Thereof: Located in the Borough of Asceola Mills, Clearfield County, Pennsylvania, described and identified as follows: Known as lot No. 429 on Moshannon Land & Lumber Company's plan of said Borough. Fronting on Curtin Street 50 feet and extending along French Street 150 ft. to Mayes Alley; thence along Mayes Alley 50 ft. to lot No. 429; thence along lot No. 429 to Curtin Street 150 ft. Being the same premises which Lewis Fulton, et-al., Lloyd S. Albert, Agustus W. and Aline Fareyo, F. Bessie, Gertrude and John Galbraith, conveyed to his Grace Most Reverend Archbishop Evdokim, by deed dated November 27, 1914, and recorded in Clearfield County in Deed Book 207, Page 226.

9: Your Orators further aver and declare that they are, by virtue of the premises herein narrated, in need of equitable relief. They, therefore, pray your Honorable Court to enter a decree as follows:

(a) For the appointment of a Trustee to make conveyance of the legal title to said real estate.

(b) That said Trustee be ordered and directed to make conveyance of the legal title to the real estate in Asceola Mills Borough Clearfield County, Pennsylvania, belonging to said Russian Orthodox

(Continued on page 62)

(continued from Page 61)

Greek Catholic Church, and hereinbefore described, to Russian Orthodox Greek Catholic Church of Accola Mills, as a corporation.

(c) That service of the above petition be directed upon the defendants) whose whereabouts are known, being now residents of the State of Pennsylvania, by registered mail addressed to their last known residence or business office; and by publication of notice of filing this Bill in a newspaper of general circulation in Clearfield County once each week for four successive weeks, with respect to any defendant or defendants that cannot upon diligent inquiry be found, provided the preliminary affidavit warrantedly such publication be duly made.

(d) That Complainants) may have such other and further relief as the case may require, and as to this Honorable Court may seem meet.

Russian Orthodox Greek Catholic Church of Accola Mills, Pennsylvania,

By Joseph Danko Sr.
P. R. S.

To the within named Rt. Rev. Bishop Evdokim, et-al:—

You are hereby notified and required within fifteen days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna., and to file your answer within thirty days to the within Bill of Complaint of the within named Russian Orthodox Greek Catholic Church, et-al, and to observe that the said Court shall direct. You are also notified that if you fail to comply with the above directions by not entering and appearance in the Prothonotary's office within fifteen days or by not filing your answer within thirty days, you will be liable to have the Bill taken pro. confesso and a decree made against you in your absence.

Witness our hands at Clearfield, Pa., this day of November, 1926.

A. M. Liveright
Attorney at Law
Clearfield, Pa.
Frank G. Smith.

Order of Court.

Now, 29th November 1926, it appearing by affidavit that defendants) Valerian E. Greaves and Merrill E. Gates, Jr., are not within the jurisdiction of the Court; and that the place where they reside or probably may be found is as to Valerian E. Greaves % Marvin & Pleasants, 150 Broadway, New York City, N.Y. and as to Merrill E. Gates, Jr., 36 West 44th Street, New York City, N.Y., on motion of A. M. Liveright and Frank G. Smith, Attorneys for plaintiff, it is ordered that the Bill of Complaint, with a copy of this order, be served on said Valerian E. Greaves and Merrill E. Gates, Jr. at their respective addresses as aforesaid, and that the said defendants) named be served by the Sheriff of Clearfield County, with a copy of the order authorizing the service thereof and a copy of the Bill of Complaint; and that compliance with the requirements of said bill be made within thirty (30) days after such service, and any further process or notice required in the case be served in like manner.

(continued to Page 63)

(Continued from page 62)

8 December T 1926 Russian Orthodox Greek Catholic Church et-al vs Rt. Rev. Bishop Evdokim et-al

It is further ordered that the service hereby directed to be made by the Sheriff of Clearfield County, be made by registered mail, return receipt requested; and in default of effecting such service it be made by deputization of an officer in the City of New York to effectuate the service

By the Court,
A. R. Chase, P. J.

Service on Defts Valerina E. Greaves and Merriel E. Gates Jr., by sending to each of them a true and attested copy of the original Bill in Equity by registered mail as per the return receipt cards hereto attached. I make return of Nihil Habet as to the Defendants Rt Rev. Bishop Evdokim, Waldamir W Baumistrov, V. Rev. Peter Kopoff. V. Rev. Alexander Kukulipsky Laurence I. Bouschine, V. Rev. Lenoid Turkevich and Rt John S Kedrovsky. So ans. Percy E. Smith Shff.

January 28, 1927, Order of Court filed:—

And now, January 18th, 1927, it appearing by affidavit to the satisfaction of the Court that the defendants, Rt. Rev. Bishop Evdokim, Waldamir W. Baumistrov, V. Rev. Peter Kopoff, V. Rev. Alexander Kukulipsky, V. Rev. Leonaid Turkevich, Rt. Rev. John S. Kedrovsky, cannot upon diligent inquiry be found so as to be personally served with process, on motion of A. W. Liveright and Frank E. Smith, solicitors for plaintiffs, it is ordered that the Bill of Complaint be served upon the said defendants by publication in the manner prescribed by law, once each week for six successive weeks in one newspaper published in the County of Clearfield; and that in default of an appearance within fifteen days after the last publication, the Bill may be taken Pro Confesso; and that any further process, rule, notice, order or decree in the cause of which service shall be required, shall be served on the said defendants in like manner with the like period of fifteen days for appearance and compliance. By the Court, A. R. Chase, P. J.

Now Feb 15, 1927, I return this writ service on the Defts Valerian E. Greaves and Merriel E. Gates Jr., by sending to each a true & attested copy of the original Bill in Equity & Order of Court by Registered Letters as per the return receipt cards hereto attached.

Now Feb 15, 1927, I make return of Nihil Habet as to the Defts Waldamir W. Baumistrov, Rt Rev Bishop Evdokim, V. Rev. Peter Kopoff V. Rev Alexandir Kukulipsky. Laurence I. Bouschine V. Rev. Lenoid Turkevich and Rt Rev John S. Kedrovsky. So answers Percy E. Smith Shff

March 15, 1927 Order for Decree Pro Confesso filed.

Now March 15, 1927 on motion of Counsel for Plffs after due proof of service upon all the Defts either personally or by publication no answer having been filed by any of the Defts. and no appearance having been entered it is ordered that the Bill in Equity in this Case be taken pro. Confesso; and Counsel for the Plffs are directed to draw a form of final decree and to submit it to the Court for consideration and for disposition and entry of such final decree if it meets the approval of the Court. By the Court
A. R. Chase P. J.

Final Decree.

Now April 15, 1927, a decree Pro Confesso having been entered in this Case as to all the defendants for want of an appearance and answer; after hearing the testimony, the presentation of proof of publication, and upon motion of Counsel for the Plffs, the following Decree is entered

Now April 15 1927, the prayer of the Defts is granted and a decree

Conts on Page 65

Continued from Page 49 #4 December T. 1926 - Clearfield M. & L. Co. vs G. G. Tyson et al

	pay the costs of this proceeding.	
	enter a decree in accordance with the findings herein made.	It is ordered that the Prothonotary shall By the Court, C. A. Chace, P. J.
	See Fi Fa #72	Sept T. 1927.
	July 26. 1929 By paper filed A. M. Liveright atty with draws his appearance for Plff.	
	July 29. 1929 By paper filed W. Albert Ramey atty enters his appearance for Plff.	

Contd from Page 63 Russian Orthodox Greek Catholic Church No 8 Dec 7 1926

is entered in favor of Russian Orthodox Greek Catholic Church of Osceola Mills. Clearfield County a Corporation. and Joseph Danko Sr George Boytim. Sr Michael Kuhark and Andy Mandel for lands situate in the Borough of Osceola Mills Decatur Twp Clearfield County. Pa the subject matter of the bill of Complaint bounded and described as follows:

The First Thereof: Located in West Osceola. Decatur Twp. Clearfield County Pa described and identified as follows:

Beging at a post at the intersection of Curtin and Spruce Sts thence along said Curtin St No 78° 45' W. 680 ft to Third Ave. thence along said Avenue North 11° 15' East 226 to Roman Catholic Cemetery: thence South 37 degrees East 74 feet and North 53° E. 292 feet to Spruce St. and thence along said Spruce St. South 37 degrees East 585 feet to the place of begning.

Being the same premises which Kittanning Coal Company by deed dated May 20. 1890 recorded in Clearfield County in Deed Book 58 page 78. Conveyed to the Greek Catholic Church of Osceola Mills Penna. John Kohut. Mike Franlik. Josef Maskonic. Mike Kofcike. Andra Kandrac. George Banna, Mike Francisco. Mike Bucay. members of said society. and the same premises which Michael Franlik. Andrew Hawrylak. Joseph Danko. Michael Gerochak. Andrew Postchatz Wasily Lavandik and Ignatz Sidonik. members of the Greek Catholic Church of Osceola Mills Penna. by deed dated Oct 7. 1914. and recorded in Clearfield County in Deed Book 204. Page 314, Conveyed to his Grace Most Rev. Archbishop Evdokim.

The Sec Thereof: Located in the Borough of Osceola Mills Clearfield County. Pa described and identified as follows: Known as lot No 427 on Moshannon Land & Lumber Company's plan of said Borough. Fronting on Curtin Street 50 ft and Extending along French Street 150 ft to Mayes Alley: thence along Mayes Alley 50 ft to lot No 429: thence along lot No 429 to Curtin St 150 ft. Being the same premises which Lewis Fulton et al Lloyd F. Albert. Agustus W. and Aline Fouzo. F. Bessie. Gertrude and John Galbraith. conveyed to his Grace Most Reverend Archbishop Evdokim by deed dated November 29. 1914. and recorded in Clearfield County in Deed Book 207 Page 226.

And W. I. Curley is hereby appointed Trustee for the purpose of making title to said premises and in that behalf he is directed to make. execute and deliver to said Russian Orthodox Greek Catholic Church of Osceola Mills Penna a Corporation a deed of Conveyance for the said premises.

It is further ordered that the Prothonotary of the Court of Common Pleas of Clearfield County Pa file a certified Copy of this decree in the office of the Recorder of Deeds for Clearfield County and that the latter transcribe the same on the records of said County and index it: and the said W. I Curley Trustee, shall perfect delivery of the deed hereinbefore required by lodging it with said recorder for recordation and that when it is duly recorded it shall be delivered to the then Secretary of the said Board of Trustees of Russian Orthodox Greek Catholic Church of Osceola Mills. Pa. a Corporation for the purposes of said Corporation. By the Court A. R. Chase P. J.

May Term 1927

B B & F	W. G Litten		Mar 7, 1927 Bill in Equity filed
			To the Hon. A. R Chase P J of said Court
Mar 7.	1		Your Orator Complains & says:-
Hartswick armed & Platt and J Mitchell Chase,	Edgar L. Stage		That he is the owner of a certain tract of land situate in Lawrence Twp. bounded and described as follows:- On the north by land of Isaac Stage: east by land of Bigler and Cathcart: south by land of public road: west by land of Bigler Est. Containing 16 acres more or less and otherwise bounded & described as follows
	Cro By atty	2.50	
	Sff. Smith	3.20	
	Pltf	.50 .60	
	"	1.50	
	"	.60 1.50	
	"	.60 1.50	
			The first thereof bounded on the one side by land of William Bigler Est and also by land formerly of John Gulich and by land formerly of Fred Gulich heirs. Containg 11 acres. Being the same premises known as purport No. 2 of the hill land in the partition proceedings had in the Est of G. Philip Gulich deceased of record in the office of the Clerk of the Orphans Court in & for Clearfield County aforesaid and the same premises which Alonzo Lawhead executor of the last will & testament of Esther Lawhead deceased by deed dated the 11th day of April A D. 1899. and duly recorded in Clearfield County in Deed Book 103 Page 444 granted & conveyed to Henry Gulich. The second thereof bounded & described as follows:- Begning at a post Corner on the public road thence N 4° 52' E. 400 ft to a post: thence by land formerly of Zebulon Lawhead. S. 85° 40' E. 580 ft to a post: thence S 4° 25' W. 483 ft to a post by public road thence along said public road N. 70° 15' W 206½ ft to a post: thence N. 81° 10' W. 385 ft to post & place of begning. Containg 5 acres 100 per. Being the same premises which William Cathcart by his deed bearing date of the 28th day of Feb. A D. 1905 & duly recorded in Clearfield County in deed Book 90 Page 55, granted and conveyed unto Henry Gulich
			That said land was conveyed to him by Francis M. Copenhaven. Extr of Henry Gulich by deed dated Nov. 27, 1922. That said deed was formerly owned by Henry Gulich & was so owned by him on May 19, 1917.
			Henry Gulich entered into a written agreement with Fred J Norris dated May 19, 1917 by which Henry Gulich leased to Fred J Norris the Coal under said land

a copy thereof being hereto attached and made a part hereof marked Exhibit "A"

The said agreement Contained provisions as follows;- The Grantee to have the right to the possession of so much of the surface & interior of said land as may be required for the safe expeditious & economical mining and removals of said minerals from said land, & minerals from operations on other lands in the vicinity which may at any time be owned or operated by Grantee, and the right to deposit on and in above described land waste & refuse from the operations on said land and from said "other" lands. Such possessions to include grounds for necessary buildings machinery & fixtures, railway tracks tramways, wagons or other roads at most convenient grades;- the roadbed on surface where the tracks shall be made or laid for hauling not to exceed feet in width. The right of "removal" "and deposit" from other lands shall after payment of such sums by lessee as royalty or rental as shall amount to three years minimum rentals, as shall amount to three years mining rentals, provided for by this lease, Continue for twenty years after the cancellation of this lease and abandonment of said lands for mining purposes.

Under said agreement Fred J Norris proceeded to mine the Coal so leased & continued to mine coal and pay royalty thereon after the ownership of the land became vested in your Orator.

Fred J Norris ceased mining the coal from said premises about the 15th day of Mar. A.D. 1926 and removed the shanty and improvements of value shortly after.

Neither Fred J Norris or any other person has resumed mining the Coal leased & nothing has been done to indicate an intention to search for, mine or remove coal from the leased premises, if any such coal exists

Wherefore, your Orator needs equitable relief and prays your Honorable Court to decree as follows:

That the said Edgar L Stage and all persons Claiming by through or under him, be forever restrained from subjecting the lands of your Orator to the use & occupation now sought to be imposed, and particularly be restrained from occupying the surface of said land for the purpose of depositing waste thereon and of transporting Coal from adjoining lands which were never owned or operated by Fred J Norris

That the amount of the damage done to the amount of final decree be ascertained and appraised and Edgar L Stage be decreed to make payment thereof

That the Defendant be required to pay the costs of this proceeding. Such other and further relief as your Honorable Court shall find right and proper.

Bell Boulton & Forsyth

Solicitors for Plff.

To the defendants within named

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this bill in Equity to enter a written appearance, to term & number stated hereon in the office of the Prothonotary of the Court of Common Pleas of Clearfield Co. Pa specifying therein a person and place within said County where papers process & notices may be served upon you and within 30 days after such service you are required to make a full & complete answer, under oath, to each and

W. B. Litten vs Edgar L. Stage No 1 May Term 1927

very averment repeat. the bill decree made against	of this bill If upon fail in either may be taken pro confesso and a upon the Deft, Edgar L. Stage by handing to an adult member of his family two true & attested copies at the briginal Bill in Equity & making known unto her the contents thereof. So Answers Bell Boulton & Forsyth Attys for Plff.
Now, March 16, 1927, service	Percy E. Smith, Sh'ff.
Mar 25-1927 By paper filed, Hartswick Arnold & Platt & J. Mitchell Chase enter their appearance for the defendant.	
April 8-1927 Answer Raising Preliminary Objections filed and April 8-1927 Service accepted by copy by Bell Boulton & Forsyth, pff's attys	
May 11, 1927 At Issue	
Dec 9, 1927 On Argt List	

May Term 1927

J. P. O'Laughlin	County National Bank of Clearfield Penna		March 11 1927 Bill in Equity filed The Plff complains and says: The Plff. The County National Bank of Clearfield Pa is a corporation created and existing under the laws of the United States and is engaged in Banking business at Clearfield, Clearfield Co. Pa
Mar 11	2		
M L Silberblatt	Bald Hill Coal Company.		The Deft. the Bald Hill Coal Company is a Corporation created and existing under the laws of Pennsylvania and has its property and place of business in Clearfield County. Pa
	Pro	2.50	On the 1st day of June 1926. the Deft passed a resolution authorizing it to issue its registered bonds in an amount not exceeding One Hundred Thousand Dollars: that is to say, one hundred bonds numbered Consecutively from No 1 to No 100, both numbers inclusive each for the sum of One Thousand Dollars dated May 1st 1926. payable in gold Coin of the United States in twenty years from the date thereof (with the right to anticipate said payment as set forth in said bonds: said bonds to bear interest at the rate of five per cent per annum, payable in like gold coin semi-annually on the 1st day of May and the 1st day of November in each year, and that the payment of said bonds, principal and interest, be secured by a mortgage of even date therewith to said County National Bank of Clearfield, Pa as Trustee of all its franchises, rights, land owned in fee, Coal lands, surface lands, timber, leasehold estates, mining rights mining plants & equipment & rights of way owned by the Company at the date thereof and described in said Mortgage together with all after acquired real property, leasehold estates, mining rights and privileges including improvements, plants machinery and fixtures, as is described in said Mortgage.
	"	.50	
3-14-27	"	.50	
	"	.50	
	"	3.00	

In pursuance of said resolution and in the exercise of the lawful authority by it in that behalf possessed the said Deft did execute one hundred bonds each of the par value One Thousand Dollars by each of which said bonds the Deft acknowledged itself indebted to the bearer in the sum of One Thousand Dollars in gold coin of the United States of america of the present standard of weight and

fineness, which sum it promises to pay in like gold coin on the 1st day of May 1946. with interest thereon in the meantime at the rate of five per cent per annum, payable in like gold coin semi-annually on the 1st day of May and the 1st day of Nov. in each year to the registered holder thereof, principal and interest to be payable at the office of said County National Bank of Clearfield, Pa without deduction for any tax or taxes for national, state or County purposes under any present or future law including the Federal Income Tax Law and future amendments thereof which the Deft is obliged under any such present or future law to deduct therefrom;

On or about the 1st day of June 1926, the Deft, in pursuance of the resolution and determination above mentioned, and in the due exercise of its lawful powers in that behalf by it possessed, and due action having first been had, for the better securing the payment of the issue of bonds and the interest which shall accrue thereon, executed and delivered to the Plff a certain mortgage or deed of trust bearing date the 1st day of May 1926 and therein & thereby the Deft granted bargained, sold, aliened, enfeoffed, released and confirmed unto the Plff as Trustee, its successor or successors in trust, the franchises rights & privileges and all the property, real & personal, now owned by it and described therein and such after acquired real and personal property as is mentioned and described in the mortgage or deed of trust from the Dkft to the Plff as Trustee.

The Deft made default on the 1st day of Nov. 1926 in the payment of the installement of interest due on that day on all of said bonds of the total par value of principal of One Hundred Thousand Dollars, issued and outstanding & secured by said mortgage or deed of trust to the Plff aforesaid.

Wherefore, Plff prays your Honorable Court as follows:-

First:- That the said mortgage or deed of trust made by the Defh to the Plff, as Trustee, dated the 1st day of May 1926, be foreclosed,

Sec:- That the amount due and unpaid for interest and the amount that has become due for principal on said bonds outstanding and secured by said Mortgage or deed of trust, may be determined

Third:- That in defaut of the payment of the sum so found to be due upon said bonds outstanding and secured by said Mortgage or deed of trust within a time fixed by a decree of this Honorable Court, it may be decreed that the Defh and all other persons claiming under the deft any interest in said mortgaged premises aforesaid be absolutely barred and foreclosed of and from all rights and equity of redemption of, in and to said mortgaged property, premises and franchises and every part thereof; and that a sale of the whole of said Mortgaged property, premises and franchises be ordered; and that the proceeds resulting from such sale when made, may be applied to the costs and expenses of this suit, to the Compensation and disbursements of the Plff as trustee in the execution of its trust; and also to the amounts due upon the bonds outstanding and secured by the said mortgage or deed of trust and interest due on said bonds, and the balance of said money, if any, to be disposed of as the Court may direct

Fourth:- That the Defh may be adjudged & directed to pay

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2 May Term 1927 Co. Natl Bank vs Bald Hill Coal Co.
No 2 May T 1927

to the Pelf all payable on said mortgage or deed of trust, whether for principal or interest after the payment of the said balance of Sale.

money which remains due or bonds secured under the said application towards the said bonds and interest of the proceeds resulting from said

Fifth:- That Court of Common Pleas of said County against the Defts for any shortage or deficiency in the amount received at said sale of the mortgaged premises and franchises, to pay said bonds and interest and all the costs and expenses of this sale.

Judgment may be entered in the

Sixth:- That Common Pleas said Judgment that is for the sale or sales, in full

the Prothonotary of the Court of of said County be directed to enter for said shortage or deficiency, the amount not made at said to pay said bonds and interest

And the Pelf will ever pray.
The County National Bank of Clearfield, Pa.
By W. B. Powell, President
Jas. P. O'Laughlin Solicitor for Pelf.

March 12. 1927 By paper filed M. L. Silberblatt Atty enters his appearance for Defts

May 14-1927 Answer of defendant filed. Mar 14-1927 Service accepted thereof by Jas P. O'Laughlin, Pelf atty,

May 11-1927 On Argt List

Decree of Court:- May 19, 1927 The above Cause has come on to be heard on Bill and and Answer. The Deft in its answer admits the Correctness and truth of each and every allegation of the Pelfs bill

We therefore, grant the relief prayed for in the Bill and decree a sale of the mortgaged property

We appoint the County National Bank of Clearfield, which is Trustee under the Mortgage or Deed of Trust, as Trustee to make the sale of the said lands, premises and Franchises and direct that it give bond in the sum of Two Hundred Thousand Dollars

Counsel for plaintiff shall prepare a formal decree and serve a copy of same upon Counsel for the Deft and present the same before the Court. By the Court A. R. Chase J.P.

Decree And now, this 19th day of May 1927, upon Consideration of the foregoing Case, it is ordered, adjudged and decreed as follows

(1) That the amount due for interest and the amount due for principal on the bonds secured by said Mortgage or deed of trust which is recorded in the office for recording deeds etc., in and for Clearfield County, Penna. in Mortgage Book No. 84 Page 230, is as follows

Principal	100.000.00
Int due on said bonds at 5% from May 1, 1926 to Nov 1. 1926.	2,500.00
Int due on said bonds at 5% from Nov. 1. 1926 to May 1. 1927	2.500.00
Principal & Int due as of May 1. 1927	105,000.00

The Deft shall pay within ten days after the entry of this Decree, or cause to be paid unto the Clerk of this Court for the use and benefit of the holders of the said bonds, secured by said Mortgage or deed of trust, the said sum of $105.000.00 and interest thereon from May 1. 1927 to the date of payment, and taxes, together with an amount sufficient to pay all expenses of this action, including Counsel fees. If the above payment shall be made, any of the parties hereto may apply to this Court for such further directions as may be just and equitable.

In default of such payment thereof within the time directed as aforesaid, the franchises, rights and privileges and all the property real and personal now owned by the said Deft and described in the said mortgage or deed of trust, and such after acquired real and personal property as is in said mortgage or deed of trust described shall be sold as hereinafter directed, and all the right, title Interest and equity of redemption of the Deft and of the Plff as Trustee under said mortgage or deed of trust and of all persons Claiming under them, or either of them, of, in or to said property and every part thereof shall be forever barred and foreclosed.

Such sale shall be made without valuation, appraisement redemption or extension, and shall be made by and under the direction of The County National Bank of Clearfield, Pa. which is appointed Trustee for that purpose and which is directed to make and conduct said sale and to make and deliver to the purchaser or purchasers of the said franchises, rights and privileges and all the property, real and personal, now owned by the said Deft and described in the said Mortgage or deed of trust and such after acquired real and personal property as is in said mortgage or deed of trust described, good and sufficient deeds and deeds and absolute transfer and assignments in law free and clear of all and every trust created and without liability on the part of the purchasers to see to the application of the purchase money or to inquire into the necessity, expediency or authority of or for such sale, which sale made as aforesaid shall be a perpetual Bar, both in law and in equity, against the Deft and all persons, bodies politic or corporate, Claiming or to claim the said franchises, rights and privileges, and all the property, real and personal, now owned by the said Deft. and described in said mortgage or deed of trust, and such after acquired real and personal property as is in said mortgage or deed of trust described; provided that an order shall be made by this Court confirming such sale upon payment or settlement of the purchase price bid as hereinafter provided.

The said sale shall be made at the Court House in the Borough of Clearfield at 1:30 o'Clock P.M. Wednesday 6th day of July 1927, unless the day of sale is changed upon further order of this Court. A Notice of the time, place and terms of said sale, describing the property to be sold and referring to this decree, but which description need not set forth a full description of the property by metes and bounds and shall be sufficient if it states the warrant name or number out of each tract is carved, the number of acres contained in the tract to be sold and the name of the township in which it is located, shall be published for one Calendar month in one newspaper of general Circulation

Contd on Page 88

May Term 1927

Arnold + Platt

Mar 25

a. W. Cronright
+ Wallace Smith

Pro by Atty 2.50
" .50
" .50
" .50
Shff Smith. 5.00
4-7-27 Pro .50
" .60
" 1.50
" .60
" 1.50
Defts Bill 16.08
Pro 1.50
Respondents Bill 23.58
Geo Balanich
Pro 1.50
56.96

9:30

Pd Jany 15-1931. Rec'd of Plff Atty
Costs Shff $5.00 & Pro $9.80
total rec'd $14.80
Geo H Ralston, Pro.

9:30 1/2

John Shulick

3

George Balanich

May 25. 1927 Bill in Equity filed
(2 copies certified to Shff.)

Your orator complains and says
That John Shulick lives in Morris
Twp. Clearfield County Penna and is the
owner of and resides upon a certain piece
of land bounded and described as follows:-

All that certain piece, parcel of tract
of land situate, lying and being in Morris
Twp. Clearfield County & State of Penna
bounded and described as follows:-

Beginning at a post corner of the North
western side of State Highway leading from
Philipsburg to Morrisdale, near the old Gray
Mines and which post is at the North
western Corner of the intersection of Grant
Street with the said Highway; thence along
the South western side of said
Grant St. N. 31° 02' W. a distance of
150 ft to a post corner on the South
eastern side of Howard St. thence along
the Southeastern side of said Howard
St. So 58° 58' W. a distance of 100 ft to a
post corner of land owned by John
Bilanich; thence along land of said
John Bilanich S. 31° 02' E a distance
of 150 ft to a post corner on the North
western side of the State Highway leading
from Philipsburg to Morrisdale: thence
along the Northwestern side of said road
58° 58' E a distance of 100 ft to a post
and place of beginning. Said land being
conveyed to Plff by Annie Yeverunske by
deed dated June 30. 1923 and recorded at
Clearfield in Deed Book No 264 Page 280

The Deft George Balanich resides on a
piece of land adjacent to the property of the
Plff and did live there reside prior to and
during the commission of all the acts hereinafter
complained of.

That prior to the time said Geo Balanich
occupied the land and property adjacent to
the Plff, there was upon the land so
afterwards occupied by the Defts a water
Course through which flowed waters drained
from the surrounding strata and surface.
said water Course emptying into Moshannon
Creek. That said water Course had therein
existed for 25 years and more prior to the
doing of the acts herein complained of by
the Defts

That within the five years last past the
Defts has changed and filled up said water
Course and substituted for said open water
Course that therefore existed, a drain & filled

said water Courses and covered said drain.

That the drain so placed by the defendant on said water Courses and substituted for said water Courses, is inadequate to carry off the water which previously was drained through said water Courses, and that by reason thereof the water therefore drained through said water Courses and that by reason thereof the water theretofore drained through said water Course has been forced back through the strata and rock and forced up to the surface of the Pelffs land

That the waters aforesaid, so forced up to the surface of the Pelff's land have damaged and injured the Pelffs house by undermining its foundations, and by flooding the cellar thereof and has damaged various parts of the Pelffs land by causing the same to become swampy and flooded, and no longer fit for cultivation and has caused the flooring of the Pelffs house to rot out and otherwise damage said house.

Wherefore your Orator needs equitable relief and pray:-

That a mandatory injunction issue, compelling the Deft to restore the status quo of said water Courses, as it was prior to the filling of said water Courses and the laying of said drain by the Deft

That the Deft be enjoined and restrained from damming up the water, heretofore drained into said water Courses, so that the said waters are forced upon the lands of the Pelff.

Such other equitable relief as the circumstances may require or the Court may deem proper.

That the Pelff be allowed damages for the injurious done to his real estate lands and buildings

That the Pelff be awarded the costs of this proceeding.

Arnold & Platt. Attys for Pelff

To the Deft within named:-

Unless you have already done so, you are hereby notified and required, within 15 days after service upon you of this bill in Equity, to enter a written appearance to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County. Or specifying therein a person and place within said County, where papers, process and notice may be served upon you; and within thirty days after such service you are required to make a full and complete answer under oath, to each and every of the averments of this bill. If you fail in either respect the bill may be taken pro confesso and a decree made against you in your absence. Arnold & Platt. Attorneys for complainant.

Mar 31-1927. Service on the Deft: George Balanich by handing to An Adult member of his family two Copies of the originall Sitting in Equity, Pelffs Bills, Making Known Contents

So Says Percy E Smith Sheriff

April 7-1927 Defendants answer filed. 4-6-27 Service accepted by Copy of Arnold & Platt, Pelff's atty

May 11-1927 On Argt List

Dec 9, 1927 On Argt List

Order of Court:- Now Jan 16-1928, the parties having agreed on disposition of this case, on motion of John C. Arnold and W. Wallace Smith, attys for the respective parties, the same is disposed of as follows:

The respondent shall, as soon as weather conditions permit lay a twelve inch drain in the Course of the old monkey drift on respondents premises from the point at the rear of said premises

Contd on Page 79

May Term 1927

Arnoed + Platt	Wilhelmina Smith	2 Copies to Stff April 28. 1927 Bill in Equity filed
	Charles Smith	Your Orators Complain and say
	Walter Smith	That Wm S. Smith, late of the City of
		Du Bois, Clearfield Co. Pa died intestate
		on or about the 10th day of July 1920. at
Apr 28	4	the time of his death a resident and
		citizens of the County of Clearfield and
L.E. Boyer	City of Du Bois Pa	State of Penna and left to survive him
	John J. Peutz. Mayor	his widow Wilhelmina Smith and
	W. L. Hoover	Charles Smith + Walter Smith his two
	E. W. Breon	sons and no other heirs
	J. A. Weaver	That at the time of the death of
	Jerome W. Keefer	said William S. Smith he was seized
	Members of	in his own demesne as of fee of a
	City Council	piece of land in the Boro. of Du Bois
		Clearfield Co. Pa. now the City of Du Bois
		acquiring said land by deed of William
Pro	2.50	Wingert. et ux dated June 13. 1907. recorded
" Dup	1.75	in the office of the Recorder of Deeds at
" Bond	50	Clearfield Penna. in Deed Book 181. Page 180
" " copy	50	That from and since the 13 th
Stff Smith	4.50	day of June 1907, the said piece of land
		has been continuously in the possession
		of the said Wm S. Smith and his successors
		in title. to wit; Wilhelmina Smith
		Charles Smith and Walter Smith
		the Orators herein.
		That the City of Du Bois is a
		municipal Corporation of Pennsylvania
		and a City of Third Class of which Corporation
		John J Peutz is Mayor and W. L. Hoover
		E. W Breon. J A Weaver and Jerome W
		Reefer are Councilmen.
		That your orators for more than
		five years have had a fence around their
		property.
		That So. Brady St in City of Du Bois
		formerly the Boro of Du Bois extends in front
		of the said property which is now owned by
		your orators. and that said So. Brady
		St runs approximately in a Northerly and
		Southerly direction, and is a paved street
		That the western line thereof is a stone
		curb, which extends in a straight line
		from a point near the intersection of
		Jared St. westerly to the City line, a
		distance of approximately 1350 ft. That
		along said Curb line exists a fence erected
		by the B. R + P Railway Co which fence has
		been in existence for more than 22 years
		That at no time prior to the 18 th day of
		April 1927 did the City of Du Bois (formerly the
		Boro of Du Bois), ever Claim to your orators,
		or to any other person along the line of Brady St
		that the westerly line So. Brady St was

located further West than the present Curb line thereof.

That on or about the 18 day of April 1927, the city of Du Bois caused to be served on your Orators a notice of which the following is a true copy

At a meeting of Council held Apr 18. 1927 the following resolution was made!

"That W. L. Smith heirs be notified to remove the fence on South Brady St in front of their property within ten days, or the City will have the same removed at their expense

That by means of this summary and arbitrary action on part of City of Du Bois, the said City of Du Bois intends to take by force certain lands claimed by the Pffs. which have always been in the possession of the Pffs. or their predecessors in title, and have never been in the possession of the City of Du Bois formerly the Boro. of Du Bois, and never before claimed by said City or Boro. of Du Bois.

Wherefore your Orators need equitable relief and pray.

That an Injunction issue preliminary now, to be perpetual upon hearing had, restraining the City of Du Bois, John J Reutz, Mayor, W L Hoover, E W Brown, J A Weaver, Jerome W Keeper, Members of City Council, and its servants agents and employees from tearing down, molesting, or in any manner interfering with that certain fence located along the East side of the property in possession of Wilhelmina Smith, Charles Smith and Walter Smith in City of Du Bois, until after the said City of Du Bois has established at law its right to any land, or way, located upon the line of said fence or West thereof.

Such other equitable relief as the circumstances may require or the Court may deem proper.

That the Pffs be awarded the costs of this proceeding.

Arnold & Platt

To the Defts within named:-

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in Equity, to enter a written appearance to the term and number stated thereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield Co Pa specifying therein a person and place within said County, where papers, process and notices may be served upon you; and within 30 days after such service you are required to make a full and Complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken Pro Confesso and a decree made against you in your absence. Arnold & Platt attys for Pffs

Now, April 28. 1927 within petition read and considered, same being in proper form, affidavits and bond being filed in accordance with Act of Assembly. Now April 28. 1927 preliminary injunction granted to be dissolved Saturday May 7 1927 at 9 A M unless motion made to Continue the same. By the Court

A R Chase P J

April 28. 1927 Injunction issued to Sheriff

Apr. 28 1927 Injunction affidavits of Mrs Minnie Shenkle & S J Kennelly filed

Apr. 28, 1927 Bond filed & approved By the Court. A R Chase P J

May 10. 1927 Service accepted of Bill in Equity & of Preliminary Injunction issued in above case The Defts request that a Continuance be had as to hearing on Preliminary Injunction on a date to be hereafter fixed in the meantime said Injunction to be in full force By L. E. Boyer atty for Defts

Now May 10. 1927 service accepted for Defts by L. E. Boyer atty as per his acceptance hereto attached So Answers Percy E Smith Sheff

Contd from Page 75 John Shulick vs Geo Balanich No 3 May T. 1927

where the flow of water begins to the State Highway said drain to be laid on the coal vein and to follow and be laid beside the eight inch drain now there on.

(2). The complainant shall contribute one-half the costs of said construction not to include labor, but not over Seventy five ($75.00) Dollars for said half. Said amount shall be a lien on the premises of Complainant until paid and said amount shall be paid Thirty five Dollars to Arnold & Platt to be used in said work within one month hereafter and the balance upon completion of the work.

(3) All damages to the Complainant by reason of the covering of the course of the old Monkey drift and any obstruction or diversion of the flow of water across respondents premises from the mine workings and surface at the rear thereof are released by the complainant on the making of this order: the construction of the drain as herein provided shall be a full compliance with any duty the respondent may have with reference to the flow of such water.

The complainant shall pay the costs of witness bill filed heretofore amounting to $16.08 and $23.58.

The respondent shall pay the recodd costs.

Neither party shall file a witness bill or subpoena bill for this day. and each party shall be responsible for its own costs this day. Said costs shall be liens against the repective parties until paid By the Court. A R Chase C. J.

Jan 16. 1928. We hereby request the Court to make the above order George Bilanich and John Shulick

September Term 1927

Arnold + Platt — Steve Ballog

May 3 — 1

Bell, Boulton + Forsyth — A. F. Welker

Pro By ~~Atty~~ Plff 2.50
" 1.75
" Copies .50
" Bond .50
Stff South 9.50
Pro .50
" .50
Plffs Bell 16.78
Pro .50
" .60
" 1.50
Const W. C. Hubler Stff Sub 5.20
A. F. Welker Stff Sub 3.00
Defts Bell 42.00
Pro .50
8-23-29 Pro .50

Pro 7.85

May 3. 1927 Bill in Equity filed
2 Copies Certified to Sheriff.

Your Orator Complains and says

Your Orator, Steve Ballog, is a resident of Cooper Twp. Clearfield County Pa

The Defts. A. F. Welker is a resident of Graham Twp. Clearfield Co. Pa

That your Orator purchased under article of agreement from W. D. Kelly, et al the timber with the right to remove the same on the following described piece of land:

All those Certain pieces of land situate in Graham Twp. Clfd. Co. Pa bounded and described as follows:-

Beginning at the west Corner of the Thos Stewartson survey; thence down the Susquehanna river the several Courses thereof 103.3 per to the E. Corner of said survey; thence N. 85° 1' W 289.4 P. to place of beginning. Supposed to Contain 397 acres but on being surveyed was found to contain 419 acres, more or less.

Beginning at the northwest Corner of land sold to A. C. Lansberry by Weaver + Betts; thence S. 85° 30' E. 1627.7 ft to post; thence S 4° 30' W. 868 ft; thence along line of W. Green and C. Kyler lands So 85° E. 207 P to tract line (Fry line); thence along same N. 7° E. 188 P. to Corner near mouth Big Run at river; thence up said river the several Courses thereof at the Corner of Thos. P. Cope and Thomas Stewardson survey; thence S 4° 30' W. 137.4 per to place of beginning. Containing 189.5 acres more or less.

Excepting and reserving, however the following two pieces

(1) Reserving out of the first mentioned piece of land and surface of 50 acres of land formerly sold to Rebecca Jury by Weaver + Betts beginning at South line and a Chestnut sapling 50.4 perches E. of southwest Corner of the first above mentioned tract of land; thence south 85° 1' E. 69 perches to red Oak sapling; thence N. 116.3 perches; thence N 85° 1' W 69 P. to post, thence S. 116.3 per to Chestnut sapling and place of beginning. and excepting also in fee six five acres, also formerly sold and deeded to Rebecca Jury beginning at southwest Corner of said reserve; thence along same N. 116.3 per, thence along N and S 85° 1' E. 69 per. thence N. 83 ½ P. to post thence N 85° 1' W 80 per thence S to stake

thence So. 85° 1' E. 104 perches to place of beginng which would be 50 A

Also a certain piece to make it six five acres beginng 1947 ft. N. of southwest corner of last mentioned 50 acres; thence N. 89° 50' W. 1320 ft to stones; thence N 495 ft to post; thence S. 89° 50' E 1320 ft to line of 50 acres; thence along same S. 495 ft to place of beginng. Containg 15 acres. The last two mentioned pieces being deed to said Jury in in one deed as 65 acres, reserving also tree acres in fee formerly sold by grantor to A C. Lansberry. beginng at river bridge Butment at Deer Creek, thence along public road N 65° E 4 per N 35° 15' E 4 per. N 61 30' E 4 per. N 69° E 4 Per N 75° E 47 P to Chestnut; thence N 18° 45' E 28 per. thence up the river the several Courses thereof 56 per to place of beginng Containg 3 acres more or less

That upon the westerly side of the property the timber rights of which were held by your Orator, there has existed for more than thirty years a road way, used by the general traveling public and particularly by persons and people having occasion to pass from the premises held under the said timber agreement by your Orator, to the public road leading from Deer Creek to Morrisdale in the County of Clearfield

That the property the timber rights to which have been acquired by your Orator as aforesaid does not abutt on any public road, and for more than thirty years the identical premises comprised in said agreement in regard to the sale of the timber has existed in its present Condition to wit has not abutted upon any public road

That the Deft A F Walker, is in possession of a piece of land situate West of the property the timber rights to which are vested in your Orator, and went into possession thereof about the year,

That the time the said A F. Welker went into possession of the premises west of this in which your Orator is interested there was a well defined road and drive way immediately west of the property the timber rights of which have been acquired by your orator.

That on or about the 2nd day of May 1927 A. F. Welker did cause the said Road way to be closed by a gate, padlocking the same and refusing to permit your Orator to drive on said road way or use the same

Wherefore your Orator needs equitable relief and pray;

That a mandatory injunction issue, preliminary now, to be made perpetual on hearing had requiring the said A F Welker to restore the status quo, as it was prior to the 1st day of May 1927, so that thorough fare and road-way located west of the premises, the timber rights of which are held by your orator, Steve Ballog, said road-way extending in a westerly direction from the lands so occupied by your Orator to the line between the premises of the Deft A F Welker and the Forcey Est, by removing therefrom any barrier and gate erected or caused to be erected by the said A F Welker,

That a mandatory injunction issue preliminary now, to be made perpetual on hearing had requiring the said A F Welker to remove all barriers and obstructions placed or caused to be placed on said roadway

That an injunction issue, preliminary now to be made perpetual on hearing had, enjoining and restraining the said A F Welker, his agents, servants and employees from in any wise obstructing

Steve Ballog vs A F. Welker 1 Sept T. 1927

said thoroughfare.
That your Orator have such other and further equitable relief as the nature of this case may require
That your Orator be awarded the costs of this proceeding.
Arnold and Platt. Solicitor for Peff

To the Deft within named:-
Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity to enter a written appearance to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield Co. Penna, specifying therein a person and place, within said County, where papers, process and notices may be served upon you, and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill, If you fail in either respect. the Bill may be taken pro confesso, and a decree made against you in your absence. Arnold & Platt. Attys for Peff

Order of Court: And now, May 4. 1927, after due consideration of the Bill in Equity and Injunction affidavits filed therewith, and the Court being satisfied that immediate and irreparable loss and damage will result before this matter can be heard on notice, preliminary mandatory injunction is hereby granted requiring the said A F Welker to restore the status quo of a certain Road way or way lying west of the property occupied by Steve Ballog in Graham Twp., the possession of said property being held under what is commonly called a timber contract; and requiring the said A F. Welker to remove all barriers and baracades from said road-way so that the same is left in the same condition as it was prior to the erection of a gate or barrier across said road-way.
That the Deft, A. F. Welker, be and is hereby enjoined and restrained from in any wise interfering with the use of said road-way by the said Steve Ballog, his agents, servants and employees, and is further restrained from barracading or obstructing said way in any form.
That as to each of the Injunctions herein granted preliminarily, the same shall bind the servants, agents and employees of the Defts
This Injunction shall be taken to be dissolved unless a motion be made to continue the same on the 9th day of May 1927 at 10:00 A.M. By the Court. A. R Chase P.J.
May 3. 1927 Injunction Issued
May 3. 1927 Injunction affidavits of I. N. Pase and Steve Ballog filed
May 4 1927 Bond of Injunction filed

Sheriffs Return: Served within writ of Injunction on May 5-1927. On A F. Welker by handing to an adult member of his family his mother. at his Residence. A true & attested copy of the original Injunction together with Two Peffs Bills & Writing known unto her the contents thereof. So says Percy E. Smith, Sheriff.
May 9. 1927 By paper filed Bell Boulton & Forsyth attys enter their appearance for Deft

Order Court: May 9-1927 By request of defendant: this case set for hearing at June Equity Court. Injunction Continued pending hearing By the Court A.R. Chase P.J.
May 14. 1927 Defts answer with service accepted on within answer May 16. 1927 By Arnold & Platt Peff attys filed

Oct 27-1927 Notice of Lodging Testimony filed
Oct 27-1927 Testimony Lodged
Aug. 23-1929 Defendants Request for findings; filed; Aug 26-1929, Service hereof accepted by Jno C Arnold.

September Term 1927

J. Mitchel Chase	William T. Yeckley		May 6 1927 Bill of Complaint filed
			To the Hon. the Judge of said Court:-
			Your Orator files this bill on behalf of
May 6	2		himself and such other person or persons
			having interest in the premises, as may become
			parties hereto, and contribute to the costs of
	Thomas Smokeless		this proceeding and complains and avers
	Coal Company Inc		as follows:
			That your Orator is a citizen of the
			South of Penna, residing at Portage, County
	Pro. By atty	2.50	of Cambria, said State of Penna.
	"	50	That the Deft Thomas Smokeless Coal
5-10-27	"	.50	
	"	50	Company Inc, is a Corporation organized
			and existing under the laws of the
			State of Penna, having its principal place
			of business the Co of Clfd State of Penna
			and within the jurisdiction of this Court.
			That your Orator is a stock holder and
			also a Creditor of Deft Corp, said Deft Corp
			being indebted to your Orator in the sum
			of Nine Thousand ($9,000.00) Dollars, re-
			presenting the loan to the said Deft Corp
			That the Deft Company is engaged in
			the mining and selling of Bituminous
			Coal, which business is conducted at
			Coalport, Co of Clfd Penna, that it is the
			owner of several leases for the mining
			of Bituminous Coal on lands in Clfd Co,
			that it is also the owner of a large
			amount of Mining Machinery & equipment
			that it employs a large number of
			men in mining operations; that it is
			equipped to mine and sell a large amount
			of Bituminous Coal, but by reason of the
			general depression of business during the
			past year, it has been unable to sell said
			coal, and its credit has become impaired,
			and loans to it have been curtailed, and if
			it should be compelled to sell the said
			leases, mining equipment etc at a forced
			sale, a large loss would result therefrom,
			That the Deft Company has an outstanding
			Capital stock of Four Hundred Shares at par
			value of One Hundred Dollars per share
			all of which has been paid in full,
			That the assets of the Deft Co. consists of
			Cash on hand, accts receivable buildings and
			machinery property in fee, lease holds & mining
			equipment which are valued at about
			$80,000.00 and that the total liabilities of the
			Deft Co. for accounts payable notes payable
			labor, etc., aggregate about $55,000; that the
			principal & interest of a large amount of the
			aforesaid indebtedness is due and payable
			and the remainder is rapidly maturing;

that the Deft Co. is unable to pay the principal and interest due and presently falling due upon its indebtedness: that judgments have been taken before the following J. P. J. W. Laing. Coalport. Askey of Beccaria Twp & James Peacock. Coalport, in the amount of about $3000. on which writs of execution have ben issued and sales on same have ben set for May 6 1927 at two P.M. that if a receiver or receivers be not at once appointed for all its asiets. the property of the Deft Company will be sold at Constable sales

Wherefore, your Orator showing that he needs equitable relief

That a receiver or receivers be appointed to take Charge of and manage the property and assets of said Deft Co.

That said receiver or receivers be authorized and empowered to take possession of the buildings. mines. assets. and business of the Deft Co. and operate the said mines & continue the said business and purchase such new material, and employ such agents, servants and workmen as may be necessary from time to time for the continuance of said business until the further order of the Court.

That said receiver or receivers be authorized to demand, have, Collect, receive, and take into their possession all the goods, Chattels rights, Credits, moneys effects lands, books, papers, Choses in action, and all other property whatsoever and to institute and prosecute suits at law or in Equity for the recovering of any assets, property, damages, or demands belonging to or existing in favor of said Deft Co., and settle and Compound all debts or other Claims whatsoever, of the said Deft Co.

That all persons be enjoined from levy, executions upon attachments, inter-meddling with, or taking possession of any of the property of the said Deft Co.

That all persons be enjoined from enforcing any execution or executions in his or their hands by virtue of which the property of the Deft Co. has been seized and taken in execution for the satisfaction of any judgment, and from selling until the further order of the Court.

That the officers, agents, or employees of the Deft Co. be required forthwith to transfer, Convey, assign and deliver unto the said receiver or receivers or his or their duly authorized agents or representatives, the property and assets of the Defendant Company, and to take such action as may be necessary thereto

Your Orators further pray your Honorable Court to grant such additional and further relief as the exigencies of the case may require, or as your Honor may deem fit to direct

And he will ever pray J Mitchell Chase Solicitor for Plff

To the Hon. the Judge of said Court:

In answer to the Bill of Complaint in the above entitled case Thomas Smokeless Coal Co. Inc., the above Defendant, admits the truth of the allegations therein contained and joins in the prayers thereof Thomas Smokeless Coal Company. Inc.

Order of Court: And now May 5. 1927, upon Consideration of the Bill and Answer and of motion of J. Mitchell Chase Atty for Plff it is Ordered and Decreed:

That James W. Laing and Ralph R Yeckley, be and is hereby appointed Receiver of all the assets, property, franchises, rights and privileges of whatever Kind of the said Thomas Smokeless Coal Company, Inc., within the jurisdiction of this Court, with power

Contd on Next Page

to take, hold, demand, receive and collect all the funds assets and property belonging to the said Thomas Smokeless Coal Company, Inc., or in the hands of any debtor, agent or depositor of said Thomas Smokeless Coal Company, Inc. and to account to the Court for the same, Any debtor, agent or depositor of the said Defendant as well as the Defendant itself is hereby directed forthwith to pay, deliver and assign all money, securities, assets and property of every kind whatsoever to said Receiver.

The Defts. its agents and assigns are hereby enjoined from retaining or taking possession of any of the assets or property, franchises, rights and privileges of said Thomas Smokeless Coal Company, Inc, and from collecting or receiving any of the money, assets or other property of the said Thomas Smokeless Coal Company, Inc, or in any wise dealing therewith or molesting or interfering with the full possession and control thereof by the Receiver.

That D. R. Lamb, Mart Lamb, F. W. Rososky, Miles Anthony, J. A. Berger, Otto Marshall, Giles Marshall Frank L. Snyder, H. Neil, J. C. Stineman, Samuel E. May Penn Public Service Corporation and all other persons are hereby enjoined and constrained from seizing possession, or otherwise disposing of any assets or property of said Thomas Smokeless Coal Company, Inc and also restraining and enjoining from proceeding with any writ of execution of Fi Fa now or hereafter issued to sell any property rights or assets of said Defendant.

That Receiver file a Bond in the sum of Five Thousand Dollars to be approved by this Court

By the Court: A. R. Chase. P. J.

May 10-1927 Receivers, James N. Laing & Ralph R. Yeckley files their Bond in the sum of $5000.00 with National Surety Company Surety

May 10-1927 The within Bond is hereby approved by the Court A R Chase P J.

May 22. 1928 Return of Receivers for sale of Real Estate and personal property and Order of Court filed.

May 22. 1928 Petition of Carl E. Heil & Order permitting sale by himself & other Creditors filed

Now, May 22 1928 the within petition having been read and Considered together with the facts hereinbefore set forth, the order restraining the attachment, levies and executions against said property are hereby vacated, and it is hereby ordered and directed that Carl E. Hill, Tax Collector, and other Creditors be permitted to pursue the legal remedies available to them with the same force and effect as if no receivership had been created.

By the Court. A R Chase. P J.

And Now, this 22nd day of May 1928, notice of the presentation of the within petition having been given, service is hereby accepted by Copy of the petition also the facts stated in said petition are true. W. L. Gilbertson Atty for Receivers.

Contd from Page 73 County Natl Bank vs Bald Hill Coal Co #2 May 7. 1927

published in Clearfield Pa and which publication shall be previous to the date of such sale

The said Trustee may at its discretion adjourn said sale from time to time and if so adjourned make the said sale at the time and place to which the sale may be adjourned without further advertisement or notice

The mortgaged franchises rights and privileges and all the property real and personal now owned by the said Deft and described in the said Mortgage or deed of trust and such after acquired real and personal property as is in said mortgage or deed of trust described shall be first offered for sale in separate parcels, and then offered in one lot as an entirety

Upon the conditional acceptance of any bid, either for the separate parcels offered for sale, or the premises property and franchises offered as an entirety the bidder or bidders therefor shall immediately pay in cash or by certified check to the said Trustee ten per cent of the amount bid.

If the highest bid thus conditionally accepted for all said property when offered together in a single lot or parcel shall exceed the aggregate sum of the several highest bids received and conditionally accepted for said property when offered in separate parcels then such property shall be struck off and sold together in a single lot or parcel to the party making the highest bid therefor. But if the highest bid conditionally accepted for such property when offered together in a single lot or parcel, shall not exceed the aggregate or total sum of the several highest bids received and conditionally accepted for said property when offered in separate lots as aforesaid then the said several separate lots offered for sale shall be struck off and sold to the bidders of the highest bids therefor respectively.

The deposit received from each and every successful bidder shall be retained by the said Trustee and applied by the said Trustee on account of the percentage of the purchase price hereby required to be paid in cash or by certified check.

In case any bidder shall fail to make good his bid upon its acceptance by the said Trustee, or shall fail after such acceptance to comply with order of the Court relating to the payments thereof or the completion of the purchase, then the sum deposited by such purchaser or purchasers as hereinbefore required, whether paid in cash or by check, shall be forfeited as a penalty for such failure and shall be applied to the payment of the expenses of a re-sale and toward making good any deficiency or loss in case the property shall be sold at a less price on any such re-sale, and to such other purpose as the Court may direct. If the Court shall not confirm the sale for which a deposit shall be returned to the bidder. The purchaser or purchasers, shall upon the confirmation of the sale by the Court, make payment or payments in cash of the balance of the purchase price, as the Court shall direct.

The said Trustee reserves the right to resell the property upon such notice as the Court may direct in case the purchaser thereof shall fail or omit to make any deferred payment on

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account of the purchase price, within ten days after entry of the order requiring such payment.

The purchaser or purchasers, his or their successors or assigns, shall not be required to see to the application of the purchase money, and shall have the right to enter his or their appearance in Court and become a party to this Cause of action.

The funds arising from the sale of said mortgaged premises shall be applied as follows;

(a) To the payment of the costs of this action, the proper expenses attendant upon such sale, the Compensation of the Trustee for making the sale, the payment of all Charges, Compensation, allowances and disbursements of the Plff. and its solicitor and Counsel, and all proper allowances, compensation and disbursements. All payments made under this sub-division shall be hereafter determined, fixed, allowed and taxed by this Court, Court

(b). The residue of the money arising from the said sale shall be appropriated and applied by the Trustee to the payment of the principal and of the accrued interest upon all of these bonds secured by said mortgage or deed of trust which are outstanding and unpaid, and the said residue shall be so applied without giving preference, priority or distinction to one bond over another, nor as between principal and interest. That is; if the residue of the proceeds of the sale shall not be sufficient to pay the principal and interest in full, then the said residue shall be distributed pro rata among the holders of said bonds.

(C). If after making all of the foregoing payments there shall be any surplus, the same shall be paid to the said Bald Hill Coal Company, the mortgagor and defendant herein.

Upon Confirmation of such sale and the payment of the purchase price by the purchaser, or purchasers, his or their successors or assigns, or upon making such provisions for the payment thereof as the Court may approve, the Trustee making the sale, shall execute a deed or deeds or other proper instruments, conveying, assigning or transferring the franchises, rights and privileges and all the property, real and personal, now owned by the said Deft and described in said mortgage or deed of trust and such after acquired real and personal property as is in said mortgage or deed of trust described, to such purchaser or purchasers, or his or their successors and assigns; and upon the execution and delivery of such deed or deeds, assignments or transfers, the grantee or grantees therein named, shall be let into the possession of the property conveyed or transferred, which said deed or deeds or other instruments shall, before delivery thereof, be approved by the Court; and the said Trustee herein shall thereupon be discharged of the trust in the premises, except as to the distribution of any money in its possession; subject, nevertheless, to the condition that the said Trustee may retake and resell the property conveyed or transferred in case the purchaser or purchasers, his or their successors, or assigns, shall fail within the time hereinbefore limited to pay the balance of any purchase price remaining unpaid.

The purchaser or purchasers, his or their successors or assigns shall, after such delivery of the property and premises, hold possess and enjoy the same, freed from the trust imposed thereon by said mortgage or deed of trust of the Deft, dated May 1. 1926,

Contd to Page 90

and freed from any Claim, right, interest or equity of redemption of, in or to the same by the parties of this suit and their respective successors or assigns, save only as herein expressly excepted.

The defendant shall at the time of the execution of said deed or deeds by the Trustee, as a further assurance to the purchaser or purchasers, his or their successors or assigns, execute and deliver similar deed or deeds or other Conveyance, to be approved by this Court, or join with the Trustee in the execution of the deed or deeds to be made by it, and shall thereby Convey, transfer, and assign and release to the purchaser or purchasers, his or their successors and assigns, all the Defts right title and interest of, in and to the property Conveyed assigned and transferred to such purchaser or purchasers by said Trustee.

In case the proceeds of sale shall not be sufficient to pay in full the amount hereinbefore found to be due and unpaid for or in respect of principal and interest upon said bonds secured by said mortgage or deed of trust, together with all the Costs and expenses of the proceeding, then the Trustee shall report to the Court the amount of any such deficiency or deficiencies and the Plff shall have judgment for and to the use of the said bondholders and others entitled to same, against the Bald Hill Coal Company the defendant for the amount of such deficiency. The judgment for such deficiency shall be entered by the Prothonotary upon an order of the Court to so enter same.

By the Court A. R. Chase P. J.

And Now, this 19th day of May 1927 I hereby accept Notice of filing of this decree and service is hereby accepted by Copy

M L Silberblatt Atty for Deft.

June 6 1927 Bond of Trustee filed in Sum $200,000.00 with County National Bank & Trust Co as Surety and approved

By the Court

June 6 1927 Bond of Trustee filed in Sum $200,000.00 with County National Bank & Trust Co as Surety and approved June 6 1927 By the Court A. R. Chase P. J.

July 18. 1928 Return of Sale by Trustee filed

Order of Court:- And Now, this 9th day of June A. D. 1928 the sale to the Bloomington Land Company for One Thousand Dollars for the premises, etc., described and directed to be sold in and by the decree of this Court dated the 19th day of May 1927, is hereby ratified, approved and confirmed

And it is further ordered and decreed that the said Trustee, The County National Bank of Clearfield Pa and the officers of The Bald Hill Coal Company execute and deliver to the said purchaser a deed for the premises, etc. aforesaid upon the payment by the purchaser, of the balance of $900.00 still due on the purchase price.

It is further ordered and decreed that the said Trustee be and is hereby permitted to pay out of the funds in its hands the expenses incident to the foreclosure and sale as listed below.

Clearfield Progress	Adv	544.80
Clearfield Progress	Hand Bills	2.50
County National Bank	Trustees fee	100.00
J. S. Mainer	crying sale	20.00
Geo. M. Ralston	Prothy	7.50
James S. O'Laughlin	atty for Trustee	325.20
		$1,000.00

By the Court,
A. R Chase. P J

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September Term 1927

Rentz + Rentz	Elizabeth Hendricks		May 25. 1927 Bill in Equity filed 3 Copies Certified to Shff
			Your oratrix owns a certain piece of land situate in Twp of Sandy and immediately
May 25	3		to the West thereof M. M Schaney Deft owns a piece of land situate in Twp of
			Sandy Some time in the year 1919, and prior
	M. M. Schaney		to the 14th of June (the exact date of which is now unknown to your oratrix) your
			oratrix and Deft entered into an article
	Pro By atty 6/2/27	2.50	of agreement to make an exchange of
	"	50 50 50	Certain small pieces of land, each
			containing one acre and almost a half,
	Shff Smith	9.60	to wit: your oratrix was to convey to
	Pro	1.50	the said Deft nearly 1½ acres, more
	"	50	accurately hereinafter described, on the
	"	60	South side of the land of your oratrix
	"	1.50	and abutting the land of the Deft, and
	"	60 1.50	the Deft was to convey a like amount
			on the Northeast Corner of his land in
			exchange therefor, and abutting on the
			West line of your oratrix, as more fully
			hereinafter described. A copy of said
			agreement was in the possession of your
			oratrix, but has since become lost,
			On the 14th day of June, 1919, a written
			Contract was entered into between your
			oratrix + Deft. a copy of which is hereto
			attached and marked "Exhibit A", and which
			agreement your oratrix + Deft submitted
			to J. E. Fry for the surveying and marking
			out to each the piece of land that the
			other was to convey under the terms of
			said written agreement. Prior to that
			date your oratrix + Deft had taken
			possession of said several pieces of land,
			but the lines were not accurately surveyed
			In pursuance of said agreement of the
			14th of June on the 16th day of June, 1919,
			the said J. E. Fry proceeded to survey said
			lands as provided for in the Contract of the
			14th of June, and at which time your oratrix
			and Deft, submitted their deeds of Conveyance for
			said lands to said J. E. Fry for the purpose
			mentioned in said agreement between the Deff
			and Deft is lost, so far as your oratrix is
			Concerned, and said J. E. Fry proceeded to survey
			said lands and mark the same on the ground
			and establish the Corner and lines between
			your oratrix and Deft, as therein provided
			And which land to be conveyed by the said
			M. M Schaney to your oratrix is described
			as follows:
			Situate in Sandy Twp bounded and described
			as follows:- Beginning at a stone, the same being

the original N.E. Corner of the herein named grantors land; thence by the grantees land S. 87° W. 363.8 ft to a stone; thence by said grantors land S 45° 57' E. 497 ft to a stone; thence by said grantees land N 1° 07' E. 363.8 ft to place of beginning. Containg 1.462 acres.

And the land to be conveyed by your oratrix to M.M. Schaney is described as follows

Situate in Sandy Twp:- Beginning at a stone, the southwest Corner of the herein described tract of land; thence by the hereinnamed grantees land N 1° 07' E. 217 ft to an iron pin; thence by the herein-named grantors land S. 69° 23' E. 145 fh to an iron pin: thence Continng by said grantors land S 68° 13' E. 419.5 fh to a spike in the center of the public Highway along the west shore of Lake Sabula; thence by center of said Highway S. 25° 50' W. 20.4 ft to an iron spike; thence by land of the said grantee N 89° W. 527 ft to place of beginng. Containg 1.467 acres.

The said Deft immediatly took possession of the entire piece of land so surveyed, marked and laid out by the said J.E. Fry and made whatever improvements he desired to make thereon and has Continued in possession thereof and your orator took possession of the piece of land to be Conveyed by the said M.M. Schaney to your oratrix and improved the same and farmed it and both your oratrix and the said Schaney are in actual possession of the said lands so set out by the said J.E. Fry as Contemplated to be Conveyed in said lost agreement.

Your oratrix prays for relief as follows:-

That your oratrix may have sperific performance of the Contracts herembefore mentioned for the Conveyance to your oratrix of the land as Contemplated and the said agreement.

That the said M.M. Schaney, the Deft, be required to make, execute and deliver to your oratrix a good and sufficient deed for the premises situate in Sandy Twp described as follows;-

Begning at a stone, the same being the original northest Corner of the hereinnamed grantors land; thence by the grantees land S 87° W 363.8 ft to a stone; thence by said grantors land S 45° 57' E 497 ft to a stone; thence by said grantees land N 1° 07' E. 363.8 to the place of beginng. Containg 1,462 acres.

That your oratrix be awarded her proper costs, attys fees and damages as in the Judgt of the Court she may be entitled to recover against the Deft.

Such other & further equitable relief as your oratrix may be entitled to Reutz & Reutz, attys for Plff

To M.M. Schaney, the within named Deft

You are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas Clearfield Co. Pa, sitting in Equity, and to file your answer within thirty days to the within bill of Complaint of the within named Elizabeth Hendricks and to observe what the said Court shall direct.

You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotarys office within 15 days or filing your answer within thirty days you will be liable to have the bill taken pro confesso and a decree made against you in your absence.

Witness our hands at Du Bois, Pa this day of May A.D. 1927

Reutz & Reutz, attys for Plff

Contd on Page 101.

Sept Term 1927

& Copies certified to Sheriff

Pentz & Pentz — T. Lawrence Way — May 31. 1927 Bill in Equity

To the Hon. A. R Chase. Judge

May 31 — H — of the above named Court

Your orator complaining says:

Ruth Irvin — That your orator T. Lawrence Way is

James Irvin — a resident of the Twp of Pike. Clearfield Co. Pa

Bell — Mable C. Bloom — That Thomas Bloom deceased late of

Boulton — Monroe Bloom — the Twp of Pike. Clearfield County Pa during

v — Hugh Way — his lifetime was seized of a certain lot

Hoyt M — Edith Mc Fadden — or piece of land situate in the Township

Earl Mc Fadden — of Pike. Clfd. Co. Pa and being so thereof

Ruth Anna Bloom — seized made a will on the 26th day

of Jan. 1889 and died on the 20" day of

Nov. 1892, said will being duly probated

at Clearfield, Pa., in the office for the

recoding of Wills in Will Book Vol 6

Page 469, and by the terms of said will

Thomas Bloom devised to his wife, Ruth

Anna Bloom, as follows" the free and

unrestricted use, possession and benefit

of fifty acres of land, to include the

dwelling house, barn and other buildings

belonging where I now reside in lieu

of her dower at common law to have and

hold during her lifetime, and that at

her said Ruth Anna Bloom's decease,

it is my will and I give, devise and

bequeath the foresaid fifty acres of

land and improvements belonging

thereto to my daughter, Sally Jane,

intermarried with Lawrence Way, to

have and to hold unto my said

daughter, her heirs and assigns forever.

And by a further Clause in said

will, Thomas Bloom devised as follows:

"I give, devise and bequeath to my

daughter, Sally Jane, who intermarried

with Lawrence Way, sixty acres of

land, more or less, being the balance

of the farm where I reside, to have and to

hold unto my said daughter, her heirs

and assigns forever." These two pieces of

land being all of the real estate of the

said Thomas Bloom, and are bounded and

described as follows:

The First Thereof being 50 A. acre piece

and is described as follows: Being bounded

on the North by lands of G. O. Goss, on the

East by Twp. Road; on the South by Twp

Road; and on the West by other lands of

said Sally Jane Way.

The Second Thereof being the 60 acre piece

and is described as follows: Being bounded

on the North by lands of McNaul Estate

on the East by the fifty acres heretofore

Pro. By atty 6/2/27 — 2.50

" & Copies Certs — 3.00

Sheff. Smith — 10.40

8-1-27 Pro order — 1.50

Pro — .50

" — 50

" — 50

" — 50

" — 50

1.00

21.40

Dec. 19, 1926 Reid of W. A Hogerty atty

Costs:- Atty 2.50 Sheff Smith 10.40

Pro. 8.50 Total costs Reid 21.40

Geo. W. Ralston. Pro

described: on the So. by Twp Road; and on the W. by the Twp road.

That; the interester of your orator is a one third interest in and to the sixty acre piece of land and to the 50 acre piece of land, subject, however, to the life estate of Ruth Anna Bloom in the 50 acre piece of land, as provided in the will of Thomas Bloom. The interest of Ruth Irvin, Mable C. Bloom, Hugh Bay and Edith Mc Fadden, are each an undivided one fourth of the two thirds thereof, or an undivided one sixth, and the interest in like manner to the sixty acre piece and to the fifty acre piece subject to the life estate of the said Ruth Anna Bloom on the said 50 acre piece. The interest of Ruth Anna Bloom being but a life interest in and to the fifty acre piece, as herein described.

That your orator having set forth all the persons having any interest or claim in and to the described land, and the interest or shares therein, the same being undivided, your orator is entitled, and has a right to have a partition of the said described lands and having set forth these facts, desires and requests a partition of the said described real estate, in order that the respective shares and proportions in said land may be allotted, and if the said land cannot be properly divided in the respective pirparts for each of those interested herein then the same to be sold and the money derived therefrom to be divided among the parties as their interests appear.

Therefore your orator prays for equitable relief as follows

1st That the Defts herein may be required to appear and answer the matters and things herein complained of by your orator.

2nd That your Hon. Court issue a Commission in partition, directed to a Master, or a master and Commissioners, to divide and partition the lands and tenements into purparts wherein the same are properly divisable respectively according to the rights of the parties as their interests appear, and as provided by the Act of Assembly in such case made and provided, and that the purparts or shares allotted to each herein shall be held and enjoyed by the several parties, and that the honorable Court make such order and decree on the premises as shall be necessary and proper for the equal division and partition of said property and for the execution and delivery of such deed or deeds of conveyance, for the purpose of vesting a full and complete legal title of the purparts to whom the same shall be allotted.

3rd That if the said lands cannot be divided without prejudice to, or spoiling the whole, and the parties hereto refuse to take the same at the price or valuation that shall be fixed thereon, that the Honorable Court will afford such relief as shall be necessary, and as is provided by the Acts of Assembly in such case made and provided, to wit; to obtain an order of sale on the premises aforesaid and to direct the execution and delivery of a deed or deeds of Conveyance to the purchase or purchasers upon such terms and conditions as the Court may direct.

4th. Such other and further relief as your orator is entitled to.

Rentz & Rentz, Attys for Plff

To the Defts within named.

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill

Contd on Page 96

in equity, to enter a written appearance to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pa specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro Confesso and a decree made against you in your absence.

Pentz & Pentz. Attys for Plff

June 14-1927 Bell Boulton & Forsyth attys enter their appearance for the defendants. By paper filed.

Now June 7, 1927, served personally on the Defts. Ruth Irwin, James Irwin, Mable C. Bloom, Monroe Bloom, Edith McFadden & Earl McFadden & Ruth Anna Bloom by handing to each an exact copy of original Bill of Complaint. Now, June 25, 1927, served personally on the Defts. Hugh Way by handing to him an exact copy of the original Bill of Complaint. So Answers, Percy E. Smith, Sheriff.

Now August 1. 1927 it appearing to the Court that all of the Defts have been duly served with Bill of Complaint and appearance entered thereon by Messrs Bell Boulton & Forsyth. Attys but that no answer thereto has been filed by any of the said Defts. within 30 days from the date of service of the said bill upon them. On Motion on Pentz & Pentz. Attys for Plff. it is ordered adjudged and decreed that the bill of Complaint be, and the same is hereby taken as confessed, by the Defendants and it is thereupon further decreed that partition be made for the lands mentioned in the bill of Complaint among the parties therein named in proportion to their respective interests therein. And the Cause is referred to W. A. Hagerty Esq. as Master to divide and partition the said lands into purparts and to value the same, and to ascertain the amounts that shall be paid or charged thereon for owelty, or which shall be paid or secured to the parties to whom no purparts can be allotted; and after such partition and valuation to award and allot the said purparts to and among the parties entitled, together with the sums to be charged thereon and payable as and for owelty of partition and in case the Master shall find the lands cannot be divided into purparts without prejudice to or spoiling the whole, the master shall place a valuation thereon, and report the same to the Court, and thereupon, upon order of Court to issue a rule on all parties in interest, to appear before the master, on a day certain, to refuse or accept the said real estate at the valuation placed thereon by the Master put in bids for the same, or to show cause why the same should not be sold, and, on the return of said sale, shall award and allot said lands to the acceptant or highest bidder, together with the sums and charges thereon and payable as and for owelty or partition, and if the premises cannot be conbenently divided into as many parts as there are persons entitled, to award and

Contd from Page 96

allot the amount or sum to be paid or secured to them respectively the times when such payments shall be made and the purparts out of which the same shall be payable.

The Master herein appointed shall make report to this Court on the 1st Monday of October, 1927 By the Court,

A. R. Chase P.J.

Aug 3 1927 Copy certified to W A Hagerty

Sep. 29-1927 Agreement of parties filed.

Nov 21, 1927 Petition of W A Hagerty atty. Master, filed.

Now Nov. 19. 1927 within petition read and considered and the said Master is hereby directed to advertise to sale by public outcry at the Court House in the Borough of Clearfield, Penna. after having advertised the same for six each three weeks in the Clearfield Republican and the Raftsman Journal, two weekly newspapers of general circulation published at Clearfield, Pa and make return thereof to the said Court as provided by the act of Assembly. Bond to be given in the sum of $5000.00. By the Court. A. R Chase P.J.

Now Dec 12, 1927 Bond filed and approved by the Court in sum of Five Thousand Dollars with National Surety Co. of Clearfield Co. as surety

Jan 20 1928 Return of Sale and Order of Court filed.

The Master appointed by the said Court in the above stated case respectfully reports and did expose the following described property to public sale on Dec. 16. 1927 as follows:-

All those two certain lots or pieces of ground situate in the Twp of Pike, County of Clearfield and state of Penna the same being bounded and described as follows:-

The First Thereof: bound on the North by lands of G. O. Goss; on the East by the Twp Road thence on the So by the Twp Road; and on the West by other lands of Sally Jane Way. Said piece or parcel of land being subject to the life estate of Ruth Anna Bloom as set out in the will of Thomas Bloom recorded in Will Book Vol. D Page 468. Above described land Contany 50 acres more or less.

The Second Thereof: Being bounded on the North by lands of the McNaul estate; thence on the East by the above named 50 acres; thence on the South by the Twp Road; thence on the West by the Twp road. Contany 60 acres more or less. Being the same premises which the said Thomas Bloom in his above mentioned will devised to his daughter Sally Jane Way now deceased.

And sold the same, the First Thereof being subject to the life estate of Ruth Anna Bloom, under the will of Thomas Bloom, to Ruth Irvin, Mable C. Bloom, Hugh Way and Edith McFadden for the price or sum of $3500.00. Said above named purchasers were the highest and best bidders therefore and the price above stated was the highest and best price bid for the said properties as a whole. Said pieces or parcels of land being used as one property

All of which is respectfully submitted for the approval and confirmation of the Court. W. A. Hagerty Master

Decree:- And now 23rd day of Dec. 1927 the Court having read and considered the return of the order of sale, on motion of Reitz and Reitz for the Plff it is ordered and decreed that the sale set forth in said return be and the same is hereby ratified and confirmed and that the Master, having entered security duly approved by said Court, upon receipt of the purchase money, to execute and deliver to the said purchasers as set out in the said returns, a Deed of Conveyance in fee simple and thereupon

Contd to Page 119

Sept Term 1927

Arnold + Platt

June 1

Rec'd
" motion
" Des

2.50
50
1.00
4.00

June 8 - 1927
Recd of Jeff #4.00
~~Clk Stds Stated~~
Geo W. Paulston
Pro

John R Swartzle
Joseph Roessner +
Wilson Sneal,
doing business under
the name of
Routch + Swartzle
Company. Defts

5

Lever F. Stewart
+ Stewart Clinic
Inc. a Penna Corp

June 1, 1927 Bill in Equity

Your orators Complain and say

That on the 26th day of Sept. 1916 Samuel C. Stewart was the owner of two certain lots or pieces of land situate in the Boro of Clearfield Co. of Clfd and State of Penna, bounded and described as follows The first thereof being a part of what is known in the general plan of lots of Clearfield Boro as Lot 45 begining at a point on the east side of a public alley where Lots 45 and 44 Corner of said alley thence east along the line between said lots 60 feet; thence south by a line parallel with the alley 60 ft to Locust Street, thence west by Locust St 35 ft to eastern line of lot of Central Pennsylvania Telephone Supply Co.; thence Northerly along the line of said lot of the Bell Telephone Company 50 ft thence west along the lot of Bell Telephone Company 25 ft to alley; thence along line of alley N. 10 ft to place of begining.

And the second thereof being a part of Lots 44 and 45 in the generde plan of Clearfield Boro. begining at a point on an alley where Lots 45 and 44 Corner thereon thence north along said alley about 90 ft to lot of W. S. Piper; thence along said lot east 60 ft to post; thence S. by a line parallel to the said alley to Lot 45; thence west along line of Lot 45 about 60 ft to alley and place of begining. having thereon erected a garage building.

That on Sept 26. 1916. Samuel C. Stewart entered into a written Contract with Geo. A Routch and John R Swartzle trading and doing business under the firm name of Routch + Swartzle, which agreement was duly executed by the parties and a true and correct Copy of which is annexed hereto and made a part hereof and marked Exhibit "A".

That the aforesaid agreement was executed by the parties and in pursuance thereof the said Routch + Swartzle took possession of the described premises and erected a new building on the first described premises and connected it with the building standing on the second described premises. In Consideration of the erection of the new building Samuel C Stewart paid to Routch + Swartzle Three Thousand $3.000.00 in accordance with the terms of the agreement.

Samuel C Stewart died March 11. 1918.

and the title and ownership of Samuel C. Stewart in the premises described in said agreement, subject to the lease and agreement aforesaid became vested in Lever F. Stewart, one of the Defts as appears by deed of Blanch Stewart et al dated July 29, 1919, recorded at Clearfield, Pa in Deed Book 235, Page 471 and Lever F. Stewart by deed conveyed said premises to the Stewart Clinic, Inc a Penna Corp having its principal place of business at the Boro. of Clearfield, Clfd Co, Pa and of which said Corporation the said Lever F. Stewart is President and the directing head.

That on June 1, 1927 Lever F. Stewart, one of the Defts did cause and procure certain person, or persons, among whom was Hugh Jeffries, of Du Bois Pa to come to the place of business of Rentch & Swartzle, in Clearfield Boro, at about the hour of 12:30 A.M. and did cause the said persons to request Burtis Lansberry, an employee of the Plffs, at the time being in charge of the premises, to come out from the premises occupied by the Plffs and examine the motor vehicle thereto driven by the persons so induced by the said Lever F. Stewart. That upon the said Burtis Lansberry leaving the building and premises for the purpose of examining to motor vehicle aforesaid, the said Lever F. Stewart did enter the building and premises so as aforesaid leased, and did close and lock the door thereof.

That the Plffs use and occupy the said premises for the purpose of conducting what is commonly called a Garage business, consisting of the selling of new and second hand motor vehicles the sale of automobile accessories, the sale of gasoline and oil, the repair of motor vehicles and the storage for hire of Motor vehicles.

Wherefore, your Orators need equitable relief and pray:-

That a Preliminary Mandatory Injunction issue, requiring the Defts to restore the status quo of the possession of the premises so occupied by the Plffs, prior to the First day of June, 1927, so that the Defts deliver possession thereof to the Plffs.

That in Injunction issue, Preliminary now to be made perpetual on hearing had, enjoining and restraining the Defts their and or his or its servants, agents and employees from in any wise depriving the Plffs of the possession of the premises heretofore occupied by the Plffs under the terms of the Agreement of Sept 26, 1916, said premises consisting of the Garage Building, located on Locust St in the First Ward of the Boro of Clearfield, till and until the Defts have established their right at law to the possession of the said premises.

Such other and further relief as equity shall require for the just protection of the Plffs.

That the Plffs be awarded damages for the unjust and unlawful detention of the possession of the premises aforesaid by the Defts and for the interference with, stoppage and deprivation of the Plffs business, and the damages flowing therefrom.

That the Plffs be awarded the costs of this proceeding.

And your orators will ever pray.

Walter Welch, Arnold & Platt, Solicitors for Plffs

Contd Next Page

John R. Swartzle vs Lever F. Stewart No 5 Sept T. 1927

To the Defts within named:-

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County Pa, specifying therein a place and place, within said County, where papers, process and notice may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the abermente of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence

Walter Welch. Arnold + Platt. Attys for Compliant

Now June 1. 1927 service accepted by Copies by Bell Boulton + Forsyth Attys for Lever F. Stewart + Stewart Clune Clune

June 2. 1927 Motion to dismiss bill filed with service accepted June 2. 1927 Peffer by Walter Welch + Arnold & Platt Peff attys

June 9. 1927 Agreement + Order of Discontinuance filed

It is agreed between Bell Boulton & Forsyth. Attys for Deft. and Walter Welch + Arnold + Platt Attys for Peff that the above case be discontinued. Bell. Boulton & Forsyth Attys for Deft. Walter Welch. Arnold + Platt. attys for Peff

And now June 9. 1927 above agreement approved and leave granted to discontinue. By the Court A R Chase P.J.

Ec. die. Prothonotary is directed to mark the above action discontinued Arnold + Platt. Attys for Peff

Contd

Contd from Page 93 Elizabeth Hendricks vs M. M. Schaney #3 Sept T. 1927

Now June 1927 served personally on the Deft. M. M. Schaney by handing to him three true and attested copies of the original Bill of Complaint and making known unto him the contents thereof. So ans Percy E. Smith, Shff

June 7. 1927 By paper filed Beel Boulton & Forsyth attys enter their appearance for Deft.

Now July 2. 1927 on Motion of Beel Boulton & Forsyth attys for Defts. the time for filing answer is enlarged to the 1st Monday of August A D 1927 By the Court A R. Chase C J

Aug 4-1927 Answer of Deft filed.

Aug 8. 1927 served on us by copy Rentz & Rentz attys for Plff.

Oct 24. 1927 Testimony filed

Dec 9. 1927 On Argt List

September Term 1927

B.B.+F.	F. Gurney Smith	June 10 1927 Bill in Equity filed 3 Copies Certified to Shff. The Orator Complains and says:- That on the 7th day of June 1927 and for many years prior thereto, your
June 10	6	orator was the owner of certain lot of land situate in Lawrence Twp. Clfd Co. Pa. which is bounded on the East
Walter Welch	David S. Evans	by West First St. on the West by an alley on the north by the land of W Elbridge
		Brown and on the So. by a strip of land
		which is sometimes called Hill St.
Fee By atty 6-20-27 (DOCK 3103)	2.50	the premises of the orator by 60 ft fronting
" Copies	.50	on West First St and extending back by parallel
	.50	
	.50	line by 200 ft to an alley.
Shff Smith	4.20	That upon the said lot your orator has
R F Hite (DOCK 3102)	4.60	erected a dwelling house, garage and other
Fee	.50	improvements and has devoted much time
"	.50	and expense to the care and beautifying
"	1.00	
Peff Writ Bill (DOCK 3103)	16.48	of said property.
	31.28	That the said lot of land was originally
July 6-1927 Rec'd of Def't $31.28/100 costs stated Geo W Ralston Fee.		a part of the lands of Richard Shaw Est. of which a general plot was long ago made indicating lots, streets, and alleys as appears by plot filed in the office of the Recorder of Deeds for Clearfield Co. Pa on the 8th day of Nov. A.D. 1881. and which is found in Deed Book 20, Page 222. and which is hereby made a part hereof by reference.
		That the said lot of land is also a part of a subdivision of the Richard Shaw by which lots here plotted and located in accordance with such replotting
		That upon the plot of the Richard Shaw lands there appears a strip of land lying So. of the land of your orator, which strip is of undefined width and is called, on said plot, Hill St and extends from River St to W Sec St.
		That the said strip of land has never been accepted as a public highway nor have the road authorties of Lawrence Twp taken any action to make the said strip one of the highways of the Twp
		When your orator went upon his property about the year 1914. and proceeded to improve the same this strip of land was unused except as some person casually passed over it. and for much of the year it was practically unusable and a Considerable portion thereof still remains wet muddy and unfit for ordinary travel.
		Since the making of the plot of the Richard Shaw Est. to the present time, this strip

between West First St and W. Sec. St had only casual use but for some incidental traveller, and has remained unimproved except where improved by your orator for the convenience of his own property.

To enable your orator to have convenient access to his garage and that portion of his lot near the alley, your orator, as an adjoining owner proceeded to improve the strip of land from W. First St. to the alley, and caused a part of said strip of land approximately in the central part thereof, to be filled with cinders so as to afford a convenient driveway thereon, and also for such person as occasionally travelled along said strip.

On the 7th day of June A.D. 1927, the Deft with his agents and employees came upon the said strip of land cut down and removed therefrom a tree which had been growing on the said strip of land to of the land of your orator, for upwards of thirty years, and which afforded shade and was a source of pleasure to the orator as an adjoining owner.

Your Orator is advised that he is without adequate remedy at law and therefore needs equitable relief and prays

That an injunction be issued preliminary now and permanent hereafter, restraining said Deft David S. Evans, by himself, his agents and employees from interfering with and changing the present status and condition of the said strip of land.

That the Court grant such other relief as justice and equity may require.

That the Deft be required to pay the costs of this proceeding and he will ever pray. Bell Boulton & Forsyth Attys for Deft.

Now June 10. 1927 served personally on the Deft. David S. Evans by handing to him three true and attested copies of the original Bill of Complaint and making known unto him the contents thereof. So answers Percy E. Smith Sheriff.

Now. June 10. 1927 this matter having been heard by the Court and under the Conclusion arrived at by the Court the Plff is entitled to the preliminary injunction prayed for, that is, the defendant is restrained from in anyway interfering or Committing any affirmative acts of whatsoever character upon the property in Controversy by way of attempting to make any changes on the same whatever of its present Condition. By agreement between the Plff and the Deft himself this preliminary injunction to Continue until Monday June 27th at 9 o'Clock A.M. at which time the parties to be heard by the Court to determine whether or not the injunction should be permanent or not.

It is further ordered and directed that the Supervisors of Lawrence Township be subpoenaed to appear before the Court as witnesses at the hearing of this cause. By the Court

A. R. Chase C.J.

June 10. 1927 Bond in sum of $100.00 filed by Plff.
June 24-1927 Walter Welch atty enters his Appearance for Defendant.
June 24-1927 Defendants Answer filed; 6-24-27 Service Accepted by Copy for plff by B. B. & F.
July 11-1927 Opinion filed.

September Term 1927.

W.A. Hagerty	Marie Dersin		July 12 1927 Bill of Discovery filed
			Marie Dersin brings this bill
			against Charles E Roach of Houtzdale
	7		Pa and therein complains and says:
			That Charles E Roach issued a search
			warrant on July 9 1927 to search the
Arnold & Platt	Charles E Roach		residence of Marie Dersin living at Atlantic
			Post Office address Houtzdale Pa. The
	Pro	2.50	search was made and nothing was
	"	.50	found.
	"	1.50	The search warrant was issued
	Shff Smith	9.30	illegally as it was not based upon a
	Pro	50	sufficient affidavit.
S	"	50	It was illegal as it was not based
		50	upon sufficient probable cause.
7-8-27		50	The warrant was void on its face as
		15,80	there is no description of the goods to be seized.
			The warrant was on blanket form.
			In order to sue Chas E Roach it is
			necessary to have the affidavit on which
			the wadrant was sued out in order to
			make out the statement of Claim and
Bill to			to secure useful testimony
			This affidavit is in the possession of
			Charles E Roach and when asked for the
			information on July 12 1927 he refused and
			said it would be suicide to surrender the
			affidavit.
			That the Plff needs equitable relief
			and without the same will be wholly
			unable to bring the action of trespass for
			the unlawful search against Chas E Roach
			Wherefore she prays:
			That the Deft Chas E Roach may by answer
			under oath or affirmation make discovery
			of the affidavit or information on which a
			search warrant was issued on Marie Dersin
			July 9 1927.
			That the Deft Chas E Roach may answer
			under oath or affirmation make discovery
			of all papers on which he based probable
			cause for issuing the warrant on July 9.
			1927 against Marie Dersin W.A. Hagerty
			And Now this 12th day of July 1927 Rule
			scire facias issue sec. leg. requiring the Sheriff
			to make known to the Defts that they be
			and appear on the first Monday of Aug. 1927.
			to answer this bill and all such interrogatories
			as shall be propounded to them, or show
			cause why they should not. and abide
			the judgment of the Court in the premises
			By the Court A.R. Chase P.J.
			July 12 1927 Writ issued. (1 Copy certified to Shff)

Contd from Page 104

Now July 18. 1927 served personally on the Deft Charles E. Roach by handing to him a true and attested copy of the orrginde Scire Facias on Bill of Discovery and at the same time handing him Bill of Discovery and order of Court and making known unto him the contents thereof. So ansvders Percy E. Smith Shff.

July 26. 1927 Answer raking preliminary objections filed with service accepted July 28. 1927. by W. A. Hagerty. Atty for Plff.

July 26. 1927 Motion to amend filed with service accepted July 28. 1927. W. A. Hagerty. atty for Plff.

Aug 6. 1927 Opinion and decree filed

Now, Aug 5. 1927 Chas. E. Roach Justice of Peace, Deft. herein, is ordered and directed to permit the plaintiff herein or any other person representing the plaintiff to examine the Complaint made on which the search warrant was issued in this case, at any reasonable time.

It is further ordered and directed that Clearfield County pay the Costs of this proceeding. No witness fees to be fixed by either the Plff or Deft.

Exceptions noted and bill sealed to the Deft.

By the Court. A R Chase P. J.

September Term 1927

A M Liveright Solicitor for Clearfield Co.	In re: Estate of Nan Park, a dependent.	July 21. 1927 Certificate relating to Nan Park. Charge on Clearfield County Poor District. Now July 21. 1927 we the undersigned Commissioners of Clearfield County Poor Dist do hereby certify that Nan Park is a charge on the Poor District of Clearfield County being confined in the Danville State Hospital at Danville Penna on account of her mental condition. The Equitable Gas Company is the owner of a lease on the J K Park Heirs tract of 133 acres in Plum Creek Township Armstrong County Penna having obtained title to same by assignment from Elderton Oil & Gas Company. One gas well has been drilled on this tract of land and the money royalty is being paid to the Park Heirs $33.36 of which is paid to Nan Park by voucher annually and mailed to her at Westover Clearfield County Pa. It being the desire of the Commissioners of Clearfield County Poor Dist. that her income be applied to her support. J. E. Dale T R Weiner B W McCracken
July 21.	8	
Pro.	2.50	
Bill to Co		July 21. 1927 Certificate of the Poor Directors of Clearfield County as to Chargeability. We, Jeske Dale, T. R Weiner and B W McCracken, Poor Directors of Clearfield County, hereby certify that Nan Park has become a public charge and that her support & maintenance at the present time in the Danville State Hospital are being paid by the Poor Dist. of Clearfield County J. E Dale, T. R. Weiner, B. W. McCracken Poor Directors of Clearfield County.

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September Term 1927

W. Wallace Smith

Theresia R. Johnson
Anna R. Caldwell
Catherine R. Kurtz
Joseph W. Roessner Jr
Leo G. Roessner
and Mabel M.
Roessner,
Complainants

July 27

vs

Jesse Dale
T. R. Weimer &
B. W. McCracken
Commissioners of
Clearfield County
also Directors
of the Poor Dist
of said County
the Boro. of Clearfield
& School Dist
Clearfield Boro.
& M. M. Overly
Treasurer of
Clearfield County
Respondents

A. M. Leveright

Jno M. Wray
Asst Leveright

Jas. P. O'Laughlin

July 27 1927 Bill in Equity filed

The Complainants herein respectfully complain and say:-

The Complainants Theresia R. Johnson, Anna R. Caldwell, Catherine R. Kurtz, Joseph W. Roessner, Jr. Leo G. Roessner, and Mabel M. Roessner are the owners of the property herein more particularly described their title thereto being derived by inheritance from Theresia Roessner and by various interme diary Conveyance

The respondents Jesse Dale, T. R. Weimer and B. W. McCracken are the Commissioners of Clfd Co. & by virtue of said offices are also the Directors of the Poor Dist of said Co. & M. M. Overly is Treasurer of Clearfield Co.

The Boro. of Clearfield is a duly incorporated Boro. under the laws of the State of Penna & the Boro. for whose benefit a part of the taxes hereinafter referred to were levied.

The School Dist of Clearfield Boro is the school district comprising the territory of Clearfield Boro. and is the school Dist for which the school taxes constituting a part of the taxes hereinafter mentioned were levied.

The School Dist of Clfd Boro is the school district comprising the territory of Clfd Boro. & is the school Dist for which the school taxes constituting a part of the taxes hereinafter mentioned were levied.

Theresia Roessner was at the time of her death in the year 1912 the owner of a number of Contiguous properties consisting of various parcels of real Est and buildings situated partly in the first ward and partly in the Fourth Wd. the said property was used as a brewery until the prohibition by law of the manufacture and sale of intoxicating liquors which became effective in the year 1919.

In the year 1923 the following assessment was made $15,000.00

During the 1923 the Clearfield Trust Co. instituted & carried to Completion a proceeding to foreclose a mortgage upon the greater portion of the premises included in assessment for year 1923, and at the Shff's sale held in pursuance thereof the Clearfield Trust Co. became the purchaser of the mortgaged premises that such foreclosure & sale were consummated in the deed of Thos. J. Lowell Shff to the

7-29-27
Pro by atty 2.50
" 1.00
" Disc 1.00

Aug 22 1927 Rec'd of Peff atty
Costs Pro 2.00 as taxed
Geo. R. Ralston, Pro

Clearfield Trust Co. dated Nov. 13. 1923 recorded in Clearfield Co. in Deed Book 198 Page 255

By reason of the conveyance mentioned there remained upon Jan 1. 1924 and at this time in the ownership of the heirs and devisees of Theresia Roemer only the following described portions of the property included in the assessment in the year 1923:-

All that Certain lot described as follows:- Beginning at an iron pin on the So. boundary line of land of the Clfd Gas Co (now Penn Public Service Corp) said iron pin being distant 253.4 ft, measuring along line of said Gas Co, from another iron pin the Southeast Corner of land of the Elk Tanning Co. thence along said boundary line N. 85° 32' W. 60 ft more or less to line of lands of Clfd Brewery Co. thence by line of said Clfd Brewing Co. N 3° 19' E. for a distance of 99 ft more or less to the right of way of P. RR Co. thence along said right of way in a Northeasterly direction for a distance of 80 ft more or less to iron pin in said right of way line; thence along line of Clfd Gas Co. S. 30° 19' W. for a distance of 145.7 ft more or less to an iron pin, the place of beginning. Containing about 1/6 of an acre more or less

All that certain lot fronting 26 ft on Daisy St & 60 ft running in a triangular shape along the streets distance of 60 ft and 12 ft wide at rear of said lot being the piece of lot of land Carved out of the Deitzel lots by reason of the opening of Daisy St said lot having a small dwelling house thereon

That during the month of Sept. 1923 the Commissioners of Clfd Co. issued to Alex Adam as Assessor for 1st Wd their warrant to make an assessment of the properties therein for yr 1924; and in pursuance thereof said Alex Adam made and returned the assessment of properties in said Wd for year 1924

That said assessment for year 1924 included an assessment of said property identical with that of year 1923 Mrs Theresia Roessner Est.

The assessment book for the year 1924 shows the following revision of the assessment aforesaid. Clearfield Pa Aug 7. 1924. Acting as Assessor of the 1st Wd of Clfd Boro. I have this day made personal investigation of the assessment against Mrs Theresia Roessner Est for year 1924 which is assessed as follows. Mrs Theresia Roessner Est for year 1924 which is assessed as follows: Mrs Theresia Roisbner Est. $15.000.00 this being the amount fixed by the assessor during the last period of revision for taxes a separation being necessary in order that the owners may be charged with taxes proportionate to their ownership. I hereby revise the assessment as follows Brewing plant. Reed St Brew House Ice plant, stock house, bottling house and office to Clfd Trust Co $8750.00 dwelling house. barn to Roessner Est $5.00.00 house at top of hill to J. Litman $750.00 (signed) Wm M. Bayce

That the said William M. Bayce although sworn as assessor at or about the time of the said revision of the Theresia Roessner Est taxes, did not accept said office and did not perform the duties thereof, to wit the making of assessments for the Fifth Wd of Clearfield Boro. that the assessments in said Dist for the year 1925 and the following year were made by Alex Adam in furance of the warrant of Co. Com. duly issued to him and the warrants for succeeding years have likewise been issued to persons other than the said Wm M. Bayce

Contd on Page 110

Contd from Page 109 Theresia R. Johnson vs Co. Commissioners

The said change in the assessment for the year 1924 was made without notice to the Complainants or to any of the owners of said property and your Complainants had no Knowledge thereof until demand for the tax based on such assessment was made by the Collector

The division of the total assessment of 15.000 so that $5500 thereof remained assessed upon the premises owned by the Complainants was inequitable and unfair to the Complainants and resulted in imposing upon them a larger share of the total tax than they should have been required to pay that said assessmuch of $5500 upon their remaining property was excessive and out of proportion to the assessed values of other property situated in said Wd of Clearfield Boro.

Your Complainants are advised and believe that the revised assessment made by Wm M. Bayer on any 7. 1924 for year 1924 is irregular and illegal by reason of the fact it was not made during the period fixed by law for the making of assessments for that year. that it was made by a person without authority to make or revise any assessment for the year 1924, that said action was without notice to the owners, and that said revised assessment was otherwise made without Compliance with the requirements of the law with reference to the making of assessments,

Thereafter the Collector of Taxes of Clearfield Boro. made a return of the taxes for year 1924 based upon said assessment. the same amounting to $441.81 to the Treasurer's Office of Clearfield County that said taxes except the sum of $80.55 which was paid by one of the Complainants Theresia R. Johnson upon her share thereof remains unpaid and a lien upon said real Estate and have been certified to the County Treasurer for the purpose of sale,

Your Complainants therefore pray that they be grants equitable relief as follows;

That the respondents be enjoined from any proceeding for the Collection of the taxes for the year 1924 so returned either by proceeding against the premises or against the owners thereof.

That the return of said taxes for the year 1924 be stricken from the records of the Commissioners Office of Clearfield County

Such other relief as may be required by equity in the premises

W. Wallace Smith, Solicitor
for Complainants

Now July 27. 1927 Service accepted for the County Commissioners
Per L. C. Norris. Clerk

Dec 30 - 1927 Service accepted for School district of Clearfield Boro
by Am Limaugh Solicitor

July 30-1927 Service accepted for Borough of Clearfield + Prothy directed to enter my appearance for the Borough
Jno M Irwin atty for Boro

July 30 1927 By paper filed: A.M. Liveright for defts named enters his Appearance for Defendants Viz. Clearfield County Commrs Sconors. Clearfield County, & School Dist Clearfield Borough, & Clfd County Poor Dist,

July 30. 1927 Service accepted for M. M. Overly. County Treasurer and appearance entered on his behalf. Jas. A. O'Laughlin Atty for Co Treas.

Now Aug 22. 1927 the Bill in Equity filed in this Case having alleged irregularities in the assessment of the property of the Complainants for the year 1924, which if sustained would invalidate the entire assessment and return of taxes upon the real estate of Complainants for that year, and the Complainants and respondents having agreed that in order to Compromise the Controversy with reference thereto and, in view of the disputed questions of fact and law involved, that a decree be entered by the Court with the Consent of the parties providing for the payment of taxes for said year 1924 upon said property on the same basis as assessed during the following year 1925, and Counsel for the Complainants and the several districts interested in the taxes in Question being present in Court to wit, W. Wallace Smith, Esq. Counsel for Complainants, A.M. Liveright, Esq. solicitor for Clearfield County and for the School Dist of Clearfield Boro, and John M. Urey, Esq. Solicitor for Clearfield Boro, and all of said Counsel joining in the motion for this decree, and it appearing that the effect of such settlement will be the payment of taxes upon the basis of a fair assessment value for said property, the Court therefore Orders and Decrees;

(1) That the taxes for the year 1924 upon the property involved in the assessment and return for the year 1924 of the Theresia Roessner Est in the 1st Wd of Clearfield Boro be paid to M.M. Overly, Treasurer of Clearfield County within ten days hereafter, upon a calculation of said taxes on the basis of an assessment of said property at the sum of fifteen hundred ($1500) dollars

(2) That payment of the taxes as set forth in the preceding paragraph shall be in full of the assessment of taxes upon said property for the year 1924.

(3) That said calculation shall be without interest by reason of the delay in making payment thereof and that the Complainants shall pay the Costs of this proceeding

(4) That the respondents be and they are hereby forever enjoined from collecting any part of said 1924 taxes as heretofore assessed and returned against the Theresia Roessner Est in the First Wd of Clearfield Boro, except the payments set forth in the preceding paragraphs hereof

(5) That upon payment of the amount provided for in this decree the Treasurer of Clearfield County and the Commissioners of Clearfield County shall cause the records of the assessment and return of taxes herein before referred to to be marked satisfied. By the Court A.R. Chase. P.J

September Term 1927

W.A. Hagerty	Sarah Runk		Aug 4. 1927 Petition filed
			The Plff complains and says;-
			That David Sackett was the owner
Aug 4		10	of a certain lot or piece of ground situate
			on Locust St in the Fifth Wd of the
			Boro. of Clearfield said lot being known
Bell Boulton v. Dorsyth	Geo. D. Runk		as lot #91 in the plot or plan of the
			said borough which property was conveyed
			to the said David Sackett by A.B. Reed
			by deed dated May 8. 1847 but not recorded.
	Pro	2.50	That Deivd Sackett died during the
	"	50	year of 1854 intestate, leaving to survive
	"	50	him a widow Phoebe Sackett and three
	Plff. Smith	4.40	children namely; Fred Sackett. Mary Sackett
8-22-27 Pro		50	now the wife of B.F. Cooper and
		8.90	Sarah Sackett now the wife of Geo. D.
			Runk and the above named petitioner.
			That said premises was occupied by
			said widow and heirs during the term
April 23. 1928 Recd of Plff			of the natural life of said widow.
Costs - Pro $4.50			That said Phoebe Sackett died on the
	Geo. W. Ralston. Pro		twenty first day of Nov. 1901.
			That in order to divide said property
			the heirs of the said David Sackett by
			deed dated Mar 5. 1902. conveyed lot #91 in
			the plan of said Boro. of Clearfield locate
			on Locust St. in the Fifth Wd of the Boro
			of Clearfield to Geo. R. Bigler being the
			same premises conveyed by A.B. Reed to
			said David Sackett by deed dated May 8
			1847.
			That the said Geo. R. Bigler & wife by
			deed dated Mar 6. 1902. entered of record
			June 4. 1925 and recorded in Deed Book
			276 Page 33. conveyed that portion of lot
			#91 to Sarah D. Runk said portion being
			described as follows;-
			Beginning at a point on Locust
			St being the common corner of said
			lot #91 and lot #104, thence along said
			lot #104. N. 172 ft to an alley; thence along
			said alley W. 25 ft. 2 in to post; thence
			So. along line of lot of Emma Sackett 138 ft
			5 in; thence W. 4 ft; thence south
			along line of said Sackett lot 33 ft 7 in
			to Locust St. thence along Locust St
			East 29 ft 2 inches to place of beginning.
			That the above mentioned deed at the
			time it was signed and acknowledged
			by Geo. R. Bigler and wife was made
			direct to Sarah Runk. That afterward
			without the knowledge or consent
			of the said Sarah Runk the said
			Geo. D. Runk her husband went to the
			said Geo. R Bigler and had his name

inserted in said Deed is one of the grantees. That said Deed from the time it was executed and delivered by the said Geo R. Bigler was in the hands and possession of the said Geo D. Runk and that the Plff did not have any knowledge that said Deed had been changed to include the name of her husband Geo. D. Runk until a notice was given that Mechanics Lein was filed by the Boro of Clearfield against said property for the improvement of said Locust St. That after said notice in 1926 was given by the Boro of Clearfield demanding payment, that then upon investigation said Plff discovered that said Deed had been changed to include the name of her husband Geo D. Runk as one of the grantees.

That during all this time said Plff and Deft with their family have had possession and occupied said premises as a dwelling house.

Said Plff avers and charges that the change made in said Deed after the same had been signed and duly executed but not delivered to said Plff, was procured by means of false representation by the said Geo D. Runk to the said Geo R. Bigler, and was wholly without consideration as the said property came to said Plff from the estate of her father Duvid Sackett of whom the said Plff was one of the heirs.

That the said Geo D. Runk has refused to convey his interest in said property to said Plff, wherefore she needs equitable relief and prays:-

That the said alleged deed dated Mar 5 1902 and recorded in Deed #276 Page 35 be decreed fraudulent, void and of no effect and that the Deft be decreed to execute a re-conveyance of his interest in the above described real estate to said Plff.

That the said Deft be enjoined from executing and any transfer conveying to third parties.

Such further and general relief as your Honor may seem meet in the premises Sarah Runk by her atty W.A. Hagerty

To the Deft within named:-

Unless you have already done so, you are hereby notified & required within fifteen days after the service upon you of this bill in Equity, to enter a written appearance, to the term and number stated herein, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pa specifying therein a person and place within said county, where papers, process and notice may be served upon you, and within thirty days after such service you are required to make a full and complete answer, under oath to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso, and a decree made against you in your absence.

W. A. Hagerty Atty for Plff.

Now, August 16, 1927, served personally upon the within named defendant, Geo. D. Runk, by handing him three true and attested copies of the original Bill in Equity and making the contents thereof known unto him. So Answers, Percy C. Smith, Sheriff

Aug 22-1927 By paper filed. Bell Boulton & Forsyth Attys enter their appearance for the defendant reserving all legal objections to Jurisdiction & right of Plff to bring his action

September Term 1927

A.M. Liveright	C. W. Isenberg	Aug 20. 1927 Bill in Equity filed Your orators complain and say That on the 1st day of Sept 1917 there was organized a Coniumbuan law partnership known as the Red Top Coal Mining Company for the purpose of conducting and carrying on the business of mining, shipping, buying and selling coal and other minerals incidentally developed.
Aug 20	"	
arnold & Platt,	S. B. Isenberg & William H. Isenberg	That the partnership together with their respective interests were then and there and still are as follows
	3-12-28 Pro by pltffatty 2.50	S. B. Isenberg one third interest
	" .50	William H. Isenberg one third interest
5-8-28,	Pro. .50	C. W. Isenberg one third interest
	" .50	Said partnership was formed for a
9-10-28	" .50	period of five years from Sept 1. 1917. and
	" .50	was formed under written agreement,
	" 1.00	a true and correct Copy of said agreement
12/11/28	$ 7.00	is hereto attached marked "Exhibit "A"
		and made a part hereof.
	see receipt filed	That S. B. Isenberg is a resident of
Liquidator Costs Total	135.00	the borough of Osceola Mills Clearfield
		County, Penna. that William H. Isenberg
		is a resident of Osceola Mills, Clearfield
		County, Pa and C. W. Isenberg is a
		resident of the City of Oakfield and
		State of New York
April 12. 1929 Recd of Deft Atty		That the said partnership
Costs Atty 2.50 Pro 4.50		now existing and composed of the
Total Recd 7.00	Geo. W. Ralston Pro	individuals hereinbefore mentioned
		and called the Red Top Coal Mining
		Company, is now the owner of two
		lease hold interests in two tracts
		of Coal, as follows; (a) the one thereof
		being for the "A" seam of Coal under-
		lying the Sebastian Kraft and John
		Musser, Jr. tracts of land in Rush
		Twp, Centre County, Penna, which was
		leased from the Kittanning Coal Company
		sometime in the year 1917 or 18;
		(b) the other being for the "A" seam
		of Coal underlying the John Musser Jr.
		and Thomas Grant tracts in Woodward
		Twp. Clearfield County Penna, leased from
		the Kittanning Coal Company by lease
		dated the 31 St day of August, 1920.
		That the two tracts of Coal herein
		before mentioned and identified have
		been well developed by the Red Top Coal
		Mining Company in that there have been
		mines opened into both tracts of Coal
Sept 9-1927 Arnold & Platt enter their		and the necessary mine machinery and
appearance for Defts by paper filed		equipment have been installed so that
		at the present time said mines have

a production capacity of approximately four hundred tons.

That among the equipment and mining machinery that has been brought and installed by the Red Top Coal Mining Company are the following: 1 R.R. sizing, tipple 75 Mine Cars 1-2 Jeffrey Locomotive 5 1/2 tons 1 iron thru Combination storage and pole loco. 5 1/2 tons 1 J. fan 6' diameter. 3 Small Denny pumps. 1 small stine 2 large D. pumps 3 discharge 4 Cutter. 1 L. stine 1 150 K. W. Generator Redgway. 300 tons rail (more or less) 30# 41.6# 1 5 ft. stine fan not working 1 5# Dronton Storage battery (bad shape) Building. 1 tile M. Barn Wood fan house, Blacksmith shop, tile powder magagine, Office fixtures. electric transformers 1 mile 4° trolley wire, Insulation copper wire (1 ton more or less)

That no accounting has been rendered by the said S. B. Isenberg and William H. Isenberg of said business in which they are in charge since Dec 31. 1920.

Wherefor your orator needs equitable relief and prays

That a Decree of this Court issue dissolving the said Red Top Coal Mining Co. a partnership. and winding up its affairs and distributing its assets.

That this Court appoint a receiver or a liquidator for the purpose of winding up and dissolving said partnership and in order to conserve and distribute the assets of the same. the said receiver to have full power under the proper direction of this Court to see and dispose of the assets of said partnership, said receiver to take immediate possession of all of said assets when so appointed.

That upon the appointment of the receiver aforesaid that all partners of the Red Top Coal Mining Co. as well as all other persons acting for them or in their behalf, be restrained and enjoined from having receiving or in anywise disposing of any of the assets and property of said Red Top Coal Mining Co. and further be enjoined and restrained from contracting any bills or indebtedness of any kind for or against the said partnership trading as the Red Top Coal Mining Company.

That the Court decree that S. B. Isenberg and William H. Isenberg account to Plff. and to the receiver who herein is prayed to be appointed. setting forth with particularity all all sums received or expended by the said S. B. Isenberg and William H. Isenberg, managers as aforesaid as well as accounting for all assets in their possession or control by virtue of their managership in said partnership. since the last accounting made to the Plff herein.

Such further equitable relief as to which the Complainant may be entitled. A. M. Liveright & Frank Smith
Solicitors for Plff.

To the Deft within named:-

Unless you have already done so, you are hereby notified & required within 15 days after the service upon you of this bill in Equity to enter written appearance to the term & number stated thereon in the office of the prothonotary of the Court of Common Pleas of Clearfield County Pa. a pen pugnum therein the person and place within said County where papers process and notices may be served upon you, and within 30 days after such service you are required to make a full & complete answer, under oath to each & every averment of this bill If you fail in either respect the bill may be taken pro confesso and decree made against you in your absence. A. M. Liveright & Frank Smith
Solicitors for Plff.

Contd on page 157

Sept Term 1927

Bell, Boulton + Forsyth — Mary A. Campbell

Aug 24 — 12

Walter Welch — Elizabeth A. Bailey

Prv by Plff		2.50
"		.50
"		.50
"	appr	.50
"	ser accept	.50
Shff Smith		4.40
Prv		.60
"		1.50
"		1.50
		13.00

Aug 24 1927 Bill in Equity filed
3 Copies Certified to Shff.

The Plff. Mary A Campbell Complain and says:-

The Plff and Deft are residents of the Third Ward of Clearfield Borough, Clearfield County, Pa

The Plff is the owner of lots of land situate in the Third Ward of Clearfield Borough, Clearfield County, Pa. known as lots 6, 7 and 8 in the plan of lots of Frank Fielding, which plan is recorded in the office of the Recorder of Deeds of Clearfield County, in Miscellaneous Book T, Page 314, which is made a part hereof by reference; which land was conveyed to her by deed of Florence Fielding, dated July 12, 1918, recorded in the office of the Recorder of Deeds of Clearfield County, in Deed Book 229, Page 110, which deed is made a part hereof by reference.

The Deft, Elizabeth A. Bailey, resides upon an adjoining lot of land, which is known as lot No. 9, in the Frank Fielding plan aforesaidd, which lot was conveyed by Frank Fielding to J. T. Bailey, by deed dated Sept 4, 1906, and recorded in Clearfield County in Deed Book 157, Page 139, which deed is made a part hereof by reference.

In said lot No. 9 is described as follows:

All that certain lot of land in West Clearfield, Clearfield County, Pa, bounded & described as follows; Beginning at a post on West Fifth Ave and corner of lot of Clifton E. Cowdricks thence in an easterly direction along the line of said Cowdricks lot 180 ft to a post on an alley; thence in a southerly direction along said alley 50 ft to a post and corner of lot No 8; thence westerly along line of lot hereby sold and lot No 8 180 ft to West Fifth Ave; thence in a northerly direction along said Ave 50 ft to the place of beginning, and being Lot No 9 in Fielding's plot of lots in West Clearfield.

The land conveyed to the Plff by the deed recorded in Deed Book 229, Page 110, is described as follows;

All those certain lots of ground situate in the Boro. of Clearfield, County of Clearfield and State of Penna, bounded and described as follows: Beginny at a post on West Fifth Ave and being the southwestern Corner of Lot No. 9, sold to J. L. Bailey, thence in a southerly direction along N. Fifth Ave 148.1 ft to post, Corner of Lot formerly owned by

Mrs Ladusky: thence in an Easterly direction 180 ft to an alley: thence in a northerly direction along said alley 147.9 ft to corner of said lot No 9. thence in a westerly direction along line of lot No 9. 180 ft to West Fifth Ave. and place of beginning. Being known as Nos 6.7 and 8 on Fielding plan of lots in the Third Wd of Clearfield Boro.

The land owned by the Plff as aforesaid and Lot No 9. occupied by the Deft. here a common boundary line extending from West Fifth Av a distance of 180 ft to an alley

The said Common boundary line is well known and established, and its location on the ground known to the Plff & Deft. and the location of the adjoining lots is well known and established and no actual question exists as to the true location of said boundary line

The Deft. Elizabeth A. Bailey has for more than one year before the bringing of this action persistently trespassed and gone upon the land of the Plff. has erected and for a time maintained a clothes line thereon. has during the year 1927 repeatedly gone upon the Plff's land and cut and removed the grass growing thereon from a strip of Plffs land along the common boundary for a distance of about 75 ft from West Fifth Ave. which strip is of the average width of two feet, has planted bushes upon Plffs land and at this time has planted bushes upon the Plff's land close to the line of West Fifth Ave for a distance upon Plffs land of about six ft from the common boundary line, and has now constructed a cement walk, a part of which walk has been placed upon the land of the Plff for a distance of about 75 ft. having a width of about six inches at the alley which is the boundary of the rear of the premises of both the Plff and the Deft

The trespass by the defendant upon the lands of the Plff. are frequent and successive, and are now, by reason of their Character, continuing and, unless restrained must become permanent, and the trespasses are accompanied by offensive manner, acts and words on the part of the Deft

The Plff has no adequate remedy at law.

Wherefore the Plff needs equitable relief and prays the Court for relief as follows:

That an injunction issue restraining said Deft from trespassing upon the land of the Plff

That a mandatory injunction issue, ordering the Deft to remove from the land of the Plff the bushes placed thereon by the Deft. and the portion of the cement walk erected thereon by her.

That the Deft be ordered to pay the costs of this action

That such other and further relief be granted as the Court shall find equitable and proper. And she will ever pray

Mary A Campbell

By her Attys Bell, Boulton & Forsyth

To the Deft within Named:-

Unless you have already done so, you are hereby notified & required within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pa specifying therein a person and place within said County, where papers, process and notices may be served upon you; and within 30 days after such service you are required to make a full and complete answer under oath, to each

Contd on Page 118

Contd from Page 117 Mary A Campbell vs Elizabeth A Bailey
12 Sept T. 1927

and every averment of the bill if upon fail in either respect the bill may be taken pro Confesso and a decree made against you in your absence
Bell Boulton & Forsyth
Atty for Plff

Sept 1. 1927 By paper filed Walter Welch atty enters his appearance for Defts

Sept 1. 1927 Defts Answer filed

Now Sept 1. 1927 service accepted of the notice of filing of Defts Answer & of the required Copies thereof served on the Plff and personal service waived By Bell Boulton & Forsyth Attys for Plff

Now. Aug 27. 1927 served personally upon the Defft. Elizabeth A. Bailey by handing to her three true and attested copies of the original Bill in Equity and making the Contents thereof known unto her

So Answers Percy E. Smith Shff

Now. October 12th, 1927, it is ordered and directed that upon the plaintiff in this case filing a bond in the sum of One Hundred Dollars as surety to keep the peace during the removal of that partion of the sidewalk that is admitted is upon the property of the Plaintiff the Defendant is directed to remove said portion that may be upon the property of the Plaintiff. However, this removal to be within a period of thirty days from this date and upon the express condition that the bond required herein be provided within a period of ten days from this date. Upon failure to comply with the order of the Court as to a bond within the period herein designated, then the defendant to be relieved from all liability whatever for the removal of said portion of the walk that is upon the property of the Plaintiff.

Further, because of the nature of the testimony in this case, the Court makes no order as to the disposition of the costs.

By the Court,
A. R. Chase, C.J.

Oct. 17. 1927 Deffs Bond filed in sum of $100.00 with Thomas Campbell surety

Contd from Page 97 T. Lawrence Way vs Ruth Davis No 4 Sept T. 1927

the said premises shall be and remain firm and stable forever to the said purchasers. It is further ordered that the said Master shall make distribution of the proceeds of the sale among the various parties entitled thereto and shall duly report the same to the Court for approval and confirmation. By The Court. A R Chase P.J.

Mar. 21. 1928 Master distribution filed.

In re. Estate of Sally Jane Way late of Pike Twp

Distribution Account

Amount of Sale		3500.00
Distribution as follows:-		
To Costs and fees of Master fixed by the Court	265.80	
Attorneys fees allowed Reutz & Reutz	75.00	340.80
Balance for distribution		3159.20

Distribution as follows:

T. L. Way. rent of farm for five years at $80.00 a year		$400.00
Less 2/3 of taxes which is 2/5 of the entire tax assessed		184.06
Due from T. L Way		215.94
T. L. Way's share being 1/3 or	1053.07	
Less rent of farm	215.94	837.13
Bal due T. L Way		$2322.07

of which each heir is entitled to one fourth or $580.51

The four heirs having bid in the real estate at the above named price they would be entitled to pay Cover costs and amount due T. L Way $1177.93 less the amount paid the Master namely $500.00 leaving a balance due from them of $677.93

Now. March 21. 1928. schedule of distribution Confirmed Nisi, absolutely unless exceptions filed within the time provided by act of Assembly By the Court A R Chase P.J.

March 26. 1928 No exceptions having been filed to this distribution, same is confirmed absolutely Geo. W. Ralston Prothy.

December Term 1927

M. Ward Fleming
Edw. J. Thompson

Simon Moyer

Sept 8

1

Bell, Boulton & Forsyth

Joseph Borborich
Joseph Borborich Jr.
Adam Borborich
Michael Borborich

	Pro by Atty	2.50
	" Certd copies	2.50
	Sff Smith	23.00
	Pro.	.50
10-24	Pro	.50
	"	.60
	"	1.50
	"	.50

Sept 8. 1927 Bill in Equity filed & Copies Certified to Sheff.

Your orator Complains & says That he is the owner in fee of a certain farm in the Twp of Cooper County of Clearfield and State of Penna which said farm lies immediately adjoining the farm owned or occupied by the Defts above named in said Twp.

That in order to reach the public highway from his said farm, it was formerly necessary for your orator to cross the lands of the Defts through a lane which had existed as an open right of way for many years last past

That your orator presented his petition to The Court of Quarter Sessions of the Peace in and for the County of Clearfield to No. 2. Feb ss 1926, wherein as prayed that a private road be granted to him and that viewers be appointed to view and lay out the same.

That pursuant to the prayer of the Pff petitioner the Court of Quarter Sessions appointed viewers, who, after notice as prescribed by law, viewed the premises and held their hearing thereon and recommended that the said private road be granted as prayed for

That the said private road was in due course confirmed absolutely by the Court of Quarter Sessions for the County of Clearfield at the Sept ss 1926 and the said private road was forthwith laid out in Conformity with the return of the viewers and the decree of said Court, and your orator proceeded to use and enjoy the same

That on or about the 15th day of May A. D. 1927, the said defendants Joseph Borborich Joseph Borborich Jr, Adam Borborich and Michael Borborich notwithstanding the existence of the private road and the rights of the Pff to use the same, as well as the decree of the Court of Quarter Sessions for County of Clearfield, Closed the said private road by placing piles of stones and rubbish thereon and by building a bridge of such a nature as to render impossible the passage of the Pff team over and along said private road, thus preventing all ingress and egress and every use of the said private road by the Pff and other persons occupying

his premises.

That your Peff. by himself and his Counsel, has repeatedly demanded of the said Defts. that they remove the said obstructions to the use of the said private road and restore to him and the occupants of his premises the full, free and undisturbed use and privilege of the same, as per the order of the Court granting the said private road; but the Defts. have refused compliance with said requests and demands to abate the said obstructions, and still continue so to interrupt the enjoyment of this Peff. in the said private road, and have threatned and still threatens to continue the said interruption and hindrance of said private road, notwithstanding the protests of the Peff

Therefore the Peff needs equitable relief and prays

That the Deft may be restrained by the injunction of this Hon. Court from interrupting and interfering with the private road of this Peff.

That the Defts. may be decreed to pay to this Peff such sum as the Chancellor may decree as his damage for the interruption of the use of the said private Road.

That the Peff. may have such other and further relief, as to your Hon. Court may seem meet and proper.

M. Ward Flemming Solicitor for Peff

Now Sept. 23, 1927, served personally on the Defts. Joseph Barbarich, Joseph Barbarich, Jr. Adam Barbarich & Michael Barbarich, by handing to each one two copies of the original Bill in Equity & making known unto each the contents thereof.

So Answers, Percy E. Smith, Shff.

Now, Oct. 20, 1927 by paper filed Bell, Boulton & Forsyth enter their appearance for the Defendants

Oct 24-1927 Defendants Answer filed; Oct 24-1927 Service accepted thereon & receipt of copy acknowledged by M. Ward Flemming, atty for Peff

Dec 9. 1927 Ou. Arg't Lish

Jan 5, 1928 By paper filed Edward J. Thompson atty enters his appearance for Peff. in place of M. Ward Flemming. Esq

December Term 1927

N. F. Homer	DuBois Laundry Company		November 10, 1927, Bill in Equity filed:-
			To The Honorable A. D. Chase, President Judge of Said Co
			The DuBois Laundry Company, a corporation existing
			under and by virtue of the Laws of the Commonwealth of
Nov. 10, 1927	2r		Pennsylvania, with its principal office and place of
			business in the City of DuBois, Clearfield County, Pennsy
			vania, brings this its bill of complaint, against J. E.
			Barley of the same place.
Centy & Centy	J. E. Barley		And, thereupon, the plaintiff complains and says:
			First: That, on the 6th day of February, 192
			the plaintiff and defendant entered into a written con-
	Pro. By Atty	2.50	tract commonly called a lease, a copy of said contract in
	Pro	.50	its entirety being attached hereto and made a part hereof
	"	.60	and marked "Exhibit A."
	"	1.50	Second: That, by the terms of said contract,
	"	.50	the defendant leased and let unto the plaintiff, the first
		6.10	floor and cellar of what is known as the "DuBois
			Laundry Building" situate at No. 222 North Brady Street
			in the City of DuBois, County of Clearfield, and State of
Feb 2-1928.			Pennsylvania, excepting and reserving from said building the
Recd of Pfaffly Costs			rooms at No. 220 North Brady Street, together with the wash
O & L $3.60			room, boiler room and engine room in the rear of said
Geo W Ralston Pro.			building, and the outbuilding in the rear of said laundry
			building, formerly used as a barn, reserving however, to the
			defendant out of said building, sufficient space in the South
			end of said building to store one (1) automobile, and re-
			serving further, out of said garage building, the West half
			the North half for the use of other tenants in said build
			ing, but all the residue and remainder of said garage &
			former barn to be to the use of the lessee.
			Third: That said lease contract entered into
			between the plaintiff and the defendant further provided:
			"That the lessor (the defendant) shall keep the
			joists and walls of said building in repair and all other alterations
			changes or repairs shall be made by the lessee (the plaintiff)."
			Fourth: That, on or about the 7th day of
			November, 1927, the defendant, without the consent or permission
			of the plaintiff, entered unto the premises known as the garage
			building leased and let to the plaintiff and proceeded to
			make certain repairs, alterations and changes as follows,
			to wit:
			(a) The door in the rear of said building was
			formerly open from the inside and the lock to said door
			was on the inside, also, and defendant has changed the lock
			on said door, whereby it now becomes necessary for the
			plaintiff to open the door from the outside, the doing of
			which in winter weather will incur a great hardship on
			the plaintiff, because of the fact that the ice and snow
			will have to be removed first from the outside of the
			door, where previous hereto, the door could be pried
			open from the inside of said building.
			(b) The defendant has erected a partition
			in the inside of said building which separates entirely the
			portion of the building which is reserved to him in said
			lease from the other parts of said building, where here-

(Continued to Page 123)

#4 Dec T. 1927 - DuBois Laundry Co. vs J. E. Barley - Continued from Page 122.

tofore, the plaintiff had a right of access and ingress through the building to open the door referred to in Paragraph (a) over the reserved space, and the said partition is erected upon the portion of the premises leased and let to the plaintiff.

(c) That, prior to the alternations, changes and repairs herein complained of, entry to said building was obtained through a door in the front, to which the tenant of the reserved space and the plaintiff had a common key, whereby they could enter said building, but the defendant has changed and removed this door and the lock thereon in such way that it is now impossible for the plaintiff to gain access to said building as formerly.

(d) That the defendant proposes and intends, after the completion of the alterations, changes and repairs herein stated, to rent the reserved space, not to other tenants in the building, as provided in said lease, but to outsiders and other persons who have no right in said building.

(e) That the defendant has, on the premises and ground adjacent to the garage building, certain doors and other materials whereby he proposes to change the physical structure of the outside and inside of said building and thereby change the use, occupancy and possession of the plaintiff.

Wherefore, the plaintiff prays the Court for equitable relief and to order and decree as follows:

First: That the defendant may be ordered and decreed to answer this bill.

Second: That the said defendant, himself, and by his agents, servants or employees, be ordered, adjudged and decreed to remove the partition in said building and to restore the door and lock in the rear of said building, and the door and lock in the front of said building, and the building to their original condition at the time prior to November 7, 1927.

Third: That the said defendant, himself, his agents, servants or employee, be perpetually enjoined from making any further proposed repairs, changes or alterations to said building without first obtaining the consent and permission of the plaintiff.

Fourth: That the defendant be restrained and perpetually enjoined from renting the reserved space in said building to other than tenants in said building.

Fifth: And, that the Court may grant such other and further relief as the plaintiff's case may require and to the Court may seem meet and proper.

W. F. Warner.
Attorney for Plaintiff.

To the defendant within named:

Unless you have already done so, you are hereby notified and required within 15 days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place within said county, where papers, process and notices may be served upon you; and within 30 days after such service, you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

W. F. Warner
Attorney for Plaintiff
Schaffner Bldg.,
DuBois, Pa.

Nov. 9, 1927. Service accepted for J. E. Barley.
Penty & Penty
Attys. for Deft.

Nov. 21. 1927 Demurrer filed with service accepted by Copy Nov. 19. 1927 by M. F. Warner atty for Deff.
Nov 28-1927 Deffs Demurrer filed & 11-28-27 Service accepted by Copy by M. F. Warner pltffs atty.
Nov 28-1927 Amendment allowed by the Court and amended bill of Complaint filed & Nov 29-1927 Service accepted by Copy by Penty & Penty deffs attys.
Dec 9. 1927 On Argt List

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December Term 1927

Bell, Boulton, Forsyth	Charles E. Diehl Henry Bowser Frank Belin		Certified to Sheriff: November 22, 1927. Bill in Equity filed:— Three (3)
			To the Honorable A. R. Chase, President Judge of said Court:
			The above named plaintiffs complain and say:
			First: The Smoke Run Smokeless Coal Company is a
Nov. 22, 1927	3		corporation of the State of Pennsylvania, having its principal office
	Smoke Run Smokeless Coal Company		in Clearfield, Clearfield County, Pennsylvania, and its plant and property at Smoke Run in said County.
			Second: W. M. W. Spring of Boston, Massachusetts
			is the President, Bryant of Boston, Massachusetts, is
			the Vice President and John C. Forsyth of Clearfield, Pennsylvania
	Pro. By Atty 11-23-27 check 3276	2.50	is the Secretary and Treasurer of said corporation, and the
		1.50	said persons are also directors thereof.
		.50	Third: The Smoke Run Smokeless Coal Company
	Pro	1.50	is the owner of a large mine operating leaseholds and engaged
	"	.50	in the mining of bituminous coal by a slope mine near Smoke
	"	.50	Run in Clearfield County aforesaid.
	"	.50	Fourth:- The said corporation is the owner of
	"	.50	extensive improvements, in which there has been invested upwards
3-26-28	"	.50	of two hundred thousand dollars ($200,000.00), and owns a large
	" Reversed	10.00	amount of loose machinery and personal property in which
	" Order	.50	there has been invested about fifty thousand dollars ($50,000.00)
		.50	according to the information had by the plaintiffs.
	" Decs	1.50	Fifth: The said corporation is not now pro-
		1.00	ducing coal and is not in active operation of its plant and
		22.00	property.
5			Sixth: The care and maintenance of the pro-
May 2-1928. Recd of Dean H. Bloom & Chas E. Diehl Receivers, $2 2.00 Costs stated by atty 2.50 & 19.50 — Geo W. Ralston, Pro.			perty of the corporation requires constant attention, and the mine
			and property must be cared for or much valuable property will
		1.50	be greatly damaged.
	Pro	1.50	Seventh: The said corporation is without
5/3/28 Rec. Return of sale	Pro	2.00	money or present credit by which to pay claims owing by it
	" per Auditors Report	5.00	or to provide for the protection of its property.
			Eighth: The said corporation owes various
Nov 25, 1928 Recd of Liveright & Smith Check of Receivers for 10.00 being Costs due on audit			sums to corporations and individuals, and plaintiffs are in-
			formed that there is owing probably royalties of twenty-seven
			hundred dollars ($2700.00), wages of four thousand dollars
Geo W. Ralston Pro			($4000.00), concurrent accounts of three thousand dollars ($3000.00),
			and various sums, some of large size not definitely known
			to the plaintiff.
			Ninth: Suits have been brought to W. M.
			Smith, Justice of the Peace by two creditors, judgments obtained
			and executions issued for amounts aggregating upwards of
			one hundred dollars ($100.00)
			Eleventh: It is vital to the interests of the
			whole body of creditors that the property be preserved and
			retained as a whole for the present, and disposed of in such
			manner as to realize as much as possible and the proceeds
			distributed so that all creditors of each class shall share
			alike.
			Twelfth: The plaintiffs are respectively creditors
			of the said corporation substantially as follows:
			Charles E Diehl — about five hundred dollars ($500.00) for wages
			Henry Bowser — about fifty-eight dollars ($58.00) for wages
			Frank Belin — about twenty-five dollars ($25.00) for wages
			They therefore pray that a receiver be appointed

(Continued on Page 125)

for said corporation and that a decree be made for the preservation of the assets of the corporation, except as the same may be administered by the receiver.

As they will ever pray.

Chas. E. Diehl
Henry Bowser
Frank Belin

The undersigned, who are creditors of Smoke Run Smokeless Coal Company, approve of the application for the appointment of a Receiver and pray that a Receiver be appointed for Smoke Run Smokeless Coal Company.

Milsaw Diehl
Ralph Shaw

To The Defendant Within Named:

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said county, where papers, process and notice may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect, the Bill may be taken pro confesso and a decree made against you in your absence.

Bell, Boulton, & Forsyth.
Attorneys for complainants

Now, November 21st, 1927, it is ordered, adjudged and decreed that Dean Bloom and Charles E. Diehl be appointed Receiver of the Smoke Run Smokeless Coal Company until further order of the Court.

It is further ordered that hearing be had on the fifth day of December, 1927, to determine whether or not a permanent Receiver shall be appointed.

It is further ordered adjudged and decreed that the said Dean Bloom and Charles E. Diehl now appointed Receiver, shall take into his custody and control as such receiver all of the assets and property of Smoke Run Smokeless Coal Company, and the said corporation and the officers thereof are hereby ordered and directed to deliver up and surrender to the said Receiver all and every part of said property.

It is further ordered, adjudged and decreed that all persons whatsoever be enjoined and restrained from any interference with property of the said corporation in any manner whatsoever and that all persons be restrained and enjoined from taking possession of any of said property or in any manner whatsoever hindering or interfering with the possession, custody and control of said Receiver.

By the Court, A. R. Chase, P. J.

November 22, 1927. Answer filed by John C. Forsyth, Sec. & Treas. of Smoke Run Smokeless Coal Company.

Dec 5. 1927 Supplemental order of Court filed

Dec 5. 1927 the time appointed for a hearing to determine whether the appointment of receivers of Smoke Run Smokeless Coal Company shall be made permanent, having arrived, and all parties in interest having appeared before the Court in person, or by Counsel, and a request having been made on the part of the Defts that the hearing be continued until a later date, it is so ordered, and an adjourned hearing for the purpose indicated is fixed for the 19th day of December, 1927, at 10:00 o'Clock A.M.

It is further ordered adjudged and decreed that Dean H. Bloom and Charles E. Diehl who were appointed temporary receivers of Smoke Run Smokeless Coal Co. by order of this Court dated Nov. 21, 1927, and they hereby are Continued in that capacity and office with all powers and any rights expressed in the

No 3 Dec T. 1927 Chas E. Diehl et al vs Smoke Run Smokeless Coal Co.

Court's original order, provided that they forthwith give bond in the sum of Two Thousand ($2,000.00) Dollars with corporate security to be approved by the Court, conditioned that they shall well and truly perform the duties of their office and duly account for all moneys or property that may come into their hands and abide by and perform all things which they shall be directed to do by the Court.

Said receivers are expressly authorized to employ such agents and assistants and Counsel as may be necessary for the effectual discharge of the duties by this order conferred and to expend such sums as may be necessary for the preservation and security of the assets Committed to their custody and control by virtue of their appointment which disbursements and expenditures shall be a first and prior charge against the property entrusted to their care and custody and or proceeds of any sale or distribution thereof authorized by the Court.

Pending the appointment of permanent receivers, if such appointment be made, and the designation of two appraisers as prescribed by rule 46 of the rules of equity practice, the receivers are requested to make a survey of the property Committed to their Control and Custody hereunder and to have it in such form that it will serve as a guide and an aid to the Court in determining the amount of the bond required, should permanent receivers be named and for such other purpose as the Court and/or the receivers may lawfully require.

It is further ordered and decreed that all prohibitions and restraining orders Contained in the Courts order of Nov 21. 1927, be and they are hereby Continued in full force and effect until a further order of the Court in the premises; and the Court does hereby enlarge its said order of Nov. 21. 1927, by adding thereto the following provisions:

That all persons be and they hereby are restrained and enjoined from bringing any such action or actions against Smoke Run Smokeless Coal Company while it remains in receivership without having obtained a prior special order of the Court enabling and empowering him, her, it, or them, so to do.

Upon tender and approval of the bond hereby directed to be furnished by the temporary receivers they are directed at the expense of the estate in receivership to send by ordinary mail, to all known creditors of the Corporation a copy of the original and supplementary order of Court.

By the Court. A. R. Chase P. J.

Now Dec 8. 1927. Bond filed and approved by the Court in the sum of $2000. with Aetna Casualty & Surety Co. a Corp. of Hartford Conn. By the Court A R C

Dec. 28 1927 Order appointing permanent Receivers and Appraisers filed.

Now. Dec. 27. 1927, the time appointed by the Court for a hearing to determine whether the appointment of Receivers of Smoke Run Smokeless Coal Company be made permanent originally fixed for December 19. 1927, having been deferred to this date by successive Continuance made by the Consent and approval of all Counsel Concerned;

And at this date there appearing before the Court by

Counsel or in person the Plffs in the pending bill in equity the Defts therein and the temporary receivers named by Court;

And it appearing to the Court that in pursuance of an order made by it on Dec 5. 1927, said temporary receivers have given bond as required by the Court's order and have sent notice by ordinary mail to all known creditors of the Defts Corporation of the Court's earlier orders in the premises; and at this time there having appeared of said creditors only the land owners by whom agreements of lease have been made with the Defts corporation, said land owners being present by their Counsel, H. Wallace Smith, Esq

And all persons present having concurred in the request that the receivership heretofore created be made a permanent receivership; and formal proofs to that end having been waived;

It is ordered, adjudged and decreed that Dean H. Bloom and Charles E. Diehl be, and they hereby are appointed permanent receivers of Smoke Run Smokeless Coal Company, with all powers and rights conferred upon them in the Court's original order designating them temporary receivers of the Corporation and receivership as is further expressed in the Court's order of Dec 5, 1927.

It further appearing to the Court that in compliance with its order of Dec 5, 1927, the said temporary receivers have made a survey of the property committed to their control and custody, and said survey being before the Court for inspection, the said Dean H. Bloom and Charles E. Diehl as pemanent receivers of Smoke Run Smokeless Coal Co, are directed forthwith to give bond in the sum of Five Thousand ($5,000.00) Dollars, with Corporate security to be approved the the order conditioned that they shall well and truly perform the duties of the office and duly account for all moneys or property that may come into their hands and abide by and perform all things which they shall be directed to do by the Court

Said receivers are expressly authorized to employ such agents and assistants and Counsel as may be necessary for the effectual discharge of the duties by this order conferred and to expend such sums as may be necessary for the preservation and security of the assets committed to their Custody and Control by virtue of their appointment; which disbursements and expenditures shall be a first and prior charge against the property entrusted to their care and custody and/or proceeds of any sale or distribution thereof authorized by the Court.

And The Court does hereby appoint James Kenna of Osceola Mills and Charles D. Cushing, Osceola Mills as appraisers immediately to inventory and appraise all the assets which shall or may come into the hands of said receivers.

It is further ordered and decreed that all prohibitions and restraining orders contained in the Courts orders of November 21, 1927, and Dec. 5. 1927, be, and they are hereby Continued in full force and effect until the further order of the Court in the premises.

It is further ordered and directed that the said receivers Dean H. Bloom and Charles E. Diehl, within ten days of the date hereof make a report to the Court as to the character and extent of the property of Smoke Run Smokeless Coal Company, the interests in and known claims against it, its income producing capacity, and the best methods of realizing its value for the benefit of those interests. By the Court. A. R. Chase P. J.

Now. Dec 28. 1927 Bond of Receivers filed and approved by the Court A. R. Chase P. J. in the sum of $5,000.00 with Aetna Casualty & Surety Co. of Hartford, Conn as Surety

Petition for extension of time to make report and
Jan 10, 1928, Order of Court filed
Jan 10 1928 the foregoing motion for extension of time to file report presented & considered; and thereupon the Court extends the time for the submission of a receivers report to Jan 20, 1928, or any date prior thereto. By the Court A. R Chase, P. J

Contd on Next Page

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Jan 20. 1928 petition for extension of time to make report filed
Jan 20 1928 the foregoing motion for extension of time to file a report presented and considered; and thereupon the Court extends the time for the submission of a Receiver's report to February 1. 1928. or any date prior thereto
By the Court A. R. Chase P.J.

Jan 20. 1928 Appraisement filed
March 5. 1928 Petition for extension of time to make Report filed
March 1. 1928 the foregoing motion being presented & considered the extension to the third Monday of March therein prayed is granted as requested. By the Court. A R Chase P. J.

Order Court: Mar 26-1928 Report of Receivers to be Submitted On the 1st ~~Tuesday~~ Monday of April 1928.
April 2. 1928 Report of Receivers & Order of Court filed By the Court A. R. Chase P. J.

Order of Court. April 2. 1928. the report of Dean H. Bloom and Charles E. Diehl Receivers of Smoke Run Smokeless Coal Company dated April 2. 1928 presented and considered; and the same is directed to be filed and made a matter of record in the Prothonotary's Office.

The petition of said receivers for leave at private sale to make sale of the mine equipment of the Corporation in receivership and any interest which said Corporation owns in the leasehold premises where the mine equipment is located, to Joseph Knapper and Charles Milson, of Philipsburg Pennsylvania for Eighty five Hundred ($8500.00) Dollars, has also been presented and considered, and the Court orders and directs that the prayer of the petition shall come up for hearing in open Court on the 27th day of April 1928, at 10. o'clock A.M.

Said receivers are directed to give notice by mail to each of the Creditors of the pendency of the petition and of the date fixed for the hearing thereon not less than ten (10) days prior to the date of hearing; and to advertise the fact and the pendency of the petition in one newspaper situate in the Borough of Clearfield for three successive weeks prior to the date set for the hearing. In the event that no objections to said sale are made and sustained, if the Court after hearing finds that it will be for the best interest of all persons concerned, such private sale will be ordered.

The Court also reserves the right at the hearing to authorize and direct a sale of said property to other bidders than said Knapper and Milson if a better price than their bid is offered.

The receivers are also directed to notify the Auditor General of the State of Pennsylvania of the intended sale as required by the pertinent statutes. By the Court. A. R. Chase P.J.

See Assignees and Receivers Docket A. Page 328 for Report of Receivers
For acch of Receivers filed May 10. 1928 see Receivers Doc. A Page 331.
For appt of auditor and Auditors Report see Receivers Docket A. Page 332

December 10, 1928 Petition for Discharge and Order of Court filed.

Order of Court: Now, December 10th, 1928, the foregoing petition read and considered, and it is decreed that Dean H. Bloom and Charles E. Diehl, Receivers of Smoke Run Smokeless Coal Company be discharged as prayed for and they and their bondsmen are relieved from further obligation on their bond which they have filed in this Court. By the Court.
A. R. Chase, P.J.

February Term 1928.

Frank G. Smith Arnold & Platt	Mike Fazio	12 Copies ordered to Staff Dec. 23. 1927 Bill in Equity filed I. Mike Fazio, your orator, the Plaintiff above named, Complain and say: I am a resident of the Borough of Indiana Indiana County Pennsylvania United Mine Workers of America, Dist No 2 is an unincorporated association, with offices and head quarters at Clearfield, Pa. and in the years 1922 and 1923, I was a member thereof through affiliation with local branch No. 2428. In 1922 and 1923 all of the Defts above named were members of United Mine Workers of America, Dist No 2 John Brophy was Preident thereof Richard Gilbert was Secretary-Treasurer thereof but since that time James Marks has been elected and or selected President of Dist. No 2, United Mine Workers of America. John M Soult and William Ackley were members of the Executive Board thereof all or part of said time. The United Mine Workers of America, Dist No 2 numbers many thousand members who are affiliated with ish and it is impractikable to join them by name as defendants herein. Said members have like interests with James Marks, Richard Gilbert John M. Soult and William Ackley, named herein as Defts On April 1, 1922 suspension of work took effect in the organized union bituminous coal fields of Central Pennsylvania in which United Mine Workers of America Dist No. 2 has jurisdiction over union mine labor and union employees. On or about the 12th day of December 1920 I was Chosen and or elected a special organizer, or field worker of United Mine Workers of America, Dist No 2 in accordance with its rules, regulations and practices, and accepted the appointment. My duties consist of aiding and assisting in the organization of local branches of the association, and in helping to build up and keep up the membership of such branches. In that behalf I was detailed to work in the following Counties of Penna, Somerset, Cambria, Indiana and Westmoreland. As the result of my said appointment and or election I began my employment on April 1, 1921, and was there employed Continuously from April 1, 1921 to March 31, 1923, and rendered the services for which I was employed Notwithstanding the premises, United Mine Workers of America, Dist No 2, the Defts named and those in like interest with
Dec 23	1	
	James Marks, Richard Gilbert John M. Soult + William Ackley representing themselves and all others, having a like interest Defendants	
	Pro by Atty N/32 91 2.50 " 13 Copies Certs 4.00 Skff Smith 27.40 Pro. Dis. 1.00 34.90	
3		
May 21, 1928 Recd Ck of Richard Gilbert for Costs; Atty 2.50 Skff Smith 27.40 Pro. 5.00 Total Recd 34.90		
	Geo. W. Ralston Pro.	

them have failed to pay me the wages earned by me in the months of June 1922 July 1922 and the first two weeks of August 1922 as special organizer for United Mine Workers of America Dist No 2 and there is now due and owing to me for such services the following sums;

June 1922	190.58
July 1922	190.58
Aug 1st to 15th 1922	95.29

making a total of Four Hundred Seventy six dollars and forty four cents so due and owing with interest thereon from Aug 30. 1922

That frequent demand has been made by me upon the defendants for payment of said wages by personal request by letter and by call at the association headquarters in Clearfield, Pa., but such payment has been refused

Wherefore I require relief and the aid of a Court of Equity in which behalf I pray as follows;

That judgment be given in my favor and against the Defts named representing themselves and all others having a like interest in the sum of Four Hundred Seventy six and 45/100 Dollars with interest theron from Aug 30. 1922. to the date of such Judgment.

That a decree be entered requiring the payment of such Judgment out of the treasury funds of United Mine Workers of America Distrist No 2 now in hand or hereafter to be accumulated

That the Court make such other and further order as may be appropriate in the premises and as may effectuate substantial justice between the parties.

Mike Fazio, Plff.
Hartswick Arnold & Platt & Frank G. Smith
Clearfield Pa Attys for Plff

To the Defendants within named.

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this bill in Equity to enter a written appearance to the term and Number stated thereon in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna. specifying therein a person and place within said County where papers, process and notice may be served upon you; and within 30 days after such service you are required to make a full and complete answer, under oath to each and every of the averment of this bill. If you fail in either respect the bill may be taken pro confesso, and a decree made against you in your absence.

Frank G Smith
Arnold & Platt
Attys for Complainant

Served personally on the Defts. James Marks, Richard Gilbert, John M. Sault, alias John M. Salts & William Ackley Representing themselves & all others, having a like interest, Defts, on Richard Gilbert Dec. 23, 1927, by handing to him three copies of the original Plaintiff's Bill & making known unto him the contents thereof, on James Marks, & John M. Sault, alias John M. Salts, by handing to each three copies of the original Plaintiffs Bill & making known unto each the contents thereof on Dec. 27, 1927, on William Ackley Dec. 28, 1927, by handing to him three copies of Plaintiff's Bill & making known unto him the contents thereof.

So Answers, Percy E. Smith, Shff.

February Term 1928

Frank G. Smith
Arnold + Platt

Dec 23

Peter Ferrara

2

James Marks
Richard Gilbert
John M. Soult +
William Ackley
representing themselves
and all others, having
a like interest. Defts

Pro By atty 3 9/10 2.50
Sff. Smith 27.40
Pro. 12 copies certi. 3.00
Pro. Dis. Enc. 1.00
$33.90

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1

May 21. 1928 Recd Ck of Richard Gilbert
for Costs:- Atty 2.50 Sff Smith
27.40 Pro. 4.00 Total Recd 33.90
Geo. W. Ralston Pro

Dec 23 1927 Bill in Equity filed
12 Copies Certified to Sheff

I, Peter Ferrara, your orator, the Pelff above named, Complain and say

I am a resident of the Borough of Indiana Indiana County, Pa.

United Mine Workers of America, Dist No 2 is an unincorporated association with office and headquarters at Clearfield, Pa. and in the years 1922 and 1923, I was a member thereof through affiliation with local Branches Nos. 1785 and 1489.

In 1922 and 1923, all of the defendants above named were members of United Mine Workers of America, Dist No. 2. John Brophy was President thereof. Richard Gilbert was Secretary-Treasurer thereof, but since that time James Marks has been elected and/or selected President of Dist No 2, United Mine Workers of America, John M. Soult and William Ackley were members of the Executive Board thereof, all or part of said time.

The United Mine Workers of America, Dist No 2, numbers many thousand members who are affiliated with it, and it is impracticable to join them by name as Defendants herein. Said members have like interests with James Marks, Richard Gilbert, John M. Soult and William Ackley, named herein as defendants

On April 1, 1922, suspension of work took effect in the organized union bituminous coal fields of Central Pennsylvania, in which United Mine Workers of America, Dist No 2 has jurisdiction over union mine labor and union employees.

On or about the 12th day of Dec. 1920, I was chosen and/or elected a member of the Executive Board, Dist No 2, Territory No. 6, of the United Mine Workers of America, in accordance with its rules, regulations and practices, and accepted the employment. My duties consisted in aiding and assisting in the organization of local branches of the association in helping to build up and keep up the membership of such branches and to regulate and conduct other business of said Board in said district. In that behalf, I was detailed to the following Counties of the State of Pennsylvania: Indiana, Armstrong, Westmoreland and Cambria. As the result of my said appointment and on election I began my employment on April 1, 1921, to Mar. 31, 1923, and rendered the services for which I was employed.

Said unincorporated association is governed by a written Constitution. By the provisions of Article 7, Sec. 1, of said Constitution the pay of members

of the Executive Board is fixed at $194.16 per month, which is the rate of pay at which I was employed.

Notwithstanding the premises, United Mine Workers of America, Dist. No. 2 the Defts named and those in like interest with them have failed to pay me the wages earned by me in the months of June, 1922, July 1922, and the first two weeks of August, 1922, as a member of the Executive Board for the United Mine Workers of America, District No. 2, and there is now due and owing to me for such services the following sums:

June	1922	$194.16
July	1922	194.16
Aug. 1st to 15th,	1922	97.08

making a total of Four Hundred Eighty-five and 40/100 ($485.40) Dollars so due and owing, with interest thereon from August 30, 1922.

That frequent demand has been made by me upon the defendants for payment of said wages by personal request, by letter and by call at the Association headquarters in Clearfield, Pennsylvania, but such payment has been refused.

Therefore, I require relief and the aid of a Court of Equity in which behalf I pray as follows:

That judgment be given in my favor and against the defendants named, representing themselves and all others having a like interest, in the sum of Four Hundred Eighty-five and 40/100 ($485.40) Dollars, with interest thereon from August 30th, 1922, to the date of such judgment.

That a decree be entered requiring the payment of such judgment out of the treasury funds of United Mine Workers of America, District No. 2, now in hand or hereafter to be accumulated.

That the Court make such other and further order as may be appropriate in the premises, and as may effectuate substantial justice between the parties.

Peter Ferrara (Signed)
Plaintiff

Hartswick, Arnold & Platt
Frank G. Smith
Clearfield, Pa.
Attorneys for Plaintiff

To The Defendants Within Named:

Unless you have already done so, you are hereby notified and required, within fifteen days, after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield, County, Pennsylvania, specifying therein a person and place, within said county, where papers, process and notice may be served upon you, and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

Frank G. Smith
Arnold & Platt
Clearfield, Pa.
attorneys for Complainant

Served personally on the Defts. James Marks, Richard Gilbert, John M. Soult, alais John M. Soltis and William Ackley, Representing themselves and all others, having a like interest, Defts. on Richard Gilbert Dec. 23, 1927, by handing to him three copies of the original Plaintiff's Bill and making known unto him the contents thereof, on James Marks and John M. Soult alias John M. Soltis, by handing to each three copies of the original Plaintiffs Bill and making known unto each the contents thereof on Dec. 27, 1927. On William Ackley Dec. 28, 1927, by handing to him three copies of Plaintiff's Bill and making known unto him the contents thereof. So Answers,
Percy E. Smith, Sheff.

February Term 1928

W. Wallace Smith	William Christoff + Emory Christoff	Jan 4. 1928 Bill in Equity filed 6 Copies Certified to Sheriff
		William Christoff and Emory Christoff bring this their Bill of Complaint against the
Jan 4	3	defendants herein and say:-
		William Christoff, one of the Complainants is a resident of Brisbin Clfd Co. Pa and Emory
	John Yenshaw	Christoff, the other of said Complainants, is
Arnold	John Takish	a resident of the City of Pittsburg, Pa,
V Platt.	Joe Susko	The respondents, John Yenshaw, John Takish
	Mike Trella +	Joe Susko, Mike Trella and Emory Petrusky are
	Emory Petrusky +	residents of Clearfield County Pa,
	The Brisbin Lumber +	By agreement dated Jan 6. 1920, the Complainant
	Construction Company	and respondents, together with Andrew Petrusky
		and Emanuel Cardinal, associated themselves
		together as partners in a business of carpentury
Pro by Atty	2.50	general contracting, building and dealing in lumber
"	50	and building materials with their principal
Shff Smith	13.60	office and place of business in the Boro of
Pro	.50	Brisbin Clearfield Co. Pa that a copy of said
"	50	partnership agreement is hereto attached and
"	50	marked Exhibit "A".
3/13 28	50	50
"	50	That shortly after said partnership was
		formed Emanuel Cardinal died and the interest
		of his estate therein was purchased by the
		remaining partners; that on or about Dec 10,
		1926. Andrew Petrusky retired from said partnership
Oct 5 1928 Rec'd Ck'd by B. S. Blakely,		with the Consent of the remaining partners
Trustee Brisbin Lumber + Coal Co		and his interest therein was conveyed to them
Costs Shff Smith 13.10 Pro 3.00		and his share in the liabilities assumed by
Total Rec'd 16.10 Geo. W. Ralston		them; that since that time said partnership
Pro		has continued to be conducted by the remaining
		partners who are the parties Complainant
		and respondent herein,
		The interest of each of the several partners
		in said partnership and the liability which
		should be assumed by each of them is an
		undivided 1/7 subject to accounts which the
		several partners have for labor.
		Under said Contract of partnership William
		Christoff was designated as the Chief managing
		partner and in accordance therewith said
		William Christoff did carry on the management
		of said business with the assistance of the
		other partners until about April 3rd, 1927,
		that by a vote of said partnership at or about
		that time it was then determined that said
		William Christoff should no longer be the
		manager and John Yenshaw was made
		managing partner; that thereupon said
		William Christoff ceased to be actively connected
		with the business of said firm and at the
		same time Emory Christoff also withdrew from
		active participation in said business, and the
		same has since that time been carried on by

John Yeushaw as managing partner and the other respondents.

That at the time of the withdrawal of the Complainants from the active Conduch of said partnership and Continuously since then the Complainants have desired and requested a dissolution and winding up of the affairs of said partnership and have made attempts to agree with the remaing partners upon such dissolution, buh that they have been unable to agree upon the same.

On Nov. 19. 1927 each of the Complainants sent to the Brisbin Lumber & Construction Company by mail a notice of his desire to withdraw from said partnership: that a Copy of said notice is hereto attached and marked Exhibit "B".

On Dec. 20. 1927 the said Brisbin Lumber & Construction Company by John Yeushaw its managing partner replied to the notice sent by William Christoff refuseing to permit his withdrawal from the partnership: that a Copy of said letter of refusal is hereto attached and marked Exhibit "C" that a similar answer was given at or about the same time to Emory Christoff.

The Complainants aver that they are entitled to a terminatives of said partnership and a liquidation of its assets among the several partners for the following reasons

A By reason of the expiration of the year 1927, the Complainants' notice of their desire to retire at the end thereof, and the respondents' refusal to recognize and accept said retirement.

B Because the further Continuance of said partnership under the present management will be at a loss and the impossibilty of Conducting its affairs at a profit.

C. Because of the admitted insolvency of said partnership

D. Because the financial responsibilty of the several partners for their share of any deficit which may be determined is doubtful

E. That said partnership agreement was violated by the substitution of John Yeushaw for William Christoff as Manager.

That for these and other reasons it would be inequitable for said partnership to be Continued in existence

(1) Your Petitioners Therefore Pray for relief as follows:-

That said partnership be dissolved.

(2) That the assets and business of said partnership be liquidated.

(3) That a receiver be appointed by the Court to take Charge of and Conduch said partnership business so as to preserve and maintain the good will thereof pending liquidation.

(4) That an account be taken of all of the assets and liabilities of said partnership, the value of said assets determined and the value of the interests of the several partners therein determined.

(5) That upon determination by said account of the partnership assets assets and liabilties, the interest of each partner in the partnership be paid to him, or if the same be indebted that said indebtedness be liquidated so far as possible and the loss payable by the several partners determined.

(6) That pending the appointment of a Receiver the respondents be restrained from receiving Collecting or otherwise doing business on behalf of said partnership or expending any of its funds.

Other and further relief as under the premises may appear proper.

William Christoff
Emory Christoff
per William Christoff
W. Wallace Smith
Atty for Complainants

Contd next page

William Christoff et al vs John Yenshaw No 3 Feb T 1928

To the defendants within named:-

You are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna, specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro Confesso and a decree made against you in your absence,

W. Wallace Smith, Atty

Now, Jan 11, 1928 service on the Defts Joe Susko & Mike Trella by handing to an adult member of each of their families at their homes a true and attested copy of the within Bill in Equity & making known unto each the contents thereof served personally on the Defts John Yenshaw, John Takish & Joe Susko and the Brisbin Lumber and Construction Co by handing to each a true and attested copy of the within Bill in Equity & making known unto each the contents thereof. So alas. Percy E Smyth Shff.

Jany 14-1928. By paper filed, Arnold & Glass attys enter their Appearance for the defendants.

Jan 14. 1928 Motion for appointment of Receiver filed

Jan 16. 1928 Order filed.

Now. Jan 14. 1928 Motion for the appointment of a receiver is refused. exceptions noted and bill sealed.

By the Court. A R Chase P J

Order:- Now. March 13. 1928, the time for the filing of an answer to the Bill in Equity herein having expired and no answer having been filed thereto, and the complainants being entitled to have the averments of the bill taken pro confesso, on motion of W. Wallace Smith, Solicitor for the complainants, and with the consent at Bar of Counsel for the respondents, it is ordered and decreed as follows:-

(1) That the partnership known as the Brisbin Lumber and Construction Company be and the same is hereby dissolved, the said dissolution being effective as between the partners as of Jan. 1 1925

(2) That the assets and business of said partnership be liquidated

(3) That Walter Welch, Esq. be and he is hereby appointed Master for the purpose of liquidating and winding up the partnership aforesaid and for that purpose to determine all of the assets and liabilities of said partnership, the accounts existing between the several partners and said partnership the value of the several assets, and the value of the interests of the several partners, if any, in said partnership and to report to the Court at the earliest practicable date a statement of said assets liabilities accounts and interests

(4) That John Graham & A E Derminer be and they are hereby appointed appraisers for the purpose of making an inventory and appraisement of all of the property of said partnership

(5) That such further order shall be made from time to time as the the equities of the case may demand. By the Court A R Chase CJ

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February Term 1928

Bell, Boulton and Forsyth	Daniel H. Irvin		Jan 5, 1928. Bill in Equity filed.
			Your orator, Daniel H. Irvin, complains and says:
Jan 5	H		(1) Your orator is a citizen and resident of Jordan Township, Clearfield County, Penna, where he owns and operates a farm, and he is now sixty years of age.
Carl A. Belin	Martin McCauley		(2) The defendant, Martin McCauley, is a resident of Bigler Twp, Clearfield County, Penna where he maintains and operates a baking establishment known as Liberty Baking Company.
	1-9-27		
	Prs. by atty	2.50	
	"	1.75	
	"	50	(3) During the month of Nov. 1927, Alvin N. Irvin, a son of your orator, had certain business transactions with the Defh. and was at the conducting a baking business in the City of Johnstown, Cambria County, Penna known as Service Baking Company, under certain arrangements with the defendant.
	" bond	5.0	
	"	5.0	
	"	50	
	"	50	
	"	50	
Shff. Smith		11.90	
R/O		.50	
	"	1.50 60	(4) The said Deft was, prior to the acts herein complained of, taken ill and went for medical treatment, as your orator is informed and believes, to Rochester Minnesota, leaving in apparent charge of his business at Madera, Penna Anna Selinsky, who represented the Defh for the time in matters concerning the said business at Madera.
	"	1.50 60	
4 ats			(5) That your orator is informed and believes and expects to be able to prove upon the trial that, during the month of Nov. 1927, Alvin N. Irvin aforesaid came to Liberty Baking Company at Madera and there obtained a small amount of materials to be used in the baking business at Johnstown, of the value of about fifty Dollars, and a list of said articles was made up and left by said Alvin N. Irvin and left with the said Anna Selinsky.
			(6) That your orator is further informed and believes and expects to be able to prove upon the trial that Concurrently therewith the said Anna Selinsky produced a note in blank and stated to the said Alvin N. Irvin that she desired him to sign the said note, so that she would have to account for the merchandise so received by him, and the price of which had not been at that time calculated; and the said Anna Salinsky stated to the said Alvin N. Irvin that this note was for the merchandise which he was then receiving.
			(7) Thereupon the said Alvin N. Irvin signed the said note which was left in blank and did not indicate or set out the amount

or principal sum for which said was given.
(8) That said note was in fact given for the merchandise then obtained and was to be filled out for the price thereof.
(9) That subsecuently about the 20th day of Dec. 1927, your orator was in the business place of Liberty Baking Company at Madera and while so present the said Anna Salinsky said to your orator that Alvin Irvin had left there a note which he desired your orator to also sign and the said Anna Salinsky thereupon produced a note which bare the signature of Alvin N. Irvin
That the execution of the said Note by your petitioner was entirely without any consideration passing to him and was executed for the sole and only purpose of securing and protecting the sale of the small amount of merchandise aforesaid, and that no person had any legal or moral right to use it for any other purpose or to fill up blanks therein for any other purpose, and the Claim of the said Defh. made to your orator that he had a right to hold said note for any other and different purpose and for a large amount will be a fraudulent use of the said note by the said Defh against your orator
Wherefore your orator needs equitable relief and prays your Honorable Court to grant relief as follows:-
That an injunction issue preliminary now and to be made perpetual hereafter, restraining and enjoining the said Martin McCauley from disposing of, negotiating, or in any manner parting with the ownership and possession of the said note,
Restaing and enjoining the said Martin McCauley from filling up blanks upon said Note or in any wise or manner changing the present physical condition thereof
That the said note be delevered up upon a payment of such sum as shall truly represent the amount of Merchandise delivered to the said Alvin N. Irvin as herembefore stated
Such other and further relief as your Honorable Court shall find just and proper. And he will ever pray. Daniel H. Irvin
Bell, Boulton & Forsyth
Atty for Plff

To the within named Defts:
Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pa specifying therein a person and place, within said County, where papers, process and notices may be served upon you, and within 30 days after such service you are required to make a full and complete answer under oath to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro Confesso and a decree made against you in your absence,
Bell Boulton & Forsyth
Attys for Plff

Jan 5, 1928 affidavits filed
Now Jan 5, 1928 this bill and injunction affidavits being presented and considered, with the further affidavit by the Plff. that immediate and irreparable loss or damage will result to the Plff. unless immediate relief is granted;
Now Jan 5, 1928, it is ordered adjudged and decreed that Martin McCauley, Defh. be and is hereby restained and enjoined from disposing of, negotiating or in any manner parting with the ownership and possession

Daniel H. Irvin vs Martin McCaulay No 4 Feb T. 1928

of a certain note signed by the Deff Daniel H Irvin, and further restraining and enjoining the said Martin McCaulay from filling up any blank spaces upon the said note or in any wise or manner changing the present physical Condition and appearance thereof; and further restraining and enjoining the said Martin McCaulay from doing any act whereby the present status of the said note shall be changed.

Injunction to issue upon the filing of injunction bond in the sum of one thousand dollars with security approved by the Court.

The injunction hereby granted to be taken as dissolved unless motion to Continue said injunction is made within five days after service upon the defendants or unless further order of the Court is made in the premises Containg the injunction hereby granted.

By the Court A R Chase P J

Jan 7. 1928 Bond filed and approved by the Court A R Chase P.J. in the sum of $1000. with Nelson V. Hunter as Surety.

Jan 12. 1928 Motion to Continue Injunction and Order fixing hearing

Now. Jan 12. 1928 Motion Considered and it is ordered that the preliminary injunction heretofore granted be continued until the further order of the Court and it is further ordered that hearing be had upon said Motion on the 23rd day of Jan A.D. 1928 at 10 o'clock A.M. By the Court. A.R. Chase P. J.

Jan 16. 1928 By paper filed Carl A Belin atty enters his appearance for Defts

Now Jan 16. 1928 served personally on the Deft Martin McCaulay by handing to him a true and attested Copy of the orignal writ of Injunction together with three Bill in Equity & making Known unto him the Contents thereof. So ans Relay E. Smith Shff

Jan 24-1928. Defts Answer filed, raising preliminary objections to the Bill. V Jany 23-1928. Service accepted for Plffs. by Bell Boulton & Doty Sh. Plff attys.

Now. Jan 23. 1928 the motion to Continue injunction Coming on to be heard by agreement of Counsel at Bar it is ordered that the preliminary injunction already granted be Continued until the further order of the Court. By the Court A.R. Chase P. J.

May 17. 1928 Def argh Sish

Contd from Page 123 Du Bois Laundry Co. vs J. E. Barley No. 2 Dec T. 1927

Jan 21. 1928. Opinion and decree filed

Now Jan 21. 1928. this matter having been heard by the Court and the Court being of the opinion that there is a complete adequate remedy of law to recover damages if any have been suffered the above proceedings is hereby certified to the Court of Common Pleas at the costs of the Plff and no further proceedings shall be had at the instance of the Plff until these costs are paid. except that he may appeal from the order herein made Exceptions noted and bill sealed to the Plff. By the Court A R Chase PJ

Contd from Page 51 Bloom-Hipps Market vs Nellie D Hayes No 5 Dec T 1926

liquidator for the purpose of winding up the partnership known as Bloom and Hipps Market, and determining the value of the interests of said respondents in said partnership according to the terms of the said partnership agreement.

(2) That the Court will hereafter make such order as to an accounting between the plffs, and the defendants as the findings of said liquidator herein appointed may require if the same be necessary

(3) The Court will hereafter decree such further relief as either the parties plaintiffs or defendants may be entitled to.

Exception noted and bill sealed to the plaintiff and the defendants. By the Court. A R Chase C J

May 7. 1928 Report of liquidator exceptions and Rulings and testimony filed

Now May 7. 1928 Confirmed Nisi absolutely unless exceptions in four days By the Court. A R Chase C J.

May 7. 1928 Exceptions to Findings & report of Master & Liquidator filed by John C Bruce and Hazard A Murray attys

May 17. 1928 On Argt List.

July 2. 1928 Opinion and Decree filed

Now July 2. 1928. the findings of fact and conclusions of law together with the recommendations of the liquidator, are hereby approved and affirmed. and in accordance with said findings and recommendations it is ordered and decreed that the Plaintiffs, C. J. Bloom and J. A. Hipps pay the Defts Nellie D Hayes and Katherine D. Evans, Administratrix of Fred J. Dyer, deceased the sum of $1734.56. together with interest thereon from January 27. 1926 to March 10. 1928. less $503.50 being the portion of the aforesaid sum paid to Henrietta G. Dyer under date of March 10. 1928, the balance to bear interest from March 10th 1928 to date of settlement; and from the aforesaid amount the said Administratrix are to pay one-third of the costs of this proceedings

It is further ordered and directed that the costs and fee of the liquidator shall be the sum of $250.00 as Charged by the liquidator

Exceptions noted and bill sealed to the Plaintiffs and the Defendants herein as to the affirmance of the Court of the findings of fact and conclusions of law of the liquidator. and also exceptions noted and bill sealed to the Decree and order entered hereon

By the court. A R Chase C J

Recommendation

From the findings of fact and conclusions of law the Liquidator therefore, recommends that a decree be entered directing the payment by the Plffs to the Defendants of the sum of $1734.56 together with interest thereon from and after Jan 27. 1926 to Mar 10. 1928; said amount being the actual value of the deceased's interest in said partnership on said date less the amount of the Book account as found to be due the partnership from the deceased at the time of his death. From the aforesaid sum of $1734.56 plus accrued interest to Mar. 10. 1928 is to be deducted $503.50 being that portion of the of the aforesaid sum paid to Henrietta G. Dyer under date of March 10. 1928; the balance to bear interest from Mar 10. 1928 to date of settlement. From the aforesaid amount to be deducted one third of the costs of this proceeding, being the pro. rata share of Fred J Dyer in the partnership. Respectfully submitted

W. Albert Ranney. Liquidator

Contd from Page 142

And Now Aug 17, 1928, the Prothonotary is directed to enter the satisfaction of the Defendants to the Judgment and decree in the above entitled case on payment of costs and the Defts acknowledge to the receipt of the full amount fixed as due them under said Judgment and decree Hazard A Murray, Atty for Defts.

And Now, August 17, 1928, the Pltff's acknowledge receipt of all sums due from the Defendants in above entitled case and direct satisfaction of said Judgment and decree

John C. Arnold Atty for Pltff.

February Term 1928

Carl A Bilin	Harry Crago	Jan 30 1928 Bill in Equity filed 12 Copies certified to Sheriff.
Jan 30.	5	To the Hon. A. R. Chase, Pres. Judge of said Court Harry Crago, your orator, the Plff above named complain and say:-
	James Marks Richard Gilbert John M. Soult and William Ackley representing themselves and all others having a like interest. Defts	I am a resident of the Boro. of Philipsburg Centre County Penna. United Mine Workers of America, Dist No 2 is an unincorporated association, with offices and headquarters at Clearfield, Pa, and in the years 1922 and 1923. In 1922 and 1923 all of the Defts above named were members of United Mine Workers of America Dist No 2. John Brophy was President thereof. Richard Gilbert was Secretary-Treasurer thereof. but since that time James Marks has been elected and/or selected President of Dist No 2. United Mine Workers of America. John M. Soult and William Ackley were members of the Executive Board thereof all or part of said time. The United Mine Workers of America Dist No. 2 numbers many thousand members who are affiliated with it and it is impracticable to join them by name as Defts herein. Said members have like interests with James Marks Richard Gilbert, John M. Soult and William Ackley named herein as Defts. On April 1. 1922. suspension of work took effct in the organized union bituminous Coal fields of Central Penna. in which United Mine Workers of America Dist No 2. has jurisdiction over union mine labor and union employees. On or about the 12 th day of Dec 1920. I was Chosen and or elected a special organizer or field worker, of United Mine Workers of America Dist No 2. in accordance with its rules, regulations and practices, and accepted the appointment. My duties Consisted of aiding and assisting in the organization of local branches of the association, and in keeping to build up and keep up the membership for such branches. In that behalf I was detailed to work in the following Counties of Pennsylvania Somerset, Cambria, Indiana, and Westmoreland. As the result of my said appointment and or election I began my employment on Apr 1. 1921. and was there employed Continuously from Apr 1. 1921. to Mar. 31. 1923, and rendered the services for which I was employed. Said unincorporated Association is governed by a written Constitution. By the provisions of Article VII Sec. 2. of said Constitution the pay of organizers and field workers is fixed at Seven and 33/100 Dollars a day, which is the rate of pay at which
	Pro By Atty 2.50	
	Sheff Smith 13.60	
	Pro. 4.00	

I was employed. Notwithstanding the premises, United Mine Workers of America Dist No. 2 the Defts named and those in like interest with them have failed to pay me the wages earned by me in the months of June 1922, July 1922 and the first two weeks of August 1922 as special organizer for United Mine Workers of America Dist No. 2, and there is now due and owing to me for such services the following sums:

June,	1922	$190.58
July,	1922	$190.58
Aug. 1st to 15th	1922	95.29

making a total of Four Hundred Seventy-six dollars and forty-five cents so due and owing, with interest thereon from Aug 30, 1922.

Wherefore, I require relief and the aid of a Court of Equity in which I pray as follows,

(a) That judgment be given in my favor and against the Defts named representing themselves and all others having a like interest, in the sum of Four Hundred Seventy-six and 45/100 Dollars, with interest thereon from Aug 30, 1922 to the date of such judgment.

(b) That a decree be entered requiring the payment of such judgment out of the treasury funds of United Mine Workers of America Dist No 2, now in hand or hereafter to be accumulated.

(C) That the Court make such other and further order as may be appropriate in the premises, and as may effectuate substantial justice between the parties

W. A. Hagerty
Carl A. Belin
Attys for Plff

To the Defts within named,

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this bill in Equity, to enter a written appearance to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna, specifying therein a person and place within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

Attorney for Plff

Now Jan 31, 1928 Service on James Marks, Richard Gilbert, John M Soltis and William Ackley. Representing themselves and all others having a like interest, Defts, by handing to John M. Soltis and Wm Ackley a true and ~~Attested~~ Copy of the original Plffs Bill and making known unto each the contents thereof. Now Feb 11, 1928, served personally on the Deft. James Marks by handing to him a true and attested copy of the original Plffs Bill and making known unto him the contents thereof. So answers, Percy E. Smith Shff

May Term 1928

N.F. Womer + Arnold + Platt

A.M. Liveright
W.D. Swoope

William Harriger

/

Mortgage + Acceptance Corporation

Pro 2.50
" .50
" .50
" 1.50
" .50
6.10

Dec 12, 1928 Reed of A.M. Liveright atty on acct of Costs 3.70
Geo. W. Ralston Pro
Dec 13-1928 Reed of N.F. Womer $2.40 bal Pro costs Geo. W. Ralston Pro

Feb 29, 1928 Bill of Complaint filed

William Harriger, of the City of Du Bois County of Clearfield and State of Penna, brings this, his bill, against the Mortgage and Acceptance Corporation, a Corporation existing under and by virtue of the laws of the State of Delaware and registered in accordance with the laws of the Commonwealth of Pennsylvania, in the office of the Secretary of the Commonwealth, and therein Complains and says:

That to No. 342 Sept T. 1927 a summons in trespass, returnable the first Monday of August 1927, was issued and served on the defendant and at the same time of the issuance of the summons, a statement of Claim was filed

In said statement of Claim, it is alleged in brief that the Plff was the owner of a Moon touring Car Engine No. 2187, Manufacturers No. 2043 and that the Plff had a Certificate of title for said automobile and that the Defts took the Motor vehicle aforesaid into its possession and converted the same to its own use.

That a motion to strike off the statement of Claim setting forth in substance that the date of the alleged taking of said Motor Car is not stated. That the date of the Conversion of the said motor vehicles is not stated, and other matters, was made which motion was upheld by the Court and the statement of Claim stricken from the record.

That the Deft herein is in full possession of all the facts and has refused the Plff any information on these particular points and has in its possession books and accounts which contain entries showing your orators Claim in said suit.

Without the aforesaid discovery and information your orator cannot prepare an amended Statement of Claim and proceed with the trial of said issue.

Wherefore, your orator needs equitable relief and he prays

That the said Mortgage and acceptance Corporation may, upon the oath of one of its officers and who has knowledge of the facts in this Case, make full, true and perfect answers to all and singular the premises and that as fully and particularly as if he were specifically interrogated thereto, and that it may in like manner answer the interrogatories herewith

That said defendant be decreed to make a full and true discovery as to all the matters

herein charged, and that, until such full and true discovery the proceedings in said suit at law be staid.

That the Court may grant such other and further relief as the Plff's case may require and as to the Court may seem meet and profes.

Arnold + Platt + N. F. Komer. Attys for Plff

To the Defendant within named:

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County Penna, specifying therein a person and place, within said County, where papers, process and notices may be served upon you: and within thirty days after such service you are required to make a full and Complet answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro Confesso and a decree made against you in your absence

Arnold + Platt + N. F. Komer. Attys for Plff

February 29. 1928 Service accepted on within by copy and direct Prothy to enter our appearance for the defendants.

A. M. Liveright + Wm. I. Swoope. Deft attys

Now, March 31, 1928 on request of A. M. Liveright and W. I. Swoope Attys for Deft. the time for filing answer in the above case is extended to April 23, 1928. John C. Arnold atty for Plff

April 7, 1928 Answer of Deft to Bill of Discovery and reply to Interrogatories filed with service accepted by copy April 7, 1928 by John C. Arnold of Counsel for Plff.

May 17, 1928 Dec. Argh. Lich

It appearing that this was a proceeding for a bill of discovery and that the Deft has made answer and furnished the facts requested and that the only matter which remains is disposition of the costs, and it appearing that the application of the petitioner was well founded and that the Defts should pay the costs

Now, June 15th, 1928, it is ordered and directed that the Mortgage and Acceptance Corporation, Defts herein, pay the costs of this proceedings Bill sealed and exceptions noted to the Dfft.

By the Court: A. R. Chase, P. J.

May Term 1928

Edw. J. Thompson — Frank Winkler

Mar. 22, 1928 — 2

Edward J. Kelley — May Polaski

Pro. by atty Ck 3288 — 2.50
Pro. — 1.75
" — 50
Shff. Smith — 9.90
Pro " — 50
" — 50
— 1.00
— 16.65

S/I to both attys

Pro — order Court — 5.0
" — " " — 5.0
" — 5 copies certfy — 2.50
" — Writ — 1.50
Shff. Smith — 17.20
Pro des, — 1.00
— 39.85

May 9 — 1928, Read Cashiers Ck of 1st Nat'l Bank Osceola, for Deft M Polaski's in the sum of $316.65 to be distributed as follows by agreement of Pff & Deft attys. viz

To Costs $39.85 — 39.85
To Edw J. Thompson $138.40 less 2.50 Ck 3288 — 138.40
To Ed J. Kelley — Ck 3289 — 138.40
½ surplus.
$316.65

Geo. H. Ralston, Pro.

March 22, 1928, Bill of Complaint filed:—
Three (3) Copies Certified to Sheriff Smith.

Frank Winkler, individually, and in his capacity as Trustee of the St. Joseph's Polish Catholic Church of Osceola Mills, Pennsylvania, brings this bill of complaint against May Polaski, individually, and as priest of said Church, defendant, and thereupon complains and says:

1. That he is a member of the St. Joseph's Polish Catholic Church of Osceola Mills, Pennsylvania.

2. That he was duly elected by congregation of the said Church as Treasurer of the organization, and Trustee of the Church property and funds, and is duly acting in said capicity.

3. That during the year, 1923, the congregation and societies of the said church donated and raised by public subscription the sum of $2873.35, which accumulated interest during the said year in the amount of $86.00, for the construction of a new Church for the said parish.

4. That the funds this raised were deposited in the First National Bank of Osceola Mills, Pennsylvania, as a New Church Fund.

5. That during the years 1924 and 1925, the congregation of the said by donations, public subscription and bazars added to the said fund, until the end of 1925, the said fund and interest accumulations amounted to the sum of $5316.28.

6. That at the time the said fund was accumulated, Reverend Stefan Dlugalinski was the priest of said church, and had charge of said fund, which set apart from the other funds of the said Church and identified as a new Church fund.

7. That said fund was accumulated for the purpose of constructing a new Church for the said parish only, and for that purpose only, and was so identified when originally deposited.

8. In August 1925, Father Stefan Dlugalinski was transfered from said parish to Oil City, Pennsylvania, and in Nov. 1925, Father May Polaski succeeded him as priest of said church.

Wherefore, the plaintiff is without adequate remedy at law, and in need of equitable relief, and prays:

1. That the defendant be, pending this, specially and on final hearing, perpetually restrained from paying out or transfering any of the funds deposited in the First National Bank, of Osceola Mills, Pa., in his name, as priest of the Saint Joseph's Polish Catholic Church of Osceola Mills, Pennsylvania, except over and above the amount of $5316.28, and excepting for the purpose of the construction of a new church.

2. That an account be stated by the said May Polaski of all the transactions, dealings with, expenditures from, and additions to the new church fund of the said Church during his incumbency as priest of the said church.

3. That an account be stated by the said May Polaski of all the financial affairs of the said during his incumbency as priest of the said church.

4. Such other and further relief as the equities of the case may require and to the Court may seem proper.

Frank Winkler
Complainant.

Decree:— And now, this 22nd day of March, 1928, upon cause

Costs 31.65
39.85
2 | 2.71.80
138.40
1/2 Thompson 138.90
+2.50
Kelley 138.40

having been heard on bill and affidavit, and on motion of Edward J. Thompson, Esq., attorney for plaintiff, it is Ordered, Adjudged and Decreed, as follows:

1. That a preliminary injunction issue, upon security being entered in the sum of $1000.00, enjoining the defendant from paying out or transfering any of the funds deposited in the First National Bank, of Osceola Mills, Pa., in his name as priest of the Saint Joseph's Polish Catholic Church of Osceola Mills, Pennsylvania, except over and above the amount of $5316.28, and keeping for the purpose of the construction of a new Church fund.

The injunction to continue for five days Sec. Reg. and the motion for its continuance thereafter will be heard by the Court on the 27th, of March, 1928, at 9 o'Clock. By the Court, A. R. Chase, P. J.

March 22, 1928, Injunction issued:=

Now, March 22nd, 1928, Injunction Bond filed & approved. By the Court, A. R. Chase, P.J.

To the defendant within named:

Unless you have already done so, you are hereby notified and required, within fifteen (15) days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said County, where papers, proceedings and notices may be served upon you; and within thirty (30) days after such service you are required to make a full and complete answer, under oath, unto each and every averments of this bill. If you fail to do either respect, the bill may be taken pro confesso and a decree made against you in your absence.

March 24, 1928 By paper filed Edward T. Kelley Atty enters his Edw. J. Thompson appearance for Defts. Attorney for Plaintiff.

Served the within writ of Injunction upon the Defts, Max Polaski on Mar. 22, 1928, by handing to him a true & attested copy of the original Injunction together with three Bills of Complaint & making known unto him the contents thereof. So Answers, Percy E. Smith, Shff.

March 27, 1928 Answer and New Matter filed. And now Mar. 27, 1928 service accepted and receipt of copy acknowledged for Compaminant by Edward J. Thompson Atty

Now March 27, 1928, this matter having been heard by the Court informally and it appearing that the parties in interest have indicated, through their various Counsel that they feel that this matter can be amicably adjusted and it is not necessary to make any order at this time as to the new matter set up in the answer: It is ordered and directed that final disposition of the Bill and Answer and new matter will be disposed of at the request and convenience of the parties in interest as may be indicated by the Attorney for the Compaintant and the Attorney for the Respondent

By the Court A. R. Chase P.J.

April 4, 1928 Agreement, Dismissal of action and Decree filed

Decree:- Now March 30, 1928 it appearing to the Court that the parties to the above stated proceedings have amicably agreed to a Discontinuance of the above stated action: that the attached Agreement be made a part of said action, it is ordered and directed that the proceedings be discontinued, and a copy of said agreement be filed with this order,

By the Court, A R Chase P J

April 11, 1928 Affidavit of Edward T. Kelley, Atty filed

Order of Contempt:- And Now this 11th day of April 1928, after hearing said Max Polaski by his Counsel and upon full Consideration of the premises, it appearing that Frank Winkler, aided, abetted, Counseled, and directed by Carl Chessi, Martin Grudginsky, Jacob Larousky and Ignatz Umerly, has not obeyed the order and decree of the Court and dismissal of action filed as a discontinuance in the above stated matter, and it appearing that all of the parties agreed to and joined in the signing of said agreement to discontinue and it appearing that Article 6,

Contd on Page 150

Contd from Page 149 Frank Winkler + Max Polaski #2 May T. 1928

relative to the turning over to Father Polaski of $198.75 collected, has not been complied with, it is adjudged that said Frank Winkler, Carl Chessi, Martin Grudginsky, Jacob Larovsky and Ignatz Umerly are in contempt for the disobedience of said order. By the Court, A.R. Chase, P.J.

Order granting Attachment

And Now, it appearing by the records and proceedings of the case that the Respondent and those who aided, abetted and counseled in the disregard of the decree of the Court, namely, Frank Winkler, Carl Chessi, Martin Grudginsky, Jacob Larovsky and Ignatz Umerly, are in contempt and it appearing that the said Complaintant by his attorney has moved for an attachment against the above mentioned parties for said contempt, it is decreed and adjudged that an attachment shall be issued against the said Frank Winkler, Carl Chessi, Martin Grudginsky, Jacob Larovsky and Ignatz Umerly and that they shall forthwith be brought into Court to answer for said contempt and purge themselves and show cause why they should not be further dealt with as to the Court may appear best. By the Court. A.R. Chase P.J.

April 11. 1928 Attachment issued to Shff Smith

April 11. 1928 5 Copies of Orders Certified to Shff

Now April 12-1928 Served Personally on the Defts Martin Grudginsky, and Jacob Larovsky by reading & making known unto them the contents of the within attachment and also handing to each a copy of Order of Contempt and order granting attachment. Service on Frank Winkler, Carl Chessi and Ignatz Umerly by reading & making known to an adult Member of their families the contents of the within attachment and also handing to each a copy of order of Contempt & order granting attachment. So ans. Percy E. Smith, Sheriff

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Could from page 115, No 11 Sep 7 1927 C. W. Isenberg vs S B Isenberg et al

May 8-1928 Answer raising preliminary objections filed; and May 10-1928, Service accepted thereon by A. M. Liveright

July 10 1928 Opinion and Decree filed

Now July 9 1928 preliminary objections to the Bill is overruled and it is hereby ordered and directed that the Defendants file answer to said Bill of Complaint within ten days from date hereof. Exceptions noted and bill sealed to the Defendants

By the Court. A K Chase P J

Sept 10, 1928 Consent Decree filed—

Tenth day of September 1928, the parties plaintiff and defendant, by their respective Counsel, having appeared before the Court and having so requested, the following Consent Decree is entered:

1. The partnership heretofore existing among C. W. Isenberg, S. B. Isenberg, and William H. Isenberg is dissolved.

2. Wallace Smith Esq, is appointed liquidator for the purpose of winding up the partnership, as if he had been designated a receiver, with full power to take immediate possession of the assets of said partnership, to sell and dispose of them and to make distribution thereof to those entitled thereto under the law, subject to the limitations hereinafter stated.

3. Preliminary to entering upon his duties as liquidator, the said Wallace Smith shall file a bond in this Court with proper surety to be approved by the Court, in the sum of Five Thousand Dollars, said bond to be conditioned for the faithful performance of his duties.

4. Preliminary to any further action by said liquidator, Dean Bloom Esq, and James Gray are appointed appraisers, and they shall immediately inventory and appraise all the assets which shall or may come into the hands of the said liquidator, their compensation later to be fixed by the Court.

5. Also preliminary to further action on the part of the liquidator, he shall state an account between the respective partners, giving notice to them of his intention to file it, and shall give all parties hereto due and ample notice of his intention so to file it, to the end that they may file exceptions hereto if they so desire.

6. It is further ordered that the liquidator, within days hereof, shall make a report to the Court as to the character and extent of the property, the interests in and known claims against it, its income producing capacity and the best method of realizing its value for the benefit of those interested.

7. It is further ordered and directed that no definitive steps shall be taken in this matter by the liquidator, except after notice to all parties to the action and the approval thereof by the Court.

By the Court. A. R. Chase. P. J.

Sept 11. 1928 Bond in the sum of $5000. with U. S. Fidelity & Guaranty Co of Baltimore, Md filed and approved By the Court. A R Chase P J

April 12. 1929 By paper filed the Prothonotary is directed to mark this case discontinued of record upon payment of Costs Liveright & Smith Reff atty

April 12 1929 Costs paid Geo W. Raleton Pro.

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P. J.
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September Term 1928

F. D. Smith
John C. Arnold

May 31, 1928

May 31, 1928 Plaintiff's Bill in Equity filed:-
Twelve (12) Copies Certified to Sheriff Smith
I. May Laskoski, your oratar, the plaintiff above named, complain and say:

Max Laskoski

1

James Marks, Richard Gilbert, John M. Solis, and William Ackley, representing themselves and all others having a like interest, defendants.

1. I am a resident of Blassburg, Tioga County, Pennsylvania.

2. United Mine Workers of America, District No. 2, is a unincorporated association, with offices and headquarters at Clearfield, Pennsylvania, and in the years 1922, and 1923, I was a member thereof through affiliation of local Branch No 1370 Marris Run, Pennsylvania.

3. In 1922 and 1923, all the defendants above named were members of United Mine Workers of America, District No 2, John Brophy was President thereof, Richard Gilbert was Secretary-Treasurer thereof, but since said time James Marks has been elected and, or chosen President of District No 2, United Mine Workers of America, John M. Solis and William Ackley were and or are members of the Executive Board thereof, all or a part of said time.

4. The United Mine Workers of America, District No 2, numbers many thousand members who are affiliated with it, and it is impracticable to join them by name as defendants herein; said members have like interest with James Marks, Richard Gilbert, John M. Solis and William Ackley, named as defendants.

5. On April 1st, 1922, suspension of work took effect in the organized Union, Bituminous Coal Field for Central Pennsylvania, in which United Mine Workers of America District No. 2, has jurisdiction over union mine labor and union employees.

6. On or about the 12th of December, 1914, and regularly over two years thereafter, I was chosen and/or elected an organizer and assistant member of the Executive Board District No 2, Territary No 9, of the United Mine Workers of America, in accordance with its rules, regulations and practices, and accepted the appointment. My duties consisted in aiding and assisting organization of local branches of the Association, in helping to build up and keep up the memberships of such branches and to regulate and conduct other business of said Board in said district, On that behalf, I was detailed to the following Counties: Indiana, Cambria, Jefferson, Armstrong, Somerset and Tioga.

7. As a result of my said appointment or election, I began my employment on or about April 1st, 1915, and was there employed continuous from April 1st, 1915, to April 1st, 1923, and rendered the service for which I was employed.

8. Said unincorporated association is governed by written constitution. By the provisions of Article Seven, Section One, of said constitution, the pay of organizers and Assistant Board Members is fixed at seven dollars and thirty three cents ($7.33) per day, which is the rate of pay at which I was employed.

Wherefore I require relief and the aid of this Court of Equity, in which behalf I pray as follows:-

(Continued on Page 155)

		Pro. by atty	Ck 3336 2.50
		Rec. certs. 12 copies to Sff.	3.50
		"	1.50
			7.50
6/23/28	Sff Smith		13.50
July 9. 1928	Recd Ck of Deft by Deff atty Costs: Atty 2.50 Fees 5.00 Total Recd $7.50 Geo W. Ralston Pro		

(Continued from Page 154 — Max Laskoski -vs- James Marks et al — #1 Sept. T. 1928)

(a.) That judgment be given in my favor and against the defendants named, representing themselves and all others having a like interest, in the sum of Four Hundred Seventy-six Dollars and forty-five cents ($476.45) with interest thereon from August 30, 1928 to date of such judgment.

(b.) That a decree be entered requiring the payment of such judgment out of the Treasury funds of the United Mine Workers of America, District No. 2, now in hand or hereafter to be accumulated.

(c.) That the said Court make such other and further order as may be appropriate in the premises and as may effectuate substantial justice between the parties.

Max Laskoski

Plaintiff.

To the Defendants within named:

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said county, where papers, process and notice may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

F. G. Smith

John C. Arnold

Attorneys for Complainant.

June 11, 1928 Served personally on the Deft William Ackley by handing to him three copies of the original Bill & making known unto him the contents thereof. June 12, 1928 Served personally on the Defts James Marks & Richard Gilbert by handing to each three copies of the original Bill and making known unto each the contents thereof.

June 22, 1928 served personally on John M. Solis alias John M. Soltis by handing to him three copies of the original Bill and making known unto him the contents thereof. So answers

Percy E. Smith Shff.

September Term 1928

Frank Hutton
Bell & Brockbank

June 25, 1928

L. E. Boyer
city Solicitor

Carl E. Johnson

2

City of DuBois and Dr. Jas. I. Pallum, Mayor, Jo. A. Heaver; E. W. Brown; P. J. Swift and C. P. Jacox, City Commissioners.

Pro. By Reff 7-9-28 Bd 2.50
Pro .50
1 2.50
.50
5.50

July 11, 1931 Recd of Reff Atty Pro costs only 3.00
Geo. W. Ralston Pro

June 25, 1928, Bill in Equity filed:-

To Honorable A. R. Chase, President Judge of said Court.

Carl E. Johnson, the above named plaintiff complains and says.

First: John Rumbarger was for many years the owner in fee simple of a certain tract of land on which is now situate a large part of the City of DuBois.

Second: By deed dated August 3, 1872, recorded in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in deed book 4, page 37, which is made a part hereof by reference, John Rumbarger conveyed to P. S. Weber, inter alia, a lot of ground in the village of Rumbarger (now city of DuBois) bounded and described as follows:- Being lot No. 28 bounded by Main Street on the front, DuBois Street on the north, Orange Alley on the east, and lot No. 27 on the south; said lot being 75 feet wide and 180 feet deep.

Third: By deed dated December 19, 1900, and recorded in the office aforesaid in deed book 238, page 244 which is made a part hereof by reference, P. S. Weber, Conveyed to Harry H. Scheid a part of lot No. 28 the said part being described as follows:- Bounded on the west by Main Street, on the north by DuBois Street, on the east by Water Cut, (formerly Orange Alley) and on the south by lot No. 27 and being 75 feet in width fronting on Main Street and extending back 131 feet more or less on the south side and 87 feet more or less on the north side.

Fourth: By deed of April 4, 1906 and recorded in the office aforesaid in deed book 155 page 169, which is made a part hereof by reference, H. H. Scheid conveyed to A. Hanngren the said lot of ground.

Fifth: By deed dated May 25, 1916 and recorded in the office aforesaid in deed book 215, page 315, which is made a part hereof by reference, A. Hanngren conveyed to Carl E. Johnson last mentioned lot of land.

Sixth: By deed dated July 15, 1924, and recarded in the office aforesaid in deed book 273, page 49, which is made a part hereof by reference, P. S. Weber, conveyed to Carl E. Johnson another part of lot No. 28 bounded and described as follows:- Beginning at an iron pipe on the south side of DuBois Street and the east side of a certain cut known as "Shaffer's Ditch", and 113 feet from corner post of lot No. 28 as shown by the plan of John Rumbarger's first addition to DuBois, on corner of north Main and DuBois Streets; thence south 41 degrees east, along line of land of Sidney Bell Estate, 84.7 feet to an iron pin; thence across said "Shaffer's Ditch" south 76 degrees 30 minutes west, 19.63 feet to an iron pin; thence north 41 degrees west, 84.7 feet along land of Carl E. Johnson to an iron pin in the south of DuBois Street; thence by said south line of DuBois Street north 76 degrees 30' east, 19.63 feet to iron pin and place of beginning Being a part of lot No. 28 as per plan of John Rumbarger's First Addition to DuBois and containing fourteen hundred thirty-nine and nine tenths (1439.9) square feet.

Wherefore, the plaintiff needs equitable

(Continued on Page 157)

(Continued from Page 156 — Carl E Johnson -vs- City of DuBois et-al — # 2 Sept. T. 1928

relief and prays the court to order and decree,

First: Enjoining and restraining the City of DuBois and the officers thereof from going upon the piece of land aforesaid conveyed by P.S. Weber to the plaintiff in any manner which interferes with the improvement, use, occupation and enjoyment thereof by the plaintiff.

Second: Such other and further relief as the Court will find just and equitable.

Third: The plaintiff be awarded his costs in this proceedings.

Frank Hutton
Bell & Brackbank
Attorneys for Plaintiff.

To The Defendants Within Named:

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated thereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

Frank Hutton
Bell & Brackbank
Attorneys for Plaintiff.
DuBois, Penna.,

Now, June 22, 1928. Service accepted for City of DuBois.
L. E. Boyer,
City Solicitor.

July 9th 1928, By paper filed L E Boyer, City Solicitor of DuBois Pa enters his appearance for defendant.

Now, Nov. 30. 1928. no answer having been filed and served as required by the Equity rules, the Plaintiff hereby enters an order as of Course that the bill be taken pro confesso and directs that a decree pro confesso in favor of the plaintiff and against the defendant be entered in this proceeding.

Frank Hutton
Bell & Brockbank. Attorneys for Plaintiff

Decree pro confesso
Geo. W. Ralston Prothonotary

July 6. 1931 Petition and Order filed

And Now, July 6. 1931, upon consideration of the foregoing case, it is ordered adjudged and decreed as follows

First: That the City of DuBois and its Officers thereof be enjoined and restrained from going upon the piece of land conveyed by P.S. Weber to Carl E. Johnson in any manner which should interfere with improvement use and occupation and the enjoyment thereof the said Carl E. Johnson and his family.

Sec: That the City of DuBois be directed to restore the premises in the same condition as it was prior to the removal of the pipe therefrom, by replacing said pipes, removing and refilling the same to the same extent that existed prior to the acts of the City of DuBois herein complained of.

Third: That the City of DuBois be enjoined from doing any act or thing. By the Court, A R Chase P.J

July 6. 1931 Order Certified to atty

September Term 1928

Harry Boulton	Clearfield Trust Company	August 1. 1928 Bill in Equity filed To the Hon. A. R. Chase Pres. Judge of said Court Your orator Complains and says
Aug 1	3	That your orator is a Corporation organized under the laws of Penna. having its principal office in the Boro. of Clearfield. County of Clearfield. Penna. and is authorized and empowered by its Charter to act as Trustee as herein recited.
	Maple Run Coal Company	That the Deft. Maple Run Coal Company, is a Corporation organized under the laws of the State of Penna. having its principal office in the Borough of Clearfield. County of Clearfield Pa.
	Pro By Atty 11-2-28 2.50	On or about The first day of May 1925. the
	" 2.00	Maple Run Coal Company made executed and
	" .50	delivered a certain mortgage upon its part
	" .50	to the Clearfield Trust Company your Orator
10-1-28		covering a large number of tracts of land to wit
" "	" 1.00	thirteen, in the Twp of Knox, County of Clearfield
	" .50	State of Penna. upon which was located
	" Return of sale 6.00	a large Coal Mine Colliery improvement Consisting
	" 1.00	of one hundred houses, More or less, store building
	14.50	office building, hotel building, power house,
12/12/28	Pro filing Recrs acct 5.00	blacksmith shop, Carpenter shop, fan house,
	Clfd Progress " adv 0/17/360 4.50	tipples, tram roads, shafts, slopes, railroad sidings
	Raftsman Journal " adv 0/17/2605 3.50	and Mine development Capable of producing
2/13/29	Pro filing Supplementary acct 5.00	one thousand (1.000) tons of Coal per day; said
		Mortgage further Containg a Covenant to assign
		to the Trustee for further securing said Mortgage
Feb 9. 1929	Recd of F. Cortez Bell atty	a Certain lease bearing date the 20th day of
14.50	on acct of costs Geo. W. Ralston Pro	August A. D. 1914 between John M. Chase, Jr., Chas
		executors of John M. Chase deceased of the one
		part, and John M. Olson of the other part, for
June 1. 1929	Recd of F. Cortez Bell atty	the mining of coal under Certain lands in Knox
Costs:- Pro. 10.00	Clfd Prog. 4.50	Twp. Clearfield County Pa. which lease is recorded
Raftsman Journal 3.50.	Total Recd	in the office of the Recorder of Deeds in and for
18.00	Geo. W. Ralston Pro	the County of Clearfield in Misc. Book 15. Page
		451. said Mortgage further assigned all of the
		Capital stock of the Berwindale Coal Company,
		and also purported to Convey Certain tracts of land
		belonging to said Berwindale Coal Company
		and situate in the Twp of Jordan. Clearfield County
		Penna. and which mortgage was given to secure
		payment of four hundred bonds for the sum of
		five Hundred ($500.00) Dollars each to be issued
		in manner and form as set forth in said
		Mortgage and bearing interest at the rate of six
		(6%) per cent per annum, payable semi annually
		on interest Coupons attached to said bonds and
		said Mortgage is recorded in the office of the
		recorder of Deeds in and for the County of
		Clearfield in Mortgage Book 81, Page 31 and
		reference is made to said Mortgage as recorded
		for full and Complete recital of all its terms
		and conditions and your Orator prays said record
		may be taken as part of this bill, and is a

first lien upon all of the property described therein and that bonds numbered from one to two hundred inclusive of Series A for 500.00 each, and bonds numbered from one to one hundred eightseven inclusive of Series B for $500.00 each in the total principal sum of One hundred Ninety three thousand five hundred ($193,500) Dollars have been duly certified and issued under said Mortgage and are valid and outstanding obligations of the Defts secured by the Mortgage aforesaid.

That the Deft failed to pay the interest on bonds of Series A numbered from seventeen to thirty eight inclusive, owned by Harry Boulton, due May 1st 1927, and Nov. 1. 1927, and May 1st. 1928. as also upon bonds numbered one to six inclusive and one hundred thirty nine to one hundred fifty inclusive, all of Series A. owned by John C. Forsyth, and as also upon bonds numbered 39 to 50 inclusive, all of Series A. owned by Thomas D Forsyth and also failed to pay the interest due upon bonds numbered from 51 to 80 inclusive, dee of Series A. owned by the Estate of A. E Woolridge, deceased. due Nov. 1st 1927, and the Deft neglected and refused to pay the interest upon all of its aforesaid issued and outstanding bonds due May 1. 1928. although all of the interest due as aforesaid was duly demanded of the Deft Corporation except in such cases where the Deft Corporation had notified bondholders of its inability to provide and its intention to not provide funds for the payment of Interest due May 1. 1928. upon its outstanding bonds as aforesaid, and had given notice to Harry Boulton of its inability to provide and of its intention to not provide for payment of interest on bonds of Series A numbered from 17 to 38 inclusive owned by said Harry Boulton, due May 1st. 1927, and Nov. 1. 1927, and May 1st 1928. and likewise to the executors of the Est of A. E. Woolridge, deceased, of its inability to provide and of its intention to not provide for the payment of the interest due Nov. 1st. 1927 and May 1. 1928, upon bonds numbered from 51 to 80 inclusive of Series A. owned by the said executors of the Estate of A. E. Woolridge, deceased.

The defendant Corporation has neglected and refused to pay School, Township and County taxes upon the aforesaid Mortgaged premises for the year 1926 a balance of $534.15 for the year 1927 a balance of $18.08. which taxes are due to the School Dist of the Twp of Knox the Township of Knox and the County of Clearfield, and whereby the lien of the Mortgage given as aforesaid has been impaired, Contrary to the terms and provisions of the said Mortgage.

The Deft has neglected and refused to pay royalties to the Est of John M. Chase in the sum of $16.24.41 due upon the lease between John M. Chase, Jr., and executors of John M. Chase, deceased, of the one part, and John M. Olson of the other part, alleged in paragraph numbered three hereof, by reason of which default the estate created by said lease is encumbered and impaired and in danger of forfeture by the lessors.

Wherefore, your Orator, averring and showing it has no adequate remedy at Law, needs equitable Relief and Prays:-

I That it be decreed by your Honorable Court the said Mortgage of May 1, 1925, given by the Deft to the Plff recorded in the office of the Recorder of Deeds in and for the County of Clearfield in Mortgage Book 81, page 31, is a first lien upon all the property described therein and that bonds numbered from one to two hundred inclusive of Series A for $500.00 Dollars each, and bonds numbered from one to 187 of Series B for $500.00 each, have been duly certified and issued under said Mortgage and are valid and outstanding obligations of the

Deft secured by the mortgage aforesaid.

II That it be decreed the Deft has failed to keep and perform the Covenants of said Mortgage on its part to be kept and performed and that by reason of said breach of Covenants of the Mortgage, the whole principal amount of the bonds secured by said Mortgage including unpaid interest thereon has become due and payable by the Deft to your Orator, the Plff for account of the holders and owners of said bonds,

III That the Court appoint a receiver to take possession of all of the Mortgaged premises and of all the other property of the Corporation and upon such terms and conditions as the Court may hereafter prescribe, make sale of the same, and hold the proceeds for distribution to and among the persons and corporations entitled thereto.

IV That the Court enjoin the Deft and all other persons from interfering in any manner with the Mortgaged premises and all other property of the Corporation and from interfering with the receiver in his possession and disposition of said property

V That the Court, by its receiver, inventory the items of property in, on and about the Mortgaged premises not included in the Mortgage as herein recited.

VI That the entire amount of the bonds issued and outstanding, to wit, One hundred and Ninety three thousand five hundred ($193.500) Dollars be decreed to be due, payable by the Deft to your Orator, the Plff for account of the holders and owners of said bonds together with interest thereon, upon sale of the Mortgaged premises in these foreclosure proceedings. that it be decreed the amount of interest in default upon the outstanding bonds of the Deft is the sum of Seventy six hundred and eighty ($7680.00) Dollars, and same is forthwith due and payable and to be paid by the Deft to the Plff for account of the respective bondholders, and in default of payment thereof within thirty (30) days from such decree, that the Court decree the sale of the mortgaged premises and by its proper Receiver make sale of the same, barring Defts equity of redemption and destribute the proceeds after payment of Costs and expenses incurred herein to and among the parties entitled thereto,

VII Such other and further equitable relief as the Court may deem proper. And will ever pray

Clearfield Trust Company
By P. T. Davis. Vice President

August 1. 1928 Scheduled Bonds Outstanding filed

Now Aug 1. 1928 the Bill in Equity in the above case presented and considered, and thereupon it is ordered that hearing be had thereon Friday Aug 3. 1928 at ten o'clock A M

By the Court A. R. Chase P. J

Now August 3. 1928. the above case having been set down for hearing this day, hearing having been had at which the Plff and Deft by their officers and Counsel were present as follows: P. T. Davis Vice Pres. of the Clearfield Trust Company and Harry Boulton Esq. Atty for Clearfield Trust Company, and H. D. Woolridge President of the Maple Run Coal Company Deft. and it appearing by Plffs bill filed Aug 1. 1928. that the Clearfield Trust Company is Mortgagee in a certain Mortgage given by the Maple Run Coal

to wit to the Clearfield Trust Company dated May 1st 1925, and recorded on the office of the Recorder of Deeds in and for Clearfield County in Mortgage Book 81 page 31, and which Mortgage was given to secure the payment of four hundred (400) bonds of five hundred ($500) Dollars each of the said Maple Run Coal Company to be certified and issued as in said mortgage set forth, and that the Clearfield Trust Company certified 387 bonds for Five Hundred ($500) dollars each of the defendant under said mortgage and that the defendant issued the same to sundry persons and corporations as set forth in Exhibit A attached to Plffs bills in this and that the same are now outstanding and are valid obligations of the Deft secured by the Mortgage aforesaid; and it appearing that the Defh has neglected and refused to pay school, township and County taxes upon the mortgaged premises for the years 1926 and 1927 as set forth in paragraph five of the Plaintiffs bill and whereby the Lien of the mortgage given as aforesaid has been impaired and has neglected and refused to pay rayalty to the Estate of John M. Chase, deceased, in the sum of $1624.41 due upon a lease agreed to be included in the said Mortgage, and that the Defh has further failed to pay interest upon all of said outstanding bonds due May 1, 1928, and upon certain of said bonds for the interest due at prior dates, the details of such default as to interest being fully set forth in Exhibit A attached to Plffs bill, which Exhibit A is hereby found to be a correct statement of the bonds certified and issued under said Mortgage together with the names and addresses of the holders thereof and the dates and amount of interest in default of each of said bonds, and it further appearing that the Mortgaged premises formed the most Considerable part of a coal mine operation in Knox Township Clearfield County, and that operation of same has been suspended for three months last past and that said Mining operations are suffering waste and loss; and it further appearing all of the facts alleged in Plffs bill are confessed by the Defh in its answer filed this day and it agreeing to all of the relief prayed for in Plffs bill, now, therefore, it is ordered and decked.

First. That F. Carter Bell, Esq., be and is hereby appointed receiver to take Charge of Defts property Consisting of the Mortgaged premises and Mining operations in Knox Twp. Clearfield County Penna. and keep and preserve the same from loss and destruction pending the further order of this Court and that the defendant deliver to the receiver all books, papers, maps and records concerning its property and operation, and that the Defh and all persons claiming under it, as well as all other persons, be enjoined from interfering in any manner with the possession of the receiver of said property.

Sec:- That Defh is hereby ordered and directed to pay to the Plff the sum of $7680.00 defaulted interest due upon its Mortgage bonds and the sum of $2342.21 to B. R. Brown, Collector of taxes for Knox Twp. for school, township and County taxes for the years of 1926 and 1927, due upon the mortgaged premises, said payments to be made within thirty days from this date, in default of which and upon application by the Receiver, sale will be ordered of the Mortgaged premises and upon such sale the entire principal sum of the outstanding bonds under the mortgage recited in these proceedings, to wit, $193,500. shall become immediately due and payable. Said sale to foreclose the Mortgage

and bar defendants equity of redemption.

Third:- The receiver be and is hereby directed to inventory the leasehold, equipment, personal property, and real estate, if any, not covered by the Mortgage, but forming part of the Colliery operations of the Deft in Knox Twp. Clearfield County, Penna and file same in this proceeding.

Fourth:- If the parties deem it advisable and include in their application for an order for sale of the Mortgaged premises, also an application for the sale at the same time of the unmortgaged property of the Defh, not less than fifteen days notice by registered mail shall be given to all unsecured Creditors and stockholders of the Defh of such application.

Fifth:- The receiver is directed to employ watchmen to take Care of the property of the Defh.

Sixth:- The receiver is directed to file a bond in the sum of one thousand ($1,000) dollars upon the order of sale being made, further bond of the receiver may be required.

By the Court.
John N.
Judge 47th Judicial Dist.
Specially presiding.

Aug 20. 1928 Bond filed and Approved By the Court with Aetna Casualty & Surety Co. of Hartford Conn. By the Court A R Chase P.J.

Sept 10. 1928 Report of Receiver with draft and appraisement in the sum of $253,004.25 filed

Now Sept 10. 1928 Confirmed Ni Si absolutely unless exceptions filed within time required by law By the Court A R Chase P.J.

Now Sept 17. 1928 No exceptions having been filed this report is confirmed absolutely Geo W Ralston. Prothy

Now Sept 11. 1928 hearing upon within application is fixed for Oct 1. 1928 at 10. A.M. By The Court. A R Chase P.J.

Sept 29, 1928 Notice filed.

This is to notify all bidders, purchasers, creditors, or anyone interested in the Maple Run Coal Company that the tram road and tipple, including scales and other equipment of the tipple, on the company's operation in Knox Township, Clearfield County, Pennsylvania, is owned by the John M. Chase Estate and is not the property of the Maple Run Coal Company.

Warning is hereby given that no title to the same will pass on a sale of the Maple Run Coal Company. J. Mitchell Chase. Atty for John M. Chase Estate.

Oct 1. 1928 Notice of Order of Sale filed

Oct 1. 1928 Order of Sale filed

Now, October 1st, 1928, application of the plaintiff, joined in by the defendant and all its stockholders, the holders of a majority of its outstanding bonds and with notices to all creditors of the defendant, and upon hearing thereof this day in open Court, was considered and it appearing that the defendant has made default in the payment of the sum of seventy Eight hundred and eighty ($7880) dollars interest due upon its outstanding bonds May 1st, 1928, as also the taxes upon the mortgaged premises, payment of which was directed by the decree of the Court dated August 3, 1928, and in default of which payment it was by said decree adjudged that sale of all of the property of the defendant would be decreed upon application, and it appearing to be for the best interest and desire of all the parties in interest that sale of all of defendant's property should be made, it is ordered and decreed that the receiver, Cortez Bell, Esq., be and is hereby directed to make public sale of all of the defendants property, selling and marking the proceeds

Cont'd on Page 163.

separately, the premises and property which are included in the mortgage being foreclosed in this action from the other property of the defendant; sale of the mortgaged property to be presented to the Court for confirmation on the first Monday of November, 1928, with leave to the receiver to apply for extension of such date if sale has not been made prior thereto; sale shall be advertised in two newspapers published within the County of Clearfield once a week during three weeks preceding the date of sale and By handbills posted not less than fifteen days before date of sale, sale of the mortgaged property to take place at the court house, Clearfield, Penna, and of the other property of the defendant at the place where situated in, Maple Run, Knox Township, Clearfield County, Penna.

By the Court. A. R. Chase. P. J.

Oct 30. 1928 Notice of exceptions and reservations filed by J Mitchell Chase atty

Nov 5th, 1928. Return of Sale filed:—

F. Cortez Bell, Receiver of the Maple Run Coal Company respectfully represents as follows:-

That, he was appointed Receiver by order of your Honorable Court dated the 3rd day of August 1928 and, after duly qualifying, took charge of the property of the Maple Run Coal Company and inventoried the same, which inventory was duly filed of record to the above number and term.

That, there was later presented to your Honorable Court, a petition praying for the sale of the property of the defendant company, both mortgaged and unmortgaged. Notice of the presentation of which was served on all the known creditors and bond holders.

That, by an order, dated the first day of October 1928, your Honorable Court ordered and directed the undersigned Receiver to sell at public sale, all the property of the defendant company, and to keep separate the proceeds received from the sale of the property, covered by a certain mortgage to the Clearfield Trust Company, dated the 1st day of May 1925, under which there had been default; from the proceeds of the sale of the property not covered by such mortgage, your petitioner was directed to present the report of said sale for confirmation on the 1st Monday of November 1928.

That, in pursuance of the order of your Honorable Court, sale notices were prepared, the same being published once a week for three sucessive weeks in the Clearfield Republican and the Raftsman's Journal, two newspapers of general publication in and for the County of Clearfield, as well as by posters placed in the most conspicuous places on the property and in the vicinity and by hand bills distributed on request and at the time of sale. The posters were posted more than fifteen days prior to the date of sale and the last publication was five days prior to date of sale. Affidavits of the publication of said notice together with copies of the notice, being attached hereto marked Exhibit "A" and made a part hereof.

That, in accordance with the notice of sale duly given, your Receiver offered, at public sale in the Arbitration Room of the Court House at Clearfield, Pa. the real estate of the defendant company and on the same day, at the mine premises, located in Knox Township, Clearfield County, Pa. offered the personal and other property of the defendant Company.

That, there was handed to your Receiver a considerable number of notices by Claimants and creditors and, before offering any of the property, there was read the notices of all persons, having any lien or claim on the property to be sold, notice of which had been presented to your Receiver.

That, the notices so presented and read are as follows:—

Notice of the Auditors General's Department of the Commonwealth of Pennsylvania of Corporate Loan and Capital Stock Taxes due for the years '26, '27 and the first ten months of 1928 in the amount of Twelve Hundred Thirty-eight Dollars and eighty cents ($1238.80). The original of said notices being attached hereto.

Statement of J. A. Ritter, collector of taxes for the Township of Pike, County of Clearfield, State of Penna. showing total tax liability in the amount of One Hundred thirty-five Dollars and Fourty-five cents ($135.45). The original of which is attached hereto.

Statement of taxes of B. K. Brown, collector of taxes for Knox Township, Clfd Co, Penna,

Continued on Page 168

December Term 1928

Boulton + Boulton Robert L. Frank. Oct 30	Morris Berney 1	October 30. 1928 Bill in Equity filed To Honorable A.R. Chase, The Judges of said Court:- Your Orator complains and says:- 1.- That your Orator, Morris Berney, is a resident of the City of Johnstown, County of Cambria and State of Pennsylvania.
F. Cortez Bell	Roberta Coal Company a Corporation + Citizen of the State of Pennsylvania having its principal place of business in the City of Johnstown County of Cambria and State of Pennsylvania	2.- The defendant, Roberta Coal Company, is a corporation duly organized in 1920 and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of Johnstown, County of Cambria and State of Pennsylvania, and is a resident of said state and within the jurisdiction of this court. 3.- your orator is a creditor of the defendant, having loaned and advanced Nineteen Thousand Three Hundred Seventy-seven and 04/1000 ($19,377.04) Dollars to the defendant at various times, for the purpose of payment of taxes, interest on notes and for other purposes. Your Orator also avers that he is a stockholder of said defendant, holding two hundred and three (203) shares of its capital stock valued at Twenty Thousand Three Hundred ($20,300.00) Dollars.
Pro By atty 11-2-28 2.50 " .50 " .50 " 10.00 " .50 .50 .50 .50 .50 .50 .50 July 5, 1929 Rec'd on acct 15.00 32.50 6/14/29 by order court Plff Atty fee 300.00 July 5, 1929 Recd of E.J. Kelley, Recr 2.50 Geo. M. Ralston Pro		4.- That the defendant, Roberta Coal Company, is organized for the purpose of operating coal mines and property, and mining, selling and shipping coal. 5.- That the mines of the defendant Company have been closed for a period of about two and one-half years, and there has been no operations in the meantime except for a period of about one month, from November, 1926 to December, 1926. 6.- That the personal property of the defendant company includes two mining motors, three mining machines, one hundred forty cars, two scales, one generator, one fan, four pumps, stoves, electric wiring, mine rails, an extensive railroad siding and tipple, valued at Seventy-one Thousand Seven Hundred Sixteen ($71,716.00) Dollars; 7.- That the real estate owned includes twelve thousand three hundred Ninety nine (12,399) acres of coal and minerals valued at Seven Hundred Forty-three Thousand Nine Hundred Forty ($743,940.00) Dollars, sixteen hundred (1600) acres of surface land valued at Forty Thousand ($40,000.00) Dollars, a lease on four hundred thirty (430) acres valued at Fifteen Thousand ($15,000.00) Dollars and twenty-three employees' houses valued at Thirty Thousand ($30,000.00) Dollars, in Chest, Bell, and Burnside Townships, and New Washington, Newburgh and Mahaffey Boroughs. 8.- That shortly after incorporation in 1920, the Company opened and developed two mines on its own property in Burnside Township; that the one opening was developed for a distance of about five Thousand (5000) feet, and the other for a distance of over one thousand (1000) feet, and about one hundred twenty (120) acres of the D. seam have been mined and removed, the interior of these workings are wired for electricity and in good condition, there being natural drainage, and therefore no necessity for pumps. 9.- That a fair, conservative statement of the value of the assets of the Company, as shown by paragraphs 6 and 7 is Eight Hundred Twenty-eight Thousand Nine Hundred Forty ($828,940.00) Dollars.

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10.— That the liabilities approximate Five Hundred Fifty-four Thousand and 05/100 ($554,000.05) Dollars, of which Three Hundred Thousand ($300,000.00) Dollars is represented by a mortgage against the property and of which One Hundred Ninety-eight Thousand One Hundred Eighty-seven and 50/100 ($198,187.50) Dollars principal, and Thirty-six Thousand ($36,000.00) Dollars interest, remains unpaid; unsecured indebtedness including notes and accounts payable of about One Hundred Forty-two Thousand and 05/100 ($142,000.05) Dollars, and in capital stock outstanding of One Hundred Eleven Thousand Eight Hundred ($111,800.00) Dollars.

Wherefore your Orator needs equitable relief and prays:

I.— That your Honorable Court appoint a receiver for Roberta Coal Company to take hold and preserve all of its property and assets.

II.— That said Receiver be authorized to demand, sue for, collect, receive and take into his possession, all the goods, chattels, rights, credits, moneys, effects, lands, tenements, books, papers, choses in action, and all other property whatsoever of the said defendant Company, and to institute and prosecute suits at law or in equity for the recovery of any assets, property, damages, or demands belonging to or existing in favor of the said defendant Company, and to settle and compound all debts and other claims whatsoever of the said defendant Company.

III.— That the officers, employees and servants of said defendant company be enjoined from selling, transferring, disposing of, or in any manner interfering with any of the property of said defendant Company, or taking possession of the same, or interfering with the said Receiver in the performance of his duties.

IV.— That the business of said company be wound up and its property converted into money and distributed among its creditors as they may be legally entitled thereto, and that the balance thereof be distributed among its stockholders as they may be legally entitled thereto.

V.— That the creditors and stockholders of Roberta Coal Company and all other persons be enjoined from instituting or prosecuting and continuing the prosecution of any actions, suits or proceedings at law, or in equity against the defendant Company in any Court wherever situated, and from levying any judgments, executions or other processes upon or against any of the property of the defendant company, or from taking or attempting to take into their possession the property of the defendant company, or any part thereof, until further order of the Court.

And they will ever pray.

Morris Berney—Plaintiff.
Robert L. Frank—Atty for Pltf
Boulton & Boulton—Atty for Pltf.

Oct 30th, 1928 Decree of Court filed.

And now, Oct. 30, 1928 on reading the above bill of complaint and answer thereto of the defendant company admitting the averments therein stated and joining in its prayer for the appointment of a receiver, the only execution creditor known to the Court being represented by counsel present and offering no objection, the prayer of the Complainant is granted, and It is Ordered, Adjudged and Decreed.

1.— That Jacob Lupenberg of Houtzdale and Edward J. Kelley of Clearfield be, and they hereby are appointed receivers for Roberta Coal Company, the defendant above named.

2.— That said receivers be, and they hereby are, authorized to demand, sue for, collect, receive and take into their possession, all the goods, chattels, rights, credits, moneys, effects, lands, tenements, books, papers, choses in action, and all other property whatsoever of said defendant company, and to institute and prosecute suits at law or in equity for the recovery of any assets, property, damages or demands belonging to or existing in favor of the said defendant company, and to settle and compound all debts and other claims whatsoever of said defendant company.

3.— That the officers, employees and servants of the defendant be enjoined from selling, transferring, disposing of, or in any manner interfering with any of the property of said defendant, or taking possession of the same, or interfering with the said receivers in the performance of their duties.

4.— That the creditors and stockholders of Roberta Coal Company and all other persons

Cont'd on Next page.

be enjoined from instituting or prosecuting and continuing the prosecution of any actions, suits or proceedings at law or in equity, against the defendant in any Court wherever situated, and from levying and judgments, executions or other processes upon or against any of the property of the defendant, or from taking or attempting to take into their possession the property of the defendant or any part thereof, until further order of the court.

5. — That said receivers hereby named, within twenty days hereof, shall make a report to the Court as to the character and extent of the property of the defendant, the interests in and known claims against it, its income-producing capacity, and the best method of realizing its value for the benefit of those interested.

6 — This decree shall not become effective until the receivers shall have filed bond in ten thousand dollars, to be approved by the Court.

By the Court, A. R. Chase. P.J.

October 30, 1928 Answer filed. Nov 7. 1928 service accepted by Boulton + Boulton. attys for Pff

Oct 31. 1928 Bond of Receivers Ten Thousand Dollars with U.S. Fidelity + Guaranty Co. as Surety filed and approved By the Court A R Chase P.J.

Oct 31. 1928 Motion for appointment of Appraisers & Order thereon filed 30th day of Oct. 1928 upon consideration of the above motion Dean Blose and William Burns are appointed appraisers to perform the duties as such according to the requirements of Rule 46 of the Rules of Equity Practice By the Court A R Chase P.J.

Nov 20, 1928, Report of Receivers filed:

Now Nov 20, 1928 Within report directed filed. By the Court, A. R. Chase, P.J.

Report of Appraisers as follows: — We, the appraisers appointed by the Court in the above matter, having viewed the property, make our appraisement on the various personal property as follows:

1	100 K. W. 250 V. Westinghouse M. G. S.		$1850.00
1	6 Ton Goodman Electric locomotive		1000.00
1	8 " Jeffries " "		1200.00
2	Goodman mining machines @ $900.		1800.00
1	Sullivan " "		1000.00
101	mine Cars @ $35.00		3535.00
39	mine cars @ $25.00 no brakes		975.00
2	Sets Fairbanks scales @ $25.00		50.00
1	Transformer set		150.00
1	10 ft. Stine Fan and 25 H.P. Motor		400.00
1	Electric pumps-2" suction		50.00
3	hand pumps		15.00
1	set blacksmith tools and supplies		150.00
1	Electric welding machine		50.00
1	lot electrical supplies		50.00
115	Tons mine rails 30#		2300.00
80	Tons " 16#		2000.00
1500	ft. 2-0 Copper trolley wire and hanger		750.00
176.9	Tons 100# rails		3538.00
400	mine props & ties		40.00
15	frame double houses 18'x48' two story with 1 story kitchen	12'x14'	6975.00
1	four apt. Frame house		100.00
1	18' X 36' Frame Supt. house 2 story		930.00
1	40' X 80' Store building & sheds, frame		500.00
5	16' X 26' Single houses 2 story		1000.00
1	18' X 30' house (New Washington)		750.00
2	16' X 26' single houses, 2 story		600.00
1	30' X 40' Power house		100.00
1	30' X 30' Motor barn		100.00
1	18' X 40' Blacksmith Shop.		150.00
1	12' X 18' Office building		50.00
1	12' X 24' Sand house		50.00
1	50' X 60' Stable and garage		400.00
12,399 acres Coal rights, Burnside, Chest, Bell, Townships Newburg, Westover, New Washington and Mahaffey Boroughs. 1600 acres of the 12,399 are in Free, @ $25.00 per acre.			309,975.00

The Receiver is not able to give an accurate statement at the present time of the money due the Roberta Coal Company, but there is one claim against the Mahaffey Coal Company for royalty in the amount of $2,130.25 which is evidenced by notes discounted at the United States National Bank in Johnstown.

The amount owed by the Roberta Coal Company is made up of mortgages, notes and tapes. The following are the mortgages owed by the Roberta Coal Company and held by the Jacob Tome Institute:

1 Mortgage, dated Sept. 27th 1920, amount $225,000.00
1 Mortgage dated Dec. 1st, 1922, amount 210,000.00

These mortgages are on record in the Registers & Recorders office of Clearfield County. In addition to this, there are the following notes owed by the Roberta Coal Company.

U.S. National Bank, Johnstown, Pa.		$ 5315.00
First " " Cherry Tree, Pa.		2,700.00
Dale " " Johnstown, Pa.		1,000.00
Johnstown Trust Co., Johnstown, Pa.		12,200.00

Cont'd on next page.

Salip State Bank, Salip, Pa.	$2,000.00
David Ott, Johnstown, Pa	13,915.00
Louis Franke, Johnstown, Pa.	2,270.00
Francis C. Martin, Johnstown, Pa.	2,610.00
H. A. Slick, Johnstown, Penna	1,400.00
J. B. Williams, Johnstown, Pa.	5,200.00
William De Frehn and Sons, Johnstown, Pa.	2,150.00
M. Glosser & Sons, Johnstown, Pa	1,288.00
Total	$99,748.00

in addition to one owing to Morris Berney (referred to in the statement of Claim) in the amount of $19,377.64. The Berney figure includes both principal and interest.

The figures given above, other than the Berney note, do not include the interest to date. It will take some time to figure the interest to date on all of these, but if you must have this information, you can let me know. I think it would be better to figure the interest at some later time when a fair sale price is to be arrived at."

The note of the Johnstown Trust Company, Johnstown, Pa is the only note which is a judgment against the Company in Clearfield County. This is evidenced by two notes with the interest computed, ond to 213 December Term, 1928, in the amount of $7,560.00 Fi Fa issued to 47 December Term, 1928. The balance of the amount is issued to 212 December Term, 1928, in the amount of $5,250.00, extended by Fi Fa to 46 Dec T, 1928.

The balance of the debts of the company are made up by taxes. It would take approximately $19,045.95 to redeem and pay off the taxes including the 1928 taxes, when the property has been sold to the County for taxes but not otherwise. Most of the property has been sold to the county for taxes. We are attaching herewith a list showing the amount of taxes due the County.

Office of County Treasurer of Clfd. County, Pa.

Redemption statement for ten tracts of land, assessed to Clfd & Cambria Coal + Coke Co., in Bell Township, sold to individuals at Treasurer's Seated Sale, June 26, 1928 for unpaid taxes of year 1926 and interest and costs. Also a statement of the returned taxes on the same ten tracts of Seated Land for the year 1927.

Year	Acres	Perches	Taxes & Costs	Penalty 25%	Total
1926	84	112	$ 72.25	$ 18.06	90.31
1926	38	129 4/10	34.91	8.73	43.64
1926	22	18	22.06	5.52	27.58
1926	85	108	75.20	18.80	94.00
1926	115	25 5/10	71.06	17.77	88.83
1926	12	118	14.43	3.61	18.04
1926	83	82	57.94	14.48	72.42
1926	50	23	44.54	11.14	55.68
1926	105	112	20.45	5.11	25.56
1926	121		100.75	25.19	125.94
Year					
1927	84	112	63.00		63.00
1927	38	129 9/10	28.35		28.35
1927	22	18	16.42		16.42
1927	85	108	63.38		63.38
1927	115	25 5/10	61.90		61.90
1927	12	118	9.33		9.33
1927	83	82	49.92		49.92
1927	50	23	37.28		37.28
1927	105	12	14.93		14.93
1927	121		89.96		89.96
				Total for ten tracts in Bell Twp,	1076.47

Office of County Treasurer of Clfd. County, Pa.

Statement of returned taxes for year 1927 on 63 tracts of Seated Land, assessed to Roberta Coal Company and 1 tract assessed to Roberta Supply Co., all in Burnside Township.

Year.	Acres	Perches		Taxes
1927	37	95	Coal Rt.	26.83
1927	126	20	Coal Rt.	91.30
1927	121	77	" "	87.69
1927	143	3	" "	103.62
1927	29	3	" "	21.04
1927	26	63	" "	18.85
1927	100			72.47
1927	152	75	" "	115.23
1927	49	90	" "	35.53
1927	53	10	" "	38.42
1927	25	5	" "	18.14
1927	132	1	" "	95.63
1927	117	27	" "	84.79
1927	60	143	" "	43.49
1927	100	84	" "	72.47
1927	14	16	" "	10.14
1927	126	71	" "	91.29
1927	42	112	" "	31.88

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*3 Sept T. 1928 Clearfield Trust Co. vs. Maple Run Coal Company.

showing taxes liability in the amount of Four Thousand Three Hundred Fifty-two Dollars ($4352.00) copy of which is attached hereto and marked Exhibit "B." Adverse Claimants.

Notice of the John M. Chase Estate of royalty due on lease, under which the defendant company operates, copy of which notice is attached hereto marked Exhibit

Notice of the John M. Chase Estate that the tramroad and tipple and equipment used in connection therewith could not be sold under the terms of lease with said estate, copy of which notice is attached hereto and marked Exhibit "D."

Notice of the Morrow Manufacturing Company, that the equipment in the tipple was sold to the Company under a conditional sale agreement of record, copy of which notice is attached hereto and marked Exhibit "E"

Notice of the John M. Chase Estate, setting out the reservations and exceptions contained in deeds from said estate which reservations and exceptions were not in the notice. A copy of such notice being attached hereto marked Exhibit "F."

Notice of John C. Forsyth, that he and his wife had never made a deed to the Company for the property described as tract No. 2 in the sale notices and that the Maple Run Coal Company had no title to same, a copy of which notice is attached hereto and marked Exhibit "G."

Notice of D. Clark Barnett that the description of tract No. 8 on the printed notice is incorrect in respect to title being in the defendant company to the minerals, other than the coal. The description in the printed notices is the same as that in the mortgage to the Clearfield Trust Company and in the deed from Harry Cathcart to the Maple Run Coal Company, but no search was made as to the prior deeds, copy of such notice is attached hereto and marked Exhibit "H."

That, there was offered and sold only the right, title and interest of the defendant company in and to the various properties sold so that the rights of all those giving notice were fully protected.

That on the 30th day of October at ten A.M. in the Arbitration Room of the Court House at Clfd, your Receiver offered at public sale all the right, title and interest in the real estate hereinafter described and mentioned. The same were offered separately and then as a whole. The only bid received was a bid of Harold J. Boulton in the amount of five thousand dollars ($5,000.00) for the property as a whole, which bid was held and by agreement of all bidders present the sale adjourned until Thursday November 1st, at two P.M.

That, on Tuesday, October 31st at two P.M. on the premises situate in Knox Township, Clfd. County, Penna. your receiver offered the personal property at public sale. There was read the different items of personal property, as shown in the inventory and appraisement, beginning with that marked Hotel Furniture, and continuing to the end of the inventory, excluding the Concrete reservoir, the Smith shop building, power house and office and other building and the contents of the fan house and power house which were treated as realty. In addition to the property described in the inventory and appraisement there was offered all the rest, residue, and remainder of the defendants property for the purpose of disposing of any articles which were not specifically mentioned in the inventory and appraisement. The items and appraised value of the articles as set out under each heading in the inventory and appraisement were read and the bidders requested if there were any articles under that heading, desired by them to be offered separately. Except in case such preference was given, the articles mentioned under the general headings of the inventory and appraisement were offered as a whole. The total amount of the bids received on the property, as offered in this manner, amounted to Four Thousand One Hundred Fifty-six Dollars ($4156.00). The personal property was then offered as a whole and bids received therefore. The bids received for the entire personal property of the defendant company being nearly four times the total received for the same property when offered separately. All of the personal property was awarded to Harold J. Boulton, subject to confirmation by your Honorable Court on

Cont'd on Next Page

his bid of Fifteen Thousand Seven Hundred Dollars ($15,700.00) that being the highest and best sum bid and he being the highest and best bidder.

That a list of the items sold and included is attached hereto and marked Exhibit "I".

That, on Thursday, November 1st, in the Arbitration Room of the Court House at Clearfield, the adjourned sale of the real property was had and the notices effecting title to the said real estate were again read.

That, having been directed by your Honorable Court to keep separate the property covered by the mortgage, from that not so covered, and the shares of stock of the Berwindale Coal Company having been included in the sale of the personal property, and, said shares of stock being specifically included in the mortgage to the Clearfield Trust Company, above mentioned, the consent of Harold J. Boulton, purchaser of the personal property, to again offer the capital stock of the Berwindale Coal Company for the purpose of obtaining its value, and agreeing to release any claim that he might have to any purchaser at the second sale as obtained and read. A copy of such consent being attached hereto and marked Exhibit "J". The shares were then offered at public sale and the only bid received therefore was the bid of Harold J. Boulton in the amount of Five Dollars ($5.00) the same, being again awarded to him on that bid.

That, the real property was then offered for sale with the explanation that there passed with the same about ninety-six dwelling houses, the pool room and bakery, hotel, reservoir, barn, smith shop, fan house and power house. The fire house and the fixtures inventoried as in the fan house and power house as well as other improvements such as side walks and water mains.

Bids were then received for the sale of this property, subject to the right of the parties giving notice, and after competitive bidding, the same was awarded to Harold J. Boulton on his bid of Ten Thousand Dollars ($10,000.00) subject to the confirmation by your Honorable Court, he being the highest and best bidder and his being the highest and best sum bid. A description of the property so sold under said bid being attached hereto marked Exhibit "K" and made a part hereof.

That, your Receiver, in pursuance of the order of your Honorable Court, has separated the proceeds of the sale of the property covered by the mortgage, from that not so covered, as follows:

Received from property covered by mortgage Ten Thousand Five Dollars ($10,005.00). Received from property not so covered Fifteen Thousand Six Hundred Ninety five Dollars ($15,695.00). Property listed as Exhibit "I", with the exception of the stock of the Berwindale Coal Company, being treated as not covered by the mortgage and that listed as Exhibit "K," plus the outstanding capital stock of the Berwindale Coal Company, being treated as Exhibit "K."

Wherefore, your petitioner prays that the sale of the property both real and personal as above set out be confirmed and that he be authorized and directed upon receipt of the purchase price to make, execute and deliver unto Harold J. Boulton, the purchaser, such deed or other instruments in writing as may be necessary to perfect title to the same and that he be instructed to deliver to the aforesaid purchaser possession of said property.

F. Cortez Bell
Receiver of Maple Run Coal Co.

Order of Court.- Now November 5th, 1928, the within Return of Sale, having been presented by F. Cortez Bell, Receiver, and it appearing from the same, that, after due and proper legal notice as directed by the Court, public sale of said property was had, and that, after competitive bidding, the personal property was sold to Harold J. Boulton on his bid of Fifteen Thousand Seven Hundred ($15,700.00), subject to confirmation of this Court and that the real property was sold to the said Harold J. Boulton on his bid of Ten Thousand Dollars ($10,000.00), subject to confirmation of this Court. It further appearing to the Court that the receiver, under instructions from this Court, has separated the proceeds of the sale of the property covered by the mortgages from that not so

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Clearfield Trust Company vs. Maple Run Coal Company.

covered as follows: that covered by the mortgage selling for Ten Thousand Five Dollars ($10,005.00) and that received for the property not so covered amounting to Fifteen Thousand Six Hundred Ninety-five Dollars ($15,695.00). The within return of Sale is hereby confirmed Nisi, to be confirmed absolutely unless exception be filed thereto within 5 days from this date.

Upon absolute confirmation of this sale, F. Cortez Bell, receiver, is ordered and directed to deliver to Harold J. Boulton possession of the property so sold and to make, execute and deliver unto him a deed for the real property, so sold, and to do such other acts as may be necessary for the conveyance of title to the personal property so sold.

By the Court, A. P. Chase. P. J.

Nov 12-1928. Nov 12-1928 No exceptions being filed within five days. Within sales Confirmed Absolutely.

By the Court, A. P. Chase P. J.

Dec 12, 1928 Receivers account filed
See Receivers Docket A. Page 333 for Receivers account.

Feb 13 1929 Receivers Supplementary account filed
See Receivers Docket A Page 333 for Recievers account

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December Term 1928.

L.D. McCall Bell & Bell	J. W. Keefer		November 19, 1928 Bill in Equity filed. To Honorable A.R. Chase, President and Sole Judge of said Court:
	2		your Orator complains and says:
Nov 19. John C. Arnold N.F. Womer	J.W. Keefer A.B. Tate		First: That on the 1st day of May, A.D. 1922, your Orator entered into an agreement with J.W. Keefer and A.B. Tate, both of the City of DuBois, Clfd. County, Penna, the defendants hereinafter named, to form a partnership with them for the conducting of a garage in the City of DuBois,
	Pro 12-5-28 by pff atty	1/35	2.50 aforesaid, which agreement was reduced to writing and
			.50 signed by your Orator and the said defendant, and a copy
	"		.50 whereof is hereto annexed, marked "Exhibit A" and made
	Pro		.50 a part of this bill.
	Pro		.50
	"		.50 Second: That the said co-partnership business was
	"		.50 carried on under the name and style of the Park Avenue
	"		.50 Garage, and continued until the 1st of January, 1926,
	"		1.60 when the same was dissolved by mutual consent, a
	"		1.50
	Dis		1.00 copy of said agreement of dissolution being hereto
			11.61 attached, marked "Exhibit B" and made a part of this Bill.
			Third: That no other articles or instruments have ever been prepared and executed by the parties hereto, except "Exhibits A and B."
April 20, 1929. Recd of Clk of Mrs. W. E. Zeigler for Costs:- Atty 2.50 Pro 9.11 Total Recd 11.61 Geo. W. Ralston Pro			Fourth: That the said A.B. Tate has from time to time since the commencement of the said partnership, applied to his own use from the receipts and profits of the said business, very large sums of money greatly exceeding the proportion thereof to which he was entitled, and in order to conceal the same, the said A.B. Tate did not enter the same upon the books of the said co-partnership.
			Fifth: No settlement of the said co-partnership accounts has ever been made between your Orator and the said A.B. Tate and J.W. Keefer, and since the said dissolution your Orator has repeatedly applied to the said A.B. Tate to come to a final settlement with respect thereto, and to account for the monies withheld by him from said co-partnership, but the said defendant, A.B. Tate, absolutely refuses so to do.
			Sixth: The said A.B. Tate has possessed himself of the said co-partnership books and has charged up to the partnership various sums that are his individual indebtedness, and has refused to render to your Orator any account of the co-partnership monies received by him, as more fully hereinafter set forth.
			Wherefore, your Orator, showing that he has no adequate remedy at law, and needs equitable relief, prays:
			1st. That an accounting may be taken of all and every the said late co-partnership dealings and transactions until the time of the expiration thereof, and that the said A.B. Tate and J.W. Keefer may be directed to pay to your Orator, what, if anything, shall upon such accounting appear to be due from them, your Orator being ready and willing, and hereby offering to pay to the said A.B. Tate or J.W. Keefer, what, if anything, shall appear to be due to him, or them, as his contribution from the said joint concern.

Cont'd on next page.

2nd: That some proper person be appointed to receive and collect all monies which may be coming to the credit of the said late co-partnership.
3rd: That the defendants be, pending this Bill, specially and on final hearing, perpetually restrained from collecting or receiving any of the debts due or owing to said co-partnership, and from interferring in any manner with said co-partnership or its business or property, or receiving any of the debts due and owing thereto.
4th: And further, that plaintiff may have such further and other relief in the premises as to your Honorable Court shall seem meet.

J. H. Keefer.

To the defendent within named:

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in Equity, to enter a written appearance to the term and number stated hereon, in the office of the Prothonotary of The Court of Common Pleas of Clearfield County, Penna, specifying therein a person and place within said country where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect, the Bill may be taken Pro Confesso and a decree made against you in your absence.

L. D. McCall, Atty for Plff.

Now, Nov. 19, 1928 Service of the within Bill of Complaint accepted by Copy.

Bell & Bell, Atty for J. W. Keefer.

Nov, 18, 1928 Service of the within bill accepted for A. B. Tate.

John C. Arnold, N. F. Womer,
Attys for A. B. Tate

Now Nov 22. 1928, John C. Arnold and N. F. Womer, atty's. enter their appearance for A. B. Tate.

Dec 13. 1928 Answer raising preliminary objections filed with service accepted by copy by L. D. McCall of Counsel for Plff.

Feb 1. 1929 Opinion and Decree filed

Now. Feb 1. 1929, the petition to dismiss Bill is sustained, unless the Plff. files an amended Bill to Comply with the findings of the Court in this issue within thirty days from this date. And further that no answer is required to the Bill in its present form. That upon failure to file amended Bill within the time herein designated upon Motion of the Defendants this bill to dismiss to be made final By the Court

Feb 4. 1929 Amended Bill in Equity filed A. R. Chase P. J.

Now. Feb 4. 1929 Amendment allowed By the Court A. R. Chase P. J.

Feb 4. 1929 service accepted by copy by N. F. Womer & John C. Arnold atty for A. B. Tate

Feb 6. 1929 service accepted by copy for J. W. Keefer Bell & Bell attys

Feby 27-1929 Answer raising Preliminary Objections filed: (1 copy marked Miscellaneous to accept.)

Feby 28-1929 service accepted by Copies by N. F. Womer & John C. Arnold Attys for A. B. Tate.

Now April 20. 1929 this action settled & discontinued

Bell & Bell. Attys for Plff

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✱1 Dec Term, 1928. Morris Berney vs. Roberta Coal Company

	year.	acres	Perches.		Tapes.
	1927	65	21	Coal Rt.	47.13
	1927	30		" "	21.74
	1927	8		" "	5.79
	1927	83	37	" "	60.16
	1927	61	9	" "	44.24
	1927	21	45	" "	15.25
	1927	46	5	" "	33.33
	1927	117		" "	84.79
	1927	83	91	" "	60.17
	1927	104	42	" "	75.37
	1927	60	80	" "	43.49
	1927	49	150	" "	35.53
	1927	90	75	" "	65.21
	1927	54	96	" "	39.12
	1927	35	72	" "	25.39
	1927	77		" "	55.81
	1927	162	128	" "	117.28
	1927	54	104	" "	39.12
	1927	49	81	" "	35.53
	1927	114	132	" "	82.62
	1927	102	134	" "	73.91
	1927	313	116	" " X(313)	226.77
	1927	52	25	" "	37.67
	1927	79	78	" "	57.25
	1927	81	7	" "	58.71
	1927	55	110	" "	39.88
	1927	68	48	" "	49.28
	1927	64	41	" "	46.39
	1927	63	59	" "	45.66
	1927	99	111	" "	71.76
	1927	16	112	" "	11.59
	1927	52	25	" "	37.67
	1927	46	49	" "	33.33
	1927	84	112	" "	60.86
	1927	344	90	" "	249.25
	1927	52	121	" "	37.67
	1927	52	47	" "	37.67
	1927	15	18	" "	10.88
	1927	88	132	" "	63.75
	1927	21	31	" "	15.25
	1927	107	113	" "	77.56
	1927	43	122	" "	31.17
	1927	61	135	" "	44.24
	1927	130	104	" "	94.19
	1927	60	98	" "	43.49
	1927 St.	H. & L.		Roberta Supply Co.	28.98

Total for 64 tracts in Burnside Twp. 3630.71

Office of County Commissioners,

Statement of amount necessary to redeem lands in Mahaffey Borough, Clfd Co, assessed in the name of Clfd & Cambria Coal and Coke Company, which were sold to Clearfield Co. at Treasurer's Sale August 31, 1928 for tapes for the year 1926.

Property	Sale Price	Tapes 1927	Tapes 1928	Total
65 acres	#55.69	40.66	40.66	
Int.	.57	2.03		139.61

Office of County Commissioners,

Statement of amount necessary to redeem lands in Newburg Borough, Clfd. Co, assessed in the name of Roberta Coal Company, which were sold to Clfd. Co. at Treasurer's Sale August 31, 1928 for tapes for the year 1926.

Property	Sale Price	Tapes 1927	Tapes 1928	Total
108 & 66⅔/100 acres Coal Right	103.52	89.28	89.28	
Int.	1.94	4.46		#287.64
66 & 137 per Coal Right	57.71	48.22	48.22	
Int.	.58	2.41		157.14
5½ & 5½ acres Coal Right	15.46	8.58	8.58	
Int.	.15	.43		33.20

Office of County Commissioners,

Statement of amount necessary to redeem lands in New Washington Borough, Clfd, Co, assessed in the name of Roberta Coal Company, which were sold to Clfd. Co. at Treasurer's Sale August 31, 1928 for tapes for the year 1926.

Property	Sale Price	Tapes 1927	Tapes 1928	Total
11½ acres	10.27	6.98	6.98	
Int.	.10	.35		24.68
4 @ Coal Rt	6.23	2.55	2.55	
Int	.06	.13		11.52
41 & 20 @	39.03	38.43	38.43	
Int	.39	1.92		118.20
51 @ Coal Rt.	33.24	32.13	32.13	
Int	.33	1.61		99.44
31 @ Coal Rt	21.79	19.54	19.54	
Int.	.22	.98		62.07

Cont'd on next Page.

*1 Dec. Term, 1928. Morris Berney vs. Roberta Coal Company.

Property	Sale Price	Tapes 1927	Tapes 1928	Total
102 @ Coal Rt.	62.57	64.25	64.25	194.91
Int.	.63	3.21		
3 @ Coal Rt.	5.68	1.93	1.93	9.70
Int	.06	.10		
19 @ Coal Rt.	14.88	11.99	11.99	39.61
Int.	.15	.60		
17 Houses & 54 acres	128.13	136.04	136.04	408.29
Int	1.28	6.80		
46 @ Coal Rt	30.38	28.88	28.88	89.88
Int.	.30	1.44		

Office of County Commissioners,
Statement of amount necessary to redeem lands in Westover Borough, Clfd. Co. assessed in the name of Jacob Tome Institute, which were sold to Clfd. Co. at Treasurer's Sale August 31, 1928 for tapes for the year 1926.

Property	Sale Price	Tapes 1927	Tapes 1928	Total.
86 acres	62.77	50.74	50.74	167.42
Int.	.63	2.54		
44 acres	34.09	26.06	26.06	87.85
Int.	.34	1.30		
29 acres	23.84	17.08	17.08	59.09
Int	.24	.85		
22 acres	18.95	13.06	13.06	45.91
Int.	.19	.65		
6 acres	8.05	3.60	3.60	15.51
Int.	.08	.18		
165 acres	117.20	97.29	97.29	317.81
Int	1.17	4.86		
87 acres	63.44	52.33	52.33	171.35
Int.	.63	2.62		
10 acres	10.88	6.43	6.43	24.17
Int	.11	.32		
123 @ 25 perch	88.17	73.68	73.68	240.09
Int.	.88	3.68		
28 acres	23.17	17.15	17.15	58.56
Int.	.23	.86		
25 acres	21.11	14.79	14.79	51.64
Int	.21	.74		

Office of County Commissioners,
Statement of amount necessary to redeem lands in Bell Township, Clfd. Co. assessed in the name of Clfd & Cambria Coal and Coke Company, which were sold to Clfd. Co. at Treasurer's Sale August 31, 1928 for the year 1926 tapes.

Property	Sale Price	Tapes 1927	Tapes 1928	Total.
89 @ 124 Perch	110.62	99.56	95.45	311.72
Int	1.11	4.98		
121 @ 83 3/10 P	149.18	135.35	129.77	422.56
Int	1.49	6.77		
19 @ 76 Perch	18.66	14.20	13.58	47.34
Int	.19	.71		
52 @ 153 Perch	45.12	38.75	37.18	123.49
Int	.45	1.99		
105 @ 154 3/10 P.	87.72	78.31	75.07	245.89
Int.	.88	3.91		
45 @ 126 8/10 P.	40.06	33.56	32.17	107.87
Int	.40	1.68		
31 @ 42 8/10 P.	28.30	23.15	22.16	75.04
Int	.28	1.15		
209 @ 39 Perch	171.26	155.84	149.43	486.04
Int	1.71	7.80		
116 @ 58 3/10 P.	96.53	86.48	82.94	271.24
Int	.97	4.32		
261 @ 126 3/10 P.	212.21	193.85	185.90	603.78
Int.	2.12	9.70		
50 @ 114 2/10 P.	43.54	37.28	35.75	118.87
Int	.44	1.86		
94 @ 83 4/10 P.	78.88	70.08	67.21	220.46
Int.	.79	3.50		

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(contd from Page 175)

*1 Dec Term, 1928. Morris Berney vs. Roberta Coal Company

Cont'd	Property	Sale Price	Taxes 1927	Taxes 1928	Total
	50@-48 9/10 Perches	43.54	37.28	35.75	118.87
	Int	.44	1.86		
	22@116 Perch	21.06	16.42	15.73	54.24
	Int	.21	.82		
	85@117 3/10 P.	71.65	63.38	60.78	199.70
	Int.	.72	3.17		
	20@66 3/10 P.	19.45	22.38	21.45	64.59
	Int.	.19	1.12		
	30@-153 P.	27.48	14.93	14.30	57.73
	Int.	.27	.75		
	128@5P	87.72	78.31	75.07	245.89
	Int	.88	3.91		
	333@21.6/10 P.	270.87	248.30	238.09	772.38
	Int.	2.71	12.41		
	20@	16.20	11.91	11.44	40.31
	Int	.16	.60		
	75@	43.54	37.28	35.75	118.87
	Int.	.44	1.86		
	104@40 9/10 P	87.91	77.55	74.36	244.57
	Int	.88	3.87		
	9@	10.63	6.74	6.44	23.95
	Int.	.11	.03		
	100@	83.71	74.57	71.50	234.34
	Int	.84	3.72		
	273@	222.66	203.55	195.19	633.80
	Int	2.23	10.17		
	100@	83.71	74.57	71.50	234.34
	Int	.84	3.72		

Office of County Commissioners,
Statement of amount necessary to redeem lands in Chest Township, Clfd Co, assessed in the name of Roberta Coal Company, which were sold to Clfd Co. at Treasurer's Sale August 31, 1928 for taxes for the year 1926.

Property	Sale Price	Taxes 1927	Taxes 1928	Total.
26 H.D.L.	142.20	60.09	63.86	270.57
Int	1.42	3.00		
45@ Coal Rt.	38.42	32.57	34.76	107.76
Int.	.38	1.63		
53@acres	44.66	38.38	40.94	126.35
Int.	.45	1.92		
84 acres	68.72	60.80	64.89	198.14
Int	.69	3.04		
22 acres	20.52	15.92	17.00	54.45
Int.	.21	.80		
81 acres	66.44	58.67	62.57	191.27
Int.	.66	2.93		
104 acres	84.26	75.28	80.34	244.48
Int	.84	3.76		
50 acres	42.30	36.18	38.63	119.34
Int.	.42	1.81		
70 acres	57.88	50.69	54.08	165.76
Int.	.58	2.53		
86 acres	70.31	62.29	66.44	202.85
Int.	.70	3.11		
159 acres	127.06	115.17	122.83	372.09
Int.	1.27	5.76		
53 acres	44.65	38.39	40.94	126.35
Int.	.45	1.92		
38 acres	33.42	27.92	29.36	92.43
Int.	.33	1.40		
51 acres	43.07	36.93	39.40	121.68
Int.	.43	1.85		
74 acres	60.95	53.56	57.16	174.96
Int	.61	2.68		
52 acres	43.83	37.63	40.17	123.95
Int.	.44	1.88		
26 acres	23.54	18.81	20.09	63.62
Int.	.24	.94		
110 acres	88.97	79.67	84.98	258.49
Int.	.89	3.98		
57 acres	46.98	40.56	43.26	133.30
Int.	.47	2.03		

Cont'd on next page

(cont'd)

#1. Dec. T. 1928. Morris Berney vs. Roberta Coal Company.

Property	Sale Price	Taxes 1927	Taxes 1928	Total.
25 acres	24.02	18.13	19.31	62.61
Int.	.24	.91		
53 acres	44.63	38.35	40.94	126.29
Int	.45	1.92		
148 acres	117.36	107.22	114.33	345.44
Int.	1.17	5.36		
3 acres	5.76	2.19	2.32	10.44
Int.	.06	.11		
68 acres	56.32	49.26	52.53	161.13
Int	.56	2.46		

Office of County Commissioners,

Statement of amount necessary to redeem unseated lands in Burnside Township, assessed in the name of Roberta Coal Company, which were sold to Clfd. County at Treasurer's Sale August 31, 1928 for taxes for the year 1927.

Property	Sale Price	Taxes 1928	Total.
400 acres	144.57	147.00	293.02
Int	1.45		
259 acres	73.85	73.50	148.09
Int	.74		
155 acres Coal Rt.	112.76	79.78	193.67
Int	1.13		
26 acres Coal Rt.	21.51	13.48	35.21
Int.	.22		
121 acres Coal Rt.	88.72	62.24	151.85
Int.	.89		

Office of County Commissioners,

Statement of amount necessary to redeem unseated lands in Chest Township, Clfd. Co., assessed in the name of Clfd and Cambria Coal & Coke Company, which were sold to Clfd. Co. at Treasurer's Sale August 31, 1928 for taxes for the years 1926 and 1927.

Property	Sale Price	Taxes 1928.	Total
211 @ 40 P.	247.49	108.68	358.64
Int.	2.47		
89 @ 118 P	99.64	45.86	
Int.	1.00		146.50
96 @ 7 1/2 P.	114.29	49.44	164.87
Int.	1.14		

Total Cost of Redemption #14,338.77

Dec. 27, 1928. Receivers' Petition for Authority to sell personal property at public sale filed.

Order of Court: December 27th, 1928 the foregoing petition of the Receivers of Roberta Coal Company, presented and considered, and the 14th day of January 1929, at 9 o'clock A.M. is fixed for a hearing thereupon in open court.

And the Court orders and directs that the Receivers give notice to each creditor, stockholder and party otherwise interested of the pendency of the petition and of the date fixed for hearing, which notice shall contain a brief description of the property proposed to be sold at public sale.

It is further ordered that said notice shall be given by mailing a letter to each person entitled to notice to his, her or its last known post office address, not less than ten days prior to the date hereby fixed for hearing.

It is further ordered that notice of the presentation of the petition and of the date fixed for hearing thereon be given by publication in the Raftsman's Journal, a newspaper of general circulation in Clearfield County, by two publications prior to the date of the hearing.

By the Court, A. K. Chase. P.J.

Dec. 27th, 1928 Petition filed.

And now, Dec. 27, 1928 Rule granted on Receivers of Respondent corporation to show cause why prayer of within petition should not be granted, Returnable January 14, 1929 at 9. A. M.

By the Court, A. K. Chase. P.J.

Dec. 27th, 1928 Service accepted for the Receivers of Roberta Coal Company and issue of rule waived. Liveright & Smith, Attys.

Jan 11. 1929 Answer of Receivers to petition of Jacob Torne Institute filed. Jan 14. 1929 service thereof by copy accepted Conrad & Smith

Court Page 194.

February Term 1929

~~15 Copies Certified to Sheriff~~

Liveright & Smith	J. M. McKinley W. B. Alexander B. B. McCreight and W. N. McCreight		December 6, 1928 Bill of Complaint filed. To the Honorable A. R. Chase, President Judge: your Orators complain and say: I. That they are residents and taxpayers of the Commonwealth of Pennsylvania and reside respectively in Curwensville and DuBois, Clearfield County, Pennsylvania. II. That the named defendants are all residents of the County of Clearfield and they represent a class as numerous as to render it inconvenient to include all of them herein by name. III. That Section 502 of the Act of May 24, 1923, P.L. 359, as amended by act approved May 14, 1925, Pamphlet Laws 803 as enacted by the Legislature of the Commonwealth of Pennsylvania regulating the killing of game in said Commonwealth, provides as follows: "It is unlawful for any person to kill in any one day or in any one season more game animals, than hereinafter enumerated., deer — 1 in one day; 1 in one season, except as hereinafter otherwise provided, every deer shall be male deer having two or more points to one antler." IV. That the Legislature of the Commonwealth of Pennsylvania has not enacted any laws which permit the killing of a female deer, nor has it granted power to any official or person to issue licences giving authority to any persons to kill female deer. V. That notwithstanding the provisions of the Act of May 24, 1923, P.L. 359, as amended by the Act of May 14, 1925, P.L. 803, prohibiting the killing of any other than male deer having two or more points to one antler, the Treasurer of Clfd. County, W. M. Overly, has issued to the named defendants, to-wit: Andrew McKeowan, Harry A. Ogden, J. Forest Livingston, E. S. McCarty, R. S. Rishel, R. W. Thompson, E. R. Heckman, Isaac Robinson, and Sherman T. Cowdrick, and to others to the aggregate number of seven thousand five hundred eighty-five (7585) licenses purporting to entitle the holders thereof to kill one antlerless deer each. VI. That the so-called special deer licences, and the rulings of the State Game Commission in support thereof, authorize and empower the holders thereof to kill one antlerless deer each during the period December 1 to December 15th, 1928, excluding Sundays, etc., whereas, the statute purporting to regulate and govern the subject, Section 511 of the Act of 1923, as amended by the Act of May 14, 1925, provides that the special season thereunder provided shall be either prior to or following the regular open season for male deer, and such open season for male deer by Section 501 of the Act of 1923, as amended by the Act of May 14, 1925, P.L. 803, is fixed for the period December 1 to December 15th. VII. That by putting into effect the privileges presumed to be granted to them under the so-called licences, defendants named and those in like situation are recklessly using fire-arms and will endanger the safety and lives of a large number of citizens of this Commonwealth, and will cause the slaughter unlawfully of a large number of protected deer. Cont'd on Next page.
	1		
	Andrew McKeowan Harry A. Ogden J. Forest Livingston E. S. McCarty R. S. Rishel E. W. Thompson E. R. Heckman Isaac Robinson Sherman T. Cowdrick, and all others holding special deer licences issued by the Treasurer of Clearfield County, Defendants.		
	Pro.	2.50	
	Pro	1.75	
	Pro	.50	
	"	.50	
	"	50	
Dec 10.	" 15 copies costs	7.50	
	"	50	
	"	50	
	"	50	
	"	50	
	" Due	1.00	
		16.25	
Sheff	Smith Pd by Def'ts atty	22.10	
Dec 21. 1928	Rec'd of A. M. Liveright atty		
Costs Pro.	16.25 as taxed		
	Geo. W. Ralston Pro		

No. 1. Feb. Term 1929. (Cont'd from Page 178)

VIII. That your orators and other citizens of the Commonwealth of Pennsylvania will suffer irreparable injury unless the defendants named and all others to whom licenses have been issued by the Treasurer of Clfd County, purporting to authorize them to kill deer, contrary to the Act of Assembly, be restrained from exercising the privileges contained in said alleged licenses.

Wherefore, the plaintiffs being in need of equitable relief, pray

1. That an order be issued restraining the defendants named and all others to Whom special deer licenses have been issued by the Treasurer of Clfd. County from exercising the privileges which said licenses purport to have granted them.

2. For such other and further relief as the plaintiffs shall be equitably entitled to.

Liveright & Smith,
Solicitors for Plffs.

Dec 6, 1928. Injunction Affidavits filed.

Decree:— Now, December 6th, 1928, the foregoing bill of complaint having been read and considered, together with injunction affidavits presented concurrently therewith, it is ordered that Andrew McKeowan, Harry A. Ogden, J. Forest Livingston, E. S. McCarty, R. S. Rishel, R. W. Thompson, E. R. Heckman, Isaac Robinson and Sherman J. Cowdrick, and all others holding special deer licenses issued by the Treasurer of Clfd. County in the year 1928, be and they hereby are restrained by special injunction from exercising the privileges purporting to be contained in the so-called licenses.

And motion having been made to continue said special injunction until a hearing may be had upon the bill of complaint, such motion to continue is granted; and I, the 24th day of December 1928, at 9 o'clock A.M. is fixed as the time for hearing to determine whether said injunction shall longer remain in force, and any other matter that may pertinently come before the Court at the hearing.

And the plaintiffs by themselves and their agents, are authorized and empowered to obtain certified copies of this Decree from the Prothonotary of Clearfield County, and to post the same at such points and places as they may regard as useful for the purpose of carrying the decree into effect. It is further ordered in this behalf that the Sheriff of Clearfield County, upon being properly secured against the costs thereof by the plaintiffs, shall make service of this decree upon the named defendants, and that copies of the decree be handed to the DuBois Courier and Clearfield Progress.

This injunction shall become effective upon complainants filing bond in the sum of One Thousand Dollars ($1000.00) to be approved by the Court.

By the Court,
A. R. Chase. P. J.

Now December 6th, 1928. Bond filed and approved by the Court.
Dec 6, 1928 Injunction Issued.
A. R. Chase. P. J.

Dec 10 1928 Motion to amend Bill of Complaint by adding Endorsement
Dec 8 1928 the foregoing Motion to amend the bill in equity filed in the above case presented and considered and motion granted & prayed for the costs incurred by reason of such amendment to be paid by the Plaintiff
By the court A R Chase P J

To the within named Defendants:—

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna, specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

Dec 10, 1928 Petition of D. W. Robinson to dismiss Injunction filed — Liveright & Smith, Atty's for Plff's.
Dec 10, 1928 Motion of D. W. Robinson to dissolve Injunction filed.

Continued on Next Page

J. M. McKinley vs Andrew McKeowan # 1 Feb T. 1929

Dec. 10. 1928 Petition of W. C. Goss to intervene as a party Defendant in the case
filed in vacation filed
Dec. 10. 1928 Petition of W. C. Goss to dismiss Injunction filed
Dec. 10. 1928 Petition of W. C. Goss to dissolve Injunction filed
Order:- Now. Dec. 10. 1928. within petition having been presented to the Court, this Court being in the midst of trials in the Quarter Sessions, it appearing to the Court there is no good reason why this order should not be heard at the proper time, taking into consideration the circumstances and so on the Court will make the following order.
Now. Dec 10. 1928. this cause set for hearing on Monday Dec 24. 1928,
Exception noted and bill sealed for petitioner.
As to intervening. the Court will permit the intervention
By the Court. A. R. Chase P. J.
Dec 21. 1928 Discontinuance filed
Dec 21. 1928 Plaintiffs are granted leave to file the within discontinuance. Exceptions noted and bill sealed to the defendants who objects through Counsel. By the Court
A. R. Chase P. J.

Served the within writ of Injunction Dec 7. 1928 upon the Defts Andrew McKeowan. E. S. McCarty R. S. Rishel. Isaac Robinson Sherman Cowdrick by handing to each a true and attested Copy of the within writ & making known unto each the contents thereof. Dec 8. 1928. served personally on Harry A. Ogden by handing to him a true and attested copy of within writ & making known unto him the contents thereof
Dec 10. 1928 served personally on the Defts J. Forest Livingston E. W. Thompson and E. R. Heckman by handing to each a true and attested Copy of the within writ and making known unto each the Contents thereof. So answers Percy E. Smith Sheriff
Now Dec 21. 1928 I make return of unserved as to the Bill of Complaint and decree of Court. So answers Percy E. Smith Sheriff

February Term 1929

Bell + Bell	Albert Swartzle + Mary Swartzle		Dec 13 1928 Bill in Equity filed. Your Orators Complain + Say:- That your orators are 80 and 78 years of age and for over 50 were residents of Cooper Twp. Clearfield County Penna.
Dec 13	2		That your orators were the parents of 9 children: a son, Lawrence Swartzle having suffered illness a result of which he was incapacitated for manual labor for a
Walter Welch	Mrs Lawrence Swartzle alias Mary Swartzle + Mary Swartzle, Paul Swartzle, Helen Swartzle, Simon Swartzle, Francis Swartzle + Genieviève Swartzle		great period of time said son remained on the farm under the care of your orators for a long period of time after the other children had grown up and departed. That when Lawrence Swartzle reached the age of 35 years he was still remaining with your orators and at such age he entered into a marriage contract with one Mary Folmar also of Cooper Twp Clearfield Co Pa. That following his marriage on Feb 21, 1911 Lawrence Swartzle and his wife made their home with your orators on the farm in Cooper Twp That sometime following the marriage of Lawrence Swartzle, your orators by verbal agreement occupied a portion of the farm house and Lawrence Swartzle and his family occupied the remander of the farm house and by a verbal understanding Lawrence Swartzle had the use and enjoyment of the farm, its stock and equipment and all income from the farm was considered as belonging one-half to each family and the monies earned by the said Lawrence Swartzle by his labor off the farm were Considered as his [worn] That this arrangement continued up to and until April 1924 at which time Albert Swartzle, one of your orators, was ill and Lawrence Swartzle, his son, fearful that in event of his death they would not be provided for, prevailed upon your orators to make, execute and deliver a deed for the farm in Cooper Twp, which deed is recorded in Clearfield County in Deed Book 270 Page 132 in which the property Conveyed is described as follows
Pro	2.50		All that certain tract or parcel of land, situate in the Twp of Cooper, (formerly Morris Twp, County of Clearfield & State of Penna, bounded and described as follows:-
"	.50		Beginning at an old white oak thence east
"	.50		120 perches to a stake: thence North 100 perches to
"	.50		a yellow pine: thence West 120 perches to a stake
"	.60		thence south 100 perches to a post and place of
	1.50		beginning. Containing 75 acres strict measure being
"	.50		part of the Thomas Morris warrant, and the
	.50		same premises which John L. Weaver, written in
3/12/34	.50		German, by deed dated Nov. 5, 1872 and recorded in
	1.00		
	9.60		
	.50		
	10.10		
July 3. 1934 Recd of John R. Swartzle Costs 8 10.10			
being Costs as taxed			
N R Gallagher Pro			

Deed Book 3 Page 320 granted and conveyed to said Albert Swartzle grantor herein.

Reserving and excepting however all the Coal in, under and upon said tract of land together with the mining rights as fully as the same are set out in deed from the said Albert Swartzle to S R Peale duly recorded and no greater privileges or rights than set forth therein.

That at the same time of the making and execution of this deed for which there was no consideration other than natural love and affection an agreement was entered into between your orators and Lawrence Swartzle and Mrs Lawrence Swartzle whereby Lawrence Swartzle and wife in consideration of the deeding of the farm agreed to maintain keep and provide for your orators so long as they might live a copy of which agreement is attached hereto marked Complainants exhibit "A" and made a part hereof.

That Lawrence Swartzle was killed August 17, 1924.

That for sometime prior to the death of Lawrence Swartzle your orators had been unable to get along amicably with the Deft but so long as Lawrence Swartzle lived they were able to remain on the property.

That following the death of Lawrence Swartzle the treatment accorded your orators by the Deft was of such a character that it was impossible for them to remain on the property and they were required to remove therefrom.

That the Deft continued in possession and control of said property until Nov 192[illegible] and since Oct 1924 has failed neglected and refused to comply with the agreement entered into by refusing to provide for your orators or support them in compliance with her agreement made and entered into.

That the deed aforesaid from your orators was made in consideration of their future maintenance and support so long as they might live.

That at the death of Lawrence Swartzle on aug 17 1924 he left to survive him his widow and 6 minor Children all of whom are named as parties herein.

That in the inventory and appraisement of the personal property of Lawrence Swartzle made in July 1928 the appraisement was of a one half interest in certain of the farm equipment.

That the Defts Mrs Lawrence Swartzle has recently sold off the personal property and equipment located on said farm including a considerable quantity in which your orators had the said interest and other propety which your orators and Lawrence Swartzle had in partnership and has refused to account for or pay to your orators their portion of said proceeds.

That your orators have no adequate remedy at law and pray equitable relief as follows.

That the afore mentioned deed from your orators be declared null & void and that the Deft be ordered & decreed to reconvey unto your orators the property deeded by them in consideration of their care and keep so long as they might live.

That pending decision on this bill Mrs Lawrence Swartzle be specially and thereafter prepetually restricted from disposing of any of the real estate above mentioned or of conveying or in any manner encumbering the same.

That Mrs Lawrence Swartzle be required to account for the property sold by her and that amount due and owing to your orators be determined.

That such order for support and maintenance be made as will be equitable and proper.

That the Court grant such other relief as justice and equity may require.

That the Deft be required to pay the Costs of this proceedings. And they will ever pray. Bell & Bell attorneys for Orators

To the Deft within named:

Unless you have already done so you are hereby notified and required within fifteen days after the service upon you of this Bill in Equity to enter a written appearance to the term and number stated hereon, in the office of the

No 2 Feb T 1929 Albert Swartzle vs Mrs Lawrence Swartzle et ae

Prothonotary of the Penna. specifying County where papers, you and with to make a full each and every fail in either Confess and a absence. Bell & Bell Attys for Complainants

Court of Common Pleas of Clearfield County therein a person and place within said process and notice may be served upon 30 days after such service you are required and complete answer under oath to of the averments of this bill. If you respect, the Bill may be taken pro decree made against you in your

Dec 13. 1928 Motion for service filed

Now Dec 10. 1928 on motion of Bell & Bell, the Sheriff of Clearfield County is directed to deputize the Sheriff of Lycoming County for the purpose of serving on Mrs Lawrence Swartzle alias Mary Swartzle, copy of the Bill in Equity filed in this case together with a copy of this motion By the Court. A R Chase P J

Dec 13. 1928 Petition for Guardian filed

Now Dec 13. 1928 Charles Torrence Esq is appointed guardian ad litem. By the Court. A R Chase P J

And Now Dec 13, 1928 service accepted of Bill in Equity and of notice endorsed thereon for Mary Swartzle, Paul Swartzle Helen Swartzle, Simon Swartzle, Francis Swartzle and Genevieve Swartzle and personal service and issue waived

Walter Welch, Atty for Defendants

Dec 14. 1928 By paper filed Walter Welch atty enters his appearance for Mary Swartzle, Mary Swartzle Jr Paul Swartzle Helen Swartzle Simon Swartzle, Francis Swartzle & Genevieve Swartzle and C L. Torrence Gdn in above case

Feb 18. 1929 Deft answer filed

And Now Feb 18. 1929, we accept service of three copies of Defts Answer, and waive notice of the filing of Defts answer.

Bell & Bell attys for Plff

Aprie 8 1929 Agreement filed

And Now Aprie 8 1929 it is agreed in settlement of the above stated Case that John R Swartzle shall act as Trustee, to sell the property or farm in Controversy at a price of not less than Eighteen Hundred ($1800.00) Dollars, within six months from the date hereof and that out of the purchase money the record Costs shall be deducted and $800.00 paid to Albert Swartzle and Mary Swartzle his wife, and the balance of said fund shall be paid to Mary Swartzle, the Deft. and that the Court is hereby authorized to make such decree in the event of such sale as will pass a marketable title to the purchaser.

Witness our hands and seals the day and year aforesaid

C L Torrence Guardian Mary Swartzle Albert Swartzle, Mary Swartzle

Order:- Now Feb 21, 1934 the above case having come on to hearing and it being shown that aprie 8. 1929, both parties hereto had agreed that John R Swartzle, as Trustee, should dispose of the property for a sum not less than $1800.00. At the time of said hearing in February 1934 Walter Welch representing the Defts and J. Cortez Bell, representing the Plaintiffs agreed that the said property be sold for the best price obtainable, and the sum be Divided one-half to Plffs and one-half to Defts and that a decree should be made to that effect. J R Swartzle be and is hereby Authorized and directed to make

sale of said property for the best price obtainable, and report said sale to this Court for Confirmation: upon so doing proper decree confirming the same shall be made. It being further agreed between the parties hereto that the said John R. Swartzle shall not be required to file bond in this matter. By the Court

W. Wallace Smith P.J.

Mar. 12. 1934 Testimony take before Hon W. Wallace Smith on Jan 26. 1934 Lodged

Apr. 16, 1934 Petition for Confirmation of Sale filed.

Now, April 16, A.D. 1934, the within petition having been read and considered, and it appearing to the Court that an offer in the amount of Eight Hundred ($800.00) Dollars has been made for said property, and notice of the presentation of this petition having been given to Charles S. Lawrence as Guardian for the minor children, to Walter Welch as representing the defendants, including Mrs. Lawrence Swartzle, and no objection being made to the confirmation of said sale, or any proof being offered that a greater sum could be obtained for said property, John R. Swartzle, as Trustee, under Order of Court dated the 21st day of February, 1934 of this proceeding, be and is hereby authorized and directed to make, execute and deliver unto R. H. Speicher and Jessie Speicher, a good and sufficient deed for said premises upon receipt of the sum of Eight Hundred ($800.00) Dollars, out of which sum there shall be paid the following items: To Bell and Silberblatt as Attorney fees --- $50.00

Costs to W. R. Gallagher, Prothonotary 9.60

and the sum remaining, to be divided equally: one-half to Albert Swartzle, and the other half to the defendants. It appearing that the sum due said minors shall be less than One Hundred ($100.00) each, the entire balance of one-half due said defendants shall be payable to the said Mrs. Lawrence Swartzle for her use and benefit and that of the minor defendants. By the Court, W. Wallace Smith, P.J.

Now, March 26, 1934, service accepted of notice of presenting with petition

Walter Welch, Atty for Mrs. Lawrence Swartzle

Order of Court: Now June 23. 1934 Within petition having been read & Considered and it appearing that the sale to R. H. Speicher and Jessie Speicher cannot be carried through, but that John R. Swartzle, Trustee under of Court Dated the 21st day of Feb. 1934, has made a sale of said property, for the same sum to Daniel Folmar of Driftwood, Penna the said John R. Swartzle be and is hereby authorized and directed to make, Execute and deliver unto the said Daniel Folmar a good and sufficient Deed for the premises hereinbefore described upon receipt of the sum of Eight Hundred ($800.00) Dollars and the sale by said Trustee to Daniel Folmar is hereby ratified and confirmed. Out of the purchase price thereof shall be paid the following items.

To Bell and Silberblatt 50.00, To W. R Gallagher, Court Costs in this proceeding $10.60

And the balance remaining to be divided equally: one-half to Albert Swartzle and the other one half to the Defts. Payment of the sum due to the Defts to be made to Mrs Lawrence Swartzle for her use and benefit and that of the minor Defendants, whose proportionate share therein would be less than One Hundred Dollars Bond to be filed in the sum of $1000.00 By the Court. W. Wallace Smith, P.J.

June 25, 1934 Bond in the sum of One Thousand Dollars with J. H. Roessner, J. K. Kyler, and J. P. Swartzle as Sureties filed and approved By the Court W. Wallace Smith P.J.

Feb Term 1929

Hazard A. Murray	Henietta G. Dyer, widow		Dec. 19, 1928 Bill in Equity filed
	Nell D. Hayes		Your Orators Complain and Say.
	Kathryn D. Evans		That on the 5th day of May 1925 and for
	Heirs.		some time prior thereto Fred J. Dyer was the
			owner of certain lots or pieces of land situate
	Nell D. Hayes		in the Borough of Curwensville County of
	Kathryn D. Evans		Clearfield and State of Pennsylvania bounded
	Administratices Defts		and described as follows.
			1st — A piece of land situate in the
			Patton Addition in the Borough of Curwensville
Dec 19	3		Clearfield Co. Pa being 201 + 215 + 204 + 215
			feet in size and previously conveyed to
Arnold + Smith	C. S. Russell		Fred J. Dyer, by deed of Charles E. Patton, et ux
Liveright + Smith	E. C. Blandy		2nd — A piece of land situate in the Borough
	M. C. Porter		of Curwensville on the Corner of Filbert and Meadow
	Trustees Defts.		Streets, being 44 — 4 — 12 x 163 x 161 — 1 — 12 feet size
			previously conveyed to Fred J. Dyer, by deed of
			E. A. Irvin and wife
Rec by atty	2.50		3rd — A piece of land situate in the Boro of
"	.50		Curwensville on the Eastern side of Filbert Street
"	.50		being 130 x 15 x 130 x 15 feet in size and
"	.60		previously conveyed to Fred J. Dyer, by deed of
"	1.50		Lee Powell, et ux.
	.50		4th — A piece of land known as the Taylor
			property in the Boro of Curwensville, comprising
			two parcels, the first thereof containg 4224
			square feet, and previously conveyed to
			Fred J. Dyer, by deed of Jenifa Taylor. The second
			thereof being 100 feet by unnamed distance
			along Tan House Run by 60 x 52½ feet in
			size and previously conveyed to Fred J. Dyer
			by deed of T. Jeff Bloom et ux.
			5th — Three parcels of land in the Boro
			of Curwensville, the first thereof being known
			as Lot No. 30 in plan of said Boro and
			previously conveyed to Fred J. Dyer by Mary
			A. S. Segner, et vir. The second thereof
			being known as Lot No 28 in the plan of said
			Borough and previously conveyed to Fred J. Dyer
			by John W. McMaul et ux. The Third thereof
			being known as Lot No 29 in the plan of said
			Borough and previously conveyed to Fred J. Dyer
			by Wilson McMaul, et ux
			6th — Four parcels of land in the Borough
			of Curwensville. Known as the Splint Mill property
			The first containg Five acres, more or less,
			The second thereof containg One and One half
			acres more or less. The said two parcels being
			previously conveyed to Fred J. Dyer by E. A. Irvin
			The third thereof being bounded by Bloomington
			Ave., by McLaughlin Street by the Five acres
			tract above recited, and by the Mill Race
			The fourth thereof containg all that part of
			Mill Race reffered to the Third parcel above mentioned
			bounded by Bloomington Avenue, West Branch of

Susquehanna River Parcel No 3 above mentioned. Five acre tract above mentioned. One and One half acre tract above mentioned including the ground of said Mill Race and power thereof. The third and fourth parcel being previously conveyed to Fred J Dyer by Hugh M. Irvin and Elizabeth G.S. Irvin subject to reservations therein stated and certain properties therein excepted.

1A:- That on the 8th day of May 1925 and for sometime prior thereto Fred J Dyer was the owner of certain lots at Dedham Mass as described in deed dated on or about the 8th day of May 1925 of Fred J. Dyer and wife of C.S. Russell, E.C. Blandy and M.C. Porter Trustees, which deed is in the custody and possession of the Defts.

2 That on the 8th day of May 1925 Fred J Dyer was the defendant on certain judgments of record in the Court of Common Pleas of Clearfield County Pa entered as follows: Curtis Porter vs Fred J Porter No 541 Sept Term 1924 Debt $4,769.18 Dat from Oct 7 1924 Recorded Oct 7 1924

Curtis Porter vs Fred J Dyer No 210 Dec T 1924 Debt $4,095.80 Dat from Nov 4 1924 Recorded Nov 4 1924.

First Natl Bank Osceola Mills Pa vs Fred J Dyer & Henrietta G Dyer No 144 May Term 1926 Debt $2,700.00 Atty Com. $135.00 Total $2,835.00 Dat from Nov 17 1924 filed Mar 9 1925

3 That on the 8th day of May 1925 Fred J Dyer had certain other creditors to whom he was ~~indebted~~ indebted to an amount aggregating in excess in sum of $75,000.00

4 That amount these unsured creditors was the Curwensville Natl Bank in the sum of $19,000.00 of which C.S. Russell one of the defendants herein named was president.

5. That as a result of numberous negotiations between C.S. Russell and Fred J. Dyer, beginning Aug. 1924, a meeting of certain of the creditors of Fred J. Dyer was held at Curwensville Pa on the 20th day of Nov. 1924 at the office of Hugh M. Irvin and at that time and place C.S. Russell M.C. Porter and E.C. Blandy the defts herein named were appointed Trustees for the creditors.

6. That following this meeting of the creditors of Nov. 20. 1924 and in pursuance of the numerous negotations above referred to between Mr. Russell & Mr. Dyer. C.S. Russell Trustee and on behalf of the other Trustees orally agreed and the oral agreement was repeated from time to time during the interviews herein referred to beginning in august 1924 and continuing down to May 8. 1925 and thereafter the oral agreement was as follows:

(A) That if Fred J. Dyer would execute and deliver a deed to the Trustees for certain real estate as above described and also certain real estate at Dedham, Mass. he C.S. Russell Trustee & M.C. Porter and E.C. Blandy, Trustees would enter of record satisfaction of the Judgments, above referred to, on or before Oct 1. 1925

(B) That they the Trustees would secure releases from all of the creditors of Fred J. Dyer. And that Fred J Dyer would be released and discharged from any and all liability to his creditors

7. That in pursuance of this oral agreement certain of the creditors entered into an agreement among themselves dated Dec 17. 1924

Wherefore - Your Orators pray:-

That a decree be made setting aside and Cancelling the deed dated May 8. 1925 recorded at Clearfield, Penna in Deed Book 274 Page 416 by Fred J. Dyer and wife to C.S. Russell, M.C. Porter and E.C. Blandy, Trustees

That such other and further relief as equity shall require for the just protection of your Orators.

That the defendant be ordered to pay the costs of this proceeding and your Orators will ever pray Hazard A Murray, Solicitor for Pffs

Henrietta G. Dyer et al vs C. S. Russell et al 3 Feb T. 1929

M. C. Porter Defts

within 15 days appearance to be of Clearfield County. To the within Bill Henrietta G. Dyer Nell D. Hayes and Kathryn D. Evans Off and to observe what the said Court shall direct.

to comply with an appearance within 15 days and to you will be liable and a decree made

19 day of Dec 1928.

To C. S. Russell E. C. Blandy and :-

You are hereby notified and required after service hereof on upon you to cause an entered by you in the Court of Common Pleas Or and to file your answer within 30 days of Complaint of the within named

You are also notified that if upon fail the above direction by not entering in the Prothonotarys office within file your answer within 30 days to have the bill taken pro confesso against you in your absence

Witness our hands at Clearfield this

S. Hazard A Murray. Solicitor for Plff

Dec 20. 1928 Service of Bill in Equity accepted for all Defendants named and the Prothonotary is directed to enter over appearance of record Arnold & Smith. Liveright & Smith Atty

Jan 18. 1929 Preliminary objections to Bill filed with service accepted for Plffs on Jan 23. 1929 and issuance of writ waived By Hazard A Murray. atty for Plffs

Jan 30. 1929 Plffs Reply to preliminary objections to bill filed service accepted Jan 30. 1929 by Liveright & Smith & Arnold & Smith atty for Defts

Feb 7. 1929 On Argt List by directions of Liveright & Smith & Arnold & Smith Atty for Defts and Hazard A Murray atty for Plff

Mar 13. 1929 Motion for leave to amend preliminary objections to Bill filed

April 10. 1929 Opinion and decree

Now April 9. 1929 the objections as to form of bill as above indicated are sustained and the Plaintiff is hereby directed to amend the Bill accordingly within thirty days from date hereof Failure to amend upon motion of the defendant Bill to be dismissed at costs of Plffs. Exceptions noted and bill sealed to the Plaintiffs. By the Court A. R. Chase P. J.

February Term 1929

Edward F. Kelley	Ira C. McCloskey		Dec 28. 1928 Bill of Complaint filed
			Your orator complains and says
			That your orator, Ira C. McCloskey, is a resident
			of the Borough of Clearfield County of Clearfield
Dec 28	4		State of Pennsylvania
			The defendant McLaughlin Furniture Company
Issued and Smith	McLaughlin Furniture Company		is a corporation duly organized in 1922 having
			its principal office and place of business in the
			Borough of Curwensville aforesaid and is a
			resident of the Borough of Curwensville County
			and state aforesaid and within the jurisdiction
	Cro by atty C/K 77	2.50	of this Court.
"		5.0	Your orator Ira C. McCloskey is a stock-
"		5.0	holder of the defendant, to wit, - the owner of
"		5.0	
"		5.0	one half of its capital stock. He is also a
"		5.0	
"		5.0	creditor thereof by virtue of his assumption of
"		5.0	
"		5.0	indebtedness of it in the Curwensville National
"		5.0	
"		5.0	Bank, Curwensville, Pennsylvania the total amount
"		5.0	
"		5.0	
"		5.0	of loans and advances to the defendant
"		5.0	being Ninety-five Hundred ($9500.00) dollars
Issd 1-25-29 1-25-29 1-25-29	Pro Rec acct adv	3.00 7.00	That the Deft McLaughlin Furniture Company
	Therein not included in total	.50	is organized for the purpose of conducting
		.60	
		15.0	a furniture business and it has so conducted
"		50	such enterprise in the Borough of Curwensville
"			aforesaid for the past six years
12-9-29	Pro. filing Auditors Report	10.00	That the Deft owns no real estate but is
		221.0	
4-7-30	Pro.	.50	possessed of personal property aggregating Forty
4-7-30	Pro.	.50	Thousand Five Hundred One Dollars and
5-10-30	Aro	50	
2-18-32	Aro	50	thirty cents ($40.501.30) the details of which
			are shown on the schedule hereto attached
			marked Exhibit "A".
Dec 18. 1929	Recd of R. M Hershey		That the liabilities of the Deft approximate
Recvr. 12.50	Credit on above Costs		Thirty four Thousand Seven Hundred Ten
	Geo W Ralston. Pro.		Dollars and Sixty-five Cents ($34,710.65)
			as is shown on the said exhibit hereto
May 10. 1932	Recd of R M Hershey		attached; both assets and liabilities appearing
Recvr. Costs	Atty 2.50 Pro 9.10		upon said exhibits as a statement of
Total Recd	11.60 W. R Gallagher Pro		McLaughlin Furniture Company
			Wherefore your orator needs equitable relief
			and prays:
			That your Honorable Court appoint a receiver
			or receivers for McLaughlin Furniture Company
			to take, hold and preserve all of its property
			and assets.
			That said receiver or receivers be authorized
			to demand, sue for, collect, receive and take into
			his or their possession, all the goods, chattels,
			rights, credits, moneys, effects, books, papers
			choses in action and all other property of said
			Deft Company, and to institute and prosecute
			suits at law or in equity for the recovery of
			any assets, property, damages or demands
			belonging to or existing in favor of the said Deft
			and to settle and compound all debts and other
			claims whatsoever of the said Deft

That the officers employees servants and agents of said Deft be enjoined from selling transferring disposing of or in any manner interfering with any of the property of said Deft. or taking possession of it. or interfering with the said Receiver or Receivers in the performance of his or their duties.

That the business of the Deft be continued as a going Concern for a period of four months to the end that its property may be converted into money and be distributed among its Creditors as they may be legally entitled thereto: and that the balance thereof be distributed among its stockholders in like manner.

That the Creditors and stockholders of the Deft. and all other persons be enjoined from instituting or prosecuting and Continuing the prosecution of any matter suits or proceedings at law or in equity against it in any Court wherever situate: and from levying and judgments executions or other processes upon or against any of the property of the Deft. or from taking or attempting to take into their possession the property of the Deft or any part thereof, until further order of the Court

Ira C. McClerkey

To the Deft within named:

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in Equity to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pa. specifying therein a person and place within said County, where papers process and notices may be served upon you: and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

Edward T. Kelley Atty for Plff.

Decree Appointing Receivers filed Dec 28. 1928

Now Dec 28. 1928. on reading the above Bill of Complaint and the Answer thereto of the Defendant Company admitting the averments therein stated and praying in its prayer for the appointment of a Receiver, notice having been given to Counsel for the execution Creditors made known to the Court of the intention to present said Bill and Answer, and said Counsel being represented, the prayer of the Complainant is granted. And it is ordered adjudged and Decreed

That R. M. Hershey and John J. McLaughlin be and they hereby are appointed Receivers for McLaughlin Furniture Company the Deft above named.

That said Receiver be, and they hereby are authorized to demand, sue for, collect, receive and to take into their possession, all the goods, Chattels, rights, Credits, moneys effects books, papers, Choses in action, and all other property whatsoever of said defendant and to institute and prosecute suits at law or in equity for the recovery of any assets property damages or demands belonging to or existing in favor of said Deft., and to settle and compound all debts and other claims whatsoever of said defendant.

That the officers, employees and servants of the Deft be enjoined from selling transferring disposing of, or in any manner interfering with any of the property of said Deft or taking possession of the same or interfering with the said receivers in the performance of their duties

That the Creditors and stockholders of McLaughlin Furniture Company and all other persons be enjoined from instituting and prosecuting

Contd next Page

Contd from Page 191 Dra C. McCloskey vs McLaughlin Furn. Co
No 4 Feb T. 1929

and continuing the prosecuting of any actions suits or proceedings at law or in equity against the defendant in any Court wherever situated and from levying any judgments executions or other processes upon or against any of the property of the Deft or from taking or attempting to take into their possession the property of the Deft or any part thereof until further order of the Court.

That said receivers hereby named within twenty days hereof shall make a report to the Court as to the character and extent of the property of the Deft the interests in and known claims against it, its income producing capacity and the best method of realizing its value for the benefit of those interested.

That the said Receivers be and they hereby are authorized to continue the business of McLaughlin Furniture Company as a going concern for a period not to exceed Four months, subject to the further order of the Court in that behalf, upon condition that they, the said receivers, shall not make the purchase of any new merchandise for the purposes of the business unless expressly thereunto authorized by the Court.

This decree shall not become effective until the receivers shall have filed bond in the sum of Five Thousand Dollars to be approved by the Court.

By the Court A. R. Chase P.J.

Dec 28th, 1928 Answer to Bill of Complaint filed.

Dec. 29th, 1928 Appointment of Receivers filed.

Now, Dec. 29, 1928, John J. McLaughlin and R. M. Hershey having been appointed permanent receivers for McLaughlin Furniture Company, and having given bond in the sum of Five Thousand Dollars satisfactory to the Court, on motion made by Counsel for the appointment of appraisers; Carl Anderson and Joseph Chase are appointed as appraisers; and they are directed immediately to inventory and appraise all the assets which shall or may come into the hands of the receivers.

By the Court, A.R. Chase. P.J.

Now, Dec 29th, 1928 Bond filed and approved, By the Court,

A. R. Chase. P.J.

Jan 14, 1929 Oath of appraisers and appraisement filed

Jan 18, 1929 Preliminary report of receivers filed

Jan 18. 1929 the foregoing report of John J. McLaughlin & R M Hershey receivers of McLaughlin Furniture Co. presented and considered, and that the same is ordered to be filed of record

It is further ordered that out of the funds in hand received through liquidation of the assets of the Corporation said receivers are awarded Compensation at the rate of Twenty Dollars each ($25.00) a week and Compensation in a like sum is awarded to Dra C. McCloskey; and the said receivers are authorized in their accounting to take credit with payments so made. By the Court A R Chase P J

Feb 25, 1929 petition filed.

February 25th, 1929, the foregoing petition presented and considered, and thereupon the receivers in McLaughlin Furniture Company are authorized to apply to the note of that Carporation to Curwensville National Bank in the sum of Two Thousand Dollars ($2000.00), now reduced to Thirteen Hundred Dollars ($1300.00), the sum of Four Hundred Thirty Five Dollars and sixty-five cents ($435.65) as prayed for. And said receivers are further authorized and empowered to apply to said note other sums that they may collect on account of the leases pledged with Curwensville National Bank as security, identified in their petition and the Exhibit attached thereto; to the end that the equity in said leases may be salvaged for the benefit of McLaughlin Furniture Company, its creditors and Stockholders. By the Court; A. R Chase, P.J.

Continued to Page 193.

Continued from Page 192.

Order of Court.

March 11, 1929, the interim report of John J. McLaughlin and R. M. Hershey Receivers of McLaughlin Furniture Company, dated March , 1929, presented and considered and the same is directed to be filed in the Prothonotary's Office of Clearfield County to make. It is further ordered that the prayer of the petition asking authority to make private sale to A. G. Woodward for the sum of Two Thousand ($2000.00) Dollars for the fixtures of McLaughlin Furniture Company and the residue of the merchandise to be heard in Open Court on the 27th day of March A. D. 1929, at 10 O'Clock A. M.; and said Receivers are directed to give notice by mail to each of the creditors of McLaughlin Furniture Company of the pendency of the petition and of the date fixed for hearing thereon, not less than ten days prior to the date of hearing; and to advertise the pendency of the ~~petition~~ petition and the date fixed for hearing in one Newspaper situate in the Borough of Clearfield, for not less than ten days prior to the date set for the hearing.

In the event that no objections to said sale are made and sustained, If the Court after hearing finds it will be for the best interests to all persons concerned, such private sale will be ordered; said Court also reserving the right at said hearing to authorize and direct a sale of said property to other bidders than said A. G. Woodward if a better price than his bid is offered.

The Receivers are also directed to notify the Auditor General at Harrisburg, Pennsylvania, of the intended sale. By the Court,

A. R. Chase P. J.

March 27, 1929 order filed

Now March 27, 1929 Hearing having come on upon the petition of John J. McLaughlin and R. M. Hershey, Receivers of the McLaughlin Furniture Company, for leave to make private sale to A. G. Woodward of the residue of the fixtures and merchandise of McLaughlin Furniture Company at the price of Two Thousand Dollars, and it appearing to the Court that notice of said Hearing was duly published in the Clearfield Republican, pursuant to an order made by the Court in that behalf, and it further appearing that notice not less than ten days in advance of hearing was mailed to each of the creditors and to the Auditor General of Pennsylvania to the effect that the hearing pending; and it further appearing that the Receivers had made effort to interest other persons in the purchase of the property specified without any result, and it also appearing that no one is present in the Court offering a better price than that bid by A. G. Woodward and that no person is objecting to the sale to said A. G. Woodward on announcement by the Court in open Court: It is ordered, adjudged and decreed that the private sale prayed for by said Receivers be and the same is hereby authorized; and the said Receivers upon receipt of the purchase money of Two Thousand Dollars are authorized and directed to turn over and transfer to the purchaser the residue of the merchandise and of the fixtures of the McLaughlin Furniture Company which are the subject of their petition By the Court. A. R. Chase P. J.

Now March 27, 1929 on motion of Counsel for the Receivers, Liveright & Smith, that compensation be awarded them for services rendered to date in the foregoing receivership, the Court being aware by reason of the proceedings brought to his notice in the case from time to time of the nature and character of the services rendered, awards Attorneys fee to said Counsel in the sum of Five Hundred Dollars; and directs the Receivers to make payment thereof to Liveright & Smith and take credit therewith in their account. By the Court A. R. Chase P. J.

April 5, 1929 Acct of John J. McLaughlin & R. M. Hershey Receivers filed and Advertised in Clearfield Progress & Raftsman Journal 30 days before presented for Confirmation

April 19, 1929 Exceptions to account filed by Arnold & Smith attys with service accepted by copy on April 18, 1929 by Liveright & Smith attys for Receivers

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from Page 177

No 1 Dec T 1928 Morris Berney vs Roberta Coal Co

Jany 14-1929 In Re Pet to sell personal Prop:- On 1-14-29 application Continued until Jany 28-29 at 9 o'clock A.M. By the Court A.R. Chase P.J.

In re. Pet Jacob Tome Institute Mort. to vacate Bill Eq & Injunction &c; Ord Rule Ret Jan 14-29 Heard Jany 14-1929 on application Continued until Jany 28-1929 at 9 o'clock A.M. By the Court A.R. Chase P.J.

Jan 28. 1929 Petition by Lessors as to Royalty Claims filed
Now Jan 28. 1929 leave granted to file. By the Court A.R. Chase P.J.
Decree:- Now Jan 28. 1929 Harry Boulton. Esq. of the firm of Boulton & Boulton, representing certain Creditors who have been considered material to the determination of the issues that were to be heard before the Court, having represented to the Court and to the Courts own knowledge has been unable to look after his business for the last ten days this hearing that is now before the Court having been Continued on the 14th of January. the Counsel stating that he is not prepared at this time to proceed in this hearing because of his recent illness, As the Court views it the circumstances surrounding this whole matter are such that the urgency is not sufficient to justify the Court ignoring this application for Continuance and therefore the Continuance will be allowed. Hearing of this matter Continued until Feb 25th. 1929. at 9 o'clock A.M. at which time the Court will consider the following questions to be disposed of: First the petition of the Mortgagee for leave to bring proceedings to foreclose the mortgage. Second. the petition of the Receivers for leave to sell certain designated property: and in connection therewith. Third. an adjudication as to the property bound under the lien of the Mortgage.

By the Court. A.R. Chase P.J.

Feb 22. 1929 Answer to Receivers Petition to sell personal property filed with service accepted Feb 22. 1929 on behalf of Receiver of Roberta Coal Company

And, now, February 26 1929. hearing having been held upon the petition of the Jacob Tome Institute for leave to proceed upon its judgment bond and mortgage and also upon the petition of the receivers to sell the personal property of the Roberta Coal Company, testimony having been taken hereon and the parties having arrived at an amicable adjustment of the matters in dispute before the Court and having agreed upon a form of decree to be entered, the Court hereby makes the following decree:

1. The portion of the order heretofore made appointing the Receivers, so far as it applies to the Jacob Tome Institute and its proceedings on the mortgage, is modified as hereinafter set forth.

2. Permission is hereby granted to the Jacob Tome Institute, mortgagee under the mortgage mentioned and described in the petition, to proceed to enter and obtain judgment either upon the bond secured by said mortgage and supplemental mortgage or to proceed by action of scire facias upon said mortgage and supplemental mortgage and to obtain judgment thereon. And further, to proceed by execution either upon the judgment obtained upon said bond or upon the judgment obtained in said action of scire facias against the property of the Roberta Coal Company, but a stay of execution upon either of such judgments so obtained to be hereby granted for a period of sixty days from the entry of such judgment.

3. The lien of any judgment and execution obtained upon the bond secured by said mortgage shall be limited to the property covered by the lien of the mortgage and supplemental mortgage.

4. The following items of property are hereby adjudged not to be covered by the lien of said mortgage but to be personal property, the right and title to which passes to the Receivers and is to be subject to an order of sale to be made

by such Receivers: One set tow Goodman locomotive, two Goodman mining machines, 101 mine cars, one electric pump, one set of blacksmith tools and supplies, one electric welding machine; one lot electric supplies, one stine fan and motor, and all rails and fittings for rails in place on the premises known as the Gallagher leasehold. The remaining items of mine equipment are found to be a part of the real estate.

5 As to the items so adjudged to be personal property and not bound by the lien of the mortgage, the Receivers are empowered and authorized to make a sale, either public or private, after proper notice and as advertised as the case may be, at such time and place as their judgment may direct. By the Court, A. R. Chase. P.J.

June 10. 1929 Petition for Confirmation of Sale filed.

Now 10th day of June, 1929, the foregoing petition having been presented and considered, on Motion of Liveright & Smith, Attorneys for Jacob Luxenburg and Edward T. Kelley, Receivers, the sale of the personal property of The Roberta Coal Company to Hyman Magie, for the sum of Twenty Two Hundred Thirty ($2230.00) Dollars, is confirmed, and the Receivers are hereby authorized and directed to make, execute and deliver any and all instruments that may be necessary to pass title to the said Hyman Magie upon receipt of the sum offered. By the Court A. R. Chase P.J.

June 19. 1929 Petition for payment of expenses incurred by Receivers filed

Order of Court:- June 24. 1929, the foregoing petition of Edward T. Kelley and Jacob Luxemburg, Receivers presented and considered and the Court authorizes and directs the receivers, out of the funds in hand derived from the sale of the property of the Corporation in receivership, to pay the expenses mentioned and referred to in the report, said expenses being proper disbursements of the receivership, and they are further authorized and directed to pay the State taxes which have priority claim, and to take credit for the same in their account for such payments as shall have been made.

The Court awards as Compensation for services rendered the following sums:- To Jacob Luxemburg, Recvr 488.50

To Edward T. Kelley, Recvr 488.50

To Liveright & Smith, Atty for Recvr 600.00

and receivers are authorized to disburse the same amounts and take credit therefor in their account. By the Court. A. R. Chase P.J.

June 19, 1929 Petition for Allowance filed.

Now June 24. 1929. the within petition considered and an Allowance of $300.00 to Attorneys for Plaintiff in the above proceeding is taxed as part of the costs of the case.

By the Court. A. R. Chase P.J.

July 5. 1929 First & Final account of Edward T. Kelley and Jacob Luxenburg Receivers, filed and advertised in Clearfield Progress and Raftsman Journal to be presented for confirmation 1st Monday August 1929

The accountants charge themselves as follows:

June 7, 1929 By Cash received from Hyman Magie for sale of personal property 2230.00

The accountants take credit with the following disbursements, charges and expenses paid as per order of Court, dated June 24, 1929

June 1929, June 24 To E. J. Lee - getting machine out of mine Cleaning & preserving the same, posting bills 12.00

June 24. To J. G. Maines - Auctioneer at sale 15.00

" " To Morris Berney - premium on receivers bond 50.00

" " To Frank G. Smith, Car Hire 10.00

" " To Dean Bloom, appraiser 50.00

" " To William Burns - appraiser 60.00

" " To Raftsmans Journal - advertising notices of appointment by receivers 3.50

Continued on Page 225

February Term 1929

Arnold & Smith	Burnside National Bank		Jan 14 1929 Bill in Equity filed The Burnside National Bank brings this Bill in Equity and your orator complains and says That your orator is a Creditor of J. P. Fitzpatrick and Matilda J. Fitzpatrick and has obtained
Jan 14		5	two Judgments in Indiana County against each of said persons, said Judgments being respectively No 292 March Term 1927 No. 67 June Term 1927
J Mitchell Chase	Grant Snyder		No. 270 March Term 1927 and No 259 March Term 1927.
			That upon said Judgments your orator
	Pro By Atty	2.50	issued executions in Indiana County, Pa
	Shff Smith	4.70	upon which no monies were realized
	Pro	50	That writs of testatum Fieri Facias upon
		1.50	said Judgments were issued from Indiana
11	Dr	1.00	County and directed to and placed in the
		10.80	hands of the Sheriff of Clearfield County Penna a statement of which writs is as follows:

Burnside National Bank vs J. P. Fitzpatrick
Execution Docket No 103 Dec T. 1928
Testatum Fieri Facias from Indiana County
Debt $490.00 Attys Com. Int & Costs
Issued on Judgt No 292 Mar T. 1927.

Burnside National Bank vs J. P. Fitzpatrick
Execution Docket No 104 Dec T. 1928
Testatum Fieri Facias from Indiana Co.
Debt $625.00 attorneys Com. Int
and Costs. Issued on Judgt No 67 June
term 1927.

Burnside National Bank vs Matilda J
Fitzpatrick, Execution Docket No 105 Dec T. 1928
Testatum Fieri Facias from Indiana Co
Debt $625.00 Attys Com & costs.
Issued on Judgment No 270 March T. 1927

Burnside Nat'l Bank vs Matilda J.
Fitzpatrick. Execution Docket No 106
Dec T. 1928. Testatum Fieri Facias from
Indiana County. Debt $490.00
Atty Com. Int and Costs. Issued
on Judgt No 259 Mar T. 1927

That upon said writs the sheriff of Clearfield County obtained a levy upon certain property consisting of household effects which was found in the possession of Grant Snyder at his hotel located in the village of Mc Gees Mills, Bell Twp. Clearfield Co. Pa the items so levied upon being as follows: 1 Oil stove, 1 Kitchen Cabinet, 10 rockers, 3 stands 2 sleds, 1 Clothes rack, 1 sewing Machine, 1 ice box 1 Washstand, 1 Davenport table 1 round table, 1 lot Window screens, 1 3 piece over-stuffed suite, 1 bicycle, 4 beds, 1 pair skis, 7

stools. 2 dressers. 1 Chiffonier. 1 lot Matting. 1 large leather Chair.

That the said Grant Snyder in whose possession the Goods levied upon in Clearfield County were found has filed a Claim thereto with the Sheriff upon which an interpleader proceeding is now pending: that no formal statement of the source of his title has been filed in said proceeding but your orator is informed and believes that the said Grant Snyder claims title to said household effects by reason of a bill of sale executed by the said J. P. Fitzpatrick and Matilda J. Fitzpatrick to him at a date not known to your orator but believed to be within the past few months

That the said J. P. Fitzpatrick and Matilda J. Fitzpatrick were, until the past few months residents of or near in Indiana County Penna where they resided in a property title to which was in one or both of them: that shortly prior to Dec 1. 1928. a sale of said premises was made by the Sheriff of Indiana County upon a Mortgage held by Grant Snyder and your orator is informed and believes that the said Grant Snyder purchased said premises at the Sheriffs sale aforesaid; that your orator is further informed and believes that shortly prior to said Sheriffs sale of real estate a bill of sale of all the household effects of said J. P. Fitzpatrick and Matilda J. Fitzpatrick was made to the said Grant Snyder, being the bill of sale under which title is claimed to the Goods levied upon by the Sheriff of Clearfield County: and that thereupon the said J. P. Fitzpatrick and Matilda J. Fitzpatrick or the said Grant Snyder or one of them did remove said goods from the former residence where the same were situate.

Wherefore upon your orator needs equitable relief and prays:

That the respondent herein may be decreed to make full and true discovery as to all matters stated in this bill.

That the respondent May, upon his oath, and according to the best of his knowledge information and belief, make full true and direct answer to each of the several interrogatories filed herewith

That a writ of Scire Facias be directed to the Sheriff of Clearfield County requiring him to make known to the said Grant Snyder that he be and appear before your Honorable Court at a certain date therein appointed to answer this bill and all such interrogatories as shall be propounded to him, or show cause why he should not, and abide by the judgment of your Honorable Court in the premises.

For such other relief as may be proper and equitable under the circumstances. Bunkside National Bank by Arnold & Smith Solicitors

To the Deft within named.

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County Pa. specifying therein a person and place within said County, where papers, process and notices may be served upon you: and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro Confesso and a decree made against you in your absence. Arnold & Smith. Attorneys for Pltff

Let Scire Facias issue sec leg. requiring the Sheriff to make known to the Deft that he be and appear on 4th Day of February 1929 to answer this bill and all such interrogatories as shall be propounded to him, or show Cause why he should not and abide the judgment of the Court in the premises.

By the Court. A. R. Chase P. J.

February Term 1929 No 5 Feb T. 1929

Jan 14. 1929	Scire Facias issued
Now Jan 15. 1929	service accepted for the Deft Grant Snyder
of the within writ	by true and attested copy of same together
with two Bills of	Equity. J Mitchell Chase Atty for Grant Snyder
Now Jan 15. 1929.	service accepted for the Deft Grant Snyder
by J. Mitchell Chase	atty for said Deft by a true and attested
Copy of within writ	together with two bills of Equity as per
his acceptance and	endorsements hereon. So answer
	Percy E. Smith. Sheriff
Feb 21 1929	Answers of respondent filed. service accepted
by Arnold & Smith	atty for Libellant
May 6. 1929.	the above case discontinued. Costs to be paid by the
Plaintiff. Arnold	and Smith. Solicitors for Plaintiff
The above discontinuance is hereby approved. By the Court A. R. Chase P.J	

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Contd from Page 193 No 4 Feb T. 1929 Dra C. McClaskey vs McLaughlin Furniture Co

May 9. 1929 Motion for appointment of auditor filed

May 9 1929 The foregoing petition read and considered; and it appearing that notice of presentation thereof has been given to Counsel for the exceptants said Counsel being present in Court. John Scollins Esq is appointed Auditor to pass upon the exceptions and to make distribution. By the Court. A R Chase P J

May 7. 1929 service accepted by John C. Arnold atty for Mc. Laughlin

Nov. June 10. 1929 an Auditor having been appointed the issues raised hereunder are referred to said auditor. By the Court. A R Chase P J

Nov. 15. 1929 Stipulation of Counsel filed

Dec. 9-1929 Auditor's Report filed.

Service accepted & notice of presentation waived

M. L. Silberblatt Atty for Creditors

The fund in hand for distribution by your Auditor is $4836.22 being the balance of $8336.22 as shown by the account filed after deducting therefrom $3500.00 that has been set aside under the stipulation of Counsel ("Exhibit A").

Your Auditor reports the following Schedule of Distribution based on his findings:

Amount on Hand:		$4836.22
Less Costs of Audit:		
To Geo. N. Ralston Pro. auditors Commission	$1.00	1
Certificate of Liens	1.50	
Filing this Report	10.00	
Advertising Audit:		
Raftsmans Journal	5.00	
Clearfield Republican	4.00	
R. M. Hershey, Receiver Compensation	250.00	
John J. McLaughlin Receiver "	250.00	
Liveright & Smith, Esq. Counsel to Receivers	150.00	
Rebecca Mellott Stenographic services	5.00	
Jennie Bailey " "	5.00	
A. M. Liveright Esq. Attendance at audit	25.00	
John Scallin Esq. Auditor's Fee	165.50	871.70
Balance to Distribute		$3964.52
James L. Smith preferred claim: Rent		120.00
Balance for Distribution to General Creditors		$ 3844.52

which being insufficient therefor, the amount is distributed pro rata as follows:

Attorney	Claimant	Amt of Claim allowed:	Amount Distributive
M. L. Silberblatt	Curwensville State Bank	$1290.45	167.75
Bell & Bell	James L. Smith	3712.00	482.56
D. Edward Chaplin	Landis & Company	178.62	23.22
D. Edward Chaplin	Curwensville National Bank	9511.08	1236.44
D. Edward Chaplin	John J. McLaughlin	2557.14	332.44
D. Edward Chaplin	John J. McLaughlin	1533.01	199.29
W. Albert Ramey	W. D. Blystone & Company	166.71	21.67
W. D. Swoope	Keystone Furniture Company	702.07	91.26
W. D. Swoope	Stephen Ballard Corporation	396.31	51.52
C. R. Kramer	Fort Pitt Bedding Company	27.60	3.58
C. R. Kramer	Bailey Wall-paper Company	405.19	52.67
C. R. Kramer	Smith Wooden-ware Company	172.00	22.36
D. E. Chaplin	Landis & Company	642.88	83.57
	W. J. Hipps	629.65	81.85
	Western Advertisers Association	163.45	21.24
	McClure Glass Company	126.60	16.45
	G. I. Sellers Company	490.93	63.82

Continued to Page 252

May Term. 1929

Pentz + Pentz	Lycoming Upholstering Company		March 4. 1929 Bill of Complaint filed.
			Your Orators Complaint says:-
			The Robinson Furniture Corporation was incorporated
Mar 1.			under the laws of the State of Penna. having a Charter
			duly approved on the 22nd day of Nov. 1925. as will
			more fully appear in the Recorders Office in Miscellaneous
			Book No. 3 Page 79. which is made a part hereof. for the
N.G. Womer.	Worth Jones +		purpose of Conducting a store or stores for the buying,
	A. M. Jones +		selling and dealing in house furnishings of
	Mrs Murray		every Class, nature and description, by Wholesale
			and retail.
			That by a petition filed on the 30th day Nov. 1926
	Pro	2.50	by Worth Jones, Aresident attested by A.N. Jones Secty
	Pro	.50	the said Robinson Furniture Co. petitioned dissolution
	"	.60	of the Corporation, and said dissolution was decreed
	"	1.50	on the 22nd day of Dec. 1926. as will more fully
1/5		.50	appear in the records of the Court of Common Pleas
	Pro.	1.00	of Clearfield County No. 433 Dec T. 1926. which records
		6.60	are made a part hereof. At the time of the said
			dissolution. your Orator is informed. and believes
			that the said Worth Jones. A M Jones and Mrs Murray
			were the sole owners and officers of the said
			Robinson Furniture Co. Incorporated.
			That on or about the 29th day of May. 1924. prior
			to the dissolution aforesaid. your Orator shipped to
			the respondent a living room suite, Consisting of
			a Davenport. Chair and F. side. to the value of
			$179.00 according to the itemized statement hereto
			attached. and marked "Ehibit A" and the respondent
			refused to accept the said suite for the reason
			that it was not as ordered.
			Whereupon on the 30 day of June. 1924. your Orator
			wrote the respondent acknowledging the Goods
			were not as ordered and requested the respondent
			to put the goods on the floor and sell them.
			and pay to your Orator when the goods were
			sold. a copy of the letter of June 30 1924. is
			hereto attached and marked "Ehibit" B."
			In response to your Orators letter of June 20th
			the respondent on the first day of July. 1924
			wrote to your Orator accepting the proposition
			to put the suite on the floor, and to pay for it when sold.
			A copy of the letter of July 1st is hereto attached and marked
			"Exhibit C". That the respondent has sold the suite, but has
			failed, neglected and refused to pay for it although repeatedly
			requested to do so.
			Wherefore your Orator prays your Honorable Court for relief as foll:
			That a decree be entered Compelling the said Worth Jones,
			A.M. Jones, and Esther A. Bowersox, executrix for J. A. Bowersox
			deceased, to pay your petitioner the sum of One Hundred Seventy-
			nine Dollars ($179.00) with interest thereon from the date of sale.
			That a decree be entered Compelling the respondent to pay
			the Costs and expenses of this proceeding.
			To order or decree all other equitable relief to which
			your peletioner may be entitled. And he will ever pray. etc.

Lycoming Upholstering Co,
by S B. Henderson, Treasurer.

Continued next page.

Continued from other page 200

Notice

To The Defendants Within Named:-

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this Bill in equity, to enter a written appearance to the term and number stated hereon, in the Office of the Prothonotary of the Court of Common Pleas of Clearfield, Pennsylvania, specifying therein a person and place, within said County where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every one of the averments of this bill. If you fail in either respect, the bill may be taken Pro Confesso and a decree made a gainst you in your absence.

Pentz & Pentz, Attorneys for Plaintiff.

Feb 28, 1929 service accepted by copy (and by paper filed) N. F. Women, Atty for Worth Jones, & A. M. Jones & Mrs. Murray

Mar 21-1929 Answer raising preliminary objections filed. Mar 21-1929. Service accepted thereon by copy by Pentz & Pentz attys for plff.

Now June 12 1929 the Bill of Complaint is dismissed unless the Complainant within twenty days from this date files an amended Bill of Complaint. By The Court. A. R Chase P. J.

June 12, 1929 Bill of Complaint filed

July 8, 1929 Motion of Dismissal filed and service accepted by copy by Pentz & Pentz, attys for Plff.

Now this eighth day of July the foregoing petition having been read and considered upon motion of N. F. Women, the Bill in Equity in this case is dismissed at the cost of the Plaintiff.

By the Court. A. R Chase, P. J.

May Term 1929

W. A. Hagerty Carl A. Belin	Ralph Jury	March 26, 1929 Bill in Equity filed. Two copies certified to Sheriff. To Hon. A. R. Chase, President Judge of said Court. Ralph Jury of the Township of Gerard, County of Clearfield and State of Pennsylvania brings this suit against Norman Jury and Complains as follows:
March 26	2.	First: That in the year 1926 the said Ralph Jury,
	Norman Jury	Norman Jury and Lewis E. Jury entered into a verbal partnership for the purpose of Cutting and manufacturing timber into lumber and for that purpose agreed to buy a saw mill.
		Second: That the said Ralph Jury Norman Jury and Lewis E. Jury for the purpose of buying a saw mill borrowed from the Karthaus Bank #1095; said Lewis E. Jury afterwards withdrawing from the partnership.
	Pro. by Sheff 2.50	
Dis	" By Reff 4/24/29 1.00	Third: That said Ralph Jury and Norman Jury continued
Sheff	Smith Pd by Reffatty 3.00	the partnership under the name of Jury Bros. and
"	" " " " " " 3.00	made various contracts for the purpose of Cutting and manufacturing timber into lumber.
		Fourth: That said Norman Jury was Secretary and Treasurer of said Company, kept the books and Collected a large portion of the money.
		Fifth: That upon the verbal agreement the profits arising and accuring from the Cutting and manufacturing timber into lumber to be divided equally and evenly between the plaintiff and defendant after deducting and paying the debts of said firm. All losses to said partnership to be shared in a similar manner.
		Sixth: The first year the saw mill was run a man was employed to do the sawing assisted by the plaintiff, Ralph Jury.
		Seventh: That the note held by the Karthaus Bank has been reduced by payments leaving a balance of $303.
		Eighth: That said Jury Bros. entered into a contract with one Orvis Smith to cut and saw all the timber on his lands at the rate of $5.00 per thousand: that said mill was run by said Ralph Jury and after deducting $2.00 per thousand to be divided between said plaintiff and defendant: the money was set aside to be appropriated to the payment of said note: that before said Contract was finished said Norman Jury without the consent of said Plaintiff, removed said saw mill upon a tract of land purchased by himself, thus violating the contract made with Orvis Smith and causing to said firm a loss of $117.00.
		Ninth: That since on or about February 1, 1928 (8) to the time of which said mill was removed, said Norman Jury, the said Norman Jury has had and assumed full control over said saw mill and has not applied any of the profit made from said mill to the payment of said note after the removal of said mill, a sale of a portion of the same having been made by said Norman Jury without the consent of said Ralph Jury his partner.
		Tenth: That said plaintiff has not had any access to books of said partnership and is unable to state what is due him from said partnership: that the defendant has

Continued on Page 203.

refused to show said books and to make any settlement or accounting for said profits realized from the various job carried on by said firm.
Wherefore he prays:
First: That an account may be taken of all and every of said late partnership dealings and transactions from the time said partnership was formed in the year 1926 to the present time and that the said Norman Jury be directed to pay, what, if anything upon such account appeared to be due from him, the said Norman Jury to the said Plaintiff: the plaintiff Ralph Jury hereby offering to pay said Norman Jury, what, if anything, shall appear to be due to him from the partnership.
Second; That the said Norman Jury be in the meantime, restrained by injunction of this honorable Court from disposing of any of the partnership property by the said Norman Jury, until an accounting and a settlement is made of the partnership business.
Third: That said partnership be dissolved by order of said Court.
Fourth; That such other and further relief be granted by said Court that may be deemed right and proper be made in such case.
R. M. Jury.

To Norman Jury, the above named defendant: You are hereby notified and required, within fifteen days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Pennsylvania, and to file your answer within thirty (30) days to the within Bill of Complaint of the within named Ralph Jury, and to observe what the Court shall direct.
You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's Office within fifteen days or by not filing an answer within 30 days, your will be liable to have the bill taken Pro Confesso and a decree made against you in your absence. Witness our hands at Clearfield Pa. on the 26th day of March A. D. 1929 H. A. Hagerty. Carl A. Belin.
Now. April 24. 1929 this case to be marked discontinued by direction of Plff. by W. A. Hagerty. Carl A Belin Atty for Plff.
Now april 24. 1929 I return this writ as per above endorsement Sheriffs costs paid by Plff atty. So ans Percy E. Smith Shff
~~July 10-1929~~

May Term 1929.

N. F. Womer	Dr. C. W. Johnstone, James M. Irwin Alfred A. Johnson, C. E. Piper, and J. H. Piper, copartners, trading and doing business as G. W. Piper Sons, DuBois Hospital	April 9, 1929 Bill in Equity filed. Nine copies certified to Sheriff. Your orators complain and say: First: That your orators, James M. Irwin, Alfred A. Johnson, C. E. Piper and J. H. Piper, copartners trading and doing business as G. W. Piper Sons, are residents of the City of DuBois, Clearfield County, Pennsylvania. That the DuBois Hospital is a corporation existing under and by virtue of the laws of the Commonwealth of Pennsylvania, maintaining a hospital in the City of DuBois, Clearfield Co. Pa. and C. W. Johnstone is a resident of Clover, Cambria
April 9	3	Co. Pa., but at the time of the acts herein Complained
Bell & Brockbank	Oralio Olivio alias Orazio Olivio, Vincenzo Maretta and Oralio Olivio, alias Orazio Olivio, Guardian of Lewis Desander	of, was a resident of the City of DuBois, Clf'd Co. Pa. Second: That the defendants are residents of the City of DuBois, Clearfield County, Pennsylvania. Third: That on or about the 13th day of August, 1919, Oralio Olivio, alias Orazio Olivio, by deed from A. A. Barlo, et al, duly recorded in Clearfield County in Deed Book 237, page 481, said deed being incorporated herein by reference, became the owner of certain real estate located
	Pro. By atty 2.50	on West Washington Avenue in the City of DuBois
	Sheriff 17.20	Clearfield Co., Pa bounded and described as follows:
	Pro. .50	All that certain messuage or piece of land, situate
	" .50	in the City of DuBois, County of Clearfield and
	" .50	State of Pennsylvania bounded and described as follows
	" .60	to wit; Beginning at a past at corner of lot of
	1.50	Philip Goodman and the land herein conveyed in
7-13-29.- Pro	.50	the line of west Washington Ave., thence East along
	.60	Washington Avenue twenty (25) feet to a past: thence
	" 1.50	South one hundred (100) feet, more or less, along
	" 1.00	other lands of grantors to a past, thence along
	27.40	lands of Stephen Fugate and ——— Heitzenrather
		West twenty five (25) feet to land of Philip Goodman:
		thence North along line of land of Philip Goodman one
Oct 21. 1929 Recd of N. F. Womer Atty		hundred (100) feet, more or less to place of beginning.
Costs:— Shff Smith 17.20 Pro 7.20		Fourth: That on the 25th day of April, 1925, the
Total Recd $24.90		said Oralio Olivio, alias Orazio Olivio was indebted
Geo. W. Ralston Pro		to the DuBois Hospital to the extent of $408.00 to
		Dr. C. W. Johnstone for $300.00 to Alfred A. Johnson
		$72.00: to G. W. Piper Sons for $43.00 and to James
		M. Irwin for $300.10.
		Fifth; That on said date, the said Oralio Olivio
		alias Orazio Olivio was insolvent, in that the fair
		and salable value of his assets on said date were less
		than were required to pay his probable liability on
		his existing debts.
		Sixth; That on April 25 1925 by deed recorded
		in Clearfield County deed book Vol. 274, Page 303, the
		said Oralio Olivio alias Orazio Olivio conveyed
		said property to Vincenzo Maretta, with the actual
		intent to hinder, delay and defraud your orators
		herein who were his creditors at that time.
		That the said Vincenzo Maretta by deed dated

Continued on Page 205

April 1, 1928 and recorded in Clearfield County in deed book Vol. 286 Page 498, conveyed said property to Orazio Alivio, Guardian of Lewis Desander, said deed being incorporated herein by reference.

Seventh: That both the conveyance of Alivio to Marietta and by Marietta to Alivio, as Guardian of Lewis Desander were without any fair consideration, and Marietta and Alivio knew of the fraud perpetrated on the plaintiffs.

Eighth: That the claim of Dr C.W. Johnstone was reduced to judgment and entered to No. 56, December Term, 1925, in the Court of Common Pleas of Clearfield County, Pennsylvania on September 21, 1925; that James M. Irwin and the DuBois Hospital have brought action in the Court of Common Pleas of Clearfield County to reduce their claims to judgment; that the claims of G.W. Piper Sons and Alfred A Johnson have been reduced to judgment before an Alderman in the City of DuBois, Clearfield County, Pennsylvania.

Ninth: That your orators had no knowledge of the fraud practiced upon them by the said Alivio until very recently and after an examination of the records in the office of the Register and Recorder of Deeds.

Tenth: That, irrespective of the conveyance by Alivio to Marietta above recited and by Marietta to Alivio, as Guardian, also as above recited, the said Alivio has always remained in possession of said property and is in possession of the same at the present time, or was at the time of the last inquiry by your orators: has paid the taxes and insurance on the same and exercised all the rights of possession and ownership.

Wherefore: your orators pray the Court for equitable relief and to order and decree as follows:

1. That the defendants may be ordered and decreed to answer this Bill.

2. That said defendants be enjoined from making any further conveyance of said property until after the disposition of this proceeding.

3. That the conveyance by Orazio Alivio, alias Orazio Alivio to Vincenzo Marietta and by Marietta to Alivio, as Guardian be set aside and declared null and void by the Court, in order that your orators may proceed by execution aginst said property.

4. That the Court may grant such other and further relief as the plaintiffs' case may require and as to the Court may seem fit and proper.

John C. Arnold,
M F Womer attys. for Plaintiffs

To the above Defendants:

Unless you have already done so, you are hereby notified and required within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield Co. Pa. specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made aginst you in your absence.

John C. Arnold
M. F. Womer attys. for Plaintiff

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No. 3 May Term 1929. Dr C W Johnstone et al vs Oralio Olivio et al

Now April 12, 1929 served personally on the defendants, Oralio Olivio, alias Orazio Olivio, Vincenzo Maretta and Oralio Olivio alias Orazio Olibio, Guardian of Lewis Desander by handing to Oralio Olivio alias, Orazio Olivio sig true and attested copies of the within writ & making known unto him the contents thereof, and by handing to Vincenzo Maretta three true and attested copies of the within writ and making known unto him the contents thereof. So Answers, Percy E. Smith, Sheriff

April 22, 1929, by paper filed Bell & Brockbank attys enter their appearance for the Defendants, Oralio Olivio alias Orazio Olivo et al.

April 29, 1929 Answer to Bill in Equity filed with service accepted by two copies on April 27, 1929 by N. F. Womer of Counsel for Plff

May 6, 1929 Motion for decree Pro Confesso filed

Now May 7, 1929 service accepted for Defts by Bell & Brockbank attys for Defts

July 1, 1929 Order filed

Order-And now July 1, 1929, by agreement of Counsel it is ordered adjudged, and decreed that a Decree pro confesso be entered in favor of the Plaintiffs and agints the Defendants in this case, unless the defendants shall file an amended Answer within fifteen days from this date.

It is further ordered that if such amended Answer be filed that the case be heard on Tuesday August 6, 1929 at 10 O'Clock A.M. By the Court. A. R. Chase P.J.

July 13-1929 Amendment to Answer; fdl. & July 12-1929. Served by Copy on N. F. Womer of Counsel for Plff

Oct 21, 1929 By paper filed by Plff Attorneys the Prothonotary is hereby directed to discontinue the above case John C. Arnold & N. F. Womer Attys for Plff

Attest Geo. W. Ralston
Prothy

September Term 1929.

Arnold & Smith.

June 11.

Bell & Bell

V. P. Davis
A. F. Maurey

Joseph S. Fleming
R. V. Fleming

Pro. 2,50
" affi .50
" Sumd .50
" Dy 1.75
Shff Smith 12.60
Pro .50
" .50
" .50
" .50
" .50
Pro .50
7-31-29 J. W. Wall Sheff Sale 4,15
25.00

June 11, 1929 Bill in equity filed.
Six Copies certified to Sheriff.
To the Honorable A. R. Chase, President Judge of said Court:
Your Orator Complains and says;
1st; That V. P. Davis, one of the Plaintiffs, is a resident of the Borough of Curwensville, Clearfield County, Pennsylvania, and A. F. Maurey, the other of the Plaintiffs, is a resident of the Borough of Grampian, Clearfield County, Penna.
2nd. Joseph S. Fleming is the husband of R. V. Fleming both Defendants being residents of the Borough of Grampian, Clearfield County, Pennsylvania.
3rd V. P. Davis is the owner of certain premises situate in the Borough of Grampian, Clearfield County, Penna., bounded and described as follows;

Beginning at an iron post on Main Street in the Borough of Grampian, and an alley on Street; thence South 36½° West 181 ft. to an iron post; thence South 54° East 62 ft. to an iron post at lot now or formerly of A. C. Moore; thence North 36½° East 181 feet along lot of A. C. Moore and Fleming to an iron post on Main Street; thence North 54° west 62 feet along Main St. to post and place of beginning. The said premises being the same premises conveyed by Bertha E. Moyer and Archie Moyer to V. P. Davis by deed dated Sept. 22, 1923 recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book No. 266 page 6.

4th. That A. F. Maurey is the tenant of V. P. Davis, which said tenance was created and existing prior to the doing of the acts hereinafter complained of as having been done by the defendants, and said tenancy continues.

5th That V. P. Davis and his predecessors in title have used, owned occupied and been in possession of the aforesaid premises for more than thirty years prior to the date hereof.

6th That the Southeasterly boundary line of the premises of the plaintiff lies adjacent to property occupied by the defendants

7th That the southeasterly boundary line of the premises now owned by the plaintiff, V. P. Davis, has for a period of thirty years and upwards been identified by a line or mark, which said line or marks were upon the ground, and originally consisting of an old fence, which subsequently fell into disrepair, which said fence lay southeast of an outhouse or privy, the foundation of which has at all times existed and remains upon the ground, the said fence being immediately southeast of the southeastern side of said foundation. That said old fence was also southeast of a Cherry tree and crab tree still remaining on the premises of the Plaintiff.

8th That on about May 1925, V. P. Davis, one of the Plaintiff built a fence along the said

Continued on page 209

southeast boundary of the said premises of the plaintiff, being careful to construct said fence so that all of the same would be northwest of the original line fence heretofore referred to.

9th. That in 1889 a wooden sidewalk was constructed on Main Street in front of the premises of the plaintiff by Levi Hepburn, husband of Annie Hepburn one of the predecessors in title of the plaintiff, and that said wooden sidewalk so constructed had its termini at the southeast and northwest ends at or about the location of the iron posts heretofore set forth as being a corner of the premises of the plaintiff along the line of Main Street.

Wherefore your Orators need equitable relief and pray:-

1st. That the defendants be decreed and required to restore the fence heretofore described as being located on the premises of the plaintiff and to restore the status quo of the premises of the plaintiff as it was immediately before the trespass of the defendants.

2nd. That an injunction issue now preliminary in form, to be prepetual upon hearing had, enjoining and restraining the defendants from trespassing upon the premises herein described to the plaintiff, until after the Defendants shall have by their action in law established title or right of possession to some or any part of the premises of the plaintiff as above described.

3rd That your Orators have such other and further equitable relief as the nature of this case may require.

4th That your Orators be awarded the costs of this proceeding.

Arnold & Smith, attys for Plff.

To the Defendants within named:-

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken Pro Confesso and a decree made against you in your absence.

Arnold & Smith, atty for Plff.

June 11, 1929, injunction affidavits of Levi Hepburn and B. M. Hess filed.

June 11, 1929, Bond in the sum of one hundred ($100.00) dollars filed and approved by the Court, A. R. Chase. P. J.

And now June 11, 1929, after due consideration of the bill in equity and injunction affidavits filed therewith, and the Court being satisfied that immediate and irreparable loss and damage will result before this matter can be heard on notice, preliminary injunction is hereby granted enjoining and restraining the said Joseph L. Fleming and R. V. Fleming, their agents, servants and employees, from trespassing on the premises now or formerly of V. P. Davis and A. F. Maurey, tenant and terra tenant, and specifically from trespassing Northwest of what was formerly the division line between the property of the said V. P. Davis and/or Joseph L. Fleming and/or R. V. Fleming, which said line is described as beginning at or near a notch on a concrete sidewalk in front of the premises of the plaintiffs and defendants, thence extending

Continued on Page 210

No. 1 Sept T 1929 V. P. Davis vs Jos. S. Fleming Contd from Page 209

along the line of immediately southeast of the foundation line of an old outhouse formerly located on the property now owned by V.P. Davis and said line being further described as the line upon which the said V.P. Davis and/or A.F. Maurey heretofore or now maintained a fence between the property of the plaintiffs and the property of the defendants.

the premises in question and laying

3rd That as to the Injunction herein granted preliminarly, the same shall bind the servants, agents and employes of the defendants.

This injunction shall be taken to be dissolved unless a motion be made to continue the same on the 17th day of June, 1929. By the Court, A.R. Chase P.J.

June 11, 1929 Injunction issued.

Now June 12. 1929 served the within Writ of Injunction personally on the Defendants Joseph S. Fleming and R.V. Fleming by handing to each a true and attested copy of the within writ together with three Bills in Equity and making Known unto each the contents thereof. So Answers Percy E. Smith. Shff

June 17-1929. By paper filed, Bell & Bell Atty's enter their Appearance for the defendants.

Now June 17. 1929. the time arriving for hearing on the preliminary injunction in this cause, it appearing to the Court that the has been so short that answer could not be made to the preliminary injunction issued in order that the defendant may have sufficient time in order to secure Counsel and prepare his defense, the injunction is Continued until Monday, July 1. 1929. By the Court A.R. Chase. P.J.

July 11, 1929. Defendants Answer filed.

July 11, 1929 Service accepted by Arnold & Smith, attorneys for Plaintiff.

And Now July 1. 1929 the hour of hearing having arrived and it having been agreed by Counsel for the Plffs and Counsel for the Defts in open Court that decree be filed Continuing in full force the preliminary Injunction granted in this case,

It is ordered and decreed that the preliminary Injunction granted in this case is hereby Continued in full force and effect until hearing had on the merits of this Bill at which time the Court will make such other and further decree as the premises require. By the Court. A.R. Chase P.J.

July 29. 1929 Petition filed:- And Now July 29. 1929 Rule granted on Defts to show Cause why they should not be adjudged guilty of Contempt. Ret Aug 5. 1929 at 9 A.M. By the Court A.R. Chase P.J.

July 29. 1929 service accepted and personal service waived. Bell & Bell Deft atty

July 31-1929 Answer of Joseph S. and R.V. Fleming filed, and Aug 1-1929 Service accepted by Arnold & Smith

Oct 12. 1931 Not to go on argument List unless ordered on by the Court A.R. Chase P.J.

September Term 1929

Arnold & Smith	Clearfield Machine Company, Corporation of Pennsylvania.		June 24, 1929 Bill in Equity filed. Three Copies Certified to Shff. Your Orator Complains and says; 1st That the Clearfield Machine Company is a Corporation of the State of Pennsylvania, having its principal office and place of business in the borough of Clearfield, Clearfield County, Penna.
June 24	2		2nd: Clyde D. Johnson is a resident of the borough of Clearfield, Clearfield County, Penna.
J. Mitchell Chase	Clyde D. Johnson		3rd: That prior to the 17th of June, 1929, the said Clyde D. Johnson was in the employ of the Clearfield Machine Company and had been so employed for approximately ten years
	Pro By atty	2.50	prior to said date.
	"	1.00	4th: That during the time of his employment
	"	1.75	with the Clearfield Machine Company, the said
	"	50	Clyde D. Johnson had access to the private
	"	50	records of said Company in relation to its
	Shff. Smith	5.70	price lists, lists of Customers, its drawings &
1/31	Pro	.50	blue prints; and in addition thereto, in the
	" Ser	1.00	performance of his duties he was entrusted
		13.95	with the possession of the drawings,
3/10-24-29			blue prints, and specifications for various
			kinds of machinery and parts thereof.
Feb 7, 1930 Recd of Reff Attys			5th: That the said Clyde D. Johnson is now
Costs: Shff Smith 5.70 Pro 5.75			planning to go into, be concerned in, and/or
Total Recd $11.45			organize a competitive business to the business
Geo. W. Ralston			of the Clearfield Machine Company, particularly
			the business of furnishing equipment for
			brick plants and plants of similar character.
			6th That the said Clyde D. Johnson has
			in his possession various drawings, plans,
			blueprints and specifications for certain
			machinery and parts manufactured, and/or sold
			or to be sold by the Clearfield Machine Company
			to its customers, said plans, blueprints, and
			specifications giving the date of the construction
			thereof; - the said Clyde D. Johnson also has in
			his possession a copy of price lists for said
			machinery and parts thereof.
			7th: That the Clearfield Machinery and its
			predecessors have been engaged in the
			manufacture of brick making equipment for
			a period of more than forty years, and in
			such business has accumulated a large amount
			of drawings blue prints and specifications and
			price lists with reference to such machinery
			and parts for same, which is of great value to it.
			8th: That on June 17, 1929 the said Clyde D.
			Johnson severed his employment with the
			Clearfield Machine Company, and declared
			that it was his intention to engage in the
			business of manufacturing brick-making
			equipment; that the said Clyde D. Johnson
			upon demand then agreed to turn over to
			the Clearfield Machinery Company all the

Continued to page 213.

Continued from page 212.

documents and papers including specifications, drawings and blueprints aforesaid; that since that date said demand has been repeated on one or more occasions, that the respondent has failed to return the various paper and documents aforesaid;

9th: That the documents and papers aforesaid including the drawings, blue prints and specifications of parts manufactured by the Complainant and price lists of the Complainant, are the property of the Complainant and constitute a body of private and confidential information with reference to its business, to which no one but the Complainant is entitled.

10th: That great injury will result to the plaintiff if such drawings, blueprints, plans, pricelists and customers lists are used by any person engaged in a competitive business, or if copies of same be obtained by persons in a competitive business.

11th: That the defendant refuses and neglects to return said drawings, plans, blueprints, specifications price lists and customers lists, and that the said defendant is about to engage in a competitive business where the said papers would be of great help to him, and if the same were used would result in irreparable injury to the plaintiff.

Wherefore your orator needs equitable relief and prays;

1st: That an injunction issue preliminary now, to be made permanent on hearing had, restraining and enjoining the said Clyde D. Johnson, his agents servants and employees from disposing, or making copies, of any of the drawings, plans, blueprints, specifications, price lists or customers lists of the Clearfield Machine Company in his possession or control, or from disposing of any copies of the same.

2nd: That a mandatory injunction issue requiring the said Clyde D. Johnson, his agents, servants or employees, to deliver to the said Clearfield Machine Company all drawings, blueprints, plans, specifications, price lists and customers lists in his possession or control and any or all copies of same.

3rd: That your orator have such other and further equitable relief as this case may require.

4th: That your orator be awarded the costs of this proceeding. Arnold & Smith: Solicitors for Plaintiff.

To the defendant within named:

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon in the office of the Prothonotary of the Court of Common Pleas of Clearfield County Pennsylvania specifying therein a person and place within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made agunt you in your absence. Arnold & Smith, Attorneys for Plaintiff.

June 24, 1929, injunction Affidavit of P. D. Reed & J. M. Gallaher filed.

And Now June 24, 1929, after due consideration of the bill in equity and injunction affidavits filed therewith, and the Court being satisfied that immediate and irreparable loss and damage will result before this matter can be heard on notice, a preliminary injunction is

Continued on Page 214

hereby granted enjoining and restraining the said Clyde D. Johnson, his Agents, servants, and employees from disposing of, making Copies of, or disposing of Copies of, any of the drawings, plans, blue prints, specifications, price lists or Customers Lists of the Clearfield Machine Company.

That this injunction shall bind the servants, agents and employees of the defendant or any associates or associate of the defendant.

That this injunction be dissolved unless a motion be made to continue same on the 1st day of July, 1929 at 10 A.M.

By the Court, A.R. Chase P.J.

June 24, 1929, injunction issued.

June 24, 1929, Bond in the sum of one hundred (100.00) dollars with J.B. Reed & Walter E. McMurray as sureties filed and approved by the Court. A.R. Chase P.J.

Now June 24, 1929, served personally on the Deft Clyde D. Johnson by handing to him a true an attested copy of the within writ together with three bills in equity and making known unto him the contents thereof.

So Answers, Percy C. Smith, Sheff.

July 2. 1929 Amendment to Bill in Equity filed as follows:-

That the Plaintiff have discovery, and that the Deft be required to make full, complete and true answers to the Interrogatories attached and made a part hereof Arnold & Smith for Deft

July 2. 1929 Agreement filed:-

Now, July 1, 1929, the injunction in this case is hereby agreed to be continued until hearing shall take place upon the matters involved. It is further agreed that the hearing shall be had on Monday July 8, 1929 at 10:00 A.M. or such other time as may be fixed by the Court Arnold & Smith Attys for Plff. J. Mitchell Chase atty for Deft.

And Now, July 1, 1929 amendment allowed By the Court. A.R. Chase P.J.

Now July 3 1929 service accepted by Copy. J. Mitchell Chase atty for Defts

July 8, 1929 Order filed.

Now July 8th 1929, this matter having been heard by the Court the Bill is dismissed. Exceptions noted to Plaintiff.

By the Court A.R. Chase P.J.

September Term 1929

Livright + Smith — William Narr

July 16 — 3

Rentz + Rentz — R. H Ross

Pro 2.50
" .50
Shff Smith- 4.20
Pro 1.60
1.50

April 14. 1930 Reid of Rentz + Rentz
Attys Costs Shff Smith 4.20
Pro 5.10 Total Recd 9.30
Geo. W. Ralston Cro

July 16, 1929 Bill in Equity filed
3 Copies Certified to Sheriff

Your Orator Complains and says:-

That on or about the 15th day of March 1923 there was organized a common law partnership known as Johnston Electrical Company, which name was later Changed to Ross + Narr Electrical Company, for the purpose of conducting and carrying on the business of buying and selling electrical equipment and fixtures at retail and also doing electrical wiring and repairing electrical instruments in the City of DuBois Clearfield County, Penna.

That the partners in said partnership, together with their respective interests were then and there and still are as follows:- R.H. Ross two-thirds Interest; William Narr one-third Interest.

Said partnership was formed for an indefinite period and was formed under an oral agreement.

That by the terms of said partnership R H Ross was to furnish the Capital for said business and to receive two-thirds of the profits derived therefrom, and William Narr was to receive one-third of the profits derived from said business; both of said parties were to use their best efforts and all their time in the furtherance of the partnership business.

That said partnership continued from on or about the 15th day of March 1923 until May 20, 1929

That R. H. Ross and William Narr are both residents and citizens of the City of DuBois Clearfield County, Penna.

That the said partnership now existing composed of the individuals hereinbefore mentioned and called Ross + Narr Electrical Company are the owners of a large amount of electrical equipment and tools of an appropriate value of Four Thousand ($4000.00) Dollars, and also have a large amount of bills due and owing to them on open accounts for merchandise sold and services performed

That R. H. Ross Deft herein has refused the Complaint William Narr access to the books of said Company, and has refused to treat him as a partner since on or about May 1st 1929.

Wherefore, your orator needs equitable relief and prays:-

That a decree of this Court issue dissolving the said Ross + Narr Electrical Company a partnership and winding up its affairs and distributing its assets

That this Court appoint a Receiver or a Legislator for the purpose of winding up and dissolving said partnership and in order to preserve and distribute the assets of the same said Receiver to have full power, under the proper direction of this Court, to sell and dispose of the assets of said partnership.

said Receiver to take immediate possession of all of said assets when so appointed.

That upon the appointment of the Receiver as aforesaid all partners of Ross + Narr Electrical Company as well as all other persons acting for them or in their behalf be restrained and enjoined from having receiving or in any wise disposing of any of the assets and property of said Ross + Narr Electrical Company and further be enjoined and restrained from contracting any bills or indebtedness of any kind for or against said partnership trading as Ross and Narr Electrical Company

That the Court decree that R H Ross account to the Complainant and to the Receiver herein prayed for setting forth with particularity all sums received or expended by said R. H. Ross, Manager as aforesaid as well as accounting for all assets in his possession or control by virtue of his management of said partnership

Such further relief to which Complainant may be entitled.

Leveright + Smith, Solicitors for Complainant.

To R. H. Ross:- You are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Penna. and to file your answer within thirty days to the within Bill of Complaint of the within named William Narr and to observe what the said Court shall direct. You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's office within fifteen days or by not filing your answer within thirty days, you will be liable to have the Bill taken pro Confesso and a decree made against you in your absence

Witness our hands at Clearfield Pa this 15 day of July 1929

Leveright and Smith, Attorneys Clearfield Pa

Now July 22-1929 Service accepted by 2 Copies for defendant. R. H. Ross by Percy F Smith Atty for defendant

Now July 22. 1929 I return this writ Served & accepted for the Deft. R. H. Ross by 3 true and attested copies by Pentz + Pentz attys for said Deft. as per endorsement hereon 20 answers Percy F Smith Sh'ff

July 29. 1929 By paper filed Pentz + Pentz Attys enter their appearance for Deft

Aug. 5. 1929 Preliminary Objections filed with service accepted by Copy Aug 5. 1929 by Leveright + Smith attys for Plff

Sept 20. 1929 Ou Ock Argt List

Nov April 14, 1930 on Leveright & Smith attys for with plff: Decree that case marked settled & discontinued

Leveright & Smith

September Term 1929.

Dec Nart Phila.	Vance H. Burtner and Esther A. Burtner	Exemplification of the Records & Proceedings of the Court of Common Pleas No 4 for the County of Philadelphia, State of Penna. filed and of Record there #s No 663 June Term 1929, on July 3-1929, Bill filed; Bill in Equity; &c. dec: Rule to Appear Vanswer filed #
July 16	"	Bill in Equity for Specific performance To the Honorable the Judges of said Court:- The plaintiffs Vance H. Burtner and Esther A. Burtner, bring this their bill in Equity for the following reasons:-
	Clair P. Burtner Harriet L. Burtner Penn-Mar Realty Co. a corp of Penna Penn Supply Co. a corp of Md. Burtner Coal Co. a corp of N.J. Burtner Coal Mining Co. a corp of Penna Paragon Coal Mining Co. a corp of Penna, and Burtner Coal Co. a Corp of Maryland.	For a considerable time prior to Oct 1, 1928, Vance H Burtner, one of the Plaintiffs and Clair P. Burtner, his brother, one of the Defts, were engaged together in the States of Maryland, Pennsylvania and West Virginia in the mining and selling of coal, That in the carrying on of said business it became necessary to own lands and chattels. That it further became expedient to organize certain corporations for the conduct of said coal business and its allied interests. That the following corporations were organized in accordance therewith:- Penn-Mar Realty Company of Pennsylvania, Penn Supply Company of Maryland, Burtner Coal Company of New Jersey, Burtner Coal Mining of Penna, and Paragon Coal Mining Company of Penna. That Pltffs, Vance H. Burtner with his wife Esther A Burtner, owned approximately 45% of the Capital stock of said Corporation, excepting that of the Burtner Coal Company of Maryland, and the Defendants Clair P Burtner with his wife, Harriet L. Burtner owned and controlled 55% of the stock of the above mentioned Corporation. That in the Conduct of said business certain financial difficulties arose and to overcome the same and adjust the interests of the parties hereto the individuals named in this bill entered into a certain agreement which while undated, was executed on or about Nov. 6. 1928, a Copy of said agreement being set forth below and referred to as "Exhibit A" That this agreement provided in substance as follows (a) That certain land known as "Property No 6" title then being vested in the Penn-Mar Realty Company by deed dated April 19, 1919, from Clair P. Burtner, et ux, and recorded April 30, 1921 in Liber L.L.S. No 136 Folio 462, in the records of Allegheny County, Maryland, (a full description of said land being set forth below and referred to as "Exhibit B") was to be conveyed to Clair P Burtner for the sum of $121,374.00 together with the store property and ground, about one-half acre, and buildings thereon at Gannon, Maryland, for the additional sum of $2500.00 title thereto also being in the Penn-Mar Realty Company. That Clair C. Burtner was to receive the stock of the Pltffs in the Penn Mar Realty Company and also in the Burtner Coal Company (b) That Clair P Burtner was to pay the above sums
Pro	$2.50	
N	$2.00	
Phila Co Costs	10.12	
" " Exemplification	3.00	
Jan 12 1931 Reid of Pltffs Atty Pro Costs 4.50 Geo W. Raleton Pro.		

not in Cash but by certain financial adjustments and credits and future liability involving all of the individuals and Corporations named herein, as follows:-

(C) The loan of Clair P. Burtner to the Penn-Mar Realty Company in the sum of $960.00

Royalties due Clair P Burtner by the Penn-Mar Realty Company in the sum of $6591.43; For Maps and surveys $312.35. Taxes due by Penn-Mar Realty Company. $2523.36; Interest of Clair P Burtner in the Penn Mar Realty Company $46,582.65;

That the Burtner Coal Company, whose entire stock was to be owned by Clair P Burtner after the transfer of Peffs stock, being indebted in twice the sum of $18,127.07 over the value of its assets, a credit in said sum of 18.127.07 was to be allowed Clair P Burtner in these Calculations;

That Clair P Burtner was to be credited with the value of a certain refrigerator in the sum of $869.00.

That the net interest of both Peffs in the stock, lands, Chattels, etc., after all deductions, adjustments and certain future liabilities set forth below, was fixed at $49,713.76 for which Clair P Burtner was given credit on the entire purchase price aforesaid.

A detailed schedule of the above debits and credits being set forth below as follows:-

C. P. Burtner, Debtor

To purchase of property No 6.	121,374.00
" " " " Store property, etc at Gamons Md	2.500.00
" " " Stock interest of Vance H. Burtner and Esther A. Burtner in Penn Supply Co	1,805.62
Total	125,679.62

Credit.-

Sundry loans of C. P Burtner to Penn-Mar Realty Co	960.00
" Royalties due by Penn-Mar R. Es to C. P. Burtner	6,591.43
Surveys, Maps, etc	312.35
Taxes to be paid on Penn Mar R. Co by C. P. Burtner	2,523.36
L. Burtner in Penn-Mar R Co Credit share of total indebtedness [illegible] Burtner Coal Co	46.582.65
Above assets of Burtner Coal Co	18.127.07
Value of refrigerator	869.00
Amount due Vance H. Burtner	49.713.76
Total	125,679.62

(D) That in the adjustment of Peffs interests, Clair P. Burtner was to execute to mortgages to Vance H. Burtner, one of the Peffs in the sum of 50,000.00 for the term of three years, with interest at 6% payable quarterly on the real estate and the personal property thereon, on premises referred to above in paragraph 5 a title at said time being in the Penn-Mar Realty Company by deed dated April 19, 1919 from Clair P. Burtner ~~et ux~~ which Company was to convey said premises etc to Clair P. Burtner for the purpose of creating said Mortgages; said amount of 50.000.00 being agreed upon as a round figure instead of the actual interest of Vance H. Burtner viz; 49,713,76

(E) That Vance H. Burtner was to receive title to certain realty known as the Bosley property, being the same premises conveyed July 6. 1927 by the Penn-Mar Realty Company to Clair P Burtner and recorded in Braxton County, West Virginia, in Deed Book No. 139. Page 486. On Oct 8. 1927, more particularly described below in Exhibit "C"; that the price fixed for said property was $12,000.00. In addition Vance H. Burtner was to receive certain personal property owned by Penn-Mar Realty Company at Beccaria Clearfield County Penna at Burtner No. 4 Mine the value of which was agreed upon at $5,000.00. An inventory of said personal property is set forth below and referred to as "Exhibit D" That Vance H. Burtner was to receive the Capital stock of the individual defendants in the Burtner Coal Mining

Company and Paragon Coal Mining Company. That Vance H Burtner was, in addition to receive title to all the real and personal property of the Burtner Coal Mining Company and the Paragon Coal Mining Company

(f) That the said Vance H Burtner was to receive the mortgages aforesaid in the sum of $50,000.00 together with the real and personal property and capital stock as set forth in paragraphs 5. d and 5. e above, without the payment of any money to any of the above named Defts but by certain adjustments and credits as set forth below and by the payment of certain liabilities of the Burtner Coal Mining Co. and of the Paragon Coal Mining Co. the Burtner Coal Mining Co. in the sum of $83.41 and taxes in the sum of $1073.68

That said adjustments and credits were allowed in accordance with the following schedule, also set forth in paragraphs 8 and 9 of the agreement marked "Exhibit A"

Vance H Burtner Debtor

To purchase Bosley property	12.000.00
" " personal property at #4 Mine Beccaria	5.000.00
Debit share of total indebtedness above assets of Burtner Coal Co	18.127.07
Value of refrigerator	869.00
To Amt due Vance H. Burtner	49.713.76
	$85.709.83

Credit

Taxes due by Penn-Mar Realty Co paid by Vance H. Burtner	1.073.68
Salary due Vance H Burtner By Burtner Coal Mining Co	8.600.00
Pay roll advanced by Vance H. Burtner	4.730.65
Loan made by Vance H. Burtner to Burtner Coal M. Co	1.305.40
Outside accounts of Burtner C.M.Co to be paid by Vance H Burtner	9.583.41
Net amount due Vance H. Burtner by Paragon C. M. Co	20.498.00
Stock Dst of Vance H. Burtner + Esther A. Burtner in Penn-Mar Realty Co	38.113.07
Stock Dst of Vance H Burtner + Esther A Burtner in Penn Supply Company	1.805.62
	$85.709.83

(g) That certain releases were to be executed by and between all of the corporations and individuals herein named absolving each from all indebtedness except as specifically set forth above

(h) That all necessary papers were to be executed by the individuals named herein. That corporation meetings were to be held and defunte action taken and minutes thereof made to consummate the agreement aforesaid

That by virtue of the above agreement Clair B. Burtner has taken entire possession of the realty and personal property of the Penn Supply Company. Property No 6 and the Penn-Mar Realty Company and operates them for his own personal use and benefit

Plaintiffs being in need of equitable relief because no damages at law could be ascertained nor could they properly compensate them, and because of the multiplicity of parties and the involvement of accounts, crave specific performance of the contract entered into and therefore ask your Honorable Court that it may decree and direct.

A. That pending the hearing of this bill the Defts Clair P. Burtner, Harriet L. Burtner, Penn-Mar Realty Co. of Penna. Penn Supply Co. of Maryland. Penn Supply Co. of Pennsylvania. Paragon Coal Mining Co. of Penna. and Burtner Coal Co. of

Contd on Next Page

Mayland be specifically and on final hearing be perpetually enjoined from Mortgaging or encumbering said properties real or personal in any way or from selling or conveying the same or any part thereof to any person other than contemplated by the agreement set forth herein

(b) That the Defendants be required to execute and deliver all the papers instruments and documents referred to in the agreement viz. releases, stock assignments, deeds. Bill of Sale necessary to carry out said agreement.

(c) That Clair P. Burtner be ~~executed~~ required to execute and deliver to Vance H. Burtner the Mortgage of $50,000.00 in accordance with the terms and intent of the agreement referred to.

(d) Such further and general relief as to the Court may seem meet and proper. And the plaintiffs will ever pray. etc

Isaiah Scheeline. George Hart. Solicitors for Pltffs

September Term 1929

Arnold & Smith — Mahaffey National Bank, a corporation, organized under the Act of Congress of the U. S. of America, as a National Banking corporation

5

Bell & Bell — J. W. Westover, Bennie C. Campbell, Mary E. Campbell.

Pro. Pty atty C/36 49 2.50
" 3.00
" .50
Sheriff Smith 26.20
Pro Deene 2.00
" Des 1.00
3.5.20

Sept 3-1929 Read of Bennie C Campbell costs stated
#35.20
Geo W Ralston
Pro

July 29, 1929 Bill in Equity filed.
9 Copies certified to Sheriff.

To the Honorable A. R. Chase, President Judge 2nd Court:

Your orator complains and says;

1. That Mahaffey National Bank is a Banking Corporation organized under the acts of Congress of the United States of America, and has its office and place of business in the Borough of Mahaffey, Clearfield County, Pennsylvania.

2. That J. W. Westover is a resident of the Borough of Westover, Clearfield County Pennsylvania, and that Bennie C. Campbell and Mary C. Campbell are man & wife and reside at or near the Borough of Irvona, of Clearfield County, Penna.

3. That J. W. Westover, on or about March — 1906 by deed of Mary Westover, et al., became vested with the title to certain real estate located in the Borough of Westover, Clearfield County, Penna., containing approximately 11,200 square feet. Said deed from Mary Westover to J. W. Westover being recorded in the office of the Recorder of Deeds of Clearfield County in deed Book No. 281 page 201, which said record is incorporated herein by reference and made a part hereof, including the description of the said real estate, in this paragraph averred, to wit; 11,200 square feet.

4 That during and while the said J. W. Westover was the owner of said real estate, the said J. W. Westover became indebted to the Mahaffey National Bank, this Plaintiff, in the sum of $1000.00 said indebtedness being created by reason of a certain note, commonly called a judgment note, made and executed by Harry L. Swoope to the order of J. W. Westover, dated January 21, 1922 payable July 21, 1922 in the sum of $1000 dlls, which said note was assigned by the said J. W. Westover, payee to the Mahaffey National Bank, prior to its maturity, and by virtue of which said assignment there was obtained from the said Mahaffey National Bank the sum of $1000 dlls. That in the assignment of said judgment note the said J. W. Westover guaranteed the payment of said note at maturity. A true and correct copy of said original judgment note, together with the assignment endorsed on the back thereof, containing said guarantee of payment at maturity is attached hereto and made a part thereof and

marked Exhibit "A". That said note was signed by said Harry L. Swoope and the assignment and guarantee thereof was executed by the said J.W. Westover.

5 That the said Mahoffey National Bank did pay the said sum of $1000.00 for said note, upon the faith and credit of said J.W. Westover, as guarantor.

6 That from time to time the said Harry L. Swoope and J.W. Westover renewed said obligation, but no part of the same has been paid and that the said sum of $1000.00 was and is still due the said Mahoffey National Bank.

7 That on or about August 20, 1927 the said J.W. Westover, together with Nettie Westover, his wife, conveyed the real estate described in the third paragraph hereof to Bennie C. Campbell and Mary E. Campbell with intent to hinder, delay and defraud your orator, who was a creditor of J.W. Westover at that time. That said conveyance by J.W. Westover and wife to Bennie C. Campbell and Mary E. Campbell is recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book No. 281 page 202, and that said record is incorporated herein by reference and made a part hereof.

8 That on the date of said conveyance by J.W. Westover and wife to Bennie C. Campbell and Mary E. Campbell the said J.W. Westover was insolvent and that the fair reasonable value of his assets on said date were less than was required to pay his proper liabilities on his existing debt.

9. That the conveyance by J.W. Westover and Mary C. Westover his wife to Bennie C Campbell and Mary E. Campbell was without any fair consideration. That Mary E. Campbell is the daughter of J.W Westover and that Bennie C. Campbell is her husband, and son-in-law of J.W Westover.

10. That the claim of the Mahoffey National Bank aginst J.W Westover has been reduced to judgment, being entered to No. 22 May Term 1929.

11. That J.W. Westover still continues to remain in possesion of said real estate and is in possesion of the same at the present time, and has paid the taxes and insurance on the same and is exercising all rights of possesion and ownership thereof.

Wherefore your Orator prays the Court for equitable relief, that it be ordered and decreed as follows;

1st. That the defendants be ordered and directed to answer this Bill.

2nd. That the defendants be enjoined from making any further conveyance of said real estate until the disposition of this proceeding.

3rd. That the conveyance by J.W Westover to Bennie C. Campbell and Mary E. Campbell be set aside and declared null and void, murder that your Orator may proceed by execution aginst said property.

4th That the Court may grant such other and further equitable relief as the plaintiff's case may require, and that the plaintiff be awarded his costs in this proceeding.

Mahaffey National Bank. By W.B. Clark Cashier

Arnold & Smith, Atty for Plff.

Aug 17, 1929 By paper filed Bell & Bell Esqs enter their appearance for Bennie C. Campbell & Mary E. Campbell Defts

Continued on Page 224

Continued from Page 223 Mahaffey National Bank vs J. W. Westover

Aug. 26, 1929, Amendment to Bill in Equity filed.
Amendment to Paragraph "3" to read as fol:
That by deed of Mary Westover, dated March — 1906, recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 281 Page 201 (which said record is incorporated herein by reference and made a part hereto, including the description of said real estate) the said J. W. Westover became the owner of the premises in the Borough of Westover, in said deed more fully described. The said Deed purporting to convey a fee in 9600 square feet and the one-half undivided interest in 11200 square feet the description of said real estate, being set forth in length in Plaintiff's Exhibit A hereto attached and made a part hereof.
And it will ever pray, etc., Mahaffey National Bank, per Arnold & Smith, Attys.
Now August 26, 1929 Service accepted for Bennie C Campbell and Mary E. Campbell Bell & Bell, atty for Campbells.
Now August 7, 1929 Served personally on the Defts. Bennie C. Campbell and Mary E. Campbell by handing to each three copies of within writ and making known unto each the content thereof. Now Aug. 14, 1929 served personally on J. W. Westover by handing to him three copies of within writ and making known unto him the contents thereof. So Answers,
Percy E. Smith, Shff

Oct 21. 1929 Agreement of Counsel filed.
It is agreed between Bell and Bell, Attorneys for Bennie C. Campbell and Mary E. Campbell, two of the Defts above named, and Arnold & Smith, Attorneys for Deff, that the Court shall enter the following decree, it being agreed that the facts stated in said decree are correct:-
And Now, Oct 14 1929, by the Consent of Counsel the Court enters the following decree:-
(1) That the Conveyance and deed from J. H. Westover, and Nettie Westover, his wife, to Bennie C. Campbell and Mary E. Campbell, dated August 20. 1927, recorded in Deed Book 281. Page 202. in the office of the Recorder of Deeds of Clearfield County be and is hereby set aside, cancelled and declared null and void
(2) That the real estate described and proporting to be conveyed in the deed from J. H. Westover and Nettie Westover, his wife, to Bennie C. Campbell and Mary E. Campbell as set forth in the above mentioned deed, recorded in deed Book 281, page 202. (in the office of the recorder of Deeds of Clearfield County, Penna) Consisting of a fee simple estate in approximately 9600 square feet of land in the Borough of Westover, and a one-half undivided interest in a lot containing 11,200 square feet in the said Borough of Westover, Clfd Co. Pa. and is hereby declared to be the real estate and property of J. H. Westover and that the title to the same vested in him with the same force and effect as though the said deed from J. H. Westover and Nettie Westover his wife, to Bennie C. Campbell and Mary E. Campbell, dated August 20, 1927, recorded in Deed Book 281, Page 202. (in the office of the Recorder of Deeds of Clearfield Co.) had never been made, executed or delivered.
(3) That the Conveyance from J. H. Westover and Nettie Westover, his wife to Bennie C. Campbell and Mary E. Campbell was a voluntary Conveyance on the part of J. H. Westover and Nettie Westover his wife and at the time of making said Conveyance the said J. H. Westover was insolvent, or was rendered insolvent thereby, and that said Conveyance was made without a fair Consideration
(4) That the defendants, Bennie C Campbell and Mary E. Campbell pay the Costs of this proceeding. By the Court, J. P. Chas. P.J.
Bell & Bell attys for Defts. Arnold & Smith attys for Plff.

Continued from Page 195 #1 Dec T 1928, Morris Berney vs Roberta Coal Co.

June 24.	To Raftsman's Journal -	advertising notice of sale & making posters	23.00
" "	To Clearfield Progress -	advertising sale	13.50
" "	To H J. Carroll -	making up income tax return	30.00
" "	To Court Costs		23.50
" "	To State of Penna -	capital stock tax	12.50
" "	To State of Penna -	Corporate loan tax	60.00
" "	To Liveright & Smith -	attorney fees as per Court Order	600.00
" "	To Edward T. Kelley -	Compensation as receiver	488.50
" "	To Jacob Luxenburg -	Compensation as receiver	488.50
" "	To Barlton & Barlton -	attorneys for petitioning creditors	300 00
			2230.00

Edward T. Kelley
Jacob Luxenburg.

Now Aug 5. 1929 Account Confirmed Nisi to be confirmed absolute in 4 days by Prothonotary if no exceptions be filed. By the Court. A R Chase P J.

Now Aug 10. 1929 No exceptions having been filed to this account same is confirmed absolutely. Geo R Ralston Pro.

Aug. 12. 1929 Petition for discharge filed

Now the 12 th day of Aug 1929. the foregoing petition having been presented and considered on Motion of Liveright & Smith, attys for said receivers; it is ordered and decreed as follows; That Edward T Kelly and Jacob Luxenburg be and they are hereby discharged as Receivers of the Roberta Coal Company and they and their bondsmen are relived from further obligation in connection with said receivership.

By the Court. A R. Chase P J

September Term 1929

Liveright and Smith	Trust of Stanley E. Woodward and Sarah Woodward	Aug 30. 1929 Petition for appointment of successor Trustee and Termination of Trust filed To the Hon. A. R. Chase. Pres. Judge of said Court:- The petition of I. E. Campbell Stanley E Woodward Sarah Woodward. Ella B. Woodward Mattie M. Marsden Augusta Buoy. Dalton R Woodward. Lola Woodward. Boyd R. Woodward and Harold B. Woodward respectfully shows:- That Ida E. Campbell of the City of Johnstown Pa. by deed dated the 12th day of November 1925 Conveyed to Americus H. Woodward as Trustee of Clearfield Pa. in trust for the purposes therein mentioned. two certain parcels of land located in the Township of Huston. County of Clearfield Pa. Containing Seventy eight and one tenth acres, said parcels of land being particularly described in said deed of trust which was duly recorded in the office of the Recorder of Deeds in and for Clearfield County Pa on the 12 day of Nov. A.D. 1925 in Deed Book 277. Page 36. said Deed being incorporated herein by reference That Americus H. Woodward. Trustee named in said trust. died testate on the 24 day of April A.D. 1928. and by his last Will. dated the 9th day of Feb. A.D. 1916. which was duly probated on the 1sh day of May A.D. 1928. and recorded in the Registers Office in and for Clearfield County in Will Book O. Page 216. said Will being incorporated herein by reference. Ella B. Woodward was named Executrix and sole legatee and devisee of the estate of said Americus H. Woodward. That the purpose for which the trust hereinbefore recited was created is as follows To hold the title to said properties and real Estate for the joint lives of my brother Stanley E. Woodward of the Township of Huston County of Clearfield and State of Pennsylvania and of Sarah H. Woodward his wife and the life of the survivor of them; to permit the said Stanley E. Woodward and his wife Sarah Woodward to reside upon said premises and to have and enjoy the rent. issues and profits thereof during their joint lives and the survivor of them during the life of such survivor. But neither said premises nor the rents. issues and profits thereof nor any income. usufruct, or issue thereof shall ever become liable for the debts of either said Stanley E Woodward or his wife. Sarah E Woodward known existance or that may be hereafter contracted by both or either. nor shall said premises or any of the rents. issues and profits thereof or income or usufruct derived therefrom ever be liable to attachment. levy. seizure or sale for any such debts.
	6	
	Pro By Atty 9/16/29 {2.50 " {1.00	

At the death of the said Stanley E. Woodward and his wife Sarah H. Woodward, and of the survivor of them, to sell the said real estate and after the payment of all of the expenses of last illness and funeral of the said Stanley E. Woodward and Sarah H. Woodward, including a proper Marker for their graves, then to distribute the balance realized from such sale as follows, to wit:

To Ida E. Campbell, grantor herein named, the sum of One Hundred and thirty dollars, and the remainder of the sum realized from such sale as may be then dead, as follows, to wit:

One fifth thereof to Amorvain G. Woodward of the Township of Huston, Clearfield County aforesaid one fifth thereof to Mattie M. Marsden of the City of Johnstown Pa. one fifth thereof to Americus H. Woodward of the Borough of Clearfield, Pa. one fifth thereof to Augusta A. Buoy of the City of Philadelphia Pa. and the remaining one fifth to Ida E. Campbell, grantor herein named.

That Amorvain G. Woodward, one of the persons interested in the trust hereinbefore referred to died testate on the 16 day of March, A.D. 1926, and by his last Will dated the 14th day of July A.D. 1921, which was duly probated on the 24th day of April A.D. 1926, and recorded in the Register's Office in and for Clearfield County in Will Book N. Page 338, said Will being incorporated herein by reference, Lola Woodward, Dalton R. Woodward, Boyd R. Woodward and Harold B. Woodward were the devisees and legatees under said Will and the only persons interested in said Estate. Dalton R. Woodward was appointed Executor thereof.

That said trust does not name any trustee to succeed Americus H. Woodward in the event of his death and makes no provision for the appointment or selection of a successor trustee.

That all of the parties interested in said trust have consented to the appointment of Mattie M. Marsden of 527 Thomas Avenue, Johnstown Pa. as trustee to succeed Americus H. Woodward, deceased, and have signified their desire and consent to have said Mattie M. Marsden appointed Trustee by joining in this petition.

Wherefore your petitioners pray your Honorable Court to enter a decree appointing Mattie M. Marsden successor trustee to succeed Americus H. Woodward and authorize and direct said Mattie M. Marsden, successor trustee, to reconvey said property to Ida E. Campbell so that the title to said premises will vest in her as though said trust had never been established and she had not conveyed the said premises in trust to Americus H. Woodward Ella B. Woodward, Stanley E. Woodward, Sarah Woodward, Lola M. Woodward, Dalton R. Woodward, Harold B. Woodward, Boyd R. Woodward, Mattie M. Marsden.

Decree

Now the 9th day of August A.D. 1929, the foregoing petition having been presented and considered and on motion of Liveright & Smith, Attorneys for petitioners, it is ordered and decreed as follows:

That Mattie M. Marsden be and she is hereby appointed Trustee to succeed Americus H. Woodward, deceased, and it is ordered and decreed that said Mattie M. Marsden shall convey to Ida E. Campbell of the City of Johnstown all those two certain pieces or parcels of land lying or being in the Township of Huston, County of Clearfield and State of Pennsylvania, being bounded and described as follows: one thereof being part of warrant No. 475 in the name of William Bradford, bounded and described as follows:

Beginning at a post on a hill on the North line of warrant No. 475 and the North-East corner of lot deed belonging to Amorvain Woodward, thence North 76½ degrees east to the North-east corner of the William D. Woodward Sr. farm, thence with the East line of said farm as deeded by E. D. Patterson and others to William D. Woodward, Sr. South 15 degrees East 240.0 feet to the Charlotte Brown lot, thence South 56 3/4 degrees West 248.5 feet and south 72½ degrees west 147½ feet to

Continued on Page 228.

Continued from Page 227. #6 Sept 7. 1929

the North west Corner of the Barbara Bowers lot, thence South 16 degrees East 485 feet to Centre of public road, thence along said road South 39½ degrees west 359 feet, south 47¼ degrees west 128 feet, South 65 degrees and fifty minutes west 204 feet, south 68½ degrees west 130 feet to the centre of the small stream coming down from the Mumma farm, thence up along said stream North 28 degrees west 415 feet to corner of A. G. Woodward tract, thence along up said branch North 24⅓ degrees west 217 feet, North 23½ degrees west 722 feet, North 25½ degrees west 316½ feet, North 30 degrees west 153.7 feet, North 34¼ degrees west 116½ feet, and thence as said branch may be straightened North 34¾ degrees west 218 feet and North 26½ degrees west 148 feet to to post and corner of A. G. Woodward's hill tract, thence with lines of said tract 56½ degrees East 25.6 feet to a post with pine stump and small sugar witness North 60½ degrees east 900 feet to a post and stones with two hickory witnesses, thence North 46 degrees west 879.6 feet to the place of beginning.

Excepting and Reserving, However, the right-of-way of the Buffalo & Susquehanna Railroad Company (formerly Susquehanna & Southern Railroad Company), as conveyed by deed in the line of title.

Also excepting and reserving all the coal of every kind and character in, under and upon said premises with mining rights conveyed by Wm. D. Woodward, Sr. and wife to David L. Krebs, by deed duly recorded in the Recorder's Office of Clearfield, Penna., in Deed Book 131 page 114 etc.

Also the other thereof known as the Laura Bond lot situate as aforesaid, bounded on the North by public road leading to Penfield to DuBois on the East by Johnson Christ lot, on South by Bundy's old mill race and on the west by lot of Christie and John Radebaugh. Containing about one acre. Being the same premises which were conveyed by Ida E. Campbell to Americus H. Woodward, Trustee, by deed dated the 12th day of November A.D. 1925 and recorded in the Office of the Register & Recorder in and for Clearfield County in Deed Book 277 page 36.

And the title conveyed to said Ida E. Campbell shall be in fee simple, indefeasible by any persons ascertained or unascertained or any persons and class of persons having a present or expected interest in the premises and non-prejudiced by any error in the proceedings of the Court, and it is further ordered and decreed that the Prothonotary of the Court of Common Pleas of Clearfield County shall deliver to the Register and Recorder of Clearfield a certified Copy of this decree and Petition and that the Register and Recorder of Clearfield County shall cause the same to be recorded and indexed on the indices of the record so as to give notice to persons interested in said premises. By the Court, A. R. Chase P. J.

Aug 30, 1929 Certified Copy of all proceedings deliver to Register & Recorder.

ALL PAGES

FROM

229 TO 231

ARE BLANK

AND NOT

SCANNED

December Term 1929

Liveright & Smith

Mary Josephine Stine

Sept. 14, 1929 Bill in Equity filed.
One Copy certified to Shff.

To The Honorable A. R. Chase, President Judge

Respectfully comes Mary Josephine Stine, complainant above named and says:

(1) Your orator is a resident of the Boro. of Osceola, County of Clearfield and State of Penna.

(2) Defendant, Moshannon National Bank of Philipsburg, is a banking association under the National Banking Laws of the United States, with its domicile in the Borough of Philipsburg, Pennsylvania.

(3) Defendant Dollie M Stine is a resident of the Borough of Osceola, Clearfield County, Pennsylvania.

(4) Defendant Theadore Moore, lives in the Borough of Osceola aforesaid; and by proceedings in the Orphans Court of Clearfield County, Pennsylvania, he has become and now is the lawfully appointed and acting guardian of Rosemary Stine, Betty Stine, Robert Stine and Charles Stine, minor Children of S. Blaine Stine and Kathryn Stine his wife.

(5) Complainant attained the age of 21 years on the 25th day of August, 1929.

(6) On or about April 2, 1928, Plaintiff, then a minor, became the owner of one thousand shares of the common capital stock of American Reinsurance Company, a corporation which stock was registered upon the books of said American Reinsurance Company, in her name.

(7) On or about April 16, 1928, said shares of capital stock so standing in the name of Complainant were sold for her account at the price of sum of $60.00 a share.

(8) Of the proceeds of the sale of said stock $51,330.00 were deposited on April 19, 1928, to Complainant's Credit in Moshannon National Bank, Philipsburg, Pa, a defendant herein.

(9) At the instance and suggestion of Charles B Maxwell, complainant's uncle, who is now deceased, and whose good faith complainant does not question, said entire fund so deposited plus $80.00 was drawn out of Moshannon National Bank to be invested for her in securities. For that purpose a check for $51410.00 drawn to the Order of Moshannon National Bank and purporting to be signed by complainant was used.

(10) Moshannon National Bank, with the money so belonging to complainant purchased securities of various kinds some of them to be hereinafter referred to:

Bell & Bell, Moshannon National Bank of Philipsburg, Dollie M Stine, Theodore Moore, Guardian of Rosemary Stine, Betty Stine, Robert Stine & Charles Stine, minor Children of S. Blaine Stine & Kathryne Stine

Boulton & Boulton for C B Maxwell Estate

Pro. By Atty 1/3954 2.50
Shff Smith 7.20
9-21-29 Pro .50
" 5.00
" .50
" .60
" 1.50
12-23- Pro .50
" .50
" 1.00
" 1.00
16.30

S/14-31 Jan 31 1931 Recd of Deft 1 Ck for Costs:- Atty 2.50 Shff Smith 7.20 Pro 6.60 Total Recd 16.30 Geo W Ralston Pro

and said securities were received by Moshannon National Bank in due Course after their purchase.

(11) The securities so purchased for complainant were never delivered to her, but instead of such delivery what purports to be a trust was attempted to be set up for her, in respect of part of them.

(12) Said so called trust was attempted through an instrument bearing date May 10, 1928, a true and correct copy of which is hereto attached, marked Exhibit "A" and made a part hereof. In said instrument last referred to Charles B. Maxwell purports to be settlor, and Moshannon National Bank of Philipsburg, defendant herein purports to be trustee; but complainant is informed and therefore avers that Mr. Maxwell never had actual possession of the securities mentioned in the instrument.

(13) The subject of said alleged trust is the following securities:

Bonds.

$15000.00 Fourth United States Liberty Bond, 4¼'s due 1933-38.
5000.00 Philadelphia Company 5's due 1967.
5000.00 Cambria & Indiana Railroad 4½'s due 1968
5000.00 Republic of Chile 6's due 1961.
1000.00 Clearfield Grandstand Company first 6's.

Stock

16 shares capital stock Moshannon National Bank of Philipsburg, Penna.

(14) The only persons apart from Complainant who are interested as beneficiaries in said so called trust are the persons herein named as defendants, complainant being unmarried.

Wherefore, Complainant prays:

(a) That the Court set aside, and determine the trust declared in said instrument bearing date May 10, 1928, (Exhibit "A" hereto attached) and decree said trust to be null and void.

(b) That Complainant be decreed to be the true and rightful owner of all the securities enumerated in Paragraph 14 of this Bill of Complaint.

(c) That Moshannon National Bank of Philipsburg, Penna. be ordered to deliver to complainant each and every of said securities discharged of any and all trusts.

(d) That complainant be decreed to be the true and rightful owner of the income earned by and/or accured upon said securities.

(e) That Moshannon National Bank of Philipsburg Penna. be ordered to pay to complainant all said income, discharged of any and all trusts.

(f) That the Court order and direct such other and further relief in complainants' behalf as may be just and equitable.

Sworn & Smith, Solicitors for Plaintiff.

Now September 15, 1929, service of the within Bill of Complaint. Boulton & Boulton, attys for C.B. Maxwell Estate.

Bell & Bell, attys for Moshannon National Bank.

Now Sept 16, 1929 Served personally on Dollie M. Stine by handing to her three true and attested copies of within writ and making known unto her the contents thereof. Service on the Defts Theodore Moore, Gardian of Rosemary Stine, Betty Stine, Robert Stine, & Charles Stine, minor Children of S. Blaine Stine & Katheryn Stine by handing to him three true and attested Copies of within writ & making known unto him the contents thereof. So Answers, Percy E. Smith, Shff

Cont'd from page 233, No 1 Dec T 1929, Mary Josephine Stine vs Moshannon Nat'l Bank et al

Sept 21-1929 By paper filed: Bell & Bell attys enter their appearance for Moshannon Nat'l Bank.
Oct 8. 1929 Answer and New Matter filed with service accepted Oct 8. 1929 by copy Liveright and Smith attys for Mary Josephine Stine.
Now Oct 21, 1929 it is agreed among Counsel for the respective parties that the time for filing ~~an~~ reply to answers made in the above case, if Plaintiff desires to make reply be and the same hereby is extended to a time fifteen days following disposition by the Court of a motion made by Dallie M Stine for leave to amend her Bill of Complaint in her case against Moshannon National Bank of Philipsburg, Pennsylvania et al, brought to No 2 December Term 1929. Bell & Bell attorneys for Moshannon Nat'l Bank.
Nov 2, 1929, Answer to new Matter in Answer of Moshannon National Bank of Philipsburg, Pa filed.
Nov 2, 1929 Service accepted for Moshannon National Bank
Bell & Bell attys for Moshannon Nat'l Bank.

On Jan Art List 1930

Now Dec 23-1930. Motion for leave to amend bill of Complaint with Copy of proposed amendment filed; & Dec 23-1930 Service of original accepted by copy by Bell, O'Laughlin & Silberblatt attys for Moshannon Nat'l Bank.

Now Dec 23-1930. Amendment (1 copy handed to Boultons) allowed as prayed for. By the Court A. R. Chase P. J.

Order and Decree:- Now January 14, 1931. this Cause having come on for hearing and testimony having been offered, the parties thereunto Consenting, the following decree is entered:
1. That part of the bill of Complaint and its prayers asking that the trust established by instrument of May 10. 1928. be set aside and determined is hereby dismissed.
2. That part of the bill of Complaint and its prayers asking that Complainant be decreed the true and rightful owner of all the securities enumerated in Paragraph 14 of the bill of Complaint, is hereby dismissed, without prejudice to Complainant's equitable rights or interests.
3. That part of the bill of Complaint and its prayers asking that Moshannon National Bank of Philipsburg, Penna. be ordered to deliver to Complainant each and every of such securities, discharged of any and all trusts, is hereby dismissed.
4. That part of the trust instrument of May 10. 1928. requiring the income and profits of the trust fund to accumulate for a period of 10 years from that date be, and the same hereby is set aside, ended and determined.
5. The income so accumulated to the date hereof is $4753.76 (net of Commissions). It is ordered, adjudged and decreed that said sum in the form of $3253.76 and $1500.00 in bonds and attached Coupons be paid by the trustee, the Moshannon National Bank of Philipsburg, Penna, to the Complainant, less record costs and attorney's fee of $75.00
6. It is ordered, adjudged and decreed that the income of the trust be paid by Moshannon National Bank of Philipsburg, Penna. Trustee, to Mary Josephine Stine, quarterly, during the remainder of the trust period, that is to May 10, 1938, if she shall so long live; and if she shall die within said period, it is ordered and directed that such income be paid and distributed in accordance with the requirements in that respect of the provisions of the trust instrument of May 10. 1928, upon the happening of such event.
7. The form of settlement as to the principal of the trust fund, set forth in Plaintiffs Exibit "A" is hereby approved. By the Court A. R. Chase P. J.

Jan 19, 1931 Testimony filed

December Term 1929

Liveright & Smith	Dollie M. Stine	Sept. 14, 1929 Bill in Equity filed, 2 Copies Cert. to Sheff.
		To The Honorable A. R. Chase President Judge:
Sept. 14	2	Respectfully comes Dollie M. Stine, complainant above named and says:
Bell & Bell	Moshannon National Bank of Philipsburg, Pa	(1) Your orator is a resident of the Borough of Osceola, County of Clearfield and State of Pennsylvania.
	Mary Josephine Stine	(2) Defendant Moshannon National Bank of Philipsburg is a banking association under the National banking laws of the United States, with its domicile in the Borough of Philipsburg, Penna.
See Page 239 for substitution of Defts and additional	Theodore Moore, Guardian of Rosemary Stine Betty Stine Robert Stine and Charles Stine, minor children of S. Blaine Stine and Kathryn Stine	(3) Defendant Mary Josephine Stine is a resident of the Borough of Osceola Mills, Pa.
		(4) Defendant Theodore Moore, lives in the Borough of Osceola, aforesaid; and by proceedings in the Orphan's Court of Clearfield County, Penna., he has become and now is the lawfully appointed and acting guardian of Rosemary Stine, Betty Stine, Robert Stine and Charles Stine, minor Children of S. Blaine Stine, and Kathryn Stine, his wife.
Boulton v Boulton Appearance withdrawn See Order Book	Theodore C. Jackson & W. R. Gallagher, Admins of the Estate of Charles B. Maxwell, deceased	(5) Defendants Theo. C. Jackson and W. R. Gallagher, are administrators of the Estate of Charles B. Maxwell, late of Morris Township, Clearfield County, Penna. who died on the 14th day of September, 1928, intestate.
	Pro By atty C/7/3853 2.50	(6) The Plaintiff was a niece of
	Pro .50	Charles B. Maxwell, who had married her
	Sheff Smith 7.20	aunt, Dollie Stine Maxwell: and Plaintiff
9-21-29	Pro .50	was a member of the household of her
	" .50	Aunt and Uncle at Morrisdale, Clearfield
	" .50	County, Penna., from time to time and
	" .50	spent much of her life with them.
	" .50	(7) Plaintiff is twenty-three years
	" .60	old.
	" 1.50	
	" .50	
taxed by order of court	Attys fees of Trustee Deft C/5853 200.00	(8) On or about April 2, 1928, the
	Pro .50	Plaintiff became the owner of one thousand
	" 1.50	shares of the common capital stock of
	" .50	American Reinsurance Company, a corporation,
	" .50	by gift from said Charles B. Maxwell.
	" 1.00	(9) Said stock was registered in
	220.30	her name.
		(10) Both before the gift and
July 24 1930 Rec of Karl L Hamilton Trust Offer. Ck for Costs, Atty Entry 2.50. Sheff Smith 7.20 Pro. 10.60 Atty fee for Trustee Deft 200.00 Total Recd $220.30		afterwards, Plaintiff and Mr. Maxwell contemplated and discussed a trust to be created for Plaintiff with the proceeds of the sale due of said stock in American Reinsurance Company, a sale of all the capital stock of that Corporation being under Consideration at April 2, 1928.
	Geo W. Ralston Pro	(11) The terms of the trust were
Pro. Certe copy of Order By Pltff 9-12-30	2.00	discussed between Plaintiff and Mr. Maxwell
" " " " " " 9-12-30	1.00	and they agreed upon the following
" 10/31/34	.50	as the principal features thereof:

(a) That the income derivable from the principal of the trust should accumulate for a period of approximately ten years should both the settler and plaintiff live that long;
(b) That if the settler should die prior to the end of the ten years the income should be paid to plaintiff during the remainder of such proposed accumulation period in monthly installments;
(c) That in any event the income derived from the trust fund should begin to be paid to plaintiff at the end of ten years should she then be living;
(d) That when plaintiff attained the age of forty years a substantial part of the principal should be paid to her;
(e) That when plaintiff attained the age of fifty years further payments to her from the corpus of the trust fund should start.

12. Her said American Reinsurance Company stock was sold by Plaintiff on or about the 16th day of April, 1928, and the proceeds thereof were placed to her credit in Moshannon National Bank, of Philipsburg, Penna. on or about April 19, 1928.

13. On or about April 25, 1928, plaintiff caused checks to be drawn against said deposit, drawn to the order of H. B. Scott and Moshannon National Bank, agents and representatives of Charles B. Maxwell. The amount thereof was $51,330.00, and the purpose thereof was to purchase securities to be placed in trust for Plaintiff pursuant to the plan outlined in paragraph 11 hereof.

14. Such securities were bought by the representatives of Charles B. Maxwell, consisting of the following:

$10,000.00 Fourth Liberty U. S. Bonds 4¼% due 1933-38
5000.00 Kingdom of Belgium External 6s due 1955
5000.00 Standard Oil of N. J. 4½s due 1951.
5000.00 Government of Argentine External 6s due 1960 (State Ry
5000.00 Sinclair Crude Oil Purchasing Co. 5½s due 1938.
5000.00 Mayflower Hotel 1st. 6s of 1948.
5000.00 Penn Central Light & Power Company 4½s of 1977.
5000.00 Kingdom of Denmark External 5½s of 1955.
5000.00 20 shs. Moshannon National Bank of Philipsburg valued at 250. per share.

15. On May 10, 1928, Charles B. Maxwell set up a trust of the securities just enumerated. Said trust was established by an instrument which named Moshannon National Bank of Philipsburg, Trustee. A true copy of it is hereto attached as exhibit "A" and made a part hereof.

16. The plaintiff did not see said trust agreement either before it was signed or thereafter, prior to the death of Charles B. Maxwell.

Wherefore plaintiff being injured of equitable relief prays the Court as follows:

(a) To reform said trust agreement of May 10, 1928, modifying the second article thereof to conform to the plan under which the trust was created, as outlined in this bill in equity.

(b) To order and direct Moshannon National Bank of Philipsburg, Penna. Trustee, to pay to Plaintiff all income

Continued to page 238

No 9 Dec 1 1929

earned and/or accured on the corpus of the trust since Sept. 14, 1928.
(c) To order and direct Moshannon National Bank of Philipsburg, Pa., Trustee to pay to plaintiff the income of said trust fund hereafter derived, pursuant to the trust agreement of May 10, 1928 as reformed.
(d) Such other and further relief in plaintiffs behalf as may be just, equitable and adequate.
Liveright & Smith, Solicitor for Plaintiff,

Now September 16, 1929 service of the within bill of Complaint accepted. Boulton & Boulton, attys for C. B. Maxwell Estate.
Bell & Bell, attys for Moshannon National Bank

Sept 19-1929, By paper filed; Boulton & Boulton attys enter their appearance for Theodore C. Jackson & W. R. Gallagher admrs of Estate of Charles B. Maxwell Decd,

Now Sept 16, 1929, Served personally on Mary Josephine Stine by handing to her three true and attested copies of within writ and making known unto her the contents thereof. Served personally on the deft. Theodore Moore, Gardian of Rosemary Stine, Betty Stine, Robert Stine, & Charles Stine minor Children of S. Blaine Stine & Kathryn Stine by handing to him three true and attested copies of the within writ and making known unto him the contents thereof. So Answers,
Percy E. Smith, Shff.

Sept 21-29 By paper filed; Bell & Bell attys enter their Appearance for Moshannon National Bank of Philipsburg Pa,
Oct 8. 1929 Answer and New Matter filed with service accepted by copy Liveright and Smith attys for Dolly M. Stine.
Oct 9. 1929 Answer of Theodore C. Jackson et al Administrators filed
Now Oct 9. 1929 service of the within answer of Theodore C. Jackson et al Administrators accepted for Dolly M. Stine Liveright & Smith attys for Dolly M. Stine

Oct 21, 1929 by agreement of Counsel the time for filing a reply to the answers made in the above case, if plaintiff desires to make such reply deposition by the is extended for fifteen days following leave to amend Court of the motion by plaintiff for her Bill of Complaint.
Boulton & Boulton, attys for Admrs C. B. Maxwell Bell & Bell atty for Moshannon Natl Bank.
Oct 22. 1929 Motion for leave to amend Bill of Complaint filed
Now Oct 22. 1929 leave granted to amend as prayed for
By the Court. A. R. Chase P.J.
Now Oct 22. 1929 service accepted by copy Bell & Bell attys for Moshannon Natl Bank and Boulton atty Boulton atty for Administrators of C B Maxwell
Oct 28. 1929 Reply to New Matter in answer of Moshannon National Bank of Philipsburg, Penna filed with service accepted by copy Oct 28. 1929 Bell and Bell, atty for Moshannon Natl Bank
Nov. 21. 1929 Petition to withdraw appearance and answer to Bill in Equity filed
Now Nov 21. 1929 upon Motion of Boulton & Boulton attys for Theodore C. Jackson and W. R. Gallagher Administrators of Charles B. Maxwell deceased, leave is granted for the withdrawal of the answer to the Bill in Equity filed on the part of Theodore C. Jackson and W. R. Gallagher Administrators of Charles B. Maxwell deceased, in this case, and for the withdrawal of the appearance entered for the same defendants. By the Court
A. R. Chase. P.J.
On Jan 9th 1930

Contd to next Page

No. 2 Dec T. 1929 Dollie M. Stine vs Moshannon Natl Bank et al

July 3 1930. Pet for substitution and addition of partes & etc and Order of Court filed.

July 3, 1930 the foregoing petetion for leave to amend bill in Equity presented and considered and thereupon it is ordered that Harry Moore, guardian of Rosemary Stine, Betty Stine, Robert Stine and Charles Stine, minor children of S. Blaine Stine and Kathryn Stine, be substituted as a Deft in the place and stead of Theodore Moore deceased, who was guardian of the same minors.

It is further ordered that Harry Moore, Gdn of Barbara Stine, be added as a party Deft to the cause.

It is further ordered that paragraph (21) of the plaintiffs bill be completed by insertion of the figures $6002.09

By the Court A. R. Chase. P. J.

Decree of Court:- Now July 5 1930 the above case came on to be heard and before conclusion of the testimony the plaintiff in compromise of her claims offered that if the trust agreement was reformed as prayed for in her bill so as to make payable to her the income of the trust estate from May 10 1928, she would by insurance upon her life payable to the Deft trustee, the annual premiums of which insurances should be a charge upon and deduction from the income of the trust estate throughout her life or until the paid up values thereof equal the amount necessary for reimbursement of the trust estate, secure reimbursement of the trust estate for the amount of payments with compound interest thereon at 4¼% per cent per annum to May 10, 1938, to be made her under the trust agreement as reformed for the period from May 10, 1928, to May 10, 1938.

Thereupon, by consent of all parties on the record the following decree is entered:-

1. The Trustee shall pay the income of the trust fund to Dollie M. Stine from its inception on May 10 1928, to the effective date of this decree, and thereafter until May 10, 1938, shall pay said income to Dollie M. Stine in quarterly yearly installments beginning Oct 1, 1930, and thereafter shall pay said income to Dollie M. Stine at stated monthly intervals.

2. Before any payments are made to Dollie M. Stine under the trust agreement, as reformed, the said Dollie M. Stine shall cause to be issued by Provident Mutual Life Insurance Company of Philadelphia an insurance policy upon her life payable at her death to the Moshannon National Bank, as trustee, or its successors in the trust in the sum of fifteen thousand ($15,000) Dollars to reimburse the trust estate for the payments, with compound interest thereon to May 10 1938, at four and one fourth per cent per annum to be made to Dollie M. Stine prior to May 10, 1934; and before any payments are made to Dollie M. Stine for the period between May 10, 1934 and May 10, 1938, a like policy of insurance in the sum of $15,000 shall be caused by the said Dollie M. Stine to be issued payable as aforesaid, to reimburse the trust estate for payments with compound interest thereon to May 10, 1938, at 4¼% per annum, to be made to Dollie M. Stine for the period between May 10, 1934, and May 10, 1938, and the annual premiums upon said policies of insurance shall be paid by the trustee from out of accrued and annual income of said trust estate throughout the life of said Dollie M. Stine or until the paid up insurance values of said policies of insurance equal the amount necessary for the reimbursement as aforesaid, of the trust estate.

Contd on Page 295

December Term 1929

Reutz & Reutz

Anna B. Burns in her own right Anna B. Burns, Executrix of the estate of Leonard Burns, deceased

Sept. 16 3

Boulton & Boulton, Liveright & Smith

William M. Burns

9/ Pro 9-19-29 By Atty 5/395 2.50
Pro .50
" .50
" .50
" 1.50
" 1.50
" .50
1-5.31 " 1.50
" " " 1.50
" 1.00
12.60

S. 5-31
1-5-31

Jan 17 1931 Recd of Boulton & Boulton Atty Costs: Atty 2.50 Pro 10.00 Total Recd 12.60
Geo W Ralston Pro

Sept. 16, 1929 Bill filed. 3 Copies Cert. to Sheff

To the Honorable Judge of the above named Court:

Anna B. Burns, your orator above named, complaining says:

First: Your orator was married to Leonard Burns on the 22nd. day of July 1924, and since that date has lived and cohabited with him as his wife until the day of his death the 2nd. day of August 1929, when the said Leonard Burns died testate in the Borough of Houtzdale, Clearfield County, Pa., and his will was duly proven the 9th day of August, 1929 and duly recorded in the office of the Recorder of Wills in the County of Clearfield, Pa., in Will Book O., page 460, which said will as duly recorded is herein referred to and made a part of this Bill. The said will giving, devising and bequeathing to Anna B. Burns your orator, all of the property of whatsoever kind or whatsoever situate belonging to Leonard Burns, and appointing her Executrix of the estate of the said Leonard Burns.

Second: That Leonard Burns, late of Clearfield Borough, Clearfield County, Pa., was one of the heirs of the late Catherine Burns, who died intestate on the 7th day of September 1918, at her home in the Borough of Houtzdale, County of Clearfield and State of Pennsylvania. and left to survive her Leonard Burns, deceased, William M. Burns, Howard Burns and two grandchildren, the Children of a deceased Son. That the estate of the said Catherine Burns, deceased, was administered by Wm. M. Burns, the defendant herein named.

Third: That subsequent to the death of the said Catherine Burns aforesaid William M. Burns, the defendant, obtained from Leonard Burns, a certain deed of trust on the 14th day of October, 1918, which said deed of trust was recorded at Clearfield, Pa., in deed book Vol. 230 page 147 and a true and correct copy thereof is hereto attached and made a part hereof, and marked Exhibit "A", and in pursuance of said deed of trust, the said William M. Burns proceeded to take all of the real estate, personal property, goods, chattels and credits and choses in action of every kind and character or description belonging to the said Leonard Burns, and proceeded to hold and did thereafter hold all of the property of whatsoever kind or character belonging to Leonard Burns under the said deed of trust, and has the said property, goods, monies and other belongings and possessions as trustee at the present

time and has had the same since the execution of said deed of trust: your orator had no notice or knowledge of this deed of trust until after her marriage to Leonard Burns, deceased.

Fourth: after the execution of said deed of trust, on or about the 15th day of December, 1919, the said William M. Burns, as trustee for Leonard Burns, conveyed to himself, William M. Burns, as an individual the undivided one-fourth interest of the said Leonard Burns in and to the property of Catherine Burns, situate in the Borough of Houtzdale Clearfield County, Pennsylvania, by deed dated December 15, 1919, and recorded at Clearfield, Pa., in deed book 240, page 200, which said deed, insofar as it may be material for the purposes of this Bill in Equity, is herein referred to and made a part hereof, the said deed showing on its face that William M. Burns as trustee of Leonard Burns, conveyed the interest of the said Leonard Burns in the said real estate, to William M. Burns as an individual, without any record of any order of Court or other proceeding enabling him or authorizing him, as trustee, to convey to himself the interest of his beneficiary, Leonard Burns.

Fifth: Further, that on or about the 2nd day of October 1925. the said William M. Burns, as Trustee for Leonard Burns took and received a deed under date of September 30, 1925, which said deed is recorded in Deed Book Vol. 275, page 445 Conveying to the said William M. Burns as Trustee for Leonard Burns, a certain lot in the Borough of Clearfield Clearfield Co., Pa. having erected thereon a brick dwelling house, for which the said William M Burns, as Trustee, paid the price or sum of $10,000.00 and in which house your orator and her husband, Leonard Burns, resided after the purchase thereof. Your orator is informed and believes and expects to be able to prove, that the said dwelling house and lot were purchased with funds from the property, goods, monies, etc, in the hands of the said William M. Burns, as Trustee, belonging to Leonard Burns.

Sixth: That the said William M. Burns, as Trustee of said estate established or set up under said deed of trust on the 14th day of October, 1918, has made or furnished the said Leonard Burns but three accounts of his said trust, and the management and handling of said trust funds, which said accounts are as follows:

(a) The first account thereof was made the first day of November, 1923 and accounted for the said trust up to and including the 9th day of October, 1922 and was filed in the Court of Common Pleas of the County of Clearfield to No. 186 1/2 December Term 1923, although there was no legal proceeding setting up the said trust, or any other action or proceeding at law held thereunder, the said deed of Trust set forth in "Exhibit A" hereof, being a voluntary agreement or trust entered into between the said Leonard Burns and the said William M. Burns as Trustee.

(b) a second and partial account to said trust was subsequently filed on the 19th day of January, 1928, to the aforesaid same proceedings to wit: 186 1/2 December Term, 1923 and a notice of the filing thereof was advertised for reasons or purposes unknown to your orator.

(c) a Third and final account, made at Houtzdale, Pa. Dec. 19, 1928, was furnished and given Leonard Burns during his lifetime, and to

Continued to Page 242

December Term 1929

Continued from Page 241.

your orator, during the month of May, 1929.

Seventh: That all of said accounts purported to be complete, correct and true accounts of the handling of the trust on the part of the said William M. Burns as Trustee, although nothing was furnished your orator, or her deceased husband other than the copies of said accounts. The first two, as herein referred to, were obtained by your orator from the records of the Court of Common Pleas of Clearfield County, no copies thereof being given to your orator, nor to her husband Leonard Burns, so far as your orator has been able to ascertain.

Eighth: That the said accounts filed, show differences between the amounts held in trust by the said William M. Burns the first thereof showing cash and monies invested to the amount of $128392.62; the second thereof shows, as near as your orator can ascertain from the said account, approximately, cash and monies invested, $101806.36; and the third account thereof shows, as near as your orator can ascertain, approximately $116000.00 cash and monies invested in the hands of the said Trustee, William M. Burns, the defendant herein.

Wherefore, your Orator, having shown to your Honorable Court all the aforesaid facts respectfully pray the Honorable Court to grant her such equitable relief as she may be entitled to, and respectfully pray your Honorable Court to further order as follows:

1. That the said William M. Burns be directed to account in full to your orator for all of the property, goods, monies, choses in action of every kind, character and description, held, owned and possessed by him as Trustee for the benefit of the said Leonard Burns, deceased, under the said trust.

2. That the said William M. Burns be directed to turn over to your orator, or her properly designated employee, or agents all books, papers, vouchers, checks, receipts, and all evidences of every kind, character and description concerned in the management of the said trust property that are held by the said William M. Burns as Trustee under the said trust deed dated October 14, 1918, so that the said Anna B. Burns, plaintiff in this said proceeding in equity, may have the same audited in order to make proper and sufficient Claim for the entire amount of said trust estate in the hands of the said William M. Burns.

3. That the said William M. Burns be ordered and directed to turn over to the said Anna B. Burns all of the property, goods, monies, securities, choses in action, chattles of every kind, character and description in his hands or possessions or under his direction and control belonging to the said Leonard Burns deceased, and devised and bequeathed to the said Anna B. Burns by will of the said Leonard Burns, together with interest, income income and increases thereof that may properly and legally have accrued, or should have accured from the said property funds, monies, securities, etc.

4. That the said William M. Burns be ordered and directed to account fully and completely for the Burns Brothers Coal Co. partnership, the interest of Leonard Burns therein, and to furnish to your orator all the books of account, papers, vouchers, and all evidences of the business thereof, to such agents or representatives as your orator may select for a complete

audit of the said Burns Brothers Coal Co., for the purpose of ascertaining the value of the interest of Leonard Burns therein, and the true and correct amount of monies due the estate of the said Leonard Burns.

5. That the said William M Burns, defendant be further directed and ordered to fully and completely account for the interest of Leonard Burns and how much there was spent for the purchase of the J. B. Chelaw, guardian, interest in the Grampian Store building mine and joint property and that all books of account, papers and records thereon be directed to be turned over to your orator or her proper representatives and agents, for auditing and ascertainment of the entire value thereof and the portion thereof belonging to the said Leonard Burns and all facts in connection therewith.

6. That the said William M Burns be compelled to reconvey and account for the interest of the said Leonard Burns in the property conveyed by the said William M. Burns, the Trustee, to himself as individual, situate in the Borough of Hautzdale, Clearfield Co., Pa.

7. That the said William M. Burns be directed and compelled to convey to your orator the property purchased by him as Trustee, situate in the Borough of Clearfield, Clearfield Co. Pa., so that title thereto shall vest in your orator free and clear of all encumbrances, in accordance with the terms of the will of the said Leonard Burns.

8. That the said Trust deed dated October 14, 1918 and recorded at Clearfield, Pa. in the office for the recording of Deeds in Deed Book Vol 230, page 147, be cancelled, revoked and delivered over to your orator in accordance with the revocation made by the said Leonard Burns during his lifetime and that said order of revocation be duly recorded in the office for the recording of deeds and mortgages for the County of Clearfield.

9 Such further and other equitable relief as your orator may be entitled to.

Pentz & Pentz, Solicitors for Plff.

Sept 16, 1929 By paper filed, Boulton & Boulton, and Liveright & Smith, enter their appearance for deft. William M. Burns.

Sept 23, 1929 Answer in the Nature of Preliminary Objections to the Bill in Equity filed.

Now, Sept 24, 1929 Service of Answer in the Nature of Preliminary objections to bill in Equity in the above action accepted by us by Copy. Pentz & Pentz Attorneys for Plaintiff

Nov 7. 1929 Supplemental Bill of Complaint filed Nov 8. 1929 Service hereof accepted by Boulton and Boulton and Liveright & Smith attorneys for Deft,

Nov 21. 1929 Answer in the Nature of Preliminary Objections to Bill in Equity and to Supplemental Bill filed by Boulton & Boulton Liveright & Smith attys

Now Nov 22 1929 Answer in the Nature of Preliminary Objections to Bill in Equity and to Supplemental Bill served on us by copy Pentz & Pentz atty for Deft

Dec 5. 1929 Order to place preliminary objections on Argument List

Now Dec 6. 1929 directed to be placed on argument List as per request By the Court A R Chase P.J.

June 25, 1930 motion for leave to take depositions filed

Order of Court:- Now 25th day of June, 1930 on Motion of Boulton & Boulton & Liveright & Smith, Deft attorneys, the Court grants a Rule to take depositions of an infirm and aged Witness on behalf of the defendant before any notary public or Commissioner in Jefferson County, Pa on forty eight hours notice to plaintiff, or her attorney or attorneys. By the Court A R Chase P.J.

June 25. 1930 Rule Issued to Boulton & Boulton & Liveright & Smith attys for Deft

Contd on Page 318

December Term 1929

Carl A Belin	Charles Diviney		Sept 16, 1929 Bill filed
			Bill for account aginst partner.
			Charles Diviney of the County & State
Sept 16	4		aforesaid brings this bill aguist Harry Bowersox
			and thereunto the Plaintiff complains:
			First: That the Plaintiff, Charles
Arnold and Smith	Harry Bowersox		Diviney is a resident of Wanburne, Penna.
			and is engaged as a carpenter.
			Second: That the Defendant Harry Bowersox
			is a resident of Wmburne, Clearfield County, Pa
	Pro. By Plff	2.50	and is engaged in mining Coal.
	"	.50	Third: That on or about the 14th day
	"	.50	of November 1927, the Plaintiff and defendant
	"	1.50 60	entered into a parole agreement of partnership
	"	.50	whereby they were to associate themselves
			for the design and purpose of leasing
			certain Coal lands and mining and selling
			said Coal and all incidents thereto. Said
			business to be Conducted in Wanburne
			Clearfield County, Penna. and the profits
			derived from said partnership was to be
			divided equally between them.
			Fourth: That on or about the
			14th day of November, 1927 the Plaintiff and
			defendant leased from A. J. Peterson and
			W. D. Hoover certain Coal lands situate
			in the town of Wanburne Co. of Clf'd, Pa.
			Fifth: That on or about the
			14th day of November 1927, the business of
			said partnership was commenced and a
			drift was put in said Coal lands and
			timber for the drift was bought and
			paid for and rails bought and Coal was
			produced and sold by said partners
			Sixth: The Coal mine was worked
			by said partners up to the first day of May
			1928, after this time it was agreed between
			the partners, due to the Coal business
			being poor and no demand for Coal that
			the Coal mine was to be shut down till
			fall With this understanding the Plantiff
			left Wanburne to find work after two
			months he returned to Wmburne and
			found that the defendant had torn out
			the old drift and rails and started to
			put in a new drift in the same Coal
			land and proceeded from that time up
			to the 20th day of March 1929, to mine
			and sell Coal from said mine.
			Seventh: The said lease between
			the partners was to run three years
			and at no time did Charles Diviney intend
			to withdraw from said partnership
			and the only reason why the Coal mine
			was not worked at that time was

due to the slack coal business and lack of demand for coal.

Eighth: Harry Bowersox, the defendant, has at all times kept the books, deposited the money paid the bills and in fact took care of all the business of the partnership.

Ninth: No settlement of the copartnership account has been made between your orator and the said defendant and although he has been repeatedly requested to render an account he has refused to do so.

Wherefore he prays:

First: That said defendant may answer the premises.

Second: That the said copartnership may be declared void.

Third: That an account may be taken of all and every the said copartnership dealings and transactions from the time of the commencement thereof; and also an account of the moneys received and paid by your orator and the said defendant in regard thereto. And that the said defendant may be decreed to pay to your orator what, if anything shall, upon the taking of said accounts, appear to be due to him; your orator being ready and willing, and hereby offering to pay to the said defendant, what, if anything shall, upon the taking of the said accounts, appear to be due to him, from your orator.

Fourth: That in the meantime the said defendant may be restrained by the order and injunction of this Honorable Court, from collecting or receiving the partnership debts or other moneys.

Fifth: General relief. Chas. Diviney.

Sept. 17, 1929. Service hereof accepted.
Arnold & Smith, per W.W.S.

Oct 21. 1929 Answer to Plaintiffs bill filed with service accepted on within pleading and waive issuance of same Carl A Belin Atty for Plff

Nov. 5, 1929 Plaintiff's Reply to the answer of Plaintiff Bill in Equity filed.

Nov. 5, 1929, Service accepted hereof. Arnold & Smith, atty for Deft,

Jan 15. 1930 Motion overruled, exception noted. It is ordered and directed that an accounting be had and W. Albert Ramey Esq. is appointed Master to hear the testimony, state an account and Report to the Court. By the Court. A. R. Chase. P.J.

December Term 1929

Pentz & Pentz — Lucy Askenfelter

Sept 26 — 5

L. D. McCall de bene esse — Norman C. Askenfelter

Pro. 2.50
Shff 10.00
Pro 50
" 5.0
60
1.50
" 1.00
16.60

S/ & V 3°

Mar 24. 1930 Recd of L D McCael Atty Costs Shff Smith 10 00 Pro. 6.60 Geo H Ralston Cr

Sept 26, 1929 Bill in Equity filed.
3 Copies Cert. to Shff

To the Honorable Court:

Your Oratrix Complaining says:

First: Elejah Askenfelter, late of Brady Township, Clearfield County, died testate on the 9th day of November 1915, leaving to survive him, your Oratrix as his widow, and three children to wit: Norman C. Askenfelter, the above named defendant, Carrie Murphy, and Annie Hermick and in said will appointed your Oratrix and the said Norman C. Askenfelter as his executors, which said will is recorded in the Office of the Clerk of the Orphan's Court of Clearfield County in will Book — Page —

Second: By the terms of said will, the said Norman C. Askenfelter, defendant, received a farm situate in Brady Township, Clearfield County Penna as described in the second paragraph of said will, and as a charge thereon the said Norman C. Askenfelter, was to pay to his mother, Lucy Askenfelter the Plaintiff in this Bill, one-fourth of the proceeds of said farm, the grain, hay, fruit, vegetables, etc annually. By virtue of the fourth paragraph of said will, another farm known as the Clayton farm belonged to the estate of said testator and which was to be sold under the fifth paragraph of said will and after the Conversion thereof, the money was to be divided, one third of the proceeds was to go to your oratrix and the balance to be divided amongst the Children named in said will.

Third: The said Clayton farm was subsequently disposed of and sold to D. A. Hogan for the sum of $4500.00 for which purchase money a mortgage was taken for the sum of $3500.00 which mortgage bore interest from the date of sale about 1919 up until the time of the payment thereof and said mortgage was duly recorded in the office for the recording of deeds and mortgages for the County of Clearfield in Mortgage Book — Page —, and all of the purchase money on said farm and all interest paid on said mortgage were paid to the said defendant.

Fourth: Your oratrix, being a woman of considerable age, to wit: now past eighty-five years left the management and operation of said estate in the hands of the said defendant and the said defendant received whatever monies were to be received, in both rents and royalties of the coal under the Clayton farm as well as the purchase money therefrom

Fifth: Although the said defendant has had in his possession the said sum of $1500.00 for a long time, he has refused and neglected to pay over to your oratrix the said sum or any interest thereon and although your

oratrix has demanded of said defendant the payment of said monies, he still refuses and neglects to pay the same to your oratrix.

Sixth: At the time of the death of the testator, to wit: In November 1915, the said defendant was in possession of the farm described in the second paragraph of this Bill and has continued in possession thereof up to the present time, although your oratrix has demanded of said defendant, the account for said further share of the proceeds of said farm, as provided for in said will, yet the defendant has failed, neglected and refused to make any accounting to her of what he share of earnings on said farm were.

Seventh: The said farm has been entirely under the control and operation of the said defendant and your oratrix does not have in her possession any papers, accounts or anything pertaining to the amount of grain, hay, fruit, or vegetables produced on said farm from 1915 to the present time.

Eighth: your oratrix is informed and believes that the said defendant is about to sell and dispose of his personal property, consisting of live stock, farm machinery, grain, hay and other products raised thereon, for the purpose of removing from the State of Pennsylvania and the said defendant is trying to sell and convey or lease and let the said farm to other persons, without accounting to, or in any manner paying or satisfying the claims of your oratrix in said property, as well as the said sum of $1500.00 in his possession and which has been in his possession for some time.

Your Oratrix therefore prays your Honorable Court for relief as follows:

1. That the said defendant, Norman C. Ashenfelter be restrained from alienating, selling, disposing of, renting, or encumbering of said farm or any farm or mained until your oratrix receives the full amount due her from the said defendant.

2. That notice of this application be spread upon the records of the Orphan's Court of the County of Clearfield in the Will Book where said will is duly recorded, to give notice of the relief prayed for in this Bill.

3. That the said defendant be Compelled to account to the Plaintiff, for one-fourth of the crops raised from said farm from the year 1915 down to and including the year 1929 and to compel the said defendant to pay over to her said monies.

4. That the said defendant be Compelled to pay the costs of this suit.

5. Such further and other equitable relief to which the plaintiff may be entitled. Lucy A. Ashenfelter.

Now Oct. 4, 1929 Served personally on Norman C. Ashenfelter by handing to him three Copies of within writ & making known unto him the contents thereof. So Answers Percy E. Smith, Shff

Oct 10. 1929 By paper filed L D McCall atty enters his appearance for Norman C. Ashenfelter Deft de bene esse, with notice that all papers in the above Cause may be served upon the undersigned Counsel for Deft at his office at Rooms Nos. 302-304 Deposit Natl Bank Bldg. Du Bois Pa L D McCall atty de bene esse for Deft

Oct 24. 1929 Answer raising preliminary objections to rule filed with service accepted Oct 23. 1929 by Copy Pentz & Pentz attys for Defts

Now Mar 24. 1930 the above named parties by their attys Pentz & Pentz attys for Lucy Ashenfelter & L D McCall atty for Norman C. Ashenfelter showing that an amicable settlement of the above stated case has been effected, do hereby order said cause settled & discontinued of record Pentz & Pentz attys for Lucy Ashenfelter, L D McCall atty for Norman Ashenfelter

December Term. 1929

L.D. McCall

Penfield Coal and Coke Company by its Receiver. L.H. Smith Complainant.

Nov. 29

6

George Mimms
W.E. Tobias
J.C. Gatehouse
County Commissioners of Clearfield County. and Clearfield County Defendants

Pro. 2.50
Pro .50
Pro .50
.60
" 1.50
" .50
6.10

Jan. 27-1930 Received check from Plff. atty $6.10 Costs.
Geo. H. Ralston Co.

Nov. 29, 1929 Bill in Equity filed.
Three copies certified to atty.

To the Honorable A.K. Chase, President and Sole Judge of the above named Court:

Your Orator complains and says:

First: First that the Penfield Coal & Coke Company is a corporation existing by virtue of and under the laws of the Commonwealth of Pennsylvania, and has its principal place of business in Penfield, Huston Township Clearfield County, Penna.

Second: That on the 18th day of June, A.D. 1926 a bill in equity was filed in the District Court of the United States for the Western District of Pennsylvania to No. 1636 wherein the Empire National Bank of Clarksburg, West Virginia was complainant and the Penfield Coal & Coke Company was defendant and in pursuance thereof on the said 18th day of June A.D. 1926, L.H. Smith was appointed receiver of the said Penfield Coal & Coke Company and of all of its properties, real, personal and miped of whatsoever kind, nature and description including lands, mines, mining plants, buildings, premises and appurtenances owned, controlled, or demised unto the Penfield Coal & Coke Company, and among other things, all chases or things in action, credits, securities, deeds, leases, contracts and other muniments of title, accounts, and bills receivable accured or to accure, and it was further ordered that the said Receiver was authorized and directed forthwith to take and have complete and exclusive control, possession and custody of all the properties and assets of the Penfield Coal & Coke Company of every nature and description whatsoever, wherever situate or found, and to preserve, conserve and care for such property, etc.

Third: That immediately upon the appointment of the said L.H. Smith as such receiver, he entered upon his duties, as therein set forth, filed bond & qualified, and said appointment has since been duly confirmed by the said District Court of the United States for the Western District of Pennsylvania.

Fourth: That at the time of the execution and delivery of the Deeds hereinafter mentioned, the Penfield Coal & Coke Company was and had been the owner of the lands therein attempted to be described since the 25th day of February A.D. 1920.

Fifth: That the lands attempted to be described in the Deeds hereinafter mentioned were assessed by the proper officers of Clearfield County of the Township of Huston

and of the Township of Sandy in said Clearfield County, as unseated lands and were sold on account of the non-payment of taxes for the years 1922-1923 remaining unpaid on the 14th day of July A.D. 1924 by the Treasurer of Clearfield County to the County Commissioners of Clearfield County and their assigns, and later conveyed, by deeds dated the 19th day of August, A.D. 1924, which were duly acknowledged by the Treasurer of Clearfield County at a session of the Court of Common Pleas of Clearfield County, to the County Commissioners of Clearfield County.

Fifth: That on the 9th day of July A.D. 1926, the Penfield Coal & Coke Company, by and through its receiver L. W. Smith, paid to the County Commissioners, J. E. Dale, T. E. Weimer, and Blake W. McCracken (of Clearfield County), all amounts due to Clearfield County and the School District of the Township of Huston and the Road District of the Township of Huston, and the School District of the Township of Sandy and the Road District of the Township of Sandy and fully redeemed said lands so sold and bought by the County Commissioners on account of the non-payment of taxes, as set forth in Paragraph Five immediately above.

Seventh: On the 9th day of July A.D. 1926, in pursuance of the payments made by the Penfield Coal & Coke Company by and through its receiver L. W. Smith, and to comply with the conditions thereof, the County Commissioners executed and delivered deeds for the lands so redeemed as set forth in Paragraph Six immediately above, to L. W. Smith, Receiver of the Penfield Coal & Coke Company said deeds not being yet recorded.

Eighth: That hereto attached and made a part hereof, and marked "Exhibit A", is a true and correct copy of the deed given by Gertrude Rumberger, County Treasurer, to the County Commissioners for one of the said tracts of land which, in fact, is a portion of Warrant No. 4231 situate in the Township of Sandy, Clearfield County, Penna. and being one of the deeds referred to in Paragraph Five above.

Ninth: That hereto attached and made a part hereof, and marked "exhibit B" is a true and correct copy of the deed given by J. E. Dale, T. E. Weimer and B. W. McCracken, County Commissioners, to L. W. Smith, Receiver of the Penfield Coal & Coke Company for one of said tracts of land which, in fact, is a portion of Warrant No. 4231 situate in Sandy Township, Clearfield County, Pennsylvania, and comprising a part of the transaction described in Paragraph seven above, and being the same lands conveyed in Exhibit "A."

Tenth: That fifty additional separate and distinct tracts of land were so sold by the Treasurer of Clearfield County to the County Commissioners of Clearfield County and redeemed by L. W. Smith, Receiver of the Penfield Coal & Coke Company as set forth in Paragraphs Five, Six, Seven, Eight and Nine herein.

Your Orator is without adequate remedy at law and Re-therefore prays:

1st: That it may be ordered and decreed that the deeds delivered by the defendants to the Plaintiff be reformed so as to give effect to the intention of the parties.

2nd. General Relief

3rd: Costs.

Penfield Coal & Coke Company
By: L. W. Smith
Receiver in Equity Complainant.

Cont'd on Page 250

from page 249 No 6 Dec T 1929

	Now Dec 2, 1929	Service of within accepted for
	County Commissioners.	A. M. Leveright Co. Solicitor
	Dec 9-1929 By paper filed A. M. Leveright Atty. enters his appearance for the Defendants,	
	Dec. 18-1929, Answer raising preliminary objections to bill in Equity filed & Copy mailed to Mc call to accept-	
	Now Dec 24, 1929	service accepted L. D. McCall. atty for Complainant.
Opinion & Decree:	Now. Jan 23. 1930	the Bill in Equity is dismissed
	at the Costs of the	Complainant. The Penfield Coal & Coke
	Company by its Receiver, L. W. Smith. Exceptions noted and	
	bill sealed to the	Complainant. By The Court. A. R. Chase P. J

Continued from Page 199 No. 4 Feb T. 1929 Ira C McClaskey vs McLaughlin Furniture Co.

National Bedding Company	79.13	10.28
Laureltor Foundry Company	42.20	5.48
Anderson Paper & Twine Company	123.04	15.99
Clearfield Hardware Company	79.13	10.28
Clearfield Hardware Company	83.06	10.79
Artwood Product Company	21.50	2.79
Associated Gas & Electric Company	16.65	2.16
Anderson Paper & Twine Company	179.16	23.29
Altoona Mattress Co.	203.00	26.39
Brandt Cabinet Works	100.50	13.06
Bucks Wall Paper Company	36.23	4.70
James H. Boye Mfg. Company	32.00	4.16
Cutler Furniture Company	728.46	94.69
L. M. Castner & Co.	14.02	1.82
Columbia Mills Co.	54.61	7.09
Clearfield Hardware Co.	211.01	27.43
Duelle-Kaiser Company	23.50	3.05
Isaac Decker	106.50	13.84
Delaware County Prison	27.50	3.57
Deemer Furniture Company	106.50	13.84
Darling Frank & Company	108.87	14.15
Drunkans Philip & Co.	109.77	14.27
Engman Range Eternal Co.	15.29	1.98
Frankelite Co.	101.05	13.13
Gunn Furniture Co.	29.16	3.79
Garland Chair Company	44.50	5.78
Hard Mfg. Company	94.99	12.34
Heywood Wakefield Co.	310.47	40.36
Frank S. Harden	146.47	19.04
Hyde Park Mfg. Co.	91.00	11.83
Keep Brothers	13.50	1.75
Keystone Chair Company	50.00	6.50
Keystone Table Company	11.90	1.54
George Irish Paper Company	104.20	13.54
A. J. Logan & Company	174.50	22.68
L. L. Lightner	39.00	5.07
Montgomery Table Works	22.25	2.89
Montgomery Lounge Co.	285.00	37.05
A. J. McClure Glass Co.	81.03	10.53
Nelson Brothers	268.81	34.94
T. H. Nevin Co.	30.94	4.02
Owen, Sue	32.95	4.28
H. C. Prutzman & Co.	171.06	22.23
Rarabaugh Agency	27.59	3.58
Red Fibre Corporation	161.00	20.93
Quakertown Stove Works	594.04	77.22
Stephen Ballard Corporation	200.00	26.00
Simmons & Company	155.75	20.24
C. H. Speck	21.00	2.73
Sherman Brothers	238.25	30.97
J. R. Taylor & Co.	305.50	39.71
Ulen Carriage Co.	59.75	7.76
Wiley Brothers Co.	55.57	7.22
West Branch Furniture Co.	67.50	8.77
John P. Wettach	26.10	3.39

(Continued to next Page)

Williamsport Murrow & Glass	34.33	4.46
West Pen Paint Co.	197.44	25.66
Williams Supply Co.	22.00	2.86
Youngsville Mfg. Co.	98.75	12.96
	29575.67 @13%	3844.52

all of which is respectfully submitted

John Scallion Auditor

Dec 9, 1929, notice of completion and intended presentation of the Auditor's Report having been given to all parties in interest, as appears by such notice bearing date November 26-1929 hereto attached and no exceptions having been filed thereto, the within Auditor's Report is confirmed ni. si., confirmation absolute to be made upon the expiration of four days therefrom, unless exceptions be filed. By the Court, A. R. Chase P. J.

Now Dec. 16-1929, No exceptions filed to within report same is confirmed absolute. Geo. M. Ralston, Prothy.

Now, April 7, 1930, Petition For Leave To Make Public Sale of Receivables and Order of Court, filed.

April 7th. 1930 the foregoing petition of the receivers of McLaughlin Furniture Company presented and considered and thereupon it is ordered and decreed that said receivers be, and they hereby are authorized and directed to offer at public sale all the remaining receivables, including both accounts and leases, of said corporation.

It is further ordered and decreed that the said receivers give notice of the proposed sale by publication in one newspaper at Curwensville, Pennsylvania and one newspaper at Clearfield, Pennsylvania for three successive times prior to the date fixed for the sale, and by notice sent to each one of the creditors of McLaughlin Furniture Company.

It is further ordered that said receivers be empowered to adjourn the sale from time to time if it be deemed to the best interests of the estate, without further advertisement or notice.

It is further ordered that the receivers present a Return of Sale to the Court ten days after the date that sale takes place, at which time unless exceptions be filed it will be confirmed. By the Court, A. R. Chase, P.J.

May 10. 1930 Receivers return of sale and Order of Court filed

May 10. 1930 the foregoing return of sale of receivable of McLaughlin Furniture Company, made by the receivers of that Corporation, presented and considered and it appearing from the receiver's report that no better price can be obtained therefor than was realized at their sale on April 28. 1930: and it further appearing that no exceptions have been made to the sale within ten days thereafter, said sale is hereby confirmed absolutely.

And the Receivers are authorized and directed on the payment of the purchase money to make transfer of said receivables to the purchaser thereof. By the Court A. R. Chase C.J.

Feb. 18. 1932 Pet for leave to pay bond premium out of accrued interest on special deposit filed:

Order of Court:- Feb 9. 1932. the foregoing petition of the receivers of McLaughlin Furniture Company presented and considered: and said Receivers are authorized to apply out of the interest which has accrued on the special deposit referred to in their application, the sum of $25.00 to pay the premium due on their bond. By the Court. A. R. Chase C. J.

May 5, 1932 - Petition of Receivers filed

May 5th, 1932, the foregoing petition of the receivers of McLaughlin Furniture Company presented and considered; and said receivers are hereby authorized and directed out of money standing to their credit in the special fund in the Clearfield Trust Company

Continued on Page 382.

February Term 1930

Beel.
O'Laughlin
Sieberblatt
and D. J. Bonar

Jan 4

A M. Livinght

Reutz & Reutz

Peoples-Pittsburgh Trust Company a Corporation Trustee

/

Millvron Construction Company with notice to Delos E. Hibner Trustee in Bankruptcy for Millvron Construction Company a Corporation Bankrupt and

Du Bois National Bank a Corporation Trustee

Pro. By atty 2.50
" .50
" .50
" .50
" .50
" .50
L. W. Smiley 1/3852 3.50
Pro .50
" 2.00
12.50

July 22. 1930 Recd of B. O & S Atty by Reff Costs L. W. Smiley 3.50 Pro 5.50 Total Recd 8.00 on acct of above Costs
Geo. W. Ralston Pro

Jan 4. 1930 Bill of Complaint filed
To the Honorable the Judges of said Court:-
The plaintiff Complains and says:-
The plaintiff is and has continuously been for a long time prior to the times hereinafter mentioned a corporation duly organized and existing the laws of the Commonwealth of Penna. having its principal office in the City of Pittsburgh Allegheny County Pa and having authority under the law to execute trusts of every description including the trust hereinafter referred to.
The name of the plaintiff at the time of the execution of the trust hereinafter referred to was Peoples Savings and Trust Company of Pittsburgh which name continued to be the name of the plaintiff until Sept 14. 1929 when its name was changed, pursuant to due corporate actions, to Peoples-Pittsburgh Trust Company and the Certificate of the said change of name was duly recorded in the Office of the Recorder of Deeds of Allegheny County Pa in Charter Book Vol 62. Page 524.
The Defendant Millvron Construction Company is and has been continuously since a date prior to the times hereinafter mentioned a corporation organized and existing under the Laws of the Commonwealth of Penna. having its principal office in the City of Du Bois, County of Clearfield Pa
The said defendant was organized for the purpose of and has been engaged in doing Construction work of the character of public highways, railroad Construction, bridge work, building and other works of similar character, wherever such work might be situate.
The said Millvron Construction Company one of the defendants above named was duly adjudicated a bankrupt in the United States District Court for the Western District of Penna. at No. 15,036 in Bankruptcy on the twenty eighth day of Oct. 1929. and the Defendant herein, Delos E. Hibner, was, on the 6th day of Dec. 1929, duly elected Trustee in Bankruptcy at the said proceedings in bankruptcy and has duly qualified for and is now engaged in the performance of the duties of his trust.
The defendant Millvron Construction Company by virtue and in pursuance of the Consent and authorization of its stockholders, duly and lawfully obtained and of, and of resolutions of its Board of Directors duly and legally adopted, did, on or about the twentieth day of August, 1925, make, execute and deliver unto the plaintiff, whose name then was as hereinbefore recited, Peoples Savings and Trust Company of Pittsburgh, as Trustee, a certain Mortgage or Deed of Trust dated June 1. 1925. and intended to bear that date, which is duly recorded and appears

of record in the Recorders Office of Clearfield County Pa in Mortgage Book Vol 81. Page 363. upon and Covering Certain property, real and personal of the said Milliron Construction Company and described in said Mortgage or Deed of Trust, as follows viz:

All that Certain lot or piece of ground situate in the City of Du Bois Clearfield County, Pa being bounded and described as follows:—

Beginning at an iron pipe on the south side of Du Bois Avenue, the same being the northeast Corner of lot No. 8 belonging to Mrs John R. Caulfield; thence by lot No. 8 and Continuing to a point in the Pennsylvania Railroad right-of-way, South 19° 54' West 216.7 ft. said point being an iron pipe 26 feet from the Center line of the said Pennsylvania Railroad; thence by the said right-of-way line, and parallel with the Center line of the said Railroad a distance of 26 feet, So 74° 40' E. 459.2 feet to an iron pipe, thence Continuing by said right-of-wayline, but not parallel with the Center line of said railroad, So 72° 57' East, 200.3 ft to an iron pipe; thence North by the Penna railroad right-of-way and parallel with the center line a distance of 20 ft So 74 4 East, 254 feet to an iron pipe; thence No. 15° 20' East, Eleven and two tenths feet to the So Curb of Park Roadway; thence northwesterly 352 feet, more or less, by said curb of Park Roadway to the south line of Du Bois Ave; thence by Du Bois Ave No 70° 06' W. 593.7 ft to the place of beginning, being known as Block "A" and Block No 14 as given in the City of Du Bois assessment plan; Containing in all 3.085 acres more or less.

Having erected thereon a two (2) story brick and Concrete Building Containing offices, storage and Machine shop.

Being the same premises which John E Du Bois and Willie G. Du Bois by their deed dated August 28. 1924. and recorded in the office of the Recorder of Deeds in and for Clearfield County, Penna. in Deed Book Vol 278. Page 342. granted and Conveyed unto the Millivon Construction Company, Inc., the Mortgagor herein.

Under and subject to the exceptions and reservations stated in said Deed.

Together with all the rights, privileges, easements and appurtenances thereunto belonging and all buildings and improvements now erected or hereafter to be erected upon said premises, and all the Machinery, equipment, furnishings, fixtures, engines, boilers, elevators and all plants of any kind whatsoever for sprinkling, lighting, heating, refrigeration, ventilation, or for the generation or transmission of steam, or power, now in or upon or hereafter to be placed in or upon said premises.

And also the Certain policy or policies of ordinary life insurance issued by the Standard Life Insurance Company of America upon the life or lives of the Certain officer or officers and employees of the said Company as indicated in the following schedule thereof;

Schedule of life Insurance Policies

Policy No.	Date	Principal Amt.	Insured
21263	Aug 20. 1925	30,000.00	Wilson Wesley Millivon
21264	Aug 20. 1925	20.000.00	Homer James Millivon,

which said policy or policies of life insurance were Contemporaneously with the execution and delivery to the Peff. of the said Mortgage deposited

with the plantiff title and interest of the insured and the beneficiary named in each of said policies, duly assigned, transferred and set over unto the said Trustee.

Wherefore the plantiff needs equitable relief and prays:-

1. That it be decreed that the Deft. Milliron Construction Company has made default in the performance of its Covenants contained in said Mortgage, or deed of trust, unto the plantiff as Trustee, entitling the plantiff to foreclose the same and that the whole amount of the said bonds now issued and outstanding thereunder is due, owing and unpaid.

2. That the indebtedness of the principal and interest unpaid upon the bonds secured by the said mortgage, or deed of trust, be ascertained and determined, and that the said indebtedness, together with all proper costs, charges and expenses including the amounts advanced for fire insurance premiums and the interest thereon, including also attorneys' fees and reasonable Compensation for the services of the Trustee be declared to be due and presently payable and that it be decreed that said amount so ascertained is now and since the date of the recording of the said Mortgage on the 22 nd day of August, 1925 has been a first lien upon the property of the Defh. Milliron Construction Company, embraced within the description of the said Mortgage, or deed of trust Contained, and that the holders of said bonds and the plantiff, as Trustee, are entitled to the benefit of such lien.

3. That a decree be entered, directing a public sale of the property and plant described in the Mortgage, or deed of trust, executed by Millaron Construction Company to Peoples Savings and Trust Company of Pittsburgh, Trustee, in this Bill described, in such manner and after such advertisement as the Court May direct, for the payment of the indebtedness now due upon the said Mortgage and the bonds secured thereby, with costs, charges and expenses and advancements for insurance, including attorneys' fees and reasonable compensation to the Trustee, the purchaser at such sale to have the right to use bonds secured by said Mortgage or deed of trust, in payment of his bid in so far as the same may be applicable for that purpose under the terms of said instrument, and to take and hold the property purchased by him free and Clear of all equity of redemption or title of Milldron Construction Company and free and Clear of all liens and encumbrances whatsoever.

4. That the Deft. DuBois Natl Bank, Trustee, under the said Mortgage of the Millaron Construction Company to it, dated as of Aug. 18. 1927, and all parties Claiming under it, may be barred and foreclosed of all right, claim, lien and equity of redemption in said Mortgaged premises, or any part thereof.

5. That a decree may be entered requiring the Milliron Construction Company and Delos E. Hibner, Trustee in Bankruptcy for the Milliron Construction Company, to execute such deed or deeds as may be necessary or expedient for the vesting of full and Complete title to the property so sold as aforesaid in the purchaser,

6. For such other and further equitable relief as to the Court as May seem fit and proper. Peoples-Pittsburgh Trust Co. Trustee

Bell, O'Laughlin and Silberblatt, Solicitors for Pltff.

Next Page.

Jan 5. 1930 served on us by Copy for Du Bois National Bank, Trustee for second Mortgage, Reutz and Reutz attorneys

Jan 11. 1930 served on me by copy as attorney for D. E. Hibner Trustee in Bankruptcy for Milliron Construction Co. Inc and the Prothonotary is hereby directed to enter my appearance as attorney, and for the said Trustee in bankruptcy, A. M. Liveright

Jan 31-1930 Separate Answer of Delos E. Hibner, Trustee in Bankruptcy for Milliron Construction Company, Inc. filed,

Jan 31-1930 service accepted for Alff, Bell, O'Laughlin & Silberblatt, Pffatty

Now, Feb 12 1930 no appearance having been entered or answer filed for Du Bois National Bank, a Corporation trustee as required by the Equity Rules the plaintiff Peoples-Pittsburgh Trust Company a Corporation Trustee by Bell O'Laughlin & Silberblatt, its solicitors of record enters an order as of Course that the bill be taken pro confesso as to Du Bois National Bank, a Corporation, trustee

Bell, O'Laughlin and Silberblatt, Solicitors for Plaintiff

Decree Pro Confesso against Du Bois National Bank

March 20. 1930 Findings of Fact & conclusions of Law filed by Bell, O'Laughlin & Silberblatt attys

March 20 1930 Requests for Findings of Fact and Conclusions of Law filed by Liveright & Smith attys

March 20 1930 List Equipment outside of Building on Land Cor. First St & Du Bois Ave. Du Bois Pa

Mar 20. 1930 List Machinery inside & attached to Bldg. Cor First St & Du Bois Ave Du Bois Pa filed

Decree Ni Si. Now to wit March 20-1930, upon consideration of the following case it is ordered, adjudged and decreed Ni Si as fol,-

That the Plaintiff, Peoples-Pittsburgh Trust Company, Trustee shall sell all and singular the property of every kind and description now subject to the mortgage of the Milliron Construction Company to the Plaintiff, Trustee; such sale to be made in accordance with the terms and provisions of said mortgage, and the said property to be sold free and clear of all liens and incumbrances. By the Court, A. R. Chase P. J.

April 8, 1930, Final Decree filed:-

And Now, to wit this 8th day of April, 1930, upon consideration of the foregoing case, it is ordered, adjudged and decreed as follows:-

One: The defendant, Milliron Construction Company, has made default in the performance of its mortgage to Peoples Savings and Trust Company of Pittsburgh, now Peoples-Pittsburgh Trust Company, Trustee, dated June 1st, 1925, and recorded in the Recorder's Office of Clearfield County, Pennsylvania in Mortgage Book Vol. 81, page 363, and all of the bonds that were issued and are now outstanding under the said mortgage are due and payable and the said defendant has failed and refused to pay the same.

Two: The total principal amount of said issued and outstanding bonds is the sum of $38,000 Dollars, with interest thereon at the rate of 6% per annum from June 1, 1929, and of said interest the sum of $1140.00 represented by interest coupons became due December 1st, 1929, and interest is due and unpaid on said interest coupons from said date.

Three: There is due and unpaid to the plaintiff, Trustee, from the defendant, the sum of $350.00, representing moneys advanced in payment of premiums to keep alive policies of fire insurance on improvements on the mortgaged premises, together with interest on $175.00 thereof from August 19th. 1929 and on $175.00 thereof from December 18th. 1929.

Four: The defendant is entitled to a credit of $2060.00, upon the indebtedness due and owing by it to the plaintiff Trustee, such sum being the cash surrender value of life insurance policies deposited with the plaintiff Trustee as additional security for the payment of said indebtedness.

Five: Subject to unpaid taxes, if any, upon the mortgaged premises, the said amounts of principal and interest, and moneys advanced for fire insurance premiums, together with the costs of this suit, attorneys' fees and a reasonable compensation to the Trustee, less credit on account of such sums in the sum of $2060.00 as aforesaid, are a first lien upon the property and plant of the defendant, Milliron Construction Company, as described in

(Continued to Page 280)

February Term 1930

Geo. R. Bigler	Clearfield Trust Company Executor of the last Will and Testament of E. Curt Davis		Jan 13. 1930 Bill in Equity filed To the Hon. A. R. Chase, Pres. Court of said Court. That your orator is a Corporation organized under the laws of Penna. having its principal office in the Borough of Clearfield County of Clearfield and State of Penna. and is authorized and empowered by its Charter to act as Executor as herein recites
Jan 13	2		That the Deft Ramey Coal Co. is a partnership formed under the laws of Penna by F. F. Kramp and E. C. Davis by their written Partnership Agreement
	Ramey Coal Company a partnership. F. F. Kramp Surviving Partner		dated the 31st day of Jan A. D. 1913, a Copy of which agreement is attached hereto marked Exhibit "A" and made a part of this bill.
			That E. C. (Curt) Davis a member of said partnership died a resident of the Boro. of Ramey Clearfield County Pa on the 7th day of Feb. 1929 Testate
	Pro.	2.50	That Letters Testamentary on the Estate of E.
	"	1.00	Curt Davis were issued to your orator by the
	"	50	Register of Wills of Clearfield County on the
	"	50	18th day of April 1929.
	"	50	That by the Partnership Agreement attached
	"	1.50	hereto and marked Exhibit "A" it is provided
	"	50	that "said partnership shall continue until
	"	1.50	legally dissolved".
		8.50	That by the death of the said E. Curt Davis
			the said partnership was terminated in
S/ 3'	Mar. 13-1930. Received of		accordance with the laws of Pennsylvania
" 3'	H. Elbridge Brown, Receiver		and said partnership agreement.
	Pro. costs $8.50		That your orator as Executor of the Est of
	Geo. W. Ralston, Prothy		E. Curt Davis has no right to specific partnership
			property nor any right to liquidate said
4-22-30	Pro	50	partnership or partnership property which right
	"	50	is vested in F. F. Kramp surviving partner.
	" Cert. Copies	3.00	That the property of said partnership consists
July 16. 1930 Pd by Recvr	Geo. W. Ralston	5.00	of a Coal Mine situate in Decatur and Bigler
			Twp. and the necessary equipment for the operation
			of the same, the extent and value of which is
			not now known to your orator.
July 15, 1930 Recd of			That F. F. Kramp surviving partner, has been
H. Elbridge Brown			requested by your orator to exercise his right
Ck for $ 5.00 as stayed			to liquidate said partnership.
Geo W Ralston			Wherefore, your orator, averring and showing
			that it has no adequate remedy at law, needs
			equitable relief and prays: It be decreed by your
			Honorable Court:-
			That the said partnership heretofore existing
			as the Ramey Coal Company was dissolved by the
			death of Curt Davis on the 7th day of Feb. 1929.
			That F. F. Kramp, surviving partner, by
			abandoning the property of the partnership and
			leaving the jurisdiction of your Honorable Court
			has forfeited his right as surviving partner to
			liquidate the affairs of said partnership.
			That a receiver be appointed to take possession
			of all of the property of said partnership and

protect the same.

That the Court enjoins the defendants and all other persons from interfering in any Manner with the property of the partnership and with the receiver in his possession and disposition of said property.

That the Court, by its receiver, inventory the items of property of the partnership, and the liabilities of the said partnership, and report the same to the Court.

That your receiver, upon such terms and conditions as the Court may hereafter prescribe, proceed to liquidate the property of said partnership and to hold the proceeds thereof for distribution to and among the persons and corporations entitled thereto.

Such other and further equitable relief as the Court may deem proper. And they will ever pray.

Clearfield Trust Company, Executor
of the last will and Testament of
E. Curt Davis.
By W. Elbridge Brown, Trust Officer.

Jan 13, 1930 attached to Bill in Equity the Ramey Coal Company by F. F. Kramp, surviving partner, and F. F. Kramp, acknowledges that it has received notice of the filing of the within Bill in Equity accepts service thereof, waives printing thereof, admits that the facts therein stated are true and correct and authorizes the Prothonotary of the Court of Common Pleas of Clearfield County to enter a decree pro confesso against it. Ramey Coal Company By F. F. Kramp. Surviving Partner, and Frank Kramp Deftes

Order of Court:- Now, to wit, the 13th day of Jan A. D. 1930 upon consideration of the facts set forth in the Bill in Equity filed in the above entitled Case, and in the acknowledgment in the nature of an answer made under date of July 30, 1929, admitting the truth of the facts set forth in said Bill, and authorizing the Prothonotary of the Court of Common Pleas of Clearfield County, Penna, to enter a decree pro confesso on the Bill, it is ordered that W. Elbridge Brown, of Clearfield, Penna, be and he hereby is appointed Receiver of Ramey Coal Company, a partnership, F. F. Kramp surviving partner, and the said Receiver is hereby authorized and directed to take immediate possession of the books, papers, Moneys, Choses in action, assets and all other property, real and personal, of the said partnership for the purpose of conserving the assets thereof, and it is further ordered that the said Receiver shall have, and he is hereby given the authority, if necessary to continue the business of said partnership with all powers usual in such cases for and during the period of sixty days, or until further order of the Court in the premises.

It is further ordered that Ramey Coal Company, a partnership F. F. Kramp surviving partner, its and their officers, servants and agents and each of them, shall be and they are hereby enjoined and restrained from exercising any of the privileges or rights of the partnership, and/or of the surviving partner, and from collecting or receiving any debts due said partnership, and from paying out, selling, assigning or transferring any of its assets, Moneys, funds, lands, tenaments or effects.

It is hereby further ordered that all persons, firms and corporations and each and every of them, shall be and they hereby are enjoined and restrained from suing said Ramey Coal Company, a partnership, F. F. Kramp surviving partner, levying execution upon, attaching, seizing, intermingling with or taking possession of any of the property of said defendants

without leave of this Court first had and obtained.

It is further directed that the said Receiver within thirty days from the effective date of his appointment shall make report to the Court as to the character and extent of the property, the interests in and known claims against it, its income producing capacity, and the best method of realizing its value for the benefit of those interested.

Said Receiver to enter security in the sum of Five Thousand Dollars, to be approved by the Court before this order becomes effective. By the Court. A. R. Chase P.J.

Now. Jan 13. 1930 Receivers Bond in the sum of Five Thousand Dollars with Indemnity Ins. Co. North America. Phila as surety filed and approved By the Court. A R Chase P J

Jan 13. 1930 H. Elbridge Brown, Receiver appointed by the Court in the above case having appeared in Court by his Counsel, and having moved for the appointment of two appraisers. Wm Gulbranson and Charles Cushing are appointed appraisers with instructions immediately to inventory and appraise all of the assets which shall and may come into the hands of said Receiver in accordance with Equity Rule No 46.

By the Court. A. R. Chase. P. J

Jan 14. 1930 appointment of Apprs. Certified.

Jan 28 - 1930 Qualifications and report of appraisers filed

We the undersigned having been notified that we were appointed to estimate and appraise the real and personal property of Ramey Coal Company, a partnership, now in the hands of its surviving partner, have attended to the duties assigned us; and after a strict examination and careful inquiry we do estimate and appraise it as follows:

1 – 5' Disc Fan & starter	$ 50.00
1 – 7½ H.P G.E. Ind. Motor 3 ph. 60 cy 220 V 1200 R.P.M.	25.00
1 – K 20 oil switch (new)	5.00
1 – Hand Forge blower	1.00
1 – Anvil	.50
1 – Blacksmith vise	1.00
1 – 4" Morris Centrifugal Pump with 15 H.P. motor & starter	150.00
20 gal. black strap oil	1.00
2 – 15 KVA transformers	20.00
6 – Porcelain cutouts	1.00
29 – Gal. Atlantic medium motor oil	8.70
20 – lbs. 3/8 x 2½" track spikes	1.20
1 – Oil Pump	.10
3 – Primary expulsion fuse Boxes	1.00
1 – lot miscellaneous insulated wire	4.00
1 – Manella 4 ton Battery Locomotive #59 with Charger	600.00
1 – Jeanton 6 " " " " #1257 " "	700.00
1 – 7½ H.P. Lincoln single Phase Charger	100.00
1 – 25 H.P. Ideal Starter	10.00
1 – 200 amp. 500 volt safety switch (new)	3.00
1 – 200 " " " " "	2.50
1 – Rail Bender	1.00
2 – Ratchet lowering Jacks	4.00
2 – sets mine scales	10.00
1 – set small Balance scales	.25
1 – Cross Cut Saw	.50
1 – Hand Saw	.50
1 – 15 HP G.E. 1200 RPm Induction motor	25.00
2 – Car Movers	2.00
1 – 7½ H.P. 1200 RPm Induction motor	20.00
2 – stoves	2.00
1 – Car oiler	.50
1 – Blanket & First Aid Cabinet	1.00
1 – lot miscellaneous mine rails	143.00
3 – stoves	75.00
41 – mine cars	160.00
1 – Sand Drier	.50
1 – Sand Drying shed	5.00
2 – 15 KVA transformers on poles	30.00
1 – 4'x2'6" Jeffrey Centrifugal Fan with 5 H.P. motor & starter	100.00
1 – 25 H.P. G.E. Induction Motor 1200 R.P.M.	50.00
1 – Motor starting Knife Switch	.50
12 – Railroad ties	3.60
100 new mine ties	8.00
400 – 4 ft. props	8.00
1 – Ottuma Room Hoist with motor	50.00
1 – 50" Ottuma Hoist with Motor & Controller	200.00
3 – 15 KVA Pittsburgh transformers on Platform	60.00
2 – R.R. side tracks	200.00
1 – Rheo 1 ton truck	50.00
27 – Shares Penna. Bituminous Casualty Co. stock	337.50
2 – tipples	20.00
8 sheds	10.00
1 – Lot used mine ties	25.00

Clearfield Trust Company vs Ramey Coal Company No 2 Feb T 1930.

Total $3282.85

In witness whereof, we have hereunto set our hands and seals at this day of January A D 1930 W.O. Gulbransom. C D Cushing

Feb 14-1930 Order of Court on Receiver's First Report

Feb. 14-1930, the first Report of W. Elbridge Brown, Receiver of Ramey Coal Company, a partnership, F F Tramp, surviving partner, having been filed in the Prothonotary's office, and now being presented for Consideration and the Receiver having therein asked for instructions from the Court, It is ordered as follows:

(1) That the 10th day of March 1930, at ten o'clock A.M. be, and hereby is fixed for hearing in open Court upon the matter of the offers made for the assets of Ramey Coal Company:

(2) That the Receiver give notice by mail to each of the creditors of Ramey Coal Company of the pendency of his report and of the said offers made to him, not less than five days prior to the date of hearing.

(3) That notice thereof be also given by advertisement in the Raftsman's Journal and Hautzdale Citizen newspapers published at Clearfield, Pa., and Hautzdale, Pa., respectfully, not less than five days prior to the date of hearing.

(4) That at the hearing any other bids in writing exceeding the offers already made will be received; and an appropriate order concerning the subject matter will be made consistently with the equities of the situation.

By the Court, A R Chase P.J.

Feb. 13-1930, First Repo

Feb 13-1930, First Report of W Elbridge Brown, Receiver, filed.

To the Honorable A.R. Chase, President Judge

Respectfully comes your Receiver and makes report as follows:

(1) after having been appointed on January 13-1930, your Receiver gave bond and duly qualified in the above matter and caused an appraisal of the assets of Ramey Coal Company, a partnership, F.F. Tramp, surviving partner, to be made by the appraisers in that behalf appointed by the Court. The result of that appraisal is among the files in the case, showing mining property and equipment inventoried at Twenty-nine Hundred Forty-five and 35/100 ($2945.35) Dollars; and twenty seven shares of Pennsylvania Bituminous Casualty Company stock, inventoried at Three hundred Thirty seven and 50/100 ($337.50) Dollars,

(2) Since the appraisal there have come to the knowledge of your Receiver additional assets as follows:

Thirty seven shares Pennsylvania Bituminous Casualty Company stock, and a Checking account in Clearfield Trust Company of Eleven and 49/100 ($11.49) Dollars.

(3) Liabilities of the Estate in receivership have come to the notice and/or attention of your Receiver as shown by the schedule hereto attached, marked exhibit "A" which is made a part hereof.

(4) Your Receiver made a careful survey of the property involved in the receivership, consisting of a coal mine in Bulich Township Clearfield, County, Penna. which had not been operated for a considerable period. He at once reached the conclusion that it would not be to the interest of creditors or others, nor would it be commercially practicable, that he should undertake to run the coal mine as a going business

(5) Thereupon your receiver cast about for likely purchasers of the assets of the Estate in Receivership, without undertaking to dictate

Clfd Trust Co. vs Ramey Coal Co No 2 Feb T 1930

whether the assets should be used in connection with a going mine or should otherwise be disposed of. As a result of his efforts your Receiver has had two bids submitted to him in writing, one for $5000.00, made by W. O Gulbrauson and one for $5100.00 made by H. D Woolridge. Said bids are hereto attached as exhibits "B" and "C". There has also been submitted a bid by H. D Woolridge for the purchase of fifty-four shares of the insurance stock, by him termed Penn General Casualty stock, for a price of $12.50 per share. That bid is hereto attached as exhibit "D".

(6) Your receiver respectfully asks instructions in the premises and likely to effect the Court to make such order as he deems the best results for those interested in the affairs of Ramey Coal Company: and he will ever pray

N. Elbridge Brown, Receiver.

March 10. 1930 Amended offer of W. O. Gulbrauson.

Referring to my offer of Jan 28. 1930 and the directions of the Court at hearing held today with reference thereto I hereby amend my offer for the property of the Ramey Coal Co. to read as follows:-

I hereby offer $5100 Cash for the mining equipment of the Ramey Coal Co. located in Decatur Twp. Clearfield Co. Pa. this offer to include the Mining Equipment, tracks, tipples, houses etc and oed Auto truck W. O. Gulbrauson

Order of Court:- Now March 10. 1930 the above matter having come on for hearing concerning the sale of the phypical assets and of certain shares of stock of Ramey Coal Company, a partnership and F. F. Kramp, surviving partner, the testimony having been taken and the Court having publicly inquired whether there were any further bids additional to those reported by W. Elbridge Brown, receiver and none having been made, and W. O. Gulbrauson having revised his bid of Five Thousand One Hundred ($5,100.00) Dollars so that the conditional feature thereof reading, "with the understanding that the writer will not have any difficulty in moving all of this material off of the property within a reasonable time" has been eliminated therefrom.

It is ordered, adjudged and decreed as follows:

(A) W. Elbridge Brown, receiver is hereby authorized, empowered and directed to accept the revised offer of the said W. O Gulbrauson for the phypical assets of Ramey Coal Company as set forth in said revised offer at the sum of Five Thousand One Hundred ($5,100.00) Dollars.

(b) W. Elbridge Brown, receiver is authorized, empowered, and directed to accept the offer of H. D. Woolridge for fifty-four (54) shares of the Capital stock of the Pennsylvania Bituminous Casualty Company, in said offer identified by its changed name Pennsylvania General Casualty Company at the price of Twelve and 50/100 ($12.50) Dollars per share.

(C) Upon receipt of the Consideration for property so awarded, the said receiver is authorized and directed to deliver the same to the respective bidders therefor. By the Court. A. R. Lehaie P. J.

March 12-1930, Petition of N. Elbridge Brown, received filed and report as fol;- That pursuant to authorization already given by the Court, following petitioners first report, he has converted the physical assets and securities of the partnership in receivership into cash.

2. That he has realized therefrom $5775.00

3. That thus far in the administration of the receivership he has incurred expenses as follows;

Helmbold & Stewart, bond	$25.00
N. O. Gulbransen, appraiser	25.00
C. D. Cushing appraiser	25.00
Raftsmans Journal Co. publishing notice per Court Order	2.60
Hautzdale Citizen publishing notice per Court Order	4.00
Geo. N. Ralston, Prothonotary, costs	8.50

Order March 11-1930, petition of N. Elbridge Brown, receiver having been presented and considered, thereupon it is ordered and decreed as fol,-

1. Receiver is authorized and directed to pay the expense of administration as outlined in his petition to the persons therein named.

2. The fees of the Receiver for services rendered and to be rendered are fixed at Three hundred & Fifty Dollars

3. The fees of Liveright & Smith, attorneys for services rendered and to be rendered to the final accounting of the receiver are fixed at Three Hundred Dollars.

4. The Receiver is authorized and directed to pay out of the funds in his hands his fees and the attorneys' fees so fixed and to take credit with such disbursements in his accounting.

By the Court, A. R. Chase, P. J.

March 18-1930 Receivers Account filed,-

The Receiver Charges himself:

1930 Jan 23	To amount of Inventory filed	3282.85
Mar 10	To gain on sale of Mine Equipment to N. O. Gulbransen, Sale $5100.00. Appraised 2945.35	2154.65
" 13	To Sale 27 Shares Penn Bituminous Casualty Company Not appraised	337.50
" 18	To Clfd. Trust Company Bal. checking account, not appraised	1.1.49
		5786.49

1930 The Receiver takes credit for the following disbursements by order of Court.

Mar 13	By Helmbold & Stewart, Receivers Bond	25.00
	By N. O. Gulbransen, Appraisers Fee	25.00
	By C. D. Cushing Appraisers Fee	25.00
	By Raftsmans Journal Advertising Notice	2.60
	By Hautzdale Citizen Advertising Notice	4.00
	By Geo. N. Ralston, Costs	8.50
	By Liveright & Smith Attorney for Receiver	300.00
	By N. Elbridge Brown, Receivers Fee	350.00
		740.10
	Balance in hands of Receiver	$5046.39

Respectfully Submitted, N. Elbridge Brown, Receiver.

Now April 21. 1930. No exceptions having been filed to the within account confirmed absolutely the account having been on file since March 18. 1930 By the Court A R Chase P. J

April 21. 1930 Notice of service and publication filed by N. Elbridge Brown Receiver filed

Contd on Page 266.

May Term 1930

Arnold & Smith	Ralph O. Harris & George Evans, Executors of the last will & Testament of Mrs. Annie Evans	Feb. 27-1930 Bill filed. To the Honorable A. R. Chase, President Judge of said Court: Your orator complains & says: 1. That Mrs. Annie Evans died on the 4th day of April 1928, testate, and a resident of the Borough of Curwensville, Clearfield County, Pa., and in her last will and testament constituted and appointed Ralph O. Harris and George Evans as executors of her last will and Testament, as appears by the will of said Mrs. Annie Evans duly probated in the office of the Register of Wills of Clearfield County, Pa. in will Book No. 8 page 208, said record being incorporated herein by referance and made a part hereof. The said executors have qualified and entered into their duties and their trusts. That both of said Executors are residents of the Borough of Curwensville, Clearfield County, Pa.
Feb. 27	1	
Bell, O'Laughlin & Silberblatt	Charles Eckert Mabel C. Eckert Olive M. Eckert Pro by atty 2.50 Pro .50 Sheriff McCloskey 1.00 Pro 1.00 5.00	2. That Charles Eckert is a resident of the Borough of Curwensville, Clearfield Co., Pa. and is merely married to a step grandchild of the testratrix Mrs. Annie Evans. 3. That to No. 152 December T. 1928 the said Ralph O. Harris and George Evans, Executors of the last will and testament of Mrs. Annie Evans brought an action of assumpsit against the said Charles Eckert (being the same person against whom this instant bill of Equity is filed) That said action in assumpsit was tried before a Jury in said Court and resulted in a verdict for the Plaintiff in the sum of $600.00, upon which said verdict judgment was entered on the 9th day of May 1929. 4. That the records of the Court of Common Pleas of Clfd. Co. in said action of assumpsit brought to No. 152 Dec. T. 1928 are incorporated herein by reference and made a part hereof, and shows that the said Charles Eckert obtained from the said decedent, Annie Evans the sum of $600.00 on or about July 9-1924 but never repaid the same in her life time. That the verdict and judgment recovered in said Court and action is res adjudicata of the fact comprised in said issue. 5. That said action of assumpsit was brought on or about October 4-1928 and the said Charles Eckert was duly served with the said summons in assumpsit On Oct. 8-1928 and filed an affidavit of defence to that action on the 1st day of Nov. 1928 all of which appears from the records of the said Court of Common Pleas of Clfd. Co. to said term and No. 6. That Charles Eckert is also known as Charles T. Eckert and on or about Aug. 31-1922 became the owner of a piece of land in the Borough of Curwensville known as Lot No. 2 in block 1 of the John Irvin Addition to the Borough of Curwensville, and acquired said real Estate by deed of Joseph S. Fullerton, et ux.

dated Aug. 31-1922 and recorded in the office of the Recorder of Deeds of Clearfield Co. in Deed Book No. 258 Page 468, said record being incorporated herein by reference and made a part hereof; and the full and complete description of said piece of ground being attached hereto and made a part hereof and marked Exhibit "A".

7. That during and while the said Charles Eckert, also known as Charles T. Eckert, was the owner of said real estate, to wit: on or about July 9-1924, the said Charles Eckert so as aforesaid became indebted to the said Annie Evans and continues so to be indebted as evidenced by the verdict and judgment hereinbefore referred to as having been entered to No. 152 Dec. T. 1928 in the Court of C.P. of Clf'd Co., and that no part of said debt, verdict or judgment has been paid.

8. That on or about April 22-1927, the said Charles T. Eckert and Mabel C. Eckert conveyed the real estate described in the 5th paragraph hereof to Mabel C. Eckert & Olive M. Eckert, the said Mabel C. Eckert being the wife of Charles T. Eckert and the said Olive M. Eckert, being a daughter of the said Charles T. Eckert, with intent to hinder, delay and defraud its various creditors as aforesaid, said conveyance by Charles T. Eckert and Mabel Eckert to Mabel Eckert & Olive M Eckert is recorded in the office of Recorder of Deeds for Clearfield County in Deed Book No. 291 Page 251.

Wherefore your Orators need equitable relief and pray;

1st: That the defendant be ordered & directed to answer this bill and state specifically the kind and character of any alleged consideration paid by Mabel E. Eckert & Olive M. Eckert to Charles T Eckert for the conveyance made to them by Charles T. Eckert and state the times and places where said consideration (if any be alleged) passed.

2nd: That the defendant be enjoined from making any further conveyance of said property until the disposition of this proceeding.

3rd: That the conveyance by Charles T. Eckert to Mabel C. Eckert and Olive M Eckert be set aside and declared null & void, in order that your Orator may proceed by execution against said property.

4th That the Court may grant such other & further order of relief as the plaintiffs case may require, and that the plaintiff be awarded his costs in this proceeding

Arnold & Smith, attys for Plaintiff.

And now March 6-1930, the Prothonotary is hereby directed to enter our appearance as attorneys for Charles Eckert, Mabel C. Eckert & Olive M. Eckert, Respondents herein named. Service of within Bill is accepted by copies. Bell, O'Laughlin & Silberblatt, atty for Charles Eckert, Mabel C. Eckert & Olive M. Eckert Respondents

Now, March 6-1930, I return the within writ service accepted by Bell, O'Laughlin & Silberblatt, attys for defendants, as per their endorsement hereon

So Answers Jno C. McCloskey, Sheriff.

Now May 26-1930 a settlement having been effected in the above entitled case and on Motion of Arnold and Smith attys for the Plffs. the plaintiffs are permitted to discontinue said action in equity upon payment of costs. By the Court

A.R. Chase P.J.

Contd from Page 263 Clfd Trust Co vs Raney Coal Co No 2 Feb T. 1930

Order Appointing Master;-

Now. April 22. 1930 the first and final account of W Elbridge Brown. receiver in the above entitled case, having been confirmed after examination thereof by the Court, and the account showing on its face that there is a balance for distribution, and it appearing from statements made by Counsel as well as by the receiver that questions of distribution will arise requiring consideration of testimony and considerable detail, the Court hereby designates W Albert Ramey Esquire as Master to make distribution of the balance in the hands of the receiver and to report his findings to the Court.

It is further ordered that said Master give notice of his appointment by publication once a week for three successive weeks in the Raftsman Journal and the Hontzdale Citizen, in which newspapers prior notices in relation to this receivership have been published; first publication in each paper to be at least twenty one days prior to the time the master sets for the performance of his duties

By the Court, A R Chase. P J

July 7. 1930 Auditors Report and schedule of distribution filed

Schedule of Distribution

Balance in hands of accountant for Distribution			5046.39
Costs of Audit W. Albert Ramey, Auditors Fee		300.00	
Geo. W Ralston, Pro. Filing this Rep		5.00	
Raftsmans Journal, advertising		4.50	
Hontzdale Citizen, advertising		6.50	
Total Costs & Audit		316.00	316.00
			4730.39
To be paid in full			
Geo. W. Ralston, Pro. Add. costs		4.00	
Raftsmans Journal, adv. Receivers notice		8.70	
Hontzdale Citizen, adv. " "		6.50	
County Treas. 1927 taxes, Decatur Twp		139.88	
County Treas. 1928 taxes, Decatur Twp		140.83	
County Treas 1929 taxes, Bigler Twp		8.79	
W.C. McMurray, tax Col. 1928 taxes Bigler Twp.		9.52	
Harvey Bock, Tax Col. 1929 taxes, Decatur Twp.		151.82	
Kittanning Coal Company		1263.95	
Total		1733.99	1733.99
			2996.40
Bal. for distribution among General Creditors @ rate of .101 dividend			2996.40
Galvin, Richey & Wallace	799.92	80.78	
Clearfield Trust Company	5849.23	590.75	
Edith Davis	6825.00	689.32	
Estate of E Curt Davis			
Jesse E. Yarger	256.13	28.17	
Atlantic Refining Co.	47.82	4.82	
Echerd Auto Sales	161.20	16.25	
Hontzdale Trust Company	14662.65	1480.88	
Mid State Elect. Eng Co.	288.09	29.08	
Wm H. Garland & Son	146.28	14.76	
John Mills	308.93	31.20	
State Workmens Ins. F,	7.40	.74	
A.B. Lansberry Hdw Co.	293.82	29.65	
		2996.40	
		2996.40	2996.40

Respectfully Submitted

W. Albert Ramey, auditor.

Contd Page 267

Contd from page 266 Clfd Trust Co. vs Ramey Coal Co., No. 2 Feb. T. 1930

July 7-1930 Confirmed Ni Si absolutely unless exceptions in four days
By the Court, A. R. Chase P.J.
July 18-1930 No exceptions having been filed to this report, the same is confirmed absolutely. Leo W Ralston, Prothonotary
Mar. 2. 1931 Petition and Order filed
Now March 2. 1931 upon consideration of the within petition, it appearing that the $344.55 due as a refund of the costs of construction of a siding purchased by W. O. Gulbranson from W Elbridge Brown, Receiver of the Ramey Coal Company, should be paid to the said W. O. Gulbranson the Receiver is authorized and directed to disclaim any and all interest in and to said fund and is further authorized and directed to execute a release to the Pennsylvania Railroad Company releasing them from any and all liability on account of said fund, upon payment of said fund to W. O. Gulbranson. By the Court A. R. Chase P.J.
April 10-1931 Petition for Discharge filed.
Now the 10th day of April A. D. 1931, the foregoing petition having been presented & considered it appearing to the Court that the facts stated therein are correct the Court will make the following order; it is ordered & directed that W. Elbridge Brown Receiver, is discharged from his duties as Receiver of Ramey Coal Company, and he and his bondsman Indemnity Insurance Co. of North America Philadelphia, Pa are discharged from further obligation in connection with the bond filed in this case. By the Court, A. R. Chase P. J.

May Term 1930

W. Albert Ramey	Frances B. Swett trading as Frances Coal Company		March 17-1930, Bill filed
			To the Honorable A. R. Chase, President Judge.
			Your orator complains & says;
Mar 17	2		1: That the Frances Coal Company is or was for a number of years a partnership existing between Frances B. Swett & William R. Swett, her husband, and being located in Decatur Township, Clearfield County, Penna: that Arthur Jones & Charles Jones herein, are residents of the Borough of Osceola Mills, Clearfield Co, Pa.
	Arthur Jones		
	Charles Jones		
	Pro	2.50	2: That said William R. Swett, died on the 14th day of December, A.D. 1929, from and after which time said Frances Coal Company has been owned and operated by said Frances B. Swett.
	Sheriff	9.30	
	Pro Dej	1.75	
	Pro	.50	
	"	50	
Jan. 30 1931 Receipt of Atty W. Albert Ramey, Clk of Frances Swett for $14.55 being costs of Shff McClenahey 9.30 Pro Co. 5.25 Geo. W. Ralston Pro.			3: That said Coal & Coal rights were conveyed by General Warranty Deed dated April 18, 1924 as recorded in the office for the Recording of Deeds in Clearfield County, Pa by one W. J. O'Brien to Walter Welch attached thereto fore is an assignment dated March 24-1924 as recorded in the office for the Recording of Deeds in Clearfield County in Deed Book 272 at page 88 from Walter Welch to George M. Estep.
			4: That said Deed with the assignment thereto attached conveys title to two certain lots or pieces of ground situate in Osceola Mills. The first lot purports to contain 1.496 acres. The second lot conveyed thereby purports to contain .463 acres. These lots are referred to in the recital of said deed as being the second and third parcels or tracts of lands described in Deed dated June 22, 1894 as recorded in the office for the recording of Deeds in Clearfield County, in Deed Book 92 at page 536, being a deed from Burdine Estep, et ux, to Martha Estep, et al. Said Deed with the assignment thereto attached also conveys to said George M. Estep, all the right title and interest in the upper vein of coal as described in Deed from Burdine Estep, et ux to Martha Estep, et al, said deed also reads as fol;- "It being the intention of this deed ----- to pass the entire property rights as acquired together with full ingress, egress, and regress to said vein of coal without molestation or interference on the part of said party of the first part hereto".
			5: That by Deed dated June 22, 1894 Burdine Estep et ux, conveyed to Martha Estep, et al which said deed is recorded in the Office for the Recording of Deeds in Clearfield County in Deed Book 92 at page 536, three lots of land were conveyed, also by said Deed was conveyed the following "Also all their right, title & interest

in the seam of Coal now open and operated by said parties of the second part under two pieces of land situate partly in said township and partly in said Borough --- together with full ingress, egress and regress to said seam of Coal without molestation or interference on the part of said parties of the first part".

6.- Said Coal & Coal rights were subsequently conveyed, together with said parcels of land, by Louisa B Estep et al, to W J O'Brien, by deed dated July 3-1920 as recorded in Deed Book 246 at page 372, which said deed reads as follows,- All their right, title and interest in the upper vein of Coal as described in Deed from Burdine Estep, et ux by Deed dated June 22-1894, recorded in Deed Book 92 at page 536, Conveyed to Martha Estep, et al, who themselves or their heirs are the parties of the first part hereto. It being the intention of this deed to convey not only the parcels or tracts of land specifically described above, together with the upper vein of Coal thereunder, but also to pass the entire property rights as acquired by the above recited deed from Burdine Estep et ux to Martha Estep et al with full ingress, egress and regress to said vein of Coal without molestation or interference on the part of said parties of the first part.

Wherefore - your orator needs equitable relief & prays,-

1. That an injunction issue preliminary now, to be made permanent on hearing had, restraining and enjoining the said Arthur Jones and/or Charles Jones, their agents, servants or employees and all other persons from barring the entrance to said mine or the established passageway leading from said mine to the public road or in any manner molesting or interfering with the operation of said mine or the removal of coal therefrom.

2. That a mandatory injunction issue requiring the said Arthur Jones and/or Charles Jones their agents servants or employees to remove the padlock or padlocks placed upon said door and to remove any and all other obstructions leading to or from said mine, and that said injunction restrain the said Charles Jones and/or Arthur Jones, their agents, servants or employees from allowing any obstructions to said mine to continue.

3. That your orator have such other and further equitable relief as this case may require.

4. That Your orator be awarded the costs of this proceeding.

W Albert Ramey Solicitor for Plaintiff. J.

Mar 17-1930 Injunction affidavit of Frances B. Swett filed.

Mar 17-1930 Injunction affidavit of Effie Estep filed.

Mar 17-1930 Bond in the sum of $200.00 with Frances B. Swett and Effie Estep as Surety filed & approved by the Court - A. R. Chase P. J.

Decree March 17-1930, after due consideration of the Bill in Equity and injunction affidavits filed therewith, and approval by the Court of the accompanying Bond, the Court being satisfied that immediate and irreparable loss and damage will result before this matter can be heard on notice, a preliminary injunction is hereby granted joining and restraining Arthur Jones and/or Charles Jones, their agents, servants or employees from allowing any obstructions to the access to the mine of the Frances Coal Company located in Decatur Township, Clearfield County, Pa, or the passageway leading therefrom out to the Public road or in any manner molesting or interfering with the operation

of said mine or the removal of Coal therefrom and requiring the said Arthur Jones and /or Charles Jones, their agents, servants or employees to remove the padlock or padlocks placed upon the entrance to the mine of the Frances Coal Company.

That this injunction be dissolved unless a motion be made to continue the same on the 21st day of March, 1930, at 10 O'Clock A M. By the Court,

A R Chase P.J.

March 17-1930 at 6:00 P M. served the within Plaintiff's Bill on Arthur Jones and Charles Jones defendants' or tenants' in possession of the within described premises, by personally giving to each of them a true and attested copy of the within Plaintiffs Bill and making known unto each of them the contents thereof.

So Answers. Ira C McClaskey Sheriff.

March 21-1930, this matter having been heard by the Court and motion being considered the Preliminary Injunction is dissolved; however; the complainant to have a reasonable time in which to amend the Bill if so desired; this to be in the nature of a continuance of the hearing in order to give the Plaintiff time to amend to meet such conditions as they feel advisable It is further directed as part of this order the Plaintiff pay the costs of this hearing.

By the Court, A. R. Chase P. J.

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May Term 1930

J. Mitchell Cham

	May Isenberg		Mar. 19-1930 Bill filed
Mar. 19	3		Your orator complains and says: 1. That she is a resident of the Borough of Houtzdale, Clearfield County, Penna. 2. The defendant S. B. Isenberg, is a resident of Osceola Mills, County and State aforesaid; and defendant W. H. Isenberg is a resident of the Borough of Houtzdale, aforesaid. 3. Under date of September 1, 1917, S. B. Isenberg William H. Isenberg & C. W. Isenberg, organized a partnership under the name and style of Red Tap Coal Mining Company for the purpose of operating a coal mine upon a leasehold from the Kittanning Coal Company and for general business in Bituminous Coal. 4. Said partnership conducted a going business, developed its leasehold, made improvements, and for many years engaged in the business of operating mining and shipping bituminous coal from its coal mine in Woodward Township Clearfield County, Penna. a copy of the partnership agreement among said three persons is attached hereto, as exhibit "A" and made a part hereof. 5: To No. 11 September Term 1927, Court of Common Pleas of Clearfield County, Penna. Charles W. Isenberg brought a bill in equity against his co-partners: S. B. Isenberg and William H. Isenberg, among other things, for the dissolution of said partnership. The proceeding resulted in a settlement whereby the then existing partnership was dissolved by the withdrawal therefrom of Charles W. Isenberg, the terms and settlement being a matter of record in the case last referred to. 6. Thereafter S. B. Isenberg and W. H. Isenberg continued the partnership in the same name, Red Tap Coal Mining Company and have been so engaged since March 28. 1929, their said Coal mine having been as a going Concern from time to time as the conditions of the trade permitted 7 Complainant by virtue of judgments assigned to her Nos. 278 to 281 inclusive Court of C. P. of Clfd. Co. Pa. is a judgment creditor of S. B. Isenberg & W. H. Isenberg in the aggregate sum of $2000.00 plus interest, attorneys commission & costs 8: The affair of said new partnership Red Tap Coal Mining Company have reached such pass that the partners have been unable to meet their current and accrued labor
	S. B. Isenberg W. H. Isenberg Co-partners trading as Red Tap Coal Mining Co.		
	Pro By atty C/C 3882	2.50	
	Shff McCloskey	6.90	
	Pff Writ Bill C/C 3882	23.40	
	Pro.	.50	
	Pro.	1.50	
4/12/30	Pro.	2.00	
	"	.50	
5/8/30	"	.50	
	"	.50	
7-25-30	"	.50	
9-16-30	" Rec auditors Report	2.00	
	" Rec acct	7.00 / 5.00	
		53.30	
Sept 22 1930 Recd of John Scollins Recor. Costs:- Atty 2.50 Shff McCloskey 6.90. Pff Writ Bill 23.40 Rec. and Rep. 7.00 Pro 1.50		Total Recd 53.30	
Geo. W. Ralston Atty.			

bills, power bills and other current expenses.

Wherefore your orator needs equitable relief and prays:-

1. That the partnership heretofore existing as Red Top Coal Mining Company was dissolved by the departure of the constituent members thereof on the 14th day of March-1930 and their abandonment of the partnership property.

2. That S B Isenberg and W H Isenberg by abandoning the property of the partnership and leaving the jurisdiction of your Honorable Court have forfeited their rights to liquidate the affairs of said partnership.

3. That a receiver be appointed to take possession of all the property of said partnership and to protect and to conserve the same and to expend such sums as may be indispensable in that behalf.

4. That the Court enjoin the defendants and all others from interfering in any manner with the property of the partnership, and with the Receiver in his possession and disposition of it.

5. That the Court, by its Receiver and appraisers inventory the items of property of the partnership and its liabilities and report the same to the Court.

6 That the Receiver whom the Honorable Court may appoint upon such terms and conditions as the Court may hereafter prescribe, proceed to liquidate the property of said partnership, and to hold the proceeds thereof for distribution to and among the persons and corporations entitled thereto.

7. Such other and further relief as the Court may deem proper. May Isenberg

Mar. 19-1930 Bond in the sum of Two Thousand Dollars with May Isenberg as principal and Fidelity and Deposit Company of Maryland, as Surety filed and approved the 19th Day of March-1930, By the Court: A R Chase P.J.

Mar. 19-1930 Order filed.

Mar. 19-1930, the foregoing bill of complaint having been considered and the Complaint having furnished indemnity bond in the sum of Five Thousand Dollars with satisfactory security and conditioned to the satisfaction of the Court, it is ordered, adjudged and decreed that John Scallins, Esq. be and he hereby is appointed Receiver for S.B. Isenberg & W. H. Isenberg, co-partners, trading as Red Top Coal Mining Company, until further order of the Court

It is further ordered, adjudged and decreed that a hearing be had on the 31st day of March, 1930, at 10:0'Clock a.m. to determine whether or not a permanent Receiver shall be appointed: in the meantime said John Scallins, Esq. shall give to all persons interested, including creditors and stockholders whose addresses are known or can be obtained, notice of the pendency of these proceedings, and of the date of hearing.

It is further ordered adjudged and decreed that the said John Scallins, Esq. now appointed Receiver, shall take into his custody and control as such Receiver all of the assets and property of said partnership trading and doing business as Red Top Coal Mining Company; and the said partnership and the members thereof and are hereby ordered and directed to deliver up and to surrender to the said Receiver all and every part of said property.

It is further ordered adjudged and decreed that

Continued on Page 274

(Continued from Page 273)

all persons, firms and corporations, what so ever be and they hereby are enjoined and restrained from any interference with the property of the said partnership in any manner what so ever; and that all persons be restrained and enjoined from taking possession of any of said property, or in any manner whatsoever hindering or interfering with the possession, custody and control of said Receiver.

This decree to become effective upon said Receiver furnishing a bond in the sum of Five Thousand Dollars, with security satisfactory to the Court conditioned for the faithful performance of the duties of his trust.

By the Court - A.R. Chase P.J.

March 19-1930 Receivers Bond in the sum of Five Thousand ($5000.) with John Scallins as principal and United States Fidelity & Guaranty Co. as surety filed and approved by the Court, A.R. Chase P.J.

Now March 21. 1930 Served the within Copy "In Equity" by handing a true and attested copy of the original by an adult member of his family at the residence of S.B. Isenberg As to W.H. Isenberg make return "Nichl Habet" So answer Ira C. McCloskey Sh'ff

April 2, 1930, Motion For Appointment of Appraisers & Order of Court, filed:

April 2nd 1930, John Scallins, receiver appointed by the Court in the foregoing case, having appeared in Court by his counsel and having moved for the appointment of two appraisers, Joseph Zeigler, and George Woodcock are appointed as such, with instructions immediately to inventory and appraise all of the assets which shall or may come into the hands of said receiver, in accordance with Equity Rule No. 46. By the Court, A.R. Chase, P.J.

April 2, 1930, Order Appointing Permanent Receiver Filed:-

Now March 31st, 1930, being the time appointed by the Court for a hearing to determine whether the appointment of a receiver for S.B. Isenberg and W.H. Isenberg, Co-partners trading as Red Top Coal Mining Company, and there appearing before the Court by counsel the plaintiff in the pending Bill in Equity and the temporary receiver named by the Court;

And it appearing to the Court that service of a copy of the bill of complaint was made at the residence of S.B. Isenberg, as appears by returns endorsed on the original bill of complaint, by Ira C. McClaskey, Sheriff of Clearfield County, and as to said W.H. Isenberg a return of nihil habet was made;

And it appearing to the Court that in pursuance of an order made by it on March 19th, 1930, the temporary receiver has given bond as required by the Court's Order and has sent notice to all known creditors of the defendants, whose addresses are known or could be obtained of the pendancy of these proceedings and of the date of hearing, and at this time there having appeared various creditors of the above named defendant, including several labor claimants, all of whom have concurred in the request that the receivership heretofore created be made a permanent receivership.

It is ordered, adjudged and decreed that John Scallins be and he is hereby appointed permanent receiver for S.B. Isenberg and W.H. Isenberg, Co-partners trading as Red Top Coal Mining Company, with all powers and rights conferred upon him in the Court's original order designating him temporary receiver of and for the defendants as is further expressed in the Court's order of March 19th. 1930.

It further appearing to the Court that in compliance with its order of March 19th, 1930, the said temporary receiver made a survey of the property committed to his control and custody, and it further appearing from all the testimony that a bond in the sum of Five Thousand ($5000) Dollars would be ample for the protection of all parties in interest during the permanent receivership, and it appearing further that John Scallins, as temporary receiver, has given bond with corporate security in that amount, to wit, Five Thousand ($5000) Dollars, it is directed and ordered that the bond heretofore given

(Continued to Page 275)

by John Scullins, temporary receiver, be continued until the discharge of the said John Scullins as permanent receiver upon a notation or rider to that effect by the insurer.

Said receiver is expressly authorized to employ such agents and assistants and counsel as may be necessary for the effectual discharge of the duties by this order conferred and to expend such sums as may be necessary for the preservation and security of the assets committed to his custody and control by virtue of his appointment; which disbursements and expenditures shall be a first and prior charge against the property entrusted to his care and custody and proceeds of any sale or distribution thereof authorized by the Court.

It Is Further Ordered And Decreed, That all prohibitions and restraining orders contained in the Court's order of March 19th, 1930, be and they are hereby continued in full force and effect until the further order of the Court in the premises.

It is further ordered and directed that the said John Scullins, within twenty days from the date hereof, make a report as to the character and extent of the property of S. B. Isenberg and H. H. Isenberg, Co-partners trading as the Red Top Coal Mining Company, the interests in and known claims against it, its income, producing capacity and the best method of realizing its value for the benifit of those interests

By the Court, A. R. Chase, P.J.

April 12, 1930, Inventory and Appraisement filed:-

Inventory and Appraisement of the goods and chattels, rights and credits of S. B. Isenberg and H. H. Isenberg, co-partners, trading as Red Top Coal Mining Company, taken and made in conformity with the above deposition:

Items	Valued At
1 Locomotive No. 6523	$1000.00
1 Locomotive No. 5802	1000.00
1 Ironton 5 ton combination battery & pole Electric Locomotive #1805 & Charging Set #1006)	400.00
1 #35-B Jeffrey Mining Machine	900.00
1 Goodman Universal Mining Machine #6124	1800.00
1 150 K.W. Ridgway Motor Generator Set complete, #1125-28R03, DC Panel - C.S. 1454	2000.00
1 10 H.P. General Electric Motor, out-of-repair	5.00
1 7½ H.P. General Electric Motor	50.00
1 Crocker & Wheeler Motor, 3 H.P.,	30.00
1 General Electric Motor, 3 H.P.	30.00
1 New Armature, Bayed	100.00
2 5 H.P. General Electric Motors,	80.00
1 General Electric Motor, 7½ H.P.	50.00
1 Lot of Bolts, Nuts & Mine Supplies	5.00
1 Westinghouse Starter,	1.00
1 Stove	1.00
1 Tile Building, 20 x 38, composition roof,	50.00
1 Blacksmith Shop & Oil House, 12x18	5.00
1 Drill Press, hand	5.00
1 Anvil	1.00
1 Part of forge	1.00
1 Lot of Scrap Copper wire (25) Insulated	25.00
1 Harris Pump, Centrifugal & G.E. 10 H.P. Motor	100.00
1 Stine Pump, Centrifugal & with 7½ H.P. G.E. Motor	100.00
1 Compensator, G.E. Switch	10.00
63 Mine Cars, on Tracks	315.00

Items	Valued At.
125 5-ft. Props	$5.00
Tipple & Trestling & Feede-house, 600 lineal ft.	300.00
5 ton Fairbanks Scale	25.00
Frame sand-house, 12 x 40, open side & end	5.00
Sand Dryer & Building 9 x 12 ($1.00)	6.00
5 ton Sand	50.00
Side-track, Railroad, 800 yds. 30 & 80# Rail	450.00
Anvil	.50
1 Car pusher	.50
1 car wrench	1.00
10 Mine cars (scrap)	5.00
1 Stove	1.00
1 Stable Building	5.00
1 Sand house	1.00
1 Office Building, 14 x 20	10.00
1 Stretcher & Cart	5.00
1 Roll of copper wire	3.00
4 Line Switches	10.00
Lot of Bearings, Pinions, Pump packing, Mica tubing, Splices, etc	20.00
1 Table	1.00
1 Stove	1.00
2 Keg assorted bolts	1.00
1 Lot of tools and Ratchet	2.00
1 Liner for Stine Pump - Brass	5.00
2 Road Jack	5.00
1 Lot of Insulators	
3 boxes wire hangers, bills & clamps	15.00
3 K.V. Pittsburgh Transformers	75.00
1 Tile Powder House	5.00
5 Boxes Pellet Powder	2.00
1 Lot of wood pipe	50.00
15 ton 16# Drail Rail	150.00
62 ton 30# Iron Rail	504.00
3000 ft. Copper Wire Outside 4-0 & Fixtures	150.00
3200 ft. Copper Wire Inside	160.00

Items	Valued At.
1 Spool #4 Wire	$20.00
1 Square "D" Switch	.50
10 gal. Can Oil	1.00
2 Boxes Bolts & Nuts	1.00
3 wood Pulleys	1.25
1 Bar Nipples & Pipe Couplings	.00
2 Large Gear Wheels	5.00
1 Fan House 9 ft. x 18 ft.	5.00
Westinghouse Motor 15 H.P. - 6 ft. Jeffries Disc Fan Belt & pulleys attached	300.00
1 10 H.P. Imperial Motor, out of service	5.00
1 Compensator	10.00
1 Square D. Switch	.50
1 Deming Pump (large)	50.00
1 Rock Drill	1.50
1 J. C. Stine Pump	50.00
1 J. C. Stine Pickup	60.00
1 Harris Pump	50.00
1 Harris Pump & General Electric 3 H.P. Motor	100.00
Office	
1 Flat-Top Desk	20.00
1 No. 3 Oliver Typewriter	5.00
1 Cabinet	10.00
2 Filing Cases	10.00
3 Office Chairs	3.00
2 Swivel Chairs	5.00
1 Hall Tree	1.00
1 Small Desk	5.00
1 Burroughs Adding Machine	15.00
2 Rugs	3.00
2 Index Cabinets	1.00
1 Linoleum	1.00
Total	$10033.75

We certify that the within Appraisement was made by us on the 9th Day of April, 1930. G. A. Woodcock, J. A. Zeigler } Appraisers

Contd on Page 279

May Term 1930

Bell, O'Laughlin & Silberblatt

Integrity Trust Company

April 8-1930 Bill Filed

To the Honorable A R Chase, President Judge of said Court

April 8

4

The Plaintiff avers that it is entitled to equitable relief upon the following facts,-

First: Integrity Trust Company is a corporation having its principal office in the City of Philadelphia, Pa.

Second: S B McCoy and Edna McCoy are residents of Beccaria Twp. Clearfield Co. Pa. and are the administrators of John McCoy, late of said Township, deceased.

Third: Irvona Coal & Coke Company, hereafter referred to, is a corporation of Penna. having its principal office in the City of Philadelphia, and having its principal mining operation in Beccaria Township, Clearfield County, Pennsylvania.

Fourth: Irvona Coal & Coke Company has for more than twenty years prior hereto, been engaged in the production of coal by underground mining, from lands held by it in fee or by lease in Beccaria Township, Clearfield County, Pa. or adjacent thereto, and have constructed maintained and operated for more than twenty years, a mining plant on and in said premises, equipped with systems of electric lighting, electric power transmission electric haulage, and other methods used in modern mines for the mining of bituminous coal in this coal field, making changes, replacements and additions as the work proceeds: and has also erected as a part of said plant and operation, various buildings, pole lines railroad tracks and other structures essential to and used in the operation of said mine.

Fifth: As a necessary part of said plant and its equipment, Irvona Coal & Coke Company has constructed, maintained and used for more than 10 years as an indispensable part of said mine and mining operation, a mine tipple and equipment, and has also constructed, maintained and used for said period, as an important part of said mine and mining operation, a blacksmith shop and the usual tools, and a sand house with its equipment and a lot of electric tools used in the carrying on of said mining plant

Sixth: As a necessary part of said plant and mining operation, Irvona Coal & Coke Company has for more than ten years last past, provided, supplied and used in the operation of said plant, motors and conveyors, electric locomatives, mine cars, mine rails and props, all of which are designed for use as a part of said mining operation

(Continued on Page 277)

Lveright & Smith

S B McCoy and Edna McCoy, Administrators of John McCoy, Deceased

Pro 4-15-30 Cty Atty 2.50
" 1.75
" .50
" .50
Sheff McCloskey 3.00
Pro .50
" 1.00
9.75

Pro Argt List .60
" 1.50
" Dis 1.00
" 12.85

Pro 1-28-31 .50

11-18-30 B O S

S Tu & B O S 8-12-31

Oct 6 1931 Recd of Geo M Ralston Costs Cash: Sheff 3.00 Atty 2.50 Pro 7.85 Total Recd 13.35
Geo M Ralston

Continued from Page 276 — Integrity Trust Company -vs- S. B. McCoy, et-al — #4 May Term 1930

and of the plant located, maintained and used for the mining and removing by underground mining, of the coal held by Irvona Coal & Coke Company in fee or by ~~~~ lease at the place where such operation is carried on.

Seventh: The said mining operation extends underground for upwards of 3½ miles from the mine mouth and tipple, and said mine & mining operation is equipped with electric light, electric haulage, electric power and the necessary appliances for the mining and bringing of said coal to the tipple.

Eighth: S. B. McCoy and Edna McCoy, administrators of John McCoy, deceased, brought an action of assumpsit against Irvona Coal & Coke Company in the Court of Common Pleas of Clearfield County, Penna. to No. 123 September T. 1929, averring as the cause of action non-payment of minimum royalty for the period from February 23, 1928 to February 23-1929 for the sum of $3600.00; the said minimum royalty being upon Coal underlying about 250 acres leased by the executors of John McCoy to Irvona Coal & Coke Company, by lease dated February 23-1916.

Ninth: The said action was proceeded so that a verdict was rendered and judgment entered thereon on the 17th day of Sept. 1929 in favor of the plaintiffs therein and against Irvona Coal & Coke Company for the sum of ___ Dollars.

Wherefore the Plaintiff needs equitable relief and prays the Court as follows:

First: That an injunction issue temporarily now, and permanent hereafter, restraining S. B. McCoy & Edna McCoy, administrators of John McCoy, deceased, from proceeding by writ of execution issued on judgment No. 123 Sept. T. 1929 in the Court of Common Pleas of Clearfield County, to sell the property levied upon by Percy E. Smith, Sheriff of Clearfield County as property of Irvona Coal & Coke Company and hereinbefore averred.

Second: That such other & further relief may be granted to the plaintiff as justice and equity shall require.

Third: That the defendants be required to pay the costs of this proceeding. And it will ever pray.

Integrity Trust Company By: W. Conger Jr. Vice Pres.

April 8, 1930 Preliminary Decree filed:—

Now, April 8th, 1930 this bill in equity being presented together with injunction affidavits and bond and the said matter being considered; it is ordered, adjudged and decreed that S. B. McCoy and Edna McCoy, administrators of John McCoy, deceased, be enjoined and restrained from proceeding by writ of execution issued on judgment 123 September Term 1929 in the Court of Common Pleas of Clearfield County to sell the property levied upon by Percy E. Smith, the then Sheriff of Clearfield County, as the property of Irvona Coal and Coke Company, and being the following property. One mine tipple and equipment; Four motors and conveyers; Two 13 electric locomotives; One lot of mine rails; One lot of mine rope; One Hundred mine cars; One blacksmith shop & tools; One sand house & equipment; One set of electric tools. This injunction to be considered dissolved unless a motion to continue the said injunction be argued on the 21st day of April, A. D. 1930, unless otherwise specially ordered by the Court.

The bond presented on behalf of the plaintiff to be filed as the security required in this proceeding. By the Court, A. R. Chase, P. J.

April 8, 1930, Injunction Affidavits of H. V. Conger, Jr. Vice Pres. of Integrity Trust Co. and Louis C. Emmond, Pres. of Irvona Coal & Coke Co. filed.

April 8, 1930, Bond in sum of $5000.00 with Indemnity Insurance Co. of North America, Surety, filed.

(Continued on Page 278)

Continued from Page 277 — Integrity Trust Co -vs- I.B. McCoy et-al — # 4 May Term 1930

Now April 8, 1930, Writ of Injunction Issued:-
Now, April 9, 1930, service of the within accepted by copy. Liveright + Smith, Attys. for defendants.
Served the within writ of Injunction upon:- Now April 9, 1930, service accepted for defendants
I.B. McCoy and Edna McCoy, Administrators of John McCoy, Deceased by Liveright + Smith
Attorneys for defendants, as per endorsement hereon. So Answers, Ira C. McClaskey
Now April 9, 1930, service of within accepted by 3 copies. Liveright + Smith, Attys. for Defts.
April 16 1930 By paper filed Liveright + Smith Attys enter their
appearance for Defendants.
April 21. 1930 Motion to dissolve preliminary injunction filed
April 29. 1930 Answer raising preliminary objections to the Bill filed
Now. April 29. 1930 service accepted reserving all legal objections
to the answer. Bell, O'Laughlin + Silberblatt, Deft's attys
Now April 30. 1930 the Preliminary Injunction herein is
dissolved; Costs to be paid by the Integrity Trust Company
Exceptions noted and Bill sealed. By the Court. A.R. Chase P.J.
May 1. 1930 Exceptions to Order of Court made Apr 30. 1930 filed by
Plaintiff with service accepted May 2. 1930 by Copy. Liveright and
Smith. attys for Deft.
May 17. 1930 Motion to put Preliminary Objections on Argt List service
accepted by copy Bell, O'Laughlin + Silberblatt attys
Opinion and Order of Court:-
Now. Nov. 18. 1930 exceptions of the Plaintiff Quashed.
Exceptions noted and bill sealed. By the Court
Jan 28 - 1931 ~~Arnold~~ A.R. Chase P.J.
Arnold + Smith enters their apperance for the Deft.
July 27. Pet for authorization to accept settlement for Specsale
Master to make settlement filed
Order of Court:- The petition of the Administrators of the Estate of
John McCoy, submitted and considered, and thereupon said
Administrators are authorized to accept the sum of
One Thousand Dollars from Gus M. Gleason Special
Master, in settlement of their Judgment obtained
against Irvona Coal + Coke Company recited in their
petition; and the said Special Master is authorized
to pay the same and take credit therewith in his
accounting. By the Court. A.R. Chase P.J.

Contd from 275 May Iseuberg vs S. B. Iseuberg #3 May T. 1930

Apr 22. 1930 Motion for extension of time to file preliminary report of receiver and order of Court filed

April 22. 1930 the foregoing Motion presented and considered and John Scollins, receiver is granted until May 15. 1930 to make his first report to the Court originally directed to be filed within 20 days of March 19 1930. By the Court. A R Chase P.J

May 8. 1930 Petition for leave to make private sale of assets filed

Order of Court:- May 8 1930 the foregoing petition of John Scollins, Receiver of Red Top Coal Mining Company presented and considered: thereupon it is ordered, adjudged and decreed that the said receiver be and he hereby is authorized to sell at private sale such equipment, materials and other assets of said firm in receivership as he can dispose of at their appraised value or better, without further instructions from the Court.

It is further ordered that as soon as conveniently can be done he make report to the Court of what he shall have done by virtue of this authorization, reserving to the said receiver the right at a later date to petition the Court for leave to make public sale of the residue of the property of the firm in receivership not sold at private sale. By the Court A R Chase P.J

July 28. 1930 Receivers Interim Report and Petition for leave to make public sale and Order of Court filed.

Order of Court: July 28. 1930 the Receivers interim report and petition for leave to make public sale of the assets, read and considered; and the Receiver is hereby authorized and directed to offer the undisposed of assets of S. B. Iseuberg and W. H. Iseuberg, Co. partners, trading as Red Top Coal Mining Company at public sale after due notice and advertisement by publication for not less than three weeks in the Houtzdale Citizen and the Raftman Journal, newspapers of general circulation in Clearfield County. He is also required to give notice of the proposed sale to all known creditors by ordinary mail. The notices shall set forth briefly the principal items proposed to be offered.

The Receiver is also empowered to give other notice by posters or such other means as he may deem appropriated, of the proposed sale, and is empowered to adjourn the sale from time to time as may be to the best interest of the estate in receivership, without giving further public notice thereof.

The Receiver is directed to make a report of the sale to the Court within ten days after its conclusion, and to announce the date of presenting his return at the time of the final sale made. In the event that no exceptions are filed the sale will be confirmed on presentation of the report. By the Court

Sept 16. 1930 Receivers Second Report and Return of Sale filed A R Chase P.J.

Sept 16. 1930 Respectfully Comes your receiver John Scollins and makes further report and his return of public sale as follows:-

The sale was set for Aug 22. 1930 at three o-clock P.M. and at that time your receiver disposed of the personal property and Mining Machinery and equipment of the firm publicly following Competetive bidding.

The amount realized from said public sale was $4.709.25.

Your Receiver prior to offering said equipment and Machinery offered at public sale at Houtzdale the office furniture of the firm and realized therefrom the sum of $260.00. The funds realized from both sales, together with the money previously paid the receiver through private sales, is in his hands less disbursements that he will refer to hereafter

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Continued from Page 257 — Peoples Pittsburgh Trust Co. — vs — Milliron Construction Co. et-al — #1 Feb. Term 1930

the said mortgage, and the holders of the said bonds and the plaintiff as Trustee, are entitled to the benefit of such lien.

Six. Unless the said defendant, Milliron Construction Company, or Delos E. Hibner, Trustee in Bankruptcy for the Milliron Construction Company, shall, within 3 days from the date hereof, pay to the plaintiff the said amounts of principal and interest and insurance premiums, less the sum of $1060.00 as aforesaid, and moneys advanced for fire taxes, if any, and the costs of this suit, together with compensation shall also pay all unpaid of the Trustee and its reasonable expenses and attorneys' fees, then the said plaintiff, Trustee, is hereby authorized, empowered and directed to sell, at public auction, to the highest and best bidder, all and singular the property of the defendant, Milliron Construction Company, now subject to said mortgage, of every kind and description and as set forth therein.

Seven:- Such sale shall be made by the plaintiff as Trustee, its attorneys or agents, free and clear of all liens and encumbrances, and shall be held on the mortgaged premises in City of DuBois, Clearfield County, Pennsylvania, on the ____ day of ____, 1930, at ____ o'clock M., after notice stating the time and place of sale and a brief general description of the property to be sold, and whether the same is to be sold in parcels, or in one lot, given by the Trustee by publication once a week for four successive weeks in DuBois Courier and DuBois Express two daily newspapers published in the City of DuBois, Pennsylvania, for four successive weeks prior to said sale. The Trustee shall also, prior to the first publication of said notice, give written notice thereof to the defendant, Delos E. Hibner, Trustee in Bankruptcy for Milliron Construction Company, and to the said defendant, Milliron Construction Company, the Trustee may give such other advertisement of notice as it may deem advisable. Twenty (20) per Centum of the purchase money shall be paid by the Trustee, in cash, at the time of the acceptance of the bid, and the balance within 5 days thereafter.

Eight. Any purchaser, for the purpose of making settlement or payment for the property purchased, may make payment of the amount of his bid, or any part thereof, in excess of the cash required as aforesaid as, for the payment of all costs, charges, fees, expenses and taxes, by using and applying any bonds and any matured and unpaid coupons, by presenting the same, in order that there may be credited thereon the sums applicable by way of distribution, on account of the payment thereof, out of the proceeds of such sales, to the owner of such bonds and coupons as the ratable share thereof in the net proceeds, after making any deduction on account of costs, taxes, expenses, compensation and other charges.

Nine. The Trustee may adjourn said sale, from time to time, as it may deem advisable, by announcement of the time and place appointed for such sale, or for such adjourned sale, and without further notice or publication, and the Trustee may reject any and all bids.

Ten. Upon completion of any such sale or sales and payment of the purchase money as aforesaid, the Trustee shall execute, acknowledge and deliver to the accepted purchaser or purchasers good and sufficient transfers, deeds and conveyances for said property, vesting full and complete title to the said property in the purchaser or purchasers thereof, and all of the defendants in this proceeding and all parties claiming under them, or any of them, shall be barred and foreclosed of all claim, lien, or equity of redemption in said mortgaged premises and every part thereof.

Eleven. The Trustee shall make report of such sale and of its action, in pursuance of this decree, together with application of the proceeds of the sale, to the end that the same may be filed of record in this case, and that the Trustee may apply to this Court hereafter for such further order or orders, if any, as the Trustee may deem advisable.

By the Court,

A. R. Chase, P. J.

Continued to next Page

May 19 1930 Request for additional Finding

Now May 19 1930 By agreement of Counsel the Court makes the further additional finding of fact.

The following items now on the mortgaged premises are covered by the Mortgage of the Peff to wit:- Electric elevator. Electric equipment and fixtures Plumbing heating and sprinkler equipment. 1 Rip Saw. Recv. No 170. 1 Motor Recv. # 171 1 Plane or Jointer (Recv No. 169. 1. Motor Recvrs No. 168. 1 Band Saw. Recv No. 172 1 Compressor Tank, Rec No 173. 1 Lathe. Rec No. 175. 1 Emery Wheel Recv No. 176. 1 Sensee Drill Press Recv. No. 177. 1 Large Drill Press. Recv. No 179. 1 Grindstone Recv No 178 1 Drow Saw Recv. No 180. 1 Press Power Hammer. Recv No 181. 1 Anvil. 1 Forge Blower. 1 Motor. Recv. No. 175.

And Now the 19th day of May. 1930 it is ordered and directed that the sale upon foreclosure shall include the items of property set forth in the foregoing finding of fact and as the other items of property and the proceeds as to such thereof as has been sold by Mr D. E. Hibner. Trustee in Bankruptcy. the said articles shall not be sold by the Trustee at the foreclosure sale. but any claim which the plaintiff herein has or may have to any of such property or the proceeds thereof shall be presented to and disposed of by the Referee in Bankruptcy. By the Court A R Chase P J

May 27 1930 Notice of service of failure to Comply with order of Court filed Served the foregoing notice on the Milliron Construction Co. Inc. and upon Delos E. Hibner Trustee in Bankruptcy of Milliron Construction Co. Inc in the manner following On the 24 day of May. 1930 on Milliron Construction Co. Inc. by serving the same on W. W. Milliron Pres. by making known to him the contents thereof and delivering to him a true & correct copy thereof and on the 24 day of May 1930 on the Trustee in Bankruptcy for the Milliron Construction Co. Inc. by making known to him the contents thereof and leaving with him a true and correct copy thereof. L W Smiley. Const

July 14. 1930 Return of Sale and petition for confirmation filed, der of Court:- And Now. to wit. This 14th day of July. 1930. the within Return and Petition of the Peoples Pittsburgh Trust Company. Trustee in the above entitled Case, having been duly presented in open Court, upon Consideration thereof and upon motion of Bell. O'Laughlin & Silberblatt. of Counsel for the said Trustee. the said return is ordered filed. and the same and the sale reported therein are hereby confirmed Ni Si, the said Confirmation to become absolute at the expiration of ten (10) days from the date hereof without further order. unless exceptions are filed thereto in the meantime and, upon said Confirmation thus becoming obsolute. the said Trustee is authorized and directed to execute, acknowledge and deliver to the said purchaser, Standard Life Insurance Company of America. a good and sufficient deed for the said property so sold to it. By the Court. A. R. Chase P. J

July 14. 1930 Notice of Confirmation Ni Si of Trustees Return of sale accepted by Arnold & Smith Attys for Delos E. Hibner, + Peutz & Peutz Attys for Du Bois N. Bank Trustee Jas. P. O'Laughlin. Atty for Interstate Trust & Banking Co.

May Term 1930

Bell & Laughlin & Silberblatt	The New York Central Railroad Company		April 21. 1930. Bill of Complaint filed 3 Copies Certs to Sheriff
April 21	5		The New York Central Railroad Company, a corporation organized under the laws of the State of New York, and operating a line of railroad in and through the County of Clearfield, State of Pennsylvania, brings this its bill of complaint against Alice Yoder, as administratrix of the goods, chattels and credits of Samuel E. Yoder, deceased, who was a resident of the Township of Bell, County of Clearfield, State of Pennsylvania and your Orator complains & says:
	Alice Yoder, as Administratrix of the Estate of Samuel E. Yoder, deceased		1. That at all times hereinafter mentioned your orator owned and operated, and now owns & operates as a common carrier within the County of Clearfield, Penna. a line of railroad which passes thru the Township of Bell and the Borough of Mahaffey in said County of Clearfield. That on or about the 14th Day of September 1929, the above named Samuel E. Yoder, husband of the said Alice Yoder, was employed by your orator as a trackman, and while so employed, without any negligence or carelessness on the part of your Orator, the said Samuel E. Yoder, sustained certain injuries resulting in his death on or about the 14th day of September 1929, and thereafter to wit, on or about the 31st day of October 1929, the said Alice Yoder, administratrix of the goods, chattels and credits of Samuel E. Yoder, deceased, brought suit in the United States District Court for the Southern District of New York, against your Orator to recover damages sustained by reason of said employment and injuries and death of the said Samuel E. Yoder, a true and correct copy of the complaint filed in said suit being hereto attached, and made part hereof, marked "Exhibit A".
Pro	2.50		
"	1.50		
"	.50		
"	.50		
Shff McCloskey	11.00		
			2. Your orator avers that it maintains offices and depots with persons in charge thereof, and is and at all times material hereto has maintained the same within the County of Clearfield and State of Pennsylvania and is and has been amenable to service of process in an action in trespass in said County.
			3. That said Alice Yoder on the 31st day of October 1929 and prior thereto, was a resident and citizen of the Township of Bell, Clearfield County, Pa.; and since that date is a resident and citizen of the said Township, County and State, and still is a resident of the said Township, and of the Western District of Pennsylvania, where at all times the Court

Continued Page 283 next page

of Common Pleas of the said County of Clearfield and the District Court of the United States have been and are open to the said Alice Yoder, Administratrix, for the institutions of actions upon the cause of action alleged in the said complaint, and actions brought therein can be tried with reasonable dispatch and promptness. That your orator could have been and can be compelled to answer any suit or legal proceeding brought by Alice Yoder, administratrix, against it in the said County of Clearfield and in the said United States District Court, and in the event of a verdict or judgment against it, your orator could be compled by the defendant to pay such verdict or judgment or verdict. all of which facts averred in this paragraph were known to the defendant herein at the time of her bringing suit in the United States Court for the Southern District of New York.

4. Your Orator avers that there are several witnesses material and necessary to its defense in the said action, some of whom where at that time residents of the said County of Clearfield, and are still residents thereof. That if your Orator is compelled to defend the case in the Southern District of New York, it will not be able to compell the attendance in Court as witnesses as any such persons. That your Orator would be under grevous legal disabelity in trying said case in the State of New York. In view of the nature of the action brought by the defendant in the United States Court for the Southern District of New York as aforesaid, and of the variety and scope of testimony which may be offered in support of the defendants claims set up in said action, it is of vital importance to your Orator that its witnesses be present in person and that it be not required to depend upon depositions in the trial of the case. Your Orator would also suffer great disadvantage in the trial of said cause in the City of New York, by reason of practical and legal disability to secure the presence there of witnesses whose testimony would be of value by way of rebuttal of testimony introduced by the defendant herein in such trial, and which witnesses would likely be readily obtainable if said action were tried in the County of Clearfield, Penna. where the accident out of which the action arose took place. Your Orator, if required to depend upon the depositions of witnesses, would also be deprived of the advantage of having said witnesses brought in person before the jury in Order that the jury may hear them testify and observe them while so doing. Your orator would also be subjected to the risk of having its witnessed, immediately before or at the time of the trial fail to attend, although having previously agreed to do so, thus depriving your Orator of the benefit of their testimony altogather by reason of its inability to compel their attendance to obtain their depositions on such short notice.

5. Your Orator further avers that it will be put to very great inconvenience and expense and will suffer very considerable disadvantage if compelled to defend said cause in the City of New York, by reasons of being obliged to transport to said City and maintain there, such of its witnesses as may be willing to appear and testify in said City, if there should be any such. Plaintiff is informed and believes and, therefore avers, that the Calendar of the United States District Court for the Southern District of New York has become greatly congested with Business of this character, so that it is often difficult to determine with any degree of certainty when a case will actually be called for trial. It is often necessary, therefore, to keep witnesses in attendance and maintain them where they may be accessible and readily called for trial, for several days before the trial of the cause in

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Continued from page 283 New York Central R.R.Co vs Alice Yoder #5 May T 1930

actually reached great and unjustifiable danger of not being of said trial, witnesses and who might be led by their own interests jurisdiction of said Court. disability of your Orator to secure said witnesses would be obviated if said cause were tried in the County of Clearfield, State of Penna aforesaid.

6. Your Orator further avers that it would be in the interest of justice, and would enable the jury to more intelligently pass upon the evidence in this case, if the said jury were required and sent by the trial Court to view in person the location of the accident out of which the said action arises; that it is within the discretion of the Court of Common Pleas of said County of Clearfield and of the said District Court of the United States for the Western District of Penna. to send a jury to view the premises in such an action: that it would not be within the power of the United States District Court for the southern district of New York, in which the action hereinbefore mentioned was brought, to send a jury empaneled in said Court to try said cause of action, to view the location of the accident, the said location being without the jurisdiction of the said Court and without the limits of the State of New York: by reason of said fact, your Orator would be deprived of its rights in this respect and of the measure of justice that would lawfully accrue by reason of a personal view of the scene of the accident by the jury, and the defendant in this bill would obtain and undue and unjust advantage over your Orator in the trial of said cause in the United States District Court for the Southern District of New York.

7. Your Orator avers that at the present time, and for some time past, the movements and operations of freight and other commodities has been irregular and your Orator has been obliged to adjust the duties of its several employees accordingly. That all of its available employes are now engaged in the discharge of their duties, including the operation of trains, and that it will cause great inconvenience and damage not only to your Orator but to the public, if your Orator is compelled to take its employes out of the State of Pennsylvania in order to appear at the trial in the City of New York, and in order to properly present the facts in the action brought by the said Alice Yoder, administratrix, against your Orator, it will be necessary to produce certain of the employes of your Orator as witnesses at the trial.

Wherefore your orator prays:

1. That a preliminary injunction, thereafter to be made permanent, be issued against the defendant herein, Alice Yoder, administratrix of the goods, chattels and credits of Samuel E. Yoder, deceased, restraining and injoining her from maintaining carrying on or prosecuting any suit or proceeding by her instituted or to be instituted in the United State District Court for the Southern District of New York, against your Orator to recover for personal injuries to and death of said Samuel E. Yoder,

Contd. to page 285

suffered or sustained by reason of the accident hereinbefore referred to on or about the 14th day of September 1929, and particularly that said defendant be restrained and enjoined from in any manner assisting, aiding or engaging in the prosecution of the aforesaid suit in the United States District Court for the Southern District of New York.

2 That the Court may grant your Orator all other and further relief grantable in Equity.

And it will ever pray, etc.,

The New York Central Railroad Company

By: Jas. P. O'Laughlin, Its attorney.

April 21-1930, Rule to show cause filed

Now the 21st day of April A.D. 1930, Rule is granted on the defendant Alice Yoder, administratrix of the Estate of Samuel E. Yoder deceased, to show cause why preliminary injunction + other rele should not be granted as prayed for in the foregoing Bill. Returnable 1st Monday of May at 10 o'clock a.m. By the Court, A. R. Chase D.J.

Rule issued April 21-1930.

April 21-1930 affidavit of P. M. Barrow filed

April 21-1930 affidavit of Dates N. Johnston filed.

April 21-1930 Bond of New York Central Railroad Company and National Surety Company filed.

Now April 24 1930 served the within rule with Bill of Complaint on Alice Yoder Admrx. of the Estate of Samuel E Yoder deceased by handing to her personally at her residence in Bell Township a true and attested copy of the within rule and Bill of Complaint and Making known unto her the Contents thereof. So ans Dra C. McCloskey Sheriff

May Term 1930

Boulton & Boulton	Clearfield Consolidated Collieries, Inc.		April 29, 1930 Bill of Complaint filed. 3 Copies Certs to Sheriff
April 29	6		1. That your Orator is a corporation organized under the laws of the State of Pennsylvania, having its principal office in the Borough of Clearfield, County of Clearfield and State of Pennsylvania.
	B. R. Brown Tax Collector		2. That the defendant B. R. Brown is a resident of New Millport, County of Clearfield, and State of Pennsylvania and Tax Collector for the Township of Knox.
	Pro	2.50	3. That on or about the day of May,
	"	50	1929 your Orator became the purchaser of
	"	50	certain equipment and personal property
	"	1.75	from Harold J. Boulton, said property being
Shff. McCloskey		4.20	the same as Harold J. Boulton & Boulton
		60	purchased from F. Carter Bell, Receiver of Maple Run
Pro		1.50	Coal Company, said Receiver having been appointed
Pro		50	by your Honorable Court on Petition of Clearfield
		11.55	Trust Company to No. 3 September Term 1928.
			4. That F. Carter Bell, Receiver of Maple Run Coal Company in carrying out the duties of his office, collected the assets of said Company, made distribution, filed his report which report was confirmed Ni Si September 10, 1928 and absolute September 17, 1928, in which is shown a schedule of distribution to creditors.
			5. That on or about the day of April, 1930 the defendant B. R. Brown, posted a notice of Collector's sale upon the property of your Orator said notice being to the effect that certain enumerated property would be exposed to public sale on Monday May 5-1930 as the property of the Maple Run Coal Company for collection of County, state, school and road taxes for 1928 and 1929.
			6. That your Orator avers that this property is not the property of Maple Run Coal Company
			7. That your Orator avers that the taxes for the year 1928 were presented to F. Carter Bell, Receiver and paid.
			8. That your Orator avers that said Collector's sale to be made May 5-1930 is without right or authority of law either as to the taxes of 1928, which were presented to the Receiver, or for the taxes for the year 1929.
			Wherefore, Complainant prays
			(a) That the Court enjoin and restrain B. R. Brown, the defendant, from exposing to public sale the property of the Complainant for any taxes assessed.
			(b) That the Court order and direct such other and further relief in Complainant's

behalf as may be just and equitable.

Clearfield Consolidated Collieries Inc.,
By: Harold J Boulton, President.

Order Now April 29-1930, the within Bill having been considered, an injunction, preliminary until hearing, is hereby granted, enjoining and restraining the defendant, B R Brown, from exposing or offering for sale any of the property so levied upon by him and advertised to be sold on the Fifth day of May, A.D. 1930, and Rule to show Cause why injunction should not be made permanent Ret Monday May 12-1930 at 10 o'Clock A M.

By the Court, A.R. Chase P.J.

April 29-1930 Injunction issued.

May 1. 1930, served the within writ of Injunction upon B.R Brown Tax Collector with Bill of Complaint by personally handing to him a true and attested copy and making known unto him the contents thereof

Ira C. McCloskey Sheriff

Dec 20. 1930 Dec Jan Argt List

Jan 13. 1931 Order for Decree Pro Confesso filed.

Now Jan 13. 1931 on Motion of Counsel for Plaintiffs after due proof of service on the defendant, no answer having been filed and no appearance entered it is ordered that the Bill in Equity in this case be taken pro Confesso and Counsel for the plaintiffs are directed to draw a form of final decree and to submit it to the Court for Consideration and for disposition and entry of such final decree if it meets the approval of the Court,

By the Court A R Chase P.J

May Term 1930

Liveright + Smith.	A E Leitzinger and John F Leitzinger trading as Leitzinger Brothers A N Leonardson Company a corporation Fullington Auto Bus Company a corporation I Kantar, Jake Kantar H Kantar, trading as Kantar + Sons, T R Lytle + John Lytle trading as Lytle Brothers Ralph T Hunter, for themselves and others in like situation.		April 30-1930 Bill filed. + Copies Cert to Sheriff 1. Complainants A E Leitzinger and John F Leitzinger, trading as Leitzinger Brothers, A N Leonardson Company, a corporation, Fullington Auto Bus Company, a corporation, I Kantar, Jake Kantar + H Kantar, trading as Kantar + Sons, T R Lytle and John Lytle, trading as Lytle Brothers, and Ralph T Hunter are residents in and/or have their places of business in the Borough of Clearfield Clearfield County, Pa. 2. W A Hagerty, defendant is burgess of Clearfield Borough, Roy A McMullin, defendant is Chief of Police of said Borough and Ernest H. Woolridge, defendant is a patrolman in said Borough. 3. Complainants appear herein on behalf of themselves and as representatives of others in like case and situation, doing business on Market Street or on Second Street in the Borough of Clearfield, Clearfield County, Pa 4. An important intersection in the Borough of Clearfield is at Market + Second Sts. 5. Prior to May 1-1930 traffic on said Streets has been permitted to make right hand turns 6 To become effective May 1-1930, W.A. Hagerty burgess as aforesaid, has promulgated what is termed a police order directing that the current of traffic shall travel along Second Street and along Market Street without making any turns of any sort or character, thereby compelling travelers by automobile or other vehicle to go straight through at said intersection. 7. Said police order has been entrusted for its enforcement to Roy A McMullin and Ernest H. Woolridge, the other two defendants herein named, who are police officers of the Borough of Clearfield duly appointed to such positions 8. Pursuant to their instructions to that end said police officers have caused a traffic signal at the intersection of Second + Market Streets to be marked with the legend "No Turns" and have lined both Market + Second Streets to indicate a path for through traffic only and have given notice to the public by word of mouth that they proposed enforcing the so called police regulation proposed to be put into effect by defendant W. A. Hagerty as at May 1-1930. 9. Complainants, except Fullington Auto Bus Co., are merchants having places of business to wit, retail stores on Market Street, between
April 30	7		
	W. A. Hagerty		
	Roy A McMullin		
	Ernest H. Woolridge		
	Pro By atty	2.50	
	Pro	1.75	
	"	.50	
	"	.50	
	Sheff McCloskey	5.50	
	Pro	50	
	"	50	

Second and Third Streets in the Borough of Clearfield, Clearfield County, Pa.

10. Fullington Auto Bus Co. is a public service company, under the laws of Pennsylvania, duly certified under the public Service Commission of the Commonwealth of Pennsylvania, its authorized route under its certificate of public convenience permitting it to traverse both Second & Market Streets, and to turn in from one of said Streets to the other.

11. Complainants herein, other than Fullington Auto Bus Co. will be irreparably injured by the enforcement of the proposed traffic regulation which defendants threaten to put into effect on May 1-1930 their business will be greatly impaired, Customers will be driven from their stores and they will be much inconvenienced should they regulation became effective.

Where Complainants are in need of the aid of the equitable powers of the Court which they here respectfully invoke and they pray the Court to order and direct substantially as follows,-

(a) That N. A. Hagerty, Ray A. McMullin and Ernest H. Woolridge and each of them, their agents, employees and servants, be enjoined and restrained from putting into effect and/or enforcing a traffic regulation prohibiting vehicles from turning at the intersection of Market and Second Streets in the Borough of Clearfield, Clearfield County, Pa.

(b) That said N. A. Hagerty, Ray A. McMullin and Ernest H. Woolridge, their agents, employees and servants be enjoined and required to remove from the traffic standard at Market and Second Streets all signs reading "No Turns".

(C) That the Court award such further and other relief as may be adequate, appropriate and equitable in the circumstances.

A. E. Leitzinger & John J. Leitzinger, trading as Leitzinger Brothers, A. N. Leonardson Company, a corp. Fullington Auto Bus Company, a corp., D. Kantor Jake Kantor & A. Kantor trading as Kantor & Sons, J. R. Lyttle & John Lyttle, trading as Lyttle Brothers, Ralph J. Hunter.

By: Liveright & Smith, Their attorneys.

April 30-1930 Order filed. Now, April 30, 1930 the above cause having been heard on bill and affidavits, on motion of Liveright & Smith attorneys for the plaintiffs, it is ordered & decreed that a preliminary injunction issue upon security being entered in the sum of $500.00 said injunction to be taken as dissolved unless the motion to continue the same be presented and argued on the 3rd day of May, 1930 at 10 O'clock A. M. or at such future date as the Court may direct.

Said injunction shall run to N. A. Hagerty, Ray A. McMullin and Ernest H. Woolridge, their agents, servants and employees; and shall enjoin and restrain them from putting into effect a proposed regulation to prohibit the turning of vehicular traffic at the intersection of Market and Second Streets in the Boro. of Clearfield, Clearfield County, Pa., and shall command them to remove from the traffic standard at said intersection all notices reading "No Turns".

April 30-1930 Injunction Issued By the Court - A. R. Chase P. J.

April 30-1930 Injunction Bond filed and Now April 30-1930 Bond approved, By the Court, A. R. Chase P. J.

April 30-1930 Injunction affidavits of Jos. T. Lehman & Samuel Powell filed.

Contd to Next Page

Contd from Page 289 A. E. Leitzinger et ux vs W A Hagerty No 7 May T 1930

Now May 1. 1930 served the within Bill of Complaint on W A Hagerty Roy A. McMullin and Ernest H Woolridge by handing to each of them personally at the office of W A Hagerty, a true and attested copy of the same and making known to each of them the contents thereof So ans Ira C. McCloskey, Sheriff

Now May 1. 1930 served the within Order Awarding Injunction on W A Hagerty, Roy A McMullin and Ernest H Woolridge by handing to each of them personally at the office of W A Hagerty a true and attested copy of the same and making known to each of them the contents thereof. So ans Ira C McCloskey Sff.

May 2. 1930 By paper filed Carl A Belin Atty enters his appearance for Defendants.

May 3 1930 Petition for leave to intervene filed

Now Oct 15 1930 this proceeding is dismissed. No bill of costs to be filed by either Plaintiffs or Defendants. By the Court

A R Lehane PJ

Cont'd from Page 279 No 3 May T. 1930 May Iseuberg vs Red Top Coal Mng Co

Your receiver attaches hereto proofs of publication made by him.

In the Course of the administration of his trust, the receiver has been compelled to disburse various sums of money for the protection, preservation and salvage of the estate. Said disbursements total $1,148.70 and the items making up said aggregate are shown on the list hereto attached, marked exhibit A and made a part hereof.

The receiver respectfully asks the Court to confirm the public sales as aforesaid made, the items entering into not having been disposed of to many purchasers and in his Judgment the best prices obtainable for said items having been realized.

Further in his behalf your receiver states that the delay in handing up his report for Confirmation has been due to the fact that some of the purchasers did not settle immediately and it became necessary for him to defer his report until they made settlement with him.

Your Receiver is desirous of filing his final account and to that end he respectfully asks that the Court fix fees of his Counsel and himself for services rendered throughout the receivership and that a proper allowance be made to the Counsel for the plaintiff in the proceeding on which the receivership rests. And he will ever pray

John Scollins

Order of Court:- Sept 16 1930 the foregoing return of sale of John Scollins Receiver of S. B. Iseuberg and W. H. Iseuberg, Co. partners trading as Red Top Coal Mining Company presented and considered: and said return is confirmed absolutely.

The receiver having petitioned the Court for an award of Compensation for himself and for Counsel for services rendered and to be rendered in the receivership Court does hereby fix said Compensation as follows:

Receivers Compensation	500.00
Fee to Counsel for plaintiff	100.00
Fee to Counsel for receiver	400.00

The Receiver is authorized to make disbursement of said amounts allowed by the Court as Compensation and to take Credit therewith in his final account.

The Court further approves the disbursements made by the receiver as shown by exhibit A. attached to his second report as items necessary in the performance of his duties.

By The Court. A. R. Chase P J

Oct 6 1930 First and Final Account of John Scollins Receiver filed to be advertised by Receiver.

The accountant Charges himself as follows;

1930 March 19, To Coal sold:

W. M. Hallenback, Phila, Pa		0.1..06	
PRR 15 6505: 58.05 Tons at $1.20		69..66	
PRR 139259: 77.60 Tons at 1.20		93..12	
PRR 145990: 54.85 Tons at 1.20		65.20	
Producers Coal & Coke Co. Johnstown, Pa.			
PRR 2993 25: 52.00 Tons at $1.25		65.00	
PRR 15 4680: 47 40 Tons at 1.25	59.25		352.23
May 15 To J. E. Hutchinson, Rock Cedar			10.00
24 To Empire Coal Mining Co.			
73 Mine Cars		350.00	
6 Line Switches		10.00	
Insulators (Loan)		50.00	
2 square D - Switches		3.00	
10 Ton 30# Rail		80.00	493.00

Cont. Page 1

Cont. Page 2

Cont. Page 3

Cont. Page 211

May Term 1930

Bell O'Laughlin
Silberblatt

May 3

Verne Fox and
Pearl Fox
Pffs

8

Mrs Bertha Nolf
Mrs Frank C. Fox +
John G. Fox
Defts

Pro 2.50
" 4.00
5-26-30 " 5.0
" 50
Shff McCloskey 11.40
Shff Lane Co Pd by Pffs atty 1.200
Pro 50
" 50
" 50
Shff Lane Co 2.00
J E Riddle 1.45
N R Lamoreaux 1.20
Master fee Pro 125.00
Pro 4.00
" rule 2.10
Shff McCloskey Pd by Pffs atty 10.50
Shff Lane County Oregon 2.80
Pro 50
" 50
" 50
Bell O'Laughlin + Silberblatt Pffs atty 250.00
Pro 5.00
41.79.5

10-27-31 St to Pffs atty

Dec 28 1931 Deed of Bell, O'Laughlin & Silberblatt Attys Costs of Prothy. only $21.60
Leo M Rabkin
Pro.

May 3 1930 Bill in Equity filed
9 Copies Certified to Shff.

To the Hon A R Chase PJ of said Court:-

Your Orators Complain and say:-

1. That W. B Fox late, in the Borough of Curwensville and state of Penna on the 30th day of April 1920 and by his last Will and Testament duly probated in the office of the Register of Wills in and for the County of Clearfield. he provided that his wife, Josephine Fox, should occupy the homestead property and have the income from certain properties and business during the remainder of her natural life, and further provided in said Will as follows. "After the death of my said wife, I will and direct that all of my property remaining in my estate both personal and real estate shall vest to my children Bertha Knoef, Frank C. Fox, John G. Fox, Verne Fox and Peare Fox, share and share alike."

2. That Josephine S. Fox died at her home in the Borough of Curwensville, County of Clearfield and state of Penna on the 7th day of June 1929.

3. That Frank S Fox died intestate. Married and without issue leaving to survive him his wife, Mrs Frank C Fox.

4. That title to the real estate hereinafter described vested in the parties, Pffs and Defts to this suit who own the entire title to the said property, their names, addresses & quantity of interest being as follows: Mrs Bertha Nolf 647 Fifth St Springfield, Oregon undivided 9/40 interest.
Mrs Frank C Fox, West Pine St Philipsburg Pa undivided 1/10 interest.
John G. Fox, Curwensville Pa undivided 9/40 int
Verne Fox, Curwensville Pa undivided 9/40 and
Pearl Fox, Curwensville Pa undivided 9/40 interest

5. That following the death of W. B Fox, your orators had a verbal understanding with the other heirs that they would maintain a home for their mother providing her shelter and food in consideration of which they were not to be charged any sum for rent of the real property.

6. That your orators have paid the burial expenses and debts of W. B Fox as listed on the transfer inheritance tax filed in the office of the Register of Wills of Clearfield County in the amount of $1174.43 the inheritance tax of $156.51 provided a marker for the cemetery lot and kept in force the insurance on the properties making a total expenditure of $1631.78 payment of which is attached hereto and marked Pffs exhibit "A" and made a part hereof.

8. That your orators since the death of W.B. Fox maintained provided and repaired and kept in good condition the real estate of which he died seized as well as paying the taxes therefor, which expenditures amounts to $5,024.42 as shown by an itemized statement attached hereto and marked exhibit "C" and made a part hereof.

9. That your orators have incurred this expense out of their own funds

10. That your orators feel that it is eminently unfair and unjust that they should expend their personal funds for these purposes when title to the property and Estate is vested in all the parties hereto and have endeavored to agree with the Co-tenants in Common upon a partition or sale of said property so as to dispose of or obtain the legal title to the same and for the further purpose of reimbursing themselves for their expenditures in this regard in such proportion as would seem just and proper but have been unable to get the remaing heirs to agree to any procedure or method whereby an amicable partition or adjustment of these matters can be arrived at

11. That a description of the real estate, title to which is vested in the parties hereto is as follows:-

1st. All that certain lot or piece of ground situate in the Boro. of Curwensville Clearfield County Pa bounded and described as follows:-

Beginning at a post on eptension of Filbert St on So side of Anderson Creek: thence Eastwardly 50 ft to a public road: thence by said road Southerly 90 ft to lot of Samuel H Elder Estate: thence by Westwardly 50 ft to post on Shafer lot: thence by said lot Northerly to post and place of beginning

Being the same premises which Samuel H Elder and wife by deed dated 5th Dec A.D 1885 and recorded in Clfd Co. in Deed Book Vol 37 at Page 604 granted and conveyed unto the said Wm F. Davis who by his deed dated Mar 17 1891 and recorded in Deed Book at Clfd. Pa Page 220. Book 62 Conveyed the same to Hardman Heitzenrether and Annie E. Heitzenrether, his wife.

Being the same premises which Hardman Heitzenrether and Annie Heitzenrether Conveyed to Warren B. Fox dated Nov 16 1907. Recorded in Deed Book 167, Page 217.

2nd. All that Certain lot or piece of ground situate in Borough of Curwensville Pa bounded and described as follows, to wit:-

Beginning at a post on alley and 20 ft from the Southeast Corner of lot of S.J. Lansberry: thence by said alley So. 64½° W 70 ft to a post: thence about Northwest 104 ft to a post on alley: thence So 81½° E along an alley 50 ft to a post corner of lots, thence along an alley south 50½° E 142 ft to a post and place of beginning.

Being the same premises conveyed to R. Alfred Erhard by Wesley J. Price Warren H. Price and Ida Price, his wife by their deed dated May 26 1900 and to be recorded even date with this indenture,

And being the same premises which R Alfred Erhard, Effie E. Erhard Conveyed to W. B. Fox dated July 22. 1909. Recorded in Deed Book 176 page 179

3rd. All that certain lot or piece of ground situate in the Boro of Curwensville Pa. Known as lot No 2. in the plot of South Curwensville and bounded and described as follows to wit

Beginning at a post on Centre St & corner of lot of Mrs Annie E. McKenrick: thence by said lot of Annie E McKenrick being lot no 3 N 26° 30' W 180 ft to Levander Ave. thence by said Levander ave North-eastwardly 50 ft to a post at corner of lot No. 1. So 26° 30' E 180 ft to Center St. thence by said Center Street Southwestwardly 50 ft to post and place of beginning

Being the same premises conveyed to William Vaughn the present grantor by Anna Vaugh et al by their deed dated June 30. 1910 and recorded at Clearfield, Pa in Deed Book No. 182 Page 541.

Next Page

No 8 May T. 1930 Vern Fox vs Mrs Bertha Nolf et al

And also being the same premises which William Vaughn and Allie Vaughn conveyed to W B Fox April 18. 1912 Recorded in Deed Book 193 Page 25

Wherefore your orators aver that they need equitable relief and pray.

1st. That a decree of partition of the above discribed lands be made awarding to each of the parties his or her part or share in severalty and if the said lands cannot be divided without prejudice to or spoiling of the whole and the parties decline to take said lands at a valuation to be fixed by the Court according to law, then that the same may be sold and after deducting costs and expenses the balance of the proceeds to be divided between the parties according to their several interests.

2nd. That an order be made for the purpose of determining what sum or sums your orators are entitled to for the moneys expended as contained in the exhibit "A" "B" and "C" attached hereto as may be just and proper.

3rd And such other and further equitable relief as the Case May warrant

Pearl Fox

Vern Fox

May 26 - 1930 Motion - order for Service filed

Now to wit, the 26th day of May A D 1930 it appearing by affidavit filed with the Bill that Bertha Knolf, a defendant named in the bill, resides at 647 Fifth St. Springville, Oregon, and on motion of Bell, O'Laughlin & Silberblatt, plaintiffs Atty it is ordered that the bill in complaint in this Cause and a copy of this order, certified by the Prothonotary be served upon Mrs. Bertha Knolf at the place named or wherever she be found, and that Compliance with the requirements of this bill be made within 25 days after such service, and that any further process or notice required in the cause, be served in like manner, and that Compliance with the requirements thereof be made within the 25 day period. Affidavit of service to be made before anyone authorized by law to administer an oath or affirmation. By the Court, A. R. Chase P.J.

Now, May 21. 1930 served the within Bill in Equity on John G. Fox & Mrs. Frank C. Fox by personally handing to each of them a true & attested Copies of the orginal Bill in Equity and making known unto each of them the Contents thereof. Service on Mrs Bertha Nolf by mailing Registered Mail true and attested Copies of the orginal Bill in Equity and Order of Court to the Sheriff of Lane County, Oregon as per return receipt hereto attached and by deputizing him to make this service. This writ is hereby returned as per the return of the Sheriff of Lane County Oregon hereto attached and made a part thereof So. Ans. Ira C. McCloskey Shff

Contd on Page 298

Contd

Contd from Page 239 Dollie M Stine vs Moshannon Natl Bank
No 2 Dec T 1929

Any portion of the proceeds and/or earnings of said insurance policy or policies in excess of the requirements hereunder for reimbursement of the trust estate shall be paid to Dollie M. Stine or her estate, as the case may be,
4. This decree shall be Nisi until the compromise embodied therein, which has the approval of this Court, is further approved by the Court of Common Pleas of Center County Pa having jurisdiction over the trustee,
5. The costs of this proceeding including two hundred ($200) dollars to be taxed by the Court for attorneys fees of the trustee defendant, shall be paid out of the income of the trust estate accrued at this date. By the Court, A. R. Chase, P. J.

July 8. 1930 Testimony filed

Now, July 14. 1930 the compromise embodied in the within decree, having been approved by the Court of Common Pleas of Centre County Pennsylvania the within decree is made absolute.

By the Court. A R Chase. P. J

July 17. 1930 Certified Copy of order of Common Pleas Court Centre County.

Now, July 14 1930 the foregoing petition presented and considered, and it appearing to the Court that the order prayed for should be made, the Court does therefore adjudge order and decree as follows:

The compromise made by the Moshannon National Bank, trustee, with Dollie M Stine as embodied in the decree of the Court of Common Pleas of Clearfield County Pennsylvania, In Equity, at No 2 Dec Term 1929 and approved by said Court is further approved by the Court of Common Pleas of Centre County Pennsylvania having jurisdiction over the trustee, and the decree made July 5. 1930 in the Court of Common Pleas of Clearfield County, In Equity to No 2 December Term 1929, is likewise approved as a disposition of the matters and questions involved in said action in equity, to the end that the said Decree is shall be final and conclusive upon all parties. By the Court M. Ward Fleming, P. J

Oct 31. 1934 Petition for reduction of Insurance Policy + Order of Court filed

Now Oct 31 1934 the foregoing petition of Dollie M. Stine Daugherty having been presented and considered together with the concurrence therein of the Clearfield Trust Company Clearfield Pa successor trustee under the trust established by Charles B. Maxwell, now deceased, and the Court being of the opinion that the prayer of the Petitioner for modification of the Consent Decree of July 5, 1930, referred to, should be granted. It is hereby ordered and directed that said Consent decree be modified so that the portion thereof reading "and before any payments are made to Dollie M Stine for the period between May 10 1934 and May 10 1938, a like policy of insurance in the sum of Fifteen Thousand ($15,000) Dollars shall be caused by the said Dollie M. Stine to be issued, payable as aforesaid;"
shall read,
"And before any payments are made to Dollie M Stine for the period between May 10. 1934 and May 10. 1938, a like policy of insurance in the sum of $8000.00 Eight Thousand Dollars shall be caused by the said Dollie M Stine to be issued, payable as aforesaid;"
By the Court. H. Wallace Smith P.J

September Term 1930

Bell, O'Laughlin and Silberblatt

Mary Ellen Lingle
Reynold Lingle
Arrilla Maines and
Mary Martell

July 11 1

Thomas Lingle

July 11, 1930 Bill in Equity filed
Your orator complains + says 3 Copies Certs to Shff
That George W. Lingle a Citizen and resident of Goshen Township Clearfield County Pa died on Aug 1, 1921, intestate leaving to survive him a widow Mary Ellen Lingle and the following children, Reynold Lingle Thomas Lingle, Arilla Maines and Mary Martell.
That all of said parties are residents of Clearfield County Pa and the addresses of the said parties are as follows:-
Mary Ellen Lingle widow, Surveyor, Pa
Reynold Lingle Le Contes Mills Pa. Thomas Lingle and Edna Lingle his wife, Le Contes Mills, Pa Arrilla Maines and Lawrence Maines her husband, Surveyor Pa
Mary Martell and Charles W Martell her husband, Surveyor, Pa,
And all said parties are of full age
That George W Lingle died seized of certain lands situate in Goshen Township Clearfield Co. Pa. Consisting of a piece of land bounded and described as follows
Begining at a hemlock; thence North 110 perches to stones; thence by land of John Smith 86 perches to a Chestnut oak; thence South 110 perches to white oak; thence East 86 perches to white oak; thence 86 perches to hemlock and place of beginning. Containing 55 Acres and 132 perches and allowance
Being the same premises which vested in George Lingle by deed from William F. Krise and wife, dated June 5, 1871 and recorded in Clearfield County in Deed Book 1, Page 46,
That said piece of land was used and held as a farm and there is thereon erected a house, barn and other out buildings
That by the death of the said George W Lingle, the said real estate became vested by descent in the parties hereto
That Thomas Lingle is, and for several years has been in the possession and control of said real estate and has Cut and removed therefrom a large amount of timber, and has sold and disposed of said timber, and never accounted to the other heirs, parties hereto, for the proceeds thereof, nor has the said Thomas Lingle accounted to the other owners, parties hereto, for the value of the use and occupation of said property. The taxes upon said real estate have been paid by various parties and a large portion thereof has been

Pro 2.50
" .50
" .50
Shff McCloskey 4.50
8/25/30 Pro 1.50
" Master Report 5.00
14.50

Jan 9, 1930 Reid Ck of Master
Costs Shff 4.50 Pro 10.00
Total Reid 14.50
Geo. W. Ralston Pro.

paid by the surviving widow Mary Allen Lingle
That said real estate is not well cared for and is depreciating in value.
Wherefore your orators are in need of equitable relief and pray,
First:- That a decree of Court be made directing that partition be made of said real estate to the parties entitled to receive the same.
Sec: That if said real estate can not be divided among the respective parties without damage to or spoiling the whole that a decree be made that the same shall be sold and the proceeds of said sale distributed as equity shall require.
Third: Such other and further relief as justice and equity may require. Mary E. Lingle Reynold Lingle Arriella Maines Mary Martell. By Bell, O'Laughlin & Silberblatt. Attys for Plff
July 28-1930 Served within Bill in Equity together with the notice endorsed thereon on within named defendant Thomas Lingle personally by handing to him a true attested printed Copy thereof. J. MacLung Known Contents. So does Jra C. McCloskey, Sheriff.

Aug 4. 1930 Agreement of Thomas Lingle Deft. filed
Decree:- Now. Aug 25. 1930, this Cause coming on to be heard, and it appearing to the Court that the Bill of Complaint has been duly served and that Thomas Lingle the defendant, has filed his appearance admitting the facts averred in the Bill of Complaint and consenting to partition being made, on motion of Bell, O'Laughlin & Silberblatt, solicitors for the plaintiff
It is decreed that the Bill of Complaint be, and the same hereby is taken as admitted by the Deft. and it is thereupon further decreed that partition be made of the lands described in said Bill, among the parties therein named, in proportion to their respective interests in and to said lands as they shall appear, according to the several acts of assembly in such case made and provided. And the Cause is referred to Ed. J. Kelley Esq. who is hereby appointed Master, with authority to divide and partition the said lands into purparts, and to value and allot the same and to ascertain the amounts that shall be paid or charged thereon as owelty, or which shall be paid or secured to the parties to whom no purparts can be allotted, or whose purparts may be of less value than other purparts: and after such partition and valuation to award and allot the said purparts to and among the parties entitled thereto, together with the sum or sums to be charged thereon and payable as and for owelty. And it is further decreed that if the said lands cannot conveniently be divided into as many purparts as there are parties entitled then he shall award and allot the amount to be paid or secured to such as receive no purpart, respectively, and fix the time or times of payment thereof and by what allottee or allottees the same shall be paid and upon what purparts charged; and if said lands cannot be divided without prejudice to or spoiling the whole, then to value and appraise the same, and if not taken at the appraisement, to make report thereof. The Master is hereby directed to give like notice to the parties interested as required in proceedings at law. He is required to report to this Court on the fourth Monday of Sept. 1930 By the Court, A. R. Chase C.J.
Dec 29. 1930 Masters Report filed
A Bill in Equity has been presented by the plaintiffs herein praying that (1) Partition be made of said real estate to the parties entitled to receive the same (2) That if said real estate cannot be divided among the respective parties without damage to or spoiling the whole, that a decree be made that the that the same shall be sold and the proceeds of said sale distributed as

Contd on Page 320

Contd from Page 294 Vern Fox vs Mrs Bertha Knoff No 8 May T 1930

Decree: Now July 28 A D 1930. this Cause coming on to be heard and it appearing to the Court that the bill of Complaint has been duly served on all parties Deft, and that the time for appearance by the defendants has fully expires and that no such an appearance has been entered on Motion of Bell, O'Laughlin and Silberblatt, Attys for Plffs. it is decreed that the bill of Complaint be and that the same is hereby taken as confessed by the Defts and it is further decreed that partition be made of the land mentioned in the bill of Complaint among the parties therein mentioned in proportion to their respective interests therein, under the law of this Commonwealth prescribing the manner in which lands and tenements not disposed of by will, shall be divided.

The Cause is referred to Carl Belin Esq. as Master, to divide and partition the said lands into purparts and to value the same for the purpose of ascertaining the amounts that shall be paid or charged thereon or what shall be paid or secured to the parties to whom no purparts can be allotted and after said partition and valuation to award and allot the said purparts to and among the parties entitled thereto. Together with the sum to be charged thereon payable as and for owelgy of partetion: and if said lands cannot be conveniently divided into as many purparts as there are parties thereunto entitled to award and allot the amount or sum to be paid or secured to them respectively and that the times when such payments shall be mad and the purparts out of which the same shall be payable and if said lands cannot be divided without prejudice thereto or spoiling the whole then to value or appraise the same. The master to give the like notice to the parties in interest as is required in proceeding at of partition and demand report on same the Second Monday of Sept A D 1930 By the Court

A R Chase P J

Sept 8-1930 Master's Report in Partition filed.

The Master further reports that the Estate which is subject to this partition, Consists of three pieces or parcels of land, situate in the Borough of Curwensville, County of Clearfield and state of Pennsylvania

From the testimony taken before your Master and by his personal view of the premises he finds as a fact and law that the property Could not be divided or partitioned between the parties without spoiling said property. The improvements on said property Consists of a house, a barn and a store building and is not to include the small building attached to the store. Purpart No 1. all that certain lot or piece of ground situate in the Borough of Curwensville, Clfd Co. Pa. bounded and described as follows,- Beginning at a past extension of Filbert Street on South Side of Anderson Creek, thence Eastwardly 50 ft. to a public road; thence by said road southerly 90 feet to lot of Samuel H Elder Estate; thence by westwardly 50 ft. to past on Shafer lot; thence by said lot Northerly to past and place of beginning. Being the same premises which Samuel H. Elder and wife by deed dated 5th day of December A D 1885 and recorded in Clearfield County in Deed Book Vol. 37 page 604, granted

Next Page

Continued from page 298.

and conveyed unto the said William T. Davis, who by his deed dated March 17th, 1891 and recorded in Deed Book 62, page 220, at Clearfield, Pa. conveyed the same to Hardman Heitzenrether and Annie E. Heitzenrether ~~conveyed~~ his wife. Being the same premises which Hardman Heitzenrether and Anne Heitzenrether conveyed to Warren B. Fay, dated Nov. 16-1907, Recorded in Deed Book 167, page 217. Your Master values at 500.00

Purpart No. 2 all that certain lot or piece of ground situate in the Borough of Curwensville, Clfd. Co. Pa. bounded & described as follows,-

Beginning at a past on alley and 20 feet from the southeast corner of lot of S. J. Lansberry; thence by said alley South 64½ degrees West 70 ft. to a past; thence about Northwest 104 feet to a past on alley; thence South 81½ degrees East along an alley 50 ft. to a past Corner of lot; thence along an alley South 50½ deg. East 142 feet to a past and place of beginning. Being the same premises conveyed to R. Alfred Erhard by Wesley J. Price, Warren H. Price & Ida Price, his wife by their deed dated May 26, 1900 and to be recorded even date with this indenture. And being the same premises which R. Alfred Erhard Effie E. Erhard conveyed to W. B. Fox dated July 22nd. 1909, Recorded in Deed Book 176 page 179. Your master values at ~~X~~ 400.00

Purpart No. 3, all that certain lot or piece of ground situate in the Borough of Curwensville, Clearfield County, Pa. known as lot No. 2 in the plat of "South Curwensville" and bounded and described as fol,- Beginning at a past on Centre St and corner of lot of Annie E. McKenrick; thence by said lot of Annie E McKenrick being lot No. 3 North 26 deg. & 30 minutes, West 180 ft to Levander Avenue; thence by said Levander Ave., Northeastwardly 50 ft. to a past at corner of lot No. 1; thence by said lot No. 1 South 26 deg. 30 min. East 180 ft. to Center St.; thence by said Center St. Southwestwardly 50 ft to past and place of beginning. Being the same premises conveyed to William Vaughn the present Grantor by Anna Vaughn et al by their deed dated June 20-1910 and recorded at Clearfield, Pa. in Deed Book No. 182 page 541. And also being the same premises which William Vaughn and Allie Vaughn Conveyed to W B Fox, April 18-1912 Recorded in Deed Book 193 page 25. Your Master values at 400.00.

Your Master further reports to your Honorable Court that the title to the said real Estate set forth in Plaintiff's Bill is now vested in the following named persons whose undivided interests are as follows:

Mrs Bertha Nolf.	the undivided	9/40
Mrs Frank C Fox	" "	1/10
John S. Fox	" "	9/40
Vern Fox	" "	9/40
Pearl Fox	" "	9/40

All of which is respectfully submitted.

Carl A. Belin, Master.

Now Sept. 8-1930, confirmed Ni Si absolutely unless exceptions in four days

Now Sept. 15-1930 No exceptions having been filed this report is confirmed absolutely. Geo. W. Palethorp, Prothonotary.

Continued on page 307.

September Term, 1930

John Scollus Boulton & Boulton	James Griffey Plaintiff		July 29 1930 Bill in Equity. 1 Copy Certs to Shff. To the President Judge: Your orator Complains and says:
			1 That he is a Citizen of the State of Penna and a resident of the Borough of Osceola Clearfield County Pa
July 29	2		2 Your orator brings this suit for himself and for all other persons in like situation with him and for all other tax payers of the County who may see fit to join in this proceeding.
	A. D. Cowdrick County Treasurer of Clearfield County Pa		3 He is the owner of real estate to wit A house No. 508, and part of a lot situate on Stone Street in the Borough of Osceola, which is assessed for tax purposes in the said Borough for school, borough and County purposes at a valuation of $700.00 and a house No 205 and lot of ground situate on Blanchard St in the Borough of Osceola aforesaid, which is assessed for tax purposes in said Borough for school, borough and County purposes at a valuation of $300.00 and is a taxpayer of the School Dist of Osceola Borough, the Borough of Osceola and the County of Clearfield.
Pro	2.50		
"	2.10		
"	50		
Shff McCloskey	2.50		
Pro	50		
	50		
	1.00		
	9.60		
Bill To Co			4 That A. D. Cowdrick Deft. is County Treas. of the County of Clearfield Penna
			5 Under and by virtue of the provisions of the Act of the General Assembly of the Commonwealth of Penna. entitled "An act Authorizing and empowering the County Treasurer of the several Counties of the Commonwealth to sell at public sale all seated land upon which Taxes, assessed on said seated lands by authority of any County, borough, town, township, school district and poor district, are delinquent and remain unpaid and fixing penalties for such delinquency, authorizing County Commissioners to purchase said lands under certain Circumstances", approved the 9th day of May A. D. 1929 (P L 1684), the said A D Cowdrick has advertised for sale a large number of pieces of seated land for alleged delinquency in the payment of sundry school, Borough township and County taxes, which sale is advertised to be held on the 4th day of august A. D. 1930 at ten o' clock A. M at the Court House in the County of Clearfield Pa.
			6 Among the seated lands so advertised by the Deft for sale as aforesaid are the house and lots of the Defts situated as aforesaid in the Boro of Osceola Clearfield County Pa for alleged delinquency in the payment of taxes assessed and levied for the Borough

of Osceola, the school districts of the Boro of Osceola and the County of Clearfield for the year 1929.

Your orators Complains that the title to his property will be unjustly and illegally prejudiced by the sale as proposed by the defendant and as herein alleged, and that the Borough of Osceola and the County of Clearfield, of both of which he is a tax payer, will be put to large unnecessary and illegal expenses by carrying out the provisions of said act of Assembly as proposed by the Deft.

Wherefore your orator prays that the Deft be enjoined from proceeding to make sales of real estate as proposed by him on P.L. 1684, and particularly to restrain him from making sale of the property of your orator as herein alleged, by

(a) Issuing upon the defendant a Rule to show cause why an injunction should not be issued, as herein prayed for.

(b) An Order directing the defendant to adjourn the proposed sale to a day certain pending a hearing and final determination of this issue; and

(c) Such other equitable relief as the Court may deem proper: And he will ever pray. James Griffy

Order of Court:- Now, July 28, 1930 Rule is issued upon A. D. Cowdrick, County Treasurer of Clearfield County, to show cause why the said County Treasurer should not be enjoined from proceeding to make sales of real estate as advertised and proposed by him on Aug 4, 1930, under the provisions of the Act of Assembly of May 9, 1929, P. L. 1684, and further to be restrained from making sale of the property therein advertised to be sold at the Treasurer's Sale on the said 4th day of Aug 1930 and particularly to restrain from making sale of the property of the plaintiff herein: and further rule is granted upon said Defendant to show cause why an injunction should not be issued restraining said sales, said rule returnable to Monday, August 18, 1930, at 10:00 o'Clock A.M. and further during the pendency and determination of said rule the defendant, A. D. Cowdrick, County Treasurer of Clearfield County, is ordered and directed to refrain from making sale of the said property as Advertised at a Treasurer's Sale on the 4th day of August, 1930 until final determination of the issue, and further it is ordered and directed that the Deft. County Treasurer of Clearfield County shall adjourn the proposed sale set for Aug 4, 1930, to a certain pending a hearing and final determination of this issue, and continue said sale to a day certain so often as circumstances may require, pending a hearing and final disposition of this issue. By the Court, A. R. Chase P. J.

Now, Aug 1, 1930 served the within Rule on A. D. Cowdrick, County Treasurer, Clearfield County, by handing to him personally a true and attested copy of the original writ and making known unto him the contents thereof. So answers Ira C. McCloskey Sheriff

Aug 6, 1930 Preliminary objection to Bill in Equity filed with service accepted

Aug 11, 1930 by John Scallen and Boulton & Boulton attys

Order & Decree:- Now, Sept 18, 1930 upon consideration of the foregoing cause, it appearing to the Court that the Act of Assembly, in Controversy, violates Article 14, Paragraph 8 (6) of the Constitution of the United States, and Article 3, Section 3, of the Constitution of Pennsylvania; the manner in which the act offends to be set forth in an opinion to be filed at the time of the disposition of the October Argument List It is Ordered, Adjudged and decreed as follows: First: That the Rule heretofore issued herein upon the Deft to show cause why an Injunction should not issue restraining the sale advertised to be held on Aug 4, 1930, or the adjournments thereof, by the Deft A. D Cowdrick County Treasurer of Clearfield County, be, and the same is hereby made absolute. Second: That Counsel for the Plaintiff forthwith prepare, in compliance with Equity Rule 73, a proper decree in conformity with this order. By the Court A. R Chase P. J.

Contd on Page 310

September Term 1930

Bell and Brockbank	Margaret Chick + William Chick Adeline Naugle + Edward Naugle Plaintiffs	Aug 14 1930 Bill in Equity filed 3 Copies Certified. The Plaintiffs herein aver and say:- Harriet Bogle in her lifetime was the owner of a certain parcel of land situate in the Borough of Du Bois, now City of Du Bois bounded and described as follows:
Aug 14	3	All that certain lot or piece of ground situate and lying in the Borough of Du Bois Clearfield County, State of Penna. being a part of lot in the plot of the town of Rumbarger bounded and described as follows, to wit:
	Jesse Yeakle Charles Bogle Joseph Bogle Jane Burkhart Joseph Burkhart Robert Bogle Leah Spencer Sherwood L. Bogle Louisa Kroft Robinson Edna Kroft Myers Sylvester Kroft Maria Bogle Ryan Williams and The Union Banking and Trust Company of Du Bois, Penna Committee	Beginning at a post at low water mark on Peutz Run at Booth Street (now West Long Ave); thence North 62½° W. along Booth St (now W. Long Ave) 40 ft to a post, thence N. 27½° East along lot of W F Ross (now Jones) 180 ft to Nine Alley; thence So. 62½° E. along said Nine Alley 98½ ft to a post at low Water mark at Peutz Run; thence So 35° W. up said Run 54 ft to a post on the bank of said Run; thence So. 84° W. up said Run 67½ ft to a post on bank of said Run, thence So 25° W up said Run 86 ft to a post on the bank of said Run at Booth St. (now W. Long ave. the place of beginng.
	Defendants	Being the same premises which Edward Crawford and Mary B. Crawford his wife, by their deed dated Oct 1. 1883 and recorded at Clearfield in deed book 29. Page 270 granted and conveyed to Harriet Ryan who was also known as Harriet Bogle.
Pro by Atty	2.50	Harriet Bogle died Jan 21. 1915 a citizen & resident of Clearfield County, Pa. testate and by her Last Will and Testament, approved Jan 26. 1915 and duly recorded in Will Book 1. Page 333. made testamentary disposition concerning her property. a copy of said Will being hereto attached and made part hereof.
"	.50	
"	.50	
"	.50	
"	.50	
		That the estate of Harriet Bogle has been entirely Closed and settled except in so far as concerns the real estate herein previously discribed.
		That the real estate hereinbefore described is greatly in need of Care, attention and proper repairs and improvements to prevent its further deterioration and will suffer serious loss and damage unless Care for,
		That the Plaintiffs herein are the owners of undivided interests in the said real property and desire that the same may be partitioned and that it is not possible for an agreement to be made among the various parties interested to determine the respective shares and interests of the parties named

in said property and that certain legal questions need determination in order that the property may be partitioned or otherwise disposed of.

That the persons herein named are all of the persons who have any interest in said real estate either in fee or for any period of time

That what is the interest of Marie Bogle Ryan William is open to dispute and what is the fractional interest in the estate in fee among the parties interested depends upon the meaning, Construction and effect of the Will of Harriet Bogle.

The petitioners therefore show that they need equitable relief and pray:-

That proceedings be taken as provided for Partition in Equity, and that the decree be made by your Honorable Court directing that an equitable partition be made on said property and if the same can not be divided that such other and further proceedings may be had as Justice and equity shall require.

Bell and Brockbank
Solicitors for Plaintiffs

Aug 16. 1930 Appearance by Wm Chick and waiver of personal service filed
Aug 18-1930 Appearance by Sylvester Kroft alias William Kroft + waiver of personal service filed
Aug 23. 1930 Appearance + waiver of personal service of Leah + Arthur L. Spencer her husband + Edna + Edwin A Myers her husband filed
Aug 25 1930 Appearance + Waiver of personal service by Sherwood L. Bogle filed
Aug 26. 1930 Appearance + Waiver of personal service by Jesse + William Yeakle her husband filed
Aug 26. 1930 Appearance + Waiver of personal service by Louisa Kroft Robison + Edward H Robinson her husband filed
Aug 29. 1930 Appearance + Waiver of personal service by Joseph + Elsie Bogle his wife filed
Aug 29. 1930 Appearance + Waiver of personal service by Charles Bogle filed
Aug 30. 1930 Appearance + Waiver of personal service by Robt Bogle filed
Sep. 19. 1930 Appearance + Waiver of personal service by Jane Burkhart + Joseph Burkhart her husband filed
Sep 19 1930 Appearance + Waiver of personal service by Adeline Naugle + Edward Naugle her husband filed
Sep 23. 1930 Appearance + Waiver of personal service by Union Banking + Trust Co. Committee of Marie Ryan an Lunacy by M. H. Hartzfeld Trust Officer
Sept 25. 1930 On Oct Argt List
Dec 20. 1930 On Jan Argt List

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Continued from page 299. #8 May 7, 1930. Vern Fox et al vs Mrs Bertha Knolf et al.

Sept 23 1930 the report of the master appointed in the above stated cause, having been filed and confirmed by your Honorable Court, on motion of Bell, O'Laughlin & Silverblatt, attorneys for Plaintiff, rule is granted on all persons interested in said cause to appear in Court on the first Monday of November next 1930 at 10:0'Clock A. M. then & there to accept or refuse the land at the valuation and appraisement reported by the master, to wit: purpart #1 at $5000.00 purpart #2 at $400.00 purpart #3 at $400.00, or offer in writing the price of the appraisement thereof above the valuation reported or show cause why the same should not be sold. Returnable the first Monday of November - Nov. 3 1930

By the Court - A. R. Chase P. J.

Sept 23 1930 Rule issued to Sheriff McCloskey

Ira C McCloskey Sheriff Clfd Co deputized Sheriff of Lane Co Oregon to serve Rule Nov. Nov 1. 1930 writ returned service having been made on Mrs Frank C. Fox and John C. Fox by handing to each of them personally a true and attested copy of the within Rule and making known unto to them the contents thereof. Service on Mrs Bertha Knolf as per the return of the sheriff of Lane County, Oregon hereto attached So ans Ira C McCloskey Sheriff

Jan 23, 1931 Masters Report and Decree of Court filed

Decree of Court:- And Now, this 23rd day of Jan. 1931. it appearing to the Court that service of the rule in this case has been made on all parties interested therein, and that Vern Fox and Pearl Fox, heirs and parties who are entitled to a choice of the premises in said writ mentioned, having elected to take the same at the appraised value thereof plus One Dollar, to wit, the sum of Five Thousand Eight Hundred and One ($5801.00) Dollars, Whereupon the said three purparts as described in the Master's report are adjudged to them, they entering into recognizance to the Commonwealth of Pennsylvania, with securities to be approved by the Court in the sum of Seven Thousand Five Hundred ($7500.00) Dollars, Conditioned for the payment to the other parties of their proportions of the appraised value of said premises according to their respective rights, within six Months from this day, with interest: and the Master is directed to make and execute to said Vern Fox and Pearl Fox, a Conveyance of the three purparts as described in the Masters report upon a receipt of the full purchase price as bid by Vern Fox and Pearl Fox. By the Court

A. R. Chase. P. J.

June 27. 1931 Bond in sum Seventy Five Hundred Dollars with C. O Norris Surety filed and approved by the Court A R Chase P. J

Now July 13. 1931 By Motion of Watch Book on Motion of Bell, O'Laughlin and Silverblatt attys. Hon J Mitchell Chase is appointed Auditor to audit the moneys in the hands of Carl A. Belin in accordance with report filed and to recommend distribution of the same to and among the parties entitled thereto By the Court

July 13. 1931 Order Certified to Hon J Mitchell Chase A R Chase P. J

Now Aug 13. 1931 the fee of Bell, O'Laughlin & Silverblatt attys for Petitioner in the above entitled partition proceeding is fixed at Two Hundred Fifty Dollars. By the Court A R Chase P J

December Term 1930

John M. Urey	B. R. Brown		Oct 11-1930 Bill Filed.
			To the Honorable A. R. Chare, P. J. of said Court
			The Plaintiff B. R. Brown, complains & says:
Oct 11	/		First That your orator is a resident of the
			Township of Knox, in the County of Clearfield and
Boulton	Clearfield Consolidated		State of Penna. and was the duly elected and
& Boulton	Collieries, Inc.		qualified Tax Collector of said Township for the
			years 1928 & 1929, and as such Collector was charged
			on the Tax duplicates with the collection of taxes duly
	Prs by atty	2.50	assessed and levied by the County of Clearfield,
	"	.50	the Poor District of the County of Clearfield, the Road
	"	1.00	District of Knox Township and the School District
10-15-30	Pro	.50	of Knox Township for said years.
		.60	Second: That in the fall of 1927 the following
	"	1.50	assessment was made against the Maple Run Coal
Sat 10/9/30 - Brown	"	1.00	Co in said Township on which taxes were levied
		7.60	for the year 1928
		6.60	

Mine & Imp 6.00.00 10-2 Story H. & L. 2000.00
Store House 17.00.00 15-5 Room H. & L. 3375.00
Powder House & Electric Pump 800.00 5 Houses 1.000.00
Mule Barn 200.00 " " 200.00
Hotel Building 1200.00 Pool Room 500.00
23-3 Room H & L. 2.300.00 4.2 A 420.00
4-6 " " " 1.000.00 6.1 A 610.00
16-6 " " " 4000.00 25 A 250.00
11-7 " " " 3025.00 H. & L. Plumber Est from W.G. 250.00

Total valuation $23,430.00

And in the fall of 1928 the Maple Run Coal Co. was assessed with the same properties in said Township upon which the taxes for the year 1929 were levied.

Third: That your orator was charged in the duplicate for the year 1928 with all of the taxes assessed and levied against the above described property, which taxes with the 5% penalty added thereto amounted to $1934.81.

Fourth; That your orator was charged in his duplicate with all of the taxes levied on the above described property for the year 1929 which taxes with the 5% penalty added thereto amounted to $2008.58.

Fifth: That on April 20-1929 the Maple Run Coal Co., made executed and delivered to Harold J. Boulton a deed for all of the real Estate of Company, which deed was recorded in deed Book No. 294 at page 349, and recites that T. Carter Bell, Receiver of the Maple Run Coal Co, sold to Harold J. Boulton on his bid of 15,000.00 all of the real estate of the Maple Run Coal Co. together with fixtures, structures & other appurtenances thereunto belonging, and that the said T. Carter Bell, Receiver made & delivered to said Harold J. Boulton a deed for said property; that the land therein described was all of the real estate of the Maple Run Coal Co. and has erected thereon approximately 9.6-

Continued Page 309

dwelling houses, a pool room & bakery, hotel, reservoir, barn, smith shop, fan house, power house, fire house, and other improvements such as sidewalks, streets, water mains, etc. and included among the improvements of said property the motor generator sets and other equipment located in the fan and power houses on said above described tracts of land, but said deed from said T. Cortez Bell, Receiver, to said Harold J. Boulton has not been recorded.

Eighth: That $1842.68 of the taxes assessed and levied against the described property for the year 1928 were paid under the distribution recommended by T. Cortez Bell, Receiver, of the Maple Run Coal Co, leaving a balance of $92.14 on which balance no payments have ever been made.

Ninth: That no part of the taxes assessed and levied against the above described property for the year 1929, which with the 5% penalty amounts to $2008.58 has ever been paid.

Tenth. That the said Respondent has torn down and removed 18 of the three-room houses & 4 or 5 of the two-story houses on which the above stated taxes were levied, and is now engaged in tearing down and removing the poolroom building and another two-story house upon which said taxes were levied, against the protests of your orator, whereby the said property on which said taxes were assessed and levied will be greatly reduced in value and your Orator will suffer irreparable loss.

Wherefore, your Orator needs equitable relief and prays:-

1. That an injunction may issue preliminary until hearing and final thereafter, restraining the said Respondent, its agents and servants, and all other persons whatsoever, from tearing down & removing or attempting to tear down and remove any of the buildings and property above mentioned and described, and from damaging the said property in any manner whatsoever.

2. And for such other & further relief as to the Court may seem meet.

And your Orator will ever pray,- B. R. Brown.

Order of Court.-

Now Oct. 11-1930, the within bill of complaint having been read and considered, an injunction, preliminary until hearing, is hereby granted, enjoining and restraining the Deft. Clearfield Consolidated Collieries, Inc. its agents and servants, and all other persons whatsoever, from tearing down and removing or attempting to tear down and remove, any of the buildings and property upon which the taxes for the years of 1928 and 1929 were assessed and levied against the Maple Run Coal Company as mentioned and described in said Bill of Complaint, and from damaging the said property in any manner whatsoever. Returnable the 17th day of October 1930 at 10:0'Clock a. m. By the Court A. R. Chase P.J.

Oct. 11-1930 Service of the within bill of Complaint accepted and agree that two copies be filed, & issuance waived.

Clearfield Consolidated Collieries Inc.
By N. J. Boulton - Pres.

Oct 11-1930 Injunction affidavit of B. M. Rawles filed.

Oct. 11-1930 Injunction affidavit of O. J. Sloppy filed.

Oct 15-1930 Preliminary Objection to bill in Equity filed. Oct 16-1930. Service accepted thereon by Jno M. Gray, atty for pltff.

Dec 1. 1930. On Jan Argt List.

Contd on Page 301 James Griffey vs A D Cowdrick No 2 Sept T 1930

Oct 17 1930 Final Decree filed.

And now Oct 15 1930 upon Consideration of the foregoing case it is ordered adjudged and decreed as follows:—

First: That the Defendant A D Cowdrick Treasurer of Clearfield County be and he hereby is enjoined from proceeding to make sales of real estate under and by virtue of the provision of the Act of Assembly of May 9 1929 P L 1684 as advertised, and Continued beyond Aug 4 1930 the advertised date of sale by order of Court pending the disposition of this case.

Sec:— That costs including the entry of this decree are directed to be paid by the County of Clearfield the defendant being sued in a representative capacity and having no interest in the suit. By the Court, A R Ellis P J

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Continued from page 291 #3 May Term 1930. Maj Isenberg vs Red Top Coal Mining Co.,

May 21	To Baron & Richards Powder		10.00
" 29	To James King, Pump & Motor		100.00
	To Elk Mining Co. Wood Pipe	156.86	
	" " " " Hauling (Baxter	16.00	172.86
	To J. D. Walker,		
	8 Tons 16# & 30# Iron		132.00
	To Ernest Baxter		
	2 Stoves	2.00	
	1 Forge (Part)	3.00	
	1 Anvil	1.00	6.00
" 17	To Fray Kristiansen		
	700 # 4 0 wire	88.00	
	57 Hangers	5.70	
	107 pr Splice Bars	16.05	
	2 Frogs (16#)	10.00	
	1 Frog (30#)	5.00	
	1 4" Dresser Coupling	1.00	
	1 3 H.P. D.E. Motor	15.00	140.75
June 4	To Frank Lecarre Stable Building		10.00
" 27	To J. D. Walker		
	3421.8# Copper Wire	359.28	
	Cross arms, Poles & Clamps	25.00	384.28
July 24	To W. O. Hulbrauson, 10 Frogs & Switches		50.00
Aug 22	To Moorhead-Rettmyer		
	Locomotive (6523)	800.00	
	Locomotive (5802)	800.00	
	Mining Machine (6124)	750.00	
	M-G Set	500.00	
	Armature (Boxed)	100.00	#2950.00
	To H. C. Cook		
	Crocker Motor	125.00	
	Mining Machine (35B)	425.00	
	3 Transformers	25.00	575.00
	To Glasser		
	10 H.P. Motor	20.00	
	5 H.P. Motor	18.00	38.00
	To Calander		
	3 H.P. Motor	13.00	
	Pump	9.00	22.00
	To W.O. Hulbrauson		
	7½ H.P. Motor	11.00	
	Lot: Bolts & Nuts	1.00	
	Stove	1.00	
	Copper wire	55.00	
	Sand-house & Drier	3.00	
	Sand	14.00	
	Fan & Motor	40.00	125.00
	To A. Pachuta		
	Blacksmith Shop	5.00	
	Sand House	.50	5.50
	To John Sharge		
	5 H.P. Motor		10.00
"	Yorkshire Coal Company		
	7½ H.P. Motor	20.00	
	Sump Pump	102.50	
	Compensator	2.25	
	Pump	10.00	134.75
Aug 22.	To John Hadlak, Office Building		11.00
	To Frank Kuhn		
	Drill Press	11.00	11.00
	Fairbanks Scales	15.00	
	Belts, Nuts, Pulleys & Nipples	2.00	28.00
	To Dahlin Brothers		
	Comp. switch	1.00	
	Props	7.50	
	Pump - parts	.50	
	Pump	21.00	
	Pipe	4.00	34.00
	To Jas. Sealfon		
	Railroad Siding	240.00	
	Mine Rails	500.00	
	Scrap	27.50	767.50
	To Kemp:		
	Stretcher & cam, Copper wire, Bearings, Roof Drill, Stove, Assorted Bolts, Tools, Ratchet & 2 Jacks)		17.00
	10 H.P. Motor	1.00	18.00
	John Kaltum Fan House		2.00
	Total Amount realized from sale of Machinery & Equipment		6229.64
Aug 22	To Morgan Hayes, Office Furniture		260.00
	To Amount Received from Sale of Coal		352.23
	Total		6841.87

Cr.

The accountant takes credit with the following disbursements, commissions and counsel fees paid pursuant to an Order of the Court:—

1930

Mar. 19. John Sealfon
Premium on Pfff's. Bond 25.00

Mar. 19, J. Willard Chase
Premium on Receiver's Bond 25.00

" 22, John Sealfon
Insurance Premium 172.38.
Less Return 68.95 103.43

Mar 25 John Mills Lock .50
" 24, Associated Gas & Electric Co. Temporary service 4.80
Apr 8. Stationery, Envelopes, 3.00
Mid-State Electric-parts 4.45
Apr 9. J. A. Zeigler Appraiser 25.00
Geo. Woodcock, appraiser 25.00
Crago's Print Shop Printing 4.00

Eastmans Journal, adv. 8.20
Huntzdale Citizen adv. & Printing 13.00
Ed. Faust, Labor, watchman 152.50
Charles Bodman, Labor, watchman 165.00
John Salensky, Labor, watchman 140.00
July 3 Ernest Baxter, Hauling 16.00
July 21 Huntzdale Citizen, adv. & Printing 18.00
Aug 6 Crago's Print Shop. Printing 2.00

Continued on Page 316.

Cont. to page 316.

December Term 1930

Arnold & Smith Carl A. Belin	Florian Patutschnig Josephine Patutschnig		Nov. 3-1930 Bill filed. 3 Bills cert. to Shff. To the Honorable A. R. Chase P.J. of said Court: Your orators, Florian Patutschnig & Josephine Patutschnig complain & say:-
Nov. 3	2		1. That the plaintiffs are residents of Beccaria Twp. Clearfield County, Pa. and the Deft is a resident of the Borough of Coalport, Clearfield County, Penna
Liveright & Smith J. Mitchell Chase	Joseph Lomire		2. That on and prior to October 25, 1927, Henry Wieke and Meri Wieke, his wife, were the owners of a certain tract of real estate in Beccaria
	Pro by Plff	2.50	Twp. Clearfield County, Penna. said title being vested
	" (Certificate)	1.50	in the said Henry Wieke & Meri Wieke by deed of
	"	1.75	Elizabeth Smith et al dated October 27, 1926, recorded
	"	.50	in the Office of the Recorder of Deeds for Clearfield Co.,
	"	.50	in Deed Book 282 page 366, which said record is
Shff McCloskey		11.50	incorporated herein and made a part hereof by
Pro		.50	reference. The real estate and land described in
" Dis		1.00	said deed being as follows:- All that certain piece of land situate
		19.75	in Beccaria Twp. Clfd. Co. Pa. Beginning at a post on line of L. W.
Pro		.50	Weld, thence by land formerly of George Pearce N. 81½° W. 112 per. to a
"		.60	post; thence by land of Abram Neuling S. 1½° W. 80 per. to a dead
"		1.50	Hemlock; thence still by said Neuling S. 88½° E. 112 per. to a post
S 11-15-30 To Below			on James H. Hegarty's line; thence by said land of James H. Hegarty's and land of L. W. Weld 1½° E. 80 per. to the place of beginning. Containing 56 acres allowance more or less.
			3. That on October 25, 1927 Robert E. Chaplin obtained judgment against the said Henry Wieke & Meri Wieke in the Court of Common Pleas of Clfd. Co. to No. 206 Dec. T. 1927, the record of which judgment so entered in the Court of C. P. of Clfd Co. is incorporated herein by reference and made a part hereof.
			4. That to No. 79 Sept. T. 1930 in the Court of Common Pleas of Clfd. Co. a writ of Fieri Facias was issued on the 22nd day of July, 1930 upon said judgment and the above described real estate of the said Henry Wieke and Meri Wieke was levied upon by the Sheriff of Clearfield County, and exposed at Public sale on the 29th day of August 1930, in the Court House at Clearfield Pa. and said real estate so exposed at public sale was purchased by Florian and Josephine Patutschnig, and that thereupon and thereafter Ira C. McCloskey, High Sheriff of Clfd Co. being the Sheriff who made said levy and exposed said real estate for sale, and to whom said writ of Fieri Facias was directed made a deed to the said Florian & Josephine Patutschnig which deed was made on the 30th day of August, 1930, executed by the said Ira C. McCloskey, Shff. and acknowledged Sept. 1-1930 before Geo. W. Ralston, Prothonotary and entered on record in the office of the Recorder of Deeds for Clearfield County on Sept. 8-1930 Deed book Vol. 284 page 228. That the record of said proceedings consummating in the Sheriffs sale of said Real Estate, which record is in the Court of Common Pleas of Clfd Co. to the Number & Terms aforesaid and the record of said deed from Ira C. McCloskey, Sheriff to Florian Patutschnig & Josephine Patutschnig

Continued on Page 313

his wife, are incorporated herein by reference and made a part herein. It is averred that all proceedings on said judgment and Fieri Facias, and the Sheriff's Sale of said real estate were regularly conducted and valid, so that the said Florian Patutschnig and Josephine Patutschnig were and are the owners of said real estate so sold and conveyed by said Sheriff.

5. That prior to the issuance of said writ of Fieri Facias and Sheriffs Sale aforesaid, and both prior and subsequent to the entry of the said judgment of Robert E. Chaplin against Henry Wiehe and Meri Wiehe (referred to hereinbefore) on October 25-1927, the defendant, Joseph Lomire, entered upon the real estate of Henry Wiehe and Meri Wiehe and cut timber. Parts of said timber so cut were sawn into lumber, a large portion of the logs so cut by the said defendant and a large portion of the lumber so sawn from said logs, has at all times remained upon the real estate above described, formerly owned by Henry Wiehe and Meri Wiehe and now owned by the plaintiffs above named, and said logs and timber or a portion thereof still remain on said land at this date.

6. That said timber was real estate and the identical timber now in the form of logs or lumber (or a large portion thereof) still remains upon the land in question, now the property of the Plaintiffs.

7. That the said Joseph Lomire refuses to allow the Plaintiffs to have possession of said logs & lumber, as well as certain standing trees, which the said Lomire proposes to cut, as well as certain props now cut and still located upon said land, as well as prop timber yet uncut.

8. That the said Lomire having refused to allow the plaintiffs to have said logs, lumber and timber and the possession of the same, the said plaintiffs have employed counsel to bring an action for damages against the said Joseph Lomire.

9. That in order to draw a declaration or plaintiffs statement in said action and in order to prepare said case for trial and to present proof of damages, it is necessary that the said Florian Patutschnig and Josephine Patutschnig be able to determine the board feet of logs and lumber and standing trees now located upon said land, which land is owned by the plaintiffs and as to which land and the logs, lumber and standing timber thereon the plaintiffs are entitled to possession.

10. That the plaintiffs employed certain agents to scale said lumber, logs and standing trees, in order that the plaintiffs might have the information necessary to bring said action at law for damages and to prove the damages sustained, and that said scalers in company with Florian Patutschnig attempted to scale said logs, lumber timber and standing trees, and that the Deft. Joseph Lomire, refused to allow the plaintiffs' agents to scale the same and threatened to physically injure the said plaintiffs and/or their agents if they attempted to scale the same.

11. That said information as so disclosed by the scale and measurement of said timber, is essential and necessary to the plaintiffs in their contemplated and proposed action at law against Joseph Lomire, in order that the plaintiffs may be able to plead and prove the damages sustained by them due to the conversion and acts of trespass of the said Joseph Lomire.

12. That the plaintiffs desire to have said logs, lumber, timber and standing trees scaled, and to scale the stumps of trees which have been severed, and that to scale and measure the same it will not be necessary to inflict any damage upon Joseph Lomire nor to cause him any inconvenience.

Continued on page 314.

Continued from page 313. #2 Dec D. 1930.

wherefore the plaintiffs need equitable relief and prays:-
1. That an injunction issue, preliminary now, to be made permanent after hearing had, enjoining and restraining the said Joseph Lomire, his agents, servants and employees from in any wise interfering with the plaintiffs or their agents, servants and employees in measuring and scaling the logs, timber, cut lumber and standing trees and stumps now located upon the land of Florian Patutschnig and Josephine Patutschnig hereinbefore described as being in Beccaria Twp. Clfd Co. Pa. and containing 56 acres more or less.
2. That the defendant render a statement showing the amount of timber in board feet which the deft has severed from the real estate in question, and that the defendant render a statement in board feet, which has been removed from the real estate, and also a statement showing the amount of timber in board feet which has been cut and still remains on the real estate; and that the defendant render a statement showing the amount received for all timber sold from the said real estate.
3 That the defendant render a statement showing the number of board feet of all logs, lumber, props and finished products which the defendant has manufactured from the timber severed from the real estate in question and which still remain upon said premises; and also, a statement showing the number of board feet of all logs, lumber, props and finished products which have been removed from said premises; and that the defendant render a statement showing the amount of money received for all manufactured products which have been sold.
4. That the plaintiffs have such other and equitable relief as to which they may be entitled.
5. That the defendant pay the costs of this proceeding.
Florian Patutschnig - Josephine Patutschnig.

Nov 3-1930 Order filed

And now the 3 day of November A.D. 1930 the Court orders and decrees that the defendant Joseph Lomire, his agents, servants and employes are hereby enjoined and restrained from in any wise interfering with the plaintiffs, Florian Patutschnig and Josephine Patutschnig and/or their agents, servants and employes, in measuring and scaling the logs, timber, cut lumber, standing trees and stumps now located upon the land of Florian Patutschnig and Josephine Patutschnig containing 56 acres or more, in the Township of Beccaria, Clearfield County, Penna. more particularly described in the deed from the Sheriff of Clearfield County to the said plaintiffs, recorded in the office of the Recorder of deeds of Clearfield County in Deed Book 284 page 228.
This injunction to be taken to be dissolved unless a motion is made to continue the same on the 17th day of November 1930. Plaintiffs to give bond in the sum of One Hundred Dollars.
By the Court A.R. Chase P.J.

Nov 3-1930 Bond in the sum of One Hundred dollars filed and approved by the Court, A.R. Chase P.J.

Nov. 3-1930 Injunction affidavit of Florian Patutschnig filed

Contd on Page 315

Now Nov 5. 1930 Served the within writ of injunction upon Joseph Lowire by handing to him personally a true and attested copy of the within writ and making known unto him the contents thereof. Also served three copies of the Bill in Equity together with the Notice endorsed thereon, Nov 5. 1930 on the within named Deft Joseph Lowire, personally by handing to him three true and attested printed copies thereof, and by making known to him the contents thereof So ans. Ira C. Mc Cluskey Shff

Nov 18. 1930 By paper filed Liveright & Smith Attys enter their appearance for Joseph Lowire Respondent

Order of Court: Now Nov 18. 1930 the preliminary injunction heretofore granted at the instance of the Plaintiff against the Defendant, be, and the same is hereby dissolved By the Court. A. R. Chase. P. J.

Dec 5. 1930 on Motion of Liveright & Smith & J. Mitchell Chase, attys for Joseph Lowire Defh after notice to Counsel for the plaintiff the time for filing answer is extended for 20 days. By the Court A. R. Chase P. J.

Dec 26. 1930 Answer of Defendant filed with service hereof accepted by Arnold & Smith, attys for Complainant

May 21. 1931 On June Argt List

Continued from Page 311 # 3 May T. 1930. May Isenberg vs Red Jay Coal Mining Co.

Aug 13	Raftsman's Journal, adv. & Ptg	65.60
" 22	Frank Hirst, auctioneer.	20.00
" 30	John Mills, Lock & Locks	.72
" 31	Edward Faust, Labor, 6½ days	32.50
31	Associated Gas & Elec Co. Power	295.00
Sep 15	Chase & Chaplin, atty Fees	100.00
	Liveright & Smith Counsel Fees	400.00
	John Scallin, Receiver, Comp.	500.00
17	Geo. W. Raleton, Costs	53.20
Oct 3	Geo. W. Raleton, Filing	5.00
		2206.70

Balance for distribution less cost of advertising this a/c 4635.17

#6841.87

All of which is respectfully submitted.

John V. Scallin,

Receiver.

And now, Nov. 3. 1930, it appearing that proof of Publication of the application for confirmation of within Receivers account having been duly made by publication in the Raftsmans Journal and Houtzdale Citizen two newspapers of general circulation published in Clearfield County and by mailing to each known creditor a copy thereof as required by Rules of Court and no exceptions having been filed thereto the within account is confirmed absolutely and Morris Silberblatt, Esq. is appointed Auditor to make distribution of the funds in the hands of John Scallin, Receiver, to and among those legally entitled thereto.

By the Court, A. R. Chase P. J.

Dec 8. 1930. Auditors Report filed.

The Auditor make distribution of the said funds as follows:-

Amount as shown in Receiver's Account	4635.17	
Less Costs of advertising	27.45	
Leaving in his hands		4607.74
Expenses of Audit:		
John Scallin, Esq. allowance for attending Auditors hearing	25.00	
Clearfield Republican advertising audit	4.00	
Raftsman Journal advertising audit	7.80	
M. L. Silberblatt Esq. Auditor	125.00	
Total expense of Audit		161.80

Priority Claims allowed

(A.) Labor Claims

Walter Laskawsky	13.94
John Sonousky	27.68
James Martin	29.52
Philip Philip, assigned to Isenberg Bros	57.36
John Solensky	162.00
Mike Pavlansky	85.00
Edward Faust	46.52
Ludwig Magensky	80.04
William LeCorre	75.04
Steve Laguaits	95.00
Andrew Begrela	65.00
Charles H. Badman	162.00
Clyde George Dressler	49.36
Total Labor Claims	948.46

Contd. on Page 317

(B.) Costs of Receivership unpaid
Associated Gas & Elec. System. Bal due for current used during Receivership 179.04
(C) State Workmens Ins Fund. due for premiums 118.29
(D) John W Newcomb tax collector. Woodward Twp. for 1929 Taxes 70.31
(E) James B Beatty. Tax collector Woodward Twp. for 1930 Taxes 75.97
(F) Sherkel Realty Co rent claim for office 200.00
(G) Kittaning Coal Co for royalties. one year rent preferred under Act of 1836. P. L 755. Royalties for one year being $4320.00 but there can only be applied to this claim the sum of 2853.87
Allowance is made to the Kittaning Coal Company in 4607.74
the sum of $2853.87. This sum represents the balance after payment of the priority claims enumerated in paragraph (5) A (b) (c) (d) (e) and (f).

There are no funds for distribution among the general creditors as listed in the testimony which is hereto attached.

All of which is respectfully submitted.

Morris Silberblatt. Auditor

Now Dec 8. 1930 Confirmed Ni Si. absolutely unless exceptions in four days. By the Court A R Chase P J.

Now Dec 19 1930 No exceptions having been filed this account confirmed absolutely. Geo W Ralston Prothy

Dec 15 1930 Petition for discharge filed

Order of Court: Now, Dec 15 1930 the foregoing petition read and considered it is decreed that John Scollins, Receiver of S B Isenberg & W H. Isenberg, Co-partners trading as Red Top Coal Mining Company, be discharged as prayed for and he and his bondsman are relieved from further obligation on their bond which they have filed in this Court.

By the Court A. R. Chase P J.

Contd from Page 243 Anna B. Burns vs William M. Burns No 3 Dec T. 1929

Jan 5. 1931. Settlement Memorandum filed as follows

Agreement made the 3rd day of Jan. A.D. 1931. among William M. Burns Trustee of Kentzdale Penna first party Anna B. Burns individually and as Executrix of the will of Leonard Burns of Clearfield Pa second party, and William M. Burns of Kentzdale Pa Howard Burns of Clearfield Pa and Leonard A. Burns and Catherine Burns Easley of Altoona and Barnesboro respectively, third parties

Whereas, on and prior to Oct 14. 1918. Leonard Burns of Kentzdale Pa was the owner in fee of certain real estate and the absolute owner of certain personal property, as his share of the estate of Catherine Burns, late of Kentzdale deceased, and

Whereas, on Oct 14. 1918. Leonard Burns made, executed and delivered to William Burns of the same place, a trust deed conveying all the real estate of which the said Leonard Burns was then seized and possessed, or in any manner entitled to, wheresoever the same might be situate, and also transferred all the personal property, goods, Chattels and Credits or choses in action of every description, to him the said Leonard Burns belonging, as by reference to said trust deed recorded in the Recorder's office for Clearfield County, Penna. in Deed Book Vol. 230, page 147. Will more fully appear and

Whereas, by virtue of said trust deed said William Burns on the execution of his trust entered into possession of all the real estate of Leonard Burns, and took charge of all the personal property and Controlled and managed both said real estate and said personalty up to the present time, and

Whereas, Leonard Burns on or about July 22. 1925, Married Anna B. Burns, plaintiff in the first above captained case, and

Whereas, Leonard Burns died on Aug 2. 1929, leaving to survive him his widow, said Anna B. Burns, but No issue, and

Whereas, Anna B. Burns in her own right and as executrix of the Estate of Leonard Burns, brought action to No. 3 December Term 1929, to end and determine the above recited trust and to Compel the transfer and delivery to her of all the subject Matter thereof, and heretofore at variance between them,

Whereas, the parties hereto desire to Conclude matters

Now Therefore, the parties hereto do agree, subject to the approval of the Court of Common Pleas of Clearfield County, Penna that the following decree shall be entered in the case as if an answer had been filed to the bill in equity and hearing had been held on bill and answer after issue joined.

And the said Anna B. Burns does hereby acknowledge and declare that she has received full and entire performance of the requirements imposed on William M. Burns, Trustee, by the text of the foregoing proposed Decree.

Witness the hands and seals of the parties hereto the day and year first above written. William M. Burns, Trustee, Anna B. Burns, individually and Executrix of Leonard Burns, H. P. Burns, Catherine Burns Easley, Leonard A Burns

Jan 5. 1931 settlement Memorandum approved by the Court. A R Chase P.J.

Decree:- January 5. 1931. the above Case having Come on for hearing and the Court having Considered the subject matter of the Controversy and the parties being present in Court and having thereunto requested, it is ordered adjudged and decreed as follows:

(1). The said William M. Burns has accounted in full to the Complainant for the property, goods, moneys, Choses in action, embraced within the trust Created by Leonard Burns by his trust deed of Oct 14. 1918. and that part of the bill of Compliant praying that the said William M. Burns be directed to account to the Complainant,

as a matter of accounting shall be and hereby is dismissed.

(2) William M. Burns has turned over to Anna B. Burns, individually all of the property, goods, moneys, securities, choses in action, chattels of every kind, character and description in his hands or possession as assets of the trust estate of Leonard Burns, as disclosed by his final accounting submitted to said Anna B. Burns, but not made a matter of record, saving and excepting therefrom the sum of $4220.06 reserved by him for the following items: Trustee's Compensation, $2720.06; W. Elbridge Brown, accounting service, $50.00; Boulton & Boulton, Counsel to trustee, $250.00; Fred B. Leavy, funeral bill $1200.00. A more particular description of the personal property made the subject of this decree is as follows: Cash $99,114.04; Securities $5,000 City of Altoona improvement bonds; $5,000 Debenture of Associated Gas and Electric Co.; 5 shares First National Bank of Houtzdale; 32½ shares of Grampian Supply Company, as appears by the settlement memorandum of the parties bearing date January 3, 1931, to be made a matter of record and submitted herewith.

(3) The said William M. Burns is ordered and directed to transfer title to the real estate turned over to Anna B. Burns, individually as above set forth, by a good and sufficient Conveyance or Conveyances, containing Customary Covenant of warranty by the trustee or its equivalents.

(4) William M. Burns shall be, and hereby is released and discharged of and from all the obligations and duties of trustee under said instrument of trust made by Leonard Burns dated October 14, 1918, recorded in the Recorders office for Clearfield County in Deed Book Volume 230, page 147.

(5) The said trust deed of Oct 14, 1918 from Leonard Burns to William M. Burns shall be, and is hereby decreed to be fully ended, determined and discharged, and the said William M. Burns is relieved and released of and from all liabilities and obligations thereunder or in respect thereof in any capacity whatsoever.

(6) The bill of Complaint filed in this case insofar as it has been brought by Anna B. Burns Executrix of the Estate of Leonard Burns, shall be, and hereby is dismissed.

By the Court. A. R. Chase P. J.

Jan 5, 1931 Above agreement and decree certified to Chas J. Margiotte atty

Contd from Page 297 No 1 Sept T. 1930 Mary Ellen Lingle vs Thomas Lingle

as equity shall require.

(3) Such other and further relief as justice and equity may require.

Hearing in the above matter held in the office of Edwad T. Kelly, Esq Clearfield, Pa at 2.00 o' clock P.M. Sept 30. 1930

There was present at the hearing Hon Singleton Bell, Atty for Mary Ellen Lingle, Reynold Lingle, Arrila Maines and Mary Martell.

Mr Bell offered (1st) The papers on Docket entry in the office of the Register of Wills and Clerk of the Orphans Court of Clearfield County for the purpose of showing that Geo. W. Lingle died Aug 1. 1921 intestate. (2nd) He offer the deed from William F. Krise and wife, dated June 5th 1871. and recorded in Clearfield County in Deed Book 1, Page 46. showing the transfer by William F. Krise to George W. Lingle of a certain tract of lands situate in Goshen Twp. Clearfield Co. Pa containg 55 acres and 132 perches and allowance.

Mary Ellen Lingle being duly sworn testified as follows: I am the the surviving widow of Geo W. Lingle. The following Children survive, Reynold Lingle, Arilla Maines, Mary Martell and Thomas Lingle all of whom are Married. As a family we lived in Goshen Twp on a piece of land Conveyed by Wm F. Krise to Geo. F. Lingle. After the death of Geo W. Lingle I remained on the place for a Couple of Months along with my son Thomas. Then Thomas got married and he and his wife stayed there until May 1930. I still own my interest in this land and the other children also own theirs. Since Mr Lingle's death most of the taxes were paid by me. I think I paid about $95.00 Thomas paid a little the last being in 1925. None of the other Children paid anything on the taxes. (Mr Thomas Lingle arrived and testimony was read to him) The probable value of this property is $950.00 Mr Foren Owens offered $900.00 Howard A. Graham of Commodore offered $950.00 I think that is a fair price. There is a house, barn, garage and Chicken Coop on the property. There is no one living on the property. The house and other buildings standing on the piece of property have always been used as buildings in Connection with the farm. I never had any offers to split it up. In my opinion this property could not be divided up to any advantage. There is no demand for houses and lots down there. The house stands about 100 yards from the house. I want to get this Matter Cleared up. It is the Consensus of opinion of all the parties assembled that $900.00 or $950.00 would be an equitable price for the 55 acres Mentioned in the William F. Krise deed. There was question about another piece of land and Mr. Lingle (Thomas) thought this price would not be equitable for the whole thing but he did think the price mentioned above would be equitable for the 55 acres. There is a question of title which can not be Cleared up on the other piece, Your Master is to deal only with the 55 acres mentioned above.

The meeting was adjourned and after some delay the property was finally sold to Foren Owens for 900.00 Your Auditor has received Check for same and has deposited it and hereunto makes distribution to the parties entitled thereto in the following manner.

Contd on Page 321

Amount for distribution:- 900.00
To Geo Ralston, Prothonotary for costs in Equity
proceedings and filing Auditors report 14.50
To L R Duke Tax Collector Gosken Twp
1927 taxes 65.15
1928 taxes 70.56
1929 taxes 70.56 206.27
To Co Treas for Taxes on propety returned to Treas 78.64
To Bell O'Laughlin & Silberblatt legal services with the
Estate and partition proceedings as per request
for allowance attached hereto 100.00
To Edward T Kelley Auditor 60.00 459.41
440.59
Distribution
Mrs Mary Ellen Lingle 146.87
Reynolds Lingle 73.43
Mrs Orrilla Maines 73.43
Mrs Mary Martell 73.43 440.59
Thomas Lingle (because of Judgment and notification
to the Auditor this share goes to Routch & Swartzel
Respectfully submitted
Edward T. Kelley, Auditor.

Now Dec 29. 1930 Confirmed Ni si. absolutely unless exceptions filed
within four days. By the Court. A R Chase P J

Now Jan 6. 1931 No exceptions having been filed to Auditors
report. the same is confirmed absolutely. Geo H Ralston Pro

February Term 1931

Boulton & Boulton — W. B. Arnold, L. J. Lukehart, M. I. Ebner, Marian E. Milliron, M. E. Milliron, Mrs. W. W. Milliron, Mrs Anna Lukehart, May L. Barclay, James Burrows, C. A. Barlett, Charles A. Fisher, C. D. Beck, Mrs C. D. Beck, E. W. Wolff, Frank Beck, H. C. Gray, C. H. Wonderling, D. S. Mauk, Joseph McCoy, H. O. Hendricks, Joseph B. Crispen, James F. Lasher

Jan 15

Pentz & Pentz — Du Bois National Bank of Du Bois Pa, Ray Chase Brigge, E. G. Bauman

Defendants

D. E. Hibner Trustee in Bankruptcy of Milliron Construction Company a Bankrupt

Intervening Defendant

Arnold & Smith

Pro		2.50
"		.50
"		.50
"		.50
"		.50
" Rule		2.10
Shff McCloskey		2.50
3/14/32 Geo. B. Stahl Jeff Sub	ck 276	1.70
Pro		.50
"		5.00
"		.50
"		1.00
"		2.50
Pro		3.00
Pro		1.00
		19.80
Jan 14-33 cert copies		2.50
Boulton & Boulton		500.00

March 23, 1933 - Rec'd. from DuBois Natl. Bank, Trustee check for $22.30 costs in full as follows: Shff. McCloskey $2.50; Geo. B. Stahl $1.70; Pro. $18.10 -

W. R. Gallagher, Pro.

Sat & Reffatty 3-8-33

Jan 15. 1931 Bill in Equity filed

Your orators Complain and say That the Pffs are residents of the state of Penna. and the defendant is a Corporation organized under the National banking laws of the United States having its location and place of business in the City of Du Bois, Clearfield County Pa

That the plaintiffs represent all of the preferred stockholders of the Milliron Construction Company, except Ray Chase Brigge and E. G. Bauman the said Brigg and Bauman owning shares and shares respectively and these two persons, not having signified any intention of joining in these proceedings are made parties defendant for the purpose of Concluding their interest and rights in the subject Matter of this suit.

That on the 9th day of Feb. 1925 and on 11th day of Feb. 1926, certain policies of insurance were written on the life of Wilson W. Millirow. These policies were Contracts whereby the Northwestern Mutual Life Insurance Company of Milwaukee Wis Corporation agreed to pay a sum stipulated to the Millirow Construction Company a Corporation organized under the laws of the state of Penna. as beneficiary upon proof of the death of the insured. Said policies are dated, Numbered and for amounts as follows

No. 178 6921,	Feb 9. 1925	20,000.00
1887413	Feb 11 1926	9,000.00
1887414	Feb 11. 1926	10,000.00

That the defendant on the 27th day of Dec. 1926, entered into an agreement with the Millirow Construction Company, a true Copy of which agreement is hereto annexed, Marked Plaintiff's Exhibit A. and made a part hereof whereby the defendant agreed to become beneficiary trustee under said insurance policies on the life of Wilson W. Millirow for the benefit of the holders of the preferred stock of the Millirow Construction Company

That the preferred stock of the Millirow Construction Company issued and outstanding in the hands of stock holders numbers 140 shares and of this number the Pffs represent shares, being in excess of a majority of all the outstanding preferred stock of the Millirow Construction Company

That in pursuance of the agreement of Dec 27. 1926 the beneficial interest of Millirow Construction Company in the policies of

That in pursuance of the agreement of Dec 27. 1926. the beneficial interest of Milliron Construction Company in the policies of insurance referred to in said agreement was duly assigned to the defendant by an assignment in writing, a true copy of which is hereto annexed. Marked Peffs Exhibit 3, and made a part hereof.

That said assignment of the beneficial interest in the policies of insurance by the Milliron Construction Company to the Defh was duly filed with the Northwestern Mutual Life Insurance Co. of Milwaukee Wisconsin as required by the terms of said policies

That under and by Virtue of said agreement of Dec 27. 1926 the Milliron Construction Company agreed to keep all premiums paid as they become due and in default thereof the defendant had the right to pay the premiums keeping the policies of insurance in force and effect reimbursing itself when the policies become due and collectable.

That on the ____ day of ____ 1929 the Milliron Construction Company was declared a bankrupt upon proceedings to #15036 in the United States District Court for the Western District in Pena. and since the above mentioned date upon which the Milliron Construction Company was declared a bankrupt, no payments of premiums have been made on said policies of insurance and the Northwestern Mutual Life Insurance Company has applied part of the Cash value of said policies to the payment of premms charging said payment against the Cash value of the policies,

That following the assignment of the beneficial interest in the policies of insurance and the execution of the agreement of Dec 27. 1926 as alleged, the premms on these policies were duly paid by the Milliron Construction Company up to the date of the bankruptcy and since that date no premms have been paid.

That the Cash surrender value of these policies at the present time is in excess of $4,000.00

That the Peffs desire to have the Cash surrender Value of said policies of insurance collected by the Defh and paid out to them under the trust herein alleged, Wherefore your orator needs equitable relief and prays

That it be decreed that the preferred stockholders of Milliron Construction Company be entitled to the benefit of the proceeds of the insurance policies on the life of Wilson W. Milliron as in this bill alleged.

That a decree be made directing the defendant to realize the Cash value of the insurance policies upon the life of Wilson W Milliron and assign to the defendant and to pay out the same to the holders of preferred stock of the Milliron Construction Company in proportion to their holdings of preferred stock upon a schedule of distribution to be made under further decree of the Court.

And the Court grant such other equitable relief as may seem just and proper. Harry Boulton and Harold Boulton attys for Peff

Jan 15. 1931 service for Du Bois National Bank one of the within named defendants, accepted by Peretz + Peretz Attys for Du Bois Nate Bank

Febry 5-1931 By paper filed Peretz & Peretz attys enter their appearance for Du Bois Nat'l Bank

Feb 24. 1931 Petition to Intervene filed

And Now, Feb 20. 1931 Notice being given to Boulton + Boulton Attys for Peff. of the presentation of this petition and no objections being received thereto, the Court, after Consideration grants D. E. Hibner Trustee in Bankruptcy of the Milliron Construction Company A. Bankrupt. leave to Intervene as a party defendant in this proceeding and to file an answer and be heard in the Premises. By the Court A. R. Rhone P. J

Contd on Page 324

1 Feb T. 1931 W. B. Arnold + Du Bois Natl Bank

Mar 2 1931 Answer of Du Bois Natl Bank one of above named Defts filed with service accepted Mar 2. 1931 by Boulton + Boulton Attys for Plffs.

March 2. 1931 Answer of D. E. Hibner. Trustee in Bankruptcy of Millron Construction Co and intervening Defendants filed with service accepted Mar 2. 1931 By Boulton + Boulton attys for Plffs

June 4. 1931 Answer of Plffs to New Matter set forth in answer of D. E. Hibner Trustee in Bankruptcy of Millron Construction Company. intervening defendant filed

June 5. 1931 Service accepted by Arnold + Smith attys

June 4. 1931 Answer of Plffs to New Matter in answer of Du Bois National Bank of Du Bois Pa one of the above named defendants.

June 8. 1931 Service accepted by Copy Reutz + Reutz attys for Du Bois State Bank

June 8. 193 Petition for Rule filed

And Now June 8. 1931 the above petition having been read and considered upon Motion of Boulton + Boulton. Attys for petitioners. rule granted and E. G. Bauman and R. H. Gray are hereby ordered to appear and show Cause why they should not be joined as party defendants in the above entitled action and their interest concluded by the outcome thereof. Returnable October Argument Court,

By the Court A. R. Chase P. J

June 8. 1931 Rule issued to Shff Mc Closkey

Now July 22. 1931 Rule returned unserved By directions of the atty for Peff. So ans Ira C. Mc Closkey Shff

Aug 19. 1931 Petition to join parties plaintiff filed

Order:- Now. Aug 17. 1931 upon Motion of Boulton + Boulton. attys for R. H. Gray. E. G. Bauman and Ray C. Briggs leave is granted to strike such parties names from the record of the above case as defendants and make them of the parties plaintiff. By the Court. A. R. Chase P. J

Jan 25. 1932 Testimony taken Aug 17. 1931 before A. R. Chase P. J. filed

Mar 31. 1932 Testimony filed which was taken March 18. 1932 at a Continued Hearing.

June 27. 1932 Answer of Peffs to New Matter in answer of Du Bois Natl Bank of Du Bois Pa one of above Defts

June 27 1932 Stipulation of Counsels that depostion of Chas. W. Brigge shall be received in evidence without objections

June 27. 1932 Depositions of Chas. W. Brigge taken Mar 17. 1932 filed

June 27. 1932 Opinion or Decree of Court filed

June 29. 1932 Pet of D. E. Hiber Trustee in Bankruptcy filed praying the Court to withdraw the former paper or decree.

June 29. 1932 Exceptions filed to paper filed June 27 1932 Arnold + Smith atty for D. E. Hiber Trustee

June 29. 1932 Exceptions allowed as prayed for. By the Court, A. R. Chase P. J

July 7. 1932 Petition having been presented requesting the Court to withdraw former order of Court filed June 27. 1932 wherein the Court discussed the issues raised in the Bill in Equity and the legal conclusions reached. although the Court feels that there could be no question as to the Conclusions reached by the Court as to the law and what the findings of facts were. The request is granted and the Court files of this date Opinion and Decree Ni si

By the Court A. R. Chase P. J

July 7. 1932 Opinion and Decree Ni si filed

Cont'd. on Page 325.

Cont'd from Page 324 - #1 Feb. T. 1931

Aug. 3, 1932 - Discussion and disposition by the Court of the exceptions to findings of facts and conclusions of law, and decree of Court nisi filed.

Defendant's exceptions twenty-six to forty-five to the failure or refusal of the Court to answer substantially defendant's requests for conclusions of law are overruled. The discussion and rulings above set forth control the disposition of these exceptions. Exceptions to each ruling noted and Bills sealed to D. E Hibner, intervening defendant.

Aug. 3rd 1932. By the Court. A. R. Chase, P. J.

Aug. 3, 1932 - Final decree filed.

And now, August 3rd, 1932, upon consideration of the foregoing case, it is ordered, adjudged and decreed, as follows:

1. The Defendant, DuBois National Bank of DuBois, Pa., be and is hereby directed to liquidate, collect and receive from the Northwestern Mutual Life Insurance Company of Milwaukee, Wis., the cash surrender value of policies No. 1786921, 1887413, and 1887414 issued by the said Northwestern Mutual Life Insurance Company of Milwaukee, Wis., on the life of Wilson W. Milliron and of which policies of inurance the said defendant is the beneficiary in trust for the plaintiffs:

2. Upon collection of the cash surrender value of said insurance policies, the trustee, DuBois National Bank of DuBois, Pa., shall file in this court to the number and term of this proceeding an accounting of its collection and the cash surrender values of the insurance policies aforesaid and distribution thereof in the manner and to the parties as decreed by Clause 4 of this decree. Notice of such filing of account shall be given to the parties of record.

3. The claims of D. E. Hibner, Trustee in Bankruptcy of Milliron Construction Company, to said policies of insurance or to the realization of cash surrender values thereof be and the same are hereby dismissed, except as to any surplus of money in the hands of DuBois National Bank of DuBois, Pa., after redemption in full at par of the preferred stock of Milliron Construction Co., owned by the plaintiffs.

4. The fund arising from the collection of the cash surrender value of said policies of insurance shall be distributed (a) to the costs of this case; (b) to the reasonable expenses and compensation of the DuBois National Bank of DuBois, Pa., as trustee; (c) to the claims of plaintiffs as holders of preferred stock of Milliron Construction Company in the aggregate amount of $14,000;

5. The costs of this proceeding from and after the intervention of D. E. Hibner, Trustee in Bankruptcy of Milliron Construction Company, shall be paid by the said D. E. Hibner, Trustee in Bankruptcy, and all prior costs shall be paid out of the fund for distribution to plaintiffs. By the Court. A. R. Chase, P. J.

Aug 29 1932 Certiorari from Supreme Court filed with Rule on Appellee to appear and plead on the Return day of the writ. Ret Second Monday April 1933. (filed by John C. Arnold & N. Wallace Smith attys.

Jan 7. 1933 Stipulation filed.

Jan 10 1933 Certificate of discontinuance from Supreme Court filed

The above appeal is hereby withdrawn and discontinued by order of John C. Arnold Atty for Appellant.

Mar 7 1933 Pet for taxing fees as costs filed

Now March 7 1933 upon petition of Harry Boulton and Harold J. Boulton the sum of Five Hundred Dollars is directed to be taxed as part of the costs in the case payable to Harry Boulton and Harold J. Boulton for solicitors fees. By the Court. A. R. Chase P. J.

March 25, 1933 - First and Final Account of DuBois National Bank of DuBois, Pa. in the insurance policies for the security of the preferred stockholders of the Milliron Construction Company filed.

Dr. Accountant charges itself with the following items, to wit:

Surrender settlement on the following policies:

Continued on page 384

February Term 1931

Arnold & Smith	Rachel Hayes Dorathy Hayes Annie Marguerite Barbarino		Jan. 19-1931 Bill in Equity filed To the Honorable A. R. Chase P. J. of said Court. 1. Your orators, Rachel Hayes and Dorathy Hayes are residents of the City of DuBois, Clfd. Co. Pa. and your orator Annie Marguerite Barbarino, is a resident of Armstrong Co. Pa.
Jan. 19	2		
Liveright & Smith	Herbert A. Moore James H. Moore		2. The Respondents Herbert A. Moore and James H. Moore are residents of the City of DuBois.
			3. That your orators are children of
	Pro	2.50	Cecelia I. Hayes, late of the City of DuBois, Clfd Co. Pa.
	Pro	.50	that said Cecelia I. Hayes left to survive her
	"	.50	six children to wit your three orators,
		.50	Rachel Hayes, Dorathy Hayes and Marguerite
	"	.60 1.50	Barbarino, Alice K Campbell of New Castle, Pa.
	"	.60 1.50	Ralph B. Hayes of Salem, Ohio & Jean M.
	Pro Des	1.00	Callahan of DuBois, Pa.
10-22-31	Pro	2.00	
		$11.20	4. That the said Cecelia I. Hayes was
9/ 10-26-31			a daughter of Reuben H. Moore, a resident of Brady Township, Clfd. Co. Pa. who died during the year 1916 and as such and by virtue of a certain family settlement and conveyances made in pursuance thereof the said Cecelia I Hayes became the owner of a one-sixth interest in certain lands known as the properties of the Reuben H. Moore Estate that the other owners, each of whom owned a one-sixth interest therein were Esther Moore, Nancy Elma Phillips, Alice B. Kirk, James H. Moore, and Herbert A. Moore.
			5. That the said Cecelia I. Hayes died on the 14th day of January 1927 and by her will appointed her brothers James H. Moore and Herbert A. Moore as her executors and Trustees that a copy of the will of said Cecelia I. Hayes is here attached and made a part hereof and marked Exhibit "A".
			6. That thereafter to wit, on or about April 2-1930, a division of the said Reuben H. Moore properties was made between Esther Moore, Nancy Elma Phillips and Alice B. Kirk on the one side and Herbert A. Moore James H. Moore and the Cecelia I Hayes heirs on the other and that deeds were exchanged at that time in pursuance of such settlement whereby four parcels of said property were conveyed to James H. Moore, Herbert A. Moore, Alice K Campbell, Ralph B. Hayes, Rachel Hayes, Dorathy Hayes, Annie Marguerite Barbarino and Jean M. Callahan; conveyance being made concurrently therewith of certain other properties to the other three owners of said Reuben H. Moore Estate; that by virtue thereof the said four properties became the property of James H. Moore and Herbert A. Moore

respectively as to one third each and the said Children of Cecelia I. Hayes became the owners of the other one third thereof, subject to the rights and powers of the Executors and Trustees under the will of the said Cecelia I. Hayes: the interest of each of the complainants herein being an undivided one-eighteenth 1/18 in the four properties

7. Thereafter the said James H. Moore and Herbert A. Moore obtained the execution and delivery of a deed from five of said Children of Cecelia I. Hayes conveying to the grantees all of their interest in the four properties aforesaid, constituting a portion of what was formerly the Reuben H. Moore Estate. Said deed was dated July 25. 1930, acknowledged the same day and is recorded in Clearfield County in Deed Book 297 Page 107; a copy of same being hereto attached and marked Exhibit "B".

8. The Complainants aver and say that the execution and delivery of the deed referred to as Exhibit "B" was obtained from them by fraud and misrepresentation, and that they have been injured thereby.

Your petitioners therefore pray:

1. That the conveyance referred to as Exhibit "B" be set aside & annulled.

2. That the entire transaction of which said Exhibit "B" was a part be rescinded and annulled and all and and any papers which may have been executed in connection therewith by the complainants be returned to the complainants and declared null & void by the Court.

3. That the respondents be required to file an account of all their transactions as agents for the complainants or in any other capacity on their behalf except those transaction for which the respondents are accountable to the Orphans' Court of Clearfield County.

4. That a decree be made and enjoining the said James H. Moore & Herbert A. Moore from conveying transferring or incumbering in anywise whatsoever the real estate which was so conveyed to them in Exhibit "B".

5. Such other equitable relief as may be required for the protection of the complainants in the matters herein complained of.

Arnold & Smith, Solicitors Rachel Hayes,
Dorothy Hayes & Annie Marguerite Barbarino
Pentz & Pentz, Solicitors Annie M. Barbarino.

And now the 19th day of January A. D. 1931, the foregoing Bill in Equity being presented, the Court orders and decrees that pending hearing to be had thereon, a rule issue upon Herbert A. Moore and James H. Moore to show cause why they should not be enjoined and restrained from selling, conveying, leasing, incumbering or otherwise disposing of the four properties or parcels of real estate formerly part of the Reuben H. Moore Estate, which were conveyed to the Respondents by the complainants so far as the shares of the complainants therein are included; said rule to be returnable the 26th day of January 1931 at 10 O'Clock A. M. By the Court, A. R. Chase P. J.

Now January 21. 1931 Service of Rule and Bill in Equity for injunction accepted by Herbert A. Moore and James H. Moore.

Jan. 26-1931. Liveright & Smith enters their appearance for Herbert A. Moore and James H. Moore, defendants.

Jan. 26-1931 Motion for Continuance & order of Court filed.

Jan. 26-1931 Motion presented and counsel for the respective parties concurring therein hearing of motion for preliminary injunction

Continued on page 328

#2 Feb. T. 1931. Rachel Hayes etal vs Herbert A. Moore etal.

continued to the filing defendants to the same date.

Mar 25. 1931 Answer of Herbert A Moore etal filed with service accepted March 25, 1931 by Arnold and Smith attys

Mar 30. 1931 amendment to answer filed Mar 31. 1931 Service accepted. Arnold & Smith attys for complainant

Sep 20 1931 On Oct argt list

Oct 22-1931 Decree filed.

Now Oct 22-1931 - the parties to this proceeding in equity having agreed among themselves upon a settlement of the matters in controversy therein, and having agreed upon this form of consent decree to effect the purpose thereof, on motion of Pentz & Pentz and Arnold & Smith, attorneys for the complainants, and Silversight & Smith, attorneys for the Respondent, it is ordered & decreed as follows,-

(1) The respondents herein shall execute and deliver concurrently herewith a deed conveying to the complainants their interests in the R H Moore Estate properties which were conveyed by them to the respondents by deed dated July 25-1930 and recorded in Clfd Co. in Deed Book 297 Page 107,

(2) The respondents admit that there is due and payable from them to Rachel Hayes & Dorothy Hayes the following items:-

Their share in the items referred to in the 17th paragraph of the Bill in Equity and answer amounting to $255.42 each.

Their share in the item referred to in the 18th paragraph of the Bill in Equity and answer amounting to $69.64

Their share in the item mentioned in the 19th paragraph of the Bill in Equity and answer amounting to $169.16

A total of items owing by the respondents to each of the complainants of $454.22.

(3) The respondents admit that there is due & payable from them to Annie Marguerite Barbarino the following items:-

Her share in the item referred to in the 18th paragraph of the Bill in Equity and answers amounting to $69.64

Her share in the item mentioned in the 19th paragraph of the Bill in Equity and answers amounting to $129.16.

A total of items owing by the respondents to said Annie Marguerite Barbarino of $198.80.

(4) The complainants admit that they are chargeable in settlement with the following items:- Their shares in the difference of $5075.00 paid in cash to Esther Moore, Nancy Elma Phillips and Alice B. Kirk amounting to $281.94 each with interest thereon, Their Share in the $100.00 paid by the Cecelia S. Hayes Estate in settlement of the legacies of Reuben H. Moore and Ann Lulbur Moore amounting to $16.66 each. A total of items owing by each of the complainants to the respondents of $298.60, with the interest item added as above set forth.

(5) The said Rachel Hayes and Dorothy Hayes also admit that they are each chargable with $100.00 by reason of a check for $200.00 given to them by the respondents on account, on or about Sep. 28-1929.

(6) The settlement of the items mentioned in the preceding paragraph leaves a net amount owing from the respondents to each of the two complainants, Dorothy Hayes & Rachel Hayes of $55.62 and leaves a net amount of $99.80 owing from Annie Marguerite Barbarino to the respondents. Said amounts are fixed as if they

Continued to page 329

were the balances arrived at after settlement of the accounts of the respondents as trustees and agents of said R. H. Moore real Estate for the period prior to March 1-1930, and no further accounting for such period shall be required of said trustees & agents by the Complainants; but this decree shall not relieve the respondents of the their duty to account in the Orphans Court or otherwise for assets of the Cecelia A Hayes Estate, or from accountings other than those involved in the handling of the real estate formerly of R. H. Moore, deceased, if any.

(7) The costs of this proceeding shall be paid by the respondents.

(8) The respondents shall account for all rents, issues and profits of said lands from March 1-1930, against which they shall be entitled to all proper credits.

(9) The Complainants agree that adjustment shall be made in the balances above stated by reason of stock in the Depoit National Bank sold for Thirteen Hundred Twenty-five Dollars in which the interest of Dorothy Hayes and Rachel Hayes is an undivided one-sixth each of the Cecelia Hayes share instead of one-half each, and that Annie Marguerite Garbarino is also entitled to her one-sixth of said item. The balances as above stated are to be modified accordingly. The said one-sixth in each case is Thirty-six and 80/100 dollars.

(10) The Complainants shall return to the respondents their notes heretofare given in payment for the real estate conveyed.

(11) The respondents agree to indemnify the complainants against the payment of any share in the note given to raise the $5675.00 difference in value in the settlement with Esther Moore, et al, except their share of interest thereon. By the Court, A. R. Chase P.J.

February Term 1931

Bell, O'Laughlin & Silberblatt	Anthony Capatch		Jan. 23-1931, Bill in Equity filed.
			To the Hon. A.R. Chas. President Judge of said Court,
Jan. 23	3		The Plaintiff above named avers that he is entitled to Equitable relief upon the following facts:
William C. Chase,	Joseph Loddo		1. That he is a resident of the Fourth Ward of Clearfield Borough
			2. That Joseph Loddo, defendant above named
	Pro	2.50	is a resident of the Third Ward of Clearfield Boro.
	"	50	3. That prior to the 8th day of September 1930 Joseph
		50	Loddo owned and maintained a barber shop
		50	situate on Daisy St. in the Fourth Ward of the Borough of Clearfield
			4. That a verbal agreement was made and entered into by and between the Plaintiff and defendant above named for the purchase of the barber shop, good will and equipment then owned and maintained by the said Joseph Loddo as aforesaid.
			5. That the total purchase price for said barber shop amounted to One Thousand Dollars and it was discussed, contemplated and agreed by the parties during their negotiations that the said Joseph Loddo would not engage in the barbering business or as a barber within the Borough of Clearfield or the Township of Lawrence for a period of ten years from the date of said purchase.
			6. That the price paid for said barber shop and barbering business was based upon the promise of the said Joseph Loddo not to practice his profession as a barber within the Borough of Clearfield or Township of Lawrence, as aforesaid.
			7. That the purchase price paid for said business was an excessive price for the physical equipment received, but was based upon the promise and agreement of the said Joseph Loddo not to engage in the barbering business or as a barber within the limitations above set forth.
			8. That Mrs. Amelia Guy of the Fourth Ward of Clearfield Borough paid into the said Joseph Loddo of the sum of $100.00 of said purchase price in consideration of his promise as aforesaid and that the Plaintiff above named paid unto said Joseph Loddo the sum of $900.00 to complete the purchase of the physical equipment, good will and trade of the said Joseph Loddo.
			9. That upon the payment of the said $900.00 a bill of sale was made and entered into by and between the Plaintiff and defendant aforesaid covering the transfer of the physical property good will and trade of Joseph Loddo, defendant above named.

Continued on page 331

Wherefore, the plaintiff needs equitable relief and prays the Court as follows:=
First; That after a hearing had, a permanent injunction be issued restraining the said Joseph Loddo from engaging in the barbering business either in a shop of his own, or by working for some other person as corporation, as a barber, within the Borough of Clearfield or Lawrence Twp.
Second; That such other relief may be granted to the plaintiff as justice and equity shall require.
Third; That the defendant be required to pay the costs of this proceeding. And he will ever pray. Anthony Capatch.

Order:

Now Jan 23-1931 the within bill in equity having been read and considered, it is directed that a hearing be had thereon on the 20th day of February 1931, at which time such further order will be made as may be necessary in this cause. By the Court
A. R. Chase P.J.

And now Jan 22-1931, Service accepted for Defendant.
William C. Chase, atty for deft.

Jan 30. 1931 By paper filed William C. Chase atty enters his appearance for Deft.

Feb 24. 1930 Answer of Deft filed service accepted Feb 24. 1931 by copy Bell. O'Laughlin & Silberblatt Attys

Testimony having been taken in this case it is ordered and directed that the testimony be transcribed and filed, and that the parties in interest file findings of facts and conclusions of law in order that this issue may be placed on the Argument List for May for final disposition. By the Court: A R Chase P. J

April 13, 1931 Notice of lodging testimony filed

April 13 1931 Testimony filed

Now June 20. 1931 it is ordered and directed that this cause not to proceed further or go on the argument list unless ordered on by the Court. By the Court A R Chase P J

February Term 1931

Kramer & Kramer	W. Clark Kittleberger & Guy S. Evans trading as Kittleberger & Evans		Jan. 31 - 1931 Bill in Equity filed. 3 copies cert. to Shff.
Jan. 31	4		W. Clark Kittleberger & Guy C. Evans, trading as Kittleberger & Evans of Clearfield, Pa. bring this bill against Lause S. Flaharty and Alice Flaharty, his wife, whose residence is 121 Walker St, Buffalo N.Y. and against the Home Builders Company, a Corporation Clearfield Pa, and the County National Bank of Clearfield, a corp. Both of whom hold Charters from the Commonwealth of Penna. and the plaintiffs do complain and say:
Arnold & Smith	Lause S. Flaharty Alice Flaharty Home Builders Company a Corporation County National Bank of Clearfield, a corp.		1. That on or about the 6th day of June 1924 the defendant Lause S. Flaharty acquired by agreement of sale an equitable interest in lot No. 18 in the Home Builders Plat of lots in Clearfield Borough, which is bounded and described as follows, - "Beginning at a post being the Southeast corner of Third St. & Leamy ave. thence along Third St. extended in a southerly direction and crossing Fourth St. to the Northeast corner of Sixth St. and Elm ave: thence by line of Sixth St. East 120 ft. more or less to Leamy Ave., thence along Leamy Ave. in a Northwesterly direction and crossing Fourth St. to Third St. & place of beginning. Excepting and reserving lots 28. 29 & 30 previously conveyed". Said Contract of sale was entered into which the Home Builders Co, a corp. who agreed to sell said lot to Lause S. Flaharty and to make a deed therefore in fee simple, the said Flaharty to pay therefore the sum of seven hundred dollars & and to begin the construction of a house within sixty days at a costs of not less than three thousand dollars.
	Pro By atty	2.50	
	"	.50	
	Shff. McCloskey	4.20	
	Pro	.50	
	"	.50	
Shff McCloskey		1.00	
	Pro	.50	
Shff McCloskey		3.75	
Shff of Buffalo Pd by Pegg atty		5.00	
	Pro	1.50	
	"	1.00	
		20.95	
	Pro	3.00	
S/ 6 Sept 1-13-32	Atty Sup Court	3.00	
	Pro	1.75	
	10 Exp	.39	
Printing	" John E Hess Appleal Book	16.16	
	Pro	1.50	
		46.71	
			2. That Lause S. Flaharty subsequent to said agreement and previous to 1926, entered into possession of said lot and either within the stipulated sixty days or within such other period as was satisfactory to Home Builders Co. Constructed a dwelling house upon the premises to the satisfaction of said Company.
			3. That Lause S. Flaharty continued in possession thereof and continued to have, possess and enjoy an equitable interest in such house and lot from that time until on or about December 22, 1930.
			4. That on or about March 1 - 1929 Lause S. Flaharty gave a Judgment note to the Plaintiff in the amount of $540.00, covering a then existing indebtedness, and which note was to become due, and did on Sept. 1 - 1929, and which still remains entirely unpaid.

5. That on July 31, 1929, the plaintiffs caused said note to be entered in judgment form in the Court of Common Pleas of Clearfield County to No. 375 Sept. T. 1929, against Lause S. Flaharty, said Flaharty then still having an equitable interest in the premises described in Paragraph 1.

6. That on or about June 8. 1929 Lause S. Flaharty gave a judgment note to the plaintiffs in the amount of $64.91 covering a then existing indebtedness, and which note was to become due, and did, on Dec. 8, 1929 and which still remains entirely unpaid.

7. That on Jan. 20, 1930, the plaintiffs caused said note to be entered in judgment form in the Court of C. P. of Clfd. Co. to No. 176 Feb. T. 1930, against Lause S. Flaharty, said Flaharty then still having an equitable interest in the premises described in paragraph 1 hereof.

8. That Alice Flaharty, one of the defendants, is the wife of Lause Flaharty, and as such is not liable to plaintiffs for the indebtedness represented by the two notes, now in judgment form, mentioned in paragraphs 4 to 7 hereof. Nor are plaintiffs' judgment entered against her.

9. That on the 6th day of December, 1930, the Home Builders Company made a deed for lot No 18 in the Home Builders Plat, Clearfield Co. to Alice Flaharty, wife of Lause S Flaharty. Said deed was acknowledged for the Co. on Dec. 11-1930, in Deed Book No. 298 Pg. 53.

10. That on said 22nd day of Dec. 1930, an action in ejectment was begun in the Court of Common Pleas of Clearfield County to No. 78 Feb. T. 1931, by Home Builders Co. against Lause S Flaharty for possession of said lot No. 18; and on said date the defendants filed an answer admitting the facts in statement in ejectment and authorized any attorney to confess judgment against him. And on the same day the Prothonotary entered judgment in ejectment in favor of the plaintiff and against the defendant.

11. That no writ of habere facias possessionem was issued.

12. That on the same date as the entry of judgment in ejectment to wit; Dec. 22-1930 a mortgage was executed by Alice Flaharty and Lause S. Flaharty, her husband, to the County National Bank of Clearfield securing the just sum of $5210.25 and covering the said lot No. 18, title to which had just vested in Alice Flaharty on the same day.

13. That previous thereto the County National Bank had been the holder of certain notes aggregating about five thousand dollars which plaintiffs believe and expect to be able to prove were made by Lause S. Flaharty to the order of Home Builders Company, and which came to the bank by way of discount.

14. That the plaintiffs believe and expect to prove that whereas the bank was an indirect creditor of Lause S. Flaharty previous to these dealings, looking principally to the Home Builders Company, that following them it became a direct creditor of Alice Flaharty by virtue of the mortgage, though probably holding said mortgage as collateral for the payment of these notes theretofore discounted.

15. That the said ejectment and the conveyance to Alice Flaharty divested Lause S. Flaharty of all his property within Clearfield County and, plaintiffs believe, within the State of Penna. He has no assets of any kind, known to the plaintiffs, other than household furniture which, if his, is of a value of less than the exemption allowed by law. Wherefore they pray for the following Relief:— 1. That the ejectment proceedings and the conveyance by the Home Builders Company to Alice Flaharty be declared void as to the creditors of Lause S. Flaharty for the reason that they are hindered

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Continued from Page 333. No. 4 Feb. T. 1931

delayed and their rights defeated thereby.
2. That the liens of Kittleberger & Evans be declared a first lien upon the said real estate, and priar to the lien of the mortgage of December 22, 1930, to the County National Bank.
3. Such other relief as, in the nature of the case, the Court may deem proper.

Jan 31, 1931, Service here of accepted. Arnold & Smith, atty for Co. Nat'l Bank & Home Builders Company.

Feb 3 1931 By paper for Home Builders filed Arnold & Smith attys enter their appearance for Co and County National Bank Clearfield Pa

Feb. 21 1931 Served the within bill in Equity on Laure S. Flaharty and Alice Flaharty by sending to them by registered mail at No 121 Welkers St. Buffalo N.Y. a true & attested copy of the same as per registered return receipt hereto attached & made a part of this return. So Ans Ira C. Mc Closkey, Sheriff

Feb 24 1931 Answer raising preliminary objections to Bill in Equity filed by Home Builders Company with service accepted by Copy Feb 25. 1931 by Kramer & Kramer Attys for Plff

Feb 24 1931 Answer raising preliminary objections to Bill in Equity filed by County National Bank, Clearfield Pa with service accepted by Copy by Kramer & Kramer Attys for Plff

May 6. 1931 Petition for leave to amend Bill in Equity filed Now. May 6. leave granted to amend as prayed for By the Court, A R Chase P.J.

May 6. 1931 Amended Bill in Equity filed. 3 Copies Certfd to Shff with service accepted May 5. 1931 for County Nath Bank and Home Bueders Co. by Arnold & Smith attys

Now June 1. 1931 make return of Nihil Habet as to Laure S. Flaharty and Alice Flaharty Defts on amended Bill in Equity So answers Ira C Mc Closkey Sheriff

Dec 1. 1931 Pet for leave to amend Bill in Equity filed and Now Nov 30. 1931 Leave granted to amend as prayed for By the Court A R Chase P.J. Dec 1. 1931 the amendment filed with service accepted Nov 30. 1931 by Arnold & Smith attys for Deft. (6 Copies Certified to Sheriff)

Dec 1. 1931. Pet for leave to serve bill in Equity on Non-resident Defts filed!

Order of Court:- Now Nov 30. 1931 it appearing that two of the Defendants to wit Laure S. Flaharty and Alice Flaharty, are non-residents residing at 121 Welker Street, Buffalo. N.Y. and it further appearing that service has been made upon two of the principal defendants and that the real estate which is the subject matter of the bill in equity is located within the jurisdiction of this Court it is ordered and directed that bill in equity, amended bills and all other process in this suit be served upon Laure S. Flaharty and alice Flaharty wherever they may be found and that within thirty days after such service of the bill and amended bills in equity they shall cause an appearance to be entered in their behalf and shall within such period of time make a full and Complete answer under oath or Judgment may be taken against them pro Confesso and a decree entered in their absence

By the Court A. R. Chase P.J

Now Nov. 30. 1931 Service accepted by Arnold & Smith attys for Defts

Dec 3. 1931 Answer to amended Bill filed by Arnold & Smith 2 copies Cert to Shff

Dec 5. 1931 we have read the within answer Kramer & Kramer attys for Plff

Dec 18. 1931 Answer to amended bill in Equity filed service accepted by copy

Dec 21, 1931 Kramer & Kramer atty for Plff

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Jan 11. 1932 affedavit of service filed Dec 9 1931 served Petition for leave to amend and amended Bill in Equity on Lause S Flaharty and Alice Flaharty personally by leaving with each of them a true and attested copy thereof so ans Harry G. Eldred

Jan 11. 1932 the within petition for leave to amend Bill in Equity and the amended Bill in Equty service on Lause S Flaharty and Alice Flaharty Defts by the Sheriff of Erie County Buffalo N Y as per his return of service hereto attached So ans Dan C McCloskey Sheriff

Jan 11. 1932 Order to take Judgment in Equity pro Confesso filed

Now Jan 11. 1932 the foregoing bill in Equity amended Bill in Equity seconds amended bill in Equity and order of Court to make service on the non resident Defeddants having been duly served upon Lause S Flaharty and Alice Flaharty and they having been duly served with a rule to enter an appearance within fifteen days and to make a full and complete answer, under oath, within thirty days; such service having been made upon them personally at Buffalo N. Y. on the 9 Th day of December 1931 the Prothonotary is directed to take said bill against the defendants Lause S. Flaharty and Alice Flaharty pro confesso. No appearance having been entered or answer filed. Kramer and Kramer, Attys for Plffs

Decree Pro Confesso against Lause S. Flaharty and Alice Flaharty.

W. R. Gallagher, Pro

Order of Court:- Now March 26 1932 it is ordered and decreed that this Bill in Equity W. Clark Kittleberger and Guy S. Evans, trading as Kittleberger & Evans against Lause S. Flaharty, Alice Flaharty Home Builders Company and County National Bank of Clearfield, a Corporation, is dismissed. As to the Home Builders and the County National Bank of Clearfield. Exceptions noted bill sealed. By the Court

April 22. 1932 Certiorari from Superior Court filed A R Chase PJ

there to No. 187 Oct Term 1932 with Rule on Appellee to appear and plead on the Return day of the Writ. Ret Fourth Monday Oct. 1932.

April 20. 1932 Service accepted by Arnold & Smith attys for Deft

Sept 13, 1932 - Certificate of amount in Controversy filed:- We the undersigned attys for the appellant & appellee hereby stipulate that the amount involved does not exceed $2000.00. Donald R Kramer, atty for appellant. Arnold & Smith atty. for appellee

Now, September 13th, 1932, by virtue of the foregoing stipulation I Hereby certify that the amount involved in this case does not exceed $2000.00.

By the Court A. R. Chase, P. J.

Mar 15. 1933 Remittitur from Superior Court filed and decree of the lower Court, dismissing the bill as to Home Builders Company and County National Bank of Clearfield is affirmed.

Dec 4. 1933 Motion for Judgt upon Decree pro Confesso, filed

Now Dec 4. 1933 Judgment having been taken pro Confesso for want of an appearance and answer as to Lause S. Flaharty and Alice Flaharty, and no appearance for them having since been entered nor any Motion to open, the Court will order as follows:-

Judgment is entered in favor of the Pffs, W. Clark Kittleberger and Guy S. Evans and against the Defts Lause S. Flaharty and Alice Flaharty his wife, upon the Decree pro Confesso. By the Court, A. R. Chase P J

Judgment upon the Decree pro Confesso against Lause S. Flaharty and Alice Flaharty Defts

Now Dec 4. 1933 Copy of above Motion has been served upon me. W Wallace Smith atty for Co. Natl Bank of Clfd.

February Term 1931

Bell, O'Laughlin & Silberblatt
Morgan, Lewis & Bockius.

5

Feb. 2

Integrity Trust Company Trustee.

Irvona Coal & Coke Company

Pro 2.50
" .50
" .50
" .50
" 3.00
" .50
" .50
" decree 8.00
" Rept Recor 1.00
" Dis 1.00
18.00

Feb 2-1931. Bill in Equity filed.

Integrity Trust Company, a corporation duly created by and existing under the laws of the State of Penna., as Trustee, brings this its Bill of complaint against Irvona Coal & Coke Co., a corp. duly organized by and existing under the laws of the State of Penna. and avers as follows.

1. That the plaintiff, Integrity Trust Company, is also, at all the times wherein it is hereinafter mentioned, was a corporation duly organized and existing under the laws of the State of Penna. having its principal office and place of business in the City and County of Philadelphia in said state and as such corporation, at all the times wherein it is hereinafter mentioned was and still is duly authorized and empowered to hold in trust the property conveyed to it as hereinafter more fully set forth and to execute the trusts expressed and declared in the mortgage and supplemental mortgage hereinafter described.

2. Upon information and belief, defendant Irvona Coal & Coke Co. (hereinafter sometimes called the Company) at the time of the execution of the mortgage and supplemental mortgage hereinafter described, was and still is a corporation duly organized and existing under and by virtue of the laws of the State of Penna. having an office, mines and other property in Beccaria Twp. Clfd. Co. in said State.

3. That, as the plaintiff is informed and believes, the Co. at the time of the execution of the mortgage hereinafter described, did own and now does own the property described in said mortgage.

4. That as the plaintiff is informed and believes, the defendant subsequent to the time of execution of the said mortgage has acquired certain property, including particularly the coal and mining rights thereto in, under and upon three certain tracts or pieces of land situate in Beccaria Twp. Clfd Co. Pa. said property being fully described as Parcel No. 8 Page 19 et seq of the mortgage "Exhibit A", hereinafter more fully described in Paragraph VI hereof; and further from time to time has acquired machinery and equipment of various kinds, all of which has been used in connection with the operation of the mortgaged premises and is subject to the lien of the said mortgage

5. That as the plaintiff is informed and believes on or about the first day of December, 1925 for its corporate purposes the Company, being thereunto duly authorized by law pursuant to due and lawful authority and to deed and

S 2-1-31 Pro Rec'd

July 21-1931 Rec'd of Geo. M. Gleason Prothy Costs $18.00
Geo. W. Ralston, Pro

9-5-31
9/3/31 Pro Certs Copies R. Byatt 10.00

" recording decree 7.65

Oct 5, 1931 Pro Costs Recd 7.65 as taxed above
Geo. W. Ralston Pro

Pro Certs order and Informations 2.00

Oct 16. 1931 above Costs of 2.00 pd Ck by Morgan Lewis + Bockius by A. M. Latty
Geo W Ralston Bro

11/2/31 Pro 1.00

corporate action of its board of directors and stockholders duly authorized the issue of its First Mortgage Seven per Cent. Sinking Fund Gold Bonds for an aggregate principal amount of $300,000.00 at any one time outstanding, the said bonds to be in denomination of $1000.00 each to be dated as of the first day of December, 1925, to mature on the first day of December 1935, and to bear interest at the rate of 7% per annum payable semiannually on the first days of June and December in each year, and to be payable both as to principal and interest at the office of Integrity Trust Company in the City of Phila. in gold coin of the U.S. of America of or equal to the then existing standard of weight and fineness; and the bonds to be in coupon form, registerable as to principal only.

Wherefore the plaintiff prays:-

1 That said mortgage dated as of Dec. 1-1925 and said supplemental mortgage dated May 20, 1927 executed and delivered to the defendant Co. to plaintiff, the Trustee therein named, as hereinabove set forth may be foreclosed and that the same may be decreed to be a valid and subsisting lien upon all of the property (real & personal) in said mortgage described and thereby conveyed or transferred to the Trustee as intended so to be, or which since the date of said mortgage has become subject thereto, prior and superior to the interests or liens or claims of the defendant herein and of all persons claiming under or through it subsequent to the date of the said mortgage; that the amount due on the bonds outstanding and secured by said mortgage for principal and interest, together with interest on the amount of such principal and interest, may be ascertained, declared and determined that the nature extent and character of the mortgaged property and premises be ascertained and determined; and that the defendant Company may be decreed to pay to the plaintiff for the use and benefit of the holders of the bonds secured by said mortgage the amount due for principal and interest thereon, together with interest on said principal and interest on all moneys now due and to become due and payable under and by virtue of said mortgage together with a sum sufficient to pay the costs of this action and all advances costs and expenses of the plaintiff as Trustee as aforesaid, within a short day to be fixed by the Court; and that in default thereof the defendant Company and all persons claiming by, through or under it, may be forever barred and foreclosed of and from all equity of redemption and claim of, in and to said mortgaged property and premises and every part and parcel thereof; and that all & singular said property in said mortgage described and thereby conveyed or intended so to be, or which has since become subject thereto, may be sold under a decree or decrees of this Honorable Court; and that the moneys arising from such sale or sales, after deduction has been made from the proceeds of any such sale of the costs, expenses, fees and other charges of the same and a reasonable compensation to the plaintiff as Trustee, its agents and attorneys, and all its expenses and or advances incurred in the premises, and all payments which may be made for taxes, assessments or liens prior to the lien of said mortgage, except any taxes, assessments or other superior liens subject to which such sale shall be made, be applied to the payment of the whole amount at that time unpaid of said $187000.00 of outstanding bonds secured by said mortgage for principal and interest, with

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interest on said principal and interest, and if there shall be any surplus after making such payments the same shall be applied in such a way as this Honorable Court may direct; and if there shall be any deficiency after making said payments that the plaintiff may have judgment against the defendant Company for the amount of such deficiency.

2. That a writ of injunction may be issued out of and under the seal of this Honorable Court, directing, commanding, enjoining and restraining the defendant Company, its officers, agents and employees, and all other persons firms & corporations whatsoever and wheresoever located situated or domiciled, from interfering with, transfering, selling or disposing of, attaching levying upon or in any manner whatsoever disturbing any part of the property embraced in or under said mortgage.

3. That a receiver may be appointed, with the usual powers of receivers in like cases, of the premises and property covered by said mortgage and of the rents, tolls, earnings, profits, revenues, and income thereof and that such directions may be made as may be equitable and proper so as to impound all the rents, tolls, earnings, profits revenues and income of the property covered by said mortgage from and after the date of the filing of this Complaint for the benefit & protection and further security of the plaintiff, as trustee, and the holders of the bonds outstanding under and secured by said mortgage.

4. That the plaintiff may have such other and further relief in the premises as the nature and circumstances of this case may require and as to this Honorable Court may seem meet.

Integrity Trust Company By: W. H. Conger Jr. Vice President

Feb. 2-1931 Order appointing Receiver filed.

This cause having come on to be heard upon the bill of complaint and the answers thereto of the defendant, Irvona Coal & Coke Co. on motion of the attorneys for the plaintiff the defendant having appeared by counsel and been heard, and due deliberation being had, it is now to wit, 193, ordered adjudged and decreed

1. That Geo. M. Gleason be and he is hereby appointed Receiver of all and singular the property, real, personal and mixed of every kind and character belonging to the defendant Irvona Coal & Coke Company, and described or embraced in the mortgage dated Dec 1-1925 and the supplemented mortgage dated May 20, 1927 executed by Irvona Coal & Coke Co. to Integrity Trust Company as Trustee of all the reversions, remainders, rents, issues and profits thereof.

2. That the said Receiver be and he is hereby authorized and directed forthwith to enter into possession of and to hold the said property of the defendant; to preserve said property in proper condition and repair and to protect the title and possession of the same; to collect and receive all the income and all moneys due or hereafter to become due to the defendant, Irvona Coal & Coke Company arising out of said properties and to pay all expenses necessary and incident to the carrying out of said duties

3. That the said Receiver be and he is hereby authorized and empowered to institute and prosecute all such suits or proceedings either in his own name as Receiver or in the name of said defendant, or otherwise, as he may be advised by

Counsel to be necessary and proper in the discharge of his duties and for acquiring, securing and protecting the property and assets of the said defendant; also to appear in and to Conduct the prosecution or defense of any suits or proceedings now pending or which may hereafter be brought in any Court by or against the said defendant, the prosecution or defense of which will, in the judgment of the Receiver, be necessary or proper.

4. That before entering upon the discharge of his duties the said Receiver shall file in the office of the Clerk of this Court a bond in the penal sum of $10,000. with surety to be approved by the Court, Conditioned for the faithful performance of his duties.

5. That the said defendant Ind its officers, directors, agents and employees, and all other persons whomsoever, be any they hereby are required and Commanded forthwith upon the demand of the said Receiver or his duly authorized agent, to turn over and deliver to the said Receiver any of the said property in his hands or under his Control, and in like manner to turn over and deliver to the said Receiver all books, vouchers, and otherwise evidences relating to the property of the defendant. And the defendant Irvona Coal & Coke Company, and its officers, directors, agents, and employees, and all other persons Claiming to act by, through or under the defendant and all other persons whomsoever, are hereby enjoined and restrained from interfering with, transferring, selling or disposing of any part of the property over which the Receiver is hereby appointed and from interferring in any way whatsoever with the possession management of ady part of the property in the custody of the Receiver, and from levying upon or attempting to see or Convey by judicial process or otherwise any portion of the property in the custody of the Receiver.

6. That the Receiver or any party in interest may apply to this Court for further directions, and the Court reserves the right by orders hereinafter to be made, to modify this decree and in all respects to regulate and control the conduct of the Receiver.

7. Said Receiver hereby named, within four weeks hereof, shall make a report to the Court as to the character and extent of the property of the defendant, the interests in and known Claims against it, its income producing capacity, and the best method of realizing its value for the benefit of those interested.

By the Court, A. R. Chase P. J.

Feb 3-1931 Receivers bond filed and approved by the Court.
J A. R. Chase P. J.

Feb 2, 1931 Answer of Deft Irvona Coal & Coke Co. filed.

Feb 9, 1931 Receiver's Petition for Leave to employ Counsel & Order of Court fitted.

Feb 7, 1931 the foregoing petition of Wm M. Gleason, Receiver, presented & Considered; and the said Receiver is hereby empowered and authorized to employ the firm of Liveright & Smith and Bell, O'Laughlin & Silberblatt, as his legal Counsel in the Receivership of Irvona Coal & Coke Co.

By the Court, A. R. Chase P. J.

Feb. 9-1931 Motion for appointment of Appraisers & Order of Court fitted.

Feb. 7-1931, upon Consideration of the above motion of the Receivers, William Burns, Esq. Hautzdale & C. D. Cushing of Osceola Mills are appointed appraisers to perform the duties as such according to the requirements of Rule 46 of the Rules of Equity Practice

By the Court, A. R. Chase P. J.

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5 Feb I. 1921 Integrity Trust Co vs Irvona Coal and Coke Co

Inventory and appraisement of the goods, Chattels, rights and Credits of the Irvona Coal and Coke Company a Corporation, taken and made in Conformity with the above deposition.

Fan Shaft

1 Jeffrey Fan, Centrifugal #1324 6' X 3'	75.00
1-75 H.P Ridgway Induction Motor #1044 3 Ph- 60 Cy., 2200 Volts 720 R.P.M. Compete with starting panel, base pully, oil switch	270.00
1-200 Kw Ridgway Motor Generator St. synchronous Motor #242. 300 H.P. 900 R.P.M. 3 phase, 60 Cycles 2200 Volts. type MS. Serial #28004. Genator #1732. Design #2200.8, 200 K.W. 728 Amperes, 275 volts, Unit Complete with switch board and istarting apparatus. Above located at air shaft	600.00
1 MS Set ditto except Motor #558 Type ATB Serial #28004. Generator #2234. Design #22008	400.00

Tipple

3-15 K.Va Westinghouse Transformers, type S Style #109509A	45.00
1-20 H.P GE induction Motor, type Rt. Form B Model 2149, Serial #3953447, 3 ph. 60 Cy, 220 Volts, 860 R.P.M. (on slack dump Conveyor belt)	70.00
1-7½ HP GE induction Motor, type Rt. form C. Model #45092, Serial #3944148, 3 ph. 60 Cy. 220 volts, (on Conveyor)	50.00
1-7½ H.P GE induction Motor form C. Serial #4192221. 3 ph 60 Cy. 220 volts, 868 Rpm, (on picking table)	50.00
1- Barkley Rotary Dump- 1 Howe Dial Scale	10.00
1 Picking table	50.00
2 Conveyors (belt conveyors) (one dump one slack)	200.00

In Shops -- blacksmith

1-5 H.P Crocker Wheeler induction Motor 3 Ph, 60 Cy 220 Volts, 1140 R.P.M. #268523 (on saws)	25.00
1 Drill Press Complete with Champion Motor #102486, 250 volts, ½ HP, 1750 RPM	15.00
2 Champion Blacksmith forge blowers, 3 Ph, 60 Cy 220 volts, #79898 and #79899	16.00
1 Power saw	4.00

Lamp Room

260 Edison Cap lamps Model E and F	100.00
8 Wolf Safety flame lamps	8.00
2 Charging racks for 200 lamps Complete with rheostats	10.00

In Car Shops

1 Chain hoists ½ ton	20.00
1 air Compressor, Ingersoll Rand direct Current, Model #74358, type BCR-430, size 5"x5" portable type on Wheels, 36" guage, Complete with GE type RC, Motor 15 H.P	40.00
1 Jack Hammer Drill	15.00

In Locomotive Shops

1-13 Ton Jeffrey Locomotives	#4476	700.00
1-13 Ton Jeffrey Locomotive	#4477	700.00
1-5 Ton Jeffrey Locomotive	#4337	600.00
1-3 Ton Jeffrey "	#4577	500.00
1-3 Ton Jeffrey "	#4470	500.00

1-3 Jon Jeffrey Locomotive #7172 500.00
1-3 Jon Jeffrey " #7173 500.00
1 Jeffrey 35 B Coal cutting machine #10867 direct current, 250 volts 400.00
1 Jeffrey Coal cutting machine #10868 400.00
1 Jeffrey 35 B Coal cutting machine #10869 400.00
1 Goodman Universal Coal cutting machine #5620, D C., 250 Volts 300.00
1 Westinghouse Locomotive #12111 old type, not serviceable, square bumpers, about 6 tons, 1 armature at Flood City 25.00

Pumps

1-1400 GPM Weinman Centrifugal Pump #7881 fig #493, type 2 B single stage, Double Suction, 8" suction, 8" discharge complete with 1-100 H.P Western Electric Induction Motor Type 1 form K, 3 Ph 60 Cy, 220 Volts, 1800 R P M, 40 degree 300.00

1 Pittsburgh 25 Kva transformer #904358 2200 Volts Primary, 220-440 Volts secondary 40.00
1 Pittsburgh Transformer #904359 40.00
1 " " #92503 40.00

400 GPM Weinman Centrifugal Pump 4" suction, 4" discharge, shop #13371, fig #493 Complete with 1-20 HP Westinghouse type SK DC Motor #4603655, Style #448334, frame #83, 230 Volts on above Pump. 125.00

1-100 GPM Weinman Centrifugal Pump Shop #8838, 2" Suction, 1½" discharge. Complete with 1-7½ HP Motor DC Motor, 230 volts on above pump 65.00

1-50 GPM Deming Triplex Plunger Pump, Shop #12111, fig 73 Size 4"x5 Complete with 1-5 HP Imperial DC Motor #187B4 type 3, 150 RPM on above Pump 50.00

1 Deming Ajax Plunger pump, fig 3617, Complete with Westinghouse DC Motor 50.00

1-Weinman Self Oiling Plunger 509 P M. Pump Size fig 538 Complete with Imperial DC Motor 3 HP type HOL, 1750 RPM, 230 volts 50.00

1-Weinman Self Oiling Plunger Pump #9673, fig 538, 509 P.M Complete with type SK 5 HP Westinghouse DC Motor 1600 RPM, 230 volts, Style #316340, Serial #194776 3 50.00

1-500 GPM Morris Centrifugal Pump, fig #455 5" suction, 5" discharge, Shop #6005 Complete with 20 HP Westinghouse DC Motor, Style #N369329, Serial #4437387, 230 volts, 1750 RPM 150.00

1-30 GPM Deming Ajax Plunger Pump Shop #2902½, fig. #3617, complete with Westinghouse DC Motor 5 HP Style #186370, Serial #20340 28, 1800 RPM, type SK, 230 Volts 50.00

1-30 GPM Deming Plunger Pump fig 3617 Complete with 5 HP Westinghouse DC Motor 1750 RPM, 230 volts (no name Plate on motor) 50.00

1-250 GPM Weinman Centrifugal Pump, Shop #6858, 3" suction, 3" discharge, Complete with 25 HP GE type JK induction motor Model 3, form 3, Serial #318 3731, 3 Ph 60 Cy 220 volts, 1750 R P M. 100.00

1-Yough 30 GPM Plunger Pump #25393 3" suction, 2" Discharge, Complete with 3½ Westinghouse type SK DC Motor #1025718, 230 Volts 50.00

1-Weinman 30 GPM Self Oiling Plunger Pump, fig 538, Complete with Imperial DC Motor #33381, form C-1750 R P M, type H L V, 230 volts frame #B-2 50.00

1-250 GPM Morris Centrifugal Pump 2" suction 2" discharge, fig 455 complete with 7½ HP Westinghouse Motor 1150 RPM (no name Plate on motor) 50.00

1-30 GPM Deming Plunger Pump fig #609 Complete with 3 H P GE DC Motor #674919, type acc, form A 8, 230 volts 1150 R P M 50.00

1-Weinman Deep Well Pump, Shot #8766, fig 331, type CBD 40 GPM, Complete with 10 HP Imperial induction motor #30637 50.00

2-15 KVA GE transformers, #1940188 and #1940126, Type H, form N 2200 to 220 volts 40.00

1-Oaks Room Hoist Complete with 5 HP Star Motor #65572 75.00
1-Oaks Room Hoist Complete with 3 HP Star Motor #62852 75.00
1-Oaks Room Hoist Complete with 5 HP Star motor #108964 75.00
1-Oaks Room Hoist #714 Complete with 5 HP Star Motor #65569 75.00
1-Brownie Room Hoist #770 Complete with Crocker Wheeler Motor 5 HP #541073 75.00
1-Brownie Room #459, Hoist Complete with 3 HP Motor #474869, from Marion Centre 75.00
1-Brownie Room Hoist #485 Complete with 1/3 HP Motor #454645 75.00
1-Brownie Room Hoist #481 with 5 HP Crocker Wheeler 5 HP Motor (Hoist incomplete) 25.00
1-Oaks Room Hoist #204 Complete with Star 3 HP Motor #63627, Marion Center 75.00
1-Star 5 HP type SA-3 Hoist motor #58567 35.00

1-Railroad Siding about 7200 ft
80# and 70# rails Complete with 3 switches 70# and 80# 400.00
about 2500 ft, 80 lb rails (loose rails not in place)
About 32600 ft 45 lb rail (in place in mine to 3rd south) 1350.00
about 3600 ft 40 lb rail (in place in 16th Left) 144.00
(Left) 5000 ft rail 25 lb and 16 lb (in place in 14th left) 102.00
" 4000 ft rail 25 lb (in place in 10th right) 100.00
" 3000 ft rail 16 lb (in place in 10th right 48.00
" 4000 ft " 16 lb (in place in 2nd right 60.00
" 2500 ft " 40 lb (in place in 5th right 96.00
" 2000 ft " 16 lb (in place in 6th right 32.00
" 2000 ft " 40 lb (in place in 2nd Main) 60.00
above Complete with frogs and switches
" 13000 ft 4/0 insulated feeder wire)
" 1700 ft 2/0 base " "
" 20000 ft 4/0 grooved trolley wire
" 9000 ft 2/0 " " " 1400.00
" 1000 Clamps and hangers 90.00

" 40000 ft insul #8 #6 #4 Copper wire
" 10000 ft galvanized telephone wire
" 1000 ft Bare 6 hole Cable 75.00
329 Mine Cars @ $85.00 each 1644.00
3000 ft 4" iron pipe in Place 40.00
600 ft 6" wood pipe 3.00
500 ft 3" iron Pipe in place 5.00
700 ft 2" iron Pipe in Place 3.00

Buildings

1-Brick fan house 5.00
1-Power house, wood and brick 5.00
1-Tipple structure 20.00
1-Repair Shop building + supply house 50' x 100' 30.00
1-Sand house 1.00
1-First aid building 1.00
26-2 Story frame houses @ $15.00 each 390.00
18-1 story frame house 4 rooms 10.00
1-1 story frame houses 16 " 25.00
4-1 story frame houses, double houses 60.00
4-1 story frame shanties 10.00
640 acres of land including farm 500.00

Office Equipment

1-Roll top Desk 10 00
1-typewriter desk, large, with typewriter 25.00
1-typewriter small " " 15.00
1-Double flat top desk " 15.00
1-surge " " " 10 00
1 Burroughs Electric adding Machine 50.00
1 Check writer 1.00
8 Chairs 8.00
1 Safe 25.00
2 Filing Cabinets 15.00
1 transfer filing Cabinet 2.50
1 Clothes tree .50

Securities

291 Shares Pa. Bit Casualty Stock in hands of Integrity Trust Co 2465.45
291 Shares Dema Bit Casualty Stock in hands of Indemnity Co. of N. America as Collateral in litigation for Federal Taxes with Claim for attorneys fee against it, Subject to Claim for attys fees and litigation 2910.00

1 lot of props 5' long (about 400) 10.00
1-4" pipe Cleaner (Iso Devit type) 10.00
1 lot misc repair parts and supplies in supply room 9.00
3 Lowering Jacks 3.00
1-5" new iron gate valve 1.00
1 Prestolite tank with bunsen burner 2.00
1 heating stove, Mars #15 in lamp room 3.00
8 telephones 20.00

Integrity Trust Co vs Irvona Coal & Coke Co
No 5 Feb T 1931

1- Vise in Carpenter Shop		1.00
1- lot Blacksmith tools and anvils		4.00
1 Vise in Blacksmith Shop		2.00
1- lot in Blacksmith iron	about 200 lbs	2.00
1 grind stone		1.00
1 stillson wrench		1.00
1 lot blacksmith supplies	bolts. nuts. washers etc	2.00
2 locomotive rerailers		2.00
1 Portable electric drill		2.00
1 Pipe Vise		1.00
1 hand press		3.00
1 set 4" pipe dies and stock		5.00
1-9 " lathe		25.00
1 grinder		5.00
spare armature for 13 ton Jeffrey Locomotive		50.00
1-3 ton Y & T spur gear Chain hoist with Monorail		40.00
1- hand blower for blacksmith forge		2.00
1 electric puncher		20.00
1 lot Locomotive repair parts		10.00
1 Wright 1/2 ton Chain hoist		15.00
1 lot extra locomotive wheels		15.00
Items from Fallen Timber		
1-10 HP Fan motor		40.00
1- lot of old 2nd hand rails		20.00
Big Bend		
1 Wenman Pump #11030. without motor eaten out worthless		5.00
1 Wenman Pump #9761 with Motor #231.3964		70.00
1 Jeffrey Mining machine #10870		500.00
1 Jeffrey Locomotive # 5733, 5 ton		600.00
50 mine cars		300.00
Marion Center		
1 Goodman Mining Machine #5621		300.00
Total		24,473.45

C. D. Cushing
Wm Burns
Appraisers

Order of Court: Report and Petition of Receiver filed Mar 24 1931 the foregoing petition of Gus M. Gleason, Receiver of Irvona Coal & Coke Company, for leave to make sale to Cambria Smokeless Coal Company, of the assets of the first named Corporation for Fourteen Thousand One Hundred ($14,100.00) Dollars presented, read & considered, and it is ordered and directed as follows,-

1. That the 6th day of April, 1931, at ten O'Clock A.M. be and the same is hereby fixed as the time for hearing on said petition

2. That the said Receiver give notice by ordinary mail to all known creditors of Irvona Coal & Coke Company of the pendency of said petition, and of the date and place that hearing thereon will be held, said notice to contain, among other things, a clause informing creditors that in the absence of valid exceptions to the proposed sale to Cambria Smokeless Coal Company, such sale will be ordered on the day fixed for hearing.

3. Advertisement of the pendency of the petition and of the time of hearing thereon shall be made once in a newspaper of general circulation in Clearfield County prior to the sale

4. The Receiver shall take such reasonable steps as may be deemed necessary to assure to the proposed purchaser, if the sale be authorized, a good and marketable title to the property intended to be bought, free and clear of liens and encumbrances; and to that end shall adapt such course as may be judicious in respect of the mortgage of Integrity Trust Company.

5. The Court will make a definitive decree, as may be warranted by the facts falling the hearing provided for. Notice of order of Court to be given to the Auditor General Department, as provided by law

By the Court, A. R. Chase P. J.

Mar 26 1931 Notice of Receiver of date of sale and hearing filed. Date of hearing April 6, 1931
apr 30 1931 motion to amend Bill of complaint

Order: And Now this 27th day of April 1931. a Rule is granted upon Deft in the above recited Cause, to show cause why the Plaintiff shall not amend its Bill filed in the above recited Cause by filing the annexed amendments to the original Bill filed herein and why the Deft shall not be required to answer said Bill as amended within thirty days after the Bill as amended shall be served upon them. Returnable the 29th day of April 1931 By the Court
A R Chase P J

Apr. 30. 1931 Amended Bill of Complaint filed

Apr 30 1931 Answer of Defts Irvona Coal & Coke Company to the amended Bill of Complaint filed,

Apr 30; 1931, Decree of Foreclosure of mortgage and Sale of Mortgaged premises filed.

This Cause having come on to be heard upon the Bill of Complaint and Amended Bill of Complaint and the Answers thereto of the Defendant Irvona Coal & Coke Company admitting each and every of the allegations contained in the said bill of Complaint, on motion of the attorneys for the Plaintiff, the Defendant having appeared by counsel and been heard, and due deliberation being had, it is now, to wit, April 27, 1931, Ordered, adjudged and Decreed:-

continued on page 343

I: General findings = All of the allegations of the Bill of Complaint of Integrity Trust Company as Trustee filed herein are true. The Court has jurisdiction of all the parties to this cause and of the subject matter therein involved. The entry of this decree is necessary for the proper administration and disposition of the assets of the defendant, Irvona Coal & Coke Company and the protection of its bondholders and other creditors.

II - Proceedings Had Herein — On the 31st, day of January, 1931 the complainant herein filed its Bill of Complaint against the Defendant Company in this Court, February Term 1931, No. 5 praying among other things for the foreclosure and sale of the mortgaged premises and pending the same for the appointment of a receiver of the property covered by the mortgage. Thereafter the defendant company duly filed herein its answer to said Bill of Complaint, admitting all the allegations thereof and joining in the prayers for relief contained therein. Thereafter on February — 1931 an Order was duly made by this Court in said cause appointing Gus M. Gleason, Receiver of all the property of every kind and description and described or embraced in the Mortgage from the Defendant Irvona Coal & Coke, to the Integrity Trust Company as Trustee and dated Dec. 1st, 1925, and a certain Supplemental Mortgage dated May 20, 1927, with full power to enter into possession and to preserve said property in proper condition and repair and to protect the title and possession of the same. Said Gus M. Gleason so appointed Receiver duly qualified as such, and thereupon by virtue and under authority of the said Order, entered upon and took possession of the said property. On or about March 24, 1931 said Gus M. Gleason, Receiver presented a Petition to this Court asking leave to sell certain of the assets of the defendant Co. at private sale to Cambria Smokeless Coal Company for the sum of $14,100. Pursuant to said Petition this Court held a hearing thereon April 6, 1931, following which hearing the said Petition was dismissed. On or about April 27-1931, the plaintiff herein filed an amended Bill of Complaint and the Defendant Company filed answers thereto admitting all the allegations thereof and joining in the prayers for relief contained therein. Except as aforesaid, no proceedings have been had at law or in equity for the recovery of the debt secured by the said mortgage by the defendant Company.

III. Execution of Mortgage:— On or about Dec. 1-1925 defendant Company for the purpose of borrowing money for its lawful uses and purposes, and pursuant to due and lawful authority and to due corporate action of its board of directors and stock holders, duly made and executed under its corporate seal and delivered to Integrity Trust Company, a corporation theretofore created by and then existing under the laws of the State of Penna., as Trustee, an Indenture, a true copy whereof marked Exhibit "A" is annexed to said Bill of Complaint of Integrity Trust Company, as Trustee, and on or about May 20th 1927 another Indenture and mortgage supplemental thereto a true copy whereof marked Exhibit "B" is also annexed to said Bill of Complaint, wherein & whereby the defendant company granted, bargained, sold, conveyed, assigned and transferred to Integrity Trust Company, as Trustee, its successor or successors and its and their assigns forever, as therein provided, the property therein & hereinafter described: in trust for the equal and proportionate use, benefit and security of each all all and every person, firm corporation association and party

Contd to page 345

May Term 1931

Liveright & Smith

In re:
Dill Family Trust

Mar 30 — 1

Pro by atty H 65 9 K 2.50
" 1.00
" 1.60 1.50
" 1.00
" .50
" .50
A.B. Shaw Ltd H 60 K 25.00
32.60

Mar 30, 1931 Petition of Settlors partly to terminate Trust filed,

To the Honorable A.R. Chase, President Judge

The petition of Anna Dill Rey, Henry Wroff Dill, Alice Hayward Dill and Edith Dill Reed, respectfully represents:

1. Anna Dill Rey is settlor and she and the other petitioners are beneficiaries under an agreement of trust, dated the 12th day of July 1922, in which Anna Dill Rey and the Clearfield Trust Company are named as trustees. A true and correct Copy of said agreement of trust is hereto attached, marked exhibit "A" and made a part hereof.

2. Under said agreement of trust, they, the petitioners herein directly or indirectly out of their own assets and estate, transferred to the Trustees named the sum of $30,000.00 in trust for the uses & purposes & the powers therein enumerated

3. The principal features of said trust agreement are outlined as follows,-

(a) The trustees are required to divide the trust into four equal parts for the beneficiaries named, who are the petitioners herein and/or their issue, and until such actual division the trustees are required to set aside and undivided equal part for each of said four beneficiaries

(b) The net income of the Trust Fund is to be payable in equal shares to the beneficiaries during their joint lives.

(C) On the death of any beneficiary leaving issue, the income formerly by him or her received, is to go to the issue of such beneficiary during the perod of the trust,

(d) On the death of any beneficiary without issue his or her share of the income is made payable to the surviving beneficiaries to the exclusion of issue of a dead beneficiary.

(e) The Trustees are required to hold the Corpus of the trust estate during the lifetime of the survivor of the four beneficiaries with an alternative that the ultimate survivor of the four beneficiaries, at any time during his or her life, by a writing delivered to the trustees, may terminate the trust

(f) Upon termination of the trust

1. at the death of all the beneficiaries, or

2. By the act of the ultimate survivor, the trustees are required to distribute the Corpus of the trust estate,

1. To the issue of a deceased beneficiary, the share of such beneficiary

2. To the terminating survivor the share of any beneficiary dead without issue, to the

S 6/17/31

June 22 1931 Recd of Trustees Costs:- atty 2.50 A.B. Shaw 25.00 Pro. 5.10 Total Recd 32.60 Geo. W. Raleton Pro

12/2/38 Pro. By Chase & Swoope 12/3/38 .50
4/20/39 Pro. By " " 5/9/39 .50
6/21/39 Pro 1C 2713-2714 .50
10/27/39 Pro Pasb. 1st & R. acct Pd by Trustees 7.00
Pro recording 8.00
11/6/39 Pro Pd 2-6-40 by atty .50
4-15-42 Pro .50
4-15-42 Pro 1.00
4-22-42 Pro apr. 17. 1945. Paid by Edith D. Reed and Frederick H. Atwood 15.00 .50
4-4-45 R. acct Pro 5.00
Pro adv CK 303-304 8.00
5-24-45 Pro By Trustees 6-1-45 1.00
Pro By Trustees 7-7-45 2.50

exclusion of issue of a deceased beneficiary.

3. If the last survivor does not terminate the trust, the share or shares are to be distributed at the death of the last survivor as though the latter had died seized or possessed thereof, but in accordance with any last will of such survivor, and

4. If the last survivor died without a will, distribution is to be made in accordance with the intestate laws of Penna. as if such survivor were seized and possessed of the property absolutely.

4. The trust agreement contains a spendthrift clause, and a clause making the trust irrevocable.

5. Your petitioners are aged respectively as follows:- Anna Dill Rey aged 62 years; Henry Groff Dill, aged 57; Alice Hayward Dill, aged 54 years; and Edith Dill Reed aged 46 years.

6. Edith Dill Reed is the only one of the petitioners who is married and/or who has issue. Her husband is Fred B. Reed and the names and ages of her children follow: Fred B. Reed, Jr. 20 years; Boynton D. Reed, 16 years; and Edith D. Reed, 13 years.

7. None of the petitioners contemplates marriage. They are sorely in need of ready funds, all their assets and estate having become the subject of the trust involved in this petition. To relieve their needs and to enable them suitable to provide therefor, they desire to withdraw from the operation of the trust the sum of $5000.00 to be divided equally among the four of them, and to that end they are willing that the definitive order of the Court shall provide that notwithstanding such withdrawal,

(a) The Children of Edith Dill Reed, if they become beneficially interested in the trust, shall have & enjoy their proportionate share of the income thereof, as if the withdrawal of $5000.00 had not taken place, and that the proportions of your petitioners in such income shall be ratably abated to bring about such a result.

(b) That the said Children of Edith Dill Reed if they become beneficially interested in the Corpus of the trust estate, shall have and enjoy their full proportion thereof, as if there had been no withdrawal of Corpus as a result of this proceeding; and that the share of petitioners in such Corpus shall proportionately abate.

8. Petitioners appreciate that there is the possibility that persons who might hereafter be born might have an ultimate beneficial interest in the trust estate. They also realize that the minor Children of Edith Dill Reed should be represented in this proceeding. Petitioners respectfully suggest, therefore, that there is no one at present lawfully authorized to represent the interests in said trust, (a) of persons yet unborn with a possible ultimate beneficial interest therein, and/or (b) the interests of the minor Children of Edith Dill Reed and her husband.

Petitioners, therefore, pray the Court to make such order as will be fitting in the premises, with a view of petitioners taking said sum of $5000.00 out of the trust, and as will protect not only the trustee but also all others having a possible ultimate beneficial interest. And they will ever pray.

Anna Dill Rey
Henry Groff Dill
Alice Hayward Dill
Edith Dill Reed.

Continued to page 346.

#1 May T 1931 Dill Family Trust,

Order of Court:- March 20, 1931, the foregoing petition of Anna Dill Rey, Henry Groff Dill, Alice Hayward Dill & Edith Dill Reed, presented & considered, and thereupon it is ordered as follows,-

1. That A. B. Shaw be appointed guardian ad litem for Fred B. Reed, Jr., Baynton D. Reed & Edith D. Reed, minor Children of Edith Dill Reed, resident, in the Borough of Burnside, Clfd Co. Pa.

2. That A. B. Shaw be appointed Guardian ad litem for all persons yet unborn who might have a possible ultimate beneficial interest in the trust estate; said guardian to represent unborn Children of Edith Dill Reed & her husband, as well as others unborn.

3. That said guardian ad litem be brought upon the record as a party hereto.

4. That a copy of this petition be served upon said guardian ad litem upon Fred B. Reed and upon Anna Dill Rey and The Clearfield Trust Company, as trustees under the instrument involved in the proceeding.

5. That on or before the 13th day of April 1931, the respondents file an answer to this petition, if they so desire; the said Fred B. Reed, said guardian ad litem, and said trustees being deemed respondents for this purpose.

6. That the 20th day of April, 1931, at 10, O'Clock A. M. be and the same hereby is fixed as a time for hearing on this petition. By the Court, A R Chase P. J.

Now March 30, 1931, service of the within bill is accepted, Copy received & personal service waived.

Clearfield Trust Company - By W. Elbridge Brown, Vic Pres
A. B. Shaw, Guardian ad litem.

April 13. 1931 Answer of Clearfield Trust Co filed with service accepted by copy by Liveright and Smith attys for Orators

May 20. 1931 Ov June argh List

June 13. 1931 Copy of agreement and petition of the Clearfield Trust Company filed praying your Honorable Court to consent to the resignation of the Clearfield Trust Company as Trustee under this agreement and that an order be made directing it to turn over to Anna Dill Rey the remaing trustee all of the assets nd its possession as Trusta and that upon receiving her receipt for such assets, that it be discharged as Trustee and from all rights and liabilities as Trustee under the said agreement dated July 12. 1922

Clearfield Trust Company. By W. Elbridge Brown V Pres + Trust Offer.

Order of Court:- Now, this 13th day of June. A D 1931, the within petition having been presented to and considered by the Court and it appearing to the Court that all of the parties of full age have had notice of the presentation of the petition and have joined in the prayed thereof.

Therefore it is ordered, adjudged and decreed that the Clearfield Trust Company be and is hereby permitted to resign as Trustee under the certain trust agreement dated July 12. A. D. 1922 between Anna Dill Rey and the Clearfield Trust Company and anna Dill Rey.

That the said Clearfield Trust Company shall deliver to Anna Dill Rey, remaing Trustee, all of the assets remaining in its hands in accordance with its account filed and that upon receiving her receipt for said assets that it shall be and is hereby discharged as trustee and from all rights and liabilities as trustee under the said agreement dated July 12. 1922.

By the Court. A. R. Chase P J

continued to page 347

June 22-1931 Order of Court filed.

June 22-1931, the Court finds as follows,-

1). Petition in this case and the answer thereto came before the Court for hearing in regular course.

2). All persons in interest in the proceeding who were sui juris were present in person or by Counsel, and all persons not sui juris or not in being were represented by guardian ad litem, who was present and testified in the case.

3) Testimony was taken and argument had by and for both petitioners and respondent.

4) Subsequently the trustees under the trust agreement of July 12, 1922 filed their account.

5) Thereafter Clearfield Trust Company, as at June 1931, resigned as trustee under said agreement and an order was made directing it to turn over to Anna Dill Rey, remaining trustee, all of the assets of the trust estate in its possession.

6) Thereupon a new agreement of trust was made as at June 22, 1931, superseding and replacing the trust agreement of July 12, 1922,

7) In said agreement Anna Dill Rey is named as Settlor, and Anna Dill Rey, Edith Dill Reed and Frederick H. Atwood as trustees. A copy of that agreement is hereto attached as exhibit "A" and made a part of this decree.

The Court thereupon orders,-

a) The petition of Anna Dill Rey, Henry Kraff Dill, Alice Hayward Dill and Edith Dill Reed, verified March 23, 1931, praying for a partial termination of said agreement of July 12, 1922, to-wit, to the extent of $5000.00 be, and the same is hereby granted, and Anna Dill Rey, remaining trustee thereunder since the resignation of Clearfield Trust Company, is authorized and empowered to make distribution of said $5000.00 in accordance with the prayers of the petition on which this proceeding is founded.

b) Edith Dill Reed of Burnside, Pa. and Frederick H. Atwood of Pittsburgh Penna. are appointed successor trustees to Clearfield Trust Company, and they together with Anna Dill Rey, are designated trustees to an agreement of June 1931, superseding said agreement of July 12, 1922,

c) Said Trustees are directed to give bond in the sum of $5000.00 for the faithful performance of the duties of their trust, with security to be approved by the Court.

d) Said trust agreement of June 22, 1931 superseding the agreement of July 12, 1922 is approved by the Court.

e) Anna Dill Rey as remaining trustee in the agreement of July 12-1922 is directed to pay & over to Anna Dill Rey, Edith Dill Reed, & Frederick H. Atwood, Trustees, under the superseding agreement of June 22, 1931, all the assets of the Trust estate here than to be distributed by her under this decree.

By the Court A. R. Chase P. J.

June 22-1931 Trustees' bond filed and Now June 22nd 1931, Bond approved. By the Court, A. R. Chase P. J.

Dec 2, 1938 Petition to Advance payment filed by Chase & Swoope attys.

And Now, to wit, Nov. 30 1938, the foregoing petition having been presented and upon consideration of the facts therein alleged and the joinder and upon consideration of the facts therein alleged and the joinder of the beneficiaries thereto attached, the Trustees under the said trust are hereby directed and ordered to sell or dispose of so much of the assets of the said trust as to enable them to pay to the beneficiaries under said trust the sum of $1200.00

Continued to Page 393

May Term 1931

Bell, O'Laughlin & Silberblatt	Doctor E. S. Erhard, Amor Westover and C. O. Norris		Apr. 9, 1931 Bill in Equity. The Plaintiffs above named bring their Bill of Complaint against the Pennsylvania Auto Service Corporation as ever as follows: The Pennsylvania Auto Service Corporation is a Corporation organized under the laws of the State of Delaware with its principal office in the Borough of Philipsburg. The Pennsylvania Auto Service Corporation issued stock to various parties and in addition thereto issued what was known as participating operator's certificates under the terms of which for the payment of certain sums the holders were entitled to purchase
Apr 9	2		
	Pennsylvania Auto Service Corporation		
	Pro	2.50	
	"	.50	
5/12/31	Reff Writ Bill	16.80	
	Pro	.50	
	"	1.00	
	"	.50	
	"	.50	
	Pro Audit 7/2/32 Rec'd 3 A.98 Receiver	5.00	

gas at the stations operated by the Defft Company at a slightly cheaper rate and have their certificates called at a sum in excess of the amount payed therefor.

The Pennsylvania Auto Service Company encountered difficulties and various Judgments were entered of record in the Court of Common Pleas of Clearfield County, Penna. among which was a certain Judgment of the Curwensville National Bank entered to No. 266 Dec. Term 1923,

That execution was duly issued and all of the property and assets of the said Pennsylvania Auto Service Corporation sold at Sheriffs Sale on a Fi Fa issued to No 47 May Term 1926 alias Fi Fa 83 May Term 1926 on which Percy E. Smith, Sheriff of Clearfield County on the 9th day of June 1926 soed the to A. D. Lydic for the sum of Thirty five Hundred Dollars

That under date of June 21st 1926 the Honorable Court appoints Edward T. Kelley, Esq to make distribution of the funds in the hands of Percy E. Smith, Sheriff.

That following the taking of testimony the Auditor by his report filed of record to 266 May Term 1923, directed the payment of Judgments of record, taxes, Costs of Audit and recommended that the balance of $1582.02 remaining in said fund after the payment of such obligations be turned over to the Pennsylvania Auto Service Corporation

That on the 21st day of July 1926 report of said Auditor was confirmed absolutely

That each of the Plaintiffs are stock holders in the Pennsylvania Auto Service Corporation: the amount of stock held by each of them being as follows;

Doctor E. S. Erhard	283 Shares
Amor Westover	283 Shares
C. O. Norris	10 Shares

That the plaintiffs were stock holders at the time of the sale of the property above referred to and for sometime prior thereto

That following the filing of the Auditors report within referred to an effort was made to prevail upon the Officers and directors of the Pennsylvania Auto Service Corporation to come forward and claim the funds remaing in the hands of Percy E. Smith, Sheriff. An effort was made to locate the books and records of the Corporation and to hold a meeting of the stock holders.

That at the last known meeting of the Pennsylvania Auto Service Corporation, L. C. Varner was elected President and Doctor E. S Erhard was elected Treasurer.

That the last record of any meeting of the stockholders was the 15th day of July 1926.

That in pursuance to an inquiry it was found that the Governor of the State of Delaware had forfeited the Charter of said Pennsylvania Auto Service Corporation for failure to file reports and pay the State Tax, declaring the Corporation to be legally out of existence.

The Plaintiffs are also advised that there is a sum of money, the exact amount which they do not know, due to said Corporation from the Pennsylvania Railroad Company which sum is in addition to the sums held by Percy E. Smith Ex-Sheriff of Clearfield County.

That every effort has been made to have the officers or directors of said Corpolation take such steps that may be necessary for the protection of the interests of the stockholders.

That the Plaintiffs are advised that unless the money in the hands of Percy E. Smith is paid over to the Corporation or its representatives that it will escheat to the State of Pennsylvania to the harm and detriment of said stock holders.

Wherefore the Plaintiff pray.

1st That your Honorable Court may direct the giving of public Notice of a hearing for the appointment of a receiver for and in behalf of said Corporation.

2nd That following the said hearing, the receiver may be appointed by your Honorable Court and directed to obtain and receive and money due to the Pennsylvania Auto Service Corporation and to make such distribution or division of the same as may be just and equitable to and among the stock holders or other parties interested in said Corporation.

3rd That the Plaintiffs may have such other and further relief as the Nature and Circumstances of the case may require as your Honorable Court shall deem just.

4th That the expenses of this proceeding shall be paid out of the funds in the hands of Percy E. Smith, Sheriff.

That the Court directs the service of this bill by publication in order that any party or parties interested may have notice of the same. Bell, O'Laughlin, Silberblatt, Attys for Peffs.

Decree:- Now April 9, 1931, it is ordered and directed that service and Notice of hearing upon this bill of Complaint be given by advertisement in one newspaper of general Circulation in Clearfield County; said advertisement to appear in one issue, under the proper Caption of this proceeding, that said hearing will be held upon said Bill of Complaint, on Monday, April 27, 1931, at 1.30 o'Clock P. M. at which time the relief prayed for in said bill will be heard and Considered. The said relief prayed for being as follows:-

Next Page

Dr E S Erhard vs Penna Auto Service Co #2 May T 1931

First: That your Honorable Court may direct the giving of public notice of a hearing for the appointment of a receiver for and in behalf of said Corporation.

Second: That, following the said hearing, the receiver may be appointed by your Honorable Court and directed to obtain and receive and Moneys due to the Pennsylvania Auto Corporation and to make such distribution or division of the same as may be just and equitable to and among the stockholders or other parties interested in the said Corporation.

Third That, the Plaintiffs may have such other and further relief as the nature and circumstances of the case may require as your Honorable Court shall deem just.

Fourth That, the expenses of this proceeding shall be paid out of the funds in the hands of Percy E Smith Sheriff.

Fifth That, the Court directs the service of this bill by publication in order that any party or parties interested may have notice of the same.

That the relief together with the objections to the same will be heard and determined by the Court, and further hearing to be had on said date to determine the prayer asking for the appointment of receiver together with such other matters that require determination on the part of the Court under the Bill of Compliant

By the Court A R Chase P.J

May 15. 1931 Petition for appointment of appraisers filed

Now this 15th day of May A D 1931 upon Consideration of the above Motion, Harold Smith Esq and D D Guppy are appointed appraisers to perform the duties as such according to the requirements of Rule 36. of the Rules of Equity Practice. By the Court. A R Chase P.J

May 15. 1931 Bond of Receiver in sum of $2000 with U. S. Fidelity & Guaranty Co. as surety and approved by the Court A R Chase P.J

Dec 22. 1931 By paper filed John H McCrossin of Irvona Pa. was appointed Receiver by order dated May 14. 1931 By the Court A R Chase P.J

Feb 27. 1932 Report of Receiver filed and confirmed Ni. Si. absolutely unless exceptions in four days By the Court A R Chase P.J

Feb 27. 1932 Inventory and appraisement filed and approved By the Court A R Chase P.J

Now March 8. 1932 By Motion on Watch Book by Edward T. Kelley Esq Walter Welch Esq is appointed to take testimony and award the fund to those legally entitled thereto. By the Court A R Chase P.J

June 17. 1932 Auditors report filed as follows

The undersigned Auditor appointed by the Court to make distribution of the funds in the hands of John H McCrossin Receiver to those legally entitled thereto herewith submits his report:

That having duly qualified your Auditor fixed Wednesday, Mar 30 1932 at 10:00 o'clock A.M. at his office 209 Market Street. Clearfield Pa as the time and place for hearing and had published in the Raftsman Journal and the Clearfield

notice of the time and place of hearing as provided by the Rules of Court. That at the time and place designated Edward T Kelley Esq appeared on behalf of the Receiver and accountant, John H McCrossin F Cortez Bell, Esq. representing the Petts and certain persons who were interested either as holders of stock or bonds as follows' Percy E Smith J L Smith G L Whittaker David Penrose, Moses Whittaker, Robt F Morgan, C O Norris, Abram Whittaker, dr E S Erhard, Amos Westover & Hugh Wilson.

That from the testimony produced at the hearing your auditor finds that the principal part of the fund $1573.02 was the proceeds coming out of an action by the Curwensville Natl Bank to the use of Dr E S Erhard vs Penna Auto Service Corporation to No. 103 May Term 1926, and counting of the proceeds of sale of the business of the Penna Auto Service Corporation in Clearfield County. An additional sum of $215.00 was a refund from the Pennsylvania Railroad Company on an agreement with the Penn Auto Service Corporation, which made a total of the said fund $1788.02 out of which $10.00 has been paid to J Willard Chase for bond for Receiver, leaving a balance of $1778.02

That the expenses incurred by the Receiver and to be paid out of said funds are as follows; D D Guppy appraiser 10.00 Harved Smith 10.00 Raftsman Journal adv. 2.20 E T Kelley atty for Recvr $150.00 John H McCrossin Recvr. 150.00 F Cortez Bell 100.00

Your Auditor further finds that the fund having been realized from property of the Penna Auto Service Corporation located in Clearfield County, the distribution of the fund should be limited to the stockholders and bondholders in said County and that in view of complicated nature of the entire transaction the justice in equity would best be served by pro-rating the proceeds of said fund to and among the stockholders and bondholders on the basis of amount invested without distinction as to whether or not their investments were stocks or bonds.

That in accordance with said findings your auditor has made up a schedule of distribution which is attached hereto and made part of this report. all of which is respectfully submitted

Walter Welch, Auditor.

Schedule of Distribution.

Amt on hand for distribution		1778.02
Less Costs of Receiver,		
D D Guppy. Appraiser	10.00	
Harved Smith	10.00	
Raftsman Journal. adv	2.20	
Edward T. Kelley. atty	150.00	
John H McCrossin Recvr	150.00	
Willard Chase, Bond	10.00	
F Cortez Bell	100.00	432.20
		1345.82
Less Costs of Auditor		
Walter Welch. Auditor	100.00	
Raftsman Journal adv	4.50	
Clfd Republican. adv	4.50	
Jennie E Bailey. Steno	5.00	
W R Gallagher. Report	5.00	
Edward T. Kelley. appearance	10.00	129.00
		1216.82

Destribution

Percy E. Smith	Curwensville Pa	8.13
J. L Smith	" "	4.07
G. L. Whitaker	" "	8.13
David Penrose	" "	8.13
Moses Whitaker	" "	8.13
Robt. F. Morgan	Glen Richey	8.13
C O Norris	Curwensville	16.27
Abram Whitaker	" "	8.13
Dr E. S. Erhard	" "	679.52
Amos Westover	Westover "	460.05
Hugh Wilson	Glen Richey	8.13
		1216.82

Walter Welch, Auditor

June 17. 1932 Confirmed Nisi absolutely unless exceptions in four days By the Court W R Chase P.J

June 23. 1932 No exceptions filed to Auditors report same confirmed absolute W. R Gallagher. Pro

May Term 1931

Frank G. Smith, Solicitor for Claimant.

Howard H. Rowland

Apr. 23

3

D. Edward Chaplin

Pittsburgh and Susquehanna Railroad Co.

Pro		2.50
"		.50
Shff McCloskey		1.00
Bro		1.50
5/2/31 "		.50
"		.50
"		.50
"		.50
"		.50
"		.50
		.50
		9.00
St to Solicitr 2-4-35		
3/26/36 Rec Asst Bro		5.00
"		.50
"		.50
"		.50
"		.50
"		1.00
		17.00

April 23. 1937 Recd of Deft. Check for above Costs 17.00. W.R. Gallagher Bro

10-26-37
P to By Auditor 5.00

April 23, 1931 Bill in Equity filed

The above named plaintiff brings this bill of complaint against the defendant above named on his own behalf, and on behalf of all others in like case or situation, tendering to such other persons the right to intervene if they see fit; and complains & says:-

1. He is a citizen of the Boro. of Philipsburg, Co. of Centre and State of Pa, resident thereof.

2. Pittsburgh & Susquehanna Railroad Co. is a corporation created by and under the laws of the State of Penna. on June 20, 1920, after reorganization following a judicial sale.

3. Defendant has a line of R.R. in the Co. of Clfd. Pa. with an office in the Boro. of Chester Hill, Co. & State aforesaid. Its business office has been in the Borough of Philipsburg County of Centre, Pa.

4. The principal officers of said defendant are J. K. Johnston, Tyrone, Pa. President; John Sheriff, Philipsburg, Pa. Secretary & Treasurer.

5. The Defendant operated a short line R.R. approximately fifteen miles in length extending from Chester Hill Borough to Fernwood, both in Clfd. Co. aforesaid.

6. Defendant has indebtedness of various classes as follows;

(a) First Mortgage Thirty Years Five percent Gold Bonds issued to the amount of $300,000.00 which are secured by a corporate mortgage or deed of trust to Moshannon National Bank of Philipsburg, Pa. Trustee. Said mortgage or deed of trust is dated July 1-1920 and recorded Oct 21-1920, in the Recorders Office in the Co. of Clfd, Pa. in mortgage book 67, page 448 et seq.

(b) Per diem charges aggregating approximately $1441.00.

(c) Joint facility and rental charges for tracks and yards aggregating $379.69 to April 1-1931.

(d) Accrued payrolls due and/or to become due aggregating approximately $1325.00 to April 15, 1931.

(e) accounts and bills payable aggregating approximately $1204.81 of which $600.00 are office rent.

(f) Advances due the estate of Charles H. Rowland and/or the trustees for the persons in interest in that estate aggregating $96841.57 plus interest.

7. Defendant has capital stock outstanding to the amount of $300,000.00 par value.

8. Plaintiff is the holder in his own name of one share of stock in defendant corporation. He is beneficial owner of a 1/3 Interest in $238,500.00 of the first mortgage bonds of the defendant hereinbefore identified, secured by the

Contd page 353 — 388

corporate mortgage above mentioned. He is also a beneficial owner of a 7/15 interest in $238,500.00 par value of the capital stock of defendant. He is also a beneficial owner of an interest in the advances made to defendant by the late Charles H. Rowland, which advances remain unpaid.

9. Defendants' line of railroad traverses a territory in which a large number of bituminous coal mines are open, to wit: twenty three, of said mines four are now in operation.

10. At Chester Hill the R.R. of defendant connects with the New York Central R.R., from whose line all but its local traffic moves to market. It has facilities owned and/or leased with which to transport such coal to its point of connection with the New York Central R.R. Defendant also transports general merchandise commodities from the territory it traverses, and delivers them to connecting carriers.

11. Due to abnormal business depression that has been felt for several years in the Central Pennsylvania coal fields the operating revenue of defendant has greatly declined and it has been hard put to to meet its current operating expenses. Most of its revenue has been derived from coal and results from the participation in the revenue on freight that moves out over its rails, the division allowed it by New York Central R.R. Co. on bituminous coal outbound amounting to 3.7¢ the gross ton.

12. In 1930, due to a stand taken by Boston & Albany R.R. Co, in respect to its fuel supply coal, defendant last most of its revenue coal traffic and the coal operators along its lines have not been able to recuperate yet from that misfortune. However, plaintiff is informed that there is good prospect that other bituminous coal trade for certain of the mines along its lines will shortly develop and that as a consequence its volume of traffic will materially increase & its financial position will consequently improve.

13. Due to the inadequacy of its revenue, defendant has been unable properly to maintain its line, roadbed & equipment, all of which have declined to a point beyond which operating safety will be doubtful.

Plaintiff, therefore, suing as well on his own behalf as well on behalf of other creditors & stockholders of defendant, that may be entitled to sue, being without adequate remedy at law, prays for equitable relief as follows,-

(a) That a Receiver be appointed, with full power and authority to demand, sue for, collect, proceed to take into his possession goods, chattels, rights, credits, moneys & effects, lands, tenements, books, papers & property of every description belonging to the defendant, Pittsburgh & Susquehanna R.R. Co,

(b) That said Receiver be granted by the Court full power and authority to operate the R.R. of the defendant to preserve and to protect its corporate franchises and property, and to preserve said R.R. from being sacrificed under any proceedings which can or may be taken, likely to prejudice or sacrifice the same.

(c) That an injunction may issue against the defendant and all persons claiming to act under it, and against all other persons to restrain them from interfering with the said Receiver's taking possession of and managing said property, and to restrain them from seizing and other-

Continued on Page 354

Continued from page 353 No. 3 May T. 1931. Howard H. Rowland vs P. & S. R. R. Co.,

wise interfering with the property of the defendant, and to restrain them from any action to enforce their or any of their claims against the defendent, by action at law, equity or otherwise, without first having obtained leave of Court.

(d) That the plaintiff may have such further relief in the premises as may be appropriate and as may be agreeable to equity. Frank G. Smith, Solicitor for Plaintiff.

April 23, 1931 Plaintiffs bond filed, and April 21, 1931 Bond approved By the Court, A. R. Chase P. J.

April 23-1931 Affidavit for Receivership Bill of J. Edward Rowland filed.

April 23-1931 Affidavit for Receivership Bill of H. H. Humphrey filed.

April 23-1931 Affidavit for Receivership Bill of John C. Haffer filed.

April 23-1931 Decree appointing Receiver filed.

April 21-1931, upon Consideration of Bill in Equity and the accompanying affidavits, and on motion of Frank G. Smith, Solicitor for Claimant, it is ordered & decreed (Plaintiff having given security in the sum of $2000.00) (1) That Walter N. Todd be and he hereby is appointed Receiver of all the assets, property, franchises rights & privileges of whatsoever kind of Pittsburgh & Susquehanna Railroad Company, with power to take, hold, demand, receive and collect all the funds, assets and property belonging to Pittsburgh & Susquehanna R. R. Co., or in the hands of any debtor, agent or depositary of said defendant and to account to the Court for the same.

(2) That any debtor, agent or depositary of said named Company, as well as Pittsburgh & Susquehanna R. R. Co. itself, is hereby directed forthwith to pay, deliver and assign all money, securities assets and property of every kind whatsoever of said Pittsburgh & Susquehanna R. R. Co. to said Receiver; and the said Receiver is hereby empowered to bring prosecute & defend all suits at law or in Equity, which in his judgment may be necessary for the preservation & the protection of the property and interests under his control and care.

(3) That said Receiver be, and he is hereby authorized to purchase material and employ labor to carry on the business of Pittsburgh and Susquehanna R. R. Co. and to make such commitments & contracts in respect thereof as he shall deem advisable.

(4) That upon security being entered by said Receiver as required by law, the defendant, its Agents & employees and all persons else are hereby enjoined from retaining or taking possession of the money, property, franchises, rights, pribileges or other assets of Pittsburgh & Susquehanna R. R. Co. or in any wise dealing therewith, or in molesting or interfering with the full and absolute possession or control thereof by said Receiver, by suit or otherwise or from maintaining and/or continuing any suit at law or in equity, or issuing any execution or collection process, or any writ or process in the nature thereof without first obtaining leave of this Court.

(5) That security be entered by said Receiver in the sum of $10,000.00 to be approved by the Court.

(6) That said temporary Receivership continue for a period of 60 days from the date of this decree, and thereafter from time to time as the Court shall further decree.

(7) That the 29th day of April at 10 O'Clock A. M. in the Court Room at Clearfield, Pa. is fixed as the time and place

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for hearing on said receivership and the continuation thereof; and the Receiver is directed to give notice to all officers, directors, stock holders and known creditors of said corporation of the time, place and purpose of said hearing, by mailing a written notice concerning the same to the last known address of each by ordinary mail. By the Court, A. R. Chase P.J.

April 23, 1931 Receivers bond with Aetna Casualty Surety Co., filed and April 21, 1931 Bond approved, By the Court, A. R. Chase P.J.,

Apr 27 1931 Defendants answer filed service of answer accepted by copy by Frank G Smith. Solicitor for oriator

Apr 27 1931 By paper filed D. Edward Chaplin atty enters his appearance for defendant Pittsburgh + Susquehanna Railroad Co.,

Now Apr 25 1931 three copies of the within Bill in Equity and complaint returned to Frank G. Smith atty for Plff so ans

Apr 25 1931. Service of the within bill in Eq. accepted Ira C. McCloskey Shff

for defendant Pittsburgh and Susquehanna Railroad Company by authorization of its Board of Directors. John Sheriff, Secretary

May 2 1931 Plaintiffs requests for Findings of Fact and Decree of Court filed.

April 29 1931 this Cause came on to be heard upon Bill of Complaint and Answer thereto, and upon testimony taken in open Court, on hearing directed by the Court to determine whether the temporary receivership heretofore created should be made permanent; and it appearing that notice in due Course had been given by Walter N. Todd temporary receiver, to all stockholders, bond holders and general creditors whose names and addresses could be ascertained of the time and place of the hearing, it is ordered, adjudged and decreed as follows

(1) The facts outlined in the requests for findings submitted by Counsel for the plaintiff are adopted as the facts proven in this case as if here set out in extenso.

(2) Walter N. Todd of Phillipsburg, Penna. is hereby appointed Receiver of Pittsburgh and Susquehanna Railroad Company, the defendant, and of all the railroads owned, leased or operated by it, and of all the real and personal property of said Pittsburg and Susquehanna Railroad Company of whatever kind and wherever situated, including all locomotives, Cars, rolling stock, tools, Machinery, fixtures, books of account, Money, Choses in action, bonds, securities, deeds, leases, muniments of title, Accounts and bills receivable, rents, profits and income accruing or to accrue, as well as all rights, easements, privileges and franchises of said Corporation defendant.

(3) The said receiver is hereby authorized and empowered to operate the railroad of the defendant and to exercise the Authority and franchises of said Corporation, to preserve its property in proper Condition and repair, to protect the title and possession of the same, and to employ such persons and to make such payments and distributions as may be needful and proper in so doing.

(4) The said receiver is hereby authorized and empowered to Collect the income and profits of said railroad and to make proper payments therefrom on account of Necessary running expenses, and to pay therefrom and from other approved sources sums that shall become due for labor, Material, supplies, Charges and expenses, done, bought or incurred by said receiver, about the operation and for the use of said railroad, and to pay such sums as may become due to other railroads by the defendant

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Corporation by reason of said receiver's operation of its railroad.

(5) Said receiver is ordered and directed to make payment from and out of the income and profits of Defendant Company of all sums now due and maturing as wages to its employees for the period from Mar 15 1931 to Apr 20 1931, that is to the date of the appointment of a temporary receiver. In order to raise money to meet the expenditures contemplated under this decree of the Court, subject to any requisite by the Interstate Commerce Commission, Walter N. Todd, Receiver, is authorized to issue receiver's certificates to an amount not exceeding Twenty Thousand ($ 20,000.00) Dollars in form satisfactory to the Court which certificates shall be a lien upon the rights, franchises, property and income of Pittsburgh & Susquehanna Railroad Company prior to any and all other liens and encumbrances of whatsoever kind and character and shall first be payable out of the proceeds of such rights franchises, property and income.

(6) It is further ordered that a bond of said receiver in the sum of Ten Thousand ($ 10.000.00) Dollars to be approved by the Court, conditioned that he shall well and truly perform the duties of his office, and duly account for all monies or property that may come into his hands, and shall abide by and perform all things which he shall be directed to do, be filed in the office of the Prothonotary of Clearfield County to supercede the bond filed by him as temporary receiver.

(7) Said receiver is directed to keep account of all sums recived and paid out by him on account of said defendant corporation, and he is authorized to employ such agents assitance and Counsel as may be necessary for the effectual discharge of his duties under this order.

(8) Said receiver is directed within 30 days from the date of this order, to make a report to the Court as to the Character and extent of the propety of the defendant, the interests in and known claims against it; its income producing capacity, and the best method of realizing its value for the benefit of those interested.

(9) William Burns of Houtzdale and Burton Rowles of Clearfield are appointed appraisers, with directions immediately to inventory and appraise all the assets which shall or may come into the hands of the receiver and to make report

(10) thereof to this Court.

It is further ordered that an injunction be issued against the defendant and against all other persons claiming to act by through or under it and against all other persons, to restrain them from interfering with the said receiver, or with his taking possession of and managing the said property, and to restrain them from interfering with said property in any way whatsoever, with leave to any party interested to apply for further directions.

The power hereby given to the receiver to carry on the business of Pittsburgh & Susquehanna Railroad Company shall continue until the further order of the Court in the premises, with leave to parties interested to make such motions in the cause after

due notice to all concerned: as may be in order from time to time
By the Court. A. R. Chase P.J.

May 2. 1931 Receivers Bond in sum Ten Thousand Dollars with Aetna Casualty & Surety Co. Surety filed and approved by the Court A.R. Chase P.J.
June 22. 1931 Testimony filed taken on apr. 29. 1931
July 6. 1931 Inventory and appraisement filed
July 13. 1931 Receivers Report presented and leave granted to file et. By the Court A.R. Chase P.J.
July 13. 1931 Receivers Report filed as follows. Exhibit 1.

Income and Expenses from Apr. 2. 1931 to June 30. 1931. Inc.

Income Bal from prior acct	48.11	Expenses	
State Workmens Ins Fund	317.19	Payrolls fr Mar 16. 1931 to June 30 1931 Inc	2476.62
Freight Revenue	1129.79	N Y R R Co (Joint Maintenance)	293.05
Total Income	1495.09	Misc papers	449.91
		Total Expenses	3219.58
		Total unpaid Vouchers	2162.34

Exhibit 2.

Cash Statement from Apr. 2. 1931 to June 30. 1931. Inc.

Bal from prior acct	48.11	
State Workmens Ins Refund	317.19	
Freight Revenue	691.97	
Vouchers paid		997.89
Bal on hand June 30. 1931		59.08
	1056.97	1056.97

Vouchers paid

N.Y.C.R.R. Co.	162.87	
payrolls Mar 16 Apr 16	820.87	
Telephone	14.15	
	997.89	

Sept 16. 1932 Recvrs petition for instructions & Order of Court filed
Sept 15. 1932 The foregoing petition of Walter N. Todd, Receiver of Pittsburgh & Susquehanna Railroad Company, submitted and considered & thereupon said Receiver is authorized and empowered as follows;
(a) To sign under protest the report to the Interstate Commerce Commission, Bureau of Valuation, referred to in his petition. The figures in said report having been assembled by valuation Engineers of the Commission and not by representatives of the Carrier or of the Receiver
(b) To indicate whenever so signing that the signature is made under Court order and subject to the limitations of such Order. By the Court A.R. Chase P.J.
Mar 8. 1933 Receivers Petition for instructions Order of Court; Mar 7. 1933 the foregoing petition of Walter N. Todd Recvr of Pittsburgh & Susquehanna Railroad Company presented, and said receiver is authorized and empowered as follows;
(A) To sign and verify the reports to the Interstate Commerce Commission, Bureau of Valuation referred to in his petition namely.
(1) Report Covering the period Jan 1. 1928 to April 21. 1931
(2) Report Covering period Apr. 22. 1931 to December 31. 1931,
(b) To execute and verify such other reports to the Interstate Commerce Commission, Bureau of Valuation and other departments as may hereafter be in place in accordance with appropriation statutory and regulatory provisions. By the Court A. R. Chase P.J.

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Continued from page 343, # 5 Feb Term 1931. Integrity Trust Co vs Irvona Coal & Coke

who was or might at any time be and become the holder of the bonds or the Coupons appertaining thereto, issued and to be issued thereunder and secured by said mortgage, and for the enforcement of said bonds and interest thereon, when payable and to secure the performance and observance of and compliance with the conditions, provisions & covenants of said mortgage without any preference, priority or distinction of any one bond or Coupon over any other bond or Coupon. Said Integrity Trust Company duly accepted the trusts created by said mortgage.

IV Issue of Bonds under the Trust Mortgage.

From time to time prior to the date of the filing of its Bill of Complaint, Integrity Trust Company, as Trustee under said mortgage, in conformity with the terms thereof duly authenticated bonds for the principal sum of $300,000, which bonds theretofore had been duly executed by the defendant Company, and thereupon did deliver each and all of said bonds pursuant to the terms of said mortgage. Of said bonds for the aggregate principal sum of $300,000. so authenticated and delivered bonds for the aggregate principal amount of $113,000. have been paid and cancelled by operation of the sinking fund provided for in said mortgage, and upon the filing of said Bill of Complaint there were and now are outstanding and unpaid in the hands of the public, bond issued under & secured by said mortgage for the aggregate principal sum of $187,000.

V Property Subject to the Lien of said Mortgage.

Said mortgage constitutes a valid and subsisting first lien upon all the mortgaged premises & property described therein saving only that the question of the rights of the S.B. McCay & Edward McCay, administrators of John McCay, arising by virtue of a writ of fieri facias at No. 57 December Term, 1929, in the Court of Common Pleas of Clearfield County, issued upon a judgment for the sum of $3,600. against the Irvona Coal & Coke Company, the defendant herein, in the Court of Common Pleas of Clearfield County No. 123, September Term 1929, be and the same is hereby reserved for future decision by the Court and any lien on the mortgaged premises by virtue of said judgment & fieri facias shall be transferred to the proceeds of the sale in lieu of the property levied on as aforesaid.

VI Defaults under the Mortgage & Declaration of Principal Due.

Default was made by the Defendant Company in the performance of the terms & provisions of the aforementioned Indenture of Mortgage in the payment of interest & sinking fund charges as follows: Defendant Company defaulted in the payment of the installment of interest which became due on December 1st, 1930, although demand was duly made therefore on the day when such installment became due but payment thereof was refused and no part of said installment of interest has been paid and the same remains due, owing & unpaid; and defendant Company further defaulted in the performance of the provisions of Article III of the said mortgage with regard to sinking fund payments, having failed to make the payments due June 30th, 1929, Dec 31, 1929 & June 30, 1930 respectively, and said defaults having continued for a period of sixty days and more after written notice given on or about August 5, 1930 from the plaintiff as Trustee to the defendant Company, specifying such defaults and

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requiring the same to be remedied, but said defaults still continue.
Default having been made as aforesaid the plaintiff pursuant to the prevaunt request in writing of the holders of a majority in amount of the bonds outstanding under the aforementioned mortgage, on Dec. 8, 1930, duly served upon the defendant Company a notice in writing declaring the principal of all the said bonds outstanding under said Mortgage, due & payable immediately, but, neither the said defendant company or any person in its behalf has paid the same or any part thereof.
In and by said mortgage the defendant Company expredly waived any and all benefit and advantage of any and all valuation, exemption, stay appraisement, redemption & extension laws at the date of said mortgage existing or which have been passed since, which but for such waiver might have been availed of to prevent or postpone the foreclosure or absolute sale of the mortgaged premises.

VII Amount Due.

The following sum is now due and payable for principal and interest upon all of said First Mortgage Gold Bonds of the defendant Company as of the date of this decree:

Principal amount of the bonds	$187,000.00
Interest on such principal sum from Dec 1-1930 to & including the date of this decree at the rate of 6% per annum	4,581.59
Installment of interest which became due on Dec 1-1930	6,545.00
Interest thereon from said date to and including the date of this decree at 6% per annum	160.42
Total	198,287.01

VIII Payment of Mortgage Debt.-

That the Defendant Wyoma Coal & Coke Company, pay or cause to be paid within five days after entry of this decree to Integrity Trust Company, as Trustee, for the use and benefit of the holders of the aforesaid outstanding bonds and of the coupons appertaining thereto, the sum hereinabove in Article VII of this decree found to be due for principal and interest on the said bonds, with interest on said total amount from the date of this decree to the date of payment, at the rate of 6% per annum.
In default of such payment all and singular the mortgaged property described in Article IV of this decree shall be sold as hereinafter provided, and all the right, title, interest and equity of redemption therein of the defendant company, its creditors and stockholders, and of all persons claiming or to claim under it or them, or any of them, in and to said property and every part and parcel thereof, shall be forever barred and foreclosed.

IX Sale of Mortgaged Property in Two Parcels.

It is for the best interests of all parties that the mortgaged property described in Article IV of this decree and hereinbefore provided to be sold, shall be sold in two lots or parcels: (1) 582 shares of common capital stock of the Penna Bituminous Casualty Co. (2) All & singular the real estate, rights easements, priveleges, immunities, premises, properties and rights of every kind and description covered by and embraced in said mortgage, excepting only leasehold interests and the aforementioned shares of stock.

X Manner and Terms of Sale-

The sale of the said premises and property should be

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Continued from page 359 #5 Feb T. 1931 Integrity Trust Co vs Irwona Coal & Coke Co.

made in the following manner and on the following terms:

1. The sale of the aforementioned shares of stock of the Penna Bituminous Casualty Company shall be held first, and the sale of the balance of the mortgaged property, excepting leasehold interests shall be held immediately following.

2. All sales shall be made at public auction by Guss M. Gleason, Special Master, who is hereby authorized to make, direct and conduct said sales, and to execute and deliver a deed or deeds of conveyance and an instrument or instruments of the transfer of the property to be sold to the purchaser or purchasers thereof, pursuant to the order confirming the sale, and upon payment of the purchase price as hereinafter provided. All sales may be made by the Special Master in person or by his duly appointed agent. The Court reserves the right, at any time, without notice, to appoint another party to make the said sales in case of the removal or inability for any reason of the said Special Master hereby appointed to act & perform the duties herein designated. As soon as any sale shall have been made by the Special Master he shall report the same to this Court for confirmation, and from time to time thereafter shall make such further and supplemental reports as shall be necessary to keep the Court and the parties to the above-entitled cause properly advised of his proceedings in the execution of this decree.

3. All sales shall be made at the ~~County~~ front door of the County Courthouse of Clearfield County, in the Borough of Clearfield, Pa., on a day and at an hour to be fixed by the Special Master in his notice of sale on request of the attorney for Plaintiff, Integrity Trust Co., as Trustee. A notice of the time, place and terms of sale, describing the property to be sold, and referring the intending purchasers to this decree for further particulars, shall be published once in each week for at least three successive weeks preceding the date of such sale, in the Raftsman's Journal, a newspaper printed, regularly issued, and having a general circulation in the Borough of Clearfield, County of Clearfield.

4. The Special Master shall have power to adjourn any such sale or sales from time to time by announcement at the time & place appointed for such sale or sales.

5. The said premises and property shall be sold by the Special Master subject to any taxes and assessments constituting a lien thereon prior to the lien of said Trust Mortgage, but all such taxes and assessments shall be paid first out of the proceeds of the sale and any alleged lien of the McCoys arising under the proceedings hereinbefore referred to in Article V shall be transferred from the premises and property levied upon to the fund realized from the sale thereof.

6. The premises & property directed by this decree to be sold, shall be sold without valuation, appraisement exemption or stay of execution.

7. The Special Master shall receive no bid from any bidder who shall not first deposit with him in cash as a pledge that he will make good his bid in case of its acceptance an amount equal to 20% of said bid.

8. The Special Master may at the request of the solicitor

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Continued from page 360.

for the Trustees, or by order of the Court or a judge thereof, adjourn or cause to be adjourned said sale from time to time by announcement at the time & place appointed for the sale or such adjourned sale or sales and without further notice or publecatiak may proceed with the said sale on any day to which the sale may have been adjourned and may at his option give such further notice of said sale in addition to the notice above prescribed and of any adjournment thereof as he may think proper.

9. The Special Master shall accept the highest & best bid as the minimum bid, and shall knock down the same to such bidder subject to the confirmation of the sale by this Court. The successful bidder may assign his bid & his assignee shall thereupon succeed to all the rights and be bound by all the obligations of the purchaser hereunder.

10. The word "purchaser" whenever used in this decree shall be taken to include the plural as well as the singular numbers and to include the successors or assignees of any purchaser or purchasers. The deposit made by any unsuccessfull bidder shall be returned to said bidder upon the official rejection of his bid. A deposit made by any successful bidder shall be applied on account of the purchase price of the property.

11. Integrity Trust Company, as Trustee, or any holder or holders of First Mortgage Gold Bonds, or any creditor or creditors of the defendant Company, may bid at any sale, and if a successful bidder may purchase in his or their own right.

XII Payments by Purchaser.

Upon the acceptance of any bid and the confirmation of the same by this Court, a purchaser shall make payment in cash to the Special Master after the application thereto of any amounts theretofore deposited in cash, (a) of the amount necessary to pay and satisfy the costs and allowances and disbursements in this cause; (b) of all expenses of the sale; (c) of the compensation and disbursements of the Special Master appointed by this decree in connection with the sale of the mortgaged property; (d) an amount sufficient to pay any taxes and assessments constituting a lien upon the mortgaged property to be sold prior to the lien of said mortgage; (e) a sum in an amount to be determined by the Court to be constituted for the property levied on by the McCoys as hereinbefore set forth in Article V; (f) an amount sufficient to pay the expenses, fees, and other charges of the Plaintiff, Integrity Trust Company, as Trustee, under said mortgage, and reasonable compensation for its services and the services and disbursements of its agents, attorneys and counsel in this proceeding; (g) an amount sufficient to pay the compensation of Geo. M. Gleason as Receiver of the mortgaged property together with reasonable compensation for his agents, attorneys and Counsel and the unpaid indebtedness & obligations of said Receiver then due properly incurred by said Receiver in maintaining and operating the mortgaged property. All questions relating to the amount of compensation, allowances, costs, disbursements and expenses are hereby reserved for further hearing & determination by this Court and all payments to be made pursuant to this paragraph of this decree shall be hereafter determined, fixed, allowed & settled by this Court, and the Special Master shall make payment thereof in accordance with the further order of this Court.

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The balance of the property not hereinabove required to be paid in Cash, may be paid in Cash, or the purchaser may satisfy and make good the balance to the Special Master First Mortgage Gold Bonds of the defendant Company, and all unpaid Coupons appertaining thereto, to be paid & cancelled thereon; which bonds, if registered, shall be duly assigned or endorsed by the registered holders thereof. Such Bonds & Coupons whether delivered to the Special Master at the time of sale, or subsequently shall be received at such price or value as shall be equivalent to the sum which would be payable thereon out of the net proceeds of said sale, if paid in Cash, to the holders of said bonds and Coupons for his just share and proportion of such net proceeds, and such purchaser shall be credited for said Bonds & Coupons on account of the purchase price of the property purchased by said purchaser accordingly. Payment of the purchase price in the manner herein provided of any of the mortgaged property sold hereunder shall be made within 20 days after the Confirmation of the sale of such property, unless the Court shall otherwise direct. Any payments required by the provisions of this Article to be made in Cash, may be made by the delivery of a certified Check or checks, or a certificate or certificates of deposit of money upon or issued by, any solvent Bank or trust Company, payable to the order of or assigned to the Special Master. All Funds of money received by the Special Master hereunder shall be forthwith deposited by him with the Clearfield National Bank for application as herein directed. The Court reserves the right to retake and resell any or all of the mortgaged property upon such notice as the Court shall direct, in case any purchaser shall fail or omit to make any payment on account of the purchase price hereinabove required.

XII Application of Proceeds of Sale.

Upon any sale being made of the mortgaged property or any part thereof, as provided in this decree, the funds arising from said sale together with any moneys which may then be held by Integrity Trust Company, as Trustee under said mortgage shall be applied and distributed as follows & in the following order:

(a) to the payment of the costs, allowances & disbursements of this cause, and of the expenses of the sale & of the compensation of the Special Master appointed by this decree for his services in connection with the sale of the mortgaged property:

(b) to the payment of a reasonable Compensation to Plaintiff Integrity Trust Co. Trustee, its agents, attorneys & counsel, and of all expenses incurred by it as Trustee under said mortgage, and by its agents, attorney and counsel, and to the payment of all taxes, assessments or charges prior to the lien of said mortgage, except any taxes or assessments subject to which such sale shall be made; (c) to the payment of an amount sufficient to pay the unpaid compensation of Lee M. Gleason as Receiver of the mortgaged property, together with reasonable compensation for his agents, attorneys and Counsel & unpaid indebtedness & obligations of said Receiver then due, properly incurred by said Receiver in maintaining & operating the mortgaged property

Continued to page 363

(d) for the purpose of creating a fund in an amount to be subsequently determined by the Court, which funds shall be substituted for the property levied on by the Mc Coys as hereinbefore set forth in Article V;
(e) to the payment of the whole amount due & unpaid upon said First Mortgage Gold Bonds of the defendant Company as found by Article IX of this decree, with interest on said amount from the date of this decree to the date of the distribution at the rate of 6% per annum; and in case such proceeds shall be insufficient to pay in full the whole amount so due & unpaid upon all said bonds, then to the ~~amount~~ payment of such principal and interest ratably, without preference or priority of principal over interest, or of interest over principal;
(f) the surplus, if any, shall be paid to such person or persons, firms or corporations, as may show themselves to be lawfully entitled thereto, pursuant to the further order of the Court. The Special Master shall pay upon each bond and coupon presented to him for payment, or credit & upon each bond or coupon presented to him, on account of the purchase price, the amount applicable to the payment thereof, or the amount to be credited thereon on account of the payment of the purchase price, and shall cancel such bonds or coupons as are paid in full. In case the bonds & coupons are not paid in full in cash, or by the allowance of a credit on account of the purchase price, the Special Master shall stamp or cause to be stamped, on such bonds & coupons, the amount paid or credited upon the same & shall return said bonds & coupons to the person or parties who have presented the same for payment.
The Special Master shall report the amount applicable to the payment of such bonds & coupons as may not be presented to him for payment, and the amounts of such bonds & coupons, and shall hold or dispose of the funds applicable to the payment of such unpresented bonds and coupons, subject to the further order & direction of the Court.
The purchaser shall not be bound to see to the application of the purchase money realized at said sale, nor be answerable in any manner whatsoever, for any loss, misapplication or non-application of any such purchase money, or any part thereof.

XII Deeds.

Upon confirmation of the sale of said premises and property and upon compliance with all the terms of the sale, and upon payment of the purchase price by the purchaser of said property or upon the making of such provision for the payment thereof as this Court shall approve, the Special Master making the sale shall execute & deliver a good & sufficient deed or deeds or instrument or instruments of transfer conveying & transferring the premises & property purchased to the purchaser in the form to be approved by this Court. Upon the delivery of said deed or deeds or instrument or instruments of transfer the grantee or grantees therein named shall be let into possession of the property & premises thereby conveyed & transferred & any party to this cause who shall be in possession of any of said property and premises shall deliver the same over to said grantee or grantees, his or their successors or assigns. Such possession shall nevertheless be subject to the condition that this Court may retake & resell the property so conveyed or transferred, in case the purchaser shall fail to pay any balance of the purchase price remaining unpaid or to comply with any other provision contained in this decree. After such delivery of the property & premises purchased, the grantee shall hold, enjoy & possess the same together with all the rights, privileges, immunities & franchises thereto appertaining,

Continued to page 264

Cont from page 363. #5 Feb T 1931. Integrity Trust Co. vs Ivona Coal & Coke Co.

as fully & completely as the defendant, Ivona Coal & Coke Co, has heretofore held, owned or enjoyed the same; and the grantee his successors and assigns, shall thereupon be entitled to have and to hold the said premises and property so purchased and conveyed, free & discharged from all liens, claims & charges of the defendant, Ivona Coal & Coke Co. and of all persons claiming by, through or under it, excepting as in this decree expressly reserved.

XIII Deficiency Judgment —

In case the proceeds of the sale shall not be sufficient, after the making of the other payments in this decree directed to be made, to pay in full the whole amount of the principal of said 7% First Mortgage Gold Bonds together with the aforesaid interest thereon, and all other sums found by the Court to be due & owing in respect thereof, then the said Special Master shall report to the Court the amount of such deficiency, and upon confirmation of such report the complainant Integrity Trust Company, as Trustee, under said Trust Mortgage, shall be entitled to have judgment against the defendant, Ivona Coal & Coke Company, for the amount of the deficiency and shall have execution therefore pursuant to the Rules and practice of this Court.

XIV Matters Reserved.

All matters not by this Decree determined are reserved by this Court for future determination. The Court further reserves the right and retains exclusive power and jurisdiction by appropriate orders or orders hereafter entered, to cause to be delivered to the purchaser or purchasers title to and possession of the premises and property in this Decree described & directed to be sold, and to hear and determine any & all controversies as to the character, extent & validity of the title and possession of each such purchaser acquired under this Decree or upon the execution thereof. Any party to the above entitled cause, or any claimant or other person whose rights are affected or determined by any of the provisions of this decree, may at any time apply to this Court for such orders and directions touching the matters hereby reserved for determination by this Court and for such purposes and for the purpose of enforcing the provisions of this Decree the Equity Term of this Court is hereby extended until after the complete execution of the provisions of this Decree and of any decree supplementary of the provisions of this Decree and of any decree supplementary or modifying the same, and until after the final determination and disposition of all matters herein reserved for future determination or action by the Court and said Equity Term is extended in any event for a period of three years from the date of this Decree with leave to any party to the above entitled cause at any time prior to the expiration of said period of three years, to apply to this Court for a further extension of said term.

By the Court.

A. R. Chase P. J.

Continued to page 365

April 30, Report & Petition of Receiver & order of Court.

April 30. 1931, the foregoing Petition of Gus M. Gleason, Receiver of Irvona Coal & Coke Company, for leave to compromise and settle the Claim of Hamel & Doyle as described therein for the sum of $1,000.00, having been presented, read & considered, it is ordered & directed as follows;- That the compromise and settlement of the claim of Charles D. Hamel, Richard S. Doyle, Lee I Park, Benjamin H. Saunders & John Ennetto, trading as Hamel & Dayle, against 291 shares of the common stock of the Pennsylvania Bituminous Casualty Company now pledged with the Indemnity Insurance Company of North America, arising by virtue of an attachment execution against the said Indemnity Insurance Company of North America issued under a judgment of said Hamel & Dayle against the Irvona Coal & Coke Company in the sum of $4,717.55 prior to the appointment of the Receiver herein, be and the same is hereby approved: said Receiver is hereby authorized to pay to the said Hamel & Dayle the sum of $1,000.00 upon dissolution of the aforementioned attachment in form satisfactory to Counsel for the Recmer; that said Receiver is further directed to take such steps as may be deemed necessary & advisable to secure possession of the said stock certificates from the said Indemnity Insurance Company of North America upon dissolution of the said attachment, and to hold the same subject to the further order of this Court.

By the Court

A. R. C Chase P. J.

June 3-1931 Special Master's Report and Petition for Confirmation of Sale Pursuant to Decree Dated, filed.

And now to wit, June 3-1931, the Report of Gus M. Gleason Special Master, having been presented, showing the sale of the property ordered & directed by the Decree of this Court entered on the 27th day of April-1931 it is ordered, adjudged & decreed that the sales set forth in the said Report be and they are hereby confirmed and the Special Master is hereby authorized and directed to execute & deliver to the purchasers, such deeds, assignments & other instruments as may be necessary to convey the title to the purchasers of the property described in the decree of sale and the said report when the terms and conditions set forth in the decree of sale have been complied with, and to do & perform all of the matters and things required to be performed by him pursuant to said decree of sale. The Special Master is also directed to retain the proceeds of sale subject to any further Order of Court in the premises. By the Court, A R Chase P. J.

~~July 27. 1931 Report of Gus M. Gleason as Recor & Special Master, filed~~

July 27. 1931 Pet for authorization to accept settlement for Special Master to make settlement for Special Master to make settlement filed Order of Court: The petition of the Administrators of the Estate of John McCoy submitted and considered and thereupon said administrators are authorized to accept the sum of $1000 from Gus M. Gleason Special Master in settlement of their judgment obtained against Irvona Coal & Coke Company recited in their petition: and the said Special Master is authorized to pay the same and take credit therewith in his accounting. By the Court A R Chase P.J.

Contd on Page 375

September Term. 1931

Rentz + Rentz	Rose Rasimos		June 10. 1931 Bill in Equity 3 Copies Cert to Shff
			Rose Rasimos of the City of Du Bois County of Clearfield and State of Penna brings this Bill in Equity against Charlie Rasimos her husband whose last known residence was the City of Chcago and State
June 10	1		of Illinois and your Orator Complaing States the following
			That your Orator is owner by entireties with Charlie Rasimos the respondent, of a
	Charlie Rasimos		Certain piece or lot of land situate in the City of Du Bois County of Clearfield and State of Pennsylvania. known as lot No. 67
	Pro	2.50	in Hugh McCullough's Addition to the
	Sky McCloskey	7.65	Borough of Du Bois. bounded on the North
	Raftsman Journal	9.00	by Hill Street; on the West by lot No. 68 of
	Pro	.50	said plot: on the south by Birch Alley: on the
	"	1.50	East by lot No. 66 of said plot: said lot being
	"	.50	50 ft wide on Hill St. running back 150
		21.65	ft to Birch Alley and being 50 ft wide
			on Birch alley. which became vested in
			your Orator and the respondent by deed of
			H. M. Dowart to Charlie Rasimos and Rose
			Rasimos dated the first day of April 1916
			and recorded at Clearfield, Pa in Deed
			Book No. 214 Page 202.
			That prior to said time the said property
			was the property of the Complainant which had
			become vested in her by deed from
			dated the day of and recorded in Deed
			Book Vol. , Page and was purchased by
			her own money which she obtained by
			her own labor and received no money
			whatsoever from the said respondent, nor
			did the respondent pay any money therefor.
			That the respondent, on or about the 1st day of
			April, 1916, persuaded your Complainant to
			transfer the property through H. M. Dowart
			unto the name of the Complainant and
			respondent to hold by entireties. In accordance
			with said plan the property was transferred
			by deed of Rose Rasimos and Charlie Rasimos
			to H. M. Dowart dated the 1st day of april
			1916, and recorded in Deed Book Vol Page
			That some time after the transfers of the real
			estate as aforesaid your Complainant and
			respondent moved to Chicago, Illinois where
			the respondent still lived. That the repondent
			has been residing in the City of Chicago, Ill.
			since the 20th day of July 1926 and your
			Complainant does not know his address and
			has been able to procure it.
			That on the 12th day of Dec. 1922, the
			respondent after abuse and ill treatment existing
			over a period of several years, deserted your

Complainent and from that date failed, neglected and refused to support your complainat or furnish her any necessities of any kind whatsoever and failed, neglected and refused to support and maintain or furnish any necessities for their three chiedren to wit: Anna Rasimos Mary Rasimos and Charles Rasimos and the Complainant was compelled to fdrnish support and maintenance for the said chiedren.

That the said Bill in Eqnity be served upon Thomas S. Walpole, attorney for the respondent at his office at No. 179 West Washington Street, Chicago, Illinois.

That an order be made transferring the interest of the said Charlie Rasimos, the respondent, to Rose Rasimos, the claimant, for whatever value may be fixed therefor, free and clear of all claims of any kind or character by the said Charles Rasimos and free and clear of any rights, claims or credits granted by dower or the laws of Pennsylvania in her estate after her death, to be applied as payment on the amount due the claimant on the said order of Court for alimony and counsel fees.

Such other relief and orders as may be equitable and just for the claimant in this proceeding. And she will ever pray.

Rose Rasimos

June 8. 1931. It is hereby directed that the within Bill and Summons be served on Thos. S. Walpole, Attorney for respondent, by registered Mail and also if no answer be filed by the return day, by advertising once a week for three weeks before the next Regular return day thereafter.

By the Court. A. R. Chase P.J.

June 11. 1931. Order certified to Sheriff.

July 27. 1931. Served the within Bill in Eqnity and order of Court on Charles Rasimos the Deft. by sending to him by registered Mail a true and attested copy of the original bill in Eqnity and order of Court as per the return receipt hereto attached, and by advertising a brief Notice of the contents thereof in the Raftsman Journal, in compliance with the order of Court once a week for three successive weeks as per the affidavit of the publisher thereto attached. Served a true and attested copy of the Bill in Eqnity and order of Court on Thomas S. Walpole attorney by sending to him a true and attested copy of the same by registered Mail as per the return receipt hereto attached. So ans. Ira C. McCluskey Sheff

Now Sept 28. 1931 By paper filed on Motion of Reutz & Reutz Attys for Libellant moves that Judgment pro Confesso be entered for failure of Charlie Rasimos to appear and file an answer thereto.

Judgment Pro Confesso against Respondent

Decree: Now Sept 28. 1931. it appearing that the above named Charlie Rasimos has failed, neglected and refused to support the Libellant, Rose Rasimos and their minor child, Casmir or Charlie Rasimos, and by Certified Copies of the Order of Court of Cook County, Illinois. No. 431068. January Term 1926 filed herewith that the said Casmir or Charlie Rasimos was ordered and directed to pay the sum of $10.00 per week, together with costs and attorney fees from the 23rd day of Jan. 1926. and by Certificate of the Clerk of said Court that the said sum has not been paid, and the action is still pending and undisposed. Judgment is hereby entered in favor of said Rose Rasimos against the said Casmir or Charlie Rasimos in the sum of $2790.00 being the balance due on said Judgment together with the sum of $ ____ per week beginning the ____ day of ____ 19 ____

It is further ordered, adjudged and decreed that all that Certain lot or piece of real estate situated in the City of Du Bois, County

Contd on Page 378

September Term 1931

Walter Welch

Walter Welch.
M. I. Gardner,
Ashley Guelich
Frank Alloi
John F. Short
S. Boyd Smith
Alex P. Krecher +
Edward A. Clark

June 26 — 2

Clearfield Borough

Pro 2.50
" .50
" .50
J.B Reilly pd by Sheriff Peff sub ck #30 1.20
" " " 1.20
" " 4.70
Pro .50
" .50
" 1.00
12.60

Feb 23. 1932 Reid of Peff Costs:— J.B Reilly 7.10
Pro 5.50 Total Recd 12.60
W. R Gallagher Prs

June 26 1931 Bill in Equity filed

Your Orators complain and say.

That the Borough of Clearfield is a Municipal Corporation, duly incorporated and acting under the powers delegated to such Corporation By the General Borough Act of the State of Penna, and is situated in the County of Clearfield & State of Penna, and is situated County of Clearfield, Pa and that John W. Miller is President of the Council of said Borough, and Roy C Kundig is Secty of said Council and that H. S Whitman is Treasurer of said Borough

The Peffs S. Boyd Smith, Alex P. Krecher Edward A Clark, members of the Volunteer Fire Companies in the Boro of Clearfield, members of the Clearfield Firemens Relief association, and Walter Welch M. D. Gardner Ashley Guelich, Frank Alloi and John F. Short, are all tax payers and citizens of the Borough of Clearfield and appear individually as Peffs herein. - that Collectively the said Walter Welch, M. D Gardner ashley Guelich Frank alloi and John F. Short represent a Committee appointed as a result of an action taken at a mass meting of citizens of Clearfield Borough to the number of one thousand and over, held in the Boro. of Clearfield on the 17th day of June 1931. by which action the said Committee were instructed to bring the instant proceedings

That said Borough on Feb 8. 1898 by its Council and Burgess then in office enacted an ordinance of said Borough. a Copy of which is hereto attached and marked Exhibit "A" under the terms of which the moneys paid to the Treasurer of said Borough by the state of Penna, under the Act of assembly of June 28. 1895 P.L. 408, were set aside in a fund to be called "Firemens Relief Fund" to be devoted to the relief of firemen injured in the active services of the Fire Companies of said Borough or for the families of such firemen. as more fully set out in Section 3 of said Ordinance

In accordance with said Ordinance various funds were received from time to time. from the State of Penna and were placed in a fund known as the "Firemens Relief Fund" where said funds have been administered in the hands of the Borough Treasurer as a separate fund for the purposes of the creation thereof

Wherefore your Orators pray for relief as follows:

That the respondents and all other persons be enjoined from transferring said funds and or

securities from the Firemen's Relief Fund to the general funds of said Borough. and from expending any part thereof for general Borough purposes.

That the said respondents be compelled forthwith to replace and reimburse to the said Firemens Relief Fund any portion thereof which may heretofore have been withdrawn or expended in accordance with the action of the Borough Council on June 15. 1931. or at any other time, as the same was on the second day of Feb. 1931.

That the respondents be enjoined and restrained from using said funds for any purposes except the relief of injured and worn out fireman and the relief of the firemens families. as set forth in the Ordinance governing the same.

For such other and equitable relief as may be requisite to effect the purposes hereof. Walter Welch atty for Peffs.

June 26. 1931 Injunction affidavits of Ashley J Gulich. M. I. Gardner. A P Kreber. Eedward Clark. and W. A Hagerty filed

June 26. 1931 Bond filed and approved By the Court A. R Chase P-J

Now June 25. 1931. It is ordered and directed and decreed. that a preliminary injunction issue upon the respondent, Clearfield Borough. and the agents thereof: the Borough Council: with notice to the proper authorities thereof: enjoining the respondents and all other persons from transferring said funds the subject of the Bill of Equity and /or securities from the "Firemen's Relief Fund" to the General funds of the said Borough. and from expending any part thereof for general Borough purposes.

That the respondents be enjoined and restrained from using said funds for any purpose except the relief of injured and worn out firemen. and the relief of the firemens families. as set forth in the ordinance governing the same.

and further it is ordered and directed that during the pendency of the disposition of the preliminary injunction herein issued that the funds. the subject of this proceeding. be maintained in their present status

This preliminary injunction to continue until the 6" day of July 1931. at which time the same to be dissolved unless continued or hearing had thereon. By the Court A R Chase. P-J

Now June 25. 1931 service on within Bill in Equity accepted and issue and personal service waived John M. Wrey Solicitor for Clearfield Borough

Now June 26. 1931 service accepted and issue and personal service waived for the President and Secretary of Council and the Treasurer of Clearfield Borough. John M. Wrey Solicitor for Clearfield Borough.

July 2. 1931 By paper filed John M. Wrey Atty enters his appearance for Clearfield Borough.

Now July 6. 1931 answer raising preliminary objections to bill in Equity filed service of copy of answer filed and personal service waived Walter Welch. atty for Peff.

July 6. 1931 Motion to dissolve preliminary injunction filed

Now July 6. 1931 the testimony on the Bill having been heard and Motion Made to dissolve the preliminary injunction. the motion is refused and the preliminary injunction Continued pending final disposition It is further ordered and directed that the testimony be transcribed and filed and further that this Cause then be proceeded in as provided by the Rules of Equity By the Court. A. R Chase P.J

Continued to page 379

September Term 1931

W C Chase — Ashley J Gulich, Rev P T Gorman, Ernest Aubrey, Nicola Colosi + W G Boyce

July 8 — 3

Sarah M Rollin, H H Rollin

Pro 2.50
" 1.75
Shff McCloskey 5.00

July 8 1931 Bill in Equity filed. The Peffs above named aver that they are entitled to equitable relief upon the following facts:- That they are residents of Third Ward of Clearfield Borough County of Clearfield. Penna. That Sarah M Rollin + H H Rollin Defts above named are residents of the Third Ward of Clearfield Borough. County of Clearfield. Pa. That on or about the 7th of July the Defts above named Sarah M Rollin and H H Rollin started to or were about to start the erection, building and construction of a Gasoline Station at the Corner of Weaver and Nichols Street, in the Borough of Clearfield Clearfield County, Pa. That your petitioners reside and own property immediately surrounding the proposed Gasoline Station and believe that if such a station was erected that it would be injurious and dangerous to the health, welfare and public safety of the Citizens of the Borough of Clearfield. Therefore your petitioners pray that the above named defendants Sarah M Rollin and H H Rollin be enjoined from erecting, constructing, od Maintaining a Gasoline Station at the Corner of Weaver and Nichols Street Ashley J Gulich Rev P T Gorman Ernest Aubrey, Nick Colosi, W G Boyce Order of Court:- And Now July 8 1931 it is ordered and directed and decreed that a preliminary injunction issue upon the defendants Sarah M Rollin and H H Rollin and the agents thereof enjoining the Respondents and their agents from erecting, constructing or maintaining a gasoline station at the Corner of Weaver and Nichols Streets in the Borough of Clearfield Clearfield County Pa said order being made after an examination of the foregoing petition which is in proper form and contains the required affidavits and bond, and the said petition contains facts upon a preliminary injunction may issue. This preliminary injunction to continue until the 13th day of July 1931 at 10:00 o clock A M. the same to be dissolved unless Continued, or hearing had thereon

By the Court A R Chase P J

July 8. 1931 Bond in sum of $100 00 with Ernest Aubrey and
Nicola Colosi Surety and approved by the Court. A R Chase O.J
July 8. 1931 Injunction Issued to Shff McCloskey
July 8. 1931 Served the within writ of injunction upon Sarah M. Rollin
and H. H. Rollin personally by handing to each of them a true and
attested copy of the original and making known unto each of them
the Contents thereof. together with bill in Equity that I served
personally on Sarah M. Rollin. So ans Dra C. McCloskey Sheriff

September Term 1931

J. M. Urey — John Losh

July 28, 1931 Bill in Equity filed. Your Orator Complains and says Your Orator is a resident of the township of Pike in county of Clearfield and state of Penna. The defendant Arthur D. Cowdrick is the duly elected and Treasurer of the County of Clearfield. Your orator is the owner of all those certain messuages, tenaments or tracts of land situate in the Township of Pike bounded and described as follows:-

July 28 — 4

Arthur D. Cowdrick Treasurer of Clearfield County

Pro by Atty 2.50
" .50

One thereof, beginning at a post on line of James B. Smith and B. B. Draucker tract; thence by line of land formerly owned by B. B. Draucker South thirty-eight and one-half (38½) degrees West seventy (70) perches to post; thence by land of James B. Smith North fifty-one and one-half (51½) degrees West forty-one and seven-tenths (41.7) perches to post; thence south thirty-eight and one-half (38½) degrees west fifty-three (53) perches to hickory and land of Joseph A. Caldwell; thence by said land north fifty-one and one-half (51½) degrees West forty-one and seven-tenths (41.7) perches to post and land of James Sharp; thence by said land north thirty-eight and one-half (38½) degrees east one hundred thirty (130) perches to a post and land of James B. Smith; thence by said land south fifty-one and one-half (51½) degrees East forty-one and seven-tenths (41.7) perches to post; thence south thirty-eight and one-half (38½) degrees west seven (7) perches to post; thence south fifty-one and one-half (51½) degrees east forty-one and seven-tenths (41.7) perches to a post and place of beginning, containing forty-nine (49) acres twenty-nine and six-tenths (29.6) perches.

The second thereof, situate in the Township of Pike in the County and State aforesaid and bounded and described as follows, to wit;
On the South by land of J. P. Dale; on the West by Tozer and Sharp and North by William L. Bloom, containing seventy (70) acres, more or less.

The third thereof, situate in the Township of Pike, County and State aforesaid, and bounded and described as follows, to wit;

Beginning at a post on line of B. B. Draucker land; thence along the same South forty (40) degrees west fifty-one (51) perches to a post on line of John P. Dale; thence along the same and land of John R. McCleve north fifty (50) degrees west forty-five (45) perches to a hickory; thence by other tract above described north forty (40) degrees east fifty-one (51) perches to a post; thence by same south fifty (50) degrees east forty-five (45) perches to post and place of beginning, containing fourteen (14) acres and fifty-five (55) perches.

Excepting and reserving out of the above described premises all that certain messuage, tenement or tract of land situate, lying and being in the Township of Pike, County of Clearfield, and State of Pennsylvania, bounded and described as follows, to wit:
Beginning at a post at corner of William L. Bloom now John Porter in the line of land belonging to Joseph L. Dale; thence by said John Porter's land North thirty-eight (38) degrees east sixteen (16) perches to a post; thence by land of the said Clark B. Norris north fifty-two (52) degrees west ten (10) perches to a post; thence by the same south thirty-eight (38) degrees west sixteen (16) perches to a post in the line of the said Joseph L. Dale's land; thence along his land south fifty-two (52) degrees east ten (10) perches to the beginning. Containing one (1) acre.

Being the same premises of which Clark B Norris died seized and which were sold at public sale to the said John Losh by Anthony Hile, Trustee in Partition of the real estate of said Clark B Norris under an order of the Orphans

Court of Clearfield County in pursuance of proceedings in partition

That said lands were purchased by your Orator at a public sale at the Court House in Clearfield on Apr. 25. 1930 for the sum of $3500.00 which sale was duly confirmed by the Court upon the Trustee's return thereof by order dated Apr 28. 1930 and the said Trustee, Anthony Hile, was authorized by the Court to deliver to your Orator a Deed upon payment of the purchase money, which deed was ejected by said Trustee and delivered to your Orator on the 13th day of May. 1930, when said consideration money was paid in full to said Trustee, and said deed was placed of record and is recorded in the Recorders Office in Deed Book No. 296, Page 191.

Your Orator is informed that said lands above described were assessed as 38 and 84 acres of seated lands and that tax levies were made by the County of Clearfield, the Poor Dist of the County of Clearfield the road district of Pike Township and the School District of Pike Township in the name of Mrs Sadie Norris for the year 1927, and said taxes not having been paid a return was made by the tax Collector of Pike Township to the County Commissioners of Clearfield County in the sum of $180.00, that said return was afterwards entered on the tax lien records of Clearfield County and was certified to the County Treasurer and said lands have been advertised for sale for said taxes and the costs of sale by the said Arthur D. Cowdrick, Treasurer of Clearfield County on Aug 3. 1931.

Your Orator is informed and believes that under Section 26 of the Orphans Court partition Act approved the 7th day of June. 1917, said sale of said lands to your Orator by the said Anthony Hile, Truster in Partition of the estate of said Clark B. Norris, deceased, had the effect of a judicial sale as to the discharge of liens upon said real estate, and the lien of said taxes for the year 1927 was discharged, and no valid sale can be made therefrom

That irreparable damage will be done to your Orator if the said Arthur D. Cowdrick, Treasurer of Clearfield County, is permitted to sell the said lands for said taxes on 3rd day of August. 1931, as advertised

Wherefore your Orator prays for relief as follows:

1st That an injunction be issued restraining and enjoining the respondent from making sale of said lands for taxes on the 3rd day of August. 1931 or at any other time,

2nd For such other and equitable relief as may be requisite to effect the purposes of this bill John M. Urey Atty for Pet'f.

Order of Court:- Now July 28. 1931 the Bill of Complaint in the above stated case having been read and considered and it appearing to the Court that the proper injunction affidavits and bond have been filed, and that said Bill of Complaint sets forth sufficient facts upon which a preliminary injunction may issue; it is ordered directed and decreed that a preliminary injunction issue restraining and enjoining the respondent Arthur D. Cowdrick County Treasurer of Clearfield County from making sale of the 38 and 84 acres of seated lands in Pike Township assessed in the name of Mrs Sadie Norris for taxes for the year 1927

This injunction to Continue until the 3rd day of August 1931, When the same will be dissolved unless a hearing be

Contd from Page 373 John Losh vs Arthur D Cowdrick

	had thereon, on	the injunction Continued By the Court. A R Chase P J
	July 28. 1931	Injunction affidavits filed
	July 28. 1931	Bond for Injunction filed in sum of One Hundred Dollars John R Swartzle and Joseph H Roessner Surety
	July 28. 1931	Service accepted. Issue and service waived Arnold and Smith atty for Deft
Order of Court:-	Now. Aug 18. 1931.	it is oidered and decreed that this Bill of Equity be discontinued and it is further ordered and dirdcted that Clearfield County pay the Costs of this proceedings. And the Treasurer of Clearfield County A. D Cowdrick is hereby restrained from making Sale of the real estate for the taxes assessed for the year 1927. as advertised at Treasurers sales for the year 1931. A Copy of this order to be Certified to the County Treasurer. By the Court A. R Chase P J
	Aug 18. 1931	Order Certified to John M. Urey atty

Integrity Trust Co vs Irvona Coal & Coke Co No. 5 Feb T 1931

Contd from Page 365

July 27 1931 Report of Gus M Gleason as Receiver & Special Master filed Order of Court:- July 27-1931 the foregoing report of Gus M Gleason as Receiver of Irvona Coal & Coke Company and as Special Master appointed to make sale of the property of said Corporation under foreclosure decree, having been presented and considered it is ordered to be filed in the Prothonotary's office; and the departures from the strict requirements of the decree of foreclosure referred to in said report being in the interest of all the creditors and all others concerned are hereby ratified and confirmed.

It is further ordered that the accounts of Gus M Gleason as Receiver and as Special Master, respectively, be filed in the Prothontarys office, and the said Gus M. Gleason is directed to give notice of this having filed them by advertisement in two newspapers of general circulation in Clearfield County, and otherwise to Comply with the requirements of Rule 79 of Equity Rules

By the Court. A R Chase P.J.

July 27. 1931. First & Final Account of Gus M. Gleason Receiver filed

The Recvr. Charges himself with the following receipts

To transfer from Gus M. Gleason agent of part of fund received by him from Bioren & Company 1770.45

To transfer from Gus M Gleason S M of funds required by him to liquidate the expenses of the receivership per order of Court when appointing him Special Master 8332.12

Total 10102.57

Cr.

The Recvr. takes credit with the following disbursements in the Management of the receivership

1931

Feb	2	By Prem for fire Ins. Liability & Comp Ins	834.35		
		" Exp to Clfd Mileage & hotel	12.50		
	3	" " Clfd to Coalport & Johnstown	10.25		
	" 5	" " Coalport	7.50		
	6	" " " to Johnstown	5.50		
	" 10	" " Johnstown to Clfd & return	17.50		
	" 11	" " " " Phila	13.83		
	" 17	" " " " Coalport & return	9.50		
	" 12	" " Phila to Johnstown	17.83		
	" 20	" " Johnstown to Pittsbgh & return	7.50		
	" 24	" " " " Clfd	12.50		
	" 25	" " Coalport & Johnstown	9.50		
	" 28	" " Clyde Nevling labor 2/3 to 2/15 Inc	27.50		
	" 28	" " Steve Boudrusky labor 2/3 to 2/15 Inc	52.80		
	" "	" " stamps	1.50		
	" "	" " Telephone	8.30		
Mar	4	" Exp Johnstown to Coalport & ret.	9.00		
	" 5	" Clyde Nevling labor 2/16 to 2/28	30.00		
	" 5	" Steve Boudrusky " " " "	57.60		
	" 5	" andrew St Clair " " "	5.00		
	" 5	" Exp Jomston to Phila	13.83		
	" 6	" " Phila to Johnstown	18.83		
	" 7	" " Johnstown " Cept & return	8.75		
	" 9	" " " " Altoona "	9.20		
	" 11	" " " " Clfd	11.75		
	" 12	" " Clfd to Clpt & Jstown.	9.50		
	" 13	" " Jhustn to altoona	8.35		
Mar	14	By Ex Altoona to Johnstn	5.60		
	" 18	" " Johnstn to Clpt & ret.	9.50		
	" 23	" " " to Clfd & ret	18.00		
	" "	" " Clyde Nevling lab 3/1 to 3/15	30.00		
	" "	" " Steve Boudrusky " " "	62.40		
	" "	" " Andrew St Clair " " "	4.00		
	" 25	By Ex Johnstn to Ptsbgh & rel	7.75		
	" 26	" " " to Clpt & ret	9.00		
	" 27	" power bill Assoc Gas & Elec Stystm 2/2/ to 2/20	347.13		
	" 31	By Exp Jhustn & Clfd. Clpt & ret	17.50		
	" "	By stamps	1.00		
	" "	" telephone	11.50		
Apr	4	" bill Assoc G & E System 2/20 to 3/21	563.16		
	" "	" Steve Boudrusky 3/16 to 3/21	72.00		
	" 4	" Clyde Nevling " "	30.00		
	" "	" Natl S Co prem fee bond	50.00		
	" 5	" Exp Jhustn to Clfd	14.00		
	" 6	" " Clfd to Johnstn	11.00		
	" 9	" " Jhustn to Clpt & ret	9.50		
	" 14	" " " " Phila	13.83		
	" 15	" " at Phila	8.00		
	" 16	" " Phila to Jhustn	16.83		
	" 20	" " Jhstn to Clpt & ret	9.50		
	" 21	" Chge to W. J. Jasper Assessor for attending to appeal at Clfd	15.00		
	" 21	" Clyde Nevling labor 4/1 to 4/15	30.00		

Next Page

Contd from Page 376 Integrity Trust Co vs Irvona Coal & Coke Co

apr 21	By Steve Boudrosky labor 4/1 to	4/5		64.80
21	" advg of p. sale notice in clfd	Prog		3.10
26	" Exp Johnstn to clfd			13.00
27	" " clfd " Johnstn			9.50
30	" stamps			1.20
30	" Telephone			14.90
may 4	" bill assoc Gas & Elec System			705.85
5	" Clyde Newling 4/16 to 4/30			30.00
5	" Steve Boudrusky " " "			64.80
10	" Exp Johnstown to clfd & ret			8.75
12	" Ex " " clfd			13.50
13	" " clfd to Johnstown			9.50
13	" " Johnstown to Phila			13.83
14	" " at Phila			8.00
14	" Ck to Hamel & Doyle for release of Certs No 396 for 291 shs Capital stk of Penn Gas Co per Order of Court			1000.00
14	" Ex Johnstn to Phila			17.33
18	" " " " clfd & ret			9.50
19	" Clyde Newling labor 5/1 to	5/15		30.00
19	" Steve Boudrusky			64.80
19	" A. L. St Clair labor			20.00
19	" P. E. Nelson labor			4.00
22	" Ex Johnstn to clfd			12.50
23	" " clfd to Johnstn			11.00
25	" " Johnstn to clfd & ret			9.50
28	" " " " clfd			12.00
29	" " clfd " Johnstown			9.50
29	" stamps			1.10
29	" Telephone			13.80
June 1	" " Jstns to clfd & ret			8.75
5	" " " " clfd & ret			17.50
9	" power assoc Gas & E. System			652.32
9	" Clyde Newling labor			30.00
9	" Steve Boudrusky labor			67.20
9	" A. L. St Clair			2.50
16	" Ex Johnstown to clfd & ret			9.50
22	" " " " clfd & ret			17.50
22	" Clyde Newling labor			30.00
22	" Steve Boudrusky "			64.80
27	" Clyde Newling "			12.00
27	" Steve Boudrusky			24.00
27	" Mid State Elec Eng Co for repairs & parts to Machinery			146.39
27	" Assoc Gas & Elec System			776.62
28	" Ex Johnstown to Phila			13.83
29	" " at Phila			8.00
30	" " Phila to Jstn			17.05
30	" stamps			6.0
30	" Telephone			12.40
July 21	" Ex Jstn to clfd & ret			17.50
27	" Robert E. Chaplin 3 mo storage			30.00
27	" Robt E. Chaplin drayage & labor			10.00
27	" Wm Burns appraiser			150.00
July 27	By C. D. Cushing appraiser			150.00
"	" " Bell O Laughlin & Silberblatt Attys for Recvr			375.00
"	" Livright & Smith atty for Recvr			375.00
"	" Gus M Gleason Comp as Recvr			250.00
"	" Ck to Bioren & Co in refund of Borrowed money			1770.45
26	" Ex Johnstn to clfd & ret			17.50
27	" Geo. W. Ralston Pro filing acct			7.00
27	" Raftsman Jrl adv acct			10.00
27	" Osceola Leader, adv acct			7.00
27	" Geo W Ralston Pro recrd costs			18.00
July 21	" Milford Bratton, Recorder Deeds			7.00
"	" " payment to Glenn Fleckinger 4½ Mos supervision of plant & property at Irvona			225.00
	Total			10102.57

Gus M. Gleason
Recvr of Irvona Coal & Coke Co

July 27. Acct of Gus M. Gleason Special Master appointed by the Court to make sale of the property of Irvona Coal & Coke Co filed

Aug 24, 1931, Proof of advertising, filing and sending Notices to parties interested filed.

Aug 24, 1931, Order of Court confirming Special Master's Account and Ordering Distribution filed.

Aug. 24, 1931, the above matter having been adjourned from ten O'Clock A.M. to one thirty O'Clock P.M. for good and valid reasons, the account of Gus M. Gleason special master appointed to make sale of the property of Irvona Coal & Coke Company, having been filed on July 27-1931, in the Office of the Prothonotary of Clearfield County, and due notice thereof having been given by special master by advertisement and by mailing notices at least 15 days prior to the time fixed for application for its account so far as the same could be ascertained on reasonable inquiry, all of which appears by proof of publication and of service herewith submitted; and no exceptions having been filed to the account and the account having been examined and showing a balance Eight Thousand and 0/100 ($8013.03) Dollars in the hands of the Special Master for distribution, it is ordered & directed:

Cont'd on Page 377

Contd from page 376, Integrity Trust Co vs Irvona Coal & Coke Co. # 5 Feb. T. 1931.

1. That said account be, and the same hereby is confirmed,

2. That distributions thereunder already made are ratified, there being no essential facts in dispute as shown by the record,

3. The balance of Eight Thousand thirteen and 3/100 ($8013.03) Dollars in the hands of the special master is awarded to Integrity Trust Company, trustee, for the bondholders secured by the mortgage on which the foreclosure sale was made,

4. The amount due on said first mortgage gold bonds is found to be one Hundred Ninety Eight Thousand Two Hundred Eighty Seven and 0/100 ($198,287.10) Dollars as stated in article VII of the "Decree of Foreclosure of Mortgage" entered in this case on April 27-1931,

5. The Trustee of said mortgage is required to made distribution of the amount hereunder awarded to it, ratably to the bondholders according to the relation that said sum of Eight Thousand Thirteen and 3/100 ($8013.03) Dollars bears to the total amount due as heretofore found by the Court, one Hundred Ninety Eight Thousand Two Hundred Eighty Seven and 0/100 ($198287.01) Dollars, with interest on the latter amount from April 27, 1931, to this date, without preference on priority of principal over interest, or of interest over principal,

6. Said Integrity Trust Company trustee as aforesaid shall be governed in making said distribution by the provisions of the "Decree of Foreclosure of Mortgage" already referred to indicating the principal amount of the bonds outstanding to be one Hundred Eighty Seven Thousand ($187,000.00) Dollars, and for further details as to the amount due said trustee shall refer to the decree itself.

By the Court, A. R. Chase P.J.

Aug. 24, 1931, Proof of advertising, filing & sending notices to parties interested filed.

Aug 24, 1931, Order of Court, Confirming Receivers Account filed.

Now Aug 24, 1931, the first & final account of Geo M. Gleason, receiver in the above case, having been filed on July 27, 1931, in the Office of the Prothonotary of Clearfield County and due notice thereof having been given by advertisement, and by mailing notices at least fifteen days prior to the time fixed for application for its confirmation, to all persons who are or may be interested in the account so far as the same could be ascertained on reasonable inquiry, all of which appears by proof of publication and of service herewith submitted; and no exceptions having been filed to the account, and the account having been examined, It is ordered & directed that said account be, and the same hereby is confirmed, and distributions thereunder made are ratified there being no essential facts in dispute as shown by the record.

By the Court, A. R. Chase, P.J.

Oct 5-1931 Supplemental account of Geo M. Gleason, Special Master filed

Dr

The Accountant Charges himself with the following receipts.

1931	Aug 31	To check from Integrity Trust Co. Trustee, Refund on Blain City Supply Co. Fire Ins. policy	290.80
	Sep 30	To Check from Integrity Trust Co. Trustee, Refund on Workmen's Compensation policy	79.75
		Total	$ 370.55

Cr

The accountant Claims credit for the following disbursements

1931	Aug 17	By Collector of Internal Revenue Warrant for distraint, Irvona Coal & Coke Co. 1930 withstanding tax 2% paid at Seamree Banks	$ 29 88
	Aug 19	By Notary fee proof of Advertising	1.00
	" 27	By expense Johnstown to Phila	16.83
	" 28	By expense, Phila to Johnstown and at Phila	00.84

(Contd to page 380.)

No 1 Sept T. 1931 Rose Rasimos vs Charlie Rasimos

of Clearfield and State of Pennsylvania, being Lot No 67 in Hugh McCullough addition to the Borough of DuBois described as follows:

Bounded on the north by Hill Street; on the West by Lot No 68 of said plat; on the South by Birch Alley; On the East by Lot No 66 of said plat. Said lot being fifty (50) feet wide on Hill Street running back One Hundred and Fifty (150) feet to Birch alley and being Fifty (50) feet wide on Birch alley.

Being the same piece of land became vested in the said Charlie Rasimos and Rose Rasimos by Deed dated the first day of April, 1916, recorded in Deed Book No. 241, Page 202, in the office for the recording of Deeds of Clearfield County, be seized, taken and sold in execution and the proceeds thereof distributed first to the payment of the costs of this proceeding and the sale, and second to the payment of the interest of the said Rose Rasimos in the property and any balance there may be applied as credit on the above stated Judgment of Rose Rasimos against Charlie Rasimos. Said sale to be duly advertised as other sales of real estate, by the Sheriff

By the Court A R Chase P. J

Now Sept 28, 1931 By direction of above Order of Court Judgment is entered in favor of the Plaintiff and against the Defendant for the sum of Twenty Seven Hundred Ninety ($2790.00) Dollars

Judgment for Pltf $2790.00

Geo. R Ralston Pro.

Sept 28 1931 Order Certified to Sheriff

Nov 2 1931 Sheriffs appropriation read in open Court and Confirmed Ni Si and filed.

Now Nov 7 1931 No Exceptions filed and same is confirmed absolute Geo R Ralston Pro

Nov 2 1931 Sheriff acknowledged Deed to Rose Rasimos

Nov 7 1931 No Exceptions filed and Deed Delivered to Sheriff McCloskey

To The HONORABLE JUDGE:

AND NOW Nov 2 1931 **19** ..... **by virtue the writ** hereunto attached after having due and legal notice of the time and place of sale by publication in two of the newspapers published in the County and by Handbills posted on the property fronting for the time and place of sale I did at the Court House in Clearfield on the 30th day of Oct 1931 **19** ..... expose the within described real estate of Charles Rasimos and Rose Rasimos

.....

a public vendue or outcry (and continued the same from day to day until 30th **day of** October ..... 1931.) **at which time and place I sold the same to** Rose Rasimos

he being the highest and best bidder, for the sum of $ 100.00 **and made the following appropriations:**

Prothy	$ 5.60
Recorder	1.50
Sheriff	33.00
Raftsmens Journal	29.60
Leader Printing Co	17.40
1931 Taxes - J. E. Hood School	16.90
Total	$ 100.00
other taxes paid 1931 J. E. Hood School	2.53
Total Taxes & costs paid	$ 107.53

So Ans Frank McCloskey Sheriff.

Continued from page 369 No. 2 Sep T. 1931. Walter Welch et al vs Clyd Bare.

Oct 5-1931 Order filed

Now Oct 3-1931, the decree of Court in the above cause issued as of June 25-1931, is hereby modified so that paragraph two of said Order which reads as follows:- "And further it is ordered & directed that during the pendancy of the disposition of the preliminary injunction herein issued, that the funds, the subject of this proceeding be maintained in their present status".

It is Ordered & directed that said paragraph be modified by adding thereto, as follows; "except payments from said fund for relief of injured firemen and relief deceased firemens families".

By the Court, A. R. Chase P. J.

Feb 12 1932 Motion for discontinuance filed

Feb 12 1932 On Motion of Walter Welch, Atty for Reffs in the above case, that as the matters in Controversy have been amicably adjusted between the parties, leave is hereby granted to discontinue the case upon payment of Costs. By the Court A. R. Chase P. J.

Feb 12 1932 by virtue of foregoing Order the above case is discontinued of record upon payment of Costs. Walter Welch Atty for Reff.

Cont'd from page 377 Integrity Trust Co. vs Irvona Coal & Coke Co.

Aug 31. By expense Johnstown to Phila. & return	18 00	
Sep 1. By return of funds to Integrity Trust Co. error in refund on Ins. premiums	10 68	
Sep 3. By expense Johnstown to Harrisburg & return adjusting return premiums Workmen's Compensation policy	28 20	
Sep 14 By Morgan, Lewis & Bockius, Phila refund of disbursements made on acc't of Estate	14 11	
Oct 1 By expense, telephone, postage & Stationery	6 84	
Oct 1 By adjustment of Charge 9/30/31, Check given to Integrity Trust Co. Trustee for refund on Workmen's Compensation policy	79 75	
Oct 4 By expense to Clfd. mileage & Hotel Bill	12 50	
Oct 5 By expense Clfd. to Johnstown & Hotel bill	9 50	
Oct 5. By Liveright & Smith, remburesement of telephone tolls	1 90	
Oct 5. By Rathmans Journal, adv. acct	10 00	
Oct 5. By Osceola Leader adv. acct	7 00	
By estimated cost of proceeding for discharge of Special Master	15 00	
By Geo. E. Raletan. Prof. felng this acct.	6 00	
By Balance distributable to Integrity Trust Co. Trustee for bondholders	82 53	
	$370 55	

Gus M Gleason
Special Master.

Nov. 2. 1931 Proof of advertising Supplemental account of Special Master, and of sending notice to persons interested filed

Nov. 2. 1931 Order of Court Confirming Special Master's Account and ordering distribution filed as follows:

Nov. 2. 1931. the supplemental account of Gus. M. Gleason, Special Master appointed to make sale of the property of Irvona Coal & Coke Company, having been filed on Oct 5. 1931 in the office of the Prothonotary of Clearfield County, and due notice thereof having been given by the special Master by advertisement, and by mailing notices at least fifteen day prior to the time fixed for application for its confirmation, to all persons who are or may be interested in the account so far as the same could be ascertained on reasonable inquiry. all of which appears by proof of publication and of notice herewith submitted; and no exceptions having been filed to the account, and the account having been examined and showing a balance of Eighty Two and 53/100 ($82.53) Dollars in the hands of the special master for distribution, It is ordered and directed:

1. That said account be, and the same hereby is confirmed.

2. That payments and/or distributions thereunder already made are ratified there being no essential facts in dispute as appears from the record.

3. The balance of Eighty Two and 53/100 ($82.53) dollars in the hands of the Special Master is awarded to Integrity Trust Company, trustee for the bondholders secured by the Mortgage on which the foreclosure sale was made.

4. The trustee of said Mortgage is directed to make distribution ratably to the bondholders according to the relation the said sum of Eighty Two and 53/100 ($82.53) Dollars bears to the total amount due as heretofore found by the Court. One Hundred Ninty Eight Thousand Two Hundred Eighty Seven and 0/100 ($198,287.01) Dollars, with interest on the latter amount from April 27th 1931. without preference or priority of principal over interest, or of interest over principal.

5. Said Integrity Trust Company, trustee, shall be governed in making said distribution by the provisions of the decree of foreclosure of the mortgage. "D." "F" and "M" entered in this case.

By the Court A. R. Chase. P. J.

Nov. 16. 1931 Pet for discharge and order of Court filed

Nov. 16. 1931 the foregoing petition of Gus. M. Gleason, Receiver of Irvona Coal and Coke Company, and Special Master appointed by the Court to Conduct the foreclosure sale of its property, presented and Considered, and the said Receiver and Special Master is directed to publish notice of his application in one newspaper of general circulation in Clearfield County for a period of ten days, said notice to set forth the substance of his application and to state a date when the application will be presented to the Court for final action.

It is further ordered and decreed that unless exceptions be filed to the discharge of Gus M. Gleason

Contd from Page 380

in several capacities on or before the date fixed for presentation of the application to the Court. the prayer of the petitioner for his discharge will be granted as of Course

By the Court A R Chase P J

Dec 7 - 1931 Order of Court discharging Gus M. Gleason.

Dec 7 - 1931 - Gus M. Gleason, Receiver of Irvona Coal & Coke Co. & special Master appointed by the Court to conduct the foreclosure sale of its property having on the 16th day of November A. D 1931. presented his petition for his discharge in respect of both trusts & the Court having directed publication of notice of such application in one newspaper of general circulation in Clearfield County for a period of ten days, said notice to set forth the substance of the application and to state a date when it would be presented for final action, and

It appearing by proofs hereto attached that publication was duly made in the Raftsman's Journal, a newspaper published in the Borough of Clearfield, Penna. for ten days setting forth that the application will be presented to the Court for final action on this date, and

It appearing that no exceptions have been filed to the application of said Gus M. Gleason for his discharge as Receiver of Irvona Coal & Coke Company and as such Special Master, on motion of Counsel for said Gus M. Gleason,

It is ordered & directed that the said Gus M. Gleason be and he hereby is discharged as Receiver of Irvona Coal & Coke Company, as Special Master appointed to conduct the foreclosure sale of its property. By the Court

A. R. Chase P. J.

Continued from page 253 No. 4 Feb. T. 1929 Ira C. McCloskey vs McLaughlin Furniture Co.

mentioned in their petition to pay the sum of $3,200.00 in discharge and satisfaction of the judgment obtained May 3rd, 1932, by H. J. Thompson against McLaughlin Furniture Company and its receivers, at No. 75, February Term, 1928, together with record costs in said suit at law.

It is further ordered that the said receivers take credit with such disbursement in their account.

By the Court, A. R. Chase, P. J.

May 17, 1932 - Petition for allowance of Receivers' compensation and Attorney fees filed.
May 17, 1932 - Order of Court filed.

May 17th, 1932, the foregoing petition of the receivers of McLaughlin Furniture Company presented and considered, and pursuant to the prayers thereof, the following allowances are made out of the funds in the hands of said receivers, in full payment of compensation to them and their counsel:

John J. McLaughlin, receiver $225.00
R. M. Hershey, receiver 225.00
Liveright & Smith, attorneys 250.00

By the Court, A. R. Chase, P. J.

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531 Railw
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519 Misc
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532 Railr
536 Hire
540 Rent
541 Joint
543 Misc
546 Inter
547 Intere
Total
619 Incom
Loss o
Profit

no. 3 May Term 1931
Continued from Page 357 - Howard H Rowland vs. P & S.R.R. Co.

Mar. 30 - 1933 - Receiver's Petition for leave to compromise Complaint before public Service Commission of Commonwealth of Penna. and Order of Court Filed.

30th day of March 1933 - the foregoing petition of Walter N. Todd Receiver of Pittsburg & Susquehanna Railroad Company submitted & Considered, and the said Receiver is hereby authorized to Concur in the recommendations of the Dept. of Highways for temporary removal of the railroad Crossing involved in the Complaint of said Department filed before the Public Service Commission of the Commonwealth of Pennsylvania at C.2509.

This authorization is made upon condition that the removal of the Crossing and the restoration of the surface of parts of the highway involved be done by and at the expense of the Department of Highways. By The Court. A.R. Shoe. P.J.

Feb 1. 1935 Pet of Receiver for leave to make private Sale of assets and Order of Court:- Now the 1st day of Feb A.D. 1935, the foregoing petition of Walter N. Todd. Receiver of the Pittsburgh & Susquehanna Railroad Company, being presented and Considered, thereupon Walter N. Todd. Receiver aforesaid is granted leave to sell the loose rails and splices located in the City of Houtzdale to Frank Calandra for the sum of Four Hundred Dollars or for Twelve ($12.00) Dollars per gross ton, f.o.b. Which ever price will bring the most to his trust: and upon receipt of the Consideration for the rails and splices, said Walter N. Todd. Receiver as aforesaid is authorized to deliver to said Frank Calandra, any releases, receipts or bills of sale that may be necessary or desirable.

By the Court H. Wallace Smith P.J.

March 26. 1936 Account of Walter N. Todd. Receiver filed and adv. by Receivers. Account as follows:-

The accountant charges himself with receipts as shown, and takes credit with disbursements as shown on the succeeding pages hereof, captioned "Statement of Income and Profit and Loss for Period April 22. 1931 to Dec. 31. 1935," and shows the financial position of the Corporation in receivership as set forth on "General Balance Sheet for Month of Dec. 1935."

Statement of Income and Profit & Loss for period April 22. 1931 to December 31. 1935,

No.		
	Revenue from Transportation	
101	Freight Revenue	1.474.87
	Total Revenue from Transportation	1.474.87
501	Railway Operating Revenue	1.474.87
531	Railway Operating Expenses	25.418.75
	Net Revenue from Transportation	23,943.88
	Railway Operating Income	23,943.88
	Non Operating Income	
519	Miscellaneous Income	5.00
	Gross Income	23,938.88
	Deductions from Income	
532	Railway Tax Accruals	47.41
536	Hire of Equipment	504.00
540	Rent for Work Equipment	5.33
541	Joint Facility Rent	4.891.89
543	Miscellaneous Rents	164.15
546	Interest on Funded Debt	70.375.00
547	Interest on Unfunded Debt	25,518.50
	Total deductions from Income	101,506.28
	Income Balance to Profit and Loss	125,445,16
619	Loss on Retired Road and Equipment	4.464.28
	Profit and Loss to General Sheet	129,909,44

Statement of Operating Expenses for period April 22. 1931 to Dec. 31. 1935

Account		Total
	Maintenance of Way & Structures	
2201.	Superintendence	1.145.38
2202.	Road Maintenance	88. 93
2203.	Maintaining Bridges etc	115.82
2204.	Depreciation of Ways & Structures	5.475, 05
2205.	Miscl. Expense	604.48
2206.	Maintaining Joint Way & Structures	1.664.51
	Total Maintenance of Way & Structures	9,094.17
	Maintenance and Equipment	
2221	Superintendence	87.76
2223	Locomotive Repairs	188.77
2224	Car Repairs	4.20
2226	Equipment Depreciation & Retirements	3.238.84
2227	Miscellaneous Equipment Expense	605.82
	Total Maintenance of Equipment	4,915.39
2231	Traffic Expense	391.30
	Total Traffic Expense	391.30
	Transportation Expense	
2241	Superintendence	409.58
2246	Oper. Joint Yards and Terminals	1.150.60
2248	Train Employees	344.11
2249	Fuel for train Locomotives	142.28
2250	Other Train Expenses	79.51
2254	Other Rail Line Transp. Expense	34.80
	Total Transportation Expense	2.160.88
2261	General Expense Salaries	8,740.87
2262	Insurance - General	115.64
2264	Other General Expense	.50
	Total General Expenses	8.857. 01
	Total Railway Operating Expenses	25.418. 75

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Cont. from page 325 — W B. Arnold, et al and DuBois National Bank

Policy No. 178821, Wilson W. Millison,		$ 2,383.20
Policy No. 188341, Wilson W. Millison,		480.41
Policy No. 188743, Wilson W. Millison,		441.39
		3,315.00
&		
Said Accountant claims credit for the following items:		
To amount for services in this matter,	$ 100.00	
Pentz & Pentz, legal services in this case	75.00	175.00
Balance in hands of Trustee,		3,140.00
The Accountant takes credit with the following items ordered to be paid by the Court of Common Pleas in this case, to wit;		
Prothonotary of Clearfield County	15.60	
Sheriff of Clearfield County	2.50	
George B. Stahl, serving Plaintiff's subpoenas	1.70	
Boulton & Boulton, atty's for Plaintiffs	500.00	
Prothonotary of Clearfield County, filing and recording this report	2.50	
W B. Arnold, one of the plaintiffs, for premium on policy advanced,	11.17	533.47
Balance in hands of DuBois National Bank, Trustee, for distribution among the stockholders,		$ 2,606.53

Continued from Page 383

Cash Disbursements by Walter N. Todd Recvr. for period April 22, 1931 to Dec 31, 1935.

Date		Ck No.	Voucher	amt
5/25/31	N.Y. Central R.R. Co	1	1	44.62
5/26/31	Pay Roll 3/16/31-3/31/31	2	2	413 24
5/29/31	Bebe Tel Co Pa	3	3	14.15
6-24-31	Pay Roll 3-16-31-3-31-31	4	11	70.00
6-24-31	Pay Roll 4-1-31-4-15-31	5	15	337.63
6-26-31	N.Y.C. R.R Co	6	16	118.25
7-8-31	Bell Tel Co of Penna	7	7	18.35
8-19-31	Pay Roll 4-16-31 4/21-31	8	30a	33.65
8-19-31	Pay Roll 4-22-31-5-31-31	9	33a	228.85
8-19-31	Bell Tel Co. of Penna	10	27	11.40
9-14-31	Bell Tel Co. of Penna	11	53	9.75
9-16-31	Incidental Office Fund	12	66	10 00
9-23-31	N.Y. Central R.R. Co	13	67	244.69
9-26-31	Pay Roll 6-1-31-6-15-31	14	34a	87.50
9-26-31	Bell Tel Co. of Penna	15	60	6.37
9-30-31	N.Y. Central R.R Co	16	70	101.00
11-14-31	Bell Tel Co. of Penna	17	69	10.20
11-30-31	Pay Roll 6-16-31-6-30-31	18	35a	50.00
12-4-31	Incidental Office Fund	19	90	8.00
12-18-31	Bell Tel Co. of Penna	20	78	8 35
12-31-31	Incidental Office Fund	21	93	2.00
1-9-32	Bell Tel. Co of Penna	22	89	6 15
3-22-32	Incidental Office Fund	23	118	1.02
3-22-32	Pay Roll 6-16-3-6-30-31	24	119	5.00
5-12-32	Pay Roll 6-16-31-6-30-31	25	123A	32.50
5-12-32	Pay Roll 7-1-31-7-15-31	26	54a	87.50
5-12-31	Pay Roll 7-16-31-7-31-31	27	55a	60.00
7-21-32	Incidental Office Fund	28	137	3.00
8-27-32	Pay Roll 7-16-31-7-31-31	29	55B	10.00
9-13-32	Pay Roll 7-16-31-7-31-31	30	55C	17.50
9-13-32	Ray Roll 9-1-32-9-15-32	31	146	13.82
9-13-32	Walter N. Todd	32	147	5.00
9-13-32	Pay Roll 8-1-31-8-15-31	33	64a	45.00
10-15-32	Incidental Office Fund	34	151	1.00
10-19-32	Pay Roll 8-1-31-8-15-31	35	64B	35.00
10-25-32	Pay Roll 8-1-31-8-15-31	36	64C	7.50
10-25-32	Pay Roll 9/16/32-9-30-32	37	149	8.70
10-25-32	Walter N. Todd	38	152	5.00
11-21-32	Pay Roll 9-1-31-9-15-31	39	72a	10.00
11-29-32	Pay Roll 9-1-31-9-15-31	40	72B	40.00
11-29-32	Pay Roll 11-1-32-11-15-32	41	155	14.22
11-29-32	Walter N Todd	42	156	6.00
12-30-32	Pay Roll 11-16-32-11-30-32	43	157	9.48
12-20-32	Pay Roll-9-1-31-9-15-31	44	72e	27.00
12-30-32	State Workmen's Ins Fund	45	160	Void
1-5-33	State Workmen's Ins Fund	46	164	45.00
1-7-33	Pay Roll 8/16/31-8-31-31	47	65a	15.00
1-7-33	Pay Roll 12-1-32-12-15-32	48	161	7.12
1-10-33	Pay Roll 8/16/31-8-31-31	49	65B	30.00
1-6-33	Pay Roll 8-16-31-8-31-31	50	65e	20.00
1-24-33	Pay Roll 8-16-31-8-31-31	51	65D	22.50
1-24-33	Walter N. Todd	52	168	5.00
1-28-33	Ray Roll 2-1-33-2-15-33	53	167	22.13
1-28-33	Ray Roll 9-1-31-9-15-31	54	72D	10.50
1-28-33	Pay Roll 9-16-31-9-30-31	55	73D	79.00
2-28-33	Incidental Office Fund	56	169	3.00
4-28-33	Kelley & Johnston	57	174	25.00
4-28-33	Incidental Office Fund	58	175	5.00
4-28-33	Pay Roll 9-16-31—9-30-31	59	73B	8.50
6-10-33	Pay Roll 10-1-31-10-15-31	60	82A	3 50
7-3-33	Pay Roll 10-1-31-10-15-31	61	82B	84.00
7-3-33	Pay Roll 6-1-33-6-15-33	62	179a	14.22
7-3-33	Pay Roll 10-16-31-10-31-31	63	83B	24.00
7-3-33	Walter N. Todd	64	181	12.00
9-18-33	Pay Roll 10-16-31-33	65	83B	5.00
10-25-33	Walter N Todd	66	188	7.00
10-31-33	Pay Roll 10-16-31-10-31-33	67	83C	9.00
12-22-33	Incidental Office Fund	68	193	5.10
1-30-34	Fryberger's Ins. Agency	69	196	88.52
1-30-34	Geo. Howe & Supp Co	70	197	3.00
2-1-34	Frank R. Beals	71	200	26.55
2-1-34	Walter N. Todd	72	201	5.00
2-1-34	Pay Roll 10/16/31-10-31-31	73	83D	25.00
2-1-34	Philipsburg Ledger Co	74	202	3.50
9-12-34	Incidental Office Fund	75	217	12.76
2-11-35	Frank R. Beals	76	228	88.50
2-11-35	Fryberger's Ins. Agency	77	229	88.52
2-11-35	Fred C. Todd	78	230	35.44
3-25-35	Walter N. Todd	79	233	50.00
3-25-35	Fred C. Todd	80	234	23.72
3-25-35	Pay Roll 11-1-31-11-15-31	80	88A	25.50
3-25-35	Pay Roll 10-16-31-10-31-31	82	83A	24.50
8-30-32	Federal Tax on Checks Issued			.04
9-30-32	Federal Tax on Checks Issued			.08
10-31-32	" " " " "			.10
11-30-32	" " " " "			.08
12-31-32	" " " " "			.04
1-31-33	" " " " "			.08
2-28-33	" " " " "			.14
4-30-33	" " " " "			.06
6-30-33	" " " " "			.02
7-31-33	" " " " "			.08
9-30-33	" " " " "			.02
10-31-33	" " " " "			.04
12-31-33	" " " " "			.02
1-31-34	" " " " "			.04
2-28-34	" " " " " + Bank Service chg			.61
9-30-34	Check Service Charge			.02
4-30-35	" " "			.03
	Total Disbursements			$ 3,241.97

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Statement of Cash Received By Walter N. Todd. Receiver for period April 22. 1931 to Dec 31, 1935

5-16-31	Bal Recd from P+S R Co		48.11
5-25-31	State Workmen's Ins Fund-Refund a/c 1930		317.19
5-25-31	New York Central R.R. Co		102.29
5-27-31	F. A. Richards, agt N.Y. C.R Co		15.00
5-23-31	New York Central R.R. Co		562.58
5-30-31	F. A Richards, agent, N.Y. C.R R.Co		6.80
5-28-31	New York Central R.R. Co		415.39
5-23-31	New York Central R.R. Co		244.58
5-30-31	New York Central R.R. Co		102.52
5-16-31	F. A Richards, agent, N.Y. C.R. Co		5.55
5-30-31	New York Central R.R. Co		15.16
5-2-32	State Workmen's Ins Fund		2.56
5-11-32	State Workmens Ins Fund		193.37
5-10-32	A Novey		80.00
5-10-32	Frank Calandra		50.00
5-24-32	"		15.40
5-7-32	A Novey		1.75
5-23-32	Frank Calandra		60.00
5-20-32	Frank Calandra		36.22
5-31-32	Est of C.H. Rowland		40.00
5-16-33	Thomas Bathgate		30.00
5-9-33	Frank Calandra		31.36
5-6-33	Thomas Bathgate		18.00
5-23-33	Frank Calandra		165.00
5-20-33	F. J. Walter		5.00
5-2-33	Swift + Co		5.50
5-28-33	Thos. Bathgate		6.00
5-3-33	Frank Calandra		135.00
5-14-33	Swift + Co		5.50
5-24-33	Frank Calandra		19.93
5-30-34	Frank Calandra		165.00
5-6-35	Frank Calandra		400.00
			$ 3.305.76

General Balance Sheet for Month of Dec. 1935.

Assets:-

Investments

701	Investment in Road + Equipment	$ 541.888.74
	Total Investment	541.888.74
	Current Assets	
108	Cash	93.79
713	Traffic Balances Receivable	1.418.64
715	Miscl. Accts Receivable	17.781.49
716	Material + Supplies	1.646.62
716A	Material + Supplies — Scrap	150.00
	Total Current Assets	20.760.54
	Unadjusted Debits	
124	Discount on Capital Stock	101.379.00
	Total Unadjusted Debits	$ 101.379.00
	Total Assets	664.028.28
	Liabilities	
	Stock	
751	Capital Stock	300.000.00
	Long Term Debt	
155	Funded Debt Unmatured	300.000.00
	Current Liabilities	
158	Loans and Bills Payable	90.651.91
159	Traffic Balances Payable	2.861.36
160	Audited Accts and Wages Payable	12.730.33
161	Miscl. accts Payable	10.082.35
162	Interest Matured unpaid	247.466.27
166	Unmatured Interest Accrued	20439.11
	Total Current Liabilities	384.231.33
	Unadjusted Credits	
711	Tax Liability	41.67
715	Accrued Depreciation — Road	78.222.99
716	Accrued Depreciation — Equipment	19.553.16
	Total Unadjusted Credits	$ 97.817.82
84	Profit + Loss	418.020.87
	Total Liabilities	$ 664.028.28

Walter N. Todd.

Apr. 27. 1936. Receivers Certificate of Compliance under Rule 79 and Order of Confirmation

Aprie 27, 1936. It appearing to the Court that an account has been filed by Walter N. Todd Receiver of the Pittsburgh + Susquehanna Railroad Company in case had to No. 3. May Term, 1931 in Equity, and that advertisement thereof has been made in due Course by newspaper Publication; and it further appearing that Copy of the advertisement has been mailed for the prescribed time to persons who are or may be interested in the account, except The Clearfield Trust Company, Clearfield. Pa., as mortgage trustee, which Company has waived the requirement of notice as appears by its waiver attached to the Receivers Certificate of Compliance herewith submitted; and it further appearing that all the other requirements of Equity Rule 79 have been observed and the Receiver's account having been examined and it showing that there is no balance for distribution.

And it further appearing that no exceptions have been filed to the account of said Receiver of Pittsburgh + Susquehanna Railroad Company. said account is hereby confirmed. By the Court.

W. Wallace Smith P.J

July 9, 1936. Petition for Leave to apply to the Interstate Commerce Commission, filed.

Now, July 9. 1936, the foregoing petition of Walter N Todd, Receiver of Pittsburgh + Susquehanna Railroad Co., having come before the Court, and having been duly considered, the prayer thereof is granted, and the said Receiver is authorized and empowered to make application to the Interstate Commerce Commission to obtain a certificate that present and future public convenience and necessity will permit of the abandonment of said railroad in its entirety, and take all necessary steps in that behalf as may be required by law or under the rules of said Interstate Commerce Commission. By the Court, W. Wallace Smith P.J.

Sept. 8, 1936, Recvrs Petition to Verify and File Return to Questionaire with Interstate Commerce Commission + Order of Court filed.

Sept. 5, 1936, the foregoing petition having been submitted and considered, Walter N. Todd, Receiver of

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Pittsburgh & Susquehanna Railroad Company, is hereby authorized and empowered to verify and to file with the Interstate Commerce Commission at Finance Docket No. 11289, the return to questionnaire of said Commission, referred to in his petition, copy of which is thereto attached. By the Court, W. Wallace Smith, P.J.

Oct. 12, 1936, Petition of Mortgage Trustee for Leave to Declare the Principal of all Outstanding Bonds Due filed.

Now, October 12, 1936, the foregoing petition of The Clearfield Trust Company, successor trustee to the mortgage of July 1, 1920, made by Pittsburgh & Susquehanna Railroad Company, originally to Moshannon National Bank, Philipsburg, Pa., submitted and considered, and thereupon the Court makes the following order and decree:

The Clearfield Trust Co., Trustee, the petitioner, is authorized and empowered to declare the entire principal of $300,000.00 of bonds of Pittsburgh & Susquehanna Railroad Co., referred to in the petition immediately due and payable, whereupon said principal shall become immediately due and payable.

The said trustee is authorized and directed, upon having so declared said bonds immediately due and payable, to notify J. K. Johnston, President of Pittsburgh & Susquehanna Railroad Co., and Walter N. Todd, Receiver thereof, of that fact, and to include in such notification a clause to the effect that unless the principal be paid within ten days after transmittal of the notice, it, the trustee, will proceed under the remedial clauses of the mortgage to enforce its rights and the rights of the bondholders thereunder.

In the event that said principal be not paid within the ten days' period above specified, the said trustee is empowered to proceed as it is authorized to do under Articles VIII, IX, X and XI of the said mortgage, or either of them, as it may determine to be the more appropriate, circumstances considered, and as it may be advised by counsel learned in the law.

This authorization is made on the following further conditions:

That all costs, including trustee's and counsel fees, of the proceeding to enforce said mortgage be a first charge upon the fund derived from the sale, if any, of the property and premises of the mortgagor.

That such costs of receivership in this case, including trustee's, receiver's and counsel fees, and any other that the Court may award, be the next charge upon any such funds; the respective amounts of each thereof to be determined by the Court on petition made by the parties interested therein, after such notice as the Court shall determine.

That without limitation upon its powers under Article X of said mortgage, the Trustee is authorized and empowered to designate Walter N. Todd, Receiver aforesaid, as its agent to proceed under the authority of Articles VIII, IX, X and XI of the said mortgage. By the Court, W. Wallace Smith, P.J.

Oct. 22, 1936, Petition of Recvr for Leave to Make Sale of Property, filed.

Oct. 22, 1936, the petition of Walter N. Todd, Receiver, having been presented to the Court, with the accompanying exhibit, it is ordered, adjudged and decreed as follows:

That the petition of said Receiver for leave to make sale of that part of the railroad property of Pittsburgh & Susquehanna

Railroad (Company), roadbed, rights of way, and property incidental and appurtenant thereto, that lies West of the Western line of the Borough of Houtzdale, Clearfield County, be, and the same hereby is, granted.

That Walter N. Todd, Receiver of Pittsburgh & Susquehanna Railroad Company, shall first give public notice of the time and place of said sale by advertisement published once a week for four successive weeks preceding the date of sale, the first publication to be at least 30 days before the date of sale, in one or more newspapers of general circulation published in the County of Centre, Pennsylvania, and in one or more newspapers of general circulation published in Clearfield County, Pa.

That said sale be made to the highest and best bidder or bidders at public auction, in Philipsburg, Centre County, Pa. the hour and place in said borough to be stated in the advertisement of sale.

That said advertisement by the Receiver shall describe generally the property to be sold, without giving a detailed description thereof, referring intending purchasers to the Receiver for any further information desired as to details in respect of the property to be sold.

That said Receiver be, and he hereby is, authorized to adjourn said sale by announcement at the time and place thereof for such period or periods as he may deem advisable without further notice or advertisement, and at such adjourned time of sale he is authorized further to adjourn it in like manner, and similarly to make further adjournment thereof in like manner.

That said sale shall be made as an entirety and as one parcel, subject to the further direction of the Court in respect thereof.

That the Receiver be, and he hereby is, authorized to reject any or all bids made, for any reason that to him may seem sufficient.

That no bid shall be accepted unless twenty per cent of the amount thereof shall be paid in cash to the Receiver at the time of such acceptance, certified check satisfactory to the said Receiver to be acceptable in lieu of cash; and the balance shall be paid to the Receiver within fifteen days from the approval of the bid, and tender to the purchaser of such Bill of Sale or Deed as may be in that behalf authorized by the Court.

That the Receiver make report of his acts done in pursuance of this order, within ten days after the sale made by him, and abide further instructions of the Court in the premises.

That the Receiver give notice to the respective public authorities thereunto entitled in advance of making his sale.

That the Receiver past bond in the sum of $5,000.00 conditioned for the faithful performance of his duties under this order and the application of the moneys derived from the sale.

By the Court, W. Wallace Smith, P.J.

Nov. 23. 1936. Receivers Bond for Sale in sum of $5.000. with Fermanir Fund Indemnity Company of San Francisco, Cal. as Surety and approved By the Court W. Wallace Smith P.J.

Dec 15. 1936 Return of Sale By Receiver and Order of Court.

Now 15th day of Dec. 1936. foregoing petition of Walter N. Todd Recvr. presented and considered and thereupon the said Sale reported by him to have been made to Resnik-Katz, Inc., of Syracuse, N.Y. is hereby confirmed. And said Receiver, upon payment to him of the balance of the purchase money by the purchaser, Namely the difference between Twenty Three Hundred ($23.00.00 Dollars,) the hand money and Eleven Thousand Five Hundred ($11,500.00 Dollars, the purchase price, is authorized and directed to execute and deliver to the purchaser, a bill of sale or a deed for the purchased property, either or both, as he may be advised by Counsel is appropriate to pass the title to said purchased property, By the Court. W. Wallace Smith P.J. Next Page.

Contd from Page 387. Howard H. Rowland vs Pittsburgh & Susquehanna R.R. Co

Feb 15 1937 Petition of D. Edward Chaplin for Counsel fees
Now Feb 15 1937 the foregoing petition Considered D Edward Chaplin is awarded the sum of $75.00 for services rendered by him, and Walter N Todd, Trustee, is directed to pay out of the funds in his hands the said amount and to take proper Credit in his account therefor. By the Court. Jesse C. Long P.J
54th Jud Dist. Specially presiding.

Feb 18 1937 Pet for allowance of fees
Feb 18 1937 Petition read Kelley and Johnston attys Claim for services from sums realized from the foreclosure of the Mortgage is awarded provided that up to the time of distribution and Auditors hearings thereon no successful Contest of their Claim has been decided. By the Court
Jesse C. Long P.J
54th Jud Dist. Spec. Pres.

Feb 25 1937 Answer to petition for Counsel fees filed by Edward T. Kelley with service accepted by Copy Feb 25 1937 by Frank G. Smith atty
Feb 25 1937 Answer to petition for Receivers fees filed by Edward T. Kelley with service accepted by Copy Feb 25 1937 by Frank G. Smith atty
Apr 2 1937 Testimony taken Mar 18 1939 filed
Apr 13 1937 Opinion filed by W. Wallace Smith P.J.
Feb 15, 1937, Petition of Frank G Smith for counsel fees
Now, Feb 15, 1937, Presented in Open Court and Rule to show cause Returnable March 1, 1937. By the Court, Jesse C Long, 54th Judicial Dist Specially Presiding
Feb 15, 1937, Petition of Walter N Todd, Receiver and H H Humphrey for reimbursement and expenses
Now, Feb 15, 1937, Presented in Open Court and Rule to Show Cause awarded Returnable March 1, 1937. By the Court, Jesse C Long, 54th Jud Dist Specially Presiding

April 13, 1937, Order of Court as to Frank G Smith filed
Now, April 13, 1937, the foregoing petition having been presented and considered, thereupon Frank G Smith as surviving partner of the firm of Liveright & Smith is awarded the sum of Three Thousand Five Hundred Dollars ($3500.00) for services rendered and to be rendered by the firm of Liveright & Smith and himself, and also the sum of $43.74 which was disbursed by said firm in the performance of its duties as counsel for said receiver, and the said Walter N Todd, Receiver, is directed to pay out of the funds in his hands all of said fees and expenses and to take proper credit in his account therefor, and the said Clearfield Trust Co. is directed to pay out of the funds in its hands as surviving trustee the total reimbursement of Two Thousand ($2000.00) Dollars on expenses as per opinion filed and to take credit in its account for said payment. By the Court, W. Wallace Smith, P.J.

April 13, 1937, Petition of Walter N Todd, Receiver, and H H Humphrey filed
Now, April 13, 1937, the foregoing petition having been presented and considered, and thereupon Walter N Todd, Receiver of Pittsburgh & Susquehanna Railroad Company, is authorized to pay from the funds in his hands the following expenses incurred by him:

Est of C. H. Rowland, Money advanced for ins. premiums	509.07	Kelley & Johnston, Notary fees	18.00
Moore, Wilson & Reading, Inc. Receiver's Bond	340.00	Jesse Kyler, Watchman, services	50.00
Clearfield Progress, Advertising	7.20	A Nordberg Est., wages	530.54
Fred C. Todd, Insurance	3.02	E K Loding "	292.50
Frybarger's Insurance Agency, Insurance	27.64	Charles Humphrey "	300.00
H H Rowland, Money advanced for payment of Ins.	61.95	E E Hurley "	102.69
Frank R Beals, Insurance	163.57	Ira Henderson "	75.66
Lodge E. Jones & Son, Insurance	6.00	T B Edmonds "	92.95

O C Mitchell, wages	66.67
T. Laughlin "	154.00
Elmer Reed "	81.68
Howard Reed "	52.68
A. Caruso "	61.60
Jas. Greenawalt "	37.92
Jabbet Hamaty "	49.28
Peter Batno "	47.40
Simon Hamaty "	28.80
Paul Dayon "	36.89
Milton Reed "	3.60
George Dayon "	16.80
James Dayon "	4.20

Alvin Reed, wages	3.16
Raftsman's Journal, Clfd, Pa., advertising	9.45
H. R. Gallagher, Prothy. Clfd Pa. court costs	17.00
Fred C. Todd, Philipsburg, Pa. Recvis Bond	20.00
Burton Rowles, Clfd Pa. } appraisers'	
Wm. Burns, Houtzdale, Pa } fees	100.00
Clearfield Progress, advertising costs	47.20
Philipsburg Daily Journal, Philipsburg, Pa, advertising costs	18.80
Auctioneer's costs	10.95

It is further ordered and decreed that Walter N. Todd, Receiver as aforesaid, be and he is hereby allowed the sum of Three Thousand Five Hundred (3500.00) Dollars for his fees and services as Receiver, and that he be reimbursed for the sums he expended in the discharge of his duties as said Receiver, in the sum of $176.68, less a credit in the sum of $95.00, or the sum of $81.68.

And the said H. H. Humphrey who assisted said Receiver is hereby awarded the sum of Three Thousand ($3000.00) Dollars for his fees and services in such capacity, less the sum of $1312.50, which he has been paid during the course of said receivership, and the said Receiver is directed to pay him the sum of One Thousand Six Hundred Eighty-seven and 50/100 Dollars, ($1687.50).

It is further ordered and decreed that the expenses herein authorized to be paid, shall be paid as follows:

Walter N. Todd, Receiver, shall pay out of the funds in his hands the whole thereof, and The Clearfield Trust Company, as successor trustee under the mortgage of Pittsburgh & Susquehanna Railroad Company, shall pay out of the funds in its hands reimbursement as in accompanying order specified.

It is further ordered and decreed that the said Receiver and The Clearfield Trust Company, as successor Trustee, are authorized to take credit in their accounts which they shall file in connection with said receivership, and the foreclosure of said mortgage, for the funds herein authorized to be expended and disbursed by them.

By the Court, W. Wallace Smith, P.J.

June 24. 1937 Pet for Allowance of rent filed by Wm T. Davis Atty

June 24. 1937 Rule Granted to show Cause why the prayer of the petion should not be granted. Ret 1st Monday of July next W. Wallace Smith P.J.

June 25. 1937 Service accepted and issue of Rule waived. Smith & Maine atty for Recvr.

May 20, 1937, Second and Final Account of Walter N. Todd, Reciver of the Pittsburgh & Susquehanna Railroad Company. filed

The Accountant charges himself as follows:

1937 Apr 21	To bal on hand as per attached statement of Acct	25.29
1936 Dec 10	To check recd from Resnick & Katz, Inc. as down payment on purchase price of equipment sold at public sale	2300.00
Dec 26	To bal fr Resnick & Katz, Inc., of purchase price for rails and equipment sold at public sale, less amt chgd for draft $9.20 =	9190.80
1937 Apr 21	To check from Clfd Trust Co., trustee under mtge, as per Order of Court	2000.00
	Total	$13,516.09

The Accountant takes credit with the following expenses disbursements and charges as per order of Court:

Check No		
1	Walter N. Todd, DuBois, Pa, Recvers fee	3500.00
2	H H Humphrey, " " Asst Recvrs fees	1687.50
3	Void	
4	Walter N. Todd DuBois, Pa., Recvrs. expenses	81.68
5	Moore, Wilson & Reading, Inc - Insurance	340.00
6	Clearfield Progress, advertising	54.40
7	Fred C. Todd, Philipsburg, Insurance	3.0

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Cont'd from Page 389 - Howard H Rowland vs Pittsbgh & Susquehanna R.R.Co #3 May T. 1931

Ck.No.		
8	Frybergers Ins. Agency, Philipsburg, Insurance	27.64
9	H H Rowland, Refund of money advanced	61.95
10	Frank R. Beals, Philipsburg, Insurance	163.57
11	Geo E Jones & Son, Osceola, Hardware	6.00
12	Kelley & Johnston, Philipsburg, Notary fees	18.00
13	Jesse Kyler, Philipsburg, Wages	50.00
14	A. Nordberg Est. Philipsburg, Wages	530.54
15	E K Loding, Philipsburg, Wages	292.50
16	Chas. Humphrey, " , Wages	300.00
17	H.E. Hurley, " Wages	102.69
18	Ira Henderson, Ramey, Pa., Wages	75.66
19	T B Edmonds, Ramey, Pa., Wages	92.95
20	O.C. Mitchell, Houtzdale, Pa., Wages	66.67
21	T Laughlin, Philipsburg, Wages	154.00
22	Elmer Reed, Ramey, Pa., Wages	81.68
23	Howard Reed, Ramey, Pa., Wages	52.68
24	A. Caruso, Osceola, Wages	61.60
25	Jas. Greenawalt, Osceola,	37.92
26	Jabbet Hamaty, Houtzdale, Wages	49.28
27	Peter Barno, Houtzdale, Wages	47.40
28	Simon Hamaty, Houtzdale, Wages	28.80
29	Paul Dayon, Philipsburg, Wages	36.89
30	Milton Reed, Ramey, Pa, Wages	3.60
31	George Dayon, Philipsburg, Wages	44.20
33	Alvin Reed, Ramey, Pa., Wages	3.16
34	Raftsman's Journal, Clfd, Pa, Advertising	9.45
35	W.R. Gallagher, Pro., Court costs	17.00
36	Fred C Todd, Philipsburg, Insurance	20.00
37	Burton Rowles, Clearfield, Appraiser	50.00
38	Wm Burns, Houtzdale, Appraiser	50.00
39	Philipsburg Daily Journal, Adv	18.80
40	E.V. Brown, Clearfield, Auctioneer	10.95
41	Est of C.H Rowland, Rent	509.07
42	Frank G. Smith, atty fees	875.00
43	Liveright & Smith, atty fees	2668.74
44	D. Edward Chaplin, Atty fees	75.00
	Reserve for filing this acct advertising & securing discharge	20.00
		12,356.79
	Total charges	$13,516.09
	Total exp & disbursements	12,356.79
	Bal in hands of Receiver & Accountant	$1,159.30

Walter N Todd

July 6, 1937, within account confirmed nisi, to be confirmed absolute in 4 days unless exceptions are filed. By the Court, W Wallace Smith, P.J.

July 10, 1937, No Exceptions filed, same is confirmed absolute
W. R. Gallagher, Prothonotary

July 19, 1937, By Motion on Watch Book by Smith & Maine, Attorneys for Receiver, John C. Arnold is appointed Auditor to make distribution. By the Court, W Wallace Smith, P.J.

Oct. 8, 1937, Auditor's Report filed

Oct 8, 1937, Report is confirmed Ni. Si; and it is ordered that the Prothonotary give notice by registered mail, or personally, to counsel for parties appearing as shown in Paragraph 13, If no exceptions are filed within ten days, same will be confirmed absolutely. By the Court, W Wallace Smith, P.J.

Now, Oct. 22, 1937, no Exceptions being filed, Auditor's Report is confirmed Absolute. W R Gallagher, Prothonotary

Auditor's Report

The undersigned was appointed Auditor to distribute the funds in the hands of W. M. Todd, Receiver, appointed by the Court of Common Pleas of Clearfield County, Pa., in equity, on July 19, 1937.

The Auditor gave notice of his appointment by advertisement in the Clearfield Times, a newspaper of general circulation at Clearfield, Pa. on August 6th, 13th and 30th, and by advertisement in the Clearfield Progress, a newspaper of general circulation, published at Clearfield, Pa. on August 5th, 12th and 19th. Proof of publication of said notice is attached.

On April 21, 1931, the Court of Common Pleas of Clearfield, in Equity, at the suit of H. H. Rowland vs Pittsburgh & Susquehanna Railroad Company, appointed W. M. Todd, Receiver of the Pittsburgh & Susquehanna Railroad Co. said proceedings brought to No. 3 May Term, 1931.

The Pittsburgh and Susquehanna Railroad Co, a Pa. Corp., became defendant in a proceeding brought by Howard H. Rowland, in the Court of Common Pleas of Clearfield County, Pa. to No. 3 May Term, 1931, in Equity,

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resulting in the appointment of Walter M. Todd as Receiver on April 21, 1931.

Pittsburgh & Susquehanna Railroad Company operated a short line of railroad approximately two-thirds of which was bound by the lien of a mortgage given to Moshannon National Bank, Trustee, in which Clearfield Trust Company became successor Trustee. The other one-third of the mortgage was not subject to the lien of the mortgage.

Following the appointment of the Receiver the road was only operated for a brief period, to wit, until August 31, 1931, about four months.

Pursuant to leave of the Court of Common Pleas of Clearfield County, in Equity, the Receiver sold that part of the railroad which was not bound by the lien of the mortgage, resulting in the raising of a fund, accounted for by a final account duly confirmed without exception.

The fund in the hands of the Receiver was augmented by the receipt of $2,000.00 from the Trustee, under the corporate mortgage (the mortgage having been foreclosed at the same time as the Receiver's sale)

This augmentation being accounted for in the Receiver's final account.

The balance in the hands of the Receiver, for distribution by the Auditor, is $1159.30.

The only claim on the fund is a rent claim on behalf of what may be described as the C. H. Rowland Estate.

The Auditor sat for the purposes of his appointment on the date fixed, to wit, September 1, 1937.

The Auditor took testimony on the claim of the Rowland family for rent, a transcript of which is attached hereto.

The Auditor awards the full sum as augmented, to wit the sum of $1440.07 to the following persons in the following amounts:-

Edward R. Rowland	$192.01
Lulu R. Hallenback	192.01
Margaret R. Meyers	192.01
Union Trust Co. of Pittsburgh, Trustee of Est. of Anne C. Rowland, decd. widow of Chas. H. Rowland	672.03
Howard H. Rowland	192.01
	$1440.07

As to the amount of the Auditor's fees we take into consideration that the same Auditor was appointed to distribute the balance in the hands of the Trustee under the corporate mortgage, and that the Receiver, as well as what may be described as the Rowland heirs, might claim that funds in the hands of the Trustee should be paid over to the Receiver to the extent necessary to pay the rent claim in full. This claim the Auditor rejected, and without determining that any matters of cost in the present audit be borne by the fund in the hands of the Receiver, occasioned by the Receiver's claim against the Trustee, the Auditor has charged in both audits a total of $600.00, and deems that $200.00 is a proper proportion of the Auditor's fee to be borne by the Receiver's balance, having taken into consideration the size of the respective funds, and the labors which the Auditor had to undertake by virtue of the Receiver's claim against the Trustee which was disallowed. If it had been allowed it would be to the advantage of the Receivership, and being disallowed we see no reason why the Trustee should bear all of such expense.

John C. Arnold, Auditor

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11-3 May T. 1931 Howard H. Rowland vs Pittsburg + Susquehanna R.R. Co.

Nov. 8 1937. Pet. of Walter N. Todd Receiver, for discharge.
Nov. 8th day of Nov. 1937. it appearing to the Court that the facts stated therein are true and correct, on Motion of Smith + Maine, Attys for petitioner, It is ordered and decreed as follows:
That Walter N. Todd be and is hereby discharged as Receiver of Pittsburgh + Susquehanna Railroad Company, and he and Aetna Casualty + Surety Company and Firemen's Fund Indemnity Company, sureties on the bonds which he filed, as set forth in said petition, be and they are hereby discharged from further obligation, liability or responsibility in connection with the bonds they filed for the faithful performance of the duties of said Walter N. Todd, Receiver of Pittsburgh + Susquehanna Railroad Company. By the Court. W. Wallace Smith P.J.

Continued from Page 347 No. 1 May T. 1931 Dill Trust

to wit, $300.00 to Anna Dill Rey, 300.00 to Edith Dill Reed, 300.00 to Alice Hayword Dill and $300.00 to Henry Groff Dill, which sale or disposal shall be made as soon as possible. This order is made for the purpose of granting the advancement of $1200.00, $300.00 to each beneficiary as aforementioned for the year 1940 and for the 1940 only and does not in any way alter the terms of the Trust Agreement. By the Court. N. Wallace Smith. P.J.

April 10. 1939 Petition for Allowance of advancement and Order filed by Chase & Swoope. attys order of Court:- And Now, to wit, this 10th day of April A.D. 1939, the foregoing petition having been presented and upon consideration of the facts therein alleged and the joinder of the beneficiaries thereto attached, the Trustees under the said Trust are hereby directed and ordered to sell or dispose of so much of the assets of the said Trust as to enable them to pay to the beneficiaries under said Trust the sum of $1200.00, to wit, $300.00 to Anna Dill Rey, $300.00 to Edith Dill Reed, 300.00 to Alice Haywood Dill and $300.00 to Henry Groff Dill; and that said sale or disposal shall be made as soon as possible. This order is made for the purpose of granting the advancement of $1200.00, $300.00 to each beneficiary as aforementioned for the year 1941 and for the year 1941 only and does not in any way alter the terms of the said Trust Agreement. By the Court. N. Wallace Smith P.J.

June 21. 1939 Petition of Trustees filed

And Now. to wit this 19th day of June A.D. 1939 the foregoing petition having been presented and upon consideration of the facts therein alleged and the joinder of the beneficiaries thereto attached, the Trustees under the said Trust are hereby directed and ordered to sell or dispose of so much of the assets of the said Trust as to enable them to pay to the beneficiaries under said Trust the sum of $1200.00, to wit, $300.00 to Anna Dill Rey, $300.00 to Edith Dill Reed, $300.00 to Alice Hayword Dill and $300.00 to Henry Groff Dill; and that said sale or disposal shall be made as soon as possible. This order is made for the purpose of granting the advancement of $1200.00, $300.00 to each beneficiary as aforementioned for the year 1942 and for the year 1942 only and does not in any way alter the terms of the said Trust Agreement.

By the Court. N. Wallace Smith. P.J.

Oct 27. 1939 First and Partial Account of Frederick H. Atwood, Anna Dill Rey and Edith Dill Reed, Trustees filed by Smith & Maine. Attys. published in Raftsman Journal and Clearfield Progress to be presented to the Court for Nisi Confirmation First Monday Dec 1939

Nov. 13. 1939 Pet. for advancement and Order.

And Now. to wit, this 6th day of Nov. 1939 the foregoing petition having been presented and upon consideration of the facts therein alleged and the joinder of the beneficiaries thereto attached, the Trustees under the said Trust are hereby directed and ordered to sell or dispose of so much of the assets of the said Trust as to enable them to pay to the beneficiaries under said Trust the sum of $1200.00, to wit, $400.00 to Anna Dill Rey, $400.00 to Edith Dill Reed, and $400.00 to Alice Hayword Dill; and that said sale or disposal shall be made as soon as possible. This order is made for the purpose of granting the advancement of $1200.00, $400.00 to each beneficiary as aforementioned for the year 1943 and for the year 1943 only and does not in any way alter the terms of the said Trust Agreement. By the Court. N. Wallace Smith P.J.

Feb 8, 1940, Petition for Advance Payment and Order of Court filed

Now, February 5, 1940, on consideration of the foregoing petition, it appearing that Frederick H. Atwood, Co-Trustee, had not joined in the prayer of the petition, on motion of Chase & Swoope, attorneys for Edith D. Reed and Anna D. Rey, the other Trustees, it is ordered that rule issue forthwith upon Frederick H. Atwood, Trustee, to show cause why the prayer of said petition should not be granted. Returnable to next Equity Court. By the Court, N. Wallace Smith, P.J.

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Contd. from Page 393 - In re: Dill Family Trust, alias Rey-Dill Ped Trust #1 May T 1931

Feb. 8, 1940 Acceptance of Service filed.

Now, February 7, 1940, service of the petition of Edith D Reed and Anna D. Rey is hereby accepted and the copy thereof acknowledged. Issuance of the Rule to Show Cause upon said petition is hereby waived. Frederick H. Atwood, Trustee

Dec. 4, 1939 Account Confirmed Ni si, to be Confirmed absolute in 4 days unless exceptions are filed. W. Wallace Smith, D. J.

Now Dec. 9, 1939 no exceptions filed account is confirmed absolute. W. R. Gallagher, Pro.

First and Partial Account of Frederick H. Atwood, Anna Dill Rey and Edith Dill Reed, Trustees.

Gross Estate - $36,415.20

Summary

Principal - Personalty

Schedule A

Receipts	Page 2	$27,888.20		
Disbursements	Page 3	4,065.18	$23,823.02	
	Distribution on account		13,200.00	$10,623.02

Income - Personalty

Schedule C

Receipts	Page 4	$ 8,527.00		
Disbursements	Page 5	273.68	$ 8,253.32	
	Distribution on account		8,583.60	$ 330.28
	Net Balance			$ 10,292.74

This Balance Consists of the Following:

Stocks:

105 shs. Harbison-Walker Refractories Co. Preferred		$ 10,520.00
Cash:		
Principal Account	$ 603.02	
Income account	330.28	272.74
	Assets on hand	$ 10,292.74
	Unpaid items Credited to Disbursements in Schedule A	500.00
	Net Balance	$ 10,292.74

Schedule A

Principal - Personalty

Receipts

1931
June 22 Securities and cash transferred to accountants by Anna Dill Rey, Remaining Trustee, by order of Court of Common Pleas of Clearfield County at #1 May Term 1931, in Equity

225 shs. Harbison-Walker Refractories Company Pfd.	$ 22,520.00	
72 " Mack Truck Common	2,940.00	
Cash	459.00	
	$ 25,919.00	

1935
Oct. 2. Profit on sale of 10 shs. Harbison-Walker Refractories Company Preferred

Proceeds	$ 1,175.62
Transferred at	1,000.00
	175.62

1936
Oct. 10. Profit on sale of 10 shs. Harbison-Walker Refractories Company Preferred

Proceeds	$ 1,208.05
Transferred at	1,000.00
	258.05

1937
Aug. 24. Profit on sale of 10 shs. Harbison-Walker Refractories Company Preferred

Proceeds	$ 1,311.60
Transferred at	1,000.00
	311.60

1938
Aug. 16. Profit on sale of 10 shs. Harbison-Walker Refactories Company Preferred

Proceeds	$ 1,295.62
Transferred at	1,000.00
	295.62

Dec. 9. Profit on sale of 10 shs. Harbison-Walker Refactories Company Preferred

Proceeds	$ 1,325.62
Transferred at	1,000.00
	325.62

Continued at top of page

1939
Apr. 29. Profit on sale 10 shs. Harbison-Walker Refactories Company Preferred

Proceeds	1,295.62	
Transferred at	1,000.00	295.62

June 2, Profit on sale 6 shs. Harbison-Walker Refactories Company Preferred

Proceeds	857.07	
Transferred at	600.00	257.07
		$ 27,888.20

Disbursements

1931
June 22. Prothonotary - Costs of petition and order $ 32.70
22, Liveright & Smith, attorneys fees 250.00
July 21, Revenue stamps, transfer of stock to accountants 10.68

1932
Jan. 21, Loss on sale of 15 shs. Harbison-Walker Refractories Company Preferred

Transferred at	$ 1,500.00	
Proceeds	1,199.40	300.60

1933
Jan. 17, Loss on sale of 42 shs. Mack Truck Common

Transferred at	2,940.00	
Proceeds	825.89	2,114.11

Mar. 17, Loss on sale of 10 shs. Harbison-Walker Refractories Company Preferred

Transferred at	1,000.00	
Proceeds	500.00	500.00

Dec. 20, Loss on sale of 10 shs. Harbison-Walker Refractories Company Preferred

Transferred at	1,500.00	
Proceeds	1,299.00	201.00

1934
Oct. 6, Loss on sale of 14 shs. Harbison-Walker Refractories Company Preferred

Transferred at	1,400.00	
Proceeds	1,258.81	141.19

1939
Sept. W. R. Gallagher, Prothonotary, Costs of filing account 15.00

Sept. By Bill rendered Smith & Maine professional services in Connection with the trust estate from June 22, 1931 to date, services in preparing this account, etc. (This item has not been paid due to the fact that there is insufficient Cash on Hand to pay the same at the present time in the trust account. It will be paid as soon as there is sufficient Cash on hand. either by way of income or from the sale of principal of the trust estate.) 500.00

$ 4,065.18

Schedule C

Income - Personalty

Receipts

1931
June 22. Cash transferred to accountants by Anna Dill Rey, Remaining Trustee, by order of Court of Common Pleas of Clearfield County at #1 May Term 1931, in Equity $ 10.00

30	Mack Truck Dividend	31.50
July 21,	Harbison-Walker Refactories Company Dividend	337.50
Oct. 1,	Mack Truck Dividend	21.50
22,	Harbison-Walker Refactories Company Dividend	337.50
Dec. 31.	Mack Truck Dividend	10.50
1932		
Jan. 21,	Harbison-Walker Refactories Company Dividend	337.50
Apr. 1,	Mack Truck Dividend	10.50
21,	Harbison-Walker Refactories Company Dividend	315.00
July 2,	Mack Truck Dividend	10.50
21,	Harbison-Walker Refactories Company Dividend	315.00
Oct. 1,	Mack Truck Dividend	10.50
21,	Harbison-Walker Refactories Company Dividend	315.00
Dec. 31,	Mack Truck Dividend	10.50
1933		
July 20,	Harbison-Walker Refactories Company Dividend	285.00
Oct. 21,	Harbison-Walker Refactories Company Dividend	285.00

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1934		
Jan. 23,	Horbison-Walker Refactories Company Dividend	$ 277.50
Mar. 2,	Horbison-Walker Refactories Company Dividend	555.00
Apr. 21,	Horbison-Walker Refactories Company Dividend	277.50
July 20,	Horbison-Walker Refactories Company Dividend	277.50
Oct. 22,	Horbison-Walker Refactories Company Dividend	277.50
1935		
Jan. 22,	Horbison-Walker Refactories Company Dividend	256.50
Apr. 22,	Horbison-Walker Refactories Company Dividend	256.50
July 22,	Horbison-Walker Refactories Company Dividend	256.50
Oct. 21,	Horbison-Walker Refactories Company Dividend	241.50
1936		
Jan. 21,	Horbison-Walker Refactories Company Dividend	241.50
Apr. 20,	Horbison-Walker Refactories Company Dividend	241.50
July 20,	Horbison-Walker Refactories Company Dividend	241.50
Oct. 20,	Horbison-Walker Refactories Company Dividend	241.50
1937		
Jan. 21,	Horbison-Walker Refactories Company Dividend	226.50
Apr. 21,	Horbison-Walker Refactories Company Dividend	226.50
July 26,	Horbison-Walker Refactories Company Dividend	226.50
Oct. 20,	Horbison-Walker Refactories Company Dividend	211.50
1938		
Jan. 21,	Horbison-Walker Refactories Company Dividend	211.50
Apr. 20,	Horbison-Walker Refactories Company Dividend	211.50
July 26,	Horbison-Walker Refactories Company Dividend	211.50
Oct. 20,	Horbison-Walker Refactories Company Dividend	196.50
1939		
Jan. 23,	Horbison-Walker Refactories Company Dividend	181.50
Apr. 20,	Horbison-Walker Refactories Company Dividend	181.50
July 20,	Horbison-Walker Refactories Company Dividend	157.50
		$ 8,522.00

Disbursements

1931		
June 22,	Willard Chase, premium on bond	25.00
22,	Safe Deposit Box	3.25
1932		
July 1,	Premium on bond	25.00
Oct. 2,	Safe Deposit Box	3.30
	Tax on Checks	.38
1933		
June 23	Premium on Bond	25.00
Aug. 3,	Safe Deposit Box	3.30
	Tax on Checks	.72
1934		
Jan. 23,	Tax on Horbison-Walker Refactories Company Dividend	13.87
June 19,	Premium on Bond	25.00
Aug. 1,	Safe Deposit Box	3.30
	Tax on Checks	.54
1935		
July 24,	Premium on Bond	25.00
Aug. 1,	Safe Deposit Box	6.60
1936		
July 6,	Premium on Bond	25.00
Aug 3,	Safe Deposit Box	3.30
3,	Clearfield Trust Company service Charge	.22
1937		
June 21,	Premium on Bond (in advance)	25.00
Aug 4,	Safe Deposit Box	3.30
1938		
June 21,	Premium on Bond	25.00
Aug 8,	Safe Deposit Box (in advance)	3.30
1939		
June 20,	Premium on Bond	25.00
Aug 19,	Safe Deposit Box (in advance)	3.30
		$ 273.68

Distribution on account of Income

Distribution to Anna Dill Rey, Edith Dill Reed, Henry H. Dill and Alice H. Dill, 1/4 each:

1931		
July 21,	Cash	$ 400.00
Oct. 21,	Cash	360.00
Nov. 18,	Cash	100.00
1932		
Jan. 22,	Cash	300.00
Apr. 22,	Cash	350.00
July 21,	Cash	300.00
July 25,	Cash	36.00
Oct. 21,	Cash	300.00
Nov. 1,	Cash	20.00
1933		
July 7,	Cash	10.00
22,	Cash	280.00
Oct. 23,	Cash	280.00
1934		
Jan. 23,	Cash	263.60
Mar. 1,	Cash	555.00
Apr. 21,	Cash	280.00
July 20,	Cash	260.00
Oct. 22,	Cash	280.00
1935		
Jan. 22,	Cash	260.00
Apr. 22,	Cash	260.00
July 23,	Cash	260.00
Oct. 22,	Cash	260.00
1936		
Jan. 20,	Cash	240.00
Mar. 30,	Cash	60.00
Apr. 20,	Cash	180.00
May 15,	Cash	60.00
July 22,	Cash	240.00
Oct. 21,	Cash	240.00
1937		
Jan. 21,	Cash	220.00
Apr. 22,	Cash	226.00
July 27,	Cash	220.00
Oct. 20,	Cash	212.00
1938		
Jan. 20,	Cash	212.00
Apr. 20,	Cash	212.00
July 25,	Cash	212.00
Oct. 20,	Cash	200.00
1939		
Jan. 21,	Cash	180.00
Apr. 20,	Cash	180.00
July 20,	Cash (subsequent to death of Henry H. Dill (1/3 to each of remaining beneficiaries.	75.00
		$8,583.60

Distribution on account of Principal

Distributed to Anna Dill Rey, Edith Dill Reed, Henry H. Dill and Alice H. Dill, 1/4 each in accordance with terms of the trust agreement:

1932		
Jan. 22,	Cash for Calendar year 1932	$ 1,200.00
1933		
Jan. 19,	Cash for Calendar year 1933	800.00
March 17,	Cash for Calendar year 1933	400.00
May 3,	Cash for Calendar year 1934	100.00
Dec. 19,	Cash for Calendar year 1934	100.00
1934		
Jan 2,	Cash for Calendar year 1934	1,000.00
Nov. 16,	Cash for Calendar year 1935	200.00
Dec. 31,	Cash for Calendar year 1935	1,000 00
1935		
Sept. 20,	Cash for Calendar year 1936	200.00
Nov. 14,	Cash for Calendar year 1936	100.00
Dec. 31,	Cash for Calendar year 1936	900.00
1936		
June 16,	Cash for Calendar year 1937	80.00
Oct. 13,	Cash for Calendar year 1937	400.00
Dec. 8,	Cash for Calendar year 1937	720.00
1937		
Aug. 24,	Cash for Calendar year 1938	1,200.00
1938		
Aug 16,	Cash for Calendar year 1939	1,200.00
Dec. 9,	Cash for Calendar Year 1940 (per Court Order)	1,200.00
1939		
Apr. 3,	Cash for Calendar year 1941	300.00
29,	Cash for Calendar Year 1941 (per Order of Court)	900.00
June 15,	Cash for Calendar year 1942	400.00
30,	Cash for Calendar Year 1942 (per Order of Court)	800.00
		$ 13,200.00

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Contd from Page 395. Dill Family Trust

Order. Now Feb. 26. 1940, after consideration of the petition of Anna Dill Rey and Edith Dill Reed, and the answer thereto of Frederick H. Atwood;

made the permissable anticipated for the years 1940, 1941, 1942 and 1943, and the distribution now requested to be anticipated is that for the year 1944, all of said advances having been requested by all of the existing beneficuries, they being all sui juris;

by the Court because now the serious illness of Anna Dill Rey;

be authorized because of the minimum principal of $7500.00 which must be held according to the terms of said trust;

and they are hereby authorized to sell so much of the assets remaining in the trust as to enable them to distribute the sum of $1200.00 as authorized to be distributed from the principal for the year 1944; providing, however, that the same shall be distributed only as follows: $450.00 immediately; $300.00 on May 1 next; $300.00 on July 1 next and 150.00 on Sept. 1 next; and provided further that the portions thereof distributed to Alice Hayword Dill and Anna Dill Rey shall be used only for the current living expenses of said Anna Dill Rey and Alice Hayword Dill and the expense required for care of said Anna Dill Rey during her illness. By the Court, H. Wallace Smith, Pres. Judge.

April 15, 1942, Answer of Frederick H. Atwood, Trustee, filed by Smith & Maine, Attys.

April 15, 1942, Service accepted. Chase & Swoope, Attys for Edith D. Reed et al.

April 15, 1942, Petition for Advance Payment and Order of Court filed.

Now, April 15, 1942, on consideration of the foregoing petition, it appearing that Frederick H. Atwood, Co-Trustee, had not joined in the prayer of the petition, on motion of Chase & Swoope, attorneys for Edith D. Reed, the other Trustee, it is Ordered that rule issue forthwith upon Frederick H. Atwood, Trustee, to show cause why the prayer of said petition should not be granted. Returnable to next April 17, at 10:00 A.M. By the Court, H. Wallace Smith, P.J.

April 22, 1942, Order of Court filed.

Now, April 22, 1942, in accordance with petition of Edith Dill Reed, joined in by the other beneficiaries, all of whom are sui juris and also the answer of Frederick H. Atwood, co-trustee, it is ordered that Edith Dill Reed and Frederick H. Atwood, trustees, be and they are hereby authorized to sell and dispose of so much of the assets remaining in said trust as to enable them to pay the sum of $1200.00 to the beneficiaries, to wit: $600.00 each to Edith Dill Reed and Alice Hayword Dill, this payment being an advance of the distribution authorized under the terms of the trust for the year 1945; this advancement being permitted only because of the unforeseen and unusual expenses arising in connection with the long illness and death of Henry G. Dill and Anna Dill Rey. By the Court, H. Wallace Smith, P.J.

April 4. 1945 Second and Final Account of Frederick H. Atwood, Anna Dill Rey and Edith Dill Reed Trustees, filed and notice of filing published in Citizen-Standard and Clearfield Progress to be presented to the Court for ni si Confirmation on Monday May 7. 1945.

Second and Final Account of Frederick H Atwood, Anna Dill Rey and Edith Dill Reed. Trustees

Gross Estate $14,821.15

Summary - Principal - Personalty

Schedule A.

Receipts Page 2 12,406.43

Disbursements Page 3 1,060.00 - 11,346.43

Distribution on acct 4,321.87 - 7,024.56

Income - Personalty

Schedule C.

Receipts Page 4 2,414.72

Disbursements Page 5 143.21 2,271.51

Distribution on acct 2,290.50 - 18.99

Net Balance 7,005.57

This Balance Consists of the following:

Stocks

69 Shs. Harbison - Walker Ref Co. Preferred 6,920.00

Cash

Principal account 104.56

Income account 18.99 85.57

7,005.57

Schedule A.

Principal - Personalty

Receipts 1939

Securities and cash decreed back to accountants by Order of Court 1939 11,123.02

Nov. 24 - Profit on sale of 10 Shares Harbison Walker Ref. Co. Preferred

Proceeds 1,295.82

Transferred at 1,000.00 295.82

Mar. 14. 1940. Profit on sale of 8 Shares Harbison - Walker Ref. Co. Preferred

Proceeds 1,072.00

Transferred at 800.00 272.00

May 4. 1942 - Profit on sale of 10 Shares Harbison - Walker Ref. Co Preferred.

Proceeds 1293.72

Transferred at 1,000.00 293.72

Feb. 17. 1945 - Profit on sale of 8 Shares Harbison - Walker Ref Co Preferred

Proceeds 1,221.87

Transferred at 800.00 421.87

12,406.43

Disbursements

Dec. 11. 1939 - Smith & Maines' fee 500.00

(This item appeared in the first account, but could not be paid at that time due to lack of cash.

Apr. 5. 1940 - Smith & Maine - Attys. fees in re petition for advance payment of principal 25.00

May 9. 1942 - Smith & Maine, attys fees in re petition for advance payment of principal 10.00

March 20. 1945 - Filing this account and miscellaneous expenses 25.00

March - Smith & Maine - Professional services in connection with filing this account 100.00

March - F. H. Atwood - Trustee's Commission 400.00

1,060.00

Schedule C.

Income - Personalty Receipts.

1939 Cash decreed back to accountants per Order of Court dated 1939 330.28

October 20. Harbison - Walker Ref. Co Dividend 157.50

1940

Jan. 20 - Harbison - Walker Ref. Co. Dividend 142.50

apr. 20 - Harbison - Walker Ref. Co Dividend 130.50

July 20 - Harbison Walker Ref. Co. Dividend 130.50

Oct. 20 - Harbison - Walker Ref. Co. Dividend 130.50

1941

Jan 20 - Harbison Walker Ref. Co. Dividend 130.5

apr. 21 - Harbison - Walker Ref. Co. Dividend 130.5

July 21 - Harbison - Walker Ref. Co. Dividend 130.5

Oct 21 - Harbison - Walker Ref. Co. Dividend 130

1942

Jan 20 - Harbison - Walker Ref. Co. Dividend 130.

apr. 20 - Harbison - Walker Ref. Co. Dividend 130.5

July 20 - Harbison - Walker Ref. Co. Dividend 115.5

Oct. 20 - Harbison - Walker Ref. Co. Dividend 115.5

1943

Jan. 20 - Harbison - Walker Ref. Co. Dividend 115.5

apre 20. Harbison Walker Ref. Co. Dividend 115.

July 20. Harbison - Walker Ref. Co Dividend 115.

Oct 20 Harbison - Walker Ref. Co Dividend 115.

1944

Jan 21. Harbison - Walker Ref. Co. Dividend 115

apr 20 Harbison Walker Ref. Co. Dividend 11

July 20 Harbison Walker Ref. Co. Dividend 11

Oct 20 Harbison Walker Ref. Co. Dividend 115.

1945

Jan. 20 - Harbison - Walker Ref. Co. Dividend 115.

2,745.

330.

$2,414

Disbursements

1940

June 21 Premium on Bond 25.00

aug 3. Safe Deposit Box 3.33

1941

June 20 Premium on Bond 25.00

aug 22 Safe Deposit Box 3.33

1942

Jan 30. Clearfield Trust Co. - Check book .75

June 22. Premium on bond 25.00

1943

June 1. Premium on bond 25.00

1944

June 27. Premium on bond 25.00

aug 2. Safe deposit box - 3 years 10.80

143.2

Continued on Page 398.

Cont'd from Page 397. In re Dill Family Trust. No. 1 May 5 1931

Distribution on account of Income.		
Distribution to Anna Dill Rey, Edith Dill Reed and Alice H. Dill - 1/3 each:		
1939 Oct. 20	Cash	150.00
1940 Jan 22	Cash	135.00
apr. 20	Subsequent to death of Anna Dill Rey, 1/2 was paid to each of the remaining beneficiaries	130.00
July 20	Cash	75.00
Oct 21	Cash	100.00
1941 Jan 22	Cash	100.00
Apr. 21.	Cash	100.00
July 22.	Cash	100.00
Oct 20.	Cash	100.00
1942 Jan 20	Cash	100.00
apr. 21	Cash	100.00
aug. 23	Cash	100.00
Oct 20	Cash	100.00
1943 Jan 20	Cash	100.00
apr. 20	Cash	100.00
July 20	Cash	100.00
Oct 20	Cash	100.00
1944 Jan 28	Cash	100.00
apr. 24	Cash	100.00
July 20	Cash	100.00
Oct 20		10000
945 Jan 27	Cash	10000
		8 2,290.50
Distribution on account of Principal.		
Distribution to Anna Dill Rey, Edith Dill Reed and Alice H. Dill, 1/3 each in accordance with terms of the trust agreement until death of Anna Dill Rey in February 1940, then 1/2 to each of the survivors.		
39 Dec. 13	Cash for Calendar year 1943 (per order of Court)	150.00
Dec. 27	Cash for Calendar year 1943	550.00
40 Jan 8	Cash Calendar Yr 1944 (pr Order Ct	75.00
Mar. 19	Cash Calendar year 1944	450.00
May 1.	Cash Calendar year 1944	300.00
July 1.	Cash Calendar year 1944	300.00
Aug 31	Cash Calendar year 1944	75.00
+2 May 4	Cash pr Calendar Yr 1945. pr Order Ct	1.200.00
+5 Feb. 17	Cash advanced to Edith Dill Reed, sole survivor	122.87
		8 4,321.87

Frederick H. Atwood.

Now, May 18, 1945. Second and Final account confirmed Ni Si to be confirmed absolutely in four days as of Course, if no exceptions be filed.

By the Court. F. Cortez Bell, President Judge

May 23, 1945. No exceptions filed, account is confirmed absolutely

Marie D. McFadden, Pro.

May 24, 1945. Petition to assign Stock

Decree:- Now, the 24th day of May, 1945, upon consideration of the foregoing petition and on motion of Smith & Maine, attys for petitioners, it is hereby Decreed As Follows:-

1. Frederick H. Atwood and Edith Dill Reed, Trustees of the trust created by Anna Dill Rey, Settlor, by agreement made the 12th day of May 1922, are hereby authorized and directed to assign, transfer and deliver to Edith Dill Reed, individually, in kind, the sixty-nine shares of the preferred stock of Harbison-Walker Refractories Company, comprising a portion of the assets of said trust, as shown by the Second and Final account of said Trustees.

2. From the remaining funds of said trust, as shown by said Second and Final Account, the said Trustees shall pay the Prothonotary of Clearfield County, Pennsylvania, all unpaid costs and the residue of said trust funds shall be paid over to the said Edith Dill Reed, individually.

By the Court. F. Cortez Bell. P.J.

June 28, 1945- Petition for Discharge of Trustees and Decree of Court filed:

Decree: Now, the 28th day of June, 1945, the foregoing petition having been presented, on motion of Smith & Maine, attorneys for petitioners, it is hereby Ordered and Decreed as follows:

Frederick H. Atwood and Edith Dill Reed are hereby discharged as Trustees of the trust created by Anna Dill Rey, Settlor, by agreement made the 12th day of May, 1922 (a Counterpart of which was filed to the above number and term, on June 13, 1931); and further, the said Trustees and the United States Fidelity & Guaranty Company are hereby discharged of and from all further liability or responsibility in connection with the bond dated June 22, 1931, in the amount of $5000.00, filed by said Trustees and Conditioned for the faithful performance of the duties of the said Trustees.

By the Court, F. Cortez Bell, President Judge.

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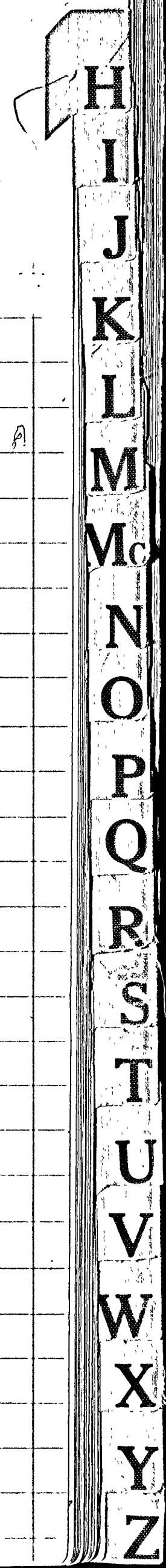
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