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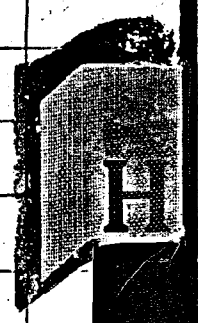
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338	Fulford	Fannie S.		A. B. Lansberry
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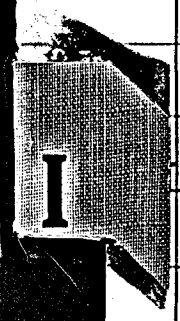


106	Hoorhart	Earl F. appt Recvr	Hoorhart Lumber & Supply C.O. for	appt of Receiver
364	Kilpatrick	G.S.	Eugene H Milligan	
384	Green	Ernest C. et al	Mrs. Harry (Fern) Miles, et al	Interpleader



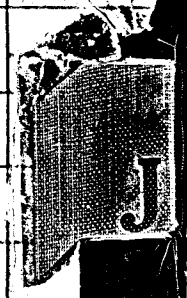
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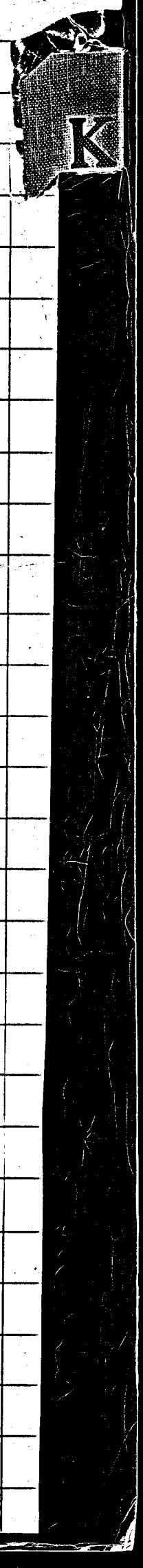

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20	Kerr	Frederick B	Boardman Coal Mining Co	
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318 Owens W.H. J.C. Ga[illegible]e, et al Co Commissioners

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254	Partition proceedings between Jas M. Morris et al vs Helen F Borger			
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370	Partition proceedings between Mrs. Stella G. Friday and Daniel F. Sherry			

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244	PETITION FOR THE TERMINATION OF A CREATIVE TRUST	HEIRS OF EMMA B. POTTER
254	PETITION PROCEEDINGS BETWEEN JAS M. MORRIS et al	HELEN F. BORGER
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64	Spencer	J. Karl		John W. Soult et al	
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ont'd from Page 79- Union Banking & Trust Co. of Du Bois -vs- Du Bois Industrial Corp.

the date hereof, said return is confirmed absolutely, and M. H. Hartzfeld, the Special Master, is directed to make, execute and deliver to the Du Bois Textile Corporation, a corporation under the laws of the ommonwealth of Pa., with its principal office in Du Bois City, Clearfield unty, Pa., a good and sufficient deed for the land, buildings, machinery d rights described in the decree of this Court directed to be sold n June 20, 1936, as aforesaid.

Upon proper petition, the Court shall fix allowances and ees for compensation of the Special Master and the plaintiff nd its solicitors. By the Court, W. Wallace Smith, P.J.

September Session 1931

W.A. Hagerty Carl A. Belin	Richard Lansberry		July 31. 1931 Bill in Equity filed That the Plff is Richard Lansberry a resident of Bradford Township Clearfield County Pa That the Defendant is A.B. Lansberry
July 31	5		a resident of Bradford Township and whose occupation is a coal operator That S.P. Lansberry died on December
W. Albert Ramey	A. B. Lansberry		14, 1888 leaving to survive him his widow Elezabeth Lansberry and seven Children whose names are as follows Richard Lansberry. Ralph Lansberry Roland Lansberry. Alice Lansberry. Lettie Lansberry. Jean Lansberry + Mame Lansberry
	Pro by Reff	2.50	That S. P. Lansberry died intestate leaving
	"	.50	the following real estate with all mineral
	"	50	
	Reff McCloskey	2.50	All that tract or piece of land
	Bro	50	situate in Bradford Twp
	"	50	
	"	1.60	Begning at a White oak thence by
	"	1.50	Wm McPherson So 157½ pr to post
	"	.50	thence east along line of land of
	"	.50	John S. Hyler & Jas Lansberry 225 pr to
	"	60	
	"	1.50	line of land of John Stinnett thence
6/17/32 R.F. Hite sub		1.20	N 157½ pr to small White oak thence
6/17/32 I.J. Duke sub		2.20	W. 228 pr to White oak and place of begning
" " "	"	1.60	Containing 207 acres less 90 acres previously
	Geo	50	sold to A.L. Lansberry
	"	60	
	"	1.50	That about the year 1916 Elezabeth
			Lansberry the widow died. Roland Lansberry
			interest in said real Estate became vested
			in Richard Lansberry on Jan 15 1909
			That Richard Lansberry sold all his
			interest in the surface of the land
			described in paragraph 4 to A.B. Lansberry
			on Dec 31. 1923.
			That A.B. Lansberry without any agreement
			what ever began to mine & take out over
			several Hundred thousand tons of
			Coal and has used the surface of
			said land and also used the under
			ground for hauling coal from neighboring
			lands
			That A.B. Lansberry as far as taking
			out Coal was a trespasser to Richard
			Lansberry's interest, and the said Reff
			Claims treble damages according to
			the acts of Assembly so provided
			Wherefore your petitioner prays
			1st To have A.B. Lansberry account
			for all Coal taken from the year
			1916 up to the present time.
			2nd To account for all profits made
			on all Coal from the year 1916 up to
			the present time.
			3rd To account for the number of tons

of coal that has been transported from other lands over the land aforesaid and to pay Wheelage at 2¢ per ton

That A. B. Lansberry be made to account and pay a reasonable compensation for the use of the surface prior to Dec 31 1923.

That A B Lansberry account generally for the Coal mined all the coal hauled over and under the aforesaid land and to account for all profits on said land whether for oil, minerals or gas and any other equitable relief under the circumstances

And he will ever pray Richard Lansberry

Aug 28-1931, Preliminary Objections filed,

July 31-1931, Service accepted & waive issuance of same. Carl A. Belin, atty for Defts.

Oct 12 1931 Amended Bill in Equity filed. 3 Copies Certified to Sheriff

Oct 12 1931 Service accepted by Copy W. Albert Ramey atty for Respondent

Oct 12 1931 It is ordered and decreed that the Plff. Richard Lansberry may file an amended Bill in Equity as prayed for by the Court A R Chase P.J

Oct 20 1931 served the within writ on C. E. Lansberry Added Defendant by handing to him personally three copies of the writ and making known unto him the contents thereof. So ans. Ira C. McCloskey Sheriff

Nov. 3. 1931 additional preliminary objections filed service accepted Nov. 5. 1931 and Issuance of same waived Carl A. Belin atty for Plff

Dec 23. 1931 Motion for Leave to file amended preliminary objections filed

Dec 21 Amendment allowed as prayed for. By the Court A R Chase P.J with service accepted Dec 18 1931 by copy Carl A. Belin atty for Plff.

Dec 29 1931 Amendment to additional preliminary objections filed with Notice of filing accepted by Carl Belin Atty for Plff.

Order of Court - Now Jan 25 - 1932 - the preliminary objections to the bill in Equity & Motion to dismiss are overruled and the Defendant directed to answer as provided by the Equity rules - Exceptions noted, Bill sealed to the Defendant. By the Court. A. R. Chase - P. J.

Feb 26 1932 Pet. for additional time to answer

And Now. Feb 25 1932 the foregoing petition having been read and considered, it is ordered and directed that the said A B Lansberry be given an additional period of thirty days from this date in which to file an answer as directed by the Court. By the Court A R Chase P.J.

March 26, 1932 - Defendant's answer filed.

March 26, 1932 - Service accepted by three copies by Carl A. Belin, Atty. for Plaintiff.

March 31, 1932 - Petition for Extension of time to file a reply to Defendant's ans. filed Extension allowed as prayed for - By the Court. A R Chase. Service acc. by copy by W. A Ramey

May 6 - 1932 - Motion for additional time to file a reply to Def's answer filed Court Order: Now May 6 - 1932 - the time for filing a Reply to the Defts. Ans. is extended to June 1 - 1932 as prayed for. By the Court. A R Chase P.J.

Service accepted by copy May 7 - 1932 - W. A. Ramey, atty. for Defts.

May 20. 1932 On June arg. List

May 27, 1932 - Plaintiff's reply to new matter filed.

Now, May 27th 1932 - Service accepted by copy. W. Albert Ramey, Atty. for A. B. Lansberry.

Now June 21. 1932 on examination of the pleadings and testimony in this case, The Court is satisfied that the petitioner is entitled to an accounting, and it is ordered and directed that the defendant file an account as required within thirty days, Exceptions noted. Bill sealed to the defendant.

By the Court, A. R. Chase.

June 21 - 1932 Amendment to Answer filed - W. A. Ramey Dep't Atty.

Service of Motion & amendment acc. for Plff. Carl A. Belin, L. & S. attys.

Aug 15. 1932 Account Stated filed by W. Albert Ramey Atty for Defts. and Now Aug 15, 1932 service accepted and waive advertisement. Carl A. Belin + Liveright & Smith attys for Plff

Cont'd. on page 42.

December Term 1931

Pentz & Pentz	In re:		To the Honorable, The Judge of the above Named Court:
	Union Cemetery		The petition of S. E. Kuntz, George J. Ueber, and
			A. J. Bousall respectfully represents:-
Oct 24		1	1. That the Union Cemetery has no organization
			is not incorporated, and at the present time
			the ground used therefore is completely occupied
			by graves, and the burials for the past several
			years has been in a plat added thereto.
			2. That on the first day of August, 1885
	Pro	2.50	a certain deed was made to Lewis Schach,
			and Samuel Kuntz as trustees of the Union
			Cemetery in the Township of Brady, said certain
			deed being recorded in Clearfield County deed
			book, No. 39 page 36, for a certain lot or piece
			of ground in the Township of Brady County
			of Clearfield & State of Pennsylvania, bounded
			and described as follows:
			"Beginning at a public road North-west Corner
			of the Jonathan Ogden land, thence East along
			lands now owned by C. B. Hoag, ten perches
			more or less to a post, thence South along
			said Ogden land, now owned by G. A. Marshall
			sixteen perches, more or less to a post;
			thence West along Ogden land, now Marshall
			ten perches, more or less to a post on
			public road: thence North along said road
			to place of beginning, containing one acre
			and known as the "Union Cemetery."
			3. That the said Lewis Schach and
			S. G. Kuntz, Trustees named in the certain
			deed have both died, leaving the said Union
			Cemetery without any Trustees.
			4. That your petitioners have friends
			and relatives buried in the said Cemetery
			and are desirous of having the said Cemetery
			in the custody and control of a new Trustee
			and for that purpose have requested the
			Union Banking & Trust Company of DuBois,
			Pennsylvania to act as Trustee of the said
			property, and the said Union Banking &
			Trust Company has agreed to become
			Trustee thereof.
			5. That the Union Banking & Trust Company
			of DuBois is also the Trustee of certain fund of
			money which has been raised for the purpose
			of keeping the said Cemetery in good condition,
			and for the necessary care and maintenance
			of said Cemetery & having charge of this said
			fund of money are in the best position to act
			as Trustee of the land.
			6. Because of the fact that the Union
			Cemetery came into existence in 1885 and burials
			made therein without the purchase of lots, and
			all of the original organizers are deceased, and no
			association or corporation or any governing or

managing body of Trustees exists at the present time so far as your petitioners know, there consequently remain, for the purpose of maintaining and caring for said Cemetery, only such persons as your petitioners who have close relatives and friends buried therein. There is no record of the graves, nor of the persons buried therein, no have any graves been sold, and it would be impossible to obtain the names of all parties interested without great expense,

Wherefore your petitioners prays: (A) That the Court make such order as he shall deem necessary to notify all parties in interest. (B) That an order be made directing the Clerk of the Court to make, execute and deliver a good and sufficient deed for and on behalf of Lewis Schach and Samuel S. Kuntz deceased, Trustees, to the Union Banking & Trust Company, Trustee of the Union Cemetery (C) and such other orders, decrees and relief as the said Court may find equitable, necessary and of advantage to all parties concerned.

And they will ever pray, etc., S. E. Kuntz, Geo. J. Weber, A. J. Bousall,

Order:- Now 16th day of October, 1931, the foregoing petition being read and considered, and it appearing to the Court, that there are no parties in interest other than the friends and relatives of the deceased persons, buried in the said Cemetery, and it further appearing that the Union Banking and Trust Company, of DuBois, Pa, is Trustee of a fund for maintenance and upkeep of the said cemetery, it is hereby ordered, adjudged and decreed that George L. Ralston, Clerk of the several Courts of Clearfield County be authorized, empowered and is hereby directed, to make, execute and deliver a good and perfect deed from Lewis Schach and Samuel Kuntz, deceased, Trustees of the Union Cemetery, to the Union Banking & Trust Company of DuBois, Penna., Trustee of the Union Cemetery and successor to Lewis Schach and Samuel Kuntz, for the property described in the petition. The said deed to be recorded with the same force and effect as if the said Lewis Schach and Samuel Kuntz had made, executed and delivered the said deed in their true and lawful persons. By the Court, A. R. Chase P. J.

Oct 24-1931 Deed acknowledged by Geo. L. Ralston, Orphans Court and mailed to Kuntz & Kuntz, attys.

December Term 1931

John C. Forsyth	Clearfield Consolidated Collieries Inc.,		Nov. 12 1931 Bill in Equity filed Respectfully comes Clearfield Consolidated Collieries Inc. Complainant above named and says, That your orator is a corporation organized under the laws of the State of Penna. having its principal office in the Borough of Clearfield, County of Clearfield and State of Penna, That the Deft P. D. Smith is a resident of the Boro of Clearfield, County of Clearfield, Pa and tax collector for the Township of Knox, That on or about Nov 3. 1931 the Deft P. D. Smith caused to be placed on the property of your Orator a Notice of Collectors Sale. Said notice being to the effect that certain property to wit; "One set of Fairbank Scales, One Cleaning plant and all Machines, all Stationary Motors and all Mine Motors, One Sand Dryer and all mine Cars inside and out, all mine rails inside and out, one dump truck and all scrap iron, one lot of lumber and all personal property belonging to said Company and all props and ties" was to be exposed to public sale as the property of Maple Run Coal Company at Kellertown Pa on Tuesday Nov. 17. 1931 at two o'clock P.M. That the above described property to be exposed to public sale is not the property of Maple Run Coal Company. That said property is not upon premises belonging to Maple Run Coal Company. That our Orator avers that said Collectors Sale to be made Nov 17. 1931 is without right or authority of law. Wherefore Complainant prays (a) That a rule be issued directing the Deft to show cause why an Injunction should not be granted enjoining and restraining the Deft from exposing to public sale the property of the Complainant for any taxes assessed against or due by the Maple Run Coal Company. (b) That the Court order and direct such other and further relief in Complainants behalf as may be just and equitable John C. Forsyth Atty for Complainant
Nov 12	2 "		
W. Albert Ramey	P. D. Smith Tax Collector		Nov. 13. 1931 Service accepted and Issuance of Rule waived. W. Albert Ramey. Atty for Respondent Nov. 23 1931 Deft answer filed service accepted Nov. 28. 1931 by Copies, Harold T. Boulton
Pros By Boultons	11-17-31 2.50		
"	1.50		

Continued from Page 107 Earl F. Gearhart vs Gearhart Lumber & Supply Co. No 4 May T. 1934

thereof, and Cash for the balance, in settlement of the Judgment against Van Allen Braniff and Elizabeth Braniff, his wife, in favor of Gearhart Lumber & Supply Co., entered in the Court of Common Pleas of Clearfield County to No. 488, Sept. T. 1932, which Judgment Constitutes a lien on the home and residence of Van Allen Braniff and Elizabeth Braniff in Lawrence Twp. Clearfield County, Penna, and upon receipt of Home Owners Loan Corporation bond in the approximate sum of Four Hundred Eleven and 47/100 Dollars, or Home Owners Loan Corporation bond for part thereof and cash for the balance, said Receivers are authorized to release the lien of the Mortgage described in the foregoing petition insofar as it affects the premises which will be made subject to the Mortgage to be given by the said Van Allen Braniff and Elizabeth Braniff, his wife, to the Home Owners Loan Corporation, and to satisfy said Judgment of record; said Receivers are authorized and directed to execute any and all papers that may be necessary, or desired, or requested by the proper representatives of the Home Loan Corporation for the purpose of carrying out the terms of this settlement; said receivers are further authorized and directed to sell, without further order of this Court, the Home Owner's Loan Corporation bonds which they shall receive in settlement of the obligation as herein outlined, at the best price obtainable when such Course becomes necessary or desirable in Carrying out their duties and management of the Gearhart Lumber & Supply Co., as receivers thereof.

By the Court. W. Wallace Smith P.J.

June 3, 1935, Petition for Leave to Satisfy Mortgage and Order of Court filed.

Now, June 3, 1935, the foregoing petition of A. B. Shaw, Daniel Lefflet and Edward Stonet, Receivers of the Gearhart Lumber & Supply Company, having been presented and considered, on motion of Liveright & Smith, counsel for said Receivers, it is ordered and decreed that A. B. Shaw, Daniel Lefflet, and Edward Stonet, Receivers as aforesaid, be and they are hereby authorized and empowered to satisfy of record the mortgage they hold as Receivers against John E. Ballig and Bertha Ballig, his wife, in the sum of $594.50 with interest, recorded in the recorder's office in and for Clearfield County in mortgage book 93, page 522, upon payment to them of the sum of $500.00, out of which sum taxes due and owing against the property covered by said mortgage shall be paid; and upon recept of said sum the said Receivers are authorized to release and discharge John E. Ballig and Bertha Ballig, his wife, from further obligation in connection with said mortgage and bond.

By the Court, W. Wallace Smith, P.J.

November 18, 1936, Account filed.

Principal Accounts

The Accountants Charge Themselves as follows: Statement Rendered

Assets

Jan. 1, 1934	
Accounts Receivable	$16,092.22
Cash	237.82
Material & Supplies	4,800.00
Liens-Judgments	16,002.85
Buildings	13,179.98
Auto Equipment	995.84
Electrical Equipment	1,522.15
Heating Equipment	966.12
Machinery	4,935.48
Office Equipment	1,026.17
Real Estate	2,500.00
	$62,259.01

Liabilities

The Accountants claim Credit-

Accounts Payable	3,817.06
Loans	2,700.00
Notes Payable	6,672.00
Mortgage	10,000.00
Stockholder Salary Accrual	3,549.28
Capital Stock	10,000.00
Paid in Surplus	13,500.00
Undivided Profits	12,020.67
	$62,259.01

The Accountants Credit Themselves as follows:

To: Reductions in Liabilities as shown on Principal Account as per Schedule "A" Attached $9498.45

Continued on Page 280

February Term 1932

Reutz & Reutz	The W. T. Rawleigh Company, a Corp.		Dec. 23 1931 Bill in Equity filed 6 Copies Certy to Sheriff Your orator complaining sets forth as follows: Your orator The W. T. Rawleigh Company a
Dec 23	1		corporation duly organized und the laws of the State of Illinois with its Illinois office situate in the City of Freeport State of Illinois and is duly registered under the laws of the Commonwealth of Pennsylvania
	M. B. Deitrick & Jennie V. Deitrick		to do business within the State of Penna and has its principal office in the Commonwealth of Penna in the City of Chester, Delaware County, Pa
			The above named Defts M. B. Deitrick
Pro by Atty		2.50	and Jennie V. Deitrick are husband and
" 6 Copies Certs		1.50	wife, and are residents of the Township of
" Sug		.50	Brady, County of Clearfield and State of
Shff McCloskey		9.90	Penna, and the said M. B. Deitrick was
Cro.		.50	at the time of the events hereinafter
			relator, purchaser of the goods manufactured
			and sold by your Orator.
			Your Orator further sets forth that the
			said M. B. Deitrick one of the defendants
			started to purchase the goods manufactured
			and sold by your Orator during the
			year 1923, and has continued purchasing
			the said goods from that time up
			until on or about the 10th day of Nov.
			1931, purchasing said goods for re sale
			and had carried on said purchases from
			your Orator for said period of years
			furnishing annually a Contract therefor,
			and satisfactorily taking care of his
			indebtedness up until the year 1931
			Wherefore, your Orator showing all of the
			aforesaid, respectfully prays the Honorable
			Court for relief as follows:-
			I That a Judgment be entered in favor
			of your Orator, The W. T. Rawleigh Company
			and against the said M. B. Deitrick, or Matt B.
			Deitrick, in the sum of Two Thousand Five
			Hundred Eighty Eight and 91/100 ($2,588.91)
			Dollars, the balance due it by the said M. B.
			Deitrick or Matt B. Deitrick
			2. That the conveyance by Matt B. Deitrick
			or M. B. Deitrick, to Jennie V. Deitrick by deed
			dated Oct 13, 1931, and recorded in Deed Book
			Vol. 299, Page 461, conveying all of the lands
			of the said M. B. Deitrick to Jennie V
			Deitrick, be set aside and declared void,
			and the title to the said lands be and
			remain in the said Matt B. Deitrick or
			M. B. Deitrick under and subject to the
			judgment of the The W. T. Rawleigh Company
			3. That the said Matt B. Deitrick, or M B
			Deitrick and Jennie V. Deitrick, and both of

them, be restrained by restraining order issued out of this Court immediately from selling, disposing, conveying, transferring, or encumbering in any manner or fashion any of the real estate in the name of M. B. Deitrick or Matt B. Deitrick and Jennie V. Deitrick.

(a) That the said Jennie V. Deitrick be restrained immediately from selling transferring, conveying, or otherwise disposing of or encumbering any real estate standing in her name.

(b) That the said Matt Deitrick or M. B. Deitrick and Jennie V. Deitrick be restrained immediately from selling, assigning, transferring or otherwise disposing of or encumbering any automobile, accounts Receivable, goods furniture, fixtures, wares or merchandise of any kind or character in their possession or any other personal property that the said Matt B. Deitrick or M. B. Deitrick and Jennie V. Deitrick have, own or possess, and that the same be restrained until disposition of the matters set forth in this Bill.

4. That the said M. B. Deitrick be Compelled to assign, set over and transfer to the The W. T. Rawleigh Company, all said Accounts Receivable contracted by M. B. Deitrick in selling the products and goods of The W. T. Rawleigh Company, and that the said M. B. Deitrick be ~~further~~ directed and ordered to give a full and Complete statement of the names, addresses and amounts due of all of the persons shown on the books of the said M. B. Deitrick to be owing the said M. B. Deitrick for the goods, merchandise and wares manufactured by the The W. T. Rawleigh Company and sold by the said M. B. Deitrick.

Seidch further and other equitable relief as your Orator may be entitled to Reutz & Reutz, Solicitors for Plaintiff

Dec 23, 1931 Copy of Contract and Invoices filed

Dec 23, 1931 Supporting Affidavit of L. C. Hagan filed

Dec 23, 1931 We therefore in consideration of the premises aforesaid, do strictly enjoin and Command you, and each of you do not sell, Convey or transfer, or agree to sell, Convey or transfer, by deed, or agreement, any real estate owned by you, or standing in the name of Jennie V. Deitrick, or as conveyed from M. B. Deitrick or Matt B. Deitrick to Jennie V. Deitrick, situate in the Township of Brady, County of Clearfield and State of Penna, and further that you do not sell, Convey, transfer, assign or set over, any personal property to wit: automobile, accounts receivable, or goods or merchandise in the hands or possession of the said Jennie V. Deitrick or of Matt B. Deitrick, or conveyed by Matt B. Deitrick to Jennie V. Deitrick or that either of you sell, Convey, transfer or dispose of directly or indirectly, any of said real Estate or personal property.

Witness the Hon A. R. Chase President Judge of our said Court at Clearfield Pa this 23rd day of Dec A D 1931, Ret. 28th day of December, 1931 By the Court

A R Chase P J

Dec. 23, 1931 Writ of injunction Certified to Sheriff McCloskey

Dec. 23, 1931 Bond filed in sum 300.00 Glens Falls Indemnity Co. Surety

Dec 24, 1931 served the within Bill of Complaint personally on M. B. Deitrick and Jennie V. Deitrick by handing to each of them 3 true and attested copies and served the within Writ of Injunction by handing to each of them a true and attested Copy of the within writ and making known unto each of them the Contents thereof, So ans Ira C. McCloskey, Sheriff

Dec 28, 1931 Preliminary Injunction Continued until Monday Jan. 4, 1932 at 10 o'Clock A M. By the Court. A R Chase P J

Cont'd on next Page

Galway Term 1932

Continued from Page 9.	Sup. Ct. cont'd.	Jan 4-1932 on motion of Counsel for plaintiff - injunction continued to Monday T.D. 2-1932 By the Court. - A.R. Shaw J.C.
	M. B. Dietrick	
Continued from Page 280 -	Earl Hearhart vs Hearhart Lumber + Supply Co	
	Mar. 25. 1937 Petition	for discharge of Receiver and Surety.
	Now March 25. 1937 the	foregoing petition having been presented and considered.
It is Ordered and Decreed that	Daniel Leffler, A. B. Shaw and A. H. Stoner, be and they	
are hereby authorized to turn over	to Hearhart Lumber + Supply Company all assets	
which they have in their hands	as Receivers thereof, and upon turning over said	
assets, it is ordered and decreed	that they be discharged of their duties responsibilities	
and liabilities as Receiver of said	Hearhart Lumber + Supply Company, and they and	
their bondsman, Indemnity Insurance	Company of North America be, and they are	
hereby released from liability and	responsibility in Connection with the bond which they	
have filed for the faithful	performance of the duties of said Receivers,	
	By the Court, H. Wallace Smith P.J.	
	Nov 22, 1940 Revised Statement of tax from Dept of Revenue Filed. (State tax)	

erected thereon a three story stone club-house building, which is hereby adjudged to be an appropriate description with common certainty of the mortgaged property to be sold.

10. The mortgaged property shall be offered for sale in its entirety. The Trustee shall accept the highest bid.

11. The complainant, or the holder of any of the bonds or any creditor or stockholder of Crystal Spring Rod & Gun Club, and especially W. Elbridge Brown, Howard Stewart and Harry Boulton, Committee for bondholders, may bid at any sale hereunder and purchase in its, his, her or their own rights, and upon compliance with the terms of the sale, may hold, retain and dispose of the mortgaged property so purchased without any further accountability therefor,

12. The Trustee shall receive no bid from any person unless such person shall have deposited with it, at least three days before such sale, either in cash or by certified check drawn upon a bank or trust company satisfactory to it, the said Trustee $500 in cash, or $2000 principal amount of bonds.

13. The above mentioned qualifying deposit of any bidder whose bid is accepted by the Trustee shall be applied toward the payment of the purchase price payable by such bidder and all other qualifying deposits made by any other unsuccessful bidder shall be returned to him.

14. In case any bidder whose bid is accepted by the Trustee shall fail to complete his bid and to pay the full purchase price in accordance with any order of the Court relating to the payment of such purchase price, then the money paid or the bonds deposited, as the case may be, by such bidder shall be applied to the payment of the expenses of a re-sale and toward making good any deficiency or loss in case the mortgaged property shall be sold at a less price on such re-sale and to such other purpose as the Court may direct.

15. The Trustee shall make to the Court a report and return of its sale of the mortgaged premises for confirmation. Upon confirmation of sale by the Court, and payment of the purchase money, the Trustee shall make, execute and deliver to the purchaser a deed for the mortgaged premises.

16. The purchaser or purchasers in making settlement for any payment of the purchase money, shall be entitled to deliver to the Trustee and to turn in and use any of the bonds, and all interest claims thereon for the payment of such purchase money and to be credited therefor with a sum equal to that which would be payable out of the net proceeds of said sale to the purchaser or purchasers as the holder or holders of said bonds or interest claims thereon for his or their just share of the said net proceeds, after allowing for the proportion of payment which may be required by the Court to be paid in cash for cost, expenses, claims having preference and priority or for other purposes.

17. No purchaser at any sale shall be required to see to the application of the purchase money nor be answerable in any manner whatsoever for any loss, mis-application or non-application of any such purchase money or any part thereof.

18. Upon the full compliance by the purchaser with his bid, the Trustee shall execute and deliver a deed or deeds or other proper instruments conveying, assigning and transferring to such purchaser or his assigns the mortgaged property sold as aforesaid to such purchaser.

19. Upon the delivery of such deed or other instruments of conveyance, the grantee named therein shall be entitled to possession of the property so conveyed and any and all parties who shall be in possession of said property shall deliver the same to said grantee and said grantee shall hold, possess and enjoy the property so conveyed, assigned

Continued on Page 81

February Term 1932

Arwed & Smith	Curwensville Water Co C. O. Norris & Co. Gates Hardware J. Thomas Dale		Jan 6. 1932 Bill in Equity and Bill of Complaint filed asking for a Receiver Jan 6. 1932 Answer to Bill of Complaint filed Jan 6. 1932 C. O Norris appointed Receiver for Curwensville Chamber of Commerce and to file a bond in sum of Ten Thousand Dollars to be approved by the Court By the Court A R Chase P J
	2		
	Curwensville Chamer of Commerce		Jan 6. 1932 Motion for Appraisers filed Jan 6. 1932 F D Forsyth and J L Hastings are appointed appraisers to inventory and appraise the assets of the Deft By the Court A R Chase P J
Pro by Atty C/6/2		2.50	Now Jan 12 - 1932 Bond of C. O. Norris - (Receiver) in the sum of $10.000.00 approved by the Court - A. R. Chase P. J. and filed
"		.50	
F. D. Forsyth C/5/7		30.00	Jan 19. 1932 it is ordered that a public
J. F. Hastings C/5/8		30.00	hearing be held in open Court at Clearfield Pa.
Pro		.50	on Friday Jan 22. 1932 at 1:30 P M when
"		.50	and where all parties in interest may be
"		2.00	heard. It is further ordered that notice of
"		1.00	hearing be given to each of the Contributors
Costs Masters Report		67.00	and Purchasers of bills certified, who
3-14-32 Clfd Prog adv hearing		7[illegible]3.20	contributed to the Chamber of Commerce
3-15-32 Curwensville Herald "		1.0.50	Building Committee, a Majority in interest
W. R. Gallagher Pro Masters Report		10.00	in the amount of other Creditors having
Mrs Margaret R Bettis steno		25.00	acquiesced in said Sale.
John M Urey Master		250.00	It is further ordered that notice of
			said hearing be given to Clair Neff Chairman of Committee representing the wage Claimants By the Court A R Chase
Apr 2. 1932 Rec of J M Urey 10.00 bill Pro Costs for filing Masters Report W. R Gallagher. Pro			Jan 25. 1932 Affidavit and Report of appraisers P J filed. J. D. Forsyth and J. F. Hastings appraisers Charge 30.00 each
			Now Jan 25. 1932 Bill approved By the Court A R Chase P. J
Apr 4. 1932 Recd Ck of Recvr for Costs: J D Forsyth 30.00 J. F. Hastings 30.00 atty 2.50 Pro 4.50 Total Recd 67.00 W. R Gallagher Pro			Now Jan 25. 1932 John M Urey Esq is appointed Master in the above Cause to determine the liabilities and such other Matters as may be determined to pass upon by the Court. Notice to be given by the usual method of publication. By the Court A R Chase P J
7/9/32 Pro		.50	
9/26/33 " M. report	Oct 12-33 Pd by John Urey Pro Costs	5.00	Decree: And now Jan. 23 - 1932 - the within petition
" John M Urey Master		100.00	presented, read and considered and after hearing held
Pro		5.00	in open court and testimony thereon, and the Court
"		.50	being also, by papers filed of the consent of a majority in interest + amount of the creditors in the
"		1.00	nature of mechanics' Lien claimants evidencing
"		1.00	their approval of the sale in question to a
7/12/37 " Final acct		5.00	proposed Corporation having a cash capital of
6/15/37 " Pro		1.00	$30,000.00 and the testimony showing that $15,000.00
			of said capital has been paid in in cash, and
			that the balance of the authorized capital of said
			proposed corporation, to wit $30,000.00 having

been secured by individual notes of H.J. Thompson H.S. Yates, C.O. Norris J. Thomas Dale and W.C. Erdman and the Court deeming said notes given for said descriptions are of a value in excess of $15.000.00 the Court does therefore order and decree:-

(1) That the said C.O. Norris Receiver be and is hereby authorized to enter into an agreement in substantially the form set forth in exhibit "A" attached to the petition presented herewith to sell said real Estate, plant and equipment to the Erdman Hosiery Mills, a proposed Corporation, for a price or consideration equalling the cost thereof which is approximately $59,136.90 (said sum representing indebtedness for labor and materials furnished, notes of Building Committee of the Chamber of Commerce discounted on endorsement of individuals, the proceeds of which notes went into the erection of the plant, plus voluntary contributions from residents of the community under so-called building certificates.

(2). The actual determination of the consideration price or sale to the Erdman Hosiery Mills to be hereafter determined by this Court so as to take care of any variation in the amount of indebtedness and/or cost of plant as to which the Receiver may not now be informed.

(3). The said contract or agreement of sale to provide for the payment in five installments of the consideration price according to the schedule set forth in exhibit "A" presented with the petition asking for this decree; and upon the execution of said agreement and the Receiver being paid the installments of the purchase price, distribution shall be made by the said receiver every three (3) months until further order of this Court, said distribution to be in the following order:-

(a) To the labor claims with interest and including therein record costs incurred in any suit brought by said labor claimants and or the record costs of any mechanic Lien filed by them or any of them.

(b) To the material men claimants furnishing material entering into the erection of said buildings, plus interest on said claims and plus the record costs of any suit or mechanic's lien filed by any of them.

(c) To the holders of any notes made by the Building Committee of the Cornersville Chamber of Commerce, endorsed by certain individuals and discounted, the proceeds of which notes were used in the building of said plant and equipment, plus interest thereon and the record costs of any suit brought thereon, and also To any voluntary contributor to the fund collected by the Cornersville Chamber of Commerce for the erection of said plant and equipment as evidenced by building certificates issued by said Building Committee, plus interest as set forth in said certificates and the record cost of any suit brought thereon.

(d) Distribution within each of the respective classes to be prorated within the said class, which said respective classes are to be paid in the order hereinbefore set forth.

(4) It is also ordered and decreed that leave is hereby granted to labor and material men claimants, unsecured creditors or contributors under building certificates to enter suit by mechanics Lien or otherwise and to reduce the same to judgment; but no execution to be issued on any said judgment as long as the Erdman Hosiery Mills are not in default under the contract hereinbefore referred to, nor until leave of Court to issue said execution shall first be had and obtained.

(5) The Erdman Hosiery Mills to pay the costs of this Proceeding

No. 2 - Feb. T. 1932 Continued from Page 13.

so far as now incurred, and/or any costs subsequently incurred by reason of any default by the Erdman Hosiery Mills in said Contract.

(6) In accordance with the averment of the instant petition and at the request of C. O. Norris, Receiver, the Court does decree that the Receiver has voluntarily withdrawn any claim for remuneration and expenses as long as there shall be no default under the terms of said contract with the Erdman Hosiery Mills; in the event of any said default without consequent increased duties of the Receiver, the Receiver to be entitled to such compensation for such additional duties as the Court may hereafter direct.

(7) It is further ordered and decreed that Claus Neff (a labor claimant and Chairman of the labor claimant's committee) and George Shaffer, (One of the largest voluntary contributors) be and are hereby appointed co-Receivers, with the said C. O. Norris, said three Receivers to enter into a joint Bond in the sum of Five thousand ($5000.00) Dollars, with securities to be approved by the Court, and upon said bond being filed the original Bond of C. O. Norris, Receiver to be cancelled. Wherever in this decree the word "Receiver" is used it shall be taken and deemed to mean the said three Receivers referred to in this paragraph. The said three Receivers to be in the same position in regard to compensation and expenses as heretofore referred to in this decree as applying to C. O. Norris, Receiver.

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

And now, Feb. 1, 1932 within bond is approved and in accordance with decree of Jan. 23, 1932 the former bond of C. O. Norris, Receiver be and is hereby cancelled & surrendered.

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

Feb. 19 - 1932 Petition & Order of Court Filed.

Order :- Now the 19th of February 1932 the foregoing petition having been presented & considered, the Court makes the following order :-

It is ordered & decreed that Claus Neff, George Shaffer and C. O. Norris Recrs. of Greenville Chamber of Commerce, a corp. be & they hereby are authorized & directed to waive & release any right, if any they have, or may hereafter have, against any machinery and/or equipment which is now in or which may hereafter be placed on the premises or in the buildings of the Greenville Chamber of Commerce of which they are receivers, by Robert Reiner Inc. under a bailment lease contract and/or contracts until such time as said machinery and/or equipment is paid for, such release being for any claim that Recrs. may have for rent, use, occupancy or balance of purchase money or otherwise against Erdman Hosiery Mills, Inc. or its successors with respect to the machinery described in the petition or any replacements thereof, additions thereto or improvements thereon, in so far as any claim or demand may be made against the same by the Receivers, their successors or assigns, or by those for whom they act in a representative capacity.

It is further ordered & decreed that that part of the contract authorized heretofore by the Court, between C. O. Norris et al, Recrs of Greenville Chamber of Commerce & Erdman Hosiery Mills, Inc., Reading :-

"The second party agrees that any machinery installed by it upon said premises shall not be removed until said Buildings are fully paid for except that the second party may make Replacements"

shall in no manner affect the rights of Robert Reiner Inc. its successors & assigns, under the bailment leases and/or conditional sales contracts mentioned & referred to in the Petition leading up to this decree.

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

March 14, 1932 - Master's Report and Testimony filed

Now, 14th March, 1932, the attached Master's report having been read and considered by the Court; the findings of the Master together with the recommendations not inconsistent with the decree of Court are confirmed by the Court, Ni Si, and absolutely unless exceptions within four days from this date. The Receivers are hereby further authorized and directed to pay the costs of this investigation and the costs to No. 2 February Term, 1932 In Equity. Said costs in both instances to be paid to John M. Urey, Esq.

See Masters Report at bottom of this Page

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

Now March 19 1932 No exceptions filed to Masters Report and same is confirmed absolute. By the Court, A R Chase P J

May 26, 1932 - Petition for leave to enter suit and order of court filed.

26th day of May 1932, petition of M. Kovach, H. M. Bloom and L. B. Kelly on behalf of themselves and others, parties plaintiff in a proposed bill in equity, submitted and considered, and said petitioners and their associates are hereby authorized to bring action against Chamber of Commerce of Curwensville and C. O. Norris, Clair Neff and George M. Shaffer, its Receivers; and to join them as parties defendant in the proposed bill in equity referred to in their petition. By the Court, A. R. Chase, P. J.

July 9, 1932 Petition and Decree filed

Now July 9, 1932 the petition of C. O. Norris, Clair Neff and George M. Shaffer, Receivers of Curwensville Chamber of Commerce, having been read and considered, and it appearing to the Court that it is to the interest of all the parties involved in the above entitled case that Erdman Hosiery Mills, lessee of the said Receivers secure the necessary Machinery for the successful operation of a hosiery Mills. it is hereby ordered and directed that C O Norris, Clair Neff, and Geo. M. Shaffer receivers execute release of landlords right of distress as required by Proctor & Schwartz, Inc., in connection with the sale of one Proctor Dryer, Model D, upon conditional sales contract to Erdman Hosiery Mills. By the Court A R Chase P J

Masters Report filed Mar. 14 1932

History of Curwensville Hosiery Mills

The Master finds by reference to the Bill in Equity filed to the above stated number that reference is made to previous hosiery mills which were established and operated in the Borough of Curwensville in addition to the one which was erected in 1931 under the supervision of the Curwensville Chamber of Commerce, and as the history of these mills is largely a matter of record it is now embodied in this report for the information of the Court.

On Feb. 3, 1930, Letters Patent were issued by the Governor of the Commonwealth of Pennsylvania to the Wagner Hosiery Mills and the Certificate of incorporation of the Wagner Hosiery Mills, which was recorded on March 5, 1930, in the Recorder's Office at Clearfield, Penna. in Corporation Docket No. 23 at page 540, shows that the incorporators were Richard Wagner of Clinton, Tennessee, and H. A. Hipps, C. O. Norris, J. Thomas Dale, and D. C. Griffith of Curwensville, Penna. each of whom subscribed for one share of stock of said corporation. On March 7, 1930, a deed was made from James L. Smith and Mary Eva, his wife, to this corporation for a lot sixty feet in width by one hundred and ninety feet in depth located in the Borough of Curwensville and having thereon erected a two-story brick store and office building, which deed is recorded in Deed Book No. 295 at page 542, the consideration therein stated is $20,000.00, and part of said consideration was a purchase money mortgage for $17,000.00 which was given to the

Continued on Page 16

May Term 1932

Edward J. Kelley	James L. Smith Mary Eva Smith	Feb 23. 1932 Petition for leave to ask for Mandatory Injunction filed.
		Now this 25th day of Jan. 1932 leave of Court is granted to bring a
Feb 23	"	petition for a Mandatory Injunction as prayed for. By the Court. A. R. Chase P.J
	Chamber of Commerce of Curwensville. Pa its officers and	Feb 23. 1932 Petition for Mandatory Injunction filed. praying for relief as follows
Arwed &	Members and individuals	That the Defts may be compelled by a Decree of your Honorable Court to put
Smith	including.	the said premises covered by Mortgage
	W. C. Erdman	in such repair and condition as they
	H. J Thompson	were before the taking of the parts of the
	C. O. Norris	building mentioned herein, by restoring
	H. G. Gates	said parts of building in the same
	Thomas Dale	places and same condition as it was
	individually	before the taking.
	C. O. Norris	That the said Defts be likewise
	Clair Neff and	restrained from taking and removing
	Thomas Dale	any part of said building covered by
	Receivers.	Peffs Mortgage.
	Curwensville Chamber	Such other equitable relief as the
	of Commerce	nature of the Case will require.
		James L Smith
		Mary Eva Smith
Pro by Atty C/K 12/1.6 2.50		March 1 - 1932 - Petition for amendment + Order of
" 1.00		Court filed. Order: Now this 29th day of Feb. A.D.
" .50		1932 on reading the petition + agreement of counsel,
sff. mcC 2.50		attached hereto, it is ordered + decreed that
Cro. .50		Thomas Dale be eliminated as one of the Curwensville
" .60		Chamber of Commerce + the name of George Shaffer
" 1.50		substituted as said receiver + party defendant.
" .50		By the Court. A. R. Chase. P. J.
Sh 1.00		March 5 - 1932 - Arnold + Smith, attys. enter their
10.60		appearance for each of the individual Defts. + for the
Apr-30-1936 Rec'd of		said Reps. of Cur. Chamber of Commerce - by paper filed.
adm. of J. L. Smith Est.		Mar. 8 - 1932 - writ Returned served personally on W. C. Erdman,
$10.60 Costs in full		Thomas Dale, Harry Gates, C. O. Norris, + Howard Thompson by handing
W. Shallenberger Pro.		to Each of them a true + att. copy of the within Ext. + making known
		unto Each of them the contents thereof. Service on C. O. Norris Rep. by
		handing to him personally a true + att. copy of writ + making known
		unto him the contents thereof. S. A. Pro C. McC. Sheriff
		Mar. 23 - 1932 - Answer Raising Preliminary Objections
		of Law filed - with service accepted Mar 26 - 1932 by Ed. J. Kelley.
		May 20. 1932 On June argt List
		Aug 12. 1932 Opinion of M. Ward Fleming P.J filed
		And Now. Aug 10. 1932 the preliminary objections
		are sustained and the Bill and petition dismissed
		at the cost of the Plaintiffs. By the Court
		M. Ward Fleming. P.J 46th Judicial Dist Specially presiding
		And Now Aug 10. 1932 an exception is noted + Bill sealed
		for the Peffs. By the Court. M Ward Fleming. P.J 46th
		Judicial Dist. Specially presiding.

St 8-13-32 Pd atty

Contd from Page 15 — Curwensville Water Co. vs. Curwensville Chamber of Commerce

grantors on said date and is recorded in Mortgage book No. 89 at page 562. On July 22, 1930, the Wagner Hosiery Mills, a corporation, made, executed and delivered to C. O. Norris a deed of trust or mortgage as security for a bond issue of $70,000.00, which said mortgage is recorded in Mortgage Book No. 90 at page 240, and covers the property which was conveyed by James L. Smith and wife to the Wagner Hosiery Mills. The testimony of J. Thomas Dale shows that $42,865.00 was raised from the sale of these bonds and the money was all used by the corporation known as the Wagner Hosiery Mills or its successor, as the name of the Wagner Hosiery Mills was changed to Curwensville Hosiery Mills, Inc., as will appear by reference to a certificate for change of name dated Jan. 8, 1931, and recorded at Clearfield, Penna., in Corporation Docket No. 27 at page 15. The testimony also shows that Mr. Richard Wagner was the General Manager of the plant known as the Wagner Hosiery Mills, but his management turned out to be unsatisfactory from a financial standpoint and Mr. Charles A. Stevens of Reading, Penna., was placed in charge of the plant and all of the common stock of the corporation was given to him for the sum of $1.00. This man then hit upon a scheme to get rid of $42,865.00 of bonds and succeeded in persuading the bondholders to surrender their bonds, according to J. Thomas Dale, for preferred stock with the exception of $2900.00 in par value which were not taken up, but that Richard Wagner now holds $2700.00 of these bonds, H. Crownover $100.00, and a man by the name of Hawk the other $100.00. It is also explained that this cumulative preferred stock was issued, that notices were mailed to all subscribers to call at the Curwensville State Bank for their stock and receive the certificates, but that some of the certificates are still uncalled for. The witness states that approximately 15 people have not called for this stock. It also appears that when this transfer was made by which the bonds were wiped out and the preferred stock substituted in place thereof that $13,000.00 of floating indebtedness was disclosed and that this indebtedness was assumed by approximately 36 people. Mr. Stevens then continued the operation of the plant, but assets failed and went bad and the project was simply abandoned by him and finally resulted in a Sheriff's sale which took place under an execution issued on a judgment entered on a note given by the Curwensville Hosiery Mills to D. C. Griffith, C. O. Norris, H. A. Hipps, and J. Thomas Dale and assigned to the Curwensville State Bank. This judgment was entered to No. 220 Feb. T. 1932, on the note for $9,000.00 and an execution was issued to No. 26, February Term, 1932. The Sheriff made return on January 11, 1932, that the personal property of the defendant had been sold for $600.00 under this writ, but the writ shows an appropriation of $439.05 to the debt and a receipt was entered for that sum by the attorneys for the plaintiffs in the writ by the acknowledgment of a credit, and while the return on the writ does not show the actual amount paid, an entry on Execution Docket No. 7 at page 252, in the Sheriff's office shows that Erdman Hosiery Mills paid $160.95 which was appropriated to the costs, a claim of Ed McLaughlin and the corporation taxes. The testimony shows that this sale was made by the Sheriff after he had listed the personal property on his bills which had been posted, and no irregularities appear except the receipt for the $439.05 and the payment of the $160.95 by Erdman Hosiery Mills, as the testimony

Continued on Page 23

May Term 1932

Liveright + Smith	Frederick B. Kerr	Feb 24 1932 Bill in Equity filed praying that a Receiver be appointed.
		Feb 24 1932 service of within Bill in Equity accepted on behalf of Deft by Edward T. Kelly atty
Feb 24	4	Feb 24 1932 Def't bond in sum of $2000.00 filed with Aetna Casualty + Surety Co. as Surety and approved By the Court. A. R. Chase P.J
	Potts Run Coal	Feb 24 1932 Affidavits of J. Lewis Irwin and
Edward T. Kelley	Company	Walter Hopkins for Receivership Bill filed
		Decree appointing Receiver
		Feb 23 1932 upon Consideration of Bill in Equity and the accompanying affidavits, and on motion of Liveright and Smith Solicitors for Complainant, the plaintiff having given security in the sum of Two Thousand Dollars it is ordered and decreed:
		(1). That Frederick B. Kerr and Ed. T. Kelley be, and they hereby are appointed Receivers of all the assets, property, franchises, rights and privileges of whatsoever kind of Potts Run Coal Company, with power to take, hold, demand, receive and collect all the funds, assets, and property belonging to Potts Run Coal Company, 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 corporation, as well as Potts Run Coal Company itself, is hereby directed forthwith to pay, deliver and assign all money, securities, assets and property of every kind of said Potts Run Coal Company, to said Receivers; and the said Receivers are hereby empowered to bring, prosecute and defend all suits at law or in equity, which in their judgment may be necessary for the protection and/or the preservation of the property and interests under their control and care
		(3). That said Receivers be, and they hereby are authorized to purchase material and to employ labor to carry on the business of Potts Run Coal Company, and to make such commitments and contracts in respect thereof as they shall deem advisable.
		(4). That upon security being entered by said Receivers as required by law, the defendant, its agents and employees and all persons else are hereby enjoined from retaining or taking possession of the money, property, franchises, rights, privileges or other assets of Potts Run Coal Company; or in any wise dealing therewith; or in molesting or interfering with the full and absolute possession or control thereof by said Receivers, by suit or otherwise; or from maintaining and/or continuing any suit at law or in equity, or issuing and/or continuing any execution, warrant of distress or collection process, or any writ or processes in the nature thereof, without first obtaining leave of this Court.
		(5). That security be entered by said Receivers in the sum of Ten Thousand ($10,000.00) Dollars to be approved by the Court.
		(6). That said temporary receivership continue for a period of days from the date of this decree and thereafter from time to time as the Court shall further decree.
		(7). That the 14th day of March at ten o'clock A.M. in the Court Room, at Clearfield, Pennsylvania, is fixed as the time and place for hearing on said receivership and the continuation thereof; and the Receivers are directed to give notice to all officers, directors, stockholders and known

Pro By Reff atty 2.50 (OK 1881)
" 2.00
" .50
" .50
1/29/35 " 1.00
3-4-35 " 1.00
3/4/35 " 1.00
3/15/35 " Cert of Judgts 1.00
" .50
8/20/37 " .50
" 1.00
" 1.00
" .50
apr 8. 1941 " Sd. By Reff 4-15-41 2.50 (OK 1882)
Pro. 7-17-48 .50 all the funds, assets,
Pro 4-24-42 1.00 in the hands of any
Pro 6-4-42 .50 account to the court for the
" 1.00
" .50
" 1.6-17-43 .50
.50
St 7/19/43 Pd 21.00
Pro 9/19/43 Pd 4-11-44 1.00
" .50

Aug 31 1943, Rec'r of Cafe & costs - Fred Thompson, Jr. Atty 2.50; Reff, 2.50; Pro, 1.00; Sheriff 2.00; Harold McFadden, Crs 10.00; Fred Thompson, Jr. Atty 4.32; Sheriff McFadden 16.88; Atty Fitzgerald 17.30; Clearfield Standard Co. 10.00; Prothonotary 1.00; Sheriff 1.00; Total Paid 21.00

Pro By Reff 8/13/46 1.00
Pro By Boulton 5-7-47 1.50
Pro " 1.50
Pro " .50
Pro 6-4-47 .50
Pro 6-23-47 .50
Pro " .50
Pro " .50
Pro "

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.

Feb 24, 1932. Receivers' Bond filed and approved.

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

Feb 24, 1932. Defendant's answer filed.

Mar 17, 1932. Plaintiff's requests for findings of fact filed.

March 14, 1932, this case came on to be heard upon Bill of Complaint and answer thereto, and upon testimony taken in open court on hearing held March 14, 1932, to determine whether the temporary receivership heretofore created should be made permanent; and it appearing that notice in due course had been given by Frederick B. Kerr and Edward F. Kelley, temporary Receivers, to all stockholders, bondholders and general creditors, and to the several taxing authorities, of the time and place of hearing, and counsel for unnamed creditors having been present and participated in the hearing by cross-examination of the plaintiff, and having made no objection to the permanency of the receivership,

It is ordered, adjudged and decreed as follows:

(1). The Court finds the facts to be as they are set forth in the Request for Findings submitted by counsel for the plaintiff with the same force and effect as if in this decree set out in extenso.

(2). Frederick B. Kerr and Edward F. Kelley, of Clearfield, Pennsylvania, are hereby appointed Receivers of Potts Run Coal Company, the defendant, and of all the property owned, leased, operated, or otherwise held by it; and of all the real and personal property of said Potts Run Coal Company, of whatever kind and wheresoever situated, including all lands, coal rights, leaseholds, machinery, equipment, fixtures, tools, books of account, money, debts, 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; and all other property and/or estate of said defendant, whether herein enumerated or referred to, or not.

(3). Said Receivers are hereby authorized and empowered to operate the No. 3 mine of the defendant and to exercise the authority and franchises of said corporation; to preserve its property in suitable condition and repair; to protect the title and possession thereof; and to employ such persons and to make such payments and disbursements as may be needful and proper in so doing.

(4). The said Receivers are hereby authorized and empowered to collect the income and profits of said coal mine and property and to make proper payments therefrom on account of necessary running expenses; to pay therefrom and from other approved sources sums that shall become due for labor, materials, power, supplies, charges and expenses, done, bought or incurred by said Receivers, about the operation and for the use of defendant and of said mine.

(5). It is further ordered that a bond of said Receivers in the sum of Ten Thousand, Thousand Dollars 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 shall abide by and perform all things which they shall be directed to do, be filed in the office of the Prothonotary of Clearfield to supersede the bond filed by them as temporary Receivers.

(6). Said Receivers are directed to keep account of all sums received by and paid out by them on account of defendant corporation; and they are hereby authorized to employ such agents, assistants and counsel as may be necessary in their judgment for the effectual discharge of their duties under this order.

(7). Said Receivers are directed within thirty days from the date of this order, to 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 values for the benefit of those interested.

Continued on Page 24. 55-62-85-396-400

May Term 1932

Liveright + Smith	Frederick B Kerr		Feb 24 1932 Bill of Complaint filed praying that a Receiver be appointed.
			Feb 24 1932 service of within Bill of Complaint accepted on behalf of Deft by Edward T Kelly
			Feb 24 1932 by paper filed Edward T Kelly atty for Deft atty enters his appearance for Deft
Feb 24	5		Feb 24 1932 Peffs Bond filed in sum of $2000. with Aetna Casualty & Surety Co. Surety
Edward T. Kelley	Boardman Coal Mining Company		and approved by the Court A R Chase P.J.
			Feb 24 1932 affidavits of J Lewis Irwin and Walter Hopkins for receivership Bill filed
			Decree appointing Receiver.
	Pro by Peff atty CR 1951	2.50	Feb. 23, 1932., upon consideration of bill in equity and
	"	2.00	the accompanying affidavits, and on motion of
	"	.50	Liveright & Smith, Solicitors for complainant, the
3/4/35	"	1.00	plaintiff having given security in the sum of Two
	"	1.00	Thousand ($2000.00) Dollars, it is ordered and decreed:
	"	1.00	(1) That Frederick B. Kerr and Ed. T. Kelley be
	Pro.	.50	and they hereby are appointed Receivers of all the
5-20-42	Pro	1.00	assets, property, franchises, rights and privileges of
4-24-42	Pro	1.00	whatsoever kind of Boardman Coal Mining Company,
6-4-42	Pro	.50	with power to take, hold, demand, receive and
6-11-42	Pro	1.00	collect all the funds, assets and property belonging
~~11-4-46~~	"	.50	to Boardman Coal Mining Company, or in the
11-6-46	"	5.00	hands of any debtor, agent or depositary of said
1-14-47	"	.50	defendant, and to account to the Court for the same.
6-5-47		1.00	(2). That any debtor, agent, or depositary of
9-2-47 Auditors Report		2.00	said named corporation, as well as Boardman
9-2-47 Ret. of Recv. or of Dir of Recvr		.50	Coal Mining Company itself, is hereby directed
9-11-47 affi Serv.		.50	forthwith to pay, deliver and assign all money,
9-11-47 Final Decree		1.00	securities, assets and property of every kind of
9-13-47 Receipt		.50	said Boardman Coal Mining Company, to said
9-19-47	Pro	1.00	Receivers; and the said Receivers are hereby empowered
9/25/47 Receive & payment of fees & costs John M. Avery	John M. Avery, Aud.	50.00	to bring, prosecute and defend all suits at law
	Fred Thompson	5.00	or in equity, which in their judgment may be
	Clfd Prog.	7.00	necessary for the protection and/or the preservation
	City Stand Co.	7.00	of the property and interests under their control and care.
		95.00	(3). That said Receivers be and they hereby are
Oct 1. 1947. Recd of Boulton + Boulton Attys: costs Peff Atty 2.50. Pro. 23.00 Total 26.00			authorized to purchase material and to employ labor
			to carry on the business of Boardman Coal Mining
			Company, and to make such commitments and
	Marie O. McFadden		contracts in respect thereof as they shall deem
			advisable.
			(4). That upon security being entered by said
			Receivers as required by law, the defendant, its
			agents and employees and all persons else are hereby
			enjoined from retaining or taking possession of the
			money, property, franchises, rights, privileges or
			other assets of Boardman Coal Mining Company; or
			in any wise dealing therewith; or in molesting or
			interfering with the full and absolute possession or
			control thereof by said Receivers, by suit or
			otherwise; or from maintaining and/or continuing
			any suit at law or in equity, or issuing and/or
			continuing any execution, warrant or distress 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 Receivers in the sum of Five Thousand ($5000.00) Dollars to be approved by the Court.

(6). That said temporary receivership continue for a period of days from the date of this decree and thereafter from time to time as the Court shall further decree.

(7). That, the 14th day of March at ten o'clock A.M. in the court room, at Clearfield, Pennsylvania, is fixed as the time and place for hearing on said receivership and the continuation thereof; and the Receivers are directed to give notice to all officers, directors, stockholders 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.

Feb. 24, 1932. Receivers' Bond filed and approved.

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

Feb. 24, 1932. Defendants answer filed.

Mar. 17, 1932. Plaintiff's requests for findings of fact filed.

March 14, 1932, this case came on to be heard upon Bill of Complaint and answer thereto, and upon testimony taken in open court on hearing held March 14, 1932, to determine whether the temporary receivership heretofore created should be made permanent; and it appearing that notice in due course had been given by Frederick B. Kerr and Edward F. Kelley, temporary Receivers, to all stockholders, bondholders and general creditors, and to the several taxing authorities, of the time and place of hearing, and counsel for unnamed creditors having been present and participated in the hearing by cross-examination of the plaintiff, and having made no objection to the permanency of the receivership.

It is ordered, adjudged and decreed as follows:

(1) The Court finds the facts to be as they are set forth in the Request for Findings submitted by counsel for the plaintiff with the same force and effect as if in this decree set out in extenso.

(2). Frederick B. Kerr and Edward F. Kelley, of Clearfield, Pennsylvania, are hereby appointed Receivers of Boardman Coal Mining Company, the defendant, and of all the property owned, leased, operated, or otherwise held by it; and of all the real and personal property of said Boardman Coal Mining Company, of whatever kind and wherever situated, including all lands, coal rights, leaseholds, machinery, equipment, fixtures, tools, books of account, money, debts, 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; and all other property and/or estate of said defendant, whether herein enumerated or referred to, or not.

(3). Said Receivers are hereby authorized and empowered to preserve defendant's property at or connected with its No. 4 mine in suitable condition and repair; to protect the title and possession thereof; and to employ such persons and to make such payments and disbursements as may be needful and proper in so doing.

(4). Said Receivers are hereby authorized and empowered to collect any income of and from defendant's property and to make proper payments therefrom, and from other sources, of all sums that shall become due for labor, material, supplies, charges and expenses, done, bought or incurred by said Receivers, about the preservation and necessary upkeep of defendant's mine and premises.

(5). It is further ordered that a bond of said Receivers in the sum of Five Thousand Dollars to be approved by the Court, conditioned that they shall

Continued on next page (22).

No. 5 May T. 1932 - Continued from page 21.

well and truly perform the duties of their office, and duly account for all moneys or property that may come into their hands, and shall abide by and perform all things which they shall be directed to do, be filed in the office of the Prothonotary of Clearfield County to supersede the bond filed by them as temporary Receivers.

(6). Said Receivers are directed to keep account of all sums received by and paid out by them on account of defendant corporation; and they are hereby authorized to employ such agents, assistants and counsel as may be necessary in their judgment for the effectual discharge of their duties under this order.

(7). Said Receivers are directed within thirty days from the date of this order, to 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.

(8). Ross A. Lambert of Clearfield and William Burns of Hontzdale are appointed appraisers, with direction immediately to inventory and appraise all the assets which shall or may come into the hands of the Receivers, and to make report thereof to this Court.

(9). 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 Receivers, or with their 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.

(10). It is further ordered that said Receivers give written notice by ordinary mail to all known stockholders and/or creditors of the defendant, Boardman Coal Mining Company, of the fact of their appointment as permanent Receivers; and in such notice that they request said creditors promptly to file their verified claims against the defendant with them, the Receivers.

(11). The powers hereby given to the Receivers are subject to their enlargement or dimmunition, or to their continuance as the case may be upon motion of the Receivers; with leave for parties interested to intervene as prescribed by the Rules of Equity Practice.

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

April 25, 1932 - Leave granted Recivers to file report.

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

April 25, 1932 - Report of Receivers filed.

Mar 4 1935 Receivers Petition in respect of Capital Stock of the Boardman Coal Company of Hartford, Conn. & Order of Court.

Feb 16 1935 Petition of Frederick B. Kerr and Edward J. Kelley, Receivers of Boardman Coal Mining Company submitted and considered and It appearing to the court that its purposes are lawful.

It is ordered adjudged and decree as follows. That petitioners be, and they hereby are, on the condition next herein mentioned, authorized and empowered to surrender to the Potts Run Coal Company for delivery to the Boardman Coal Company of Hartford, Conn. stock certificates issued by that corporation to Boardman Coal Mining Company representative of 175 shares of the preferred stock and of 175 Shares of the Common stock of said Connecticut Corporation.

The Condition of such authorization is that said stock be used in Connection with a compromise of the Claims of Potts Run Coal Co. against the Boardman Coal Company of Hartford, Conn. and that upon final delivery of such stock to said Conn. Corporation Boardman Coal Mining Company be allowed a credit of Ten Hundred Fifty (1050.00) Dollars upon its indebtedness to Potts Run Coal Co.

By the Court W. Wallace Smith P.J.

Feby 19 - 1936 - Boulton & Boulton enter appearance for Mary Agnes Boulton.

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shows that the property was purchased in the name of H. A. Hipps who was an endorser on the note.

The persons who were interested in the hosiery business in the Borough of Curwensville were not discouraged with the outcome of this venture and on or at about the 31st day of July, 1931, the Curwensville Chamber of Commerce appointed H. J. Thompson, C. O. Norris, H. G. Gates, S. F. Ulrich and J. Thomas Dale a building committee to obtain a site and erect a building in the Borough of Curwensville to be used as a factory by the Curwensville Hosiery Mills. A subscription agreement was drawn up and circulated to raise the funds for this purpose, and notwithstanding the fact that $42,865.00 had been invested by the people of the community in the bonds of the Wagner Hosiery Mills and stock which proved to be worthless had been substituted in place thereof, subscriptions to this new venture were secured to the amount of $32,100.00 and $16,146.23 of the amount subscribed was actually paid in. The new mill has been constructed by the Chamber of Commerce and the Master has been appointed to determine the liabilities and such other matters as the Court may be required to pass upon in determining whether an order shall be made for the sale of this new mill to the corporation known as Erdman Hosiery Mills.

The price for which the property is agreed to be sold by C. O. Norris, Receiver for the Chamber of Commerce, and purchased by the Erdman Hosiery Mills has been stated in the contract to be the actual cost of the purchase, erection and equipment of said property as it stood immediately prior to the date of the receivership, and as the Receiver in his petition to the Court for the order of sale has stated that the purchase price should be distributed first to the wage claims and interest, second to the claims for materials and interest, and third to the payment of the notes given by the Building Committee of the Chamber of Commerce and interest and to the contributors to the fund and all other creditors with interest on their contributions and claims, the Master has taken up the matters for investigation in that order and will classify the same as labor claims, claims for materials and supplies and claims of general creditors.

Labor Claims: A great many of the labor claimants itemized their claims, made affidavits to the same and lodged the claims with Mr. C. O. Norris, the Receiver, and the Master checked up on these claims with the receiver and with Miss Ruth Shearer who kept the books of accounts and records of labor claims in the construction of the hosiery mill, prior to the hearing on February 26th, 1932, and at that hearing these claims were rechecked and approved by the Receivers. At the hearing in Curwensville at the Curwensville Water Company office on February 26th, a bill for $26.00 was presented by John A. Dale, Justice of the Peace, for preparing labor claims and taking affidavits to the same, and it was agreed by the creditors and the receivers at the hearing that this claim be included with the labor claims, and be classified as such. At the adjourned hearing in Clearfield on February 27, 1932, a bill was presented by C. O. Norris for General Manager's services in the construction of the hosiery mill from August 9, 1931 to December 1, 1931, covering a period of 3 and 9/30 months at $125.00 per month amounting to $412.00. This claim was verified by the claimant and has been included among the labor claims.

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No. 4 May T. 1932 - Continued from Page 19.

(8). Ross A. Lambert of Clearfield and Wm. Burns of Houtzdale are appointed appraisers, with direction immediately to inventory and appraise all the assets which shall or may come into the hands of the Receivers, and to make report thereof to this Court.

(9). 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 Receivers, or with their 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.

(10). It is further ordered that said Receivers give written notice by ordinary mail to all known stockholders and/or creditors of the defendant, Potts Run Coal Company, of the fact of their appointment as permanent Receivers; and in such notice that they request said creditors promptly to file their verified claims against the defendant with them, the Receivers.

(11). The power hereby given to the Receivers to carry on the business of Potts Run Coal Company as a going concern shall continue until the 1st day of October, 1932, with leave for parties interested to move from time to time for a continuation of such order for other fixed periods, in accordance with the provisions of Rule 45 of "Rules of Equity Practice."

(12). It is further directed that this order to continue the business of the defendant is subject to the right of the Court to terminate it upon appropriate petition in that behalf made by the Receivers if they shall for valid cause so elect.

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

April 25, 1932 - Leave granted Receivers to file report.

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

April 25, 1932 - Report of Receivers filed.

Jan. 17, 1935 Receivers Petition for leave to join in institution of Involuntary Bankruptcy proceedings and Order of Court filed.

Jan 17 1935 the foregoing petition of Frederick B. Kerr and Edward J. Kelley Receivers of the Potts Run Coal Company, presented and considered and thereupon, the Court being satisfied of the merits thereof. It is ordered and decreed that the said Receivers be, and they are hereby, authorized and empowered to join in and otherwise to participate in the petition or petitions, or in other proceedings, to have the Boardman Coal Company, of Connecticut, adjudicated bankrupt; and in that behalf to take such steps and execute such papers as may be pertinent and appropriate, without further order of the Court in the premises. And said receivers are authorized to charge their necessary expenses incurred in the foregoing behalf against the receivership estate. By the Court, W. Wallace Smith P.J.

Jan 29 1935 Petition of Frederick B. Kerr and Edward J. Kelley Receivers filed

Order of Court Now, Jan 28, 1935, the within Petition having been considered it is hereby ordered and directed that Frederick B. Kerr and Edward J. Kelley Receivers of the Potts Run Coal Company, be and they are hereby authorized and directed to make, execute and deliver a deed to Frederick B. Kerr for the premises conveyed by the said Frederick B. Kerr and wife to Potts Run Land Company by deed dated Nov. 13, 1917, said Conveyance to be free and clear of any and all liens against the Potts Run Coal Company or the Potts Run Land Company.

It is further ordered and directed that said deed contain a stipulation providing that all sums due and owing for said lots on articles of agreement heretofore made by the Potts Run Coal Company with the respective purchasers of said lots, be paid to and received by the Receivers of the Potts Run Coal Company.

It is further ordered and decreed that the title to all lots for which deeds have already been given and the purchase price fully paid is vested in the respective deeds from Frederick B. Kerr and wife previously given by the said

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At the same hearing a bill was presented by Harry G. Gates for services rendered from August 5, 1931 to Dec. 1, 1931 in construction of hosiery mill for Curwensville Chamber of Commerce amounting to $325.00 and this bill states that it covers services acting as Purchasing Agent, cash paid for telephone calls and stamps and labor while the plant was being erected. Mr. Gates testified that $200.00 of this claim was for labor actually performed in the construction of the hosiery mill and that amount has been allowed as a labor claim and the balance of $125.00 has been included among the claims of the general creditors. At the hearing in Curwensville on February 26th, Mr. J. Thomas Dale was called as a witness and testified that he had a claim for $1349.24; that part of the claim was for labor claims paid by him amounting to $659.20 and that the balance represented hotel bills and other items amounting to $690.04, and at the hearing in the office of the Master in Clearfield on February 27th Mr. Dale presented his claim in two parts and testified that the amount paid out for labor as shown by his itemized statement was $860.20 and this amount has been included among the labor claims and the balance of Mr. Dale's claim amounting to $487.04 has been classified among the claims of the general creditors. The Master, therefore, finds that the claims for labor on the property up to January 6, 1932, the date of the appointment of the Receiver, are as follows:

Names	Amounts
L. F. Bastell	$ 4.00
H. G. Bell	108.40
Frank Bennett	291.00
Clyde Bennett	18.15
Paul Bickford	172.80
Floyd Borger	24.50
Ray Borger	25.00
Willard Brown	65.30
Albert Cassidy	94.95
William Coulter	9.75
F. F. Conklin	91.35
John A. Dale	26.00
Frank Duttry	339.30
Curtis Devore	83.50
Lloyd Duttry	39.30
Opie Duttry	83.40
Harry Fisher	69.00
Alex Frankhouser	80.50
Frank Frantz	178.50
Walter S. Fullerton	279.30
H. M. Fye	108.00
Dorse H. Hamilton	108.10
Frank A. Hagley	71.36
H. H. Hardlock	229.25
Frank Hadden	277.00
Alex Hagley	116.25
William F. Hagley	82.00
Wayne Halton	117.25
E. V. Holt	62.21
D. H. Hoover	275.20
Alton Hummel	86.00
Dewey Hummel	45.60
George Jones	7.00
C. Victor Kirk	19.75
Vern Long	6.29
Henry Marshall	15.90
Jack Mallon	139.10
Hugh Mallon	104.80
Dominick Martinak	19.25
Percy Maurey	28.85
George Mayersky	181.68
Ansley Medley	58.80
James E. Milliron	491.00
Frank McLaughlin	116.60
James McLaughlin	100.00
Clair J. Neff	379.05
Thomas Neff	5.40
Joe Orlando	186.55
Henry Passeralli	169.75
Dewey Passeralli	45.98
A. A. Passeralli	169.75
R. C. Peoples	60.00
E. E. Pratt	5.40
Joe Papco	71.55
A. G. Rader	111.82
Harry Rhodes	43.65
Kenneth Robison	198.30
Elmer Rowles	163.35
R. A. Russel	16.00
George M. Shaffer	202.50
Harry Shaffer	79.20
Ruth A. Shklaret	68.37
Lloyd Swatsworth	18.90
Ed Tenzon	136.85
Gabriel Tkacik	29.40
Joe Vanyo	38.40
Abe Whitaker	60.55
Clair Whitaker	64.35
M. C. Winslow	251.60
Kenneth Wright	41.85
South Side Garage	6.00
C. O. Harris	412.00
Harry G. Gates	200.00
J. Thomas Dale	860.20
Total	$ 9,048.04

Claims For Materials And Supplies Which Became A Part of the Plant

The Master found that a large number of claims for materials and supplies had been sworn to and lodged with the Receiver, but upon checking up on these bills it was discovered that many of them covered items which were not the subject of mechanic's liens and in this classification only such claims are included as are properly the subject of mechanics' liens as the petition for the sale indicates that it is the opinion and desire of the Receiver to pay the labor claims and the claims of materialmen before the general creditors. The claims for materials and supplies which became a part of the plant and were installed in the same on or before the 6th day of January, 1932, are as follows:

Names	Amounts
Alberene Stone Co.	93.75
Ames Iron Works	182.00
Bennington Electric Co.	31.46
Breindy Bros.	5.00
Burn Boston Battery Works	21.60
Bushnell Machinery Co.	332.00
Clfd. Hardware Co.	2100.20
Curwensville Furniture Co.	12.00
Clfd. Machine Co.	172.18
Cassidy Coal Co.	28.40
Clfd. Millwork + Lumber Co.	34.56
Curwensville Water Co.	944.90
Curwensville Heating + Plumbing Co.	189.39
Electric Supply Co.	2211.15
E. M. Fullington & Sons	202.20
Gates Hardware Co.	4384.07
Gearhart Lumber + Supply Co.	1847.88
Glocklet, Bernard	55.00
Griffith, Custer Steel Co.	3306.60
Gilfinnell Company	1051.36
E. Keller Co.	3046.18
N. American Refractories Co.	333.66
J. B. Landon	6.00
Lynn Coal Co., R. H. Lynn	1612.65
Merit Dyeing Co.	2500.00
Sandri-Lesher Lumber Co.	2441.51
The Sims Company	260.00
Taylor Instrument Co.	3.51
Tkacik, Gabriel	14.79
Whitaker Hardware Co.	361.03

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September Term 1932

Edward T. Kelley, Executor + Smith	William Barr, Harry Bilger, Wolfe Edmiston Co., H. M. Bloom, Letterio Errigo, Mrs. R. Milani, Claude Bloom and Harry Smith, trading as Bloom's Cash Market, M. Kovach, Joseph Zemba, Mrs. L. W. Spencer, Clair J. Neff, Chester Smith, L. B. Kelly, Walter Bauman, Philip Wellgus, John Spela, Peter Dehuse, John Call, Sam Marafrise, Joe Hercanfka, Perry Bowman, Pete Grande, Andy Paula, Mike Catalino, Angelo Catalino, Mike Kavala, Freeman Belone, Pete Klusach, I. Kantar + Sons, Eli M. Kark, Dunch Marabete, John Lash, Edith M. Robison, George J. Myriske, Verne Bloom, Lewis B. Williams, John Kunsacke, Mrs. Gertrude Powell, Mrs. Alton Hummell, Mrs. Maude Olson, Mrs. Kazimar Kroupelak, Mrs. T. M. Crownover, Mike Gats, J. L. Dotts, Owen Jones, Stewart Jones, Josephine Thompson, Mrs. Grace Adams, Guy Yacaucci, Dominic Yacabucci, James L. Smith, James Wolpe, Arch Davidson, George Scott, Lawrence Grant, Kay Wrigley, Loyal Order of Moose No. 268, Jos. Bartell and William Bartell, trading as Bartell Brothers, Plaintiffs	J. Thomas Dale, and D. C. Griffith, Curwensville, Pa., individually, Curwensville Hosiery Mills, Inc., a corporation, Chamber of Commerce of Curwensville, a corporation in the possession of C. O. Norris, Clair Neff and Geo. M. Shaffer, Receivers, B. & S. Erdman Hosiery Mills, a corporation, W. C. Erdman, H. J. Thompson, C. O. Norris, W. G. Gates and J. Thomas Dale, as stockholders of Erdman Hosiery Mills, W. A. Hipps, as President of Chamber of Commerce of Curwensville, Defendants	May 26, 1932 - Bill in Equity filed. 24 copies certified to the Sheriff. The complainants pray the Court as follows: (a) To require the defendants, or such of them as shall be thereunto liable, to render an account to the complainants of the proceeds of the bonds subscribed and paid for by the complainants, as outlined in the Bill of Complaint. (b) To order and direct that the equipment and machinery described in the Bill is and shall be impressed with a trust in favor of the plaintiffs in proportion that their respective bond purchases bear to the payments made upon said equipment and machinery to Textile Machine Works. (c) To order and direct that the equity of the plaintiffs in said equipment and machinery be prior and senior to all other equities except the equity of those in similar case or situation, and on the same footing with them. (d) To enjoin and restrain the defendants from removing said equipment and machinery, or any part thereof, from its present location until notice of intention so to do shall have been given to the plaintiffs and until an order of the Court authorizing such removal shall have been made. (e) To enjoin and restrain the defendants, or such of them as may be subject to such decree, from in anyway harming or injuring said equipment or machinery, or any part of it, or permitting it to deteriorate or depreciate. (f) To order and direct that the stockholders of Erdman Hosiery Mills pay the deficiency upon their stock subscriptions so that the capital of said corporation may constitute a trust fund for plaintiffs and others in like situation. (g) To order and decree that all the defendants purporting to have any equitable right or rights
Pro.	2.50		
"	1.00		
Sheff. McCl.	12.10		
Co.	1.00		
"	1.00		
"	.50		
"	.50		
"	.50		
"	6.00		
"	1.50		
	.50		
	.50		
	1.00		
	23.70		
Pro. Decree	12.00		
	$35.70		
Feb 15, 1935 Rec'd of M. Kovach $35.70 all of above Costs.			
W. R. Gallagher, Pro			
May 26	1		
B. & S. Arnold + Smith	W. A. Hipps, C. O. Norris,	Mar. 15, 1938 Rec'd + deliv'd Atty direct satisfaction of Judgment + Execution Docket Mar. 15, 1938 Judgment stricken off by W. R. Gallagher, Pro	

April 22, 1939 Writ of Execution & Judgment against all of the above Plaintiffs Bell, Silberblatt & Wood Attys for Defendants

in said equipment and machinery hold said right and/or title for the benefit of the plaintiffs and those in like situation with them until their equity shall have been worked out.

(h) To enjoin and restrain the individual defendants, W. C. Erdman, H. J. Thompson, C. O. Norris, H. G. Gates and J. Thomas Dale, or any of them from applying any property or equity in the machinery and equipment hereinbefore described and identified as payment of or upon or toward liquidation of their obligations for their unpaid subscriptions to the capital stock of Erdman Hosiery Mills.

(i) To modify the part of the contract between the Receivers of Curwensville Chamber of Commerce and Erdman Hosiery Mills, hereinbefore quoted, to the end that plaintiffs may be in position more fully to assert their equities in respect of said equipment and machinery.

(j) Such other and further relief as may be appropriate, applicable and just.

Edward T. Kelley and Liveright & Smith
Solicitors for Plaintiffs.

Now June 7 - 1932 - Issued Bill in Equity personally on W. A. Higgs, C. O. Norris & D. C. Griffith by copy; Issued on Curwensville Hosiery Mills Inc. by personal serv. on J. Thomas Dale sect by copies. Issued on Curwensville Chamber of Commerce by personal serv. on C. O. Norris, Pres. & W. A. Higgs, Sec. by 3 Copies. Serv. on Erdman Hosiery Mills Inc. by personal serv. on W. C. Erdman Sect. & H. G. Gates & J. Thomas Dale Stockholders by copies. Served on Howard J. Thompson Serv. of Erdman Hosiery Mills Inc by leaving 3 copies with adult member of family.

So Attest C. McCloskey Sheriff

June 7 - 1932 - By Copy filed Ed. T. Kelly & Liveright & Smith attys. Extend time for entering an appearance in above case until June 17 - 1932.

Now June 8 - 1932 Above Extension approved By the Court - A. R. Shoemaker J.

June 16 - 1932 - Bell, O'Loughlin & Silverblatt attys. By Paper filed enter their appearance for Erdman Hosiery Mills, Inc. & W. C. Erdman H. J. Thompson C. O. Norris, H. G. Gates, J. Thomas Dale, as stockholders of Erdman Hosiery Mills - Defts.

June 16 - 1932 - Bell O'Loughlin & Silverblatt attys. by Paper filed enter their appearance for W. A. Higgs C. O. Norris, J. Thomas Dale & D. C. Griffith individuals named individually as Defts.

June 20 1932 Preliminary Objections by Erdman Hosiery Mills and W. C. Erdman, H. J. Thompson C. O. Norris & J. Thomas Dale as stockholders of Erdman Hosiery Mills filed. service accepted June 18. 1932 by Liveright & Smith & Edward T. Kelley attys for Peffs.

June 20. 1932 Preliminary Objections by W. A. Higgs, C. O. Norris J. Thomas Dale and D. C. Griffith individuals filed service accepted June 18. 1932 by Liveright & Smith & Edward T. Kelley attys for Peffs.

June 21 - 1932 Preliminary Objections by W. A. Higgs, C. O. Norris, Clairschaff & Alex. M. Shaffer) President & Directors of Curwensville Chamber of Commerce.

June 23 - 1932 - Service accepted by Edw. T. Kelley

Aug 12 1932 Opinion of M. Ward Fleming P.J. filed

And Now, Aug 10. 1932 Peffs are directed to amend their Bill as to Paragraph 26 thereof by designating, with precision, those parties referred to in the original bill as "certain" parties, within ten days from this date. Upon compliance herewith & no objections being filed by defendants as to compliance with this order to amend within ten days after such amendment is filed. The matter shall be considered as having been re-listed upon the argument list. The preliminary objections heretofore filed and discussed in the above opinion, duly dismissed, and the defendants

Contd on Page 29

September Term 1932

L D McCall	P. A. Kerin		June 18 1932 Exemplification of
	Trustee in Bankruptcy		Plaintiffs Bill from the District Court
	for Roy Palumbo &		of the United States for the Western District
	Antonio J Palumbo,		of Pennsylvania No. 2523 In Equity, filed
	individually and as		
	Co-partners trading as		praying that John Palumbo Deft. herein
	Palumbo Brothers		be restrained and enjoined from conveying,
	Plaintiff		encumbering, or otherwise disposing of any
			real estate therein described.
June 18	2		That a decree be entered setting aside and
			annulling the aforesaid two conveyances,
	John Palumbo &		That a decree be entered requiring the
	Anna Marie Palumbo		said John Palumbo to account for the
	defendants		fair rental value or other monies
			received by him for and by reason of
			the aforesaid Conveyances,
			That the Deft be given general relief
Pro Dr. atty 6/23/32		2.50	June 18. 1932 answer of John Palumbo filed
"		1.50	and Findings of Fact. Conclusions of Law
"		.50	and Opinion filed holding that Plff. is
"		.28	entitled to relief prayed for. - let a Decree
			be submitted.
			June 18. 1932 Decree filed as follows.
			This Cause Came on to be heard
			upon the Bill of Complaint of the Plaintiff
			to set aside and avoid certain Deeds of the
			Deft and the answer thereto filed by one of the defendants
			and Counsel of the Defts being present and
			testimony having been taken, and on due
			Consideration, and in accordance with the
			findings of fact and opinion filed March 1.
			1932. as follows: the Certain deed from Antonio
			J. Palumbo and Roy Palumbo, bearing date June 30
			1930. recorded July 5. 1930 in the office of the
			Recorder of Deeds for Erie County Pa. in Deed
			Book Vol 343. Page 480. describing pieces of
			ground in the City of Erie, is hereby adjudicated
			and declared to be fraudulent as to the Plff
			herein and null and void and the Certain
			deed from Antonio J. Palumbo to the Deft herein
			bearing date June 30. 1930, recorded July 5. 1930
			at the office of the Recorder of Deeds of
			Clearfield County, Pa in Deed Book Vol 292.
			Page 145, describing a Certain piece of land in the
			Borough, (now City) of Du Bois, being parts of Lots
			188 and 189, having a frontage of 54 feet on West
			Weber Avenue, is hereby adjudicated and declared to
			be fraudulent as to the Plaintiff herein and
			null and void. Per Curiam. S.
			June 18. 1932 above stated Case Indexed
			in Defendant Judgment Index.

Contd from Page 27 Wm Barr vs W.A. Hipps No 1 Sept T. 1932

shall then be required to answer over unto the manner prescribed by the Equity Rules. By the Court, M. Ward Fleming, P.J. 49th Judicial Dist Specially Presiding
Aug 29, 1932 - Amendment to Bill of Complaint filed.
And now, Aug. 29, 1932, service accepted by copy.
Bell, O'Laughlin & Silberblatt and Arnold & Smith, Attys for Bloom.
Sept. 20, 1932 - Petition filed by Bell, O'Laughlin & Silberblatt and Arnold & Smith
And now, Sept 20, 1932, the time for filing an answer in the above case is extended to Oct. 10, 1932. By the Court A. K. Chase, P. J.
Now this 20 Sept, 1932 - Service accepted. Edward T. Kelley, Counsel for Plffs.
Sept 29, 1932 Opn Cit argt list
Oct 10 - 1932 Answer to Bill in Equity Filed by Arnold & Smith
Now this 10th Oct. 1932 Service Accepted by Copy - E.T. Kelley, L & S. Ceff. Atty.
Aug 4 1934 Testimony taken before M Ward Fleming P.J. April 19, 1932 Lodged.
Aug 10. 1934 Petition of William Barr that for discontinuance of above action filed.
Aug 24 1934 Testimony Lodged of Hearing held before Hon M. Ward Fleming Aug 10. 1934.
Sept 5, 1934 Testimony Lodged taken at Hearing held Aug 24, 1934 before M. Ward Fleming, P.J.
Jan 7. 1935 Defts requests for Findings of Fact filed
Jan 7. 1935 Opinion and Decree Nisi filed.
And Now Jan 3. 1935 the bill is dismissed at the Plaintiffs costs.
By the Court
M Ward Fleming P.J.
49th Judicial Dist. Specially presiding.

Jan 19. 1935 Notice of Decree Ni si given to Counsel for Defts
Final Decree: Now Jan 29, 1935 decree Ni Si in the above entitled action having been filed in the Court of Common Pleas of Clearfield County on the 7th day of January, 1935, notice having been given to Counsel for the unsuccessful parties, and no exceptions having been filed thereto, the Prothonotary of Clearfield County is hereby directed to file Final Decree in the following form:
Now Jan 29 A.D. 1935 Plaintiffs bill in the above entitled case is dismissed, and the defendants therein are awarded Judgment for the costs. By the Court. M. Ward Fleming, 49th Judicial District Specially presiding
Now Jan 29. 1935 Final Decree entered and Defts awarded Judgment for Costs.
W. R. Gallagher Pro
Jan 29 1935 Notice of entry of Final Decree given to all Counsel of record.

September Term 1932

Carl A Belin H.A. Hagerty	Walter Welch	June 20. 1932 Bill in Equity. Order of Court:— Now June 20. 1932 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 advertising his proposed sale of seated lands that have been returned for unpaid taxes of 1930; and further. to be restrained from the attempted enforcement by him of the Act of May 29th 1931 P. L. 280, in respect of said returned taxes of 1930, and the seated lands in Clearfield County. to which they relate; and further, rule is granted upon said Deft to show Cause why an injunction should not be issued restraining the Advertisement and the sale of the said properties as proposed; said rule returnable to Monday July 11th 1932 at 10:00 o'clock A. M. and further, during the pendency and determination of said rule, the Deft A. D. Cowdrick, County Treasurer of Clearfield County. is ordered and directed to refrain from advertising his proposed sale of seated lands that have been returned for unpaid taxes of 1930. until final determination of the issue and further it is ordered and directed that the Defendant. A D Cowdrick County Treasurer of Clearfield County. shall not attempt to enforce the Act of May 29th 1931. P. L. 280. in respect of said returned taxes of 1930. and the seated lands in Clearfield County. to which they relate. By the Court. A. R. Chase P. J June 20. 1932 Above Order Certified to Shff. with Copy of Bill June 20 1932 Injunction affidavits of R. M. Hershey. Frank Aloi and Lawrence L Howe filed June 20. 1932 served the within Bill in Equity together with Order of Court on A. D Cowdrick County Treasurer of Clearfield County by handing to him personally a true and attested copy of the Bill in Equity together with Order of Court and making known unto him the contents thereof So answers Ira C. McCloskey Shff
June 20	3	
	A. D. Cowdrick County Treasurer of Clearfield County.	
Pro.	2.50	
Shff McCloskey	2.50	
Pro.	.50	
		June 27- 1932- Preliminary Answer to Bill in Equity filed by Arnold Smith- Dept. Attys. Now June 29-1932 Service accepted - Carl A. Belin Atty for Def't.

Cont'd from Page 25 – No. 2 February, 1932

Warren Webster & Co.	236.50
Hydromac Manu. Co.	41.71
Star Sprinkler Corp.	255.34
Sampson Electric Co.	27.03
Truscan Steel Co.	332.85
	$ 28,678.46

A bill was presented by Clarence R. Kramer, Esq., Attorney for the General Electric Vapor Lamp Company, against Wagner Hosiery Mills for $194.00 which it was alleged covered materials that went into the construction of the new plant, but while the testimony shows that these materials are now in the new building it also shows that the materials covered by the bill were originally sold to the Wagner Hosiery Mills against whom the bill is made out; that these materials were levied upon by the Sheriff as the property of the Wagner Hosiery Mills, were purchased at the Sheriff's sale of that property and were placed in the new mill after the Receiver was appointed on the 6th day of January, 1932, and that the General Electric Vapor Lamp Company has not shown any contract with the Curwensville Chamber of Commerce for the purchase of these materials, and for these reasons the claim has not been included as a part of the cost of construction of the new mill by the Curwensville Chamber of Commerce.

Bills of General Creditors:- In this classification the Master has included such claims as are not the proper subject of mechanic's liens, payment on subscriptions to the Building Committee constituted by the Chamber of Commerce for which certificates or evidences of ownership in said building were to be issued, and notes given by the Building Committee of the Chamber of Commerce, which said claims are as follows:

Names	Amounts
Associated Gas & Electric	249.48
Bartell Bros.	111.52
Bell Telephone Co.	77.48
Bonsall Chevrolet Co.	8.42
Potts Motor Co.	21.27
C. O. Norris & Co.	344.32
Fred D. Robinson	81.35
Rossabaugh Agency	35.00
T. & R. W. Hay	14.25
J. Thomas Dale	487.04
Harry G. Gates	125.00
Potts Bros.	29.15
Payment on Subscription	
Mrs. Grace Adams	20.00
F. D. Alexander	25.00
Fair Ammerman	70.00
S. D. Ammerman	30.00
Joseph F. Bartell	300.00
L. F. Bartell	25.00
William Bart	100.00
Anthony Bellmore	300.00
Freeman Bellone	100.00
Ralph Bennett	50.00
Angelo Benzetta	100.00
Catharine Berdine	17.50
Harry Bilger	100.00
H. G. Blair	35.00
O. L. Bloom	100.00
Ansel Bloom	30.00
Bloom's Cash Market	200.00
Monroe Bloom	35.00
A. G. Bonsall	10.00
Mrs. Walter Bowman	25.00
S. P. Bressler	200.00
Marguerite Brunetti	17.50
Clearfield Progress	100.00
Alex Collins	30.00
John C. Commetti	100.00
Ellis H. Cook	10.00
G. B. Cressey	30.00
Samuel Cruikshank	10.00
John A. Dale	100.00
William L. Dale	100.00
Frank Daniels	200.00
Arch Davidson	100.00
Curtis Devore	100.00
D. A. Potts	100.00
Charles Eckert	10.00
Olive Eckert	20.00
Electric Supply Co.	210.77
Mrs. E. S. Ehrhard	100.00
Anthony P. Errigo	100.00
Joseph D. Errigo	100.00
Harry S. Fisher	50.00
J. F. Fowler	20.00

Names	Amounts
Alex Frankhouser	43.05
Miles T. Fullerton	200.00
Walter Fullerton	16.66
H. M. Frye	100.00
O. T. Grande	50.00
Eduardo Guglielmo	50.00
Haggerty Roofing Co.	100.00
Anthony Hile	100.00
Drose H. Hamilton	20.00
Dean S. Hile	20.00
William R. Hile	35.00
Joseph A. Hipps	100.00
E. T. Holt	500.00
G. E. Haman	100.00
Mrs. Charles Hoover	10.00
Alton Hummel	100.00
Naomi Irwin	17.50
Nora Johnson	17.50
T. E. Johnson	100.00
Clifford Kelly	100.00
Jake Kephart	17.50
A. M. Kirk & Son	10.00
Knights of Pythias	1400.00
Peter Judah	100.00
Freda Kolbe	17.50
Eli M. Kosh	12.00
Potts Bros.	300.00
Michael Kovach	200.00
John Kuzyp	90.00
James Leech	30.00
R. H. Linnget	200.00
Jack Mallon	100.00
Jas. J. Maretta	5.00
Nora Maxwell	17.50
Aletha May	100.00
Josephine Mayesky	17.50
Milford Milligan	30.00
Don D. Miller	200.00
Foster Michaels	25.00
James Millikon	100.00
Parish MacParish	100.00
M. E. McCue	10.00
Sara McFadden	35.00
Dismond McLaughlin	35.00
Mrs. J. J. McLaughlin	200.00
Filford McNaul	30.00
Clair J. Neff	50.00
Pete O. Laughlin	100.00
Mike Parilla	100.00
Mrs. Eva Passmore	10.00
Elsie Patterson	17.50
Raymond Patterson	35.00
Milla Passarelli	50.00
John Pifer	100.00
A. G. Radeff	20.00
Rescue Hose & Ladder	100.00

Names	Amounts
C. J. Rhea	35.00
Sylvia Ann Robison	250.00
Arnell Robison	17.50
Boyd Robison	15.00
Paul G. Robison	200.00
Fred G. Robison	100.00
Angeline Rubbe	17.50
Bigron Shaw	35.00
Frederick Shaffer	35.00
Mae E. Shivel	100.00
M. L. Silberblatt	25.00
Lee Smith	35.00
Oliver J. Smith	100.00
L. N. Spencer	198.75
George Straw, Jr.	10.00
A. E. Swanson	10.00
Stella Swatsworth	17.50
John Tykacik	200.00
H. J. Thompson	5000.00
H. D. Thompson	10.00
Mrs. W. A. Thompson	25.00
Edna E. Way	100.00
Wolf, Edmiston Co.	50.00
Abe Whitaker	75.00
Lewis B. Williams	100.00
S. J. Williams	100.00
James Volpe	30.00
Remo Yacobucci	30.00
Curwensville National Bank, Note due March 6, 1932	5300.00
Curwensville State Bank, Note due Jan. 1, 1932	500.00
	$ 23,530.51

Continued on Page 41

Sept Term 1932

N.F. Womer — William Stitt, C.D. Kiel et al. — June 24 - Bill in Equity Filed. Cert. that a Recpt. be appointed.

Harry Gifford, Maxwell Graham, D.B. McCarty, Howard Burns, Mary A. Heckman, John Jones, Edwin Baker, Harry Evans, Mary Brown, D. H. Hallabaugh

4

June 27, 1932 served the within Bill in Equity on Superior Baking Co. Inc. by handing personally to Paul Edwiger, Treasurer of the corporation, three true and attested copies of said Bill in Equity and making known unto him the contents thereof

So answers, Ira C. McCloskey Shff

July 13-1932 - Def. filed Cert. & Cert. alty. enter their appearance for the Deft.

Aug 1 - 1932 Deft's answer filed by Cert. & Cert., service accepted by 3 copies - N.F. Womer Atty. for Plff

Aug. 1, 1932 - Order for appointment of Receivers filed.

And now, to wit, this 1st day of August, 1932, by agreement of counsel and upon consideration of the Bill and on motion of N.F. Womer, Esq., attorney for the plaintiffs, it is ordered and decreed:

(a) That William Stitt, C.D. Kiel and Howard Burns be and they are hereby appointed receivers of all the assets and property, franchises, rights and privileges of whatsoever kind of the defendant within the jurisdiction of said court, with power to take, hold, demand, receive and collect all the funds, assets and property belonging to the defendant, or in the hands of any debtor, agent or depository of said defendant, and to account to the Court for the same. Any debtor, agent or depository of said defendant, as well as the defendant itself, is hereby directed to forthwith pay, deliver and assign all money, securities, assets and property of every kind whatsoever to said receivers. And the said receivers are hereby empowered to bring, prosecute and defend all suits at law or in equity which in their judgment may be necessary for the preservation and protection of the property and interests under his care and control.

And the said receivers shall file an inventory and appraisement of the property committed to their custody, and shall file their accounts therefor and shall distribute the same according to law to the persons entitled thereto, with such other powers as may be necessary and incident to protect the rights and interests of all parties in interest.

(b) That upon security being entered by the said receivers as required by law, the defendant, its officers, agents and employees are hereby enjoined from retaining or taking possession of the money, or retaining, taking, delivering or assigning any of the assets or property of the defendant, and from collecting or receiving any of the money, assets, securities or property of said defendant, or in anywise dealing therewith, or in molesting or

C. & C. — Superior Baking Co. Inc.

Cre by Atty. 8/5/32	2.50
Shff McCloskey	6.90
Cro	.50
"	.50
"	1.00
Cro	.50
"	1.50
"	1.50
" acct.	1.80
" Dis.	1.00
	18.10

8/24/32

March 28, 1933 - Recd. of Penty & Penty check for costs as taxed:
Shff. McCloskey $6.90. Pro. $8.70.
Total recd. $15.60.
W. R. Gallagher, Pro.

interfering with the full and absolute possession and control thereof by the said receivers.

(c) That the question of accounting by the defendant, its officers, agents or employees for the funds collected from the time of the Constable's sale on the 28th day of April, 1932 up to the present time shall be held in abeyance until further order of the Court after hearing had, by agreement of counsel or otherwise.

(d) That security be entered in five hundred ($500.00) Dollars, to be approved by the Court. By the Court, A. R. Chase, P. J.

Aug. 3 - 1932 Bond filed by N. F. Woomer. William Stitt, C. D. Kiel, & Howard Burns as principals & Ellis Falls Indemnity Co. as Surety. In the sum of $500.00. Approved by Scott & Scott. Aug 3 - 1932

Sept 29, 1932 Cur Oct argt list

Dec 20, 1932 Cur Jan argt list

Mar 24, - 1933 - Receivers account filed. Filed by Scott & Scott.

Now, William Stitt, Howard Burns and C. D. Kiel, Receivers in Equity of the Superior Baking Company, Inc., file this their account:

The accountants charge themselves with the following receipts:

M. A. Barr	7.45
I. C. Stormer	16.80
Henry Truman, Jr.	19.04
W. A. Rudolph	15.20
Brooks & Shenkle	9.12
James Marren	1.17
M. J. Meier	5.00
Glover Hand	5.00
Central Store	33.37
Bausser & Carrier	28.71
Total	140.86

The accountants seek credit for the following disbursements:

Swift & Kennedy, Receivers' Bond	12.00	
W. R. Gallagher, Entry fee	2.50	
Ira C. McClaskey, Sheriff	9.60	
Postage on Accounts Receivable	2.20	
J. F. Price, serving notices	4.50	
C. D. Kiel, preferred wage claim	15.74	
Harry Gifford, " " "	1.40	
Maxwell Graham, " " "	8.68	
William Stitt, " " "	17.65	
D. B. McCarty " " "	5.59	
Howard Burns, " " "	14.96	
Marjorie Reckmire " " "	4.71	
John Jones " " "	17.65	
E. A. Bramer " " "	1.06	
Harry Caine " " "	3.10	
Mary Brown " " "	5.14	
D. L. Hallabaugh " " "	14.38	140.86

Balance in hands of accountants $000.00

N. F. Woomer, attorney for Receivers.

Sept Term 1932

Kounty + Fry L D McCall	Paul A Kerns Trustee in Bankruptcy of Antonio J Palumbo + Roy Palumbo individually + as Co- partners, trading + doing business as Palumbo Brothers		June 27. 1932 Bill in praying that partition and division in accordance with act of Assembly That the share or shares may be set out to them in severalty and that all proper and necessary conveyances and assurances may be executed for carrying out such partition into effect and that if the real estate cannot be divided without prejudice to or spoiling the whole such proper and necessary sale or sales of the same may be made by such person and in such manner as the Court may
June 27	5		direct
Driscoll + Gregory of St Marys Pa	Domenico Palumbo and Margaret Palumbo		July 2 - 1932 Affidavit of C. A. Hoover Constable of Personal Service on both Defts by handing Each of them 3 certified Copies of Bill at their dwelling Places - Filed.
	Pro	2.50	
	C A Hoover	2.90	July 16. 1932 By paper filed Driscoll + Gregory attys enter their appearance for Defendants
	Pro	.50	
8/15/32	Pro	.50	Aug 15, 1932 - Motion for decree pro confesso and order of Court filed.
	"	.50	
	"	.60	
	"	1.50	
Allen Wrigley apprr		10.00	And, now, 15th day of August, A.D., 1932, this cause
Carl A Belin Master		125.00	coming on to be heard, and it appearing to the Court
P. A. Hoover		3.60	that the Bill of Complaint has been duly served, and
Pro		1.50	that the defendant has appeared and that time for
"	Pro 6.60 12	.50	filing an Answer has fully expired, and that no
10/31/32 Geff Wit Fees		22.72	Answer to the averments in the Bill in Equity has
Pro		1.00	been filed by the defendants, on motion of L. D. McCall,
"	1/7/33	1.00	counsel for the plaintiff, it is decreed that the Bill
"	1/7/33	1.00	of Complaint be and the same is hereby taken as
		176.82	confessed by the defendants; and it is thereupon further
Sat to L. D. McCall 11/9/33			decreed that partition be made of 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 Carl Belin as Master, to divide
			and partition the said lands into purparts and to value
			the same, and to ascertain the amounts which 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 sum to be charged
Lev Fa Issued to No 3 May T 1933			thereon, and payable as and for owelty of partition;
			and if said lands cannot conveniently be divided
			into as many purparts as there are parties
			entitled to an award, to allot the amount or sum
			to be paid or secured to them respectively, and the
			times when such payments shall be made, and the
			purparts out of which the same shall be payable; and
			if said lands cannot be divided without prejudice to or
			spoiling the whole, then to value and appraise the same.
			The Master to give like notice to the parties in interest
			as is required in proceedings at law for partition
			The Master to make report on the 2nd Monday of
			October A D, 1932. By the Court, A. R. Chase, P. J.
			Sept 29 1932 on Oct argt list

Oct. 10, 1932 - Master's Report filed.
Your Master values land described at $3,500.00
The Master further reports to your Honorable Court that the title to said real estate set forth in Plaintiff's Bill is now vested in the following named persons whose undivided interests are as follows:
Antonio J. Palumbo, the undivided 1/2
Domenico Palumbo, the undivided 1/2 Carl A. Belin, Master.
Now, Oct. 10th 1932. Confirmed Ni. Si. Absolutely unless exceptions in four days. By the Court. A.R. Chase, P.J.
Now, Oct. 17th 1932. The within report confirmed absolutely. W.R. Gallagher, Pro.
Oct 18 - 1932 Court Decree Filed. - Now Oct 17th 1932 the Report of the Master appointed in the above stated cause having been filed + confirmed by your Honorable Court, On Motion of L. D. McCall Atty for Plff. Rule is granted on all persons interested in said Cause to appear in Court on the First Monday of Nov. 1932 at 10.00 A.M. then + there to accept or Refuse the land at the valuation + appraisement Reported by the Master to wit: all of the premises at $3,500.00 or offer in Writing the price of the appraisement thereof above the valuation reported or show Cause why the same should not be Sold. Ret. 1st Mon. of Nov. Nov. 7-1932.
By The Court. A.R. Chase. P.J.
Oct. 20 - 1932 - By Copy filed L.D. McCall Plff. Atty. accepts service on above Rule + waives issuance of same for Paul A. Heasley Trustee.
Oct 24. By paper filed Driscoll + Gregory accepts service by copy of above Rule filed Oct 18. 1932
Nov. 7, 1932 - Master's report filed.
Master awards the real estate described in the Bill of Partition to Domenico Palumbo, which bid the Master prays the said Court to confirm and award the same to Domenico Palumbo for the sum of $3551.00. Carl A. Belin, Master.
Nov. 7, 1932 - Order of Court filed.
And now, this 7th day of Nov. A.D. 1932, it appearing to the Court that service of the rule in this case has been made on all parties interested therein, and that Domenico Palumbo a party who is entitled to a choice of the premises in said writ mentioned, having elected to take the same at the appraised value thereof plus $51.00 to wit, the sum of $3551.00 whereupon the said described real estate in the Master's report are adjudged to him, he entering into recognizance to the Commonwealth of Pennsylvania, with securities to be approved by the Court in the sum of $3506.00 conditioned for the payment to the other parties their proportions of the appraised value of said premises according to their respective rights, within 30 days after the Master's report making distribution is confirmed. The Master is directed to make and execute to said Domenico Palumbo a conveyance of the land described in the Bill of Partition upon receipt of the full purchase price as bid by Domenico Palumbo. By the Court. A.R. Chase, P.J.
Order of Court:- And Now 27 Day of Dec. 1932 it is ordered that the decree bearing date the 7th day of Nov. 1932. in the above entitled case be and the same is hereby vacated. By the Court. A.R. Chase P.J.
And Now Dec 27. 1932 this Cause Came on to be heard on Judgment pro Conferro Quo partities fiat. and report of the Master, and after due Consideration thereof it is ordered adjudged and decreed that the premises in the Bill described to wit: All that Certain piece of land situate in City of DuBois, known on the plan of James E. Long Addition to said City as part of Lots Nos. 188 and 189. Having a frontage of 54 feet on West Weber Ave and extending the same width 100 feet more or less to lands Conveyed to Wm W. Davis and wife to Thomas B. Work: bounded on the East by Vosburg: on the south by T. B. Work: on the west by Morrison Street:

Contd on Page 37.

Sept. Term 1932

Edw. T. Kelly H.R. Stahlman	S.C. Stahlman	Decree Appointing Receiver It is Ordered & Decreed that S. C. Stahlman of Monongahela City Pa. be & is hereby appointed Temporary Receiver of the Property, Business & Assets of the partnership composed of S. C. Stahlman & H. A. Stahlman doing business in the Boro. of Clfd. Clfd. Co. Pa. under the name & style of Dr. Stahlman, to take possession of all the equipment property & assets of said partnership & to hold & administer the same in accordance with the laws relating to Receiverships & such orders & instructions as the Court shall or may from time to time issue to said Receiver & the Costs. H. A. Stahlman is hereby ordered & enjoined to deliver to said Receiver the possession & control of all the property, business & assets of said partnership. Before Entering on the performance of his duties under this decree, the said Receiver shall give Bond, to be approved by this Court or a Judge thereof, in the sum $1,000.00 Conditioned for the faithful performance of his duties & the proper application of said accounting for all the assets of said partnership & all monies that from any source may come into his hands either by virtue of this present Decree or in pursuance of any further order or orders at any time hereafter made in this case By the Court A.R. Chase P.J.
July 2	6	
	H. A. Stahlman	
	Pro by atty 2.50	
	" .50	
	" 1.00	
		July 9. 1932 Bond in sum of 1000. with Great American Indemnity Co N.Y. Surety filed and approved by the Court A.R. Chase P.J.
		August 21, 1933, Petition for leave to make Private Sale of Assets filed
		Now, August 21, 1933, the foregoing petition having been presented and considered, and it appearing to the Court that the facts stated therein are true and correct, it is ordered and decreed that S.C. Stahlman, receiver of H.A. Stahlman, be and is hereby authorized to sell the equipment and assets in his hands as outlined in Exhibit "A" attached to the annexed petition, to the Local Finance Company for the sum of Seven Hundred ($700.00) Dollars cash, and upon the receipt of said sum, he is authorized to deliver bill of sale to said Local Finance Company for the items herein identified. By the Court, A.R. Chase, P.J.

Cont from Page 35 No 5 Sept T. 1932 Palumbo Bros. vs Domenico Palumbo

and on the North by West Weber Ave and having erected a two story frame dwelling house,
be allotted and awarded to Dominico Palumbo at the price and valuation of 3.551.00 in accordance with the allotment and award of the parties as filed and confirmed by this Court on the day of Dec. A.D. 1932 and in accordance with the return of the Master filed in this Honorable Court on Nov. 7. 1932 reporting the bids of the parties on the rule upon them to accept or reject said land as more fully and at large set forth in said record.

And that the said lands and premises be and remain in Domenico Palumbo his heirs and assigns in severalty firm and stable forever, subject however, to his paying within five days the cost of partition Aggregating $424.82 as stipulated by the parties, and confirmed by the Court; and further paying to Paul A Kerin, Trustee, within five days from the date hereof, the sum of $1.563.09 as owelty in partition, and the said owelty and the said Costs of partition and any taxes remaining due and unpaid upon said lands are charged on said lands and to be without interest until the time of payment as herein fixed. By the Court A R Chase P.J

Jan 7. 1933 agreement of Counsel on Destribution of Funds filed

Counsel for the parties, showing to the Court by return of the Master filed herein on Nov. 7. 1932 Dominico Palumbo, bid for the lands involved in the above case the sum of $3,551.00 and that such bid has been returned to the Court for confirmation and an award of the lands to the said Dominico Palumbo for said sum. The parties therefor have agreed upon the following distribution, to wit:

Total Fund		3.551.00
Costs allowed, including Masters fee	174.82	
Atty fees	250.00	424.82
Balance for parties		3.126.18
To Domenico Palumbo - one half	1-563.09	
To P. A. Kerin Trustee "	1-563.09	

As Domenico Palumbo has been allotted the property, the amount due him is merged. The amount due P. A. Kerin should be charged on the property as owlty and shall be paid within Five days. The Costs shall be paid within five days after Confirmation of this agreement by the Court, and should be Charged on the land until paid

Any unpaid taxes upon the lands shall remain upon and be Charged upon the lands in Consideration of the fact that Domenico Palumbo and his associates have had possession of the lands rent free. L. D. Mc Call of Atty for Paul A. Kerin Trustee
Driscoll & Gregory Attys for Domenico Palumbo & Margaret Palumbo

And Now Feb 8. 1933 Reff atty moves the Court for final process to execute the final decree of Court entered on Dec 27. 1932. In support of said motion the record discloses that no part of the Costs of said partition nor the sum of $1563.09 as awarded have been paid which were due and payable 5 days from the date thereof, all of the facts averred in said motion appear from the record, to wit:

Costs including Masters fee	174.82
Atty fees	250.00
Award to P. A. Kerin Trustee	1563.09

Feb 8. 1933 the Court decrees as follows: That a writ in the Nature of a Levari Facias issue to Ira C. McCloskey High Sheriff of Clearfield County in found used in suits at law in that Court, Ret 1st Monday April 1933, for debt, Interest and Costs thereon, as appears of record, No action or advertisement on writ before March 7. 1933. By the Court A R Chase P.J

Levari Facias issued to No 3, May T. 1933

September Term 1932

L.D. McCall	Jean Snyder Croaw + Frank Croaw her husband in the right of the said Jean Snyder Croaw; Elizabeth Snyder Burnfield + Samuel Burnfield her husband in the right of said Elizabeth Snyder Burnfield; Bernard Snyder + Ethel Snyder his wife in the right of said Bernard Snyder, Rhoda Snyder Pearl + Abraham Pearl her husband in right Rhoda Snyder Pearl +	July 19 1932 Bill in Equity for partition & Copies Certified to Shff July 19 1932 affidavits of F. Fugler filed Order. And now 19 day of July A.D. 1932 on motion of L.D. McCall, Solicitor for Pffs it is Ordered and Decreed: That personal service of the Bill of Complaint and of this order be made upon the said Defts. John Snyder and Rebecca Snyder, wherever they may be found, and that within fifteen days after such service upon them they cause their appearance to be entered and plead or answer to such Bill, and that this Order shall be returnable sec. leg within ten days after such service upon them By the Court A.R. Chase P.J
July 19	Benjamin Snyder, a single Man	
	7	
W.C. Chase J. L. Trembly	John Snyder + Rebecca Snyder in the right of	Aug 1 - 1932 By Fugler filed W.C. Chase + J.L. Trembly Attys enter their appearance for the Defts.
Liveright + Smith	John Snyder defts Robt. R. Snyder, Leonard Snyder, + Samuel Snyder + Paul Snyder by Subs. Robt R. Snyder + Joan Bolch with Robt R. Snyder, Exr substituted defendants	Aug 1 - 1932 - Shff McCl. return writ + Served by Shff Allegheny Co. personally by 3 copies on John Snyder. Served by 3 copies on an adult member of family of Rebecca Snyder. Sworn and Subd. McCl. Shff.
	Prothy 8/4/33 on 1706	2.50
	"	1.50
	"	.50
	Shff McCl on 1706	4.50
	Shff Allg Co By atty	5.00
	Prs. Masters Report	5.00
	Carl A Belin Master Master report	50.00
	Co.	1.00
	Pro	.50
12/3/35	"	1.50
	"	.50
	Shff Cafl & Co on 1706	4.60
	Shff Allg Co By atty McCall	15.00
	Pro	.50
	"	.50
	"	1.00
	Pro. M. Report + Decree	5.00
1/5/37		.50
3/19/37 to Master		
	Pro Exr Rec to Master	25.00
		174.60

John Dietrich on oath says that he is Deputy Sheriff of Allegheny County, Pa.; that on the 23rd day of July, A.D. 1932, he served on the defendant, John Snyder, personally at No. 5543 Fair Oakes Ave., in the City of Pittsburgh, Pa., three true, correct and certified copies of the Bill filed in this case, duly endorsed with a notice to appear within fifteen days from the service thereof, and to answer within thirty days after service thereof, together with a true, correct and certified copy of the Decree of the Court authorizing the service of said Bill in the manner aforesaid.

And also that on the 23rd day of July, A.D. 1932, he served on the defendant, Rebecca Snyder, on an adult member of her family at No. 5543 Fair Oakes Ave, in the City of Pittsburgh, Pa., three true, correct and certified copies of the Bill filed in this case, duly endorsed with a notice to appear within fifteen days from the service thereof, and to answer within thirty days after service thereof, together with a true, correct and certified copy of the Decree of Court authorizing the service of said Bill in the manner aforesaid.

Oct. 19, 1932 - Motion for judgment pro confesso and decree filed.

And, now, 17th day of October, A.D. 1932, this cause coming on to be heard, and it appearing to the Court that the Bill of Complaint has been duly served, and that the defendants have appeared, and that the time for filing an answer has fully expired, and that no answer to the averments to the Bill in Equity has been filed by the defendants, on motion of L.D. McCall

June 9 1937 Recd of Carl A. Belin Master Costs:- Atty 22.50, Shff 9.10 Prs. 43.00 Total 174.60

Total 174.60 W. R. Gallagher Pro.

11-1-37 Writ Bill L.D. McCall Pd 43.60

Pro. Pd .50

Nov. 8 1937 Rec of Carl A. Belin 35 as per order of Court Nov. 1 1937, and Paid to L.D. McCall $34.54 by C.K. 1901

W.R. Gallagher, Pro

and Clemens Simon, counsel for the plaintiffs, it is 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 of 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 Carl Belin, Esq., as Master, to divide and partition the said lands into purparts and to value the same, and to ascertain the amounts which 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 sum to be charged thereon, and payable as and for owelty of partition; and if said lands cannot conveniently be divided into as many purparts as there are parties entitled to an award, to allot the amount or sum to be paid or secured to them respectively, and the times when such payments shall be made, and the purparts out of which the same shall be payable, and if said lands cannot be divided without prejudice to or spoiling the whole, then to value and appraise the same.

The Master to give like notice to the parties in interest as is required in proceedings at law for partition.

The Master to make report on the Monday of A.D., 1932.

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

Dec. 5, 1932 - Master's report filed.

To the Honorable A. R. Chase, P. J. of said Court:

The Master was appointed on Oct. 17, A. D. 1932 by your Honorable Court to make partition in Plaintiff's Bill described, respectfully reports.

First: That having given due notice of the time and place of meeting for the purpose of his appointment, to be held on the premises, the 22nd day of Nov., A. D. 1932 at 10 o'clock A. M.

Second: The Master gave due notice of the time and place of the hearing for the purpose of his appointment, to be held at his office at 203 Market St., Clearfield, Pa. on the 23rd day of Nov., A. D. 1932 at 10 o'clock A. M.

Third: The Master further reports that the estate which is subject to this partition consists of two pieces or parcels of land, bounded and described as follows:

The first thereof: All that certain lot of land situate, lying and being in the Second Ward of the City of DuBois, Clearfield Co., Pa., bounded and described as follows, to wit: On the northwest by South Jared Street; on the north by West Long Avenue; on the east by land formerly of Soloman; on the south by Spruce Alley; said lot being 31 feet wide on West Long Avenue, and being 181 feet deep; and having thereon erected a four-story brick building known as the "Calman Building."

The second thereof: All that certain lot of land situate, lying and being in the Village of Weedville, Elk Co., Pa., bounded and described as follows, to wit: Beginning at the line of lot formerly belonging to M. E. Weed (now, Aug. 30, 1911, owned by Henry Luncheon); thence along line of public road towards Caledonia 25 feet; thence in a southerly direction parallel to the line of said lot of M. E. Weed (now Henry Luncheon land) to the Bennette Branch; thence up along the said Bennette Branch 25 feet to the line of the said M. E. Weed (Henry Luncheon lot); thence along said lot to the place of beginning.

Fourth: That on the 1st day of June, A. D. 1925, the said Jennie Snyder executed a mortgage and bond accompanying the same upon the lands described in the first part of the paragraph above, which said mortgage is recorded in the Office for the Recording of Deeds in and for Clearfield County in Mortgage Book Vol. No. 81, Page No. 83, wherein the Young Men's Christian Assn. of DuBois, Pa., was the mortgagee, and which said mortgage was given to secure the payment of $20,000.00 as by reference to said record the same will more fully and at large appear.

Cont'd. on Page 56 - 57 - 135 - 145 - 272

September Term 1932

Edw J. Thompson	A. C. Thompson	July 27 - 1932 Bill in Equity Filed 3 Copies certified to Shff.
	8	The Shff. Comp (a) That a dissolution of the partnership be decreed as of on or about the 14th Day of October 1931
J. Mitchell Chase July 27	F. E. Radaker	(b) That Deft. be perpetually restrained from buying selling or collecting for said firm, from taking any of the goods or cash, from purchasing in the firm name, + from interfering in any manner
	Cro. 25	
	" 50	with the said firm or its business property.
Shff McCloskey	8.10	(c) That an account be stated of all + singular
Ret	50	the partnership transactions + dealings + that the
"	50	Deft. be directed to pay to the Plff. what shall by
"	60 1.50	such accounting appear to be due the Plff. from
Plff Writ Bill	10.68	the Deft.
Pro	50	(d) General Relief
"	50	

Aug 12. 1932 By paper filed J. Mitchell Chase atty enters his appearance for F. E. Radaker Deft.
Now Aug 3 1932 served personally on the Deft F. E. Radaker by handing to him three true and attested copies of the within Bill in Equity and making known unto him the contents thereof. So accs Dra C. McCloskey Shff
Sept 2, 1932 - Answer to Bill of Complaint filed. with three copies certified to atty -
Sept 9 - 1932 Service accepted by copy Edw J Thompson -
Sept 29 1932 On Oct argt List
Dec 20. 1932 On Jan argt List
Order of Court: And Now, this 17th day of January 1933 the above case having come on to be heard and no appearance being made by either Deft or Counsel. it is ordered adjudged and decreed as follows
I. An accounting is awarded in accordance with the prayer of Plffs. petition and the case is referred to Morris Silberblatt, Esq as Master to take the testimony of witnesses make findings of fact and conclusions of law and to report to the Court with recommendations
2. It is further ordered adjudged and decreed that F. E. Radaker the above Deft is hereby ordered and prohibited from mingling with his own funds or property, any of the property or assets, monies or credits of the said partnership or any contract, agreement or the proceeds thereof entered into in connection with the partnership property, or during the time of the Continuation of said partnership, but the said Deft is hereby required to deposit all monies so collected heretofore and any monies which may be hereafter collected in a separate account to the Credit of said partnership, and to keep all property or the proceeds thereof segregated and apart from any property, interest claim, demand, or asset of the said individual.
By the Court A. R. Chase P J

Cont'd from Page 31 - No. 2 Feb. T. 1932

At the hearing in Curwensville on Friday, February 26, 1932, Mr Lewis B Williams presented a claim for $200.00 and offered in evidence a receipt from H. J. Thompson, Trustee, for two 6% bonds Nos. 161 and 162 of the total value of $200.00 of Wagner Hosiery Mills. The testimony shows that when Charles A. Stevens had charge of the Wagner Hosiery Mills he substituted cumulative preferred stock for the bonds, which had been sold to the amount of $42,865.00, and the receipt offered in evidence indicates that it was given for two of those bonds purchased by Mr. Williams for which he was to receive cumulative preferred stock of the value of $200.00 and that the claim has no connection whatever with the erection of the new mill by the Curwensville Chamber of Commerce. It is, therefore, not included, as the money did not go into the new mill which is the subject of this investigation.

The investigation showed that some of the payments credited on the subscriptions to the Building Fund were made by notes which were discounted at the banks, but a number of the notes given for subscriptions have not been discounted and still remain in the hands of the Building Committee. All such notes should be cancelled and returned to the makers.

Summary: Amount of Labor Claims $ 9,048.04
Amount of claims for materials and supplies which became a part of the plant, 28,678.46
Amount of bill of General Creditors 23,530.51
Total $ 61,257.01

Request: The Master has been requested to express an opinion on the plan proposed by the Receiver in his petition for the approval of the sale to the Eastman Hosiery Mills, and in reply to that request would state that in the opinion of the Master the rights of the creditors would be better protected by making a deed to the purchaser and taking a purchase money mortgage as security for the claims of the creditors, but as the Master desires to encourage any proceeding that will further the interests of the creditors he will recommend the decree of sale on the terms proposed.

The Master has also been requested to make some recommendation for an allowance for interest and costs, but as the creditors are entitled to interest from the due dates of their respective claims and the costs depend upon what actions are taken to secure the claims, the Master will recommend that the claims be paid together with such interest and legal costs as may accrue at the time of final payment.

Costs of Master's Investigation:

Clearfield Progress, advertising hearing		$ 13.50
Curwensville Herald	" "	10.50
H. R. Gallagher, Prothonotary, Master's Report		10.00
Mrs. Margaret R. Betts, Stenographer		25.00
John M. Ubey, Master		250.00
	Total	$ 308.70

Recommendations: The Master respectfully submits the following recommendations:

First: That the Receivers be authorized to execute the contract for the sale of the land and building to the Eastman Hosiery Mills as prayed for in the petition of C. O. Norris one of said Receivers.

Second: That all notes given for subscriptions to the Building Fund and not discounted be ordered cancelled and surrendered to the makers.

Third: That the costs of the Master's investigation amounting to $308.70, and the record costs of the proceedings in Equity to No. 2 February Term, 1932, be paid out of the funds now in the hands of the Receivers.

Continued on Page 47

Cont'd. from Page 3. No. 5 Sept. T. 1931 Richard Lansberry vs A. B. Lansberry.

Aug. 15, 1932 - Account stated as follows:

(1) From 1910 to 1922 incl. 255,357 net tons of coal and slack removed.

(2) A. B. Lansberry paid Richard Lansberry $6,384.32 on acct. of said net tonnage.

(3) From 1923 to 1931 incl. 103,875 net tons of coal and slack removed.

(4) Of net tonnage removed, 19,280 tons consisted of slack and of which amount 17,698 tons remain on the slack pile; 1,582 tons were sold and accounted for to Richard Lansberry.

(5) A. B. Lansberry paid Richard Lansberry $1,720.67 on account of said tonnage, to wit, 86,177 net tons, being all the coal and slack removed and sold between 1923 and 1931 incl.

(6) A. B. Lansberry received $29.25 for royalty from an oil and gas lease for the year 1931.

(7) The difference between the amount paid Richard Lansberry as set forth under paragraph ten, and amount due him as set forth under paragraphs three and four, plus oil and gas royalty recited in paragraph six is $41.06.

(8) For the sum of $41.06 A. B. Lansberry, under date of Feb. 13, 1932, accounted to Richard Lansberry: coal royalty for years 1928 to 1931 incl. $36.34 and royalty on oil and gas lease for 1931 (1/4 interest) $7.31; total $43.65. Less credits for 1/4 of taxes paid for years 1924 to 1927 incl. — 127.93

By lyd tender $315.22.

(9) The number of tons of coal removed from adjoining lands over the surface of the Lansberry tract is none. The number of tons of coal transported from other lands under the surface of the land in which Richard, A. B. and C. E. Lansberry are interested is 218,767 tons for the years 1918 to 1931 incl.

(10) Payments on account of royalty and other credits:

Coal Royalty for 1910	$56.02
Credits July 7, 1910, Oct. 27, 1910 and June 30, 1914	56.02
Coal Royalty for 1911	162.43
Credits Jan. 1911 to Dec. 1911 and June 30, 1914	162.43
Coal Royalty for 1912	297.55
Credits Jan. 1912 to Dec. 1912 and June 30, 1914	297.55
Coal Royalty for 1913	194.88
Credits Jan. 1913 to Dec. 1913 and June 30, 1914	194.88
Coal Royalty for 1914	281.31
Credits Jan. 1914 to Dec. 1914 and Jan. 6, 1916.	281.31
Coal Royalty for 1915	378.65
Credits Jan. 1915 to Dec. 1915 and June 19, 1916	378.65
Coal Royalty for 1916	549.10
Credits Jan. 1916 to July 1916 and Feb. 23, 1917	549.10
Coal Royalty for 1917	518.46
Credits April 15, 1918	518.46
Coal Royalty for 1918	800.08
Credits Oct. 24, 1918 and May 7, 1919	800.08
Coal Royalty for 1919	610.62
Credits Feb. 13, 1920 and March 31, 1920	610.62
Coal Royalty for 1920	930.10
Credits March 8, 1921	930.10
Coal Royalty for 1921	485.97
Credits March 9, 1922	485.97
Coal Royalty for 1922	1119.15
Credits April 14, 1923	1119.15

Cont'd on next page, 43

Cont'd from Page 42 No 5 Sept 5. 1931.

Coal Royalty for 1923		*613.18
Credits March 12, 1924.		613.18
Coal Royalty for 1924		163.07
Credits April 28, 1925		163.07
Coal Royalty for 1925		337.74
Credits March 26, 1926		337.74
Coal Royalty for 1926		427.40
Credits Feb. 11, 1927.		427.40
Coal Royalty for 1927		179.28
Credits February 10, 1928		179.28
Coal Royalty for 1928	*183.52	
" " " 1929	152.71	
" " " 1930	90.78	
" " " 1931	9.33	
Royalty on oil & gas lease for 1931.	7.31	443.65
Credits: Credit on taxes		127.93
		315.72
February 13, 1932 By legal tender		315.72
Note for balance due 1910 to 1913 incl. Royalty	*226.37	
Interest	22.08	248.45
October 2, 1915 and April 7, 1916 by check		248.45

A. B. Landsberry.

Aug. 30-1932- Exceptions to account filed by L & S & C a Bolin atty.
now Sept 1 - 1932 Service accepted by copy - W. A. Ramey atty for Deft.
Sept 29. 1932 on Oct argt list

December Term 1932

N. F. Komer	C. D. Kiel, Harry Gifford, Maxwell Graham, William Stitt, D. B. Mc Carty, Howard Burns, Marjorie Neckunis, John Jones, E. A. Cramer, Harry Casns, Mary Brown, D. G. Hollabaugh	Oct. 19, 1932 - Bill in equity filed and 18 copies certified to the Sheriff. Your orators complain and say: That on or about April 28, 1932 all the physical assets of the said Superior Baking Co., Inc. were sold by virtue of an execution. That on said date, to wit, the 28th day of April, 1932, there was due to the plaintiffs wages, and they received by virtue of the sale on the execution a small percentage of their claims, leaving a balance due to each of them in the following amounts:
Oct. 19	1	
		C. D. Kiel $179.05 Harry Gifford 15.43 ($21.43) Maxwell Graham 98.14 William Stitt 311.90 D. B. Mc Carty 63.05 Howard Burns 168.90 Marjorie Neckunis 52.95 John Jones 210.98 E. A. Cramer 11.45 Harry Casns 34.67 Mary Brown 63.55 D. G. Hollabaugh 187.96
	Superior Baking Co., Inc., J. H. Pifer, John L. Groves, B. B. Mc Creight, F. E. Radaker, Paul M. Edinger	Wherefore, the plaintiffs crave equitable relief as follows:
	Pro. by Atty. 10/19/32 2.50 Shff. Mc Closkey 15.10 Pro .50 " .50 " 1.50 " .50 " .50 Reff Writ Exec 17.34 Pro. .50 " 1.00 40.54	(a) A judgment in favor of each plaintiff and against the defendants for the amount due to each of said plaintiffs with a maximum on any claim of $200.00. (b) Such further and general relief as to the Court may be deemed meet and proper. N. F. Komer, Atty. for Plffs.
Oct. 20 P. & P. 3/24/33.	March 28, 1933 - Rec'd. of Penty & Penty check for costs as taxed: Shff. Mc Closkey $15.10; Pro. $5.60 Total rec'd. - $20.70 N. R. Gallagher, Pro.	Now, October 25, 1932, served the within Bill in Equity on Superior Baking Co. Inc., by handing personally to B. B. Mc Creight, Secretary of said Corporation, three true and attested copies of the within Bill in Equity and making known unto him the contents thereof. Served personally on the Defendants, B. B. Mc Creight, J. H. Pifer, J. L. Groves, F. E. Radaker, and Paul M. Edinger by handing to each of them three true and attested copies of the within Bill in Equity and making known unto each of them the contents thereof. So answers, Ira C. Mc Closkey, Sheriff Dec 5. 1932 permission is granted Peffs to file amended Bill in Equity in lieu of orignal Bill By the Court Dec 5. 1932 Amended Bill filed service accepted by copy for all Defts Penty & Penty attys Dec 21. 1932 preliminary Objections filed Dec 19. 1932. service accepted by Copy N. F Komer atty for Peffs Dec 20. 1932 Def Jan Argt List Jan 11. 1933 it is ordered that an amended statement be filed within thirty days from this date. By the Court A. R. Chase P.J. Feb 6. 1933 Pet to amend filed: Now Feb 6. 1933 permission is granted Peffs to file this amended Bill in

Contd next Page

Equity in lieu of the original bill. By the Court A.R. Lehane D.J.
Jan 25. 1933 service accepted by Copy Reutz + Reutz Attys for Defts
Mar 6 = 1933 Defendants Answer filed Service Accepted
Mar 2. 1933 N. F. Worner. Atty for Plffs

December Term 1932

B.D.+S.	Peter Yasbinisky George Yurko Mike Janochko Peter Baronic Walter Chuhon Anthony Danchock Luke Homo Paul Sayger Alex Kost Harry Dudak Andrew Sokolyk Harry Berehowski Trustees of the St. Mary's Annunciation Union Greek Catholic Church of Ramey Borough Pennsylvania	Oct. 26 - 1932 Bill of Complaint filed - Six copies certified to Sheff. McCloskey. your orators pray that your honorable Court enter a decree as follows. A - That an order be made upon the Rt. Rev. Constantine Bohachevsky to convey the premises described in the deed of Nov. 21 - 1910 + recorded in Clfd. Co. Deed book 182 Page 544 unto Trustees to be elected for that purpose by the St. Mary's Annunciation Union Greek Catholic Church of the borough of Ramey B - That upon the failure of said Rt. Rev. Constantine Bohachevsky to make said Conveyance within 30 days from Notice so to do, that Your honorable Court shall appoint a Trustee to make Conveyance of the legal title to said Real Estate with the same intent + purpose as though made by the Rt. Rev. Constantine Bohachevsky, Def't herein named. C - That the Rt. Rev. Constantine Bohachevsky + Rev.
Oct 26	2	Joseph Dzendzyra be enjoined from interfering with the management of said Church property particularly in the Collection of the insurance
	Rt. Rev. Constantine Bohachevsky Bishop of the Greek Catholic Church of the United States of America and Reverend Joseph Dzendzyra	monies due to said Congregation or in the erection or alteration of any of the buildings of the Con- gregation, + that an order be made requiring Rt. Rev. Constantine Bohachevsky + Rev. Joseph Dzendzyra to sign + Execute such papers or other Conveyance as well as to endorse such checks or drafts of Insurance as may be necessary
	Cro. by Atty. 10/27/32. 2.50	or Convenient for the vesting in the trustees of said Congregation, the Management + Control of the property of said Congregation in accordance with the doctrines + tenants of the Greek Catholic Church. D - For such other + further equitable relief that this Case may require + as your honorable Court may Deem best.

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Fourth: That the balance of the consideration for said property be applied as follows:

1. To the payment of the labor claims as listed in this report in pro rata installments every two months beginning the First day of April, 1932, and continuing until said labor claims are paid in full, with interest and any legal costs that may have accrued thereon.

2. To the payment of the claims for materials and supplies which became a part of the plant as listed in this report, in pro rata installments every two months until paid in full, with interest and any legal costs that may have accrued thereon; the first payment to be made two months after the labor claims have been paid in full as above stated.

3. To the payment of the bills of general creditors in pro rata installments every two months until paid in full, with interest, the first payment to be made two months after the final payment of the claims for materials and supplies as above stated. Respectfully submitted, John M. Urey, Master

Sept 26, 1933, Master's Supplemental Report filed

To Hon. A. R. Chase, President Judge of said Court:

The undersigned Master appointed by the Court to determine the liabilities and such other matters as might be determined and passed upon by the Court in the above stated proceedings in equity filed a report on March 14, 1932. in which report the Master recommended that after the payment of the costs of investigation and record costs of the proceedings the balance of the consideration for the property be applied first to the payment of the labor claims as listed in said report in pro rata installments every two months beginning the First day of April, 1932, and continuing until all said labor claims would be paid in full, with interest and any legal costs that might accrue thereon.

The matter having been referred to the Master again by the Court the following supplemental report is respectfully submitted.

The Master finds upon inquiry and investigation that the Receivers have followed the recommendations in the report filed March 14, 1932 by paying the costs of that investigation, also the costs of the proceedings in Equity, No. 2, February term 1932, and have applied the balance received on the consideration for the property to the payment of the Labor Claims.

The records in the Prothonotary's office show that liens were filed against the Curwensville Chamber of Commerce on behalf of certain claimants on which certain legal costs have accrued as follows:

Clair J. Neff, Trustee, No. 20 May Term, 1932	$3.00
M. Kovach, Trustee, No. 21 May Term, 1932	3.00
H. C. Winslow, No. 2, Sept Term, 1932	3.00
M. Kovach, Trustee, No. 3 Sept Term, 1932	3.00
	$12.00 Total

The Master also finds that parts of many of the original claims were transferred to other parties after the Masters report had been filed and confirmed, which transfers are completely set forth in a schedule hereto attached marked "Exhibit A."

After the report of the Master had been confirmed as above stated it was discovered that a mistake had been made in the claim of J. Thomas Dale, which had been presented for $860.20 when it should have been for $850.20, as an item of $10.00 which was supposed to have been transferred from the A. G. Rader claim was included in the Dale claim when proven before the Master. It was also discovered

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December Term 1932

John C. Arnold	In re: Mortgage from Cecil F. Wilson to Clearfield National Bank, Mortgage Book 87 page 113 in the office of the Recorder of Deeds in Clearfield County, and also Mortgage from Cecil F. Wilson to Clearfield National Bank, Mortgage Book 90 page 131 in the office of the Recorder of Deeds in Clearfield County.	Nov. 9, 1932 - Bill in Equity filed praying that this Court appoint a successor Trustee to the Clearfield National Bank in regard to said mortgages, and that upon said appointment being made the said Clearfield National Bank through its Receiver assign and transfer said mortgages and any bonds accompanying the same to the said Trustee appointed vice Clearfield National Bank. And now, Nov. 9, 1932, petition read and considered, and it appearing that those beneficially interested in said mortgage have agreed to the appointment of the County National Bank of Clearfield, Pa. as successor Trustee, this Court does order and decree: (1.) That the County National Bank of Clearfield, Pa., is hereby appointed Trustee vice the Clearfield National Bank, as to the mortgage of Cecil F. Wilson to said Clearfield National Bank, recorded in Mortgage Book 87 page 113; (2.) That the County National Bank of Clearfield, Pa., is hereby appointed Trustee vice the Clearfield National Bank, as to the mortgage of Cecil F. Wilson to said Clearfield National Bank, recorded in Mortgage Book 90 page 131; (3.) That the said Clearfield National Bank shall assign and transfer to the said County National Bank, Trustee, each and both of said mortgages, together with any bond or bonds accompanying the same. By the Court. A. R. Chase, P. J. Nov. 9, 1932 - Petition of holders in re mortgage of Cecil F. Wilson filed by J. Mitchell Chase.
Nov. 9	3	
	Pro. by Recvr. Clfd. Bank. Natl. 11/17/32 2.50	
12/1/32	" Cert Copy Pd. by Recvr 1-6-33 .50	

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that the following claims for labor had been assigned and not included in the proofs when they were filed with the Master:

From H. G. Bell to H. J. Thompson	$50.00
From Frank Frantz to Bloom's Cash Market	64.20
From Frank Harley to Curwensville Water Co.	5.64
From Lloyd Swatsworth to Bloom's Cash Market	1.20
From M. C. Finelaw to Bloom's Cash Market	40.00
	161.04
Less amount deducted from claim of J. Thomas Dale	10.00 Balance $151.04

The sum of $151.04 is therefore to be added to the amount of the Labor claims listed in the Master's original report of $9048.04 making a total of $9189.08.

A calculation has therefore been made out showing the names of the present holders of the Labor claims, the interest which has accrued on each claim from the date of the appointment of the Receivers to Sept. 30, 1933, the total amount of each claim, the amounts paid thereon, and the balance which is still due and payable amounting to $1255.91, a copy of which schedule is hereto attached marked "Exhibit B."

Your Master, therefore, makes the following recommendations:

First: That the costs of this investigation amounting to $105.00, and the legal costs of filing the liens as above stated amounting to $12.00, be paid out of funds now in the hands of the Receivers.

Second: That the four Mechanics Liens filed for labor claims as above stated, being all liens which have been filed for labor claims, be satisfied of record.

Third: That the Receivers pay to the various labor claimants the balances as shown by the schedule hereto attached, marked "Exhibit B", which payments shall be in full for all labor claims against the property described in these proceedings.

Fourth: That a pro rata payment on the claims for materials and supplies which became a part of the plant, as listed in the Master's first report be made by the Receiver on the 30th day of November, 1933, and that additional payment in pro rata installments be made on said claims for materials and supplies every two months thereafter until said claims are paid in full, with interest and any legal costs that may have accrued thereon.

Fifth: When said claims for materials and supplies are paid in full with interest and the legal costs that may have accrued thereon, the balance of the consideration for said property shall be applied to claims of general creditors as listed in the Master's first report, in pro rata installments every two months until paid in full with interest, the first payment to be made two months after the final payment of the claims for materials and supplies.

Respectfully submitted, John M. Utley, Master

Costs of this investigation and report:

H. K. Gallaghr, Prothonotary, filing and recording this report	$5.00
John M. Utley, Master	100.00
Total	$105.00

Report On Labor Claims — Curwensville Chamber of Commerce

L. F. Bartell	$4.00	Paid in full 4/1/32	
H. G. Bell	108.40	Paid 4/1/32 Transferred	$10.52 to Curwensville Water Co. 94.64 to M. Kovach
Frank Bennett	291.00	Paid $267.98 Bal. 23.02 plus int. $17.50, total	$40.52
Clyde Bennett	18.15	Transferred to M. Kovach	
Paul Bickford	172.80	Paid Transferred 38.24 to Dr. G. E. Hagan " 15.06 to M. Kovach " 119.36 to M. Kovach	
Floyd Barger	24.50	Transferred to Gates Hardware 9.50 " " M. Kovach 15.00	Total $24.50
Ray Barger	25.00	Paid 4/1/32 Transferred $10.00 " 15.00 $25.00	
Willard Brown	65.30	Transferred	$7.45 to Gates Hardware 57.85 to M. Kovach
Albert Cassidy	94.95	Transferred	$16.00 to Bloom's Cash Market 78.95 to M. Kovach
William Coulter	9.75	Transferred to M. Kovach	$9.75
F. H. Conklin	91.35	Transferred to H. J. Thompson	$91.35
John A. Dale	26.00	Paid in full 4/1/33	
Frank Duttry	339.30	Transferred " Paid Transferred $76.99	10.00 to H. J. Thompson 25.00 to Bloom's Cash 115.00 to M. Kovach 116.98 72.32 to M. Kovach
Curtis Devore	83.50	Paid Bal. 6.51 plus interest $5.00 — total	11.51

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December Term 1932

John C. Arnold	In re: Mortgage from Rt. Rev. John Mark Gannon, Bishop of Erie, Trustee for St. Francis Congregation of Clearfield, Pa. to Clearfield National Bank, Mortgage Book 87 page 155 in the office of the Recorder of Deeds in Clearfield County.	Dec. 2, 1932 - Bill in Equity filed praying that this Court appoint a successor Trustee to the Clearfield National Bank in regard to said mortgage, and that upon said appointment being made the said Clearfield National Bank through its Receiver assign and transfer said mortgage and any bond accompanying the same to the said Trustee appointed vice Clearfield National Bank. And now, December 2, 1932, within petition having been presented on November 28, 1932 at 10:00 o'clock A. M. and the said matter being continued by the Court until Friday, December 2, 1932 at 10:00 A. M., at which time petition was fully considered and the Court hearing all parties desiring to be heard; It is ordered and decreed, that County National Bank of Clearfield is appointed succesor trustee to The Clearfield National Bank in regard to the said mortgage given by Rt. Rev. John Mark Gannon, Bishop of Erie, Trustee for St. Francis Congregation of Clearfield, Pa. to Clearfield National Bank, being a mortgage recorded in Mortgage Book 87 page 155, and that the said Orlo A. Bartholomew, Receiver of The Clearfield National Bank, is hereby directed to assign and transfer said mortgage and any bond accompanying the same to the said successor trustee, in trust for the benefit of the holders of Participating Certificates in said mortgage By the Court. A. R. Chase, P. J. Dec. 3, 1932 - Petition of Mary E. Koomer, et al filed.
Dec. 2 1932 Bill to 4/4/33	4	
	Pro. 2.50 " Pd by Recvr 1-6-33 .50	

Continued from Page 49 - February T. 1932 No. 2

Lloyd Duttry	39.30	Transferred to M. Kovach $39.50
Orvis Duttry	83.40	Paid 13.54 Trans. 69.86 to M. Kovach
Harry Fisher	69.00	Paid 63.54 Balance 5.46 plus int. 4.15 -- total 9.61
Alex Frankhouser	80.50	Paid 74.13 Balance 6.37 plus int. 4.83 -- total 11.20
Frank Frantz	178.50	Paid 58.78 Transferred 119.72 to M. Kovach
Walter S. Fullerton	279.30	Paid 101.93
Wayne Halten	117.25	Transferred 294.62 to Home Bldg. & Loan
	396.55	396.55
H. M. Frye	$108.00	Transferred to Home Bldg. & Loan $108.00
Droze H. Hamilton	108.18	Transferred to M. Kovach
Frank A. Harley	71.36	Paid 11.55 Trans. 5.67 to Cur. Water Co. " 10.08 to Gates Hdwe. Co. " 44.17 to M. Kovach Total $71.36
H. H. Hardlock	229.25	Paid $117.62 Transferred 11.37 to Cur. Water Co. 25.00 to M. Kovach Balance 15.26 plus int. 11.59 -- total 26.85
		Transferred 61.39 to Bloom's Cash Market
Frank Hadden	277.00	" 215.61 to M. Kovach
Alex Harley	116.25	Transferred 1.50 to Gates Hardware Co.
William P. Harley	82.00	Paid 96.38 Transferred 8.24 to Curwensville Water Co. " 4.34 to Gates Hdwe. Co. " 20.06 to Bloom's Cash Market 5.18 Paid 4/1/32 5.25 Transferred 47.23 to M. Kovach
Wayne Halten	117.25	Transferred to Walter Fullerton $117.25
E. P. Halt	62.21	Paid 57.29 Balance 4.92 plus int. $3.76 -- total $8.68
L. H. Hoover	275.20	Transferred $60.00 to Bloom's Cash Market 13.99 to Cur. Water Co. 201.21 to M. Kovach $275.20
Alton Hummel	86.00	Paid $79.20 Bal. 6.80 plus int. 5.15 -- total $11.95
Dewey Hummel	45.60	Transferred $18.30 to Curwensville Water Co. 27.30 to Gates Hardware
George Jones	7.00	Paid in full 4/1/32
C. Victor Kirk	19.75	Paid in full 4/1/32
Vern Long	6.29	Paid in full 4/1/32
Henry Marshall	15.90	Transferred to Gates Hardware Co. $15.90
Jack Mallon	139.10	Paid 128.10 Bal. 11.00 plus int. $8.35 -- total $19.35
Hugh Mallon	104.80	Paid 96.51 Bal. 8.29 plus int. 6.31 -- total 14.60
Dominick Martinak	19.25	Transferred to Gates Hardware Co. $19.25
Percy Mauzey	28.85	Paid $2.88 Transferred 25.97 to Patton Block Co.
George Mayerskff	181.68	Paid 131.83 Transferred 38.53 to Gates Hde. Co. Bal. 11.32
Aneley Meckley	58.80	Paid 22.20 Transf. 32.07 to Home Bldg. & Loan Asso. Bal. 4.53 plus int. .60 -- total 5.15 58.80
James E. Milleron	491.00	Paid 452.17 Bal 38.83 plus int. 29.47 -- total $68.30
Frank McLaughlin	116.60	Paid 107.38 Bal. 9.22 plus int. 6.98 -- total 16.20
James F. McLaughlin	100.00	Paid 10.00 Transferred 90.00 to Joseph Schrote
Clair J. Neff	379.05	Transferred 25.00 to Bloom's Cash Market Paid 263.84 to M. Kovach 90.21
Thomas Neff	5.40	Paid in full 4/1/32
Joseph Orlando	186.55	Transferred 93.70 to Bonsal Chev. Co. 59.75 to Gates Hde. Co. 29.79 to S. St. Leonard " 3.31
Henry Passarelli	169.75	Paid 156.32 Bal. 13.43 plus int. 10.19 -- total 123.62
Dewey Passarelli	45.98	Paid 42.34 Bal. 3.64 plus int. 2.75 -- total $6.39
A. A. Passarelli	169.75	Paid 156.32 Bal. 13.43 plus int. 10.19 -- total 23.62
R. C. Peoples	60.00	Transferred to M. Kovach $60.00
E. E. Post	5.40	Paid in full 4/1/32
Joe Panco	71.55	Paid 65.89 Bal. 5.66 plus int. 4.29 -- total 9.95
A. G. Rader	111.82	Transferred 50.81 to Bloom's Cash Market " 10.00 to J. T. Dale " 51.01 to M. Kovach 111.82
Harry R. Rhodes	43.65	Paid 40.19 Bal. 3.46 plus int. 2.62 -- total 6.08
Kenneth Robinson	198.30	Paid 13.30 Transferred 185.00 to Mrs. T. MacTavish
Edmest Rowles	163.35	Transferred to M. Kovach 163.35
K. A. Russel	16.00	Paid in full 4/1/32
George M. Shaffer	202.50	Paid 186.48 Bal 16.02 plus int. 12.16 -- total 28.18
Harry Shaffer	79.20	Transferred 60.2 15.00 to Bloom's Cash Market Paid 60.38 to M. Kovach 3.92
Ruth A. Shedrer	68.37	Transferred to M. Kovach $68.37
Lloyd Swatsworth	18.90	Transferred 12.41 to M. Kovach " 6.49 to Bloom's Cash Market
Ed Tennon	136.85	Transferred 40.00 to Bloom's Cash Market " 65.00 to M. Kovach Paid 29.50 Bal. 2.35 plus int. 2.01 -- total $4.36

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December Term 1932.

John C. Arnold	In re: Mortgage from Fred B. Leavy to Clearfield National Bank, Mortgage Book 86 page 141 in the office of the Recorder of Deeds in Clearfield County	Dec. 2, 1932 - Bill in Equity filed praying that the Court appoint a successor Trustee to the Clearfield National Bank in regard to said mortgage, and that upon said appointment being made the said Clearfield National Bank through its Receiver assign and transfer said mortgage and any bond accompanying the same to the said Trustee appointed vice Clearfield National Bank. And now, Dec. 2, 1932, within petition having been presented on Nov. 28, 1932 at 10:00 o'clock A. M. and the said matter being continued by the Court until Friday, Dec. 2, 1932 at 10:00 o'clock A. M., at which time petition was fully considered and the Court hearing all parties desiring to be heard; It is ordered and decreed, that Clearfield Trust Company is appointed successor trustee to The Clearfield National Bank in regard to the said mortgage given by Fred B. Leavy to The Clearfield National Bank, being a mortgage recorded in Mortgage Book 86 page 141, and that the said Arlo A. Bartholomew, Receiver of Clearfield National Bank, is hereby directed to assign and transfer said mortgage and any bond accompanying the same to the said successor trustee, in trust for the benefit of the holders of Participating Certificates in said mortgage. By the Court. A. K. Chase, P. J.
Dec. 2	5	
	Pro. 2.50 (91)	
	" Pd. by Recvr 1-6-33 .50	
2/3/33	" cop decree W. E. Brown 1.00	
Bill to atty 2/14/33		
		Dec. 3, 1932 - Petition of Carrie E. McGaughey, et al filed.

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Gabriel Tkacik	29.40	Paid	27.07
		Bal.	2.33 plus int. 1.75 -- total 4.06
		Transferred	10.00 to Gates Hardware
		Paid "	24.98 to Half Edmiston Co.
			3.42
Joe Vano	38.40	Paid	55.76
Abe Whitaker	60.55	Bal.	4.79 plus int. 3.64 total 8.43
		Transferred	20.00 to Blagmz Cash Market
Clair Whitaker	64.35	"	27.65 to Gates Hardware Co.
		"	10.00 to M. Kovach
		Paid	6.70
M. C. Winslow	251.60	Paid	231.70
		Bal.	19.90 plus int. 15.09 -- total 34.99
Kenneth Knight	41.85	Transferred to Gates Hdw. Co.	41.85
Southside Garage	6.00	Paid in full	4/1/32
C. O. Nonnes	412.00	Paid	379.41
		Bal.	32.59 plus int. 24.71 -- total 57.30
Harry G. Gates	200.00	Paid	184.18
		Bal.	15.82 plus int. 12.05 -- total 27.87
J. Thomas Dale	860.20	Paid	793.50
		Bal.	66.70 plus int. 51.40 -- total 118.10
	Total		$ 9,048.04

Exhibit "B" -- Report on Labor Claims -- Cuyahoga Falls Chamber of Commerce

	Claim	Interest	Total	Paid	Balance
Frank Bennett	291.00	17.50	308.50	267.98	40.52
Paul Beckford	38.24		38.24	38.24	
W. G. Bell	10.52		10.52	10.52	
L. F. Bantell	4.00		4.00	4.00	
Roy Borger	10.00		10.00	10.00	
A. J. Bonsall	93.70	5.63	99.33	86.29	13.04
John A. Dale	26.00		26.00	26.00	
J. Thomas Dale	850.20	51.40	901.60	783.50	118.10
Curtis Devore	83.50	5.00	88.50	76.99	11.51
Frank Duttry	116.98		116.98	116.98	
Orvis Duttry	13.54		13.54	13.54	
Harry S. Fisher	69.00	4.15	73.15	63.54	9.61
Alex Frankhouser	80.50	4.83	85.33	74.13	11.20
Walter Fullerton	101.93		101.93	101.93	
Frank Frantz	58.78		58.78	58.78	
H. H. Gaydosh	192.88	11.59	204.47	177.62	26.85
Harry G. Gates	200.00	12.05	212.05	184.18	27.87
E. P. Holt	62.21	3.76	65.79	57.29	8.68
Alton Hummel	86.00	5.15	91.15	79.20	11.95
Frank Hasley	17.19		17.19	17.19	
Wm. Hasley	5.25		5.25	5.25	
Alex Hasley	8.47		8.47	8.47	
George Janek	7.00		7.00	7.00	
Victor Kirk	19.75		19.75	19.75	
Vern Long	6.29		6.29	6.29	
Percy Maufrey	2.88		2.88	2.88	
Jack Mallah	139.10	8.35	147.45	128.10	19.35
Hugh Mallon	104.80	6.31	111.11	96.51	14.60
James E. Million	491.00	29.47	520.47	452.17	68.30
George Mayersky	143.15	8.59	151.74	131.83	19.91
Anabel Meckley	26.73	.62	27.35	22.20	5.15
Frank McLaughlin	116.60	6.98	123.58	107.38	16.20
James McLaughlin	10.00		10.00	10.00	
Mrs. T. MacTavish	185.00	11.11	196.11	170.37	25.74
Clair J. Neff	90.21		90.21	90.21	
Thomas Neff	5.40		5.40	5.40	
C. O. Nonnes	412.00	24.71	436.71	379.41	57.30
Joseph Orlando	3.31		3.31	3.31	
Joseph Pancy	71.55	4.29	75.84	65.89	9.95
M. A. Passarelli	169.75	10.19	179.94	156.32	23.62
Henry Passarelli	169.75	10.19	179.94	156.32	23.62
Dewey Passarelle	45.98	2.75	48.73	42.34	6.39
E. E. Park	5.40		5.40	5.40	
Harry Rhodes	43.65	2.62	46.27	40.19	6.08
Robert Ryegel	16.00		16.00	16.00	
Kenneth Robinson	13.30		13.30	13.30	
Southside Garage	6.00		6.00	6.00	
Harry Shaffer	3.92		3.92	3.92	
Geo. M. Shaffer	202.50	12.16	214.66	186.48	28.18
Edward Tehnan	31.85	2.01	33.86	29.50	4.36
Gabriel Tkacik	29.40	1.73	31.13	27.07	4.06
H. J. Thompson	151.35	9.07	160.42	139.38	21.04
Joseph Vano	3.42		3.42	3.42	
M. C. Winslow	251.60	15.09	266.69	231.70	34.99
Clair Whitaker	6.70		6.70	6.70	
Abram Whitaker	60.55	3.64	64.19	55.76	8.43
Hall-Edmiston Co.	24.98	1.19	26.17	23.41	2.76
Bloom's Cash Mkt.	430.27	25.87	456.14	396.30	59.84
Gut Kater Co.	56.85	3.39	60.24	52.37	7.87
Gates Hardware Co.	298.68	17.95	316.63	264.78	41.85
M. Kovach	2317.07	157.17	2474.24	2105.88	368.36
Home Bldg. Loan	434.69	33.14	467.83	394.80	73.03
S. J. Leahard	29.79	1.96	31.75	27.17	4.58
Patton Block Co.	25.97	1.70	27.67	23.69	3.98
Joseph Schrate	90.00	5.90	95.90	82.09	13.81
D. H. G. E. Homan	15.00	1.22	16.22	12.99	3.23
	$ 9,189.08				1255.91

Now, Sept. 26, 1933, confirmed Ni Si, absolutely unless exceptions filed in four days By the Court A. K. Chase, P. J.

Now, Sept. 30, 1933, no exceptions filed, confirmed absolute. H. R. Gallagher, Pro.

Continued on Page 298

December Term 1932

John C. Arnold	In re: Mortgage from Wm. B. Holmes, Jr. and Rose Holmes, his wife, to Clearfield National Bank, Mortgage Book 85 page 431 In the office of the Recorder of Deeds in Clearfield County	Dec. 3, 1932 - Bill in Equity filed praying that this Court appoint a successor Trustee to the Clearfield National Bank in regard to said mortgage, and that upon said appointment being made the said Clearfield National Bank through its Receiver assign and transfer said mortgage and any bond accompanying the same to the said Trustee appointed vice Clearfield National Bank. And now, Dec. 2, 1932, within petition having been presented on Nov. 28, 1932 at 10:00 o'clock A.M. and the said matter being continued by the Court until Friday, Dec. 2, 1932 at 10:00 o'clock A.M., at which time petition was fully considered and the Court hearing all parties desiring to be heard, It is orderd and decreed, that The County National Bank is appointed successor trustee to The Clearfield National Bank in regard to the said mortgage given by Wm. B. Holmes, Jr. and Rose Holmes to The Clearfield National Bank, being a mortgage recorded in Mortgage Book 85 page 431, and that the said Orlo A. Bartholomew, Receiver of The Clearfield National Bank, is hereby directed to assign and transfer said mortgage and any bond accompanying the same to the said successor trustee, in trust for the benefit of the holders of Participating Certificates in said mortgage. By the Court. A. R. Chase, P.J.
Dec. 3	6	Dec. 3, 1932 - Petition of Howard Brown, et al filed.
Paid to Cathy 9/14/33	Pro. By Recpt 5-5-40 2.50 91 " Pd by Recvr. 1-6-33 .50	

Continued from Page 24 Frederick B. Kerr vs Potts Run Coal Co. No 4 May T. 1932

Frederick B Kerr and wife to the respective purchasers were in full force and effect and said titles are hereby declared free and clear of any liens and claims against the Potts Run Coal Company By the Court. H. Wallace Smith. P.J.

Mar. 4. 1935. Receivers Petition in respect of the Boardman Coal Company's indebtedness and Order of Court filed. Feb 16. 1935 the foregoing petition of Frederick B. Kerr and Edward T. Kelley Receivers of Potts Run Coal Company submitted and considered, and it appearing to the Court that the purposes thereof are meritorious and are essential to the consummation of the proposed settlement by said Receivers with the Boardman Coal Company of Hartford, Connecticut. It is ordered, adjudged and decreed as follows.

From the two recited notes of the Boardman Coal Company of Hartford, Conn, and/or their renewals, as the case may be, said Receivers are authorized and empowered to stripe the endorsements of Potts Run Coal Company thereon Whether made in that name or by themselves as Receivers, or both,

Potts Run Coal Company, after giving effect to any payment to which Clearfield Trust Company of Clearfield Pa, may receive on account of said notes of the Boardman Coal Company made to Potts Run Coal Company, and held by it, is hereby authorized and empowered to make, execute and deliver new notes representative of said indebtedness which notes shall run to the Clearfield Trust Company in place of those which it shall surrender,

Said Receivers are authorized and empowered in their discretion and judgment to execute such replacement notes in their names as Receivers of Potts Run Coal Company if they deem it necessary or expedite,

Said Receivers are authorized to do such other acts and take such other steps incidental to the foregoing authorizations as may be necessary or desirable in respect of the subject matter. By the Court

H. Wallace Smith, P.J

Mar. 4. 1935. Receivers' Petition for leave to Compromise Claim & Order of Court,

Feb. 16. 1935 the foregoing Pet. of Frederick B. Kerr and Edward T. Kelley Receivers of Potts Run Coal Company submitted and considered, and it appears to the Court that the objects thereof are meritorious and if accomplished will result in benefit to the Corporation in receivership

It is Ordered, adjudged and Decreed as follows:-

(1) Concurrently with receipt by them of their pro rata of the sum of $5430.00, less expenses attendant upon its collection offered by the Boardman Coal Company of Hartford, Conn, in settlement of its note indebtedness mentioned in the foregoing petition, said receivers are authorized and empowered

(A) To deliver to said The Boardman Coal Company, its promissory notes in sum of $15,000.00 held by them.

(B) To deliver to said Corporation the certificates representative of its Common and preferred stock held by them, together with any of such pledged preferred stock owned by Potts Run Coal Company and posted as security as may be returned to it.

(2) To Consent to the surrender by the First Natl Bank of Patton, Pa. to the Boardman Coal Co. of Hartford Connecticut, all of the promissory notes of the latter, in the amount of $20,000.00 held by said Bank as Collateral to the obligations of Potts Run Coal Company in the possession of said bank without prejudice to any rights of said bank in respect thereof.

To do such other acts and take such other steps incidental to such authorizations as may be necessary or desirable and may aid said Receivers in consummating the proposed settlement, By the Court H. Wallace Smith P.J

Mar. 4. 1935 Receivers further petition with respect to Compromise of Claim and Order of Court filed.

Feb 16. 1935 the foregoing petition of Frederick B. Kerr and Edward T. Kelley

Contd to Page 63

Cont'd from Page 39. No. 7 Sept. T. 1932 - Jean Snyder Croan, et al vs John Snyder, et al.

That the principal of said mortgage has been reduced by payments from time to time by the said Jennie Snyder until at the time of feling this Bill, the amount due thereon is $2500.00.

Fifth: That subsequent to the conveyances of the real estate as above set forth to the said Jennie Snyder, to wit; after the 2nd day of Dec., A.D. 1930, the said Jennie Snyder married Abraham Levy, also known as Abram Levy.

Sixth: That prior to said marriage the said Jennie Snyder (a single woman) and the said Abraham Levy entered into a pre-nuptial agreement wherein and whereby the said Abraham Levy agreed to disclaim and release to the said Jennie Levy, her heirs, legal representatives, assigns, legatees, and devisees, all and singular, and every right, claim and estate, actual, inchoate, or contingent and of every kind and character he might, would, or could have, hold, or acquire in, to, or upon all or any of said property (above described), by reason of said marriage and by reason of being or by reason of having been the husband of the said Jennie Snyder, said agreement being entered of record in the Office for the Recording of Deeds in and for Clearfield County in Miscellaneous Book, Volume No. , Page No. , and not yet entered of record in Elk Co., Pa., but intended so to be. The contents of said pre-nuptial agreement is hereby specifically referred to and incorporated in this Bill as fully and effectually as though the same were set forth herein at length.

Seventh: That the said Jennie Snyder Levy, being so seized of the above described premises in her demesne as of fee, departed this life on the 8th day of May, A.D. 1932, at her residence in Weedville, Elk Co., Pa., intestate, and leaving to survive her the following heirs-at-law and none other, to wit: John Snyder, one of the defendants herein, a brother; and the plaintiffs herein, to wit: Rhoda Snyder Pearl, Bernard Snyder, Benjamin Snyder, Elizabeth Snyder Burnfield and Jean Snyder Croan, all of whom are the only children of Jacob Snyder, a deceased brother of the said Jennie Snyder Levy.

Eighth: No children were born to the said Jennie Snyder Levy. Accordingly, all the said real estate owned by the said Jennie Snyder Levy has vested in the parties plaintiff and defendant herein, in fee.

Ninth: That the larger part in value of the estate of Jennie Snyder Levy, deceased, is and was at the time of the death of the said Jennie Snyder Levy, situate in the County of Clearfield, State of Pa.

Tenth: That by reason of the above recited conveyances, pre-nuptial agreement, etc., and under their true and legal construction and meaning, your Orators, the said Jean Snyder Croan and Frank Croan, her husband, in the right of the Jean Snyder Croan; Elizabeth Snyder Burnfield and Samuel Burnfield, her husband, in the right of the said Elizabeth Snyder Burnfield; Bernard Snyder and Ethel Snyder, his wife, in the right of the said Bernard Snyder; Rhoda Snyder Pearl and Abraham Pearl, her husband, in the right of the said Rhoda Snyder Pearl; and Benjamin Snyder (a single man), are entitled to have set part unto each of them in fee, one full one-tenth part or share of the whole of the real estate above described, and the said defendant hereto is also entitled to have set apart to him his several and respective share in said real estate, to wit: the full one-half thereof, absolute and in fee.

Eleventh: Your Orators aver that the parties named and set forth in the foregoing Petition are all the parties in interest, and are the sole owners of the said lands of which partition is sought, and of which your Orators claim to be entitled to have partition. None of them have parted with, assigned, or conveyed his or her respective interest, or any part thereof.

Twelfth: All of the said parties plaintiff and parties defendant are of full age.

Thirteenth: That the said Jean Snyder Croan and Frank Croan, her husband, by written Power-of-Attorney dated the 29th day of June, A.D. 1932, duly acknowledged and recorded in the Office for the Recording of Deeds in and for Clearfield County, in Miscellaneous Book Volume No. , Page No. , nominated, constituted, and appointed F. Fugler as their and each of their Attorney-in-Fact for the purpose of

Cont'd on next page.

Cont'd from Page 56. No. 7 Sept. T. 1932.

instituting this proceeding; reference to the record of the said Power-of-Attorney is hereby specifically made, and each and every part thereof is hereby incorporated in this Bill by reference.

Fifteenth: That the said Elizabeth Snyder Burnfield and Samuel Burnfield, her husband, by written Power-of-Attorney dated the 27th day of June, A.D., 1932, duly acknowledged and recorded in the Office for the Recording of Deeds in and for Clearfield County in Miscellaneous Book Volume No. , Page No. , nominated, constituted, and appointed F. Fugler as their and each of their Attorney-in-Fact for the purpose of instituting this proceeding; reference to the record of said Power-of-Attorney is hereby specifically made, and each and every part thereof is hereby incorporated in this Bill by reference.

Sixteenth: That the said Bernard Snyder and Ethel Snyder, his wife, by written Power-of-Attorney dated the 27th day of June, A.D. 1932, duly acknowledged and recorded in the Office for the Recording of Deeds in and for Clearfield County in Miscellaneous Book, Volume No. , Page No. , nominated, constituted, and appointed F. Fugler as their and each of their Attorney-in-Fact for the purpose of instituting this proceeding; reference to the record of said Power-of-Attorney is hereby specifically made, and each and every part thereof is hereby incorporated in this Bill by reference.

Seventeenth: That the said Benjamin Snyder (a single man), by written Power of Attorney, dated the 29th day of June, A.D. 1932, duly acknowledged and recorded in the Office for the Recording of Deeds in and for Clearfield County in Miscellaneous Book, Volume No. , Page No. , nominated, constituted, and appointed F. Fugler as his Attorney-in-Fact for the purpose of instituting this proceeding; reference to the record of said Power-of-Attorney is hereby specifically made -- and each and every part thereof is hereby incorporated in this Bill by reference.

Eighteenth: Your Master values the land situate in DuBois as described in Paragraph 3 at $18,000.00.

Nineteenth: Your Master values the land situate in the Village of Weedville, Elk Co., Pa., as fully described in Paragraph 3 at $2,000.00.

Twentieth: The Master finds as a fact and law that the property could not be divided or partitioned without spoiling said property.

Twenty-First: It was agreed by the parties to this partition through their Counsel, that the property was to be valued at the valuations set forth. Copies of said acknowledgment of the agreement are attached to and made a part of this report.

All of which is respectfully submitted. Carl A. Belin, Master.

Now, Dec. 5, 1932 confirmed ni. si. absolutely unless exceptions in four days. By the Court. A. R. Chase, P. J.

Now, Dec. 19, 1932 - confirmed absolute. H. R. Gallagher, Prothonotary.

June 5 - 1933 Motion for Rule to accept or refuse Land at Appraisement filed

Now 5th day of June 1933 report of the Master appointed in the above stated Cause having been filed & Confirmed by your Honorable Court, on motion of L. D. McCall of Counsel for Celts, a rule is granted on all persons interested in said cause to appear in Court the first Monday of July next at 10.00 o'Clock in the forenoon then & there to accept or refuse the land at the valuation & appraisement fixed by the Master or offer in writing the sum of the appraisement above the valuation reported, or show cause why the same should not be sold. Ret. 1st Monday of July - 1933

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

Now June 5 - 1933 Service accepted for Defendant by copy W. C. Abbey

June 16, 1933 - Liveright and Smith enter appearance as attorneys for the Defendants in this Case. Liveright & Smith Attys for Defts

July 3, 1933 (Supplemental) Masters Report filed. Now July 3, 1933 Report confirmed Nisi absolute unless Exceptions are filed four days. By the Court. A. R. Chase P.J.

Continued on Page 135

February Term 1933

Rentz & Rentz	The DuBois National Bank of DuBois, Pa., a corporation	Dec. 8, 1932 - Bill in Equity filed praying that an injunction be issued against the said Adeline Hepfer, Louisa Hepfer and Samuel C. Hepfer restraining them from in any way selling, or exposing to sale, or encumbering the said premises, to wit: Lots
Dec. 8	1	Nos. 247, 251 and 252 of the Van Tassel Addition, situate in the City of DuBois and that the plaintiff
Wm C Chase		be awarded such further and other equitable
Bert A Hoffman →	Adeline Hepfer, Louisa Hepfer and Samuel C. Hepfer.	relief as it may be entitled to in this case.
		Dec. 8, 1932 - Nine copies certified to Shff.
		Dec. 8, 1932 - Petition filed.
Bill Pd 8/1/33		Now, 8th day of December, 1932, the foregoing
	204	petition having been read, it is therefore ordered,
	Cro. by Peff 8/16/33 2.50	adjudged and decreed that the Recorder of Deeds of
	" cert. 2.00	Clearfield County shall note on the margin of the record
	SRff. mcd. 11/3/33 by Peff. 13.40	of the deed of Louisa Hepfer or Louisa A. Hepfer and
See receipt in file for the sum paid by Peff.	L. W. Smith, Pd by Peff 10.00	Samuel C. Hepfer to Adeline Hepfer, recorded in
	Cro .50	Deed Book No. 299, page 92, that a Bill in Equity
	" .50	has been filed in the Court of Common Pleas of
	" .50	Clearfield County to No. 1 February Term, 1933,
	" .50	attacking the said conveyance on the ground of
	" 1.50	fraud, so that intending purchasers may have
	" .50	notice that this proceeding has been commenced,
	" .50	and for so doing this shall be the warrant of said
	" .50	Recorder. By the Court. A. K. Chase, P. J.
Ltr to Pratt 10-12-33	32.90	Dec. 8, 1932 - Order certified to the Register & Recorder.
Nov. 3-1933		Now Dec 9 - 1932 Served within Bill of
Rec'd of Cnty & Cnty #20.40		Complaint on Louisa Hepfer & Samuel C. Hepfer by
shff & Cro Cst		Handing to each of them a true & attested copies of
in full		within Bill of Complaint & making known unto each
W. R. Gallagher		of them contents thereof. Now Jan. 20 - 1933 Served
Cro.		on Adeline Hepfer by L. W. Smith (personally by
		3 copies) as per his return attached & made part
		of this return - So Ans. Wm C. McCl - Shff.
		Feb. 11, 1933 By paper Wm C. Chase & Bert A. Hoffman Attys
		enter their appearance for Adeline Hepfer. Deft
		Feb. 17, 1933 Motion for Decree Pro Confesso. filed
		Now 17th day of Feb. 1933 The DuBois Natl
		Bank of DuBois, Pa the above named Peff. by
		its attorneys, Rentz & Rentz, moves that the
		Bill filed in the above captioned action
		be taken pro. confesso as against Louisa
		Hepfer and Samuel C. Hepfer. Two of the
		Defts. for failure to enter an appearance
		and file an answer to the said Bill, said
		Defts having been duly served with copies
		of the Bill, and the time for an appearance
		and answer thereto having expired.
		Rentz & Rentz Attys for Peff.
		Feb. 20 - 1933 - Answer of Adeline Hepfer filed
		And now Feb. 25 - 1933 Service of within and
		hereby accepted - Cnty & Cnty.
		May 17, 1933 Plaintiff's Replication to answer
		of Adeline Hepfer, filed.
		May 15, 1933 Service accepted for Adeline Hepfer by copy. Bert C. Hoffman,
		William C. Chase, Attys for Adeline Hepfer.

May 22. 1933 Rule for Depositions filed. Peff by Attys enters a rule for Commission to be issued to Charles D. Forrer Esq of City of Parkersburg State of West Virginia to take the testimony of witnesses on the annexed interrogatories to be read in evidence on the trial and argument of the above case

May 22. 1933 We agree that Commission may be issued to the Commission within named June 2. 1933. Bert C. Hoffman. Wm C. Chase. Atty for Adeline Hepfer.

Now May 22. 1933 Service accepted for Adeline Hepfer by copy Bert C. Hoffman. Wm C. Chase, Attys for Adeline Hepfer

June 2. 1933 Commission issued and given to Reutz & Reutz attys

June 15. 1933 Depositions taken before Charles D. Forrer Esq filed

Oct. 11, 1933, Order & Decree of Court filed

Now, Oct. 11, 1933, this case regularly on the Equity List came on to be heard; after hearing proofs and allegations of the plaintiff and defendants, and arguments of counsel thereon, and after due consideration thereof, it is ordered, adjudged, and decreed that the Bill of Complaint in this case be dismissed at the cost of complainant; that the order made on the 8th day of December, 1932, directing the Recorder of Deeds of the County of Clearfield, in the State of Pennsylvania to note on the margin of the record of the deed of Louisa Hepfer and Samuel C. Hepfer to Adeline Hepfer, as recorded in Deed Book 299, Page 72, be cancelled and stricken from the record upon delivery to the Recorder of Deeds of the County of Clearfield a certified copy of this order, and that the Recorder of Deeds of the County of Clearfield be hereby directed to note said cancellation upon the margin of the record of said deed.

This decree to be taken nisi and on failure of plaintiff or defendants to file exceptions thereto within thirty (30) days from the date of this decree, the decree to become absolute and final and conclusive on all parties to this suit

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

Nov. 20 1933 Prothonotary is directed to enter Final Decree in the above Action for failure of Exceptions to the Decree Nisi. Reutz & Reutz Attys for Du Bois State Bank

Now Nov 20 1933 Final Decree Entered W. R. Gallagher Prothy

February Term 1933

Lentz & Lentz	B. M. Osburn	Dec. 14, 1932 - Bill in Equity filed praying that a Receiver for Diamond Drilling & Exploration Co., a corporation, be appointed, temporary now and
Dec. 14	2	permanent hereafter, to take over the fund identified in the Bill of Complaint; that John Q. Grover and Ralph H. Coleman, liquidating trustees, be required
	Diamond Drilling & Exploration Company, a corporation, and	to transfer said fund to said Receiver; and that in particular defendants, jointly and severally, be enjoined and restrained from making any other disposition
L. & S.	John Q. Grover and Ralph H. Coleman, Liquidating Trustees	of said fund of $5,081.51 than by delivery to the Receiver to be named by this Court; that such Receiver be empowered and required to state and file an account and to make distribution.
		Dec. 14, 1932 - Six copies certified to Shff.
Pro. by Atty. 12/14/32 CK 291	2.50	Now Dec 19 - 1932 Served the Diamond Drilling &
Shff. McCl.	8.60	Expl. Co. a Corp. personally by 3 Copies to John Q. Grover,
Exo.	.50	liquidating Trustee, Service on John Q. Grover,
"	.50	personally by 3 copies of writ. Return of Nehil
"	.50	Robt as to Ralph H. Coleman Liquidating Trustee.
"	1.00	So ans. Dpy C. McCl. Shff.
"	.50	Dec. 22 - 1932 - By Cogy filed Lovett & Smith
" Cert. Copies	3.00	Attys enter their appearance for John Q. Grover
"	.50	Jan 9. 1933 Motion for extension of time filed
"	1.00	Jan 9. 1933 the foregoing motion is considered and
"	.50	John Q. Grover liquidating trustee, is granted
"	.50	until Feb 18. 1933 to file his answer to the
"	1.00	bill of Complaint. By this Court A. R. Chase P.J
B. M. Osburn 293/CK	10.00	Now Dec 19 - 1932 Served Bill In Equity on
Robt V. Maine Costs 293/CK	24.00	Diamond Drilling & Expl. Co. Deft by 3 Copies
Robt V. Maine Rec'r fee 294/CK	25.00	personally to John Q. Grover Pres of said Corp.
Pro	1.00	Dpy DuBois, Dpd. Co. Co.
	80.60	Jan. 12 - 1933 - Petition for appointment of
1st Def'ts Atty 2/14/33 Pro 3/8/33	.50	Receiver filed by Canty & Canty, Affidavit for
Exo.	1.00	Appointment of Receiver & Preliminary Injunction.
Pro	1.00	filed same Date Court Order filed
Pro	.50	Now 12th day of Jan. A. D. 1933 - therefore
		in Consideration of the premises aforesaid It is
		ordered adjudged & decreed, that Robert V. Maine
		be & is hereby appointed Recr., bonded in the sum
		of Six Thousand ($6000.00) Dollars to be filed
		with sureties to be approved by this Court, to take
		over and take from the said John Q. Grover &
		Ralph H. Coleman and the Detroit Natl. Bank of
		DuBois Co. the aforesaid sum of $5,081.51
		& to deposit the same to the credit of the said
		Receiver in such bank or banks as the said
		Recr. shall elect and the said John Q. Grover,
		Ralph H. Coleman and the Detroit National Bank
		are hereby directed to pay over to the said
		Robert V. Maine Recr. the aforesaid sum of $
		$5,081.51 immediately upon notice of this order,
		& further that the said Diamond Drilling &
		Exploration Co, a Corp. John Q. Grover, Ralph
		H. Coleman and B. J. Cleary officers of the said
		Corporation, as well as the said Corp., and all

April 20 1933 Rec of Diamond Drilling Co Costs: B. M. Osburn 10.00; Robt V. Maine 49.00 Atty 2.50; Shf 8.60; Pro 10.50; Total Rec 80.60
W. R. Gallagher Prs

of its directors, stockholders, and Creditors, are hereby strictly enjoined and Commanded that they, and their agents, servants, employees or representatives shall desist from attempting, by any legal proceedings either directly or indirectly to Institute the appointment of any Recr. in the Courts of the State of Delaware or to remove from the jurisdiction of the Courts of Equity of the County of Clearfield any of the funds, monies, or assets, of the Diamond Drilling & Exploration Company and from likewise attempting in any manner through any of their servants, agents, employees, attorneys, or other representatives, to remove or attempt to remove by any manner or process, any of the funds, properties or monies of the said Diamond Drilling & Exploration Company without the jurisdiction of the Courts of the County of Clearfield and the said Robert V. Maine Recr. herein appointed to hold & keep the said monies herewith directed to him until disposition of the original Bill of Complaint filed herein, and to the other matters alleged therein until such further disposition shall be made of the entire proceedings by this Court. This order to be Made Returnable the 23rd Day of January 1933. By the Court - A.R. Chase C.J.

Jan. 12 - 1933 Petitioner's Bond. Filed B. M. Osburn, Surety and Glens Falls Indemnity Company of Glens Falls New York as Surety. In the sum of #500.00

Jan 12 - 1933 Bond approved By the Court. A.R. Chase C.J.

Jan 13 - 1933 - Recvr's Bond. Robert V. Maine Surety and Glens Falls Indemnity Co. Surety. In Sum of #6000.00. Filed. Now Jan 13 - 1933 - Bond approved by the Court A.R. Chase C.J.

Jan 13 - 1933 Sff's Petition for service on Ralph H. Coleman filed

Jan 13 - 1933 Court Order Filed: Now 13th day of Jan. 1933. It is ordered adjudged & decreed that service of said Bill in Equity filed as aforesaid on the 14th day of December. 1932 - be served on the said Ralph H. Coleman at his place of business in Chamber of Commerce Bldg., City of Pittsburg. Court of Allgh. & State of Penna. by Sff. of Clf. Co. deputizing the Sff of Allegheny Co. by handing the said Ralph H. Coleman true & correct copies of said Bill in Equity, together with a true & correct copy of this order & said service to be made & returned to this Court on or before the first Monday of Feby. 1933, all of which is provided by Section 1 - of the Act of April 6 - 1859 P.L. 387. By the Court A.R. Chase C.J.

Jan 19. 1933 affidavit of service of Robert V. Maine Recvr. filed as follows served Order of Court made Jan 12. 1932 on Diamond Drilling & Exploration Co by handing a Copy thereof to John G. Grover Pres. on Deposit Natl Bank by handing same to J. L. Neumeyer. Cashier of Deposit Natl Bank. and served a copy of said order on John G. Grover. Deft. Liquidating Trustee by handing same to him personally in City of DuBois aforesaid on the 14th day of Jan. A.D. 1933. Robert V. Maine

Jan 25 - 1933 Petition for amendment to Bill of Complaint filed by Petr & Petr. Now Jan. 25 - 1933 - Amendment allowed as prayed per A.R. Chase C.J.

Now Jan. 25 - 1933 - It is Ordered & decreed as follows: that John G. Grover & R. H. Coleman Liquidating Trustees of the Diamond Drilling & Exploration Company are directed to file their account as such to the above No. & Term within thirty days hereof.

(2) Said account is ordered to be advertised by the accountants, & notice thereof to be given by them in accordance with Rule 72 of the Rules of Equity Practice.

Continued On Page 62

February Term 1933

Liveright & Smith	Joseph Dzendzera	Dec. 22, 1932 - Bill in Equity filed.
		Joseph Dzendzera, plaintiff, complains and
		says: The defendants herein have refused to pay
Dec. 22	3	the plaintiffs salary from August 1st to November 1st,
		or a period of three months, there being due and
		owing the plaintiff herein at the present time the sum
B. O. & S.	Peter Garbinisky,	of $276.00 with interest on the component parts
	George Yurko, Mike	thereof from the due dates. Plaintiff herein has been
	Janochko, Peter	required to disburse the sum of $50.00 for rent,
	Baranic, Walter	$10.00 for office expenses and $14.00 for coal, all of
	Chihon, Anthony	which should have been furnished by the defendants
	Donchok, Luke Homo,	and which they were bound to furnish under the
	Paul Sauper, Alex	terms of plaintiff's appointment.
	Kost, Harry Dudak,	Frequent demand has been made by the
	Andrew Sdkolyk,	plaintiff herein from the defendants for payment of
	Harry Berehovski,	said salary, but such payment has been refused.
	representing themselves	Wherefore plaintiff requires relief and the aid
	and all others having	of the court of equity in which behalf he prays as follows:
	a like interest.	That judgment be given to him and against
		the defendants named representing themselves and
		all others having a like interest, in the sum of
Pro. by Atty. 12/22/32	2.50	$350.00 with interest on the component parts thereof,
"	.50	from the due dates.
"	.50	That a decree be entered, requiring the
"	.50	payment of such judgment out of the treasury funds
"	.50	of the St. Marys Annunciation Union Greek
"	.50	Catholic Church of the Borough of Kamey, now in
"	.50	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 adjustment between the parties.
		Now, Dec. 23, 1932, service accepted by copy.
		Bell, O'Laughlin & Silberblatt
		attys for Defts.
		Dec. 30 - By Cager filed, Bell, O'Laughlin &
		Silberblatt enter their appearance for the defendants
		Jan 3 - 1933 Answer filed by B. O & S. attys
		Jan. 3 - 1933 Service of answer accepted for Pltff.
		by Liveright & Smith attys
		Feb 20 1933 On Mar Argt List
		Feb 14 1934 Testimony at hearing before Hon W. Wallace
		Smith P.J. on Jan 25 1934 Lodged.
		Feb 27 1934 Request for Finding of Fact and
		Conclusions of Law
		March 1. 1934 Service of within accepted
		Liveright & Smith attys
		Mar. 12 1934 Finding of Fact and Conclusions of Law filed
		with service accepted Feb 20. 1934 by Bell & Silberblatt attys for Deft
		Mar. 12 - 1934 - Opinion & Decree filed.
		now Mar. 9 - 1934 in accordance with the foregoing
		findings of facts, it is ordered & decreed that judgment
		be entered in favor of the defendants, & that the Bill
		in Equity be dismissed at the costs of the plaintiff
		By the Court. W. Wallace Smith P.J.

Contd from Page 55 No 4 May T. 1932 Frederick B Kerr vs Potts Run Coal Co.

Receivers of Potts Run Coal Co. submitted and considered and not appearing to the Court that the purposes thereof are lawful,

It is Ordered adjudged and Decreed as follows,

Concurrently with receipt by them of their pro rata of the sum of $5430.00 less expenses of its Collection offered by the Boardman Coal Company of Hartford Connecticut, in settlement of its note indebtedness to Potts Run Coal Co. said Receivers are authorized and empowered.

1. To the Consent to the surrender by Banta Refrigerator Company of Clearfield Pa., to The Boardman Coal Company of Hartford, Connecticut, of the promissory Note of the latter in the sum of $5000.00 held by said Banta Refrigerator Company as Collateral to the obligations of Potts Run Coal Company in the possession of said Banta Refrigerator Company, without prejudice to any rights of the latter in respect thereof.

(2) To do such other acts and to take such other steps incidental to such authorization as may be necessary or desirable and as may aid said receivers in Consummating the proposed settlement with said Connecticut Corporation. By the Court W. Wallace Smith P.J.

Feby 19 - 1934 - Boalsburg & Boulton. Enter appearance for Mary Seymour Brooks.

Aug. 20, 1937 Petition of Receivers of Potts Run Coal Co. to execute deed to Elisha W. Davis and Edgar H. Butler for Lot #65, Second Ward, Clearfield Boro., Filed.

And now June 7, 1937 upon consideration of the annexed petition it is hereby ordered and decreed that Edward J. Kelley and Frederick B. Kerr, Receivers of the Potts Run Coal Co, are ordered and directed to make, constitute, and deliver a good and sufficient deed, free and clear from any and all liens against the Potts Run Coal Co. to Elisha W. Davis and Edgar H. Butler for lot #65 in the plan of dwelling houses located in the Second Ward, Clearfield Boro, for the price of $1500.00 and to receive in payment therefor the sum of $500.00 cash and a mortgage for the sum of $1000.00, payable $10.00 per month at 6% interest, payable semi-annually on the unpaid balance. The said Receivers are hereby authorized and directed to pay the sum of $362.28 in full satisfaction of the Mortgage of the Security Building & Loan Assn against the aforementioned property and the balance of the purchase price shall be paid to and received by the Receivers as an asset of the Potts Run Coal Company. By the Court, W. Wallace Smith, P. J.

See recorded Ltr No 5 May T. 1932

April 24, 1939, Petition of Recvrs. to Compromise and Settle Federal Tax Liens for Income filed.

Now, April 24, 1939, the foregoing petition having been presented and considered, on motion of Smith & Maine, counsel for the Receivers, it is ordered and decreed:

That Frederick B. Kerr and Edward T. Kelley, Receivers of Potts Run Coal Co., be and they are hereby authorized, directed and empowered to pay from the funds in their hands the sum of $250.00 in full compromise and settlement of the amount owed by the said Potts Run Coal Co. in the sum of $132,701.65 to the Department of Internal Revenue of the United States Government, and to pay from the funds in their hands as Receivers of Potts Run Coal Company into their hands as Receivers of the Boardman Coal Mining Company the sum of $250.00, which payment shall be considered as a payment on the principal and interest of the mortgage owed by Potts Run Coal Co. to The Boardman Coal Mining Co., and upon the payment of said sum to the said Frederick B. Kerr and Edward T. Kelley as Receivers of The Boardman Coal Mining Company, they are authorized to pay said sum of $250.00 to the Department of Internal Revenue of the Government of the United States of America, in settlement of the federal income taxes owing by the said The Boardman Coal Mining Co. in the sum of $88,293.86 with interest and penalties; provided however, that if said sums are not accepted by the Federal Government in settlement of said tax liens, the said Receivers shall not make disbursements and said payments shall not be made to apply on the taxes due and owing.

Said Receivers are further authorized, empowered and directed to take any and all steps and execute any and all papers or other instruments that may be necessary or desirable for the purpose of carrying out this decree of the Court.

By the Court W. Wallace Smith, P.J. Contd Page 85

Cert'd Vault 63 Mar 32

February Term 1933

Kramer + Kramer	J. Karl Spencer		Jan 7 1933 Bill in Equity filed praying That the dissolution wrought by the conduct
Jan 7	4		of Defts on Dec 24 1932 be decreed a legal dissolution.
			That the Defts be specifically restrained
W. Albert Ramey	John W. Soult + L. E. Soult		pending this bill and perpetually restrained upon final hearing from disposing of the assets of the Company from withdrawing further funds from bank from buying and from in any manner transferring disposing or concealing the assets of the firm
	Pro by Peff CK 501	2.50	That an account be stated of all and
	Pro	.50	singular the partnership transactions and
	Pro	.50	dealings and that the Defts be directed to
	"	1.50 60	pay to Complainant such sum as shall
	"	1.00	upon due accounting appear to be owing
	"	.50	him.
	"	.50	Such further relief as to your Honorable
	"	60	Court may seem proper
	"	1.50	Clarence R Kramer Atty for Complainant
	"	.50	Now Jan 9 1933 Service accepted by copy.
	"	.50	W. Albert Ramey Atty for Resp.
	Lex Mcel. Trans Co.	84.00	Feb 8 1933 answer of Defts filed service accepted
	Hazlett Hopkins Audit 4-14-34 Ref. Payment Jan	125.00	by 3 copies Kramer + Kramer attys for J Karl Spencer
	Pro.	1.00	Feb 20 1933 On March Argt List
		22.070	Order of Court: Therefore Now March 15 1933 it is
			ordered + directed that the Defts file an accounting
			in the Court of Common Pleas within ten
April 14 1934	Recd of Deft		days from this date of this order. It is
Check for Costs:-	Pro 9.20 Peff 2.50		further provided that either the Peff or the
Total Recd	11.70 W. R. Gallagher Pro.		Defts or both may take exceptions to the said
			accounting when filed within five days from
			the date of filing thereof the Defts to give
7-10-34	Peff Writ Bill Pd C.R.K.	12.12	notice to the Peff of the time of filing
7/16/34	Pro	50	It is further ordered and directed that upon
	Pro	3.00	exceptions taken by either or both of the
	Pro Epp	50	parties that any disputes facts which
	Pro Sup. Court	3.00	may be raised in the Bill in Equity which
	Pro Remitt	1.75	may pertain to the accounting that testimony
W. Albert Ramey	Oct 15. 1934, By letter filed this item pd by Deft. printing Brief	29.64	may be taken on the said disputed facts
			with the same force and effect as if the
			Court had ordered testimony taken to determine
			the issues raised in the Bill and answer
			thereto By the Court A R Chase Pd
			Mar 15 1933 Pet to amend Bill, amendment allowed + filed By the Court A R Chase
			Mar 24 - 1933 - Defts account filed

Operating Statement Jan 1 - 1932 To Dec 31 - 1932

Sales		15,078.32
Material Costs	6,903.94	
Labor	1,410.30	
Truck	829.88	
Touring Car	1,425.93	
Expense	1,141.67	
Discount	183.70	
Salesmen	1,377.80	13,273.22
Profit		1,805.10

(above in common with all statements to date does not take into consideration bad accounts receivable, or does it allow anything for services of the partners)

Operating Statement Jan 1 - 1933 - to Mar. 16 - 1933

Sales		465.63
Merchandise Purchases	89.63	
Labor	79.28	
Expense	187.44	
Car Expense	64.94	
Truck Expense	7.89	
Interest	17.50	
Salesmen	45.00	

Assets + Liabilities as of Dec 31 - 1932

Assets

Accounts Receivable - Book value	19,389.26
Materials - Trust - Equipment estimated value	565.00
	19,954.26

Liabilities

Morris Finance Co.	10.80
A. W. Lounsberry note	700.00
Mrs. F. S. Lounsberry note	475.00
Mrs F. S. Lounsberry labor	54.00
C. D. Ogden Labor	167.38
Ed. L. Shirey + Son	18.82
Geo B. Habel	62.11
Susquehanna Chevolet Co.	15.73
Woodhart Lumber + Supply Co.	48.26
Clearfield Hardware Co.	35.55
Local Finance Co.	51.00
Total	# 1,638.65

above Liabilities Do not include partners labor accounts which to date are as follows

J. Karl Spencer	4,455.15
J. W. Soult	4,251.30
L. E. Soult	10,578.16

Statement as of March 16 - 1933

Assets

One 1931 Chevolet Truck	Stock of Roofing
One 1925 Dodge "	Ladders + Equipment → 565.00
One Typewriter	agg. value of above → 244.27
One " Table	Funds in Bank
One Desk	Accounts Receivable 18,120.29
One Chair	note this is the amount as the books
One Adding Machine	without any deductions for uncollectibles.
One File	Located in New York state + the following
One Gas Heater	Co. Counties: McKean, Warren, Elk, Centre
	Huntingdon, Clearfield, Centre + Indiana

also important: - as Roofs are all guaranteed some repairs and replacements must be made from time to time to make collections possible

Liabilities

Florence Lounsbury note	# 325.00
A. W. Lounsbury note	490.00
C. D. Ogden	42.38

Partners Labor accounts

J. K. Spencer to Date	4,455.15
J. W. Soult "	4,251.30
L. E. Soult to Jan 1 - 1933	10,578.16

Partners accounts
J. K. Spencer Excess of withdrawals over investment + Credits 6,506.11
J. W. Soult " " " " " " " 6,423.73
L. E. Soult " " " " " " " 6,474.78

Now Mar 24, 1933 - Served on us by Cogay - Kramer + Kramer. Continued Page 76

Continued from Page 61

B. M. Osborn vs. Diamond Drilling & Exploration Co. a Corp. et al.
No. 2 Feby. T. 1933.

(3) As soon as said account shall have been filed, the injunction heretofore awarded at the instance of the Plff. shall be deemed vacated & dissolved and an order heretofore made appointing Robert V. Maine temporary receiver, shall thereupon be revoked, and the Sureties upon his bond & upon the bond of the Plaintiff shall be discharged.

(4) Said Robert V. Maine, Temporary Receiver, is hereby relieved of the duty of demanding or taking in to his custody the fund which is the subject of the Bill in Equity, deposited in the names of the liquidating Trustees and on deposit in the Deposit National Bank of DuBois, Pennsylvania.

(5) That the costs of the cause be paid out of the fund.

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

Order — Jan 30. 1933 It is ordered and decreed that the amount paid by the said B. M. Osburn for the premium on the bond aforesaid in the sum of Ten Dollars payable to Glen Falls Indemnity Company Surety, be taxed as a part of the costs on the said fund and payment of said Ten Dollar premium on said bond be paid said B. M. Osburn for the use of Glen Falls Indemnity Company as a part of the costs of said proceedings

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

Now Jan 30. 1933, it is ordered, adjudged and decreed that the said Robert V. Maine be allowed the sum of $24.00 as a part of the Costs of the foregoing Cause and to be paid out of the fund, as ordered by the Court of Common Pleas of Clearfield County Jan 25 1933, said sum of money to be taxed as a part of the costs of said proceeding and be paid as hereinbefore directed, and it is further ordered that the said Robert V. Maine be paid the sum of $25.00 for his fees as Receiver under the order of this Court made the 12th day of January 1933 and as modified on the 25th of Jan. 1933. to be taxed as a part of the Costs of the Cause and to be paid out of the funds remaining for disposition therein. By the Court

A. R. Chase P. J

Feb 25. 1933 Motion for extension of time.
Feb 25. 1933 the above motion is granted and time for said Liquidating Trustees to file their account is extended to Mar 10, 1933

By the Court A. R. Chase P. J

Mar 8. 1933 Motion for extension to file Acct of Liquidating Trustees.
Mar 7. 1933 it is ordered that the time for the liquidation trustees of Diamond Drilling & Exploration Company to file their account be and the same is hereby extended to Wednesday Mar 15. 1933

By the Court A. R. Chase P. J

Mar 9 - 1933 - Liquidating Trustees account filed.

accountants charge themselves as follows:

Cash Received from C. M. Walter Tr. in Bankruptcy of Diamond D. & E. Co. #	5,081.51
Interest from July 1 - 1931 to Mar. 1 - 1933 at 1½% per annum	127.03
Amt. due by R. B. Johnston for Costs in Re Walter Tr. vs Johnston in U.S. Court	411.55
Total	5,620.09

accountants claim Credit as follows:

A. M. Luright	2	trips to Gittsburg - Fare & Expenses	39.40
John A. Brown	1	" " " " "	16.80
" " "	1	" to Clearfield	2.00
R. H. Coleman	1	" " " " "	19.70

D. M. Harrison Esq. one trip to Clfd. Fare + Expenses	21.35
A. M. Dwight Esq. + D. M. Harrison Esq. atty. Fees	300.00
abandonment of claim against R. B. Johnston	411.55
To Costs in this action	80.60
To Advertising this account	25.00
Accountants Compensation	200.00
	# 1,116.40
Balance in hands of Accountants for Distribution to S. Holders	# 4,503.69

Schedule of Distribution

Balance in hands of Accountants	# 4,503.69
No. of Shares of stock of Diamond Dr. + Ex. Co issued outstanding	522
Distribution Each Share	# 8,627.75

The following is a list of the shareholders showing the No. of Shares held, + the amount to be distributed to Each.

R. B. Johnston	100 sh.	862.78	Chas. E. Krebs	28 sh.	241.57
Depositt Natl. Bank	120 "	1,035.33	F. O. Harris	10 "	86.28
Bidsboro St. F. + M. Co.	200	1,725.55	John Laing	20 "	172.55
B. B. Hoover	1 "	8.63	J. L. White	4 "	34.51
A. H. Broadbent	1 "	8.63	H. B. Adams	14 "	120.79
L. E. Boyer	1 "	8.63	B. M. Osburn	3 "	25.88
E. W. Webster	10 "	86.28			
Carl M Walter Trustee in Bankr. Est. of C. C. Hoover	10 "	86.28	Total.		# 4,503.69

Proof of Publication of Notice of Liquidating Trustees. Filed Apr. 3, 1933.

Order Confirming Account filed Apr. 3, 1933

April 3rd, 1933, it appearing to the Court by proofs presented that the account of John L. Graves and Ralph H. Colburn, liquidating trustees of Diamond Drilling and Exploration Company, was filed in the prothonotary's office on the 9th day of March, 1933; and it further appearing that notice thereof and of our intention this day to apply for its confirmation was advertised by them once a week for three successive weeks in the Reformen's Journal and the Clearfield Republican, two newspapers of general circulation in Clearfield County, the first publication having been made March 10th, 1933; and it further appearing that copy of said advertisement was mailed at least fifteen days prior to this date to all persons who are or may be interested in the account or distribution so far as ascertainable on reasonable inquiry, and no exceptions having been filed thereto,

The account of said liquidating trustees and the distribution sheet accompanying it be, and they hereby are, confirmed; and distribution is authorized and directed in accordance with the schedule thereof filed, reserving to the liquidating trustees the right to require proof by affidavit or otherwise of the ownership of any shares of stock listed in the schedule of distribution as to which there may be any seeming duplication or overissue.

The liquidating trustees are also directed appropriately to stamp all stock certificates of Diamond Drilling + Exploration Company on which a liquidating

Continued on page 76

February Term 1933

L + S.	Harold E. Aul,	Exemplification of Record from the District
Campbell with	O. C. Alford,	Court of the United States, Western District of
Hough, Thomas	David VanAlstyne Jr.	Pennsylvania. - Filed there to No. 2669 In Equity,
+ Nixon.	Chester F. Ericson	+ No. 2692 In Equity And Notice of Lis Pendens
	E. H. Brady	Bill - Ans of Defts., Decree appointing auxiliary
	Sterling C. McKees as	Receiver - No. 2669 —— Bill - Order Consolidating
	the Reorganization	Causes - Ans of Continental Clay Products - Ans of
	Committee Constituted	Auxiliary Receiver and Ans. of Philip Cohen
	Under the Plan and	Receiver - No. 2692.
	Agreement Dated January	Decree Appointing Auxiliary Receiver
	19, 1932, for the Re-	
	Organization of Continental	This Matter coming on to be heard this 14th
	Clay Products Corporation	day of July, 1933, upon the Bill of Complaint and
	Complainants	Answer to the Complaint filed in this Cause - and
		after due deliberation, it is, upon motion of the
Feb. 1-	5	Solicitor for the Complainants
		Ordered, Adjudged and Decreed as follows:
	Continental Clay Products	
	Corporation, Defendant	First: The Defendant though appearing to
		have assets of large value, it is now unable to
		meet its Matured And immediately maturing
Exo.	7.00	obligations and will continue for considerable
		time to be unable to meet such Matured and
		maturing obligations or any substantial portion
		thereof
		Second:- The Complainants are entitled to
		the relief herein granted, they have no adequate
		remedy Save through the granting of this
		decree, and it is necessary for the protection
		and preservation of the respective rights and
		Equities of the Complainants and all other
		Creditors and Stockholders of the defendant,
		that the property and business of defendant be
		preserved and administered in this suit through
		a Receiver to be appointed by this Court, and it
		is necessary that an auxiliary receiver of the
		Defendant and of its properties should be
		appointed forthwith with powers herein granted.
		Third:- C. B. McKees of Kittanning, Pa. is
		appointed Auxiliary Receiver in Ca of the Defts.
		and also of the properties of the defendant,
		real, personal and mixed, and of whatsoever
		kind and description, including all lands, Real
		Estate and buildings, premises and appurtenances
		owned, Controlled, leased or operated by the defendant
		and all materials, supplies, Merchandise, books of
		account, Records, and other books, papers and
		accounts, Cash on hand, in bank or on deposit,
		things in Action, Credits, stocks, bonds, securities
		deeds, bases, Contracts, muniments of title, bills
		and accounts receivable, rents, issues, profits
		tolls and income, accruing and to accrue as
		well as all interests, Easements, privileges,
		franchises and appurtenances and all assets
		and property of All and every kind, character

and description whatsoever of said Defendant wheresoever situated within the State of Pennsylvania.

Fourth:- Within ten days after the date of this order, the above named auxiliary Receiver shall file with the clerk of this Court a bond in an amount $ 50,000.00 and with one or more sureties to be approved by this Court or by one of the Judges thereof, conditioned that said auxiliary receiver will well and truly perform the duties of such office and duly account for all monies and properties which may come into his hands and abide by and perform all things which may be directed to do by the Court.

Fifth:- The auxiliary Receiver is authorized and directed forthwith to take possession of all and singular said property and assets above mentioned wheresoever situated or found, to preserve, manage, maintain and operate said property as the Defendant holds, controls or operates, to use, manage and conduct the business of the Defendant; to exercise the authority and franchises of the Defendant; to discharge all public duties obligatory upon it; to protect and preserve the corporate franchises, privileges, property and assets, and the corporate existence of the Defendant; to preserve its property in proper condition and repair; to manage and operate the property according to the requirements of the valid laws of the various States in which such property is situated, in the same manner as the Defendant would be bound to do if in possession thereof; to keep the property insured as shall be deemed advisable; to maintain the offices of the Defendant in said district and elsewhere as of the date hereof; to employ, discharge, and subject to the approval of this Court, fix the compensation of all officers, attorneys and managers, to employ discharge and fix the compensation of all superintendents, agents and other employees, to collect and receive the income, rents, revenues, tolls, issues and profits of the said property, and to collect all outstanding accounts, things in action and credits due or to become due or owing to the Defendant and all dividends on stocks and interest on bonds or other securities, belonging to it; to make such payments and disbursements as may be needful and proper in their judgment in connection with any of the foregoing, and to hold and retain the net revenues of said property in such manner and to the end that the same may be applied under this order and under such orders as this Court may hereafter make. The Auxiliary Receiver shall be allowed six months from the date of this order (unless the time be extended by further order of this court) within which to elect to adopt or continue in force, or refuse to adopt or continue in force, any lease or other contract not fully performed which may be included in the property of which it is appointed Receiver whether made by the Defendant or any predecessor of the Defendant. Such election may be made from time to time and shall be made by instrument in writing subscribed by the receiver and filed in the office of the Clerk of this Court, and no conduct or user of the rights by the Auxiliary Receiver or payments made by them, as rent or otherwise, or any other acts or omissions of the Receiver within said period of six months unaccompanied by the filing of such written instrument shall be deemed to conclude the Receiver in respect of such

election or be deemed to constitute an election to adopt or to continue in force any such contract, lease or agreement.

Sixth:- The Auxiliary Receiver is authorized and empowered to institute and prosecute, within this judicial district or elsewhere in any court or before any officer, department, commission or other tribunal and as such receiver or in the name of the defendant or may be advised by counsel, all such actions, proceedings or suits as in its judgment may be necessary for the recovery or proper protection of said property or any part thereof and the discharge of their trusts, and likewise to appear in and defend any and all actions, proceedings or suits which may be instituted and prosecuted against the Auxiliary Receiver in or before any such tribunal. The Auxiliary Receiver is further authorized and empowered, whether before or after any action, proceeding or suits in respect thereof shall have been begun and subject to the approval of the Court, to compromise and settle and, out of funds coming into the hands of said Auxiliary Receiver, pay claims and demands on all accounts accruing against such Auxiliary Receiver after the date of this order and existing out of the possession maintenance or operation of the property of the defendant, which in the judgment of the Auxiliary Receiver, are meritorious and capable of adjustment on terms advantageous to and for the proper protection of the property in charge of the Auxiliary Receiver. The Auxiliary Receiver is further authorized to intervene in or become a party to such suits, actions, proceedings at law or in equity, including auxiliary proceedings in State or federal Courts as may in its judgment be necessary or proper for the protection, maintenance and preservation of the property and assets of the defendant in carrying out the terms of this order. The Auxiliary Receiver is also authorized and empowered to appear in and conduct the prosecution or defense of any and all actions, proceedings or suits now pending or which may hereafter be brought in any Court or before any officer, department, Commission or any other tribunal in which the defendant is or shall be a party, in the judgment of the Auxiliary Receiver, affect or may affect the property of which such Auxiliary Receiver is appointed Receiver. The Auxiliary Receiver is further authorized and empowered whether before or after any action, proceeding or suit in respect thereof has begun, but subject to the approval of this Court, to compromise and settle claims and demands on all matters which have accrued against the defendant or which have arisen out of the possession maintenance and operation by the defendant, of its property, without regard to when the same arose, but no settlement or compromise of any such claim or demand shall be deemed to make the claim or demand so compromised or settled an obligation of the Auxiliary Receiver or to free the claimant from making such proof of his claim as so compromised and settled before any special Master hereafter appointed or otherwise as this Court or any special Master may request; and no action taken by the Auxiliary Receiver in the defense of any such action, proceeding or suit against the defendant or in compromising or settling such claim or demand against the defendant shall have the effect of establishing any claim upon or right in the property or funds in the possession of the Auxiliary Receiver so as to alter or change any existing equities or legal rights

of the parties.

Seventh :- The auxiliary Receiver shall open books of account and shall keep or cause to be kept therein due and proper accounts of the earnings, expenses, receipts and disbursements of the property of which such auxiliary Receiver is appointed Receiver and shall proper vouchers for all payments made by them on account thereof and shall deposit the monies coming into the hands of the auxiliary Receiver in such banks as shall be selected by said auxiliary Receiver

Eighth :- The auxiliary Receiver is authorized in its discretion from time to time until the further order of this Court, out of the funds coming into the hands of the auxiliary Receiver to pay all necessary expenses of conducting the business of the Defendant or incident to the execution of this Receivership including among other expenses, the wages, salaries, and compensation of all officers, counsel, managers, superintendents, agents and employees, retained or employed by the auxiliary Receiver as above provided.

Ninth :- All persons, firms and corporations having in their possession any of the property and premises of which the auxiliary Receiver is hereby appointed Receiver, including all property of which the Defendant is or may become the beneficial owner, whether held by it or by others persons, firms or corporations as trustee, agents or otherwise, shall forthwith deliver such property and premises to the auxiliary Receiver and make such transfer, assignments, and conveyances in connection therewith as may be necessary or proper, and each and every of the officers, directors, agents and employees of the Defendant is hereby required and commanded herewith to turn over and deliver to the auxiliary Receiver, or the duly constituted representatives of said auxiliary Receiver any and all books of accounts, Records, vouchers and papers, deeds, leases, contracts, bills, shares, bonds, and other securities, accounts, monies or other property in his or their hands or under his or their control, belonging to or in the possession of the Defendant or in which it is or may become entitled, and each of said officers, directors, agents and employees is hereby commanded and directed to abide by and conform to such orders as may be given from time to time by the auxiliary Receiver or the duly constituted representatives of said auxiliary Receiver in conducting the operation of the property and in the discharge of the duties of such auxiliary Receiver.

Tenth: The Defendant, its officers, directors, attorneys, agents and employees, and all persons claiming to act by virtue of or under it, and all officers, marshals, Sheriffs and all other persons, firms, and corporations whatsoever and wheresoever situated, located or domiciled, are hereby restrained and enjoined from in any way prosecuting any suits or proceedings of any kind, nature or description against the Defendant, or in any way interfering with, attaching, levying upon or in any manner whatsoever disturbing any portion of the assets, goods, monies, property and premises of which the auxiliary Receiver is hereby appointed or from taking possession of or in any way interfering with the same or any part thereof, or in any way disturbing the possession of the auxiliary Receiver or from interfering in any manner to prevent the discharge by the auxiliary Receiver of duties in the operation of the property and premises under the orders of this Court

Eleventh: The Auxiliary Receiver shall retain the possession of the property and continue to discharge the duties and trusts aforesaid until the further order of this Court and from time to time make reports of its doings in the premises, and may from time to time apply to this Court for such other and further orders and directions as it may deem necessary and requisite in the due administration of its trust.

Twelfth:- The Auxiliary Receiver is authorized to Execute in his own name or the name of the defendant, all necessary appeal supersedeas, injunction or other bonds which may be required by law or in carrying out this order or any other orders of this Court. And to that End to enter into Contracts with Surety Companies as Sureties on such bonds and to pay the reasonable charges of such Surety Companies therefore as well as any Amounts they may be required to pay by reason of signing such bonds as Sureties.

Thirteenth:- All claims and demands against the defendant and all claims and demands of persons, firms, corporations and associations having or claiming to have title to or interest in or right to possession of property of whatsoever character at any time in the possession of the Auxiliary Receiver or in his custody or under his control, shall be filed with the Auxiliary Receiver in the form customary for the particular type of claim and demand filed, within three months from the date of mailing notice as hereinafter provided. The Auxiliary Receiver shall give public notice according by by publication once in each of two successive Calendar Weeks upon any day in the week, in a newspaper printed in the English Language and printed in the City of Pittsburg, Commonwealth of Pennsylvania and in the Pittsburg legal journal, of the time within which, the place where and the manner in which such claims and demands shall be so presented, and shall mail a copy of such notice by registered mail to each person, firm, Corporation or association, appearing on the books of the defendant to be a creditor or otherwise known to the Receiver to be claiming to be such a creditor, at the last known address of such Creditor or Claimant.

All persons, firms, Corporations and associations failing to file their claims or demands against the defendant with the auxiliary receiver within said period of three months shall be barred from sharing the benefits of the distribution of the monies and proceeds of the properties of the defendant that now or hereafter shall be in the hands of the Auxiliary Receiver, and from sharing or participating in the distribution of any of the proceeds arising from the Sale of the properties of the defendant if such sales shall be hereafter adjudged and decreed in this cause.

All persons, firms, Corporations or associations failing to file reclamation petitions or claims with the auxiliary Receiver within said period of three months shall be forever barred and foreclosed from making or asserting any title or ownership in or to said property or any part thereof against the Auxiliary Receiver.

Fourteenth:- The Plaintiffs herein and also the auxiliary Receiver are authorized and empowered to institute, prosecute and defend actions, proceedings at law or in equity including auxiliary proceedings in State or Federal Courts, and in the Courts of any foreign Country as may be deemed necessary or

proper in aid of the orders issued by this Court, and to apply to any such Courts for such order or orders as may be deemed necessary or proper therefor. The right is reserved to the parties hereto to apply to this Court for any other instructions to the Auxiliary Receiver and the Court reserves the full right and jurisdiction to make from time to time such further orders, amplifying extending and limiting or otherwise modifying this order as to it may at any time seem proper, and in all respects and at all times to regulate and control the conduct of the Auxiliary Receiver.

Fifteenth :- In case of the death, resignation or removal of the Auxiliary Receiver hereby appointed and the appointment of a successor or successors to the Auxiliary receiver who shall so die, resign or be removed, all the provisions of this order shall apply to such successor without further order of this Court.

Per Curiam.

February Term 1933

Bell, O'Laughlin & Silberblatt	Clair V. Fink and Clara J. Fink	Feb. 4, 1933 - Bill in Equity filed. 3 copies certified to A. B. Lansberry.
		Bill in complaint praying:
		First: That an order be made enjoining
Feb. 4	6	said A. B. Lansberry from selling or disposing of his one-third interest in the property hereinbefore described, to any parties or persons other than your orators.
W. Albert Raney	A. B. Lansberry and Abbie Lansberry	Second: That an order be made directing the defendants to sign, execute and deliver a deed in specific performance of their agreement to sell said property on the terms agreed to and in compliance with the provisions of the lease between your orator, Clair V. Fink, and the owners of said property.
		Third: That the costs of this proceeding shall be assessed and deducted from the purchase price of said property.
		Fourth: For such other relief as justice and equity may require.
		Now, Feb. 4, 1933 - service of within Bill of Complaint is accepted on behalf of both defendants by service of copies. A. B. Lansberry
		Feb 16. 1933 Preliminary objections filed with service accepted by copy. Bell O'L. & Silberblatt Attys for Def'ts
		Feb 20. 1933 On March Argt List
		May 25. 1933 On June Argt List

r. 48/7
Pro. by Reff 9-22-33 2.50
" .50
" 6.0
" 1.50
" 1.00

Bill paid 8/14/33

Continued from page 67 — B. M. Osborn vs Diamond Drilling & Exploration Co., a corp. et al — No. 2, Feby. T. 1933

dividend is paid by them; and they are also empowered to deduct from the dividend if any distributed, if required, such distributee's proportion if any unpaid costs in this proceeding, deriving from the trustees' accounting and subsequent steps therein, not already provided for. By the Court. A. R. Chase, P. J.

May 27, 1933 Petition and Order filed

Now, the 27th day of May, A.D. 1933, the foregoing petition having been presented and considered, it is ordered and decreed as follows: that the said Robert V. Maine, Temporary Receiver, appointed in the proceedings entitled B. M. Osborn vs Diamond Drilling & Exploration Company, a corporation and John L. Graves and Ralph H. Callahan, Liquidating Trustees, filed to No. 2 Feb. Term, 1933 in Equity, be and is hereby discharged from further obligation in connection with said proceedings. By the Court A. R. Chase, P. J.

Continued from Page 65- No. 4 Feb. 1933 J. Karl Sprecher vs John W. Soult et al

Mar. 29- 1933 Exceptions filed by Krumrine & Kramer
Mar 31 - 1933 Service accepted - W. A. Ramey.
Apr 10 - 1933 - Court Order filed:- It is ordered & adjudged & decreed that Walter Hopkins of Clearfield Co. be designated assessor for the purpose of stating an account to start with the balance struck and statement prepared by the manager of Sterling Coolers as of Dec. 31 - 1931. and to be brought down to date. Such accounting shall not bind any of the parties when made, either side may file objections or exceptions thereto within twenty days after notice of the filing thereof, and this order shall not be taken as an adjudication of any of the rights of the parties. The assessors fee and the liability thereof shall be later determined by the Court.
By the Court:- A. R. Chase P. J.
May 18. 1933 Account of Walter Hopkins Accountant filed
May 25. 1933 Ord June Argt List
June 7 - 1933. Exception to account filed by W. A. Ramey. now June 8 - 1933 Served on us by copy Krumrine Kramer
June 9. 1933 Exceptions upon part of Deft to the Account filed May 18. 1933 by Walter Hopkins. Accountant Service accepted by copy June 8. 1933 W. Albert Ramey Atty.
Sept 26 1933 Testimony Lodged
March 31. 1934 Opinion and Decree filed

Decree:- And Now March 31. 1934 upon consideration of the foregoing case and in accordance with the opinion herewith filed. It is ordered adjudged and decreed as follows:-

That the exceptions of the Complainant to the account of Walter Hopkins be and they are hereby dismissed.

That the exceptions of the Defendants to the account of Walter Hopkins be and they are hereby dismissed

That the account filed by Walter Hopkins, Assessor appointed by the Court be and the same is hereby adopted as a true and correct Statement of the partnership assets and liabilities and the equities of the respective partners as the same existed on May 13. 1933 upon the basis of the books and records thereof: and that the determination of the equities of the partners therein shall be ~~based~~ the basis of further determination of the rights of the parties in further proceedings in this Cause, subject to such modification or Change therein as may be required when the actual present Converted value of the assets shall be properly ascertained, and the matter of distribution shall be properly brought before the Court.

That the costs of this proceeding, including the Compensation and expense of the assessor shall be a Charge upon the assets of the partnership, and that payment thereof shall be made prior to any distribution to the partners, and prior to any of the assets of said partnership being released from the Control of this Court.

That the several issues of fact which are passed upon in the opinion and findings of the Court shall be deemed to be determined thereby as to all further matters before the Court in this proceeding

That further proceedings herein shall be as may be determined by the Court upon application of any of the parties hereto.

That this decree shall be entered Nisi by the Prothonotary. Notice given to the parties or their Counsel of record as required by the Equity Rules, particularly Rule 68, and

Continued to next Page

within ten days after notice, if no exceptions be filed thereto or to the findings and conclusions upon which the same is based, shall become final. By the Court. W. Wallace Smith, P.J.

Now March 31. 1934 Decree Nisi is entered.
W. R. Gallagher. Prothonotary.

April 3. 1934 Notice of above Decree given to Counsel of record and Defendant.

April 10 1934 Exceptions to Findings with service accepted by W. Albert Ramey atty for Deft on April 11th. 1934.

June 26. 1934 Exceptions to Ni si decree having been disposed of. Now June 26. 1934 the said Ni si decree dated March 31. 1934 is hereby made absolute. By the Court. W. Wallace Smith. P.J.

July 14. 1934 Appeal Bond in the sum of $ 100.0. with Indemnity Insurance Company of North America, Surety filed.

July 16 1934. Proof that notice of Appeal to the Supreme Court was served upon Appellee's Counsel filed, and personally served upon W. Albert Ramey atty for Appellees on July 16. 1934. by Clarence R Kramer atty for Appellant.

July 18. 1934 Certiorari from Supreme Court filed by Clarence R Kramer atty for Pltff. with Rule on Appellee to appear and plead on the Return day of the Writ. Ret. Third Monday April 1935

Now July 16. 1934 Service of Notice of the writ a Certiorari accepted W. Albert Ramey atty for Appellee.

July 18. 1934 Notice to Trial Judge of an Appeal to the Supreme Court taken on behalf of Pltff filed.

July 18. 1934 Notice hereof accepted W. Wallace Smith P.J.

Nov. 9. 1934 Complainants Requests for Findings of Fact & Conclusions of Law filed by Kramer & Kramer atty's for Pltff. with service accepted Jan. 23. 1934 by W. Albert Ramey atty for Respondent.

Nov. 9. 1934 Request for Findings of Fact and Law filed by W. Albert Ramey, atty for Respondents. with service accepted by Copy by Kramer & Kramer atty's for Complainant.

Nov. 9 1934 Notice to the trial Judge of an appeal to the Supreme Court taken on behalf of the Plaintiff in the above case filed.

Nov. 9 1934 Supplemental Opinion filed.

Mar. 6 1935 Questions to be argued before the Supreme Court filed with service accepted by copy W. Albert Ramey. atty for Defts.

Mar. 6 1935 Notice of Testimony proposed to be printed filed service accepted by Copy W. Albert Ramey. Atty for Defts.

June 19 1935 Remittitur from Supreme Court filed and Judgment was made as follows, to wit: And Now, June 14. 1935 the above entitled case is remitted to the Court below for further consideration and the entering thereupon of such final decree as the Court may deem necessary. Per Curiam.

By Robert S. Fraser, C.J.

May Term 1933

C. & C.	M. Witten	Mar 6 - 1933 Bill in Equity Filed - 3 copies certified to atty. Bill of Complaint praying for equitable
Mar. 6	1	Relief as follows: 1 - An appropriate order enjoining Donato DeSalvo and Dora DeSalvo and Underhill Coal Mining Company from transferring the stock of Donato DeSalvo and Dora DeSalvo, issued in the name
	Donato DeSalvo	
	Dora DeSalvo	
	Underhill Coal Mining Company	of the said Donato DeSalvo and Dora DeSalvo
		2 - That the transfer of Donato DeSalvo on the 1st day of June 1932 - to Donato
	Prothy atty C K 297 2.50	DeSalvo & Dora DeSalvo his wife be
	" .50	set aside & rendered void as a fraud
	" .50	and particularly as a fraudulent conveyance
	" 1.00	with no force and effect as against the
	4.50	libellant herein.
		3 - That your orator be granted leave
Apr 11. 1933 Rec'd of		to sell the said stock of the Underhill
Jas. H Thompson atty of St. Morp		Coal Mining Co. on execution for the sat-
Pa all of above costs		isfaction of the debt, int. & costs of the
H. R. Gallagher, Pro.		judgment of your orator.
		4 - That your petitioner be permitted to
		make service on the said Donato DeSalvo
		and Dora DeSalvo residing in Elk County
		Pennsylvania, by personal service through
		deputizing the Sheriff of Elk County.
		5 - Such other orders and relief as
		may be found necessary for the protection
		of the libellant.
		And she will Ever pray etc.
		Now 6th day of March - 1933 - foregoing
		Bill having been read and considered and
		it appearing that the libellant has issued
		an attachment execution attaching the stock
		of the Underhill Coal Mining Company standing
		in the name of the respondents, rule is hereby
		granted to show cause why the said Underhill
		Coal Mining Company and Donato DeSalvo
		and Dora DeSalvo should not be enjoined
		from transferring the said stock, and why the
		said transfer from Donato DeSalvo to Dora
		DeSalvo should not be set aside as well as why
		an order should not be made directing said
		stock to be sold to satisfy the judgment of
		M. Witten against Donato DeSalvo Said
		Rule Returnable the 13th day of March 1933
		at 10 o'clock A. M. By the Court. A. R. Chase P. J.
		Mar 6 - 1933 - Petition of M. Witten filed
		Now 6th day of March 1933 - Foregoing
		Petition having been read & considered it is
		hereby ordered & decreed that the Bill in Equity
		in the above stated case may be served
		on Donato DeSalvo and Dora DeSalvo his wife by
		personal service in Elk Co. By the Court
		A. R. Chase P. J.

Mar. 21, 1933 By paper filed the Def'ts and Deft's Atty agree at a settlement of the debt had this day paid the Pltff 350 on the Judgment and agreed that the said Rule be marked settled and discontinued and the Rule shall be made absolute upon payment of costs by Deft's Now Apr. 11. 1933 Paid Pltff's Atty Jas. H Thompson Esq Pltff's Atty Rec'd of Deft's & Deft's Atty

On June 20, 1936, at 10 A.M., the property, real, personal and mixed, as described in the advertisement and in the final decree of your honorable Court, was offered for sale to the highest and best bidder on the premises thereof.

Said property was offered under the terms set forth in the Final Decree of May 14, 1936, offering the premises, land, buildings, equipment and property, real or personal, rights, privileges, franchises and all the property described in the mortgage upon which this foreclosure proceeding is held, in one lot or parcel, relieving the purchaser, or their successors, from the duty of seeing to the application of the purchase money, and free and clear of the lien of this said mortgage, or the trusts therein contained, subject, however, to any taxes accrued.

The Du Bois Textile Corporation, a corporation under the laws of Pennsylvania, with its principal office in the City of Du Bois, Clearfield County, Pa., bid the sum of $1.00 and that being the highest and best bid the said offered property was sold to the Du Bois Textile Corporation under and subject to the confirmation of your honorable Court.

The said Purchaser, Du Bois Textile Corporation, agreed with the Special Master and the Bondholders Committee, and The Union Banking & Trust Co., plaintiff herein, that it would provide, by mortgage on the purchased premises, together with the property of the Du Bois Silk Throwing Company sold the same day, as per Return made in said proceeding to No. 8 Feb. Term, 1936, In Equity, in the amount of $60,000.00 and which said bonds or other securities secured thereby, will be accepted by the Bondholders Committee secured by the mortgage under which these foreclosure proceedings are being held, and provide thereout sufficient funds to pay the costs of the equity proceeding under which this property was sold, and the other commissions and charges directed to be provided for by your honorable Court in its Final Decree under Paragraph 12, sub-section (a), which said agreement is satisfactory to the plaintiff in this proceeding and the Bondholders Committee, as well as the Special Master.

As a result of the said sale and the agreement made with the Du Bois Textile Corporation, the Special Master will have no funds or monies to distribute as provided by the Final Decree of Court under Paragraph 12, sub-section (b) and sub-section (c), nor will he have any account to file as provided in said Final Decree.

Wherefore, the Special Master respectfully requests that your honorable Court confirm this Return nisi and if no exceptions are filed thereto within 4 days, that said Return be confirmed absolutely, and that your honorable Court direct him to make, execute and deliver good and sufficient deed therefor.

The Special Master herewith submits statement of costs of said sale:

Printing Posters	5.75
L. W. Smiley, posting same	1.50
Advertising, Du Bois Morning Courier	54.00

M. H. Hartzfeld, Special Master

Order of Court: Now, June 27, 1936, within Return read and considered, and it appearing to the Court that adequate provision has been made for the payment of costs of this action and other expenses and allowances, as set forth in paragraph 12, sub-section a of the Final Decree of this Court, said Return is thereupon confirmed nisi and if no exceptions are filed within 4 days from

Continued on Page 1

May Term 1933

B.O. +S.	Hannah Bennett + Clyde Bennett hr husband	Mar. 23 - 1933 Bill in Equity filed - 3 copies certified to sheriff. Bill of Complaint praying that an order be made a - That the deed from themselves to J.T. Brenler, entered of Record in Clf'd. County in Deed Book 230 Page 415. being the Property described herein, be decreed null + void and of no further force and effect. B - That John T. Brenler be enjoined to make any deed or other conveyance of said property. C - That title to said property be decreed to be vested in your Complainants and not in John T. Brenler D - That John T. Brenler be assessed with the costs of this proceeding. E - That your Complainants be granted such other Equitable Relief as your honorable Court may deem fair and just and we will ever Pray. Bell, O'Laughlin + Silberblatt - attys for Comp
Mar. 23-	2	
Arnold + Chaplin	John T. Brenler	
	Cro By Atty 4-10-33 cl 1793 2.50	
	Sheriff 3.70	
	Cro .50	
	" .50	
	" .50	
	" .50	
	" 1.50	
	1.00	
	10.70	
Apr 10 1934 Rec'd of Reff atty fee of above costs 10.70 H.R. Gallagher Pro.		Now Mar 31 - 1933 Served personally on the Deft. John T. Brenler, by handing to him three true and attested copies of writ + making known contents of same so am. Dra C. McCl. Sheff Apr. 10 - 1933 By Copy filed Arnold + Chaplin enter appearance for Defendant June 9. 1933 Answer to Bill in Equity filed service of 3 copies of Answer is hereby acknowledged Bell O'L. Silberblatt attys for Reff Aug 17 1933 Reff reply to additional facts averred in answer to Bill in Equity filed Aug 18. 1933 Service accepted by Copy Arnold + Chaplin attys for Reff Sept 25. 1933 On Oct Argt List April 10. 1934 By paper filed the Prothonotary is directed to mark the above stated case settled and discontinued of record upon payment of costs by Reff. Bell. O'L + Silberblatt attys for Reff and Arnold and Chaplin atty for Deft. Now Apr 10. 1934 Costs paid and case discontinued H.R. Gallagher. Pro.

cont'd from Page 11 - Clfd Trust Co. vs. Crystal Spring Rod & Gun Club - No. 8 Sept. T. 1935

at transferred and every part and parcel thereof free from the lien of the mortgage secured the bonds and free from all other liens, claims or equity of redemption of Crystal Spring Rod & Gun Club, its creditors, stockholders or any other person.

20. The term "mortgaged property" shall include all property, real, personal and mixed, of every kind and description owned by Crystal Spring Rod & Gun Club and covered by the mortgage to the complainant as security for the bonds.

21. The Trustee, upon execution and delivery of a deed to the purchaser, shall file an account in this Court, and notice of its filing, and of an intention to apply for confirmation thereof, at a time and place stated in the notice, shall be advertised by the accountant once a week for three successive weeks in Raftsmans Journal and Clearfield Republican two newspapers of general circulation in the County of Clearfield; the first publication in each paper being at least 21 days prior to the time fixed for the application. Said notice shall also state that unless exceptions are filed before the date specified, the account may be then confirmed, and, if there is a balance for distribution, that distribution may then be made. In addition, a copy of said advertisement must be mailed at least 15 days prior to the time fixed for the application to all persons who are or may be interested in the account or distribution (so far as the same can be ascertained upon reasonable inquiry) addressed to such persons at their last known post office address. Further action upon the account will be taken in accordance with Equity Rule 79.

22. Any party to this cause and the purchaser or purchasers at said sale and his assigns may at any time apply to the Court for further order or relief and the term of this Court is hereby extended for this purpose and jurisdiction retained. W. Wallace Smith, P. J.

Oct 16. 1935 Decree Ni Si entered
W. R Gallagher. Pro

Oct 16. 1935 Notice of entry of decree Ni Si given to Jas K. Nevling Atty
now. Oct 28. 1935 No exceptions having been filed to Finding of Fact and Conclusions of Law and Decree ni si on Motion of Harold J. Boulton atty for Pltf. directs the Prothonotary to enter the decree ni si as the Final Decree

Oct 28. 1935 Final Decree entered
W. R Gallagher. Pro

Oct 29. 1935 Notice of entry of Final Decree given to Counsel of record
Nov 1. 1935 Pet. to fix Bond and authorization of Special Master filed
Now Oct 31. 1935 Bond of Clearfield Trust Company for qualifying to act as Special Master for sale of the mortgaged premises under the final decree entered the above entitled cause is fixed at $5000. and the said Clearfield Trust Company may file its own bond; in advertisements for making sale of the mortgaged premises the Clearfield Trust Company shall use the title "Special Master" following its name and in deeds of conveyance in pursuance of said sale shall indicate the source of its power and authority in its execution of said deeds by adding to its corporate title the following - "Special Master appointed by the Court of Common Pleas of Clearfield County under Decree of Foreclosure entered in suit to No. 8. Sept Term, 1935 of said Court". By the Court. W. Wallace Smith. P. J.
Nov 4. 1935 Testimony taken at Hearing Oct 16. 1935 filed
Nov. 6, 1935, Bond in the sum of $5,000.00 filed by Clearfield Trust Co.
Dec. 23 - 1935 - Report & Return of sale & Petition for Confirmation filed

Continued On Page 83

May Term 1933

W. C. Chase	Cecelia Cassidy	April 5, 1933 - Bill in Equity filed Now April 4, 1933 - service & copies accepted Bill, O'Laughlin & Silbersblatt, attys for W. J. Twigg
	3	Bill of Complaint praying that a decree of partition of the following described lands
		Beginning at a point on the North bank
April 5 B. O. & S.	W. J. Twigg	of Kratzer Run where said bank intersects the East line of a tract belonging to the
		Harbison Walker Refractories Company
	Cro. by atty 2.50	on which there is located Stronach Fire
	" 50	Brick Plant, thence by said Harbison
	" 50	Walker Company link North one (1) degree
	" 60	forty-five (45) minutes East three hundred
	" 1.50	and seventy and five tenths (370.5) feet to
	" 1.50	a post on the right of way line of the
Feby 12-1934 Recvd of W. J. Twigg $7.10 being costs in full in above case W. R. Gallaghan & Co.	7.10	Harbison Walker Refractories Company branch of the B. R. & P. R. R.; said point
		being sixteen and five tenths (16.5) feet
		South of centre line of said railroad
		branch; thence along said right of way
		line in a Northeasterly and in a Northerly
		direction to the switch back; thence along
		the right of way line of said switch
		back, Southeasterly to the intersection
		with the West Branch of Fenton Run; thence
		down said Fenton Run, along its West
		bank the various course to its junction
		with Kratzer Run; thence following the various
		courses up the North bank of Kratzer Run to
		place of beginning, and containing nine and
		seventy-nine One-Hundredths (9.79) acres
		net — be made awarding your petitioner
		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 interests.
		And your petitioner will ever pray, etc.
		Apl. 12-1933 Preliminary objections filed
		by Bell, O'Laughlin & Silbersblatt
		Now Apl. 12-1933 service accepted for
		Petitioner by copy. W. C. Chase.
		May 25. 1933 On June argt List
		Oct 30. 1933 Frank Smith Esq is appointed Master
		to proceed as provided by Acts of Assembly
		By the Court A. R. Ehrgood P.J.
		Now: Feb. 13th, Costs having been paid, the above case
		is directed discontinued
		Heidrick & Black
		Atty for Petitioner

Cont'd from Page 81 – Clfd. Trust Co. vs. Crystal Spring Rod & Gun Club.

The Report & Return of Sale & Petition for Confirmation filed by Clearfield Trust Company, Trustee & Special Master in the above entitled action having been read & considered and it appearing to the Court that the said Clfd Trust Co. has complied with the requirements set forth in a decree of foreclosure made & entered the 28th day of October 1935 and after due and proper notice has offered for sale at public auction the property of Crystal Spring Rod & Gun Club described in the mortgage by said Crystal Spring Rod & Gun Club to Clearfield Trust Co., mortgage being duly recorded in the office of the Recorder of Deeds in and for the County of Clearfield in Mtg. Book 71, page 149 on the 6th day of December 1935 at 10:00 o'clock A. M. in the Court House at Clearfield Co. Clfd. Co. and which said property was sold to W. Elbridge Brown, Howard Stewart & Harry Boulton on their bid of $1,500.00 that being the highest & best bid received at the said Sale, It is hereby ordered & decreed that the said Sale be and the same is hereby confirmed fixed & closed of the lien of the above recited mortgage and of all other liens, claims & charges of any & every kind, and Clfd Trust Co. Special Master, is hereby authorized & directed to execute and deliver deed or deeds or other proper instruments conveying, assigning & transferring to the said purchasers, W. E Brown, Howard Stewart, & Harry Boulton, or their assigns, the mortgaged property sold as aforesaid. Dec. 19. 1935 By The Court. W. Wallace Smith P. J.

Dec. 11-1935 Same of notice of within Report is accepted by Atty. J. K. Newling

Aug 7. 1936 First & Final Acct of Special Master filed and advertised in the Clearfield Progress and Raftsman Jnl. to be presented to the Court for confirmation First Tuesday Sept. 1936.

Aug 28-1936 Aff. of Publication of notice of filing of acct filed (Cub. Aug 14-21-28-1936)

August 7, 1936, The Clearfield Trust Co., Special Master, files this its first and final account as follows:

The Accountant charges itself:

To amount of bid of Harry Boulton, Howard Stewart and W. Elbridge Brown, Bondholders committee		$1,500.00
The Accountant claims credit:		
By Harry Boulton, Howard Stewart and W. Elbridge Brown, Taxes for 1932 and 1933 advanced by them	448.09	
By Jas. K. Newling, Atty. fees	50.00	
By Clfd. Republican, Sale Notices	28.10	
By Raftsman's Journal, Sale Notices	34.20	
By W. R. Gallagher, Costs	14.50	
By H. F. Bigler, Jr. Co. Treas. taxes 1934-35	383.96	
By W. R. Gallagher, Pro. Act	12.00	
By John W. Wrigley Estate, taxes advanced	240.15	
By Clearfield Trust Co., fee	100.00	
By Boulton & Boulton, Atty. fees	189.00	$1,500.00

Respectfully submitted,
Clearfield Trust Co., Special Master
By W. Elbridge Brown,
Vice Pres. & Trust Officer

Sept. 8, 1936, within account confirmed nisi, to be confirmed absolute in 4 days unless exceptions are filed.
By the Court, Robert R. Lewis, P. J.
55th Jud. Dist., Specially Presiding

Now, Sept. 14, 1936, No Exceptions filed, Account confirmed absolute.
W. R. Gallagher, Pro

September Term 1933

Carl A. Belin	Walter Welch		May 29. 1933 Bill in Equity filed (3 Copies Certified to Defts)
			Your Complainant avers & says as follows:
			Complainants name is Walter Welch, he resides
May 29	1		at Clearfield, Pa. and is a property owner owning
			real estate in several districts
			The Deft A. D. Cowdrick is the County
	A. D. Cowdrick,		Treasurer of the County of Clearfield & State
	County Treasurer of		of Penna and resides in the Borough of Clearfield
	Clearfield County		This Bill in Equity is brought not only on
			behalf of Complainant, but on behalf of all
			others who are in like case or situation
Pro		2.50	and desire to become parties hereto, and
1		2.00	pray as follows;
			To enjoin A. D. Cowdrick, County Treasurer of
			Clearfield County from advertising his proposed
			sale of seated lands that have been returned
			for unpaid taxes of 1930, 1931 and 1932.
			To enjoin and to restrain the said A. D. Cowdrick
			County Treasurer of Clearfield County from the
			attempted enforcement by him of the Act of
			May 29. 1931 P. L. 280 in respect of said returned
			taxes of 1930, 1931 and 1932 and the seated lands
			in Clearfield County, to which they relate,
			To grant such other & further relief as may be just
			& equitable and may be appropriate in the premises
			Walter Welch
			Order of Court: Now this 27th day of May 1933 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
			advertising his proposed sale of seated lands
			that have been returned for unpaid taxes of
			1930 and 1931; and further, to be restrained from
			the attempted enforcement by him of the Act of May
			29. 1931, P. L. 280 and amendments and supplements
			thereto, in respect of said returned taxes of 1930
			and 1931, and the seated lands in Clearfield
			County, to which they relate; and further, Rule
			is granted upon said Defendant to show
			Cause Why an injunction should not be issued
			restraining the advertisement and the sale of
			the said properties as proposed; said Rule Ret. to
			Monday, July 10. 1933, at 10:00 o'Clock A. M. and further
			during the pendency and determination of said
			Rule, the Deft. A. D. Cowdrick, County Treasurer
			of Clearfield County, is ordered and directed to
			refrain from advertising his proposed sale of
			seated lands that have been returned for
			unpaid taxes of 1930 and 1931 until final
			determination of the issue; and further, it is
			ordered and directed that the Defendant,
			A. D. Cowdrick, County Treasurer of Clearfield
			County, shall not attempt to enforce the
			Act of May 29. 1931, P. L. 280 and amendments

and supplements thereto, in respect of said returned tapes of 1930 and 1931, and the seated lands in Clearfield County, to which they relate.

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

May 29. 1933 Injunction affidavits of Lawrence Howe & Frank Aloi filed
June 1, 1933 service accepted, and service by Sheriff waived. A. D. Cowdrick.
May 29. 1933. Rule issued. Now June 2 1933 service accepted on within Rule by copy and waive personal service on me by the Sheriff A. D. Cowdrick.

Continued from Page 63, Frederick B. Kerr vs Potts Run Coal Co. No. 4 May T 1932.

May 16, 1940 Petition of Receivers Filed.

Now May 16, 1940 the within petition having been considered, it is hereby ordered and directed that in order to conserve expenses no Atty be employed by the Receivers at the present time, the necessary legal work to be taken care of by Edward J. Kelley, one of the Receivers. It is further ordered and directed that an allowance of $150.00 each be made to Frederick B. Kerr and Edward J. Kelley as a payment on account of Receivers fees, the balance due them to be paid at a later date, when the condition of the company or winding up of the Receivership, warrants said payment.

By the Court, W. Wallace Smith P. J.

Oct. 28, 1940, Receivers' Petition for Leave to Accept Payment of Mortgage filed

Now, Oct. 28, 1940, the foregoing petition of Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company, being presented and considered, and the Court being satisfied of the merits thereof, it is ordered and decreed that the said Receivers be, and they are hereby authorized and empowered to accept the sum of $500.00 in full settlement of the mortgage given by Elisha W. Davis and Edgar H. Butler to the said Receivers of the Potts Run Coal Co. By the Court,

April 8. 1941. Petition of Frederick B. Kerr & Edward J. Kelley. Recvrs to discount Notes. W. Wallace Smith, P.J.
Order; Now. March 31. 1941. It is ordered and directed that Frederick B. Kerr and Edward J. Kelley, Receivers of the Potts Run Coal Company, be and they are hereby authorized to discount eleven Judgment notes in the sum of 50.00 each or a total of 550.00 at the Clearfield Trust Company for the purpose of using the money to clean up in and around the mine of the Potts Run Coal Company. The endorsement of Frederick B. Kerr and Edward J. Kelley as Receivers on said notes shall make them a first claim against the assets of the Potts Run Coal Company in the event they be not paid by the maker.

By the Court W. W. Wallace Smith P. J.

July 17. 1941. Petition of Receivers filed.

Now, the 17th day of July, A.D. 1941. the within petition having been read and considered, and it appearing that it will be to the best interests of the Creditors that certain repairs be made on twelve to fifteen houses of the Potts Run Coal Company in order to secure an income and also enable them to be sold at a later date if necessary, thus converting them into an asset, it is hereby ordered and directed that Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company, be and they are hereby authorized to make a loan through the County National Bank at Clearfield for the sum of Fifteen Hundred $1500.00 Dollars with the understanding that the money will only be used for the rehabilitation of the houses as set forth in the petition. By the Court W. Wallace Smith P. J.

Continued on Page 396

Sept Term 1933

N. F. Kramer	Edward Eilet Lumber Company		June 27, 1933, Bill in Equity filed
			Your orator prays equitable relief as follows:
June 28	2		A. That pending the final outcome of this proceeding, the defendants be restrained and enjoined from entering judgment on the writ of scire facias issued on said mortgage, and proceeding with a sale of the real estate described in said mortgage.
Arnold & Chaplin	H. O. Cramer		B. That a decree may be made by your Honorable Court, ordering and directing that the said mortgage from L. J. Dewalt to H. O. Cramer, recorded in Clearfield County, Pennsylvania, in Mortgage Book Vol 72, Page 520, be marked paid and satisfied.
	Mildred M. Dewalt		C. Such other and further relief as to the Court may be deemed fit and proper
	Pro By Atty	2.50	N. F. Kramer, Atty for Plaintiff
	"	50	June 27, 1933, service accepted by six copies.
	"	50	Arnold & Chaplin, Attys. for Respondents.
	"	1.50	July 31. 1933 Answer to Bill in Equity filed.
			Now July 31. 1933. service accepted by copy of Answer to Bill in Equity filed N. F. Kramer atty
			Sept 25. 1933 On Oct Argt List.

Continued from Page 241. Deposit Natl Bank vs Du Bois Storage & Carting Co. No 3 May T. 1936

D. R. Vasbinder of the city of Du Bois Clearfield Co. Pa. who is hereby appointed Special Master for that purpose, and who is directed to make and conduct said sale, and to make and deliver to the purchaser or purchasers of the said land, buildings, machinery, equipment, rights, privileges, franchises and property, real or personal, now owned by the said defendants and described in the said Mortgage or deed of trust, and such after acquired real and personal property, rights, franchises and appurtenances, as in said Mortgage or deed of trust mentioned, a good and sufficient deed or deeds and absolute transfer and assignments of 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 and authority of, or for such sale, which sales, made as aforesaid, shall be a perpetual bar, both in law or equity against the said defendant, and all persons, bodies politic or corporate, claiming or to claim the said franchises, rights and privileges and property, real and personal now owned by the said defendant and described in the said Mortgage or deed of trust and such after acquired real and personal property as in said Mortgage or deed of Trust mentioned, and provided further that an order shall be made by this Court confirming such sale upon payment or settlement of the purchase price bid.

Said sale shall be held upon the land or property of the defendant, Du Bois Storage & Carting Company, in the City of Du Bois, Clearfield County, Pa. at 10.30 o'clock on Tuesday, July 7, 1936, unless the date thereof shall be changed by further order of Court.

A Notice of the time, place and terms of said sale and describing the property to be sold and referring to this Decree, shall be published once a week for four successive weeks in the Du Bois Morning Courier a newspaper of general circulation published in the City of Du Bois, Clearfield County, Pa.; said sale shall also be advertised by at least (12) posters or handbills, which notices shall contain the matters herein specified and at least one of said notices shall be posted in a conspicious place on or adjacent to the property described in said Mortgage and to be sold hereunder.

Said Special Master may, at his discretion, adjourn and readjourn said sale from time to time and if so adjourned, or readjourned, make sale at the time and place to which it may be adjourned or readjourned without further advertisement or notice.

The Mortgaged premises, land, buildings, equipment and property, real or personal, rights, privileges, franchises, and all the property described in the said Mortgage or deed of trust and such after-acquired real or personal property, as is in said Mortgage or deed of trust mentioned, shall be offered for sale in one lot or parcel.

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 Trustee in the said mortgage, or any holder of bonds secured by the said mortgage, or any part to the cause or any creditor of the defendant may bid at the sale and, if a successful bidder, may purchase in his, its or their own right the property covered by the said mortgage or deed of trust.

Any successful bidder may assign, transfer or set over his bid in whole or in part and on any part of his right or interest under this decree.

Any purchaser for the purpose of making settlement or payment for the property purchased shall be entitled to use and apply any bond and any matured or immatured and unpaid Coupon thereby secured, by presenting such bonds and Coupons in order that there may be credited thereon the sums applicable to the payment thereof out of said proceeds of said sale, as his ratable share of such net proceeds, after making any deductions which may be made from the proceeds of said sale for costs, expenses, compensation and other charges.

Page 89

Sept Term 1933

J. Scollins	Charles S. Shoff	July 6, 1933 - Bill in Equity filed 5 Copies certified to the Sheriff
July 6 -	3	Your orator complains and prays: (1) That a decree of this Court issue dissolving the said "Central Service Station," successor to the "Shoff's Service Station" and winding up its affairs and distributing its assets.
L & S.	William A Shoff	
Bill to Pfff 8/1/33	Pro. 2.50	(2) That this Court appoint a receiver for the purpose of winding up and dissolving the said partnership, and in order to conserve and distribute the assets of the same: the said Receiver to have full power under the direction of this Court to sell and dispose of the assets of the said partnership: said Receiver to take immediate possession of all of said assets, when so appointed.
	Sffp. 7.70	
	Cro .50	
	" .50	
Feby 12 - 1934 Cost of		
	Pro. 3.00	
Mar. 20. 1957 Pd by Pfff	14.20	
		(3) That your Honorable Court decree the conveyance to your orator of an undivided one-half right, title and interest in and to the real estate and service station hereinbefore described in Paragraph 6 of this Bill of Complaint.
		(4) That upon the appointment of the Receiver aforesaid that all partners of the "Central Service Station", as well as all other persons acting for them or in their behalf be restrained and enjoined from having, obtaining or in anywise disposing of any of the assets and property of the said partnership, and further be enjoined and restrained from Contracting any bills or indebtedness of any kind for or against the said partnership, trading as the "Central Service Station" or "Shoff's Service Station."
		(5) That your Honorable Court decree that William A. Shoff, defendant, account to plaintiff, Charles S. Shoff, and to the Receiver who herein is prayed to be appointed, setting forth with particularity all sums of money received or expended by the said William A. Shoff, manager as aforesaid, as well as accounting for all assets in his possession or control by virtue of his managership of said partnership to date.
		(6) Such further equitable relief as to which the complainant may be entitled. John Scollins I hereby certify that the said Plaintiff has no adequate remedy at law. John Scollins, Solicitor for Plaintiff
Now, March 20, 1957. On Praecipe filed by Plaintiff and John Scollins, Atty. the above Case has been Settled, Discontinued and ended and all costs paid Wm J. Hagerty. Pro		July 1st 1933 Served Bill in Equity on William A. Shoff personally by 3 copies So Ans. Wm C. McCl. Sff July 31 - 1933 - Lovingood & Smith enter App. for Defts. Sept 1 - 1933 Defts Ans. Filed by Lovingood & Smith Sept 1 - 1933 Service accepted by copies John Scollins

and thereupon such purchaser shall be credited on account of such purchase price payable by him with sums applicable out of such net proceeds to the payment of and credit on the bonds and Coupons so presented.

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, compensation of the Special Master and the payment of all charges, compensation allowances and disbursements of the Plff. and its solicitor and Counsel, and all other allowances, compensation and disbursements. All payments made under this subdivision shall be hereafter determined, fixed, allowed and taxed by the Court

(B) The residue of the monies arising from the said sale shall be appropriated and applied by the Special Master to the payment of taxes accrued on the said premises and then to the principal and accrued Interest of the Mortgage and shall be appropriated and applied by the Trustee in the said Mortgage to the payment of principal and accrued interest upon all of the bonds secured by the Mortgage and under which this proceeding has been had, which are outstanding and unpaid and the same shall be applied without giving preference, priority or distinction as to one bond over another, or as between principal and interest. That is if the residue of the proceeds of the said 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 Du Bois Storage + Carting Company.

Upon confirmation of said sale and the payment of said purchase price by the purchaser, or purchasers, his or their successors or assigns, or upon making such provision for the payment thereof as the Court may approve, the Special Master making the sale shall execute a deed or deeds or other proper instruments conveying or transferring the franchises, rights and privileges and all of 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 in said Mortgage or deed of trust mentioned, to such purchaser or purchasers, or his or their successors or assigns.

Upon the execution and delivery of such deed or deeds, assignments or transfer, the Grantee, or Grantees therein named, shall be let into immediate 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 Special Master herein shall thereupon be discharged of the trust in the premises, except as to the distribution of any money in his possession, subject, Nevertheless, to the Condition that the Special Master may retake and resell the property conveyed or transferred in the event the purchaser or purchasers, his or their successors or assigns shall fail to pay the balance of any purchase price remaining unpaid.

The purchaser or purchasers, his or their successors, shall, after such delivery of the property and premises described in the said Mortgage, hold possess and enjoy the same, free from the trust imposed thereon by the said Mortgage or deed of trust of the Du Bois Storage + Carting Company dated April 21, 1920, and recorded at Clearfield Pa. in Mortgage Book 66, Page 329, and free from any Claim, right, interest or equity of redemption in or to the same by the said Du Bois Storage + Carting Company, Mortgagor, or its successors or assigns.

In the event the proceeds of such sale shall not be sufficient to pay in full the amount hereinbefore found to be due and unpaid, for and in respect of principal and interest on the said bonds, secured by the Mortgage aforesaid together with all the Costs and expenses of the proceeding, the Special Master shall report to the Court the amount of such deficiency. In respect of such deficiency the Plff shall have the right to proceed as is

December Term 1933

Edward J Kelley

Rev. John Bachuack
Pastor of St Peter + Paul Roman Catholic Church of Hawk Run
Pa Mrs Joana Nachman
Mrs A. Gavalla
Mrs A. Yuhas.
Mrs J A. Koval
Mrs S Goda.
Mrs. A Verost
Andrew Pollak.
George Gada.
John Gavala.
Mike Pollak
~~John Straka~~
Michael Swolko, sr.
Andrew Tutokey sr.
George Verost
George Cebulko
Jos. Hovan
Mrs Andy Swankiger
Francis Pentus
Andrew Kobularchick
+ Ambrose Andrecko

1

Edw. J Thompson

Paul Kalin

Sept 13 1933 Bill of Complaint filed
3 copies certified to Sheriff
Your Complainants are Citizens and residents of Clearfield County and are Members of the Congregation of St. Peter + Paul Roman Catholic Church of Hawk Run Pa
The Deft. Paul Kalin is a resident of Hawk Run
The Complainants and their families are members of the Church referred to and have been using a well established roadway on their way to and from Church, which path or roadway led over the property of Victoria Coal Mining Company
On or about June 7 1924 the Victoria Coal Mining Co, sold a lot to Paul Kalin and on June 29 1925 sold another lot to Paul Kalin
About April 5 1933 Paul Kalin nailed an obstruction across the path used by your Complainants and thereby prevented your Complainants from using said path which they had Continued to use uninterruptedly for a period of twenty nine years or upward.
The Complainants pray the Court to grant relief as follows:
To issue an Injunction to prevent said Paul Kalin from blocking the path road or right of Way established for over 29 years
To order Paul Kalin to remove the nails from the obstruction and permit your Complainants to use said path, road or right of way
General relief. Edward J. Kelley
Solicitor for Complainants
Sept 26 1933 By paper filed Edw. J Thompson enters his appearance for Deft.
Now Sept 26 1933 served the within Bill in Equity on Paul Kalin by handing to him personally three true and attested copies of the within Writ and making known unto him the Contents thereof
So ans. Ira C. McCloskey Sheriff
Oct. 19 - 1933 By Copy filed the name of John Straka is struck off on party Deff
Oct 23 - 1933 By Copy filed the name of John H. Koval is struck off on party Deff
Oct 31 1933 Defts answer filed service accepted of within Ans. by Copies Edw J. Kelley, Atty
Mar 15 1934 Testimony Lodged
April 3 1934 Opinion and Order filed
Order:- Now April 3 1934 in accordance with Opinion filed this day an injunction is granted against Paul Kalin requiring him to desist from blocking the path road or right of way as a footpath across the extreme Western part of his two lots in the Village of Hawk

		Res	1.50
Pro By Atty 3-7-34	CK 1192		2.50
" 3 copies			1.00
"			.50
Sheff			6.90
Pro			.50
Deff Writ Bill	CK 1192		26.56
Pro			1.00
"			.50
"			.50
"			.50
"			1.00
B to Deft 11/14/34			41.96
3/9/35 Pro			2.00
Sheff Cd			10.00
3-14-			53.96
			20.00
			33.96

April 15. 1936 Rec'd of Deft $10.00 on acct of Costs
Long Pro Costs $.00 Sheff 2.00
W R Gallagher, Pro.

July 6 1935 Rec of Deft $10.00 being Sheff Costs W R G Pro

Mar 14 - 1936 Rec'd of Deft 33.96 Costs in full W R Gallagher Pro

Run from the land of the Victoria Coal Mining Company at the North thereof, to the property owned by the Bishop of the Diocese of Erie of the Roman Catholic Church, known as lot No. 12 in the Village of Hawk Run. said right of way to be of a width sufficient to permit persons to walk freely to and from said Church property, in the manner in which the same has heretofore been done; and said Paul Kalin is hereby further enjoined and required to remove the obstructions placed by him upon said right of way, and to leave the portions of his land required therefor free of any obstructions to such use. The Defendant shall pay the Costs of this proceeding

This decree shall be entered nisi in accordance with the Equity Rules and shall become final after ten days notice to Counsel for the parties in accordance with such rules, if no exception shall be filed thereto. By the Court. W. Wallace Smith P.J.

April 3 1934 Decree Ni Si entered as per Order of Court. W. R. Gallagher Pro

April 5. 1934 Notice of Decree Ni si given to Counsel of record

April 14 1934 Exceptions to Opinion and Decree of Court filed with service accepted April 16. 1934 Edward T Kelley. atty for Rev. John Bashuck

The exceptions to the ni si decree of april 3-1934 having been considered together with the briefs of the parties submitted in connection therewith, and it appearing therefrom that no new questions of either fact or law are raised and that none of the exceptions require specific answer thereto under Equity Rule 71. the respondents exceptions to the ni si decree are dismissed and the decree heretofore entered nisi will be entered as a final decree. Now Nov. 2-1934 In accordance with the opinion heretofore filed, an injunction is granted against Paul Kalin restraining him to desist from blocking the path, road or right of way as a foot path across the extreme Western part of his two lots in the village of Hawk Run from the land of the Victoria Coal Mining Company at the north thereof, to the property owned by the Bishop of the Diocese of Erie of the Roman Catholic Church, known as lot no. 12 in the village of Hawk Run, said right of way to be of a width sufficient to permit persons to walk freely to and from said Church property, in the matter in which the same has heretofore been done, and said Paul Kalin is hereby further enjoined and required to remove the obstructions placed by him upon said right of way, and to leave the portion of his land, required therefor free of any obstructions to such use. The respondent shall pay the costs of this proceeding.

By the Court. W. Wallace Smith P.J.

Mar. 9. 1935 Ret. for attachment - Mar 9, 1935 attachment directed to issued Ret Wednesday Mar 13. 1935 at 2 o'clock P.M. W. Wallace Smith P.J.

March 9. 1935 Attachment for defendant issued to Sheriff.

Now Mar. 1935 Served the within attachment on Paul Kalin, by handing to him personally a true and attested copy of the same and making known unto him the contents thereof, and at the same time took the body of the said Paul Kalin in possession and delivered him to the said Court of Clearfield County. So ans. Clarence H. Ammerman Shff

Bell & Brockbank — December Term 1933

		Mrs. Florence Salada Mrs. Grace Fuller Mrs. Nellie Woods, and John Gray	November 18, 1933 Bill in Equity filed 3 Copies certified to Shff Wherefore your orators need equitable relief as follows: (1) That a decree of your honorable Court be
		2	made declaring the deed of January 24, 1933, recorded in deed book 301, page 98, copy of which is set forth as
C. & C.		Lesley Gray	Plaintiff's Exhibit "A" to be invalid and void. (2) That a decree be made requiring said
			deed to be surrendered and its invalidity endorsed upon
Pro	2.50		the face thereon.
Shff	8.10		(3) That a decree be made by your said
C-r-o.	.50		Honorable Court directing the Recorder of Deeds to
"	.50		place on record a judicial finding that the deed of
"	.50		January 24th, recorded in deed book 301, page 98,
"	.50		be declared invalid and void and that the
	1.00		property mentioned therein be and is part of the
	13.60		estate of Charlotte A. Gray, and subject to distribution
			by her executrices.
			(4) That Lesley Gray, defendant herein,
			be enjoined from conveying or encumbering said premises
			or in any wise hampering or hindering the administration
			of the property by the executrices under the last will
			and testament of Charlotte A. Gray.
			(5) For such other and equitable relief
			as your Honorable Court shall deem just and proper
			(6) That your orator be awarded their
			costs in this proceeding. Bell & Brockbank,
			Solicitors for Plffs
			Now. Nov. 21. 1933 served the within Bill in
			Equity on Lesley Gray, Deft. by handing to
			him personally three true and certified
			copies of the Original Bill in Equity
			and making known unto him the contents
			thereof. So ans Dra C. McCloskey C&Sff
			Nov. 28 - 1933 - By Cogar filed Gault & Gault
			attys enter appearance for deft.
			Dec 4 1933 Preliminary Objections filed
			Now Dec 4 1933 service accepted by copy
			Bell & Brockbank atty for Plff.
			Mar 1 1934 Opinion and Order filed
			Now Feb 28 1934 for reasons stated in
			opinion accompanying this order the Preliminary
			Objections to Bill in Equity are hereby
			overruled and respondent is required to
			file an answer to Bill in Equity in this
			case within fifteen days. By the Court
			H. Wallace Smith P.J.
			Mar. 12 - 1934 - Answer of Leslie Gray filed by Gault Gault
			now Mar. 12 - 1934 - Service accepted by copy Bell & Brockbank

Contd. from Page 22 — Frederick B. Kerr vs Boardman Coal Mining Co. - No. 5 May T. 1932

April 24, 1939, Petition of Receivers to Compromise and Settle Federal Tax Liens for Income filed to No. 4 May T. 1932.

Now, April 24, 1939, the foregoing petition having been presented and considered, on motion of Smith & Waine, counsel for the Receivers, it is ordered and decreed as follows:

That Frederick B. Kerr and Edward T. Kelley, Receivers of Patts Run Coal Co., be and they are hereby authorized, directed and empowered to pay from the funds in their hands the sum of $250.00 in full compromise and settlement of the amount owed by the said Patts Run Coal Company in the sum of $32,701.65 to the Department of Internal Revenue of the United States Government, and to pay from the funds in their hands as Receivers of Patts Run Coal Co. into their hands as Receivers of The Boardman Coal Mining Co. the sum of $250.00, which payment shall be considered as a payment on the principal and interest of the mortgage owed by Patts Run Coal Co. to The Boardman Coal Mining Company, and upon the payment of said sum to the said Frederick B. Kerr and Edward T. Kelley as Receivers of The Boardman Coal Mining Co. they are authorized to pay said sum of $250.00 to the Department of Internal Revenue of the Government of the United States of America in settlement of the federal income taxes owing by the said The Boardman Coal Mining Co. in the sum of $88,293.86 with interest and penalties; provided, however, that if said sums are not accepted by the Federal Government in settlement of said tax liens, the said Receivers shall not make such disbursements and said payments shall not be made to apply on the taxes due and owing.

Said Receivers are further authorized, empowered and directed to take any and all steps and execute any and all papers or other instruments that may be necessary or desirable for the purpose of carrying out this decree of the Court. By the Court, W. Wallace Smith, P.J.

May 16, 1940 Petition of Receiver Filed.

Now May 16, 1940 the within petition having been considered, it is hereby ordered and directed that in order to conserve expense, no attorney be employed by the Receiver at the present time; the necessary legal work to be taken care of by Edward T. Kelley, one of the Receivers. By the Court, W. Wallace Smith, P. J.

January 29, 1942, Petition of Edward T. Kelley and Frederick B. Kerr, Receivers of the Boardman Coal Mining Co., filed.

Order: Now, this 29th day of January A.D. 1942, having read and considered the within petition and the contract attached, the Receivers are given permission to enter into said contract, provided that no liability or financial risk of any kind is assumed by them. By the Court, W. Wallace Smith, P.J.

April 20, 1942. Petition of Frederick B. Kerr and Edward T. Kelley for authority to enter into a lease filed.

And Now, this 20th day of April A.D. 1942, having considered the above petition and lease attached, the Receivers Frederick B. Kerr and Edward T. Kelley, are granted authority to enter into a lease with the John M. Chase Estate. Copy of which is attached hereto. W. Wallace Smith P.J.

April 20, 1942. Petition of Frederick B. Kerr and Edward T. Kelley for authority to modify the contract already approved and filed.

And Now, the 20th day of April, 1942, having considered the above petition the Receivers, Frederick B. Kerr and Edward T. Kelley are authorized to modify the contract already approved by the Court by changing the terms and conditions as set forth in the petition, provided however, that no additional liability is incurred by the Receivers and that they shall not be liable for any expenditure of money in connection with the said contract. W. Wallace Smith P.J.

Continued on Page 397

Cont'd from Page 185 - Clf'd. Trust Co. vs Crystal Spring Rod & Gun Club - #8 Sept. T. 1935

Crystal Spring Rod & Gun Club made default in the payment of interest of all of said bonds due November 1, 1930, as well as in the payment of several installments of interest which became due on said outstanding bonds semi-annually thereafter and has since failed and omitted to pay the same to the date of this decree, and the said Crystal Spring Rod & Gun Club has made default in the payment of the several installments of interest which became due on the said outstanding bonds semi-annually thereafter and has ever since failed and omitted to pay the same; complainant did thereafter by notice in writing dated August 6, 1935, deliver to the Crystal Spring Rod & Gun Club duly declare the principal of all of said bonds then outstanding immediately to be due and payable, but since that date no part of said principal amount has been paid, although payment thereof, with accrued interest, has been duly demanded

5. There is now due and payable to Clearfield Trust Co, Clearfield, Pa as Trustee under said mortgage, for the use and benefit of holders of bonds secured thereby the principal sum of $19,900, with interest accrued on the principal amount of said bonds from May 1, 1930 to Oct. 1935.

6. Defendant, Crystal Spring Rod & Gun Club, within 50 days after the entry of this decree final, shall pay or cause to be paid:

(a) All costs in the within cause, compensation to the complainant as trustee under said mortgage, counsel fees and such other costs and expenses as may be fixed by this Court;

(b) All taxes due on the mortgaged property;

(c) $19,900 to the complainant, being the principal amount of bonds at present outstanding, together with interest payable thereon, which said interest to Oct 1, 1935 amounts to $467.50 making a total of $26,367.50.

In default of payments of sums above directed within the aforesaid time, the said mortgage shall be foreclosed and the properties and premises covered thereby shall be sold and the proceeds applied to the payment of the items set forth above in the order named, being (a), (b), and (c), and all the right, title, estate and equity of redemption of said defendant, Crystal Spring Rod and Gun Club, and of all persons claiming under said defendant in and to said property and premises shall be forever barred and foreclosed

7. In case payment in full is not made as is required and decreed by Paragraph 6 of this Decree, then said mortgaged premises and property, rights and interest of Crystal Spring Rod & Gun Club shall be offered for sale in the manner hereinafter described; free and clear of all liens, claims and charges of any and every kind upon said mortgaged property except such taxes as the purchaser shall in writing assume

8. Said sale shall be made at public auction on Dec 6, 1935, at the Court House in the Borough of Clearfield, Pa., by Clearfield Trust Co, Trustee in the herein recited mortgage, which Trustee is hereby directed and appointed to sell such mortgaged property.

9. Clearfield Trust Co of Clearfield, Pa., Trustee, shall give public notice of the time and place of such sale by public advertisement as follows: By posting a notice on the property of defendant for 30 days immediately preceding the sale, and also publishing a notice at least once a week for four consecutive calendar weeks, prior to such sale (no publication to be necessary within the week in which such date of sale shall occur) in two newspapers of general circulation published in the County of Clearfield, Pa., and in such further manner as is required by the rules of this Court for the foreclosure of mortgages in this County. Said notice shall state the time and place and when and where the sale is to be made, and shall contain the general description of the property to be sold in the language set forth in Exhibit A attached hereto, adding thereto a statement, there is

Continued on Page 11

Cont'd from Page 114 - Jas R. Allport vs. The Chetremon Club. No 6 Sept T. 1934

now Oct 26 - 1934 Served within decree & Confirmation on the Chetremon Club, by handing to & leaving with W. C. Brown, Pres. of the said Chetremon Club, personally a true & attested copy of the original & making known unto him the contents thereof. Served on Ellis Beck, the person in charge of said club, by handing to him personally a true & attested copy of the within & making known unto him the contents thereof. now Oct 27 - 1934 this writ Ret. as per above Service. So Ans. C. H. Ammerman Shff.

Nov 30. 1934 Pet of Trustee & Special Master for leave to bid at public sale.

& Now Dec 1. 1934 It is ordered, adjudged and decreed that James H. Allport be and he is hereby granted the right and privilege, if he so desires, to bid and become the purchaser of the property of the Chetremon Club advertised for sale on Tuesday Dec 11. 1934 at 2 o'Clock P.M. or to have someone bid for him and purchase said property for him, free and clear of all trusts or other claims the same as if the said James H. Allport was not trustee under the mortgage or special Master to make sale of said property.

By the Court W. Wallace Smith P.J.

Now Dec 24. 1934 time for filing report and return of sale of Jas H. Allport Special Master is extended until Dec 31. 1934 By the Court

W. Wallace Smith P.J.

Dec 31. 1934 Special Master's return of Sale and Report and Order of Court filed

To the Hon. W. Wallace Smith Pres. Judge of said Court Comes now Jas. H. Allport appointed Special Master in the above case, by its decree entered therein and dated the 22nd day of Oct. 1934, and as such Special Master respectfully reports as follows:

The Defendant having defaulted in payment required under paragraph No. 3 of said Decree, your Special Master therefore did designate and fix the hour of two o'Clock P.M. on the 11th day of Dec. 1934 as the time, and at the Club House of The Chetremon Club, Deft. in Burnside Twp. Clearfield County, Pa. as the place for the sale which he was authorized and directed by said decree to make.

A notice of the time, place, and terms of said sale Containing a description of the property to be sold and referred to the said decree of Your Honorable Court dated the 22" day of Oct. 1934, was published once a week for four successive weeks, to wit: on the 8th, 15th, 22d and 29th days of Nov. 1934 in the Barnesboro Star, a weekly newspaper published in the Borough of Barnesboro Pa.; and sale was also advertised by at least twelve posters or handbills, one of which was posted in Conspicuous place on the Clubhouse of Deft.: all of which was done pursuant to said decree. Hereto attached is a Copy of said notice with proof of publication thereof.

On the 1st day of Dec. 1934 Your Honorable Court made an order granting to James H. Allport the right and privilege to bid and become the purchaser of the property of The Chetremon Club, advertised for sale, as aforesaid, or to have someone bid for him and purchase said property for him free and clear of all trusts or other claims, the same as if the said James H. Allport was not trustee under the mortgage or special Master to make sale of said property.

Thereafter, and under the authority Contained in said decree and pursuant to said notice, a sale of the property, authorized to be sold was held by your Special Master at two o'clock P.M. on the 11th day of Dec, 1934. at the Clubhouse of The Chetremon Club in Burnside Township, Clearfield County, Pa. At said sale your Special Master caused the notice of sale to be read in full; the offered for sale the property described in said decree and notice, and S. H. Eastment, acting on behalf of James H. Allport, pursuant to the Order of Court mentioned in paragraph No. 3 hereof, bid therefor the sum of Four Thousand Five Hundred ($4,500.00) Dollars which bid after opportunity for Competitive bidding was the highest bid therefor and was accepted; and said property was struck down and sold to said S. H. Eastment acting as aforesaid, upon the terms stated in the decree and

Continued to Page 103

February Term 1934

L. + S.	Ella J. Mounty		Jan. 16 - 1934 Bill in Equity filed. Plaintiff therefore suing as well on her own behalf as on behalf of other creditors + stockholders of defendant, being without adequate remedy at law, prays for equitable relief as follows:
Jan. 16	1		(a) That a receiver may be appointed, with full power + authority to demand, sue for, collect + proceed to take into his possession goods, chattels, rights, credits, moneys + effects, books, papers, + property of every description belonging to defendant, Raftsman's Journal Company.
E. T. Kelly	Raftsman's Journal Company		(b) That said Receiver be granted by the Court full power + authority to operate the printing + publishing plant of the defendant, to preserve and to protect its corporate franchises + properties, + to preserve said property from sacrifice under any proceeding which can or may be taken likely to jeopardize or sacrifice the same + in particular, without restricting the generality thereof, to preserve it from being sacrificed by the aforementioned execution of E. W. Hess.
	Cr to.	2.50	(c) That an injunction may issue against defendant and all persons claiming to act under it + against all other persons to restrain them from interfering with said receiver's taking possession of + managing said property, + to restrain them from selling + otherwise interfering with the property of the defendant, + to restrain them from any action to enforce all or any of the claims against the defendant by action at law, equity or otherwise, or by execution, without first having obtained leave of Court.
	"	1.00	
	"	.50	
	"	.50	
	"	.50	
	"	.50	
	"	.50	
	"	.50	
	"	.50	
10/10/34	"	.50	
	Sh'ff.	2.00	
7/25/35	Pro	.50	
	Cr to	.50	
6-26-41	Pro 1st Publ cost	3.00	
	Pro Discharge	2.50	
Bal Recvr 8-13-41		16.40	(d) That the Plff. may have such further relief as may be appropriate and as may be conformable to equity.
			Service of within accepted, notice of presentation waived and agree on behalf of clients to appointment of Receiver Edw. T. Kelly atty for Plff.
			Jan. 16 Order of Court filed
			Jan. 16 - 1934 On consideration of the Bill in Equity + the accompanying affidavits + on motion of Speight + Smith Solicitor for Complainant. Plff having given Surety in the sum of One Thousand Dollars, it is ordered + decreed.
			1 - That Hon A. R. Chase be + he hereby is appointed receiver of all the assets, property, franchises rights + privileges of whatsoever kind, of Raftsmans Journal Company, or in the hands of any debtor, agent or depositary of said defendant, + to account to the Court for the same.
			2 - Any debtor agent or depositary of said named corp. as well as Raftsman's Journal Co. itself, is hereby directed forthwith to pay, deliver + assign all Money securities assets + property, of every

Bond of said Raftsman's Journal Company to said Receiver, & the said receiver is hereby empowered to bring, prosecute & defend all suits at law or in Equity which in his judgment may be necessary to protect & preserve the property & interests under his control & care

3 - That the said Receiver be & he is hereby authorized to purchase material & to employ labor to carry on the business of Raftsmans Journal Co. & to make such committments & contracts in respect thereof as he shall deem reasonable & necessary &

4 - That upon security being entered by said receiver as required by law, the defts. its agents & employees, and all persons else are hereby enjoined from retaining or taking possession of the money, property, franchises, rights, privileges or other assets of Raftsmans Journal Company or in any wise dealing therewith or in molesting or interfering with the full & absolute possession or control thereof by said receiver, by suit or otherwise; & from maintaining or continuing any suit at law or in equity or issuing and/or continuing any execution warrant or distress or collection process, or any writ or process in the nature thereof, without first obtaining leave of Court.

5 - That security be entered by said Receiver in the sum of Two Thousand Five Hundred Dollars, ($2.500.00) to be approved by the Court

6 - That said temporary Receiver continue for a period of 24 days from the date of this decree & thereafter from time to time as the Court shall further decree

7 - That the 5th day of Feby. at 10 o'clock A.M. in the Arbitration Room of the Court House at Clearfield, Pa. is fixed as the time & place for hearing on said Receivership & its continuation.

8 - That said Receiver is directed to give notice to all officers, directors, stockholders & known Creditors of said Corporation of the time, place & purpose of said hearing, by mailing a written notice concerning the same known address of each, by ordinary mail By the Court. W. Wallace Smith.

Jan. 16 - 1934 affidavits of J. H. Dorr, Regster & Recorder of Clfd Co. & John L. Shields Sec. of dft. Co. filed

Jan 16 - 1934 - Ciff's Bond in sum of One Thousand Dollars, with United States Fidelity & Guaranty Co. as Surety filed

Jan. 16 - 1934 Bond approved - By the Court. W. Wallace Smith P.J.

Jan. 16 - 1934 - Receivers Bond in sum of Twenty-five hundred Dollars, with United States Fidelity & Guaranty Co. as Surety filed

Jan. 16 - 1934 - Bond approved By the Court. W. Wallace Smith P.J.

Jan 17 - 1934 - Defendants Answer filed by Edw. I. Kelley.

Feb. 7 - 1934 - Petition of E. W. Hess to intervene as party defendant - now Jan. 24 - 1934 - the above petition having been presented, it is on motion of John M. Urey Atty. for the petitioner, ordered that the prayer of said petition be granted & that the petitioner E. W. Hess be allowed to intervene as a party defendant. By the Court. W. Wallace Smith P.J.

Feb. 7 - 1934 - Answer of E. W. Hess intervening dept. to Ciffs Bill of Complaint filed by J. M. Urey

Feb. 7 - 1934 Service of within accepted Limingt & Smith Attys for Claimant

Feb 23. 1934 Decree Continuing Receivership filed.

Feb 22. 1934 it is ordered and Decreed: That the temporary Receivership heretofore created for the Raftsman Journal Co. be and hereby is continued for a period of 3 Months from this date, and Hon. A. K. Chase is continued as Receivers.

The powers of said Receiver as well as his duties are as enumerated in the decree appointing him, dated Jan 16. 1934.

The Receiver is authorized and directed to seek such further instructions from the Court as he may regard necessary

By the Court. W. Wallace Smith P.J

Mar 15. 1934 Testimony taken at hearing before Judge Smith on Feb 22 1934 Lodged

Continued to next Page

Continued from Page 97. Ella J Mounty vs Raftsman Journal

Oct 10. 1934 Order of Court filed
Now Oct 8. 1934 in pursuance of arrangement made by Counsel at the Bar this day, the authority heretofore granted the Receivers to continue business operations is continued until January 1, 1935, upon condition that the sum of $250.00 shall be paid to John M Urey, attorney for E. W. Hess on account of his preferred claim for back rent; and the Receiver is hereby authorized to make said payment on account of distribution and to receive credit therefor as a proper expenditure in an account he may hereafter file; said payment not to affect the arrangement for current rent payments between the Receiver and said E. W. Hess,
By the Court W. Wallace Smith P.J

Now May 16. 1935 Pet for Rule, and Rule granted upon Hon A.R Chase Recvr. of Raftsman Journal Company, to show cause why he should not turn over and deliver to the Duplex Printing Press Company the property described in Exhibit "A" attached to the petition
Rule Ret June 3. 1935 and hearing to be held June 3. 1935
By the Court W Wallace Smith P.J

May 16. 1935 Rule Issued to Shff.
May 22- 1935 Served Rule on Hon. A.R. Chase Recvr of Raftsmans Journal Co. by handing to him personally a true & attested copy of the original & making known unto him the contents thereof So ans E. H. Amerine Shff.

June 3 1935 Motion of E.W. Hess, Intervening Deft. by John M. Urey Atty moves the Court to grant leave to proceed with said execution and sell the personal property levied upon. June 3. 1935 Rule granted Ret. Monday June 17. 1935 at 10.00 A.M. W. Wallace Smith P.J.

June 3. 1935 Service accepted & Issuance waived A R Chase, Temporary Receiver

Now June 17. 1935 Action upon the Motions before the Court is hereby further continued to Monday July 8. 1935 at 11:00 A.M.
By the Court, W. Wallace Smith P.J.

July 25. 1935 Order of Court on Petition to re-Claim filed
And Now July 25. 1935. It appearing to the Court that a petition was filed by the Duplex Printing Press Company to re-claim a Duplex printing press in the possession of A.R Chase, Receiver of the Raftsman's Journal Company; and that no answer to the said petition to re-claim has been filed by the said Receivers for the Raftsman's Journal Company, the respondent; and that the said Receiver has admitted in open Court at a hearing, that the said Duplex Printing Press Company is entitled to possession of the said printing press; and it further appearing to the Court that the said Duplex printing press was distrained for rent, together with other personal property on the premises of the Raftsman's Journal Company; It is ordered and Decreed that the said A.R. Chase turn over and deliver to the said Duplex Printing Press Company the said Duplex printing press, in accordance with the prayer of the petition, but subject to the rights which may have been obtained by virtue of the landlords distraint.
By the Court. W. Wallace Smith. P.J.

And Now July 24. 1935 service accepted by Copy. A. R. Chase
Temporary Receiver

March 14, 1940, Petition for Leave for Sale filed.
On motion of Walter M. Swoope, attorney for A.R. Chase, Receiver of the Raftsman's Journal Company, for Order to make sale as Receiver of the assets of the Raftsman's Journal Company, it appearing that the petition is in proper form and that it would be to the best interest of the creditors that sale be had as prayed for.

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Cont'd. from Page 141 - J. H. Pentz vs John M. Flynn, et al - No. 3 May Term 1934

(4) That in compliance with the Order of Court and the said advertisement, your Master held a sale at the place appointed, i.e. the Prothonotary's office in the Court House at Clearfield, at ten o'clock A. M. on the 2nd day of March, 1935.

(5) That your Master received two bids at the sale; one for $1050.00 and the second for $1056.24, and accordingly sold the property to the highest bidder, being J. H. Pentz, at the price aforesaid.

(6) That your Master on March 2, 1935, notified all parties of the said sale and also notified them of his intention to present this petition to your Honorable Court at ten o'clock A.M. on March 13, 1935, notifying them further that they had five days from said date to file exceptions to the said sale.

Wherefore your Master prays your Honorable Court to confirm nisi said sale and if no exceptions are filed, to confirm it absolutely as of the 18th day of March, 1935. Edward T. Kelley

Decree:- Now this 9th day of March, A.D. 1935, the within petition having been presented, it is ordered and decreed that the sale be confirmed nisi as of the 13th day of March, 1935, and if no exceptions are filed on or before the 18th day of March, 1935, then the sale is confirmed absolutely and the Master is directed to make a deed to J. H. Pentz on receipt of the purchase price. By the Court,

W. Wallace Smith, P. J.

March 18, 1935 No exceptions filed the Masters Report of Sale is confirmed absolute as per Order of Court. W. R. Gallagher, Pro.

May Term 1934

L.D. McCall	L.W. Shaffer and C.E. Cifer, co-partners trading + doing business under the name + style of L.W. Cifer Sons. Complainants	Feb. 6 - 1934 Bill in Equity Filed. Praying 1st - That the deeds of conveyance from Mrs Anna C. Wilson to Daisy Burt, the defendant, as referred to in the Bill of Complaint be declared fraudulent and void as against your Orators and that the same be vacated + annulled.
Feby. 6 -	1	2nd - That the lands + property in said deed described be declared and decreed to be subject
C. + C.	Daisy Burt defendant	to the lien + payment of the indebtedness of Anna C. Wilson to your orators with lawful int. thereon.
		3rd. That unless the Deft. pay the indebtedness so determined to be due your orators within a
Cro.	2.50	time to be fixed by the Court, the said Real
"	.50	Estate be sold by a Trustee to be appointed by
"	.50	the Court for that purpose, and the proceeds of
	.50	said Sale applied to the payment of the indebtedness
	1.00	to your orators + the costs of this proceeding.
"	1.00	4th - That said Daisy Burt be required to
1/18/35	6.00	account to your Orators for the rents + profits
St. to deft atty		issuing out of said Real Estate and to hold + apply the same as this Honorable Court may,
		by its decree, direct.
		5th - That upon filing of this Bill of Complaint the said suit be indexed by the Prothonotary
		upon the Judgment index of said Court in
		the name of the defendant, Daisy Burt, as a
		lien and lis pendens against the real estate
		described in the Bill of Complaint.
		6th - That your Orators may have such other
		and further relief as their case may require.
		L.D. McCall atty for Complainants.
		Feb. 6 - 1934 - Affidavit of non-residence in
		Deerfield Co. Ga. of Deft. filed.
		Now Feb. 6 - 1934 - It is ordered that service
		of Bill of Complaint be made upon the said Daisy
		Burt, deft, in the manner directed by said act,
		and the said deft. cause an appearance to be
		entered for her in the Prothonotary's office + file
		her answer on or before the 4th Monday of March
		A.D. 1934 + that a certified copy of this Order
		be also served upon her with a copy of the Pffs.
		Bill agreeable to said act of Assembly.
		By the Court. W. Wallace Smith
		Feb. 6 - 1934 Copy certified to Shff.
		Feb. 20 - 1934 - Served on Daisy Burt - court order
		+ Bill in Equity with endorsement of notice to appear
		+ answer personally by copies at 204 Nassau Ave.,
		Kenmore, Erie Co. N.Y., on Feby 12 - 1934
		So ans. Thomas P. Driscoll.
		Mar. 9 - 1934 Deft's answer filed by C. + C.
		Service accepted by copy Mar. 8 - 1934 L.D. McCall
		August 20, 1934, Testimony filed and logded.

Dec 14. 1934 Decree filed. This cause came on to be heard, and after argument by Counsel and testemony having been taken, and on due consideration It is Ordered, Adjudged and Decreed this 19th day of July A. D. 1934 as follows:

That certain deed from Anna Wilson to Daisy Burr bearing date Dec. 14. 1932, and recorded in the office for the Recording of Deeds in and for Clearfield County, in Deed Book Vol. No. 305 Page 223, describing the following lot of land, to wit: situate in the City of Du Bois Clearfield County, Penna to wit:

Beginng at a point on W. Weber Ave. distant 43-1/3 ft, more or less, from line of West Weber Ave and South Jared Street in the city of Du Bois; thence eastward along West Weber Ave 43 1/3 ft, more or less to a point in land of which this is now or formerly a part; thence N. 50 ft to a point, being the northeastern boundary of lands of which this is now or formerly a part; thence West along line of lands therein described 43 1/3 feet, more or less, to a point; thence southward 50 ft to a point at West Weber Ave, and place of beginng; having thereon erected a two-story frame dwelling house.

es hereby adjudicated and declared to be fraudulent as to the plaintiffs herein, and null and void.

It is further decreed that said lands and property are subject to the lien and payment of the indebtedness of Anna C. Wilson to the Pltffs herein in the sum of $1,237.56, together with interest on the sum of $1,119.80 from the date hereof;

It is further ordered that unless the Deft. Daisy Burr, pay the above stated indebtedness to the Pltffs herein within thirty days from this date of final decree, the said lands shall be sold by the Trustee to be appointed by the Court for this purpose and the proceeds be applied to the payment of the indebtedness to the Pltffs as herein determined.

It is further ordered that in the event the above stated indebtedness be not paid, and upon sale of said lands sufficient be not realized thereat to pay the indebtedness herein found to be due and owing to the Plaintiffs, the said Daisy Burr shall be required to account and pay over to the plaintiffs the rents and profits issuing out of the same from the date of said Conveyance to her, to wit; Dec. 14. 1932. until the time of such sale.

That the lien of the Plaintiffs shall, however, be postponed to the liens of the Du Bois National Bank and the Mutual Building & Loan Association of DuBois Pa. set forth in the Thirteenth paragraph of the Bill in Equity, and also to any other liens existing against said property at the time of the conveyance hereby set aside, as well as any liens for taxes, Municipal liens and any other items of similar character, whether arising prior to or subsequent to said Conveyance; and the same order of priority shall exist as to the proceeds of any sale as with reference to said property itself.

That the cost of this proceeding be paid by Daisy Burr.

This decree shall be entered nisi and after notice given to the parties in accordance with Equity Rule 68 shall be subject to exceptions in accordance with Rule 69. to be passed upon in accordance with the provisions of the Equity Rules, or if no exceptions shall be filed within ten days, then to become final. By the Court. W. Wallace Smith. President Judge

Dec. 14. 1934 Decree Nisi entered

W. R. Gallagher Pro

Dec 14. 1934 Notice of Decree Nisi given to Counsel of record

Now Dec 26 1934 No Exceptions filed Final Decree is entered as per Equity Rule 70

Dec 26 1934 — Final Decree Entered

W. R. Gallagher Pro

May Term 1934

A. & C.	Letterio Errigo	Bill in Equity filed Feby. 20 1934 in which the orator prays the Court for Equitable Relief as follows
Feb. 20-	2	1st - That the defendants be ordered and directed to answer this Bill
W. A Romney	Domenic Catinio Dom[illegible] Domenic Catinio and Annie Catinio.	
	Sub'y atty CK 1987 2.50	2nd That the defendants be enjoined from making any further conveyance of said real estate until the disposition of this proceeding.
	Sub'o .50	
	" .50	3rd That the conveyance by Domenic Catinio
	" .50	and Annie Catinio to J. Thomas Dale and the
	Pro 1.00	conveyance from J. Thomas Dale to Domenic
	5.00	Catinio and Annie Catinio 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 and equitable relief as the plaintiff's case may require and that the Plaintiff be awarded his costs in this proceeding. Arnold & Chaplin - attorneys for Plaintiff
		The Sub is directed to enter this action in the judgment index by Sup. atty & Copy filed
		Mar 7 1934 - By Copy filed W. Albert Romney enters his appearance for defendants.
		March 20 1934 Defts answer filed with service accepted by Copy March 20 1934 by Arnold and Chaplin for Pltff
		June 8. 1934 Cer argt List
		Oct. 18. 1947. By paper filed the above proceedings in Equity has been settled and directed to be marked discontinued upon payment of costs. Letterio Errigo, Plaintiff and Chaplin & Arnold. attys for Pltff.
		Oct 18. 1947 above costs having been paid by John B. Gates atty the case is discontinued.
		Attest: Marie O. McFadden. Cro.

Contd from Page 95, James H Allport vs The Chetremon Club No. 6 Sept T. 1934

and subject to confirmation by this Honorable Court, and payment of the fee purchase price as provided by said decree.

Said S.H. Eastment has directed your Special Master to execute and deliver to James H. Allport, a proper deed of conveyance conveying title to the property sold as aforesaid upon payment of the purchase price therefor.

James H. Allport desires to pay the purchase price in a manner determined by the Court and to receive a deed for the property sold as aforesaid.

Said decree of Oct. 22. 1934 provides in paragraph No. 14 as follows.

(a) To the payment of costs of this action, the proper expenses attendant upon such sale, the compensation of the Special Master for making the sale, the payment of all charges, compensation, allowance and disbursements of the Plaintiff and his solicitor and Counsel, and all proper allowances Compensations and disbursements. All payments made under this sub-division shall be hereafter determined, fixed, allowed and taxed by this

(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 the 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.

If after making all of the foregoing payments there shall be any surplus, the same shall be paid to the said Chetremon Club, the Mortgagor and defendant herein.

The proceeds of sale and the total fund for distribution is Four Thousand Five Hundred ($4,500.00) Dollars.

The amounts to be paid out of said proceeds of sale as provided in subdivision (a) of said paragraph No. 14 are as follows.

W. R. Gallagher, Courts Cost	40.00
Nembold + Stewart, Bond for Special Master	20.00
Liveright + Smith, Counsel fees in fore-	
Closure proceedings and representing Special Master	350.00
Jas. H. Allport, reimbursement of amount	
expended by him as Trustee and Special Master	360.72
Total	770.72

as shown by itemized statement hereto attached and marked Exhibit "A"

It appearing that the amounts to be paid out of the proceeds of sale as provided in subdivision (a) of paragraph No. 14 of said decree will exhaust the said proceeds of sale, your Special Master reports that there is a deficiency in respect of the principal and interest due and unpaid upon the bonds secured by said Mortgage or deed of trust, in the sum Forty-two Thousand, Eight Hundred forty eight and 50/100 Dollars ($42,848.50) with interest from October 1, 1934.

Wherefore, your Special Master prays for authority upon payment to him as such Special Master by the purchaser of said sum of Four Thousand Five Hundred ($4,500.00) Dollars, to execute and acknowledge a deed running to James H. Allport substantially in the form hereto annexed as Exhibit "B" designed to convey the property sold as foresaid

Respectfully submitted. Jas. H. Allport
Special Master

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May Term 1934

C. & C.	J. H. Lutz	Bill in Equity filed March 1 - 1934 in which the Petitioner prays your honorable Court for Relief as follows
March 1 -	3	1 - That a decree of Partition be made in this case and a master appointed to either divide
	John M. Flynn	the said property into equal purparts as the
	James R. Brahoney	interest of the said owners may appear, and if
L. & S.	Birdsboro Steel	the said property cannot be divided without
	Foundry & Machine Co.	injury to the whole, then to appraise and value
	a corporation, and	said property and proceed to sell, as provided
A.M. Liveright	County of Clearfield	by the laws of Partition of Pennsylvania.
	Cro By atty 2.50	2 - That a decree be made placing the costs of
	" .50	this proceeding, together with counsel fees, equally
	Sheff. 2.50	upon the several parties hereto, as their
	Cro. .50	interest shall appear
	S. H. Lutz 3.00	
	H. C. Law, Ridgway, Pa 2.50	3 - Such other relief and decree as the laws
	J. E. Buggard (Johnsonburg Pa) 1.70	of Equitable Partition provide
	Cro. .50	and he will ever pray etc.
	" .50	J. H. Lutz
	" .50	Mar. 1 - 1934 - Petition & Court Order filed
	" .50	now Feb. 28 - 1934 It appearing by the Petition filed
	" .50	that the defendants John M. Flynn, James R. Brahoney
10-31-34	" 1.00	and the Birdsboro Steel Foundry & Machine Co. are not
12-6-34	" .50	residents of Clfd. Co & it appears by the bill filed & repre-
	" 2.50	sentation of Plff's atty's Lutz & Lutz that John R. Flynn &
	" .50	James R. Brahoney are residents of Elk Co. & that the Birds-
	" 2.00	boro Steel Foundry & Machine Co. is a corp. with its principal
	1.00	place of business in Berks Co. It is hereby ordered that service
	23.70	may be had on the said defendants in the County in which
	" 1.00	they reside by handing 3 copies of said bill to them
		personally or in the same manner in which a summons
		is served, said service to be made by any person
		whether or not he is an officer of the law and a
Apr. 8. 1935 Rec of Lutz attys		due return made to the Court of Clearfield County.
Costs:- Sheff. 2.50; S. H. Lutz 3.00.		By the Court. W. Wallace Smith P.J.
H. C. Law 2.50. J. E. Buggard 1.70		A true copy of Bill certified to Sheriff
Bro 12.00 Extra Rec 21.70		now Mar. 1 - 1934 served with Bill in Equity
W. R. Gallagher Pro		& Complaint on Clfd. Co. one of within named Defts by
		handing true & attested copies of the same to L. C. Norris
		Clerk of Co. Comm. of Clfd. Co & making known unto
		him the contents thereof. So ans. C. H. Summon Sheff.
		March 12 1934 By Deputy filed Liveright & Smith.
		Letter of Attorney for Birdsboro Steel Foundry & Machine Co.
		Mar. 8 - 1934 Served 3 copies of Bill on Birdsboro
		Steel Foundry & Machine Co. by personal service on R. F.
		Rentschler a principal officer of said Corp. - Stewart H. Lutz.
		Mar. 3 - 1934 - Served 3 copies of Bill on John
		Flynn personally at Ridgway Co. H. C. Law
		Mar. 5 - Served 3 copies of Bill on James R. Brahoney
		personally at Johnsonburg Co. J. E. Buggard

Continued to next page

April 16. 1934 By paper filed an Order is directed to be entered in the above stated case that the Decree be taken pro. Confesso for want of an answer of all of the said Defendants, and for want of appearance of John M. Flynn, James R. Brahaney and County of Clearfield
Reutz + Reutz, attys for Plff.
April 17. 1934 Order certified to all Defts.
July 16. 1934 Pet of County Commissioners ~~filed~~ to enter appr. filed
July 16. 1934 Counsel for Petrs being before the Court and Consenting thereto, leave is granted to within Respondent to enter appearance nunc pro tunc and to file this answer with the same effect as if filed before directions given for the decree pro Confesso
By the Court. W. Wallace Smith P.J.
July 16. 1934 By Virtue of above Order of Court of Common Pleas, A. M. Liveright, County Solicitor enters his appearance as to pro tunc as Atty for County of Clearfield.
July 16. 1934 answer Preliminarily Objecting to the Bill filed
July 16 1934 Service accepted by copy of Pet of County Commissioners for appearance nunc Pro tunc By Reutz + Reutz attys for J. H. Reutz.
July 16. 1934 Service accepted by copy of answer preliminarily Objecting to Bill By Reutz + Reutz attys for J. H. Reutz.
Aug 10. 1934 Opinion and Decree filed
Order:- Now Aug 10. 1934 in accordance with the Opinion filed herewith the objections raised in the answer filed are overruled and it is directed that the Complainant be decreed to have partition of the property - The respondent is hereby allowed a period of fifteen days for the filing of such further answer as it may desire. The entering of a decree pro Confesso in accordance with the praecipe heretofore filed is suspended pending the filing of such answer. After the filing of such additional answer or the expiration of fifteen days as aforesaid, leave is granted to the Complainant to submit to the Court such form of decree, if any, as he may then be entitled to have in accordance with the pleadings, the Equity rules and this Opinion By the Court. W. Wallace Smith P.J.
Aug. 20 - 1934 Answer of the County of Clfd. + new matter filed by Liveright + Smith. Aug. 20 - 1934 Service accepted by copy. Reutz + Reutz
Order of Court:- Now Oct 31. 1934 this cause came on to be heard as between the Plff. and Clearfield County, one of the Defts and it appearing that the Bill of Complaint was duly served on John M. Flynn, James R. Brahaney and Birdsboro Steel Foundry + Machine Co. and that the time for their appearances has fully expired and no appearance was entered for John M. Flynn and James R. Brahaney and no answer entered by the Birdsboro Steel Foundry + Machine Co., and after due Consideration of the arguments set forth by Clearfield County and the answer thereto filed raising no question which had not previously been cared for by the Opinion and order filed this therefore, on motion of Reutz + Reutz Atty for the Plff. ordered and Decree as follows
That a partition be made of the real estate, hereditaments and premises in question described in the bill, situate in the Township of Union, County of Clfd. Penna. among the Plffs and Defts; and it is further ordered and decreed that the Cause be referred to E. J. Kelley, Esq. as Master in Partition, to Value the said real estate and divide and make partition thereof into shares and purparts, according to the shares and Interests of the respective parties thereto, If the same can be divided without prejudice to the Interests of the said parties respectively, or without prejudice to or spoiling of the whole of the said estate, and to ascertain the sum or sums which shall

Continued to Page 109

May Term 1934

L. + S.	Earl F. Gearhart		Bill in Equity filed March 5 - 1934 wherein Plaintiff prays for equitable relief as follows:
		4	(a) That a receiver be appointed with full power + authority to demand, sue for, collect, proceed to take into his possession goods, chattels rights, credits, moneys and effects, books, papers + property of every description belonging to the
B + S.	Gearhart Lumber + Supply Co.		Defendant Gearhart Lumber + Supply Co.
	Con.	2.50	(b) That said Receiver be granted by the court
	"	50	full power and authority to operate the planing
	"	50	mill of the Defendant, to preserve and protect
	"	1.00	its corporate franchises + properties + to preserve
	"	.50	said property from sacrifice under any proceeding
	"	.50	which can or may be taken likely to prejudice
4/9/35	"	1.00	or sacrifice the same and in particular,
	"	1.00	without restricting the generality hereof, to preserve
	"	1.00	it from being sacrificed by the aforementioned
		9.00	executions of the Dunsdite Company, Charles R.
st. tab. B. Shaw 6-4-35		1.00	Krumm + Samson Clapboard Company.
		10.00	(c) That an injunction may issue against
			defendant and all persons claiming to act under
			it, + against all other persons to restrain them
			from interfering with said receivers' taking
			possession of and managing said property, and to
			restrain them from seizing + otherwise inter-
			fering with the property of the defendant and
			to restrain them from any action to enforce all
			or any of the claims against the defendant, by
			action at law equity or otherwise, or by execution
			without first having attained leave of Court.
			(d) That the Plaintiff may have such further relief
			as may be appropriate + as may be conformable
			to equity. Dunright + Smith - Sol. for Coff

Now Mar. 3-1934 Service of within bill in Equity accepted - Bell + Silberblatt

Mar. 5-1934 - Defendants answer filed.

Mar. 5-1934 affidavits for Preliminary Bill of Bertha Rougeux and Albert R. Hinkle filed.

Mar 5-1934 Coff's Bond in sum of $1,000.00 with Indemnity Insurance Company of North America as surety filed.

Mar. 5-1934 - Bond approved W. Wallace Smith C.J.

Decree Filed.

March 5- 1934 on consideration of the Bill in Equity + the accompanying affidavits + on motion of Dunright + Smith, solicitors for complainant. Plaintiff having given security in the sum of One Thousand ($1,000.00) Dollars It is ordered + decreed:-

1 - That A.B. Shaw + Daniel Leffler be + they are hereby appointed receivers of all the assets, properties, franchises, rights + knowledges of whatsoever kind of Gearhart Lumber + Supply Co. with power to take hold, demand, secure + collect all funds assets + property belonging

to Gearhart Lumber + Supply Co. or in the hands of any debt or agent or depositary of said defendant, and to account to the Court for the same

2- any debtor, agent or depositary of said named corporation as well as Gearhart Lumber + Supply Co., itself is hereby directed forthwith to pay, deliver + assign all money, securities, assets + property of every kind of said Gearhart Lumber + Supply Co. to said receivers, + said receivers are hereby empowered to bring, prosecute, + defend all suits at law or in equity which in their judgment may be necessary to protect + to preserve the property + interests under their control + care.

3- That the said receivers be + they are hereby authorized to purchase material + to employ labor to carry on the business of Gearhart Lumber + Supply Co. + to make such commitments + contracts in respect thereof as they shall deem necessary or advisable.

4- That upon security being entered by said receivers as required by law, the defendant, its agents + employees, and all persons else are hereby enjoined from attaining or taking possession of the money property, franchises, rights, privileges or other assets of Gearhart Lumber + Supply Co; or in any wise dealing therewith, or in molesting or interfering with the full + absolute possession or control thereof by said receivers; by suit or otherwise; or from maintaining or continuing any suit at law or in equity, or issuing and/or continuing any execution, warrant or distress 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 receivers in the sum of Five Thousand ($5,000.00) Dollars to be approved by the Court.

6- That said temporary receivers continue for a period of 30 days from the date of this decree + thereafter from time to time as the Court shall further decree.

7- That the 5th day of April at 10:00 a.m. o'clock in the Arbitration Room of the Court House at Clearfield, Pa. is fixed as the time + place for hearing on said receivership + its continuation.

8- That said receivers are directed to give notice to all officers, directors, stockholders, + known creditors of said corporation of the time place + 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:- W. Wallace Smith. P.J.

Mar. 6- 1934 By Paper filed Bell + Silberblatt attys. appear for the Defts.

Mar 6 1934 Receivr Bond in sum of $5.000 with Indemnity Ins Co of N.A. as Surety filed and approved by the Court W. Wallace Smith P.J.

April 20 1934 Testimony Lodged taken at hearing before W. Wallace Smith P.J. on Apr. 6 1934

June 11- 1934 Petition of DuBois Iron Works by Cort + Cort, 11th day of June 1934 within Petition read + considered and thereupon leave is granted to the DuBois Iron Works to bring suit on its claim against A.B. Shaw + Daniel Leffler Recvr. for the Gearhart Lumber + Supply Co. as prayed for. By The Court. W. Wallace Smith, P.J.

Apr. 6. 1935 Pet for leave to accept Home Owners Loan Corp. Bonds and Sale thereof + Order of Court

Order of Court Now April 6. 1935, the foregoing petition of A. B. Shaw, Daniel B. Leffler and Edward Stoner, Receiver of the Gearhart Lumber and Supply Co., having been presented and considered on Motion of Liveright + Smith Counsel for said Receivers, It is Ordered and Decreed that A. B. Shaw, Daniel B. Leffler, and Edward Stoner, Receivers as aforesaid, and they are hereby Authorized and empowered to accept Home Owners Loan Corporation Bonds in the Approximate sum $11,47 at par, or Home Owners Loan Corporation Bonds for part

Continued to Page 7 - 280 — 10

May Term 1934

B + S.	John S. Chaplin	Bill in Equity filed March 27 - 1934
C.R. Kramer	Jennie Wilson	wherein the Complainants seek the following
	Charles A. Wilson	relief:—
	Frank B. Woods	1 - That the Clearfield Cemetery Company
	F. Corty Bell	be perpetually enjoined + restrained from
	John C. McCurdy	closing Chestnut + Linden Avenues
	Charles E. Reed	2 - That the Clearfield Cemetery Company
	A. Lea Hess	be enjoined + required to leave open and
	A. S. Kramer	perpetually maintain Chestnut + Linden Avenues
		3 - That the Clearfield Cemetery Company
		be enjoined + restrained from selling burial
March 27	5	space within the lines of Chestnut + Linden
		Avenues
John M. Urey	Clearfield Cemetery	4 - That complainants be granted such
	Company, a corp.	other relief as in the judgment of the Court
		shall be proper.
Cro.	2.50	Bell + Silberblatt
Shff.	2.50	Clarence R. Kramer
Cro.	.50	Now March 28 - 1934 - Served the within
"	.50	Bill in equity on the Clearfield Cemetery Company
		a corporation, defendant, by handing to Albert R.
		Kennard, Sec. of said corp., true + attested
		copies of the original + making known unto
		him the contents thereof.
		So Ans. Clarence H. Ammerman Shff
		Apr. 7 - 1934 John M. Urey atty. enters appearance
		f.d. Clearfield Cemetery Company, a corp.
		Apr. 24 - 1934 Defts. Answer filed by J. M. Urey
		Apr. 24 - 1934 Service accepted by copy Bell + Silberblatt.
		June 8. 1934 On argt list

Continued from Page 105 J. H. Reutz vs John M. Flynn No 3 May T, 1934

Charged or paid thereon for owelty, or which shall be paid or secured to the parties to whom no purpart may be allotted in the manner now authorized by law under Writs of Partition or Common Law.

And if the Master shall find that such partition and division can be made either of the whole of the said real estate or of any part thereof, then upon such valuation and partition to award and allot the said purparts to and among the parties severally and respectively entitled thereto, together with the sums so charged thereon and payable as and for owelty of partition.

And if the premises cannot be Conveniently divided and parted into as many purparts as there are parties entitled to award and allot the amount or sum to be paid or secured to them respectively, and the times when such payments shall be made and the purparts out of which the same shall be payable. And if the Master shall find that the said real Estate cannot be divided without prejudice to or spoiling the whole, then to value the same; and if the parties shall refuse to take the same at its Valuation, then to apply to the Court for leave to make sale thereof at public auction, giving the like notice as is required in sales under proceedings in partition at Common Law.

This said order and decree to be in full force and effect against all defendants, saving and excepting such reservations as made by the Court in the opinion filed the day of August, 1934 reserving to the Court the question of additional orders and decrees to be made in reference to the taxes due Clearfield County, at any stage or in connection with any step in the procedure.

By the Court W. Wallace Smith P.J.

Dec 6. 1934 it appearing that the original order in the above case failed to set out the interests of the parties in interest and it further appearing by the pleadings and representation of Counsel on both sides that there is no dispute as to the interests this supplemental order by agreement of Counsel is hereto entered in the above Case, to wit; The interests of the various parties in interest in the above real Estate is as follows; J. H. Reutz an undivided one-fourth Birdsboro Steel Foundry & Machine Co an undivided one fourth Clearfield County (purchaser of the undivided one-fourth of J. M. Flynn and the undivided one fourth of J. R Brahaney an undivided one half

By the Court. W. Wallace Smith P.J.

Jan 21. 1935 Masters Report filed

Your Master appt by Order of Court begs leave to report that hearing was held Dec 19. 1934 that J. M. Flynn had disposed of his interest in the property in question a long time ago to Jas. R. Brahaney and Ross H. Reutz atty appeared for J. H. Reutz and Robt V. Maine of Liveright & Smith on behalf of Clearfield County.

Your Master started the proceedings as per the Supplemental Orders that the interests of the various parties in said real estate were as follows

J. H. Reutz, an undivided one-fourth. Birdsboro Steel Foundry & Machine Co. an undivided one fourth Clearfield County - an undivided one-half.

From the testimony it seems that this is a tract of cut over timber land; that upon certain portions of it there is some second growth and that land of this type might be of some benefit to a hunting Club but at the present time there is no other benefit except for reforestration. In one corner of the land there is an opening for a wagon mine and there is coal underlying the greater portion of this property but it can be opened only at the south end of the property which is adjacent to a Ruchot road. There is about 200 or 250 acres

Contd Page 140

May Term 1934

Bruce & Chaplin	Pearl Fox Yacabucci	May 5. 1934 Bill in Equity in which Your Orator Complains and prays for relief as follows:-
May 5	6	That a Decree of this Court issue dissolving said Fox Variety Store a partnership and winding up its affairs and destributing its assets
	Vern Fox	That this Court appts a Receiver or 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
Pro	12.50	Receiver to have full power under proper
Shff	3.70	direction of this Court to sell and dispose
1		of the assets of said partnership Said
		Recvr. to take immediate possession of said
		assets when so apptd
Dec 12 1934 Recd of		That upon the appt of Recvr. that all
Deft 5 pc on account of costs		partners of the Fox Variety Store as well as all
W. R. Gallagher Pro.		other persons acting for them or in their
		behalf be restrained and enjoined from having
		receiving or in any wise disposing of any of
		said assets and property of said Fox Variety
		Store and further be enjoined and restrained
		from contracting any bills or indebtedness of
		any Kind for or against said partnership.
		That the Court make such further order
		and decree in the nature of an accounting
		against said Deft for all sums received or
		expended by him in connection with
		said partnership as well as an accounting
		of all assets in his possession or Control by
		Virtue of said partnership since the last
		accounting to the parties themselves which
		said accounting was as of May 2. 1934
		Such further equitable relief as to which the
		Pffs may be entitled Bruce & Chaplin
		Solicitors for Pffs
		Now May 5. 1934 served the within Bill in
		Equity on Vern Fox personally by handing to him
		three true and attested copies of the within Writ
		and making known unto him the contents
		thereof. So answers. Clarence K. Ammerman Shff

Contd from Page 103. Jas. H. Allport vs The Chetremon Club

Order of Court: Now Dec 31, 1934 the foregoing return of sale of Jas. H. Allport as Special Master and Schedule of Destribution having been presented and Considered thereupon the said Report of Sale and Schedule of distribution is Confirmed nisi, and if no exceptions thereto are filed within four days, the same shall be Confirmed absolute without further order. The said Jas. H. Allport, as Special Master, is authorized and directed to make, execute, and deliver a deed for the premises to James H. Allport as an individual upon payment of the purchase price, in substantially the form as attached to the report. It is further ordered and decreed that the disbursements made by Jas. H. Allport for Counsel fees and other matters in the performance of his duties, are approved. By the Court. H. Wallace Smith. P.J.

Now Jan 5, 1935 No exceptions being filed Special Masters Report is Confirmed Absolute. W. R. Gallagher, Pro.

Expenditures made by Jas. H. Allport, Trustee from Jan 1, to Aug 29, 1934

3/31	Bell Telephone Co	8.00
"	Penn Central L + P Co	13.76
"	Eagle Cruting Co	6.00
"	Supplies	10.59
"	Labor	16.00
"	Caretaker	300.00
"	Stationery + Postage	6.00
3/31	Sterling Oil Co. Gas Oil	43.55
"	Shaners Garage Repairs	12.35
"	Bell Telephone Co	8.00
"	Penn Central L + P Co	6.52
"	Pro Shop May	24.00
"	Caretaker	100.00
6/30	Penn Central L + P Co	13.58
"	Labor	15.00
"	Caretaker	200.00
7/31	Bell Tel Co	4.10
"	Pro. Shop	24.00
"	Labor	8.50
8/25	Bell Tel Co	8.00
"	Penn Central L + P Co	15.20
"	Sterling Oil Co	24.80
"	Pro Shop	27.25
"	Stationery + Postage	3.50
"	Caretaker	200.00
"	Labor	12.00
"	Cushake Coal Co	67.62
		1178.32

The Chetremon Club

Expenditures made by Jas. H. Allport Trustee to Dec 31, 1934

1933 Dec 31.	Insurance	883.39
	Caretaker	600.00
	Labor. Upkeep. C. H.	149.00
	General repairs	152.75
	Coal	66.82
		1842.96

Expend made by Jas. H. Allport, Trustee from Aug 30 to Dec 11, 1934

10/1	Bell Tel Co	8.00
"	Penn Central L. P. Co	14.18
"	Shaners Gar. Rep.	7.74
"	Caretaker	200.00
"	Pro. Shop	15.00
"	Labor	16.00
11/30	Bell Tel Co	4.00
"	Star Pub Co	21.88
"	V. J. Harvey	3.25
"	Cushake Coal Co	67.20
"	Caretaker	100.00
"	Pro Shop	10.50
12/10	Bell Tel. Co	4.00
"	Penn Central L + P Co	2.00
"	Co. Treas Tax 1932-33	271.54
"	S. M. King Col Tax 1934	111.30
"	Caretaker Dec	100.00
"	Bar. Ins Exc	186.75
"	Stat + Postage	6.00
"	Machinery repairs	190.00
		1339.44

Dec 31, 1934 First + Final account of Jas. H. Allport, Special Master filed and advertised Clfd Progress + Curwensville Herald to be presented to the Court for Confirmation on Monday Feb 4 1935.

First + Final Acct of Jas. H. Allport, Special Master

The accountant charges himself as follows.

Cash Recd from Jas. H. Allport for purchase of property		4500.00
The accountant takes credit with the following disbursements, Credits, etc,		
1934 Dec 31	To Hemboeck Stewart prm. on Bond Sp. Master	20.00
" "	To W. R. Gallagher Bro. Court Costs	40.00
	To Liveright + Smith Counsel fees on fore-Closure proceed. + Representing Special Master	350.00
Oct 1.	To Bell Telephone Co	8.00
"	To Penn Central L + P Co	14.18

Contd to Page 113

May Term 1934

A B Shaw	Joseph Spinelli + Tressa Spinelli	May 7. 1934 Bill of Complaint filed in which your petitioners pray your Honorable Court for relief as follows:- That pending this Bill, the said Anthony
May 7	7	Bellmore and Gertrude Bellmore his wife be specially and on final hearing that the said Anthony Bellmore and Gertrude Bellmore
B and S	Anthony Bellmore + Gertrude Bellmore	his wife be perpetually enjoined from Mortgaging or encumbering said premises and from selling or conveying the same or any part
		thereof to any person other than the Peffs.
Pro	2.50	That the said Anthony Bellmore and
"	.50	Gertrude Bellmore his wife, specifically
"	.50	perform said agreement of sale and that by good and sufficient Deed Convey said premises and every part thereof with Marketable title and free of all encumbrances to the Peffs in fee simple that the said Anthony Bellmore and Gertrude Bellmore, his wife legally sign seal, acknowledge and deliver a Deed to the Peffs in legal form for the Consideration already paid to Defts in accordance with said agreement
		That the Peffs have such further relief as may be appropriate and as may be conformable to Equity. A B Shaw. Solicitor for Peffs
		Now May 7 1934 Service accepted by Copies Bell + Silberblatt. attys for Defts.
		May 10-1934 Rule for Pltf. Bell & Silberblatt atty. appear for defts
		May 25-1934 Preliminary objections filed by D. + S.
		May 24-1934 Service accepted by 3 copies - A B Shaw
		Jan 17 1935 On Argt List for Jan
		May 25. 1935 On June Argt List

Cont'd from Page 111. Jas. H. Allport vs The Chetremon Club No 6 Sept T. 1934

1934		
Oct 1	To Shaners Garage, Rep.	7.79
"	To Dallas Buck, Caretaker	200.00
"	To Pro. Shop	15.00
"	To Labor	16.00
1-30	To Bell Telephone Co	4.00
"	To Star Publishing Co	21.88
"	To V. S. Harvey	3.25
"	To Cushake Coal Co	67.20
"	To Dallas Buck, Caretaker	100.00
"	To Pro. Shop	10.50
Dec 10	To Bell Telephone Co	4.00
"	To Penn Central L & P Co	2.00
"	To Co Treas Tax 1932-33	271.59
"	To S. M. King Col Tax 1934	111.30
"	To Dallas Buck, Caretaker	100.00
"	To Bar. Dus. Exc	186.75
"	To Stationery & Postage	6.00
"	To Machinery repairs	190.00
1933 Dec 31	To Insurance	883.39
"	To Dallas Buck, Caretaker	600.00
"	To Labor, upkeep C.H.	140.00
"	To General Repairs	152.75
"	To Coal	66.82
1934 Mar 31	To Bell Telephone Co	8.00
"	To Penn Central L & P Co.	13.76
"	To Eagle Printing Co.	6.00
"	To Supplies	10.59
"	To Dallas Buck, Caretaker	300.00
"	To Stationery & Postage	6.00
May 31	To Sterling Oil Co. Gas Oil	43.55
"	To Shaners Garage Repairs	12.35
"	To Bell Telephone Co	8.00
"	To Penn Central L & P Co	6.52
1934 May 31	To Pro. Shop May	24.00
"	To Dallas Buck, Caretaker	100.00
June 30	To Penn Central L & P Co	13.58
"	To Labor	15.00
"	To Dallas Buck, Caretaker	200.00
July 31	To Bell Telephone Co	4.10
"	To Pro. Shop	24.00
"	To Labor	8.50
Aug 25	To Bell Telephone Co	8.00
"	To Penn Central L & P Co	15.20
"	To Sterling Oil Co	24.80
"	To Pro Shop	27.25
"	To Stationery & Postage	3.50
"	To Dallas Buck, Caretaker	200.00
"	To Labor	12.00
"	To Cushake Coal Co	67.62
		4770.72
Total Charges		4500.00
Total disbursements, Expenses etc		4770.72
Bal due Jas H Allport		270.72

Jas. H Allport

Feb 4 1935 First & Final account Confirmed Ni Si absolute if no four days if no exceptions are filed By the Court

W Wallace Smith P.J.

Now Feb 9 1935 No exceptions filed Account Confirmed absolute W P Gallagher Pro.

Feb 11 1935 Pet for discharge and order of Court.

Now 11th day of Feb 1935 the foregoing petition presented and considered. And it appearing to the Court that the facts therein stated are true and correct. On Motion of Liveright & Smith, Counsel for said Jas H Allport, Special Master, it is ordered and decreed that Jas H Allport is discharged as Special Master in the foreclosure proceedings of Jas H Allport, Trustee against The Chetremon Club and he and his bondsman the Indemnity Insurance Company of North America are discharged from further obligation in connection with the bond filed for the faithful performance of his duties by said Jas H Allport as Special Master.

By the Court W. Wallace Smith P.J.

May Term 1934

A. B. Shaw	Emma Meyer		May 7 1934 Bill of Complaint wherein Your Oratrix prays as follows:- That the one-half interest in the Chevrolet Sedan now held in the Name of
May 7	8		Louis Meyer be seized for the Maintenance and support of his wife Emma Meyer, your Oratrix and that an order be made
	Louis Meyer		by your Honorable Court creating in her absolute ownership to this Chevrolet Sedan
			in order that license can be obtained
Pro		2.50	from the Dept of Revenue as herein
Pro.		.50	prayed for and as directed by Act of
"		1.00	Assembly July 21 1913 P.L. 867 in such case
		4.00	made and provided That the Pff may have such further relief as may be appropriate

A. B. Shaw Solicitor for Pff

July 28-1934 Petition & Order for Publication
Petition for order to serve by publication
May 14-1934 It is ordered that Bill of complaint be served on said Deft by publication in the manner prescribed by law for six consecutive weeks in one newspaper published in the Co. of Clfd & that in default of appearance within four days after the last publication the bill may be taken pro confesso

W. Wallace Smith P.J.

affidavit of Publication filed.

July 28-1934 By virtue of Rule filed & motion of Pff atty above Bill is taken Pro. Confesso.

Order of Court:- Now Aug 17 A.D. 1934 A Bill of Complaint for desertion and lack of support having been filed By Emma Meyer against Louis Meyer her husband and it appearing to the Court upon affidavit and due proof by publication that the Deft Louis Meyer cannot upon diligent inquiry be found so as to be personally served with process and it further appearing to the Court that all Orders and Decrees made by the Court in this instance have been fully complied with it is ordered and Decreed that Judgment be entered pro confesso in favor of Emma Meyer Pff and against Louis Meyer, Deft and the said Defendant is hereby divested of all right, title and interest in & Certain Chevrolet Sedan Motor #3556806 and Sole ownership may now be Vested in Emma Meyer, as requested by a Bill of Complaint filed by the within named Pff in the Court of Common Pleas of Clearfield County Pa on the 26th day of June A.D. 1934 By the Court

W. Wallace Smith P.J.

Continued from Page 123, Rochester American Insurance Co. vs Daniel S Watkins No 3. Sept. T. 1934

grant the said Admr. permission to pay the same, and that the said Daniel S. Watkins and M. Clementine Watkins be and are hereby enjoined and restrained from disposing of any money, rights or credits of the said Wm R. Ford (or his Estate) in their hands; and the said Daniel S. Watkins, individually, Daniel S. Watkins Admr. of the Estate of Wm R. Ford, and M. Clementine Watkins be and are hereby enjoined and restrained from disposing of any moneys received from holders of policies of fire insurance in the Rochester American Insurance Company or any other Insurance Company or any policies issued by W. R. Ford in his life time, save only payments made by them or any of them to the Rochester American Insurance Company. By the Court. W. Wallace Smith. P.J.

Nov. 8, 1934, Petition of Rochester American Insurance Co. and Order of Court, filed.

And now, Nov. 8, 1934, petition presented, read and considered, it is ordered and decreed:

1. That rule issue on the defendant, Daniel S. Watkins, to show cause why he should not be adjudged guilty of contempt of this Court in violating the decree of this Court in this case, said decree being dated Oct 22, 1934, in that the said Daniel S. Watkins refused to produce the books of account, written data, etc., showing the business and financial transactions of William R. Ford, deceased, at the office of M. Clementine Watkins, in the City of DuBois, on Nov. 8, 1934, at 10:00 o'clock A.M., of which said date the said Daniel S. Watkins had notice, in accordance with said instant decree: and

2. To show cause why he should not be required to reimburse the plaintiff for the costs and expenses to which the plaintiff had been put in attending at the time and place of said meeting fixed for Nov. 8, 1934, at which said meeting said defendant did not appear or produce said books or papers — in an amount to be fixed by this Court. Said rule to show cause returnable Nov 24, 1934, at 9:00 A.M.

3. That the said Daniel S. Watkins, Admr. of the estate of W.R. Ford is hereby required to appear before this Court on Nov. 24, 1934 at 9:00 A.M., and produce before this Court all books of account, day books, journals, ledgers, check books, counterfoils, deposit tickets or slips, record of bank accounts, bank books, cancelled checks, and all other written data showing the business and financial transactions of W. R. Ford, deceased, from and since April 26, 1931; and particularly produce before this Court the records of all policies, together with the register of all Companies represented by W. R. Ford in his life time, since April 26, 1931, namely, Rochester American Ins. Co., Franklin Fire Ins. Co., County Fire Ins. Co., Provident-Washington Ins. Co., Hanover Fire Ins. Co., and any other companies represented by him since that date.

4. That a subpoena duces tucem be issued on M. Clementine Watkins to appear before this Court at said date, and to bring with her the records of all policies issued by her since April 26, 1934, in the Concordia Ins. Co., or any other companies represented by her. Returnable Nov. 24, 1934.

5. That a copy of the petition upon which this decree is based shall be served upon the said Daniel S. Watkins, together with a certified copy of said decree. By the Court,

W. Wallace Smith, P.J.

Contd fr Page 133 – Jas R Allport vs The Chetremon Club – No 6 Sept T 1934

real and personal, now owned by mortgagor as is in said purchasers, deed of trust, and the said defendant and described in said such after-acquired real and personal property mortgage or deed of trust mentioned, to such purchasor or purchasers, his or their successors and assigns.

16. 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 Special Master herein shall thereupon be discharged of the trust in the premises, except as to the distribution of any money in his possession; subject nevertheless, to the condition that the said Special Master may retake and resell the property conveyed or transferred in case the purchaser or purchasers, his or their successors or assigns shall fail to pay the balance of any purchase price remaining unpaid.

17. 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 defendant, dated July 1, 1926, and freed from any claim, right, interest or equity of redemption of, in or to the same by the parties to this suit and their respective successors or assigns, save only as herein expressly excepted.

18. 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 Special Master shall report to the Court the amount of any such deficiency or deficiencies and the plaintiff shall have judgment for and to the use of the said bondholders and others entitled to same, against the Chetremon Club, the defendant, for the amount of such deficiency. The judgment for such deficiency shall be entered by the Prothonotary upon an Order of Court to so enter same.

19. Jas R Allport, herein appointed Special Master, to make sale shall report shall report the results of said sale to the Court on Dec 24, 1934, with schedule of distribution of proceeds of said sale.

20. Said report shall be confirmed nisi upon its presentation and confirmed absolute if no exceptions are filed thereto within four days. Provided, however, that the schedule of distribution and account of the Special Master shall not be confirmed until it is advertised for a period of Three (3) weeks in two newspapers of general circulation published in the County of Clearfield, Penna., and notice has been given to all parties interested at least 15 days prior to the date on which application shall be made to the Court for confirmation thereof. If no exceptions are filed thereto after advertising and notice as herein directed and due proof is made showing compliance with the foregoing requirements, the account shall be examined and confirmed. If exceptions are filed thereto or if issues of facts are to be decided, the case shall be set down on the next equity trial list for the taking of testimony.

21. Jas R Allport, Special Master herein appointed to make sale of the property of the defendant, shall file bond in the sum of $5,000.00 to be approved by the Court, for his faithful compliance with the duties of trust herein imposed upon him.

By the Court,
W. Wallace Smith, P.J.

Oct 26, 1934, Bond in the sum of Five Thousand ($5,000.00) Dollars with Indemnity Insurance Company of North America, of Philadelphia, Penna. as Surety, filed and approved by the Court.

Continued Page 95

Contd from Page 121 Metropolitan Life Ins Co vs J Harold Schultz No 2 Sept T. 1934

the rule in respect to the service upon George R Null Deft. It is Ordered and directed that argument on the rule be heard Monday, Aug. 13, 1934 at 10:00 A.M. before this Court; and that pending argument and disposition of said rule by this Court, all matters raised in this Bill in Equity and the answer thereto and the rules issued thereunder, be and remain in their status quo until further order of this Court; and that Counsel for the Plaintiff hold and retain said moneys until Monday the 13th day of August 1934 when further and final disposition thereof will be made by this Court.

By the Court W. Wallace Smith Pres. Judge

Oct 26, 1934 Opinion and Order filed

Now, Oct 26, 1934 in accordance with the opinion filed herewith the rule to vacate the Order of June 25 1934 directing service upon George R. Null without Clearfield County, and to strike off and set aside the service upon him, is hereby discharged, and the Defendant George R. Null is hereby required to file answer to the averments of the Bill in Equity within twenty days after the date hereof. By the Court W. Wallace Smith Pres. Judge

Feb 20, 1935 Answer of George R Null Deft filed with service accepted by Copy. Reutz & Reutz Attys for Pltff.

Nov. Feb 25 1935 Service accepted. L. L. McCall of Counsel for Geo R. Null.

Mar 16 1935 Answer of George R Null to Petition of J. Harold Schultz filed with service accepted by Copy Mar 15 1935. Bell & Brookbank Attys for J Harold Schultz

March 18, 1935, upon the papers filed an Issue is directed to be framed between the Claimants in which J Harold Shultz, Administrator, shall be Plaintiff and George R Null, defendant; statement of claim to be filed within ten days, and in fifteen days after its service affidavit of defense to be filed. By the Court W Wallace Smith PJ

Now Mar 18 1935 Issue Framed to No 203 May T. 1935 Common Pleas Court Clearfield County, Pa

ajs.

September Term 1934

J.C. Arnold	Howard N. Cassel Recr. of the Clearfield National Bank	May 25 - 1934 Bill of Complaint filed in which petitioner says: One - That the said Elizabeth G. Bigler and Clearfield Trust Co. Admrs. of Estate of A. Wright Bigler and the said Elizabeth G. Bigler individually be compelled to interplead so that their respective claims & demands for the delivery and assignment of said evidences of indebtedness judgments & collateral be determined without further expense to said Receiver.
May 25	1	
	Elizabeth G. Bigler	
W. E. Brown	Elizabeth G. Bigler &	
B. & B.	Clearfield Trust Co. a	
Geo R. Bigler	corp. Admtrs of Estate	
	of A Wright Bigler	
	late of Clearfield Co.	
	Summons Issued	
	CK 722	
	Cro By Plff 6/7/34 2.50	
	" .50	
	" .50	
	" .50	
	" 2.00	
	" 1.00	
	" Sis 1.00	
	9.00	
Nov. 27. 1934	Recd of	
Clearfield	Trust Co 9.00	
being above Costs		
	W. R. Gallagher Pro.	

Two - That Plaintiff be awarded the costs of this proceeding.

Three - That upon the determination, by means of said interpleader of which of the parties defendant is entitled to said evidences of indebtedness, judgments and collateral, that then this Court determine between the Plff & the successful Defts. the exact character & form of assignments or papers transferring said evidences of indebtedness judgments & collateral, & enter a final decree discharging the Plff from any and all liability or responsibility for the subject matter thereof upon the said Plff complying with the terms of said Court's decree & furnishing evidence thereof to this Court.

John C. Arnold Atty for Plff.

Now. May 25 - 1934 Service accepted & Copy Rec'd. Clfd. Trust Co. Adm'r for Elizabeth G. Bigler & Clfd. Trust Co. Admtrs. Est. of A. Wright Bigler. W. E. Brown.

May 29 - 1934 By Copy filed Boulton & Boulton enter apps. for Elizabeth G. Bigler & Clfd. Trust Co. Admtrs Est of A. Wright Bigler dec'd.

June 14. 1934 Service accepted & Copy received Geo. R Bigler Atty for Elizabeth G. Bigler.

June 15 - 1934 By Copy filed Geo. R. Bigler Atty. enters appearance for Elizabeth G. Bigler.

June 18. 1934 Ans. of Elizabeth G. Bigler Deft. filed

June 20 - 1934 Service accepted for Plff by J. C. Arnold.

July 6, 1934, Decree filed

And Now, July 7, 1934, defendants having filed their respective answers to the Plaintiff's Bill, it is agreed between Boulton and Boulton, Attorneys for Elizabeth G. Biglet, and Clearfield Trust Company Administrators, of the Estate of A. Wright Biglet, and George R. Biglet, Attorney for Elizabeth G. Biglet, individually, and John C. Arnold, Attorney for Howard N. Cassel, Receiver, that the Court enter a decree in form following the signatures hereof.

Boulton & Boulton, Attys of Est of A. Wright Biglet.
George R. Biglet, Atty for Elizabeth G. Biglet, Individually.
John C. Arnold, Atty. for Howard N. Cassel, Receiver of the Clearfield National Bank.

Decree:- And Now, July 7, 1934, pursuant to the above agreement of counsel, and it appearing to the Court that from an inspection of the Plaintiff's

Bill and the answers filed by the defendants that the plaintiff is entitled to require said defendants to interplead as to the subject matter of said Bill in Equity; it is, therefore, ordered and decreed:

(1). That the said Elizabeth G. Biglet and Clearfield Trust Company, Admrs. of the Estate of A. Knight Biglet, and the said Elizabeth G. Biglet, individually, be and are hereby required to interplead so that their respective claims and demands for the delivery and assignment of the said evidences of indebtedness, judgments and collateral, of A. Knight Biglet in the hands of said Receiver, be determined; Exhibit "A" of the Plaintiff's Bill in Equity identifying the said direct and indirect liabilities and evidences of indebtedness of A. Knight Biglet to said Clearfield National Bank, in the hands of Howard N. Cassel, Receiver, including the stock assessment levied against A. Knight Biglet, and scheduling the collateral pledged to said liabilities; and paragraphs five and six of the Plaintiff's Bill setting forth certain judgments in the Court of Common Pleas of Clearfield against A. Knight Biglet and in favor of The Clearfield National Bank and/or its Receiver, and paragraphs six and seven of said Bill setting forth certain partial assignments of said judgments; and this Court by final decree to identify the same with greater particularity.

(2). That the issue to be framed for such interpleader shall be framed by Elizabeth G. Biglet and Clearfield Trust Company, Administrators of the Estate of A. Knight Biglet, filing to this number and term a paper in the nature of a Bill in Equity, and by Elizabeth G. Biglet filing an answer thereto in the nature of an answer to a Bill in Equity. The Court being advised that the parties will promptly file said pleadings, no order is made as to the time for filing of the same, but if the same be not filed application can be made to the Court which will decree appropriately.

(3.) Upon the papers being filed in the nature of a Bill in Equity and Answer thereto, the same shall constitute the issues to be tried as an interpleader, and the same shall be tried as an action in equity and subject to all the rules of equity practice of the Supreme Court of Pennsylvania, and said case shall be heard by a Chancellor and without a jury.

(4.) That upon final decree being entered by this Court in said proceeding, directed under paragraphs two and three hereof, the parties plaintiff and defendant therein shall have the same rights of appeal as though said cause were an original proceeding in equity.

(5.) That this Court still retains jurisdiction and control of the original Bill in Equity filed by Howard N. Cassel, Receiver of The Clearfield National Bank, against the Administrators of the Estate of A. Knight Biglet and against Elizabeth G. Biglet, individually, and upon the judgment in said interpleader issue being finally determined, this Court will assign the principal Bill for argument as to the form of decree, and issue Ni Si and final decree as may thereupon be determined, in said decree identifying particularly the character, and form of any assignments or papers directed to be executed and delivered by said Receiver to any or all of the interpleading defendants, and discharging the plaintiff, Howard N. Cassel, Receiver, from any and all liability or responsibility for the subject matter thereof, and awarding the plaintiffs such costs and attorney fees as may be deemed proper, and decreeing such other matters as may be pertinent, with right of appeal by parties affected. By the Court, W. Wallace Smith, P. J.

July 16 - 1934 - Interpleading bill in Equity filed with Elizabeth G. Biglet & Clearfield Trust Co. a corp. admtrs of the Est of A Knight Biglet dec'd vs Geo. & Elizabeth G Biglet as Deft. Praying that:—

① That Howard N. Cassel Rec. of Clearfield National Bank, Clearfield Co. be by decree in this case required to assign and deliver

Continued On Page 124

September Term 1934

P. & P.	Metropolitan Life Insurance Company a corporation		June 26, 1934, Bill of Complaint filed. Wherefore, the Plaintiff respectfully prays your honorable Court to grant it equitable relief as follows; 1. That your honorable Court make an order
	2		permitting and directing the plaintiff to pay into the hands of the Court the amount due from the two said policies, to wit: the sum of
Bell & Brockbank	J. Harold Schultz, Admr. Est. of Habda Dahrouge and		Four Hundred Forty ($440.00) Dollars, and that upon payment of said sum into the hands of the Court,
L. D. McCool & Clement Simon	George R. Null		that the plaintiff be relieved from any further liability on the two said policies to any person or persons whatsoever and that all claimants to
	Pro By atty	3.00	the proceeds of the said policies be relegated to
	L. W. Riley	4.70	and required to make their claim or demand
	Pro	6.0	in and to the said funds in the hands of
	Pro	50	your honorable Court, and that the plaintiff be
	"	50	discharged from any further liability thereto and
	"	50	from any suits or proceedings at law in respect thereto.
	"	50	2. That the said J. Harold Schultz, Administrator
Feb 27-34	"	50	of the Estate of Habda Dahrouge, be enjoined and
	"	50	restrained from proceeding with the action of
		50	assumpsit heretofore brought by him to No. 319
		11.70	May Term, 1934, in the Court of Common Pleas of
			Clearfield County and from bringing any other action
			or actions of any kind or character in the Courts
			of Clearfield County or the Courts of any other County
			in the Commonwealth of Pennsylvania, or in
			the State of New York.
			3. That the said George R. Null be enjoined
			and restrained from proceeding with his action
			brought to No. 9 August Term 1934, in the Court of
			Common Pleas of the County of Jefferson and from
			bringing any other action or actions of any kind
			or character in any of the Courts of Jefferson County
			or in any other County in the State of Pennsylvania
			or the State of New York.
			4. That by reason of J. Harold Schultz,
			Administrator, bringing his action first in the
			Court of Common Pleas of Jefferson County, that
			the said George R. Null be directed and ordered
			to appear and enter in this proceeding and
			interplead with the said J. Harold Schultz,
			Administrator, to determine between the two, to
			whom the proceeds of the said Industrial Life
			Insurance Policies may belong.
			5. That any other person or persons
			whatsoever claiming to or demanding the proceeds
			of said insurance policies, or any portion thereof,
			be ordered and directed to enter into this pro-
			ceeding as a party thereto and to interplead
			with the said J. Harold Schultz, Administrator,
			to determine to whom the proceeds of said
			policies may belong.
			6. That the plaintiff be reimbursed

Mar 18 1935 Issue Framed to No. 203 May T. 1935 Costs Carried forward.

for all reasonable attorney fees incurred herein and that the costs of this and the other proceedings be paid out of said fund, or by the parties interpleading, as the Court may direct.

7. Such other and further equitable relief to which the plaintiff may be entitled to in the premises. Pentz and Pentz, attys for Plaintiff.

June 26, 1934 Petition and Order of Court filed.

Now, June 26, 1934 the foregoing petition having been duly read and considered and it appearing to the Court that it has jurisdiction of the subject matter and one of the subjects therein named, it is therefore ordered and Decreed, that three copies of the said Bill in Equity be served upon the said George R. Null in the County of Jefferson, State of Pennsylvania, or wheresoever he may be found, as fully and effectually as if the same had been made within the jurisdiction of this Court, provided that there be served upon the said George R. Null the three copies of the said Bill in Equity as provided by the laws of the Supreme Courts in Equity proceedings, together with a copy of the foregoing Petition and this Order, and such service to be made within ten (10) days from the date hereof and return of said service made in this Court within five (5) days after said service. By the Court, W. Wallace Smith, P. J.

June 29, 1934 return of service filed. Now June 28, 1934 served the Bill in Equity, Petition and Order of Court on Geo. R. Null by handing three true and correct copies of said Bill in Equity and a true and correct copy of the petition for service and order of Court thereon, personally to the said Geo. R. Null in the Boro. of Lykesville, County of Jefferson Pa and served the said Bill in Equity on J. Harold Schultz by handing to him personally three true and correct copies of said Bill in Equity on the 27th day of June A.D. 1934. L. H. Smiley Constable.

July 12, 1934 By paper filed Bell & Brockbank attys enter their appearance for J. Harold Schultz, Admr. Est of Habda Dabrouge.

July 13, 1934 Pet to vacate Order filed.

Order:- And Now 12th day of July A.D. 1934 Foregoing Petition Considered and upon Motion of L. D. McCall & Clemens Simon Attys for Petr. Rule is issued upon the Metropolitan Life Insurance Company to show Cause why the Order of Court dated the 25th day of June A.D. 1934 directing service to be made on George R. Null without the territorial limits of Clearfield County should not be vacated: And, further, to show cause why the service of the Bill in Equity herein, together with the Order of Court with respect to the service thereof be not struck from the record: and, further, to show cause why the service of the Bill, with notice to George R. Null endorsed thereon to appear and answer be not set aside. Said Rule Ret. Fresh Monday August next. By the Court. W. Wallace Smith P.J.

July 20, 1934 Service accepted by Copy. Pentz & Pentz Atty for Defts. and Bell & Brockbank attys for J. Harold Schultz admr.

July 27, 1934 Answer of J. Harold Schultz Admr. filed with service accepted by Copies July 25, 1934 Pentz & Pentz attys for Libellant.

Aug 6, 1934 Pet. to amend prayer for relief.

Now Aug 6, 1934 Amendment allowed By the Court W. Wallace Smith P.J.

Now Aug 6, 1934 Service accepted by Copy, Bell & Brockbank, attys for Defts. and Aug 13, 1934 service accepted by L. D. McCall of Counsel for Null

Order of Court:- Now Aug 6, 1934 Return Day for rule to show Cause Why service upon George R. Null, one of above Defts should not be set aside, & Pentz & Pentz, appearing on behalf of the Defts. Offering to pay into Court the sum of Money involved herein, to wit Four Hundred Forty and 95/100 ($440.95) Dollars, and rule having disposed of

Contd. Page 117

September Term 1934

A. & C.	Rochester American Insurance Company, a corporation 3	July 13, 1934, Bill in Equity filed. Wherefore, the plaintiff needs equitable relief and prays: (1) That the books of account, ledgers, check books, counterfoils, deposit tickets, bank accounts and the ledger accounts therein, cancelled checks and all other data showing the business and financial transactions of William R. Ford, decd., be made available for the examination of the plaintiff through its agent or attorney, at such times and places as the Court may deem proper; and that the defendants be required to fully disclose and submit all such papers and data to the plaintiff and its agents. (2) That the defendants, Daniel S. Watkins, Administrator of the Estate of William R. Ford, Daniel S. Watkins, individually, and M. Clementine Watkins, be required by answer under oath to declare and state what sums have been received by them or any of them from premiums on the policies of fire insurance listed in paragraph seven hereof in the Rochester American Insurance Company, whether the same was received before or since the death of William R. Ford. (3) That an injunction issue preliminary now, and thereafter to be continued for such times as the Court may deem proper, enjoining and restraining the said Daniel S. Watkins, Administrator of the Estate of William R. Ford, from paying out to any person or persons any of the funds coming into his hands as such administrator, except only after account filed and upon order of the Orphans' Court of Clearfield County; and that the said Daniel S. Watkins and M. Clementine Watkins be enjoined and restrained from in anywise disposing of any money, rights or credits of the Estate of William R. Ford in their hands, and that all the defendants including Daniel S. Watkins as Administrator of the Estate of William R. Ford be enjoined and restrained from disposing of any monies received from holders of policies of fire insurance in the Rochester American Insurance Company listed in paragraph seven hereof, save only payments made by them or any of them to said Rochester American Insurance Company. Arnold and Chaplin, Attys. for Plaintiff.
Bell & Brockbank	Daniel S. Watkins, Admr. of the Estate of Wm R. Ford, Daniel S. Watkins, individually and M. Clementine Watkins	
Pro	2.50	
"	1.75	
Pro	.50	
Shff. Ammerman	10.90	
Pro	1.00	
		July 13, 1934, Injunction Affidavits of Robert S. Glass and J. G. Niederlitz filed.
		Order of Court: And Now, July 13, 1934, the above cause having been heard on bill and affidavits, on motion of the plaintiff, it is ordered and decreed that a preliminary injunction issue upon security being given in the sum of One Hundred ($100.00) Dollars, and that Daniel S. Watkins,

Administrator of the Estate of William R. Ford, be and is hereby enjoined and restrained from paying out to any person or persons any of the funds coming into his hands as such administrator, except only after account filed and upon order of the Orphans' Court of Clearfield County, Pennsylvania; and that the said Daniel S. Watkins and M. Clementine Watkins, be enjoined and restrained from in anywise disposing of any money, rights or credits of the Estate of William R. Ford; and that the said Daniel S. Watkins, Administrator of the Estate of William R. Ford, Daniel S. Watkins, individually, and M. Clementine Watkins, be enjoined and restrained from disposing of any monies received from holders of policies of fire insurance in the Rochester American Insurance Company listed in the seventh paragraph in the Bill in Equity filed in this case, save only payments made by them or any of them to said Rochester American Insurance Company.

This injunction to be dissolved unless a motion be made to continue the same on the 18th day of July, 1934. By the Court,

H. Wallace Smith, P.J.

July 13, 1934, Injunction issued to the Sheriff.

July 13, 1934, Bond in the sum of $100.00 (One Hundred Dollars) with Great American Indemnity Company of New York City, Surety, filed and approved. By the Court, H. Wallace Smith, P.J.

July 19. 1934 By paper filed Bell & Brockbank attys enter their appearance for Daniel S. Watkins Admr of Wm R. Ford Est and Daniel S. Watkins individually and M. Clementine Watkins defts

July 30. 1934 Defts ans with service for Reff July 30. 1934 Arnold & Chaplin attys for Reff.

July 14, 1934, Served the within writ of injunction upon Daniel S. Watkins Administrator of the Estate of William R. Ford, Daniel S. Watkins, individually and M. Clementine Watkins, together with Bill in Equity, by handing to Daniel S. Watkins, Administrator of the Estate of William R. Ford Daniel S. Watkins, Individually and M. Clementine Watkins, personally a true and attested copy of the Original writ of Injunction and three certified copies of the Bill in Equity, and making known unto each of them the contents thereof. So ans. Clarence H. Ammerman, Sheriff

Aug 17 1934 Answer of Reff to New Matter filed service accepted

Aug 28. 1934 by copy Bell & Brockbank atty

And Now Oct 22. 1934 this matter was heard before the Court at Bar by agreement of Counsel to be considered on Bill and Answer and as if said Answer raised preliminary questions of law as to the rights of the Plaintiff to the relief sought. The Court being of the opinion that the Reff is entitled to the relief sought to the extent indicated in the decree, the Court directs, Orders and Decrees as follows:-

1. That the administrator produce for examination by the Reff all Books of Account, Ledgers, Check Books, Counterfoils, Deposit Tickets, Bank accounts and Ledger Accounts, Cancelled Checks and all other written data showing the business and financial transactions of W. R. Ford, deceased, said writings etc, to be produced at the office of M. Clementine Watkins in the City of Du Bois, at a date selected by the Reff, of which time deft shall receive ten days written Notice. The Reff to be permitted to examine said books and papers by itself, its agent or Attorney.

2. Counsel for deft agreeing thereto, permanent Injunction is hereby issued, enjoining and restraining said Daniel S. Watkins, Administrator of the Estate of Wm R. Ford from paying out to any person or persons any of the funds coming into his hands as Admr. of the Estate of Wm R. Ford, except and until after account filed by him as said Admr. in the Orphans Court of Clearfield County, and except and until the Orphans Court of Clearfield County shall

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Continued from Page 119 - Howard N Cassel etal vs Elizabeth G Biglet
No 1 Sept Term 1934

to Elizabeth G. Biglet & Clearfield Trust Company, admstrs. of A Wright Biglet, deed all of the obligations and accompanying collateral as set forth in Exhibit "A" attached to this Bill of Complaint and which is a duplicate of Exhibit "A" attached to the Bill of Howard N. Cassel, Receiver for inter pleader.

2 - That Elizabeth G. Biglet the defft. be by decree barred from asserting any claim for delivery assignment or accounting against or from either Howard N. Cassel, Recr of Cfld Natl Bank of Cfld Co or Elizabeth G. Biglet & Cfld Trust Co Admtrs of A Wright Biglet deed for any of the obligations and securities set forth in Exhibit "A" of this Bill of Complaint.

3 - Such other & further relief as the equity and justice of the case may require. Harry Boulton, Harold G Boulton Attys for Applts

July 16 - 1934 Answer of Elizabeth G Biglet to Bill of Complaint filed by Henry R Bigler Atty

Oct. 4, 1934, Opinion and Decree filed

Now, Oct. 4, 1934, in accordance with opinion filed herewith, it is ordered, adjudged and decreed:

1. That Howard N. Cassel, Receiver of the Clearfield National Bank, Clearfield, Pa., be and is hereby required to assign and deliver to Elizabeth G. Biglet and the Clearfield Trust Company, Administrators of A. Wright Biglet, all of the obligations and accompanying collateral referred to in Exhibit "A" of the Bill of Complaint, consisting of the following items:

Collateral pledged Prior to Suspension of Bank

11 shares capital stock of the County National Bank
33 shares Clearfield Water Company
95 shares Clearfield Water Company
100 shares Harbison-Walker Refractories Co. - common
90 shares Anaconda Copper Mining Co.
23 shares capital stock of the County National Bank

Collateral Pledged after Suspension of Bank

24 shares Potter, Bigler & Potter, Inc.
20 shares Walnut Run Coal Co.
2 $100 gold bonds of the Clearfield Park Association
2 shares capital stock of the Clearfield Park Assn.
2 $100 gold bonds of the Clearfield Park Assn.
2 shares capital stock of Clearfield Park Assn.
2 $500 bonds of the Clearfield-Curwensville Country Club
66 2/3 shares Superior Oil Corp.
300 shares Wilson Petroleum Company
29 shares Moshannon Gas & Oil Company
300 shares Clearfield Colliery Company
60 shares A. W. Biglet Coal Co.
6 shares International Educational Publishing Co.
4 $500 bonds of the Clearfield Park Grandstand

Judgment No. 317 December Term, 1932, principal amount $5,000.00
Judgment No. 377 September Term, 1933, principal amount 2,200.00

2. That Elizabeth G. Biglet, the respondent in this proceeding, be and she is hereby forever barred from asserting any claim for delivery, assignment or accounting against and from either Howard N. Cassel, Receiver of the Clearfield National Bank of Clearfield, Pa., or Elizabeth G. Biglet and the Clearfield Trust Co., Administrators of A. Wright Biglet, deceased, for any of the obligations, securities or other items referred to in paragraph (1) hereof.

3. This decree shall be entered nisi in accordance with Equity Rule 68, shall be subject to exceptions in accordance with Rule 69, to be passed upon in accordance with the provisions of the equity rules, or if no exceptions shall be filed within ten days after its entry, shall become final.
By the Court, W. Wallace Smith, P.J.

Oct 9, 1934 Exceptions to Conclusions of Law and Decree Nisi

Now, Oct 15, 1934 Service of Exceptions accepted. Bouton & Bouton, Attys for Administrators.

Nov. 27 - 1934 By Copy filed exceptions filed in behalf of Elizabeth G. Bigler and withdrawn and consent is hereby given that the Recvr. of the Clearfield National Bank shall turn over to the Clearfield Trust Company and Elizabeth G. Bigler Admrs. of Est of A. W. Bigler, the notes and securities now held by said Bank, as directed by said decree of the Court and the Court is authorized to enter a final decree in this case in accordance with the decree nisi. Geo R. Bigler, Atty for Elizabeth G. Bigler and Elizabeth G. Bigler.

Nov 27 1934 Final Decree entered as per Above Order of Court.
W. R. Gallagher, Prothy.

September Term 1934

Bell & Brockbank	Robert Cook, James H McMillen & Percy R. Brubaker Trustees for and in behalf of the Patriotic Order of Sons of America Camp Number 269 Du Bois Penna	Bill of Complaint filed Aug 9. 1934 3 copies certified to Sheriff together with order of Court as to date for hearing Praying that your Honorable Court make an order directing that such notice be given as your Honorable Court shall deem right and proper for the presentation of this Bill and of the time set for hearing thereon That after hearing your Honorable Court to order and decree that the title to said Camp No. 469 at Rockton, Pa passed with the Consolidation or Merger of said lodge to and into Camp No 269 of the Patriotic Order of the Sons of America at Du Bois Pa And following said hearing the title to said real estate be declared by your Honorable Court to be vested in Robert Cook James H McMillen and Percy R. Brubaker their successors and assigns as Trustees for and in behalf of Camp Number 269 of the Patriotic Order Sons of America at Du Bois Pa That such other and further equitable relief as your Honorable Court may feel that your Petts are entitled to in the proceeding. Bell & Brockbank Attys for Petts
Aug 9.	4	
Patriotic Order Sons of America U S A Camp #469 Rockton. Penna		
Pro.	2.50	
Shff	1.00	
Pro	1.00	
	4.50	
Dec 21, 1934 Attys Costs	Rec of Bell & Brockbank as taxed W R Gallagher Pro	

Sept. 4, 1934, Order of Court filed.

Now, September 1, 1934, the within case having come on to hearing, and it appearing that the Bill of Complaint filed in this case praying for reformation of a certain deed dated the 24th day of April, 1930, to Camp 469 of the Patriotic Order of Sons of America located at Rackton, Penna for the following described property:

All that certain part of lot number 27 on piece of ground situated and lying in the Village of Rackton in Clearfield County, Penna., bounded and described as follows, to wit: Beginning at a post at Main Street; thence north 170 feet by Street or alley; thence west 30 feet; thence south 170 feet; thence east 30 feet to place of beginning. Being part of lot number 27 on the plan of said Village of Rockton

was filed and executed by those who were officers and trustees of the Rackton Camp prior to its merger with the Du Bois Camp, and the testimony of the trustees of the Du Bois Camp being to the effect that Camp 469 at Rackton was merged with Camp 269 at Du Bois, and that it is the desire and intent of all parties hereto that the title to the property hereto fore described be and vest in Camp 269 of the

Patriotic Order of Sons of America of Du Bois; and, it further appearing, in accordance with order of this Court, dated the 9th day of August, 1934, notice of the presentation of this Bill, and a hearing thereon was advertised once a week for three successive weeks in the Du Bois Courier, a newspaper of general circulation in the City of Du Bois and vicinity; and, it further appearing that no one appeared in opposition, nor filed a protest against the granting of said petition, but apparently all parties having an interest in the same are in favor thereof, it is hereby ordered and decreed that title to the property above described be and is hereby decreed to be vested in Robert Cook James G. McMillen and Percy R. Baubaker Trustees of Camp 269 of the Patriotic Order of Sons of America at Du Bois, Pennsylvania, their successors or assigns.

It is further ordered that Camp 269 of Du Bois, Pennsylvania, the petitioner in this proceeding, pay the record costs to this number and term. By the Court, W. Wallace Smith, P.J.

Sept. 14 1934 Testimony taken at hearing before Judge Smith Sept 1 1934 Lodged.

September Term 1934

N.F. Womer	Edward Eiler Lumber Company	Bill of Complaint Filed August 21-1934 Praying that
		First — That the deeds of conveyance between Henry Thomasky et al to Mildred DeWalt, defendant, and of L.J. DeWalt to Mildred M. DeWalt as referred to in this Bill of Complaint be declared fraudulent and void as against your orator and the same be ~~Sets~~ revoked and annulled.
Aug. 21	"	
a. + c.	Mildred M. DeWalt	
	Sov. 2.50	
	" .50	Second — That the lands + property in said deeds described be declared and decreed to be subject to the lien + payment of the indebtedness of L J DeWalt to your orator with lawful interest thereon.
	" 50	
P E Nelson sub	3.75	
Deft Mot Biel	3.74	
Pro	50	
	1.00	Third — That unless the defendant pays the indebtedness determined to be due your orator within a time to be fixed by this Court, the said real estate be sold by a trustee to be appointed by the Court for that purpose and the proceeds of said sale applied to the payment of the indebtedness due your orator and the costs of this proceeding.
11/25/35 St + B Patty	12.49	
		Fourth:- That the said Mildred M. DeWalt be required to account for the rents and profits issuing out of said real estate and to hold and apply the same as this Honorable Court may by its decree direct
		Fifth — That the said defendant be enjoined from making any further conveyance of said property until after the disposition of this proceeding.
		Sixth — That the Court may grant such other and further relief as your orator's case may require and as to the Court may seem fit + proper.
		Edward Eiler Lumber Company
		By William Stirling - Vice Pres.
		Aug. 20-1934 Service accepted + appearance entered for defendant Arnold + Chaplin.
		Aug 29. 1934 Preliminary Objections with Service accepted
		Aug 29. 1934 N. F Womer Atty for Pltff
		Nov 2. 1934 Opinion and Decree filed
		Now Nov 2 1934 for the reasons set forth in the foregoing Opinion the Preliminary objections are dismissed and the Deft is required to file an answer to the Bill within fifteen days after the filing hereof. By the Court. W. Wallace Smith Pres Judge
		Nov 27. 1934 Defts Answer filed by Arnold & Chaplin Atty's
		Nov. 28. 1934 Service accepted of Defts answer to foregoing bill. N. F Womer Atty for Pltff
Order of Court		- Now Jan 23. 1935, after hearing the Complainants proofs and the Defendant having moved for dismissal of the Bill in Confirmation of the action verbally taken by the Court on the date of hearing the Bill in Equity is dismissed for the reasons set forth in defendants motion; this decree of dismissal to be entered in accordance with Equity Rule 66 and further proceedings herein to be in accordance with the rules of equity practice; Costs to be paid by the Complainant. By the Court W. Wallace Smith P.J

Nov. Jan 24 1935 Decree of Dismissal entered
W. R. Gallagher Pro
Jan 25, 1935 Notice of entry of decree given to Counsel of record

September Term, 1934

Liveright & Smith	James H. Allport, Trustee	August 30, 1934, Bill of Complaint with Exhibit "A" attached, filed. 3 Copies certified to Sheriff. Wherefore, complainant needs equitable relief and prays as follows:
	6	1. That the defendant be required to make answer to all the matters herein set forth.
	The Chetremon Club	2. That it be ordered, adjudged and decreed that the defendant, The Chetremon Club, has made default in the performance of its covenants contained in said mortgage to complainant as trustee both in respect of the bonds secured thereby and the interest thereon, and in respect of its other obligations referred to in the foregoing bill of equity, and that the complainant has duly, regularly, legally, and in accordance with the terms and provisions of said mortgage declared the whole amount of the bonds outstanding thereunder to be due, owing and unpaid, and that the whole amount of said bonds has become and now is due, owing and unpaid.
	Pros Cd. 2.50	
	Shff Ammerman 12.10	
	Shff " 11.10	
	Pro .50	
	" 10.00	
	" 2.50	
	" Adv acct CRs 757/758 7.00	
	" Order Oct 22 3.00	
	" Pro acct 1.00	
	$49.70	
Jan 5. 1935 Recd Ck of Jas H. Allport Trustee sum of 40.00 on acct W. R. Gallagher Pro.		3. The amount of the bonds outstanding and unpaid under said mortgage 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 hereunder; that the nature and amount of any other liens or encumbrances against the property covered by said mortgage be ascertained and determined.
Jan. 8 1935 Rec of Liveright & Smith attys 7.20 Bal due W. R. Gallagher Pro		4. That in default of the payment of the sums so found to be due upon said bonds outstanding and secured by said mortgage and other disbursements of the trustee within a time fixed by a decree of this court, it may be decreed that the defendant and all other persons claiming under the defendant any interest in said mortgaged premises aforesaid be absolutely barred and foreclosed of and from all rights of equity of redemption of, in, and to said mortgaged property and every party thereof; that a sale of the whole of said mortgaged property be ordered to be held by the trustee under said mortgage, or such other person as the court shall appoint; that the proceeds resulting from such sale when made may be applied to the costs and expenses of this suit, to the compensation and disbursement of the plaintiff as trustee in the execution of his trust, and to the amount due upon the bonds outstanding and secured by said mortgage and interest due on said coupons, and the balance of said money, if any, be distributed by the Court.
		5. That the defendant may be adjudged, ordered and directed to pay to the plaintiff all the money which remains due at

payable on said bonds and interest secured under the said mortgage after the application towards the payment of said bonds and interest of the proceeds resulting from said sale; that the defendant be ordered and directed to pay the complainant the sums he has disbursed as trustee in the performance of his duties under said trust or in protecting the mortgaged property; that the defendant, The Chetremon Club, be required and directed to join, if necessary or desirable in making such bill of sale, deed, or other assurances as may be necessary in law to vest in the purchaser a good and sufficient title to the property of the defendant covered by said mortgage when sold hereunder.

Complainant may have such further like or different relief in the premises as the court may deem just or the exigencies of this case may require, and he will ever pray, etc.

James H. Allport, Trustee

Sept 16. 1934 Ordered on Oct argt list by Liveright & Smith atty

Now. Aug 31, 1934 served the within Bill in Equity on W. C. Brown President of said Club by handing to him personally 3 certified copies of the Original and making known unto him the Contents thereof. Served Ellis Beck, the person in charge of the Chetremon Club by handing to him personally 3 certified copies of the Original Bill in Equity and making known unto him the contents thereof

So. ans Clarence H. Ammerman. Shff.

Oct 20. 1934 By Praecipe filed an Order is enter that the Bill in the above stated Case be taken pro Confesso for want of an appearance or answer. Liveright & Smith. Attys for Pff

Decree Pro. Confesso:- Now this 22nd day Oct 1934 this Cause coming on to be heard, and it appearing to the Court that the Bill of Complaint has been duly served and that the time for the appearance by the Deft has fully expired and that no appearance has been entered, on Motion of Counsel for Pff it is decreed that the Bill of Complaint be and the same is hereby taken as Confessed by the deft. It is further ordered and decreed as follows:-

The amount due for Interest and the amount due for the principal of the bonds secured by said Mortgage or Deed of Trust which is recorded in the office for recording of deeds and mortgages in and for Clearfield County Pa in Mortgage Book No 85 Page 27 et seq is as follows:-

Principal	$38.300.00
Int due ~~from~~ to July 1. 1934	13.974.00
Int due from July 1, 1934 to Oct 1. 1934	574.50
Principal and Int due as of Oct 1. 1934	42.848.50

2. The amount due Jas. H. Allport as Trustee under said Mortgage or Deed of trust for disbursements made by him is as follows:-

Insurance	883.39
Caretaker	600.00
Labor, upkeep of Club house	140.00
General repairs	152.75
Coal	66.82
	$1842.96

and that there are also taxes due and owing for the year 1932-33 in the sum of $242.00, or a total in the sum of $2,084.96

3. The defendant, The Chetremon Club, shall pay within ten (10) days after the entry of the Decree, or cause to be paid unto the Clerk of this Court for the use and benefit of holders of the said Bonds secured by said deed of trust or mortgage, the sum of $42,848.50 with Interest from Oct 1. 1934, to the date of payment, and to pay to James H. Allport,

Contd to Page 132-133-116-95-103-111-113

trustee under the terms of said Motgage for disbursements made by him, the sum of 2.084.96 with Interest, and also pay to said Jas H. Reeport trustee, all taxes and expenses he has incurred other than herein outlined, together with an amount sufficient to pay all expenses of this action and disbursements by the trustee, including Counsel fees. If the above payment shall be made, the defendant or any of the parties interested hereunder may apply to this Court for such further direction as may be just and equitable.

4. On default of such payment thereof within the time directed in Paragph. No 3. hereof, the franchises, rights and privileges the property real and personal, now owned by 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 mentioned, shall be sold as hereinafter directed, and all the right, title, Interest and equity of redemption of the Defts and of the Pltff 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 propety, and every part thereof, shall be forever barred and foreclosed

X 5. Such sale shall be made without valuation, appraisement redemption or extension, and shall be made by and under the direction of Jas H. Reeport, of Barnesboro, Pa, who is appointed Special Master for that purpose and who 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 property, real and personal, now owned by the said defendant, 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 mentioned; provided that an order shall be made by this Court Confirming such sale upon payment or settlement of the purchase price bid.

X 6. Said sale shall be held at the Clubhouse of the Deft The Chetremon Club in Burnside Township Clearfield County, Pa. at 2 o'Clock, P.M. on Tuesday Dec 11, 1934 unless the date of sale is Changed upon further order of this Court,

7. A Notice of the time, place and terms of said Sale, describing the property to be sold and referring to this decree shall be published once a week for four successive weeks in the Barnesboro Star, a newspaper published in the Borough of Barnesboro, Cambria County, Pa which newspaper is a weekly newspaper of general Circulation in northern Cambria County, and said Sale shall be also advertised by at least 12 posters or handbills, which notices shall contain the matters herein specified and at least one of said notices shall be posted in a conspicious place on the Clubhouse of defendant.

8. The said Trustee may ~~be~~ at his 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.

9 The Mortgaged premises rights and privileged and all the property, real and personal, now owned by the said deft. 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 mentioned, shall be offered for sale in one lot or parcel.

10. 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.

11. The trustee, or any holder of bonds secured by the aforesaid mortgage, or any party to the cause or any creditor of the trustee or of the defendant, may bid at the sale, and, if a successful bidder may purchase in his, its, or their own right the property covered by said mortgage or deed of trust.

12. Any successful bidder may assign, transfer, or set over his bid, in whole or in part and on any part of his right or interest under this decree.

13. Any purchaser for the purpose of making a settlement of payment for the property purchased, shall be entitled to use and apply any bonds and any matured or unmatured and unpaid coupons hereby secured, by presenting such bonds or coupons in order that they may be credited thereon the sums applicable to the payment thereof out of the net proceeds of said sale, as his ratable share of such net proceeds, after making any deductions which may be made from the proceeds of the sale for costs, expenses, compensation, and other charges; and thereupon such purchaser shall be credited on account of such purchaser price payable by him, with sums applicable out of such net proceeds to the payment of and credit on the bonds and coupons so presented.

14 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 Special Master for making the sale, the payment of all charges, compensation, allowances and disbursements of the plaintiff, and his solicitor and counsel, and all proper allowances, compensations and disbursements. All payments made under this subdivision shall be hereafter determined, fixed, allowed and taxed by this 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 the 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, or 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 the foregoing payments there shall be any surplus, the same shall be paid to the said Chetremon Club, the mortgagor and defendant herein.

15. 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 provision for the payment thereof as the Court may approve, the Special Master making the sale, shall execute a deed or deeds or other proper instruments, conveying or transferring the franchises, rights and privileges and all the property,

Continued on Page 116.

December Term 1934

Liveright & Smith E.T. Kelley	William Douden I	Sept 5, 1934 Bill of Complaint filed Wherefore, your orator needing equitable relief, prays; 1. That the said Clearfield Aerie No. 812 Fraternal Order of Eagles, may, upon the oath of its officers who have knowledge of the facts in said suit, make full, true and perfect answer to all and singular the premises, and that as fully and particularly as if it were specifically interrogated thereto, and that it may in like manner answer the interrogatories filed herewith. 2. 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 stayed. 3. That the Court may grant such other and further relief as your orator's case may require and as the Court may deem proper. Edward T. Kelley Liveright & Smith
W. A. Ramey W. C. Chase	Clearfield Aerie No. 812 Fraternal Order of Eagles Pro 2.50	Sept 5, 1934, Interrogatories filed Now, Sept 4, 1934, service of the within Bill of Discovery and the Interrogatories propounded to John P. Smith pursuant thereto, accepted, by copy; issuance of rule and time waived, and it is agreed that John P. Smith shall file their answers to said Interrogatories on or before September 7, 1934. W. Albert Ramey William C. Chase

Cont'd. from Page 57 — No. 7 Sept T. 1932 - Jean Snyder Croon et al vs. John Snyder et al

July 3, 1933, Supplemental Master's Report filed.

Carl A. Belin, the Master appointed by your said Court on Oct. 17, 1932, to make a partition of the real estate in the Plaintiff's Bill described, respectfully reports that he made a report of the same and fixed the valuation of the said property, the same being divided into two purparts, with a valuation placed on each purpart, which report was duly confirmed by your said Court Ni Si on December 5, 1932 and confirmed absolutely on Dec. 19, 1932, there being no exceptions filed to the same.

That on June 5, 1933, a rule was granted by said Court on all parties interested in said case to come into Court on the First Monday of July, July 3, at 10 o'clock in the forenoon, then and there to accept or refuse the land at the valuation or appraisement reported by the Master.

That at said time and place L. D. McCall appeared as Attorney, but there were no sealed bids presented to the Court. Carl A. Belin, Master

Dec 3 1935 Suggestion of death filed: The Petition of Jean Snyder Croon and Frank Croon her husband, in the right of the said Jean Snyder Croon Elizabeth Snyder Burnfield and Samuel Burnfield her husband, in the right of the said Elizabeth Burnfield: Bernard Snyder, and Ethel Snyder, his wife, in the right of the said Bernard Snyder: Rhoda Snyder Pearl and Abraham Pearl, her husband, in the right of the said Rhoda Snyder Pearl; and Benjamin Snyder, a single person, by and through their attorney-in-fact, Frances Fugler, respectfully shows:

That John Snyder, the deft. in the above entitled cause, having first made his last Will and Testament dated the 30th day of Sept 1932, departed this life in the City of Pittsburgh, Allegheny County, on the 16th day of July A. D. 1933,

That the last Will and Testament has been duly proved and now remains of record in the office of the Register of Wills of Allegheny County, Pa. and a certified copy of said last Will and Testament and probate thereto annexed has been duly filed in the office of the Register of Wills in and for Clearfield County, for the purpose of enrollment upon the records thereof.

That a copy of said Will is hereby attached and made a part hereof.

That the said John Snyder appointed his son, Robert R. Snyder, of the City of Pittsburgh and the Union Banking and Trust Co. of DuBois, Pa. as his Executors, but the said Union Banking and Trust Co. of DuBois, Pa. by paper filed dated the 18th day of Sept. 1933, renounced its rights to Letters Testamentary and in pursuance thereof Letters Testamentary duly issued to Robert R. Snyder who duly qualified and is now acting.

That as appears by said Will, the said Testator appointed Robert R. Snyder and Lena Balch as testamentary guardians of his minor Children, Samuel Snyder and Paul Snyder who reside in Allegheny County, Pa.

That the lands affected by the above entitled cause were given by said will to Leonard Snyder, Robert R. Snyder, Samuel Snyder and Paul Snyder, all Children of the said John Snyder, deceased.

Wherefore, your petitioners pray that this Suggestion of Death of John Snyder, be entered of record and that Robert R. Snyder and Leonard Snyder of full age, and Samuel Snyder and Paul Snyder, by their guardians, Robert R. Snyder and Lena Balch, under the last Will and Testament of the said John Snyder dated the 30th day of Sept. A. D. 1932, and probate, as aforesaid, together with Robert R. Snyder as Executor of the said last Will and Testament of John Snyder, be substituted of record as defendants in said Cause. And your petitioners will ever pray. L. D. McCall, Atty for Petitioners

Dec 4. 1935 It is directed that this suggestion be filed of record and that the substitution prayed for be made. By the Court. W. Wallace Smith P. J.

Continued to Page 145

December Term, 1934

Penty & Penty	Fred Loeb, trading as Loeb Bros.		Sept 13, 1934, Plaintiff's Statement and Article of Agreement filed.
			The Plaintiff prays for equitable relief as follows:-
	2		1. That an injunction be granted upon the filing of this bill preliminary first afterwards to be made permanent for the following purposes, to wit:
Walter Welch	Darwin C. Strait Euphemia M. Strait		A. To compel the defendants to permit the plaintiff or his agents to enter the
	Pro	2.50	said premises to examine the water meter and
	"	.50	further to examine the said premises for
	" Duj	1.50	making such repairs and improvements as
Shff Ammerman		15.50	he may determine necessary for the said premises
			2. To restrain the said defendants from interfering with the plaintiff or his bailiff or bailiffs from entering the said premises to make a distress on the personal property on the said premises subject to distress for payment of rent.
			3. To prevent the defendants from removing their personal property subject to distress for rent in arrears from the said premises while this injunction is pending.
			4. That the said defendants be further restrained from interfering with the plaintiff in pursuing any legal remedy he may have for collection of the rent in arrears on the said premises
			5. Request the defendants to pay the costs of this suit
			6. Such further and other equitable relief as the said plaintiff may be entitled to.
			And he will ever pray, etc.
			Penty & Penty, Attys. for Plff.
			8 Copies Certified to Shff.
			Sept 17- 1934 Walter Welch enters Appearance for defts. by Copy filed
			~~Sept 13, 1934, Injunction filed.~~
			The Plaintiff appearing by Counsel and filing his bill with motion for injunction setting forth his causes of complaint and injunction affidavits of E. A. Munshower, and L. W. Smiley and Percy A. Hoover supporting his position and which are ordered to be filed, and a bond in favor of the defendants in the sum of $200.00.
			Now, Sept, 13, 1934, having examined the bill and affidavits together with the bond filed herein, an injunction is granted against the said Darwin C. Strait and Euphemia M. Strait the defendants to restrain them as follows:

Contd to Next Page

1. From interfering with Fred Loeb the plaintiff in the bill from entering the premises as described in the said lease for the purpose of examining the water meter and property generally to determine what repairs are needed, or any other legal purpose to which he is entitled under the lease, to examine said property.

2. Prohibit Darwin C. Strait and Euphemia M. Strait the defendants, from interfering with the said Fred Loeb or his bailiff from entering the said premises to make distraint for rent as provided by the laws of this commonwealth and the terms of the said lease.

3. To prevent the said Darwin C. Strait and Euphemia M. Strait from removing their property or any property from the said premises liable to distress for rent, and secreting the same while this injunction is pending.

This injunction to be taken as dissolve, unless the plaintiff shall on the 17th day of September, 1934, at 9:30 o'clock in the forenoon make a motion to continue the same. W. Wallace Smith

Sept. 13, 1934, Injunction Affidavits of E. A. Munshower, L. W. Smiley, J. and Perry Hoover filed.

Now, Sept. 13, 1934. Bond in the sum of $200.00 filed and approved by the Court. W. Wallace Smith, P. J.

Sept 13. 1934 Injunction Issued to Sheriff Ammerman

Order of Court: Sept 17. 1934 Motion to continued Injunction filed

Now, Sept. 26, 1934, the motion to continue the preliminary injunction herein granted is refused and the preliminary injunction discharged for the following reasons:-

(1.) The plaintiff has the remedies which the landlord and tenant laws of the Commonwealth of Pennsylvania give him which are definitely prescribed by the Legislature, and under the general principles of equity should be left to his legal remedies.

2. Insofar as the defendant defies the process and remedies granted by the law it is the plaintiff's contention that he renders himself liable to the criminal provisions of the Act of Assembly for withholding and secreting property from legal process. Equity should therefore not interfere for the mere enforcement of the criminal law.

3. The plaintiff is seeking merely to enforce a collection of money.

4. If the injunction should be granted, the next step would be, if not fully complied with, to bring the defendant before the Court and ask for his committment for contempt. This would lead to a deprivation of his constitutional right of trial by Jury in a matter wherein the Legislature has provided definite legal remedies with proper recort to the Jury system.

5. The injunction is an extreme and drastic remedy which should be used only in exceptional and necessary cases.

6. The plaintiff has been unable to cite any precedent for the granting of this injunction.

7. To add the remedy by injunction to the existing remedies would be an enlargement of the landlords collection remedies by Court action, and contrary to the general trend of public policy of leniency towards debtors during the present depression. By the Court, W. Wallace Smith P. J.

Now, Sept. 13, 1934, served the within Injunction, copy of Lease and Plaintiff's Bill on Euphemia M. Strait, personally, by handing to and leaving with Her a true and attested copy of same together with copy of Lease and certified copy of the Plaintiff's Bill and making known unto her the contents thereof. Served the within Lease and copy of Plaintiffs Bill on Darwin C. Strait, by handing to and leaving with Walter Welch, atty. for Darwin C. Strait as per his acceptance of service hereon. No answers. Clarence H. Ammerman, Shff.

Now, Sept. 17, 1934, service accepted of Bill in Equity and Interrogatories and personal service waived. Walter Welch, Atty. for Defts.

Nov. 19. 1934 Testimony Lodged taken before Judge Smith Sept 17. 1934

February Term 1935

A B Shaw	Coalport Fire Company No. 1		February 4 1935 Bill of Complaint filed The Bill of Complaint by the Coalport Fire Company #1. respectfully represents That by deed dated on or about the 4th day of Feb A.D 1921 the Coalport Beechwood Park Assoc. at Coalport, Pa granted and conveyed to your petitioner all that certain lot of ground situate at Coalport Beccaria Twp. Clearfield County Pa Beginning at a point where the Railroad Bridge crosses Clearfield Creek, thence southwardly by Railroad and Union Street 250 ft to Fawn Alley, thence
		1	
	Coalport Beechwood Park Association		
Pro. By Atty	2.50		westwardly by said alley 154 ft to West side of
Sff	10.70		Raccoon Alley, thence southwardly by Raccoon alley
Co.	1.00		714 ft to South side of Beaver Alley, thence
			Eastwardly by Beaver Alley 164 feet to Union Street,
			thence southwardly by said Street 600 ft to Clearfield
			Creek, thence N. or down stream and by line of said
			Creek 250 ft to said railroad bridge and place of
			beginning. Containing 8 acres more or less being a part
			of a larger tract of land which William Mayo and
			Elizabeth his wife by deed dated oct 21 1876 recorded in
			Deed Book 13. Page 15 Conveyed to James Haines being
			same premises which James Haines had by deed dated
			June 4 1900 recorded in Deed Book 140 Page 296 Conveyed
			to the Coalport Beechwood Park Assoc. being same
			premises which Coalport Beechwood Park Assoc. Conveyed to
			Coalport Fire Co. #1
			That deed from Coalport Beechwood Park Assoc.
			executed and delivered to Coalport Fire Co. #1 as grantee
			has as your Petnr become lost, mislaid or destroyed
			so that it cannot be found (said missing deed not
			having been recorded) whereby the title of the petitioner
			is imperfect and defective and in order that such
			loss may be supplied it verily prays:
			That the officers or so many as can be obtained
			of the Coalport Beechwood Park Assoc. now defunct
			and all other persons interested in this premises
			may be required to appear in this Honorable Court
			on a certain day set to show cause why a
			Commission shall not issue under the seal of this
			Honorable Court to be directed to such person or
			persons as this Court may appoint for examining
			your Petnrs witnesses and records in the perpetration
			of testimony for the proof of the matters aforesaid
			That the Peff may have such further relief as
			may be appropriate and as may be conformable to
			Equity. A B Shaw Solicitor for Peff
			Oct 1. 1935 3 Copies of Bill in Equity Art to Sheriff
			Oct 4. 1935 — 2:50 o'Clock P.M. Served the within Bill of
			Complaint on the Coalport Beechwood Park Assoc. by handing
			A. L. Hegarty Pres. at the Bank in the Boro of Coalport
			Clfd Co. a true and attested Copy of same and made known unto
			him the Contents thereof. On the same date in the Boro of
			Coalport at 3:30 o'Clock P.M served a true and attested Copy on
			Rev. D. Benn at his home he being a member of said Assoc by handing
			to him a true & attested Copy and making known unto him the Contents
			thereof. So Ans. Clarence H. Ammerman as Sheriff

Mar 6 1936 Testimony Lodged taken at Hearing Jan 27 1936 before W. Wallace Smith P.J.
April 20, 1936, Order of Court Filed - Nisi April 18-1936 It is ordered & decreed, after due consideration by the Court that the testimony offered in this proceeding be filed in the Court of Common Pleas of Clearfield County, Sitting in Equity, in order that the same might be perpetuated to show title & right of possession to the premises mentioned in the Bill of Complaint to be vested in the complainant. It is further ordered & decreed that the complainant shall pay the costs of this proceeding.

By the Court. W. Wallace Smith P.J.

Contd from Page 109 – No 3 May S 1934 Reutz vs Flynn

also developed and there is nothing on the outlandary or make it able which adjoin the vicinity. Your Master is of the opinion that it is not feasible to develop this large property as a wagon mine.

which would be available there for a wagon mine. The testimony developed that there is no scarcity of wagon mines in that territory and there is nothing on the quality of the coal which would make it to produce more than any of the other wagon mines

Your Master also ascertained from the testimony that there is no large railroad mine adjoining which would take out coal on the railroad. The railroad is not adjacent and it would be impossible to make this property into a large railroad mine without sinking a very expensive shaft or slope and without building a railroad for a distance of three or four miles which at this time is entirely out of the question.

After considering the testimony and ascertaining that there is no possibility of opening this property for the purpose of taking out coal at more than one point because of the dip or slope of the coal which makes it impossible to get more than 200 acres out, your master is of the opinion that this property cannot be divided on partition without doing a grave injustice to some of the parties.

That there is a tract of land containing 560 acres + 80 perches and the total valuation on 1931 from the initial books of the assessor, was $3360.00; and on a second piece containing 282 acres + 40 perches, the valuation was 1692.00 The total assessment shown thereon as placed by the assessor on 1931 was $5052.00 or slightly less than 6.00 per acre on the entire tract.

A second hearing was held on the 9th Jan 1935 at 10.00 A.M. Robt V. Maine appearing for Birdsboro Steel Foundry + Machine Co. + A.M. Liveright was noted on the record as representing Clearfield County. Your Master finds the following unpaid taxes on said property. On the undivided one fourth interest of Birdsboro Steel Foundry + Machine Company for the year 1933, $66.22 and for the year 1934, $57.09 On the undivided one fourth interest of J.H. Reutz for the year 1934 $52.23

It appeared that certain reductions could be made in the assessed Valuatn of this property. Accordingly when Mr. J.H. Reutz complained of the valuation it was thought fitting and proper to reduce the value of his one-fourth interest in 560 acres + 80 perches from $740.00 to $680.00; and the one-fourth interest of J.H. Reutz in 282 acres + 40 per from 420.00 to 380.00. Your Master finds on the basis the entire 842 acres would be valued at 2240.00 or roughly 3.00 per acre.

It seems there is no possibility of selling this land at the present time except to the State and the only reason for holding it, if not for reforestration would be for possibility of appreciation because of coal coming into the market by way of a railroad mine which is very remote. If the land were sold to the state, the Current price seems to be $2.00 or 3.00 per acre Your Master feels that this would be fair and equitable to Value the land at a price of $4.00 per acre or a total of $3368.00 for the entire piece, being based on a Valuation of $1128.00 for the 282 acre peice and $2240.00 for the 560 acre piece. Your Master therefore fixes the value of this property on the above basis and will offer this property to the parties at interest herein at a price of $4.00 per acre. That is to say the Birdsboro Steel Co Foundry + Machine Co. and/or J.H. Reutz may each purchase a one-half interest in the share of Clearfield County in this property at a price of $842.00 or in the event that only one of the parties mentioned shall offer to purchase the interest of Clearfield County in this property, then the sale price to the one offering to purchase Clearfield County's one-half interest shall be $1684.00. It is further provided that either the Birdsboro Steel Foundry + Machine Company or J.H. Reutz may purchase the entire three fourth interest in this property, that is to say, every interest except their own, at a price of $2526.00. Bid will be submitted in writing in a sealed envelope

by the parties at interest and in the event that identical bids are submitted your Master shall await a further order of Court. In the event that no offer to purchase this property is made then your Master will petition the Court for leave to sell the entire property at public auction.

Edward T. Kelley, Master

Order of Court:- Now Jan 14 1935. Report of Master is confirmed Nisi and confirmed absolutely if no exceptions are filed within ten days from the date hereof. In the event that no exceptions are filed, the Master shall take any sealed bids, to be opened at ten O'Clock A. M. on the 4th day of Feb. 1935 and award the property to the highest and best bidder, subject to an order of Court as to how the money so received, shall be applied. In the event that no bids are received within twenty days from the date hereof, the Master is directed to sell the property at public auction as per Original order. By the Court

W. Wallace Smith P.J

Feb 1, 1935 No Exceptions filed to above Masters Report same is confirmed absolute. W. R. Gallagher Pro

Feb 7 1935 Petition of Edward T. Kelley, Master filed + Order of Court

And Now Feb 7 1935 Masters Report having been served on all parties at interest and no exceptions filed, and no bids having been received for the property as a whole, the Master is directed to place the property as a Whole, up for sale at public auction. Notice of said sale to be given by hand bills posted on the property and at the Court House at Clearfield, Pa. and by advertisement in two Newspapers of general circulation. It is further ordered that an upset price of Ten Hundred Fifty ($1050.00) be fixed as a Minimum at which bids will be received or sale made, to protect the costs of this proceeding, Masters fee, and taxes due the taxing authorities, such costs, taxes and Masters fee to be first paid out of the proceeds of the sale. In the event of a bid over and above the upset price here fixed, the money is to be distributed to the Birdsboro Steel Foundry + Machine Company and J. H. Reutz as their interest may appear.

The Master is empowered to adjourn the sale from time to time, for periods not to exceed thirty days, without giving further notice or making further advertisement. He is directed to make report to the Court of what he shall do by Virtue of this order, giving not less than ten days notice in writing to the interested parties of record in the case of his intention to present his report, Sales made hereunder shall be subject to Confirmation by the Court, and exception to the sale and to the Masters report may be made by any person in interest within five days after the date fixed for submission of the repot. In the absence of such exceptions any sale reported will be confirmed by the Court at the end of said five days.

The Court will make such further Order as it deems desirable or essential in respect of making deed or deeds for transfer and Conveyance of the property: and will retain the Cause for such further Consideration and Order as may be pertinent or appropriate. By the Court

W. Wallace Smith P.J

March 9, 1935, Master's Repost of Sale, filed.

Your Master, having been directed to sell certain real estate, reports as follows:

(1) By virtue of an order of Court dated February 7, 1935, your Master was directed to sell certain property and certain regulations were laid down as to said sale.

(2) That your Master has complied with the Order as to advertisement, proof of said publication being attached hereto.

(3) That your Master caused certain bills of sale to be posted on the property and in the Court House at Clearfield, Pennsylvania.

Continued on page 99

May Term 1935.

L.D. McCall	Du Bois National Bank, an association organized and existing under and by virtue of the laws of the United States of America, and engaged in the banking business in the City of Du Bois, Clearfield County, Pa.		Feb 8 1935 Bill of Complaint filed. Your Orator needs Equitable relief and prays as follows:- That the sum due by the said W. W. Millirons for monies loaned by the Du Bois National Bank be determined; That it be decreed that the hereinbefore mentioned instrument of writing bearing date the 8th day of Nov. 1929, with the Certificate of ten shares of Baker Run Reserve made and delivered by the said W. W. Millirons to the Du Bois Natl Bank, is an equitable assignment of the same and of all monies due or which may thereafter become due and payable by the Baker Run Reserve to the said W. W. Millirons, as well as all the right, title and interest of the said W. W. Millirons, in and to the same, for and until the indebtedness of the said W. W. Millirons to the Du Bois Natl Bank be paid and satisfied, and that said assignment is prior and superior to all other Claims against the said fund.
Feby 8	1		That the amounts now due and payable by the Baker Run Reserve to the holder of ten shares of said Baker Run Reserve be determined That it may be decreed that the said Baker Run Reserve and John J. Reutz, Secretary and Treasurer thereof, pay to the Du Bois Natl Bank by virtue of said equitable assignment of said ten shares, and out of the sums so found to be due by the Baker Run Reserve, the sum of One Thousand ($1,000.00) Dollars and all other sums which may have accrued to the Credit of said ten shares
John J. Reutz	Baker Run Reserve, a Common law trust, John J. Reutz, Secretary and Treasurer of the Baker Run Reserve; W. W. Millirons, B. M. Osburn and Katherine Osburn Co-partners trading and doing business under the name and style of B. M. Osburn & Company		
Liveright & Smith			
		Prs 2.50	
		" .50	
		" .50	
		" .50	
		" 1.00	
st to L+S 6-27-35		5.00	
		" .50	
July 16, 1935 Rec of Baker Run Reserve Ck for above Prs Costs 5.50	W. R. Gallagher Pro		The destribution of the balance of any funds due and payable by the Baker Run Reserve to the holder of said ten shares may be made to the parties entitled thereto in accordance with their respective rights. That the Baker Run Reserve, its officers trustees and agents be restrained from paying any funds to B. M. Osburn & Company by Virtue of the Judgment entered Jan 25, 1935, to No. 244 Sept Term, 1933, in the Court of Common Pleas of Clearfield County, until and unless Claims of the plaintiff herein are paid; That B. M. Osburn & Company be restrained from further proceeding with said action at law to No. 244 Sept Term, 1933, until and unless Reffs Claims against W. W. Millirons, as secured by the pledge of ten shares of Baker Run Reserve assigned by W. W. Millirons be fully paid. That your Orator may have such other and further relief in the premises as the Case May requires agreeable to equity Du Bois Natl Bank by W. G. Brown V Pres & L. D. McCall Atty for Reffs

next Page

Now Feb 11 1935 service of the within Bill in Equity by copy is accepted and personal service waived. Liveright & Smith Attys for B. M. Osburn & Co.

Now Feb 11 1935 service of the within Bill in Equity accepted by copy and personal service waived. Liveright & Smith

Now Feb 18 1935 Service accepted by Copy for Baker Run Reserve by John J. Pentz, Secty.

Mar. 11 - 1935 - Answer of Baker Run Reserve filed by Cant & Cant.

now Mar 11 - 1935 Served on me by Copy. J. D. McCall for DuBois Natl. Bank

Mar. 11 - 1935 - Service of answer accepted & personal Service Waived Liveright & Smith.

Mar 9 1935 Preliminary Objections to Bill in Equity filed by Liveright & Smith attys for B. M. Osburn & Katherine Osburn, doing business at B. M. Osburn & Co.

Now Mar 11 1935 Service accepted L. D. McCall for DuBois Natl Bank.

Now Apr 1 1935 W. W. Millison one of above named defts hereby acknowledges to have had served on him 3 Certified Copies of Bill in Equity filed with notice to appear and answer as endorsed on the Original Bill W. W. Millison

July 15 - 1935 - Petition of W. W. Millison Set for Court Order -

July 15 1935 Petition to withdraw objections filed by Liveright & Smith Attys for B. M. Osburn & Co. and leave granted as prayed for By the Court W. Wallace Smith P. J.

July 16 1935 Stipulation of the Complainants and Defendants in this Cause filed and pray the Court to enter a decree in accordance with Bill in Equity answer heretofore filed and the facts and averments set forth in the foregoing stipulation ~~ree~~ filed July 15 1935:-

And Now, to wit July 15 1935 this cause came on to be heard at this term, and it was argued by Counsel, and therefore upon consideration thereof It is Ordered, adjudged and Decreed as follows, to wit:

That the Bill of Complaint be taken pro confesso for want of an answer with respect to W. W. Millison, one of the defendants, and with respect to B. M. Osburn and Katherine Osburn, co-partners trading and doing business under the name and style of B. M. Osburn & Co, and upon consideration of the bill in equity, answers of the Baker Run Reserve, a common law trust, by and through its proper officers, and of John J. Pentz in person and as Secretary and Treasurer of the Baker Run Reserve, and of the stipulations filed herein by all of the parties hereto, it is further decreed:

That the indebtedness of W. W. Millison to the DuBois National Bank as of July 6, 1935, is $2373.75.

That the indebtedness of W. W. Millison to B. M. Osburn and Katherine Osburn, co-partners trading and doing business under the name and style of B. M. Osburn & Company as of July 6, 1935, is $1172.00.

That the costs accrued in this cause to this date, and the sheriff and prothonotary costs in the attachment suit judgment issued in the Court of Common Pleas of Clearfield County to No. 244 September Term, 1933 is $23.00.

W. W. Millison was on November 8, 1929, the owner and possessed of ten shares Baker Run Reserve, and on said date he delivered said shares to the DuBois National Bank in pledge for the payment of the indebtedness above found to be existing, and the delivery of such certificate of shares was good and effectual as against all persons claiming by, through or under the said W. W. Millison and as against the Baker Run Reserve, Common law trust, defendant herein, on and subsequent to said date.

That on the 8th of November, 1929, the said W. W. Millison was the owner of and possessed of thirty-four shares of the capital stock of the Winterburn Land Company, a corporation, and on said date duly pledged said stock as collateral with the DuBois National Bank for the payment of the indebtedness of the said W. W. Millison to the DuBois National Bank

Continued on Page 168

May Term 1935

John M. Urey

In re: Mortgage from Cecil F. Wilson and Emma P. Wilson his wife to Clearfield National Bank of Clearfield Pa. recorded in the office of the Recorder of Deeds of Clearfield Co. in Mortgage Book No. 87 at Page 113. and

In re: Mortgage from Cecil F. Wilson to Clearfield National Bank. recorded in said office in Mortgage Book No. 90 at Page 131

Feb 18. 1935 Bill of Complaint and Decree filed

Wherein your Orators pray the Court to appoint the County National Bank at Clearfield Pa Trustee for the Participating Certificate holders in both of said Mortgages that upon said appointment being made the said County Natl Bank of Clearfield throughout Receiver assign and transfer said Mtgs and any bonds accompanying the same to the County National Bank at Clearfield Pa.

Decree:- And Now. Febry 18. 1935 the Bill of Complaint in the above stated Case having been read and Considered and it appearing to the Court that all those beneficially interested in the Mortgages recited therein and that all persons interested in the subject matter of said bill have agreed to the appointment of the County National Bank at Clearfield, Pa. as successor Trustee in said Mortgages and to the distribution of the proceeds of the sale of the real estate described in said bill as therein stated, and that all other parties Concerned therein have received notice of the presentation thereof. this Court does order and Decree as follows:-

(1) That the County National Bank at Clearfield Penna. is hereby appointed Trustee for Participating Certificate Holders as to the Mortgage given by the said Cecil F. Wilson and Emma P. Wilson his wife. recorded in Mortgage Book No 87 at page 113.

(2) That the Receiver of the Clearfield National Bank of Clearfield. Pa place of record an assignment to the County National Bank of Clearfield. Pa. as Trustee for Participating Certificate Holders of the Mortgage given by Cecil F. Wilson to the Clearfield National Bank. recorded in Mortgage Book No. 90 at Page 131.

(3) That the County National Bank at Clearfield Pa. is hereby appointed Trustee for Participating Certificate Holders as to the Mortgage given by Cecil F. Wilson to the Clearfield National Bank recorded in Mortgage Book No 90. at Page 131.

(4) That the County National Bank of Clearfield Pa. Trustee, assign to the County National Bank at Clearfield. Pa. Trustee for Participating Certificate Holders, each and both of said Mortgages, together with any bond or bonds accompanying the same.

(5) That the County National Bank at Clearfield Pa. as Trustee for the Participating Certificate Holders of the Ten Thousand ($10,000.00) Dollar Mortgage recorded in Mortgage Book No. 90 at page 131. satisfy the said Mortgage of record on receipt of the Sum of Seventy Three Hundred and Forty ($7340.00) Dollars.

(6) That the County Natl Bank at Clearfield Pa. Trustee for the Participating Certificate Holders under said Mortgage recorded in Mortgage Book No. 90 at Page 131. pay out of said sum of Seventy Three Hundred & Forty ($7340.00) Dollars, the Costs and expenses of preparing this bill and securing this decree of Court and distribute the balance to and among the holders of the Participating Certificates or their Executors Administrators or assigns in proportion to their participations, less the Commissions and expenses of the trust. By the Court. H. Wallace Smith. P.J

Continued on Page 348

Feb 18, 2.

Pro	2.50
"	1.00
"	1.00
	.50
	1.00
	~~1.50~~
Jan 31. 1940 Pd by Co Nate Bank of Cfld 4.50 J.H. McFadden	~~5.00~~
1-30-40 St. Co atty	
Pro. 1st & Final acct	7.00
Pro. Note of filing & Conf	2.50
Pro. Distrib. receipts	1.00
Pro. Pet. Decy	2.50

Continued from Page 135. No 7 Sept T. 1932 Jean Snyder Croaw vs John Snyder

Mar 11. 1936 Petition for sale of Lands in Partition filed.
Order of Court:- Now, March 11. 1936, Rule is Awarded on Samuel Snyder and Paul Snyder, Minor children of John Snyder, deceased, by their testamentary Guardians, Robert R. Snyder and Lena Balch, and upon Leonad Snyder and Robert R. Snyder, individually, and upon Robert R. Snyder as Executor of the last Will and Testament of John Snyder, to show cause why the Master in Partition should not proceed to sell the lands upon which an inquisition has heretofore been had in the above entitled proceedings, said Rule to be Returnable the first Monday of May, 1936. And it further appearing that the defendants are residents of Allegheny County, It is ordered that the Sheriff of Clearfield County deputize the Sheriff of Allegheny County to serve this rule, together with a copy of the petition By the Court W. Wallace Smith PJ

Apr. 15 - 1936 - Sumd of Cettin having been made on Robert R. Snyder, one of defts. Robert R. Snyder as Testamentary Gdn. of Samuel Snyder & Paul Snyder, & Robert R. Snyder as Executor of will of John Snyder dec'd. & on Lena Balch one of within named defts. by Shff. of Allegheny Co. this Ret is Ret. & and sumd with costs attached.
So ans. C. H. Ammerman Shff

And Now, 18th day of May, 1936 it appearing to the Court from the record in the above case that Rule therein issued March 11. 1936, has been served personally upon the various parties named by the Sheriff of Allegheny County on 9th day of April, 1936, and that the return day of said Rule being the first Monday of May, 1936, and no answer having been filed thereto by any of the Respondents named. On Motion of L. D. McCall Atty for the Plffs. It is Ordered that the Master in Partition shall proceed to sell the lands upon which an Inquisition has heretofore been had herein, and which are the subject of this partition proceeding.
By the Court W. Wallace Smith, P.J.

Sept 28, 1936, Motion for Supplemental Order of Sale filed by L. D. McCall, atty.
Now, September 28, 1936, upon motion of L. D. McCall, attorney for the plaintiffs, it is ordered: that the Order of Sale heretofore made be amended as follows, to wit:
That the parties, having been severally called to accept or refuse the land at the valuation and appraisement reported by the Master, or offer in writing a higher price therefor above the valuation reported, or show cause why the lands should not be sold upon their neglect or refusal to accept the same, and none of the parties thereupon appearing and proof being made of due service of the rules heretofore granted to accept or refuse, etc., it is Decreed:
That the Master make sale of the lands at public auction, giving public notice thereof as required by law, and to make report of the sale on the first Monday of December next.
By the Court, Robert R. Lewis, P.J. 55th Judicial Dist, Specially Presiding

Dec 2, 1936, Petition to Re-open Sale filed
Dec 2, 1936, Rule granted to show cause why prayer of petitioner should not be granted, returnable Monday Dec. 21, 1936 at 10:00 A.M.
Time for confirmation extended until disposal of this petition.
W. Wallace Smith, P.J.

Now, July 7, 1936, issuance of rule waived and service accepted. L. D. McCall, Atty for Plff.

Dec 7, 1936, Petition for Re-Sale filed.
Now, Dec 7, 1936, the foregoing Petition having been read and considered, upon petition of Samuel Singer and Mollie Singer, Rule is granted on Frances Fuglet, purchaser of the property of Jennie Snyder, Dec'd, located in the City of DuBois, Clearfield County, Pennsylvania, to show cause why the sale should not be set aside and Carl A. Belin,

Continued on Page 272

May Term 1935

John M. Urey	In re: Clearfield National Bank of Clearfield, Penna.	March 11, 1935, Bill in Equity filed. Wherefore your petitioner prays that he be authorized to sell and convey to the said Atlantic Refining Company for the price or sum of $9250.00, by a deed describing the property as described in "Exhibet A" hereto attached, the title acquired by said Receiver to said property at said Sheriff's Sale; to pay over to the County National Bank at Clearfield, Pennsylvania, Trustee for the Participating Certificate Holders in the mortgage recorded in Mortgage Book No. 90 at page 131, the sum of $7340.00 upon satisfaction of said mortgage; and to charge off such losses as the Trust may sustain thereby.
	3	Joshua L. Foster Recvr. Clearfield National Bank
Mar. 11	Fro Pd 4/3/35 2.50	
	Decree:	And now, February 20, 1935, the foregoing petition having been presented, read and considered, it is ordered and decreed that Joshua L. Foster, Receiver of the Clearfield National Bank of Clearfield, Penna., convey by Receiver's Deed without warranty of any character whatsoever, to the Atlantic Refining Company of Pittsburgh, Penna., for the sum of $9250.00, the following described property: All that certain piece or parcel of land situate in the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, bounded and described as follows: Beginning at a point on Second Street at the corner of Lot No. 44 in the original Plan of the Borough of Clearfield, now or formerly owned by Lever T. Stewart, thence in a southerly direction along Second Street 60 feet, more or less, to the corner of Second and Locust Streets; thence along Locust Street in a westerly direction 140 feet, more or less, to the lot or piece of land conveyed by Mertie L. Wilson, et al., to S. C. Stewart, et al., by deed dated September 7, 1915, and recorded in Deed Book No. 211 at page 395; thence along the line of said lot in a northerly direction 60 feet, more or less, to the line of Lot No. 44; and thence along the line of said Lot No. 44, 140 feet, more or less, to the place of beginning. Being a part of Lot No. 45 in the General Plan of the Borough of Clearfield, and being the same premises which Ira C. McCloskey, High Sheriff of Clearfield County, by his deed dated November 7, 1932, and recorded in Deed Book No. 302 at page 88, granted and conveyed to Orlo A. Bartholomew, Receiver of the Clearfield National Bank of Clearfield, Pennsylvania; that he pay to the County National Bank at Clearfield, Pennsylvania, Trustee for Participating Certificate Holders, upon satisfaction of the mortgage recorded in Mortgage Book No. 90 at page 131, out of said consideration money, the sum of $7340.00; and the Receiver is authorized to charge off such losses as the Trust may sustain because of this transaction.
		By the Court, W. Wallace Smith, P.J.

cont'd from Page 233 - Union Banking & Trust Co. vs. Du Bois Industrial Corp. # 9 Feb. T. 1936

the said defendant, and all persons, bodies politic or corporate, claiming or to claim the said franchises, rights and privileges and property, real and personal, now owned by the said defendant and described in the said mortgage or deed of trust and such after-acquired real and personal property as in said mortgage or deed of trust mentioned, and provided fusthet that an ordet shall be made by this Court confirming such sale upon payment or settlement of the purchase price bid.

4. Said sale shall be held upon the land or property of the defendant, the Du Bois Industrial Corporation, in the City of Du Bois, Clearfield County, Pa. at 10:30 o'clock A.M. on Saturday, June 20, 1936, unless the date thereof shall be changed by fusthet ordet of Court.

5. A notice of the time, place and terms of said sale and describing the property to be sold and referring to this Decree, shall be published once a week for four successive weeks in the Du Bois Morning Courier, a newspaper of general circulation published in Du Bois City, Pa.; said sale shall also be advertised by at least 12 posters or handbills, which notices shall contain the matters herein specified and at least one of said notices shall be posted in a conspicuous place on or adjacent to the property described in said mortgage and to be sold hereunder.

6. Said Special Master may, at his discretion, adjourn and readjourn said sale from time to time and if so adjourned, or readjourned, make sale at the time and place to which it may be adjourned or readjourned without fusthet advertisement or notice.

7. The mortgaged premises, land, buildings, equipment and property real or personal, rights, privileges, franchises and all the property described in the said mortgage or deed of trust and such after-acquired real or personal property, as is in said mortgage or deed of trust mentioned, shall be offered for sale in one lot or parcel.

8. 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.

9. The Trustee in the said mortgage, or any holder of bonds secured by the said mortgage, or any party to the cause, or any creditor of the defendant, may bid at the sale and, if a successful bidder, may purchase in his, its or their own right the property covered by the said mortgage or deed of trust.

10. Any successful bidder may assign, transfer or set over his bid in whole or in part and on any part of his right or interest under this decree.

11. Any purchaser for the purpose of making settlement or payment for the property purchased shall be entitled to use and apply any bond and any matured or immatured and unpaid coupon thereby secured, by presenting such bonds and coupons in order that there may be credited thereon the sums applicable to the payment thereof out of said proceeds of said sale, his ratable share of such net proceeds, after making any deductions which may be made from the proceeds of said sale for costs, expenses, compensation and other charges; and thereupon such purchaser shall be credited on account of such purchase price payable by him, with sums applicable out of such net proceeds to the payment of and credit on the bonds and coupons so presented.

12. 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 ttendant upon such sale, compensation of the Special Master and the payment

Continued on Page 153

May Term 1935

Arnold & Chaplin	Pearl Fox Yacabucci	Mar. 29. 1935 Bill of Complaint filed wherein Peff needs equitable relief and prays as follows:-
	4	That the Peff be required to render a true and correct account verified by affidavit, setting forth and showing what sums, and from whom, Deft has collected any of the accounts listed as doubtful accounts in Schedule "B" attached to the agreement between Pearl Fox Yacabucci and
Bell & Silberblatt	Vern Fox	
Pro.	2.50	Vern Fox, dated May 11. 1934; and to set forth
"	.50	the date and dates when each and every
"	.50	portion of the same were received by the Deft.
Peff Writ Bill 6/12/35 CK 952	22.58	That upon any exceptions being filed by Peff
Defts Fine Paid to Co Treas	10.00	to any such account as rendered by the Deft,
Pro	.50	that Testimony be taken to the end that the
"	.50	Court shall state an account between the parties
" Disc	1.00	That the Deft be required immediately to pay
	28.08	over to the Peff. one-half of all the sums
Fine	100.00	Collected by him of the items listed in
		Schedule "B" attached to the agreement of
		May 11. 1934.
		That the Deft be assessed with the
June 19. 1935 Rec of Deft		Costs of this proceeding.
Attys: Costs Prothy 5.50 and		Arnold & Chaplin. Attys for Peff
Peff Writ Bill 22.58 Total 28.08		April 4. 1935 Bell & Silberblatt Attys enter their
W. R. Gallagher Pro		appearance for Deft
		Apr 4. 1935 Defts answer filed Service Accepted
		April 5, 1935, Arnold & Chaplin, Atty for Peff
		Order of Court:- Now June 12. 1935 the defendant
		having on the witness stand given a frivolous
		answer, admitted by him to be untruthful, to one
		of the questions asked him, and having several
		times previously been warned as to his duty to answer
		questions truthfully and seriously, the defendant,
		Vern Fox, is hereby fined the sum of ten dollars
		for Contempt Committed in the Court's presence
		upon the witness stand. By the Court
		W. Wallace Smith P.J.
		Order of Court:- Now June 12. 1935 the defendant in
		this case is Committed to Jail for a period of
		three months by reason of Contempt of Court
		Committed in the Court's presence and in the
		presence of the Sheriff in the service of the
		Courts process. By the Court
		W. Wallace Smith P.J.
		June 12. 1935 Commitment Issued to Sheriff
		Now. June 12. 1935. this Case is hereby Continued
		to a date to be fixed on application to the Court.
		the Costs of this hearing to be paid by the Defendant the Cause
		of the Continuance being made necessary by his misconduct as
		a witness By the Court W. Wallace Smith. P.J.
		Now. June 21. 1935 It is ordered that after
		the Defendant Vern Fox, shall have served thirty days
		of the jail sentence imposed upon him June 12. 1935,

for Contempt of Court, he shall be released upon parole in the Charge and Custody of Geo. W. Gaylor Pro. Offcr. of this Court; upon condition however, that he shall pay to the said probation Offcr for the use of Clearfield County the sum of $100.00 as a partial penalty for the offense Committed. the same to be paid at the rate of $10.00 per month, and until paid in full the defendant shall remain under such parole and of good behavior and free from violations of the law; and upon failure to Compley with the Conditions of said parole, he shall be re-Committed to jail and serve the balance of the sentence heretofore imposed

By the Court W. Wallace Smith P.J

July 13 1935 Testimony Lodged.

May Term 1935

Edw J Thompson	Joshua L Faster, Receiver of the County National Bank of Clearfield, Penna	March 29, 1935, Bill in Equity filed Wherein Petitioner is in need of equitable relief and prays as follows: (1) To make a decree discharging the said County National Bank of Clearfield, Pa., and/or Joshua L. Faster, Receiver thereof from all duties and
March 29	5	liabilities as trustee of the estate of Edward M. S. McKee under indenture dated Sept. 29, 1930 and to release any bond or other obligation given to secure the faithful performance of the duties of his said trust.
See No. 161 Feb T 1935 Common Pleas Court Clff Co for accts	Nina E. B. Munroe Eleanor Munroe Callester J. Stewart Munroe Barbara Jane Callester Stewart Munroe Callester (Edward M. S. McKee)	(2) To appoint a successor trustee (3) To authorize and direct Joshua L. Faster, Receiver of the County National Bank of Clearfield, Pa. to turn over all moneys and properties of said trust upon discharge, to said successor trustee
	Pro By Plff 4/16/35 CK 923 2.50	(4) To appoint a guardian ad litem for Barbara Jane Callester and Stewart Munroe Callester and to direct that process be served upon the said guardian ad litem for and instead of the said minors
	" .50	
	" .50	
	" .50	
Shff	3.30	
Pro	2.00	
	9.30	
	Pro By Co. Natl Bank 11-17-43 .50	(5) To appoint a trustee to represent contingent interests and the interests of unborn persons under the indenture of trust settlement as hereinbefore referred to and to direct that service of process in behalf of said interests to be made upon said trustee.
May 7, 1935. Recd of Plff Costs — Shff $3.30; Plff $2.50 Pro $3.50 being $9.30 in all W. R. Gallagher, Pro		(6) To make such further order and decree as justice and equity may require Edward J. Thompson Solicitor for Plaintiff
10-27-44 appt	Pro By Co. Natl Bank 10/30/44 2.00	April 12. 1935 affi of service filed, served Copy of Bill in Equity on April 8. 1935 upon J. Stewart Munro in city of St Petersburg, Pinellas Co. Florida by handing to him a true & correct Copy of the Bill and making known the contents thereof, so ans B. J. Sauls. Apr. 12. 1935 affi of service filed. served Bill in Equity & Order of service on April 5, upon Mrs Eleanor Collester by delivering same to her. So ans H. Bryce Parker, Atty of State of North Carolina April 12. 1935 Order for service filed, that service of Bill and process upon Defts residing without the County of Penna be made by an Adult person by handing to said Deft a Copy or by leaving a copy at the place of business with an adult and making known the contents Ret 15 days from date of service except Original Bill in which instance Deft must file an appearance within 15 days and an answer within 30 days after service. Return of service shall be made by the party serving by an affidavit stating the manner in which service was made and verified by certificate of County Clerk or Notary Public By the Court W. Wallace Smith P.J.

Contd to Next Page

Aprie 12 1935 Motion and order of Court: And Now, Aprie 12, 1935 It is ordered and decreed that Geo. N. Gaylor, is appointed trustee for all contingent interests and the interests of unborn persons under trust indenture of Dr. Edward M. S. McKee, dated Sept 29, 1930, and it is directed that a copy of all process in above proceedings be served upon the said trustee. By the Court. W. Wallace Smith P.J.

Aprie 12 1935 Motion and order of Court:- Now Aprie 12, 1935, Geo. N. Gaylor is appointed Guardian ad litem for Barbara Jane Collester and Stewart Munroe Collester and all process in above matter be served upon said guardian ad litem. By the Court. W. Wallace Smith

April 12 1935 Above Orders of Appt. Certified and given to Shff together with 2 Copies of Bill in Equity to be served W. R. Gallagher.

Now April 15 1935 Served the within Orders of Appt. on Geo. N. Gaylor, as Trustee under trust indenture of Dr. Edward M. S. McKee and as Guardian ad litem by handing to him personally a true and attested copy of same together with a Certified Copy of the proceedings and making known unto him the contents thereof. So ans. Clarence R. Ammerman Shff.

April 22, 1935 Affidavit of Service filed, served the within Copies of Bill in Equity & Order of Court on Nina E. B. Munroe on April 10, 1935 So ans. Bruce N. Lewis of Southern Pines, Moore Co. State of N. Carolina.

And Now May 3 1935 Comes the Pltff by his Counsel, Edw. J. Thompson and Move the Court for Judgment Pro Confesso. All parties in interest have been served and no appearance having been entered by any of the said parties within fifteen days Judgment Pro Confesso is entered By leave of Court.

Now May 3 1935 Judgment Pro Confesso entered against Defts

W. R. Gallagher Pro.

May 3, 1935, Order of Court filed

And now, April 29, 1935, it is ordered, adjudged and decreed as follows:

The County National Bank of Clearfield, Pa., and/or Joshua L. Foster, Receiver thereof, is hereby discharged from all the duties and liabilities of any kind whatsoever arising out of the administration of a certain trust created by trust indenture executed Sept. ~~28~~ 29 amended by the Court, 1930 between Edward M. S. McKee and the County Natl. Bank of Clearfield, Pa., and any bond or other obligation posted to secure the faithful performance of any duties connected with the said trust is hereby released.

The County National Bank at Clearfield, Pa. is hereby appointed successor trustee.

The account heretofore filed in the Court of Common Pleas of Clearfield County and confirmed absolutely March 4, 1935 is approved and Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to turn over to the successor trustee all moneys and properties of the said estate in accordance with the terms of said account, corrected and adjusted as per the terms of this order and judgment.

Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to pay to George Gaylor, Guardian ad litem for Barbara Collester and Stewart Munroe Collested and likewise trustee to represent contingent interests and interests of unborn persons, the sum of $25.00 as Compensation and for expenses connected with the consultation of Counsel in connection with the duties of his said appointment.

Joshua L. Foster, Receiver of the County Natl Bank of Clearfield is authorized and directed to pay the sum of $26.98 for costs connected with the institution of this action, service of process and other expenses connected with the said proceeding, and the sum of $185.00 for Counsel fees.

Upon the turning over of the assets of the said estate to the successor trustee, in conformity with the terms of this order all duties, liabilities and responsibilities of the said County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof shall immediately cease.

By the Court, W. Wallace Smith, P.J.

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May Term 1935

J. M. Urey	Mike Call	March 30, 1935, Bill of Complaint filed. Your oratos complains and avers: That on Dec. 24, 1934, your oratos made
March 30	6	and executed a deed for a certain lot or piece of ground situate in the Borough of Curwensville, County of Clearfield, State of Pennsylvania, granting
	John Call and Mary Augustine, Guardian of Louisa Call, Rosie Call and Michael Call, minors	and devising unto John Call during his lifetime all right and title therein with the remainder over unto Louisa Call, Rosie Call and Michael Call, daughters and son of John Call. Your oratos avers that no consideration passed between the Grantor and Grantees for said conveyance.
Pro by atty 4/23-35	2.50	That the lot of land described in said deed was the only property either real or personal owned by your oratos and if said deed is not set aside and the property re-conveyed, your oratos will be compelled to depend upon his family for support and maintenance. Your oratos avers and charges that he was induced to execute said deed by mis-representations, that said conveyance was wholly without consideration, and that he has no adequate remedy at law to recover said property. Wherefore he needs equitable relief and prays: That the said alleged deed dated Dec. 24, 1934 and recorded in Deed Book No. 309 at page 234, be decreed fraudulent, void and of no effect, and that the Defendants be decreed to execute a re-conveyance of the real estate described therein to your oratos. And that he may have such other or further relief as may seem proper. Mike Call
		March 30, 1935, Answer of John Call filed.
		Mar. 30, 1935, Separate Answer of Louisa Call, Rosie Call, & Michael Call, minors, by their Guardian Mary Augustine, filed.
Decree:		Now, March 30, 1935, the Bill of Complaint and the answers thereto in the above stated case having been read and considered, and it appearing to the Court that all parties concerned have joined therein, this Court does order and decree as follows: That the deed from Mike Call to John Call, Louisa Call, Rosie Call and Michael Call, dated Dec. 24, 1934, and recorded in Deed Book No. 309 at page 234, be and the same is hereby decreed fraudulent, void and of no effect. That John Call and Katherine, his wife, and Mary Augustine, Guardian Ad Litem of Louisa Call, Rosie Call and Michael Call, minors, make, execute and deliver a deed of special warranty re-conveying the real estate described in the deed recorded in Deed Book No. 309 at page 234, to Mike Call. By the Court, W. Wallace Smith, P.J.

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of all charges, compensation, allowances and disbursements of the plaintiff, and its solicitors and counsel, and all other proper allowances, compensation and disbursements. All payments made under this subdivision shall be hereafter determined, fixed, allowed and taxed by the Court.

(b) The residue of the monies arising from the said sale shall be appropriated and applied by the Special Master to the payment of taxes accrued on the said premises, and then to the principal and accrued interest of this mortgage and shall be appropriated and applied by the Trustee in the said mortgage to the payment of principal and accrued interest upon all of the bonds secured by the mortgage and under which this proceeding has been had, which are outstanding and unpaid and the same shall be applied without giving preference, priority or distinction as to one bond over another, or as between principal and interest. That is: if the residue of the proceeds of the said 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 DuBois Industrial Corporation.

13. Upon confirmation of said sale and the payment of said purchase price by the purchaser, or purchasers, his or their successors or assigns, or upon making such provision for the payment thereof as the Court may approve, the Special Master making the sale shall execute a deed or deeds, or other proper instruments conveying or transferring the franchises, rights and privileges and all of the property, real and personal, now owned by the said defendant and described in the said mortgage or deed of trust and such after-acquired real and personal property as in said mortgage or deed of trust mentioned, to such purchaser or purchasers, or his or their successors or assigns.

14. Upon the execution and delivery of such deed or deeds, assignments or transfer, the Grantee, or Grantees therein named, shall be let into immediate 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 Special Master herein shall thereupon be discharged of the trust in the premises, except as to the distribution of any money in his possession; subject, nevertheless, to the condition that the Special Master may retake and resell the property conveyed or transferred in the event the purchaser or purchasers, his or their successors or assigns, shall fail to pay the balance of any purchase price remaining unpaid.

15. The purchaser or purchasers, his or their successors, shall, after such delivery of the property and premises described in the said mortgage, hold, possess and enjoy the same, free from the trust imposed thereon by the said mortgage or deed of trust of the DuBois Industrial Corporation dated Feb. 1, 1927, and recorded at Clearfield, Pa. in Mortgage Book Vol. 85, page 321, and free from any claim, right, interest or equity of redemption in or to the same by the said DuBois Industrial Corporation, Mortgagor, or its successors or assigns.

16. In the event the proceeds of such sale shall not be sufficient to pay in full the amount hereinbefore found to be due and unpaid, for and in respect of principal and interest on the said bonds secured by the mortgage, aforesaid, together with all the costs

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May Term 1935

Edw. J. Thompson

Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa.

April 9, 1935, Bill in Equity filed
Wherein Plaintiff needs equitable relief and prays as follows:
To approve and confirm the final account of plaintiff annexed hereto and marked Exhibit A.
To discharge the plaintiff from all the

April 9

7

duties and liabilities of its said trust and to release any bond or other obligation filed to secure the faithful performance of its duties.
To appoint a successor trustee and to authorize and direct the plaintiff, upon approval, confirmation and discharge to turn over all moneys and properties in said trust to such successor trustee.
To make such further order as justice and equity may require.

Edw. J. Thompson
Solicitor for Plaintiff

Joshua L. Foster, Receiver of the County Natl Bank of Clearfield, Trustee for Dr. S. S. Davis and Mrs. Mary L. Snyder, files for it this First and Final Account as follows:

Mary L. Snyder and the County National Bank at Clearfield, Pa., Admr. d. b. n. Est. of S. S. Davis

Prothy acct 8.00
Prothy serv 2.50
1 cert 1.00
filing Rcpt 1.00
2.50
15.00

The Accountant Charges itself:

1923

Bonds recd from Dr. S. S. Davis under Article of Agreement dated 1/1/23 creating this trust, as follows:

$1000 N.Y.C. Equipment Trust 5's due 1936		$1,000.00
1000 N.Y.C. Equipment Trust 5's due 1935		1,000.00
2000 General Refractories Co. First Mortgage 6's due 1952		2000.00
		$4,000.00

Gain by sale and Conversion of Assets:

1929
Apr. 8 Proceeds $2000 do General Refractories Co. 5% Bond called for payment at 107½ 2150.00
Appraised value 2000.00 150.00

Apr. 11
Purchased $2000.00 Northern States Power Co. 6's 2100.00
Sale Price 2100.00 000.00
$4,150.00

The Accountant credits itself:

1929
Paid Dr. S. S. Davis - Difference between proceeds from $2000 General Refractories Co. 6% Bond called for payment and costs of $2000. Northern States Power 6% Bonds $50.00

1935
County Natl Bank of Clearfield - 2% com. on Principal 83.00
Edw. J. Thompson - Examination of Account for Receiver and preparing and presenting petition for discharge 50.00
183.00

July 24, 1936, Recd of Pltff $15.00, being costs in full
W. R. Gallagher, Pro

Income Account:

The Accountant charges itself:

1923 Sep 29	N.Y.C Railroad Co - Equip. Trust - Cpns.	50.00
Sep 29	General Refractories Co. - Coupons	120.00
1924		
Apr 21	New York Central R.R. Co - Coupons	50.00
Apr 21	General Refractories Co - Coupons	60.00
June 23	N.Y.C.R.R. Lines Equip Trust - Coupons	50.00
Aug 5	General Refractories Co - Coupons	60.00
Dec 4	N.Y.C Lines Equip Trust - Coupons due 12/1/24	50.00
1925 Feb 6	General Refractories Co - Coupons due 2/1/25	60.00
June 1	N.Y.C Lines Equip Trust - Coupons due 6/1/25	50.00
July 31	General Refractories Co - Coupons due 8/1/25	60.00
Dec 30	N.Y.C Lines Equip Trust - Coupons due 12/1/25	50.00
1926 Feb 2	General Refractories Co - Coupons due 2/1/26	60.00
June 9	N.Y.C. Lines Equip Trust - Cpns. due 6/1/26	50.00
Aug 3	General Refractories Co - Coupons due 8/1/26	60.00
Dec 1	New York Central Lines Equip Trust	50.00
1927 Feb 1	General Refractories Co - Coupons due 2/1/27	60.00
July 2	N.Y.C. Lines Equip. Trust - Coupons due 6/1/27	50.00
Aug 17	General Refractories Co - Coupons due 8/1/27	60.00
Nov 30	N.Y.C.R.R Co Equip Trust - Coupons due 12/1/27	47.80
1928 Feb 1	General Refractories Co 1st Mtge Coupons due	30.00
Feb 10	General Refractories Co Coupons due 2/1/28	30.00
June 5	N.Y.C. Lines Equip. Trust - Coupons due 6/1/28	47.80
Aug 6	General Refractories Co - Coupons due 8/1/28	60.00
Dec 12	N.Y.C. Lines Equip Trust - Coupons due 12/1/28	47.80
1929 Feb 19	General Refractories Co. Coupons due 2/1/29	60.00
Apr 8	General Refractories Co 6's - Int on bonds	22.33
May 28	N.Y.C. Lines Equip Trust - Coupons due	47.80
May 28	Northern States Power Co - Coupons due 5/1/29	
	Less Accrued int. paid 53.33	6.67
Nov 1	Northern States Power Co - Coupons due	60.00
Dec 13	N.Y.C. Lines Equip Trust - Coupons due	47.80
1930 May 6	Northern States Power Co - Coupons	60.00
May 31	N.Y.C Lines Equip Trust - Coupons due	47.80
July 30	Co. Natl Bank - Int on average daily bal	.90
Oct 30	Northern States Power Co - Coupons	60.00
Dec 3	N.Y.C. Lines Equip Trust - Coupons	47.80
Dec 12	Co. Natl Bank - Int on average daily bal	.80
1931 May 2	Northern States Power Co - Coupons	60.00
May 28	N.Y.C. Lines Equip Trust - Coupons	47.80
Sept 29	Penna Power & Light Co - Coupons due 10/1/31	34.00
Nov 27	N.Y.C. Lines Equip. Trust - Coupons	47.80
1932 Jan 19	County Natl Bank - Int on average daily bal	1.60
Mar 29	Penna Power & Light Co - Coupons due 4/1/32	45.00
June 3	N.Y.C. Lines Equip Trust Bond - Coupons	47.80
June 14	County Natl Bank - Int on average daily bal	2.12
Sept 28	Penna Power & Light Co - Coupons due 10/1/32	45.00
Nov 28	N.Y.C. Lines Equip. Trust - Coupons due 12/1/32	47.80
Dec 24	County Natl Bank - Int on average daily bal	2.50
1933 Apr 4	Penna Power & Light Co - Coupons due 4/1/33	45.00
May 29	N.Y.C. Lines Equip. Trust - Coupons due 6/1/33	47.80
Oct 6	Penna Power & Light Co - Coupons due 10/1/33	45.00
Dec 7	N.Y.C. Lines Equip. Trust - Coupons due 12/1/33	47.80
1934 Mar 29	Penna Power & Light Co - Coupons due 4/1/34	45.00
June 5	N.Y.C. Lines Equip Trust - Coupons due 6/1/34	47.80
Sep 27	Penna Power & Light Co - Coupons due 10/1/34	45.00
Nov 30	N.Y.C. Lines Equip Trust - Coupons	47.80
1935 Mar 29	Penna Power & Light Co - Coupons due 4/1/35	45.00
		2,572.92

The Accountant credits itself:

1923 Jul 28	Mrs. Mary L. Snyder - Payment of income	90.00
1924 Mar 3	Mrs. Mary L. Snyder Payment of income	90.00
Aug 1	Mrs. Mary L. Snyder - " " "	90.00
Aug 13	S.S. Davis - Share of income to date	108.30
Aug 13	County Natl Bank - Commission to date	11.70
1925 Feb 2	Mrs. Mary L. Snyder Payment of income	90.00
Aug 1	Mrs. Mary L. Snyder - Payment of income	90.00
1926 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.00
Aug 2	Mrs. Mary L. Snyder Payment of income	90.00
Aug 2	S.S. Davis - Share of income to date	66.80
Aug 2	County Natl Bank - Commission to date	13.20
Dec 7	County Natl Bank - Pa. St tax on N.Y.C. Eq. Tr. Cpns	8.00
1927 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.00
June 8	County Natl Bank - Tax on N.Y.C.R.R. Cpns	2.20
Aug 15	Mrs. Mary L. Snyder - Payment of income	90.00
1928 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.00
Aug 2	Mrs. Mary L. Snyder - Payment of income	90.00
1929 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.00
Aug 1	Mrs. Mary L. Snyder - Payment of income	90.00
1930 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.00
Feb 1	County Natl Bank - 1% Com. on income Col. to date	21.84
Aug 9	Mrs. Mary L. Snyder - Payment of income	90.00
1931 Jan 31	Mrs. Mary L. Snyder - Payment of income	90.00
Jan 31	County Natl Bank - Comm. on income Col. to date	6.52
Jan 31	County Natl Bank - Adms S.S. Davis Est:	
	Bal of accumulated Income	96.74
Mar 9	Reserve acct for taxes Pa. 4 mill personal tax	7.60
Aug 1	Mrs. Mary L. Snyder Payment of income	90.00
1932 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.00
Aug 1	Mrs. Mary L. Snyder - Payment of income	90.02
1933 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.02
Aug 1	Mrs. Mary L. Snyder - " " "	90.02
1934 Feb 1	Mrs. Mary L. Snyder - Payment of income	90.02
Aug 2	Mrs. Mary L. Snyder - Payment of income	90.02
1935 Feb 20	Mrs. Mary L. Snyder - Payment of income	90.00
Apr 3	W.R. Gallagher, Pro - Filing acct *	8.00
	Pet. for discharge	2.50
	Cert. copy O. of C	1.00
	Filing receipt	1.00
		12.50
Apr 3	County Natl Bank of Cfd - 3% commission	
	on Income collected 1/31/31, to 4/3/35	23.92
		2,539.42

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Summary:-

Principal Account Debits	4,150.00	
Principal Account Credits	183.00	$ 3,967.00
Income Account Debits	2,572.92	
Income Account Credits	2,539.42	33.50
		$ 4,000.50

Assets in Hand of Trustee making up Principal Balance of $ 3,967.00:

$ 2.000 New York Central Lines Equip Trust 5's	2,000.00	
$ 2.000 Penna Power & Light Co 1st Mtge 4½'s due 1981	1,960.00	
Cash balance	7.00	$ 3,967.00

Assets in Hands of Trustee making up Income Balance of $ 33.50:

Cash Balance	33.50
	$ 4,000.50

April 12, 1935, Motion and Order of Court filed

And now, Apr 12, 1935, upon consideration of the within motion, it is ordered and decreed that service of Bill in Equity and all other process in the above entitled action upon defendant, Mary L Snyder, residing out of the Commonwealth of Pennsylvania be made by service of said process upon her by an adult person by handing to said defendant a copy of said process or by leaving a copy of said process at the residence of the said defendant with an adult member of her family or by leaving a copy of said process at the place of business of said defendant with an adult employee or agent, in each case making known the contents thereof, said service to be made within 15 days from the issuance of any process or the filing of any bill, and such process to be made returnable 15 days from the date of service thereof, except in the case of an original bill, in which instance the deft must file an appearance within 15 days and an answer within 30 days after service thereof. Return of service shall be made by the party serving said bill or process, by an affidavit stating the manner in which said service was made, in conformity with this order such affidavit shall be taken before a Notary Public, the existence of whose commission shall be verified by the certificate of the County Clerk or other proper officer within whose jurisdiction said Notary Public resides.

By the Court, W. Wallace Smith, P.J.

Now Apr 16 1935 Service of writ accepted on behalf of County Natl Bank at Clearfield Co Admr. de bonis non of Est of S.S Davis and appearance is hereby directed to be entered for said administrator, Leveright & Smith

Attys for admr D.B.N. Est of S.S Davis

Aprie 22 1935 Affidavit of service filed served Bill in Equity upon Mary L. Snyder on aprie 16 1935 by leaving a copy of said Bill in Equity at the residence of Mary L. Snyder at 603 Lumiere St, Akron Ohio with Margery Lewis an adult member of her family and making known unto her the contents thereof so avis Carl D. Sheppard Summit Co State of Ohio

And Now, May 3 1935 Comes the Pff by his Counsel Edw J Thompson and moves the Court for Judgment pro Confesso, it appearing that all parties in interest have been served with proces and either no appearance has been entered by any of the said parties, or Consent to a Decree Pro Confesso has been stated Edw J Thompson Pff atty

Now May 3, 1935 Judgment Pro Confesso Entered against Defts by leave of Court.

W. R. Gallagher, Prothy

May 3, 1935, Order of Court filed

Now, May 3, 1935, it is hereby ordered, adjudged and decreed as follows:

The County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof is hereby discharged from all the duties and liabilities of any kind whatsoever arising out of the administration of a certain trust created by trust indenture executed Jan. 20, 1923, between S. S. Davis, settlor and the County National Bank of Clearfield, Pa., trustee and any bond or other obligations posted to secure the faithful performance of any duties connected with the said trust is hereby released.

The County National Bank at Clearfield, Pa. is hereby appointed successor trustee.

The account of the said County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof, filed herein is hereby approved and confirmed absolutely and Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to turn over to the successor trustee all moneys and properties of the said estate in accordance with the terms of the said account, corrected and adjusted as per the terms of this order and decree.

Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa., is authorized and directed to pay the sum of $30.20 for costs connected with the institution of this action, service of process and other expenses of said proceedings.

Upon turning over the assets of said estate to the successor trustee, in conformity with the terms of this order and decree, all duties, liabilities and responsibilities of the said County National Bank of Clearfield and/or Joshua L. Foster, Receiver thereof, shall immediately cease.

By the Court, W. Wallace Smith, P.J.

Sept 19, 1936, Receipts filed

May 16, 1935, Received from Joshua L. Foster, Recvr of the County Natl Bank of Clearfield, Pa., Trustee for S. S. Davis and Mary L. Snyder the following items of securities:

Bonds:

$1000 N.Y.L. Equipment Trust 5's due 1936
1000 N.Y.L. Equipment Trust 5's due 1935
2000 Penna Power & Light Co. 4½'s

The County Natl Bank at Clearfield, Successor Trustee for S. S. Davis & Mary L. Snyder
E. M. Henry, Trust Officer

Sept. 18, 1936, Rec'd from Joshua L. Foster, Recvr of The County Natl Bank of Clearfield, Pa., Trustee for Dr. S. S. Davis and Mrs. Mary L. Snyder, the following assets:

Cash:

Principal cash as shown by 1st & Final Acct		$ 7.00
Income cash as shown by 1st & Final Acct	$ 33.50	
Less Income Disbursements made since filing of 1st & Final Acct:		
May 3, 1935, Edw. J. Thompson, atty.—Costs in connection with service of Process	5.70	
July 25, 1935, W. R. Gallagher, Prothy.—Service of Process	2.50	
	8.20	
	25.30	
		$ 32.30

The County Natl Bank at Clearfield, Successor Trustee
E. M. Henry, Trust Officer

May Term, 1935

Arnold & Chaplin	Curwensville National Bank	Apr. 10, 1935, Bill in Equity, filed, Wherein your Orator avers and prays:
		That the Court compel the parties named
	8	as defendants herein, to wit: Eugene Pyne, Joe
		Callahan and John J. Boyle, individually and as
		partners, trading as Pyne Coal Company, to
		interplead, and to assert and defend such claims
	Eugene Pyne, Joe	as each or any of them may have against said
	Callahan and John	fund.
	J. Boyle, individually	That your Orator be awarded out of said
	and as partners	fund an attorney's fee in reasonable amount.
	trading as	That the costs of said proceeding and
	Pyne Coal Company	the interpleader issue awarded thereon be
		assessed against said fund.
		Lastly, that upon paying the amount
Pro	2.50	of said bank balance, to-wit: Four hundred
Shff	9.10	eighty-seven and 55/100 (487.55) Dollars, into the
Pro sic	1.00	Clerk of this Court, that said Bank be released
	12.60	from liability to any and all the defendants
		named herein.
		Attys. for Plff.
May 28 1935 Rec of Plff		Now, Apr. 10, 1935, Service accepted by 3 copies for
Ck for all costs 12.60		Eugene Pyne, John J. Boyle and the Pyne Coal Co.
W. R. Gallagher Pro		William C. Chase, Atty for Eugene Pyne, John J. Boyle,
		and Pyne Coal Co.
		Now, Apr. 10, 1935, served the within Bill in
		Equity on Joe Callahan one of the within named
		defendants by handing to and leaving with an
		adult member, being his son, 3 certified copies
		of the within, at his home in Helvetia, and
		making known unto him the contents thereof.
		So answers, Clarence H. Ammerman, Shff.

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and expenses of the proceeding, the Special Master shall report to the Court the amount of such deficiency. In respect of such deficiency the plaintiff shall have the right to proceed as is prescribed by the pertinent statutes of the Commonwealth of Penna. and by the contract of the mortgage involved in this cause. Procedure in respect to any deficiency, or any proposed deficiency judgment, shall be subject to further order of the court.

17. M. H. Hartzfeld, herein appointed Special Master to make sale, shall make report thereof to the Court on June 27, 1936, with schedule of distribution of the proceeds of said sale.

18. Said report shall be confirmed nisi upon its presentation and absolute if no exceptions are filed thereto within 4 days. Provided, however, that any schedule of distribution and account of the Special Master shall not be confirmed until the same has been advertised for a period of three weeks in one newspaper of general circulation in Du Bois City, Pa., and notice has been given to any parties interested at least 15 days' prior to the date on which application shall be made to the Court for confirmation thereof. If no exceptions are filed thereto after advertising and notice as herein directed, and due proof is made showing compliance with the foregoing requirements, the account shall be confirmed.

19. Anything hereinbefore to the contrary thereof, no sale of the property by the Special Master shall be confirmed until the purchaser shall have made satisfactory arrangements with the Special Master to discharge the payments set forth in section 12 (a) of this decree; and the Special Master shall have so reported in writing to the Court.

20. M. H. Hartzfeld, Special Master herein appointed to make sale of the property of the defendant, shall file bond in the sum of $500.00 to be approved by the Court, for his faithful compliance with the duties of trust herein imposed upon him.

By the Court, W. Wallace Smith, P. J.

May 14, 1936 Final Decree entered

W. R. Gallagher, Pro

May 15, 1936 Notice of entry of Final Decree sent by Registered Mail to Du Bois Industrial Corporation with postage paid and Return Receipt requested.

May 18, 1936 Return Receipt filed signed by J. W. Schoch

May 18, 1936 Bond in the sum of 500 filed by M. H. Hartzfeld Special Master.

June 26, 1936, Return of Sale and Order of Court filed.

Return of Sale:— M. H. Hartzfeld, Special Master appointed under order of your honorable Court on May 14, 1936, to make sale of the property, real, personal and mixed, of the Du Bois Industrial Corporation, makes return of the sale of the aforesaid property as follows:

The sale was advertised, as provided in the said order of Court, by posting twelve handbills, one of which was placed on the premises and the others in and about the vicinity thereof, within the city of Du Bois, Clearfield County, Pa., and return thereof hereto attached.

Said sale was advertised once a week for four weeks in the Du Bois Morning Courier, as will appear from copy of advertisement and affidavit hereto attached.

The Special Master notified the Department of Revenue of the Commonwealth of Pennsylvania, in writing, on the 16th day of May, 1936, of the time and place of said sale and names of all parties involved therein, as required by the Act of April 9, 1929, P. L. 343, Article IV, Section 1402.

Continued on Page 79

May Term 1935

Edw J Thompson	Joshua L Foster, Recvr of the County National Bank of Clearfield, Pa.	April 12, 1935 Bill in Equity filed. Wherein the Plaintiff needs equitable relief and prays as follows: To approve and confirm the final account of plaintiff annexed hereto and marked Exhibit A.
Apr 12	9	To discharge the plaintiff from all the duties and liabilities of its said trust and to release any bond or other obligation filed to secure the faithful performance of its duties.
	Mary L Snyder	To appoint a successor trustee and to
Pro		authorize and direct the plaintiff, upon approval,
Pro acct	12.00	confirmation and discharge to turn over all
Pro subpoena	2.50	moneys and properties in said trust to such
Pro copy	1.00	successor trustee.
"	2.00	To make such further order as justice
	Cd By Pelff 5/16/35 17.50	and equity may require.
		Edw J Thompson
		Solicitor for Plaintiff

Joshua L Foster, Receiver of The County National Bank of Clearfield, Trustee for Mary L Snyder U/A with heirs of S S Davis, deceased, namely: James C. Davis, William S. Davis, Elizabeth Morrison, C A Davis, John M Davis, Jennie Bickett, and Cora M Davis, files for it this First and Final Account as follows:

Principal Account

The Accountant Charges itself:

1931 Jan 7	S S Davis Estate - Trust Agreement		$ 10,000.00
	Gains by sales & Conversion of Assets:		
May 2	Proceeds of sale $1,000.00 Northern States Power Co 6's - Sale Price	$ 1,050.00	
	Appraised Value	1,045.00	5.00
			$ 10,005.00

The Accountant credits itself:

1931 Jan 7	County Natl Bank - On account commission on Principal Account	$ 135.00
1935 Apr 8	County Natl Bank - Bal commission on Principal Account	15.00
		150.00

Income Account

The Accountant Charges itself:

1931 Feb 2	Orange & Rockland Electric Co - Cpns	$ 25.00	
	Less accrued interest paid	21.67	3.33
Feb 25	Mississippi Power & Light Co - Coupons	25.00	
	Less accrued interest paid	17.50	7.50
Feb 25	Portland General Electric Co - Coupons	22.50	
	Less accrued interest paid	15.75	6.75
Mar 31	Boro of Ridgway - Coupons		23.33
May 2	Northern States Power Co - Coupons		19.00
May 28	Illinois Power & Light Co - Coupons		20.00
May 28	Minnesota Power & Light Co - Coupons		20.00
Jul 1	Cleveland, Cincinnati, Chicago & St Louis RR Co -	25.00	
	Less accrued interest paid	.83	24.17
Jul 1	Union Pacific Railroad Co - Coupons	20.00	
	Less accrued interest paid	.67	19.33
Jul 28	Orange & Rockland Electric Co - Coupons		25.00

Aug 29	Missippi Power Co - Coupons	25.00	
Aug 29	Portland General Electric Co - Coupons	22.50	
Sep 29	Northern States Power Co - Coupons	22.50	
	Less accrued interest paid	5.50	17.00
Sep 29	Ridgway Boro. Bond - Coupons		50.00
Oct 15	Orange & Rockland Electric Co - Refund Pa 4 Mill Tax		3.80
Oct 19	Minnesota Power & Light Co - Refund Pa 4 mill tax		3.80
Oct 19	Illinois Power & Light Co - Refund Pa 4 mill tax		3.80
Oct 21	Standard Gas & Electric Co - Refund Penna 4 Mill tax on Northern States Power Bonds		3.80
Nov 9	Central Public Service Corp - Refund Penna 4 mill tax on Portland Gen Elec Co Bonds		3.80
Nov 27	Illinois Power & Light Co - Coupons		25.00
Nov 27	Minnesota Power & Light Co - Coupons		25.00
Dec 29	Cleveland, Cincinnati, Chicago & St Louis R.R. Co		25.00
Dec 29	Union Pacific Railroad Co - Coupons		20.00
1932 Jan 21	Orange & Rockland Electric Co - Coupons		25.00
Mar 2	Missippi Power Co - Coupons		25.00
Mar 2	Portland General Electric Co - Coupons		22.50
Mar 29	Northern States Power Co - Coupons		22.50
Mar 28	Ridgway Borough Bond - Coupons		50.00
June 3	Illinois Power & Light Co - Coupons		25.00
June 3	Minnesota Power & Light Co - Coupons		25.00
June 23	Cleveland, Cincinnati, Chicago & St Louis - Cpns		25.00
June 23	Union Pacific Railroad Co - Coupons		20.00
Jul 26	Orange & Rockland Electric Co - Coupons		25.00
Aug 30	Missippi Power Co - Coupons due 9/1/32		25.00
Aug 30	Portland General Electric Co - Coupons		22.50
Sep 28	Northern States Power Co - Coupons		22.50
Sep 28	Ridgway Boro. Bond - Coupons		50.00
Nov 28	Illinois Power & Light Co - Coupons		25.00
Nov 28	Minnesota Power & Light Co - Coupons		25.00
Nov 28	Orange & Rockland Electric Co - Refund 4 mill tax		3.19
Dec 3	Comwth & Southern Corp - Refund 4 mill tax on Mississippi Power Co Bond		2.26
Dec 5	Illinois Power & Light Co - Refund 4 mill tax		2.91
Dec 10	Portland Gen Elec Co - Refund Pa 4 Mill tax on bond		2.22
Dec 10	Minn Power & Light Co - " " " " " "		3.23
Dec 20	Standard Gas & Electric Co - Refund Pa 4 Mill Tax on Northern States Power Co Bond		3.16
Dec 24	Co Natl Bank - interest on average daily bal		2.50
Dec 29	Cleveland, Cincinnati, Chicago & St Louis R.R. Co		25.00
Dec 29	Union Pacific Railroad Co - Coupons		20.00
1933 Jan 30	Orange & Rockland Electric Co - Coupons		25.00
Mar 1	Mississippi Power Co - Coupons		25.00
Mar 1	Portland General Electric Co - Coupons		22.50
Apr 3	Ridgway Boro Bond - Coupons		50.00
Apr 17	Northern States Power Co - Coupons		22.50
May 29	Illinois Power & Light Co - Coupons		25.00
May 29	Minnesota Power & Light Co - Coupons		25.00
June 27	Chicago, Cincinnati, Cleveland & St Louis R.R. Co		25.00
Jun 27	Union Pacific Railroad Co - Coupons		20.00
Aug 2	Orange & Rockland Electric Co - Coupons		25.00
Aug 30	Mississippi Power Co Bond - Coupons		25.00
Aug 30	Portland General Electric Co - Coupons		22.50
Oct 6	Northern States Power Co - Coupons		22.50
Oct 6	Ridgway Boro. Bond - Coupons		50.00
Dec 7	Illinois Power & Light Co - Coupons		25.00
Dec 7	Minnesota Power & Light Co - Coupons		25.00
Dec 29	Orange & Rockland Electric Co - Refund 4 mill tax		3.76
Dec 29	Minnesota Power & Light Co - Refund 4 mill tax		3.04
1934 Jan 8	Illinois Power & Light Corp - Refund Pa 4 mill tax		1.36
Jan 8	Comwth & Southern Co - Refund Pa 4 mill tax on Mississippi Power Co Bond		2.40
Jan 8	Cleveland, Chicago, Cincinnati & St Louis R.R. Co - Cpns		25.00
Jan 8	Union Pacific Railroad Co - Coupons		20.00
Jan 16	Portland Gen. Elec. Co - Refund Pa 4 Mill tax		2.38
Jan 16	Standard Gas & Electric Co - Refund Pa 4 mill tax on Northern States Power Co Bond		3.59
Jan 30	Orange & Rockland Electric Co - Coupons		25.00
Feb 27	Portland General Electric Co - Coupons		22.50
Feb 27	Mississippi Power Co - Coupons		25.00
Mar 29	Northern States Power Co - Coupons		22.50
Mar 29	Ridgway Boro. Bond - Coupons		50.00
June 5	Minnesota Power & Light Co - Coupons		25.00
June 30	Cleveland, Cincinnati, Chicago & St Louis R.R. - Cpns		25.00
June 30	Union Pacific Railroad Co - Coupons		20.00
Aug 4	Orange & Rockland Electric Co - Coupons		25.00
Sep 1	Mississippi Power Co - Coupons		25.00
Sep 1	Portland General Electric Co - Coupons		22.50
Sep 27	Northern States Power Co - Coupons		22.50
Sep 27	Ridgway Boro. Bond - Coupons		50.00
Nov 30	Illinois Power & Light Co - Coupons		25.00
Nov 30	Minnesota Power & Light Co - Coupons		25.00
Dec 14	Orange & Rockland Elec Co - Refund Pa 4 Mill tax		3.12
Dec 14	Minn Power & Light Co - Refund Pa 4 mill tax		2.24
Dec 26	Standard Gas & Elec Co - Refund Pa 4 Mill on Northern States Power Co Bond		1.90
Dec 31	Portland Gen Elec Co - Refund Pa 4 mill tax		1.52
Dec 31	Cleveland, Cincinnati, Chicago & St Louis R.R. Co - Cpns		25.00
Dec 31	Union Pacific Railroad Co - Coupons		20.00
1935 Feb 15	Orange & Rockland Electric Co - Coupons		25.00
Feb 28	Mississippi Power Co - Coupons		25.00
Mar 29	Northern States Power Co		22.50
Mar 29	Ridgway Boro. Bond - Coupons		50.00
		8	2,005.19

The Accountant credits itself:

1931 Mar 9	Reserve Acct for taxes - Pa 4 mill personal tax 1931	30.40
Jul 1	Co Natl Bank - Com on Income collected to date	3.23
Jul 1	Mary L. Snyder - Income collected to date	104.28
1932 Jan 2	Mary L. Snyder - Semi-annual payment of Income	229.00
Jan 2	Co Natl Bank - Com on Income collected to date	14.40
Mar 21	Reserve Acct for taxes - Pa 4 mill personal tax 1931	24.22
Jul 1	Mary L. Snyder - Net Income collected to date	199.23
Jul 26	Co Natl Bank - Com on Income collected to date	12.02
1933 Jan 5	Mary L. Snyder - Semi annual payment of Income	229.02
Jan 25	Reserve Acct for taxes - Pa 4 mill personal tax	23.08
Jul 1	Mary L. Snyder - Semi-annual payment of income	229.02
Jul 1	Co Natl Bank - Com on Income collected to date	24.99
1934 Jan 1	Mary L. Snyder - Semi annual payment of income	229.02

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Jan. 1	Co. Natl.	Bank - Com. on Income collected to date	13.62	
Jun. 29	Mary L.	Snyder - Semi-annual payment of income	224.20	
Sep. 8	Reserve	Acct. for taxes - Pa. 4 mill property tax	19.11	
1935 Jan. 22	Mary L.	Snyder - Semi-annual payment of Income	224.20	
Mar. 14	Reserve	Acct. for taxes - Pa. 4 Mill tax 1935	24.44	
Apr. 9	Co. Natl.	Bank - Com. on Income col. 11/1/34 to 4/8/35	33.35	
Apr. 9	W. R. Gallagher	Pro. Filing Acct.	12.00	
		Pet. & Order for Discy.	2.50	
		Filing receipt	1.00	15.50
Apr. 9	Edw. J. Thompson, atty.	Examination of acct. for Rect. and preparing & presenting petition for discharge	75.00	
			# 1,981.33	

Assets in Hands of Trustee making up Principal Balance of $9,855.00:

$ 2000	Ridgway Boro 5's of 1937	$ 2,000.00
1000	Cleveland, Cincinnati, Chicago & St. Louis Rwy. Co. Ref. Mtge. 5% Bond due 1963	1,042.50
1000	Union Pacific Railroad Co. 1st Mtge. 4% Bond due 1947	985.00
1000	Illinois Power & Light Corp. 1st Mtge. 5% Bond due 1956	955.00
1000	Minnesota Power & Light Co. 1st Mtge. 5% Bond due 1945	1,017.50
1000	Mississippi Power Co. 1st Mtge. 5% Bond due 1955	950.00
1000	Orange & Rockland Electric Co. 1st Mtge. 5% Bond due 1958	1,000.00
1000	Portland General Electric Co. 1st Mtge. 4½% Bond due 1960	870.00
1000	Northern States Power Co. Ref. Mtge. 4½% Bond due 1961	987.50
	Cash balance	47.50
		9,855.00

Summary

Principal Account Debits	10,005.00	
Principal Account Credits	150.00	9,855.00
Income Account Debits	2,005.19	
Income Account Credits	1,981.33	23.86
		9,878.86

Assets in Hands of Trustee making up Income Balance of $23.86:

Cash Balance	23.86
	# 9,878.86

April 12, 1935, Motion and Order of Court filed

And now, Apr. 12, 1935, upon consideration of the within motion, it is ordered and decreed that service of Bill in Equity and all other process in the above entitled action upon defendant, Mary L. Snyder, residing out of the Commonwealth of Pennsylvania be made by service of said process upon her by an adult person by handing to said defendant a copy of said process or by leaving a copy of said process at the residence of the said defendant with an adult member of her family or by leaving a copy of said process at the place of business of said defendant with an adult employee or agent, in each case making known the contents thereof, said service to be made within 15 days from the issuance of any process or the filing of any bill, and such process to be made returnable 15 days from the date of service thereof, except in the case of an original bill, in which instance the defendant must file an appearance within 15 days and an answer within 30 days after service thereof. Return of service shall be made by the party serving said bill or process, by an affidavit stating the manner in which said service was made, in conformity with this order. Such affidavit shall be taken before a Notary Public, the existence of whose commission shall be verified by the certificate of the County Clerk or other proper office within whose jurisdiction said Notary Public resides.

By the Court, W. Wallace Smith, P.J.

Apr. 22 1935 affidavit of service filed. Served Bill in Equity on Apr. 16 1935 on Mary L. Snyder at her residence at 603 Lumaire St. Akron Ohio by leaving a copy with Margery Lewis, an adult member of her family and making known unto her the contents thereof. So says Carl D. Sheppard, Summit County State of Ohio.

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And Now May 3, 1935 Comes the Peff by his Counsel Edw. J. Thompson and Moves for Judgment Pro Confesso, all parties in interest having been served and No appearance having been entered by any of said parties within fifteen days thereafter Judgment Pro Confesso is hereby directed to be entered By the Court

Now May 3, 1935 Judgment Pro Confesso is entered against the Defts

W. R. Gallagher Pro

May 3, 1935, Order of Court filed

Now, May 3, 1935, it is hereby ordered, adjudged and decreed as follows:

The County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Reciver thereof is hereby discharged from all the duties of a certain trust created by trust indenture executed December 30, 1930 between James C. Davis, William S. Davis, Elizabeth Morrison, C. A. Davis, John M. Davis, Jennie Bickett, and Cora M. Davis, settlors and the County National Bank of Clearfield, Pa. trustee, and any bond or other obligation posted to secure the faithful performance of any duties connected with the said trust is hereby released.

The County National Bank at Clearfield, Pa., is hereby appointed successor trustee.

The final account of the administration of the said trust filed herein is hereby approved and confirmed absolutely and Joshua L. Foster, Reciver of the County National Bank of Clearfield, Pa. is hereby authorized and directed to turn over to the successor trustee all moneys and properties of the said estate in accordance with the terms of said account, corrected and adjusted as per the terms of this order and judgment.

Joshua L. Foster, Reciver of the County National Bank of Clearfield is authorized and directed to pay the sum of $24.70 for costs connected with the institution of this action, service of process and other expenses connected with the said proceedings.

Upon turning over the assets of the said estate to the successor trustee, in conformity with the terms of this order, and decree, all duties, liabilities and responsibilities of the said County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Reciver thereof shall immediately cease.

By the Court, W. Wallace Smith, P. J.

May 16, 1936, Received from Joshua L. Foster, Recvr. of the County Natl Bank of Clearfield, Pa. Trustee for Mary L. Snyder under Agreement created by James C. Davis, William S. Davis, Elizabeth Morrison, C. A. Davis, John M. Davis, Jennie Bickett and Cora M. Davis by indenture dated Dec. 31, 1930 the following items of Securities:

Bonds:

$2000 Ridgway Borough 5's of 1937
1000 Cleveland, Cincinnati, Chicago & St. Louis Rwy. Co. Ref. Mtge. 5% due 1963
1000 Union Pacific R.R. Co. 1st Mtge 4% Bond due 1947
1000 Ill. Power & Light Co. 1st Mtge 5% Bond due 1956
1000 Minnesota Power & Light Co. 1st Mtge 5% bond due 1955
1000 Miss. Power Co. 1st Mtge 5% bond due 1955
1000 Orange & Rockland Elec. Co. 1st Mtge 5% Bond due 1958
1000 Portland Gen. Elec. Co. 1st Mtge 4½% Bond due 1960
1000 Northern States Pwr. Co. Ref. Mtge 4½% bond 1961

The County National Bank at Clearfield, Successor Trustee for Mary L. Snyder. E. M. Henry, Trust Officer

July 13, 1936, Received from Joshua L. Foster, Reciver of the County Natl Bank of Clearfield, Pa., Trustee for Mary L. Snyder under Agreement created by James C. Davis, Wm. S. Davis, Elizabeth Morrison, C. A. Davis, John M. Davis, Jennie Bickett and Cora M. Davis by indenture dated Dec. 31, 1930, the following assets:

Cash:

Principal cash as shown by First & Final account	47.50	
Income cash as shown by First & Final Account	23.86	71.36
Less Income disbursements made since filing First & Final Account, as follows:		
May 3, 1935 - Edw. J. Thompson, atty extra territorial services & Costs	7.70	
May 16, 1935 - W. R. Gallagher, Pro. cert. copy of Petition & Order	2.00	9.70
		$ 61.66

The County Natl Bank at Clearfield, Successor Trustee for Mary L. Snyder, By E. M. Henry, Trust Officer

May Term 1935

B + B — The Commwath Coal Company
J. K. Neuling
Apr. 23 — 10
L + S. — Leonard Smith
W. Albert Ramsey — Alex C. Spangler
tax Collector et al.

Cro. 2.50
sff 10.90
sff 9.70
Cro. 1.75
" 1.00
" .50
" .50
" .50
" .50
" .50
" .50
1.00
30.35

Bill in Equity Filed Apr. 23-1935
Praying as follows
a - That the aforesaid tax sale of the property of your orator by Alex C. Spangler to Leonard Smith held April 11-1935 be decreed to not vest any right or title to any of said "T" iron rails.
b - That the Defendants and any person & persons acting under them or any of them be enjoined preliminarily now and perpetually hereafter from removing the mine rails, the subject of said illegal sale from their place in the mine railroads and tramroads of Commwath no. 4 Colliery operation or the property of your orator, and from asserting any other claim or property right in and to the said rails.
c - That the Defendants be directed to return the property of your orator, to wit, said mine rails, to their original place and position in said mine railroads or tramroads.
d - That for such "T" mine rails as have been torn loose from said mine railroads and tramroads at Commwath no. 4 mine by the defendant as cannot be returned and put in place, the the quantity & value thereof in place, to wit, $40.00 per ton be ascertained and decreed to be paid by the Defendants to the Plaintiff.
e - That your orator be decreed its just and reasonable costs in this behalf.
And your orator will ever pray
Commwath Coal Co. By its Attys
Harry Boulton, James K. Neuling.

Nov. 2 1936 Recd of Walter Swope Trustee Above Costs 30.35 W.P.Gallagher

Now April 23-1935 - the within Bill of Complaint presented, read & considered and upon Motion of James K. Neuling & Harold J. Boulton a rule is granted on the Defendants to show cause why an injunction should not issue as prayed for. Ret. Sat. Apr. 27-1935 at 10:00 a.m. Service to be made on the agents & Servants of defendants.
B. Wallace Smith P.J.
2 copies of Bill & Rule issued to Sheff.
April 24-1935 - Served Rule & Order of Court & Bill in Equity personally by 3 copies on Leonard Smith. April 25 - Served Rule, Order of Court & Bill in Equity personally by 3 copies on Alex C. Spangler. 50 Cts. C. H. Ammerman Sheff.
Now April 26 - 1935 the Bill in Equity and the Injunction affidavit of the President of the Coal Corp. having been presented and after notice to Defts Counsel having been considered it is ordered & decreed that an injunction be and the same is hereby directed to Alex C. Spangler & Leonard Smith, defendants named in said Bill in Equity, and the said Alex C. Spangler & Leonard Smith, defendants above named and their agents employees and servants are hereby restrained and enjoined from tearing up and re-

moving the steel rails from the mine railroads and tramroads in and about Carnwath no 4 mine in Knox Twp. Clfd. Co. Pa. as described in said Bill in Equity and the Defendants, their agents, employees and servants and each of them are hereby enjoined and restrained from any acts or trespasses on the said Carnwath No. 4 Colliery premises & lands. 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 within five days from the date thereof. Bond security in the sum of $1000.00 shall be entered before the injunction issues. Hearing to be held Sat. May 4 - 1935 at 10.00 A.M. By the Court. W. Wallace Smith.

Injunction issued to Shff. Apr. 26-1935 -- Bond having been filed in sum of $1000.00 with R. H. Sommerville, James Gray and Aetna Casualty & Surety Co. as Sureties and approved By the Court

April 27 - 1935 served the within writ of Injunction upon Alex P. Spangler and Leonard Smith by handing to each of them personally a true attested copy of same and making known unto each of them the contents thereof. So ans. C. H. Ammerman Shff.

Apr 29 - 1935 Motion for Continuance of Injunction filed - Jas K. Neviling

April 29 - 1935 Motion Considered & Court fixes May 4 - 1935 at 10.00 A.M. for hearing testimony & argument on motion. W. Wallace Smith P.J.

April 30 - 1935 Motion for Continuance of Preliminary Injunction filed by J. K. Neviling. Now April 30 - 1935 Motion Considered & preliminary injunction granted in above case & continued pending hearing of testimony & argument on motion on May 4 - 1935 at 10. A.M. as fixed by the Court. Bond to be continued in force. By the Ct. W. Wallace Smith P.J.

April 30 - 1935 - Liveright & Smith Enter Appearance for Leonard Smith

May 4, 1935 Motion to Dissolve filed in open Court by W. Albert Rainey atty for Alex P. Spangler, and May 4, 1935 Service accepted by Boulton & Boulton & James K. Neviling attys for Peff's.

May 4, 1935 Motion for Dissolution of Injunction filed in Open Court May 4, 1935 by Liveright & Smith attys for Leonard Smith and May 4, 1935 Service accepted by Boulton & Boulton attys for Peff.

May 4, 1935 Continued until June Argt Court

May 9, 1935 By paper filed W. Albert Rainey atty enters his appearance for Alex P. Spangler.

May 23 - 1935 Preliminary objections of A. P. Spangler to Bill in Equity filed by W. A. Rainey - May 23 - 1935 Service accepted by copy J. K. Neviling.

May 23, 1935 Preliminary objections of Leonard Smith to Bill in Equity filed

Now May 27, 1935 service of within Preliminary objections accepted by copy James K. Neviling of Counsel for Carnwath Coal Co.

June 3 - 1935 Amended Bill in Equity filed by Boulton & Boulton

June 10 - 1935 Service of within accepted by copy without praejudice or waiving anything in connection therewith - Liveright & Smith atty for L. Smith

July 6 - 1935 Preliminary objections of Leonard Smith to amended bill filed.

July 11 - 1935 - Service accepted - Harry Boulton

Dec 24, 1935 Opinion filed

Now Dec 24, 1935 for the reasons hereinabove stated, the preliminary objections to the Bill in Equity are dismissed and the Deft is required to file an answer to the averments of the Bill within fifteen days from the date hereof. Exception noted and Bill sealed to the Deft

By the Court. W. Wallace Smith P.J.

Jan 13, 1936 Answer of Leonard Smith, remaing Deft named in the above proceeding to the Bill and amended Bill of the Peff.

Jan 13, 1936 Service of within answer accepted by copy. Jas. K. Neviling of Counsel for Peff.

May Term, 1935.

Edw J Thompson	Joshua L Foster, Receiver of the County National Bank of Clearfield, Penna.	May 3, 1935, Bill of Complaint filed. Wherein your petitioner is in need of equitable relief and prays as follows: To make an order discharging the County National Bank of Clearfield, Pa., and/or Joshua L Foster, Receiver thereof from any and all liabilities and duties in connection with the said trust. To appoint a successor trustee to
May 3	"	
T + S.	Franklin A. Orcutt	administer the said trust under all the terms and conditions set forth in the agreement creating the said trust. To make an order authorizing
Pro	2.50	
"	1.50	Joshua L Foster, Receiver of the County
"	1.00	National Bank of Clearfield, Pa., to turn over
"	1.00	to such successor trustee as the Court shall
"	50	appoint all moneys and/or properties of the
"	1.00	said trust as set forth in the said account
St to Neff 3-16-40	Bd. 3-21-40 7.50	heretofore filed.
	By Co. Natl Bank at Clfd.	Joshua L Foster
		June 3-1935 Franklin Orcutt acknowledges receipt of copy of Bill in Equity by Copy filed
		July 5-1935 Petition for judgment pro confesso. filed by Edw J Thompson
		July 8-1935 It is ordered adjudged & decreed as follows: 1 - Judgment Pro Confesso in the above case is entered for the Plaintiff & against the Defts. 2 - The Co. Natl. Bank of Clfd. Pa. &/or Joshua L. Foster Rec. thereof is discharged from all duties & responsibilities of every kind in connection with the said trusteeship and any bond or other obligation posted to secure the faithful performance of the said duties is hereby released.
		3 - Joshua L. Foster Receiver of the Co. Natl Bank of Clearfield Pa. is authorized & directed to expend the additional sum of $40.00 for attorney's fees in connection with this proceeding.
		4 - The Co. Natl. Bank at Clfd. Pa. is hereby appointed Successor Trustee under all the terms & conditions of the agreement of trust dated the 22nd day of June 1931
		5 - J. L. Foster Rec. of the Co. Natl. Bank of Clfd. Pa. is authorized & directed to turn over to the Co. Natl. Bank at Clfd Pa all moneys & properties of said trust in accordance with the final account confirmed as per the terms of this order.
		By the Court. (S) Wallace Smith P.J.
		Judgment Pro Confesso in favor of Pltf. & against the Defendant
		W. R. Gallagher Pro.

Jan. 25, 1937, Receipts Filed.

Received from Joshua I. Foster, Receiver of the County National Bank of Clearfield, Pa., Trustee for Franklin A. Arcutt Under Agreement dated June 22, 1931 the following Assets

Cash:

Principal cash as shown by First & Final account $228.23
Plus payments received on participation in Mortgage of Floyd G. Wilson et ux as shown per attached Schedule "A" 200.00
$428.23

Less: Income cash overdrawn as shown by First & Final account $161.84
Excess disbursements made since filing First & Final Account as shown per attached Schedule "A" $185.85
$347.69
$80.54

Mortgages:

$5765.00 mortgage of H. F. Wallace & Minnie B. Wallace dated Feb. 4, 1926 due Feb 4, 1931 for $5765.00 $5765.00
(Int paid to 3/4/35: Payments on account interest $83.52)

$1900.00 participation in mortgage of A. M. Woodward & Mrs I. E. Woodward dated April 16, 1926 due 4/16/1927 for $3800.00 $1900.00
(Int. paid to 2/15/36: payment on account interest $8.50)

$8000.00 participation in Mortgage of Horace W. Illegal, Walter J. Illegal & John A. I. Illegal dated May 6, 1922 due May 6, 1925 for $20,000.00. $8000.00
(Int. paid to 5/6/35: payment on account interest $96.07)

$866.67 participation in Mortgage of Henry D. Turner dated Aug. 12, 1927 due Aug. 12, 1928 for $3000.00 reduced by payments to $2600.00. (Int paid to 5/12/33) $866.67

$1300.00 participation in mortgage of Floyd G. Wilson & Iva M Wilson dated June 12, 1930 due June 12, 1933 for $2700.00 reduced by payments to $2400.00 $1300.00
(Int. paid to 12/12/36)

Signed County National Bank at Clearfield, Successor Trustee for Franklin A. Arcutt
By E. M. Henry, Trust Officer

Schedule "A"

Income received, Disbursements made and Changes in Investment made since filing First and Final account.

Income

1/25/35 R. B. & R. I. Wallace, Trustees - Interest to 10/4/34, on Mortgage of H. F. Wallace et ux $28.83
1/25/35 H. J. Illegal & Sons Payment on account interest on Mortgage participation 60.00
2/15/35 R. B. & R. I. Wallace, Trustees - Interest to 11/4/34 on Mortgage of H. F. Wallace et ux 28.83

(Cont'd top page)

(Cont'd from bottom same page)

2/27/35 H. J. Illegal & Sons - payment on account interest on Mortgage participation $40.00
3/22/35 R. B. & R. I. Wallace, Trustees - interest to 12/4/34, on Mortgage of H. F. Wallace et ux $28.83
4/29/35 Mrs. A. M. Woodward, bal. int to 10/15/34 on Mortgage participation $21.50 - on account interest $3.50 $25.00
5/17/35 H. J. Illegal & Sons - payment on account interest on Mortgage participation $120.00
6/10/35 Floyd G. Wilson et ux - interest to 6/12/35 on Mortgage participation $45.00
7/16/35 H. J. Illegal & Sons - payment on account interest on Mortgage participation $30.00
8/15/35 A. M. Woodward et ux - payment on account interest on Mortgage participation $15.00
9/16/35 R. B. & R. I. Wallace, Trustees - interest to 3/4/35 on mortgage of H. F. Wallace et ux $86.48: payment on account interest $3.52 $90.00
11/7/35 R. B. & R. I. Wallace, Trustees, payment on account interest on Mortgage of R. F. Wallace et ux 30.00
12/7/35 R. B. & R. I. Wallace, Trustees, payment on account interest on Mortgage of R. F. Wallace et ux 50.00
12/14/35 Floyd G. Wilson et ux - interest to 12/12/35 on Mortgage participation 45.00
12/24/35 H. J. Illegal & Sons - payment on account interest on Mortgage participation 60.00
5/6/36 H. J. Illegal & Sons - Bal. interest to 5/6/35 on mortgage participation $43.93: payment on account interest $96.07 240.00
6/9/36 Floyd G. Wilson et ux - on interest to 6/12/36 on Mortgage participation 45.00
8/8/36 Mrs. A. M. Woodward - payment on account interest on Mortgage participation $8.50, bal. interest to 8/15/35 on Mortgage $76.50 85.00
11/12/36 Floyd G. Wilson et ux - interest to 12/12/36 on Mortgage participation 43.35
12/14/36 Mrs I. E. Woodward - interest to 2/15/36 on mortgage participation $48.50, payment on account int $8.50 57.00
$1,166.84

Disbursements

1934 - W. R. Gallagher, Home Owners Loan Corp. petition filed $2.52
1/14/35 - Franklin A. Arcutt - on account of income for support 75.00
2/20/35 " " " " " " " " " 35.00
3/14/35 Reserve account for taxes Pa 4 mill per. prop tax for 1935 68.52
7/1/35 Franklin A. Arcutt - on account income for support 128.50
7/12/35 Edward J. Thompson, Atty, Atty fees 40.00
12/24/35 Franklin A. Arcutt - on account income for support 125.00
1/18/36 Reserve account for taxes Pa 4 mill per. prop. tax for 1936 68.53
3/9/36 " " " " " " " " " 1935 18.03
6/1/36 Franklin A. Arcutt on account income for support 200.00
6/27/36 " " " advance on account " " " 58.25
7/10/36 " " " advance on account " " " 150.00

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(Cont'd from Page 143 - #1 May T. 1935 - Du Bois Natl Bank vs Baker Run Reserve, et a

which is found to exist in this Decree, and as above set forth.

That there has been declared a partial liquidating dividend by the Baker Run Reserve, and that there is now due and owing by the Baker Run Reserve to the holder of the ten shares issued by it in the name of W. W. Millison the sum of $1,000.00

That the said Baker Run Reserve is ordered to pay the costs in this cause as set forth in the Third Section of Paragraph One above and deduct said amount from the sum of $1,000.00 now held by it and due upon the ten shares pledged by W. W. Millison to the Du Bois National Bank.

The Baker Run Reserve is ordered and directed to pay the balance of the funds in its hands due on the ten shares issued to W. W. Millison and pledged to the Du Bois National Bank, to wit: the sum of $977.00 to the Du Bois National Bank on account of the indebtedness set forth in the First Section of Paragraph One above.

Baker Run Reserve is ordered and directed to pay all other sums falling due in the future to the said W. W. Millison by virtue of his owning ten shares thereof to the said Du Bois National Bank until all of its indebtedness is paid, and thereafter the over-plus, if any, to be paid to B. M. Osburn & Co. until all its indebtedness hereunder is paid, as above set forth.

The Du Bois National Bank is ordered and directed to credit all sums received by it by virtue of its holding thirty-four shares of stock of the Winterburn Land Company as collateral for the indebtedness set forth in the first section of Paragraph One, upon said indebtedness, and after said indebtedness is paid to continue to hold in trust said thirty-four shares of stock of the Winterburn Land Company until the indebtedness of B. M. Osburn & Company is paid, at a sum equal to the value and/or amounts thereto fore paid by the Baker Run Reserve to the holder of the ten shares issued to W. W. Millison and pledged with the Du Bois National Bank.

That W. W. Millison be and he hereby is perpetually restrained from selling or otherwise encumbering any of the said thirty-four shares of stock of the Winterburn Land Company until the indebtedness of the Du Bois National Bank and the said B. M. Osburn & Co. shall be fully paid, together with the costs of this proceeding.

That the Du Bois National Bank may sell said thirty-four shares of stock of the Winterburn Land Company held by it in pledge, upon its giving ten days' notice of such sale to the said B. M. Osburn & Co. at any time hereafter in writing.

That B. M. Osburn & Co., W. W. Millison, Baker Run Reserve, a common law trust as defined in the bill, be and they are hereby restrained from further proceeding in the action at law brought to No. 244 Sept. T. 1933, in the Court of Common Pleas of Clearfield County, Pennsylvania.

By the Court, W. Wallace Smith, P. J.

And now, July 15, 1935, received from the Baker Run Reserve the sum of Nine Hundred Seventy-seven ($977.00) Dollars in accordance with the decree of the court entered in the above matter this day.

Du Bois National Bank by L. D. McCall, Atty.

Continued from Page 89 Deposit Natl Bank vs DuBois Storage + Cartage Co No. 3 May T, 1936

described by the pertinent statutes of the Commonwealth of Pennsylvania and by the Contract of the Mortgage involved in this Cause. Procedure in respect to any deficiency or any proposed deficiency Judgment shall be subject to further Order of the Court.

D. R. Vasbinder, herein appointed Special Master to make sale, shall make report thereof to make sale, shall make report thereof to the Court on the 13th day of July 1936, with schedule of distribution of the proceeds of said sale.

Said report shall be Confirmed Ni Si upon its presentation and absolute if no exceptions are filed thereto within 4 days. Provided, however, that any schedule of distribution and account of the Special Master shall not be Confirmed until the same has been advertised for a period of three weeks in one Newspaper of general circulation in the City of DuBois, Pa. and notice has been given to any parties interested at least fifteen (15) days prior to the date on which application shall be made to the Court for confirmation thereof. If no exceptions are filed thereto after advertising and notice as herein directed, and due proof is made showing Compliance with the foregoing requirements, the account shall be Confirmed.

D. R. Vasbinder, Special Master herein appointed to make sale of the property of the defendant, shall file bond in the sum of Fifteen Thousand ($15,000.00) Dollars to be approved by the Court, for the faithful Compliance with the duties of trust herein imposed upon him. By the Court. H. Wallace Smith. P.J.

May 25 1936 Notice of Entry of Final Decree sent by Registered Mail, with Return Receipt Requested to DuBois Storage & Carting Company DuBois, Pa.

May 26 1936 Return Receipt Filed.

June 2 1936 Bond of Special Master in the sum of $15,000.00 with J. R. Caseley and H. E. Miles Surety, filed and approved by the Court. H. Wallace Smith P.J.

July 6 1936 Testimony taken at Hearing before H. Wallace Smith P.J. Dated May 25-36 filed

July 13, 1936, Special Masters Return of Sale and Report, with Decree, filed.

D. R. Vasbinder, Special Master, respectfully reports:

He was appointed Special Master by your Honorable Court on May 25, 1936, to execute the decree of your Honorable Court dated and entered on that day.

The defendant having defaulted in the payment required under paragraph No. 1 of said Decree, the Special Master did designate and fix the hour of 10:30 o'clock A.M., on July 7, 1936, as the time, and the premises of DuBois Storage & Carting Co. in DuBois City, Pa., as the place for the sale which, by said decree, he was authorized and directed to make.

A notice of the time and place, and terms of sale containing a description of the property to be sold, and referring to the said decree of your Honorable Court dated May 25, 1936, was published once a week for four successive weeks, to wit: on 2nd, 9th, 16th and 23rd days of June, 1936, in the DuBois Morning Courier, a newspaper of general circulation published in DuBois City, Pa.; and said sale was also advertised by at least twelve posters or handbills, one of which was posted in a conspicuous place on the defendant's premises; all of which was done pursuant to said decree. Hereto attached is a copy of said notice, with proof of publication thereof.

Under the authority contained in said decree and pursuant to said notice, on July 7, 1936, at 10:30 o'clock A.M., at the premises of the defendant, in DuBois City, Pa., the Special Master publicly offered the property described in the said decree for sale. At said sale the Special Master caused the notice of sale to be read in full to those in attendance. The Special Master thereupon proceeded to auction the property and, after competitive bidding, DuBois Brewing Co., a corporation organized and existing under the laws of the State of Penna., with its principal office and place of business in DuBois City, Pa., bid therefor the sum of $15,500.00, which bid was the highest bid therefor and said property

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September Term 1935

Pentz & Pentz	Clarence Rio		May 9, 1935 Bill of Complaint filed. Wherein your petitioner prays: That the partnership be terminated and
May 9	1		an accounting had between the plaintiff and the defendant. That damages be assessed against the
John C Forsyth	Rocco Greco		defendant for his conduct in terminating the partnership without means of continuing the business.
	Pro By Atty	2.50	That the defendant be compelled to
	"	.50	produce the alleged assignment and furnish the
	"	.50	plaintiff with a copy thereof and that if there
	Shff	3.50	is any assignment as alleged that the said
Deff sub	Jas Thomas Jr	1.70	assignment be cancelled.
Deff sub	Jas Thomas Jr	6.50	That the defendant be prevented from
	Shff	2.50	interfering with the plaintiff's operation of the
	Pro	.50	mine and that he be compelled to remove the
	"	.50	trespass notices and any other action or speech
	"	.50	which will prevent the peaceful operation of
Deft sub	Jas Thomas Jr	2.60	the mine by the plaintiff.
	Deft Writ Bill	86.80	That the defendant be enjoined
	Pro	1.00	from any litigation and any criminal prosecution
		110.10	arising out of or from the operation of the mine
St 1-16-36 Dft	Pro	.50	or partnership dealings between the plaintiff
2-10-36	"	.50	and defendant.
4-13-36			
	Geo R Bigler Auditor	35.00	Such other orders and relief as may
	Du Bois Courier	6.20	be proper under the circumstances and as may
	Clfd Progress	6.30	be necessary to continue the operation of the
	Pro	1.00	mine and the freedom and liberty of the
	"	1.00	plaintiff.
		.50	And he will ever pray, etc.
		161.10	Clarence Rio
6/18/37	Pro	1.50	May 9, 1935 Service Accepted John C Forsyth
			May 20, 1935 John C. Forsyth atty enters his appearance for Rocco Greco Deft.
			May 20 1935 Answer to Bill of Complaint filed by John C Forsyth and 3 copies certified to Sheriff
			May 21, 1935 Service accepted by copy Pentz & Pentz Attys for Peff
			Now May 21 1935 writ returned as per above acceptance of service by the attys for Clarence Rio. So ans Clarence H Ammerman Shff
			June 3 1935 Replication filed 5 Copies Cert to Sheriff
			June 12 1935 Peffs Petition and Amendment to Bill in Equity Allowed By the Court W. Wallace Smith P.J and filed with service accepted by Copies John C. Forsyth Atty for Greco.
			Now June 13 1935 served the within Replication on Rocco Greco by handing to him personally 4 Certified Copies of the same and making known unto him the contents thereof. So ans Clarence H Ammerman Shff
			June 13 1935 Preliminary Objections to Bill filed
			June 28, 1935 Amended Petition filed by Pentz & Pentz
			June 28 - 1935 Service accepted by Copy. Boulton & Boulton John C. Forsythe.

Contd next Page

June 13. 1935 Preliminary Objections to Bill filed
July 6. 1935 Renewal of Preliminary Objections to Bill in Equity filed
July 8. 1935 Service accepted by Copy Reutz + Reutz attys for Deff
Order Now July 22. 1935 after argument on the Motion to strike off preliminary exceptions to the amended Bill in Equity, action thereon is deferred for fifteen days and permission is granted to the plaintiff in the meantime to file an amendment or supplement which will amplify the Items of Exhibit "A" attached to the amended Bill, so as to show the quantity of coal sales and the price per ton, and the names of the persons to whom sold, the several dates and occasions of the various advances declared for, the details as to the lumping items of expenditures shown, and such other items as would be required in a statement of claim in an action of assumpit. By the Court W. Wallace Smith P.J
Aug 2 - 1935 - Amended Petition filed by Reutz + Reutz
Aug 2 - 1935 - Service accepted by Copy - J. C. Forsyth
Aug 14 1935 Answer to Peffs Bill of Complaint with service accepted by Copy Aug 17. 1935 Reutz + Reutz attys for Peff
Sept 25 1935 Depositions taken before Jennie E. Bailey. Notary Public on June 20 1935 filed.
Sept 25. 1935 Testimony Lodged
Oct 21. 1935 Request for Findings of Fact and Law filed by Reutz + Reutz attys for Plff with service accepted by Copy John C. Forsyth Atty for Deft
Jan 13. 1936 Opinion of the Court filed
Feb 10 1936 Motion for an Auditor filed by John C Forsyth atty
Now Feb 10 1936 the Court appoints George R Bigler Esq. an Auditor for the purpose of determining the several matters as, in the opinion of the Court heretofore filed in the above proceedings, should be determined by an auditor. By the Court. W. Wallace Smith P.J.
Febry 10. 1936 Order certi to Geo R. Bigler Esq.
Apr. 13 1936 Special Receivers Account.
The undersigned Special Receiver, appointed by your Honorable Court on the 25th day of May. 1935. "to receive from Ralph Delullo all monies owing by the said Ralph Delullo ——(and to) make disbursement thereof so far as it is necessary in the payment of wages due workmen as per the payrolls of April 15 and May 15 attached and made a part hereof ——" respectfully accounts as follows:

Receipts To amt received from Ralph Delullo May 25. 1935 350.00

Disbursements

May 28 1935	Paid John Stefano	15.16	Apr. 8 1936 St Marys N Bank Serv Chg.	.50
" " " "	" "	7.68	" " " St Marys N. Bank extra Checks	.37
" " " "	Joe Catempa	12.24	" " " Affidavit of Special Recvr	.50
" " " "	" "	4.84	" " " B. R. Coppolo. Special Recvr. fees	16.27
" " " "	Stanley Kentoski	1.92		350.00
" " " "	" "	2.88		
" " " "	Steve Murgash	8.44		
" " " "	" "	6.08		
" " " "	John Murgash	5.20	Summary.	
" " " "	John Murgash	8.36		
" " " "	Mike Martino	5.00	Total Receipts	350.00
" " " "	" "	5.00		
" " " "	N. Judsick	7.80	Total Disbursements	350.00
" " " "	" "	18.36		
" " " "	Pete Buzauga	22.70	B. R. Coppolo. Special Receiver.	
" " " "	" "	7.00		
" " " "	Leo. Buzauga	7.40		
" " " "	" "	16.28		
" " " "	John Sediski	27.50	July 10. 1936 Report of Auditor filed	
" " " "	" "	7.80		
" " " "	Frank Kometer	21.28	July 10. 1936 Testimony taken before Geo R. Bigler	
" " " "	" "	6.64		
" " " "	Dan Scanish	7.96	Auditor on May 28. 1936 filed	
" " " "	" "	6.88		
" " " "	Chester Manta	10.80		
" " " "	Steve Scanish	2.56		
May 29 1935	" Tony Pesquella	15.04		
" " " "	" "	.60		
" " " "	John Biscaro	12.28		
" " " "	" "	3.64		
" " " "	Dominico Catald	5.04		
" " " "	" "	15.04		
" " " "	J. Klibber	6.60	Continued to Page 305	
" " " "	Arthur Caudids	15.76		
" " " "	" "	.60		
" " " "	Alex Buzauga	4.00		

September Term 1935

Wm. K. Reid	Thomas K. Litch	May 15. 1935 Bill of Complaint filed Wherein, your petitioner prays that an order and Decree be made as follows
		That the attempted gift to J. Blanch
May 15	2	Litch under the Bill of Sale "Exhibit "B" be declared unexecuted, illegal, Void and of no effect.
Penty & Penty	The Union Banking & Trust	That the Trust agreement " Exhibit
	Co. a corp of Du Bois. Pa	"C", attempting to set up a new trust
	Trustee for Thomas K,	arrangement between the said J. Blanche Litch and the
Liveright & Smith	Litch and Josephine Ruth	Union Banking & Trust Co. of Du Bois, be declared illegal
Alex S. Scribner	Litch, Amelia V.	void and of no effect.
	Litch and Erma	That the trust created under Exhibit "A"
	Schreckengost,	by the said Thomas K. Litch, be terminated and set
	mother and Natural	aside and the Trustee, The Union Banking & Trust
	Guardian of Thomas	Co. of Du Bois, Pa be ordered and directed to pay
	K. Litch, Jr., Rose	over to the said Thomas K. Litch, his heirs,
	Marie Litch and	administrators, or assigns all of the corpus and income
	Anna Mae Litch	of the said Trust funds now remaining in its
		hands, including stock, bonds, securities and
Prs	2.50	moneys of any kind or nature in its hands as
"	50	said Trustee.
" Rule	1.50	That the said Trustee be ordered, directed
" Postage	.50	and required to file an account of its Managment
"	1.00	of the said trust estate showing all receipts and
	6.00	expenditures and the present status thereof, and
" "	25	upon Confirmation of the said account and payment
		over to the said Thomas K. Litch of the stocks, bonds,
		securities and moneys shown thereby as
		remaining in its hands, that the said Trustee
		be discharged.
		That the said Trustee, The Union Banking
		& Trust Co., of Du Bois, Pa, be enjoined and restrained
		from paying over to Josephine Ruth Litch, daughter of
		Complainant, any further payments in the sum of
		One Hundred Dollars per month under the said
		Trust agreement, Exhibit "C." as being excessive
		under the Circumstances and pending final
		disposition of this Case
		For such other further & Equitable relief
		as to the Court seem Meet and proper.
		And he will ever pray. Atty for Pltf
		Now May 17 1935 Liveright & Smith & Alex S.
		Scribner Attys enter their appearance for Josephine
		Ruth Litch and Amelia V. Litch and all papers to be
		served upon Mr. Liveright
		Now May 10. 1935 service of within Bill of Complaint is
		hereby accepted accepted by Copy. M. H. Warfield, Trust Offr
		June 11. 1935 Preliminary Objections to Bill U. B. & T. Co. Du Bois
		by Amelia V. Litch & Josephine Ruth Litch filed. Copy in file
		June 17, 1935, Petition of The Union Banking
		and Trust Company of Du Bois, Pa., to strike
		off Bill in Equity, filed
		Order of Court:- June 17, 1935, within petition read and
		thereupon Rule is granted on Thomas K. Litch,
		the plaintiff, and William K. Reed, Attorney

appearing on the back of said papers, to show cause why the said record of Thomas K. Litch vs. The Union Banking & Trust Co., a Corporation, of DuBois, Clearfield County, Pa., Trustee for Thomas K. Litch, and Josephine Ruth Litch, Amelia V. Litch and Emma Schreckengost, Mother and Natural Guardian of Thomas K. Litch, Jr., Rose Marie Litch and Anna Mae Litch, filed to No. 2 September Term, 1935, in Equity, should not be stricken off and expunged from the record. It also appearing that neither Thomas K. Litch nor his attorney are of record or have any office in the County of Clearfield, it is therefore directed that this Rule be served on the Prothonotary of the Court of Common Pleas of Clearfield County, for both Thomas K. Litch and his attorney, as well as the Prothonotary, with direction to the said Prothonotary to send a certified copy to William K. Reed, Brookville, Pa., the attorney appearing on the papers in the case Returnable first Monday of July.

By the Court, W. Wallace Smith, P.J.

June 17, 1935, Rule issued to William K. Reid & served by Reg Mail

June 17, 1935, Two Copies of Petition and Order of Court certified to William K. Reid, Attorney: by Registered Mail. Now June 19 1935 Ret receipt filed

Now, Oct 14, 1935. It appearing that the foregoing Petition and Rule was Served on William K. Reid by registered Mail June 18, 1935, receipt and return receipt being attached by the Prothonotary and that no answer to the said petition or rule has been filed and the return day is more than two months past and the said petition was served more than three months.

The Prothonotary is hereby directed and ordered to strike off the said bill and expunge the same from the record with the same force and effect as if no bill had ever been filed and all costs to be paid by the said Wm K. Reid and the Pet'g. Thomas Litch or either of them.

By the Court W. Wallace Smith P.J.

Oct 15, 1935 Above Order with Statement of Costs Certified to Wm K. Reid Atty. Brookville Pa by Reg. Mail with return receipt requested

Oct. 18, 1935 Return Receipt of Wm K. Reid filed

September Term 1935

John C Forsyth	Annie Rahockey		May 22 1935 Bill in Equity filed Your Orator Complains + Says Annie Rahockey Reff is a resident of the Village
May 22	3		of Rosebud Beccaria Twp County of Clearfield The Deft is a Pennsylvania Corporation having a
	Hiram Shrawk's Sons		place of business in or near the Boro of Irvona
	a Corporation		and Beccaria Twp That on July 19 1920 Reff purchased by deed the
			herein described lands and is still the owner of
	Pro by atty	2.50	said land. That the Deft operates a Coal mine on the
	"	1.75	hill side at a higher elevation than the lands
	Sheff	10.10	of your Complainant and at a distance of appros
	Pro.	.50	600 feet to the northwest of the lands of your
			Complainant. That the Defts are now engaged in driving +
			Constructing a drift from the surface into the
			workings of their Coal mine for the purpose
			of draining water therefrom. That your Complainant believes that Defts will
			tap or let off a very extensive body of Mine water
			Wherefore your petitioner prays that The Deft be enjoined and prevented from permitting
			water from its Coal operations to flow into on and
			across the lands of your petitioner. That the Deft, its agents and employees be
			enjoined and prevented from permitting water from
			its operations to flow into on and across the
			lands of your Complainant. That the Deft, its agents and employees be
			enjoined from entering upon or into the lands
			of your Complainant. That a Mandatory injunction be granted,
			Compelling the Deft, its agents and employees to
			excavate and Construct Channel or Channels necessary
			so as to conduct any waters which they might
			release from their mine workings into and over
			the ditch and premises heretofore used by the Deft
			and upon which it has heretofore discharged
			the water from its mine That damages be assessed against the Deft
			for its Conduct and annoyance toward and of
			the Complainant Such other Order and relief as may be proper
			under the Circumstances and as may be necessary to
			Contune the Complainant in the peaceful occupancy
			and enjoyment of her home, lands, for freedom
			and liberty and she will ever pray. Annie Rahockey. John C. Forsyth atty for Reff
			Now May 22 1935 Now therefore upon due
			Consideration thereof, it is ordered and Decreed
			that a preliminary injunction in accordance
			with the first second and third prayers of the
			bill, issue upon security being issued in the

sum of One Thousand Dollars. Hearing upon dissolution or continuance of injunction to be held Saturday May 25. 1935 at 10:00 A.M.
By the Court N. Wallace Smith P.J.
May 22. 1935 Injunction Bond filed in sum $1000 with Richard Stanton Surety.
May 22. 1935 Injunction affidavits of Amie Pahocker & Richard Stanton filed
May 22. 1935 Injunction Issued to Sheriff
May 25. 1935 Hearing Continued until June 1. 1935. at 10:00 A.M. By the Court N. Wallace Smith P.J.
Served writ of Injunction on Hiram Swanks Son a Corp. by handing to L. A. Ford Supt. of Hiram Swanks Son a Corp. a true & attested copy of Same together with three -3- certified copies of the Bill in Equity & Pltf's Bill of Complaint & making known to him the contents thereof -
May 22 - 1935 5:00 P.M. C. H. Amerine Sheff

Now June 8. 1935, this being the time of the postponed hearing in the above Case, the same is hereby Continued until such time as either of the parties shall request further hearing, this Continuance being made in pursuance of the agreement of the parties for disposition of the water in question.
By the Court. N. Wallace Smith P.J

September Term 1935

Edw. J. T.	Joshua L. Foster, Receiver of The County National Bank of Clearfield, Pa	July 19, 1935, Bill of Complaint filed. Wherein your petitioner is in need of equitable relief and prays as follows: To make an order discharging the County National Bank of Clearfield, Pa., and/or
July 19	4	Joshua L. Foster, Receiver thereof from any and all liabilities and duties in connection
	Ralph L. Ferguson, Cora Ferguson, Children's Aid Society of Clearfield, Pa., The Ferguson Cemetery, a Corporation and The Williams Cemetery, an association	with said trust. To appoint a successor trustee to administer the said trust under all the terms and conditions set forth in the agreement creating the trust. To make an order, authorizing and directing Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. to turn over to such successor trustee as the court shall appoint all moneys and/or properties of the said trust as set forth in the said account heretofore filed, as may be modified in judgment of said Court.
Pros	2.50	Joshua L. Foster
"	1.00	July 19, 1935, 5 copies certified to Sheriff
Sheff.	9.00	Aug 12, 1935, Motion for service on Mrs. Cora Ferguson, filed.
		And now, August 12, 1935, upon consideration of the within motion, it is ordered and decreed that service of Bill in Equity and all other process in the above entitled action upon defendant, Mrs. Cora Ferguson (Mrs. R. L.) residing out of the Commonwealth of Pennsylvania be made by service of said process upon her by an adult person by handing to said defendant copy of said process or by leaving a copy of said process at the residence of the said defendant with an adult member of her family or by leaving a copy of said process at the place of business of said defendant with an adult employee or agent, in each case making known the contents thereof, and such process to be made returnable 15 days from the date of service thereof, except in the case of an original bill, in which instance the defendant must file an appearance within 15 days and an answer within 30 days after service thereof. Return of service shall be made by the party serving said bill or process, by an affidavit stating the manner in which said service was made, in conformity with this order. Such affidavit shall be taken before a Notary Public, the existence of whose commission shall be verified by the certificate of the County Clerk or other proper officer within whose jurisdiction said Notary Public resides. By the Court, W. Wallace Smith, P.J.
		July 5 - 1935 - This Bill in Equity returned Service on the Ferguson Cemetery, a Corp. by handing to Charles Caldwell Exec. on July 24 - 1935 personally a true & attested copy of the same & making known unto him the contents thereof. July 26 - 1935 Served the Williams Cemetery an association, by handing to Blake W. Norris of New Millport a true & attested copy of the same & making known unto him the contents thereof. Service on the Children Aid Society of Cfld. by handing to Mary S. Gorgas Notary Aug 1 - 1935 a true & attested copy of the within & making known unto her the contents thereof. Make Ret. of Writ & Cost as to Ralph L.

Ferguson + N.E.D. ats Cora Ferguson. So ans. C.H. Ammerman Sh.f.

Aug 22, 1935 Served a copy of Bill of Complaint and Order of Service upon Mrs Cora L.R.L.J. Ferguson by delivering to said Cora Ferguson a certified copy of same personally. So ans Bourke C. Wilmont, of Twp of Tobacco, County of Gladwin, Michigan

Sept 9, 1935 Motion for Judgment pro Confesso and Order of Court filed

And Now, Sept 9, 1935 It appearing that service of proces in conformity with law has been made upon all parties in interest in the above matter and that all interests in said Estate have been represented in the action Judgment pro Confesso is directed against the Defendants

Sept 9, 1935 Judgment pro Confesso against Defendants and It is hereby Ordered, adjudged and decreed as follows:—

That the County Natl Bank of Clearfield, Pa, and/or Joshua L. Foster, Receiver thereof, is hereby discharged from all the duties, responsibilities and liabilities of any kind whatsoever in connection with its administration of a certain trust created by trust indenture dated May 14, 1929, wherein Ralph L Ferguson and Cora Ferguson were the settlors and the County National Bank of Clearfield, Pa, trustee, and any bond or other obligation posted to secure the faithful performance of any duties connected with said trust is hereby released.

That the County Natl Bank at Clearfield, Pa is appointed successor trustee in accordance with order of court dated March 19, 1935 to No. 163 Feb. Term 1935 and the said successor trustee is hereby authorized and directed to liquidate and convert into cash from the property of said estate, a $1000.00 bond of Bradford Twp, immediately upon the turn-over of the assets of the said estate and to pay therefrom to Joshua L Foster, Receiver of the County Natl Bank of Clearfield, Pa. the sum of $123.17 overdraft, together with the sum of $93.45 commissions due the said Joshua L Foster, Receiver and/or the County Natl Bank of Clearfield, Pa and also to Edw. J. Thompson for attorney's fees in connection with this proceeding the sum of 50.00 in addition to any sum or sums stated in the account, and to pay the costs of this proceeding.

That the final accounting of the administration of the said trust by the County Natl Bank of Clearfield, Pa and/or Joshua L Foster, Receiver thereof, is hereby approved and confirmed absolutely and Joshua L Foster, Receiver of the County Natl Bank of Clearfield, Pa is authorized and directed to turn over to the successor trustee all moneys and properties of the said estate in accordance with the terms of the said account with adjustments to be made as per the terms of this order and judgment

Upon turning over the assets of the said estate to the successor trustee, in conformity with the terms of this order and decree, all duties, liabilities and responsibilities of the said County Natl Bank of Clearfield, Pa and/or Joshua L Foster, Receiver thereof, shall immediately cease. By the Court, W. Wallace Smith, P.J.

September Term, 1935

Edw. T. Kelley	Paul Kitko and Mary Kitko	July 24, 1935, Bill in Equity filed Wherein, Plaintiffs need equitable relief and pray as follows:
July 24	5	That the deed from Andrew Kitko and Thressa Kitko to K L Scollins, dated
John C Forsyth	Andro Kitko alias Andrew E Kitko Thressa Kitko and Arthur Kitko	September 2, 1927, and recorded in Deed Book 285, page 336, be declared fraudulent, void and of no effect.
		That the deed from K L Scollins to Andrew Kitko and Thressa Kitko, dated
Pro	2.50	September 2, 1927, and recorded in Deed Book 285
"	5.0	page 331, be declared fraudulent, void and of
"	5.0	no effect.
"	50	That the deed from Andro Kitko and
Sheff.	11.90	Thressa Kitko to Thressa Kitko and Arthur
Pro	50	Kitko, dated January 7, 1932, and recorded in
	16.40	Deed Book No. 300, page 301, be declared fraudulent, void and of no effect
		That the said Andrew Kitko, Thressa Kitko and Arthur Kitko be decreed to vacate and turn over to the plaintiffs Mary Kitko, Purpart No. 4, purchased by Mary Kitko at sheriffs sale
		That the plaintiffs may have such other equitable relief as may seem proper
		Paul Kitko
		Mary Kitko
		Aug 5. 1935 By paper filed John C. Forsyth enters his appearance for Andro E. Kitko individually Thressa Kitko individually and Arthur Kitko individually.
		Aug 5. 1935 Preliminary Objections filed by Andro Kitko alias Andrew E. Kitko
		Aug 5. 1935 Preliminary Objections to Bill of Complaint filed by Thressa Kitko
		Aug 5. 1935 Preliminary Objections to Bill of Complaint filed by Arthur Kitko
		Aug 9. 1935 Service accepted on Preliminary Objections to Bill in Equity by Edward T. Kelley Atty
		July 26 - 1935 Served Bill in Equity on Andro Kitko alias Andrew E Kitko, man & wife by handing to them a copy of the within & making known unto them the contents thereof. Service on Arthur Kitko by handing to him personally a copy of the within & making known unto him the contents thereof.
		Dec 18. 1934 Opinion and Order filed
		And Now Dec 18. 1935 in accordance with the foregoing opinion the Bill in Equity is dismissed except so far as it is concerned with prayer (d) contained therein. As to prayer (d) it is hereby certified to the law side of the Court at the cost of the Defts. for such further proceedings as may be proper, Exception noted and Bill sealed to the Plaintiffs. By the Court
		W. Wallace Smith P.J.
		Ejdmt No 103 Dec. T. 1936

Cont'd. from Page 228 - Union Banking & Trust Co. vs Du Bois Silk Throwing Co. - #8 Feb. T. 1936

your honorable Court confirm this Return nisi and if no exceptions
are filed thereto within 4 days, that said Return be confirmed
absolutely, and that your honorable Court direct him to make, execute
and deliver good and sufficient deed therefor.

9. The Special Master herewith submits statement of costs of
said sale: Printing Posters $ 5.75
L. W. Smiley, posting same 1.50
Advertising, Du Bois Morning Courier 16.80
M. H. Hartzfeld, Special Master

Order of Court:- Now, June 27, 1936, within Return read and considered,
and it appearing to the Court that adequate provision has been
made for the payment of costs of this action and other expenses
and allowances, as set forth in paragraph 12, sub-section (a) of the
Final Decree of this Court, and Return is thereupon confirmed nisi
and if no exceptions are filed within 4 days from the date
hereof, said return is confirmed absolutely, and M. H. Hartzfeld,
the Special Master is directed to make, execute and deliver to
the Du Bois Textile Corporation, a corporation under the laws
of the Commonwealth of Pennsylvania, with its principal
office in the City of Du Bois, Clearfield County, Pa., a good and
sufficient deed for the land, buildings, machinery and rights
described in the decree of this Court directed to be sold on
June 20, 1936 as aforesaid.

Upon proper petition, the Court shall fix allowances
and fees for compensation of the Special Master and the plaintiff
and its solicitors. By the Court, W. Wallace Smith, P.J.

Sept Term 1935

B+S.	Mrs Ardelle Johnston	August 1- 1935 - Bill in Equity filed wherein Plaintiff prays as follows:
		1 - That your Honorable Court will declare
		a decision + cancellation of the Paper identified
August 1	"	as Aff's Exhibit B.
		2 - That the Defts be ordered + directed to file
B+B.	Morris Finberg	an answer to this Bill in Equity, setting forth
	Isaac Finberg	an itemized Statement of what Coal has been
	Louis Finberg	mined + removed from said property.
		3 That the Defts. be enjoined from any
Cro.	2.50	further occupancy of said premises or the
"	.50	mining + removal of coal therefrom and that
Shff	10.10	the Paper marked as Exhibit B be declared
Cro.	.50	null + void + of no further force + effect.
		4 - That the Defendants be compelled to surrender
		to the Aff. their copy of the Paper marked Aff.
		Exhibit B.
		5 - That such other + further equitable relief as
		in the judgment of your Honorable Court should
		be deemed just + proper + that the Defendants be
		required to pay the costs of this Proceeding.
		Bell + Silberblatt - atty for Pl
		Aug. 5 - 1935 Ent Copy filed Boulton + Boulton
		attys appear for the Defendants.
		Now, August 2, 1935, Served the within
		Bill in Equity on Morris Finberg, Isaac Finberg,
		and Louis Finberg at their mine in Jordon Twp.
		by handing to each of them personally a true
		and attested copy of the same and making
		Known unto each of them the contents thereof.
		So answers, Clarence H. Ammerman, Shff.
		Aug 10 - 1935 Answer making Preliminary
		objections to Plaintiff's Bill filed by Boult + Boulton

Cont'd from Page 190 - F. H. Wigton vs Morrisdale Supply Co. - No. 1 Dec. T. 1935

The claim of the United States is in litigation by way of an appeal to the Circuit Court of the United States at Philadelphia from a decision by the Board of Tax Appeals.

Income Producing Capacity: The gross annual sales of the Morrisdale Supply Company for the year ending June 30, 1935, were $93,319.87. The cost of goods purchased for sale was $72,288.90

Rents, taxes, salaries, wages, commissions, freight and other expenses of the business were 20,048.57 92,337.47

Net Gain $ 982.40

The business of the Morrisdale Supply Company is conducted in close cooperation with the mining operations at Morrisdale by Morrisdale Coal Mining Company. Its sales of merchandise are mainly to the employees of Morrisdale Coal Mining Company under an arrangement by which credits extended to mine employees customers of the Supply Company are guaranteed by the Morrisdale Coal Mining Company. It is expected that the volume of business and profits attained by the Morrisdale Supply Company for the year ending June 30, 1935, will be maintained during the current year ending June 30, 1936, and that the business will meet all carrying charges.

Best Method of Realizing its Value for the Benefit of Those Interested

Morrisdale Supply Company has always conducted a reasonably profitable business at Morrisdale, Pa. Its present difficulty is in meeting the tax claims of the United States Government. It is believed that when final figures of said claims are arrived at, and when collateral in the hands of American Reinsurance Company is liquidated and appropriated as a credit upon the entire claim of the United States Government, the cash accumulated in the hands of the Receiver will be sufficient to discharge all claims against Morrisdale Supply Company and the balance of the property, to wit, its stock of goods, wares and merchandise and its other credits can be returned to the defendant. Its going business in the meantime will by the receivership have been preserved.

Your receiver, therefore, respectfully recommends that the business be continued by sales of merchandise and purchase of goods to replenish the stock of merchandise during a period ending April 1, 1936.

R. W. Wigton

Jan. 29 - 1936 - Claim of collector of Internal Revenue for Income tax in the sum of 20,956.73 filed

March 31 - 1936 - Petition & Order of Court filed extending Receivership

Now March 31, 1936 Petition of R. W. Wigton, Receiver having been presented and considered. It is hereby ordered and decreed that the appointment and services of R. W. Wigton, Receiver of Morrisdale Supply Company, be and they are hereby continued for another period of six months beginning April first, 1936, and ending October first, 1936, with full power and authority to conduct the business of Morrisdale Supply Company as granted under decree of Oct. 14, 1935. By the Court W. Wallace Smyth P.J.

Sept. 29, 1936, Petition of R. W. Wigton, and Order of Court filed.

Now, Sept. 30, 1936, the petition of R. W. Wigton, Receiver, having been presented and considered, it is hereby ordered and decreed that the appointment and services of R. W. Wigton, Receiver of Morrisdale Supply Co., be and they are hereby continued for another period of six months beginning October 1, 1936, and ending April 1, 1937, with full power and authority to conduct the business of Morrisdale Supply Company as granted under Decree of Oct. 14, 1935.

By the Court, Robert K. Lewis, P.J. 55th Jud. Dist., Specially Presiding

Continued to 290

September Term 1935

Arnold & Chaplin Q & C. B & S— August 7	Lauderbach-Griest Co., a Corporation Wilson & Company intervening Plaintiff Hontzdale Wholesale Produce Co Duterv Reff	August 7, 1935, Bill of Complaint filed. Your Orator complains and says: Lauderbach-Griest Co., plaintiff, is a corporation of the State of Penna, and is engaged in the wholesale grocery business. William D. Rice is a resident of Clearfield Boro, and was engaged in the retail grocery business in Clearfield Boro and vicinity. While so engaged in said grocery business, the said William D. Rice purchased from the plaintiff various goods and merchandise on the days, in the amounts and for the prices herein set forth as Exhibit "A" hereto attached, amounting in all to $308.94. Said merchandise was delivered by the plaintiff to the said William D. Rice and accepted by him. That on said account of William D. Rice with the plaintiff the sum of $95.69 was paid by the said William D. Rice. Whereby the said William D. Rice remained indebted to the plaintiff in the sum of $213.25, with interest.
C.R.Q. sumet C. R. Bauer J. R. R. L & S.	William D. Rice Arden Beard Miles & Co., a Corp	The said William D. Rice continued in the business aforesaid until June 28, 1935, whereupon the said William D. Rice sold in bulk his stock of merchandise, goods, fixtures and truck to Arden Beard, a resident of Clearfield County, for a sum of consideration which the plaintiff is informed, and therefore, avers was $1500.00.
	7-31-35 Pcs by Reff Attys 2.50 " .50 " .50 " .50 " .50	Plaintiff is informed and avers that the said William D. Rice did not furnish to the said Arden Beard either before or after the date of said sale a sworn list of his creditors as required by the Act of May 23, 1919, known as the Bulk Sales Act, and the plaintiff avers that the said Arden Beard did not demand from the said William D. Rice a list of such creditors; and that neither Rice nor Beard did give any notice of said proposed sale to the plaintiff or to any other creditors as required by the Bulk Sales Act.
11/25/35 to J. K. Rowling	" Cert copy .50 Pcs .50 " .50 " .50 L & S. Struck sub Reff 3.30	That the plaintiff is informed and avers that said intended sale by William D. Rice to Arden Beard was made on a deferred payment plan, the exact terms of which the plaintiff does not know, but the same are known to all of the defendants; and that the said deferred payments due from Beard to Rice were assigned by Rice to Miles & Co., Du Bois, Pa.
		That Miles & Co a corp., claimed to be creditors of the said William D. Rice and took said assignment from Rice of the Beard deferred payments in payment of or security for a debt of Rice to Miles & Co. for merchandise furnished by Miles & Co. to said grocery business conducted by Rice.
		The plaintiff is without knowledge as to the exact quantities and descriptions of materials sold by Rice to Beard, and prays that the defendants may be ordered to show a correct list of all of the assets so acquired by them, together with the terms of the sale; and that Miles & Co. be required to set forth copies of the assignments from Rice to Miles & Co., as well as copies of the contract between Rice and Beard assigned by Rice to Miles & Co.
		Wherefore your petitioner prays that said

sale of assets of William D. Rice to Arden Beard, as well as the assignment of the contract or deferred payments due from Beard to Rice (the latter being assigned to Miles & Co.) be declared fraudulent and void with respect to the plaintiff, and that the defendants shall be held liable to the plaintiff (and to any other creditors of William D. Rice who may join as parties hereto), as Receivers for the fair value of the assets so acquired by them and each of them. Arnold & Chaplin, Attys. for Plff.

August 8, 1935, Service accepted for Miles & Co., Inc., one of the defts. Liveright & Smith, Attys.

August 7, 1935, Service accepted for William D. Rice and Arden Beard Clarence R. Kramer, Atty.

August 7, 1935, Liveright & Smith, attys., enter their appearance for Miles & Co., a corp., one of the defendants.

Aug. 20, 1935 James K. Newling atty enters appearance for Arden Beard

Aug. 21 - 1935 James K. Newling atty enters app. for William D. Rice

Aug 23 - 1935 Clarence R. Kramer atty enters app. for William D. Rice & Arden Beard

Aug 22 - 1935 Answer of Miles & Co. Inc. by way of Preliminary objections filed by Liveright & Smith - Aug 27 - 1935 Service of within answer accepted by copy. Arnold & Chaplin - atty for Plff.

Aug. 28, 1935, Answer of William D. Rice by way of Preliminary Objections, filed by James K. Newling, Atty.

Now, Aug. 28, 1935, Service accepted by copy. Arnold & Chaplin, Attys. for Plff.

Aug 26. 1935 Answer of Arden Beard by way of Preliminary objections filed by Jas. K. Newling atty with service accepted by copy Arnold & Chaplin atty for Plff.

Nov 25, 1935, Order of Court filed

Now, Nov 21, 1935, upon motion of John C. Arnold, atty for Plff, concurred in by James K. Newling, Attorney for Arden Beard, and in the presence of A. M. Liveright, Esq., Attorney for Miles & Co but without his concurrence, it is ordered and directed that all future payments on account of consideration price, during the pendency of this proceeding, shall be paid into either the County National Bank or the Clearfield Trust Company, and held upon deposit in an account under the title of this case, to be paid to the parties entitled thereto upon final decree. By the Court, W. Wallace Smith P.J.

Dec 2 - 1935 J. K. Newling withdrawn appearance for William D. Rice

Now, Dec 31 1935 Petition of Wilson & Co. to intervene. Now Dec 31 1935 upon Motion of Arnold & Chaplin attys for Wilson & Co. the said Wilson & Co is hereby permitted to intervene as a party Plaintiff. Notice to be given to the Original parties within ten days. By the Court W. Wallace Smith P.J.

Jan 4 1936 Plff's Brief & prayer for Specific relief filed

Jan 6 1936 Notice of service of petition of Wilson & Co. to intervene as party Plaintiff accepted by Liveright & Smith, attys for Miles & Co. Clarence R. Kramer atty for W. D. Rice Jas. K. Newling atty for Arden Beard & Arnold & Chaplin atty for Lauderbach Grier Co

Dec 31 1935 Pet. to Intervene filed

Now Dec 31 1935 upon Motion of Bell & Silberblatt attys for Houtzdale Wholesale Produce Company the said Houtzdale Wholesale Produce Co is hereby permitted to intervene as a party Plff. Notice to be given to the original parties within ten days. By the Court W. Wallace Smith P.J.

Dec 31 1935 Service accepted by Copy Clarence R. Kramer & Jas. K. Newling and Jan 2. 1936 service accepted by Liveright & Smith & Arnold & Chaplin atty

Jan 24 1936 Opinion filed. Now Jan 24 1936 the preliminary objections of William D. Rice, Arden Beard and Miles & Co. Inc. are all overruled and all of the defendants are hereby required to answer the averments of the Bill within fifteen days hereafter. Exceptions noted and bill sealed to the several defendants. By the Court W. Wallace Smith P.J.

Cont'd Page 207

September Term 1935

Boulton & Boulton	Clearfield Trust Co., Trustee	August 12, 1935, Bill for Foreclosure of Corporate Mortgage, filed. Wherein Complainant complains: That Clearfield Trust Co. of Clearfield, Pa.
Aug 12	8	is duly authorized to act as Trustee under the mortgage hereinafter described. That Crystal Spring Rod and Gun
James F. Nerling	Crystal Spring Rod & Gun Club	Club is a corporation, for the purpose of promoting social intercourse, and is situate in Pine Twp., Clearfield County, Pa. At a meeting of stockholders of said
	CK 2648 8-15-35	Crystal Spring Rod and Gun Club held Mar. 31, 1922,
Pro By Atty	2.50	said Crystal Spring Rod and Gun Club authorized
Sh ff.	3.50	said Crystal Spring Rod and Gun Club authorized
Pro. Pd 5/6/36	.50	an increase of its indebtedness from nothing
" By	.50	to $30,000. At said meeting the Board of Directors
" Crystal Spring	.50	approved a form of mortgage. The mortgage
" Boldholders Com.	5.00	was dated May 1, 1922. Said mortgage was
" W. Elbridge Brown Treas	5.00	duly recorded in the proper office in
10-30-35	13.00	Clearfield County in Mortgage Book 71, page 149.
Pd to Atty 11-1-35 Pro	.50	
" Pd 5/8/36	1.00	
Pro By Master	5.00	The Board of Directors of the Defendant at the same time authorized
" adv	7.00	
337-1338		the execution of $19,900 of bonds as authorized and described in
		said mortgage. The defendant negotiated and sold at par said
		bonds amounting to $19,900 to various individuals, as follows:

Name	Owners of Bond address		Denomination	Int. Periods				
A. W. Lee, Jr.	Clearfield, Pa.		$1000.00	May - Nov.	G. B. Shivery Est.	Clfd, Pa.	$1000	May-Nov.
W. W. Wrigley	"	"	1000.00	" "	Harold Woolridge	" "	1000	" "
P. T. Davis	"	"	1000.00	" "	A. C. Leitzinger	" "	300	" "
H. B. Powell	"	"	1000.00	" "	Louis Shapiro	" "	100	" "
J. H. Allport	Barnesboro, Pa.		1000.00	" "	Ira Waite Est.	" "	200	" "
A. J. Mulsett	Indiana, Pa.		1000.00	" "	Howard Stewart	" "	200	" "
Harry Boulton	Clearfield, Pa.		1000.00	" "	C. T. Kurtz	" "	500	" "
C. B. Maxwell Est.	Houtzdale, Pa.		1000.00	" "	John W. Wrigley Est.	" "	7500	" "
					Clfd. Trust Co., Exec.			
					Unknown		100	

	That semi-annual interest on all of said bonds
due Nov 1, 1930, was	not paid and no interest since May 1, 1930, has
been paid on said	outstanding bonds to the date of the filing of this Bill.
	By the terms of the mortgage the Trustee is
authorized on behalf	of bondholders in case default shall be
made in the payment	of any installment of interest on any of
the bonds issued	under said mortgage and continued for the
period of 90 days	after payment of such interest shall have become
due, to elect that	the principal of all the bonds secured by said
mortgage and then	existing shall become immediately due and
payable; and the	plaintiff trustee has caused notice to be given
to the defendant	of its election to have the entire principal of
the bonds become	immediately due and payable, together with
interest from May	1, 1930, and has demanded payment of same.
	That complainant is advised and believes
that a sale should	take place of the mortgaged property of
every kind so that	the proceeds thereof may be paid to the
holders of said bonds.	
	Wherefore complainant prays:
	That the defendant, Crystal Spring Rod and
Gun Club, be required	to answer this Bill
	That it be decreed that said mortgage is a
first lien upon the	land described in said mortgage, except for
taxes, according	to its tenor and that the holders of bonds to
be secured are	entitled to the benefit thereof
	That it be decreed that default under the

mortgage has accrued in the failure to make payment of the interest due on said bonds on Nov. 1, 1930, and on all succeeding interest dates of said bonds, and that such default in the payment of interest has continued for a period exceeding six months, and that a public sale of the mortgaged premises be made by complainant as trustee in accordance with the terms of said mortgage, and that all the equity of redemption and other interest of said mortgage in said premises be forever barred.

That such other relief may be granted as will fully protect the rights and interest of the holders of said bonds.

And it will ever pray, etc.

Harold J. Boulton, Atty for Plff.

Now Aug. 19 - 1935 Served within Bill for Foreclosure of Corporate Mortgage on Crystal Spring Rod & Gun Club by handing personally to A. W. Lee Jr. President, a true & attested copy of the original writ & making known unto him the contents thereof. So ans. C. J. Swanson Plff.

Aug 29, 1935 James K. Nerling Atty. enters his appearance for Deft.

Sept. 4 - 1935 Defendants answer filed.

Now Sept 18 - 1935 Service accepted - Boulton & Boulton.

Oct 7 - 1935 Petition of Bondholders Committee for Leave to Red filed

Oct 9 - 1935 Petition granted read & considered no appearance in opposition & leave is granted to Henry Boulton Esq. Elmer Braun & Howard S. Stewart as committee for Bondholders to intervene as parties Plff. their petition to stand as alleging their interest and final hearing on bill & answer and bondholders petition is adjourned and fixed for Oct. 16, 1935 at 10. a.m. By the Court.

Oct. 16, 1935, Decree Nisi filed. W. Wallace Smith P.J.

Now, Oct. 16, 1935, this cause came on to be heard, and it appearing that the Bill of Complaint was duly served upon the defendant and that the defendant had answered, and upon hearing it appearing that all the averments of said Bill of Complaint had been proven, and the Court being fully advised in the premises; It is ordered, adjudged, and decreed as follows:

1. Clearfield Trust Co. of Clearfield, Pa., Trustee, complainant herein, is a corporation duly organized under the laws of Penna., with its principal office in Clearfield, Pa., and was and still is duly authorized to hold in trust the property conveyed and mortgaged to it as Trustee in the mortgage hereinafter described and referred to.

2. The defendant, Crystal Spring Rod & Gun Club, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania

3. On or about May 1, 1922, for the purpose of borrowing money for its lawful corporate purposes, Crystal Spring Rod & Gun Club, being thereunto duly authorized by law, and pursuant to due and lawful authority and due corporate action authorized the issue of bonds not to exceed $30,000 to be issued in such denominations and at six per cent interest as in said mortgage described, and to secure the payment of the principal and interest on said bonds duly executed and delivered to Clearfield Trust Co. of Clearfield, Pa., as Trustee, (hereinafter called complainant), a mortgage dated May 1, 1922, a copy thereof marked Exhibit A being attached to the Bill of Complaint, which said mortgage was duly recorded in the office of the Recorder of Deeds of Clearfield County, Pa., in Mortgage Book Vol. 71, page 149, et seq. Thereafter, and from time to time, the defendant by due corporate action caused $19,900 par value of said bonds to be issued and said $19,900 principal amount of said bonds were duly certified and issued and are now outstanding in the hands of bona fide holders for value, constituting valid legal and binding obligations on said Crystal Spring Rod & Gun Club, secured by said mortgage.

Continued on Page 94-11-81-83

September Term 1935

B & S	Elizabeth Reed Stewart Harry Boulton and Harold J Boulton, Trustees under the Will of Levet F Stewart, deceased	August 17, 1935, Bill in Equity filed Wherein your plaintiffs pray for equitable relief as follows: That the defendants be enjoined preliminarily now, and perpetually hereafter, from encroaching upon the land of the plaintiffs and from demolition of the wall comprising the land of the plaintiffs and separating it from the land of the
Aug 17	9	defendants, as herein alleged; and from the construction, operation and use of driveways
Q & C.	Atlantic Refining Co. and Adam Phillipp and others, trading as Adam Phillipp & Sons	for motor truck and automobile traffic across the side walks on Locust and Second Streets in Clearfield Borough, Pa., to the land and premises of defendants and immediately adjoining the land and premises of the plaintiffs.
		That the defendants be perpetually
Pro	2.50	enjoined from the maintenance and operation
"	.50	of a public gasoline and oil filling station
Pro	1.25	on the premises of the defendants situate at
Shff	5.50	the corner of Second and Locust Streets, in
Pro	50	Clearfield Borough, and immediately
"	1.50	adjoining the land and premises of the
8/17/35 Ltr to Atty	11.75	plaintiffs.
		Such other and further equitable
		relief as your Honorable Court may deem
Nov 14. 1935 Rec of Dept		right and proper
Above Costs 11.75 W. R. Gallagher		Bell & Silberblatt, attys.
		August 17, 1935, Injunction Affidavits of Harry Boulton, Blanche F. Stewart, and Newton P. Schucket, filed
		August 17, 1935, Bond in the sum of $1,000.00 with Aetna Casualty & Surety Co. of Hartford, Conn as surety filed
		Aug 17, 1935, Bond approved, W. Wallace Smith, P.J.
		Aug 27. 1935 Arnold & Dreyfus enter Apps for Atlantic Refining Co.
		Now, August 17, 1935, the above cause having been heard on Bill and Injunction Affidavits, on motion of Bell and Silberblatt, attorneys for the plaintiffs above named, it is ordered and decreed that preliminary injunction issue against the defendants above named, restraining and enjoining the defendants from encroaching upon the land of the plaintiffs and from demolition of the wall comprising the land of the plaintiffs and separating it from the land of the defendants as averred in said Bill, upon the plaintiffs entering security in favor of the defendants for any damages that might result, in the amount of $1,000.00.
		By the Court, W. Wallace Smith, P.J.
		August 17, 1935, Injunction issued to Shff.

Aug 12 - 1935 7:00 o'clock a.m. Served writ of Injunction & Bill in Equity on the Atlantic Refining Co. by handing true & attested copies of the same to A.M. Lamon Dist Supt Mgr. personally at his home Corner of Weaver & West pine sts. Clearfield Pa & making known unto him the contents thereof. Sept. 30 - 1935 Served on Adam Phillips & Son by handing true & attested copies of the Bill in Equity & writ of Injunction to Joseph P. Ott Supt. at the site, corner of 2nd & Pine Sts. Clfd Pa. at 2:30 P.M. & making known unto him the contents thereof.

So Cer. C.H. Swoope Sheff.

Oct 16. 1935 Petition for leave to amend Bill in Equity filed by Bell & Leeberblatt

Oct 16 1935 Stipulations for Consent Decree filed

Oct 16. 1935 Order of Court:- And Now Oct 16. 1935 in accordance with stipulations filed, the preliminary injunction be and the same is hereby modified and as modified is and shall be perpetuated, to read as follows:-

That the defendants above named be and are hereby perpetually restrained and enjoined from encroaching upon the land of the plaintiffs as defined, marked and enclosed by a brick wall surrounding the land of the plaintiffs on Second Street in the Borough of Clearfield, and from the demolition of said wall as described in Paragraph 3 of the plaintiffs Bill and from encroaching upon said wall or the land underneath the same, provided however, that the defendants in the course of their building operations may make temporary trespass and temporary demolition of said wall, but in such event they shall restore the wall to the same condition as it was before any acts of the defendants took place, and as per agreement of the parties, the drive way and approach of the defendants may, so far as plaintiffs are concerned, extend northward eighteen inches beyond the South face of the wall of plaintiffs in the space between their lot line paralelling North Second Street and the Cart way of said Street in the manner as shown on blue print of driveway attached hereto. By the Court. W. Wallace Smith P.J.

September Term 1935

Chase & Chase	John G. Anderson Mary Anderson	August 19, 1935, Bill of Complaint filed Wherein your petitioners pray: That the defendant be
Aug 19	10	restrained, preliminary to hearing and finally thereafter from blocking and preventing the use of said Driveway by the plaintiffs. That the defendant be
C.R.K.	Samuel Gearhart	compelled to remove aforesaid abstruction from the driveway. Such other and further relief
Pro By attys 8-23-35	2.50	as the need of the case may require And they will ever pray.
"	.50	John G. Anderson
"	.50	Mary Anderson
"	.50	August 19, 1935, Injunction Affidavits filed August 19, 1935, Injunction Bond with Carl A. Anderson, surety, filed. Bond approved. W. Wallace Smith, P.J. August 19, 1935, Order of Court filed Whereas, John G. Anderson and Mary Anderson has lately, that is to say to No. 10 September Term, 1935, exhibited their Bill of Complaint before the Court of Common Pleas for Clearfield County, and having therein entered security as in the sum directed by the Court, it is ordered and decreed that the said Samuel Gearhart, defendant, is directed to immediately abate the nuisance alleged to exist in said complaint by removing the automobile blocking said passage way and refraining from blocking said passage way until dissolution of this order upon hearing had. It is further ordered and directed that hearing upon dissolution or continuance of injunction to be heard on August 22, 1935, at 10:00 A.M. It is further ordered and directed that personal service of the Bill of Complaint and of this order be made upon the said defendant, Samuel Gearhart. By the Court, W. Wallace Smith, P.J. Aug. 21-1935-By Copy filed the appearance of Charles R. Kramer is entered for the deft. Aug 21-1935- Demurrer filed by C.R. Kramer Aug. 21-1935 Served on me by copy- Chase & Chase Aug. 21-1935- Motion to dissolve Continuing Injunction filed by C.R. Kramer.- Aug 21-1935 Served on me by copy- Chase & Chase Aug 22-1935 -affidavit of Margaret Anderson filed

Cont'd from Page 169 - Deposit Natl Bank vs Du Bois Storage & Casting Co. #3 May, 1936

was struck down and sold to the said Du Bois Brewing Co., upon the terms stated in the said decree, subject to confirmation by your Honorable Court, and payment of the full purchase price as provided by said decree.

The said Du Bois Brewing Co. deposited the sum of $3,875.00 being 25% of its bid with the Special Master as it was required to do under the terms of sale prescribed in said decree.

Du Bois Brewing Company desires to pay the full purchase price and to receive a deed for the property sold as aforesaid.

The Special Master recommends, and respectfully requests that your Honorable Court confirm this Return nisi and if no exceptions are filed thereto within 4 days, that said Return be confirmed absolutely, and that the Special Master be authorized and directed to make, execute, and deliver to Du Bois Brewing Co., the purchaser, a deed substantially in the form annexed hereto as Exhibit "A", to convey the title to the said property to the purchaser when the full amount of the purchase money has been paid to the Special Master.

The Special Master herewith submits a statement of the costs of sale:

Painting Posters 3.25

Adv.-Du Bois Morning Courier 55.60

Respectfully submitted, D. R. Vasbinder, Special Master.

Decree: Now, July 13, 1936, the return of sale and report of D. R. Vasbinder, Special Master, having been presented, showing the sale of the property ordered and directed by the decree of this Court, dated and entered May 25, 1936, it is

Ordered and Decreed that the said Return of Sale is confirmed nisi and if no exceptions are filed within 4 days from the date hereof, said return is confirmed absolutely, and D. R. Vasbinder, Special Master, is hereby authorized and directed to make, execute and deliver a deed substantially in the form annexed to the report to convey to the Du Bois Brewing Co, the purchaser, the title to the premises described in the said decree of May 25, 1936, when the full amount of the purchase money has been paid to the Special Master, and to do and perform all of the matters and things required to be performed by him pursuant to said decree of sale.

Upon proper petition, the Court shall fix allowances and fees for compensation of the Special Master, the plaintiff and its solicitors; the Special Master to retain the proceeds of sale subject to further Order of Court in the premises.

By the Court, W. Wallace Smith, P. J.

July 18, 1936 No Exceptions filed to Masters Return of Sale, same is confirmed Absolute. Wm R Gallagher, Prothy

Sept. 28, 1936, Report of D. R. Vasbinder, as Special Master, Petition and Order of Court filed.

Now, Sept. 28, 1936, the foregoing report of D. R. Vasbinder as Special Master appointed to make sale of the property of Du Bois Storage & Casting Co. under foreclosure decree, having been presented and considered, said report is accepted and the costs, expenses, fees and allowances mentioned therein and listed in the Special Master's Account are approved; and it is ordered that the account of D. R. Vasbinder, as Special Master be filed in the Prothonotary's office, and the said D. R. Vasbinder is directed to give notice of his having filed said account by advertisement in two newspapers of general circulation in Clearfield County, and otherwise

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to file their verified claims against the defendant with him, the Receiver.

11. The power hereby given to the Receiver to carry on the business of Morrisdale Supply Co. as a going concern shall continue until the first of April, 1936, with leave for parties interested to move from time to time for a continuation of such order for other fixed periods, in accordance with the provisions of Rule 45 of "Rules of Equity Practice."

12. It is further directed that this order to continue the business of the defendant is subject to the right of the Court to terminate it upon appropriate petition in that behalf made by the Receiver if he shall for valid cause so elect.

By the Court, W. Wallace Smith, P.J.

Oct 22 1935 Receivers Bond in sum of $10.000 with Aetna Casualty & Surety Co. Surety filed and approved. By the Court. W. Wallace Smith P.J.

Nov. 4 1935 Testimony filed Hearing Oct 14 1935

Nov. 16, 1935, Appraisers' Inventory ordered filed. By the Court, W. Wallace Smith, P.J.

Nov. 16, 1935, Report of Receiver ordered filed. By the Court, W. Wallace Smith, P.J.

Your permanent Receiver, appointed by the Court, respectfully reports:

Character and Extent of the Property. The Morrisdale Supply Co. is a corporation of the State of New Jersey and conducts a retail mercantile store business at Morrisdale, Pa. It leases the store building warehouses and premises in which it conducts its business from Morrisdale Land Company at a rental of $100.00 per month. The corporation owns no real estate nor is lessee of any real estate other than hereinbefore stated. Its stock of merchandise consisting of groceries, notions, clothing, shoes, flour, feed, mining utensils, etc., such as sold at a country and mining town store, has been appraised at the sum of $20,356.48 by the appraisers appointed by your Honorable Court, and also accounts due from Morrisdale Coal Mining Co. and others at the sum of $10,929.97. The appraisers' report also shows ownership of securities consisting of bonds and stocks of a value of $36,466.37. Most of said securities are held as collateral by the American Reinsurance Company, 99 Johns Street, New York, N.Y., for the payment of part of the reinstated claim of the United States Government for taxes. The above securities of Morrisdale Supply Company were pooled with other securities of Morrisdale Coal Company and Morrisdale Land Company in securing American Reinsurance Company as surety on bonds of three companies, to wit, Morrisdale Supply Company, Morrisdale Coal Company, and Morrisdale Land Company, to the United States Government for taxes assessed or to be assessed against said companies. All of these taxes continue to be in litigation and it will take the joint action of the United States Government, American Reinsurance Company, Morrisdale Supply Company, Morrisdale Coal Company and Morrisdale Land Company to separate and appropriate the collaterals to their respective owners proper debts. The surety company holds the pooled collateral for each and all of the bonds upon which it is surety. When the liabilities are determined, it is expected all the parties will meet in conference and adjust their respective rights in the collateral. The account receivable is at the present time uncollectible.

Those Interested in the Property. The stock of Morrisdale Supply Company is held by three persons, whose names, addresses and amount held by each of them, is as follows: F. H. Wigton, Philadelphia, Pa. - 300 shares R. W. Wigton, Philadelphia, Pa., 100 shares, E. M. Wigton, Philadelphia, Pa. 100 shares.

Known Claims Against the Property. The known claims against the corporation are as follows:

United States Government, taxes and interest per demand notice of	10/23/35	$22,701.83
Accounts Payable as of Sept. 21, 1935		None
Accrued and unpaid Salaries and Wages as of Sept. 21, 1935		1,499.35
Unpaid rental as of and apportioned to Sept. 21, 1935		2,100.00

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Cont'd from Page 193 - #1 Dec. T. 1935 - F. H. Wigton vs. Morrisdale Supply Co.

Request for Findings submitted by counsel for the plaintiff with the same force and effect as if in this decree set out in extenso.

2. R. W. Wigton of Haverford, Pa., is hereby appointed Receiver of Morrisdale Supply Co., the defendant, and of all the property owned, leased, operated, or otherwise held by it, and of all the real and personal property of said Morrisdale Supply Co., of whatever kind and wheresoever situated, including all lands, coal rights, leaseholds, machinery equipment, fixtures, tools, books of account, money, debts, 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; and all other property and/or estate of said defendant, whether herein enumerated or referred to, or not.

3. Said Receiver is hereby authorized and empowered to conduct the store business of the defendant, the Morrisdale Supply Company at Morrisdale, Clearfield County, Pa. and to exercise the authority and franchises of said corporation; to preserve its property in suitable condition and repair; to protect the title and possession thereof; to make purchases of additional merchandise for resale, and to make sale thereof; and to employ such persons and to make such payments and disbursements 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 store business and property and to make proper payments therefrom on account of necessary running expenses; to pay therefrom and from other approved sources sums that shall become due for labor, material, power, supplies, charges and expenses, done, bought or incurred by said Receiver, about the operation and for the use of defendant and of said store.

5. It is further ordered that the bond of said Receiver in the sum of $10,000.00 to be approved by the Court, conditioned that he shall well and truly perform the duties of his office, and duly account for all moneys 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 supersede the bond filed by him as temporary Receiver.

6. Said Receiver is directed to keep account of all sums received by and paid out by him on account of defendant corporation; and he is hereby authorized to employ such agents, assistants and counsel as may be necessary in his judgment for the effectual discharge of his duties under this order.

7. 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 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.

8. Horace W. Fleagal of Clearfield, Pa., and John G. Leytle of Clearfield, Pa. are appointed appraisers, with direction immediately to inventory and appraise all the assets which shall or may come into the hands of the Receiver, and to make report thereof to this Court.

9. 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 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.

10. It is further ordered that said Receiver give written notice by ordinary mail to all known stockholders and/or creditors of the defendant, Morrisdale Supply Co., of the fact of his appointment as permanent Receiver; and in such notice that he requests said creditors promptly

Continued on Page 190

December Term, 1935

Boulton & Boulton — John C. Forsyth — Morrisdale Supply Co.

I

Pro 2.50
" .50
" .50
" 3.00
" .50
" 1.00
" 1.00
9.00

Oct 6, 1937 Recd of Deff. Atty's costs in full — 9.00.
W. R. Gallagher, Pro.

6/21/39 Pro
Clfd Times 1 + 3 insert 7.60
Rafferman Jud " " 9.00
Pro 8-22-39 Pd by Boulton 6.00
" " .50

Now Oct 6. 1939. This cause discontinued per leave by order of Court Oct 2. 1939
Boulton & Boulton
Attys for plaintiff

Attest:-
W. R. Gallagher. Pro.

Sept 21, 1935, Bill of Complaint filed.

Wherein, the Plaintiff prays for equitable relief as follows:

That a Receiver may be appointed with full power and authority to demand, sue for, collect, proceed to take into his possession the goods, chattels, rights, credits, moneys and effects, lands, tenements, books, papers and properties of every description belonging to the defendant, Morrisdale Supply Company.

That said Receiver be granted by the Court full power and authority to operate the mercantile store of the defendant, to preserve and to protect its corporate franchises and property, and to preserve said property from being sacrificed under any proceedings which can or may be taken likely to prejudice or sacrifice the same.

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 otherwise interfering with the property of the defendant, and to restrain them from any action to enforce their or any of their claims against the defendant, by action at law, equity or otherwise without first having obtained leave of Court.

That the plaintiff may have such further relief in the premises as may be appropriate and as may be agreeable to equity.

Boulton & Boulton, Attys for Plff.

Sept 21, 1935, Plaintiff's Bond in the sum of $2,000.00, with Aetna Casualty & Surety Co., a corp. as Surety, filed.

Sept 21, 1935, Bond approved. W. Wallace Smith, P.J.

Sept 21, 1935, Injunction Affidavits of L. Baron Smith, Charles F. Reinepacket, and Richard M. Hess, filed.

Sept 21, 1935, Decree Appointing Receiver, filed.

Now, Sept 21, 1935, upon consideration of Bill in Equity in the above case and the accompanying affidavits, and on motion of Boulton & Boulton, solicitors for complainant, the plaintiff having given security in the sum of $2,000.00, it is ordered and decreed:-

That R. W. Wigton be and is hereby appointed Receiver of all the assets, property, franchises, rights and privileges of whatsoever kind of Morrisdale Supply Company, with power to take, hold, demand, receive and collect all the funds, assets and property belonging to Morrisdale Supply Company or in the hands of any debtor, agent or depositary of said defendant and to account to the Court for the same.

That any debtor, agent or depositary of said

named corporation, as well as Mossisdale Supply Company itself, is hereby directed forthwith to pay, deliver and assign all money, securities, assets and property of every kind of said Mossisdale Supply Company, to said Receiver; and the said Receiver is hereby empowered to bring, prosecute and defend all suits at law or in equity, which in his judgment may be necessary for the protection and/or preservation of the property and interests under his control and care

That said Receiver be and is hereby authorized to purchase material, goods and merchandise and to employ labor and to carry on the business of Mossisdale Supply Company, and make such ordinary commitments and contracts in respect thereof as he shall deem advisable during the period and until further action of the Court upon a hearing on said Receivership and the continuation thereof.

That upon security being entered by said Receiver, as required by law, the defendant, its agents and employees and all persons else, are hereby enjoined from retaining or taking possession of money, property, franchises, rights, privileges or other assets of Mossisdale Supply Company 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 and/or continuing any execution, warrant of distress or collection processes, or any writ or processes in the nature thereof, without first obtaining leave of the Court.

That security be entered by said Receiver in the sum of $10,000.00 to be approved by the Court.

That said temporary Receiver continue for a period of five days from the date of this decree and thereafter from time to time as the Court shall further decree

That Oct 14, 1935, at 10:00 o'clock A.M. in the Court Room at Clearfield, Pa., is fixed as the time and place for hearing on said Receivership and the continuation thereof; and the Receiver is directed to give notice to all officers, directors, stockholders, and known creditors of the 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 of them by ordinary mail By the Court,

W. Wallace Smith P.J.

Sept 21, 1935, Receiver's Bond in the sum of $10,000.00 with Aetna Casualty & Surety Co. as Surety, filed.

Sept 21, 1935, Bond approved by the Court W. Wallace Smith, P.J.

Sept 21, 1935, service accepted for Mossisdale Supply Co. and issuance of writ waived and enter my appearance of record for Defendant John C. Forsyth atty

Oct 14 - 1935 Defendant's Answer filed by Boulton & Boulton

Oct 14 - 1935 Requests for Findings of Fact filed by Boulton & Boulton

Oct 15, 1935, Decree of Court filed

Oct 14, 1935, this case came on to be heard upon Bill of Complaint and Answer thereto and upon testimony taken in open court on hearing held Oct 1935 to determine whether the temporary receivership theretofore created should be made permanent; and it appearing that notice in due course had been given by R. W. Wigton, temporary receiver, to all stock-holders, bondholders, and general creditors, and to the several taxing authorities, of the time and place of hearing, and counsel for unnamed creditors having been present and participated in the hearing by cross-examination of the plaintiff, and having made no objection to the permanency of the receivership,

It is ordered, adjudged and decreed as follows:

1. The Court finds the facts to be as they are set forth in the

Continued on Page 191 190 187 290-351-373-390 end

December Term 1935

Thompson & Litke	Joshua L Foster, Receiver of the County National Bank of Clearfield, Pa.	Oct 7, 1935, Bill in Equity filed. The defendants herein are all the parties in interest and beneficiaries of a certain trust indenture dated Dec 18, 1929 between H L Foxcey of Clearfield, Pa and the County National Bank of Clearfield, Pa the defendant H L Foxcey being the settlor and the defendants, Grace V. Llewellyn and Anna E Ross, Genevieve R Smith, and Charles B Foxcey being specifically mentioned beneficiaries of said trust indenture and George W Gaylor, trustee, being a trustee ad litem of the issue and potential issue of Grace V Llewellyn, Anna E Ross, Genevieve R Smith and Charles B Foxcey and representing the contingent interests and the interests of unborn persons which might be affected by such proceedings.
Oct 7	2	
	H L Foxcey, individually H L Foxcey, Guardian ad litem of Grace V Llewellyn, an incompetent, Anna E Ross, Genevieve R Smith, Charles B Foxcey and George W Gaylor, Trustee	
	Pro 2.50 " 2.00 " 1.50 " 3.00 " 1.00	By virtue of a certain trust indenture hereinbefore referred to, the said properties were set over to the said trustee to be held for the use of the parties defendant herein in the manner set forth in said agreement.
st. 12/6/35	Cd 1/7/36 by Rcr → 10.00 Shff Cum Bf Cliff 6/13/36 11.50 Shff Reams Co. by atty 5.50 " Alley Co. " " 5.60	By virtue of the suspension of business of the said County National Bank of Clearfield, Pa it is no longer advisable that the said Bank and/or Joshua L Foster, Receiver thereof act as trustee in the said estate but that the said trustee should be relieved of the duties of its appointment and discharged from all its responsibilities and liabilities and a successor appointed.
		Annexed hereto and marked Exhibit A is the final account of the County National Bank of Clearfield, Pa and/or Joshua L Foster, Receiver thereof, of the administration of the said trust which is submitted to your Honorable Court for approval and confirmation.
		Your petitioner is in need of equitable relief and prays as follows:
		To approve and confirm the final account of plaintiff annexed hereto and marked Exhibit A.
		To discharge the plaintiff from all the duties, responsibilities and liabilities.
		To appoint a successor trustee and to authorize and direct the plaintiff, upon approval and confirmation of the account and discharge of your plaintiff, to turn over all moneys and properties in said trust to such successor trustee.
		To make such further order as justice and equity may require.
		Edw. J. Thompson Solicitor for Plaintiff

First and Final Account of Trustee for
Grace V. Llewellyn

Principal Account:

The Accountant Charges itself:

1929 Dec 18	$3000 Kingdom of Norway 5½% Bonds	3,007.50
Dec 18	$3000 Kingdom of Belgium 6% Bond	3,037.50
		$6,045.00

Income Account:

1929 Dec 18	Accrd int to 12/18/29 on $3000 King of Belgium Bonds	83.50
Dec 18	Accrd int on $3000 Kingdom of Norway Bonds	7.79
1930 Jan 13	Kingdom of Belgium - Coupons due 11/30 $90.00	
	Less accrd int appraised 83.50	6.50
May 31	Kingdom of Norway - Coupons due 6/1/30 82.50	
	Less accrd int appraised 7.79	74.71
Jul 8	Kingdom of Belgium - coupons	90.00
Dec 3	Kingdom of Norway - coupons	82.50
1931 Jan 9	Kingdom of Belgium - coupons	90.00
May 28	Kingdom of Norway - coupons	82.50
Jul 1	Kingdom of Belgium - coupons	90.00
Nov 27	Kingdom of Norway - coupons due 12/1/31	82.50
Dec 29	Kingdom of Belgium - coupons due 1/1/32	90.00
1932 Jun 2	Kingdom of Norway - coupons due 6/1/32	82.50
Jun 23	Kingdom of Belgium - coupons due 7/1/32	90.00
Nov 28	Kingdom of Norway - coupons due 12/1/32	82.50
Dec 29	Kingdom of Belgium - coupons due 1/1/33	90.00
1933 May 29	Kingdom of Norway - " " 6/1/33	82.50
Jun 27	" " Belgium - " " 7/1/33	90.00
Dec 7	" " Norway - " " 12/1/33	82.50
1934 Jan 8	" " Belgium " " 1/1/34	90.00
Jun 5	" " Norway " " 6/1/34	82.50
Jun 30	" " Belgium " " 7/1/34	90.00
Nov 30	" " Norway " " 12/1/34	82.50
Dec 31	" " Belgium " " 1/1/35	90.00
1935 Jun 4	" " Norway " " 6/1/35	82.50
Jun 29	" " Belgium " " 7/1/35	90.00
		$1,987.50

The Accountant credits itself:

1930 Jan 7	Grace V. Llewellyn - Payment of income as due	90.00
Jun 2	Grace V. Llewellyn - Payment of income	82.50
Aug 15	" " " " " "	90.00
Dec 8	" " " " " " col to date	82.50
1931 Jan 3	Grace V. Llewellyn - Payment of income col to date	87.30
Jan 3	Co Natl Bank - Comm on income col to date	2.70
Jun 2	Grace V. Llewellyn - Net income col to date	80.02
Jun 2	Co Natl Bank - Comm on Income col to date	2.48
Jul 6	Grace V. Llewellyn - Net income col to date	87.30
Jul 6	Co Natl Bank - Comm on income col to date	2.70
Nov 30	Grace V. Llewellyn - Net income col to date	80.02
Nov 30	Co Natl Bank - Comm on income col to date	2.48
1932 Jan 2	Grace V. Llewellyn - Net income col to date	87.30
Jan 2	Co Natl Bank - Comm on income col to date	2.70
Mar 21	Reserve Acct for Taxes - Pa 4 mill personal property tax year 1931	16.67
Jun 1	Grace V. Llewellyn - net income col to date	63.35
Jun 1	Co Natl Bank - 3% comm on income col to date	2.48
Jul 1	Grace V. Llewellyn - Net income col to date & tax	87.32
Jul 1	Co Natl Bank - 3% comm on income col to date	2.72
Dec 1	Grace V. Llewellyn - Net income col to date	79.96
Dec 1	Co Natl Bank - 3% comm on income col to date	2.50
1933 Jan 4	Grace V. Llewellyn - Net income col to date	87.28
Jan 4	Co Natl Bank - 3% comm on income col to date	2.72
Jan 25	Reserve Acct for taxes - Penna 4 mill personal property tax 1933	19.86
Jun 1	Grace V. Llewellyn - Net income col to date	60.14
Jun 1	Co Natl Bank - 3% comm on Income col	2.50
Jul 1	Grace V. Llewellyn - Net income col to date	87.28
Jul 1	Co Natl Bank - 3% Comm on income col to date	2.72
Dec 7	Grace V. Llewellyn - Net income col to date & tax	80.00
Dec 7	Co Natl Bank - 3% comm on income col to date	2.50
1934 Jan 1	Grace V. Llewellyn - Net income col to date	87.28
Jan 1	Co Natl Bank - 3% comm on income col	2.72
Jun 15	Grace V. Llewellyn - Net income col to date	80.00
Jun 29	Grace V. Llewellyn - Net income col to date	87.28
Sept 8	Reserve Acct for taxes - Penna 4 mill personal property tax 1934	20.18
Dec 18	Grace V. Llewellyn - Net income col to date	59.57
1935 Jan 24	Grace V. Llewellyn - Net income col to date	87.30
Mar 13	Reserve Acct for taxes Pa 4 mill personal property tax 1935	23.18
Jun 4	Grace V. Llewellyn - Net income col to date	57.84
Jul 1	Grace V. Llewellyn - Income for support	50.00
Jul 26	Co Natl Bank - Accountants Comm 1% on Principal	60.45
Jul 26	Co Natl Bank - 3% comm on income col	18.22
Jul 26	W. A. Gallagher, Atty - Filing acct	10.00
	Pet and order for discharge	2.50
	Cert copy of order	.50 13.00
Sep 18	Edw J Thompson, Atty - Passing on acct for Recvr, preparing & presenting pet for dischg, and services in connection with proceedings in Equity	50.00
		$2,077.02

Summary

Principal Account Debits	6,045.00	
Principal Account Credits	000.00	$6,045.00
Income Account Debits	1,987.50	
Income Account Credits	2,077.02	-89.52
Net balance of Estate		$5,955.48

Assets in Hands of Trustee Making Up
Principal Balance of $6,045.00

$3000 Kingdom of Norway 5½% Bonds	3,007.50	
$3000 Kingdom of Belgium 6% Bonds	3,037.50	6,045.00
Income Account Cash Overdrawn		-89.52

Continued on next page

Continued from Page 195—

Oct 7, 1935, Motion for Appointment of Guardian ad Litem filed.
And now, Oct 7, 1935, upon consideration of the within motion, it is ordered and decreed that H L Foxcey is appointed Guardian ad litem in the above proceedings for Grace V Llewellyn and it is directed that a copy of all process in the above proceeding be served upon said guardian.
By the Court, W Wallace Smith, P J.

Oct 7, 1935, Motion for Appointment of Trustee, filed.
And now, Oct 7, 1935, upon consideration of the within motion, it is ordered and decreed that George W Gaylot is appointed trustee ad litem for all contingent interests and the interests of unborn persons and the issue or potential issue of Grace V Llewellyn, Anna E Ross, Genevieve R Smith and Charles B Foxcey under the terms of a certain trust indenture dated Dec 18, 1929, between H L Foxcey of Clearfield, Pa and the County National Bank of Clearfield, Pa and it is directed that said trustee be made a party to proceedings in said estate and a copy of all process be served upon said trustee.
By the Court, W Wallace Smith, P J.

Dec 2, 1935, Decree Entering Judgment filed.
Now, Dec 2, 1935, it appearing that service of process in conformity with law has been made upon all parties in interest in the above matter and that all interests in said estate have been represented in the action, judgment pro confesso is directed against the defendants and it is hereby ordered, adjudged and decreed as follows:

Decree Pro Confesso against the Defendants

The County National Bank of Clearfield, Pa and/or Joshua L Foster, Receiver thereof is hereby discharged from all the duties, responsibilities and liabilities of any kind whatsoever in connection with its administration of a certain trust created by indenture dated Dec 18, 1929 wherein H L Foxcey of Clearfield was settlor and the County National Bank of Clearfield, Pa Trustee and any bond or other obligation posted to secure the faithful performance of any duties connected with the said trust is hereby released.

Joshua L Foster, Receiver of the County National Bank of Clearfield, Pa is authorized and directed to pay the sum of $5.50 costs for extra-territorial service and the sum of $15.00, costs in connection with the appointment of George W Gaylor trustee for contingent interests and the interests of unborn persons who may be the issue or potential issue of parties in interest in the said proceedings together with the costs of the appointment of H L Foxcey guardian ad litem for Grace V Llewellyn, an incompetent, and to charge said costs and expenses, one-third to those possessing a lifetime interest in said trust and receiving the income therefrom and two-thirds of the said costs to the principal account of said estate.

And Joshua L Foster, Receiver of the County National Bank of Clearfield, Pa is further ordered and directed to turn over all of the assets of said estate to the County National Bank at Clearfield, Pa, successor trustee as per final account of its said administration corrected and adjusted as per the terms of this order.

The final accounting of the administration of said trust by the County National Bank of Clearfield, Pa. and/or Joshua L Foster, Receiver thereof, is hereby approved and confirmed absolutely.

Upon turning over the assets of the said estate to the successor trustee, in conformity with the terms of this order and decree, all duties, responsibilities and liabilities of the said County National Bank of Clearfield, Pa and/or Joshua L Foster, Receiver thereof shall immediately cease.

By the Court, W Wallace Smith, P J.

Oct 24-1935 - Served W. W. Gaylor Trustee by copy of bill personally. Oct 29-1935 Served H L Foxcey individually & as Hdr. of Grace V. Llewellyn incompetent personally at his home in Clfd. by copy. Oct 30-1935 Served Genevieve R Smith personally at her home in Clfd. Co

by copy of bill - nov. 21 - 1935 this bill Ret. servic having been made on
anna E. Ross by Sff of Beaver Co. (Oct 9-1935 - 11:40 a.m. personally by copy)
+ Dr Charles B. Forcey by Sff. of Alleg Co. (By leaving Copy with adult member
of his family at 105 Beaver st. Sewickley Pa on Nov. 8-1935) as per their
Ret. of service here to attached - So Ans. C.I.Y. Ammerman Sff.

April 7. 1936 Receipt of County Natl Bank at Clearfield Pa filed

Mar 17. 1936 Received from Joshua L. Foster Recvr. of the County National Bank of Clearfield
Pa. Trustee for Grace V. Llewellyn under a certain trust indenture dated Dec 18 1929. between H. L.
Forcey of Clearfield Pa and the County National Bank of Clearfield, Pa the following assets
Net Income received since filing First and Final account as shown by attached Schedule
"A" $95.29
Less Cash overdraft as shown by First and Final account $89.52 — 5.77
Bonds: $3000 Kingdom of Norway 5½% Bonds due June 1, 1965.
$3000 Kingdom of Belgium 6% Bonds due 1955.
The County National Bank at Clearfield substituted Trustee By E. M. Henry Trust Offer.

Income received and disbursements made since filing First and Final account.

Income 1935. Nov. 30. Kingdom of Norway - Coupons due 12/1/35	$2.50
1935 - Dec 31. Kingdom of Belgium - Coupons due 1/1/36	90.00
1936 Mar 17 M R Gallagher, Bro. Remibursement of Cost in Connection with Bill in Equity	3.00
	$175.50

Disbursements: Oct 31. 1935, Frank D. Holleran, Sheriff of Allegheny County
Costs for serving copy of Bill in Equity on Forcey 5.60
Dec. 19. 1935 Edward J Thompson, Atty - Extra territorial service
in Connection with Bill in Equity as allowed by Order of Court 5.50
Jan 6 1936 Reserve account for Taxes - Penna. 4 Mill personal
property tax for 1936. 24.13
Feb. 26 1936. Grace V Llewellyn - advance on income for support 30.00
Mar 9 1936 Reserve Account for taxes Penna. 1 Mill personal
property tax for 1936. 6.35
Mar. 17 1936 County National Bank of Clearfield - Accountants Com. 8.63
80.21

Summary
Total Income 175.50
Total Disbursements 80.21
Net Income 95.29

December Term 1935

Edw. J. Thompson	Joshua L. Foster, Recvr. of the County National Bank of Clearfield, Pa.		Oct. 7, 1935, Bill in Equity filed. The defendants are beneficiaries under the last will and testament of Mrs. Catherine Hastwick recorded in the records of Clearfield County in Will Book H, page 215 and under trust indenture between the County National Bank of Clearfield, Pa. and the said beneficiaries under date of April 23, 1926. By virtue of the suspension of business of the said County National Bank of Clearfield, Pa. it is no longer advisable that the said bank and/or Joshua L. Foster, Receiver thereof act as trustee in said estate but that the said trustee should be relieved of the duties of its appointment and discharged from all the liabilities and responsibilities of the said trust and a successor appointed. The defendant, Howard B. Hastwick, resides at the Ponce-de-Leon Apartments, St. Petersburg, Fla., and the defendant F. Gregory Hastwick, resides at 123 Forest Road, Fanwood, N. J. and it is necessary that your Honorable Court make a special order to provide for service of Bill upon said defendants. Your plaintiff is in need of equitable relief and prays as follows:
Oct. 7	3		
	Elizabeth H. Swoope, Howard B. Hastwick, T. Huston Hastwick and F. Gregory Hastwick		
	Pro	2.50	
	"	.50	
	"	1.00	
	"	3.00	
2 to Pelff 12/6/35	"	1.50	
	"	1.00	
		9.50	
		2.50	
		.50	
		12.50	
Dec. 9, 1935, Rec'd of Pelff Costs in full — $12.50 W. R. Gallagher, Pro.			
	S.R.Pff. by Rec'd 1/7/36	4.50	
4-4-45	Pro By Gdw 4-17-45	10.00	To approve and confirm final account of plaintiff annexed hereto and marked Exhibit A. To discharge the plaintiff from all the duties, responsibilities and liabilities of said trust. To appoint a successor trustee and to authorize and direct the plaintiff upon approval and confirmation of its account and upon its discharge to turn over all moneys and properties in said trust to such successor trustee. To make such further order as justice and equity may require. Edw. J. Thompson, Solicitor for Pltff.
	" adv. OK 301-302	8.00	
7-3-45	Pro	.50	
8-6-45	Pro Mar. 2. 1946 Pd by Co. Natl Bank Trustee	.50	
1-14-46 Confirmed and account to be filed	Pro	8.00	
	Pro Pet. Discg.	2.50	

First and Final Account of Trustee for Mrs. Elizabeth H. Swoope & Howard B. Hastwick:

Principal Account:

The Accountant Charges itself:

5 shares capital stock of Pa. R.R. Co.		$ 250.00	
$3000 General Refractories Co. 1st Mtge. 6% Bonds		3000.00	$ 3,250.00
1929 Apr. 11 To gain on $3000.00 General Refractories 6% Bonds called for payment	Sale Price 3,225.00 Book Value 3,000.00		225.00
Jun. 15 1930 Co. Natl Bank of Clfd - Proceeds 5 "			
Jan. 27 Penna. R.R. Co. rights			3.75
Co. Natl Bank of Clfd - Proceeds			
5 Penna. R.R. Co. rights			13.75
			$ 3,492.50

Income Account:

The Accountant charges itself:

1926 Aug. 3	General Refractories Co. - Coupons due 8/1/26	90.00
Sept 2	Penna Railroad Co. - Dividend	3.75
Dec 1	Penna Railroad Co. - Dividend due 11/30/26	4.38
1927 Feb 1	General Refractories Co. - Coupons due 2/1/27	90.00
Feb 28	Penna Railroad Co. - Dividend	4.38
May 31	Penna Railroad Co. - Dividend	4.38
Aug 17	General Refractories Co. - Coupons due 8/1/27	90.00
Aug 31	Penna Railroad Co. - Dividend	4.38
Nov 30	Penna Railroad Co. - Dividend	4.38
1928 Feb 1	General Refractories Co. - Coupons due 2/1/27	90.00
Mar 1	Penna Railroad Co. - Dividend	4.38
June 5	Penna Railroad Co. - Dividend	4.38
June 6	General Refractories Co. - Coupons	90.00
Sept 5	Penna Railroad Co. - Dividend	4.38
Dec 1	Penna Railroad Co. - Dividend	4.38
1929 Feb 19	General Refractories Co. - Coupons due 2/1/29	90.00
Mar 5	Penna Railroad Co. - Dividend	4.38
Apr 8	General Refrac Co. - int on bonds called this date	33.50
May 28	Northern States Power Co. - Coupons due 5/1/29	90.00
Jun 15	Penna Railroad Co. - Dividend	5.00
Sep 19	Penna Railroad Co. - Dividend	5.00
Oct 18	U.S. Liberty Loan Bonds - Coupons due 10/15/29	1.06
Nov 1	Northern States Power Co. - Coupons due 11/1/29	90.00
Dec 13	Penna Railroad Co. - Dividend	5.00
1930 Mar 5	Penna Railroad Co. - Dividend	5.00
May 6	U.S. Liberty Loan Bond - Coupons	1.06
May 6	Northern States Power Co. - Coupons	90.00
Jun 4	Penna Railroad Co. - Dividend	5.00
Jun 19	Co. Natl Bank of Clfd - Int on Savings acct $9,200	.69
Sept 6	Penna Railroad Co. - Dividend	5.00
Oct 10	U.S. Liberty Loan Bonds - Coupons	1.07
Oct 30	Northern States Power Co. - Coupons	90.00
Dec 3	Penna Railroad Co. - Dividend	5.00
1931 Mar 9	Penna Railroad Co. - Dividend	5.00
Apr 16	U.S. Liberty Loan Bonds - Coupons due 4/15/31	1.06
May 2	Northern States Power Co. - Coupons	90.00
May 28	Penna Railroad Co. - Dividend	5.00
Sept 2	Penna Railroad Co. - Dividend	3.75
Sept 29	Northern States Power Co. - Coupons due 10/1/31	45.00
Sept 29	Penna Power & Light Co. - Coupons due 10/1/31	22.50
Oct 15	U.S. 4th Liberty Loan Bond - Coupons due 10/15/31	1.06
Dec 1	Penna Railroad Co. - Dividend	2.50
1932 Mar 2	Penna Railroad Co. - Dividend	2.50
Mar 29	Northern States Power Co. - Coupons due 4/1/32	45.00
Mar 29	Pa. Power & Light Co. - Coupons due 4/1/32	22.50
Apr 13	U.S. Gov. 4th Liberty Loan Bonds - Coupons due 4/15/32	1.06
Sept 28	Northern States Power Co. - Coupons due 10/1/32	45.00
Sept 28	Pa. Power & Light Co. - Coupons due 11/1/32	22.50
Oct 19	U.S. Gov. 4th Liberty Loan Bond - Cpns due 10/15/32	1.07
Dec 20	Standard Gas & Electric Co. - Refund 4 mill tax on Northern States Power Co. bond	6.33
Dec 24	Co. Natl Bank - Int on av. daily bal	2.50
1933 Apr 3	Northern States Power Co. - Cpns due 4/1/33	45.00
1933 Apr 3	Penna Power & Light Co. - Coupons due 4/1/33	22.50
Apr 17	U.S. 4th Liberty Loan Bond - Coupons due 4/15/33	1.06
Apr 19	Pa. Railroad Co. - Dividends payable 3/15/33	2.50
Aug 2	Clfd Boro Improvement Bond - Coupons due 10/1/33	4.50
Oct 6	Northern States Power Co. - Coupons due 10/1/33	45.00
Oct 6	Penna Power & Light Co. - Coupons due 10/1/33	22.50
Oct 6	U.S. Liberty Loan Bond - Coupons due 10/15/33	1.06
1934 Jan 16	Standard Gas & Electric Co. - Refund Pa. 4 mill tax on Northern States Power Co. 4½% bonds	3.58
Jan 30	Clearfield Boro Improvement Bond - Cpns due 2/1/34	4.50
Mar 8	Co. Natl Bank of Clfd - Accrued int on Savings Acct	3.71
Mar 29	Northern States Power Co. - Coupons due 4/1/34	45.00
Mar 29	Pa. Power & Light Co. - Coupons due 4/1/34	22.50
Apr 13	U.S. 4th Liberty Loan Bond - Coupons due 4/15/34	1.06
May 18	Pa. Railroad Co. - Dividend	2.50
Aug 4	Clearfield Boro Improvement Bond - Cpns due 8/1/34	4.50
Sep 27	Northern States Power Co. - Coupons due 10/1/34	45.00
Sep 27	Penna Power & Light Co. - Coupons due 10/1/34	22.50
Nov 10	U.S. 4th Liberty Loan Bond - Coupons	1.07
Nov 15	Penna Railroad Co. - Dividend	2.50
Dec 26	Standard Gas & Electric Co. - Refund Pa. 4 mill personal property tax paid on Northern States Power Co. bonds	3.80
1935 Feb 15	Clearfield Boro Improvement Bond - Coupons due 2/1/35	4.50
Mar 15	Penna Railroad Co. - Dividend	2.50
Mar 29	Northern States Power Co. - Coupons due 4/1/35	45.00
Mar 29	Pa. Power & Light Co. - Coupons due 4/1/35	22.50
Apr 26	U.S. 4th Liberty Loan Bond - Coupons due 4/15/35	1.06
Jul 31	Clearfield Boro Improvement Bond - Coupons due 8/1/35	4.50
		4,730.66

The Accountant credits itself:

1926 Aug 6	Elizabeth H. Swoope - Income due 8/1/26	87.30
Aug 6	Co. Natl Bank of Clfd - Comm on income 3% $90.00	2.70
Dec 2	Mrs. Elizabeth H. Swoope - Income on Pa. Railroad Co. Stock, less commission	7.89
1927 Feb 5	Elizabeth H. Swoope - Income to date, less comm	87.30
Feb 5	Co. Natl Bank of Clfd - Comm on income	2.94
Aug 17	Mrs. Elizabeth H. Swoope - Income to date	95.80
Aug 17	Co. Natl Bank of Clfd - Admission on income to date	2.96
1928 Feb 16	Mrs. Elizabeth H. Swoope - Income to date	95.80
Feb 16	Co. Natl Bank of Clfd - Comm on income col. to date	2.96
Aug 7	Mrs. Elizabeth H. Swoope - Income col. to 8/1/28	95.80
Aug 7	Co. Natl Bank of Clfd - Comm on Income col. to date	2.96
1929 Feb 1	Mrs. Elizabeth H. Swoope - Net income to date	95.80
Feb 1	Co. Natl Bank - Comm on income col. to date	2.96
Apr 11	Co. Natl Bank of Clfd - Int on $3,000 Northern States Power Co. 6% bonds bought	80.00
Aug 3	Mrs. Elizabeth H. Swoope - Net income to date	51.29
Aug 3	Co. Natl Bank of Clfd - Comm on income col. to date	1.59
Aug 6	Co. Natl Bank of Clfd - Accrd Int on U.S. 4th Liberty Loan	.63
Nov 1	Mrs. Elizabeth H. Swoope - Net income to date	92.57
Nov 1	Co. Natl Bank of Clfd - 3% comm on income col. to date	2.86
1930 May 2	Mrs. Elizabeth H. Swoope - Net income to date	98.03
May 2	County Natl Bank of Clfd - 3% comm on income col.	3.03
Nov 1	Mrs. Elizabeth H. Swoope - Net income to date	98.03

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1931				1935	
Mar.9	Reserve acct. for Taxes Pa.4 mill personal property tax 1931		11.40	Jul.2	Elizabeth H. Swoope-income for support	50.00
May 1	Elizabeth H. Swoope, Net income col. to date		86.63	Sep.21	Co. Natl Bank of Clfd-2% comm on Principal Acct	69.85
May 1	Co. Natl Bank of Clfd-Comm on income col. to	11/30	3.05	Sep.21	Co. Natl Bank-5% comm on income col. fr	1/16/34	12.11
May 1	" " " " " -Comm on income col. to	5/1/31	3.03	Sep.21	W.R. Gallagher, Pro.-filing acct	12.00	
May 15	Co. Natl Bank-accrd. int. on Northern States Power 4½% bonds bought		11.00		Cert. & Order for discharge	2.50	
May 15	Co. Natl Bank-accrd. int. on Pa. Power & Light Co 4½% bond bought		5.50		Cert. Copy of order	.50	15.00
Oct.31	Mrs. Elizabeth H. Swoope-Net income col.		58.99	Sep.21	Edw. J. Thompson, atty-acct. pet. for discharge, services in connection with Equity		40.00
Oct.31	Co. Natl Bank-Comm on Income col. to date		1.82				$ 1,833.32
1932					Summary		
Mar.21	Reserve acct. for taxes Pa.4 mill personal property tax 1931		6.49		Principal Account Debits	3,492.50	
Apr.30	Mrs. Elizabeth H. Swoope-Net income col.		65.06		Principal Account Credits	000.00	3,492.50
Apr.30	Co. Natl Bank-3% Comm on income to date		2.01		Income Account Debits	1,730.66	
Nov.1	Mrs. Elizabeth H. Swoope-Net income col. to date		66.49		Income Account Credits	1,833.32	102.66
1933							$ 3,389.84
Jan.25	Reserve Acct. for taxes Pa.4 mill personal property tax 1933		3.77		Assets in Hands of Trustee Making Up		
May 1	Mrs. Elizabeth H. Swoope-Net income col.		73.70		Principal Balance of $ 3,492.50		
May 5	Co. Natl Bank-Comm on income col. to date		4.50		Bonds:		
May 16	O.V. Cooper-Accrd. int. to date on $200-Clearfield Boro 4½% Improvement bond		2.64		$ 50 U.S. 4th Liberty Loan 4½ Bond	49.50	
					$ 2000 Northern States Power Co 4½% Bond	1,975.00	
Nov.3	Mrs. Elizabeth H. Swoope-Net income col.		68.29		$ 1000 Pa. Power & Light Co 4½% Bond	980.00	
Nov.3	Co. Natl Bank-3% comm on income col. to date		2.13		$ 200 Clearfield Boro 4½% Improvement B.	200.00	3,204.50
1934					stocks:		
May 7	Mrs. Elizabeth H. Swoope-Net income col.		77.92		5 shares Pa. Railroad Co.		250.00
Sept.8	Reserve acct. for taxes Pa.4 mill personal property tax 1934		2.85				3,454.50
Nov.1	Elizabeth H. Swoope-Net income col. to date		70.37		Principal account cash		38.00
1935							3,492.50
Mar.14	Reserve acct. for taxes-Pa.4 mill personal property tax 1935		6.84		Income Account Cash Overdrawn		-102.66

Oct. 7, 1935, Motion for Service of Process filed.

And now, Oct. 7, 1935, upon consideration of the within motion, it is ordered and decreed that service of bills and process in the above entitled action upon defendants residing without the Commonwealth of Pennsylvania be made by service of said process upon them by an adult person by handing to said defendant a copy of said process or by leaving a copy of said process at the residence of the said defendant with an adult member of his or her said family or by leaving a copy of said process at the place of business of said defendant with an adult employee or agent, in each case making known the contents thereof, said service to be made within 15 days from the issuance of any process or the filing of any bill, and such process to be made returnable 15 days from the date of service thereof, except in the case of an original bill, in which instance the defendant must file an appearance within 15 days and an answer within 30 days after service thereof. Return of service shall be made by the party serving said bill or process, by an affidavit stating the manner in which said service was made, in conformity with this order.

By the Court,

W. Wallace Smith, P.J.

Oct 11. 1935 affidavit of service filed. served a copy of the Bill in Equity upon Frederick Gregory Hartwick by leaving the same with an adult member of his family namely Ruth C. Hartwick, his wife at the residence of Frederick Gregory Hartwick No. 125 Forest Road, Fanwood N.J. on Oct 9 1935. So ans. Ira Kurzman Atty. No. 9 Watchung Ave, Plainfield N.J.

Oct 31-1935 10:15-a.m. Served Bill on Elizabeth H. Swoope personally at her home in Clfd. by copy. Nov. 2-1935 1:30 P.M. Served Bill on T. Hunter Hartswick personally at 108 Cline St Clfd Co. by copy So ans C.H. Amon Sh

Dec. 2, 1935, Decree Entering Judgment filed

Now, Dec. 2, 1935, it appearing that service of process in conformity with law has been made upon all parties in interest in the above matter and that all interests in said estate have been represented in the action, judgment pro confesso is directed against the defendants and it is hereby ordered, adjudged and decreed as follows:

Decree Pro Confesso against the Defendants

The County National Bank of Clearfield, Pa and/or Joshua L. Foster, Receiver thereof is hereby discharged from all the duties, responsibilities and liabilities of any kind whatsoever in connection with the administration of a certain trust created under the last will and testament of Mrs. Catherine Hartswick set forth in the records of Clearfield County in Will Book H, page 215 and under trust indenture between the County National Bank of Clearfield, Pa and the beneficiaries of said trust under date of April 23, 1928, and any bond or other obligation posted to secure the faithful performance of any duties connected with the said trust is hereby released

The final accounting of the administration of said trust by the County National Bank of Clearfield, Pa, and/or Joshua L. Foster, Receiver thereof is hereby approved and confirmed absolutely and Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa is authorized and directed to pay the sum of $15.00 for extra-territorial service of the said Bill in Equity, together with the other costs of this proceeding and the sum of $10.00 attorney's fees in connection with this order and decree, said costs to be charged in the proportion of one-third to the income account of said trust and two-thirds to the principal account of said trust

Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to turn over to the County National Bank at Clearfield, Pa. successor trustee all of the assets of the said estate as revealed by the final account corrected and adjusted as per the terms of this order, and upon turning over the assets of the said estate to said successor trustee, all duties, liabilities and responsibilities of said County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof, shall immediately cease.

By the Court, W. Wallace Smith, P.J.

Rec'd from Joshua L. Foster, Recv. of the County Natl Bank of Clfd, Trustee for Mrs. Eliz. H. Swoope & Howard B. Hartswick:

Cash:

Principal cash as shown by First & Final Acct.	38.00	
Less principal disbursements as shown by Schedule "A"	21.17	16.83
Proceeds Investments called for Payment since filing First & Final Acct. as shown by attached Schedule "A"		250.00
		266.83
Income rec'd. since filing First & Final Acct. shown by Schedule "A"		147.56
Less Income disbursements made since filing First & Final Acct. as shown by Schedule "A":		116.69
		30.87
		266.83
		297.70
Less Income cash overdrawn as shown by First & Final Acct		102.66
		$195.04

Stocks:

5 shares Penna. Railroad Co.

Bonds:

$2,000 Northern States Power Co. 4½% Bond due 4/1/61

$1,000 Pa. Power & Light Co. 4½% Bonds due 4/1/81

County Natl Bank at Clearfield,
Successor Trustee
By E. M. Henry, Trust Officer

April 4, 1945, First and Final Account of The County National Bank at Clearfield, Trustee filed and notice of filing published in Clearfield Progress and Raftsman Journal to be presented to the Court for confirmation on Monday May 7, 1945.

The County National Bank at Clearfield, Trustee under Court Order of the Common Pleas Court of Clearfield County, Pa. dated Dec. 2, 1935, files its First and Final Account as follows:

Principal Account.

The Accountant Charges Itself:

1936
Aug 13. Received from J. L. Foster, Recv. of The County National Bank of Clearfield, former Trustee, Cash as shown by First & Final Account and Statement of Receipts since filing Acct. 266.83

Aug 13. Received from J. L. Foster, Recv. of The County National Bank at Clearfield, former Trustee, Penna. Power & Light Co. 4½% $1,000 Bond 1,071.25

Continued on Page 365

December Term 1935

E J Thompson	County National Bank of Clearfield, Pa.	Oct 7, 1935, Bill in Equity filed. Wherein your petitioner prays your Honorable Court as follows: 1. To make an order authorizing and
Oct 7	4	directing your petitioner to accept and receive from Z Leslie Hoover and Lida Hoover the conveyance
	Leslie Z Hoover Walter LeRoy Lanich	of a two-story brick dwelling, said conveyance to be made free and clear of all encumbrances
	Pro By Pfff 10-22-35 2.50	except unpaid taxes, in full settlement and compromise of a judgment against Z Leslie Hoover in the sum of $4875.00 at thereabouts and to
		expend the approximate sum of $782.00 for the payment of unpaid taxes, said premises being more fully described as follows:
		All that certain lot or piece of ground situate in the 2nd Ward of Clearfield Boro., bounded and described as follows: Beginning at an iron post on West Third Street at corner of lot of W J Dufton; thence along West Third Street South 62 ft 8 in to iron post at corner of alley; thence along said alley North 89° 21' East 86 ft to an iron post at corner of lot of H J Flegal; thence North along said Flegal and Alfred Graham property 63 ft 3 in to iron post on land of said Graham; thence along line of said Graham and W J Dufton south 89° 1 west 86 feet to post on West Third Street and place of beginning.
		And being the same premises which Alfred Graham and Emma E Graham, his wife, by deed dated May 6, 1903 conveyed to Z Leslie Hoover
		2. To make an order authorizing and directing your petitioner to accept and receive from Walter LeRoy Lanich and Anna M Lanich the conveyance of property known as 801 South Third Street, Clearfield, Pa., said conveyance to be made free and clear of all encumbrances except taxes in full settlement and compromise of a judgment against Walter Lanich in the sum of $2017.00 at thereabouts, said premises being more fully described as follows:
		All that certain piece or parcel of ground situate in what is known as Reed's Addition to Clearfield Boro., and known and numbered as Lot 1 in Block 5 in the plan or plat of lots in said Additions, and bounded on the Southeast by Railroad St; on the Northeast by Vine Street, now Latimer Street; on the Northwest by an alley; and on the Southwest by lot No. 3 in the same block, said lot having a frontage on Railroad Street of 50 ft. and extending along Vine Street, now Latimer Street 170 feet.
		And being the same premises which John McNulty and Violetta McNulty by deed dated Sept 20, 1924 and recorded in Deed Book 272, page 396, granted and conveyed to the said Walter LeRoy Lanich. Joshua L Foster, Receiver County Natl Bank of Clearfield, Pa.
		Oct 7, 1935, Order of Court filed. Now, October 7, 1935, upon consideration

of the within petition, it is ordered, adjudged and decreed as follows:

1. Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa., is authorized and directed to accept and receive from J. Leslie Hoover and Lida Hoover, his wife, the conveyance of a two-story brick dwelling, said conveyance to be made free and clear of all encumbrances except taxes, in full settlement and compromise of a judgment against J. Leslie Hoover in the sum of $4785.00 at thereabouts and to expend the sum of $782.00 in payment of unpaid taxes, said premises described in the prayer of the petitioner, above.

2. Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to accept and receive from Walter LeRoy Lanich and Anna M. Lanich conveyance of real estate known as 801 South Third Street, Clearfield, Pa., said conveyance to be made free and clear of all encumbrances except taxes in full settlement and compromise of judgment against Walter LeRoy Lanich in the sum of $2017.00 at thereabouts, said premises described in the prayer of the petitioner, above. By the Court, W. Wallace Smith, P.J.

Continued from Page 304, No 7 Sept T. 1932, Jean Snyder Croane vs Robert R. Snyder

Oct 18. 1937, Pet to settle Judgt of Samuel and Mollie Singer by N. F. Hoover Atty

And Now, to wit, this 18th day of Oct, 1937, the within Petition presented in open Court, upon motion of N. F. Hoover, Atty for Samuel Singer and Mollie Singer, and M. L. Silberblatt, Counsel for Roy Snyder, the prayer of the within petition is granted and Carl A. Belin, Master, is hereby directed to pay over to Samuel Singer and Mollie Singer the sum of $700.00 in full settlement and satisfaction of their debt against Roy Snyder out of funds now in the hands of said Master belonging to Roy Snyder, upon payment of said sum the attachment at No. 167 Dec T. 1936, shall be released and the Judgment of Samuel Singer and Mollie Singer against Roy Snyder shall be satisfied at the Cost of Samuel Singer and Mollie Singer.

By the Court W. Wallace Smith P.J.

Nov. 4 1937 Stipulation and Order filed

Now Nov. 1 1937. L. D. McCall, Esq., Counsel for Frances Zugler, Atty-in-Fact and for Peffs. in the above matter, and M. L. Silberblatt, Esq. Counsel for Robert R Snyder et al. having come before the Court and filed stipulation of settlement and requested an order to complete the settlement of the matters involved in the accounting for rent collections, distribution, and Counsel fees for the Plaintiffs in partition), in order to effect said settlement the Court hereby decrees as follows:

1. That Carl A. Belin, Master, pay to L. D. McCall, Atty for Peffs, the sum of $11.35 being the difference between the $712.41 mentioned in Parg. (2) of the stipulation and the $701.06 Credit thereon in Parg. (1) of the stipulation.

2. That the exceptions to the rent account of the Peffs be dismissed, and that the said sum of $701.06 set forth as due the defendants in this proceeding be held and retained by the Peffs as their property.

3. That the petition for fees of L. D. McCall as attorney for the petitioners in the partition proceeding be dismissed.

4. That the witness fees and costs in connection with the stipulation and order be limited to $35.00

5. That the balance of the fund in the hands of Carl A. Belin, Master, shall be paid to Bell & Silberblatt, Esqrs., Attorneys for Roy Snyder, lien creditor of John Snyder, deceased, in accordance with report heretofore filed by the master. By the Court, W. Wallace Smith, P.J.

December Term 1935

Edward J. Kelley	Charles B. Danvir	Nov. 16 1935 Bill of Complaint filed The Peff. is a duly qualified elector, resident of the Borough of Grampian, Pa. and operates a restaurant
Nov 16	5	wherein liquor is served under and by virtue of a license issued by Court of Penna. The Deft. is Prothonotary of Clearfield County
	W. R. Gallagher	and Clerk of the Court of Quarter Sessions W. R. Gallagher as Clerk of the Quarter Sessions must
	Prs 2.50	certify to Harrisburg, Pa. the results of elections including those held in the Boro. of Grampian, Pa.
	" postage 1.00	That on the ballot, at the election in Grampian
11-30-35	" 1.00	held on 5th day of Nov. 1935, there was a referendum
St. to Pf	4.50	on the question of whether or not liquor should be sold in the Boro. of Grampian and whether or not beer should be sold in the Boro. of Grampian
		That out of the 289 Votes which were Cast 254 Voted on the question of the referendum for liquor and 247 Voted on the referendum for beer.
		That on the referendum for liquor 131 people Voted that liquor licenses should not be issued and 128 Citizens Voted that liquor licenses should be issued.
		That on the referendum for Beer, 125 Citizens Voted that beer licenses should not be issued and 122 Citizens Voted that beer licenses should be issued.
		That there is an Act of Assembly covering liquor licenses. Approv. 29th day Nov. 1933. P.L. 1933 as amended by act of 1935
		That at the last General Election the Candidates poled a total of 286 Votes. That ten per cent of the above Vote for the said Office amounts to 29.
		That the petition filed in the Office of County Commissioners, shows that the petition for referendum on liquor Question was signed by 24 electors.
		That the petition filed in the Office shows that the petition for referendum on Beer Question was signed by 23 electors.
		Wherefore Pelf. having no adequate remedy at law, respectfully prays your Honorable Court to grant him equitable relief as follows.
		That your Honor will preliminary to hearing and finally thereafter prevent and restrain W. R. Gallagher, Clerk of the Court of Quarter Sessions, from returning the vote on the referendum in the Grampian Borough.
		That your Honor will, after hearing, decree that said petition for referendum not being in accord with the laws of the State of Penn. and not being signed by the necessary parties as required by law, is a nullity and the election held thereunder, to have no force and effect.
		That your Hon. Court will grant your Pelf's relief as may seem equitable and just in the premises
		Charles B. Danvir.

Nov. 16. 1935 affidavits of Geo. J. Rafferty and T. A Johnson filed.
Nov. 16. 1935 Upon consideration hereof and of the accompanying affidavits. Injunction refused but leave granted to renew application therefor on Friday Nov. 22. 1935 at 10:00 A M; at which time all parties interested may attend and be heard; and the Prothonotary is directed to give notice thereof to the District Attorney of Clearfield County, the Attorney General of Pennsylvania, the Pennsylvania Liquor Control Board, the Burgess of Grampian, Borough, and to at least three of the petitioners on each of the petitions for the Referendum. W. Wallace Smith P.J.
Nov. 18. 1935 Notices to above stated parties sent by Reg. Mail with request for return receipts
Nov. 18. 1935 Service accepted by copy and personal service by Sheriff waived Nov. 21 - 1935 W. R. Gallagher. Prs.
Service of Order of Court & notice accepted by copies - J. W. Solomon, H. W. Hatchy. Served on Henry A. Nelson Nov 21 - 1935 11:45 a.m. by copy left at his dwelling place with his wife & contents explained by Wm R Gallagher Jr.
Nov. 25. 1935 Opinion filed: Now Nov 23. 1935 for the reasons stated in the opinion filed herewith the prayer of the petition is refused and the proceeding dismissed By the Court W. Wallace Smith P.J.
Nov. 25. 1935 Exception noted and bill sealed to the petitioner W. Wallace Smith P.J.

December Term, 1935

W. A. Ramey	Hammond Realty Co.	Nov. 18, 1935, Bill in Equity filed. Wherein Plaintiff prays as follows: That the respondents be ordered
Nov. 18	6	and directed to answer this Bill. That the respondents be enjoined
L + S.	Marion M. Moore	from making any further conveyance of said
Chase + Chase	alias Marion M. Guelich Moore	real estate until disposition of this proceeding. That the conveyances of Marion M.
	William L. Moore	Guelich Moore and William L. Moore, her husband,
L. + S.	Hilda Spanglet	to Hilda Spanglet, and from Hilda Spanglet to
		Marion M. Guelich Moore and William L. Moore,
	Pro By Atty 2.50	be set aside and declared null and void, in
	" .50	order that the Orator may proceed by execution
	" .50	against said properties. That the Court may grant such other
	Sheff. 5.70	and further equitable relief as the plaintiff's
	Pro .50	case may require, and that the plaintiff be
	" .50	awarded its costs in this proceeding.
	" .50	W. Albert Ramey, Solicitor for
	" 1.50	Hammond Realty Company
	12.20	
1/4/36 Rec'd cost Sheff + Pro		Nov. 25 - 1935 Rec'd Copy fld Spanglet + Smith
$10.70 W. R. Galloway Pro		entr'ge for Hilda Spangler
		Nov. 25 - 1935 Rec'd Copy fld Spanglet Smith
		+ Chase + Chase attys entr'ge for Marion M. Moore
		alias Marion M. Guelich Moore + William L. Moore.
		Nov. 20 - 1935 10:45 a.m. Served bill + Def's
		Sta. on Hilda Spangler personally in office of Spanglet
		+ Smith cfd. Sa by 3 copies Nov. 20 - 1935
		Served Marion M. Guelich Moore + William Moore at
		their home on Turnpike Ave. cfd Sa at 11:00 o'clock
		a.m. by 3 copies personally. So an. C. H. Summers Shff
		Dec. 18 1935 Answer of Marion M. Moore and
		Wm L. Moore, Defts filed.
		Dec 19 1935 Service accepted by Copy. W. Albert
		Ramey. Atty for Defs.
		Dec 19 1935 Answer of Hilda Spangler, one of
		the Defts filed
		Dec 19 1935 Service accepted by Copy. W. Albert
		Ramey. Atty for Defs.
		Dec 23 1935 Pet. for more specific answer filed
		Dec 23 1935 Rule granted on Marion M. Guelich
		Moore and Wm L. Moore Defts to Show Cause why
		they should not file an answer specifying
		the facts upon which the conclusions are
		predicated in the paragraphs Complained of
		Ret to Argument Court. By the Court.
		W. Wallace Smith J.
		Now Dec 23. 1935 Service accepted + Issuance
		waived Chase + Chase. attys for Respondent
Jan 6. 1936 Petition filed		
Order of Court. Now Jan 6. 1936 the		Now, Jan 6, 1936 The above proceeding is settled
foregoing petition for discontinuance		and discontinued by virtue of authority of the Court
having been read. It is Ordered and		W. Albert Ramey, Atty for Pet.
directed that the parties hereto		Attest W. R. Galloway Jr Bros
be authorized through their		
Counsel, to discontinue the proceedings		
filed to the above styled number		
and term, upon payment of the		
costs pertaining thereto.		
By the Court W. Wallace Smith J.		

Cont'd from Page 182

Lauderbach Trust Co et al vs William D. Rice et al No 7 Sept T. 1935

Feby 26 - 1936 Answer of Arden Beard deft. filed by J. K. Neuling

Feby 26 - 1936 - Service of Ans. accepted on behalf of Miles & Co. by L. & S.

Feb. 28, 1936, Service of Answer accepted by copy (Clarence R. Kramer, Atty for William D. Rice

Feb. 19, 1936, Answer of Miles & Co., Deft filed by Liveright & Smith, attys.

Now, Feb. 21, 1936, Service accepted by copy (Clarence R. Kramer, Atty for William D. Rice

Now, Feb. 24, 1936, Service of Answer accepted by copy. James K. Neuling, Atty for Arden Beard

Oct. 5, 1938, Order of Court filed.

Now, September 30, 1938, this case having been settled by the parties upon being submitted to the Court (Ivan McKenrick, J.) for argument, but the formal record of the same not showing the effecting of said settlement, it is ordered that the case be removed from the Argument List until further request of counsel or direction of the Court. By the Court, W. Wallace Smith, P. J.

And Now Oct 13, 1938. Prothonotary is directed to mark the above action settled and discontinued. Arnold & Chaplin, attys for Pltff.

February Term 1936

Bell & Silberblatt N F Womer	Verla P. Emerick		Dec 11, 1935, Bill in Equity filed Wherein complainant says: That your oratot is a resident of the
Dec 11, 1935	I		City of Du Bois, Pa. That the defendant is a corporation existing
Peutz & Peutz	The Deposit Natl Bank Du Bois, Pa. James A Nelson Intervening Defendant		under and by virtue of the laws of the United States of America, with its principal office and place of business in the City of Du Bois, Pa. That on and prior to August 16, 1933
	Pro By atty CK 2422	2.00	your oratot was the wife of James A Nelson,
	"	.50	and known as Verla P. Nelson, and was a
	Shff Ammerman	9.10	resident of Sandy Township, Clearfield County, Pa.
	Pro	.50	Your oratot prays for equitable relief
	"	.50	as follows:
	"	.50	That the deed from your oratot and her
	"	.50	then husband, James A. Nelson, to the defendant
	"	.50	under date of August 16, 1933, and recorded in
	"	.50	Clearfield County, Pa in Deed Book Vol 306, page 331
	"	.50	be cancelled and be declared wholely fraudulent,
		.50	illegal and void.
		.50	That the deed from your oratot and her
		1.50	then husband, James A. Nelson, under date of
St to Peutz 1/1/39		1.00	August 16, 1933 to the defendant, be cancelled and
		18.60	declared wholely null and void under the laws
Jan 30 1939	Pro	1.50	of the Commonwealth of Penna and contrary to
		20.10	public policy.
			Such other and further relief as to the
March 3 1939	Recd of Peutz & Peutz		Court may be deemed to be fit and proper
costs:- Atty 2.00. Sheriff 9.10 Pro			Verla P. Emerick
9.00. Total 20.10 N. R. Gallagher Pro			Bell & Silberblatt & N F Womer, attys for Plff.
			Now, Dec 12, 1935, at 4:15 o'clock P.M. Served the within Bill in Equity on the Deposit National Bank of Du Bois, Pa by handing 3 certified copies of the original to J. L. Newmeyer, Cashier of said Bank in his office in the Deposit National Bank Building, in the City of Du Bois, Pa and making known unto him the contents thereof. So answers, Clarence A. Ammerman, Shff.
			Dec 23 1935 Preliminary Objections to Plffs Bill by Peutz & Peutz attys
			Dec 23 1935 Service accepted by Copy. N F Womer & Bell & Silberblatt attys for Plff
			Dec 24 1935 Pet to Intervene filed
			Dec 24 1935 It appearing that James A Nelson is the Cestui que trustent in the deed as well as the father of the Children and the natural guardian thereof. It is ordered that James A Nelson is granted leave to intervene in the said cause as a party Defdt and he shall further have 15 days from the date of this Order for filing an answer or preliminary Objections as he shall see fit. By The Court W. Wallace Smith P.J.
			Dec 23 1935 Service accepted by 3 copies, N F Womer of Counsel for Plff.

Next Page

Dec 27 1935 Preliminary Objections filed by Reutz + Reutz attys
dec 26 1935 Service Accepted by 3 copies. N. F. Warner + Bell + Silberblatt, attys for Reff
Jan 25 1936 Opinion filed
Now Jan 25 1936 in accordance with opinion herewith the preliminary objections are overruled and the defendant and intervening defendant are granted an additional period of fifteen days within which to file answer to the averments of the Bill By the Court W. Wallace Smith P.J.
Feby 13 - 1936 Intervening defr. filed Answer to Reff's Bill of Complaint
Feby 11 - 1936 service accepted by 3 copies - N. F. Warner
Feby 21 - 1936 Reff's Replication to new matter filed - service accepted by copy on Feby 20 - 1936 by Reutz + Reutz
Apr 21 1936 Testimony Lodged. Hearing Mar 10 1936 before W. Wallace Smith P.J
Apr 24 1936 Notice of filing of testimony + Service of same on N. F. Warner + B. + S. filed.
Aug 14 - 1936 - Opinion + Order filed. Now Aug 14 - 1936 - in accordance with memorandum opinion filed herewith, the order made by the Court at the conclusion of the Reff's testimony is revoked, and the case is set down for taking of further testimony on Monday, Aug 31 - 1936 at 1:30 P.M. Unless because of unsufficient notice or otherwise either party shall desire a later date to be fixed in which event the same shall be determined by the Court after consulting with counsel.
By the Court. W. Wallace Smith P.J.
Jan 25 1937 Testimony Lodged. Jan 27 1937 Notice of lodging Testimony taken on Jan 21 1937 filed
Sept 22 1938 Petition for Final Decree filed by Reutz + Reutz attys
Sept 22 1938 Rule granted to show Cause why prayer of petition should not be granted. Ret. First Monday of Oct. Next. W. Wallace Smith P.J.
Sept 22 1938 Service accepted by copy. F. Cortez Bell atty for Reff.
Sept 22 1938 On Oct Argt List 1938
Now Jan 18 1939 It is agreed by N. F. Warner, Counsel for Reff and Reutz + Reutz Counsel for the Deposit National Bank, Deft and James A. Nelson, Intervening Deft, that a judgment be entered in favor of the Deft Deposit National Bank and James A. Nelson Intervening Deft. on the recording of the deed from James A. Nelson divesting himself of all interest in the said property and also upon payment of the Court costs, excluding witness fees and Counsel fees, which said costs to be paid out of the estate created by the income from the property in question for the benefit of the children
Jan 30 1939 Judgment directed to be entered in accordance with above Stipulation and Bill in Equity dismissed. W. Wallace Smith P.J.

Judgment for Defendant and Intervening Defendant.
W. R. Gallagher Prothonotary

February Term 1936

Bell & Silberblatt	Ellis K. Smeal and Florence H. Smeal	Dec. 17, 1935, Bill in Equity filed. Wherein your oratorss pray as follows: That the deed of August 8, 1921, recorded in Clearfield County in Deed Book 253 page 59,
Dec 17	2	be reformed by the striking therefrom of the paragraph beginning with the words: "Together with the right of ingress, into, through said
Walter Welch	Howard Bumbarger	land"; said paragraph being deemed to have no further force and effect.
		That a permanent injunction be issued restraining the said Howard Bumbarger, or any assigns, from mining and removal of any coal from the property of your oratorss, other than the coal contained in what is known in the locality as the split vein.
Pro By Atty 12-24-35	2.50	That the said Howard Bumbarger, or his assigns, be held to have no right to
Shff	6.50	trespass over the surface of this or other lands
Pro	.50	of your oratorss, or to the mining and removal
"	.50	of any coal therefrom.
		That the amount of damages be assessed against the said Howard Bumbarger for the unlawful mining and removal of coal from the land of your oratorss in violation of the agreement; and that said damage be assessed for the failure to support the surface or violation of the water rights in said agreement.
		For such other and further equitable relief as in the judgment of your Honorable Court should be deemed just and proper.
		That your oratorss be awarded the costs of this proceeding.
		Bell & Silberblatt, attys. for Plffs.
		Dec. 17, 1935, 5 Copies Certified to Shff.
		Dec. 28. 1935 Served Bill in Equity & Bill of Complaint on Howard Bumbarger, Deft. personally a true & attested copy of same at his home in Graham Twp. Clearfield Co. Pa at 11 o'Clock A M. and making known unto him the contents so ans
		Clarence N. Ammerman Shff.
		Jan 7 1936 By paper filed Walter Welch, atty enters his appearance for Howard Bumbarger and all papers to be served on Walter Welch atty.
		Jan 7 1936 Service of Notice of filing appearance accepted by Bell & Silberblatt attys for Orators
		Jan 23 1936 Defts answer filed. Jan 23 1936 service accepted by Copy Bell & Silberblatt, attys for Orators
		of argt list
		ct arg list

Contd from Page 249 Joshua L Foster vs Minnie B Peale No 3 Sept T. 1936

The Accountant Credits itself as follows:

1925
Jan 3. Mary E Devling Income to date 174.60
Jan 3. Co Natl Bank of Clfd Com on Income Rec to date 5.40
Jul 2. Mary E Devling - Income to date 174.35
Jul 2. Co Natl Bk of Clfd Com on Income Rec to date 5.39
Jul 27. Foster H. Kerr. Tax Coll. personal property tax for 1925 14.00
Less rebate .70 13.30
Dec 31. Mary E Devling - Income to date less Com 135.08
Dec 31. Co Natl Bank of Clfd Com on Income Coll to date 5.28
1926
Jul 1. Mary E. Devling - Income to date 149.14
Jul 1. Co Natl Bank of Clfd Com on Income Col to date 4.61
1927
Jan 3. Mary E. Devling - Income to date 149.14
Jan 3. Co Natl Bank of Clfd Com on Income Coll to date 4.61
Jul 1. Mary E. Devling - Income to date 149.14
Jul 1. Co Natl Bank of Clfd Com on Income Coll to date 4.61
1928
Jan 4. Mary E. Devling - Income to date 149.14
Jan 4. Co Natl Bank of Clfd Com on Income Coll to date 4.61
Jul 3. Mary E. Devling - Income to date 149.14
Jul 3. Co Natl Bank of Clfd Com on Income Coll to date 4.61
1929
Jan 2. Mary E. Devling - Income to date 149.14
Jan 2. Co Natl Bank of Clfd Com on Income Coll to date 4.61
Jul 2. Mary E. Devling - Income to date 149.14
Jul 2. Co Natl Bank of Clfd Com on Income Coll to date 4.61
1930
Jan 3. Mary E. Devling - Income to date 98.44
Jan 3. Co Natl Bank of Clfd Com on Income Coll to date 3.11
Jul 3. Mary E. Devling - Income to date 149.14
Jul 3. Co Natl Bank of Clfd Com on Income Coll to date 4.61
1931
Jan 3. Mary E. Devling - Income to date 149.91
Jan 3. Co Natl Bank of Clfd Com on Income Col to date 4.64
Mar 9. Reserve Acct for Taxes - Penna 4 Mill personal property tax 7.60
Jul 6. Mary E. Devling - Income to date 142.30
Jul 6. Co Natl Bank of Clfd Com on Income Col to date 4.64
1932
Jan 12. Mary E. Devling - Income to date 157.05
Jan 12. Co Natl Bank of Clfd Com on Income Col to date 4.86
Mar 21. Reserve Acct for taxes - Penna 4 Mill personal property tax for 1931 3.38
Jul 1. Mary E. Devling - Income to date 148.36
Jul 1. Co Natl Bank of Clfd Com on Income Col to date 4.71
1933
Jan 5. Mary E. Devling - Income to date 150.29
Jan 5. Co Natl Bank of Clfd Com on Income Col to date 4.67
Jan 25. Reserve Acct for taxes - Penna 4 Mill personal property tax for 1933 1.92
Jul 6. Mary E. Devling - Income to date 147.20
Jul 6. Co Natl Bank of Clfd Com on Income Coll to date 4.63
1934
Jan 1. Co Natl Bank of Clfd Com on Income Col to date 4.63
Jan 1. Mary E. Devling - Income to date 149.12
Sep 8. Reserve Acct for taxes - Penna 4 Mill personal property tax for 1934 1.52
1935
Jan 28. Co Natl Bank of Clfd Com on Income Coll to date 9.25
Jan 28. Mary E Devling Income to date 298.63
Feb 4. L. H. Darr. Reg & Rec. Pet & Order on Discg Trustee 1.25
Feb 4. L. H. Darr. Reg & Rec. Cert Copy of Order .50
Mar 13. Reserve Acct for Taxes - Penna 4 Mill personal property tax for 1935 .76

Mar 30. Ed J. Thompson. Atty Passing on Acct for Recv. & Serv. in Connection with Bill in Equity 75.00
Mar 30. H. R. Gallagher. Prothy. 1/2 Cost filing Acct 5.00
Entry fee pro Confessa 1.25
Advertising 3.50 9.75
Mar 30. Co Natl Bank of Clfd Com on Income Collected to 2/15/35 to date 17.78
3,349.50

Trust no 2. Changes in Investments

1924
Jul 15. $3,500.00 Note of A. P. Covery dated 9/1/22 due 9/1/26 3.500.00
Paid Sept 21, 1925 3500.00 000.00

1925
Sep 22. Purchase of $3500.00 Clearfield Boro. Improvement 4½% Bonds of 55. 3.500.00

Oct 14. $2000.00 Utilities Power & Light Corp 5% Bonds of 69 Substituted by Donor for $2000.00 Carrolltown Coal Co 5% Bonds of 42 2,000.00

Oct 17 Purchase of $2000.00 Carrolltown Coal Co 5% Bonds of 42. Purchased by Authority of Donor at $2.00 2.00

Summary

Trust #1 Minnie B Peale

Principal account Debits 9000.00
Principal account Credits 90.00 $ 8910.00

Income Account Debits 4878.94
Income account Credits 4752.44 126.50

Assets in hands of Trustee making up
Principal Balance of $8910.00
$2500.00 Clearfield Boro School Dist 4½ Bds 2500.00
Cash 6410.00 8910.00

Assets in hands of Trustee making up
Income Balance of $126.50
Cash $ 126.50

Trust #2 (Mary E. Devling)
Principal Acct Debits 6500.00
Principal acct Credits 65.00 $ 6435.00
Income Acct Debits 3555.48
Income acct Credits 3349.50 205.98

Assets in hands of Trustee making up
Principal Balance of $6435.00
Bonds:
$1000.00 Kittanning Water Co 5's of 33 1000.00
3500.00 Clearfield Boro Impv. 4½'s of 55 3500.00
2000.00 Utilities Power & Light Corp 5's of 59 2000.00
6500.00
Less Principal Cash overdraft 65.00 6435.00

Assets in hands of Trustee making up
Income Balance of $205.98
Bond:
$2000.00 Carrolltown Coal Co 5's of 42 2.00
Cash 203.98 205.98

February Term 1936

Liveright + Smith	Mahaffey National Bank of Mahaffey Pa. a national Banking association		Dec 20. 1935 Case Stated It is agreed between Geo. J Baumer Receiver of the Mahaffey National Bank Penna and M. A Caldwell Receiver of the First Natl Bank of Irvona Penna that the following case stated to the Court for such Judgment and decree as the facts warrant; for the purpose of Confirming the title to Whichever of the parties hereto is entitled thereto, or as may be required by law or equity under the facts herein stated Mahaffey Natl Bank by Geo J Baumer Recv Apr 11 1936 Amendment to case stated filed by Liveright + Smith. now April 11-1936 - Leave is granted to file the attached Amendment to the case stated in above entitled proceedings. By The Court. W. Wallace Smith P.J.
	The First National Bank of Irvona, Pa a National Banking association		July 29. 1936 Opinion filed
		3	Decree of Court. Now the 29th day of July A.D. 1936 in accordance with the Opinion heretofore filed in the above stated case, the following decree is entered It is hereby Ordered and Decreed that the title to the premises involved located in the Borough of Westover, Clearfield County, Pa. is in the Mahaffey National Bank of Mahaffey, Pennsylvania, and that the Receiver of The First National Bank of Irvona shall make a deed Conveying such title or interest as he has in said property to the Mahaffey National Bank of Mahaffey Pa; further that said Receiver of The First National Bank of Irvona be authorized to Charge off said property from the assets of his trust. Costs of this proceeding to be paid by the parties jointly By the Court W. Wallace Smith PJ
	Pro	2.50	
	"	.50	
	"	.50	
	"	1.00	
St Batty		4.50	
Sept 30, 1936, Recd of Mahaffey Natl Bank $2.25, being their share of costs in this case. W.R. Gallagher, Pro.			

Page contd from Page 211. Joshua L. Foster vs Minnie B. Reale, Mary E. Devling No. 3 Sept T. 1936

And Now June 1. 1936. It appearing that service of process in conformity with law has been made upon all parties in interest in the above matter and that all interests in said estate have been represented in the action, Judgment pro confesso is directed against Defendants and it is hereby Ordered, adjudged and decreed as follows:-

The County National Bank of Clearfield, Pa and/or Joshua L. Foster, Recvr. thereof is hereby discharged from all the duties, liabilities and responsibilities of any kind whatsoever in connection with the administration of a certain trust created by agreement dated the 7th day of April, 1923 between Minnie B. Reale and Mary E. Devling, parties of the first and Minnie B. Reale and Mary E. Devling, parties of the first and second part and the County National Bank of Clearfield, Pa., trustee and any bond or other obligation posted to secure the faithful performance of such duties, liabilities and responsibilities is hereby released

The final accounting of the administration of said trust by the County National Bank of Clearfield, Pa and/or Joshua L. Foster, Recvr. thereof is hereby approved and confirmed absolutely.

Joshua L. Foster, Recvr. of the County Natl Bank of Clearfield, Pa is authorized and directed to turn over to the County National Bank at Clearfield, Pa., successor trustee, all of the assets of the said estate as revealed by the account, less the cost of this proceeding, and upon turning over the assets of the said estate to the said successor trustee, all duties, liabilities and responsibilities of the said County National Bank of Clearfield, Pa., and/or Joshua L. Foster, Recvr. thereof, shall immediately cease. By the Court. H. Wallace Smith P.J.

June 13, 1936 Received from Joshua L. Foster, Recvr. of the County National Bank of Clearfield, Pa Trustee for Minnie B. Reale and Mary E. Devling, under agreement dated April 7. 1923, the following assets:

Trust Fund #1, Minnie B. Reale.

Cash

Principal Cash as shown by First and Final account	6410.00	
Income cash as shown by First and Final account	126.50	$ 6536.50
Income Rec'd since filing First and Final account.		
5/5/36- Clearfield Boro. School District		
bond Coupons due 5/1/36	56.25	
6/12/36- W. R. Gallagher, Pro. Refund Adv. Costs	3.50	59.75 $ 6596.25

Bonds:-

$ 2500.00 Clearfield Boro. School Dist 4½% Bonds
(Coupons due 11/1/36 Etseq attached

Trust Fund #2 Mary E. Devling.

Cash:-

Income Cash as shown by First + Final account	203.98	
Less Principal cash overdraft	65.00	138.98

Income Recv since filing First + Final Acct.

6/12/36 W. R. Gallagher, Prothy Refund Adv. Costs	~~3.50~~	3.50	$ 142.48

The County National Bank at Clearfield, Successor Trustee for Minnie B. Reale and Mary E. Devling under agreement dated Feb 26. 1935. E. M. Henry, Trust Offer.

June 13. 1936 Recd Mar 13. 1936, Recd from Joshua L. Foster Recv Co. Natl Bank of Clearfield, Trustee for Mary E. Devling, under agreement dated April 7. 1923 the following securities:

Bonds: $ 1000. Kinsburne Water Co. 5's due 3/1/33 extended,
3500 Clearfield Boro Impv. Bond 4½% due 8/1/55
2000 Utilities Power + Light Corp. 5's due 2/1/59
2000 Carrolltown Coal Co. 5's due 1/1/42

The County Natl Bank at Clearfield, Trustee for Mary E. Devling under agreement dated Feb. 26. 1935. E. M. Henry Trust Offer.

Cont'd. on Page 255

February Term 1936

Edw. J. Thompson — Joshua L. Foster Receiver of County National Bank of Clearfield Pa — Jan. 20 1936 Bill in Equity filed + First + Final Acct Praying your Honorable Court to Confirm the Final Account of Reff and to discharge the Reff from all duties of the said trust and to release any bond posted to secure the faithful performance of its duties. To appoint a successor trustee and to authorize the Reff upon approval and confirmation of its account and upon its discharge to turn over all moneys and properties in the said trust to such successor trustee. Joshua L. Foster Recv. of the County Natl Bank of Clearfield Pa Trustee for a Cemetery Fund under agreement with Johnson W. Potter, Dudley G. Potter, F. Elizabeth Potter, Mary A. Potter Anderson, Grace O. Potter Harry B Potter and Geo. R. Potter dated Oct 9. 1931 filed your at this First and Final Acct as follows

Jan 20 — +

Principal account

Liveright + Smith — Johnson W. Potter, Elizabeth Potter, W. O. Anderson, Admr. of the Estate of Grace O. Potter Decd, Dudley G. Potter, Mary A. Potter Anderson, George R. Potter and Johnson W. Potter and George R. Potter, Admrs of Est of Harry B. Potter Inre: Trust for Cemetery Maintenance

The accountant Charges itself as follows

Dec 17. 1931

Dudley G. Potter — Fund for Cemetery Trust 71.43
Johnson W. Potter — Fund for Cemetery Trust 71.43
F. Elizabeth Potter Fund for Cemetery Trust 71.43
Mary A Potter Anderson — Fund for Cemetery Trust 71.43
Grace O. Potter — Funds for Cemetery Trust 71.43
Harry B. Potter — Funds for Cemetery Trust 71.43
George R. Potter — Funds for Cemetery Trust 71.42 — 500.00

Investments made by Trustee and either sold or paid

Oct 16. 1933 — $ 5.00 Clfd Boro 4½% Improv. Bonds purchase price 500.00
Aug 4. 1934 — $ 500. Clfd. Boro. 4½% Improv. bonds sale price 500.00
000.00

Pro acct 10.00
" disc 2.50
" copy .50
13.00

Sept 4, 1936, Rec'd of Reff $13.00, being costs in full. W. R. Gallagher, Pro.

Income Account

The accountant Charges itself as follows:

Summary

Principal account Debits 500.00
Principal account Credits 0.00.00 — $ 500.00

Income Account Debits 29.04
Income Account Credits 30.97 — 1.93
$ 498.07

Jun 14 1932 Co. Natl Bank — Int on average daily Bal 5.30
Dec 24 Co. Natl Bank — Int on average daily Bal 6.25
Jan 30 1934 Clfd Boro. Improv bond — Coupons due 2/1/34 — 11.25
Less accrued Int paid 5.01 — 6.24
Aug 4 Clfd Boro Improvement Bonds — Coupons due 8/1/34 — 11.25
29.04

The Accountant Credits itself as follows:

Apr 18 1932
Herman Guenot Labor sodding gravel 1.50
Sept 5. 1934
Mary Potter Anderson — Funds for the purchase of shrubbery + flowers for Cemetery lot and tax 10.02
Nov. 4. 1935 W. R. Gallagher, Pro — Filing account, Pet and Order for discharge 13.00
Certified copy of Order
Nov. 4. Edw. J. Thompson Atty. — Passing on account for Recv. preparing and presenting Pet for discharge 5.00
Nov. 4 County Natl Bank of Clfd — Accountants Commission 1.45
30.97

Assets in hands of Trustee making up principal account balance of 500.00 ~~5000~~
Cash Balance 500.00
Income acct overdrawn 1.93
$ 498.07

Jan 18. 1936 We Liveright + Smith hereby accept service on the within Bill of Complaint on behalf of Johnson W. Potter, Elizabeth Potter, O. W. Anderson Admr. of the Est of Grace O. Potter Decd, Dudley G. Potter Mary A. Potter Anderson, Geo. R. Potter, and Geo. R. Potter, Admrs. of Est of Harry B. Potter; both residents and non residents of Penna and Waive service thereof
Liveright + Smith Attys

Jan. 22, 1936, Liveright & Smith, Attys. enter their appearance for Johnson W. Potter, Elizabeth Potter, O. W. Anderson, Admr. Grace O. Potter, dec'd. Est., Dudley G. Potter, Mary A. Potter Anderson, George R. Potter, and Johnson W. Potter, Admrs. of Est. of Harry B. Potter.

March 2, 1936 within Account confirmed Ni si. to be confirmed absolute on four days unless exceptions are filed. W. Wallace Smith. P. J.

Now Mar. 7 1936 No exceptions filed, account is confirmed absolute. W. R. Gallagher.

June 7, 1937, Service is hereby accepted of Bill in Equity in this matter as of January 20, 1936 by the Defendants in this case.

June 7, 1937, Motion for Judgment Pro Confesso & Order of Court filed.

Now, June 8, 1937, comes the plaintiff by counsel and moves the Court to enter judgment pro confesso in the above matter and assigns as reasons therefor That while more than 30 days have elapsed since the service of process in the above action, no answer has been filed by any or all of the said defendants. Edw. J. Thompson, Atty. for Plff.

Now, June 8, 1937, upon consideration of the within motion, it is ordered, adjudged and decreed as follows, to wit:

The first and final account of Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. in the above matter is hereby approved and confirmed as stated in the above action.

The County National Bank of Clearfield, Pa., and/or Joshua L. Foster, Receiver thereof, is hereby discharged from all the duties, liabilities and responsibilities of his said trust and any bond or other obligation posted to secure the faithful performance of the same is hereby released.

The County National Bank at Clearfield, Pa. is hereby appointed successor trustee of the said trust and the said Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to turn over to said successor trustee all monies and properties of the said trust as revealed by the account of the fiduciary as approved and confirmed herein.

By the Court, W. Wallace Smith, P. J.

Sept. 7. 1937 Received from Joshua L. Foster, Receiver of County Natl Bank of Clearfield Trustee for a Cemetery Fund under agreement Oct 9. 1931, Cash balance as shown by First and Final Account — $498. 07

The County Natl Bank at Clearfield. successor Trustee. By E. M. Henry, Trust Offer.

February Term 1936

Edgr J Thompson	Joshua L Foster Receiver of the County National Bank of Clearfield Pa	Jan 20 1936 Bill in Equity & First and Final Acct Praying your Honorable Court to confirm the Final Account and to discharge the Reff from all the duties and liabilities of said trust and to release any bond posted to secure the performance of its duties
Jan 20	S	To appoint a successor trustee and direct the Reff upon confirmation of its account and upon its discharge to turn over all money unto the said trust to such successor trustee
Liveright & Smith	Johnson W Potter Elizabeth Potter O W Anderson Admr of the Est of Grace O Potter decd Dudley G Potter, Mary A Potter Anderson George R Potter & Johnson W Potter Admrs of Est of Harry B Potter, George R Potter, individually County Natl Bank at Clearfield	Joshua L Foster Recvr Co Natl Bank of Clearfield Pa Trustee for Johnson W Potter, Elizabeth Potter, Dudley G Potter, Mary A Potter Anderson, Harry B Potter and Grace A Potter under agreement dated Oct 9, 1931, files for it this First and Final Account as follows:-
	Pro 9.00	Principal Account
	" duplg Cert 2.50	The Accountant charges itself as follows:
	11.50	1931 Nov 5 Items recd from the above heirs of Emma B Potter Est as set out in agreement. (Appraisal figures are those made at death of Emma B Potter, November 28, 1930)
		Bonds:
		$3,000 Berlin City Elec Co - 6½% bonds of 1959 5,620.00
		1,000 Jacob Dold Packing Co - 6% bonds 635.00
		500 Assoc Gas & Elec Co - 5% Deb Bond 389.38 6,644.38
		Stocks:
		6 shares Armour & Co of Delaware, Pfd stock 438.00
		3 " Atchison, Topeka & Santa Fe Ruy Com 559.50
		3 " Harbison Walker Ref Co Pfd 330.00
		1 " Farthaus State Bank stock 100.00
		3 " Northern Pacific Ruy Co 157.50
		18 " Pennroad Corp 126.00
		33 " Wilson Petroleum Corp 1.00
		8 " Potter, Biglet & Potter Inc 1,200.00
		6 " Jacob Dold Packing Co Pfd 64.50
		50 " Railroad shares, Inc 225.00
		20 " Translux Daylight Picture Screen Co 140.00
		3 " National City Bank, New York 315.00 3,655.50
		$10,299.88
Sept 4, 1936 Recd of Reff $11.50 being costs in full W R Gallagher, Pro		The Accountant credits itself as follows:
		1936 Jan 6 To distribution as per Schedule attached $306.11

Income Account

The Accountant charges itself as follows:

1931 Dec 1	Atchison, Topeka & Santa Fe Ruy Co - Div	7.50	Apr 8	Assoc Gas & Elec Co - int on 5% Gold Debentures	12.50
1932 Jan 12	Armour & Co of Delaware Pfd Stock Div	10.50	Apr 20	Harbison Walker Ref Co Pfd Stock Div.	4.50
Jan 12	National City Bank of New York - Div	3.00	May 3	Jacob Dold Packing Co - Cpns due 5/1/32	30.00
Jan 21	Harbison Walker Ref Co - Pfd Stock Div	4.50	Jun 9	Atchison, Topeka & Santa Fe Ruy Co - Div	3.00
Jan 28	Berlin City Elec Co - Coupons due 2/1/32	260.00	Jul 11	Armour & Co of Delaware - Pfd Stock Div	10.50
Feb 3	Northern Pacific Ruy Co - Div	2.25	Jul 11	National City Bank of N Y - Div	1.50
Feb 11	Potter, Biglet & Potter, Inc - 40% Div	320.00	Jul 20	Harbison Walker Ref Co - Pfd stock div	4.50
Mar 2	Atchison, Topeka & Santa Fe Ruy Co - Div	4.50	Jul 26	Berlin City Elec Co - Cpns due 8/1/32	260.00
Apr 4	Armour & Co of Delaware - Pfd Stock Div	10.50	Sept 23	Potter, Biglet & Potter, Inc - 20% div	160.00
Apr 4	National City Bank of N Y - Div	2.25	Oct 1	Assoc Gas & Elec Co - semi-annual int on 5% Gold Debenture Bonds due 1968	12.50

Oct 1	Armour & Co of Delaware - Pfd stock Div	10.50
Oct 1	Natl City Bank of N.Y. - div	1.50
" 25	Harbison Walker Ref Co - Pfd stock Div	4.50
Nov 4	Jacob Dold Packing Co - Gen due 11/1/32	30.00
Dec 31	Armour & Co of Delaware Pfd Stock Div	10.50
Dec 31	Natl City Bank of N.Y. - Div	1.50
1933 Jan 30	Berlin City Elec Co - Gens due 2/1/33	260.00
Apr 3	Assoc Gas & Elec Co - semi annual int on 5% Gold Debenture Bonds due 1968	12.50
Apr 6	Armour & Co of Delaware Pfd Stock Div	10.50
" 6	Natl City Bank of N.Y. - div	.75
" 7	Jacob Dold Packing Co - Refund Pa 4 mill Tax on $1000 Bond	2.41
" 27	Jacob Dold Packing Co - Gens due 5/1/33	30.00
Jul 10	Armour & Co of Delaware - Pfd Div	10.50
Jul 10	Natl City Bank of N.Y. - div	.75
Jul 21	Harbison Walker Refr Co - Pfd Div	4.27
Oct 6	Armour & Co of Delaware - Pfd Div	9.97
Oct 6	Assoc Gas & Elec Co - semi-annual int	12.50
Oct 6	Natl City Bank of N.Y. - div	.71
Oct 23	Harbison Walker Ref Co - Pfd Div	4.28
Nov 9	Jacob Dold Packing Co - Gens due 11/1/33	30.00
1934		
Jan 8	Armour & Co of Delaware - Pfd Div	9.97
" 8	Jacob Dold Packing Co - Refund 4 m tax	2.47
Jan 30	Harbison Walker Ref Co - Pfd Div	4.28
Feb 1	Natl City Bank of N.Y. - Div	.75
Feb 19	Translux Daylight Picture Screen Corp Div	2.00
Mar 1	Harbison Walker Ref Co Pfd Div	9.00
Mar 5	Co Natl Bank of Clfd - Proceeds Berlin City Electric Co 6½% bond coupons	211.35
Apr 13	Assoc Gas & Elec Co - semi-annual int on 5% debenture bonds due 1968	12.50
Apr 13	Natl City Bank of N.Y. - div	.75
Apr 13	Armour & Co of Delaware - Pfd div	10.50
Apr 20	Harbison-Walker Ref Co - Pfd div	4.50
Apr 20	Patter, Biglet & Patter, Inc - 1933 royalty	20.83
Jul 21	Armour & Co of Delaware - Pfd div	10.50
Jul 21	Harbison-Walker Ref Co - Pfd div	4.50
Aug 28	Natl City Bank of N.Y. - div	1.00
Sep 1	Translux Daylight Picture Screen Corp	2.00
Sep 8	Atchison, Topeka & Santa Fe Ry Co - Div	6.00
Apr 28	Jacob Dold Packing Co - Gens due 5/1/34	30.00
Nov 10	Armour & Co of Delaware - Pfd div	10.50
Nov 10	Assoc Gas & Elec Co - semi-annual int on 5% debenture bond series of 1968	12.50
Nov 10	Harbison Walker Ref Co - Pfd div	4.50
Nov 10	Jacob Dold Packing Co - Gens due 11/1/34	30.00
1935		
Jan 25	Harbison Walker Ref Co - Pfd stock Div	4.50
Jan 25	Jacob Dold Packing Co - refund 4 mill tax	3.04
Jan 25	Armour & Co of Delaware - Pfd stock div	10.50
Feb 15	Natl City Bank of N.Y. - div	1.50
Mar 8	Translux Daylight Picture Screen Corp	2.00
Apr 26	Harbison Walker Ref Co - Pfd Div	4.50
Apr 26	Jacob Dold Packing Co - Gens due 5/1/35	30.00
Apr 26	Armour & Co of Delaware - Pfd stock div	10.50
Apr 26	Assoc Gas & Elec Co - semi-annual int on 5% Debenture Bonds due 1968	12.50
May 1	480 German Reichmarks received in settlement of 70% of the value of Berlin City Electric Co Bond - Gens due 7/1/34	1.00
May 1	Berlin City Elec Co - cash rec'd in settlement of 30% of value of Gens due 7/1/34	78.62
May 16	Armour & Co of Delaware - Pfd stock div	10.50
Jul 20	Harbison-Walker Refrac Co - Pfd Div	4.50
Aug 7	National City Bank, N.Y. - Dividend	1.50
Sep 3	Translux Daylight Picture Screen Corp - Div	2.00
Sep 3	Atchison, Topeka & Santa Fe R.R. Co - Div	6.00
Oct 28	Armour & Co of Delaware - Pfd Stock Div	10.50
Oct 28	Assoc Gas & Elec Co - int on Debenture Bonds	12.50
Oct 31	Jacob Dold Packing Co - Gens due 11/1/35	30.00
Oct 31	Harbison Walker Refrac Co - Pfd Div	4.50
Dec 28	Pennroad Corp - Dividend	3.60
		$ 2,216.30

The Accountant credits itself as follows:

1932		
Mar 1	Trust Co of N.A. - Stock transfer tax on 20 shares Translux Daylight Picture Screen Corp	.80
Mar 7	L.H. Dart, Reg & Rec - 10 short certs & 3 N.A. certs	6.50
Mar 21	Reserve acct for taxes - 4 mill personal property tax	11.44
Apr 4	Co Natl Bank of Clfd - Trustees Com on income collected to date	31.25
Oct 4	Co Natl Bank of Clfd - 5% Com on income Col 4/4/32 to date	25.49
1933		
Jan 25	Reserve acct for taxes - Pa 4 mill personal property tax for 1933	21.00
Apr 6	Co Natl Bank of Clfd - 5% com on income Col 10/4/32	16.52
Aug 28	Chas Ulrich, Co Treas - 1933 Co Tax on property listed under name of W.B. Patter	.72
1934		
Sep 8	Reserve Acct for taxes - Pa 4 mill personal property tax for year 1934	18.64
Feb 27	Chas Ulrich, Co Treas - Erie Co tax for 1934 on lot in Hamburg, N.Y.	.78
Feb 27	Samuel Piper, Rec't taxes & assessments - State, Co & Town taxes for 1935 on lot in Erie Co assessed in name of W.B. Patter	.70
Mar 5	Chas Ulrich - Co Treas, Erie Co - additional tax for 1934 on lot in Hamburg, N.Y.	.20
Mar 14	Reserve acct for taxes Pa 4 mill personal property tax for year 1935	16.12
1936		
Jan 6	To distribution as per Schedule attached	1,750.19
Jan 6	Edw J. Thompson, atty - Passing on acct for Rec't preparing & presenting Pet for discharge, and services in connection with Proceedings in Equity	40.00
Jan 6	Co Natl Bank of Clfd: Bal of 5% com on income to date	37.56
Jan 6	W.R. Gallagher, Pro - Filing acct 9.00	
	Filing Pet & Order for discharge 2.50	11.50
	Federal Tax on Vouchers - 1932 - 1933 - 1934	.58
		1,989.99

(next page)

Schedule of Distribution

Principal Account

1933				
Oct 5	Johnson W. Potter—1/7 share distribution	43.73		
	F. Elizabeth Potter—1/7 share distribution	43.73		
	Dudley G. Potter—1/7 share distribution	43.73		
	Mary A. Potter-Anderson—1/7 share distribution	43.73		
	George R. Potter—1/7 share distribution	43.73		
	Harry B. Potter—1/7 share distribution	43.73		
	Grace O. Potter—1/7 share distribution	43.73		
			306.11	

Income Account

Johnson W. Potter—1/7 share distribution as follows:			
Apr 4, 1932	82.14		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Aug 3, 1934	20.00	247.88	
F. Elizabeth Potter—1/7 share distribution as follows:			
Apr 4, 1932	82.14		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Aug 3, 1934	20.00	247.88	
Dudley G. Potter—1/7 share distribution as follows:			
Apr 4, 1932	82.14		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Jun 1, 1934	20.00		
Nov 20, 1934 advance on acct distributive share of income	15.00	262.88	
Mary A. Potter-Anderson—1/7 share distribution as follows:			
Apr 4, 1932	82.14		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Aug 3, 1934	20.00	247.88	
George R. Potter—1/7 share distribution as follows:			
Apr 4, 1932	82.15		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Aug 3, 1934	20.00	247.89	
Harry B. Potter—1/7 share distribution as follows:			
Apr 4, 1932	82.15		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Aug 3, 1934	20.00	247.89	
Est. of Grace O. Potter—1/7 share distribution as follows:			
Apr 4, 1932	82.15		
Oct 4, 1932	69.35		
Apr 6, 1933	41.79		
Oct 5, 1933	34.60		
Aug 3, 1934	20.00		
		247.89	
		1,750.19	

Summary:

Principal Account Debits		$ 10,299.88
Principal Account Credits	306.11	$ 9,993.77
Income Account Debits	2,216.30	
Income Account Credits	1,989.99	226.31
		$ 10,220.08

Assets in Hands of Trustee Making Up Principal Account

Balance of $ 9,993.77

Bonds:

$ 8000 Berlin City Elec Co—6 1/2%—1959	5,620.00	
1000 Jacob Dold Packing Co—6%	635.00	
500 Assoc. Gas & Elec Co—5% Deb. Bond	389.38	6,644.38

Stocks:

6 shares Armour & Co of Delaware	438.00	
3 " Atchison, Topeka & Santa Fe Ry	559.50	
3 " Harbison Walker Ref Co	330.00	
2 " Karthaus State Bank stock	100.00	
3 " Northern Pacific Ry Co	157.50	
18 " Pennroad Corp	126.00	
33 " Wilson Petroleum Corp	1.00	
8 " Potter, Bigbee, & Potter Inc. $ 1200.00 reduced $ 320.00	880.00	
6 " Jacob Dold Packing Co	64.50	
50 " Railroad shares, Inc	225.00	
20 " Trans Daylight Acct. Screen Co	140.00	
3 " Natl City Bank, N.Y.	315.00	3,335.50

Cash:

Cash balance		13.89
		$ 9,993.77

Assets in Hands of Trustee Making Up Income Balance of $ 226.31

480 Reichmarks	1.00	
Cash Balance	225.31	226.31

Jan 22, 1936 Liveright & Smith, Attorneys, enter their appearance in behalf of Johnson W. Potter, Elizabeth Potter, & W. Anderson, Admx of Est of Grace O. Potter, deceased, Dudley G. Potter, Mary A. Potter Anderson, George R. Potter, and Johnson W. Potter, Admrs of Est of Harry B. Potter, Defendants.

Jan 18 1936 We hereby accept service on within Bill of Complaint and waive service thereof. Liveright & Smith P.Q.

Mar 2 1936 within Account Confirmed Ni Si to be Confirmed Absolute in four days unless exceptions are filed By the Court N. Wallace Smith P.J.

Now Mar 7 1936 No exceptions filed. account is Confirmed Absolute. N. R. Gallagher Prs

June 7, 1937, Service is hereby accepted of Bill in Equity in this matter as of January 20, 1936, by the defendants in this case.

June 7, 1937, Motion for Judgment Pro Confesso & Order of Court filed.

Now, June 8, 1937, comes the plaintiff by counsel and moves the Court to enter judgment pro confesso in the above matter, assigning therefor the reason that although more than 30 days have elapsed since the service of process in the above matter, no one or more of the said defendants have filed an answer to the said Bill in Equity.

Edw. J. Thompson, Atty. for Plaintiff

Judgment Pro Confesso

Now, June 8, 1937, upon consideration of the within petition, it is ordered, adjudged and decreed as follows:

The account of Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. as filed in the above case is approved and confirmed.

The County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof, is hereby discharged from all the duties, responsibilities and liabilities of the said trust and any bond or other obligation posted to secure the faithful performance of the same is hereby released.

O. W. Anderson is hereby appointed successor trustee of the said estate for and in behalf of all beneficiaries of the same, for the liquidation and distribution of such assets as are distributed to him as agent in auditor's report of Harold Boulton to No. 2 in Equity, September Term, 1936.

The report of Harold Boulton, Auditor, to No. 2 Sept. T. 1936, in Equity in the Court of Common Pleas of Clearfield County, in which distribution of the monies and properties of this said estate was directed by the said Auditor and which said report of audit was confirmed ni si October 21, 1936 and absolutely thereafter in accordance with the rules of Court, is hereby approved in this proceeding and Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa., is authorized and directed to distribute the property and assets of the said estate in accordance with the terms of said report of audit as confirmed by the Court and to turn over to O. W. Anderson, successor trustee, such properties of the said estate as directed by the said report of audit to be placed in the hand of O. W. Anderson in behalf of all beneficiaries of the said estate.

By the Court, W. Wallace Smith, P.J.

June 7, 1937, Motion and Order of Court filed.

Now, June 8, 1937, upon consideration of the within motion, it is ordered, adjudged and decreed as follows: That George R. Patter, individually, and The County National Bank at Clearfield, Pa. are hereby made parties defendant in the above entitled action with the same force and effect as if the said parties had been originally served with process and named in the proceedings as originally instituted and in the same manner and to the same effect as the other parties named in the said actions. By the Court, W. Wallace Smith, P.J.

February Term 1936

Edw. J. Thompson vs Joshua L. Foster, Recvr. County National Bank of Clearfield Pa

Jan 20 6

Jan 20 1936 Bill in Equity + First and Final Acct'g

Your Orator prays Your Honorable Court to confirm the Final Account and to discharge the Def't from all duties of said trust and to release any Bonds posted to secure the faithful performance of its duties To appoint a successor trustee and to direct the Def't upon the confirmation of its account and discharge to turn over all moneys and properties in the said trust to such successor trustee

Joshua L. Foster Recvr. of The County National Bank of Clearfield Pa. Trustee for F. Elizabeth Potter, Grace O. Potter, Dudley G. Potter, Mary A. Potter Anderson, George R. Potter and Harry B. Potter under Agreement dated Oct 9. 1931 files for it this First and Final Account as follows:-

Principal Account

The Accountant charges itself as follows:

1931
Nov. 5 Stocks as rec'd from Emma B. Potter Est. Trust No. 212 as set out in Agreement:

42 shares stock, The County Natl Bank of Clfd	16,787.14	
48 shares Gen. Refrac Co	2,164.50	
48 " Harbison Walker Ref Co	1,918.29	
24 " Penna R.R. Co	1,383.64	
6 " 1st Natl Bank, Pittsburgh	2,121.43	24,375.00

Nov 5 Bonds as rec'd from Emma B. Potter Est. Trust No. 212 as set out in Agreement:

$ 3000 Atlantic City Elec Co 5½% due 1954	3,127.50	
1000 American Tel & Tel Co 6½% due 1943	1,080.00	
1000 Indiana & Mich. Elec Co 5% due 1955	1,040.00	
1000 United Power & Light Corp 6% due 1944	1,030.00	
1000 Florida Power & Light Co 5% due 1954	850.00	
1000 Arkansas Power & Light Co 5% due 1956	982.50	
1000 Kansas Power & Light Co 6% due 1955	1,030.00	9,140.00

Nov 5 Mortgages as rec'd from Emma B Potter Est. Trust No. 212 as set out in Agreement;

Participation in Mtge of Francis C. Shillenn and Mrs. Caroline Shillenn	1,500.00	
Participation in Mtge O. Neil J. Shugarts and Mrs. Eva C. Shugarts	2,500.00	
Participation in Mtge Chas. G. Williams, et ux	800.00	
" " " Wm. C. Goss	1,900.00	6,700.00
		$ 40,215.00

Sept 4, 1936, Rec'd of Riff $1.50 on Pro Costs
W. R. Gallagher, Pro.
Aug 12. 1937 Rec'd of Co. N. Bank 2.00 Bal due W. R. Gallagher.

(The items received from the Emma B Potter Est are listed at values as shown in the Appraisal of the said Estate.)

Everett + Smith vs O. W. Anderson, Admr. of the Est of Grace O. Potter, Dec'd. Dudley G. Potter Mary A. Potter Anderson, George R. Potter, Johnson W. Potter and George R. Potter, Admrs. of the Est. of Harry B. Potter Heirs of Emma B Potter, County Natl Bank at Clearfield & County Natl Bank at Clearfield, Successor Trustee H. B. Potter Est.

Prw acct 11.00
" Desq 2.50
13.50

Income Account

The Accountant charges itself as follows:

1931

Nov 16	W.C. Goss - on acct int on mtge	12.67
Nov 19	Chas Edw. Williams, et ux - int to 11/20/31 on mtge	24.00
Nov 27	General Refractories Co - Dividend	13.75
Nov 27	John J. Wilt - Int to 11/27/31 on mtge	45.00
Dec 1	Harbison Walker Refrac Co - Div	12.00
Dec 1	Penna R.R. Co. - Dividend	13.00
Dec 29	Florida Power & Light Co - Cpns due 1/1/32	25.00
Dec 29	United Power & Light Co of Kansas - Cpns due 1/1/32	30.00

1932

Jan 4	First Natl Bank, Pittsburgh - Div.	15.00
Jan 4	First Natl Bank, Pittsburgh - Div	6.00
Jan 4	Co. Natl Bank - Dividend	252.00
Jan 4	W.C. Goss, on acct int on mtge	12.67
Jan 12	Co. Natl Bank of Clfd - Accrued int. on bonds sold as follows:	
	$ accrued int fr Jan 1, to date on 1000, United Light & Power Co due 1/1/44	1.67
	* accrued int fr Sept 1st to date on 1000, Ind & Mich Elec Co due 3/1/55	18.06
	* accrued int from Oct 1, to date on 1000 Arkansas Pwr & Light due 10/1/56	13.89
		$ 33.62

1932		33.62	
	accrued int. fr. Nov. 1 to date on $1000 American Tel & Tel 5½'s due 11/1/43	10.69	
	accrued int. fr. Nov. 1, to date on $1000 Kansas Pwr & Light Co 6's due 5/1/55	1.67	
	accrued int. fr. Jan 1, to date on $1000 Florida Power & Light 5's due 1/1/54	1.39	
	accrued int. fr. Nov. 1, to date on $3000 Atlantic City Elec 5½'s due 5/1/54	32.08	89.45
Feb 11	W.C. Goss - on acct int on mtge		12.67
Mar 2	Penna R.R. Co - Dividend		12.00
Mar 2	Harbison Walker Ref Co - Div		6.00
Mar 21	E. E. Smith - Int to 3/16/32 on mtge participation		40.84
Mar 21	Orel J. Shugarts et ux - Int to 12/2/32 on mtge		75.00
Apr 4	Co Natl Bank of Clfd - Dividend		252.00
Apr 4	First Natl Bank at Pittsburgh - Dividend		18.00
Apr 13	W.C. Goss - on acct int on mtge		6.33
May 3	W.C. Goss - on acct int on mtge		12.67
May 3	Daniel Lefflet - Int to 3/4/32 on mtge participation		39.47
May 20	C. E. Williams et ux - Int to 5/20/32 on mtge		24.00
Jun 3	John J. Wilt - Int to 5/27/32 on participation in mtge of Francis Shillenn et ux		45.00
Jun 9	W.C. Goss - on acct int on mtge		6.33
Jun 17	E. E. Smith - Int to 6/16/32 on mtge participation		75.00
Jul 11	First Natl Bank of Pittsburgh - Dividend		12.00
Jul 11	County Natl Bank of Clfd - Dividend		210.00
Sep 21	W.C. Goss - on acct int on mtge		9.50
Sep 21	E. E. Smith - Int to 9/16/32 on mtge		75.00
Sep 21	James A. Wrigley - Int to 10/2/32 Orel J Shugarts to Mtge		125.00
Oct 1	First Natl Bank of Pittsburgh - Div		12.00
Oct 1	Co Natl Bank of Clfd - Dividend		210.00
Oct 14	W.C. Goss - on acct int on mtge		9.50
Oct 25	Daniel Leffler - Int to 9/4/32 on mtge participation		120.00
Oct 25	Orel J. Shugarts - Int to 10/20/32 on mtge		7.50
Nov 12	W.C. Goss - on acct int on mtge		9.50
Nov 25	C. E. Williams - Int to 11/20/32 on mtge		24.00
Dec 3	United Pwr & Light Corp - Refund Pa 4 mill Tax on Bond		3.27
Dec 5	Ill Power & Light Corp - " " " " " "		3.42
Dec 10	Arkansas Pwr & Light Co - Refund Pa 4 mill Tax on Bond		3.00
Dec 10	Florida Pwr & Light Co - Refund Pa 4 mill Tax on "		2.77
Dec 10	John J Wilt - Int to 11/27/32 on participation in mtge of Francis Shillenn et ux		45.00
Dec 15	Atlantic City Elec Co - Refund Pa 4 mill Tax on Bonds		11.06
Dec 15	W.C. Goss - on acct int on mtge		9.50
Dec 20	E. E. Smith - Int to 12/16/32 on mtge		75.00
Dec 24	Co Natl Bank - Int on average daily bal		6.25
Dec 31	First Natl Bank of Pittsburgh - Dividend		12.00
Dec 31	Co Natl Bank of Clearfield - Dividend		210.00
1933			
Jan 17	W.C. Goss - on acct int on mtge		9.50
Feb 17	W.C. Goss - on acct int on mtge		9.50
Apr 3	First Natl Bank of Pittsburgh - Div		12.00
Apr 3	Penna R.R. Co - Dividend		12.00
Apr 3	W.C. Goss - on acct int on mtge		9.50
Apr 17	W.C. Goss - on acct int on mtge		9.50
May 17	Chas Edw Williams et ux - Int to 5/20/33 on mtge		24.00
May 29	John J Wilt - on acct int on participation in mtge of Francis Shillenn et ux		29.38
Jun 19	E. E. Smith - int to 6/16/33 on mtge		150.00
Jun 19	W.C. Goss - on acct int on mtge		9.50
Jun 27	J. Bruce Meyer - on acct int on mtge		16.32
Jul 10	First Natl Bank of Pittsburgh - Div		12.00
Jul 18	W.C. Goss - on acct int on mtge		9.50
Aug 2	John J Wilt - Int to 5/27/33 on participation in mtge of Francis Shillenn et ux		15.62
Aug 21	W.C. Goss - on acct int on mtge		9.50
Sep 9	J. Bruce Meyer - on acct int on mtge		13.22
Sep 26	W.C. Goss - on acct int on mtge		12.67
Oct 6	First Natl Bank of Pittsburgh - Div		11.40
Oct 6	J. Bruce Meyer - on acct int on mtge		8.99
Oct 17	W.C. Goss - on acct int on mtge		12.67
Nov 17	Chas Edw Williams, et ux - Int to 11/20/33 on mtge		24.00
Dec 16	E. E. Smith - Int to 12/16/33 on mtge		150.00
Dec 16	Daniel Lefflet - Int to 1/4/33 on mtge		80.00
Dec 27	W.C. Goss - on acct int on mtge		9.50
1934			
Jan 8	First Natl Bank at Pittsburgh - Div		11.40
Jan 30	W.C. Goss - on acct int on mtge		9.50
Feb 19	W.C. Goss - on acct int on mtge		22.17
Mar 16	Penna R.R. Co - Dividend		12.00
Apr 13	First Natl Bank at Pittsburgh - Div		12.00
Apr 13	W.C. Goss - on acct int on mtge		9.50
May 18	Chas Edw Williams et ux - int to 5/20/34 on mtge		24.00
May 18	W.C. Goss - on acct int on mtge		9.50
May 18	Daniel Lefflet - Int to 5/4/33 on mtge		80.00
Jun 5	Harbison - Walker Ref Co - Dividend		12.00
Jun 19	E. E. Smith - Int to 6/16/34 on mtge		150.00
Jun 19	W.C. Goss - on acct int on mtge		9.50
Jul 21	First Natl Bank of Pittsburgh - Div		12.00
Aug 28	W.C. Goss - on acct int on mtge		9.50
Sep 8	Harbison - Walker Ref Co - Dividend		12.00
Sep 27	Penna R.R. Co - Dividend		12.00
Nov 10	First Natl Bank at Pittsburgh - Div		12.00
Nov 21	Chas E. Williams et ux - Int to 11/20/34 on mtge		24.00
Nov 21	W.C. Goss - on acct int on mtge		9.50
Dec 14	Harbison - Walker Ref Co - Dividend		6.00
Dec 26	W.C. Goss - on acct int on mtge		9.50
Dec 31	E. E. Smith - Int to 12/16/34 on mtge		150.00
1935			
Jan 25	First Natl Bank at Pittsburgh - Div		12.00
Feb 15	Francis C. Shillenn et ux - Int on mtge to 11/27/33		45.00
Feb 20	Daniel Lefflet - Int to 7/4/33 on mtge		40.00
Mar 1	Harbison - Walker Ref Co - Div		12.00
Mar 6	Francis C. Shillenn, et ux - Int on mtge to 5/27/34		45.00
Mar 15	Penna R.R. Co - Dividend		12.00
Apr 26	Daniel Lefflet - Int on mtge to 8/4/33		20.00
Apr 26	First Natl Bank at Pittsburgh - Div		12.00
May 1	O. W. Anderson, admr Grace O. Potter Est - Int fr 4/26/33 to 4/27/35 on demand note 600.00		72.10
May 17	Chas Edw Williams et ux - Int to 5/20/35 on mtge		24.00
May 27	J. Bruce Meyer - On acct int on mtge		16.53
Jun 1	Harbison - Walker Ref Co - Dividend		12.00
Jun 22	Francis Shillenn - Int to 11/27/34 on mtge		45.00
Jun 27	E. E. Smith, Int to 6/16/35 on mtge		150.00

1935
Jul 16 First Natl Bank of Pittsburgh - Div 12.00
Sep 3 Harbison-Walker Refrac Co - Dividend 12.00
Sep 4 Francis Shillenn et ux - Int on mtge to 7/27/35 45.00
Oct 1 First Natl Bank of Pittsburgh - Div 12.00
Nov 21 Chas E Williams et ux - Payment on acct int due 11/20/35 on mtge participation 8.00
Nov 25 Chas E Williams et ux - Bal of int due 11/20/35 on mtge 15.82
Dec 3 Harbison-Walker Refrac Co - Div 12.00
Dec 28 E E Smith - Int to 12/16/35 on mtge 150.00
Dec 30 Francis Shillenn et ux - int to 11/27/35 on mtge 45.00
Dec 31 General Refractories Co - Div 24.00
$4,512.91

The Accountant Credits itself as follows:-
1931
Nov 7 Emma B Patter Est - Accrd int to 11/4/31 on bonds & mtges taken over under this Agreement 227.08
Dec 1 J W Patter - 2 shares Penna R R Co - Div $1.00
Div on 7 shares Gen Ref Co stock 1.75 2.75
Dec 24 Milford Bratton, Reg & Rec - recording deeds 3.00
1932
Mar 11 J W Patter - Div on 1 share First Natl Bank of Pittsburgh stock 3.00
Mar 21 Reserve acct for taxes - 4 mill personal prop tax 56.45
Apr 4 Co Natl Bank of Clfd - Com on income col to date 50.10
Jun 15 O W Polley, Tax Col - 1932 Co & Road Taxes, Karthaus Twp, assessed to Emma B Patter Est 46.74
Jun 18 O W Polley, Tax Col - Bal due 1932 taxes .10
Jul 8 Co Natl Bank of Clfd - 5% Com on income & tax 22.49
Jul 30 Federal tax on check to O W Polley, Tax Col .02
Oct 1 H G Peavy, Tax Col - 1932 school taxes, Karthaus Twp - assessed Emma B Patter Est 21.62
Oct 4 Co Natl Bank of Clfd - 5% com on income col to date 21.60
1933
Jan 4 Co Natl Bank of Clfd - 5% com on income col to date 23.33
Jan 25 Reserve acct for taxes Pa 4 mill personal tax 1933 57.78
Apr 28 Federal tax on voucher to Grace O Patter for note .02
May 22 O W Polley, Tax Col Co & Road taxes year 1933, property Karthaus Twp - assessed Emma B Patter Est 37.23
Jun 23 H N Lewis, Tax Col - 1933 school taxes 21.62
Jul 6 Co Natl Bank of Clfd - 5% Com on income col to date 18.84
Sep 9 Kimball & Stewart - prem Fire Ins on stable 14.02
Dec 13 Kimball & Stewart - 3 yr prem for $1,000 Fire ins on dwelling West Side, Carter St, Karthaus Pa 12.52
1934
Aug 3 Emma Bamat, Col Karthaus Twp taxes 1934 - assessed in Emma B Patter Est 39.21
Aug 3 Kimball & Stewart - 3 prem fire insurance 28.77
Sep 8 Res acct for taxes Pa 4 Mill per prop tax 1934 57.76
Dec 4 W R Gallagher, Pro - N O L L petition filed 2.52
1935
Feb 4 L H Dart, Reg & Rec - Pet & Ord to make N O L L settlement .83
Feb 4 " " " " - Certified copy of order .34
Feb 18 Co Natl Bank of Clfd - 5% com on inc col 52.20
Mar 14 Res acct for taxes - Pa 4 Mill Tax - 1935 57.76
Sep 25 Mrs Emma Bamat, Col - Karthaus Twp taxes 1935 - Emma B Patter Est 39.92

1936
Jan 8 Edw J Thompson, Atty - Passing on acct for Recvt, preparing & presenting Pet for Discharge & services in connection with Equity proceedings 40.00
Jan 8 Co Natl Bank of Clfd - Bal com of 5% inc col to date 37.17
Jan 8 W R Gallagher, Pro - Filing account $11.00 Petition & Order of Discharge 2.50 13.50
Jan 8 Federal tax on vouchers .06
To distribution as per Schedule attached 2,969.44
3,979.79

Schedule of Distribution - Income Account
E. Elizabeth Patter, Karthaus, Pa
1932
Apr 4 1/6 share distribution of income col 11/5/31 to date 101.00
Jul 8 1/6 share distribution of income col to date 63.38
Oct 4 1/6 share distribution of income col 7/5/32 to date 64.69
1933
Jan 4 1/6 share distribution of income col 10/4/32 to date 73.89
Jul 6 1/6 share distribution of income col 1/4/33 to date 40.13
Oct 5 1/6 " " " " 22.27
1934
Jan 16 1/6 share distribution of income and tax 36.72
Aug 3 1/6 share distribution of income 39.10
1935
Feb 18 1/6 share distribution of funds 41.23
482.41

Grace O Patter, Karthaus, Pa
1932
Apr 4 1/6 share distribution of income col to date 101.00
Jul 8 " " " " " " " 63.38
Oct 4 " " " " " " " 64.69
1933
Jan 4 " " " " " " " 73.89
Jul 6 " " " " " " " 40.13
Oct 5 1/6 share distribution of income 22.27
1934
Jan 16 1/6 share distribution of income and tax 36.72
Aug 3 1/6 share distribution of income 39.10
1935
Feb 18 O W Anderson, Adm Grace O Patter Est
1/6 share distribution of funds 41.23 482.41

Dudley G Patter, Karthaus, Pa
1932
Apr 4 1/6 share distribution of income to date 101.00
Jul 8 1/6 " " " " " " 63.38
Oct 4 1/6 " " " " " " 64.69
1933
Jan 4 1/6 " " " " " " 73.89
Jul 6 1/6 " " " " " " 40.13
Oct 5 1/6 " " " " 22.27
1934
Jan 10 1/6 " " " " 36.72
Mar 27 Advance on acct distributive share of income and tax 15.00
Aug 3 1/6 share distribution of income less $15.00 advanced 3/27/34 24.10
Nov 20 Advance on acct distributive share of income 7.00
1935
Jan 5 Advance " " " " " " 25.00
Feb 18 1/6 share distribution of funds less amts advanced 11/20/34 and 1/5/35 9.23 482.41
Jun 1 Advance on acct distributive share of income 25.00

Mary A Patter Anderson, Rockville, Md
1932
Apr 4 1/6 share distribution of income col to date 101.00
Jul 8 1/6 share distribution of income col to date without deducting share of taxes 71.19
Oct 4 1/6 share distribution of income col to date without deducting 1/6 share of taxes on Homestead Property, Karthaus, Pa 68.29

1933
Jan 4 1/6 share distribution of income col to date 73.89
Jul 6 1/6 share distribution of income col to date
without deducting 1/6 share of taxes 49.94
Oct 5 1/6 share distribution of income 22.27
1934
Jan 16 1/6 share distribution of income without
deducting 1/6 share of taxes & insurance 41.14
Aug 3 1/6 share distribution of income without
deducting 1/6 share of taxes & insurance 50.63
1935
Feb 14 Advance on acct distributive share income 35.00
Feb 18 1/6 share distribution of funds without
deducting 1/6 share taxes & insurance 17.56 530.91
Jun 1 Advance on acct distributive share of income 25.00

George R. Potter, Karthaus, Pa.

1932
Apr 4 1/6 share distribution of income col to date 101.00
Jul 8 1/6 share distribution of income with
deduction of 2/6 share of taxes 55.57
Oct 4 1/6 share distribution of income col
to date with 2/6 share of taxes deducted 61.08
1933
Jan 4 1/6 share distribution of income Col to date 73.89
Jul 6 1/6 share distribution of income col to date
less 2/6 share taxes on Homestead prop 30.32
Oct 5 1/6 share distribution of income 22.27
1934
Jan 16 1/6 share distribution of income, less
2/6 share taxes and insurance 32.30
Aug 3 1/6 share distribution of income, less
2/6 share of taxes and insurance 27.57
1935
Feb 18 1/6 share distribution of funds less Mary
A P Anderson 1/6 share taxes & insurance 29.90 433.90

Harry B. Potter, Karthaus, Pa.

1932
Apr 4 1/6 share distribution of income col to date 101.00
Jul 8 1/6 share distribution of income 63.38
Oct 4 1/6 share distribution of income to date 64.68
1933
Jan 4 1/6 share distribution of income to date 73.89
Jul 6 1/6 share distribution of income to date 40.13
Oct 5 1/6 share distribution of income 22.27
1934
Jan 16 1/6 share distribution of income 36.72
Aug 3 1/6 share distribution of income 39.10
1935
Feb 9 advance on acct distributive share of inc 35.00
Feb 18 1/6 share distribution of funds $41.23
less amount advanced 2/9/35 35.00 6.23 482.40
Jun 1 Advance on acct distributive share of income 25.00
2,969.44

Schedule of Investments Sold or Paid

1932
Jan 12 $1000 United Light & Pwr Co 6's of '44 1,030.00
Jan 12 $1000 Indiana & Mich Elec Co 5's of '55 1,040.00
Jan 12 $1000 Arkansas Pwr & Light Co 5's of '56 982.50
Jan 12 $1000 American Tel & Tel Co 5½'s of '43 1,080.00
Jan 12 $1000 Kansas Pwr & Light Co 6's of 55 1,030.00
Jan 12 $1000 Florida Pwr & Light Co 5's of 54 850.00
Jan 12 $3000 Atlantic City Elec Co 5½'s of 54 3,127.50
Jan 27 $2500 Mtge of Orel J & Eva C Shugerts 2,500.00

Schedule of Reinvestments made by Trustee

1932
Jan 27 $5000 Participation in $17,000.00 mtge of Edw. Earl Smith, et ux 5,000.00
Jan 27 $4000 Participation in $5,000 Mtge of Dan. Lefflet 4,000.00
Nov 14 $2000 Participation in $6,050.00 mtge of J. Bruce Meyet 2,000.00
1933
Apr 28 Demand note of Grace O Potter dated 4/26/33 $600
1935
May 1 Paid by O. W. Anderson, Admr 600 000.00

Investments Paid in Part

1932
Nov 18 $800 Participation in $1500 mtge of Chas. Edw. Williams, et ux, reduced by payments of $533.34, bal due 266.66

Summary:

Principal Account Debits	40,215.00	
Principal Account Credits	000.00	40,215.00
Income Account Debits	4,512.91	
Income Account Credits	3,979.79	533.12
		$40,748.12

Assets in Hands of Trustee Making Up Principal Account Balance of $40,215.00

Mortgages:

Participation	Francis C. Shellenn, et al	$1,500.00	
"	W. C. Goss	1,900.00	
"	Edw. Earl Smith	5,000.00	
"	Daniel Lefflet	4,000.00	
"	J. Bruce Meyet	2,000.00	
"	Chas. Edw. Williams, et ux	266.66	14,666.66

Stocks:

42 shares	Co. Natl Bank of Clearfield	1,787.14	
48 "	Gen. Refractories Co.	2,164.50	
48 "	Harbison-Walker Ref Co.	1,918.29	
24 "	Penna R.R. Co.	1,383.64	
6 "	First Natl of Pittsburgh	2,121.43	24,375.00

Cash:

Principal Cash Balance	1,173.34
	40,215.00

Assets in Hands of Trustee Making Up Income Account Balance of $533.12

Cash:

Income Cash Balance	533.12

Jan 22, 1936, Liveright & Smith, attys. entet their appearance for Elizabeth Potter, O. W. Anderson, Admr of Grace O. Potter Est., Dudley H. Potter, Mary A. Potter Anderson, George R. Potter, Johnson W. Potter, and George R. Potter, Admrs. of Harry B. Potter Est., Defendants

Jan 18, 1936. We hereby accept service on within Bill of Complaint on behalf of above named parties and waive service thereof. Liveright & Smith, attys

Mar 2, 1936 within account confirmed nisi to be confirmed absolute in four days unless exceptions are filed. By the Court. W. Wallace Smith, P J

Mar 7, 1936 No exceptions filed, account is confirmed absolute. W. R. Gallagher, Pro

June 7, 1937, Service is hereby accepted of Bill in Equity in this matter as of January 20, 1936, by defendants in this case

Continued on Page 302

February Term 1936

Edw. J. Thompson — Joshua L. Foster Recvr. of the County Natl. Bank of Clearfield Pa

Jan 20 1936 Bill in Equity and First and Final Acct

Your Orator Prays your Honorable Court to confirm the Final account and to discharge the Plff. from all the duties of said trust and to release any bonds posted to secure the faithful performance of its duties.

Jan 20 — 7

To appoint a successor Trustee and to direct the Plff. upon confirmation of its account upon its discharge to turn over all money in said trust to such Successor Trustee

Johnson W. Potter, Elizabeth Potter, O. W. Anderson Admr of the Est. of Grace O. Potter. Decd Dudley G. Potter. Mary A. Potter Anderson George R. Potter, Johnson W. Potter & George R. Potter, Admr. of Est of Harry B. Potter. and W. B. Powell and R. J. Fulton, Trustees under the Will of W. B. Potter. Decd.

Joshua L. Foster, Recv. of the County Natl. Bank of Clearfield, Trustee for W. B. Powell and R. J. Fulton, Trustees, under the will of W. B. Potter, deceased and Johnson W. Potter, F. Elizabeth Potter Grace O. Potter. Dudley G. Potter. Mary A. Potter Anderson, George R. Potter and Harry B. Potter under agreement dated Oct 9. 1931 files Court this First and Finial Account as follows.

Principal Account

The Accountant charges itself with the items received from Trustees of W. B. Potter Estate as follows:

1931 Stocks and bonds:

Nov 5	2 shares Jacob Dold Packing Co, pfd		$ 200.00
	2 shares Armour & Co. of Delaware, pfd		200.00
	50 shares M. W. Savage Factories Co, com		10.00
	50 shares M. W. Savage Factories Co, pfd		10.00
	500 shares Oakfield Oil & Drilling Co		10.00
	1 share Karthaus State Bank		50.00
	1 share Wilson Petroleum Corp		1.00
	8 shares Eastern Mich. Rwys		1.00
	$1,100 Eastern Mich Rwy Co 6% bonds	1,259.00	1,741.00

Real Estate:

540 acres farm Lawrence Twp. known as the Daugherty farm as rec'd from W. B. Potter Est	4,171.96
Store and lot, Karthaus, Pa	1,500.00
Store, dwelling & lot, Karthaus, Pa	1,800.00
166 acre Farm, Karthaus Twp	8,300.00
Undivided 1/2 interest in 100 acres mineral rights, Karthaus Twp (Yathers Tract)	1,500.00
Undivided 1/2 interest in 235 acres of land Karthaus Twp (Horse Shoe Tract)	1,500.00
	20,512.96

Pro Acct 12.50
" Discg 2.50
" Copy .50
" Recpt 11.00
16.50

Sept. 4, 1936, Pro Costs of 16.50, paid in full by Plff.
W. R. Gallagher, Pro.

(The appraised values taken from Federal Estate tax return)

Income Account:

The Accountant charges itself as follows:

1932

Jan 12	Armour & Co. of Delaware Pfd stock div		3.50
Mar 29	Estate of W. B. Potter:		
	Hiram Greenland rent to 2/1/32	72.00	
	Karthaus Supply Co " to 2/1/32	100.00	
	Geo. B. Lucas on acct rent to 12/1/31	25.00	
	Potter, Biglet & Potter Royalty to 2/10/32	36.70	233.70
Mar 29	Hiram Greenland Rent for Feb 1932		18.00
Mar 29	Karthaus Supply Co Rent for Feb 1932		25.00
Apr 4	Armour & Co. of Del. Pfd stock div		3.50
Apr 4	Karthaus Supply Co Rent for Mar		25.00
Apr 8	Geo. B. Lucas on acct rent due 12/1/31		40.00
May 16	Karthaus Supply Co Rent for April		25.00
May 16	Hiram Greenland Rent for Mar & Apr 1932		36.00
Jun 3	Karthaus Supply Co Rent for May		25.00
Jun 3	Hiram Greenland Rent for May		18.00
Jul 11	Armour & Co. of Del Pfd stock div		3.50
Jul 11	Karthaus Supply Co Rent for June		25.00
Jul 11	Hiram Greenland Rent for June		18.00
Jul 27	Geo. B. Lucas on acct rent		35.00
Aug 2	Karthaus Supply Co Rent for July		25.00
Aug 9	Hiram Greenland Rent for July		15.00
Sep 10	Karthaus Supply Co Rent for Aug 1932		25.00
Sep 10	Hiram Greenland Rent for Aug 1932		15.00

Oct 1 Hiram Greenland - Rent for Sept 1932 15.00
Oct 1 Armour & Co of Delaware - Pfd stock div 3.50
Oct 4 Karthaus Supply Co - Rent to 11/1/32 20.00
on account Nov rent 5.00 25.00
Nov 4 Hiram Greenland - Rent for Oct 15.00
Nov 28 Geo B Lucas - Rent to 6/1/32 37.50
Dec 3 Hiram Greenland - Rent for Nov 1932 15.00
Dec 3 Karthaus Supply Co - Bal rent due 12/1/32 10.00
Dec 15 Geo B Lucas - on acct rent 25.00
Dec 29 Karthaus Supply Co - Rent for Dec 1932 15.00
Dec 31 Armour & Co of Delaware - Pfd stock div 3.50

1933

Jan 11 Hiram Greenland - Rent for Dec 1932 15.00
Feb 10 Hiram Greenland - Rent for Jan 15.00
Feb 10 Karthaus Supply Co - Rent for Jan 15.00
Feb 10 Potter, Bigler & Potter, Inc - Royalty 1932 21.18
Mar 1 Karthaus Supply Co - Rent to Feb 15.00
Mar 3 Hiram Greenland - Rent for Feb 15.00
Apr 3 Hiram Greenland - Rent for March 15.00
Apr 3 Karthaus Supply Co - Rent for March 15.00
Apr 6 Armour & Co of Delaware - Pfd stock div 3.50
May 2 Hiram Greenland - April rent 15.00
May 2 Karthaus Supply Co - Rent for Apr 15.00
May 31 Karthaus Supply Co - Rent for May 15.00
Jun 7 Geo B Lucas - Rent to 12/1/32 37.50 - on acct rent 38.50
Jun 7 Hiram Greenland - Rent for May 15.00
Jul 10 Armour & Co of Delaware - Pfd stock div 3.50
Jul 10 Karthaus Supply Co - Rent for June 15.00
Jul 10 Hiram Greenland - Rent for June 15.00
Aug 2 Hiram Greenland - Rent for July 15.00
Aug 2 Karthaus Supply Co - Rent for July 15.00
Sept 5 Hiram Greenland - Rent for Aug 15.00
Sep 5 Karthaus Supply Co - Rent for Aug 15.00
Oct 6 Karthaus Supply Co - Rent for Sept 15.00
Oct 6 Hiram Greenland - Rent for Sept 15.00
Oct 6 Armour & Co of Delaware - Pfd stock div 3.32
Oct 11 Geo B Lucas - On account rent 12.00
Nov 9 Hiram Greenland - Oct rent 15.00
Nov 9 Karthaus Supply Co - Oct rent 15.00
Dec 7 Hiram Greenland - Rent for Nov 15.00
Dec 20 Geo B Lucas - On acct rent 20.00

1934

Jan 8 Hiram Greenland - Rent for Dec 15.00
Jan 8 Armour & Co of Delaware - Pfd stock div 3.32
Jan 9 Karthaus Supply Co - Rent for Dec 15.00
Feb 1 Hiram Greenland - Rent for Jan 15.00
Feb 1 Karthaus Supply Co - Rent for Jan 15.00
Mar 1 Karthaus Supply Co - Rent for Feb 15.00
Mar 1 Hiram Greenland - Rent for Feb 15.00
Apr 13 Hiram Greenland - Rent for Mar 15.00
Apr 13 Karthaus Supply Co - Rent for Mar 15.00
Apr 13 Armour & Co of Delaware - Pfd stock div 3.50
May 3 Karthaus Supply Co - Rent for Apr 15.00
May 3 Hiram Greenland - Rent for April 15.00
Jun 5 Hiram Greenland - Rent for May 1934, 15.00
less 8.00 credit for papering & painting 7.00

Jun 5 Karthaus Supply Co - Rent for May 1934 15.00
Jun 5 Geo B Lucas - Rent to 12/1/33 - 166 A Farm, Karthaus Twp 92.00
Jul 21 Armour & Co of Delaware - Pfd stock div 3.50
Jul 21 Karthaus Supply Co - Rent for June 15.00
Jul 21 Hiram Greenland - Rent for June 15.00
Aug 4 Karthaus Supply Co - Rent for July 15.00
Aug 4 Hiram Greenland - Rent for July 15.00
Sep 1 Karthaus Supply Co - Rent for Aug 15.00
Sep 8 Hiram Greenland - Rent for Aug 15.00
Nov 10 Karthaus Supply Co - Rent for Sept 15.00
Nov 10 Karthaus Supply Co - Rent for Oct 15.00
Nov 10 Hiram Greenland - Rent for Sept 12.00
Nov 10 Hiram Greenland - Rent for Oct 12.00
Nov 19 Armour & Co of Delaware - Pfd stock Div 3.50
Dec 14 Karthaus Supply Co - Rent for Nov 15.00
Dec 14 Hiram Greenland - Rent for Nov 12.00
Dec 26 Geo B Lucas - On acct rent for farm 25.00
Dec 31 Karthaus Supply Co - Rent for Dec 15.00

1935

Jan 25 Hiram Greenland - Rent for Dec 1934 12.00
Jan 25 Armour & Co - Pfd Stock Dividend 3.50
Feb 15 Hiram Greenland - Rent for Jan 1935 12.00
Feb 19 Karthaus Supply Co - Rent for Jan 1935 15.00
Mar 6 Hiram Greenland - Rent for Feb 1935 12.00
Mar 21 Karthaus Supply Co - Rent for Feb 15.00
Apr 26 Armour & Co - Pfd stock div 3.50
Apr 26 Karthaus Supply Co - Rent for Mar 1935 15.00
Apr 26 Geo B Lucas - on acct rent 3.00
Apr 26 State Emergency Relief Board - Geo B Lucas, Rent 3.00
Apr 30 Hiram Greenland - Rent for Mar 1935 12.00
May 1 Karthaus Supply Co - Rent for Apr 1935 15.00
May 2 Hiram Greenland - Rent for Apr 1935 12.00
May 20 Geo B Lucas - Rent on acct 3.00
May 31 Geo B Lucas - Rent to 6/1/34; on acct rent 2.00 30.00
Jun 3 Karthaus Supply Co - Rent for May 1935 15.00
Jun 3 Hiram Greenland - Rent for May 12.00
Jun 27 Geo B Lucas - on acct rent 3.00
Jun 29 Karthaus Supply Co - Rent for June, 1935 15.00
Jul 16 Geo B Lucas - on acct rent 39.80
Jul 16 Armour & Co - Dividend 3.50
Jul 20 Geo B Lucas - on acct rent 3.00
Aug 1 Hiram Greenland - Rent for June, 1935 12.00
Aug 7 Karthaus Supply Co - Rent for July 1935 15.00
Aug 7 Hiram Greenland - Rent for July 1935 12.00
Aug 20 Geo B Lucas - on acct rent 3.00
Sep 4 Karthaus Supply Co - Rent for Aug 1935 15.00
Sep 4 Hiram Greenland - Rent for Aug 1935 12.00
Sep 13 Geo B Lucas - Rent on account 1.58

2,037.40

The Accountant credits itself as follows:

1932

Mar 18 A D Cowdrick, Co Treas - Unseated taxes for 1931 assessed to John & James Dougherty farm 45.95
Mar 31 Co Natl Bank - Com on income col to date 14.01
Mar 31 N B Powell & R D Fulton, Trustees - 2/3 share of Income col to date 146.83

1932

Apr 4 Johnson W. Patter 1/7 of 1/3 share distribution of Income col. to date 10.49
Apr 4 F. Elizabeth Patter 1/7 of 1/3 share distribution of Income col. to date 10.49
Apr 4 Grace O. Patter 1/7 of 1/3 share distribution of Income col. to date 10.49
Apr 4 Dudley G. Patter 1/7 of 1/3 share distribution of Income col. to date 10.49
Apr 4 Mary A. Patter Anderson 1/7 of 1/3 share distribution of Income col. to date 10.49
Apr 4 Geo R. Patter 1/7 of 1/3 share distribution of Income col. to date 10.48
Apr 4 Harry B. Patter 1/7 of 1/3 share distribution of Income col. to date 10.48
Apr 18 Lee Schultz - Labor repairing roof dwelling occupied by Hiram Greenland 1.50
Apr 27 H. B. Powell & R. I. Fulton, Trustees - Reimbursement for amt pd Moore, Wilson & Reading, Ins., fire ins prem $21.12; Karthaus Supply Co, roofing Lucas Bldg $7.00; Hembold & Stewart Fire Ins. prem $27.20; A. D. Cowdrick, Co. Treas, unseated tax, Karthaus Twp. $22.46 77.78
May 9 Hiram Greenland on bearer - paper, paint and plaster for house 19.00
May 9 Karthaus Supply Co - 1 roll roofing 1.30
Jun 7 Karthaus Supply Co - 3 bu. seed for Geo. B. Lucas 10.50
Jun 15 P. W. Rolley, Tax Col - 1932 Co & Road taxes 132.10
Sep 27 Chas. Ulrich, Co. Treas - 1932 Co. tax on property listed W. B. Potter, Erie Co. .82
Oct 1 H. G. Reavy, Tax Col - 1932 School taxes, Karthaus Twp. assessed W. B. Potter Est. 66.42
Oct 1 P. D. Smith, Tax Col. - 1932 Co., poor & road taxes assessed in name of H. B. Powell & R. I. Fulton Lawrence Twp. 41.02
Oct 1 Geo. W. Ralston, Tax Col. - 1932 school taxes 60.52
Oct 10 Moore, Wilson & Reading, Ins. - Fire ins. prem on bldg occupied by Hiram Greenland, et al 93.02
Oct 21 Helmbold & Stewart Fire ins. prem 27.22
Dec 1 Paul Shadeck - Repairing roof property occupied by Hiram Greenland 1.02

1933

Jan 31 A. D. Cowdrick, Co. Treas - Unseated taxes on land assessed in name of W. B. Potter Est. for year 1932 23.92
Feb 3 Karthaus Supply Co. - Roofing 1.52
May 22 P. W. Rolley, Tax Col - Co & road tax 1933 Karthaus Twp., assessed W. B. Potter Est. 114.37
Jun 20 P. D. Smith, Tax Col - Co., poor & road taxes on property in Lawrence Twp., for 1933 assessed in name H. B. Powell & R. I. Fulton 40.25
Jun 23 G. H. Lewis, Tax Col - 1933 school taxes 66.42
Jun 23 L. G. Dart, Reg & Rec - Recording Deed M. M. Oswalt to Co. Comm. Jas. Daugherty Est.; recording Deed Co. Comm. to H. B. Powell & R. I. Fulton, Trustee 5.02

Aug 3 J. J. Briel, Labor & repairs 2.46
Sep 16 Moore, Wilson & Reading, Ins. - Prem. for $5.00 fire ins. on store & warehouse 13.22
Oct 10 Moore, Wilson & Reading, Ins. - prem. fire ins. on store building 21.12
Oct 10 Moore, Wilson & Reading, Ins. - Prem. for fire ins $1000 on store & dwelling; on bldg $1750; on farm dwelling $1200. 101.40
Oct 27 Helmbold & Stewart - Prem. fire ins. 27.22
Dec 26 P. D. Smith, Tax Col. - 1933 school taxes Daugherty farm assessed H. B. Powell, et al 55.15

1934

Jan 30 H. F. Biglet Jr. Co. Treas - Unseated taxes 1933 21.77
Mar 21 J. J. Briel - Roofing material 1.55
Mar 21 J. C. Millet - Repairing roof 1.52
May 1 H. M. Stage, Col. - 1933 School taxes, Lawrence 42.76
May 31 H. F. Biglet, Co. Treas - 1932-1933 taxes on unseated land in Lawrence Twp. 89.93
Jul 31 J. C. Millet - Labor & material for repairs 5.02

1935

Jan 17 Moore, Wilson & Reading, Ins. - Prem. for fire ins. on store bldg. 93.20
Jan 24 J. J. Briel - Parts for pump 1.60
Jan 26 M. V. Golmar, or bearer - Re-roofing & repairs 150.59
Jan 26 Helmbold & Stewart - Prem. for fire ins. 35.00
Mar 9 Helmbold & Stewart - Prem. for ins. 37.42
Jul 3 Geo. B. Lucas or bearer - Labor & material 39.80
Aug 5 Moore, Wilson & Reading - Ins. prems. 58.88
Sep 6 Moore, Wilson & Reading, Ins. - fire ins. 13.20
Sep 26 Co. Natl Bank of Clfd. - Accountants Com. on Income col. since 3/21/32 to date 87.36
Sep 26 W. R. Gallagher, Pro.
Filing account 12.50
Ret. & Ox. for discharge 2.50
Cert. copy of order .50
Filing & recording receipt 1.00 16.50
Sep 26 Edw J. Thompson, Atty - Passing on acct. for Recvt., preparing & presenting petition for discharge and services in connection with proceedings in Equity 46.00
$2,020.61

Summary

Principal Account Debits	$20,512.96	
Principal Account Credits	000.00	20,512.96
Income Account Debits	2,027.40	
Income Account Credits	2,020.61	6.79
		$20,519.75

Assets in Hands of Trustees Making Up Principal Account Balance of $20,512.96

Stocks:

2 shares Jacob Dold Packing Co. Pfd.	$200.00	
2 shares Armour & Co. of Delaware, Pfd.	2.00.00	
50 shares M. W. Savage Factories Co.	10.00	
50 shares M. W. Savage Factories Co.	10.00	
500 shares Oakfield Oil & Drilling Co.	1.00	
1 share Karthaus State Bank	50.00	
1 share Wilson Petroleum Corp.	1.00	
8 shares Eastern Mich. Ruy. V.T. Cert.	1.00	482.00

Bonds:

$1,100 Eastern Mich. Ruy. Com. 6's	1,259.00	1,259.00

Real Estate

540 A. Farm, Lawrence Twp. Known as Daugherty farm as recd. from W. B. Potter Est.	4,171.96	
Store & lot, Karthaus, Pa.	1,500.00	
Store, dwelling & lot, Karthaus, Pa.	1,800.00	
166 A. farm, Karthaus Twp. known as Daugherty farm	8,300.00	
Undivided 1/2 interest in 100 shares mineral rights, Karthaus Twp.	1,500.00	
Undivided 1/2 interest in 235 A. land Karthaus Twp. (Horse Shoe Tract)	1,500.00	18,771.96
		20,512.96

Assets in Hands of Trustee Making Up Income Balance of $6.79

Cash Balance	6.79

Jan. 22, 1936, Leveright & Smith, Attys. enter their appearance on behalf of Johnson W. Potter, Elizabeth Potter, O. W. Anderson, Admr. of estate of Grace O. Potter, decd., Dudley G. Potter, Mary A. Potter Anderson, George R. Potter, Johnson W. Potter and Geo. R. Potter Admrs. Est. of Harry B. Potter and W. B. Powell and R. I. Fulton, Trustees u/w of W. B. Potter, decd., Defts.

Jan. 18, 1936 We hereby accept Service on within Bill of Complaint on behalf of above named parties and Waive service thereof. Leveright & Smith attys.

Mar. 2, 1936 Within account Confirmed Nisi to be Confirmed absolute in four days unless exceptions are filed. By the Court. W. Wallace Smith P.J.

Mar. 7, 1936 No exceptions filed. account is Confirmed absolute. W. R. Gallagher Clk.

June 7, 1937, Service is hereby accepted of Bill in Equity in this matter as of January 20, 1936, by the Defendants in this case.

June 7, 1937, Motion for Judgment Pro Confesso and Order of Court filed.

Now, June 8, 1937, comes the plaintiff by counsel and moves the court to enter judgment pro confesso in the above matter, assigning therefor the reason that although more than 30 days have elapsed since the service of process on defendants in the above matter, no one or more of said defendants have filed an answer to the said Bill in Equity. Edward J. Thompson

Now, June 8, 1937, upon consideration of the within petition, it is ordered, adjudged and decreed as follows:

The account of Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. herein is approved and confirmed.

The County National Bank of Clearfield and/or Joshua L. Foster, Receiver thereof is hereby discharged from all the duties, liabilities and responsibilities of its said trust and any bond or other obligation posted to secure the faithful performance of the same is hereby released.

The County National Bank at Clearfield, Pa. is hereby appointed successor Trustee herein.

Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to turn over to the County National Bank at Clearfield, Pa. all monies and properties of the said estate, as revealed by the account approved herein.

By the Court, W. Wallace Smith, P.J.

Nov. 8, 1937 Receipts filed as follows,

Oct. 17, 1937 Received from Joshua L. Foster, Receiver of the County National Bank of Clearfield, Trustee for W. B. Powell and R. I. Fulton, Trustees under the Will of W. B. Potter deceased and Johnson W. Potter, Elizabeth Potter, Grace O. Potter, Dudley G. Potter, Mary A. Potter Anderson, George R. Potter and Harry B. Potter under agreement dated Oct. 9, 1931 the following assets:-

Continued on Page 319

personal and mixed, of the Du Bois Silk Throwing Company, James W. Schoch and Robert C. Sproul, Jr., Trustees in Bankruptcy, and Ben McEntee, Jr., tenne tenant, makes return of the sale of the aforesaid property as follows:

1. The sale was advertised, as provided in the said order of Court, by posting twelve handbills, one of which was placed on the premises and the others in and about the vicinity thereof, within the City of Du Bois, Clearfield County, Pa., and return thereof hereto attached.

2. Said sale was advertised once a week for four weeks in the Du Bois Morning Courier, as will appear from copy of advertisement and affidavit hereto attached.

3. On June 20, 1936, at 10 A.M., the property, real, personal and mixed, as described in the advertisement and in the final decree of your honorable Court, was offered for sale to the highest and best bidder on the premises thereof, under and subject, however, to mortgage of the Deposit National Bank, of Du Bois, Pa. in the amount of $40,000.00, as recorded at Clearfield, Pa. in Mortgage Book Vol. 90, page 505.

3½. The Special Master notified the Department of Revenue of the Commonwealth of Pennsylvania, in writing, on the 16th day of May, 1936, of the time and place of said sale and names of all parties involved therein, as required by the Act of April 9, 1929, P.L. 343, Article VI, Section 1402.

4. Said property was offered under the terms set forth in the Final Decree of May 14, 1936, offering the premises, land, buildings, equipment and property, real or personal, rights, privileges, franchises and all the property described in the mortgage upon which this foreclosure proceeding is held, in one lot or parcel, relieving the purchaser, or their successors, from the duty of seeing to the application of the purchase money, and free and clear of the lien of this said mortgage, or the trusts therein contained, subject, however, to any taxes accrued as well as mortgage in favor of Deposit National Bank as recorded in Mortgage Book Vol. 90, page 505.

5. The Du Bois Textile Corporation, a corporation under the laws of Pennsylvania, with its principal office in the City of Du Bois, Clearfield County, Pa., bid the sum of One ($1.00) Dollar and that being the highest and best bid the said offered property was sold to the Du Bois Textile Corporation under and subject to the confirmation of your honorable Court.

6. The said purchaser, Du Bois Textile Corporation, agreed with the Special Master and the Bondholders Committee, and The Union Banking & Trust Co., plaintiff herein, that it would provide, by mortgage on the purchased premises, together with the property of the Du Bois Industrial Corporation sold the same day, as per return made in said proceeding to No. 9 February Term, 1936, In Equity, in the amount of $60,000.00 and which said bonds or other securities secured thereby, will be accepted by the Bondholders Committee secured by the mortgage under which these foreclosure proceedings are being held, and provide thereout sufficient funds to pay the costs of the equity proceeding under which this property was sold, and the other commissions and charges directed to be provided for by your honorable Court in its Final Decree under Paragraph 12, sub-section (a), which said agreement is satisfactory to the plaintiff in this proceeding and the Bondholders Committee, as well as the Special Master.

7. As a result of the said sale and the agreement made with the Du Bois Textile Corporation, the Special Master will have no funds or monies to distribute as provided by the Final Decree of Court under Paragraph 12, Sub-section (b) and sub-section (c), nor will he have any account to file as provided in said Final Decree.

8. Wherefore, the Special Master respectfully requests that

Continued on Page 179

Cont'd from Page 237 - Union Banking & Trust Co. vs. DuBois Silk Throwing Co. et al - # 8 Feb. T. 1936

the condition that the Special Master may retake and resell the property conveyed or transferred in the event the purchaser or purchasers, his or their successors or assigns, shall fail to pay the balance of any purchase price remaining unpaid.

15. The purchaser or purchasers, his or their successors, shall, after such delivery of the property and premises described in the said mortgage, hold, posess and enjoy the same, free from the trust imposed thereon by the said mortgage or deed of trust of the DuBois Silk Throwing Company dated Dec. 23, 1930 and recorded at Clearfield, Pa. in Mortgage Book Vol. 90, page 531, and free from any claim, right, interest or equity of redemption in or to the same by the said DuBois Silk Throwing Co., Mortgagors, J. W. Schoch and Robert C. Sproul, Jr., Trustees in Bankruptcy thereof, and Ben McEnteer, Jr., terre tenant, parties to this suit, and their respective successors or assigns.

16. In the event the proceeds of such sale shall not be sufficient to pay in full the amount hereinbefore found to be due and unpaid, for and in respect of principal and interest on the said bonds secured by the mortgage, aforesaid, together with all the costs and expenses of the proceeding, the Special Master shall report to the Court the amount of such deficiency. In respect of such deficiency the plaintiff shall have the right to proceed as is prescribed by the pertinent statutes of the Commonwealth of Penna. and by the contract of the mortgage involved in this cause. Procedure in respect to any deficiency, or any proposed deficiency judgment, shall be subject to further order of the court.

17. M. H. Hartzfeld, herein appointed Special Master to make sale, shall make report thereof to the Court on June 27, 1936, with schedule of distribution of the proceeds of said sale.

18. Subject to the provisions of section 19 of this decree, said report shall be confirmed nisi upon its presentation and absolute if no exceptions are filed thereto within 4 days. Provided, however, that any schedule of distribution and account of the Special Master shall not be confirmed until the same has been advertised for a period of three weeks in one newspaper of general circulation in DuBois City, Pa., and notice has been given to any parties interested at least 15 days prior to the date on which application shall be made to the Court for confirmation thereof. If no exceptions are filed thereto after advertising and notice as herein directed, and due proof is made showing compliance with the foregoing requirements, the account shall be confirmed.

19. Anything hereinbefore to the contrary thereof, no sale of the property by the Special Master shall be confirmed until the purchaser shall have made satisfactory arrangements with the Special Master to discharge the payments set forth in section 12 (a) of this decree; and the Special Master shall have so reported in writing to the Court.

20. M. H. Hartzfeld, Special Master herein appointed to make sale of the property of the defendant, shall file bond in the sum of $500.00 to be approved by the Court, for his faithful compliance with the duties of trust herein imposed upon him. By the Court, W. Wallace Smith, P.J.

May 14, 1936 Final Decree entered.

W. R. Gallagher. Pro.

May 15, 1936 Notice of above Final Decree sent by Registered Mail to The DuBois Silk Throwing Company and Ben McEnteer, Jr. with postage paid and return receipt requested.

May 18, 1936 Return Receipt signed by Mary Jane McEnteer filed.

May 18, 1936 Bond in sum of $500.00 filed by M. H. Hartzfeld, Special Master filed.

June 26, 1936, Return of Sale and Order of Court filed.

Return of Sale:- M. H. Hartzfeld, Special Master appointed under order of your honorable Court on May 14, 1936, to make sale of the property, real,

Continued on Page 228

February Term 1936

Liveright & Smith Pentz & Pentz	The Union Banking & Trust Company of DuBois, Penna. Trustee	Jan 20 1936 Bill of Complaint & Copies to Shff The Peff Prays that it be decreed that the Deft DuBois Silk Throwing Company made default in performance of its Covenants Contained in said Mtg or deed of trust to the Peff as Trustee entitling the Peff to foreclose the same at the whole amount of the balance upon said bonds now issued and outstanding, now due, owing and unpaid
Jan 20	8	
	DuBois Silk Throwing Company; James W. Schoch & Robert C. Sproul, Jr., Trustees in the matter of the DuBois Silk Throwing Company No. 18868 In Bankruptcy; Ben McEnteer, Jr.	
	Pro. 2.50	
	" 1.00	
	" .50	
	Shf 3.85	
	Pentz & Pentz Dft Com 2.00	
	Pentz & Pentz Shf of Dauphin Co 5.35	
	Pro 1.50	
3/14/36	" 3.00	
	Spl Master Prt Posters CK 1575 5.75	
	L. W. Smiley posting CK 1576 same 1.50	
	Adv. DuBois Morning Courier CK 1577 6.680	
	Pro 3.00	
	" 1.00	
	197.75	
	Feb 15. 1937 Recd of Pentz & Pentz Attys Costs: W. H. Hartzfeld 5.75 L. W. Smiley 1.50: DuBois Cr. 6.680 Shf. 3.85: Pro 12.50 Total 90.140 W R G. Pro.	

EQUITY DOCKET No. 6

THE UNION BANKING & TRUST COMPANY of DuBois, Pa. Trustee

VERSUS

DuBois Silk Throwing Co. Jas. W. Schoch & Robert C. Sproul, Jr. Trustees in the matter of the DuBois Silk Throwing Co.

In the Court of Common Pleas of Clearfield County, Pa.

No. 8 February Term, 1936

Debt $

Interest

Judg't Entered

COSTS: PENTZ & PENTZ, Ins..Com. 2.00

Pentz & Pentz, Shff Dauphin Co . . 5.35

Special Master Printing Posters . . . 5.75

L. W. Smiley, Posting same 1.50

DuBois Morning Courier Adv. 66.80

Sheriff 3.85

Prothonotary 12.50

$ 97.75

Certified from the records this 29th day of June, A. D. 1936

Prothonotary

COSTS MUST BE PAID PROMPTLY

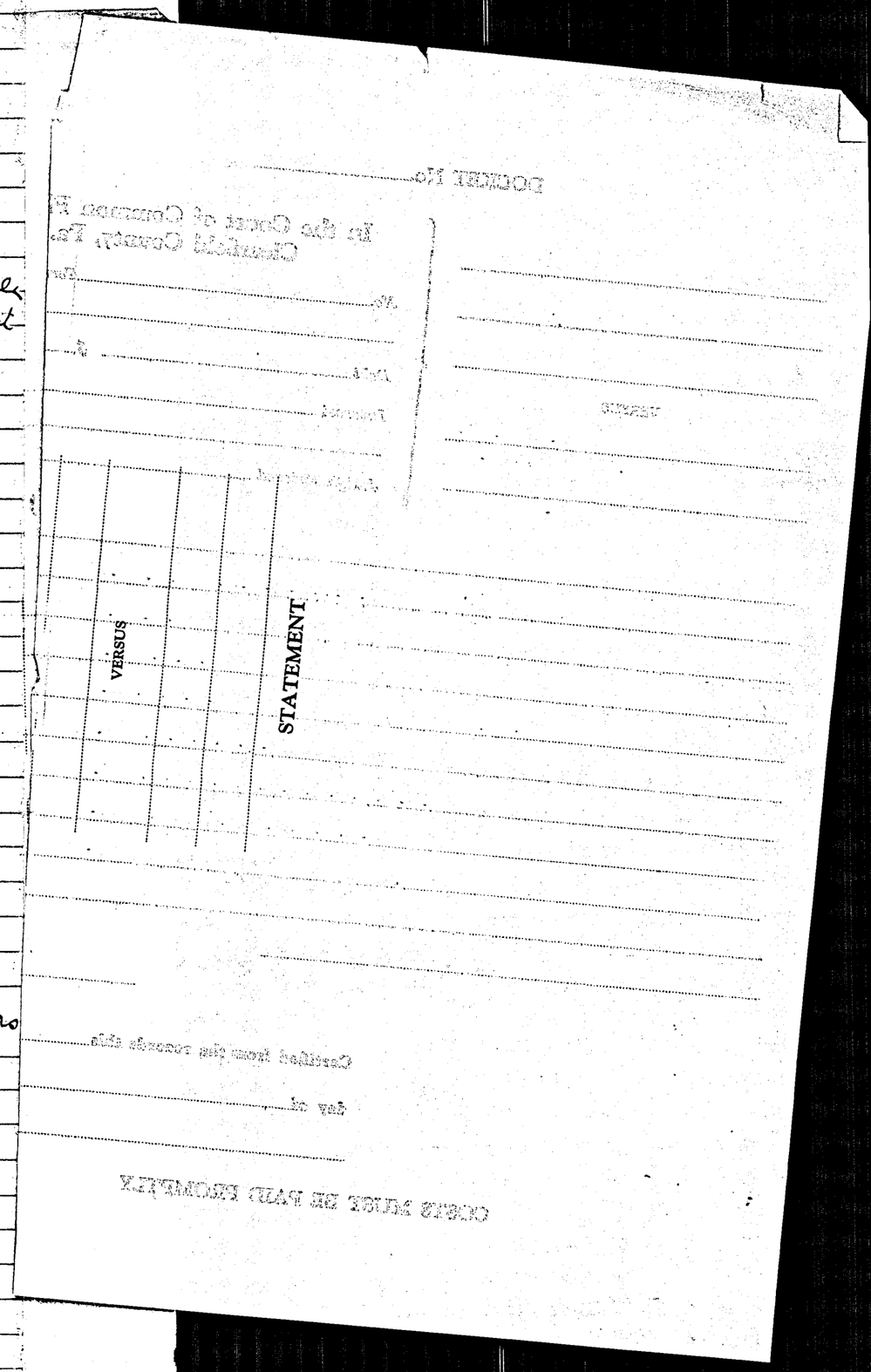
Jan 23 1936 acceptance of service filed Service of Bill in Equity accepted Jan 17 1936 Edward C Sproul Trustee in Bankruptcy for DuBois Silk Throwing Co. Deft

Jan 22 1936 Shff Ammerman deputizes Shff of Dauphin Co. to serve Bill in Equity on Secty of Comth of Penna

Jan 24. 1936 – 2:30 P M Served within Bill of Complaint on David L Lawrence, Secty of Comth of Penna by Copy in the office of the Secty of Comth. So ans W. H. Caldwell Shff Dauphin Co.

February Term 1936

Liveright & Smith Rentz & Rentz	The Union Banking & Trust Company of DuBois, Penna Trustee	Jan 20 1936 Bill of Complaint & Copies to Shff. The Pff Prays that it be decreed that the Deft DuBois Sick Throwing Company made default in performance of its Covenants Contained in said Mtg or deed of trust to the Pff as Trustee entitling the Pff to foreclose the same at the whole amount of the balance upon said bonds now issued and outstanding, now due owing and unpaid
Jan 20	8	
	DuBois Sick Throwing Company; James N. Schoch & Robert C. Sproul, Jr., Trustees in the matter of the DuBois Sick Throwing Company No. 18868 In Bankruptcy; Ben McEnteer, Jr.	That the total amount of the indebtedness of principal shall be declared to be the sum of 22,687.50 being the balance of bonds outstanding and secured by the said Mtg or deed of trust and that the interest thereon be calculated from the 31st day of Dec 1933 at the rate of 6% up to and including the date of Judgment. That a decree be entered directing the public sale of the property and plant, Machinery and Equipment for the payment of Indebtedness due upon said Mortgage
Pro.	2.50	
"	1.00	
"	.50	That the Deft DuBois Sick Throwing Company and the Trustees James N. Schoch and Robert C. Sproul, Jr. and Ben McEnteer Jr. Owner and Terre Tenant, and all parties Claiming under, by or through them, be barred and foreclosed of all rights, Claims, Liens, Equities or redemption in said Mortgaged land, Buildings, Machinery and Equipment or any part thereof.
Shf	3.85	
Rentz & Rentz Due Com	2.00	
Rentz & Rentz, Shf of Dauphin Co	5.35	
Pro	1.50	
3/14/36 "	3.00	
Spl Master Ret. Posters CK 1575	5.75	
L. W. Smiley posting CK 1576 same	1.50	
Adv. DuBois Morning Courier CK 1577	6.80	That a decree be entered requiring the said Ben McEnteer Jr. to execute such deeds or deeds as may be necessary or expedient for the vesting of complete and full title of the property so sold to the purchaser thereof.
Pro	3.00	
"	.40	
	197.75	
		Such further and other equitable relief as the Court may deem fit and proper. Rentz & Rentz, Liveright & Smith, Solicitors for Plaintiff
Feb 15, 1937 Recd of Rentz & Rentz Attys Costs: W. H. Hartzfeld 5.75 L. W. Smiley 1.50: DuBois Cr. 66.80 Shf. 3.85: Pro 12.50 Total 90.40 W R G. Pro.		Jan 18 1936 Service accepted and Summons of Writ waived. J. N. — Trustee for DuBois Sick Throwing Co. Inc.
		Jan 22, 1936, Acceptance of Service, filed. Now, Jan 20, 1936, Service of the Bill in Equity designated above, is hereby accepted. Ben McEnteer, Jr.
		Jan 22, 1936, 4 Copies Cert to Shff
		Jan 23 1936 acceptance of service filed Service of Bill in Equity accepted Jan 17 1936 Edward C Sproul Trustee in Bankruptcy for DuBois Sick Throwing Co. Deft
		Jan 22 1936 Shff Ammerman deputizes Shff of Dauphin Co. to serve Bill in Equity on Secty of Comth of Penna
		Jan 24, 1936 — 2:30 P.M. Served within Bill of Complaint on David L. Lawrence, Secty of Comth of Penna by Copy in the office of the Secty of Comth. So ans W. H. Caldwell Shff Dauphin Co.



EQUITY DOCKET No. 6

THE UNION BANKING & TRUST COMPANY of DuBois, Pa. Trustee

VERSUS

DuBois Silk Throwing Co. Jas. W. Schoch & Robert C. Sproul, Jr. Trustees in the matter of the DuBois Silk Throwing Co.

In the Court of Clearfield

No. 8 February

Debt

Interest

Judg't Entered

COSTS: PENTZ & PENTZ, Ins..Com. . . .

Pentz & Pentz, Shff Dauphin Co

Speciel Master Printing Posters .

L. W. Smiley, Posting same . .

DuBois Marning Courier Adv. . . .

Sheriff . . . . . .

Prothonotary . . . . . .

Certified from the r

day of June

COSTS MUST BE PAID PROM

Contd from Page 237-Union Banking & Trust Co. vs. DuBois Silk Throwing Co. et al-# 8 Feb T. 1936

the condition that the Special Master may retake and resell the property conveyed or transferred in the event the purchaser or purchasers, his or their successors or assigns, shall fail to pay the balance of any purchase price remaining unpaid.

15. The purchaser or purchasers, his or their successors, shall, after such delivery of the property and premises described in the said mortgage, hold, possess and enjoy the same, free from the trust imposed thereon by the said mortgage or deed of trust of the DuBois Silk Throwing Company dated Dec. 23, 1930 and recorded at Clearfield, Pa. in Mortgage Book Vol. 90, page 531, and free from any claim, right, interest or equity of redemption in or to the same by the said DuBois Silk Throwing Co., Mortgagors, J. W. Schoch and Robert C. Sproul, Jr., Trustees in Bankruptcy thereof, and Ben. McEnteet, Jr., terre tenant, parties to this suit, and their respective successors or assigns.

16. In the event the proceeds of such sale shall not be sufficient to pay in full the amount hereinbefore found to be due and unpaid, for and in respect of principal and interest on the said bonds secured by the mortgage, aforesaid, together with all the costs and expenses of the proceeding, the Special Master shall deposit to the Court the amount of such deficiency. In respect of such deficiency the plaintiff shall have the right to proceed as is prescribed by the pertinent statutes of the Commonwealth of Penna. and by the contract of the mortgage involved in this cause. Procedure in respect to any deficiency, or any proposed deficiency judgment, shall be subject to further order of the court.

17. M. H. Hartzfeld, herein appointed Special Master to make sale, shall make report thereof to the Court on June 27, 1936, with schedule of distribution of the proceeds of said sale.

18. Subject to the provisions of section 19 of this decree, said report shall be confirmed nisi upon its presentation and absolute if no exceptions are filed thereto within 4 days. Provided, however, that any schedule of distribution and account of the Special Master shall not be confirmed until the same has been advertised for a period of three weeks in one newspaper of general circulation in DuBois City, Pa., and notice has been given to any parties interested at least 15 days prior to the date on which application shall be made to the Court for confirmation thereof. If no exceptions are filed thereto after advertising and notice as herein directed, and due proof is made showing compliance with the foregoing requirements, the account shall be confirmed.

19. Anything hereinbefore to the contrary thereof, no sale of the property by the Special Master shall be confirmed until the purchaser shall have made satisfactory arrangements with the Special Master to discharge the payments set forth in section 12 (a) of this decree; and the Special Master shall have so reported in writing to the Court.

20. M. H. Hartzfeld, Special Master herein appointed to make sale of the property of the defendant, shall file bond in the sum of $500.00 to be approved by the Court, for his faithful compliance with the duties of trust herein imposed upon him. By the Court, W. Wallace Smith, P.J.

May 14, 1936 Final Decree entered.

W. R. Gallagher Pro.

May 15, 1936 Notice of Above Final Decree sent by Registered Mail to The DuBois Silk Throwing Company and Ben. Mc Enteer, Jr. with postage paid and return receipt requested.

May 18, 1936 Return Receipt signed by Mary Jane Mc Enteer filed.

May 18, 1936 Bond in sum of $500 filed by M. H. Hartzfeld Special Master

June 26, 1936, Return of Sale and Order of Court filed.

Return of Sale:- M. H. Hartzfeld, Special Master appointed under order of your honorable Court on May 14, 1936, to make sale of the property, real,

Continued on Page 228

Feb 12 1936 Bill of Complaint served on Secty of Comth by Shff of Dauphin County as per his return of service hereto attached & Ans C & H Ammerman Shff

Jan 8 1936 Service accepted by J W. Schoch Trustee for DuBois Sick Throwing Co. Duc.

March 23 1936 Motion for Decree pro Confesso.

Now Mar 20 1936 Plff. The Union Banking & Trust Company of DuBois, Pa Trustee, by its solicitors Reutz & Reutz & Liveright & Smith enters an order, as of Course, that the Bill in Equity be taken pro Confesso as to the said DuBois Sick Throwing Company; James W. Schoch and Robert C. Sproul Jr. Trustees in the matter of the DuBois Sick Throwing Company, No. 18868 in Bankruptcy. and Ben C. McEnteer, Jr. Reutz & Reutz, Liveright and Smith Solicitors for Plff.

March 23 1936 Decree pro Confesso entered.

W. R. Gallagher Pro.

Apr 23 1936 Testimony taken Apr 21 1936 before W. Wallace Smith Lodged

May 14, 1936, Adjudication, Findings of Fact & Conclusions of Law filed.

May 14, 1936, Final Decree filed.

Now, May 14, 1936, this cause having been heard on April 21, 1936, following a decree pro confesso entered therein, and the Court having made its Findings of Fact and reached its Conclusions of Law as in its adjudication set forth, it is hereby ordered, adjudged and decreed as follows:

1. The defendants, The DuBois Silk Throwing Co., and Ben McEnteer, Jr., or either of them, shall cause to be paid to the The Union Banking & Trust Co., of DuBois, Pa., Trustee under the said mortgage, the sum of $22,750.00, principal of said mortgage, with interest in the sum of $2,923.37, interest accrued to April 21, 1936, or a total of $25,673.37, together with the sum of $90.00, disbursements made by the Trustee for the carrying of fire insurance upon the mortgaged property, as well as all costs in this proceeding to date, within 5 days after notice by the Prothonotary of the entry of this Decree, together with all taxes accrued against the said mortgaged property, and a sum sufficient to pay all expenses of this action and disbursements by the Trustee, including counsel fee. If the said payment shall be made, the defendants, or any of the parties interested herein, may apply to Court for such further direction as may be just and equitable. The notice above prescribed to be given by the Prothonotary shall be transmitted by him by registered mail, postage prepaid, with request for return receipt; and he shall make an entry of the fact of such notice on his docket and on the record of the cause.

2. In default of the payment made as set forth in the first paragraph hereof, all of the land, buildings, structures, machines, machine appurtenances, spools, bobbins, fixtures, dynamos, and motors, installed upon, or that may have been installed after the execution and recording of said mortgage, upon the land or buildings of the Mortgagor, together with all of the estates, real and personal, lands, waters, rights of way, easements, licenses, rights, privileges, franchises and hereditaments and appurtenances owned by the said Mortgagor or acquired by it thereafter, and as described in the said mortgage or deed of trust, mortgaging the same to the The Union Banking & Trust Co. of DuBois, Pa. as Trustee, and as described therein, shall be sold as hereinafter directed, and all the right, title, interest and equity of redemption of any of the defendants and of the plaintiff as Trustee under the said mortgage or deed of trust, and of all persons claiming under them, or any of them, of, in, or to the said property and every part thereof, shall be forever barred and foreclosed.

3. Such sale shall be made without valuation, appraisement, redemption or extension, and shall be made by, and under the

Continued on Page 235-237-229-228

February Term 1936

Reutz + Reutz / Liveright + Smith

The Union Banking + Trust Company of Du Bois, Penna, Trustee

Du Bois Industrial Corporation

Jan 20 1936 Bill in Equity

Wherefore your Petf prays as follows That it be decreed that the Deft Du Bois Industrial Corporation made default in pursuance of its covenants contained in said Mtg. entitling the Petf to foreclose the same & the whole amount of the balance upon said bonds now issued and outstanding, due, owing and unpaid. The total amount of said indebtedness shall be declared to be the sum of $26,887.50 being the balance due upon the bonds outstanding and secured by the said Mortgage and that the interest thereon be paid as follows: at the rate of 4% on said sum from Feb 28 1934 to Aug 31 1934 in the amount of $924.50 and from Aug 31 1934 at the rate of 7% per annum up to and including the date of judgment together with Costs. That a decree be entered directing public sale of the property, plant, Machinery and equipment. That the Du Bois Industrial Corporation Mtgr in said Mortgage dated Feb 1, 1927, and all persons claiming under it may be barred and foreclosed of all rights, Claims, Liens and equities or redemption in said Mortgages premises or any part thereof. That a decree may be entered requiring the Du Bois Industrial Corporation to execute such deed or deeds as may be necessary for vesting of full and complete title to the property sold as aforesaid unto purchaser thereof. Reutz + Reutz Liveright & Smith attys

Pro	2.50
"	1.00
Shf	3.85
Reutz + Reutz Inc Com	2.00
Reutz + Reutz, Shf Dauphin Co	5.35
Pro	1.00
"	3.00
Spl Master Prt Rostare 1575 CK	5.75
L W Smiley, Atty Exam CK 1576	1.50
Du Bois M. Courier adv 1577 CK	54.00
Pro	3.00
"	1.00
	$83.85
	50

Feb 15. 1937 Rec of Reutz + Reutz atty. Costs M. H. Hartzfeld 5.75 L W Smiley 1.50; Du Bois Courier 54.00 Shff 3.85 Pro 12.90 Total 77.00 W.R.G. Pro

Jan 22, 1936, Acceptance of Service filed.

Now, Jan 20, 1936, Service of the Bill in Equity designated as above, is hereby accepted. Ben McEntee Jr.

Jan 22, 1936, 4 Copies Cert to Shff.

Jan 22, 1936, Shff Ammerman deputizes Shff of Dauphin Co to serve Bill in Equity.

Jan 24 1936 - 2.30 P M Served Bill of Complaint on David L Lawrence by Copy in the Office of the Secty of Comth of Penna. So ans W. W. Caldwell Shff

Now Feb 12 1936 Bill of Complaint served on Secty of Comth by Shf of Dauphin Co. As per return of Service hereto attached. So ans C. H. Ammerman Shff

Mar 23. 1936 Motion for Decree pro Confesso.

Now Mar 20 1936 Pff The Union Banking + Trust Company of Du Bois Pa by its solicitors Reutz + Reutz and Liveright + Smith, enters an order, as of Course, that the said Bill in Equity be taken pro Confesso as to the said Du Bois Industrial Corporation

March 23 1936 Decree pro Confesso entered.

W. R. Gallagher Pro

Apr. 23. 1936 Testimony taken Apr 21, 1936 before H Wallace Smith Lodge.

May 14, 1936, Adjudication, Finding of Facts, and Conclusions of Law filed
May 14, 1936, Final Decree filed

Now, May 14, 1936, this cause having been heard on April 21, 1936, following a decree pro confesso entered therein, and the Court having made its Findings of Fact and reached its Conclusions of Law as in its adjudication set forth, it is hereby ordered, adjudged and decreed as follows:

1. The defendant, the Du Bois Industrial Corporation shall cause to be paid to the The Union Banking & Trust Co. of Du Bois, Pa., Trustee under the said mortgage, the sum of $26,887.50, principal, of said mortgage, with interest in the sum of $3,158.11, or a total of $30,045.61, together with the sum of $90.00, disbursements made by the Trustee for the carrying of fire insurance upon the mortgaged property, as well as all costs in this proceeding to date, within 5 days after notice by the Prothonotary of the entry of this decree, together with all taxes accrued against the said mortgaged property, and a sum sufficient to pay all expenses of this action and disbursements by the Trustee, including Counsel fee. If the said payment shall be made, the defendant, or any of the parties interested herein, may apply to Court for such further direction as may be just and equitable. The notice above prescribed to be given by the Prothonotary shall be transmitted by him by registered mail, postage prepaid, with request for return receipt; and he shall make an entry of the fact of such notice on his docket and on the record of the cause.

2. In default of the payment made as set forth in the first paragraph hereof, all of the land, buildings, structures, machines, machine appurtenances, spools, babbins, fixtures, dynamos and motors, installed upon, or that may have been installed after the execution and recording of said mortgage, upon the land or buildings of the mortgagor, together with all of the estates, real and personal, lands, waters, rights of way, easements, licenses, rights, privileges, franchises and hereditaments and appurtenances owned by the said Mortgagor or acquired by it thereafter, and as described in the said mortgage or deed of trust, mortgaging the same to the The Union Banking & Trust Co. Du Bois, Pa., as Trustee, and as described therein, shall be sold as hereinafter directed, and all the right, title, interest and equity of redemption of the defendant and of the plaintiff as Trustee under said mortgage or deed of trust, and of all persons claiming under them, or any of them, of, in or to the said property and every part thereof, shall be forever barred and foreclosed.

3. Such sale shall be made without valuation, appraisement, redemption or extension, and shall be made by and under the supervision and direction of M. H. Hartzfeld, of Du Bois City, Pa., who is hereby appointed Special Master for that purpose, and who is directed to make and conduct said sale, and to make and deliver to the purchaser or purchasers of the said land, buildings, machinery, equipment, rights, privileges, franchises and property, real or personal, now owned by the said defendants and described in the said mortgage or deed of trust, and such after-acquired real and personal property, rights, franchises and appurtenances, as in said mortgage or deed of trust mentioned, a good and sufficient deed or 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 or equity against

Continued on Page 147 - 158-159

February Term 1936

John M. Urey	The Atlantic Refining Company a corp	Jan 27. 1936 Bill in Equity. 3 Copies to Shff That on or about Jan 3. 1934 the St Marys Greek Catholic Church of Ramey Pa purchased from the Atlantic Refining Company
Jan 27.	10	5 Cases #438 L36 sets whites 4's Superior Candles 180 sets @ 23¼¢ per set for $41.85
	Frank Kost. Carl Finch and Walter Chihon members of St Marys Greek Catholic Church of Ramey, Pa an unincorporated association a representing themselves and all others interested in said association	and 1 Case #438 L36 sets yellows 4's Superior Candles 36 sets @ 25¼¢ per set for $9.09 making a total of $50.94 on which the following payments have been made; April 13. 1935. $16.39 and May 16. 1935, $10.00 making a total of $16.39, and leaving a balance still due The Atlantic Refining Company your Orator of $34.55 with Interest thereon from Jan 3. 1934. That the said St Marys Greek Catholic Church of Ramey Pa has been allowed Credit for all payments made on account and is not entitled to no further Credits set
Bro By Atty	2.50	Wherefore your Orator prays that St Marys Greek Catholic Church of Ramey Pa be directed to forthwith pay over to your Orator the said
Shff Bro. Sis	12.50 1.00	sum of 34.55 together with interest thereon
Bro	.50	from the 3rd day of Jan 1934. and that
	16.50	the said Frank Kost, Carl Finch, and Walter Chihon, and the other persons interested
Mar. 24. 1936 Rec of Pltff Atty Costs Shf 12.50 Bro. 1.50. N. R. Gallagher Prs		in said association be directed to see that the Treasurer of the association shall pay the same with interest as aforesaid John M. Ursy. Solicitor for Pltff. Jan 28. 1936 at 1:45 P. M. Served the within Bill in Equity on Walter Chihon personally in the Boro. of Ramey Pa and on same day at 2:15 P.M served Frank Kost personally at Smoke Run and on the same day at 4.00 P.M. Served Carl Finch personally in the Boro. of Ramey, Pa. a true and attested Copy of writ and making known unto each of them the Contents thereof So Ans. Clarence H. Summerville. Sheriff Now March 24 1936, this bill is ordered discontinued of record John M. Urey, Atty. for Plaintiff.

supervision and direction of M. H. Hartzfeld, of DuBois City, Clearfield County, Pa., who is hereby appointed Special Master for that purpose, and who is directed to make and conduct said sale, and to make and deliver to the purchaser or purchasers of the said land, buildings, machinery, equipment, rights, privileges, franchises and property, real or personal, now owned by the said defendants and described in the said mortgage or deed of trust, and such after acquired real and personal property, rights, franchises and appurtenances, as in said mortgage or deed of trust mentioned, a good and sufficient deed or 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 or equity against the said defendants, or any of them, and all persons, bodies politic or corporate, claiming or to claim the said franchises, rights and privileges and property, real and personal, now owned by the said defendant, or any of them and described in the said mortgage or deed of trust and such after acquired real and personal property as in said mortgage or deed of trust mentioned, under the subject, however, to the lien of that certain mortgage dated December 15, 1930, and recorded at Clearfield, Pa. in Mortgage Book Vol. 90, page 505; and provided further that an order shall be made by this Court confirming such sale upon payment or settlement of the purchase price bid.

4. Said sale shall be held upon the land or property of the defendant, the DuBois Silk Throwing Co., in DuBois City, Clearfield County, Pa., at 10 o'clock A. M., on Saturday, June 20, 1936, unless the date thereof shall be changed by further order of Court.

5. A notice of the time, place and terms of said sale and describing the property to be sold and referring to this Decree, shall be published once a week for four successive weeks in the DuBois Morning Courier, a newspaper of general circulation published in the City of DuBois, Pa.; said sale shall also be advertised by at least 12 posters or handbills, which notices shall contain the matters herein specified and at least one of said notices shall be posted in a conspicuous place on or adjacent to the property described in said mortgage and to be sold hereunder.

6. Said Special Master may, at his discretion, adjourn and readjourn said sale from time to time and if so adjourned, or readjourned, make the sale at the time and place to which it may be adjourned or readjourned without further advertisement or notice.

7. The mortgaged premises, land, buildings, equipment and property, real or personal, rights, privileges, franchises and all the property described in the said mortgage or deed of trust and such after-acquired real or personal property, as is in said mortgage or deed of trust mentioned, shall be offered for sale in one lot or parcel.

8. 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.

9. The Trustee in the said mortgage, or any holder of bonds secured by the said mortgage, or any party to the cause, or any creditor of any of the defendants, may bid at the sale and, if a successful bidder, may purchase in his, its or their own right the property covered by the said mortgage or deed of trust.

10. Any successful bidder may assign, transfer or set over his bid in whole or in part and on any part of his right or interest under this decree.

Continued on Page 237

May Term 1936

Liveright & Smith	Emanuel Saucez Sylva Saucez + John Hamilton		Febry 7 1936 Bill of Complaint 3 Copies Cert to Atty's Your Orators need equitable relief and pray, That a decree of this Court issue dissolving the said Midway Coal Company a partnership winding up its affairs and distributing its assets, That the Court appoint a Receiver or Liquidator for the purpose of winding up and dissolving
Feb 7	1		
	George Hamm John Scollins — William Hamm + Harry Hamm		said partnership, and in order to conserve and distribute the assets of the same, said Receiver to have full power, under proper direction of this Court, to sell and dispose of the assets
Pro by atty		2.50	of said partnership, said Receiver to take
"		50	immediate possession of all of said assets
" Pd 5/1/36 By atty		50	when so appointed.
"		1.00	That upon the appt of the Receiver, that all
		4.50	partners of the Midway Coal 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 Midway Coal Company, and further be enjoined and restrained from contracting any bills or indebtedness of any Kind for or against the said partnership trading as the Midway Coal Company. That the Court decree the George Hamm William Hamm and Harry Hamm account to plaintiffs and to the Receiver herein prayed to be appointed, setting forth with particularity all sums received or expended by the said George Hamm, Secretary Treasurer as aforesaid, as well as accounting for all assets in his possession or control, by virtue of his office in said partnership, since the formation of said partnership Such further equitable relief as to which the Complainants may be entitled Liveright and Smith, Solicitors for Pffs And Now, Feb 10 1936 Service of within Bill of Complaint accepted for George Hamm, William Hamm and Harry Hamm by copy and upon whom papers, procss and notices may be served John Scollins, atty for Geo Hamm, William Hamm + Harry Hamm Febry 24 – 1936 Answer of defts filed by John Scollins. Febry 24 – 1936 Service of within accepted by copy &c Apr. 24-1936 Agreement & Court Order filed. Now Apr. 22-1936 – Counsel having agreed upon settlement of the litigation here inviolved as above set forth, this matter is continued pending the completion of said settlement & upon filing of praecipe signed by both sides stating that the settlement has been completed, the case shall be marked settled & discontinued By the Court – W. Horace Holt C.J.
May 5 – 1936 On motion of attys for Pff & defts. above case is marked settled & discontinued of Record. W. R. Gallaher for Pro.			
Settled			

cont'd. from Page 235-Union Banking & Trust Co. vs DuBois Silk Throwing Co. et al-#8 Feb. T. 1936

11. Any purchaser for the purpose of making a settlement or payment for the property purchased shall be entitled to use and apply any bond and any matured or immatured and unpaid coupon thereby secured, by presenting such bonds and coupons in order that there may be credited thereon the sums applicable to the payment thereof out of said proceeds of said sale, as his ratable share of such net proceeds, after making any deductions which may be made from the proceeds of said sale for costs, expenses, compensation and other charges; and thereupon such purchaser shall be credited on account of such purchase price payable by him, with sums applicable out of such net proceeds to the payment of and credit on the bonds and coupons so presented.

12. 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, compensation of the Special Master and the payment of all charges, compensation, allowances and disbursements of the plaintiff, and its solicitors, and counsel, and all other proper allowances, compensations and disbursements. All payments made under this sub-division shall be hereafter determined, fixed, allowed and taxed by the Court.

(b) The residue of the monies arising from the said sale shall be appropriated and applied by the Special Master to the payment of taxes accrued on the said premises, and any residue thereafter remaining shall be appropriated and applied by the Trustee in the said mortgage to the payment of principal and accrued interest upon all of the bonds secured by the mortgage under which this proceeding has been taken, which are outstanding and unpaid; and the same shall be applied without giving preference, priority or distinction as to one bond over another, or as between principal and interest. That is; if the residue of the proceeds of the said 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 present owner and terre tenant, Ben McEntee, Jr.

13. Upon confirmation of said sale and the payment of said purchase price by the purchaser, or purchasers, his or their successors or assigns, or upon making such provision for the payment thereof as the Court may approve, the Special Master making the sale shall execute a deed or deeds, or other proper instruments conveying or transferring the franchises, rights and privileges and all of the property, real and personal, now owned by the said defendant, or any of them 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 mentioned, to such purchaser or purchasers, or his or their successors or assigns, under and subject, nevertheless, to the lien of the mortgage of the Deposit National Bank of DuBois, Pa., as recorded in Mortgage Book, Vol. 90, page 505.

14. Upon the execution and delivery of such deed or deeds, assignments or transfers, the Grantee, or Grantees therein named, shall be let into immediate 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 Special Master herein shall thereupon be discharged of the trust in the premises, except as to the distribution of any money in his possession; subject, nevertheless, to

Continued on Page 239

May Term 1936

Chase & Chase J. C. Forsyth	Elmo E. Eshard	March 2, 1936, Bill of Complaint filed Wherein the Defendants did, by deed
Mar. 2	2	recorded in the Recorder's Office of Clearfield County in Deed Book 310, page 404, obtain title to buy
Arnold & Chaplin	H. B. Powell D. D. Miller & J. P. McGeehen, Creditors Committee	purchase at Sheriff's sale, all the undivided interest of the estate of Hugh M. Irwin, his heirs, executors and/or administrators, in and to a certain parcel of land situate in Curwensville
	Curwensville National Bank party defendant	Borough, Clearfield County, Pa., and described in said deed as being lots Nos. 1-2-3 & 4 in the
	Rec'd By Atty J.C.F. 2.50	plan of said town and having erected
	" Pltff's 50	thereon a brick dwelling house. Said property
	" Deft's 50	being known and described as the E. A. Irwin
	" 2 Cert. 50	homestead.
	" 6 Subp. 1.00	That on Jan. 4, 1936, the defendants
	5.00	sold the aforesaid described premises to Plaintiff.
		That the consideration which plaintiff
		agreed to pay defendants for the purchase and
		sale of said premises was $500.00.
		That on Jan. 6, 1936 defendants confirmed
		the sale of the aforementioned land to plaintiff,
		and made delivery of the premises and the
		possession thereof to your orator.
		That plaintiff further complains
		that the defendants have not only failed and
		neglected to deliver a deed for said premises to
		him, as they contracted to do, but have refused
		to do so, expressly stating that they did not
		propose to carry out said contract of sale.
		Wherefore your petitioner prays:
		That a decree be made by your
		honorable court directing that specific performance by the
		said defendant of the hereinbefore recited agreement, according to
		the true intent and meaning thereof, and the execution and
		delivery by him to your orator of a good and valid deed for said
		premises, upon the payment to him by your orator of the consideration
		money aforesaid.
		That the court make an order directing
		that the expenses and costs of this proceeding together with
		attorneys' fees be paid by the defendants.
		Such other orders and relief as may be
		proper under the circumstances.
		And he will ever pray.
		D. E. E. Eshard
		Now, March 2, 1936, Service accepted by copy. Arnold & Chaplin, attys
		for Creditors Committee, Defts.
		Mar. 23-1936 - Arnold & Chaplin enter appearance for defts.
		July 13, 1936 Petition to Amend Bill of Complaint granted By the Court
		W. Wallace Smith + and amendment filed with service of amendment
		accepted by copy. Arnold + Chaplin. Attys for Deft.
		Aug 10. 1936 Petition for Rule filed by Pltff Attys
		Now. Aug 5. 1936 within Petition being presented, and Counsel for the
		Respondents and the Curwensville National Bank being present in opposition
		thereto. It is Ordered

Contd to next Page

1. That the Curwensville National Bank be added as a party defendant to this proceeding, and that service of the Bill in Equity and the opportunity to plead in answer thereto shall be had as if originally as a party in the Bill.

2. The Rule prayed for in the second portion of the prayer of the petition is refused. It appearing that the proper procedure in the premises is by preliminary injunction and the filing of affidavits and bond in connection therewith, as required by the equity Rules.

By the Court. W. Wallace Smith P.J.

Now Aug 24th 1936 this equity proceedings discontinued and leave of Court to be procured and filed.

John McEvoy Jr

Attest

W.R. Gallagher Pro

Atty for Chas E. Erhard.

Sept 8 - 1936 - Leave granted Plff. to discontinue above Proceedings.

By the Court. Robert R. Lewis Sp. J.

Continued from Page 164. Carnwath Coal Co vs Leonard Smith No. 10 May T. 1935

Oct 27 1936 The Carnwath Coal Company having been adjudicated a Bankrupt Walter M. Swoope was appointed Trustee, and it is hereby suggested that the Plff herein is Walter M. Swoope, Trustee in Bankruptcy for Carnwath Coal Co. Bell & Silberblatt, attys for Trustee

Oct 27 1936 By Virtue of an order of D. Edward Chaplin, Referee in Bankruptcy the above case to be marked settled and discontinued Bell & Silberblatt, attys for Walter M. Swoope Trustee in Bankruptcy.

May Term 1936

Liveright & Smith	Deposit National Bank of Du Bois, Pa.	April 14, 1936, Bill of Complaint filed. The complainant, Deposit National Bank of Du Bois, Pennsylvania, brings this bill against the Du Bois Storage and Casting Co. Wherein, complainant needs equitable relief and prays as follows:
	3	That the defendant be required to
	Du Bois Storage & Casting Company, a Corp.	make answer to all the matters herein set forth.
		That it be ordered, adjudged and decreed
	Pro 2.50	that defendant, Du Bois Storage and Casting Co.,
	Sheffs Costs 10.10	has made default in the performance of its
	Pro Requisie .50	covenants contained in said mortgage to
	Pro 3.00	complainant as trustee, both in respect of the
	Pro Bond .50	bonds secured thereby and the interest, and in
	" Masters Rept 2.00	respect of its obligations referred to in the
	" .50	foregoing bill of complaint, and that the
	" 1.50	complainant has duly, regularly and lawfully
	20.60	and in accordance with the terms and
Oct 19, 1936, Rec'd of		provisions of said mortgage, declared the
D R Vasbinder, Special Master		whole of the bonds outstanding thereunder to
$20.60, being costs on		be due, owing and unpaid, and that the whole
full to date.		amount of said bonds has become and now
W R Gallagher, Pro		is due, owing and unpaid.
		The amount of the bonds outstanding
		and unpaid under said mortgage 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 hereunder;
		that the nature and amount of any other liens
		or encumbrances against the property covered
		by said mortgage be ascertained and
		determined.
		That in default of the payments of the
sums so found to	be due upon said bonds outstanding and	
secured by said	mortgage within a time fixed by the court,	
it may be decreed	that the defendant and all other persons	
claiming under	the defendant any interest in said mortgaged	
premises aforesaid	be absolutely barred and foreclosed of and	
from all rights of	equity or redemption of, in and to said	
mortgaged property	and every part thereof; that a sale of the	
whole of said	mortgaged property be ordered to be held by the	
Trustee under said	mortgage, or such other person as the	
court shall appoint;	that the proceeds resulting from such	
sale when made	may be applied to the costs and expenses of	
this suit, to the	compensation and disbursement of the plaintiff	
as Trustee in the	execution of its trust, and to the amount	
due upon the bonds	outstanding and secured by said mortgage	
and interest due	on said coupons, and the balance of said	
money, if any,	be distributed by the court.	
	That the defendant may be adjudged,	
ordered and decreed	to pay to the plaintiff all the money which	
remains due or	payable on said bonds and interest secured	
under the said	mortgage after the application toward the	

payment of said bonds and interest of the proceeds resulting from said sale; that the defendant be ordered and directed to pay the complainant the sums it has disbursed as Trustee in the performance of its duties under said trust or in protecting the mortgaged property; that the defendant, The Du Bois Storage & Casting Company, be required to join, if necessary or desirable in making such bill of sale, deed or other assurances as may be necessary in law to vest in the purchaser a good and sufficient title to the property of the defendant covered by said mortgage when sold hereunder.

Complainant may have such further like or different relief in the premises as the court may deem just or the exigencies of this case may require, and it will ever pray, etc.

Deposit National Bank of DuBois, Pa.
By B.B. McCreight, Trust Officer.

April 14, 1936, 6 Copies certified to Shff.

Now Apr. 15. 1936 at 2:30 o'Clock P.M. Served the within Bill of Complaint on the Du Bois Storage and Carting Company, a Corp. by handing to W.H. Cannon President and M.D. McCreight Secretary of said Corporation, (3) Three certified Copies of the Original to each of them at their houses in the City of DuBois, Clearfield County Penna. and making known unto each of them the contents thereof. So Does.

Clarence H. Cannon Shff.

May 18 1936 Motion for Decree pro Confesso entered by Liveright & Smith Solicitors for Deposit National Bank of DuBois Pa Trustee. Decree pro Confesso

May 25. 1936 Adjudication Findings of Fact. Discussion & Conclusions of Law By the Court

Final Decree:- Now, the 25th day of May, 1936, this cause having been heard on the 25th day of May, 1936, following a decree pro confesso entered therein and the Court having made its Findings of Fact and reached its Conclusions of Law as in its adjudication set forth, It is hereby Ordered, adjudged and Decreed as follows:-

The defendant, DuBois Storage & Carting Company, shall cause to be paid to Deposit National Bank of DuBois, Pa. trustee under said mortgage, the sum of Twenty Five Thousand ($25,000.00) Dollars principal of said Mortgage, with interest from June 1, 1932, as well as all Costs in this proceeding to date and any disbursements made by the trustee, within five days after notice by the Prothonotary of the entry of this decree, together with all taxes accrued against said Mortgaged property. If the said payment shall be made, Deft or any of the parties interested herein may apply to Court for such further direction as may be just and equitable. The notice above prescribed to be given by the Prothonotary shall be transmitted by him by registered mail postage prepaid with the request for return receipt, and he shall make an entry of the fact of such notice on his docket and on the record of the cause.

In default of the payment made as set forth in the first paragraph hereof, all of the land, buildings, structures, improvements and equipment covered by said mortgage, together with all of the estates, real and personal, lands, waters, rights of way, easements licenses, rights, privileges, franchises and hereditaments owned by the said Mortgagor or acquired by it thereafter and as described in the said Mortgage or deed of trust Mortgaging the same to the Deposit National Bank of DuBois, Pa. as trustee, and as described therein, shall be sold as hereinafter directed, and all the right, title, interest and equity of redemption of the defendant and of the plaintiff as trustee under said Mortgage or deed of trust, and of all persons claiming under them or any of them of, in and to the 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 supervision and direction of

September Term 1936

Liveright + Smith	M. I. McCreight		May 15 1936 Bill of Complaint.
			Your Orator Complains and says: 3 Copies Cert. to Atty.
	1		That he is a resident and Citizen of Sandy Township
			and the defendants are residents & Citizens of the
Bell + Brockbank	Wm. H. Newmeyer.		City of Du Bois, County of Clearfield, Pa
Bell + Brockbank for Du Bois Brewing Co.	Mrs. Wm. H. Newmeyer. Jr.		That the Du Bois Brewing Co. the other defendant
	Du Bois Brewing		is a Corporation with its principal Office in
	Company. defendants.		the City of Du Bois.
			Your Orator, was the owner of Certificate No 52
			for 36 shares of the Common Capital stock
			of Du Bois Brewing Company.
	Pro	2.50	On Sept 17. 1925. Your Orator surrendered said
	"	.50	Certificate No. 52 to Du Bois Brewing Company for
	"	.50	36 shares of Common Capital stock of Du Bois
	Sheff.	10.10	Brewing Co. and had issued therefor one share to
	Pro	50	Wm H. Newmeyer and 35 shares issued to M. I.
	Pro	50	McCreight in four Certificates, three Certificates
	Pro	50	being for ten shares each, and one Certificate
11-19-37 C.B.B.		15.10	for five shares.
			Wherefore, your Orator prays:
			That Mrs. Wm H. Newmeyer and/or Wm H.
			Newmeyer deliver and surrender possession to
			your Orator the Certificate for one share of
			Common Capital stock of Du Bois Brewing
			Company, endorsed by Wm. H. Newmeyer, Jr.,
			as herein outlined
			That Mrs. Wm H. Newmeyer, Jr., and/or Wm
			H. Newmeyer account to your Orator for the
			dividends they have received on said Certificat
			of stock.
			That Mrs Wm. H. Newmeyer, Jr. and Wm H
			Newmeyer, be required to do and perform any
			and all things that may be necessary and
			desirable in order that said Certificate of
			stock be assigned to your Orator.
			That Du Bois Brewing Co upon surrender
			of said Certificate of stock to it by your Orator
			or by Wm H. Newmeyer or Mrs. Wm H Newmeyer
			Jr., be Compelled to issue a new Certificate to
			your Orator, or such person as he shall direct
			it to be issued to
			Such other and further relief as your
			Orator may be entitled to
			Liveright + Smith, Solicitors for Pltff
			Now May 18. 1936 service of within Bill of
			Equity accepted for Du Bois Brewing Co by
			Copy. Bell + Brockbank, Attys for Du Bois Brewing Co
			May 29-1936 - Bell + Brockbank enter appearance
			for Du Bois Brewing Co.
			June 5 - 1936 - Answer of Wm. H. Newmeyer filed C. C.
			June 5 - 1936 - Service of Answer by Copy - L. + S.
			June 12. 1936 Bell + Brockbank, Attys enter their appearance
			for Mrs Wm H. Newmeyer Jr.
			June 15. 1936 Answer of Du Bois Brewing Co service accepted
			Liveright + Smith, Attys for Pltff

May 20 - 1936 at 3:00 P.M. served Bill in Equity on William H. Newmeyer personally by copy at the Elite Club, DuBois. May 26 - 1936 at 2:30 P.M. served Bill on Mrs William Newmeyer personally by copy at her home at DuBois. So ans - C.H. Ammerman Sheff.
June 20 - 1936 - Answer of Mrs William H. Newmeyer, filed by Bell & Brockbank.
June 23 - 1936 - Service accepted by Smith & Smith
Sept 19 1936 Rec'd Act argt list
April 9 1937 Testimony Lodged on hearing before W. Wallace Smith P.J. Mar 29 1937
April 15 1937 Notice of Lodging Testimony filed
Oct 29 1937 Request for Findings of Fact filed by Smith & Maine attys for Deff and Bell & Brockbank, attys for Deft
Oct 29 1937 Opinion filed.

Decree: Now Oct 29 1937, in accordance with the Opinion herewith, the Court makes the following decree Ni si, to be made absolute if no exceptions are filed within ten days after the date of filing same:-

1. The one share of stock in the Du Bois Brewing Company represented by the certificate issued in the name of William H. Newmeyer, is the property of M. I. McCreight, complainant herein, and neither William H. Newmeyer, the father, nor William H. Newmeyer, Jr., now deceased, has or had since Nov. 27, 1929 any ownership or interest therein.

2. Mrs William H. Newmeyer, Jr. (Bessie E.) is hereby directed and required to deliver the certificate for one share of stock in the Du Bois Brewing Company in the name of William H. Newmeyer, to the complainant, M. I. McCreight aforesaid, for such disposition thereof, as the said M. I. McCreight shall desire to make.

3. The Du Bois Brewing Company, respondent, is hereby directed to transfer said shale of stock upon the books of said company in accordance with the directions to be given by M. I. McCreight, and to issue such new certificate therefor as may be required by him upon delivery of the existing certificate.

4. The said M. I. McCreight is entitled to receive the dividends now remaining unpaid upon said stock certificate, and the Du Bois Brewing Company is hereby directed to pay the same to him.

5. The said Mrs William H. Newmeyer, Jr., respondent, is directed to pay the costs of this proceeding. By the Court,
W. Wallace Smith P.J.

Oct 29 1937 Decree Ni si entered. By the Court,

Error see above { Oct 29 1937 Request for Findings of Fact filed by Smith & Maine, attys for Deff
Oct 29 1937 Request for Findings of Fact filed by Bell & Brockbank, Atty for Mrs. Wm H. Newmeyer Jr.

September Term 1936.

A. B. Shaw — Petition for the termination of a Creative Trust

2

Pro 2.50
" .50
" 1.00
" 1.00
" .50
" Cert. copy opt. 7/31/37 .50
" Cert Copies (and) Receipts to be filed 14.50
20.50

Aug 12. 1937 Rec'd of Co Natl Bank 20.50 Costs to date MRH.

8-12-37

Pro filing Receipts 1.00
Pd by Co Natl Bank

May 26. 1936 Bill in Equity.

The petition of Johnson K. Potter, F. Elizabeth Potter, George R. Potter, Dudley G. Potter and Mary A. Anderson respectfully represents:—

That the undersigned petitioners, together with Grace O. Potter and Harry B. Potter since eppired were the heirs at law of Emma B. Potter, late of Karthaus, Clearfield Co. Pa. deceased.

That subsequent to the death of Emma B. Potter to wit, on the 9th day of Oct. A.D. 1931, the heirs at law of said Emma B. Potter did by mutual agreements in writing set up certain Creative trusts in their respective interests in the estate of their mother, the late Emma B. Potter, which were to continue for a period of five years from the date thereof the County National Bank of Clearfield, Pa. being named trustee.

That according to the instruments by which said trusts were created, the County National Bank of Clearfield was given power to sell, invest and reinvest certain of the securities turned over to it as trustee and after accounting for the income to the respective heirs to turn the entire Corpus of said trust estate back to them at the epperation of five years unless a further extension of time be granted.

That a few of the securites originally turned over to the County Natl Bank as Trustee have been sold and converted into participating mortgages, but for the most part, the securites which made up these repective trusts remain intact as originally delivered.

That these trusts have been designated by the County Natl Bank of Clearfield in its Trust Depart. as trusts Nos. 237. 238. 239.

That the County National Bank of Clearfield, Pa. is a closed institution and has for some time been in the proces of liquidation and unable to act in the capacity of a trustee.

That on Jan. 20. 1936 The Co. Natl. Bank by its Receiver, Joshua L. Foster, filed its First and Final Accounts as Trustee for Johnson K. Potter, F. Elizabeth Potter, Dudley G. Potter, Mary A. Potter Anderson, Harry B. Potter and Grace O. Potter under agreements dated Oct 9. 1931

That there were no exceptions filed and same was confirmed absolutely on March 7 1936.

That your petitioners are of the opinion that it would be futile to appt a successor trustee to continue trusts Nos 238. 239 and do agree that same be terminated and that an Auditor be appointed to make distribution thereof to and among those legally entitled thereto.

Decree: Now May 25. 1936. It appearing to the Court that said trust creates no limitation over on either the income or the principal and there are no other estates in interest to be preserved and no ultimate purpose of any kind requiring the continuance of said trusts either expressed or implied, except the mere payment of the income to the Cestui qui trust and the Corpus at the expiration thereof, the Court hereby decrees that said trusts be terminated as prayed for.

By the Court. H. Wallace Smith, P.J.

July 15, 1936, Petition for appointment of Auditor filed.

Now, July 15, 1936, the foregoing petition having been read and considered, and on motion of A. B. Shaw, Esq., attorney for the petitioners, Harold Boulton, Esq. is appointed Auditor to make distribution of the assets in the hands of the County National

Bank of Clearfield of trusts numbers 238 and part of trust number 239 as shown by its first and final account, filed in the Court of Common Pleas of Clearfield County, Sitting in Equity, together with any accumulations since the filing thereof, to and among those legally entitled to the same. By the Court, W. Wallace Smith, P.J.

Oct. 21, 1936, Auditor's Report filed.

Joshua L. Foster, Receiver of County National Bank of Clearfield, Pa., Trustee for Johnson W. Patter, et al, files Statement of Income received and disbursements made since filing First and Final Account, as follows:

Income (Trust #238)

1936			
Jan. 2	Armour & Co. of Del. - Pfd. Div.		10.50
" 18	Harbison Walker Ref. Co. - Pfd. Div.		4.50
Feb. 4	Natl. City Bank of N.Y. - Div.		1.50
Mar. 2	Trans-Lux Daylight Picture Screen Corp. - Div.		2.00
Apr. 2	Assoc. Gas & Elec. Co. - semi-annual int. on 5% debenture bonds of 1968		12.50
Apr. 20	Harbison Walker Ref. Co. - Pfd. Div.		4.50
Apr. 2	Armour & Co. of Del. - Pfd. Div.		10.50
May 5	Jacob Dold Packing Co. Bond - Gen.		30.00
Jul. 2	Armour & Co. of Del. - Pfd. Div.		10.50
Jul. 24	Harbison Walker Ref. Co. - Pfd. Div.		4.50
Aug. 3	Natl. City Bank of N.Y. - Div.		1.50
Sep. 2	Trans-Lux Daylight Picture Screen Corp. - Div.	2.00	94.50

Disbursements

1936			
Jan. 6	Dudley G. Patter, advance on acct. distributive share of income		15.00
Jan. 18	Reserve Acct. for Taxes - 4 mill tax 1936		11.47
Mar. 9	Reserve Acct. for Taxes - 1 mill tax 1935		2.65
May 5	Dudley G. Patter, Advance on acct.		20.00
Sep. 2	Co. Natl. Bank of Clfd - Com. on income	4.73	53.85
	Net Income		40.65

Income (Trust #239)

1936			
Jan. 3	First Natl. Bank at Ptsbgh. - Div.		12.00
Mar. 4	Penna. R.R. Co. - Div.		24.00
Mar. 4	Harbison Walker Ref. Co. - Div. $12.00, extra dividend 6.00		18.00
Apr. 2	First Natl. Bank at Ptsbgh. - Div.		12.00
May 21	Chas. Edw. Ums., etux - Int. to 5/21/36 on mtge.		8.00
May 27	F.C. Shillenn, etux - Int. to 5/27/36 on mtge.		45.00
Jun. 1	Harbison Walker Refrac. Co. - Div.		18.00
Jun. 19	Edw. Earl Smith - Int. to 6/4/36 on mtge.		150.00
Jun. 30	General Refrac. Co. - Dividend		24.00
Jul. 1	First Natl. Bank at Ptsbgh. - Div.		12.00
Sep. 2	Harbison Walker Refrac. Co. - Div.	24.00	347.00

Disbursements

1936			
Jan. 18	Reserve Acct. for taxes - 4 mill tax 1936		55.73
Mar. 9	" " " " 1 " " 1935		14.67
Sep. 4	Co. Natl. Bank of Clfd - Common income collected since filing 1st acct.	17.35	87.75
	Net Income		259.25

Statement of Unpaid Bills in Trust #237

1.	Unseated taxes for years 1934 & 1935 on land situate in Karthaus Twp. (239 A.)	29.56
2.	Unseated Taxes for year 1936 on above land	13.21
3.	Unseated taxes for years 1934-1935 on land situate in Lawrence Twp. and known as the John & James Daugherty Farm (332 A.)	102.44
4.	Unseated taxes for year 1936 on above land	49.46
5.	Taxes on lot situate in Erie County, Hamburg, N.Y. for 1936	.75
6.	Taxes for years 1934, 1935, 1936 on property situate in Lawrence Twp. and known as the John & James Daugherty Farm	219.92
7.	Taxes for years 1934, 1935 & 1936 on property situate in Karthaus Twp.	405.00
8.	Helmbold & Stewart - Prem. for fire ins. on property situate in Karthaus Twp.	14.00
9.	Moore, Wilson & Reading, Inc. - Prem. for fire ins. on property in Karthaus Twp.	110.84
	Dufton Hardware Co. - Bill for roofing & sheathing for house on Daugherty farm	46.60
	Dufton Hardware Co. - 1 can roof Coating	1.25
	Sterling Roofing Co. - Roofing Karthaus Supply Co. building	162.00
		1,155.03

Summary:

Total unpaid bills	1,155.03
Cash on hand in Trust No. 237	426.08
Amt. insufficient to pay bills	728.95
W.B. Patter Est. 2/3 share	485.97
Heirs of E.B. Patter Trust #239 1/3 share	242.98
	728.95

Oct. 21, 1936, Confirmed nisi; to be confirmed absolutely if no exceptions filed in accordance with the rules of Court. W. Wallace Smith, P.J.

Now, Nov. 18, 1936, No Exceptions filed, within Audit is confirmed absolute. W. R. Gallagher, Prothonotary

Continued on Page 323

September Term 1936

Joshua L. Foster Receiver of the County National Bank of Clearfield Pa 3 Minnie B. Reale, Mary E. Devling, Rembrandt Reale Jr, Richard Reale, John Reale, Lucy Batcheler, Eugene Henry. Gdn ad litem for Judith, Patricia Reale and Elthea Reale, and the County National Bank at Clearfield Pa	May 29 1936 Bill in Equity The Pegf. herein is Joshua L. Foster, Recv of the County National Bank of Clearfield Pa. by virtue of the appointment by the Comptroller of the Currency of the United States on Feb 26, 1934. The Defts. herein are Beneficiaries of or have Contingent or uncertain interests in a certain trust estate or trust estates created by trust agreement inter vivos dated the 7th day of April, 1933 between Minnie B. Reale, party of the First Part, Mary E. Devling, Party of the second part and the County National Bank of Clearfield, Pa, Trustee, Your Pegf. pray your Honorable Court to approve and confirm the Final account of Pegf. hereto annexed and marked Exhibit "A" To discharge the Pegf. from all the duties, responsibilities and liabilities of said trust and to release any bond or other obligation posted to secure the faithful performance of its said duties To Authorize the Pegf. upon approval of its account to turn over all money and properties in said trust to said County National Bank at Clearfield Pa. successor trustee. Edw. J. Thompson June 1, 1936 Motion for appt Gdn June 1, 1936 It is ordered and decreed that Eugene Henry is appt guardian ad litem for Judith Reale, Patricia Reale and Elthea Reale, and it is directed that all process in above proceeding be served upon said guardian By the Court W. Wallace Smith P.J.
Pro By Pegf 6-2-36 2.50 " Int + Final acct " " 10.00 12.50 Pro By Pegf 5-1-37 8.00 " " 1685 adv 7.00 CR 1359-1360 CR 1686 8-7-42 Pro adv By Pegf 7.00 " " " recording 9-14-42 3.00 10-14-42 Pro By Pegf 2.50	Agreement of Counsel: And Now May 29 1936 Defts by their Counsel Frank Smith Esq accepts service of the Bill in Equity filed herein and acknowledge receipt of said Copies of said Bill in Equity sec. leg. sec reg. Defts waive the right to file answer to the said Bill as filed and served and agree that a decree pro Confesso shall be entered against them forthwith in the same manner and form as if each and every one had been personally served with process and 30 days had elapsed without the filing of any answer. The Defts further admit the averments of the Bill and join in the prayer of the Pegf. Frank Smith Atty for Defts June 2, 1936 Motion for Decree pro Confesso And Now, this 1st day of June 1936. It appearing that service of process in Conformity with law has been made upon all parties in interest in the above matter and that all interests in said estate have been represented in the actions, Judgment pro Confesso is directed against the Defendants Judgment pro Confesso against the Defendants W. R. Gallagher Esq. Next Page

First and Final Account of Trustee for Minnie B. Reale and Mary E. Derling under Trust Agreement Dated April 7. 1923 and known as Trust #1 and Trust #2.

Joshua L. Foster, Receiver of the County Natl Bank of Clearfield, Pa. Trustee for Minnie B. Reale and Mary E. Derling under agreement dated Apr. 7. 1923, files for it this First and Final Acct as follows

Trust #1. (Minnie B. Reale)

Principal Account

The Accountant charges itself as follows:

1924

July 15. Note of A. P. Avery dated 9/1/22 due 9/1/23 3.000.00

Note of A. P. Avery dated 9/1/22 due 9/1/24 3.000.00

Note of A. P. Avery dated 9/1/22 due 9/1/25 1.600.00

Note of A. P. Avery dated 9/1/22 due 9/1/25 1.400.00 9.000.00

1926 The Accountant Credits itself as follows:

Mar. 25 The County National Bank of Clearfield - Accountants Commission - 1% of $9.000.00 principal 90.00

Income Account

The Accountant Charges itself as follows:

1924

Jul 18. Int on A. P. Avery note due 9/1/23 $66.00

Less Exchange 3.06 62.94

Jul 31 Int on average daily bal. 2.23

Sep 8. Int on A. P. Avery Notes to 9/1/24 180.00

Sep 30. Int on average daily bal .34

Oct 31. Int on average daily bal .32

Nov 29. Int on average daily bal .27

Dec 4. Clearfield Boro School Dist Bonds - Coupon due 11/1/24 67.50

Less accrued Int paid 9/10/24 48.00 19.50

1925

Mar 10. A. P. Avery - Int to 3/1/25 on note 90.00

Less exchange .22 89.78

May 15. Clearfield Boro School Dist B - Coupons due 5/1/25 67.50

May 15. Clearfield Boro Impr. bonds - Coupons due 5/1/25 67.50

1925 Jul 31. Clearfield Boro Impr. Bonds - Coupon due 8/1/25 67.50

Sep 21. A. P. Avery. Int to 9-1-25 on Note, less Excg 86.54

Nov 4. Clearfield Boro. School Dist Bd - Coupon due 11/1/25 67.50

1926 Feb 2. Clfd Boro. Impr. Bonds - Coupon due 2-1-26 67.50

Less accrued Int Pd 9/22/25 19.13 48.37

Feb 2. Clfd Boro. Impr Bds - Coupon due 2/1/26 67.50

May 1. Clfd Boro. Sch. Dist. Bds - Coupon due 5/1/26 67.50

Aug 3. Clfd Boro. Imp. Bds - Coupons due 8/1/26 67.50

Aug 3. Clfd. Boro. Imp Bds - Coupon due 8/1/26 67.50

1926 Oct 30. Clfd Boro School Dist Bds - Cp due 11/1/26 67.50

1927 Feb 1. Clfd Boro. Impr Bds - Coupons due 2/1/27 67.50

Feb 1. Clfd Boro. Impr Bds - Coupon due 2/1/27 67.50

May 2. Clfd Boro School Dist Bds - Coupon due 5/1/27 67.50

Aug 17. Clfd. Boro. Imp. Bds - Coupon due 8/1/27 67.50

Aug 17. Clfd. Boro. Impr Bds - Coupon due 8/1/27 67.50

Oct 31. Clfd. Boro School Dist Bds - Coupon due 11/1/27 67.50

1928 Feb 1. Clfd Boro Impr. Bds - Coupon due 2/1/28 135.00

May 2. Clfd Boro. School Dist Bds - Coupon due 5/1/28 67.50

Aug 6. Clfd Boro Impr. Bds Coupon due 8/1/28 67.50

Aug 6. Clfd. Boro. Impr. Bds - Coupon due 8/1/28 67.50

1929 Jan 15. Clfd Boro School Dist Bds - Coupon due 11/1/29 67.50

Feb 19. Clfd Boro Impr. Bds - Coupons due 2/1/29 67.50

Feb 19 Clfd Boro Impr. Bds - Coupon due 2/1/29 67.50

May 28. Clfd Boro School Dist Bds - Coupon due 5/1/29 67.50

Aug 28. Clfd. Boro. Impr. Bds - Coupon due 8/1/29 67.50

Aug 28. Clfd. Boro Impr Bds - Coupon due 8/1/29 67.50

Nov. 1 Clfd Boro School Dist Bds - Coupon due 11/1/29 67.50

1930 Feb 8. Clfd Boro. Impr. Bds - Coupon due 2/1/30 67.50

Feb 8. Clfd Boro. Impr. Bds - Coupon due 2/1/30 67.50

Apr 1. Co. Ne. BR. of Clfd. Int on average daily Bal .35

May 6. Clfd Boro School Dist Bds - Coupons due 5/1/30 67.50

Jul. 31. Clfd Boro Impr. Bds - Coupons due 8/1/30 67.50

Jul. 31 Clfd. Boro. Impr. Bds Coupons due 8/1/30 67.50

Oct 30. Clfd. Boro School Dist Bds - Coupon due 11/1/30 67.50

1930 Dec 12. Co. Natl BK of Clfd - Int on average daily Bal .80

1931 Feb 2. Clfd Boro. Impr. Bds - Coupons due 2/1/31 67.50

Feb 2. Clfd Boro. Impr. Bds - Coupons due 2/1/31 67.50

May 2. Clfd Boro. School Dist Bonds - Coupons due 5/1/31 67.50

Jul 28. Clfd. Boro Impr. Bds - Coupons due 8/1/31 67.50

Jul. 28. Clfd. Boro Impr. Bds. Coupons due 8/1/31 67.50

Oct 30. Clfd. Boro. School Dist Bds - Coupons due 11/1/31 67.50

1932 Jan 28. Clfd. Boro. Impr. Bds - Coupons due 2/1/32 67.50

Jan 28. Clfd Boro Impr. Bds - Coupons due 2/1/32 67.50

May 2. Clfd Boro School Dist Bds - Coupons due 5/1/32 67.50

Jul 26. Clfd Boro Impr. Bds - Coupons due 8-1-32 67.50

Jul 26. Clfd Boro Impr. Bds - Coupons due 8-1-32 67.50

Nov 4. Clfd Boro School Dist Bds - Coupons due 11/1/32 67.50

1933 Jan 30. Clfd Boro. Impr. Bds - Coupons due 2/1/33 67.50

Jan 30. Clfd Boro Impr. Bds - Coupons due 2/1/33 67.50

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Contd from Page 247. Joshua L Foster vs Minnie B Reale No 3 Sept T 1936

Apr 27	Clfd Boro	School Dist Bds-Coupons due 5/1/33	67.50	July 6	Minnie B Reale-Net Income Col to date	1.96 4.1
Aug 2	Clfd Boro	Dupv Bds-Coupons due 8/1/33	67.50	July 6 1934	Co N Bank of Clfd-Com on Income Col 1/5/33 to date	6.09
Aug 2	Clfd Boro	Dupv Bds-Coupons due 8/1/33	67.50		Co N Bank of Clfd Com on Income Col to date	6.09
Nov 9	Clfd Boro	School Dist Bds-Coupons due 11/1/33	67.50	Jan 1 1935	Minnie B Reale-Net Income Col to date	1.96 4.12
Jan 30 1934	Clfd Boro	Dupv Bds-Coupons due 2/1/34	67.50	Jan 26	Co N Bank of Clfd Com on Income Col 1/1/34 to date	12.15
Jan 30	Clfd Boro	Dupv Bds-Coupons due 2/1/34	67.50	Jan 26	Minnie B Reale-Net Income Col 1/1/34 to date	392.85
Apr 28	Clfd Boro	School Dist Bds-Coupons due 5/1/34	67.50	Feb 4	R G Darr Reg & Rec Ret & order Decg from Trust	1.25
Aug 4	Clfd Boro	Dupv Bds-Coupons due 8/1/34	67.50	Feb 4	L G Darr Reg & Rec Cert Copy of order	.50
Aug 4	Clfd Boro	Dupv Bds-Coupons due 8/1/34	67.50	Mar 23 1936	Minnie B Reale advance on acct Income	300.00
Nov 10	Clfd Boro	School Dist Bds-Coupons due 11/1/34	67.50	Mar 26	Edw J Thompson, atty, Passing acct & Burnett	75.00
Feb 15 1935	Clfd Boro	Dupv Bds-Coupons due 2/1/35	135.00	Mar 26	Co N Bank of Clfd-Com on Income Col 1/26/35 to date	27.00
Jul 31	Clfd Boro	Dupv Bds-Coupons due 8/1/35	135.00	Mar 26	W R Gallagher, Prothy, 1/2 Costs filing acct	5.00
Oct 31	Clfd Boro	School Dist Bds-Coupons due 5-1-35 67.50			Entry fee pro confesso	1.25
		Coupons due 11-1-35 67.50	135.00		Advertising	3.50
Feb 1 1936	Clfd Boro	Dupv Bds-Coupons due 2/1/36	135.00			$ 4,752.44
			$ 4,878.94			
The Accountant Credits itself as follows:-				Trust No 1		
Sep 8 1924	Co N Bank of Clfd-Excp on A P Avery note		3.57	Changes in Investments		
Jan 3 1925	Minnie B Reale-net income to date		254.17	Jul 15 1924	3000.00 Note of A P Avery dated 7/1/22 Due 9/1/23	3 [illegible] .00
Jan 3	Co Natl Bank of Clfd Com on Income Col to date		7.86		Dated 9-1-22 due 9-1-23	3000.00 3000.00
Jul 2	Minnie B Reale net Income to date		218.04		Paid July 18 1924	3000.00 000.00
Jul 2	Co Natl Bank Com on Income Col to date		6.74			
Jul 27	Foster N Kerr, Tax Coll-personal property tax for 1925 $12.00			July 15	3000.00 Note of A P Avery	
	Less rebate .60		11.40		dated 9-1-22 due 9-1-24	3000.00
Dec 31	Minnie B Reale-Net Income to date		184.36		Paid Sept 8 1924	3000.00 000.00
Dec 31	Co Natl Bank of Clfd Com on Income Col to date		6.65	Jul 15	16000.00 Note of A P Avery	
Jul 1 1926	Minnie B Reale-Income to July 1 1926	Incl	196.43		dated 9-1-22 due 9-1-25	16000.00
July 1	Co Natl Bank of Clfd Com on Income Col to date		6.07		Paid Sept 21 1925	16000.00 000.00
Jan 3 1927	Minnie B Reale-income to Jan 1 1927		196.43			
Jan 3	Co Natl Bank of Clfd Com on Income Col to 1/1/27		6.07	Jul 15	$ 14000.00 Note of A P Avery	
Jul 1	Minnie B Reale-Net Income to 7/1/27		196.43		dated 9-1-22 due 9-1-25	14000.00
Jul 1	Co Natl Bank of Clfd-Com on Income to 7/1/27		6.07		Paid Sept 21 1925	14000.00 000.00
Jan 4 1928	Minnie B Reale-Income to 1/4/28		196.43			
Jan 4	Co Natl Bank of Clfd Com on Income to date		6.07	Aug 1 1924	Purchase of $ 3000.00 Clfd Boro	
Jul 3	Minnie B Reale-Income to date		196.43		Improvement Bonds of 55	3000.00
Jul 3	County N B of Clfd Com on Income Col to date		6.07	Feb 1 1926	3000.00 Clfd Boro 4½%	
Jan 2 1929	Minnie B Reale-Net Income to date		196.43		Improvement Bonds Called for Pmt at Par	3000.00 000.00
Jan 2	Co Natl Bank of Clfd Com on Income Col to date		6.07	Sep 10 1924	Purchase of 3000.00 Clfd Boro	
Jul 2	Minnie B Reale-Net Income to date		196.43		4½% Improvement Bonds of 45	3000.00
Jul 2	Co Natl Bank of Clfd-Com on Income Col to date		6.07	Feb 1 1936	3000.00 Clfd Boro 4½% Dupv.	
Jan 3 1930	Minnie B Reale-Net Income to date		196.43		Called for payment at par	3000.00 0.00
Jan 3	Co Natl Bank of Clfd-Com on Income Col to date		6.07	Sep 25 1925	Purchase of $ 3000.00 Clfd Boro	
Jul 3	Minnie B Reale-Net Income to date		196.76		4½% School Dist Bonds of 46	3000.00
July 3 1930	Co Natl Bank of Clfd Com on Income Col to date		6.09	Oct 31 1935	$ 500.00 Clfd Boro School	
Jan 3 1931	Minnie B Reale-Net Income to date		197.20	Dist 4½% Bond Called for pmt at par		500.00 $ 2500.00
Jan 3	Co Natl Bank of Clfd Com on Income Col to date		6.10			
Jul 6	Minnie B Reale-Net Income to date		196.43			
Jul 6	Co Natl Bank of Clfd-Com on Income Col to date		6.07			
Jan 12 1932	Minnie B Reale-Net Income to date		196.42			
Jan 12	Co Natl Bank of Clfd Com on Income Col to date		6.08			
Jul 1	Minnie B Reale-Net Income Col to date + Tax on Voucher		196.45			
Jul 1 1933	Co N Bank of Clfd Com on Income + tax on Voucher		6.09			
Jan 5	Minnie B Reale-Net Income Col 7/1/32 to date		196.37			
Jan 5	Co N Bank of Clfd-Com on Income Col 7/1/32 to date		6.09			

Trust No. 2. Mary E. Devling

Principal Account.

The Accountant Charges itself as follows:

1924
July 5. Note of A P. Avery due 9/1/26 as per Inventory 3500.00
$1000 Kiskiminetas Water Company 5% Bond due 1933 1000.00
$2000. Carrolltown Coal Co. 5% Bonds due 1-1-42 2000.00
6500.00

The Accountant Credits itself as follows

1926
Mar 25. The County N. Bank of Clearfield-
Accountants Com. 1% of $6500.00 principal 65.00

Income Account

The Accountant Charges itself as follows

1924
Sep 4. Kiskiminetas Water Co. Bond Coupon due 9/1/24 25.00
Sep 8. Int. on A P. Avery note to 9-1-24 105.00
1925
Jan 13. Carrolltown Coal Co. Bonds Coupons due 1-1-25 50.00
Mar 10. Int to 3-1-25 on A.P. Avery note 105.00
Less Exchange .126 104.74
Jul 1. Kiskiminetas Water Co Bond-Coupon due 3-1-25 25.00
Jul 1. Carrolltown Coal Co. Bonds-Coupons due 7-1-25 50.00
Aug 31. Kiskiminetas Water Co. Bond Coupons due 9-1-25 25.00
Sep 21. Int to 9-1-25 on A.P. Avery note, less exchange 1.00 .97
Dec 30. Carrolltown Coal Co. Coupons due 1-1-26 50.00
1926
Feb 2. Clfd Boro Impr. Bonds Coupon due 2-1-26, 7.8.75
Less accrued Int. paid 9-22-25 .2231 56.44
June 30. Carrolltown Coal Co. Bonds Coupons due 7/1/26 50.00
June 30. Kiskiminetas Water Co. Bond Coupons due 3-1-26 25.00
Aug 3. Clfd Boro. Impr. Bonds-Coupons due 8-1-26 7.8.75
Sep 10. Kiskiminetas Water Co. Bond Coupon due 9-1-26 25.00
Dec 31 Carrolltown Coal Co. Bonds-Coupon due 1/1/27 50.00
1927
Feb 1. Clearfield Boro. Impr. Bonds Coupon due 2/1/27 7.8.75
Mar 1. Kiskiminetas Water Co. Bond-Coupon due 3-1-27 25.00
June 30. Carrolltown Coal Co. Bonds-Coupons due 7-1-27 50.00
Aug 17. Clearfield Boro. Impr. Bonds-Coupons due 8-1-27 7.8.75
Aug 31. Kiskiminetas Water Co Bond-Coupon due 9-1-27 25.00
1928
Jan 3. Carrolltown Coal Co. Bonds-Coupons due 1-1-28 50.00
Feb 1. Clfd Boro Impr. Bonds-Coupon due 2-1-28 7.8.75
Apr 5. Kiskiminetas Water Co-Coupon due 3/1/28 25.00
Jul 2. Carrolltown Coal Co. Bonds-Coupons due 7/1/28 50.00
Aug 6. Clearfield Boro. Impr. Bonds-Coupons due 8/1/28 7.8.75
Sep 11. Kiskiminetas Water Company Bond-Coupon due 9-1-28 25.00
1929
Jan 15. Carrolltown Coal Co Bonds-Coupons due 1-1-29 50.00
Feb 19. Clearfield Boro. Impr. Bonds-Coupon due 2-1-29 7.8.75
Mar 5. Kiskiminetas Water Co. Bond-Coupon due 3/1/29 25.00
Jul 6. Grass Flat Coal Co, Carrolltown Coal Co
Bonds-Coupons due 7/1/29 50.00
Aug 28. Clearfield Boro Impr Bonds-Coupons due 8/1/29 7.8.75
Oct 1. Kiskiminetas Water Co. Bond-Coupon due 9-1-29 25.00
1930
Feb 8. Clearfield Boro Imp. Bonds-Coupons due 2/1/30 7.8.75
Feb 8. Utilities Power & Light Corp-Coupons due 2-1-30 50.00
Mar 1. Kiskiminetas Water Co. Bond-Coupon due 3-1-30 25.00
Jul 31. Clfd Boro Impr. Bonds-Coupon due 8-1-30 7.8.75
Jul 31. Utilities Power & Light Co. Coupons due 8/1/30 50.00
Sep 2. Kiskiminetas Water Co-Coupons due 9/1/30 25.00
Dec 12 County N. Bank of Clearfield Int on avg D. Bal 80
Feb 2. Clfd Boro. Impr. Bonds-Coupon due 2/1/31 7.8.75
Feb 2. Utilities Power & Lt Corp. Coupons due 2/1/31 50.00
Feb 25. Kiskiminetas Water Co. Coupon due 3-1-31 25.00
apr 8. Co. Natl Bank of Clfd. Int on avg. daily Bal 7.9
Jul 18. Co. Natl Bank of Clfd. Int on avg. daily Bal .56
Jul 28. Clfd. Boro Impr. Bonds-Coupons due 8/1/31 7.8.75
Jul 28. Utilities Power & Lt Co., Coupons due 8-1-31 50.00
Aug 29. Kiskiminetas Water Co. Bond-Coupons due 9-1-31 25.00
oct 19. Utilities Power & Lt Corp. refund Penna 4 M. Tax on Bds 7.6.0
1932
Jan 19 Co. Natl B. of Clfd. Int on avg daily Bal 1.60
Jan 28. Clfd Boro Impr. Bonds Coupons due 2-1-32 7.8.75
Jan 28. Utilities Power & Light Corp. Coupons due 2-1-32 50.00
Mar 2. Kiskiminetas Water Co. Bond-Coupon due 3/1-32 25.00
June 14. Co. Natl Bank of Clfd. Int on average D. Bal 1.06
Jul. 26. Clfd Boro. Impr. Bonds-Coupons due 8/1/32 7.8.75
Jul. 26. Utilities Power & Light Corp. Coupons due 8/1/32 50.00
Aug 30. Kiskiminetas Water Co. Bond Coupon due 9/1/32 25.00
Dec 24. Co. Natl Bank of Clfd. Int on avg. daily Bal 1.25
1933
Jan 30. Clfd. Boro Impr. Bonds-Coupons due 2/1/33 7.8.75
Jan 30. Utilities Power & Light Corp. Coupons due 2/1/33 50.00
Mar 1. Kiskiminetas Water Co. Bond-Coupon due 3/1/33 25.00
Aug 2. Clfd. Boro. Impr. Bonds-Coupon due 8/1/33 7.8.75
Aug 2 Utilities Power & Light Corp. Coupons due 8/1/33 50.00
Sep 5. Clearfield Trust Co-Int due 9/1/33 on Kiskiminetas W. Co Bd 25.00
1934 on Bond
Jan 8. Utilities Power & Light Corp. refund Penna 4 Mill tax 1.90
Jan 30. Clfd Boro. Impr. Bonds-Coupons due 2/1/34 7.8.75
Jan 30. Utilities Power & Light Corp. - Coupons due 2/1/34 50.00
Mar 8. Clfd Trust Co-Int due 3/1/34 on Kiskiminetas W. Co Bd 25.00
1934
Aug 4. Clfd Boro Impr. Bonds Coupons due 8/1/34 7.8.75
Aug 4 Utilities Power & Light Corp. Coupons due 8/1/34 50.00
Sep 27. Clfd Trust Co-Int due 9/1/34 on
Kiskiminetas Water Co. Bond 25.00
1935 tax on bond
Jan 25. Utilities Power & Light Corp. refund Pa 4 Mill 1.52
Feb 15. Clearfield Boro. Impr. Bonds-Coupon due 2/1/35 7.8.75
Feb 15. Utilities Power & Light Corp. Coupons due 2/1/35 50.00
Mar. 6. Kiskiminetas Water Co. Bond-Coupon due 3/1/35 25.00
Jul. 31. Clfd Boro. Impr. Bonds-Coupon due 8/1/35 7.8.75
Jul 31. Utilities Power & Light Corp. Coupons due 8/1/35 50.00
1936
Mar 4. Clfd Trust Co-Int due 3/2/36 on
Kiskiminetas Water Company Bond 25.00
$ 3.555.48

September Term 1936

C.R. Kramer Jas. H. Thompson Herbert P. Sorg	Stafford Joseph Friday Dora De Salve Sam Stamerro and L. W. Thomas	June 5, 1936 Bill for Partition 1 Copy Cert to Sff That Phebe R. Tyler, of Tyler Clearfield County, Pa by her last will and testament, duly probated and on record in Clearfield County, in the twentieth Par, of said will devised an undivided three fourths interest in certain real estate, less mineral and mining rights, unto the Union Banking + Trust Company of Du Bois, Pa., in trust, for the uses and purposes as more fully set forth in the said paragraph, with power of sale on such terms and conditions as the said trustee deemed wise and expedient. And in accordance with the said power said trustee did on April 9, 1936, enter into a Contract to sell the said lands to Stafford Joseph Friday of Force, Pa. a down payment was made and the deed was to be held in escrow subject to partition proceeding of the said land, Dora De Salve, Sam Stamerro and L. W. Thomas have duly purchased from the Union Banking + Trust Company, under the power of sale as recited above, respectively the three acre tract, one acre tract and several small parcels described herein, That Phebe R. Tyler held an undivided three fourth interest in the lands which are the subject of there proceedings, lying partly in Huston Township Clearfield County and partly in Jay Township Elk County, the Homestead and larger part of the said estate in value being, however, situated in Clearfield County. The other undivided one-fourth interest in the lands formerly were held by Frank Sullivan Smith in trust in favor of Thomas H. Hubbard, and eventually became vested in the Shawmut Realty Corporation by deed of Clara A. H. Smith, Widow and sole heir and executrix of Frank Sullivan Smith, then deceased, dated Jan. 11, 1922 and recorded at Clearfield Pa. in Deed Book, Vol 259 at Page 142; the mineral rights therein having been disposed of otherwise There are no Mortgages or Judgments entered of record against the Shawmut Realty Corporation in either Elk or Clearfield Counties Relief prayed for:- That defendant make answer to this bill. That partition of said real estate herein fully described may be decreed between your orator and the defendant that the case be referred to a Master to ascertain the interests of those entitled in said property, To partition and divide the same among them according to such interest, and to execute and deliver, or cause to be executed and delivered such deeds and assurances as may be necessary to effectuate such partition; and in case such partition cannot be made, then to value and appraise the same as a Whole or in portions as to the Master may seem best, and if the same be then
June 5 Sheriff, Searcy + Coppolo A. + C.	+ Shawmut Realty Corporation	
Pro by Atty H.P. Sorg 2.50 " Copy Order 1.00 Sec. .50 Sff 4.50		

refused by the parties in interest at such Valuation, or higher price, if more than one desires the same, to expose the same to public sale, in such manner and on such terms as the Court may direct, and if the same be sold, to divide the proceeds among those interested as he shall find them to be severally entitled.

Such other and further relief as they may be entitled to in the premises.

Clarence R. Kramer, Herbert P. Sorg, Jas N. Thompson Solicitors for Complainant

June 6 1936 Petition for Order of service of Bill out of the Jurisdiction

Order:- And Now, to wit; June 6 1936 the Court, on Considering the foregoing petition, on Motion of Jas. N. Thompson Herbert P. Sorg and Clarence R. Kramer Attys for Petitioners does grant the prayer thereof and does order and decree that a copy of the printed Bill in Equity filed, in re: Stafford Joseph Friday, Dora De Salve, Sam Stamerro and L. K. Thomas, be served on the Shawmut Realty Corporation, the defendant therein named at its principal Office in St. Marys, Elk County Pa. and do further order and Direct that the Shawmut Realty Corporation be required within fifteen days after service of said bill in Equity upon them, to cause an appearance to be entered for it in the within named Court and further that the Shawmut Realty Corporation file and answer within thirty days after service hereof upon it, and to observe what the Court shall direct. Should it fail to enter an appearance within fifteen days or to file its answer within thirty days, the bill may be taken pro confesso and a decree entered against it in its absence

And further order and direct that a copy of this order authorizing such service upon the Shawmut Realty Corporation be served upon the Shawmut Realty Corporation at the same time as a printed copy of the Bill in Equity is served as required by Rule 27 of the Equity Rules, and in accordance with Section 1 of the Act of April 6 1859. P. L. 387. By the Court.

W Wallace Smith P J

June 29 - 1936 Arnold, Knezys & Coppola & Arnold & Coyle enter appearance for the defendant.

June 11 1936 I hereby deputize Sheriff of Elk County to serve within Bill for Partition and Order of Court. C. V. Armbruster Shff

Now June 23 1936 Served Bill of Partition on one Peter B. Mc Bride, Officer of the Company of the Shawmut Realty Corporation a true copy and leaving same with him personally. So ans B. D. Valentine, Shff Elk County.

September Term 1936

L.D.McCall	Alice G. Hobson	June 22. 1936 Bill in Equity.
		11 Copies Certified to Atty;
		Wherein, your Complainant prays:-
June 22	5	1. That the said Deft. Charles Ira Lott, may
	Charles I. Lott,	upon his oath, to the best and utmost of his
	also known as	knowledge, remembrance, information and belief full
	Charles Ira Lott,	true and perfect answers make to all and singular
	individually, and	the premises, and that as fully and particularly as
	Fred J. Brown,	he shall where specially interrogated; and more
	H. B. Mitchell +	particularly that he may answer and say:
	N. J. Crawford,	Whether the said Deft, Charles Ira Lott, has had
	Trustees for the said	issued to him any letters patent for new and
	Charles I. Lott,	useful inventions granted or secured under the
	also known as	laws of the United States other than those set
	Charles Ira Lott,	forth in this Bill;
		Whether or not he has applied for any patents
Pro	2.50	upon new and useful inventions to the Patent
11 Cert Copies	2.50	Office of the United States of America; whether
" Rule	1.50	or not such applications for patents are now
" Sum	50	pending, and the numbers and descriptions of
"	50	the same;
	CR-483	Whether the said defendant, Charles Ira Lott,
E.A. Hoover-By atty 12/13/40	5.00	has at any time assigned, transferred, or delivered
Pro	50	to any person in trust for him any money,
"	50	property, real or personal, rights, and patents
	By Atty 12-13-40 CR-484	granted or acquired under the laws of the
James I. Thompson, Const	2.50	United States of America; if so, Where, and particularly
Pro	2.00	What Credits, property, rights, demands, monies
"	.50	interests, assets, or interests in patents, and by
"	.50	Whom are the same or the proceeds thereof now held.
"	1.00	B. That the said Fred J. Brown, H. B. Mitchell and
"	1.00	N. J. Crawford, as Trustees in possession of the
2-9-37 St to atty	21.00	patents, patent rights transfered to them by the
Pro	1.00	said Charles Ira Lott, and described in this Bill,
Pro	1.00	be ordered to execute such instruments in writing
Recvis Acct 12/2/40	" 1.00	as may be required by the law to cause the
" Pet 12/2/40	" .50	vesting of all the right, title, interest, claim
12/2/40	Frances Fuglet, Recvt 200.00	and demand of the said Charles Ira Lott in
Pet for fees 12/2/40	Pro .50	and to the patents and patent rights in new
Motion 12/2/40	Pro .50	and useful inventions issued under the laws of
	L.D. McCall 58.10	the United States of America to the said
	283.60	Charles Ira Lott and assigned to them, the said
St to atty 12-4-40	Pro. Decg 2.50	Fred J. Brown, H. B. Mitchell and N. J. Crawford which
		have been described in this Bill, into a Receiver of
		this Court who may hereafter be appointed for the
		purpose of carrying into effect the lawful orders
Dec. 13, 1940, Recd of Atty costs as		of this Court with respect thereto.
follows: E.A. Hoover * 5.00; Jas. Thompson * 2.50;		That the assignments of the certain patents
Pro * 20.50, being * 28.00 in all.		described in this Bill by Charles Ira Lott
J. Harold McFadden, Pro		be declared fraudulent and void as against
		the Plff herein.
		That a decree be entered herein in favor of
		Alice G. Hobson and against the said Charles
		Ira Lott and against the patents and patent
		rights of the said Charles Ira Lott described

in the foregoing Bill in the sum of Nine Thousand Nine Hundred Thirty-two and 15/100 ($9,932.15) together with interest thereon from the 26th day of Nov A.D. 1935.

For such other and further relief as to this Honorable Court may seem proper. Alice G Hobson, by L. D. McCall, Her attorney-in-fact.

June 22 1936 Petition for Special Injunction.

June 22 1936 Rule granted to show cause why injunction under Rule 40 should not be granted as prayed for. Ret Monday June 29 1936 at 10:00 A.M. personal service of the Rule to be made on such defendants as are within the jurisdiction. W. Wallace Smith P.J.

June 22 1936 Rule Issued to L. D. McCall, Atty for Complainant

June 23 1936 Served one of the defts Fred J. Brown, as Trustee for Charles Dra Lott, personally at No. 3 West Long Ave in the City of DuBois, Clearfield Co. Pa. a certified copy of the Bill filed in this case, with notice to appear within 15 days from service hereof, and to answer within 30 days after service hereof.

Also at the same time, served a copy of the Petition for a Special Injunction filed in above matter on June 22 1936 together with a copy of the Order of Court granting a Rule to show Cause. Ret Monday 29 1936 upon Fred J Brown, Trustee for Charles Dra Lott. So answers. L. D. McCall, Atty.

June 24 1936 Petition for service on Non-resident defendants

And Now, June 24 1936 On Motion of L. D. McCall Atty for Pltff. It is ordered and decreed that personal service of the Bill of Complaint and of this order and of the rule to show cause issued in this case under date of June 22 1936 and Returnable June 29 1936 be made upon the said defts H. B. Mitchell and W. J. Crawford as Trustees, wherever they may be found and that within fifteen days after such service upon them they cause their appearance to be entered and plead or answer to such Bill, and that this order shall be returnable sec. leg within five days after such service upon them. By the Court, W. Wallace Smith P.J.

June 29, 1936, Affidavit of service filed

July 2. 1936 Decree of Court filed.

And Now June 29. 1936 upon hearing had in this cause this day, it appearing to the Court that it is necessary to preserve that status quo of the patents and patent rights of the said defendants as described in the Bill in Equity filed in this case, and the Petition in which it was prayed that a special injunction be granted to prevent the assignment, licensing or encumbering of said patents and patent rights beyond the jurisdiction of this Court, on Motion of L. D. McCall, Atty for Alice G. Hobson, It is Ordered and Decreed: That Fred J Brown, W. J Crawford and H. B. Mitchell, in their trust capacity as set forth in the Bill in Equity filed in the above matter, be and they hereby are specially enjoined and restrained from assigning, licensing or encumbering the rights held by them in certain patents issued by the United States of America now registered in their names, as follows, to-wit

Roller Forming Machine Patent Serial No. 715,209 — dated ____ day of ____ 19.
Bearing Lapping Machine Patent Serial No. 699,081 — dated ____ day of ____ 19.
Conical Roller Grinding Machine Patent Serial No. 699,082 dated ____ day of ____ 19.
Barrel Shape Grinding Machine Patent Serial No. 699,442 dated ____ day of ____ 19.
Roller Bearing Patent, Patent No. 1,995,571 — dated 26th day of March, 1935.
Roller Angle Grinding Machine, Patent No. 1,843,614 — dated 2nd day of Feb., 1932.
Roller Bearing Assembling Machine, Patent No. 1,533,746 — dated 14th day of April, 1925.
until such other and further order as this Court may make with reference thereto. By the Court W. Wallace Smith P.J.

July 6. 1936 Testimony taken at Hearing June 29 1936 filed

Sept 19-1936 — Affidavit of Service of Bill on Chas Dra Lott on Sept 14-1936 at 9.45 P.M. personally by copy in City of DuBois by C. A. Hoover.

Oct 29 1936 Motion for Judgt pro Confesso. Oct 29 1936 L. D. McCall, Atty for Pltff. Enters an Order that the Bill be taken pro Confesso for

September Term 1936

L. D. McCall

James M. Morris + Leona McKee Morris, his wife, in the right of the said James M. Morris; Bernard M. Morris + Virginia Johnston Morris his wife, in the right of Bernard M. Morris; Paul R. Morris + Florence Nelson Morris his wife, in the right of Paul R. Morris; Hazel Morris Hess + Frank A. Hess her husband, in the right of Hazel Morris Hess; + James P. Morris

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July 6. 1936 Bill in Equity for Partition

Wherein Your Orators pray:-

That the said Helen F. Borger and Emory E. Borger in this Bill shall appear and make answer touching the several matters and things herein recited;

That partition of the said real estate described in the First Paragraph of this Bill be decreed by your honorable Court to be made to and between the several parties entitled thereto agreeably to their respective interests and estates therein as hereinbefore set forth, and that thereafter the case be referred to a Master to divide and partition the said real estate into purparts and to value the same etc., and to award and allot the said purparts to and among the parties entitled, together with the sums to be charged thereon, and to make report thereon; and in case such partition cannot be had without prejudice to or spoiling the whole, then to value and appraise the said real estate and offer the same to each of the said parties in interest at such valuation, etc.; and to make report thereon, and generally to perform such duties as are prescribed by the Acts of the General Assembly of the Commonwealth of Pennsylvania in such case made and provided.

That your Honorable Court may make such orders and decree, both interlocutory and final, in the premises as to your Honorable Court shall seem meet, for a just and equal division and partition of said real estate, and for the holding and enjoyment of the said shares and purports by the said parties in interest respectively in severalty and for the execution and delivery of such deed or deeds of conveyance and for the issuance of such instruments in writing as your Honorable Court shall deem proper and necessary in the premises.

For such other and further relief in the premises as the nature of the case may require and to your Honor shall seem meet

L. D. McCall.

Solicitor for Plaintiffs

Arnold + Chaplin

Helen F. Borger + Emory E. Borger, her husband, in the right of Helen F. Borger

Defendants

Pro 2.50
P.A. Hoover 1.70
Pro 50
" 2.00

12-13-36 Paid Mc and Atty

July 6. 1936 served personally upon Helen F. Borger and Emory E. Borger three certified Copies of Bill in Equity in above case with notices to appear within fifteen days of service, and file answer within thirty days after the service thereof and making known unto them the contents thereof.

Aug 3. 1936 Arnold + Chaplin Attys entr their appearance for Helen F Borger and Emory C Borger defts

Dec 12. 1936 By paper filed the above case is directed to be marked settled + discontinued of Record. L. D. McCall Atty

Cont'd from Page 213

County Natl Bank at Clfd -vs- Mary E. Devling -# 3 Sept Term 1936

Jan. 26, 1937.

First and Final Account of Successor Trustee for Mary E. Devling under Trust Agreement dated April 7, 1923 and known as Trust #2. County Natl Bank at Clearfield, Successor Trustee under Agreement dated Feb. 26, 1935.

Principal Account:

The Accountant charges itself;

1935
Sept. 17 Received from Joshua L. Foster, Recvr of the Co. Natl Bank of Clearfield, Former Trustee, the following Assets:

Bonds:

$2,000 Catolltown Coal Co. 5% Bonds due 11/1/42 appr. at mkt. val. this date $2.00

$3,500 Clfd. Boro. Impr. 4½ Bonds due 8/1/35 appr. at mkt. val. this date $3500.00

$2,000 Utility Power & Light Corp. 5% Bonds due 3/1/59 appraised at market value this date 990.00

$1,000 Winburne Water Co. 5% Bonds due 3/1/43 appraised at market value this date 750.00 $5,242.00

Conversion of Assets:

1936
Feb. 1 $3500 Clfd. Boro. Impr. 4½ Bonds due 8/1/55

Appraised Value 3500.00
Called at par 3/1/36 3500.00 000.00

Dec. 17 Henry Murray et al Mtge purchased 3/6/36 from proceeds of Clfd. Boro. Bonds

Amount of Mtge 3500.00
Amount received 3500.00 000.00

5,242.00

The Accountant Credits Itself:

1937
Jan. 12 County Natl Bank at Clfd. - Comm. 209.68
Jan. 12 Frank S. Smith, Attys. fees 50.00
Jan. 12 W. R. Gallagher, Prothonotary filing acct., release & discharge 15.00
274.68

Jan. 12 To Balance - Delivered to Mrs. Minnie B. Peale as per Trust Agreement 4,967.32

5,242.00

Income Account

The Accountant Charges Itself:

1935
Sept. 17 Int. due 9/2/35 on Winburne Water Co. Bonds 25.00

1936
Feb. 1 Cpns due 2/1/36 on Clfd. Boro. Impr. 4½'s 78.75
Feb. 1 Cpns due 2/1/36 on $2000 Utilities Power and Light Corp. 5% Bonds 50.00
Apr. 23 Henry Murray et al - int. on mtge to 3/31/36 12.64
May 13 Henry Murray et al - int. on mtge to 5/1/36 14.55
Jun. 15 Recd. from J. L. Foster, Recvr. Co. Natl Bank of Clfd, Former Trustee - income cash as per First & Final Account 138.98
Recd. since filing Acct. 3.50 142.48

Jun. 19 Henry Murray, et al - int. on mtge to 6/1/36 14.51
Jul. 23 Henry Murray, et al - int. on mtge to 7/1/36 14.48
Aug. 1 Cpns due 8/1/36 on $2000 Utilities Power & Light Corp. 5% Bonds 50.00
Aug. 31 Henry Murray et al - int. on mtge to 8/1/36 14.44
Sep. 2 Clfd. Trust Co. - int. on $1000 Winburne Water Co. 5% Bonds 25.00
Sep. 21 Henry Murray et al - int. on mtge to 9/1/36 14.40
Oct. 21 Henry Murray et al - int. on mtge to 10/1/36 14.37
Nov. 14 Refund of Pa. 4 mill Personal Property tax on Utilities Power & Light Corp. Bonds 4.64
Nov. 18 Henry Murray et al - int. on mtge to 11/1/36 14.33
Dec. 17 Henry Murray, et al - int. on mtge to 12/1/36 14.29
Dec. 17 Accrued int. from 12/1/36 to 12/17/36 on Murray Mtge. sold 8.07

511.95

The Accountant Credits itself:

1936
Feb. 10 Co. Natl Bank at Clfd. - 5% Comm. on income to date 7.69
Feb. 10 Mary E. Devling - net income to date 146.06
Jun. 9 Reserve Acct. for taxes - Pa. Personal taxes
4 Mill Tax 4.64
1 Mill Tax 1.79 6.43
Jul. 2 Liveright & Smith, Attys. - ½ of $75.00 for petition, etc. re: transfer of assets from Recvr of Co. Natl Bank of Clfd to Co. Natl Bank at Clfd. 5/16/36 37.50
Jul. 20 Mary E. Devling - net income to date 131.04
Jul. 20 Co. Natl Bank at Clfd - 5% Com. on income to date 9.21
Oct. 7 Sam. D. Foster, Recorder - recording assign. of mtge. of Henry Murray et al from Co. Natl Bank at Clfd. to Co. Natl Bank at Clfd. Trustee for Mary E. Devling 1.75
Nov. 9 L. N. Rougeux - notary fee 1.00
1937
Jan. 12 Co. Natl Bank at Clfd. - 5% com. on income 8.70
Jan. 12 Personal Property Tax return for 1937 as of 12/31/36 on $2000 Utilities Power & Light 5% Bond due 2/1/59 0.65
$1300.00 State Tax 5.20
Co. Tax - less 5% 4.94 10.14

359.52

Total Del. to Mrs. Minnie B. Peale as per Trust Agreement 152.43

511.95

Summary:

Principal Account Debits	5,242.00	
Principal Account Credits	274.68	4,967.32
Income Account Debits	511.95	
Income Account Credits	359.52	152.43
		5,119.75

Item in Hands of Trustee Making Up Income Cash Balance of $152.43

Cash 152.43

Continued on Page 274

September Term 1936

Arnold + Chaplin	Alta M. Ferguson + W. Mahaffey Ferguson		July 27. 1936 Bill In Equity Security Building and Loan Association is a Corporation of Penna of the Borough of Clearfield and is engaged in a Building and Loan Association business: the Plaintiffs are also residents of Borough of Clearfield
July 27	7		
Bell + Silberblatt	Security Building and Loan Association		That on or about Jan 23. 1930 the Peffs were the owners of a piece of Real Estate in the Borough of Clearfield and on or about said date borrowed from the Deft the sum of $5000 secured by a Mortgage given by the Peffs to the Defts in the sum of $5000.00 to secure a real debt of $5000.00, said Mortgage was payable in installments, according to the tenor thereof, and is recorded in the office of the Recorder of Deeds of Clearfield County.
Bro By atty		2.50	
"		.50	
"		.50	
"		.50	
"		.50	
"		.50	
			The Peffs assigned to the Deft two policies of life insurance in the Equitable Life Assurance Society of New York as Collateral security for the repayment of the aforesaid loan. The form of said assignment was in what is Commonly called an absolute assignment, but the policies were actually assigned as Collateral security as aforesaid
			The Deft has the two said policies, as well as the assignment, and the Peffs do not have copies of the same the Defts are hereby required to set forth the originals or true Copies of said policies and assignments in their answer filed to this Bill in Equity
			That on or about Nov 26. 1934. Deft declared that there was ~~unpaid on said~~ loan the sum of $5341.50 though said Calculation included fines of $175.25 and premiums of $170.00 and also declared that it would accept $4694.89 par or face value of bonds of the Home Owners Loan Corp and Cash in full settlement of its Claim against Defts Peffs. Said agreement to accept $4694.89 in full settlement was made by Deft in writing to the Home Owners Loan Corp. on Nov 26. 1934
			That in reliance upon the declaration of Deft to settle said Claim for the sum of $4694.89 Peffs executed and delivered to H. O. L. Corp Bond and Mortgage as a result of which Deft received $4694.89 H. O. L. Corp Bonds and Cash. Which was received by Deft
			Peffs have requested the reassignment to them of said policies of Insurance + Deft has refused so to do. and has stated its purpose to surrender its policies to the Insurer for the Case surrender Value of said policies
			Peffs pray that Deft be enjoined and restrained from surrendering said policies and that a mandatory Injunction issue upon the Deft requiring it to reassign each of said policies to the Peffs.
			Arnold + Chaplin Attys for Peffs

Nov July 27 1936 Service accepted by Copy. Bell and Silberblatt Attys for Security B & L Assoc,
July 31 1936 Bell and Silberblatt Attys enter their appearance for Security B & L Assoc.
July 31 1936 Defts answer filed. July 31. 1936 Service accepted. Arnold & Chaplin Deft atty
Oct 28. 1936 Amendment to Reffs Bill ~~filed~~. Oct 27. 1936 Amendment
allowed Allowed and filed. By the Court. W. Wallace Smith P.J.
Nov Oct 27. 1936 Service accepted by Copy. Bell & Silberblatt. Atty for defts
Nov 12, 1936 Answer to Amendment to Plaintiffs Bill, filed by Bell & Silberblatt
Nov Nov 12, 1936 service accepted & copy, Arnold & Chaplin Attys for Plff
Jan 6. 1937 Reffs Request for Findings of Fact and Conclusions of Law filed by Arnold & Chaplin
Jan 6 1937 Defts Findings of Fact and Conclusions of Law filed by Bell & Silberblatt atty
Jan 6 1937 Adjudication and Decree filed.

Decree. And Now Jan 6. 1937. upon Consideration of the foregoing case, and in accordance with adjudication filed herewith It is ordered, adjudged and decreed as follows
1. That W. Mahaffey Ferguson is the owner of the two policies of life insurance issued by the Equitable Life Assurance Society of America, free and discharged of any pledge or claim for which the same have been held by the defendant.
2. That the defendant be and is hereby enjoined and restrained from surrendering said policies to said Insurance Company for cancellation and collection of the cash surrender value thereof.
3. That the defendant be and it is hereby required to re-assign the said policies to W. Mahaffey Ferguson and to deliver the same to him, and to take any other action which may be necessary or proper to transfer to the said W. Mahaffey Ferguson all rights therein heretofore held by the defendant.
4. That the defendant pay the costs of this proceeding.
5. That this Decree be entered Ni si, notice given to the parties as provided by Equity Rule 68. and if no exceptions be taken as provided by Rule 69. then the same shall be entered as a final decree by the Prothonotary in accordance with Rule 70. By the Court
W. Wallace Smith. P.J.

Jan 6. 1937 Decree Ni si entered
W. R. Gallagher Pro.
Jan 8 1937 Notice of decree ni si given to Counsel of record
Jan 21. 1937 Testimony Lodged
Jan 25. 1937 Notice of Taking Testimony filed
Jan 16. 1937 Final Decree Entered
W. R. Gallagher. Prothonotary
Jan 27. 1937 Notice of Entry of Final decree given to Counsel of Record

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September Term 1936

Arnold & Chaplin	Herbert Wright Nellie Nelson & Ruth Sanderson	August 4, 1936, Bill in Equity for Partition filed Wherein your Orators pray: That the said Russell Wright and John
Aug 4	8	Wright Bartram in this Bill shall appear and make answer touching the several matters and things hereinbefore recited
J. Scallin	Russell Wright & John Wright Bartram	That partition of the said real estate described in the first paragraph of this Bill be decreed by your Honorable Court
		to be made to and between the several parties
	Pro By Atty C.K. 1695 2.50	entitled hereto, agreeably to their respective
	" .50	interests and estates therein as hereinbefore
	Pffs atty. Diff Bel. C.K. 1695 3.17	set forth, and that thereafter the case be
	Prw 1.00	referred to a Master to divide and
	" 1.00	partition the said real estate into
	" .50	purparts and to value the same, etc., and
	" .50	to award and allot the said purparts
	" .50	to and among the parties entitled, together
	Frank Hensel C.K. 1696 1.20	with the sums to be charged thereon,
	Pro 1.00	and to make report thereon, and in case
	" Ret Sale 5.00	such partition cannot be had without
	" 1.00	prejudice to or spoiling the whole, then
	17.87	to value and appraise the said real
	Cost of Sale 128.02	estate and affix the same to each of the
		said parties in interest at such valuation, etc
June 8 1937 Recd of John J. Reutz		and to make report thereon, and generally
Costs:- A+C. Attys 5.67, Frank Hensel		to perform such duties as are prescribed
1.20; Pro 11.00 Total $17.87		by the Acts of the General Assembly of the
W. R. Gallagher Pro		Commonwealth of Pennsylvania in such
Oct 25. 1937 Recd of John J. Reutz Master		case made and provided
$5.00 Costs bal due Prothy		That your Honorable Court may make
W. R. Gallagher Pro		such orders and decrees, both interlocutory
		and final in the premises as to your
		Honorable Court shall seem meet, for the
		just and equal division and partition of
		said real estate, and for the holding and
		enjoyment of the said shares and purparts
		by the said parties in interest respectively
		in severalty and for the execution and
		delivery of such deed or deeds of conveyance
		and to the issuance of such instruments
		in writing as your Honorable Court shall
		deem proper and necessary in the premises.
		For such other and further relief in
		the premises as the nature of the case
		may require and to your Hon. shall
		seem meet.
		And your Orators will ever pray.
		Arnold & Chaplin, Solicitors for Pffs.
		Aug 31. 1936 Service of Bill in Equity accepted
		and join in the prayer of said Bill for Partition
		Russell Wright
		Mar. 30. 1937 Motion & Order
		And Now March 30. 1937 on Motion of John J. Reutz, Esq Master
		Rule is granted on the said Herbert Wright, Nellie Nelson
		Ruth Sanderson, Pffs and Russell Wright and

Sept 23 1936 Petition and Order of Court for service of Bill in Equity by Arnold & Chaplin
Now Sept 21 1936. It is ordered and Decreed that service be made on the said John Wright Bartram of the certified copy of the Bill in Equity filed in this case, said service to be made in the County of Belmont State of Ohio by the Sheriff of said County or some person deputized by him: and that the said John Wright Bartram be required to enter a written appearance to the term and number stated therein, 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 can be served upon him the said John Wright Bartram and also within thirty (30) days after such service requiring the said John Wright Bartram to make a full and complete answer under oath to each and every averment of the Bill in Equity, and that if he fail in either respect that the Bill may be taken pro confesso and a decree made against him the said John Wright Bartram in his absence. By the Court. A. A. Nelson. P.J. Orphans Court, Cambria County, Specially Presiding

Sept 26 1936 Served Bill in Equity upon John Wright Bartram, Bellaire, Ohio. personally in case of Herbert Wright et al vs Russell Wright Bartram, also served a true and correct copy of Decree of Court upon John Wright Bartram, Bellaire Ohio personally. So ans. Earle J. Hunkle, Dep. Sheriff of Belmont County, Ohio

Oct 5 - 1936. John Scallen Esq enters appearance for John Wright Bartram

Dec 14. 1936 Motion for Judgment Pro Confesso filed and Entered by Arnold Chaplin, attys for Peffs for want of an appearance and answer by Russell Wright and John Wright Bartram, Defts.

Judgment Pro Confesso Against Defendants

Now. Jan. 18. 1937. On Motion of Arnold and Chaplin Attys for Peffs. It is Ordered and Decreed as follows:

That a partition be made of the Real Estate, Hereditaments and premises described in the Bill situate in the Township of Bigler, County of Clearfield and State of Pennsylvania among the Plaintiffs and Defendants, and it is further ordered and decreed that the same be referred to John J. Pentz, Esq., as Master in Partition, to Value the said Real Estate and divide and make partition thereof unto shares and purparts according to the shares and interests of the respective parties thereto, if the same can be divided without prejudice to the interests of the said parties respectively, or without prejudice to or spoiling of the whole of the said estate, and to ascertain the sum or sums which shall be Charged or paid thereon for owelty, or which shall be paid or secured to the parties to whom no purpart may be allotted in the manner now authorized by Law under writs of partition at Common Law.

And if the Master shall find that such partition and division can be made either of the whole of the said real Estate or of any part thereof, then upon such Valuation and partition to award and allot the said purparts to and among the parties severally and respectively entitles thereto, together with the sums so charged thereon and payable as and for owelty of partition.

And if the premises cannot be conveniently divided and parted into as many purparts as there are parties entitled, to award and allot the amount or sum to be paid or secured to them respectively, and the times when such payments shall be made and the purparts out of which the same shall be payable. And if the Master shall find that the said real Estate cannot be divided without prejudice to or spoiling the whole, then to Value the same; and if the parties shall refuse to take the same

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September Term 1936

Arnold + Chaplin	North American Refractories Company a Corporation	Aug 26 1936 Peffs Bill in Equity Interpleader Proceeding Your Orator Complains and says:- The plaintiff is a Corporation organized and existing under the laws of the State of Delaware registered in Pennsylvania The Crescent Refractories Company was a Corporation of the State of Pennsylvania, having its principal Office in the County of Clearfield and by merger became North American Refractories Company That Mike Cassidy was a resident of Pike Twp. Clearfield Co. Pa. and together with his wife did on or about Apr. 12. 1920. make, execute and deliver a certain agreement with Crescent Refractories Company, commonly called a mineral Lease, That in inspection of said agreement shows that it granted the right to Crescent Refractories Company to remove all the hard and soft fire clay in a tract of land therein described containing 53 Acres and 22 per and allowances. That all royalties under the agreement were and have been paid by Crescent Refractories Co. or its successor. North American Ref. Co. to Mike Cassidy during his lifetime, That subsequent to the death of Mike Cassidy all of said royalties were paid to Cecelia Cassidy admrx of said estate except such royalties as accrued subsequent to May 23, 1936. That on June 1. 1936 Minimum royalty was payable under said agreement or lease in the amount of $71.25 being a quarterly instalment thereof which was offered to be paid, but the right of any person to receive the same was disputed by and among the defendants herein as hereinbefore stated. Your petitioner therefore, needs Equitable relief and prays:- That an interpleader be awarded requiring the Defendants both individually and in their various capacities to interplead in order that it may be determined to whom said accrued and future royalties shall be paid. That pending said determination the payment of minimum royalties of $71.25 accruing as of of June 1. 1936 and all future royalties accruing under said lease be paid into Court, and that upon the Peffs paying all royalties due under said lease into Court, pending said determination, the Peffs be discharged from the royalty liability thus paid into Court, That the Peffs be awarded the Costs of this proceeding. Such other and Equitable relief as to which the Peffs may be entitled. Arnold + Chaplin Attys for Peffs.
C.K. Kramer	Cecelia A. Cassidy, Dora Livergood Mae Hagarty, Sarah Bennett, Albert Cassidy Charles Cassidy Emma Kingert Edna Young + Lewis Cassidy being the surviving spouse and heirs of Mike Cassidy, Decd. Cecelia A. Cassidy, Admrx. of the Estate of Mike Cassidy, and Frank Bennett Sarah Bennett, his wife	
		C/S 2712
Prs Pd		2.50
"		.50
"		.50
6/27/37		1.00
"		.50
"		.50
"		.50
		.50
		.50
Prs		3.50
Pro		1.00
		12.00
Oct 27 1939 Credited to costs in above case R + C. Peff atty 2.50 Prothy 9.50 Total 12.00	W. P. Gallagher Pro	

Now. Aug 27. 1936 served on me by three copies. Clarence R. Kramer Atty for Frank Bennett, Sarah E. Bennett, Dora Livergood. Albert Cassidy Charles Cassidy.

Sept 23. 1936 Petition and Order of Court for service by Arnold & Chaplin atty for Defts

And Now Sept 21, 1936, Petition of North American Ref. Company et appearing that same is Verified by affidavit of petitioner, averring that said action in Equity is what is Commonly called an Interpleader, as to lands, royalties and yields from certain real estate located in the County of Clearfield and that Mrs Mae Hagerty Mrs Emma Knigert and Mrs Edna Young are residents of the County of Philadelphia, and the principle Defts are residents of the County of Clearfield and are being served with said Bill in Equity.

It is ordered and decreed that service be made on the said Mrs Mae Hagerty, Mrs Emma Knigert, and Mrs Edna Young of certified copies of the Bill in Equity filed in this case service to be made in the County of Philadelphia Pa. by the Sheriff of said County of Philadelphia, or some person deputized by him. and that Mrs Mae Hagarty, Mrs Emma Knigert and Mrs Edna Young be each required to enter a written appearance to the term and Number stated in the office of the Prothonotary of the Court of Common Pleas of Clearfield County Pa. specifying therein a person or place within said County where papers, processes and notices can be served upon the said Mrs Mae Hagarty, Mrs Emma Knigert and Mrs Edna Young and each of them; and also that within thirty days after such service requiring the said Mrs Mae Hagerty, Mrs Emma Knigert and Mrs Edna Young and each of them to make full and complete answers under oath to each and every averment in the Bill in Equity and if Mrs Mae Hagerty, Mrs Emma Knigert and Mrs Edna Young or either of them shall fail in that respect that the Bill may be taken pro confesso and a decree made against Mrs Mae Hagarty, Mrs Emma Knigert and Mrs Edna Young and each of them in their absence. By the Court. A. A. Nelson P.J. Orphans Court of Cambria County Specially Presiding

Dec 8, 1936, Answer of Dora Livergood, Sarah Bennett, Albert Cassidy, Charles Cassidy, and Frank Bennett and Sarah Bennett, his wife, Filed.

" "

Dec 8, 1936 Service accepted, Arnold & Chaplin,

April 8. 1937 Testimony Lodged on hearing before W. Wallace Smith. P.J. March 24. 1937.

April 15. 1937 Notice of Lodging Testimony filed

June 28. 1937 Requests for Findings of Fact filed and adopted By the Court, W. Wallace Smith P.J. Decree;- And Now June 26. 1937 this Case having been heard on the merits and after taking of testimony and argument, the Court does hereby make the following decree nisi.

It is ordered that the defendants, Cecelia A. Cassidy, Dora Livergood, Mae Hagarty, Sarah Bennett, Albert Cassidy, Charles Cassidy, Emma Cassidy, Edna Young, and Lewis Cassidy, being the surviving spouse and heirs of Mike Cassidy, deceased, Cecelia A. Cassidy, Administratrix of the Estate of Mike Cassidy, Frank Bennett and Sarah Bennett, his wife, are hereby ordered and directed to interplead to determine between and among themselves to whom all payments of royalty subsequent to June 1. 1936, whether minimum or tonnage, shall be paid, under the lease agreement Commonly called a lease given by Mike Cassidy, to the Crescent Refractories predecessor of plaintiff, the said parties to agree on the form of said issue within ten days or the Court will frame the same.

That North American Refractories Company pay into Court the sum of $71.25 royalties due to June 1. 1936, and all future royalties accruing under said lease or agreement pending the determination of said issue, and upon so doing the plaintiff to be discharged from the royalty liability thus paid into Court.

September Term 1936

Thompson & Litke	Joshua L. Foster, Receiver of the County National Bank of Clearfield Pa	Aug 26. 1936 Bill in Equity The Peff herein is Joshua L. Foster Receiver of the County National Bank of Clearfield Pa. The Defts are beneficiaries possessing either present or contingent and future interests in a trust created by Article of Agreement dated the 31st day of Dec. 1930 between James C. Davis et al and the County National Bank of Clearfield Pa and are proper and necessary parties to this action.
	10	
	The Salvation Army at Clearfield Pa C. A. Davis, Admr. of Estate of Margaret Moffett, and individually: James C. Davis: William S. Davis: Elizabeth Morrison: Cora M. Davis: Jennie Bickett: The First National Bank of Huntingdon Pa., Guardian for Harry Davis J. Irvin Davis William S. Davis Administrator of the Estate of John M. Davis: and the County National Bank at Clearfield Pa.	On or about the 8th day of April, 1935, your Complainant filed with your Honorable Court the first and final account of the County National Bank of Clearfield Pa., as trustee under the said Agreement which said account was confirmed nisi June 3, 1935 and absolutely on the 8th day of June, 1935. By Virtue of the suspension of business of the said County National Bank of Clearfield Pa it is no longer advisable that the said Bank of and/or Joshua L. Foster, Receiver thereof act as trustee in said estate but that the said trustee should be relieved of the duties of its appointment and discharged from all its duties liabilities and responsibilities and the assets of said Estate turned over to a successor trustee Your Peff is in need of equitable relief and prays your Honorable Court as follows To approve and confirm any proper expenditure made from the said trust since the date of the filing of the final account and any proper receipt of income of the same since said date To discharge the Peff from all the duties, liabilities and responsibilities of its said trust and to release any bond or other obligation filed to secure the faithful performance of such duties To appoint the County National Bank at Clearfield Pa. successor trustee in accordance with the terms of the Agreement among the parties entered into Mar. 2. 1935 and to authorize and direct the Peff upon approval and confirmation of its said administration and its discharge, to turn over all the monies and properties of the said trust to the said County National Bank at Clearfield, Pa. successor trustee. To make such further order as justice and Equity may require. Edw. J. Thompson Solicitor for Peff And Now, Aug 17. 1936 Service accepted of bill by copy R. D. Fulton, Cashier for County Nat'l Bank at Clearfield P. Swartzentruber, Mayor for Salvation Army at Clearfield
Pro. By Trust Dept 1-29-37	2 50	

Next Page

Aug 26 1936 Motion for extraterritorial Service.

And Now this 17th day of Aug. 1936 upon Consideration of the within Motion it is Ordered and Decreed that service of Bill in Equity in the above proceedings upon C. A. Davis, Admr. of the Estate of Margaret Moffett, and individually; James C. Davis; William S. Davis; Elizabeth Morrison; Cora M. Davis; Jennie Bickett; The First National Bank of Huntingdon Pa., Guardian for Harry Davis, Administrator of the Estate of Joshua M. Davis be made by mailing to each defendant at their last Known address a copy of said Bill in Equity, together with a copy of this Order of Court by United States Registered mail, with return card requested and that said return Cards be filed among the papers and proceedings in this Cause and shall act in lieu of personal service upon said defendants.

By the Court. H. Wallace Smith P J

Sept 1 1936 Return Receipts filed

Oct 5, 1936, Decree Entering Judgment and Order of Court filed.

Decree Entering Judgment:- Now, October 5, 1936, comes the plaintiff in this Bill by his counsel, Edward J. Thompson, and moves the Court for judgment pro confesso, it appearing of record that all parties in interest have been served with process in accordance with decree of court and no appearance having been entered by any of the said parties within 15 days thereafter. Edw J. Thompson

Order of Court:- And Now, Oct. 5, 1936, it appearing that service of process has been made in conformity with decree of court herein, upon all the parties in interest in the above matter and that all parties in interest in said estate have been represented in the said action, judgment pro confesso, has been entered against the said defendants and it is hereby ordered, adjudged and decreed as follows:

The County National Bank of Clearfield, Pa., and/or Joshua L. Foster, Receiver thereof, is hereby discharged from all the duties, liabilities and responsibilities of a certain trust created by trust indenture executed Dec. 31, 1930, between James C. Davis, et al and the County Natl Bank of Clearfield and any bond or other obligation posted to secure the faithful performance of any such duties, liabilities or responsibilities connected with the said trust, is hereby released.

The appointment of the County Natl Bank At Clearfield, Pa. as successor trustee was made by Article of Agreement, March 2, 1935, between the Salvation Army At Clearfield, William S. Davis, Admr of John M. Davis Est, Calvin Davis, James C. Davis, William S. Davis, Elizabeth Morrison, Cora M. Davis, Jennie Bickett and the County Natl Bank at Clearfield, Pa., is ratified and confirmed and the said County Natl Bank at Clearfield, Pa. is accordingly selected as successor trustee.

The final account of the administration of the said trust is hereby approved and confirmed absolutely and Joshua L. Foster, Receiver of the County Natl Bank of Clearfield, Pa. is authorized and directed to turn over to the successor trustee all monies and properties of the said estate in accordance with the terms of the said account, corrected and adjusted as per the terms of this order and judgment.

The receipt of additional income in the sum of $224.17 since the filing of the final account is approved and confirmed as well as the addition of $50.00 to the principal account of the said estate, together with additional expenditures in the sum of $14.04; and Joshua L. Foster, Receiver of the County Natl Bank of Clearfield, Pa. is authorized and directed to expend the further sum of $15.00 for attorneys' fees in connection with this order.

Upon turning over the assets of the said estate to the

Continued on Page 266

Cont'd from Page 151 — Co. Natl Bank of Clfd. vs E. M. S. McKee Est. #5 May T. 1935

Sept. 10, 1936, Inventory & Appraisement as of May 6, 1935, filed

Real Estate:

Property of Morris Mandel;
Mtge. held by J. L. Foster,
Recv. of Co. Natl Bank of Clearfield-
$24,000.00; deeded to Trustee — $ 9,100.00

Mortgages:

Rec'd for J. L. Foster, Recv. of
Co. Natl Bank of Clearfield:-
Wm. L. & Vera A. Hines — $ 2,000.00
Susie Burnett — 5,000.00
W. L. Straub, et ux — 5,635.72 — 12,635.72

Stocks:

5 Shares Blair Hotel Co.
Amt. as entered in First
& Final Acct. of Former
Trustee — $ 250.00
Less difference in
mkt. value as of 5/6/35 — 249.00 — 1.00

84 shrs. Anaconda Copper Mining Co.
Amt. as entered in 1st & Final
Acct. of Former Trustee — $ 3,132.00
Less difference in mkt.
value as of 5/6/35 — 1,977.00 — $ 1,155.00

30 shrs. Paramount Publix Corp.
Amt. as entered in 1st &
Final Acct. of former Trustee — $ 1,620.00
Less difference in mkt.
value as of 5/6/35 — 1,515.00 — 105.00

78 shares Texas Corp.
Amt. as entered in 1st &
Final Acct. former Trustee — $ 3,685.50
Less difference in mkt.
value as of 5/6/35 — 2,018.25 — 1,667.25

80 shrs. Timken Roller Bearing Co.
Amt. as entered in 1st &
Final Acct. former Trustee — $ 4,680.00
Less difference in mkt.
value as of 5/6/35 — 2,100.00 — 2,580.00

10 shrs. So. Rwy. Co. Pfd.
Amt. as entered in 1st &
Final Acct. of Former Trustee — 900.00
Less difference in mkt.
value as of 5/6/35 — 762.50 — 137.50

16 shrs. Consolidated Oil Corp.
Amt. as entered in 1st & Final Acct.
of Former Trustee — 464.00
Less diff. in mkt. value 5/6/35 — 338.00 — 126.00

19 shrs. Standard Oil Co. of N.J.
Amt. as entered in 1st & Final
Acct. of Former Trustee — 475.00
Plus diff. in mkt. value 5/6/35 — 356.25 — 831.25

2 shrs. Kelsey Hayes Wheel Co. Class "B"
Amt. as entered in 1st & Final Acct. — 4.00
Plus diff. in mkt. value 5/6/35 — 20.50 — 24.50

34 Shrs. Pan American Petroleum & Transport Co.
Amt. as entered in 1st. & Final
Acct. by former Trustee — $ 809.03
Less diff. in mkt. value as 5/6/35 — 426.53 — $ 382.50

Scrip for 39/40 shrs. Paramount Publix Corp.
Amt. as entered in 1st & Final Acct.
of former Trustee — 1.00
Plus diff. in mkt. value as of 5/6/35 — 1.63 — 1.63

34 Shrs. Pan American So. Corp. - Nominal Value — $ 1.00
23 Shrs. United Elec. Co. Pfd. Nominal Value — 1.00
47 Shrs. United Elec. Co. common Nominal Value — 1.00
— $ 7,015.63

Bonds:

$ 1,000 B. & O. R.R. 1st Mtge. 4% due 1948
Amt. as entered in 1st & Final Acct.
of Former Trustee — 975.00
Plus diff. in mkt. value — 37.50 — 1,012.50

$ 1,000.00 Paterson Fire Brick Co. 6's due 1936
Amt. as in 1st & Final Acct. of
Former Trustee — $ 1,000.00
Present Market value — 1,000.00

$ 2,000.00 Paterson Fire Brick Co. 6's due 1938
Amt. as entered in 1st & Final Acct. of
Former Trustee - Present Mkt. value — 2,000.00
— 4,012.50

Miscellaneous:

Millard F. Tompkins Notes secured by Mtge.
as shown 1st & Final Acct. — 4,875.00
Less amt. pd. since filing acct. — 125.00 — 4,750.00

Flora M. Irwin - Bal. of Agreement as shown by
First & Final Acct. — 2,267.93
Less amt. pd. since filing acct. 5/6/35 — 75.20 — 2,192.73

H. H. Inlow, et ux - Bal. of Agreement as
shown by 1st & Final Acct. — 807.89
Less amt. pd. since filing 5/6/35 — 64.32 — 743.57

Wm. F. McKendrick - bal. of Agreement
shown by 1st & Final Acct. — 970.94

Receipt for 40 shares Hayes Wheel Co.
Amt. as entered in First & Final Acct. — 2.00

Assignment of int. in Mausoleum
Rose Hill Cemetery, Altoona, Pa. — 0.00
— 8,659.24

Cash Balance

Amt. as entered in First & Final Acct.
of Former Trustee — $ 290.77
Amt. rec'd. since date of
filing acct. 5/6/35 — 125.00 — 415.77
— $ 41,838.86

Oct. 15, 1936, Petition and Order of Court filed

Now, Oct. 14, 1936, the within petition presented, read and considered, and upon motion of Boulton & Boulton, attorney for the County National Bank at Clearfield, Trustee, inter vivos,

Continued on Page 267

Cont'd. from Page 189 — Deposit Natl Bank vs DuBois Storage & Casting Co — No. 3 May T. 1936

to comply with the requirements of Rule 79 of the Equity Rules.

It is further ordered that D. R. Vasbinder, Special Master, without prejudice to the rights of those interested in the final distribution, shall make a partial distribution of the funds in his hands to the persons, in the amounts, and for the purposes stated as follows:

W. R. Gallagher, Prothy., Court costs in this proceeding	$ 20.60
Gray Printing Co., Advertising and printing re: Special Master's sale	58.85
B. P. Mackin, Fire Insurance premiums	59.80
Deposit Natl Bank, Revenue stamps, Special Master's Deed	23.25
Deposit Natl Bank, Trustee reimbursement for expenses and reserve for court costs	90.26
W. F. Piglet, Jr., County Treasurer, returned taxes	1,289.27
J. E. Good, Tax Collector, 1934 & 1935 Co. & Poor taxes	319.80
D. R. Vasbinder, City Treas. 1932-1935 inc. City taxes	824.90
D. R. Vasbinder, City Treas., 50% of 1936 City, School, County & Poor taxes	350.42
Liveright & Smith, Esqs. Attys. fees for services rendered	150.00
D. R. Vasbinder, Special Master's fee	25.00

By the Court,
Robert R. Lewis
P.J. 55th Judicial District, Specially Presiding

Sept. 28, 1936, Account of D. R. Vasbinder, Special Master, filed.

The Accountant charges himself with the following receipts:

1936		
July 7	To check from Du Bois Brewing Co. on acct. purchase money	$ 3,875.00
	To check from Du Bois Brewing Co. for bal. of purchase money	11,625.00
	To refund for unearned premiums on insurance policies maintained for protection of property	12.15
	Total	$ 15,512.15

The Accountant claims credit for the following disbursements, allowances:

1936		
	By W. R. Gallagher, Pro., Court Costs	20.60
	By Gray Printing Co. adv. & printing	58.85
	By Deposit Natl Bank, rev. stamps	23.25
	By Deposit Natl Bank, reimbursement for Trustee's expenses and reserve for further costs of this proceeding	90.26
	By B. P. Mackin, fire ins. prem.	59.80
	By W. F. Piglet, Co. Treas. ret'd. taxes	1,289.27
	By J. E. Good, tax col. 1934-35 Co. & Poor	319.80
	By D. R. Vasbinder, City Treas. 1932-35 (inc.) taxes	824.90
	By D. R. Vasbinder, City Treas. 50% of 1936 City, School, County & Poor taxes	350.42
	By Liveright & Smith, Esqs., Attys. fees for services rendered to Trustee & Spec. Master	150.00
	By D. R. Vasbinder, Special Master, fee	25.00
	By balance distributable to Deposit Natl Bank, Trustee for bondholders secured by mortgage on which foreclosure sale took place	12,300.00
	Total	15,512.15

Oct. 26, 1936, Proof of Advertising, Filing, and Sending Notices to Parties Interested filed.

Oct. 26, 1936, Order of Court confirming Special Master's Account filed.

Now, Oct. 26, 1936, the account of D. R. Vasbinder, Special Master appointed to make sale of the property of Du Bois Storage and Casting Co., having been filed on Sept. 28, 1936, 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 15 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 submitted to the Court; and no exceptions having been filed to the account, and the account having been examined and showing a balance of $ 12,300.00 in the hands of the Special Master for distribution, it is ordered and directed:

That said account be, and the same is hereby confirmed.

That distributions thereunder already made are ratified, there being no essential facts in dispute as shown by the record.

Continued on Page 269

Cont'd from Page 263 - Co. Natl Bank of Clfd vs Salvation Army - No. 10 Sept. T. 1936

successor trustee, in conformity with the terms of this order and decree, all duties, liabilities and responsibilities of the said County Natl Bank of Clearfield, Pa., and/or Joshua L. Foster, Receiver thereof shall immediately cease. By the Court, W. Wallace Smith, P.J.

Contd from Page 264 - Re: E. M. S. McKee Trust - No. 5 May Term, 1935

unded deed by E. M. S. McKee dated April 29, 1935, the sale by the Trustee of the building upon the premises described in said petition for removal and the leveling of the lot after removal for the net price of $125.00 to the Trust Estate be and is hereby approved. By the Court,

W. Wallace Smith, P.J.

Continued from Page 253 Alice G. Hobson vs Chas I. Lott #5 Sept T 1936

went of an appearance and answer by Charles I. Lott, also known as Charles Ira Lott, individually & Fred J. Brown, H. B Mitchell & H. J Crawford, Trustees, for said Charles I. Lott known as Charles Ira Lott,

Nov. 19. 1936 Acceptance of appointment of Receiver of Frances Fuger filed

Nov. 19. 1936 Bond of Frances Fuger, Receiver in sum of $100. with Glen Falls Indemnity Co. Glen Falls N.Y. Surety filed and approved

By the Court W. Wallace Smith P.J.

Nov. 16, 1936, Motion in Open Court for Final Decree filed

Nov. 16, 1936, Order of Court filed

Now, Nov. 16, 1936, this cause coming on to be heard, and it appearing from the record to the Court that the plaintiff's Bill of Complaint in the above entitled case was personally served upon each of the defendants thereon, to wit: upon Fred J. Brown on June 23, 1936; upon H. J. Crawford and H. B. Mitchell on June 25, 1936; and upon Charles Ira Lott on Sept. 14, 1936, together with a notice to appear and answer endorsed thereon, as provided by Equity Rule No. 33; that none of said defendants entered an appearance or made answer to said Bill of Complaint as they were required to do; that on Oct. 29, 1936, said plaintiff, by authority of Equity Rule, entered an order, as of course, that said Bill be taken pro confesso; that, under Equity Rule No. 51, this Court is required to proceed, ex parte, to enter the appropriate final decree; now, therefore the facts averred in said Bill of Complaint being presumed to be true, the following final decree is made and directed to be entered, which decree shall have all the force and effect of a decree entered after a contest, so far as relates to all those who were served, being all of the defendants named in said Bill of Complaint, to wit:

1st. It is Ordered, Adjudged, and Decreed, that the said Charles Ira Lott be and he hereby is directed and required, upon his oath, to file with the Prothonotary of this Court on or before Dec. 1, 1936, a statement in full detail as to whether or not Letters Patent for any new and useful inventions granted or secured under the laws of the United States have been issued to him, other than those hereinafter detailed; also whether or not he, the said Charles Ira Lott, has applied for any patents on any new and useful inventions to the patent office of the United States of America; and whether or not such applications for patents are now pending, and the numbers and descriptions of the same.

2nd. It is further Ordered and Decreed, that the said Charles Ira Lott shall answer under oath and file such answer with the Prothonotary on or before Dec. 1, 1936, whether or not he has at any time assigned, transferred, or delivered to any person, in trust for him, any money, property - real or personal -, rights, and patents, granted or acquired under the laws of the United States of America; if so, where, and particularly what credits, property, rights, demands, moneys, interests, assets, or interest in patents, and by whom are the same, or the proceeds thereof, now held

3rd. And it appearing to the Court that certain Assignments of patent rights by Charles Ira Lott to Fred J. Brown, H. J. Crawford, and H. B. Mitchell, as is more fully and at large set forth in the Bill of Complaint hereinbefore filed, were made without fair consideration as against the plaintiff herein, and with the intent on the part of the said Charles Ira Lott to hinder, delay, and defraud complainant herein of her just claims and demands against him, it is therefore further Ordered, Adjudged and Decreed that the two said Assignments

Continued on Page 270

Cont'd from Page 265 - Deposit Natl Bank vs DuBois Storage & Casting Co. — 3 May T. 1936

The balance of $12,300.00 in the hands of the Special Master is awarded to the Deposit National Bank, Trustee, for the bondholders secured by the mortgage on which the foreclosure sale was made.

The amount due on said first mortgage bonds is found to be $25,000.00, with interest to May 25, 1936, of $5607.64, as stated in the court's twelfth finding of fact set forth in the adjudication filed in this proceeding.

The trustee of said mortgage is requried to make distribution of the amount hereunder awarded to it, ratably to the bondholders according to the relation that the said sum of $12,300.00 bears to the total amount due as heretofore found by the Court.

Said Deposit Natl Bank, Trustee as aforesaid, shall be governed in making said distribution by the provisions of the "Adjudication" and final decree dated and entered on May 25, 1936, and for further details as to said distributions the Trustee shall refer to the decree itself. By the Court, W. Wallace Smith, P.J.

bearing date April 8, 1935, by Charles Ira Lott, one of the defendants herein, to Fred J. Brown, H. B. Mitchell, and H. J. Crawford, one of which is duly recorded in the United States Patent Office at Washington, D. C., in Libet 165, Page 468, and the other attempted Assignment is duly recorded in the United States Patent Office at Washington, D. C., in Libet 163, Page 470, be and hereby are, (together with certain Declarations of Trust executed by the said Fred J. Brown, H. B. Mitchell, and H. J. Crawford, in favor of the said Charles Ira Lott, under date of April 12, 1935, and duly recorded in the United States Patent Office in Washington, D. C. in Libet 173, Page 472), declared, adjudged and decreed fraudulent and void as against this defendant.

4th And it further appearing to this Court that Charles Ira Lott, on and prior to April 8, 1935, was the owner of certain patents and patent rights issued to him by the United States of America, and at that time registered in his name, as follows:

Roller Bearing Patents - No. 1,995,571 - dated March 26, 1935
Roller Angle Grinding Machine - No. 1,843,614 - dated Feb. 2, 1932
Roller Bearing Assembling Machine - No. 1,553,746 - dated April 14, 1925
Roller forming Machine - No. 715,209 - dated
Bearing Lapping Machine - No. 699,081 dated -
Conical Roll Grinding Machine - No. 699,082 dated
Barrel Shape Grinding Machine - Serial No. 699,442 dated

and that on said day the said Charles Ira Lott attempted to transfer title thereto, as above referred to; it is Ordered and Decreed that the said Charles Ira Lott, defendant herein, and the said Fred J. Brown, H. B. Mitchell, and H. J. Crawford, as Trustees in possession of the said patents and patent rights above described, as heretofore found in this Decree, be and they are hereby ordered and directed to execute forthwith such instruments in writing as may be required by the law to cause the vesting of all the right, title, interest, claim, and demand of the said Charles Ira Lott and of the said Fred J. Brown, H. B. Mitchell and H. J. Crawford in and to the patents and patent rights embraced by said patents issued under the laws of the United States of America unto a Receiver of this Court who may hereafter be appointed, for the purpose of carrying into effect the orders of this Court.

5th It is further adjudged and decreed that the said Charles Ira Lott be and he hereby is indebted to the said plaintiff herein in the sum of $9,932.15, together with interest thereon from Nov. 26, 1935, and it is decreed that a judgment be entered by the Prothonotary as against the said Charles Ira Lott and in favor of the plaintiff herein for said sum, to wit: $10,478.21 together with the costs of this proceeding. Judgment for Pltf $10,478.21

That Frances Fuglet of DuBois, Pa., be and hereby is appointed Receiver of all and singular the patents and patent rights of the said Charles Ira Lott (and such other assets and property of the said Charles Ira Lott as this Court may from time to time order transferred to its Receiver), with full power and authority to take possession of the same, by assignments thereof from the defendants herein, and to conserve and control the same, to collect any license fees for use of articles manufactured or sold or operated by virtue of such patents and patent rights, and said Receiver shall also have all the usual powers of a Receiver appointed by a Court of Equity in similar cases.

The appointment of said Receiver shall take effect on the filing of an acceptance in writing, and the giving of a bond in the sum of $1000.00, to be approved by the Court conditioned upon the

Continued on next page

Receiver faithfully discharging the duties, and for accounting of all monies and effects possessed as such Receiver, such appointment shall continue until the further order of this Court in the premises.

That upon security being entered by said Receiver, as required by law, any, either, or all of defendants, his or their agents, are hereby enjoined from retaining or taking possession of any of the patents or patent rights owned directly or indirectly by or for Charles Ira Lott, or of assigning or encumbering any of the same, or in any wise dealing therewith, or in molesting or interfering with the full and absolute possession and control thereof by the said Receiver.

The parties in interest are given leave to apply to the Court at any time for any other or further grant of power to the said Receiver, or for such other order respecting the conduct of said Receivership as circumstances may render advisable or necessary.

By the Court, W. Wallace Smith, P.J.

Nov. 21, 1936, service of Order of Court of Nov. 16, 1936, accepted by a certified copy of the same. N. J. Crawford, Deft.

Nov. 17, 1936, Decree of Court dated Nov. 16, 1936, served upon Charles Ira Lott, one of the defendants, personally, by handing to him a certified copy of same, at the Foster Worth Hotel in Du Bois at 7:45 o'clock P.M. on above stated date. So answers, James Thompson, Const.

Nov. 20, 1936, Decree of Court dated Nov. 16, 1936, served upon Fred J. Brown, one of the defendants, personally, by handing to him a certified copy of same, on Friday, Nov. 20, 1936 at eleven o'clock in the morning. So answers, L. D. McCall

Nov. 24 1936 Service of Order of Court of Nov. 16 1936 Accepted by Copy, H. B. Mitchell, Trustee

Dec. 19, 1936, Statement of Charles Ira Lott filed.

Now Dec. 21, 1936, service accepted. L. D. McCall, atty for Complainant.

Jan 11, 1937, Petition for appointment of Appraisers Filed.

And Now Jan. 11, 1937, upon consideration of the matters in the subjoined petition contained, and E. G. Boose, Esq. and E. A. Badger are Appointed Appraisers of the Estate and effects of Charles Ira Lott in the custody of Frances Fugler, Rec'r. By the Court, W. Wallace Smith, P.J.

Jan 18. 1937 Notice of Recvr. to Charles Ira Lott of presenting Petition to the Court on Monday Jan 18. 1937 at 10:00 A.M. with respect to assigning certain patent rights to Recvr. Jan 18. 1937 Petition and Order of Court filed

And now, Jan. 18, 1937, the foregoing Petition read and considered, and it appearing to the Court that the said Charles Ira Lott one of the Defendants herein, had personal notice of the contents of said petition and the presenting of the same to the Court, it is ordered and decreed as follows:

That the said Charles Ira Lott be and he hereby is enjoined from retaining or taking possession of any of the patents or patent rights owned directly or indirectly by him, or of assigning or encumbering any of the same, or in any wise dealing therewith, or in molesting or interferring with the full and absolute possession and control thereof by the said Frances Fugler, Receiver herein, in the following patents, to wit:

Roller Bearing Patent, No 1,917,452

Roller Bearing Patent, Serial No 698,895, filed Nov 20, 1933, Patent Granted.

Roller Angle Grinding Patent, No 1,843,614

Method of Assembling Roller Bearing, No 1,533,746

Roller Forming Machine, Serial No 715,209, (applied for jointly by Charles Ira Lott and George Wedel) Application still pending.

Method and Apparatus for Tapping Anti-friction bearings:

Serial No 6,990,818, filed Nov 21, 1933 and granted.

Conical Roll Grinding Machine, Serial No 688,082, and granted.

Continued on Page 275

Cont'd from Page 145 - Jean Snyder Croan, et al vs John Snyder, et ux - #7 Sept. T. 1932

Master in Partition, ordered to be entered by Samuel Singer and conditions: that the Master, conditioned that re-sale is ordered and $1000.00 shall be retained Returnable Monday Dec 21, 1936, at 10:00 A.M. By the Court, W. Wallace Smith, P.J.

Now, Nov 20, 1936, service accepted by copy L.D. McCall, Attys. for Petfs.

Now, Nov 20, 1936, after hearing had, if a rule be allowed as prayed for, issuance of same waived and service accepted by copy L.D. McCall, atty for

Estances Englet, Purchaser

Now Nov 23, 1936, Service accepted, waive issuance of same, according to law Carl A. Belin, Master

Dec 21, 1936, Answer to Petition of R.R. Snyder to Re-open Sale filed:

Now, Dec 21, 1936, service accepted by copy. Bello Silberblatt, attys for R.R. Snyder

Dec 21 1936 Motion to set aside Rule: Now Dec 21, 1936 written Motion Considered and Rule awarded to show cause Ret Dec 28, 1936. Pending Rule all proceedings stayed on Petition to which there is an answer. By the Court

Dec 28, 1936 service accepted N.J. Wonner, Atty for Samuel & Mollie Singer

Dec 23, 1936 Petition for return of sale By Master

Dec 28, 1936 service accepted By N.J. Wonner, atty for Samuel & Mollie Singer

Dec 23, 1936 answer to Petition of Mollie Singer & Samuel Singer

Jan 5, 1937 Opinion and Order filed

And Now Jan 4, 1937, in accordance with memorandum Opinion herewith, It is directed that the Master proceed to the re-advertisement and re-sale of the premises involved in this proceeding, and make return thereof to the Court on the First Monday of March next.

It is ordered that the $350.00 deposited by the purchaser with the Master at the time of the sale heretofore had be returned to L.D. McCall, Atty for the Petitioner. The terms, conditions and Rules applicable to the sale shall be as provided in the original decree of sale. By the Court W. Wallace Smith, P.J.

Feb 15, 1937 Pet of Jean Snyder Croan et al prays that in the event they become the highest and best bidder of the lands thus advertised to be sold, that they be relieved from the necessity of paying the ten per cent of the amount bidden.

Now Feb 15, 1937 It appearing to the Court that the interests of the Complainants herein It is ordered that in the event property within sells at $10,000 or over and Complainants or other agents are highest bidder that Master in partition shall not require them to make deposit of 10% of their bid as per the advertisement of sale but that said amount be Charged against their distributive share. By the Court Jesse C. Long, P.J. 54th Jud Dist Specially presiding

March 3, 1937 Masters Bond in the sum of $15,000.00 filed with Maryland Casualty Insurance Co. Surety.

March 3, 1937, Above noted Bond approved. By the Court, H. W. Rimer, P.J. 18th Jud. Dist., Specially Presiding

March 10, 1937 Petition to restore Record filed

Order of Court: And Now March 10, 1937 It appearing to the Court that the facts set forth in the petition filed this day are true, and that respondents being present in Court by Counsel and agreeing thereto, on Motion of L.D. McCabe, Esq. atty for Complainants. It is ordered that the Copy of the Bill in Equity attached to said petition, together with the endorsements thereon directed to the defendant to appear and plead, be filed in this cause with the same force and effect as though it were the original Bill as filed herein, as of the date appearing from the docket entries in said cause, and for all purposes said Copy shall be and become a part of the record as

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Continued from Page 259 Herbert Wright vs Russell Wright & Sept T. 1936

at the valuation, then to apply to the Court for leave to make sale thereof at public auction, giving the like notice as is required in sales under proceedings in partition at common law. This said order and decree to be in full force and effect against all defendants

By the Court. N. Wallace Smith, P.J.

Mar 30 1937 Motion and Order filed— Now March 30 1937 on Motion of John J. Pentz, Esq. Master, in the foregoing proceeding in equitable partition, Rule is granted on the said Herbert Wright, Nellie Nelson, Ruth Sanderson Geffe and Russell Wright and John Wright Bartram, Defts, all parties to the said proceeding, and parties at interest in and to the land described in the original Bill in Equity, to submit bids in writing to the Court for the purchase of the said lands, said bids to be presented to the Court on the 5th day of April, 1937, at 10 o'clock A. M. failing which, order will be made directing the Master to sell the said lands at public sale, under further orders of the Court. By the Court N. Wallace Smith P.J.

March 15, 1937, Master's Report filed.

To the undersigned, duly appointed Master by order of your honorable Court on January 18, 1937 in the above proceeding, to value the real estate and divide and make partition thereof, and to find whether or not the real estate involved could be divided without spoiling the whole into its several purparts equal to the number of persons interested therein, and if the same cannot be so divided, to fix the value thereof, as well as the other matters directed in said Order, respectfully reports his actions therein, and his findings in respect thereto, as follows:

1. The undersigned, in accordance with the Order of Court herein made, investigated the land described in the Bill in Equity for Partition as filed herein, by personally going upon the premises and examining the same.

Thereafter, on March 2, 1937, hearing was held in the Grand Jury Room in the Court House at Clearfield, Pa., of which notice was given to all of the parties at interest and to all parties having an interest in and to the said real estate, personally and by counsel.

All parties were heard in respect thereto, as well as the witnesses and other evidence produced, in respect to the possibility of dividing the said real estate into the several purparts equal to the number of persons interested, without spoiling the whole, and also as to the value of the said land.

Said testimony was all transcribed and is attached to and made a part of this report.

Also attached to and made a part of this report are returns of service of notice of hearing on March 2, 1937.

2. Discussion and Findings.

As a result of the personal inspection of the premises by the Master and of the testimony produced at the hearing on March 2, 1937, it is definitely established that the real estate consists of a farm lying in Bigler Township, Clearfield County, Pa. consisting of 189 acres, less approximately 3 acres used for State Highway improvements. Of this acreage approximately 100 acres consist of woodland, and the balance being cultivatable and containing the house, barn and other outbuildings.

The land fronts on the State Highway leading from Coalport Borough through Madera and Philipsburg and is an irregular piece extending in a Northwesterly direction from the highway, a portion of the land lying southeast from the highway

Continued on Page 283

Contd from Page 255—County Natl Bank at Clfd—re: Mary E. Devling #3 Sept T. 1936

Assets in Hands of Trustee Making Up Principal Account Balance of		$ 4,967.32
Bonds		
$ 2000 Carrolltown Coal Co. 5% Bonds due 11/1/42 Nominal value	2.00	
$ 2000 Utilities Power & Light Corp. 5% Bonds due 2/1/59 Gens. pd to 8/1/36	990.00	
$ 1000 Winburne Water Co. 5% Bonds due 3/1/43 Gens. pd to 9/2/36	750.00	$ 1,742.00
Cash		3,225.32
		4,967.32

April 5, 1937, within account confirmed ni si, to be confirmed absolute in four days unless exceptions are filed By the Court, W. Wallace Smith P.J.
Now April 9, 1937, no objections being filed, confirmed absolute.
W. R. Gallagher, Prothonotary

Febry 24, 1937 Account advertised in Raftsman Journal and Clearfield Progress to be presented to the Court for Confirmation on Monday April 5, 1937.

May 20, 1937, Petition of Successor Trustee for Discharge filed.
Now May 20, 1937, the foregoing petition having been presented and considered, on motion of Smith & Maine, counsel for petitioner, it is ordered and decreed that The County National Bank at Clearfield, as successor trustee under trust agreement dated April 7, 1923, is discharged from its duties as successor trustee under said agreement insofar as the same pertains to the assets in its hands that were for the use and benefit of Mary E. Devling, and it is relieved from further obligation or responsibility in connection with its duties of trust under said agreement insofar as it pertains to Mary E. Devling, deceased, and it is discharged from further obligation or responsibility in connection with the bond it filed for the faithful performance of its duties.
By the Court, W. Wallace Smith, P.J.

August 7, 1942 First and Final Account of The County National Bank at Clearfield, Successor Trustee for Minnie B. Peale and Mary E. Devling under agreement dated April 7, 1923, filed and notice of filing published in Raftsman Journal and Clearfield Progress to be presented to the Court for ni si confirmation on Tuesday Sept. 8, 1942.

September 8, 1942. Account confirmed ni si to be confirmed absolute in 4 days unless exceptions are filed. By the Court.
W. Wallace Smith, P.J.

September 14, 1942
No exceptions filed, Account is Confirmed absolute.
J. Harold McFadden, Prothonotary

September 28, 1942, Petition of The County National Bank at Clearfield for discharge as Successor Trustee and Order of Court filed.

Now September 28, 1942, the foregoing petition having been presented and considered, upon motion of Smith & Maine, counsel for petitioner, it is ordered and decreed that The County National Bank at Clearfield, Successor Trustee, under the Trust Agreement dated the 7th day of April, 1923, is discharged from its duties as said Successor Trustee under said Trust Agreement, and it is relieved from further obligation or responsibility in connection with its duties under said Trust Agreement and it is hereby discharged from further obligation or responsibility in connection therewith and in connection with the bond it filed for the faithful performance of its duties.
By the Court, W. Wallace Smith P.J.

ontinued from Page 271, Alice G Hobson vs Charles I. Iott et al No 5 Sept T 1936.

Roller Forming Machine, Patent Serial No 715,209.

It is further ordered and decreed that the said Charles Ira Iott which forthwith execute such instrument or instruments in writing as may be required by the law to cause the vesting of all the right, title, interest, claim and demand of the said Charles Ira Iott in and to the patents and patent rights embraced by said patents or applications therefor issuing under the laws of the United States of America unto Frances Fugler, Receiver of this Court in the above entitled cause.

That the said Receiver shall conserve and control the said patents and patent rights, collect money, license fees for the use of articles manufactured or sold or operated by virtue of such patents and patent rights, and shall also have all the usual powers of a Receiver appointed by a Court of Equity in similar cases.

The parties in interest are given leave to apply to the Court at any time for any other or further grant of Power to the said Receiver, or for such other Order respecting the conduct of such Receivership as circumstances may render advisable or necessary. By the Court, W. Wallace Smith, P. J.

Oct 9, 1940, Petition of Recvr for Authority to Sell Letters Patent of the U. S. at Public Sale filed

Now, Oct 9, 1940, it is Ordered that Frances Fugler, Recevier, be and hereby is authorized and directed to sell at public auction on November 6, 1940, at the City of DuBois, Clearfield County, Pa., without appraisement, for cash, at such particular place in said City of DuBois as said Recevier shall designate in the public notice of said auction, the following property, to wit:

Roller Bearing Patents: No. 1,917,452

Roller Bearing Patents: Serial No. 698,895, filed Nov. 20, 1933, Patent granted.

Roller Angle Grinding Patents:- No. 1,843,614

Method of Assembling Roller Bearings:- No. 1,533,746

Roller Forming Machine:- Serial No. 715,209 (applied for jointly by Charles Ira Iott and George Wedel). Application still pending.

Method and Apparatus for Lapping Anti-friction bearings:- Serial No. 699,081 filed Nov. 21, 1933 and granted

Conical Roll Grinding Machine:- Serial No. 699,082, and granted.

Roller Forming Machine - Patent Serial No. 715,209.

Roller Forming Machine - Patent Serial No. 715,209 - dated -

Bearing Lapping Machine - Patent Serial No. 699,081 - dated -

Barrel Shape Grinding Machine - Patent Serial No. 669,442 - dated -

Roller Bearing Patent - Patent No. 1,995,571 - dated March 26, 1935

Roller Angle Grinding Machine Patent No. 1,843,614 - dated Feb. 2, 1932

Roller Bearing Assembling Machine - Patent No. 1,533,746 - dated April 14, 1925

Notice of such sale shall be given 21 days before day fixed for sale by publishing the same in the DuBois Courier, a newspaper of general circulation published at the City of DuBois, Clearfield County, Pa. and by posting 20 sale bills in and about City of DuBois.

It is further ordered that Frances Fugler, said Recevier, shall within two days after such sale report the same to this Court for action by the Court on the ensuing Monday or Thursday, or next most convenient day for the Court thereafter, and upon confirmation of such sale by this Court, said Recevier shall make, execute and deliver to the purchaser or purchasers, of such patents and patent rights good and sufficient assignments, and other evidence of conveyance and transfer of such patents and patent rights.

By the Court, Jesse C. Long, P. J. 54th Judicial Dist., Specially Presiding

Nov. 7, 1940, Petition of Recevier for Confirmation of Sale filed

Now, Nov. 12, 1940, the foregoing Petition for the confirmation of the sale of all the right, title and interest of Frances Fugler, Recevier in Equity of the patents and patent rights of Charles Ira Iott, read and considered, and it appearing to the Court that a fair price for said patents and patent rights was

Continued on Page 389

December Term 1936

Arnold & Chaplin Dec. 2	North American Refractories Co., a Corp. I	Dec. 2, 1936 Bill in Equity filed. Dec. 2, 1936, eighty (80) copies certified to Sheriff Wherein, the Plaintiffs need equitable relief pray a temporary injunction after notice, to enjoin and restrain the defendants, their agents, servants, employees and associates from: Making menaces, threats, demonstrations of any kind for the purpose of hindering the plaintiff's employees from going to work at the plants of the plaintiff at or near Lumber City and at or near Curwensville in said County of Clearfield. Anywise interfering with the plaintiff, its agents and employees in the conduct, management and operation of its plants at or near Curwensville and Lumber City. From conducting parades and marches past, in, upon or through at adjacent to the plants of the plaintiff at or near Lumber City and Curwensville. Loitering and unlawfully assembling at or near the premises of the plaintiff at Lumber City and Curwensville, Pa., unlawfully interfering with the plaintiff's employees in going to or from the plants of the plaintiff at or near Lumber City and Curwensville. From erecting barricades or in any way preventing the passage of vehicles or persons from the public highway to the premises of the plaintiff. From entering upon the premises of the plaintiff in order to annoy, intimidate or from making forcible intercession toward any employee of the plaintiff or other persons having lawful business at or about the plaintiff's premises. In any manner interfering with the employees of the plaintiff in their desire and purpose to work for the plaintiff. Interfering by threats, intimidation, opprobious epithets with any person or persons who may be in the employ of the plaintiff or who may desire the employment of the plaintiff. From annoying or coercing the employees of the plaintiff or persons desiring to enter into said employment or from making any forcible intercession toward any said employee, and from forcing their presence and conversation upon employees of the plaintiff or persons desiring to enter into said employment. And plaintiff further prays for such other equitable relief as may to the
Curwensville, Pennsylvania, Local No. 448, of the United Brick & Clay Workers of America an unincorporated Association; Louis Hawk, Pres & H. L. Bradford, Secy of said Curwensville, Pa., Local No. 448: and		

Harold Flegal	Cloyd Liggett
Arthur Neeper	Patsey Caffey
Gilbert Wise	Leo Patterson
Chas. Caffey	Clarence Liggett
Carl Patterson	Dorse Black
Miles Watt	Roland Knepp
Luther Anderson	Carl Leathers
Sam Caffey	Clair Williams
Burton Knepp	John Seaburn
Luther Beitz	Thornton Harmick
Lewis Seaburn	Reuben Maines
Fred Thompson	J. L. Moore
Chas. Seaburn	Geo Addleman
Baker Bloom	Willis Bradley
Joe Miele	Bruce Bloom
Lee Passmore	Harry Fisher
Walter Spencer	A. T. Morrison
Blair Spencer	E. C. Peterman
Chalmers Conway	Dave McCracken
Herman Clever	James Galis
Clate McNaul	Sandy Galis
Harold Wink	Jerome Galis
Carl Leathers	Toney Galis
Jess Clouser	George Ross
Jim Lyons	Clair Tubbs
Chauncey Hauck	Blaine Witherite
Chas. Hauck	Wilbur Ross
Geo. Harmick	Geo. Caldwell
Robt Bradford	Earl Bloom
Leo Smith	Harry Peterman
Carl Olson	H. E. Morrison
Francis Mallon	Montgomery Shaw
Don Way	Eugene Kipps
Victor Cathalene	Harrington McCully
Jack Liggett	Walter Straw
Guy Liggett	Kenneth Michaels
	Howard McCracken

Sff	33.00
Pro	2.00
Pro By Atty	2.50
"	20.00
"	.50
L E Strunk	31.00
C E Carlson	25.00 = 114.00

Court seem meet and just, for the prevention of lawlessness, for the protection of the plants of the plaintiff and for the protection of its employees, property and contracts; and the plaintiff further prays for an order for costs in said proceeding. Arnold & Chaplin, Attys for Plff.

Order of Court:- Now, Dec. 2, 1936, plaintiff having presented its Bill in Equity, duly verified by affidavit, and having moved the Court for a temporary injunction, the Court enters rule on the defendants and each of them to show cause why a temporary injunction should not issue, to be made permanent after hearing had; and fixes Tuesday, December 8, 1936 at 10:00 o'clock A.M. as the time for hearing on said application, and the defendants and each of them are hereby notified that said hearing will be held at said time, and the Court does further direct that service of copy of said Bill in Equity, and a copy of this notice shall be made by the Sheriff of Clearfield County, upon the defendants, and that said notice shall also be given to the Sheriff of Clearfield County, he being the public officer charged with the duty to protect plaintiffs property; and that when said notice shall be served upon each of the defendants a certified copy of the said Bill in Equity containing in detail the relief prayed for, the Court to make such order as to bond and costs as may hereafter appear meet. By the Court, W. Wallace Smith, P.J.

Dec. 2, 1936, Eighty (80) copies of the Bill and Order of Court certified to Sheriff.

Dec. 5, 1936, Enter our appearance for Defendants. A.R. Chase and Walter Swoope.

Dec. 5, 1936, Petition of Robert Russell, et al for Leave to Intervene, filed.

Order of Court:- Now, Dec. 5, 1936, the foregoing petition of Robert Russell, Monroe Young, Bert Miles, J.C. Caldwell, Otis Segiworth, and Amos Stagnet, presented and considered, and pursuant thereto, petitioners are granted the right to intervene in the action in equity to No. 1 December Term, 1936, in which North American Refractories Company, a corporation, is plaintiff, and Louis Hauck, President, and R.L. Bradford, Secretary of Curwensville, Pa., Local No. 448, The United Brick and Clay Workers of America, and others are defendants.

It is further ordered that for the purpose of such intervention the petitioners hereafter are to be given notice of all steps at proceedings in the case, and be granted an opportunity to be heard and otherwise be treated as parties, including the right of offering testimony, examining and cross-examing witnesses, filing pleadings and doing such other matters and things as may be pertinent in so far as their interests, and the interests of others in like situation with them shall appear; all in subordination to and in recognition of the propriety of the suit.

It is further ordered that copy of the petition and of this order be served upon counsel of record for the defendants. By the Court, W. Wallace Smith, P.J.

Dec 7. 1936 Service accepted by Copy A R Chase & Swoope

Dec. 2, 1936 Served within Bill in Equity and Order of Court on E.C. Peterman, David McCracken, Gerome Galio, Tony Galio, Wilbur Ross, George Caldwell, Earl Bloom, Walter Straw, Eugene Hipps, Clair Tubbs, James Galio, Leo Smith, Sandy Galio, & George Adelman, each personally, true copy. Dec. 3, 1936 Served Harrington McCully, Kenneth Michaels, Howard McCracken, Montgomery Shaw, Harry Peterman, H.E. Morrison, each personally

(Continued)

North American Ref. Co vs United Brick & Clay Workers of America #1 Dec T. 1936

true copies, Service on Blaine		Witherite by handing his father, true copies, and
make return of Nihil Habet as		to A. J. Morrison, J. I. Moore, George Ross &
		So Ans I. E. Strunk, Deputy Sheriff.
Dec 2, 1936 Served the within		Bill in Equity and Order of Court on Arthur Neeper,
Joe Mick, George Harmick, Zach		Tippert, Clarence Tippert, Clair Williams, each personally,
true copies, Service on Bruce Bloom		by handing to his wife, true copies. Dec 3, 1936 Served
Carl Patterson, Miles Watt, Samuel		Carfly, Burton Knepp, Fred Thompson, Baker Bloom,
Lee Passmore, Blair Spencer,		Carl Feathers, James Lyons, Charles Hauch, Francis Mallon,
Victor Catalene, + Patsy Carfly,		each personally, true copies. Service on Clayton McNaul,
Thorton Harmick, Herman Cleaver, +		Harry Fisher, by handing to an adult member
of their family, true copies.		
		So Ans C. E. Carlson, Deputy Sheriff
Dec 2, 1936, Served the within		Bill in Equity and Order of Court on Harold Flegal,
Luther Beitz, Chauncey Hauch,		Cloyd Tippert, Rowland Knepp, Fred Hughes, each
personally, true copies. Service on Don Way by handing to his wife at her home		
in Curwensville, Pa. true copy		Dec 3, 1936 Served Gilbert Wise, Charles Carfly,
Luther Anderson, Lewis Seaburn,		Charles Seaburn, J. S. Clouser, Harold Wink,
R. I. Bradford, Carl Alson,		Guy Tippert, Louis Hauck, John Seaburn, + Reuben
Manes, each personally, true copies. Service on Walter Spencer, Chalmers Conway,		
Leo Patterson, Dorsey Black,		+ Willis Bradley, by handing to an adult member
of their family at their homes in Curwensville, Pa, true copies.		
		So Ans Arin C. Frank, Deputy Sheriff.
Now Dec 5, 1936, this Bill in		Equity and Order of Court returned as per
the above return of services.		
		So Ans C. H. Ammerman, Sheriff

Continued from Page 167, County Nath. Bank of Clearfield-Franklin A. Orcutt

Disbursements Continued.

9/22/36	Franklin A. Orcutt advance on account income for support	$ 100.00
11/4/36	" " " " " " for support	75.00
12/24/36	" " " on account funds	150.00
2/24/36	County National Bank of Clearfield - Accountants commission 5% of $1166.84 income collected since filing First and Final account	58.34
		$ 1352.69

Changes in Investments since filing First and Final Account

4/9/36 $ 1500.00 participation in a Mortgage of Floyd G. Wilson et ux reduced by a payment of $55.00 to $ 1445.00

11/12/36 $ 1445.00 participation in a Mortgage of Floyd G. Wilson et ux reduced by a payment of $145.00 to $ 1300.00

Summary

Income received	$ 1,166.84
Disbursements made	1,352.69
Excess Disbursements	$ 185.85

March 16, 1940, Receipt, Release and Discharge from Franklin A. Orcutt to County National Bank at Clearfield, as Trustee, filed.

Know All Men By These Presents, That I, Franklin A. Orcutt, of Clearfield, Pennsylvania, do hereby acknowledge that I have this day had and received of and from The County National Bank at Clearfield as trustee under a certain agreement executed by me and dated June 22, 1931 and order of Common Pleas Court dated June 8, 1935 to No. 11 May Term, 1935, in equity the following cash, mortgages and real estate.

Income Cash	None
Principal Cash	31.18
Participating Ownership in $ 20,000.00 mortgage of Horace H. Flegal, Walter J. Flegal and John A. L. Flegal on property 36-38 North Second Street, First Ward of Clearfield Borough, known as the Keystone Building, in amount of	8000.00
(Interest paid to Nov. 6, 1938. This property now owned by Franklin A. Orcutt)	
Participating Ownership in Mortgage of Floyd G. Wilson and Iva M. Wilson of $ 1,900.00 on property in Lawrence Township known as 317 West Second Ave.	
in amount of	1,029.16
(Interest paid to Dec. 12, 1939)	
Mortgage of Minnie B. Wallace and Harry F. Wallace on property located 318 Locust Street, First Ward, Clearfield Borough in amount of	5,755.00
(Interest paid to Jan. 4, 1939, with $ 12.51 paid on account)	
Participating Ownership in $ 3,800.00 mortgage of L. E. Woodward and A. M. Woodward on properties in Lawrence Twp. in amount of	1,900.00
(Interest Paid to Nov. 15, 1939)	
Participating Ownership in real estate known as Nos. 426-430 West Front St., Third Ward, Clearfield Boro., for which deed is being made to me by above named trustee, in amount of	1,090.12
(Back taxes on these properties is being paid under five year plan)	

In full satisfaction and payment of all such sum or sums of money, mortgages, investments or real estate due me from the County National Bank at Clearfield, Pa. Trustee.

And, therefore, I, the said Franklin A. Orcutt, do by these presents remise, release, quit-claim and forever discharge the said The County National Bank at Clearfield, its successors and assigns of and from the said trusteeship and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other act, matter, cause or thing whatsoever. And do hereby waive, by said trustee, the filing of any accounting in the Court of Record for Common Pleas Court of Clearfield County.

In Witness Whereof, I have hereunto set my hand and seal the 14th day of March, 1940. Franklin A. Orcutt

Contd from Page 7 — Earl Gearhart vs Gearhart Lumber & Supply Co #4 May 1 1934

Schedule 1 - Accounts Receivable

The Accountants Charge Themselves:

Sales begin Jan 1, 1934 to Aug 1, 1936		
as per Schedule 2 attached		2,477.22
Cash Receipts as per Schedule 2		1,609.10
A H Bowers, Attachment Execution		1,040.00
Recapitulation		
Accounts Receivable Jan 1, 1934		16,092.22
Plus Sales to Aug 1, 1936		2,477.22
Total		18,569.44
Less Cash Receipts and Discounts:		
	1,609.10	
	1,040.00	2,649.10
Accounts Receivable Aug 1, 1936		$ 15,920.34

Schedule 3 - Cash

The Accountants Charge Themselves as follows:

Cash on hand March 16, 1934		
at beginning of Receivership		46
Deposits made in Bank upto Aug 1, 1936		2,142.03
Total		$ 2,142.49

The Accountants claim Credit for Disbursements

as per Schedule 4 attached		2,026.48
Balance Cash on Hand Aug 1, 1936		$ 116.01
Plus Cash in Drawer		6.06
Total Cash on Hand		$ 122.07
Less Bank Charge on 28 Checks @ 2¢ ea.		.56
Total		$ 121.51

Schedule 5 - Materials and Supplies

The Accountants Charge Themselves as follows:

Inventory Statement Jan 1, 1934		4800.38
Sales of Lumber and Supplies		
from Jan 1, 1934 to Aug 1, 1936		1,235.00
Balance Materials and Supplies		
Aug 1, 1936		3,565.38
Total		4,800.38

Schedule 6 - Liens and Judgments

The Accountants Charge Themselves as follows:

Liens and Judgments Jan 1, 1934		16,002.85
Reductions:		
Satisfaction of Clyde Cussy Judgment		
by acceptance of N.O.L.C. Bonds		
and Cash in the sum of		204.33
Satisfaction of Roy Luty Judgment		
(previously assigned to Co Natl Bank		
as Collateral Security) by		
acceptance of N.O.L.C. Bonds and		
Cash in the sum of		1,171.03
Satisfaction of Sam Toney Judgment		
by a Compromise Settlement of		2,014.92
in lieu of the face value thereof		
amounting to $ 2324.61, the Accountants		
Claim Credit for the Difference of		309.69
Total Liens Judgments Remaining Aug 1, 1936		3,699.87
Total		12,302.98
		$ 16,002.85

Schedule A - Liabilities

The Accountants Claim Credit for Reduction in Existing Liabilities, of the Gearhart Lumber and Supply Co, payment of Interest, Insurance and on Loss and Depreciation as follows:

Notes Payable Jan 1, 1934		$ 6,672.00
Reductions:		
1. By amount paid Insulite Co,		
by Attach. Ex. vs A.H. Bowers		800.00
2. By amount paid C.R. Krum Lumber		
Co by Attach. Ex. vs A.H. Bowers		240.00
3. By amount paid Clfd. Hardware Co		
by liquidation of notes		
previously assigned as Collateral		1,165.00
4. By amount paid County Natl Bank		
by liquidation of note previously		
assigned as collateral		
a. By amt applied on Mtge	$ 501.55	
b. By amt applied on Int	946.53	
c. By amt applied on Ins	652.36	
	$ 2100.44	
Balance Notes Payable Aug 1, 1936		4,467.00
Total		$ 6,672.00
Mortgage Payable Jan 1, 1934		$ 10,000.00
Credits		501.55
Balance Mtge Payable Aug 1, 1936		9,498.45
5. By amt claimed for Loss & Depreciation		917.62

Summary:

Principal Account Debits		$ 62,259.01
Principal Account Credits		5,223.06
		$ 57,035.95
Asset making up Principal Account		
Balance of $ 57,035.95:		
Accounts Receivable		15,920.34
Cash on Hand		121.51
Materials and Supplies		3,565.38
Liens and Judgments		12,302.98
Buildings		13,179.98
Auto Equipment		995.84
Electrical		1,522.15
Heating		966.12
Machinery		4,935.48
Office Equipment		1,026.17
Real Estate		2,500.00
Total		$ 57,035.95

Respectfully submitted:
Daniel Lefflet
A.B. Shaw, Receivers

Feb 15, 1937, Presented, filed and confirmed Ni Si. By the Court, Jesse C. Long, 54th Judicial Dist., Specially Presiding

Feb 20, 1937, No Exceptions filed to within Account, same is confirmed absolute.
W.R. Gallagher, Prothonotary

See Page 10

Cont'd. from Page 272. - Jean Snyder Covance vs. John Snyder, #7 Sept T. 1932.

though it were the original Bill. By the Court
A. A. Nelson, P. J. 47th Jud. Dist. Spec. Pres.,

March 10. 1937 Copy of original Bill in Equity for Partition filed.

March 1, 1937, Masters Report and Confirmation of Sale filed.

Carl A. Belin, Master in the above entitled case respectfully reports as follows:

In pursuance of the order of sale made by your Honorable Court, your Master did, after giving due and legal notice of the time and place of sale by advertisement in the papers and by handbills, copies of which are hereto annexed as a part hereof, duly posted in accordance with the law and practice of sales in partition in equity, expose the properties described in said order to public sale through Carl A. Belin at the Court House in Clearfield Borough, Clearfield County, Pa. on Tuesday, Feb. 23, 1937, at 10 o'clock A.M. and then and there sold the said properties described in said Order of sale as follows:

All that certain lot of land situate, lying and being in Second Ward of DuBois City, bounded and described as follows: On the Northwest by South Jaded Street; on the North by West Long Ave.; on the East by land formerly of Solomon; on the South by Spruce Alley; said lot being 31 ft. wide on West Long Ave, and being 181 feet deep; and having erected thereon a three story brick building.

to Eli Racusin of Rimersburg, Pa., and Louis Shapiro of Pittsburgh, Pa., for the sum of $14,000.00.

Also all that certain lot of land situate, lying and being in the Village of Weedville, Elk County, Pa, bounded and described as follows: Beginning at the line of lot formerly belonging to M. E. Weed; thence along line of public road towards Caledonia 25 feet; thence in a southerly direction parallel to the line of said lot of M. E. Weed (now Henry Puncheon land) to the Bennett's Branch; thence up along the said Bennetts Branch 25 feet to the line of the said M. E. Weed (Henry Puncheon lot); thence along said lot to the place of beginning; having thereon erected a two-story brick building.

to Mildred Snyder for the sum of $950.00. The said Eli Racusin, Louis Shapiro and Mildred W. Snyder, being the highest and best bidders therefor, and the above named sums were the highest and best bidden for the said properties.

The Master did receive the sum of $1400.00 from the said Eli Racusin and Louis Shapiro, being 10% of the amount bid on the first property and the Master did receive the sum of $95.00 from Mildred W. Snyder, being 10% of the amount bid on the second property which was in accordance with the terms of sale, and the balance to be paid upon delivery of deed by the Master to the purchaser.

The Terms of Sale were as follows: "Ten per cent of the amount bid at the sale shall be paid in cash to the undersigned Master at the time the property is knocked down to the purchaser, and the balance shall be paid upon confirmation of the sale by the Court and tender of the deed therefor. Failure of the successful bidder to pay the balance of the price bidden at the time of the tender of deed upon confirmation of said sale, the 10% deposit shall be forfeited as liquidated damages. Carl A. Belin, Master in Partition."

Wherefore, the Master, Carl A. Belin, respectfully submits for the approval and confirmation of the Court, the above two sales of property and further prays that the Court will fix

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Cont'd from Page 281—

Jean Snyder Croan et al vs John Snyder, et al #7 Sept T. 1932—

the amount of bond that the Master is to enter into before receiving the balance of the purchase money and will make an order that the said Master shall make distribution of the proceeds of the sale as required by the Act of Assembly set forth in 12 Purdon's, Section 1725, and he will ever pray Carl A. Belin, Master

Decree Confirming Sale: Now, March 3, 1937, the Court having read and considered the return to the order of sale, on motion of L. D. McCall, pro plaintiff, 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 upon entering security and receipt of the purchase money execute and deliver to the respective purchasers, as set forth in the said return, deeds of conveyance in fee simple, and thereupon the said premises shall be sold free of all liens, encumbrances, and charges, which liens, encumbrances and charges shall be paid out of the fund realized from the sale, but said sale is made subject to a mortgage which is filed of record in the Courts of Clearfield County. Also said sale is to be made free of all taxes and liens in the nature thereof up to the date of the confirmation of the sale, and further that said deed shall be and remain firm and stable to the said respective purchasers, and it is also ordered before any deed shall be executed and before the purchase money shall be received by said Master, he shall enter into a bond to the Commonwealth of Pennsylvania to the use of the parties in interest in the sum of $15,000.00 conditioned for the faithful application of the proceeds of said sale. And it is further ordered that the said Master shall make distribution of the proceeds of sale among the several parties entitled thereto, and shall duly report the same to the Court for approval and confirmation

By the Court, A. V. Rimer, P.J. 18th Jud. Dist. Specially presiding.

Now, March 3, 1937, we approve this decree. Bell & Silberblatt

Attys for Defts.

March 18. 1937 Petition of Samuel Seiger and Mollie Seiger.

Order of Court:- Now, this 25th day of Feb. 1937, foregoing petition considered and it appearing to the Court that Samuel Seiger and Mollie Seiger have performed all the terms and conditions of their bid in connection with the re-sale of the Jean Snyder Croan property. Carl A. Belin, Esq. Master in Partition, is authorized and directed to return to them the sum of One Thousand ($1000.00) Dollars deposited by said petitioners with him. By the Court Jesse C. Long P.J. 54th Jud Dist Spec Area.

March 22. 1937 Petition for Counsel fees filed by L. D. McCall

March 22. 1937 This petition ordered filed and it is directed that notice be given to Counsel of record promptly and that the substance of this petition be taken up for Consideration on Monday April 5. 1937 at 10:00 A. M.

W. Wallace Smith. P.J.

March 22. 1937 Service accepted. Bell & Silberblatt.

April 1. 1937 Answer to petition for Counsel fees filed by M. L. Silberblatt. Attys

June 4. 1937 Pet of Robt R. Snyder for accounting of rents filed by M. L Silberblatt.

And Now, to wit, this 4th day of June. 1937, petition presented in open Court, upon Motion of Ira Hurwick & M. L. Silberblatt Attys for Petitioners, It is ordered and decreed that Jean Snyder Croan be and is hereby directed to file an account showing all the rents and profits received and accruing from the Real Estate located at DuBois, Clearfield County, Pa belonging to the Estate of Jennie Snyder Levy, deceased, and expenditures and monies paid out, date when payments were made and to whom paid, said account to be filed the 21st day of June, 1937. It is further ordered and decreed that the proceedings in the matter of the Petition for Counsel fees be stayed until such time as hearing is had on the account to be filed. By the Court. W. Wallace Smith. P.J.

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Continued from Page 273 - Herbert Wright vs Russell Wright - No. 8 Sept. T. 1936

down to and abutting on Clearfield Creek. The wooded portion lies in the northeast portion of the land and along the eastedly boundary, the steep hillsides along said boundary being the heavily wooded portions.

There is also some coal underneath the land, the extent and value of which is not ascertainable, being presumably the B. vein, and at considerable depth below the surface.

The house is in excellent condition. The barn and other outbuildings are in good shape.

From the lie of the land, the location of the woodlands, the cultivatable portion and the relation thereof to the house, barn and other necessary farm buildings and to the State Highway, as well as the opinion of the parties interested and other witnesses, it is not feasible to divide the farm into the several purparts. Such division would apparently destroy the value of the property as a whole, and leave several purparts of very little value.

In order to divide the tract into the necessary purparts it would not leave any purpart of any great value, either as a timber proposition or for farming purposes.

Therefore, the Master finds,

I. The land which is the subject of the action of partition cannot be divided into several purparts without destroying the value of the same.

II. The value of the property as a whole is based primarily on the valuation fixed thereon by the parties themselves and that of the witnesses summoned, as well as upon inquiries made by the Master in and about the vicinity thereof and consultation with persons who have had more or less experience in the sale and purchase of farms in that vicinity, giving due consideration to the amount and extent of marketable timber on the property, as well as the possibilities involved in the coal.

A large proportion of the timber is available for mine timber and a small portion thereof used for saw timber. There is a ready market close by for mine timber.

The possible coal is at great depth and at the present time is not of any great tangible value.

The house, the barn and other outbuildings, with which the place is adequately supplied are in excellent condition, and have been kept in a good state of repair.

From the consideration of all the evidence available, and investigations conducted by the Master, it is the opinion of the Master that a fair market value of the premises as a whole is Forty-five Hundred ($4500.00) Dollars and the Master therefore finds:

2. The value of the premises described in the Bill and the subject of this partition proceedings, is Forty-five Hundred ($4500.00) Dollars.

All of which is respectfully submitted.

John J. Penty, Master in Partition

Now, March 31, 1937, No objections being filed within fifteen days said Report is confirmed absolute. W. R. Gallagher, Prothonotary

April 16, 1937, Stipulation and Agreement of Counsel Filed.

Now April 16, 1937, after agreement by counsel representing various parties in interest and it appearing that no bids were made to take the property which is the subject of the above proceeding at the appraised price or at any greater price it is hereby ordered and directed that John J. Penty, Master, in the foregoing proceeding in Equity, proceed to sell the premises, which is the subject of said petition proceedings, at public sale after due advertisement and notice

(Continued on Page 292)

February Term 1937

Bell & Silberblatt	R. Curtis Smith	Jan 8. 1937 Bill of Complaint 3 Copies Certs to Shff Wherein Your Orator is in need of Equitable relief and prays as follows. That the said Maxwell F. Smith
Jan 8	1	furnish to your Honorable Court a full and Complete accounting of the receipts and disbursements of said partnership of its assets and its Liabilities, since Aug 1926,
	Maxwell F. Smith	That the said Maxwell F. Smith be enjoined from transferring any of the assets of said partnership until further order of your Honorable Court,
Pro	2.50	That the said Maxwell F. Smith be
Shff	3.70	required to enter into a partnership agreement defining the rights and duties of each of said partners to the extent of their interest therein; and that said partnership be registered under the Fictitious Name act of the Commonwealth of Penna; and such other acts and duties performed as are required by the law of the Commonwealth of Penna,
		That the said Maxwell F. Smith be enjoined from the use of the funds of said partnership for his private purposes except such regular amount as may be agreed upon between said partners,
		Bell & Silberblatt, Attys for Pltff
		Jan 8. 1937 at 1:15, P. M. served within Bill in Equity on Maxwell F. Smith personally by handing to him at the office on Third Street, three true and attested Copies,
		So ans. Clarence H. Ammerman. Shff

Cont'd from Page 314 — E. Elizabeth Patter, Johnson W. Patter, etal — No 2 Sept. T. 1936

Receipt of Dudley G. Patter — I, Dudley G. Patter of Karthaus, Pa., do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Trustee for Johnson W. Patter et al, under Agreement executed Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditor's report — 144.35
16.75
16.38 — $ 167.48

Less advances as per Auditor's report — 1/6/36 — 15.00
5/5/36 — 20.00 — 35.00 — $ 132.48

Plus distributive share of net income received since Auditor's distribution as shown by statement of account — Schedule "A" — 18.59
151.07

Less advances: 11/4/34 — 15.00
6/15/37 — 30.00
6/24/37 — 40.00 — 85.00
$ 66.07

Bonds: $ 1000.00 par value Berlin City Electric Co., Inc 30 year 6½% Sinking Fund Debenture due Feb 1, 1959 with coupon due Aug 1, 1934 et seq. attached, Bond No. M 44424

Stocks: 1 share Armour & Co. of Del., 7% Guaranteed preferred, Cert. #NO 87981
1 " Atchison, Topeka & Santa Fe Ry Co., common, Cert. #A 485732
1 " Northern Pacific Railway Co., common, Cert. #C 368957
3 " Pennroad Corp. Voting Trust Certificate for common stock, Cert. #542219
1 " The Jacob Dold Packing Co., preferred, Certificate #8536
1 " National City Bank of N.Y., common, Cert. #CO 174026

I, Dudley G. Patter, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditor's report and hereby approve the account as stated. Dudley G. Patter

May Term 1937

Kelley & Johnston	Frank Tuotinsky	Feb. 25, 1937, Bill of Complaint filed. Wherein the Plaintiff having no adequate remedy at law in being desirous of proceeding in execution of his judgment, prays as follows; That the alleged deed from Tony Lenzowsky to Annie Lenzowsky and recorded in the Register and Recorder's Office in Deed Book Vol. 304, page 278 be decreed fraudulent, void and of no effect. That the Defendant Annie Lenzowsky, be decreed to execute a re-conveyance of real estate described herein to Tony Lenzowsky, the other Defendant. That the said Defendants be enjoined from executing any transfer or conveyance to third parties of any of the real estate mentioned in said alleged deed. General relief. And your petitioner will ever pray. Frank Tuotinsky
	1	
Feb. 25		
	Tony Lenzowsky alias Anthony Lynchosky alias Tony Lenczenski &	
Chase & Swoope	Annie Lenczenski, his wife	
	Pro 2.50	
	Shff 8.90	
	Pro .50	
Pelf Writ	13.28	
	Pro .50	
	Pro .50	
		Mar. 11, 1937 at 2:00 P.M. Served the within Bill of Complaint on Tony Lenzowsky, alias Anthony Lynchosky alias Tony Lenzowsky and Annie Lenzowsky, his wife, by handing to each of them at their home in Decatur Twp. true copy. So. Ans C. H. Ammerman, Shff.
		Mar. 20, 1937 By paper filed Chase & Swoope, Atty's enter their appearance for Annie Lenczenski.
		April 17, 1937 By paper filed Kelley & Johnston Atty's for Pelf. Consent to extend the time for filing Answer to Bill of Complaint until May 1, 1937
		April 17, 1937 Answer of Annie Lenczenski filed with service accepted by Copy Edward T. Kelley atty for Complainant
		July 14, 1937 Testimony Lodged. Hearing June 30, 1937
		July 15, 1937 Notice of Lodging Testimony filed
		Nov. 17, 1937 Request for Findings of Fact and Conclusions of Law by Edward T. Kelley & Wm. T. Davis Atty's for Pelf
		Nov. 17, 1937 Request for Findings of Fact and Conclusions of Law by Chase & Swoope and Oct. 13, 1937 Received copy and notice of filing same. Edward T. Kelley Atty for Complainant.
		Nov. 17, 1937 Opinion and Decree
		Now Nov. 17, 1937 the Court makes the following Decree. 1. The conveyance from Tony Lenkowski recorded May 5, 1936 in the office of the Recorder of Deeds of Clearfield County in Deed Book 304 Page 278, is hereby decreed fraudulent and of no effect. 2. The respondent, Annie Lenkowski, is hereby directed within thirty days of this decree becoming absolute, to make reconveyance of the real Estate described in said deed, to Tony Lenzowski, and the respondent, Tony Lenzowski, is directed to join in said conveyance with his wife. The said real estate is described as follows:-

All those two certain parcels, lots and parts of land, situate in the Township of Decatur, County of Clearfield and State of Pennsylvania. Bounded and described as follows:

Piece 1.- Being Lot No. 40 in the plan of lots in West Osceola, bounded on the West by Vine Alley and on the North by Lot No. 39; on the East by Chestnut Street and on the South by Lot No. 41; title to this piece of land became vested in the grantor therein, by deed from Joseph Minneweaser, et al, dated the 5th day of October A.D. 1912 and recorded in the office for the recording of Deeds for Clearfield County, at Clearfield, Penna., in Deed Book Vol. 195, Page 12, on the 7th day of October, A.D. 1912.

Piece of Plot No. 2, consisting of lots Nos. 7, 8, and 9 as laid out in the general plan of lots in West Osceola, situate in Decatur Township, County of Clearfield State of Penna. bounded and described as follows:

Beginning at a stake corner of Spruce and Second Streets, in Miller Addition of West Osceola; thence along said Spruce Street in a westerly direction 300 feet to a stake corner of an alley; thence along said alley 200 feet to stake corner of another alley; thence Eastwardly along said alley 300 feet to stake corner of Second Street; thence Southerly along said Second Street two 200 feet to stake and place of beginning. Having frontage on Spruce Street 300 feet and extending of the width in depth on the Westerly side of Second Street, a distance of 200 feet to said alley.

3. Pending such reconveyance the respondents are enjoined from executing any transfer or conveyance to third parties of the whole or any part of said real estate, and from making any incumbrances thereon.

4. Appropriate entries shall be made upon the records in the Prothonotary's office and the office of the Recorder of Deeds of Clearfield County of this decree, as provided by law upon request for the complainant.

5. The respondents shall pay the costs of this proceeding, including the cost of making and recording the reconveyance.

6. This Decree shall become absolute and an appropriate record to that effect made as of course by the Prothonotary, unless within ten days after the entry hereof exceptions have been taken thereto.

By the Court. W. Wallace Smith. P.J.

Jan. 3, 1938, Petition of Pltff. to Mark Deed Void and of No Effect, filed.

Now, January 3, 1938, upon consideration of the foregoing case, it is ordered, adjudged and decreed as follows: that the Register and Recorder void the index and mark on the margin of the deed from Tony Lenzowski to Annie Lenzowski, his wife, recorded in Deed Book No. 304, page 278, as follows: "This deed is fraudulent and of no effect, in conformity with the decree of Court to No. 1 May Term, 1937, Sitting in Equity. Decree dated Nov. 17, 1937, in the case of Frank Tousinsky vs Tony Lenzowski." Signed, Register & Recorder. Certified to by the Prothonotary.

By the Court, W. Wallace Smith, P.J.

Jan. 3, 1938, Certified to the Register & Recorder.

May Term 1937

Frank H. Smith Robt V. Maine	Harbison-Walker Refractories Company a Corp.		March 23. 1937 Bill in Equity for Interpleader. 3 Copies Cert. to each atty Your Orator prays as follows:- That the said Lettie Hummel, Carrie McNaul Harry R. Smith, and The Federal Land Bank may be decreed to interplead together and that it may be ascertained in such manner as the Court shall direct, to which of them the said
Mar 23	2		
H. Albert Rainey	Lettie Hummel, Carrie McNaul		sum of Three Hundred ($300.00) as of March 31, 1937, now due as royalties as well as all future
John M. Urey	Harry R. Smith, The Federal Land Bank of Baltimore, Maryland		royalties under the lease aforesaid, belong and ought be paid, That your Orator be at liberty to pay the said sum of money into Court, which is now due on account of royalties, and which sums may hereafter became due, until the
Brs	2.50		controversy is settled, which your Orator hereby
"	.50		agrees to do for the benefit of such of the
"	.50		parties as shall appear to be entitled thereto, That Lettie Hummel, Carrie McNaul, Harry R.
"			Smith and The Federal Land Bank of Baltimore
"	1.00		be enjoined from suing your Orator or taking
"	.50		any steps to Cancel said lease, or other
"	2.00		action in respect thereto, until the matters
"	1.50		herein set forth are adjudicated, That your Orator be granted such other and further relief as your Honorable Court may deem proper under the circumstances and facts as herein set forth, or as may develop in the trial of the issues hereby raised,
"	.50		
			Harbison-Walker Refractories Company Now. Mar 23. 1937 Service accepted by copy and Prothonotary is directed to enter my appearance for defendant. H. Albert Rainey, Atty for Deft Lettie Hummel and Carrie McNaul
			Now. March 23. 1937 Service accepted and the Prothonotary is directed to enter my appearance for Harry R. Smith and The Federal Land Bank of Baltimore, Maryland, two of the defendants John M. Urey atty for Harry R. Smith and The Federal Land Bank of Baltimore Clearfield Pa
			April 20. 1937 Answer of Harry R. Smith and The Federal Land Bank of Baltimore with service accepted and personal service waived April 20 1937 by Smith + Maine, Attys for Harbison-Walker Ref. Co. and H. Albert Rainey, atty for Lettie Hummel and Carrie McNaul.
			April 22. 1937 Answer of Lettie Hummel + Carrie McNaul to Complainants Bill in Equity.
			Now Apr 22. 1937 service accepted and personal service waived John M. Urey, Atty for Harry R. Smith and The Federal Land Bank of Baltimore + Smith + Maine, Attys for Harbison-Walker Refractories Co. Aff.

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June 22. 1937 Findings of Fact. Conclusions of Law and Decree of Court filed.

Now June 22. 1937 It is ordered and Decreed that Harbison-Walker Refractories Company shall retain in its possession and control the sums that are due on account of royalty as of June 30. 1937, in the sum of Three Hundred ($300.00) Dollars, and all sums that may become due hereafter until the Controversy hereinbefore outlined is finally adjudicated between the parties, and upon said final adjudication, it shall pay the royalties that are now due and payable, and which may hereafter become due and payable under the terms and provisions of said lease agreement, to the party or parties found to be entitled thereto, and upon such payment it shall be forever released and discharged from further payments on account of the payments so made; that said Harbison-Walker Refractories Company, in view of its willingness to now pay said funds, shall not be liable for any interest on any payments on account of not paying the same as and when they become due.

It is further Ordered and Decreed that Lettie Hummel, Carrie Mc Naul, Harry R. Smith, and The Federal Land Bank of Baltimore be, and they are hereby restrained and enjoined from instituting any proceedings or taking any action toward Collection of the royalties due now on account of said lease, or which may hereafter become due, or to forfeit the same, or do anything else that in any manner will interfere or jeopardize the grants, rights, releases and immunities of Harbison-Walker Refractories Company, under the terms and provisions of said lease, until the determination of this Controversy, and said Harbison-Walker Refractories Company is hereby authorized and empowered to exercise all its grants, rights, privileges and immunities under the terms and provisions of said lease, the same as if there was no Controversy in regard to the royalties due on account of said lease.

It is further Ordered and Decreed that an issue be framed, and an issue is hereby directed to be awarded to determine the respective rights of Lettie Hummel, Carrie Mc Naul, Harry R Smith and The Federal Land Bank of Baltimore, to the royalties and other income or emolments or benefits from said lease dated Dec. 15. 1901, hereinbefore referred to, in which said issue Harry Smith and The Federal Land Bank of Baltimore shall be plaintiffs, and Lettie Hummel and Carrie Mc Naul shall be defendants; subject to the Court's further orders directing said issue.

See Costs of this proceeding to the awarding of the issue shall be paid out of the royalties in the hands of Harbison-Walker Refractories Company now due or which may hereafter become due.

The Findings of Fact, Orders and Decrees herein made are made without prejudice to any rights or liabilities of the parties hereto, or any of them, other than as to the royalties that are found to be now due and which may hereafter become due.

This decree Nisi shall be made absolute without further order at the end of ten days if no exceptions are filed previously.

By the Court. N. Wallace Smith. P. J.

July 6. 1937 No exceptions filed Decree Absolute enter as per above order of Court. N. R. Gallagher Pro

Oct 4. 1937 Order of Court filed.

And Now, Oct 4 1937, the Court holds for the future determination whether this issue shall be tried as an action at law or an action at Equity and with this reservation, It is now Ordered and Decreed that Harry R Smith and The Federal Land Bank of Baltimore, Plffs, in said issue, shall within five days file a Plff pleading verified by affidavit, setting forth the facts constituting their claim for the royalties admitted to be due as of June 30. 1937, in the sum of Three Hundred ($300.00) Dollars and all sums that may become due thereafter for royalties which are the subject of said interpleader; that upon said plaintiff's pleading being so filed and served on Counsel for Lettie Hummel and Carrie Mc. Naul, the defendants in said issue shall file an answer thereto,

Continued from Page 181 F. H. Wrigton vs Morrisdale Supply Co

March 29. 1937 Petition of R. W. Wrigton for extension of Receivers powers filed by Boulton + Boulton Attys

Now March 29. 1937 the petition of R. W. Wrigton, Receiver presented. It is hereby Ordered and decreed that the appointment and services of R. W. Wrigton, Receiver of Morrisdale Supply Company be and they are hereby Continued for another period of six months beginning April 1. 1937 and ending Oct 1. 1937. with full power and authority to Conduct the business of Morrisdale Supply Co as granted under Decree of Oct 14. 1935. By the Court W. Wallace Smith P. J

Sept 27. 1937 Petition to F. H. Wrigton, Plff and surety.

Decree:- Now. Sept 27. 1937 upon Consideration of the within Petition, the Cost bond heretofore filed by the Plff. F. H. Wrigton with Aetna Casualty + Surety Company in the sum of $2,000, and with all renewals thereof, dated the 21st day of Sept. A.D. 1935, together he and is hereby discharged.

By the Court W. Wallace Smith P.J

Sept 27. 1937 Copy of Order Certified to Harold Boulton, Atty

Now Sept 30. 1937, Now. Sept 30. 1937 Petition of R. W. Wrigton, Receiver having been presented and considered, It is hereby ordered and decreed that the appointment and services of R. W. Wrigton, Receiver of Morrisdale Supply Company be and they are hereby continued for another period of six months, beginning Oct 1 1937, and ending April first, 1938, with full power and authority to Conduct the business of Morrisdale Supply Company as granted under Decree of Oct. 14. 1935. By the Court W. Wallace Smith, P.J.

Mar. 28. 1938 Petition to Continue Order

Now March 28. 1938. petition of R. W. Wrigton, Receiver, presented, and it is hereby ordered and decreed that the appointment and services of R. W. Wrigton Receiver of Morrisdale Supply Company be and they are hereby continued for another period of six months beginning April first, 1938, and ending October first. 1938, with full power and authority to conduct the business of Morrisdale Supply Company as granted under Decree of October 14. 1935

By the Court. W. Wallace Smith, P.J

Sept 26, 1938, Petition for Extension of Powers of Receiver filed by Boulton & Boulton, attys. for Plff.

Now, Sept 26, 1938, the within petition presented, read and considered, and thereupon the powers of Robert W. Wrigton, as Receiver, are extended for a further period of six months from Oct. 1, 1938.

By the Court, W. Wallace Smith, P.J

March 17. 1939 Petition of Robert W. Wrigton, Receiver filed.

Order. Now March 17. 1939, the within petition presented, read and considered, and H. J. Bigler Jr., and Palmer E. Weimer are appointed to forthwith appraise the merchandise inventory of the Morrisdale Supply Company in its store and premises at Morrisdale, Pa., and make return thereof to the Court; It is further ordered that notice of the presentation of this petition and that the Court will consider action and decree upon same on Thursday March 30. 1939, at ten o'clock, A.M. be given creditors.

By the Court, W. Wallace Smith P.J

March 17. 1939 Order certified to appraisers

March 30. 1939 Report of Appraisers filed - Total Inventory $10344.86

Order: Now March 30. 1939 the within petition presented read and considered, and thereupon Robert W. Wrigton, Receiver of Morrisdale Supply Company, is authorized to liquidate and sell the merchandise inventory of Morrisdale Supply Company at 10,344.86, and to surrender possession of the leased store premises at Morrisdale, Pa. to Morrisdale Land Company, the lessor. By the Court. W. Wallace Smith, P.J

March 30. 1939 Notice to W. J. Rotherauer, Collector of Internal Revenue of Hearing March 30. 1939

March 22. 1939 Served Copy of Notice of hearing on C. L. Smith, Secty to W. Eisele, Held of Bankrupt and Miscellaneous Taxes Division of Collector of Internal Revenue, at his office in City of Philadelphia Pa. ~~to~~ and William H. Duemler.

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Continued from Page 258, Herbert Wright vs Russell Wright

and John Wright Bartram, Defts. all parties to the said proceeding and parties at interest in and to the land described in the original Bill in Equity, to submit bids in writing to the Court for the purchase of the said lands, said bids to be presented to the Court on the 5th day of April, 1937, at 10 o'Clock, A.M. failing which, order will be made directing the Master to sell the said lands at public sale, under further orders of the Court. By the Court, W. Wallace Smith Now March 31, 1937 Service accepted and issuance of Rule waived. Crowe & Chaplin atty for Pet'g
Now March 30, 1937 Service of Motion of John J. Pentz, Master, accepted for John Wright Bartram by copy, and issue of Rule waived. John Scollins Atty for Deft.

Continued from Page 283, Herbert Wright vs Russell Wright No 8 Sept Term 1936.

according of all liens of the proceeds of said sale. to law in such cases made and provided. Said property to be sold free and clear and encumbrances and any encumbrances or liens in existence shall be paid out

It is also ordered and directed that said sale shall be held on the following terms:- 10% of the purchase price to be paid when the property is knocked down to the highest bidder at said public sale, and the balance to be paid on confirmation of said sale by the Court. By the Court, W. Wallace Smith, P.J.

May 24. 1937. Masters return of Sale filed: Now. May 24. 1937 within report presented and the same is Confirmed nisi and if no exceptions are filed thereto within four days. the same shall be confirmed absolute, and so entered by the Prothonotary of the Court of Common Pleas of Clearfield County. and further decree directing making executing and delivery of deed and disposition of the funds derived therefrom shall be made on application of the Master. By the Court W. Wallace Smith P.J.

May 24. 1937 By paper filed H. Wright. J. Ruth Sanderson. Nelle Nelson and Russell Wright, heirs of William B. Wright, waive the requirement of J. W. Sanderson depositing or putting up the share of the purchase money for the real estate in Bigler Township sold at partition sale on May 17. 1937. and agree that the said J. W. Sanderson may take Credit for the amount of their interest in said purchase money. filed by Arnold & Chaplin attys.

Now May 28 1937 No exceptions filed to Masters Return of Sale, same is Confirmed absolute. W. R. Gallagher Pro.

June 1. 1937 Petition of John J. Reutz. Master for permission to make Deed

Order:- Now June 1. 1937. Sale of the property the subject of the foregoing stated proceeding in Equity having been Confirmed Absolutely as of the 28th day of May 1937. on petition of John J. Reutz. Master, it is further ordered, adjudged and Decreed:- The said John J. Reutz. Master make and execute good and sufficient deed for the premises described in the original Bill in Equity, and deliver the same to the said J. W. Sanderson, purchaser, upon payment of the balance of purchase price the said J. W. Sanderson to be entitled to Credit on said purchase price for the share of Herbert Wright, Nellie Nelson and Russell Wright in and to the balance of the proceeds of said purchase price in accordance with waiver and stipulation in respect thereto filed herewith in said proceedings. Further, that the said Master file bond, with Surety to be approved by the Court in the amount of Two Thousand Dollars ($2000.00), Conditioned upon the application of the said purchase money in accordance with the laws of the Commonwealth of Pennsylvania and the direction of this Court; and further that the said Master proceed to distribute the said funds, first to the payment of Costs of this proceeding, Counsel fee for petitioner, Masters fee, and the balance thereof, to and among those entitled thereto, and to make return of said distribution to the Court on or before the first Monday of July, 1937. By the Court. W. Wallace Smith P.J.

June 1. 1937 Masters Bond in sum of $2000. as with Glens Falls Indemnity Company of Glens Falls N.Y. as Surety. approved By the Court. W. Wallace Smith P.J.

June 1. 1937 Petition of Master praying the Court to fix fee as Master

Now, June 1. 1937, Petition read and considered. It is thereupon ordered adjudged and Decreed that the said John J. Reutz. Master, shall be allocated a fee of $150.00 to be paid out of the proceeds of the said sale before destribution of the same. By the Court. W. Wallace Smith. P.J.

July 7. 1937 Destribution by John J. Reutz Master. filed as follows

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Distribution:-

To Amount of Cash paid as proceeds of Sale		$1185.00
To Costs paid as indicated by Return of Sale	128.02	
To Bond of Master, Swift-Kennedy Co.,	10.00	
To Revenue on Deed.	4.50	
To Taxes, Bigler Township. 1936	114.82	
Master's fee	150.00	
Attorneys for Petitioners	150.00	
Pearl M. Butler, testimony at hearing June 1. 1937	10.00	
Bill for expenses filed by Arnold + Chaplin	9.27	
Costs estimated. W. R. Gallagher	8.00	
		$584.61
Balance		$600.39

The aforesaid balance, to wit: $600.39 is allowed John Wright Bartram, Russell Wright, Herbert Wright, and Nellie Nelson having disclaimed any share of the proceeds of said sale in favor of J. W. Sanderson, the purchaser and allowing the said J. W. Sanderson to take credit for said three-fourth interest, Having found Ruth Sanderson entitled to no share in said real estate, said proceeds were divided into fourths, although it is to be noted Ruth Sanderson joined in the waiver of her interest in said estate with Russell Wright, Herbert Wright and Nellie Nelson.

Respectfully submitted. John J. Pentz, Master.

Now. July 6. 1937 within return and distribution filed and confirmed Nisi, and unless exceptions filed thereto within 15 days from the date hereof it is confirmed absolute. By the Court. W. Wallace Smith P.J.

July Exceptions to Masters Report and Distribution filed by Arnold + Chaplin attys for Herbert L. Wright, Nelle Nelson and J. Ruth Sanderson.

Now. July 16. 1937 service accepted by Copy. W. Albert Ramey. Atty for Russell Wright.

July 29. 1937 By paper filed Exceptions filed on behalf of Herbert L. Wright, Nelle Nelson and J. Ruth Sanderson are withdrawn

August, 19, 1937, Order of Court filed.

Now, August 19, 1937, the report and schedule of distribution of John J. Pentz, Master, having been confirmed Ni Si on July 6, 1937, and exception having been filed thereto by Arnold & Chaplin, attorneys for Ruth Wright Sanderson, et al, which said exceptions have been withdrawn, and it appearing that the time for filing any further exceptions has expired, said report and schedule of distribution is hereby confirmed absolutely.

Upon the completion of the distribution by the Master, as per the schedule of distribution filed and hereby confirmed absolutely, the said Master and his surety are discharged.

By the Court, W. Wallace Smith, P.J.

Oct 25 1937 Final Report of John J Pentz Master filed

Now Oct 25 1937, within Report filed and if correct as per returns heretofore made, Prothonotary directed to confirm report absolutely and issue order discharging Master and surety on bond. By the Court W. Wallace Smith P.J.

Now Oct 25. 1937 Confirmed Absolutely W. R. Gallagher. Pro.

Oct 25, 1937 Certificate Issued to John J. Pentz Master

May Term. 1937

Wm. C. Chase	Law Dock Sykes	April 19. 1937 Bill in Equity filed & Copies Ext Wherein Your Petitioner is in need of equitable relief and prays your Honorable Court as follows: To approve and confirm the final account of the the County National Bank of Clearfield and/or Joshua L. Foster, Receiver thereof annexed hereto and marked Exhibit "C". To discharge the County National Bank of Clearfield Pa. and/or Joshua L. Foster, Receiver thereof from any and all duties and liabilities arising out of the administration of the estate and of and from any responsibility for further administration thereof and to release any bond or other obligations filed to secure the faithful performance of its duties. To issue a decree That the said Trustee terminate and dissolve said Trust Agreement in accordance with the terms of the agreement entered into by all the parties in interest, a copy of which is hereto attached and marked Exhibit "B" and that Joshua L. Foster, Receiver retain the sum of Fifteen Hundred ($1500.)
	3	
	Clara S. Sykes, Walter Sykes Ruth Sykes F. C. Smith as Guardian of Ray Sykes. L. Blair Sykes Joshua L. Foster Receiver of the County National Bank of Clearfield, Pa., Trustee of the Estate of Law Dock Sykes: and George N. Taylor, Trustee ad litem	
Prs	2.50	Dollars out of the assets of said trust estate
"	.50	to be held in escrow for the payment of any
"	5.00	potential stock assessment on the fifteen shares
"	3.00	County National Bank of Clearfield Common stock
	1.00	owned by the Trust Estate
6/5/37 ct Cathy	12.00	To make an order authorizing and directing
Prs	8.00	the Trustee to liquidate all the Marketable
Pd. 6/24/37	$20.00	assets of the said Estate and to sell the same for
June 24, 1937, Recd of Co. Natl Bank costs in full - being $20.00. W. R. Gallagher		highest and best price obtainable at public or private sale or public market and to specify the minimum prices for which said securities are to be sold,
1-19-38 for Recpts Prs By Co. Natl Bank	3.00	To make an order authorizing and directing Joshua L. Foster, Receiver of the County National Bank of Clearfield, Trustee, to charge off as valueless the fifteen (15) shares stock of the County National Bank of Clearfield carried on the books of said Bank at a value of Six Thousand ($6000.) Dollars,
		To authorize the Receiver to pay from the proceeds of the sale of the Marketable assets of this Trust fees and expenses in connection with the liquidation and distribution of the said estate and Commissions to the Trustee which were not set out in the First and Final Account attached to the Bill in Equity and Marked Exhibit "C"
		To make such further order as justice and Equity may require
		Law Dock Sykes.

1932 April 26. 1937 Petition for Guardian ad litem filed by Wm. C. Chaseatty
And Now April 19. 1937 upon Consideration of the within Motion, It is ordered and decreed that Geo. W. Naylor is appointed trustee ad litem for all Contingent interests and the interests of unborn persons and the issue or potential issue of Clara S. Sykes and Law Dock Sykes under the terms of a certain trust indenture dated the 16th day of December 1926 between Law Dock Sykes, Clara S. Sykes and the County National Bank of Clearfield and it is directed that said trustee be made a party to proceedings in said Estate and a copy of all process be served upon said trustee. By the Court W. Wallace Smith P.J. Apr 26. 1937 Order Cert. to Geo. W. Naylor.

Statement of Account — The County National Bank of Clearfield, Trustee for Law Dock Sykes and Clara S. Sykes under agreement executed Dec. 16, 1926.

Principal Account: The Accountant charges itself with items received from H. B. Powell, Ex. and Trustee of the est. of Benjamin Sykes, being Law Dock Sykes distributive share in said estate as follows:

1932 Jun. 20	$5000 Canadian Northern Rwy. Co. 6½'s of 1946	5,025.00	
	Accrued interest 1/1 to 3/30/32	80.03	
	$1000 Gov. Philippine Is. 5½% of 1941	1,000.00	
	Accrued int. 2/1 to 3/30/32	9.01	
	$1000 Westphila United Electric Power Corp. 6's of 1953	200.00	
	Accrued Int. 1/1 to 3/30/32	14.83	
	15 shares Co. Natl Bank of Clfd. stock	6,000.00	
		12,328.87	
Jun. 17	Est. Benj. Sykes - share cash distribution	80.12	
		12,408.99	

Income Account

The Accountant charges itself as follows:

1932 Jun. 3	Est. Benj. Sykes - distributive share of income recd. since filing acct.	46.25	
Jun. 23	Canadian Northern Rwy. Co. - Coupons due 7/1/32	162.50	
	Less accrued int. appraised	80.03	82.47
Jun. 23	Westphila United Elec. Pwr. Co. - Cpns. due 7/1/32	30.00	
	Less accrued int. appraised	14.83	15.17
Jul. 11	Co. Natl Bank of Clfd. - Dividend		75.00
Jul. 26	Govt. of Phillipine Is. Cpns. due 8/1/32	27.50	
	Less accrued int. appraised	9.01	18.49
Oct. 1	Co. Natl Bank of Clfd. - Dividend		75.00
Dec. 29	Canadian Northern Rwy. Co. - Cpns. due 1/1/33		162.50
Dec. 29	Westphila United Elec. Pwr. Corp. - Cpns. due 1/1/33		30.00
Dec. 31	Co. Natl Bank of Clfd. - Dividend		75.00
1933 Jan. 30	Govt. Philippine Is. - Cpns. due 2/1/33		27.50
Jun. 27	Canadian Northern Rwy. Co. - Cpns. due 7/1/33		162.50
Aug. 2	Gov. Philippine Is. - Cpns. due 8/1/33		27.50
1934 Jan. 8	Canadian Northern Rwy. Co. - Cpns. due 1/1/34		162.50
Jan. 30	Govt. Philippine Islands - Cpns. due 2/1/34		27.50
Mar. 17	Co. Natl Bank at Clfd. - Proceeds Westphila United Electric Power 6% Bond - Cpns.		15.74
Jun. 30	Canadian Northern Rwy. Co. - Cpns. due 7/1/34		162.50
Aug. 4	Govt. Philippine Islands - Cpns. due 8/1/34		27.50
Dec. 31	Canadian Northern Rwy. Co. - Cpns. due 1/1/35		162.50
1935 Feb. 15	Govt. Philippine Islands - Cpns. due 2/1/35		27.50
Apr. 9	Speyer & Co. - 55 Reichmarks recd. in partial settlement of 70% of Westphila United Elec. Pwr. Co. cpns. due 1/1/34		1.00
1935 May 2	Speyer & Co. - 30% cash recd. in partial settlement of Westphila United Electric Power Corp. - Cpns. due 1/1/34		9.56
Jun. 29	Canadian Northern Rwy. Co. - Cpns. due 7/1/35		162.50
Jul. 31	Govt. Philippine Islands - Cpns. due 8/1/35		27.50
Dec. 31	Canadian Northern Rwy. Co. - Cpns. due 1/1/36		162.50
1936 Feb. 1	Govt. Philippine Is. - Cpns. due 2/1/36		27.50
Jun. 30	Canadian Northern Rwy. Co. - Cpns. due 7/1/36		162.50
Sep. 1	Govt. Philippine Is. - Cpns. due 8/1/36		27.50
1937 Jan. 4	Canadian Northern Rwy. Co. - Cpns. due 1/1/37		162.50
Feb. 13	Govt. Philippine Is. - Cpns. due 2/1/37		27.50
			2,163.68

The Accountant credits itself as follows:

1932 May 28	Law D. Sykes - advance on income acct.	46.25
Jul. 1	Law D. Sykes - Adv. mo. income for Jul. & Aug.	113.36
Aug. 2	Law D. Sykes - " " " " Sep. 1932	25.00
Sep. 1	Law D. Sykes - bal. mo. income payable this date	31.68
Oct. 1	Law D. Sykes - Adv. mo. income payable this date	56.66
Nov. 1	Law D. Sykes - Adv. mo. income payable this date	56.68
Nov. 12	Law D. Sykes - Adv. on acct. income payable 12/1/32	25.00
Dec. 1	Law D. Sykes - Bal. mo. income payable this date	31.64
Dec. 31	Law D. Sykes - Adv. mo. income " 1/1/33	56.68
1935 Jan. 25	Reserve acct. for taxes - Pd. 4 mill personal property tax for 1933	19.59
Feb. 1	Law D. Sykes - Adv. mo. income payable	56.68
Mar. 1	Law D. Sykes - " " " "	56.68
Apr. 3	Law D. Sykes - " " " "	56.68
May 1	Law D. Sykes - " " " "	26.66
Jun. 1	Law D. Sykes - " " " "	26.66
Jun. 30	Law D. Sykes - " " " " 7/1/33	26.66
Jul. 15	Law D. Sykes - Adv. on acct. income	25.00
Aug. 31	Law D. Sykes - Income payable 9/1/33 $26.68; bal. income payable 8/1/33 $1.66	28.34
Sep. 30	Law D. Sykes - Income payable 10/1/33	26.68
Oct. 31	Law D. Sykes - Adv. mo. income payable 11/1/33	26.68
Nov. 30	Law D. Sykes - " " " " 12/1/33	26.68
Dec. 30	Law D. Sykes - " " " " 1/1/34	26.68
1934 Jan. 30	Law D. Sykes - " " " " 2/1/34	26.68
Feb. 27	Law D. Sykes - " " " " 3/1/34	26.68
Mar. 6	Law D. Sykes - Adv. on acct. payable 4/1/34	15.00
Mar. 15	Law D. Sykes - " " " " 4/1/34	10.00
Mar. 29	Law D. Sykes - Bal. mo. income payable 4/1/34	1.64
Apr. 4	Law D. Sykes - Adv. on acct. income payable 5/1/34	12.00
Apr. 28	Law D. Sykes - Bal. mo. acct. payable 5/1/34	14.66
May 25	Law D. Sykes - Adv. mo. income payable 6/1/34	26.68

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Continued from Page 295 - Law Dock Sykes -vs- Clara S Sykes, etal No 3 May T. 1937

1934			1936		
Jun 29	J F Hastings-Acct Law D Sykes as per order dated 5/23/34 and to be deducted from income payable to Law D Sykes	28.00	Jan 3	Law D Sykes-adv on acct income for support	79.00
Jun 29	Law D Sykes-on account income Federal tax on vouchers 7/1/34 to 6/29/34	.62	Jan 18	Res Acct Taxes-Pa mill personal prop tax for 1936	24.60
Jul 30	Law D Sykes-Adv mo income payable 8/1/34	21.20	Feb 1	Law D Sykes-Adv on acct income for support	26.00
Aug 29	Law D Sykes- " " " " 9/1/34	21.20	Feb 13	Law D Sykes- " " " " " "	10.00
Sep 8	Reserve acct for taxes-Pa 4 mill personal property tax for 1934	21.20	Mar 7	Law D Sykes- " " " " " "	20.00
Sep 26	Law D Sykes-Adv mo income payable 10/1/34	28.20	Mar 10	Res Acct for Taxes-1 mill per prop tax for 1936	6.48
Oct 25	Law D Sykes- " " " " 9/1/34	28.20	Mar 13	Law D Sykes-Adv on acct of income for support	5.00
Nov 26	Law D Sykes- " " " " 12/1/34	28.20	Mar 23	Law D Sykes- " " " " " " "	5.00
Dec 21	Law D Sykes- " " " " 1/1/35	28.20	Apr 11	Law D Sykes- " " " " " " "	50.00
1935 Jan 14	Law D Sykes-Adv on acct mo income payable 2/1/35	18.00	Jun 30	Law D Sykes- " " " " " " "	60.00
Jan 23	Law D Sykes-bal income payable 2/1/35	10.18	Jul 13	Law D Sykes- " " " " " " "	20.00
Feb 1	Law D Sykes-Adv on acct income payable 3/1/35	5.00	Aug 3	Law D Sykes- " " " " " " "	10.00
Feb 8	Law D Sykes- " " " " " 3/1/35	5.00	Sep 4	Law D Sykes- " " " " " " "	30.00
Feb 15	Law D Sykes- " " " " " 3/1/35	5.00	Nov 2	Law D Sykes- " " " " " " "	25.00
Feb 20	Law D Sykes-on acct income for support	18.20	Dec 12	Law D Sykes- " " " " " " "	14.00
Mar 1	Law D Sykes- " " " " "	25.00	1937 Jan 4	Wm C Chase, atty-Amt of assign dated 12/30/36	125.00
Mar 9	Law D Sykes- " " " " "	5.00	Jan 4	Law D Sykes-Adv on acct income for support	16.10
Mar 14	Res Acct for Taxes-Pa mill personal prop tax 1935	24.47	Jan 8	Law D Sykes- " " " " " "	10.00
Mar 15	Law D Sykes-on acct income for support	5.00	Feb 1	Law D Sykes- " " " " " "	25.00
Mar 21	Law D Sykes- " " " " "	5.00	Feb 13	Law D Sykes- " " " " " "	5.00
Mar 29	Law D Sykes- " " " " "	5.00	Feb 15	Res Acct for Taxes-Pa 4 mill pers prop tax for 1937;	26.47
Jun 11	Law D Sykes- " " " " "	10.00		Clfd Co-Pa 4 mill pers prop tax for 1937; less 5% 2.515	57.62
Jul 1	Law D Sykes-Income for support as terms of agreement	112.91	Feb 23	Law D Sykes-Adv on Acct income for support	100.00
Aug 2	Law D Sykes- " " " " " "	26.12			2,304.84
Oct 31	Law D Sykes-Adv on acct income for support	30.00			
Nov 8	Law D Sykes- " " " " " "	10.00			
Dec 19	Law D Sykes- " " " " " "	35.00			

Summary:

Principal Account Debits	12,408.99	
Principal Account Credits	000.00	12,408.99
Income Account Debits	2,163.68	
Income Account Credits	2,304.84	141.16
		12,267.83

Assets in Hands of Trustee Making Up

Principal Account Balance of 12,408.99

Bonds:

5000 Canadian Northern Ry Co 6½'s of 1946	5,025.00	
1000 Govt Philippine Islands 5½'s of 1941	1000.00	
1000 Westphalia United Elec Pwr Corp 6's of 53	1,000.00	
Stocks:		
15 shares Cl Natl Bank of Clfd	6000.00	
Cash:		
Cash Balance	183.99	12,408.99

Assets		12,408.99
Income Account Overdrawn		
Cash Overdraft	142.16	
55 Reichmarks	1.00	141.16
		12,267.83

May 10, 1937, Motion for Judgment Pro Confesso and Order of Court filed:

Now, May 10, 1937, comes William C. Chase, and moves the court for judgment pro confesso, it appearing of record that all parties in interest have been served with process in accordance with law and no appearances having been entered by any of the said parties within 15 days thereafter William C Chase, Atty for Plff.

Judgment Pro Confesso

W R Gallagher, Prothonotary

Now, May 10, 1937, it appearing that service of process in conformity with law has been made upon all parties in interest in the above matter and that all interests in said estate have been represented in the action, judgment pro confesso is directed against the defendants and it is hereby ordered, adjudged and decreed as follows:

The final account of the County National Bank of Clearfield

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and/or Joshua L. Foster, Receiver thereof, is hereby confirmed.

The County National Bank of Clearfield and/or Joshua L. Foster, Receiver, is hereby discharged from any and all duties and liabilities arising out of the administration of the said estate and of and from any liability for further administration and is hereby released from any bond or other obligation filed to secure the various performances of its duties.

Joshua L. Foster, Receiver, is hereby authorized and directed to liquidate all the marketable assets of the said estate and to sell the same for the highest and best price obtainable at public or private sale at public market.

The said Trust Estate is hereby terminated and dissolved and Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa., is ordered and directed to distribute the proceeds of said estate after the costs of this suit and expenses of administration are paid in the following manner: That Joshua L. Foster, Receiver, retain the sum of Fifteen Hundred ($1500) Dollars out of the assets of said trust estate to be held in escrow for the payment of any potential stock assessment on the fifteen (15) shares County National Bank of Clearfield, common stock, owned by the Trust Estate; and the balance of said sum of Fifteen Hundred ($1500) Dollars, after any stock assessment may be levied against the same for the 15 shares of County National Bank of Clearfield stock held by the Trust Estate, shall be distributed in the same percentages mentioned hereinafter; and the balance of the Estate, One-half (1/2) to Law Dock Sykes and one-sixth (1/6) each to Walter Sykes, Ruth Sykes and F. C. Smith, Guardian of the estate of Ray Sykes.

Joshua L. Foster, Receiver, is hereby authorized and directed to charge off as valueless the fifteen (15) shares of stock of the County National Bank of Clearfield carried on the books of said bank at the value of Six Thousand ($6.000) Dollars.

Upon distribution of the assets of said estate in accordance with this Order and Decree all duties, responsibilities and liabilities of the said County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof, shall immediately cease. By the Court, W. Wallace Smith, P.J.

June 24, 1937, Supplemental Statement of Accounts and Receipts filed

Receipt of Joshua L. Foster — Received from Joshua L. Foster, Receiver of the County National Bank of Clearfield, Trustee for Law D. Sykes and Clara S. Sykes under Agreement executed Dec. 16, 1926, the following item: Cash in the amount of $1500.00. To be held in escrow for the payment of any potential stock assessment on 15 shares County National Bank of Clearfield, common stock, owned by the Trust Estate, as per Order of Court dated 5/10/37. Joshua L. Foster, Receiver of the County National Bank of Clearfield.

Receipt of Law Dock Sykes —

Know all men by these presents that I, Law Dock Sykes of Clearfield, Pa. do hereby acknowledge that I have this day had and received of and from Joshua L. Foster, Receiver of the County National Bank of Clearfield, Trustee under Agreement executed Dec. 16, 1926, the sum of $2,493.06 and 5.5 German Reichmarks in full satisfaction and payment of my distributive share of funds as set out in Supplemental Statement of Account, a copy of said account having been delivered and is hereby approved by me, and distribution hereby made is in accordance with an Agreement executed on Feb. 24, 1937, and Order of the Common Pleas Court made May 10, 1937.

And therefore I, the said Law Dock Sykes, do by these presents remise, release, quit-claim and forever discharge the said Joshua L. Foster, Receiver and/or The County National Bank of Clearfield, their successors or assigns of and from any and all duties and liabilities arising out of the administration

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No. 2 Feb. T. 1932

Contd. from Page 53-Cuzwensville Water Co. vs Cuzwensville Chamber of Commerce—

May 14, 1937, Proof of Advertising, filing and sending notices to parties interested, filed.
April 12, 1937, Final Report and Account of C. O. Nassie, Clair Neff & Geo. M. Shaffer, filed.
Your Receivers report to the Court that their duties have been largely a matter of carrying out the terms of an agreement, approved by this Court, by which the assets of the defendant were sold to Erdman Hosiery Mills, a corporation, or to their nominees.
Under the terms of said sale, and based upon the Auditor's report to the Court thereon, the labor claims amounted to $9,048.04 advisory The material claims amounted to $28,678.46, and the general claims amounted to $23,530.51.
In addition thereto the Special Master's fees and costs were $308.70.

The account of the Receivers follows:—

Debits

Date	Payment by	Amount
1/12/32	Erdman Hosiery Mills	85.05
4/16/32	" " "	347.91
3/30/32	" " "	995.82
5/21/32	" " "	347.91
5/23/32	" " "	347.91
7/29/32	" " "	715.82
9/29/32	" " "	695.82
9/28/32	" " "	707.91
1/31/33	" " "	1159.58
3/31/33	" " "	1159.58
5/27/33	" " "	1159.58
7/28/33	" " "	1159.58
9/30/33	" " "	1379.79
11/28/33	" " "	1159.58
1/29/34	" " "	1222.08
3/31/34	" " "	1222.08
5/31/34	" " "	1222.08
7/31/34	" " "	1222.08
9/29/34	" " "	1222.08
11/30/34	" " "	1222.08
1/31/35	" " "	1279.58
3/29/35	" " "	1279.58
5/28/35	" " "	1279.58
7/31/35	" " "	1279.58
9/30/35	" " "	1279.58
11/30/35	" " "	1279.58
1/31/36	" " "	1332.08
3/3/36	" " "	1332.08
5/29/36	" " "	1332.08
7/31/36	" " "	1332.08
9/29/36	" " "	1332.08
11/9/36	" " "	42635.84
		$75,728.04

Date	For	Check No.	Misc.	Amount on Claims
4/1/32	Int. on claim	4	8.25	
4/1/32	on a/c wages	70		1040.75
5/28/32	" " "	71/114		653.72
7/29/32	" " "	115/158		749.42
9/30/32	" " "	159/198		675.51
11/28/32	" " "	199/237		729.54
11/28/32	Tax on checks		2.18	
1/31/33	on a/c wages	238/276		1121.46
3/31/33	" " "	277/315		1181.22
5/27/33	" " "	316/355		1154.43
5/30/33	Tax on checks		2.24	
7/29/33	on a/c wages	356/397		1167.55
9/30/33	" " "	398/436		715.48
9/30/33	Int. wages		540.43	
9/30/33	J. M. Usey	437	117.00	
9/30/33	Tax on checks		2.06	
11/30/33	Tax on checks		.70	
11/30/33	Bank Charge		1.40	
11/30/33	on a/c Material Ch.	438/472		1148.32
11/30/33	Int. on " "		16.73	
2/1/34	on a/c. " "	473/490		1170.11
2/1/34	Bank Charge		.69	
3/31/34	on a/c. Mat. Ch.	491/505		1252.09
5/31/34	" " " "	506/578		1255.40
5/31/34	Bank Chg.		.24	
7/24/34	" "		.80	
7/31/34	On a/c Material	519/533		1192.65
9/30/34	Bank Chg.		.36	
10/1/34	On a/c material	534/547		1189.65
10/22/34	Bank Chg.		.33	
11/30/34	On a/c material	548/560		1247.29
11/30/34	Bank Charge		.30	
11/30/34	Bank "		.94	
1-31-35	on a/c material	561/573		1298.56
3-30-35	" " "	574/586		1266.28
3-30-35	Bank chg.		.80	
5-28-35	on a/c material	587/599		1274.86
5-28-35	Bank chg.		.18	
7-31-35	on a/c material	600/612		1270.33
9-30-35	" " "			1253.35
10-1-35	Bank chg.		.44	
10-1-35	" "		.51	
11-30-35	on a/c material	626/638		1297.24
1-31-36	" " "	639/648		1311.65
3-31-36	" " "	649/653		1298.52
5-30-36	" " "	654/658		1365.82
7-31-36	" " "	659/663		1371.05
9-29-36	" " "	664		1363.14
11-9-36	In full on Claims	1		
11-9-36	4 dft. on Claims		12,699.08	29,232.72
11-9-36	Additional Claims			704.04
			$13,775.89	61,952.15

The Receivers claim credit as follows:

Credits

Date	For	Check No.	Misc.	Amount on Claims
1/12/32	Stamps	1	1.50	
3/23/32	Stamps	2	3.00	
9/23/32	J. M. Usey	3	308.70	
4/1/32	J. M. Usey (Aro.)	67	67.00	

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As set forth in the foregoing summary labor claims to the extent $9,048.04 have been paid, the same being as follows:

L. F. Bartell	4.00
H. G. Bell	108.40
Frank Bennett	291.00
Clyde Bennett	18.15
Paul Bickford	172.80
Floyd Borget	24.50
Roy Borget	25.00
Willard Brown	65.30
Albert Cassidy	94.95
William Coulter	9.75
F. H. Conklin	91.35
John A. Dale	26.00
Frank Duttry	339.30
Curtis Devore	83.50
Lloyd Duttry	39.30
Orvis Duttry	83.40
Harry Fisher	69.00
Alex Frankhouser	80.50
Frank Frantz	178.50
Walter S. Fullerton	279.30
H. M. Frye	108.00
Dorse W. Hamilton	108.18
Frank A. Hatley	71.36
W. H. Haddock	229.25
Frank Hadden	277.00
Alex Hatley	116.25
William F. Hatley	82.00
Wayne Holton	117.25
E. P. Holt	62.21
I. H. Hoover	275.20
Alton Hummel	86.00
Dewey Hummel	45.60
George Jones	7.00
C. Victor Kirk	19.75
Vern Long	6.29
Henry Marshall	15.90
Jack Mallon	139.10
Hugh Mallon	104.88
Dominick Mastrak	19.25
Percy Mausey	28.85
George Mayersky	181.68
Ansley Meckley	58.80
James E. Millison	491.00
Frank McLaughlin	116.60
James F. McLaughlin	100.00
Clair J. Neff	379.05
Thomas Neff	5.40
Joe Orlando	186.55
Henry Passeralli	169.75
Dewey Passeralli	45.98
A. A. Passeralli	169.75
R. C. Peoples	60.00
E. E. Post	5.40
Joe Ponco	71.55
A. C. Radet	111.82
Harry Rhodes	43.65
Kenneth Robeson	198.30
Elmer Rowles	163.35
R. A. Russel	16.00
George M. Shaffer	202.50
Harry Shaffer	79.20
Ruth A. Shearer	68.37
Lloyd Swatsworth	18.90
Ed. Tennon	136.85
Gabriel Tkacik	29.40
Joe Vano	38.40
Abe Whitaker	60.55
Clair Whitaker	64.35
M. C. Winslow	251.60
Kenneth Wright	41.85
South Side Garage	6.00
C. O. Norris	42.00
Harry G. Gates	200.00
J. Thomas Dale	860.20
	$9,048.04

The said claims being liquidated by the Auditor in the foregoing proceedings. Likewise claims for materials and supplies liquidated by the Auditor were paid as follows:

Albestene Stone Company	93.75
Ames Iron Works	182.00
Bennington Electric Company	31.46
Bruning Bros	5.00
Burn Boston Battery Works	21.60
Bushnell Machinery Co	332.00
Clearfield Hardware Co	2100.00
Curwensville Furniture Co	12.00
Clearfield Machine Co	172.18
Cassidy Coal Company	28.40
Clearfield Millwork & Lumber Co	34.56
Curwensville Water Co	944.90
Curwensville Heating & Plumbing Co	189.39
Electric Supply Co	2211.15
E. M. Fullington's Sons	202.20
Gates Hardware Co	4384.07
Gearhart Lumber & Supply Co	1847.88
Glocklet, Bernard	55.00
Griffith, Custer Steel Co	3306.60
Grinnell Company	1051.36
E. Keelet Co	3046.18
North American Refractories Co	333.66
T. B. London	6.00
Lynn Coal Co., R. N. Lynn	1612.65
Merit Dyeing Co	2500.00
Sandri-Lezzer Lumber Co	2441.51
The Sims Co	260.00

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Taylor Instrument Co		3.51
Tkacik, Gabriel		14.79
Whitaker Hardware Co		361.03
Warren, Webster & Company		236.50
Zitomac Mfg Co		41.71
Star Sprinkler Corp		255.34
Sampson Electric Co		27.03
Truscon Steel Co		332.85
		$ 28,678.46

Likewise general claims, liquidated by the Auditor have been paid as follows:

Associated Gas & Electric System,	bill rendered	249.48
Bartell Bros	bill rendered	111.52
Bell Telephone Co	" "	77.48
Bonsall Chevrolet Co	" "	8.42
Batts Motor Co	" "	21.27
C. O. Morris & Co	" "	344.32
Fred P. Robison	" "	81.35
Rosabaugh Agency	" "	35.00
T & R T Hay	" "	14.25
J. Thomas Dale	" "	487.04
Harry G. Gates	" "	125.00
Kurtz Bros	" "	29.15
Mrs Grace Adams	Payment on subscription	20.00
F. P. Alexander	" " "	25.00
Clair Ammerman	" " "	70.00
S. D. Ammerman	" " "	30.00
Joseph F. Bartell	" " "	300.00
L. F. Bartell	" " "	25.00
William Batt	" " "	100.00
Anthony Bellmore	" " "	300.00
Freeman Bellone	" " "	100.00
Ralph Bennett	" " "	50.00
Angelo Bennetts	" " "	100.00
Catherine Berdine	" " "	17.50
Harry Bilger	" " "	100.00
H. A. Blair	" " "	35.00
O. L. Bloom	" " "	100.00
Ansel Bloom	" " "	30.00
Bloom's Cash Market	" " "	200.00
Montoe Bloom	" " "	35.00
A. G. Bonsall	" " "	10.00
Mrs. Walter Bowman	" " "	25.00
S. P. Bressler	" " "	200.00
Marguerite Brunetti	" " "	17.50
Clearfield Progress	" " "	100.00
Alex Collins	" " "	30.00
John C. Commetti	" " "	100.00
Ellis H. Cook	" " "	10.00
A. B. Crissey	" " "	30.00
Samuel Cruikshank	" " "	10.00
John A. Dale	" " "	100.00
William L. Dale	" " "	100.00
Frank Daniels	" " "	200.00
Asch Davidson	" " "	100.00
Curtis Deode	" " "	100.00
D. A. Dotts	Payment on subscription	100.00
Charles Eckert	" " "	10.00
Olive Eckert	" " "	20.00
Electric Supply Co	" " "	210.77
Mrs. E. S. Ehard	" " "	100.00
Anthony P. Ferigo	" " "	100.00
Joseph C. Ferigo	" " "	100.00
Harry S. Fisher	" " "	50.00
J. T. Fowler	" " "	20.00
Alex Frankhouser	" " "	43.05
Miles T. Fullerton	" " "	200.00
Walter Fullerton	" " "	16.66
H. M. Frye	" " "	100.00
P. T. Grande	" " "	50.00
Eduardo Guglielmo	" " "	50.00
Hagerty Baking Co.	" " "	100.00
Anthony Hile	" " "	100.00
Droge K. Hamilton	" " "	20.00
Dean L. Hile	" " "	20.00
William R. Hile	" " "	35.00
Joseph A. Hipps	" " "	100.00
E. P. Holt	" " "	500.00
G. E. Homan	" " "	100.00
Mrs. Charles Hooven	" " "	10.00
Alton Hummel	" " "	100.00
Naomi Irwin	" " "	17.50
Nota Johnson	" " "	17.50
T. R. Johnson	" " "	100.00
Clifford Kelly	" " "	100.00
Jane Kephart	" " "	17.50
A. M. Kirk & Son	" " "	10.00
Knights of Pythias	" " "	1400.00
Peter Klusak	" " "	100.00
Freda Kolbe	" " "	17.50
Eli M. Korb	" " "	12.00
Kurtz Bros	" " "	300.00
Michael Kovach	" " "	200.00
John Kunzic	" " "	90.00
James Leach	" " "	30.00
R. H. Lininger	" " "	200.00
Jack Mallon	" " "	100.00
Jos. J. Matta	" " "	5.00
Nota Maxwell	" " "	17.50
Aletha May	" " "	100.00
Josephine Mayersky	" " "	17.50
Milford Milligan	" " "	30.00
Don D. Miller	" " "	200.00
Foster Michaels	" " "	25.00
James Millison	" " "	100.00
Tavish MacTavish	" " "	100.00
M. E. McCue	" " "	10.00
Sara McFadden	" " "	35.00
Desmond McLaughlin	" " "	35.00
Mrs. J. J. McLaughlin	" " "	200.00
Willard McNaul	" " "	30.00

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Clair J. Neff	Payment on subscription	50.00
Pete O'Laughlin	" " "	100.00
Mike Patella	" " "	100.00
Mrs. Eva Passmore	" " "	10.00
Elsie Patterson	" " "	17.50
Raymond Patterson	" " "	35.00
Hilda Passatelli	" " "	50.00
John Pifer	" " "	100.00
A. G. Radet	" " "	20.00
Rescue Hose & Ladder	" " "	100.00
C. J. Rhea	" " "	35.00
Sylvia Ann Robison	" " "	250.00
Avanell Robison	" " "	17.50
Boyd Robison	" " "	15.00
Paul G. Robison	" " "	200.00
Fred P. Robison	" " "	100.00
Angeline Rubbe	" " "	17.50
Byron Shaw	" " "	35.00
Frederick Shaffer	" " "	35.00
Mae E. Shively	" " "	100.00
M. L. Silberblatt	" " "	25.00
Lee Smith	" " "	35.00
Oliver F. Smith	" " "	100.00
L. W. Spencer	Payment on Subscription	198.75
George Straw, Jr.	" " "	10.00
A. E. Swanson	" " "	10.00
Stella Swatsworth	" " "	17.50
John T. Kacik	" " "	200.00
H. J. Thompson	" " "	5000.00
H. V. Thompson	" " "	10.00
Mrs. H. A. Thompson	" " "	25.00
Edna E. Way	" " "	100.00
Wolf, Edmiston Co.	" " "	50.00
Abe Witaker	" " "	75.00
Lewis B. Williams	" " "	100.00
S. F. Williams	" " "	100.00
James Volpe	" " "	30.00
Premo Yacabucci	" " "	30.00
Curwensville Natl Bank, note due Mar. 6, 1932		5300.00
Curwensville Natl Bank, note due 1/1/32		500.00
		$ 23,530.51

The costs of the Master's investigation, report and the general costs are paid as appears on the face of the record.

John C. Arnold, Attorney for the Receivet, certifies that no sum is due him, it having been paid by private arrangement with the purchaset. This report is hereby respectfully submitted. C. O. Norris, George M. Shaffer, Clair J. Neff.

May 14, 1937, Order confirming Receiver's Account filed.

Now, May 10, 1937, the first and final account of C. O. Norris, Clair Neff and George M. Shaffer, Receivers in this case, having been filed on May 10, 1937 in the office of the Prothonotary of Clearfield County and due notice thereof having been given by said Receivers 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 and directed that said account be, and the same hereby is confirmed, and distributions thereunder made are satifed there being no essential facts in dispute as shown by the record. By the Court, W. Wallace Smith, P. J.

June 15, 1937 Petition and order of Court to make Deed.

And Now June 7, 1937 petition presented read and considered and it appearing that the said Erdman Hosiery Mills have fully carried out its contract to purchase from the Receivers of the Curwensville Chamber of Commerce said real estate owned by said Curwensville Chamber of Commerce, and that the account of said Receivers showing that the same has been confirmed absolutely, and upon so doing be and are hereby discharged and bond and sureties released.

It is ordered and directed that the said Receivers make, execute and deliver to the Erdman Hosiery Mills a deed for the following described real estate, together with the buildings erected thereon, to wit;

All that Certain lot or piece of land situate in the Borough of Curwensville, Clearfield County, Pa. bounded and described as follows:-

Cont'd from Page 223 – Co. Natl. Bank vs Elizabeth Patter, et al – No. 6 Feb't. 1936

June 7, 1937 Motion for Judgment O.t.o. Confesso and Order of Court filed
Now, June 8, 1937, comes plaintiff by his counsel and moves the Court for judgment o.t.o. confesso and assigns therefor the reason that although more than 30 days have elapsed since the service of process against the said defendants, no answer has been filed by the said defendants or any one of them. Edw. J. Thompson, Atty. for Plff

Judgment O.t.o. Confesso

Now, June 8, 1937, upon consideration of the within motion, it is ordered adjudged and decreed as follows:
That the account of Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. as filed herein is approved and confirmed by the Court. That The County National Bank of Clearfield, Pa. and/or Joshua L. Foster, Receiver thereof is discharged from all the duties, responsibilities, and liabilities of the said trust and any bond or other obligation posted to secure the faithful performance of the same is hereby released.
Except as hereinafter modified, Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to distribute all monies and properties of the said estate in accordance with the report of audit of Harold Boulton, Auditor in No. 2 Sept. T. 1936 in Equity in the Court of Common Pleas of Clearfield County, which said report of audit and distribution of property and assets of the said estate as contained therein was confirmed nisi October 21, 1936 and absolutely thereafter in accordance with the rules of court. That the said Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is directed specifically, however, in this proceeding to distribute certain of the properties of the said estate as follows:
(a) To O. W. Anderson, 42 shares of the common stock of the County National Bank of Clearfield, Pa. to be held by the said O. W. Anderson pending the liquidation of the affairs of the said County National Bank of Clearfield, Pa.
(b) To the County National Bank at Clearfield, Pa. all mortgages and participations therein to the County National Bank at Clearfield, Pa. as successor trustee for the retention and custody of the said mortgages and participations.
O. W. Anderson is hereby appointed successor trustee in the above matter for the purpose of receiving and retaining 42 shares of the common stock of the County National Bank of Clearfield, Pa. pending the liquidation of the affairs of the said bank and thereafter to distribute any proceeds of the said stock in accordance with further orders of court,
The County National Bank at Clearfield, Pa. is hereby appointed successor trustee in the above matter for the purpose of receiving and retaining all mortgage participations, as herein below set forth, and the liquidation of the same and distribution of the proceeds thereof.

Mortgages:–	Participation in Francis C. & Mrs. Caroline Shillenn Mtge	$ 1,500.00
	" " W. C. Goss Mortgage	1,900.00
	" " Edward Earl Smith Mortgage	5,000.00
	" " Daniel Lefflet Mortgage	4,000.00
	" " J. Bruce Meyer Mortgage	2,000.00
	" " Chas. Edw. Williams et ux Mortgage	266.66 $ 14,666.66

Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa. is authorized and directed to pay to Edward J. Thompson, counsel in the above matter, the sum of $75.00 for counsel fees in connection with orders of court herein and discharge of fiduciary, in addition to sums previously accounted for. By the Court, W. Wallace Smith, P.J.

June 7, 1937, Motion to join as a Party Defendant and Order of Court filed.

Now, June 8, 1937, upon consideration of the within motion, it is ordered, adjudged and decreed as follows:

That the County National Bank at Clearfield, Pa., and the County National Bank at Clearfield, Pa., successor trustee of the Estate of W. B. Patter, is hereby made a party defendant in the above entitled action with the same force and effect as if it had been originally served with process and named in the proceedings as originally instituted and in the same manner and to the same effect as the other parties named in the said action. By the Court, W. Wallace Smith, P.J.

Continued from Page 282 #7 Sept T. 1932 Jean Snyder Croan vs John Snyder

and account receipts and disbursements of rent

June 14. 1937 Petition of Reff praying the Court to determine the persons entitled to receive funds

June 14. 1937 It is ordered that this account be filed and that a period of thirty days be allowed for the filing of exceptions thereto; if not filed within that time, then the same shall be presented for confirmation
W. Wallace Smith. P.J.

June 30. 1937 Exceptions to Masters Report filed by L.D. McCall. atty.

July 9. 1937 Masters Report filed by Carl A Belin

Now. July 6. 1937 Authority is hereby given for the Master to return $1891.14 for further distribution. By the Court. W. Wallace Smith P.J.

to be disposed later.

July 9. 1937 Exceptions to Masters Report filed by Robt R. Snyder

July 9. 1937 Pet to withhold distribution July 8. 1937 On Motion of Ira Hurwick & M.L. Silberblatt, Esq It is ordered that the Master in Partition Carl A. Belin withhold distribution of funds in his hands to the heirs of Jacob Snyder in accordance with his report filed on the 6th day of July 1937. until the accounting for rents is finally adjudicated
W. Wallace Smith. P. J.

Order:- Now July 6. 1937. The Masters Report having been presented this day and also certain exceptions thereto, and a petition having also been presented to the Court to withhold a part of the funds due to the Complainants in the Bill, and it appearing that there are various Creditors of the parties whose Claims have been fully determined and not involved in the matters excepted to, which should not be delayed pending determination thereof, it is therefore ordered that the Masters report be Confirmed nisi this day so far as it Concerns matters not involved in said exceptions and the petition, said nisi confirmation to be followed by Confirmation absolute if no further exceptions are filed within four days. The prayer of the petition for the withholding of payment of funds to the Complainants is granted pending the disposition of the exceptions, and also pending disposition of the matter of the accounting recently filed in this Cause proceeding and the exceptions now being filed thereto. By the Court.
W. Wallace Smith P.J.

July 13. 1937 Exceptions to rent Account filed by Jean Snyder Croan et al with service accepted July 8. 1937 by L.D. McCall. atty for Reff

July 30, 1937, Opinion filed

Now, July 30, 1937, in accordance with opinion herewith, the exceptions filed by the complainants to the Master's Report making distribution of the funds are dismissed, and the award of $750.00 to Carl A. Belin, master, as fees, and of $50.00 to Betty Betts for stenographic services, is approved and confirmed.

In accordance with the stipulation filed, the exceptions filed by Robert R. Snyder are dismissed, and the Master's Report in respect of the claim of the Peoples Pittsburgh Trust Co is hereby amended to provide for the award of the following amount:

Net Award	$3,631.01
Costs, Clearfield County	10.60
Costs, Elk County	2.50
Total award	$3,644.11

By the Court, W. Wallace Smith, P.J.

Now July 30, 1937, exception noted and bill sealed to the complainants, Jean Snyder Croan, et al. By the Court
W. Wallace Smith, P.J.

Continued from Page 171 Clarence Rio vs Rocco Greco

June 18. 1937 Motion to withdraw proceedings from Auditor filed by John C. Forsyth Atty. and Stipulations as to Assets and Calculation filed

June 18. 1937 Adjudication, filed (Statement of Pleadings. Issues. Findings of Fact. Discussion. Conclusions of Law)

Decree:- The following decree nisi is hereby suggested to effect the foregoing findings of the Court, to become final and absolute if no exceptions are filed within ten days as required by the Equity Rules; the same to be entered by the Prothonotary as of course in the event of no such exceptions being filed.

Now. June 18. 1937. in accordance with Findings of Fact and Law duly made and filed, the Court hereby makes a Decree of adjudication of this case as follows:-

① That the Peff. Clarence Rio, shall pay the costs of these proceedings, including the costs of the Auditor, said Costs amounting to the total of $161.10

② That the Peff. Clarence Rio, shall make payment to Harry Mc Claren of the sum of $116.96 owing him, and shall file receipt in full in this proceeding for said claim.

③ That the Peff Clarence Rio, shall pay to the defendant, Rocco Greco, the sum of $456.54 and a Judgment shall be entered and indexed against the said Plaintiff and in favor of said defendant for that amount, with interest from this date.

④ That the Peff. Clarence Rio, shall reconvey to the defendant, free of encumbrances the one-half interest in the hotel premises in Tyler previously conveyed by the defendant to the Plaintiff.

⑤ That the special Receiver shall pay the mine payrolls and other expense items applicable to the mining during April and May of 1935, and the costs of said special receivership, and shall make equal divisions of any balance remaining in his hands between the plaintiff and defendant. Any balance so due to the Peff. shall be paid by him to the defendant in liquidation of the indebtedness due from the Plaintiff to the defendant as decreed herein, unless the same shall be required to pay any balance of costs, in which event the special Receiver shall pay the same to W. R. Gallagher, Prothonotary of this Court.

⑥ That the said partnership has been terminated, and all of the rights and liabilities of either party to the other, arising therefrom, have been determined in this proceeding and reduced to the items provided for herein.

⑦ That each of the acts and payments required by this decree, except the payment of the balance determined to be owing by the plaintiff to the defendant as hereinabove set forth, shall be completed and made within thirty days from the date of this decree.

By the Court. W. Wallace Smith P.J.

Judgment against Clarence Rio $456.54

Interest from June 18. 1937

W. R Gallagher Pro

Now July 17-1937 Read from Ross Lentz. atty for Clarence Rio the sum of Five Hundred Twenty Eight and 79/100 Dollars the amount of the above judgment and one half of Balance due from DeTullio. Also Rec'd and filed writ in Hold Property at Tyler - Dated July 9th 1937 Executed by Sheriff & his wife and Deed dated this day recorded

John C Forsyth
Atty for defendants

July 17. 1937 Receipt from H. W. Mc Clarren filed as follows

July 12. 1937 Received from Clarence J. Rio the sum of $116.96 for tipple which I have constructed at the No. 6 Coal Mine, in Tyler, Penna. Payment in full.

H. W. Mc Clarren.

Continued from Page 301 Curwensville Water Co vs Curwensville Chamber of Commerce

from a post grantor and the so-called Shirt Factory plot, running thence 1 South 46 deg 30 minutes east 420.6 feet to a post and Corner; thence 2 north 43 deg. 30 min. east 72 feet to a post and corner; thence 3 north 70 deg. 41 minutes West 97 feet to a post and Corner; thence 4 north 19 deg 19 min. east 454 feet to a post and Corner; thence 5 north 71 deg. 31 Min. West 150.5 feet to a post and Corner; thence 6 south 44 deg 57 Min. West 384.6 feet to the pont and place of beginning. Containing 2.48 acres of land.

Beginning at a pont on the north side of Meadow Street, being 27 ft east forming the southern end of boundry line between the property of the

Subject, however, to the right and reservation to the grantor to erect and forever maintain under and through said premises, a sewer or drain in the Course which the same is now in epitence and at any time to replace the same, or to erect upon said premises a new sewer or drain in the same Course or along a Course mutually agreeable to the parties, without any Compensation therefor. But the grantor shall in its operations do as little damage as may be to the grantee property and shall promptly restore said property to the Condetion it was in before said operations

Being the same premises which Sheffield Farms Co. Inc. by deed dated Sept 16. 1931, recorded in Deed Book No. 300, Page 364, Conveyed to C. O. Norris, Receiver of Curwensville Chamber of Commerce

By the Court V. Wallace Smith P.J.

Cont'd from Page 309 – Law Dack Sykes vs Clara L. Sykes, etal No. 3 May Term, 1937

Schedule of Distribution

Principal Account

1937
June 22 To balance for distribution $ 7,087.19

" 22 To Joshua L. Fastet, Recvr of Co. Natl Bank of Clfd. Funds to be held in escrow for the payment of any potential stock assessment on 15 shares Co. Natl Bank of Clfd, common stock, owned by the Trust Est as per Order of Court dated 5/10/37

Balance for distribution 1,500.00

$ 5,587.19

To be distributed as per Order of Court dated 5/10/37 as follows:

To Law Dack Sykes – Share 1/2 of $ 5,587.19 = $ 2,793.59

The above amount paid as follows:

May 14, 1937	100.00
June 5, 1937	100.00
June 18, 1937	50.00
June 22, 1937	2,493.06
June 22, 1937, Reimbursement to Income Acct for over advancement	50.53
	2,793.59

To Walter Sykes – Share 1/6 of $ 5,587.19 931.20

To Ruth Sykes – Share 1/6 of $ 5,587.19 931.20

To F. C. Smith, Gdn. of Est. of Ray Sykes – Share 1/6 of $ 5,587.19 931.20

To Wm. C. Chase, Agent and/or Trustee for Law Dack Sykes, Walter Sykes, Ruth Sykes, & F. C. Smith, Gdn. of Est. of Ray Sykes as per Article of Agreement dated June 22, 1937 – 15 shares Co. Natl Bank of Clfd, common stock 000.00 $ 5,587.19

Income Account

To balance for distribution (represented by 55 German Reichmarks) 1.00

1937
Jun. 22 To Law Dack Sykes – 55 German Reichmarks 1.00

Jan. 25, 1938, Receipt of Law Dack Sykes filed.

I, Law Dack Sykes, of Harrisburg, Pa., do hereby acknowledge that I have received from Joshua L. Fastet, Recevr of the County National Bank of Clearfield, the sum of $ 750.00 in full satisfaction and payment of my distributive share, being a one-half interest, in $ 1500.00 which was retained June 22, 1937, and held in escrow for the payment of any potential stock assessment on 15 shares of County National Bank of Clearfield, common stock, owned by Law D. Sykes' Trust Est., County Natl Bank of Clearfield was acting as Trustee, said $ 1500.00 retained in accordance with Order of Court dated May 10, 1937.

Therefore, I, Law Dack Sykes, do release, quit-claim and forever discharge the said Joshua L. Fastet, Recevr of County National Bank of Clearfield, their successors or assigns from any and all duties and liabilities arising out of the administration of said Estate.

Signed and sealed on January 20, 1938. Law Dack Sykes

Jan. 25, 1938, Receipt of Ray Sykes filed.

I, Ray Sykes of Ridgway, Pa., do hereby acknowledge that I have received from Joshua L. Fastet, Recevr of the County National Bank of Clearfield, the sum of $ 250.00 in full satisfaction and payment of my distributive share, being a one-sixth interest in $ 1500.00 which was retained June 22, 1937 and held in escrow for any potential stock assessment on 15 shares of County National Bank of Clearfield, common stock owned by Law D. Sykes' Trust Estate for which County Natl Bank was acting as Trustee, said $ 1500.00 retained by Order of Court dated May 10, 1937.

Therefore, I, Ray Sykes, do release, quit-claim and forever discharge the said Joshua L. Fastet, Recevr of County National Bank of Clearfield, their successors or assigns, from any and all duties and liabilities arising out of the administration of said Estate.

Signed and sealed on Jan. 22, 1938. Ray Sykes

Jan. 25, 1938, Receipt of Ruth Sykes Millet filed.

I, Ruth Sykes Millet of St. Marys, Pa., do hereby acknowledge that I have received from Joshua L. Fastet, Recevr of the County National Bank of Clearfield, the sum of $ 250.00 in full satisfaction and payment of my distributive share,

Continued on Page 333

Cont'd from Page 297 - Law Dack Sykes vs Clara L. Sykes, et al - No. 3 May T. 1937

	of said Estate and from any and all duties and liabilities arising out of the administration thereof and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal June 22, 1937. Law Dack Sykes	
Receipt of Ridgway, Pa.; quit-claim Natl Bank of Clearfield, duties and liabilities any responsibility for the further accounts, actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal on June 22, 1937.	Walter Sykes — Know all men by these presents that I, Walter Sykes of do hereby acknowledge that I have this day had and received of and from Joshua L. Foster, Receiver of The County Natl Bank of Clearfield, Trustee under Agreement executed Dec. 16, 1926, the sum of $31.20 in full satisfaction and payment of my distributive share of funds as set out in Supplemental Statement of Account, a copy of said account having been delivered and is hereby approved by me, and distribution hereby made is in accordance with an Agreement executed Feb. 24, 1937, and Order of the Common Pleas Court of Clearfield County, Pa. made May 10, 1937. And therefore I, the said Walter Sykes, do by these presents remise, release, and forever discharge the said Joshua L. Foster, Receiver and/or The County Natl Bank of Clearfield, their successors or assigns of and from any and all duties and liabilities arising out of the administration of said Estate and from any responsibility for the further administration thereof and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal on June 22, 1937. Walter Sykes	
Receipt of Ridgway, Pa. do hereby quit-claim Natl Bank of Clearfield, duties and liabilities arising out of the further administration thereof and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal on June 22, 1937.	Ruth Sykes — Know all men by these presents that I, Ruth Sykes of Ridgway acknowledge that I have this day had and received of and from Joshua L. Foster, Receiver of the County Natl Bank of Clearfield, Trustee under Agreement executed Dec. 16, 1926, the sum of $31.20 in full satisfaction and payment of my distributive share of funds as set out in Supplemental statement of account, a copy of said account having been delivered and is hereby approved by me, the distribution hereby made is in accordance with an Agreement executed Feb. 24, 1937, and Order of Common Pleas Court of Clearfield County, Pa. made May 10, 1937. And therefore I, the said Ruth Sykes, do by these presents remise, release, and forever discharge the said Joshua L. Foster, Receiver and/or The County Natl Bank of Clearfield, their successors or assigns of and from any and all duties and liabilities arising out of the administration of said Estate and from any responsibility for the further administration thereof and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal on June 22, 1937. Ruth Sykes	
Receipt of F. C. Smith, Guardian of Ray Sykes quit-claim and forever discharge Clearfield, their successors or assigns of the administration of said Estate and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, for or by reason thereof, or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal on June 22, 1937.	F. C. Smith, Guardian of Ray Sykes — Know all men by these presents that I, F. C. Smith, Guardian of Ray Sykes of Ridgway, Pa., do hereby acknowledge that I have this day had and received of and from Joshua L. Foster, Recvr of the Co. Natl Bank of Clearfield, Trustee under Agreement dated Dec. 16, 1926, the sum of $31.20 in full satisfaction and payment of my distributive share of funds as set out in Supplemental Statement of account, a copy of said account having been delivered and is hereby approved by me, and distribution hereby made is in accordance with an Agreement executed Feb. 24, 1937, and Order of the Common Pleas Court of Clearfield County, made May 10, 1937. And therefore I, the said F. C. Smith, Guardian of Ray Sykes do by these presents remise, release, quit-claim and forever discharge the said Joshua L. Foster, Recvr and/or County Natl Bank of Clearfield, their successors or assigns of and from any and all duties and liabilities arising out of the administration of said Estate and from any responsibility for the further administration thereof and of and from all actions, suits, payments, accounts, reckonings, claims and demands whatsoever, or of any other act, matter, cause or thing whatsoever. In witness whereof, I have hereunto set my hand and seal on June 22, 1937. F. C. Smith, Guardian of Ray Sykes	

Continued on Page 309

Receipt of William C. Chase, Agent for Law D. Sykes, Walter Sykes, Ruth Sykes and F. C. Smith, Guardian of Estate of Ray Sykes.

Received from Joshua L. Foster, Receiver of The County National Bank of Clearfield, Trustee for Law D. Sykes and Clara S. Sykes under Agreement executed Dec. 16, 1936, the following assets: Certificate No. 1260 for 15 shares The County National Bank of Clearfield, common stock.

The above Certificate to be held in escrow in accordance with the terms of an Article of Agreement executed June 22, 1937, by and between Law D. Sykes, Walter Sykes, Ruth Sykes and F. C. Smith, Guardian of the Estate of Ray Sykes, parties of the first part, and William C. Chase, party of the second part.

William C. Chase, Agent for Law D. Sykes, et al

Supplemental Statement of Account

Supplemental Statement of Income received, disbursements made, Changes in Investments and Distribution of assets since filing previous statement of acct.

Principal Account:

The Accountant charges itself:

Remaining assets as shown by previous statement of account filed in this case.		
Bonds:		
$5,000 Canadian Northern Ryy Co. 6½'s of 1946		$5,025.00
1,000 Gov. Philippine Islands 5½'s of 1941		1,000.00
1,000 Westphalia United Electric Power Corp		200.00
Stocks:		
15 shares Co. Natl Bank of Clearfield		6,000.00
Cash:		
Cash balance		183.99
		12,408.99
Gains by Sale and Conversion of Assets:		
1937 June 8 Proceeds sale $5000 par value Canadian N. Ryy 6½'s Bonds due 7/1/46 @ 123 5/8	6,181.25	
Less service charge	1.00	
Postage & Insurance	.85	6,179.40
Appraised value		5,025.00
		1,154.40
June 8 Proceeds sale $1000 par value Westphalia United Electric Power 6% bond due 11/1/53 @ 21¼ flat	212.50	
Less service charge	1.00	
tax	.40	1.40
		211.10
Appraised value	200.00	11.10
June 8 Proceeds sale $1000 par value Gov. of the Philippine Islands 5½% bond due 8/1/41 @ 109½	1095.00	
Less service charge	1.00	
	1094.00	
Appraised value	1000.00	94.00
		1,259.50
		13,668.49

The Accountant credits itself:

1937 Apr. 30. T. J. Valentine, Shff. Elk Co. - to service writ of Bill in Equity of this case		7.40
Jun. 19 County Natl Bank of Clfd. - Reimbursement for telegrams to and from Wash. D.C.	2.60	
Telephone call to Wash, D.C. 3/20/37 535		7.95
West Union Telegram to and from Wash., D.C.		2.03

Continued on Page 307

H. R. Gallagher, Pro - To costs due in Equity case filed to this number	12.00	
Filing Supplemental & Distribution Acct	8.00	20.00
H. R. Strong - use of car & exp. two trips to Philipsburg; 1 trip from Harrisburg to Mechanicsburg & reimbursement for telegrams recd. & sent from Harrisburg in regard to Estate		10.50
Edw. J. Thompson, Atty - fee for services passing on acct for Recvt, etc		35.00
Geo. H. Gaylor, fee for services as Trustee ad litem		15.00
Co. Natl Bank of Clfd - 5% comm. on 7,668.49 Corpus		383.42
Wm. C. Chase, Atty - fee for services to Estate		100.00
Charge off; 15 shares of Co. Natl Bank of Clfd stock as per o. of C. dated May 10, 1937		6,000.00
To balance for distribution		7,087.19
		13,668.49

Income Account:

The Accountant charges itself:

Remaining assets as shown by previous statement of acct filed in this case		1.00
55 Reichmarks		1.00
Cash overdrawn	142.16	141.16

Income received:

1937 June 8 Co. Natl Bank at Clfd - Accrd. int. to 6/3/37 on $5000.00 par value Canadian Northern Ryy Co. 6½% bonds sold		140.83
June 8 Co. Natl Bank at Clfd - Proceeds $50 Westphalia United Electric Power 6% Bond Coupons @ 33½ flat		50.25
Jun. 8 Co. Natl Bank at Clfd - Accrd. Int. to 6/3/37 on $1000.00 par value Gov. of the Philippine Islands 5½% bond sold		19.25
Jun. 22 Reimbursement from Law D. Sykes share Principal distribution overpayment of income (see distribution account)	50.53	260.86
		119.70

The Accountant credits itself:

Jun. 19, 1937 Co. Natl Bank of Clfd - 5% com. on $2163.68 income collected as shown by statement of acct filed to this number 108. 18; 5% com. 10.51		
on $210.33 income collected since previous statement	118.70	
To bal. for distribution (55 German Reichmarks)	1.00	119.70

September Term 1937

Chase + Swoope	Joseph Lomire + Clara Lomire		June 28. 1937 Bill of Complaint filed Wherein your petitioner prays!- That the defendant be restrained preliminarily to the hearing and finally thereafter from trespassing upon said premises, from cutting, removing and destroying tree growth and tree life Such other and further relief as the need may require.
June 28	1		Josephine Lomire + Clara Lomire June 28. 1937 Affidavits of P. S. Lomire and
Pro By Atty		2.50	John M. Hill filed
Pro		1.75	June 28. 1937 Injunction Bond in sum of
"		50	500.00 filed with P. S. Lomire. Surety.
Shff		10.90	June 28. 1937 Whereas Joseph Lomire and Clara Lomire, having entered security as in the sum directed by the Court, It is ordered and decreed that the said Henry Hill Deft. is directed to immediately abate the nuisance alleged to exist in said complaint from trespassing upon the premises and from cutting, removing and destroying tree growth and tree life and removing timber growth now upon the premises referred to in the Bill of Complaint that has been manufactured or in the process of manufacturing until dissolutions of this order upon hearing had. It is further ordered that hearing upon dissolution or Continuance of injunction to be heard on the 3rd day of July 1937 at 10.00 A. M. It is further ordered and directed that personal service of the Bill of Complaint and of this order be made upon the said defendant Henry Hill By the Court. H. Wallace Smith J. J. June 28. 1937 Injunction issued to Shff July 3. 1937 Preliminary Answer to Bill of Complaint with service accepted by Copy Chase + Swoope. Attys for Defs July 3. 1937 Case Continued for a period of two weeks from this date. By the Court H. Wallace Smith June 29. 1937 at 12:45 P. M. Served the within Writ of Injunction upon Henry Hill by handing to him personally at his home in Beccaria Township a true copy of the original, together with a certified copy of the Defts statement and made known the contents thereof. So ans Clarence H. Ammerman Shff

September Term 1937

Arnold & Chaplin	John Alexander, a minor, by his father and next friend James L. Alexander	July 8. 1937 Plaintiffs Bill in Equity Wherein the Pltff needs equitable relief and prays, That an injunction issue, preliminary at first and to be permanent after hearing had, requiring the said Hannah Haley to exhibit said written instrument to James L. Alexander for and on behalf of his minor son, John Alexander and to permit him to make such copies of the same or photographs thereof as he desires, and to enjoin her the said Hannah Haley from destroying or mutilating said paper, being the paper alleged to have been executed by Jane Alexander, now deceased shortly before her death on Dec, 24. 1929, and relating to and providing for various matters concerning the destribution of her property
July 8.	2	That an injunction issue preliminary now and to be made permanent after hearing had, enjoining the Union Banking + Trust Company of DuBois Pa. from permitting any person or persons from removing or destroying the said written instrument alleged to be executed by Jane Alexander shortly before her death on Dec 24, 1929, said writing providing for various matters Concering the destribution of the property of Jane Alexander upon her death, which said paper is in the Custody of the Union Banking + Trust Company or in a safe deposit box in the vaults of the Union Banking + Trust Company, and restraining the Union Banking + Trust Co. from allowing the said writing to leave its possession and restraining the said Trust Company from permitting the same to be removed from any safe deposit box in the vaults of the said Union Banking + Trust Company, except to exhibit same to James L. Alexander or his attorney.
	Hannah Haley + Union Banking + Trust Company of DuBois Pa	Arnold + Chaplin Attys for Pltff
Pro 2.50		July 8. 1937 Injunction affidavits of James L. Alexander + Andrew Alexander filed
" 1.75		July 8 1937 Bond in sum of 100.00 with James L. Alexander. John Weir + Dra S. Kline as Sureties
" 50		filed and approved By the Court. H. Wallace Smith. P.J
		And Now. July 8. 1937 It is ordered and decreed That Hannah Haley be and is hereby preliminarily enjoined and restrained from destroying or mutilating said paper, being the paper alleged to have been executed by Jane Alexander, now deceased shortly before her death on Dec. 24. 1929, and relating to and providing for various matters concerning the destribution of her property, and requiring the said Hannah Haley to exhibit said written instrument to James L. Alexander for and on behalf of his minor son, John Alexander, and to permit him to make such copies of the same or photographs thereof as he desires,

That the Union Banking + Trust Company of Du Bois, Pa, a Corporation, its officers, agents, servants and employees, are hereby preliminarily enjoined and restrained from permitting any person or persons from removing or destroying the aforesaid written instrument alleged to be executed by Jane Alexander shortly before her death on Dec. 24. 1929. said writing providing for various matters concerning the distribution of the property of Jane Alexander upon her death, which said paper is in the custody of the Union Banking + Trust Company or in a safe deposit box in the vaults of the Union Banking + Trust Company, and restraining the Union Banking + Trust Company from allowing the said writing to leave its possession, and restraining the said Trust Company from permitting the same to be removed from any safe deposit box in the Vaults of the said Union Banking + Trust Company, except to exhibit same to James L. Alexander or his attorney.

This injunction shall be dissolved unless a motion be made to Continue the same on or before the 12th day of July. A.D. 1937.

By the Court. H. Wallace Smith. P.J.

July 8 1937 Injunction Issued to Sheriff.

July 9, 1937 at 3:30 P.M. Served writ of Injunction upon Hannah Haley, by handing to her personally at her home 630 S. Brady St., Du Bois, Pa., a true copy of the same with a certified copy of the Plaintiff's Statement and made known to her the contents thereof. July 9, 1937, at 11:30 A.M. served writ of Injunction on Union Banking + Trust Co by handing a true copy of same together with a certified copy of Plaintiff's Statement to M. H. Hartzfeld, President of Bank, at the Bank in DuBois, Pa., and made known to him the contents thereof. So Answers,

Clarence H. Ammerman, Sheriff.

And Now July 12. 1937 By agreement of Counsel, Injunction continued in full force and effect till Monday July 19. 1937. at ten A. M. at which time testimony to be taken in question of whether injunction shall ~~remain~~ be in effect.

By the Court. H. Wallace Smith. P.J.

July 17, 1937, Answer of Union Banking + Trust Co. of Du Bois, Pa, to Plff's Bill filed
July 19, 1937, Service accepted. Arnold + Chaplin, Attys for Plff.
July 17, 1937, Answer of Hannah Haley to Plff's Bill, filed by Pentz + Pentz
July 19, 1937, Service accepted. Arnold + Chaplin, Attys for Plff.
July 17, 1937, Motion that Bill be dismissed and that injunction be dissolved insofar as the Union Banking + Trust Co, of Du Bois is concerned filed by Pentz + Pentz.
July 19, 1937, Service accepted. Arnold + Chaplin, attys for Plffs.
July 17, 1937, Motion that Bill be dismissed and that injunction be dissolved insofar as Hannah Haley is concerned, filed by Pentz + Pentz, Attys.
July 19, 1937, Service accepted. Arnold + Chaplin, Attys for Plff.
Oct 21 1937 Testimony Lodged. Hearing Aug 3 1937 before H. Wallace Smith P.J.
Oct 23 1937 Notice of Lodging Testimony filed

Cont'd from Page 321- Re: E. Elizabeth Patter, Johnson H. Patter, et al - No. 2 Sept. T. 1936

Stocks: 1 share Armour & Co. of Del. 7% Guaranteed preferred, Certificate #NO 87982
1 " Harbison-Walker Ref. Co., preferred, Cert. # P.O. 2621
3 " Pennroad Corp. Voting Trust Cert. for common stock, Cert. # 542220
1 " The Jacob Dold Packing Co., preferred, Cert. #8537
5 " Titans-Lux Corp., common, Cert. # 28810

I, Mary Patter Anderson, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditor's report and hereby approve the account as stated. Mary Patter Anderson

5. Receipt of George R. Patter - I, George R. Patter, of Karthaus, Pa., do hereby acknowledge that I have this day had and received from Joshua L. Foster, Receiver of the County Natl. Bank of Clearfield, Pa., Trustee for Johnson H. Patter, et al, under Agreement executed Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditor's report $144.35
12.65
16.38 173.38

Distributive share of net income received since Auditor's distribution as shown by statement of account Schedule "A" 20.84 $194.22

Bonds: $1000.00 par value Berlin City Electric Co., Inc. 30 year 6½% Sinking Fund Debenture ~~dated~~ due Feb. 1, 1959 with coupon due Aug. 1, 1934, et seq. attached, Bond No. M 4426.

Stocks: 1 share Armour & Co. of Del. 7% Guaranteed preferred, Cert. No. NO 87983
3 " Pennroad Corp. Voting Trust Certificate for common stock Cert. No. 542221
1 " Jacob Dold Packing Co., preferred, Cert. #8538
5 " Titans-Lux Corporation, common, Cert. #28811
1 " Harbison Walker Ref. Co., preferred, Cert. # P02622

I, George R. Patter, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditor's report and hereby approve the account as stated. George R. Patter (Oct. 26, 1937)

6. Receipt of Otto Watson Anderson, Admr. c.t.a. of Grace O. Patter Decd. Est.

I, Otto Watson Anderson of Rockville, Md., Admr. c.t.a. of Grace O. Patter Est., do hereby acknowledge that I have had and received from Joshua L. Foster, Receiver of the County Natl. Bank of Clearfield, Pa., Trustee for Johnson H. Patter, et al, under Agreement executed Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditor's report 144.35
12.65
16.38 173.38

Distributive share of net income received since Auditor's report as shown by statement of account marked Schedule "A" 20.84 $194.22

Bond: $1000.00 par value Berlin City Electric Co., Inc. 30 year 6½% Sinking Fund Debenture due Feb. 1, 1959 with coupon due Aug. 1, 1934 et seq. attached, Bond No. M 4428.

Stocks: 1 share Armour & Co. of Del. 7% Guaranteed preferred, Cert. No. NO 88015
3 " Pennroad Corp. Voting Trust Certificate for common stock, Cert. # 542222
1 " The Jacob Dold Packing Co., preferred, Certificate #8539
1 " Harbison-Walker Ref. Co., preferred, Certificate # P02623
5 " Titans-Lux Corp., common, Cert. # 28813

I, Otto Watson Anderson, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditor's report and hereby approve the account as stated. Otto Watson Anderson.
Admr. c.t.a. of Grace O. Patter Est.

7. Receipt of O. W. Anderson, Agent and/or Trustee for Johnson H. Patter, et al

I, O. W. Anderson, of Rockville, Md., Agent and/or Trustee, do hereby acknowledge that I have had and received from Joshua L. Foster, Receiver of the County National Bank of Clearfield, Pa., Trustee for Johnson H. Patter, et al under Agreement executed Oct. 9, 1931, the following assets:

Bonds: $1000. par value Berlin City Electric Co., Inc. 30 year 6½% Sinking Fund Debenture due Feb. 1, 1959 with coupon due Aug. 1, 1934, et seq. attached, Bond No. M 4429.

Stocks: 2 shares Karthaus State Bank, common, Cert. # 178
33 " Wilson Petroleum Corp., common, Cert. # 214
8 " Patter, Riglet & Patter, Inc., common, Cert. #17
60 " Railroad Shares Corp., common, Cert. B.O. 943

480 Reich Marks

Continued on Page 285

O. W. Anderson, Agent and/or Trustee
Johnson H. Patter, et al

Continued from Page 289. No 2. May T. 1937. Harbison Walker vs Lettie Hummel

likewise verified by affidavit, and if they so desire incorporate in their answer such new matter as they see fit, and when said answer is filed and served on the Counsel for the plaintiffs in this issue, if the same shall contain new matter the Peffs shall file a replication thereto, also verified by affidavit. Said pleadings shall conform to the Equity Rules of the Supreme Court, except that pleadings shall be filed within fifteen days after the service of the pleadings requiring said answer or replication. Said pleadings when filed shall constitute the issues of fact, and shall be tried before the Court with a Jury on the law side or by the Court sitting in equity, to be subsequently determined.

By the Court. W. Wallace Smith P.J

Oct 4. 1937 Declaration of Harry R. Smith and The Federal Land Bank of Baltimore Maryland, Cure. Interpleader Issue with Service Accepted by Copy Oct 5 1937
W. Albert Ramey Atty for Defts

Oct 13. 1937 Answer of Lettie Hummel and Carrie Mc Naul to the declaration of Harry R Smith and the Federal Land Bank of Baltimore. Oct 13. 1937 Service accepted and reply to be filed in 10 days. Arnold & Chaplin for Defts

Oct 29. 1937 Reply of Harry R. Smith et al filed. Oct 29. 1937 Service accepted by Copy. W. Albert Ramey. Atty for Deft

Jan 20. 1938 Testimony Lodged. Jan 25. 1938 Notice of Lodging Testimony filed

July 22. 1938 Opinion and Order filed July 23 1938 Notice of filing Opinion mailed to Counsel of record

Now, July 22. 1938, in accordance with opinion filed herewith, It is ordered and decreed that the royalties accumulated, to wit the sum of $300.00 which is the minimum royalty due as of June 30. 1937, and all future royalties thereafter accruing under the agreement of December 15. 1901, between Lafayette Mc Clure and the Harbison-Walker Company, granting the right and privilege of removing all the fire clay upon a certain tract of land in Pike Township, Clearfield County Pennsylvania, together with the remedies pertaining thereto, are the property of Lettie Hummel and Carrie Mc Naul.

This decree shall be entered nisi and unless exceptions thereto are filed within ten days as provided by the Equity Rules, shall become absolute, and appropriate entry to that effect shall be made upon the records of the case by the Prothonotary without further order of Court. By the Court.
W. Wallace Smith P.J

July 22. 1938 Decree Ni Si entered. W. R. Gallagher. Pro

July 27, 1938, Request for Findings of Lettie Hummel and Cassie Mc Naul filed by W. Albert Ramey, Atty for Lettie Hummel and Cassie Mc Naul.

July 27, 1938, Requests for Findings of Fact and Conclusions of Law, in re: Interpleader Issue, filed by John M. Elsey, Atty for Plff.

August 3. 1938 Decree Absolute Entered.
W. R. Gallagher. Pro

Aug 15. 1938 Exceptions to Final Decree filed By Arnold & Chaplin attys

Aug 15. 1938 Exceptions Allowed to be filed nunc pro tunc as of July 30. 1938 and final confirmation of decree stricken off, pending disposition
W. Wallace Smith P.J

Nov. 16. 1938 Opinion filed

And Now Nov. 16. 1938 Finding of Fact containing the adjudication having been modified as hereinabove set forth, the order contained in the adjudication heretofore filed as of July 22. 1938, and directed to be entered ni si, is now directed to be made absolute. By the Court. W. Wallace Smith P.J

Decree Absolute entered Nov. 16. 1938
W. R. Gallagher. Pro

Jan 30. 1939. W. Albert Ramey, Counsel for Carrie Mc Naul & Lettie Hummel files Receipt from Smith & Maine, Counsel for Harbison Walker Ref. Co. in full payment of Minimum Royalty due on Lafayette McClure lease.

Continued from Page 260. North American Ref. Co. vs Cecelia A. Cassidy et al Sept T. 1936

That the Plaintiff be awarded the costs of this proceeding.
That this decree Nisi shall be made absolute if no
exceptions be filed within ten days. By the Court
W. Wallace Smith P. J

Now July 13. 1937 Service accepted by Copy. Clarence R. Kramer, atty
Now. July 13. 1937 No exceptions filed Decree made Absolute.
W. R. Gallagher. Pro.

July 15. 1937 Received of Arnold + Chaplin, Voucher of North American Refractories Company, dated July 6. 1937 payable to W. R. Gallagher, Clerk of the Courts in sum of Three Hundred and eighty ($380.00) Dollars, marked Accrued Royalties due on lease dated April 12. 1920 between Michael Cassidy + wife and Crescent Refractories Co. lease assigned to North American Refractories Co March 1. 1936 to July 1. 1937. — $380.00 the same being paid to the undersigned under Decree of Court date June 26. 1937 and deposited in Checking account
W. R. Gallagher. Pro

Sept 29. 1937 Received of Arnold + Chaplin, Voucher of North American Refractories Co. dated Sept 10. 1937. payable to W. R. Gallagher, Clerk of Courts in sum of $47.50 marked advance Royalty from July 1. to Sept 1. 1937 on Lease with Mike Cassidy dated Apr 12. 1920 paid to the undersigned under decree of Court dated June 26. 1937 deposited in checking account W. R. Gallagher. Pro

Decree Framing Issue Filed Dec 3. 1937—

Now. Nov. 22. 1937, it appearing that the parties heretofore have failed to frame an issue, pursuant to the decree of this Court, entered June 26. 1937 and the following issue is hereby framed by order of Court:—

1. It is ordered that Frank Bennett and Sarah Bennett be designated pltffs, and that Cecelia A. Cassidy, Dora Livergood, Mae Hagarty Albert Cassidy, Charles Cassidy, Emma Cassidy, Edna Young, and Lewis Cassidy, being the widow and all of the children except Sarah Bennett (who is a party plaintiff) of Mike Cassidy, deceased, the defendant, And that Cecelia A. Cassidy, in her capacity as Administratrix be also a party defendant.

2. That the Prothonotary be directed to mark the record accordingly.

3. That a copy of this decree be served upon the parties plaintiff and the parties defendant, and also upon the complainant in the bill for the interpleader proceedings, together with a copy of the Pltffs statement.

4. That a hearing be held upon the said case at the regular time for the Equity List or at such earlier date as may be specially ordered hereafter. By the Court. W. Wallace Smith P. J

See Issue Framed to No. 3 Dec Term 1937

Dec. 21. 1937. Received Voucher No. 11-240 from North American Refractories Company, Cleveland, Ohio. dated Dec. 3. 1937 in the sum of Seventy one and 25/100 ($71.25) being Advance Royalty from Sept 1. 1937 to Dec. 1. 1937. under Lease with Mike Cassidy dated April 12. 1920, payable to W. R. Gallagher Clerk of Courts and deposited in checking account.
W. R. Gallagher. Prothy.

Next Page

Jan. 24. 1938 Decree directing payment of Costs.

Now Jan. 24. 1938, it appearing that service was made in the above case upon Certain defendants by the Sheriff of Montgomery County and costs incurred by him to the extent of $6.50 and service made upon other defendants in Philadelphia County the Sheriff of that County incurring costs in the amount of $9.45, and it further appearing that the said Sheriffs are holding the said writs, unreturned, pending payment of costs, and it appearing that a fund has been paid into Court by the North American Refractories Company, the complainant in the interpleader proceedings,

It is ordered, adjudged and decreed that the Prothonotary shall release to the Sheriff of Clearfield County the sum of $15.95 for payment of the costs now due the Sheriffs of Philadelphia and Montgomery County. The right to have costs charged to proper party ultimately being preserved. By the Court. W. Wallace Smith. P.J.

Jan. 25. 1938 Check No. 1996 in the sum of $15.95 drawn to John J Sharkey. Sheriff of Clearfield County, for payment of costs incurred by Sheriffs of Philadelphia and Montgomery Counties as per above order of Court. W. R. Gallagher. Prothonotary

March 18. 1938 Received Voucher No. 2-267 from North American Refractories Company Cleveland, Ohio, dated Mar. 10. 1938, for the sum of Seventy one and 25/100 Dollars being advance Royalty from Dec 1. 1937 to March 1. 1938 under Lease with Mike Cassidy dated March 1. 1938. Payable to W. R. Gallagher Clerk of Courts and deposited in checking Acct.
W. R. Gallagher. Pro.

June 16. 1938 Received of Arnold + Chaplin, Voucher of North American Refractories Co. dated June 1. 1938 (No 5-172) payable to W. R. Gallagher. Clerk of Courts, in the sum of Seventy one and 25/100 ($71.25) Dollars. Marked Advance Royalty from March 1. to June 1st, 1938. Lease with Mike Cassidy dated April 12. 1920 the same being paid to the undersigned under the decree of Court in the above captioned case, dated June 26. 1937. W. R. Gallagher Pro

Sept. 16 1938 Received Voucher No. 8-244 from North American Refractories Company Cleveland, Ohio, dated Sept 6 1938 payable to W. R. Gallagher Clerk of Courts, in the sum of Seventy one + 25/100 Dollars being advance Royalty from June 1st to Sept 1. 1938. Lease with Mike Cassidy dated April 12. 1920 same being paid to the undersigned under decree of Court in above case dated June 26. 1937. W. R. Gallagher Pro

Dec. 30. 1938, Received of Arnold + Chaplin Voucher No. 11-237 of North American Refractories Co. dated Dec. 5. 1938, payble to W. R. Gallagher. Clerk of Courts, in sum of Seventy one + 25/100 ($71.25) Marked advance royalties from Sept 1 to Dec. 1. 1938 Lease with Mike Cassidy dated april 12 1920 paid to undersigned under Decree of Court dated June 26. 1937 deposited in checking account
W. R. Gallagher. Pro.

March 15. 1939 Received of Arnold + Chaplin atty, Voucher No. 2-270 of North American Refractories Company dated 3-7-39 payable to W. R. Gallagher. Clerk of the Court the sum of Seventy one + 25/100 ($71.25) Dollars, marked advance royalty from Dec 1. 1938 to March 1. 1939, Lease with Mike Cassidy dated April 12. 1920, paid in by Decree of Court dated June 26. 1937, deposited in checking account.
W. R. Gallagher. Pro.

September Term 1937

Wm. C. Chase	W. H. Owens	August 12, 1937, Bill in Equity filed by W. H. Owens
		And now, to wit, August 12, 1937, upon
Aug. 12	3	consideration having been heard on the
Frank G. Smith	J. C. Gatehouse,	Bill and Affidavits, and upon motion of
	T. R. Weimer and	William C. Chase, Attorney for the Plaintiff,
	Willard V. Catt,	it is ordered, adjudged and decreed as
	Commissioners of	follows:
	Clearfield County	That a preliminary injunction be hereby
		issued upon security being entered in the
		sum of $200.00 and the defendants, J. C. Gatehouse,
		T. R. Weimer and Willard V. Catt, Commissioners
	P to	1.50 of Clearfield County, Pa., their agents or employees,
	L. E. Stunk Aff. sub	7.80 are hereby enjoined and restrained from
	Bro	.50 taking any steps on the proceeding to place
	"	2.50 the following questions on the ballots for
8/27/37 St atty		13.30 Lawrence Township for use at the Primary
12/27/37 " "		Election to be held on Sept. 14, 1937.
		1. Do you favor the granting of liquor
		licenses for the sale of liquors in Lawrence
		Township, Clearfield County, Pennsylvania?
		2. Do you favor the granting of malt and
		brewed beverage retail dispenser licenses for
		consumption on premises where sold in
		Lawrence Township, Clearfield County, Pa.?
		This injunction to continue for five (5)
		days sec. reg. and a motion for its continuance
		thereafter will be heard by the Court on
		August 18, 1937, at 9:30 o'clock A.M.; continuance
		beyond five (5) days to date fixed for hearing
		to be made upon motion at proper time.
		W. Wallace Smith, P.J.
August 12, 1937, Service accepted by copies. Frank G. Smith, County Solicitor		
August 12, 1937, Affidavits of W. H. Owens, P. L. Breon and W. J. Hoover filed.		
August 12, 1937, Bond in the sum of $200.00 with ~~J. C. Gatehouse,~~ ~~T. R. Weimer and Willard V. Catt~~ W. J. Hoover and P. L. Breon as Sureties, filed		
Now, August, 12, 1937, the foregoing Bond is approved		
		W. Wallace Smith, P.J.
August 13, 1937 Order of		Service filed
		Now August 12, 1937, it is ordered that the Prothonotary give
notice of the filing of the proceeding for injunction in this case, and		
that hearing thereon will be held on Wednesday, August 18, 1937, at		
9:30 A.M. at the Court House in Clearfield, to the person or persons who		
signed the affidavit attached to each petition, by Registered Mail, and		
by ordinary mail to at least two others of the petitioners.		
		By the Court, W. Wallace Smith, P.J.
August 16, 1937, Motion for Continuance filed by Wm. C. Chase, Atty.		
		Now, August 16, 1937, upon consideration of the foregoing
Motion, the temporary injunction granted in the above entitled case on		
August 12, 1937, is continued with full force and effect until Wednesday,		
August 18, 1937 at 9:30 A.M.		By the Court, W. Wallace Smith, P.J.
August 16, 1937, Service accepted. Frank G. Smith, County Solicitor		
August 19, 1937 Motion to dissolve preliminary injunction by N. Albert Ramey		
And now Aug. 25, 1937 in accordance with opinion filed to No. 9, Sept. Term 1937,		
the temporary injunction heretofore granted restraining the County Commissioners from proceeding		

to submit a referendum to the voters of Lawrence Township upon the questions of the granting of retail licenses for the sale of malt beverages and liquors is dissolved, the Bill in Equity is dismissed, and the costs are directed to be paid by the complainant. By the Court, W Wallace Smith, P J

Continued from Page 227. Joshua L. Foster vs Johnson Potter No. 7 Feb T 1936

Cash:

Income cash balance as shown by First and Final Account	6.79	
Plus net income received since filing First and Final Account		
As shown by attached Schedule "A"	342.87	349.66

Stocks:

2 Shares Jacob Doed Packing Co., prefessed, Certificate #6886
2 Shares Armour & Co. of Del., prefessed, Certificate #C0115328
50 shares M. K. Savage Factories Co., common, Certificate #19303
50 shares M. K. Savage Factories Co., prefessed, Certificate #19303
500 shares Oakfield Oil & Drilling Co., Certificate #202
1 share Karthaus State Bank, Certificate #180
1 share Wilson Petroleum Corp., Certificate #215
8 shares Eastern Michigan Railway v. t. Certificate #C0598

Bonds:

$1100.00 par value Eastern Michigan Railways Adjustment Mortgage 6% Gold Bonds due July 1, 1958 with coupons due October 1, 1929 et seq. attached. (Bond Number C1149 for $100.00 and Bond No. M1883 for $1000.00)

Real Estate:

540 acre farm Lawrence Township known as the Daughetty Farm as received from the H. B. Pattee Estate
Store and Lot, Karthaus, Pa.
Store, dwelling and lot, Karthaus, Pa.
166 acre farm, Karthaus Township
Undivided one-half interest in 100 acres mineral rights, Karthaus Township (Yothers tract)
Undivided one-half interest in 235 acres land Karthaus Twp. (Horse Shoe Tract).

The attached supplemental account marked Schedule "A" has been examined by the undersigned and is hereby approved as stated.

The County National Bank at Clearfield, Successor Trustee
By E. M. Henry, Trust Officer

Schedule "A" - Income received and disbursements made since filing First and Final Account:

Income

1935 Oct. 28	Karthaus Supply Co. - Rent for Sep. 1935	15.00
Oct. 28	Hiram Greenland - " " " "	12.00
Oct. 28	Armour & Co. of Del., Dividend	3.50
Nov. 4	Hiram Greenland Rent for Oct. 1935	12.00
Nov. 4	Karthaus Supply Co. - Rent for Oct. 1935	15.00
Nov. 18	Geo. B. Lucas - Bal. rent fr. 10/15/35 to 11/15/35	3.50
Dec. 3	Hiram Greenland - Rent for Nov. 1935	12.00
Dec. 3	Karthaus Supply Co. - Rent for Nov. 1935	20.00
Dec. 3	George B. Lucas - Payment on acct. rent	3.50
1936 Jan. 2	Hiram Greenland - Rent for Dec. 1935	12.00
Jan. 3	Karthaus Supply Co. - Rent for Dec. 1935	20.00
Jan. 8	Armour & Co. of Del. - Dividend	3.50
Jan. 18	Geo. B. Lucas - Payment on acct. rent (Cashiers check)	3.50
Jan. 28	Moore, Wilson & Reading - Refund on prem. pd. for fire ins. covering property on Carter St., Karthaus, Pa.	3.71
Jan. 31	Karthaus Supply Co. - Rent for Jan. 1936	20.00
Feb. 1	Hiram Greenland - Rent for Jan. 1936	12.00
Feb. 7	Moore, Wilson & Reading, Inc. - Refund prem. for fire ins. on bldg. situate on Carter St., Karthaus Pa.	19.77
Mar. 2	Karthaus Supply Co. - Rent Feb. 1936	20.00

Continued on Page 349

September Term, 1937

Bell & Brackbank	H. C. Hanna	Aug. 12, 1937, Bill in Equity filed by H. C. Hanna.
	+	And now, to wit, August 12, 1937, upon consideration of the Bill of Complaint and affidavits attached thereto, and upon motion of Bell & Brackbank, attorneys for Plaintiff, it is ordered, adjudged and decreed as follows:
Frank G. Smith	J. Clifton Gatehouse, T. R. Heimet and Willard V. Cart, Commissioners of Clearfield County, Pa.	1. That a preliminary injunction is hereby entered upon security being entered in the sum of $200.00, and the defendants, J. Clifton Gatehouse, T. R. Heimet and Willard V. Cart, Commissioners of Clearfield County, Pennsylvania their agents and employees be and are hereby enjoined and restrained from taking any steps in the proceeding to place the following question on the ballot for Burnside Township for use in the Primary Election to be held on September 14, 1937:
H. Albert Ramey	D. F. Mitchell, Jr.	
P to	2.50	Do you favor the granting of malt and brewed beverage retail dispenser licenses for consumption on the premises where sold, in Burnside Township, Clearfield County, Pennsylvania?
"	.50	This injunction to continue for five days
"	2.50	sec. reg. and a motion for its continuance
	5.50	will thereafter be heard by the Court on August 18, 1937, at 9:30 o'clock A. M., continuance beyond the five days to be granted on motion of either complainants or respondents.
Sept. 4, 1937, Recd of Bell Atty $5.50 being costs in full. W. R. Gallagher, P to		By the Court, W. Wallace Smith, P.J.
		August 12, 1937, Service accepted by copies Frank G. Smith, County Solicitor
		August 12, 1937, Affidavits of H. C. Hanna and S. M. King filed
		August 12, 1937, Bond in the sum of $500.00 with The Aetna Casualty & Surety Co. as Surety filed
		August 13, 1937, Order of Service filed
		Now August 12, 1937, it is ordered that the Prothonotary give notice of the filing of the proceeding for injunction in this case, and that hearing thereon will be held on Wednesday, August 18, 1937 at 9:30 A.M. at the Court House in Clearfield, to the person or persons who signed the affidavits attached to each petition, by Registered Mail, and by ordinary mail to at least two others of the petitioners. By the Court, W. Wallace Smith, P.J.
		August 16, 1937, Motion for Continuance filed by Bell & Brackbank
		Now, August 16, 1937, on motion of Bell & Brackbank, Attorneys for Complainant, the preliminary injunction granted in this case is continued until Wednesday, August 18, 1937, or further order by this Court. W. Wallace Smith, P.J.
		August 16, 1937, Service is accepted in behalf of the Commissioners of Clearfield County, who join in the above motion and agree to the continuance of the preliminary injunction as above requested. Frank G. Smith, County Solicitor
		August 18, 1937, Petition of D. F. Mitchell, Jr., for Leave to Intervene as a Party-defendant filed.
		Now, August 18, 1937, leave to intervene as prayed for is granted. By the Court, W. Wallace Smith, P.J.
		Aug 20. 1937 Motion to dissolve preliminary Injunction filed by H. Albert Ramey. Atty for intervening defendant.
		And now Aug. 25, 1937 in accordance with opinion filed to No. 7 Sept T 1937,

the temporary injunction heretofore granted restraining the County Commissioners from proceeding to submit a referendum to the voters of Burnside Twp. upon the question of local option under the Malt Beverage Act is dissolved, the Bill in Equity is dismissed, and the costs are directed to be paid by the complainant. By the Court, W. Wallace Smith, P. J.

Cont'd from Page 331 - Re: F. Elizabeth Pattet, et al - No. 2 Sept. Term 1936

2. Receipt of F. Elizabeth Pattet — I, F. Elizabeth Pattet of 312 Maypole Road, Upper Darby, Pa., do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Recvr., of the County National Bank of Clearfield, Pa., Trustee for Johnson W. Pattet, et al, under Agreement executed Oct 9, 1931, the following assets:

Cash: Distributive share as per Auditor's report — 144.35 + 6.75 + 16.38 = 167.48

Distributive share of net income received since Auditor's distribution as shown by Schedule "A" — 18.60 — # 186.08

Bonds: $1000 par value Berlin City Electric Co., Inc. 30 year 6½% Sinking Fund Debenture due Feb 1, 1959 with coupon due Aug 1, 1934 et seq. attached, Bond No. M4423.

Stocks: 1 share Armour & Co. of Del. 7% Guaranteed preferred Cert. # N087980
1 " Atchison, Topeka & Santa Fe Rwy. Co., common, Cert. # A485731
1 " Northern Pacific Rwy Co., common, Cert. # C368956
3 " Pennroad Corp. Voting Trust Cert. for common stock, Cert. # 54221.8
1 " The Jacob Dold Packing Co., preferred, Cert. # 8535
1 " The National City Bank of N.Y., common, Cert. # C0174025

I, F. Elizabeth Pattet, acknowledge receipt of a statement of income received, disbursements and distributions made since the filing of the Auditor's report and hereby approve the account as stated. F. Elizabeth Pattet

3. Receipt of J. W. Pattet & Geo. R. Pattet, Admrs. of Harry B. Pattet decd. Est.

We, J. W. Pattet & George R. Pattet, Administrators of Harry B. Pattet Decd. Est., do hereby acknowledge that we have this day had and received from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Pa., Trustee for Johnson W. Pattet et al, under Agreement executed Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditor's report — 144.40 + 41.10 + 16.38 = 201.88

Distributive share of net income received since Auditor's distribution as shown by statement of acct - Schedule "A" — 20.63 — # 222.51

Bonds: $1000 par value Berlin City Electric Co., Inc. 30 year 6½% Sinking Fund Debenture due Feb 1, 1959, with coupon due Aug 1, 1934 et seq. attached, Bond No. M4427.
$500 par value Associated Gas & Electric Co., Gold Debenture Bond, Consolidated Refunding, 5% series due 1968 registered in name of J. W. & Geo. R. Pattet, Admrs. Est. of Harry B. Pattet

Stocks: 5 shares Trans-Lux Corp., common, Cert. # 28812

We J. W. & Geo. R. Pattet, Admrs. of Harry B. Pattet Est., acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditor's report and hereby approve the account as stated.
J. W. Pattet & Geo. R. Pattet, Admrs Est of Harry B. Pattet decd.

4. Receipt of Mary Pattet Anderson — I, Mary Pattet Anderson, of Rockville, Md., do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Pa., Trustee for Johnson W. Pattet, et al under Agreement executed Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditor's report — 144.35 + 12.65 + 16.38 = 173.38

Distributive share of net income received since Auditor's distribution as shown by statement of account - Schedule "A" — 20.84 — # 194.22

Bonds: $1000.00 par value Berlin City Electric Co., Inc., 30 year 6½% Sinking Fund Debenture due Feb 1, 1959 with coupon due Aug 1, 1934 et seq. attached, Bond No. M4425.

Continued on Page 314

September Term, 1937

Bell & Brackbank	Clara E. Bradbury	August 12, 1937, Bill in Equity filed by Clara E. Bradbury
	5	Now, August 12, 1937, upon consideration of the Bill of Complaint and affidavits attached thereto, and upon motion of Bell & Brackbank, attorneys for plaintiffs, it is ordered, adjudged and decreed as follows:
Frank G. Smith	J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County	1. That a preliminary injunction is hereby entered upon security being entered in the sum of $200.00 and the defendants, J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County, Pa., their agents and employees be and are hereby enjoined and restrained from taking any steps in the proceeding to place the following question on the ballot for Bell Township for use in the Primary Election to be held on Sept. 14, 1937;
Pro	2.50	
"	2.50	
	5.50	
Sept. 4, 1937, Rec'd of Reff. Atty $5.50 being costs in full. W. R. Gallagher, Pro.		Do you favor the granting of malt and brewed beverage retail dispenser licenses for consumption on the premises where sold in Bell Township, Clearfield County, Pennsylvania
		This injunction to continue for five days sec. reg. and a motion for its continuance will thereafter be heard by the Court on August 18, 1937 at 9:30 o'clock A.M.; continuance beyond the five days to be granted on motion of either complainants or respondents.
		By the Court, W. Wallace Smith, P.J.
August 12, 1937, Service accepted by copies. Frank G. Smith, Atty for Comrs.		
August 12, 1937, Affidavits of Clara Bradbury and Cland Webster filed		
August 12, 1937, Bond in the sum of $500.00 with The Aetna Casualty and Surety Co. as Surety, filed.		
August 13, 1937, Order of Service filed		
		Now, August 12, 1937, it is ordered that the Prothonotary give notice of the filing of the proceeding for injunction in this case, and that hearing thereon will be held on Wednesday, August 18, at 9:30 A.M. at the Court House in Clearfield, to the person or persons who signed the affidavit attached to each petition, by Registered Mail, and by ordinary mail to at least two others of the petitioners. By the Court, W. Wallace Smith, P.J.
		August 16, 1937, Motion for Continuance filed by Bell & Brackbank, Attys.
		Now, August 16, 1937, on motion of Bell & Brackbank, Attorneys for complainant, the preliminary injunction granted in this case is continued until Wednesday, August 18, 1937, or further order by this Court. W. Wallace Smith, P.J.
		Now, August 16, 1937, Service of the above accepted in behalf of the Commissioners of Clearfield County, who join in the above motion and agree to the continuance of the preliminary injunction as above requested. Frank G. Smith, County Solicitor
		Aug 19, 1937 Motion to dissolve preliminary injunction filed by W. Albert Ramey
		And now Aug. 25, 1937 in accordance with opinion filed to No. 9 Sept. T. 1937, the temporary injunction heretofore granted restraining the County Commissioners from proceeding to submit a referendum to the voters of Bell Twp. upon the question of local option under the Malt Beverage Act is dissolved, the Bill in Equity is dismissed, and the costs are directed to be paid by the complainant. By the Court, W. Wallace Smith, P.J.

Continued from Page 245 - Re: Pattet Est - No. 2 Sept T. 1936

January 28, 1938, Receipts filed. - Trust #239

1. Receipt of F. Elizabeth Pattet — I, F. Elizabeth Pattet, of 312 Maypole Road, Upper Darby, Pa., do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receivet of the County National Bank of Clearfield, Trustee for F. Elizabeth Pattet et al, under agreement dated October 9, 1931, the following assets;

Cash: Distributive share as per Auditors report $257.99
Distributive share of net income received since Auditors distribution as shown by statement of account marked Schedule "B" 51.55 $309.54

Stocks: 4 shares Penna. Railroad Co., common, Cert #B 75036
8 " Gen Refractories Co., common, Cert #Y 044194
8 " Harbison-Walker Ref. Co., common, Cert #P.O.4983
1 " First Natl Bank at Pittsburgh, common, Cert #5185

I, F. Elizabeth Pattet acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated. F. Elizabeth Pattet

2. Receipt of J. H. Pattet & George R. Pattet, Admrs. of Harry B. Pattet Decd. Est. — We, J. H. Pattet and George R. Pattet, Administrators of the Estate of Harry B. Pattet, deceased, do hereby acknowledge that we have this day had and received from Joshua L. Fastet, Receivet of the County National Bank of Clearfield, Pa., Trustee for F. Elizabeth Pattet et al, under Agreement dated Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditor's Report 257.98
Distributive share of net income received since Auditors distribution as shown by statement of account marked Schedule "B" 26.54 284.52

Stocks: 8 shares Gen. Refractories Co., common, Cert #Y 044210
8 " Harbison-Walker Ref. Co., common, Cert #P.O.4988
4 " Penna. Railroad Co., common, Cert #B75041
1 " First Natl Bank at Pittsburgh, common, Cert #5190

We, J. H. Pattet & George R. Pattet, Administrators of the Est. of Harry B. Pattet, deceased, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated J. H. Pattet & Geo. R. Pattet, Admrs. of Harry B. Pattet Decd. Est.

3. Receipt of Mary Pattet Anderson — I, Mary Pattet Anderson, of Rockville, Maryland, do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receivet of the County National Bank of Clearfield Trustee for F. Elizabeth Pattet et al under Agreement dated Oct. 9, 1931, following assets:

Cash: Distributive share as per Auditor's Report 257.99
Distributive share of net income received since Auditors distribution as shown by statement of account marked Schedule "B" 43.94 301.93

Stocks: 8 shares Gen. Refractories Co., common, Cert #Y 044208
8 " Harbison-Walker Ref. Co., common, Cert #P.O.4986
4 " Penna. Railroad Company, common, Cert #B75039
1 " First Natl Bank at Pittsburgh, common, Cert #5188

I, Mary Pattet Anderson, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated. Mary Pattet Anderson

4. Receipt of George R. Pattet — I, George R. Pattet of Karthaus, Pa. do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receivet of the County National Bank of Clearfield, Pa., Trustee for F. Elizabeth Pattet, et al, under agreement dated Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditors report 257.99
Distributive share of net income received since Auditors distribution as shown by statement of account marked Schedule "B" 34.15 $292.14

Continued on Page 325

September Term, 1937

Bell & Brackbank	Cussy Hurd	August 12, 1937, Bill in Equity filed by Cussy Hurd of Mahaffey, Pa.
	6	Now, August 12, 1937, upon consideration of the Bill of Complaint and affidavits attached thereto, and upon motion of Bell & Brackbank, attorneys for plaintiff, it is ordered, adjudged and decreed as follows:
Frank G. Smith	J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County	1. That a preliminary injunction is hereby entered upon security being entered in the sum of $200.00 and the defendants, J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County, Pennsylvania, their agents and employees be and are hereby enjoined and restrained from taking any steps in the proceeding to place the following question on the ballot for Mahaffey Borough for use in the Primary Election to be held Sept. 14, 1937:
		Do you favor the granting of malt and brewed beverage retail dispenser licenses for consumption on the premises where sold in Mahaffey Borough, Clearfield County, Pennsylvania?
		This injunction to continue for five days sec. reg. and a motion for its continuance will thereafter be heard by the Court on Aug. 18, 1937, at 9:30 o'clock A.M., continuance beyond the five days to be granted on motion of either complainants or respondents.
		By the Court, W. Wallace Smith, P.J.
	R+o 2.50	
	" 2.50	
	5.50	
Sept. 4, 1937, Atty 5.50 in full W. R. Gallagher, R+o	Recd. of Aff. being costs	
August 12, 1937, Service accepted by copies. Frank G. Smith, Attys for Com'rs.		
August 12, 1937, Affidavits of Cussy Hurd and William Dunbar, filed.		
August 12, 1937, Bond in the sum of $500.00 with The Aetna Casualty & Surety Co. as Surety, filed.		
August 13, 1937, Order of Service filed.		
		Now, August 12, 1937, it is ordered that the Prothonotary give notice of the filing of the proceeding for injunction in this case, and that hearing thereon will be held on August 18, 1937, at 9:30 o'clock A.M. at the Court House in Clearfield, to the person or persons who signed the affidavits attached to each petition, by Registered Mail, and by ordinary mail to at least two others of the petitioners. By the Court, W. Wallace Smith, P.J.
August 16, 1937, Motion for Continuance filed by Bell & Brackbank, Attys.		
		Now, August 16, 1937, on motion of Bell & Brackbank, attorneys for the complainant, the preliminary injunction granted in this case is continued until Wednesday, Aug. 18, 1937, or further order by this Court. W. Wallace Smith, P.J.
		August 16, 1937, service accepted in behalf of Commissioners of Clearfield County, who join in the above motion and agree to the continuance of the preliminary injunction as above requested. Frank G. Smith, County Solicitor
Aug. 19, 1937 Motion to dissolve Preliminary Injunction filed by W. Albert Ramey, Atty		
		And now Aug. 25, 1937 in accordance with opinion filed to No. 9 Sept. Term 1937, the temporary injunction heretofore granted restraining the County Commissioners from proceeding to submit a referendum to the voters of the Borough of Mahaffey upon the question of local option under the Malt Beverage Act is dissolved, the Bill in Equity

is dismissed, and the costs are directed to be paid by the complainant.
By the Court, W. Wallace Smith, P. J.

Cont'd from Page 323 - E. Elizabeth Pattet, et al - No. 2 Sept. T. 1936

Stocks: 8 shares Gen. Refractories Co., common, Cert. # Y 044209
8 " Harbison-Walker Ref. Co., common, Cert. # P.O. 4987
4 " Penna. Railroad Co., common, Cert #B 75040
1 " First Natl Bank at Pittsburgh, common, Cert. #5189

I, George R. Pattet, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated. George R. Pattet

5. Receipt of Otto Watson Anderson, Admr. c.t.a. of Grace O. Pattet Decd. Est. —

I, Otto Watson Anderson of Rockville, Md. Admr. c.t.a. of Grace O. Pattet, decd. Est, do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Pa., Trustee for E. Elizabeth Pattet, et al, under agreement dated Oct. 9, 1931, the following assets:

Cash: Distributive share as per Auditors report 259.98
Distributive share of net income received since Auditors distribution as shown by statement of account marked Schedule "B" 51.54 311.52

Stocks: 8 shares General Refractories Co., common, Cert. Y 044206
8 " Harbison-Walker Refractories Co., common, Cert. # P.O. 4984
4 " Penna. Railroad Co., common, Cert. # B 75037
1 " First Natl Bank at Pittsburgh, common, Cert. #5186

I, Otto Watson Anderson, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated.
Otto Watson Anderson, Admr. c.t.a. of Grace O. Pattet Decd. Est.

6. Receipt of O. W. Anderson, Agent and/or Trustee for E. Elizabeth Pattet, et al

I, O. W. Anderson of Rockville, Md., Agent and/or Trustee, do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Pa., Trustee for E. Elizabeth Pattet, et al, under Agreement dated Oct. 9, 1931, the following assets:

Stocks: 42 shares The County Natl Bank of Clfd., common, Cert. #1247
O. W. Anderson, Agent and/or Trustee for E. Elizabeth Pattet et al

7. Receipt of the County National Bank at Clearfield, Pa. —

The County National Bank at Clearfield, Pa., Assignee of Dudley G. Pattet's right, title and interest in a certain trust executed Oct. 9, 1931 to the County National Bank of Clearfield, acknowledges receipt from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Trustee for E. Elizabeth Pattet et al, the following assets; in accordance with the terms of the assignment dated July 21, 1934 given by Dudley G. Pattet to The County National Bank at Clearfield.

Cash: Distributive share as per Auditors report 257.99
Less advances: Aug. 15, 1937 100.00
Oct. 5, 1937 125.00 225.00 32.99
Plus distributive share of net income received since Auditors report as shown by statement of account marked Schedule "B" 26.55
59.54

Continued on Page 327

September Term, 1937

Bell & Brackbank	Wilbut Stonebraker	August 12, 1937, Bill in Equity filed by Wilbut Stonebraker of Boggs Township.
	7	Now, August 12, 1937, upon consideration of the Bill of Complaint and the affidavits attached
Frank G Smith	J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County	thereto, and upon motion of Bell & Brackbank, attorneys for the plaintiff, it is ordered, adjudged and decreed as follows:
		1. That a preliminary injunction be hereby entered upon security being entered in the sum of $200.00, and the defendants, J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners
		of Clearfield County, Pennsylvania, their agents
	Pro	2.50 and employees be and are hereby enjoined
	"	2.50 and restrained from taking any steps in the
		5.50 proceeding to place the following question on
		the ballot for the Township of Boggs for use
		in the Primary Election to be held on Sept. 14, 1937:
		Do you favor the granting of malt and
		brewed beverage retail dispenser licenses
		for consumption on the premises where sold,
		in Boggs Township, Clearfield County, Pa.?
		This injunction to continue for five days
		sec. reg. and a motion for its continuance
		will thereafter be heard by the Court on
		August 18, 1937, at 9:30 o'clock A.M.; continuance
		beyond the five days to be granted on motion
		of either complainants or respondents.
		By the Court, W. Wallace Smith, P.J.
August 12, 1937, Service accepted by copies. Frank G. Smith, Attorney for Co. Commissioners.		
August 12, 1937, Affidavits of Wilbut Stonebraker and John Mellnet filed.		
August 12, 1937, Bond in sum of $500.00 with The Aetna Casualty & Surety Company as Surety, filed.		
August 13, 1937, Order of Service filed.		
		Now, August 12, 1937, it is ordered that the Prothonotary
		give notice of the filing of the proceeding for injunction in
		this case, and that hearing thereon will be held on
		Wednesday, August 18, 1937 at 9:30 o'clock A.M. at the Court House
		in Clearfield, to the person or persons who signed the
		affidavit attached to the petition, by Registered Mail, and by
		ordinary mail to at least two others of the petitioners.
		By the Court, W. Wallace Smith, P.J.
Aug. 16, 1937, Motion to Continue filed by Bell & Brackbank, Attys. for Plff.		
		Now August 16, 1937, on motion of Bell & Brackbank,
		Attorneys for Complainant, the preliminary injunction
		granted in this case is continued until Wednesday, August 18,
		1937, at further order by this Court. W. Wallace Smith, P.J.
		August 16, 1937, Service of above is accepted on behalf of
		Clearfield County Commissioners, who join in the above
		motion and agree to the continuance of the preliminary injunction
		as above requested. Frank G. Smith, County Solicitor
Sept. 4, 1937, Recd. of Plff. Atty. $5.50 being costs in full. W. R. Gallagher, Pro.		
		Aug 19, 1937 Motion to dissolve preliminary Injunction filed by W. Albert Ramey
		And now Aug. 25, 1937 in accordance with opinion filed to No. 9 Sept Term 1937,
		the temporary injunction heretofore granted restraining the County Commissioners
		from proceeding to submit a referendum to the voters of Boggs Twp. upon the question.

of local option under the Malt Beverage Act is dissolved, the Bill in Equity is dismissed, and the costs are directed to be paid by the complainant.

By the Court, W. Wallace Smith, P. J.

Cont'd from Page 325 - Re: E. Elizabeth Pattet et al - No. 2 Sept. Term, 1936

Stocks: 8 shares General Refractories Company, common, Cert. #Y 044207
8 " Harbison-Walker Refractories Co., common, Cert. # P. 04985
4 " Penna. Railroad Co., common, Cert. # B 7 5038
1 " First Natl Bank at Pittsburgh, common, Cert. # 5187

The County National Bank at Clearfield, acknowledges receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated.

County National Bank at Clearfield, E. Clair Davies, Asst. Cashier

Schedule "B" - Trust #239 - Income received and disbursements made since Auditors distribution report.

Income

1936 Oct. 1	Gen. Ref. Co., Dividend	48.00
Oct. 1	1st Natl Bank at Pittsburgh, Dividend	12.00
Nov. 24	Chas. E. Williams et ux - Int. to 11/20/36 on mtge.	8.00
Nov. 28	Francis C. Shillenn et ux - Int. to 11/27/36 on mtge	45.00
Nov. 28	Harbison-Walker Ref. Co. - Dividend of .50 per share on 48 shares; .50 per share extra div.	48.00
Dec. 15	Gen. Ref. Co. - Div. of $1.25 a share on 48 shares	60.00
Dec. 18	E. E. Smith - int. to 12/16/36 on mtge	150.00
Dec. 22	Pa. R.R. Co. - Dividend of $1.00 per share on 24 shares	24.00
Dec. 29	Gen. Ref. Co. - Dividend of .50 per share on 48 shares	24.00
1937 Jan. 2	1st Natl Bank at Pittsburgh - semi-annual dividend	12.00
Mar. 2	Harbison-Walker Ref. Co. - Dividend .50 on 48 shares	24.00
Mar. 12	Co. Natl Bank at Clfd. - Cash proceeds 24 Pa. R.R. Co. rites @ 34 - 8.16 less cost of sale .50	7.66
Apr. 6	1st Natl at Pittsburgh - Div. $2.00 share on 6 shares	12.00
May 28	Francis Shillenn, et ux - Int. 11/27/36 to 5/27/37 on mtge	45.00
Jun. 1	Harbison-Walker Ref. Co. - Div. .50 share on 48 shares	24.00
Jun. 30	Gen. Ref. Co. - Div. 2.00 per share on 48 shares	96.00
Jul. 2	1st Natl at Pittsburgh - Div. of $2.00 share on 6 shares	12.00
Jul. 22	Pa. R.R. Co. - Div. .50 share on 24 shares	12.00
Oct. 22	H. R. Gallagher, Asso. - Refund excess payment of costs allowed by Auditor	15.00
	Total	$678.66

Plus:

1935 Jun. 1	Advanced to Dudley G. Pattet	25.00	
Jun. 1	Advanced to Mary Pattet Anderson	25.00	
Jun. 1	Advanced to Harry B. Pattet	25.00	75.00
			$753.66

Disbursements

1936 Sep. 16	Mrs. Emma Bamat, Col. - Karthaus Twp. Taxes for year 1936 on Homestead Prop - $1500.00	37.82
1937 Feb. 15	Res. Acct. for Taxes - Pa. 4 mill personal prop. tax for 1937 $58.67; Clfd. Co. 4 mill tax for 1937 less 5% 55.73	114.40
Jun. 8	Edw. J. Thompson, Atty - fee for services per O. of C. 6/8/37	75.00
Jun. 11	Helmbold & Stewart - Asem. for $300.00 Ins. fee on 2 Homestead Prop. & furniture Emma B. Pattet Est.	16.25
Jul. 6	Helmbold & Stewart - 3 yr. Asem. for $1000 fire ins. on Homestead Prop., Karthaus, Pa.	12.50
Jul. 20	A. B. Shaw, atty's. fee - services to Trust	20.00
Jul. 20	1st Natl, Pitsbgh - Fed. & Pa. transfer tax on 6 shares 1st Natl Bank, Pitsbgh. stock	.42
Jul. 22	Colonial Trust Co - Pa. & Fed. transfer tax on 48 shares Harbison-Walker Ref Co. stock	3.36
Jul. 24	1st Natl Bank, Boston - Fed. & Mass. transfer taxes on 24 shares of Pa. R.R. Co. stock	.72
Oct. 1	N.Y. Trust Co - Fed. & N.Y. State transfer tax on 48 shares Gen. Ref. Co. stock	3.36
Oct. 22	H. R. Strong - use of car to Karthaus & Philipsburg - for signatures & to consult bank atty	9.00
Oct. 22	H. R. Gallagher, Asso - filing Receipts & Supplemental Acct	10.00
Oct. 22	Mrs. Emma Bamat, Col. - Karthaus Twp. taxes for 1937 on Homestead Prop - assessed $950.00	37.77
Oct. 22	Co. Natl of Clfd - 5% com. on $678.66 income collected since Auditors distribution report	33.93
Oct. 22	Co. Natl of Clfd - Refund postage, registration, ins., telephone & telegraph charges as follows: Registration, postage & ins. on stocks sent in for transfer and postage on copies of Final Acct. mailed to Settlors of Trust	6.00

Telephone calls to Washington, D.C. re: Estate matters

3/20/37	5.35		
4/23/37	4.60		
5/7/37	2.85		
7/20/37	2.10	14.90	

Telegrams to & from Washington, D.C. re: Estate matters

4/21/37	.65		
5/6/37	1.00		
6-29-37	.54		
6-30-37	.69		
7-12-37	.54		
7-19-37	.54	3.96	24.86
			$399.39

Continued on Page 329

September Term 1937

Bell & Brockbank	Roy Albert	August 12, 1937, Bill in Equity filed by Roy Albert of Wallaceton Borough
	8	Now, August 12, 1937, the within Bill and Affidavit having been presented, on
Frank G. Smith	J. Clifton Gatehouse, T. R. Weimer and Willard V. Carr, Commissioners of Clearfield County	motion of Bell & Brockbank, Attorneys for the Plaintiff, it is ordered, adjudged and decreed as follows:
		First, that a preliminary injunction shall hereby be entered, upon security being entered in the sum of $200.00, and the defendants, J. Clifton Gatehouse, T. R. Weimer and Willard V. Carr, Commissioners of Clearfield County, Pa., their agents or employees, be and are hereby
	P to 2.50	enjoined and restrained from taking any steps
	" 2.50	or proceeding to place on the ballot for
	5.50	the Borough of Wallaceton, for the Primary
Sept. 4, 1937, Recd. of Pltff. Atty $5.50 being costs in full. W. R. Gallagher, P to		Election, to be held on Sept. 14, 1937, the following question:
		"Do you favor the granting of malt and brewed beverage retail dispenser licenses for consumption on premises where sold in Wallaceton Borough, Clearfield County, Pa.?"
		This injunction to continue for five (5) days, according to law, and a motion for its
		continuance thereafter will be heard by the Court on August 18, 1937 at 9:30 o'clock A.M.,
		continuance beyond the five days to be
		granted on motion of either complainants or
		respondents. By the Court, W. Wallace Smith, P.J.
August 12, 1937, Service accepted by copies. Frank G. Smith, Atty for Commissioners of Clearfield County		
August 12, 1937, Affidavits of Roy Albert and Frank Goss filed.		
August 12, 1937, Bond in the sum of $500.00 with The Aetna Casualty and Surety Co. as Surety, filed.		
August 13, 1937, Order of Service filed.		
		Now, August 12, 1937, it is ordered that the Prothonotary
		give notice of the filing of the proceeding for injunction in
		this case, & that hearing thereon will be held on Wednesday,
		August 18, 1937 at 9:30 A.M. at the Court House in Clearfield,
		to the person or persons who signed the affidavit attached
		to each petition, by Registered Mail, and by ordinary mail
		to at least two others of the petitioners. By the Court,
		W. Wallace Smith, P.J.
August 16, 1937, Motion to Continue filed by Bell & Brockbank, Attys.		
		Now, August 16, 1937, on motion of Bell & Brockbank,
		Attorneys for Claimant, the preliminary injunction granted in
		this case is continued until Wednesday, August 18, 1937, at
		further order by this Court. W. Wallace Smith, P.J.
		August 16, 1937, Service is accepted on behalf of the
		Commissioners of Clearfield County, who join in the above
		motion and agree to the continuance of the preliminary
		injunction, as requested. Frank G. Smith, County Solicitor
		Aug 19. 1937 Motion to dissolve preliminary Injunction by W. Albert Ramey.
		And now Aug. 25, 1937 in accordance with opinion filed to No. 9 Sept Term 1937,
		the temporary injunction heretofore granted restraining the County Commissioners

from proceeding, to submit a referendum to the voters of the Boro. of Wallaceton upon the question of local option under the Malt Beverage Act is dissolved the Bill in Equity is dismissed, and the costs are directed to be paid by the complainant. By the Court, W. Wallace Smith, P. J.

Cont'd from Page 327 - Re: F. Elizabeth Patter, et al - No. 2 Sept. T. 1936

Brought Forward 399.39

Oct. 22 Co. Natl. at Clfd, Successor Trustee for F. Elz. Patter, et al - Francis Shellenn et ux - Int. 11/27/36 to 5/27/37 on $1500.00 mtge. participation 45.00

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Summary

Total Income		753.66
Total Disbursements		444.39
Balance for distribution		$309.27

Distribution Account

F. Elizabeth Patter - 1/6 of $309.27		51.55
Grace O. Patter Est - 1/6 of 309.27		51.54
Dudley G. Patter - 1/6 of 309.27		
less advance 6/1/35 of 25.00	26.55	
	25.00	51.55
Mary Patter Anderson -		
1/6 of 309.27 less advance	26.55	
6/1/35 of $25.00; plus share	17.39	
of taxes and ins. on home-	25.00	68.94
stead prop. deducted from		
Geo. R. Patter share		
George R. Patter - 1/6 of 309.27 less		
Mary Patter Anderson share of		
taxes & ins. on homestead prop.		34.15
Harry B. Patter Est. -		
1/6 of $309.27 less advance	26.54	
6/1/35 of $25.00	25.00	51.54
		$309.27

Receipt of The County National Bank at Clearfield, Successor Trustee for F. Elizabeth Patter, et al -

Received from Joshua L. Foster, Receiver of the County Natl Bank of Clearfield, Pa., Trustee for F. Elizabeth Patter, Grace O. Patter, Dudley G. Patter, Mary A. Patter Anderson, George R. Patter and Harry B. Patter, under Agreement dated Oct. 9, 1931, the following assets:

Mortgages:

$1900 Participation Cert. No. 29 in Mtge of Wm. C. Glass dated 12/8/29 due 12/18/30 for $3000.00 - (Int. pd. to 9/28/33) 1900.00

$1500 Participation Cert. No. 32 in Mtge of Frances C. Shillenn & Carolyn Shillenn dated 5/27/26 due 5/27/29 for $2400.00 1500.00

(int. pd. to 11/27/36)

Continued on Page 331

$5000.00 Participation in mtge of Edw. Earl Smith dated 6/13/23 due 6/13/24 for $18,000. reduced by payments to $7,000. (int. pd. to 12/16/36) 5000.00

$4000.00 Participation in mtge of Daniel Lefflet dated 9/4/31 due 9/4/34 for $5000.00 (int. pd. to 8/4/33) 4000.00

$2000.00 Participation in mtge of J. Bruce Meyer dated 3/10/24 for $10,500. reduced by payments to $6050. (Int. pd. to 2/18/33) (payment on acct int. $40.43) 2000.00

$266.66 participation in mtge of Chas. Edw. Williams & Bessie V. Williams dated 5/20/29 due 5/20/32 for $1500.00 reduced by payments to $500.00 266.66

The County Natl Bank at Clearfield, Successor Trustee for F. Elizabeth Patter et al

E. M. Henry, Trust Officer

Schedule "A" - Trust #238

Income received and disbursements made since Auditors distribution report.

Income

1936		
Sep. 2	Atchison, Topeka & Santa Fe Rwy. Co. - Div. of $2.00 per share on 3 shares stock	6.00
Oct. 2	Armour & Co. of Del. - preferred stock div.	10.50
Oct. 2	Assoc. Gas & Elec. Co. - Semi-annual int. on 5% debenture bonds due 1968	12.50
Oct. 28	Jacob Dold Packing Co. bonds - cpns. due 11/1/36	30.00
Oct. 28	Harbison-Walker Ref. Co. - Preferred Dividend	4.50
Dec. 1	Pennroad Corp. - Div. of .25¢ a share on 18 shares	4.50
Dec. 22	Trans-Lux Daylight Picture Screen Corp. - Spec. Div.	1.00
1937		
Jan. 2	Armour & Co. of Del. - Div. of 1¾% on 6 shares Pfd. stock	10.50
Jan. 25	Harbison-Walker Ref. Co. - Div. on Pfd. stock	4.50
Feb. 1	Natl. City Bank of N.Y. - Dividend	1.50
Mar. 2	Trans-Lux Daylight Picture Screen Corp. - Dividend	2.00
Apr. 6	Assoc. Gas & Elec. Co. - Semi-annual int. on 5% debenture bonds due 1968	12.50
Apr. 6	Armour & Co. of Del. - Div. of 1¾% on 6 shares Pfd.	10.50
Apr. 14	Co. Natl Bank at Clfd. - Accrd. int. 11/1/36 to 4/7/37 on $1000. Jacob Dold Packing Co. bond sold	26.17
Apr. 21	Harbison-Walker Ref. Co. - Preferred Div.	4.50
Jul. 2	Armour & Co. of Del. - Div. of 1¾% on 6 shares Pfd. stock	10.50
Jul. 22	Harbison-Walker Ref. Co. - Pfd. stock div.	4.50
Aug. 2	Natl City Bank of N.Y. - Div. .50 per share on 30 shares	1.50
Sep. 1	Atchison, Topeka & Santa Fe Rwy Co. - Div. of $2.00 per share on 3 shares stock	6.00
Sep. 2	Trans-Lux Daylight Picture Screen Corp. - Div.	2.00
		$165.67
	Plus advance to Dudley G. Patter 11/4/34	15.00
		$180.67

September Term 1937

Bell & Brockbank	W. E. Washburn		August 12, 1937, Bill in Equity filed by William E. Washburn of Bradford Twp.
	9		Now, August 12, 1937, upon consideration of the Bill of Complaint and affidavits attached thereto, and upon motion of Bell & Brockbank, attorneys for plaintiff, it is ordered, adjudged and decreed as follows:
Frank G. Smith	J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County		1. That a preliminary injunction is hereby entered upon security being entered in the sum of $200.00, and the defendants, J. Clifton Gatehouse, T. R. Weimer and Willard V. Cass, Commissioners of Clearfield County, Pennsylvania, their agents at employees be and are hereby enjoined and restrained from taking any steps in the proceeding to place the following question on the ballot for Bradford Township for use in the Primary Election to be held September 14, 1937:
Pro		2.50	Do you favor the granting of malt and brewed beverage retail dispenser licenses for consumption on the premises where sold in Bradford Township, Clearfield County, Pennsylvania?
"		.50	This injunction to continue for five days sec. reg. and a motion for its continuance will thereafter be heard by the Court on August 18, 1937 at 9:30 o'clock A.M., continuance beyond the five days to be granted on motion of either complainants or respondents.
		3.00	By the Court, W. Wallace Smith, P.J.
Sept. 4, 1937, Rec'd of Pliff Atty $3.00 being costs in full W. R. Gallagher, Pro.			August 12, 1937, Service accepted by copies. Frank G. Smith, Atty for Co. Comrs.
			August 12, 1937, Affidavits of W. E. Washburn and Homer L. Wilson filed
			August 12, 1937, Bond in the sum of $500.00 with The Aetna Casualty and Surety Co., as Surety, filed
			August 13, 1937, Order of Service filed.
			Now August 12, 1937, it is ordered that the Prothonotary give notice of the filing of the proceeding for injunction in this case, and that hearing thereon will be held on Wednesday, August 18, 1937 at 9:30 o'clock A.M. at the Court House in Clearfield, to the person or persons who signed the affidavit attached to each petition, by Registered Mail, and by ordinary mail to at least two others of the petitioners. By the Court, W. Wallace Smith, P.J.
			August 16, 1937, Motion to Continue filed by Bell & Brockbank, Attys.
			Now, August 16, 1937, on motion of Bell & Brockbank, Attorneys for Complainant, the preliminary injunction granted in this case is continued until August 18, 1937, or further order by this Court. W. Wallace Smith, P.J.
			August 16, 1937, Service is accepted on behalf of the Commissioners of Clearfield County, who join in the above motion and agree to the continuance of the preliminary injunction as requested. W. Wallace Smith, P.J.
			Aug 19 1937 Motion to dissolve preliminary injunction by H. Albert Ramey
			Aug 26 1937 Opinion filed

Order:- And Now Aug 25. 1937 in accordance with opinion filed herewith: the temporary injunction heretofore granted restraining the County Commissioners from proceeding to submit a referendum to the Voters of Bradford Township upon the question of local option under the Malt Beverage Act is dissolved, the Bill in Equity is dismissed, and the costs are directed to be paid by the Complainants By the Court

W. Wallace Smith, P.J.

Cont'd from Page 329 - Re: F. Elizabeth Pattet, et al - No. 2 Sept. T. 1936

Disbursements

1937
Feb. 15 Res. Acct for Taxes - Pa. 4 mill personal prop. tax for 1937 - 8.51; Clfd. Co. 4 mill personal prop. tax for 1937 less 5% - 8.09 16.60

Apr. 14 Brokers fee on sale $1000. Jacob Dold Packing Co. 6% bond 2.25

Jul. 20 Trust Co. of N.A. - N.Y. state & Fed. stock transfer tax on 20 shares Trans-Lux Daylight Picture Screen Corp. common stock .64

Jul. 22 Colonial Trust Co. - Fed. transfer & Pa. taxes on 3 shares Harbison Walker Ref. Co. - preferred stock .21

Jul. 22 J. P. Morgan & Co. - N.Y. State & Fed. transfer taxes on 3 shares Northern Pacific Rwy. Co. stock .21

Jul. 22 Natl. City Bank of N.Y. - N.Y. State & Fed. transfer taxes on 3 shares of Natl. City Bank of N.Y. stock .26

Jul. 24 Jacob Dold Packing Co. - N.Y. State & Fed. transfer taxes on 6 shares Jacob Dold Packing Co. Pfd. stock .42

Aug. 9 Atchison, Topeka & Santa Fe Rwy. Co. - N.Y. State & Fed. taxes on 3 shares of stock .21

Oct. 22 Res. Acct for taxes - Additional Co. & Pa. 4 mill taxes on items not included in 1937 returns 11.66

Oct. 22 Co. Natl. Bank of Clfd. - 5% com. on $165.67 income col. since Auditors distribution report 8.28

Estate income cash bal. as distributed by Auditor, amt. distributed $266.96 should be $265.96 1.00

41.74

Summary

Total income	$180.67
Total Disbursements	41.74
Balance for Distribution	$138.93

Distribution Account

Johnson W. Pattet

Armour & Co. of Del., Pfd. Div.	7.00	
Atchison, Topeka & Santa Fe Rwy. Div.	4.00	
Pennroad Corp. - Div.	.75	
Natl. City Bank of N.Y. - Div.	1.00	
Share of Cash	5.84	18.59

F. Elizabeth Pattet

Armour & Co. of Del. - Div.	7.00	
Atchison, Topeka & Santa Fe Rwy. Co. - Div.	4.00	
Pennroad Corp. - Div.	.75	
Natl. City Bank of N.Y. - Div.	1.00	
Share of Cash	5.85	18.60

Dudley G. Pattet

Armour & Co. of Del. - Pfd. Div.	7.00	
Atchison, Topeka & Santa Fe Rwy Co. - Div.	4.00	
Pennroad Corp. - Div.	.75	
Natl. City Bank of N.Y. Div.	1.00	
Share of Cash	5.84	18.59

Mary Pattet Anderson

Armour & Co. of Del. - Pfd. Div.	7.00		
Harbison Walker Ref. Co. - Pfd. Div.	6.00		
Pennroad Corp. - Div.	.75		
Trans-Lux Daylight Screen Corp. - Div.	1.25		
Share of Cash	5.84	20.84	76.62

Brot Forward			76.62
George R. Pattet			
Armour & Co. of Del. - Pfd. Div.	7.00		
Harbison-Walker Ref. Co. - Pfd. Div.	6.00		
Pennroad Corp. - Div.	.75		
Trans-Lux Daylight Screen Corp. - Div.	1.25		
Share of Cash	5.84	20.84	
Harry B. Pattet Est.			
Assoc. Gas & Elec. Co. - Int 9/15/36 to 4/1/37 on $500. bond due 1968	13.54		
Trans-Lux Daylight Pic. Screen Corp.	1.25		
Share of Cash	5.84	20.63	
Grace O. Pattet Est.			
Armour & Co. of Del. - Pfd. Div.	7.00		
Harbison-Walker Ref. Co. - Pfd. Div.	6.00		
Pennroad Corp. - Div.	.75		
Trans-Lux Daylight Pic. Screen Corp.	1.25		
Share of Cash	5.84	20.84	62.31
			138.93

Jan. 28, 1938, Receipts filed. Trust #238

Receipt of Johnson W. Pattet -

I, Johnson W. Pattet, of Karthaus, Pa., do hereby acknowledge that I have this day had and received from Joshua L. Fastet, Receiver of the County National Bank of Clearfield, Pa., Trustee for Johnson W. Pattet, et al, under Agreement executed Oct. 9, 1931, following assets:

Cash: Distributive share as per Auditors report $144.35
Distributive share of net income recd. 6.75, 16.38 167.48
since Auditors distribution as shown by statement of acct - Schedule "A" 18.59
$186.07

Bonds:

$1000. par value Berlin City Electric Co., Inc. 30 year 6½% Sinking Fund Debenture due Feb. 1, 1959 with coupon due Aug. 1, 1934 et seq. attached, Bond Number M4422.

Stocks:

1 share Armour & Co. of Del. 7% Guaranteed Pfd. Cert. # V087979
1 " Atchison, Topeka & Santa Fe Rwy Co., common, Cert. # A485730
1 " Northern Pacific Rwy. Co., common, Cert. # C368955
3 " Pennroad Corp. Voting Trust Cert. common stock, Cert # 542217
1 " Jacob Dold Packing Co., preferred, Cert. # 8534
1 " Natl. City Bank of N.Y., common, Cert. # C01740.24

I, Johnson W. Pattet, acknowledge receipt of a statement of the income received, disbursements and distribution made since the filing of the Auditors report and hereby approve the account as stated.

Johnson W. Pattet

Continued on Page 321

September Term 1937

Bell & Blackbank	William McCracken	August 13, 1937, Bill in Equity filed. Wherein William McCracken and prays as follows:
	10	That the defendants, J. Clifton Gatehouse, T. R. Weimer and Willard V. Cast, Commissioners of Clearfield County, be enjoined and restrained
Frank G. Smith	J. Clifton Gatehouse, T. R. Weimer and Willard V. Cast, Commissioners of Clearfield County	from incorporating in the ballot, to be submitted to the voters of Ferguson Township at the Primary Election to be held on September 14, 1937, the following question:
		Do you favor the granting of malt and brewed beverage retail dispenser licenses for consumption on premises where sold in the Township of Ferguson, Clearfield County, Pa.?
	Pro 2.50	That the defendants, be enjoined and restrained from submitting to the voters of Ferguson Township the above stated question; and that they, the defendants, be ordered and decreed to produce and exhibit for inspection and examination all books, cards, ledgers, documents and all manner of rights and evidence in their possession or control relating to, pertaining to, or in anywise touching the matter or things mentioned in this Bill.
	" 50	
	3.00	
Sept 4, 1937, Recd of Pelf Atty $3.00 being costs in full.		That the defendants, be required to answer such questions as may be put to them at hearing at such time as may be fixed by your Honorable Court.
W. R. Gallagher, Pro.		Wm. McCracken
		August 13, 1937, Service accepted by copies. Frank G. Smith, Atty. for Commissioners
		Aug 19, 1937, Motion to dissolve preliminary Injunction filed by W. Albert Ramey
		And now Aug. 25, 1937 in accordance with opinion filed to No. 9 Sept T 1937, the temporary injunction heretofore granted restraining the County Commissioners from proceeding to submit a referendum to the voters of Ferguson Twp upon the question of local option under the Malt Bevera Act is dissolved, the Bill in Equity is dismissed, and the costs are directed to be paid by the complainant.
		By the Court, W. Wallace Smith, P. J.

Cont'd from Page 307 - Law Dack Sykes vs Clara Sykes, et al - No. 3 May T. 1937

being a one-sixth interest, in $1500.00 which was retained June 22, 1937 and held in escrow for the payment of any potential stock assessment on 15 shares of County National Bank of Clearfield, common stock, owned by Law D. Sykes Trust Estate for which the County National Bank of Clearfield was acting as Trustee, said $1500.00 retained by Order of Court dated May 10, 1937.

Therefore, I, Ruth Sykes Millet, do release, quit-claim and forever discharge Joshua L. Foster, Receiver of the County National Bank of Clearfield, their successors or assigns, from any and all duties and liabilities arising out of the administration of said Estate.

Signed and sealed on Jan. 22, 1938. Ruth Sykes Millet

January 25, 1938, Receipt of Walter Sykes filed

I, Walter Sykes of Ridgeway, Pa., do hereby acknowledge that I have received from Joshua L. Foster, Receiver of the County National Bank of Clearfield, the sum of $250.00 in full satisfaction and payment of my distributive share, being a one-sixth interest, in $1500.00 which was retained June 22, 1937 and held in escrow for the payment of any potential stock assessment on 15 Shares of County National Bank of Clearfield, common stock, owned by Law D. Sykes Trust Estate for which the County National Bank of Clearfield was acting as Trustee, said $1500.00 was retained by Order of Court dated May 10, 1937.

Therefore, I, Walter Sykes, do release, quit-claim and forever discharge Joshua L. Foster, Receiver of the County National Bank of Clearfield, their successors or assigns from any and all duties and liabilities arising out of the administration of said Estate.

Signed and sealed on Jan. 22, 1938. Walter Sykes

September Term, 1937

Arnold & Chaplin	Curwensville Building & Loan Association		August 31, 1937, Bill in Equity filed. Wherein the mortgage from R.R. Robinson and Millie G. Robinson to the Curwensville Building and Loan Association was satisfied through mistake, and was not intended to be satisfied unless and until the
	11		
Chase & Swoope	R.R. Robenson, Millie G. Robinson and L.G. Datt, Recorder of Deeds		Robinson mortgage against H.G. and Lorena V. Lucas (or any judgment given to secure the same debt) be also satisfied. That the bond and mortgage given by Robinsons to the Building and Loan Association has not been paid and that
	Pro By Atty	2.50	there is due thereon the sum of $675.00,
	"	50	which the said Robinsons are bound to pay.
	L.E. Strunk Sub	5.90	Wherefore, plaintiff prays that said
	Pro	1.00	satisfaction be stricken from the record
	"	50	and that a copy of the decree striking said
	"	50	satisfaction from the record be noted on
St. to Deft. atty	10-28-38	10.90	the margin of said mortgage and in the
	Peff Writ Bill	23.60	index to mortgages in said office of the
		34.50	Recorder of Deeds of Clearfield County; and
			further that a notation be entered upon
			the margin of said mortgage, and the
			index thereto of the filing of this Bill in
			Equity, and that similar appropriate
			notations be entered opposite or beside
			the satisfaction stamped upon said record.
			Arnold & Chaplin, Attys. for Peff.
			Decree: Now, August 31, 1937, the plaintiff
			having filed its Bill in Equity against
			R.R. Robinson and Millie G. Robinson, and
			L.G. Datt, Recorder of Deeds, of Clearfield County,
			Pa., inter alia, for a decree to strike off the
			satisfaction of a certain mortgage found
			in the office of the Recorder of Deeds in
			Mortgage Book 83 page 182, that the said
			Recorder of Deeds is hereby directed to
			make appropriate entries in the indices
			to mortgages and upon the record of the
			said mortgage so recorded in Mortgage
			Book 83 page 182, to the effect that the
			instant Bill in Equity is filed to strike off
			the satisfaction noted thereon, and further
			directed to make appropriate entries
			opposite the said entry of satisfaction
			to the same effect. By the Court,
			W. Wallace Smith, P.J.
Sept. 2, 1937, issuance waived			Copy of Decree certified to L.G. Datt, Recorder
			August 31, 1937, Service accepted and copy received,
			Chase & Swoope, Attorneys for Defendants
			Sept. 15, 1937 Chase & Swoope, Attys enter their appearance
			for Defendants
			Nov. 1, 1937 Defts Answer with accepts for Peff
			Arnold & Chaplin attys for Peff

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Contd from Page 334

March 3 1938 Motion to Amend Bill in Equity by Arwed & Chaplin attys and Mar 3. 1938 Amendment allowed By the Court and filed
April 21 1938 Testimony taken Mar 16. 1938 before H. Wallace Smith P.J Lodged.
April 25 1938 Notice of Lodging Testimony filed
Oct 27 1938 Opinion filed
Order: Now Oct 27. 1938, in accordance with opinion herewith, L. G. Darr, the Recorder of Deeds of Clearfield County, is directed to strike off the record the satisfaction dated June 21, 1937, entered upon the record of Mortgage of R.R. Robinson and Millie G. Robinson to the Curwensville Building and Loan Association, recorded in Mortgage Book 83 Page 182.

It is further ordered and decreed that the said Mortgage owned by the Curwensville Building and Loan Association and recorded in Mortgage Book 83 Page 182, shall not be deemed to be merged or extinguished by reason of the making of a Conveyance from Harry G. Lucas and Lorena V. Lucas to said Association, which conveyance was recorded August 27. 1937, in Deed Book 319 Page 157.

The costs of this action are directed to be paid by the defendants, R.R. Robinson and Millie G. Robinson.

This decree shall be entered ni si and if no exceptions thereto are filed within ten days shall then become absolute and be so entered by the Prothonotary.

By the Court. H. Wallace Smith Pres Judge

Oct 27. 1938 Decree ni si entered.

W. R. Gallagher. Prothy.

Oct 27 1938 Order certified to L G. Darr Recorder of Deeds. Oct 27. 1938 Notice of filing Opinion given to Counsel of record

Nov 7 1938 Decree Absolute Entered. as per above order of Court

W. R. Gallagher Pres

December Term 1937

C R Kramer	W M Dale and Fred A Dale	Sept 27, 1937, Bill in Equity filed. Wherefore, your petitioners need relief and pray as follows: That C J Lewis, the defendant, be restrained from further operation of the mine and from the removal of coal therefrom. That C J Lewis be restrained from further depriving complainants and their employees of the right to enter and operate the said mine. That the lease be reformed to read the upper Moshannon vein instead of the Moshannon vein of coal. The defendant account to the complainants for all of the coal mined and removed therefrom to the extent of the profit which complainants would have received in mining the same. Such further relief as to your Honorable Court may seem proper. (Clarence R Kramer, Atty for Complainants
Sept 27	F	Sept 28, 1937, 3 copies certified to Sheriff.
Chase & Swoope	C J Lewis Edna M Lewis	Sept 29 1937 Pet for Rule by C R Kramer Now, Sept 29 1937 Rule is granted upon the Defendants to show cause why a Mandatory Injunction should not enter pursuant to the prayer of the petition. Ret 5th day of Oct 1937 W. Wallace Smith, P J
Pro By Atty 2.50 Prs 1.50 Shff 6.90 Shff Rule 6.70 Crs .50		Sept 29 1937 Rule Issued to Sheriff Sept 30 1937 at 11:50 A.M. served the within Bill in Equity on C J Lewis and Edna Lewis by handing Edna M Lewis, personally at her home in Twp of Lawrence a true copy of the original and made known to her the Contents thereof. Service on C J Lewis by handing to his wife a true Copy, at her home in the Twp of Lawrence and made known to her the Contents thereof. So ans. Clarence H Ammerman, Shff
		Sept 30 1937 at 11:50 A.M. Served within Rule and petition for Injunction on C J Lewis and Edna M Lewis by handing to Edna M Lewis, personally at her home in the Twp of Lawrence true and attested copies of the original Rule and Petition, she being one of the defendants and an adult member of the family of C J Lewis and by making known to her the Contents thereof. So ans Clarence H Ammerman Shff
		Oct 5 1937 By paper filed Chase & Swoope atty enter their appearance for C J Lewis & Edna Lewis Defts

Continued from Page #348- No. 2 May T. 1935- Re: Mortgage from Cecil F. Kilson et al to Clfd. Natl. Bank

1946	Brought forward			$813.87
Nov. 25	Moore, Kilson & Co.- premium on use policy			.07
1946				
Mar. 6	Clearfield Boro- tax claim of Clearfield Boro. vs Cecil F. Kilson Est. entered #5 Feb. T, 1937- $157.50 with int. from 1/1/37			163.15
Mar. 6	Clearfield Co.- claim of Clearfield Co. vs Cecil F. Kilson Est. entered #6 Feb. T, 1937, amount $105.00 with int. from 1/1/37			130.39
Mar. 6	Poor District of Clearfield Co.- tax claim of Poor District vs Cecil F. Kilson Est. entered #7 Feb. T, 1937, amount $66.50 with int. from 1/1/37			83.50
Mar. 6	Marie O. McFadden- Prothonotary- satisfaction fees for Feb. T. 1937- Nos. 5, 6, & 7			1.50
Mar. 14	Keir K. Mellen, Recorder of Deeds- Satisfaction of Cecil F. Kilson mtg.			.25
May 22	Smith & Maine- Attorneys-at-law- legal services:			
	Title search	$35.00		
	Preparing Quitclaim deed- Emma P. Kilson to Semicon	5.00		
	Preparing fund bond	10.00		
	Preparing bond & mtge. Semicon to bank	5.00		
	Satisfaction tax claim nos. 5, 6, & 7 Feb. T. 1937	5.00		
	Recording deed- Co. Commrs. to Co. Natl.	2.50		
	Recording deed- Co. Natl. to Semicon	2.75		
	Federal Revenue Stamps	11.00		
	Recording Quitclaim deed- Emma P. Kilson to Semicon	2.75		
	Recording Mtge.- Semicon to Co. Natl. Bk.	3.00		
	Preparing Bond, Mtge. & Deed for Sale	15.00		
		$97.00		
	Less share paid by Clifford S. Semicon	48.50	48.50	
May 22	John M. Urey, Attorney-at-law- services looking up data & preparing assgmt. of mtge. by Mark T. Bender, Rec. Co. Natl. Bank, Trustee		10.00	$1,251.23
1935	Administration Expenses:			
May 16	John M. Urey, Atty.-at-law- services in connection with appointment of new trustees		75.00	
Oct. 9	The Co. Natl. Bank at Clfd.- commission on $7340. recd. for sale of Pascaline Kilson property at corner of 2nd & Locust Sts., Clfd, Pa.		367.00	
1946				
June 20	The Co. Natl. Bank at Clfd.- commission on $10,000.00		500.00	
June 20	Marie O. McFadden, Prothonotary			
	Filing this account	$7.00		
	Filing Notice of Filing Account & of Intention to Apply for Confirmation	2.50		
	Filing distribution receipts	1.00		
	Petition & Order for Discharge	3.50	13.00	
June 20	The Clearfield Progress			
	Advertising this Account	$13.92		
	Two proofs of publication	1.00	14.92	
June 20	Courier Express			
	Advertising this account	$14.52		
	Two proofs of publication	1.00	15.52	
June 20	Smith & Maine, Attys.- legal services		50.00	$1,035.44

Continued on Page "I" in back Index.

December Term, 1937

Bell & Silberblatt	Fannie S. Fulford		Nov. 26, 1937, Bill of Complaint filed.
			Wherein your Orator prays as follows:
			That the said A. B. Lansbetty furnish
Nov. 26	2		to your Honorable Court a full and complete
			accounting of the receipts and disbursements,
			and of his assets and liabilities, showing the
John A. Forsyth	A. B. Lansbetty		cost of operation of said mine, known as
			Briar Hill Coal Mining Co. located in Decatur
			Township, since January 1, 1926 to the present
	Pto	2.50	date
	Shff.	5.50	That the said A. B. Lansbetty be enjoined
	Prs	.50	from transfessing any of the assets from said
	"	.50	mine until further Order of your Honorable
	"	1.00	Court.
S. to Deft. 6/17/38		10.00	That the said A. B. Lansbetty be requested
			to account to your Honorable Court for the
			personal property, machinery and mine cars
			received from your Orator and her husband,
			and no longer on said premises.
			That a decree be made against the said
			A. B. Lansbetty for such an amount as your
			Honorable Court shall determine shall be fair
			compensation for any property or assets
			wrongfully destroyed, sold or removed from
			said property by the said A. B. Lansbetty.
			That the said A. B. Lansbetty be directed
			and compelled to remove from said premises
			and reconvey and deliver to your Orator,
			possession and title to said premises.
			That the agreement between the Cassler
	Coal Sales Agency		and the said A. B. Lansbetty, be cancelled as
	assigned to your Orator,		as justice does require.
			That the said A. B. Lansbetty be
	required to furnish to your Orator all papers, books, accounts
	and other data showing his operation of said mine, and the
	status of the accounts between himself and the Cassler Coal
	Sales Agency under the lease agreement between said A. B. Lansbetty
	and the Cassler Coal Sales Agency.
			For such other just and equitable
	relief as the circumstances of the case shall require.
			Fannie S. Fulford

Now, Dec. 4, 1937, at 11:45 A.M. served the within Bill in Equity on A. B. Lansbetty by handing to him personally at the store in Bishtown a certified copy of the original and made known to him the contents thereof. So Answers, Clarence H. Ammerman, Shff.

Dec 20 1937 time for filing answer is extended thirty days. N. Wallace Smith P.J.

Now Jan. 24 1938 upon presentation of within motion, in presence of M. L. Silberblatt, Atty for Peff. and there being no objection made, the time to file an answer is extended to April 1, 1938. N. Wallace Smith P.J.

Now May 23. 1938 By paper filed by Bell & Silberblatt, Attys for Plaintiff Judgment of Non pros is directed to be entered against the Defendant for failure to file an Answer within thirty days of the service of the Bill upon him, and case directed place on next Argument Court.

Judgment Non pros.

Order:- Now June 16 1938. Judgment having been taken against the Defendant for failure to file an Answer, and the Peff having stated her desire not to press any demand for an accounting, but desiring that the provisions of clause C of the prayer of said bill be enforced, it is, therefore, Ordered, Adjudged and Decreed that A. B. Lansberry, Deft. be directed to surrender any or all title or right of possession claimed by him under the agreement of Dec 29, 1935 or otherwise; and Fannie A. Fulford, Peff. be and is hereby vested with title and right of possession of the property formerly known as the Trojan Coal Company, insofar as herself and A. B. Lansberry, or any assignee of A. B. Lansberry, be concerned. It Is Further Ordered that said A. B. Lansberry is enjoined from removing any personal property from said premises or dealing further with said real estate, without Authorization of this Court first had and obtained and that all title and right of possession thereof be cancelled and void from this date henceforth. The costs of this proceeding to be assessed against said A. B. Lansberry.

By the Court. H. Wallace Smith. C. J.

December Term 1937

Clarence R. Kramer	Frank Bennett, Cecil Sarah E. Bennett	Framed Issue, Transfered from Interpleader Proceedings No. 9 Sept T. 1936, In Equity. By the Court. Dec 3 1937 Reffs Statement filed, 9 Copies Cert to Sheriff
Dec 3	3	Hearing to be held at the regular time for the Equity List or at such earlier date as may be specially ordered hereafter By the Court, W. Wallace Smith, P.J.
Arnold + Chaplin	Cecelia A. Cassidy Dora Livergood Mae Hagarty Albert Cassidy Charles Cassidy Emma Wingert Edna Young + Lewis Cassidy being the surviving heirs of Mike Cassidy, Decd.	Nov. 7. 1937 Service accepted for North American Refractories Company by Copy. Arnold + Chaplin attys. Dec 17. 1937 By paper filed Arnold + Chaplin enter their appearance for Cecelia A Cassidy individually and Cecelia A Cassidy, Admrx of Est of Mike Cassidy Jan. 19, 1938 Preliminary Objections filed by Arnold + Chaplin, atty for Cecelia A. Cassidy. Jan 21. 1937 served on us by copy. Clarence R. Kramer atty for Complainants.
Arnold + Chaplin	Cecelia A. Cassidy formerly Administratrix of the Estate of Mike Cassidy	Dec 11, 1937, I hereby deputize the Sheriffs of Philadelphia County and Montgomery County to serve attached Bill in Equity in my stead according to law. Clarence H. Ammerman Sheriff of Clearfield County Now, Dec 9, 1937, at 12:40 o'clock P.M., served Bill in Equity, with Plaintiff's statement on Edna Young, personally, at her home on Church Road, Rockledge, Montgomery County, Pa., by handing to her a true and attested copy of the original and making known to her the contents thereof. So answers, Edwin H. Bolbs Sheriff of Montgomery Co.
Pro	2.50	
" 6 Copies	2.50	
"	50	
"	50	
Shff	21.70	Now, Dec 14, 1937, served Bill in Equity, with Plaintiff's Statement, a 4:15 P.M. on Mae Hagerty, personally, at her home, Cor ner 17th St + Allegheny Ave., Philadelphia County, Pa., by handing to her a true and attested copy of the original and making known to her the contents thereof. Dec 23, 1937, served Bill in Equity, with Plaintiff's statement, on Emma Wingert, personally, at her home #355 Stephens Road, Philadelphia County, Pa., by handing to her a true and attested copy of the original and making known to her the contents thereof. So answers, Wm. J. Hamilton, Jr., Sheriff of Philadelphia County
Bro	50	
		Now, Dec 13, 1937, at 12:45 o'clock P.M., served Bill in Equity, with Plaintiff's statement on Cecelia Cassidy personally by handing to her a true and attested copy of the original and making known to her the contents thereof, at the home of Ed. McKeown in Pike Twp. Dec 13, 1937, served the Bill in Equity with Plaintiffs's statement on Chas. Cassidy personally at his home in Penn Twp at 2:30 P.M. Dec 13, 1937, at 3:45 P.M. served Bill in Equity with Plaintiff's statement on Albert Cassidy at his home in Cutwensville, Pa., by handing ~~him~~ a true and attested copy of the original to his wife and making known to her the contents thereof. Dec 15, 1937 at 3:00 P.M. served Bill in Equity with Plaintiffs' statement on Dota Livergood personally at her home on

331 West 6th Ave, Clearfield, Pa. by handing to her a true and attested copy of the original and making known to her the contents thereof.
Jan. 31, 1938, Return this writ Nil Habet as to Lewis Cassidy. So answers
John J. Sharkey, Shff.

March 7 1938. Order entered by Clarence R. Kramer, Atty for Pltff, that the Bill be taken pro Confesso, as to Defendants Edna Young, Mae Hagerty, Emma Wingert, Charles Cassidy, Albert Cassidy and Dora Livergood, for failure to appear or file answer.
March 28 1938 Leave granted Plaintiff to amend Statement of Claim by adding the averments hereinafter set forth. By the Court. W. Wallace Smith, P.J.
March 29 1935 Amendment to Statement of Claim filed by C. R. Kramer, Atty.
March 28 1938 Service accepted of Motion by Copy Arnold & Chaplin, attys for Cecelia Cassidy individually and as Administratrix, three copies Cert to Sheriff
Mar. 7 1938 Petition for leave to amend and Rule to show cause why amendment Excluding parties should not be allowed, presented and action defunct until Mar. 16 next, when the case is fixed on the Equity List. W. Wallace Smith filed
Oct 4 1938, By Clarence R. Kramer Atty.
Sept 30 1938 Opinion filed
Order: And Now, Sept 30 1938, in accordance with opinion herewith, the Bill in Equity designated as Plaintiff's Statement of Claim in this proceeding on behalf of Frank Bennett and Sarah E. Bennett, as claimants of royalties in the amount of $27.50 and royalties accruing in future on the lease of Michael Cassidy to the Crescent Refractories Company, dated April 12, 1920 and recorded in Miscellaneous Book 45 Page 216 is dismissed. By the Court. W. Wallace Smith, P.J.
Sept 30 1938 Exception Noted and bill sealed to the plaintiffs, Frank Bennett and Sarah E. Bennett. By the Court. W. Wallace Smith, P.J.
Oct 3 1938 Notice of filing given to Counsel of record

February Term 1938

Chase & Swoope	Fannie Erhard et al		January 14 1938 Bill of Complaint filed
			3 copies Certified to Sheriff
			Whereupon the Pffs complains and says.
	1		That on or about Mar. 27, 1935, your petitioner and
			Clem Erhard, B W Erhard, Edith J. Erhard, Maude E. Bevans,
W. C. Chase	William G. Boyce		Clarence A. Bevans, Lewis S. Boyce, James Boyce, Wm. G.
John C. Forsyth			Boyce, Ethel S. Boyce, Geo. L. Bright, R. J. Witherow,
			Bruce Witherow, Mary Witherow and Samuel Witherow
	Pro.	2.50	were the owners as tenants in Common of a farm
	Shff	2.70	situate in Knox Township
	Pro	.50	That Alvin Erhard one of the owners died Mar. 23. 1935 and
Jan 18 39	"	.50	Maude E. Bevans + Wm G. Boyce were appt Executors of the
	"	1.00	Est. That the parties under the Will agreed to Convey
	Pro	.50	title unto Wm G. Boyce for the purpose of procuring
	Pro	.50	a Home Owners Loan in order that the debts might
	Pro. adv Pd by W. G. Boyce acct C.No 3593-94	7.00	be paid in more satisfactory terms,
7-19-39	Pro	5.00	That Wm. G. Boyce pursuant to agreement was to
	Pro audits acct	3.00	hold title for the benefit of the other tenants.
		23.20	That after Deed was delivered to Wm G. Boyce said
	Pro	1.00	Wm G. Boyce refused to sign the agreement of trust,
			Wherefore your Orator prays
			That it be decreed that the Deft reconvey to the afore-
			mentioned parties and that the Deed be cancelled,
			That Wm G. Boyce account for his management of the
			farm and all property Contained during possession,
			That Wm G. Boyce be restrained and further enjoined
			from disposing of said property encumbering the same
			or otherwise converting to his own use any property
			corporeal, or incorporeal pending the hearing of the
			Cause by your Honorable Court
			Fannie Erhard.
			Jan 26. 1938 at 11-45 A. M. Served the within
			Bill in Equity together with notice endorsed thereon
			on the within named Deft William G. Boyce
			personally, at the Sheriffs office, Clearfield Pa
			by handing him true and attested copies, and
			making known to him the contents thereof.
			So Advs. John J. Sharkey, Sheriff
			Jan. 31, 1938 By paper filed, William C. Chase, Atty
			enters his appearance for William G. Boyce Deft.
			July 26, 1938, Request for Answer to Bill filed
			by Chase & Swoope, Attys.
			Now, July 26, 1938, Service accepted by copy.
			William C. Chase, Atty for Deft.
			Aug 4. 1938 Preliminary objections to Bill of Complaint fi
			Aug 5. 1938 Service accepted Issuance waived
			Chase & Swoope atty for Complainants
			Nov. 17. 1938 Answer to preliminary objections and Motion
			to amend
			Nov. 15. 1938 Service accepted by Copy John C. Forsyth atty
			for Wm G. Boyce.
			Order Jan 17. 1939 the answer of Fannie Erhard et al
			having been filed to the preliminary objections, and
			the same containing a request for an amendment
			of the Bill in Equity as set forth in paragraph

(15). leave is granted to amend the Bill in Equity as prayed for in paragraph (16) and so as to add the other parties named as complainants in this proceeding. The defendant is required to make answer to the amended Bill in Equity within fifteen days after notice of the filing hereof. By the Court. W. Wallace Smith

Filed by John C. Forsyth

Feb 6. 1939 Motion for extension of time to make answer, and defendant is granted until March 6. 1939 to make answer to Bill of Complaint filed

By the Court. W. Wallace Smith. P.J.

March 7. 1939 Answer to Bill in Equity filed by John C. Forsyth Atty. Now March 7. 1939 Service accepted by copies. Chase & Swoope. Attys for Pltff.

Order:-

Now June 14. 1939. after hearing in part of the case, and it appearing that various things are agreed upon between the parties, it is therefore ordered as follows:-

1. The Court finds that the real estate in question which was conveyed to William S. Boyce by the heirs of Alvin Erhard, is to be reconveyed to the persons who would be entitled thereto if said conveyance had not been made.

2. The said deed of reconveyance shall not be made immediately but at such time as the Court shall further order after determination of any equities which the parties may have arising from an accounting to be made by William S. Boyce for the period during which he was in possession.

3. Said William S. Boyce shall file a full account in such form as is usually required by the Rules of Court, of all sums of money and other items which he has received and expended, and for which he is accountable to the Alvin Erhard heirs under the arrangement under which he entered into possession of the property, which shall be filed before July 15. 1939. Upon the filing of said account it shall be subject to such exceptions as any of the parties may desire to file thereto for a period of fifteen days, and if any such exceptions are filed, or at the request of any of any party to these proceedings, the Court shall appoint a master or Auditor to audit said account and pass upon any questions arising therefrom and to determine any net balance which may be chargeable against the said William S. Boyce or which may arise in his favor from said accounting. Upon the report of such accounting and the final result of the audit thereof to the Court, an order will be made by the Court fixing the equities of the parties against the real estate.

4 Pending the completion of the proceedings for accounting hereinbefore referred to, the said property shall be held by William S. Boyce, but he is hereby restrained from disposing of, incumbering or otherwise changing the status of said real estate or any of the personal property remaining thereon and not of a perishable or consumable nature, until final determination of this Court of the equities of the parties. It is specifically understood that the said William S. Boyce shall have the right to remove any of his crops now in the ground as the season requires.

By the Court W. Wallace Smith P.J.

July 19. 1939 First and Final account of William S. Boyce. Dec'd. Alvin Erhard Real Estate filed and advertised in Curwensville Herald and Raftsman Journal and to be presented to the Court for nisi Confirmation Sept 5. 1939

July 28 1939 Exceptions to First and final account of William S. Boyce filed by Chase & Swoope Attys for B. F. Erhard.

August 15, 1939, Petition of B. F. Erhard filed, for Hearing on Accountant & for Appointment of an Auditor.

Now, August 15, 1939, it appearing that in pursuance of the Court's order made on June 14, 1939, an account has been filed and excepted to, and that these are complicated matters of accounting with numerous items involved, and that it is a proper case for the appointment of an Auditor to state an account in accordance with Equity Rule No. 65, the Court hereby, in pursuance of the petition presented by B. F. Erhard, appoints Harold Boulton, Esq. as Auditor in accordance with Equity Rule No. 65 for the purpose of

Continued on Page 392

February Term, 1938

Pentz & Pentz N. F. Womet	Du Bois Dairy Co., a Corp, Community Loan Co. of Du Bois, a corporation, The Du Bois National Bank of Du Bois, Pa., a corporation, Proctor & Gamble Distributing Co, a Corp., Reed, Murdock Co., a corporation, Runkle Co., a Corp.	January 19, 1938, Bill of Complaint filed. Wherein the parties plaintiff pray for equitable relief as follows: That preliminary injunction be granted restraining the defendant, G. B. Walls, or any of his agents, servants or employees, from sale or disposal by writ of execution or other legal process, of any of the assets of the said John S. Stewart. That the said G. B. Walls, the defendant, be directed to account for all of the goods, wares, merchandise, possessions and belongings of the said John S. Stewart as received by him as a member of the said Committee on October 20, 1937. That the said G. B. Walls be directed and enjoined by this Court to continue to carry on said business as a member of said Creditors Committee as agreed to by him on October 20, 1937 for the benefit of the parties plaintiff as well as other creditors of the said John S. Stewart. Such other and further equitable relief as the parties plaintiff herein may be entitled to. Pentz & Pentz N. F. Womet, Solicitors for Plffs.
2 G. B. Walls		
Pro 2.50 Pro 1.75 Pro .50 Shff 9.90 Pro .50 Peff Writ Bill CK 2038 28.00 Pro .50 43.65 Deft Writ Bill 14.40		
1/28/38 B. to Shff 2/5/38		Jan. 19, 1938, Order of Court filed. Now, January 19, 1938, on motion of Pentz & Pentz and N. F. Womet, attorneys for the above named plaintiffs, and on Bill filed and Preliminary Affidavit, a preliminary injunction is issued against the said G. B. Walls, restraining the said G. B. Walls, his servants, agents, employees and attorneys from holding any sale, or sales, either by landlord's warrant or on writ of fi fa, of any of the goods, wares merchandise, property, furnish- ings and equipment belonging to the Committee of G. B. Walls, A. L. White or C. L. Johnson, as committee for the benefit of the creditors, including parties plaintiff, or any goods, wares, merchandise, property and equipment belonging to John S. Stewart, or as contained or situated in the store room at No. 503 South Main Street in the City of Du Bois, Clearfield County, Penna., and the said G. B. Walls and his agents, servants, employees and attorneys be, and the same are hereby restrained and directed to refrain from such sale or exposing any of the property of the said John S. Stewart or the said committee, to any public sale on any writ of Landlord's warrant, until further order of this Court. By the Court, W. Wallace Smith, P.J.
March 11, 1938. Recd of Shff Costs: Peff. Writ Bill 28.00. Shff 9.90 Pro. 5.75. Total 43.65 W. R. Gallagher. Pro		
		Jan. 19, 1938, Injunction Affidavit of Geo. P. Boot and J. C. Kunes filed. Jan. 19, 1938, Bond of Du Bois Dairy Co., Community Loan Co. of Du Bois, Pa. and Du Bois National Bank of Du Bois, Pa., in the sum of $100.00 filed.

Jan. 19. 1938 Injunction Issued.

Jan 19. 1938 at 5.40 P.M. Served the within Writ of Injunction upon G. B. Walls, within named Defts. by handing to him personally at his house on South Main Street, in the City of Du Bois, Pa. two true and attested Copies of the original Writ of Injunction, Bill in Equity and Order of Court and made known to him the contents thereof. So ans. John J. Sharkey. Shff.

Jan 24 1938, Edward T. Kelly and Wm T. Davis, Atty enter their appearance for Defendant G. B. Walls.

Jan 24 1938. Answer of G. B. Walls to Bill of Complaint filed with service accepted by copy, Reutz & Reutz & N. F. Womer, Attys for Plff, Jan 24 1938.

Jan 27, 1938, Order of Court filed.

Now, Jan. 26, 1938, after hearing the testimony in this case and discussion of the same by counsel, the injunction is dissolved and it is ordered that G. B. Walls be permitted to proceed through the Sheriff to the sale of the property levied upon under his judgment; provided, however, that said fund raised thereby in the hands of the Sheriff shall be applicable to the landlord's claim to the extent of $180.00, being for the months of November and December 1937 and January, 1938, to the costs of execution and the costs of this proceeding, and that the balance thereof shall be held by the Sheriff for pro rata distribution to the creditors of John S. Stewart under the arrangement in force at the time of the execution; said distribution to be made by this Court hereafter, with such preferences to said fund for rent, labor and other claimants as may be determined by the Court. By the Court,

W. Wallace Smith, P.J.

Feb 21 1938 Petition of Reutz & Reutz attys praying the Court for allowance of Counsel fees

March 7, 1938, Stipulations and Order of Court filed.

It is hereby stipulated between the counsel for the parties that the distribution to be made of the moneys in the hands of the Sheriff, shall be made as follows:

(a). To the costs of the proceedings.

(b). To wage claims.

(c). To G. B. Walls for rent during Trusteeship.

(d). To attorney fees allowed by the Court to Reutz & Reutz and to N. F. Womer.

(e). To Trustee fees filed in the proceedings.

(f). To G. B. Walls for back rent due prior to the Trusteeship.

(signed) Reutz & Reutz, N. F. Womer and Edward T. Kelley.

Order of Court:- It is directed that the Sheriff make appropriation of the amount in his hands in accordance with the above agreement.

W. Wallace Smith, P.J.

February Term, 1938.

Boulton + Boulton	Bird Coal Company, a Corp.		Jan 26 1938. Bill in Equity filed. Your Orator, Bird Coal Company, a Corp. having its office and place of business at 1400 South Penn Square, Philadelphia, Pa.
Jan 26	3		Wherein, the Plaintiff, being threatened with great injury, loss and damage by reason of the unlawful acts and threatened acts of the defendants needs
	William G. Knapper		equitable relief.
	Mary Knapper		Decree for Preliminary Injunction.
	his wife.		Now Jan. 26. 1938. the Bill in Equity filed in this
	Emma Deushaw		case and accompanying Injunction affidavits read
	Samuel Deushaw		and considered, and it appearing there is threat and
	her husband of		danger of immediate and irreparable injury and
	Philipsburg Pa		damage to the Plaintiff, thereupon It is ordered and
Edw J. Thompson	Joseph Knapper		decreed.
" "	Alice Jane Knapper,		That the defendants, and each of them and their agents
	Devisees of		servants and employees, be enjoined preliminarily now
	Joseph Knapper,		from interfering with or preventing mining operations
	Patrick Craig		by the plaintiff in the premises described in the lease
	Julia Craig		of June 10. 1931, by and between the parties to this Bill
	his wife,		of Complaint;
Edw J. Thompson	Robert Craig		That the defendants, and each of them, be restrained
" "	Anna Craig		preliminarily now from making any annullment or
	his wife		cancellation of said lease agreement of June 10. 1931;
" "	Hugh Craig		That the defendants, and each of them, and their
" "	Rose Craig		agents, servants and employees, be enjoined
	his wife;		preliminarily now from seizing any of the
	Susan Craig,		property and equipment of the Plaintiff in,
	Catharine C. Craig +		on and about the premises described in said
	Frank Craig		agreement of June 10. 1931, or wheresoever the
	Devisees of		said equipment and property may be.
	Michael Craig,		This injunction shall be taken to be dissolved
	deceased. Defendants		if a motion to continue same is not argued
			before this Court on or before the 31st day of
Prs	2.50		January 1938. By the Court. W. Wallace Smith P.J.
"	1.75		Jan. 26. 1938 Injunction Affidavits of Daniel
"	.50		Evans and George R. Love filed.
"	.50		Jan. 26. 1938. Plffs. Bond in sum of $1000. with The
"	.50		Aetna Casualty + Surety Co. Surety filed and approved
"	.50		By the Court. W. Wallace Smith. P.J.
1/10/39	.50		Jan 26. 1938 Injunction Issued.
	.50		Jan 29. 1938. Petition and Order filed
11-29-39 ck 2 B	1.00		Decree:- Jan. 29. 1938, upon Motion of Harry Boulton, Esq of
	Pd 12/4/39 8.25		Boulton + Boulton, attys for Petrs. the Court makes an
			order directing that Plff cause a copy of the Bill in Equity
Dec 4, 1939,	Recd of E.J. Thompson,		filed in the above case and a copy of the preliminary
costs in full - Pro # 8.25.			Injunction issued in the above case and this order
	W. R. Gallagher, Pro		authorizing the service thereof be served upon William G
			Knapper Mary Knapper, Emma Deushaw, Samuel Deushaw
			and Alice J. Knapper in Philipsburg, Centre County, Pa
			and upon Joseph Knapper in Columbia County, Pa and
			upon Robert Craig, Anna Craig, Hugh Craig and Rose
			Craig in the City of Pittsburgh. By the Court
			W. Wallace Smith P.J.

Jan. 31. 1938 Motion for Continuance filed by Boulton & Boulton
Jan. 31, 1938 After hearing the Injunction is continued pending hearing on Bill and Answer. W. Wallace Smith, P.J.
Same day. Exceptions noted to Defendants. W. Wallace Smith P.J.
Now Feb 28. 1938 Service of Bill in Equity on behalf of Joseph Knapper, Alice Jane Knapper Robert Craig, Anna Craig, Hugh Craig and Rose Craig accepted by Copies by Edw. J. Thompson
Mar 3. 1938 Answer to Bill In Equity and New Matter filed by Edw. J. Thompson. atty for Wm G. Knapper & Mary Knapper, his wife, Emma Densham & Samuel Densham, her husband, Joseph Knapper, Alice Jane Knapper, Patrick Craig and Julia Craig, his wife Robert Craig and Anna Craig, his wife, Hugh Craig & Rose Craig, his wife, Susan Craig, Catherine C. Craig & Frank Craig Respondents.
Now March 3. 1938 Service of within ~~Bill~~ Answer to Bill In Equity, Boulton & Boulton, Attys for Plff
April 19. 1938 Plffs Replication in answer to New Matter alleged in Defts answer with service accepted by Copy April 21. 1938. Edw. J. Thompson. Atty for Defts.
July 6. 1938 Testimony taken before W. Wallace Smith P.J. on Jan 31. 1938 Lodged
July 7. 1938 Notice of Lodging Testimony filed
Now Jan. 10. 1939 the parties agree that liability on the Injunction Bond already given in this case shall be and is hereby released and discharged, and that the proceedings may continue without an injunction bond being in effect, the purpose being to save the parties expense of continuance of the bond. Boulton & Boulton, Attys for Bird Coal Co. and Edw. J. Thompson. Atty for Wm G. Knapper
January 25, 1940, Agreement filed.
Now, November 17, 1939, it is agreed by and between the parties in interest, all parties being present in open Court and being represented by counsel, that final judgment in this case shall be rendered for the plaintiff and against the defendants.
It is also understood and agreed that in rendering a final judgment in this case, it is done in such manner as to avoid any forfeiture of the lease herein that may have been concerned in this action.
Boulton & Boulton, by Harold Boulton, Attys for Plff.
Thompson & Baird, by Edw. J. Thompson, Attys for Defts.

Contd. from Page 144 — Re: Mtge from Cecil F. Wilson, etal to Clfd Natl Bank No. 2 May 1935

Jan. 30, 1940, Petition for Discharge of Trustees Under Said Mortgages filed
Now, January 29, 1940, upon consideration of the annexed petition and on motion of John M. Urey, Attorney for the petitioner, the statements of account, thereto attached marked Exhibit "A" and Exhibit "B" are approved and confirmed absolutely and it is hereby ordered and decreed that the Clearfield National Bank of Clearfield, Pennsylvania, the County National Bank of Clearfield, Pennsylvania, and the said Mark T. Bender, Receiver of the Clearfield National Bank of Clearfield, Pa. and also as Receiver of the County National Bank of Clearfield, Pa., and his predecessor receivers of said banks and every of them, be and they are hereby fully discharged from all liability for or on account of the trusteeship under said mortgage given by the said Cecil F. Wilson and Emma I. Wilson, his wife, recorded in Mortgage Book No. 87 at page 113, and the trusteeship under the mortgage given by Cecil F. Wilson, recorded in Mortgage Book No. 90 at page 131 and of and from all liability or responsibility in connection with the administration of either or both of said trusts. By the Court, H. Wallace Smith, P.J.

June 21, 1946, First and Final Account of The County National Bank at Clearfield, Successor Trustee, In Trust for the benefit of the holders of Participating Certificates in said Mortgage, filed and notice of filing published by Smith & Maine attorneys

First and Final Account as follows:-

Principal Account

1935	The Accountant Charges itself:			
Mar. 25	Received from J. L. Foster, Receiver of the Clearfield National Bank, amount due on Pascaline Wilson property sold to Atlantic Refining Co., as follows:			
	Consideration in sale of property		$9,250.00	
	Less amount due Trust funds advanced in payment taxes atty fees & other expenses		1,910.00	$7,340.00
Oct. 8	Mortgage on Cecil F. Wilson property less Pascaline Wilson property sold	$20,000.00		
		7,340.00		12,660.00
Dec. 21	Real Estate - nominal value			1.00
				$20,001.00
	The Account Credits Itself:			
1935	Real Estate Expenses:			
May 31	U.S. Land: work on lawn at Wilson property		$ 30.70	
July 29	Chas. V. Fontenoy - patching cement sidewalk		3.90	
Nov. 1	Treas. of Clearfield Co. - 1931 taxes on Wilson house & lot, plus advertising costs		701.97	
Nov. 26	A.E. Parrish - services to premises of Wilson house	10/29/35 6/24/35 to	12.50	
1936 Feb. 26	Helmbold & Stewart - Ins. Premium on liability policy on property at 118 S. Second St.		5.75	
Apr. 7	Louise Leonardson - 920 gal. water used in cleaning Wilson property.		.75	
Apr. 7	E.M. Fullington's Son - lime used in cleaning Wilson property		1.60	
Apr. 8	Frank Stewart & Edison Lynn - cleaning Wilson property after flood		26.00	
Apr. 16	A.E. Parrish - care of walks & grounds Wilson property	11/30/35 to 3/21/36	15.50	
June 23	Clearfield Hardware Co. - material used in white-washing cellar of Wilson house		1.68	
Oct. 26	L.G. Darr - recording Assignment of Mortgage		1.75	
1939				
May 23	Moore, Wilson & Co. - premium on property 118 S. Second St. in part		6.02	
Aug. 10	Helmbold & Stewart premium on public liability Ins. policy for 1 yr.		5.75	

(Continued on Page 337

Cont'd from Page 319 - County Natl Bank vs Johnson Pattet - No. 7 Feb T. 1936

Mar. 2	Hiram Greenland, Rent for Feb. 1936	12.00
Mar. 25	Geo. B. Lucas - Payment on rent $32.32; relief check on account $2.53	34.85
Apr. 2	Hiram Greenland - Rent for March	12.00
Apr. 2	Karthaus Supply Co. - Rent for March	20.00
Apr. 2	Armour & Co. of Del. - Preferred dividend	3.50
May 1	Karthaus Supply Co. - Rent for April	20.00
May 1	Hiram Greenland - Rent for April	12.00
May 18	Geo. B. Lucas - Payment on acct. rent	45.00
Jun. 1	Karthaus Supply Co. - Rent for May	20.00
Jun. 1	Hiram Greenland - Rent for May	12.00
Jun. 30	Karthaus Supply Co. - Rent for June	20.00
Jul. 2	Armour & Co. of Del. - Preferred Dividend	3.50
Jul. 2	Hiram Greenland - Rent for June	12.00
Aug. 1	Hiram Greenland - Rent for July	12.00
Aug. 3	Karthaus Supply Co. - Rent for July	20.00
Sep. 2	Hiram Greenland - Rent for Aug.	12.00
Sep. 2	Karthaus Supply Co. - Rent for Aug.	20.00
Sep. 9	J. H. Pattet - 200 posts @ 5¢ ea $10.00; 85 posts @ 4¢ ea $3.40	13.40
Sep. 18	Earl Bradford, et ux - Rent 4/1/36 to 10/1/36	48.00
Oct. 1	Karthaus Supply Co. - Rent for Sept.	20.00
Oct. 2	Armour & Co. of Del. - Preferred dividend	3.50
Oct. 2	Hiram Greenland - Rent for Sept.	12.00
Oct. 17	Earl Bradford, et ux - 10/1/36 to 11/1/36	8.00
Nov. 2	Hiram Greenland - Rent for Oct.	12.00
Nov. 2	Karthaus Supply Co. - Rent for Oct.	20.00
Nov. 17	Earl Bradford, et ux - Rent 11/1/36 to 12/1/36	8.00
Dec. 1	Hiram Greenland - Rent for Nov.	12.00
Dec. 1	Karthaus Supply Co. - Rent for Nov.	20.00
Dec. 22	Earl Bradford, et ux - Rent 12/1/36 to 1/1/37	8.00
Dec. 31	Karthaus Supply Co. - Rent for Dec.	20.00
1937 Jan. 2	Hiram Greenland - Rent for Dec.	12.00
Jan. 2	Armour & Co. of Del. - Div. of 1¾% on 2 shares Pfd. stock	3.50
Jan. 25	Earl Bradford, et ux - Payment on rent	8.00
Jan. 25	D. B. Lucas - Bal. rent due 12/1/36 - $127.27 less credits for lime and grass seed not bought 1932/35 $87.50; labor & material re - roofing ½ wagon shed $14.30 total credits $101.80	25.47
Feb. 1	Hiram Greenland - Rent for Jan.	12.00
Feb. 1	Karthaus Supply Co. - Rent for Jan.	20.00
Feb. 16	Earl Bradford, et ux - Payment on rent	8.00
Mar. 2	Hiram Greenland - Rent for Feb.	12.00
Mar. 8	Karthaus Supply Co. - Rent for Feb.	20.00
Mar. 8	Earl Bradford, et ux - Rent for Feb.	8.00
Mar. 31	Co. Natl. at Clfd. Trustee for H. B. Pattet Est. - funds for payment of 2/3 share unpaid bills chargeable to Trust	485.97
Apr. 6	Armour & Co. of Del. Div. of 1¾% on 2 shs. Pfd. stock	3.50
Apr. 6	Hiram Greenland - Rent for March	12.00
Apr. 6	Karthaus Supply Co. - Rent for March	20.00
Apr. 30	Karthaus Supply Co. - Rent for April	20.00
May 4	Hiram Greenland - Onan rent for April	5.00
May 4	Earl Bradford, et ux - Rent 4/1/37 to 5/1/37	10.00
May 8	Hiram Greenland - Bal. rent for Apr.	7.00
May 29	Earl Bradford, et ux - Rent 5/1/37 to 6/1/37	10.00
May 29	Karthaus Supply Co. - Rent for May	20.00
Jun. 1	Hiram Greenland - Rent for May	12.00
Jul. 2	Hiram Greenland - Rent for June	12.00
Jul. 2	Karthaus Supply Co. - Rent for June	20.00
Jul. 2	Armour & Co. of Del. - Div. of 1¾% on 2 shs. pfd. stock	3.50
Jul. 6	Earl Bradford, et ux - Rent for June	10.00
Jul. 31	Karthaus Supply Co. - Rent for July	20.00
Jul. 31	Earl Bradford, et ux - Rent 7/1/37 to 8/1/37	10.00
Aug. 2	Hiram Greenland - Rent for July	12.00
Aug. 21	Earl Bradford, et ux - Rent 8/1/37 to 9/1/37	10.00
Sep. 1	Karthaus Supply Co. - Rent for Aug.	20.00
Sep. 1	Hiram Greenland - Rent for Aug.	12.00
Oct. 1	Earl Bradford et ux - Rent 9/1/37 to 10/1/37	10.00
Oct. 1	Hiram Greenland - Rent for Sept.	12.00
Oct. 2	Karthaus Supply Co. - Rent for Sept. 1937	20.00
Oct. 22	County Natl Bank of Clfd., Trustee for F. Elz. Pattet, et al - funds for the payment of ⅓ share unpaid bills as per Auditor's report	242.98
		$1,855.65

Disbursements

1936 Jan. 14	Moore, Wilson & Reading, Inc. - Prem. for $800.00 fire ins. on bldg. situate on Cattet St., Karthaus, Pa.	21.12
Mar. 4	Clfd. Co. Grange Mu. Fire Ins. Co. - assessment on policy #6202 covering Daugherty farm	4.00
Apr. 21	Helmbold & Stewart Ins. Co. - Public liability ins. premium	37.42
Sep. 17	Earl Bradford - labor roofing dwelling on farm known as Daugherty farm	39.50
Nov. 17	Clfd. Hdwe. Co. - 6 rolls 2-ply Bullseye roofing	9.00
Nov. 24	J. C. Millet - material & labor repairing steps to property occupied by Hiram Greenland	8.50
1937 Jan. 5	Moore, Wilson & Reading, Inc. - Prem. for fire ins. covering properties situate Karthaus, Pa.	110.84
Mar. 3	Clfd. Co. Grange Mu. Fire Ins. Co. - assessment on policy #6202 covering Daugherty farm	10.00
Apr. 9	Helmbold & Stewart - Prem. for fire ins. covering prop. situate Karthaus, Pa. 26.50; prem. for residence liability ins. 5.75	32.25
Apr. 9	Dufton Hdwe. Co. - 11 rolls 3-ply roofing $24.75; 600 ft. tough sheathing $21.10; 15 lbs. 8d nails .75; 1 can roof coating 1.25	47.85
Apr. 9	Sterling Roofing Co. - Roofing Karthaus Co. Bldg.	162.00
Apr. 21	N. F. Biglet, Co. Treas. - Unseated taxes for 1934-35-36, ½ int. in fee in 239 acres warrant #1130; Karthaus Twp. assessed valuation $360.00 - 41.53; Unseated taxes for 1934-35-36 on 332 acres assessed to John & James Daugherty farm in Lawrence Twp. $48.09; Taxes for 1934-35 Karthaus Twp. assessed in H. B. Pattet Est., assessed valuation $360.00 - 28.57; Taxes for 1934-35 Lawrence Twp. assessed in name of H. B. Powell & R. L. Fulton, assessed valuation $1000.00 - 145.13	616.32

Continued on Next Page - 350

Cont'd from Page 349 - County Natl Bank of Clfd vs Johnson Patter - No. 7 Feb T. 1936

Apr. 21	R.C. Ogden, Col. - Taxes for 1936 Lawrence Twp. assessed in name of W.B. Powell & R.S. Fulton, assessed valuation $1,000.00	77.70
Apr. 21	Mrs. Emma Bamat, Col. - Taxes for 1936 Karthaus Twp., assessed in name W.B. Patter Est, assessed valuation $3600.00	1.36.08
Apr. 24	Helmbold & Stewart - Rsem. for public liability ins.	38.50
May 3	Hiram Greenland - Paper, etc., for store bldg	7.00
Aug. 2	Moose, Hilson & Reading, Inc - 1 yr. prem for fire ins. covering bldgs. in Karthaus, Pa.	56.24
Sep. 4	Moose, Hilson & Reading, Inc. Rsem for fire ins. covering bldg. situate Castet St., Karthaus, Pa	1.2.10
Sep. 21	W.V. Fahnat - Material & labor building windlass for well, property occupied by Hiram Greenland	6.73
Oct. 4	Co. Natl Bank of Clfd - 5% com on $1592.67 income collected since filing First and Final Acct., in Equity	79.63
		$1,512.78

Summary:-

Income	$1,855.65
Disbursements	1,512.78
Net Income	$ 342.87

Continued from Page 290 F.H. Wigton vs Morrisdale Supply Co | Dec T 1935

April 1. 1939 Return of Sale filed as follows:-
Robert V. Wigton Receiver appointed by your Honorable Court and in pursuance of order and decree by the Court dated March 30. 1939, makes return that he has sold the goods, Merchandise, fixtures, Equipment and Miner's accounts receivable, as appraised, for the sum of $10,344.86 to E.N. Wigton, of 1512 Real Estate Trust Bldg., Philadelphia, Penna., which sale he prays may be confirmed by your Honorable Court. Robert V. Wigton Receiver.

May 25. 1939 First and Final account of Robert V. Wigton, Receiver of Morrisdale Supply Company filed and Notice of filing published in Raftsman Journal and Clearfield Times to be presented to the Court for confirmation June 26. 1939 at ten o'clock A.M. by Boulton & Boulton attys

First and Final account of Robert V. Wigton, Receiver of Morrisdale Supply Company.

The Accountant charges himself with proceeds of sale to E.N. Wigton of Merchandise, Equipment, fixtures, and sundry Miners debit accounts, as per return of sale filed and approved April 1. 1939	10,344.86	
The Accountant charges himself with sales of Merchandise from inception of Receivership Sept 21. 1935, to date of sale of stock of Merchandise and fixtures April 1. 1939	291,110.48	
The Accountant charges himself with dividends received from the Moshannon National Bank of Philipsburg, Pennsylvania	1,321.45	
The Accountant charges himself for Cash Discounts on Bills for Merchandise Purchases	1,515.23	
The Accountant charges himself with dividends received from stocks held as investments	2,835.00	
The Accountant charges himself with interest from bonds held as investments	2,431.89	
Total		309,558.91
The Accountant claims credit for disbursements as follows:-		
To rental due for store building prior to Sept 21. 1935, Claim of Morrisdale Land Company	2,100.00	
To Store Employees' Payroll of period Sept 1. 1935 to September 21. 1935, paid in October 1935	249.35	
Carried Forward to Sheet No. 2	2,349.35	309,558.91

2

Total Charges - from Sheet No. 1		309,558.91
Credits - from Sheet No. 1	2,349.35	
To rental of store building during receivership Morrisdale Land Company, 42 Months - October 1935 to March 1939, inclusive	4,200.00	
F. H. Wigton	1,250.00	
To Merchandise bills for Merchandise purchased during Receivership for conduct of the business. (details attached per Schl "A"	232,912.64	
To wages of store employees during Receivership. (Details attached per Schedule "B")	22,985.01	
To taxes paid. (Details attached per Schedule "C"	2,500.10	
To discounts paid Morrisdale Coal Mining Company employees' assignments	12,036.79	

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May Term 1938

Reutz + Reutz — Rue Iola Woods

February 28 1938 Bill of Complaint filed, Rue Iola Woods, Plff a resident of the City of Du Bois, living by herself, is the mother of Chester C. Woods Deft.

N. F. Komer — Chester C. Woods

During the month of Oct 1935 the husband of the Plff died, leaving by right of survivorship through title by entireties in the Plff and her husband, a certain lot in the City of Du Bois, known as lot No. 53 as per McClelland and Barlow's Addition to the Borough (now City) of Du Bois

Wherein, the Plff needs Equitable relief and prays: That the Deft Chester C. Wood be directed to hold the title to the said premises as Trustee for the Plff and that he be directed to grant and convey the same to her by good and sufficient Deed of conveyance, free and discharged of any encumbrances whatsoever other than those to which said premises were subject at the time of said conveyance to him; That the Deft be temporarily restrained until hearing and perpetually thereafter, from in any way encumbering said premises and from parting with the title thereto to anyone but the Plff. Such further relief in the premises be granted as Equity may require and this honorable Court may see fit to grant.

Pro Pd	2.50
Shff	9.30
Pro	50
Plffs Writ Bill	15.12
	1.00
	1.50
	1.00
	30.92

S. Da. 9/29/38

Oct 17. 1938 Recd of Deft Atty
Costs:- Shff 9.30. Pro 6.50 Total 15.80
W. R Gallagher

Rue Iola Woods

Now March 4 1938, at 4:20 o'Clock P. M. Served the within Writ on Chester C. Woods, the within named Deft by handing to him personally at his home in Sandy Township, a true and attested Copy of the orignal and made known to him the Contents thereof. So ans

John J Sharkey, Shff

Mar. 18. 1938 N. F. Komer, Atty enters his appearance for Deft
Mar 22 1938 Answer to Bill of Complaint filed by N. F. Komer
Mar 21 1938 Service accepted by Copy Reutz + Reutz attys for Plff
May 19 1938 On June Argt List
Sept 15, 1938, Order of Court filed

Now, Sept 15, 1938, the testimony in this case having been heard and the Court having verbally at the hearing indicated its decision thereof, and the parties having waived the formal Findings of Fact and Law required by the Equity Rules, it is therefore ordered and decreed:

That Chester C. Woods holds the title of the premises described in the Bill in Equity as Trustee for Rue Iola Woods, subject only to such taxes and other expenses in connection with said property as may be due to him as testified in this proceeding or as otherwise may be determined by the Court.

That the said Chester C. Woods within thirty days after the making absolute of this decree, shall grant and convey said premises to Rue Iola Woods by good and sufficient deed of conveyance, free and discharged of incumbrances except the lien in favor of Chester C. Woods referred to in the preceding paragraph; that concurrently with the delivery of the conveyance the parties hereto shall file a stipulation of record agreeing upon

the amount of the lien in favor of Chester C. Woods, and said lien shall be indexed in the Prothonotary's office in the manner in which judgments are indexed.

That Chester C. Woods be and he is hereby restrained, pending the delivery of the conveyance herein required, from in any way incumbering said premises or conveying the same to any person other than Rue Iola Woods.

That the costs of this proceeding be paid by the defendant, Chester C. Woods.

That real estate hereinabove referred to consists of the following:

A certain lot or piece of land in the City of Du Bois, being known as Lot No. 53 as per McClelland and Barlow's Addition to the Borough (now City) of Du Bois, bounded on the West by Locust Street, on the South by Lot No. 52, on the East by Water Alley, and on the North by Lot No. 54, and being 50 feet wide by 150 feet deep, and having erected thereon a dwelling house, said title being vested in Rue Iola Woods and her deceased husband by deed recorded at Clearfield, Pa. in Deed Book Vol. 304 page 186.

That this Decree be entered nisi, and if no exceptions are filed within ten days then the same shall be made absolute.

By the Court, W. Wallace Smith, P.J.

Oct 17 1938 Agreement filed:— It is agreed between Reutz & Reutz, Attys for Peff and N. F. Womer Atty for Deft. that the Peff has paid the sum of $1.64 to the defendant being the balance of $96.76 due the defendant by the Peff in accordance with the testimony for sums advanced by the defendant, less the sum of $15.12 Peff's Writ bill.

The Peff hereby acknowledges receipt of a deed by the defendant to the Peff for the property involved; and the Deft hereby acknowledges receipt of the sum of $1.64, and it is agreed that upon payment of the Court costs by the defendant that the decree of the Court may be marked satisfied and complied with.

Reutz & Reutz. Attys for Peff and N. F. Womer Atty for Deft.

Oct 17. 1938 Costs paid and Decree is Satisfied of record.

W. R. Gallagher Pro

May Term 1938

Clarence R. Kramer Edg. Thompson	Mark T Bender, Receiver of the County National Bank of Clearfield, Pa	Feb 28 1938 Bill in Equity filed and represents, That the Defts are beneficiaries or creditors with interest, either present or future, in a trust inter vivos for the benefit of Emma Edington, by Agreement dated July 8. 1927, between the County National Bank of Clearfield and Emma Edington and by Agreement
	2	dated Dec 26. 1928, between County Natl Bank of Clearfield Pa and Chester H Bloom the terms of which said first agreement the said County National Bank accepted
	Alexander Edington George Gaylor Gdn ad litem of Emma Edington,	and received the title to certain premises in the Third Ward of Clearfield Borough, from the said Emma Edington to hold until such time as the said Emma Edington
Frank H. Smith	T. R. Weimers Willard V. Carr and J. Clifton Statehouse County Commissioners of Clearfield County	liquidated certain obligations to the said bank; the second of said agreements being entered into by reason of the fact that it became necessary to expose said premises at
A. B Shaw	+ the Commonwealth of Pennsylvania	Sheriff sale, Chester H. Bloom being the purchaser thereof and County Natl Bank of Clearfield Pa holding the proceeds of the sale for the purpose of trust.
	Pro 2.50	Your petitioner is informed that the County of Clearfield
	Pro 6.50	and Commonwealth of Pennsylvania are both creditors of
	Com of Pa By Peff SK 2331 2.00	said Emma Edington by virtue of expenditure made for
	Pro .50	the maintenance of said patient in the Danville
	" .50	State Hospital.
10-18-38 State Auditor	12.00	Wherefor Peff prays your Honorable Court To order and decree such sums as shall be deemed
Nov 19, 1938, Recd of Peff $12.00, being copte in full. W R Gallagher, Pro.		proper to be awarded to Peff as compensation for administering the affairs of said trust and to order such sums as Counsel fees and expense in connection with this proceeding.
Jan 9 1939 Rec of Peff 2.00 for filing discharge W. R Gallagher Pro		To direct the manner in which the balance of funds remaining shall be disbursed. To discharge the County National Bank of Clearfield, Pa and/ or Mark T Bender, Receiver, from all the duties, liabilities and responsibilities of this trust and to release any bond or other obligation posted to secure the faithful performance of the same. Feb 28. 1938 Motion for appt Gdn. Feb 28 1938. It is ordered that George Gaylor be appointed guardian ad litem for Emma Edington to represent her in the above proceeding. By the Court. W. Wallace Smith. P.J Feb 28 1938 Motion for Service. Feb. 28. 1938 It is ordered that service of Bill in Equity be served by the Sheriff of Dauphin County upon J. Griffith Boardman, Secretary of Revenue of the Commonwealth of Pennsylvania By the Court W. Wallace Smith P.J Mar 9. 1938 Service of within Bill in Equity is hereby accepted C. James Todaro. Dep. Atty General. Now Mar. 9. 1938. Service accepted for the Commissioners of Clearfield County Frank H. Smith, attys for County Com. Now Mar. 2 1938, at 3.30 o'Clock, P.M. served the within Bill in Equity on Geo. Gaylor, Gdn ad litem for Emma Edington by handing to him personally in the Sheriffs office a true and attested copy of the original and made known to him the contents thereof.

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Now Mar. 10. 1938. the within Writ is hereby returned, service accepted by C. James Todaro, Deputy Attorney General, for the Commonwealth of Penna. and Smith + Maine, Attys for the Commissioners of Clearfield County, and personal service on Geo. Gaylor, Ed. ad litem for Emma Edington. So. attes. John J. Sharkey, Sheriff

Mar. 16. 1938 Frank G. Smith, Solicitor for County enters his appearance for J. C. Gatehouse, T. R. Weimer and W. V. Carr, County Commissioners in charge of Clearfield County Institution District.

March 18. 1938 Clearfield County Commissioners Answer to Bill in Equity filed

Now March 28. 1938 Served on me by copy, Clarence R. Kramer + Edward J. Thompson, Attys for Pltff

Now May 2. 1938 upon Motion of C. R. Kramer + Ed. J. Thompson Attys. It is ordered that service of the Bill in Equity be served by the Sheriff of Dauphin County upon J. Griffith Boardman, Secretary of Revenue of the Commonwealth of Pennsylvania. By the Court, W. Wallace Smith. P.J.

May 2. 1938 Motion for appt of Ed. ad litem by C. R. Kramer + Ed. J. Thompson

Now. May 2. 1938 It is ordered and decreed that Geo. W. Gaylor be appointed guardian ad litem for Emma Edington to represent her in the above proceding

By the Court. W. Wallace Smith. P.J.

May 11. 1938 Answer to Bill in Equity and New Matter filed for Commonwealth of Pennsylvania by A. B. Shaw. Atty for Comth of Penna

May June 2. 1938 Motion for appt of Auditor

Now. June 2. 1938. Howard Smith, Esq. is appointed Auditor to take the testimony of Claimant and witnesses in their behalf and report to the Court recommending destribution of the funds in the hands of the Pltff in above proceedings. By the Court, W. Wallace Smith. P.J.

Oct. 10, 1938, Auditor's Report filed

Service accept for Mark T. Bender, Receiver of the County National Bank of Clearfield this 10th day of October 1938. H. R. Strong

Now, Oct. 10, 1938, Service accepted, A. B. Shaw, Esq. + Frank G. Smith, Co. Sol.

The Auditor recommends that the balance for distribution be divided equally between the Clearfield County Institution District and the Commonwealth of Pennsylvania, and, therefore, submits the following schedule of distribution.

Amount for Distribution		273.94
The Citizen Standard, Advertising Auditor's Notice	6.25	
Clearfield Times, Advertising Auditor's Notice	7.30	
M. B. Gingher, Stenographer	5.00	
A. B. Shaw, Esq., Hearing	10.00	
Frank G. Smith, Esq., Hearing	10.00	
County Natl Bank of Clfd., Commission on assets	15.20	
Prothonotary Costs	7.00	
Reserve for filing account	5.00	
Auditor's Commission	50.00	115.75
Balance for Distribution --		$ 158.19
One-half to the Commonwealth of Pennsylvania		79.09
One-half to the Clearfield County Institution District		79.10
		$ 158.19

Howard Smith, Auditor

Oct 10, 1938, Within Auditor's Report confirmed ni si, to be confirmed absolute in ten days unless exceptions are filed. H. R. Gallagher, Prothonotary.

Oct. 21, 1938, No exceptions filed, same is confirmed absolute.

H. R. Gallagher, Prothonotary

Jan. 6, 1939, Petition of Discharge filed.

Now, Jan. 6, 1939, it is ordered, adjudged and agreed as follows: The County National Bank of Clearfield, Pa., and/or Mark T. Bender, Receiver thereof, is hereby discharged from all the duties, liabilities and responsibilities, in connection with the administration of the estate of Emma Edington, an incompetent, and any bond or other obligation posted to secure the faithful performance of the same is hereby released. By the Court, W. Wallace Smith, P.J.

Continued from Page 317 North American Ref Co vs Cecelia A Cassidy et al Sept T 1936

June 9 1939 Recd of North American Ref Co Voucher No 5-265 dated June 8 1939 payable to W R Gallagher Clerk of Court Clearfield Pa in sum of $71.25 marked advance royalty from March 1 to June 1 1939 Lease with Mike Cassidy dated April 12 1920 deposited in checking account W R Gallagher Pro

Sept 7 1939 Recd of North American Refractories Company Voucher No 8-255 dated 9-6-39 payable to W R Gallagher, Clerk of the Court, Clearfield Pa in the sum of $71.25 being advance Royalty from June 1 to Sept 1 1939 under Lease with Mike Cassidy dated April 12 1920 deposited in checking account W R Gallagher Pro

June 24 1939 Answer to Rule by Sarah Bennett for payment of taxes out of funds paid in Court filed by Clarence R Kramer atty with service accepted June 24 1939 by Arnold & Chaplin Atty

Oct 26 1939 Stipulation and Decree filed by Arnold & Chaplin attys

Decree:- And Now, Oct 26 1939 by virtue of the stipulation filed in the Court in re; the interpleader among the defendants (which interpleader was hereinbefore decreed by this Court), it is Ordered and Decreed:-

(1). That the Prothonotary of Clearfield County is directed to pay out the money in his hands paid in to the Court by virtue of said proceeding the following items:

(a). The costs of the proceedings.

(b). The following taxes levied on the premises, under which the fire clay, by agreement passed to North American Refractories Company under which agreement Mike Cassidy was to pay said taxes, to wit:

1935	$22.05
1936	50.72
1937	49.61
1938	50.75

(2). That North American Refractories Company be and is hereby discharged from any liability for the royalties to Mike Cassidy his heirs, executors, administrators or Assigns under said agreement with Mike Cassidy and Crescent Refractories Company (now North American Refractories Company), dated April 12, 1920, in so far as the following royalties are concerned and which have been paid to the Prothonotary or Clerk of the Court of Common Pleas Clearfield County, Pa

July 15 1937	380.00
September 29 1937	47.50
December 21 1937	71.25
March 17 1938	71.25
June 16 1938	71.25
September 14 1938	71.25
December 30 1938	71.25
March 15 1939	71.25
June 9 1939	71.25
September 7 1939	71.25

The balance of the sums paid into Court and all future royalties accruing under said lease shall be paid to the County National Bank of Clearfield, Penna, administrator of the Estate of Mike Cassidy, deceased, vice Cecelia A. Cassidy, resigned.

By the Court, W. Wallace Smith P.J.

Oct 27 1939 Money disbursed by above Order of Court as follows to Arnold & Chaplin attys Entry fee 2.50; Arnold & Chaplin 1935 1936 1937 Taxes $122.38. To Edna Marsden Co Treas 1938 Taxes Pike Twp 50.75. John J Sharkey Sheff Clfd Co 15.95 To County Natl Bank of Clearfield Pa $796.42, To W R Gallagher Pro Record Costs 9.50 Total $997.50

Nov 14 1939 Tax receipts for years 1935-36-37 from Fred L Blouse Collector Clearfield Co

W R Gallagher Pro

No. 2710 - 2711 - 2712 CRC

consisting of approximately 0.45 acres. There are erected thereon a frame hotel building of two stories, and a frame barn and shed. The hotel building and the barn are in fair condition, and the shed is of practically no value.

From the nature of the premises - the land itself and the buildings thereon - it is not feasible to divide the property into the several purparts. Such division would destroy the value of the premises as a whole, and leave several purparts of very little value. There is no method by which it could be divided into its several purparts without injuring the rights of all concerned.

Therefore, the Master finds:

1. The real estate which is the subject of the action of partition cannot be divided into its several purparts without destroying the value of the same.

Value:- The value of the premises as a whole is based on the inspection of the premises by the Master, on the valuation fixed thereon by the parties themselves and that of the witnesses at the hearing, on inquiries made by the Master in and about the vicinity thereof and consultation with persons who have had experience in the sale and purchase of property in that vicinity, and upon consideration given to the location, condition, and possible use of the premises.

The hotel building and barn are in fair condition, and the shed is of little value. There are owing by Daniel Sherry upon the undivided one-half interest in the premises, taxes in the amount of $ 59.37, representing taxes for the years 1937 and 1938 with interest thereon to March 18, 1839.

From a consideration of all the evidence available, and investigations conducted by the Master, it is the opinion of the Master that a fair market value of the premises as a whole is Nine Hundred ($900.00) Dollars; and the Master therefore finds:

The value of the premises described in the Bill and the subject of this partition proceedings, is Nine Hundred ($900.00) Dollars.

All of which is respectfully submitted.

John A. Chesty, Master in Partition

Now, April 3, 1939, within Report filed and received by the Court; and it appearing that all parties thereto have waived time and notice of the filing of the same, said Report is confirmed nisi; and unless exceptions are filed thereto within fifteen days, the same shall be confirmed absolutely.

By the Court, H. Wallace Smith, P.J.

April 17, 1939 Motion of John A. Cherry, Master in Partition filed

Now, April 17, 1939 No exceptions to report of the Master having been filed in above proceedings that the Real Estate subject of proceedings cannot be divided into several purparts and that the value thereof is $900.00 John A. Cherry, Master, moves your Honorable Court to issue rule on the several parties to the issue to submit bids and that premises be sold.

Order:- Now, April 17, 1939 On Motion of John A. Cherry, Esq. Master in partition, rule is granted on the said Mrs. Stella S. Friday, Pltff and Daniel F. Sherry, Defendant, all parties to the said proceedings, and parties at interest in and to the land described in the original Bill in Equity, to submit bids in writing to the Court for the purchase of the said lands, said bids to be presented to the Court on the 15th day of May 1939, at 10:00 o'clock A.M. failing which, order will be made directing the Master to sell the said lands at public sale, under further orders of the Court.

By the Court. H. Wallace Smith, Pres. Judge.

May 15, 1939 Bids for property offered in open Court and filed

May 15, 1939 Mrs. Stella S. Friday by attys J. Mitchell Chase & Glenn E. Thomson submit bid of $ 1501.00 for property described in Bill in Equity.

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September Term 1938

Bell & Silberblatt	Wiley Coal Company	May 19, 1938, Bill in Equity filed. Wherein your plaintiff needs equitable relief and prays as follows:
	I	That an injunction be issued temporarily now, and permanently hereafter, restraining Mrs. Ella McNaul as Executrix and individually,
Chase & Swoope	Ella McNaul, Exrx. of G. McNaul Estate, C. G. McNaul, May M. McNaul, William D. Reading, John G. Mains, Joseph Dym & Nick Kavalchick	C. G. McNaul and May M. McNaul, his wife, John G. Mains and William D. Reading from any & all further acts with relation to said sale; and that your Honorable Court assess against said parties such damages as the plaintiff may have suffered by reason of their improper and illegal acts.
		That Joseph Dym, Nick Kavalchick and all other purchasers at said sale, be enjoined and prevented from removing said copper wire, lifting said rails, taking said mine cars, or removing any of the property sold at said sale.
P to	2.50	That Mrs. Ella McNaul, C. G. McNaul,
"	.50	and May M. McNaul be restrained from
"	50	any and all further acts with relation to
"	5.0	said property, except such actions to which
" Judgt	1.50	they may be legally entitled.
	1.00	That said sale be declared null and
	1.50	void and of no further force whatsoever,
L. E. Strunk 2451	39.50	and the rights of any purchasers who
Edgar A. Markel 2452	2.50	have title or right of possession to any
Jesse Miller 2453	40.00	of the goods endeavored to be sold, be
Abe Novey 2454	40.00	cancelled, the purchasers thereof to have
J. G. Mainer 2455	10.00	returned to them the money received as
3/20/39 C & Atty	135.00	result of said sale.
March 21, 1939 Rec'd of Bell & Silberblatt Attys $135.00 being above costs W. R. Gallagher.		For such other and further relief to the plaintiff as justice and equity may require.
		That the defendants be required to pay all costs of this proceeding.
		And they will ever pray.
		Wiley Coal Co., H. J. Thompson, Pres.
		Now, May 19, 1938, Service accepted for Ella McNaul, C. G. McNaul and May McNaul Chase & Swoope, attys.
		May 19, 1938, Injunction Affidavits of H. J. Thompson and C. O. Norris, President and Treasurer, respectively, of Wiley Coal Co., filed.
		May 19, 1938, Bond in the sum of Four Thousand ($4,000.00) Dollars with Howard J. Thompson and C. O. Norris of Curwensville, Pa., as Sureties, filed.
		May 19, 1938, Order of Court filed.
		Now, May 19, 1938, this Bill in Equity having been presented together with Injunction, Affidavits and Bond, and said matters been considered; it is ordered, adjudged and decreed that the said Ella McNaul, Executrix of A. W. McNaul Estate, C. G. McNaul, May M. McNaul, William D. Reading, John G. Mains, Joseph Dym and Nick Kavalchick

be enjoined and restrained from removing from the property of the Wiley Coal Company in Lawrence Township, Clearfield County, Pennsylvania any property attempted to be sold on an alleged distraint on May 18, 1938, and these being certain personal property and equipment owned and used by the Wiley Coal Company in the operation of its mine; this injunction to be considered dissolved unless a Motion to continue said injunction be granted on May 24, 1938, at 10:00 A.M., unless otherwise ordered by the Court.

The bond presented on behalf of the Plaintiff to be filed as a security required in this proceeding. By the Court, W. Wallace Smith, P.J.

Now May 21. 1938 Service Accepted and Issuance of Injunction waived, Chase & Swoope Attys for Mc Naul Estate & C. G. Mc Naul.

May 31. 1938 at the hearing a stipulation was agreed to make the Injunction permanent and the filing of a bond in the amount of $7000.00 to be substituted for and take the place of the original Bond in the amount of $4000.

May 31. 1938 Bond in the sum of $7000.00 of the Wiley Coal Company with Howard J. Thompson & C. O. Norris, Sureties filed and approved By the Court. W. Wallace Smith. P.J.

June 8. 1938 Respondents Answer filed with service accepted by Copy June 8. 1938 Bell & Silberblatt, Attys for Peff.

June 17. 1938. Bill of Costs. Landlord and Tenant Distraint.

Oct. 10. 1938 Testimony taken before W. Wallace Smith on May 31. 1938 Lodged.

Oct. 11. 1938 Notice of Lodging Testimony filed

March. 9. 1939 Opinion and Order

And Now. March 9. 1939, in accordance with opinion filed herewith, the motion to dismiss the Bill in Equity is granted, and said Bill is hereby dismissed at the cost of the plaintiff. The damages for rent or royalty unpaid are hereby assessed at the sum of $3375.00 which is due from the plaintiff as lessee to the defendants, Dr. C. G. Mc Naul and Ella Mc Naul, Executrix of Ai Mc Naul Estate, for rentals accrued up to April 1. 1938, and the Prothonotary is directed, upon this decree becoming final, to enter Judgment in favor of said defendants and against the plaintiff for that amount.

This decree shall be entered ni si and if no exceptions are filed thereto within ten days then the Prothonotary shall enter the same as a final decree. By the Court, W. Wallace Smith P.J.

March 9. 1939 Decree Ni si entered

W. R. Gallagher Pro

Now March 20. 1939 Ten Days having elapsed and no exception filed Final Decree is entered as per above order of Court and Judgment entered in favor of Defendants for $3375.00

W. R. Gallagher Pro.

And Now March 21, 1939 having received payment in full of debt, interest and costs on this judgment, I hereby direct same satisfied. Chas. V. Swoope, Atty for Defts.

Attest W. R. Gallagher
Prothonotary

September Term 1938

Smith + Maine	L. R. Korman		June 2 1938 Bill in Equity filed L. R. Korman Peff. complains and says that he is the owner of a purchase money Mortgage against certain property located in the Borough of Osceola Mills executed by Bernard McGinty and Alice D. McGinty, his wife. That Bernard McGinty, one of the grantees named in the Deed is deceased,
	2		
John Scollins	Fred Dugan		Fred Dugan, one of the defts named, and a brother of Alice
	Alice D. McGinty		D. McGinty, acting for and on behalf of Alice D. McGinty, is presently engaged in the destruction of the house locat
	Pro	2.50	on the premises.
	"	1.50	Peff avers that he notified said Fred Dugan and Alice D
	"	1.00	McGinty not to demolish the house, that he is the owner of a first Mortgage on the premises and the destruction of the house reduces the security for payment of the obligation secured by said Mortgage.
			Wherefore, your Orator needs Equitable relief
			That an Injunction may issue preliminarily until hearing, and final thereafter, restraining the said defendants, their agents, servants or servants, and all other persons whatsoever, from demolishing and destroying the house and structures located on the premises herein described, and from damaging said premises in any manner whatever
			That the defendants, and each of them, be required to pay to the Peff. his lawful costs
			Smith + Maine Attys for Peff.
			June 2 1938 Injunction Affidavits of L. R. Korman and R. T. Carroll filed.
			June 2 1938 Peffs Bond in sum of $1000.00 with J. E. Kolbinschlag, Surety filed and approved By the Court. W. Wallace Smith. PJ
			June 2 1938 Decree for Preliminary Injunction filed
			Now, June 2, 1938, the Bill in Equity filed in this case and accompanying injunction affidavits read and considered, and it appearing that there is threat and danger of immediate and irreparable injury and damage to the Peff. thereupon it is Ordered and Decreed as follows:-
			(a). That Fred Dugan and Alice D. McGinty and each of them, and their agents, servants and Employee be enjoined preliminarily now from destroying or demolishing the house described and identified in the Bill of Complaint, filed to the abo number and term, and from damaging the said premises in any manner whatsoever.
			(b) That this injunction shall continue until furt Order of the Court.
			(c) That a hearing shall be had in respect of the continuation of said injunction before this Court on the 6th day of June 1938 at 10:00 A.M.
			By the Court, W. Wallace Smith. PJ
			June 2. 1938 Injunction Issued

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Now, June 2. 1938 Service hereof accepted for Fred Dugan and Alice D. McGinty, Defendants, and receipt of a copy acknowledged. John Scollins, atty for defts.
June 2, 1938 By paper filed John Scollins, Atty, Enters his appearance on behalf of Fred Dugan and Alice D. McGinty, Defts.
Now the 2nd day of June 1938 service is accepted on behalf of the defendants Fred Dugan and Alice D. McGinty of Bill in Equity and decree for preliminary Injunction entered in said proceeding on June 2. 1938: receipt of six copies of the Bill in Equity is hereby acknowledged. John Scollins. Atty for Defts.
June 6. 1938 Stipulation filed
Now June 6. 1938, It is hereby stipulated by counsel for plaintiff and counsel for defendants that the Injunction granted in this proceeding be continued until July 21. 1938, pending conclusion of a proposed settlement, with the right to complete the settlement transaction at any time within the stipulated period.
It is further stipulated by counsel that this proceeding remain in status quo, until July 21. 1938. After July 21. if the settlement is not completed either party may apply and have hearing fixed for a definite date thereafter.
Smith & Maine. Attys for Pltff. John Scollins, Atty for Defendants

September Term, 1938

Jno. C. Fossyth	John R. Swartzle & John R. Swartzle, Joseph H. Roessner and Wilson Smeal, trading and doing business as Routch & Swartzle Co.	July 25, 1938, Bill of Complaint filed. Wherein Plaintiffs pray: That pending this Bill and perpetually thereafter, the defendant, J. William Marsden, County Treasurer of Clearfield County, Penna., be enjoined from continuing said advertisement of said real estate and from offering the said real estate for sale
	3	on August 1, 1938, or at any adjourned Treasurer's Sale of Seated Lands for taxes for the years 1930-1931-1932 and 1933.
John Scollies	J. William Marsden, Treasurer of Clearfield County	That defendant, J. William Marsden, County Treasurer of Clearfield County, Pa., be enjoined and restrained from molesting, injuring or annoying these plaintiffs in the use and enjoyment of their premises;
Now Edna Marsden, Treasurer of Clearfield County.		That the cloud imposed upon the
	Pltf By Atty 2.50	real estate of these plaintiffs by reason of
	Shff. 3.90	the return of taxes for the years 1930-1931-
	Pro 50	1932-1933, and the advertisement thereof for
	" 50	sale as aforesaid by J. William Marsden,
	" 50	County Treasurer of Clearfield County, Pa., be
		effectively expunged from records of the
		Treasurer of Clearfield County, Pa., by
		order of Court.
		For such equitable relief as may
		seem meet to your Honorable Court.
		And plaintiffs will ever pray, etc.
		J. R. Swartzle & J. R. Swartzle,
		Joseph H. Roessner and Wilson Smeal,
		t/a Routch & Swartzle Co.

Order of Court:—To J. William Marsden, Treasurer of Clearfield County.

Whereas, John R. Swartzle, and Routch and Swartzle Co., lately, that is to say, to No. 3 Sept. Term, 1938, exhibited their Bill of Complaint before the Honorable, the Judge of our Court of Common Pleas, in Equity, asking relief touching the matters therein particularly complained of and set forth at length;

Now, therefore, upon consideration thereof, we enjoin you, the defendant, from offering the real estate assessed in Pike Township, Clearfield County, Pa., in the name of Frank H. Hancock, and returned for the taxes for the years 1930-1931-1932 and 1933, for sale at the County Treasurer's Sale of Seated Lands, advertised to be held on August 1, 1938, at 10 o'clock A.M. or at any adjourned County Treasurer's Sale, subject to further order of the Court in the premises.

The injunction to continue for five days, sec. leg. and the motion for its continuance thereafter and further order of the Court in the premises will be heard by the Court on July 30, 1938 at 10:00 o'clock A.M. By the Court, H. Wallace Smith, P.J.

July 25, 1938, Injunction Bond in the sum of $100.00, with William Beish and William Daichet, as sureties, filed.

July 25, 1938, Bond and sureties are approved. H. Wallace Smith, P.J.

July 25, 1938, Injunction Affidavit of William Beish filed.

July 25, 1938, Injunction Affidavit of Vernon A. Smeal filed.

Now, July 25, 1938, Service of Bill of Complaint accepted for

J. William Marsden, County Treasuret, and I hereby acknowledge receipt of a copy thereof. John Scollins, Atty. for J. William Marsden, Co. Treas.
Now, July 25, 1938, Served the within "Bill of Complaint" on J. William Marsden, County Treasuret, by handing true and attested copies of the original to William E. Brown, Deputy Treasuret, he being in charge of the affice in the Court House in Clearfield Borough, and made known unto him the contents thereof. So Answers, John J. Shatkey, Shff.
July 30, 1938 Preliminary Objections to Bill of Complaint by John Scollins atty
Now, July 30, 1938 Service accepted by copy. John C. Forsyth, atty for Reff.
Now Aug 4, 1938 Upon Motion of John C. Forsyth, atty for petitioner and Reffs in Equity, the preliminary Injunction heretofore granted is continued in full force and effect for a period of fifteen days from July 30, 1938, to wit; until Aug 15, 1938.
By the Court, W. Wallace Smith P.J.
Now to wit; Aug 4, 1938 Argument on preliminary objections to Bill in Equity is fixed for Aug 8, 1938, at 10 o'clock A.M. notice to be given John Scollins, Esq. atty for deft. By the Court, W. Wallace Smith, P.J.
Dec 2, 1938 Opinion Filed
Now Dec 2, 1938 in accordance with opinion herewith, the preliminary objections filed by J. William Marsden, County Treasurer, are overruled, and the respondent is required to make answer to the merits within 15 days. By the Court, W. Wallace Smith, P.J.
March 8, 1939 the death of J. Wm Marsden, Treasurer of Clearfield County is averred and Edna Marsden, Treasurer of Clearfield County, appears and agrees that as Treasurer of Clearfield County that she be made a party to these proceedings in Equity and waives time and Rules of Court in Equity
March 8, 1939 Motion of John C. Forsyth, atty for Libellant that Bill be taken pro confesso, as to the Deft. Edna Marsden, Treasurer of Clearfield County for failure to file an answer.

September Term 1938

Arwed + Chaplin	H. S. Kilpatrick	Aug 4 1938 Bill In Equity filed. Order of Court:-
Aug 4	"	And Now Aug 4 1938 Rule granted to show cause why H. S. Kilpatrick should not be awarded preliminary Mandatory Injunction requiring and directing the Empire Personal Loan Co. of Pa., and Eugene H. Milligan,
C. R. Kramer	Eugene H. Milligan + Empire Personal Loan Co. of Pa. a Corp. having its place of business in the City of Du Bois	and each of them, to deliver over, properly endorsed, to H. S. Kilpatrick, the Certificate of title to the Ford truck, 1½ ton, Manufacturers serial No. 18-2408524, 8 cylinder, 1936 model, with the lien or encumbrance thereon marked satisfied, and the assignment of said Certificate of title to the said H. S. Kilpatrick
Pro By Atty	2.50	executed by Eugene H. Milligan, upon the
"	1.00	payment to the Empire Personal Loan Co. of Pa,
Shff	8.50	of the sum of approximately $11.62 plus interest,
Shff	2.30	to-wit; the amount of the unpaid balance of
Pro	.50	its lien or encumbrance. And if said
Pro	.50	injunction be granted the Court to require
"	.50	such bond to be filed as it shall thereat
	15.80	be determined, Ret. the 8th day of August 1938 at 10:00 A.M. By the Court, W. Wallace Smith P.J.
		Aug 4 1938 Rule Issued to Sheriff
		Now Aug. 4. 1938 Served on me by copy and issue of rule waived Clarence R. Kramer Atty. for Eugene H. Milligan
		Aug 5. 1938 at 1:15 P.M. Served the within Rule on the Empire Personal Loan Company of Penna. a Corp. by handing to D. Foltz, Cashier of said corporation a true and attested copy of the original and made known unto her the contents thereof at the office of Corp. #10 East Long Ave City of Du Bois. Pa So ans John J. Sharpey Shff.
		Now Aug 5. 1938 at 1:15 P.M. served the within Bill In Equity on the Empire Personal Loan Company of Pa. a Corp. by handing to D. Foltz Cashier of said Corp. true and attested copies of the original and made known unto her the contents thereof at office of said Corpn #10 East Long Ave, City of Du Bois. Pa So ans John J. Sharpey Shff.
		Aug 8. 1938 Answer to Bill in Equity filed by C. R. Kramer, Atty for Eugene H. Milligan with service accepted Aug 8 1938 by Arwed & Chaplin Attys for Peff

Order of Court:- And Now Aug 8. 1938 The matter of the issuance of a Mandatory Injunction having been heard, and Testimony presented for Peff and Defendant, the Court makes the following decree:-

That upon the payment to Empire Personal Loan Company a corporation having an Office at Du Bois, Penna, of the sum of $11.37 the said Empire Personal Loan Co, is hereby ordered and directed to stamp "Paid" and "encumbrance satisfied" a certain Certificate of title to a Motor Vehicle issued by the Bureau

Of Motor Vehicles to Eugene Milligan, said Certificate being for a Motor Vehicle Ford Truck, 1½ ton, Mfrs Serial No. 18-248524, 8 Cylinder, 1936 Model, and the said Empire Personal Co. is further directed to deliver said Certificate of title (hereinbefore described) to Arnold & Chaplin, as attorneys for G. S. Gelpatrick. This Mandatory injunction against Empire Personal Loan Co., a corporation, is hereby made effective against the agents, servants and employees of said Corporations office in the City of Du Bois, Clearfield County, Pennsylvania.

That on the 12th day of Aug. 1938, at the hour of 10:00 o'clock A.M. at the office of C.R. Kramer, Atty for Eugene Milligan, the said Eugene Milligan is hereby ordered, directed and enjoined to properly execute the assignment of said Certificate of title to G.S. Gelpatrick.

The cost of this proceeding to be paid by Eugene Milligan

By the Court. W. Wallace Smith. P.J

Contd from Page 201. In re: Elizabeth H. Swoope and Howard B Hartswick Trust No 3 Dec 7, 1935

Carried forward	266	83	
	1.071	25	

Income account

The accountant Charges Stockholders.

1936
Aug. 13. Amount transferred from Principal Cash to Income Cash, representing payments made by J.L. Foster, Receiver of The County National Bank of Clfd. former Trustee as follows:

Accountants Commission on Principal Acct	$	69.85
W. R. Gallagher Bro. thy. - Filing account, etc.		15.00
Edw. J. Thompson, Atty. legal fee		40.00
		124.85

1936
Aug. 13. - Received from J.L. Foster, Recvr. of The County Nat'l Bank, former Trustee, $2.000
Northern State Power Co. 4½ o/o Bond 2.120 00

1936
Aug. 13. - Received from J.L. Foster, Recvr of The County Nat'l Bank of Clearfield, 5 Shs Penna. Railroad Co. Stock 190 00

Gain by Sale or Conversion of Assets.

Sept. 23. $2,000 Northern State Power Co. 4½ % Bond due 1961 sold at 106 1/4

Amount Received	2.125.00	
appraised value	2.120.00	
		5.00

Nov. 4 - 5 Shs. Penna Railroad Co. Stock sold at 43-3/8 less expenses

Amount Received	213.56	
appraised value	190.00	
		23.56
		28.56

Clearfield Trust Company Certificates of Deposit purchased

June 16, 1938	200.00	
June 21, 1939	358.00	
Dec. 21, 1939	400.00	
June 19, 1940	100.00	
June 16, 1941	150.00	
Dec. 19, 1941	50.00	
June 18, 1942	100.00	$ 1,358.00

Clearfield Trust Co. Certificates of Deposit paid

June 21, 1939	200.00	
Dec. 21, 1939	358.00	
Dec. 23, 1942	800.00	1.358.00

Brought forward	28.56	3.648	08

1942
Sept. 22 $ 800. U.S. Treas. 2 3/4% Bonds sold at 108-26/32, less expenses

Amount received	869.50	
appraised value	816.36	
		53.14

1945
Jan 10. - Natale Ferdazzo et ux Mortgage sold -

Amount Received	1.479.40	
appraised value	1.479.40	
		000.00

Feb 16 - 17 shares First Federal Savings and Loan Assoc. Sharon, Pa. sold

Amount Received	1.700.00	
appraised value	1.700.00	
		000.00
	81	70
	$ 3.729.	78

1936
Sept. 23. Int from 4/1/36 to 9/23/36 on Penna. Power & Light Company 4½% Bond sold 21.50
Sept 23 - accrued Int from 4/1/36 to 9/23/36 on Northern States Power Co. 4½% Bond sold 43.00
Oct. 20. Natale Ferlazzo. Int on Mtge. from 9/26/36 to 11/1/36 15.20
Nov. 30 Natale Ferlazzo - Int on Mtge. to 12/1/36 11.25
Dec. 28 - Natale Ferlazzo - Int on Mtge to 1/1/37 11.21
1937
Jan. 27 - Natale Ferlazzo - et ux - Int on Mtge to 2/1/37 11.17
Mar. 3 - Natale Ferlazzo - Int on Mtge. to 3/1/37 11.17
Mar. 29 - $ 800. U. S. Treas. 2 3/4 % Bond - Coupons 3/15/37 10.98
Less accrued Int. to 12/15/36 5.66 11.12
apr. 1. Natale Ferlazzo - Int on Mtge. to 4/1/37 11.08
apr. 26, Natale Ferlazzo - Int on Mtge to 5/1/37 11.04
May 25. Natale Ferlazzo - Int on Mtge to 6/1/37 10.99
July 1. Natale Ferlazzo - Int on Mtge to 7/1/37 10.95
Aug 4. Natale Ferlazzo - Int on Mtge to 8/1/37 10.91
Sept 1. Natale Ferlazzo - Int on Mtge to 9/1/37 10.86
Sept 15, $ 800. U. S. Treas. 2 3/4 % Bonds - Coupons due 9/15/37 11.02
Oct. 6, Natale Ferlazzo. - Int on Mtge 10/1/37 10.82
Nov. 1. Natale Ferlazzo - Int on Mtge 11/1/37 10.78
Dec 3. Natale Ferlazzo - Int on Mtge 12/1/37 10.73
1938
Jan. 6. Natale Ferlazzo - Int on Mtge to 1/1/38 10.69
Feb 3. Natale Ferlazzo - Int on Mtge to 2/1/38 10.64
Mar 1, " " " " " to 3/1/38 10.60
15, $ 800 U.S. Treas 2 3/4 % Bonds Cpns due 3/15/38 10.98
apr 1, Natale Ferlazzo - Int on Mtge to 4/1/38 10.55
May 2, " " " " " 5/1/38 10.51
June 1, " " " " " 6/1/38 10.46
July 1, " " " " " 7/1/38 10.42
Aug 8, " " " " " 8/1/38 10.37
Sept 6, " " " " " 9/1/38 10.33
Sept 15, $ 800 U.S. Treas 2 3/4 % Bonds Cpns due 9/15/38 11.02
Oct 4, Natale Ferlazzo - Int on Mtge to 10/1/38 10.28
Nov 3, " " " " " 11/1/38 10.24
Dec 1, " " " " " 12/1/38 10.19
1939
Jan 3, Natale Ferlazzo - Int on Mtge to 1/1/39 10.14
Feb 1, " " " " " 2/1/39 10.10
Mar 3, " " " " " 3/1/39 10.05
Mar 15, $ 800. U.S. Treas 2 3/4 % Bonds Cpns due 3/15/39 10.98
Less Amortization payment .58 10.40
apr 8, Natale Ferlazzo - Int on Mtge to 4/1/39 10.00
May 1, " " " " " 5/1/39 9.95
June 5, " " " " " 6/1/39 9.91
June 21 Accrued Int from 6/17/38 to 6/17/39 on Clf'd Trust Co. Certificate of Deposit 4.00
July 6, Natale Ferlazzo - Int on Mtge to 7/1/39 9.86
Aug 7, " " " " " 8/1/39 9.81
Sept 6, " " " " " 9/1/39 9.76
Sept 15, $ 800. U.S. Treas. 2 3/4 % Bonds - Cpns due 9/15/39 11.02
Less Amortization payment .58 10.44
Oct 5, Natale Ferlazzo - Int on Mtge to 10/1/39 9.71
Oct 31, " " " " " 11/1/39 9.67

Continued to page 378

Contd from Page 375 - Clearfield Trust Co., Trustee vs Moxiedale Land Co. #1 Dec. T. 1938

foreclosure of mortgages in this County. Said notice shall state the time and place the sale is to be made and shall contain the general description of the property to be sold in the language set forth in the fifth clause of this decree, which is hereby adjudged to be an appropriate description with common certainty of the mortgaged property to be sold.

15. The mortgaged property shall be offered for sale in its entirety and the Trustee shall accept the highest qualified bid.

16. The complainant, or the holder of any of the bonds, or any creditor or stockholder of Moxiedale Land Co., and especially Robert K. Wigton and Newton Wigton, as executors of the Estate of Frank L. Wigton, or as individuals, may bid at any sale hereunder and purchase in its, her or their own rights, and upon compliance with the terms of the sale may hold, retain and dispose of the mortgaged property so purchased free and clear of any and all trusts, express or implied, whatsoever.

17. The Trustee shall receive no bid from any person unless such person shall have deposited with it before the time of the sale, either in cash or by certified check drawn upon a bank or trust company satisfactory to it, the said Trustee, the sum of $500.00, or $2,000 principal amount of bonds secured by the mortgage upon which this foreclosure proceeding and decree is based.

18. The above mentioned qualifying deposit of any bidder whose bid is accepted by the Trustee shall be applied toward the payment of the purchase price payable by such bidder, and all other qualifying deposits made by any other unsuccessful bidder shall be returned to him.

19. In case any bidder whose bid is accepted by the Trustee shall fail to complete his bid and to pay the full purchase price in accordance with any order of the Court relating to the payment of such purchase price, then the money paid, or the bonds deposited, as the case may be, by such bidder, shall be applied to the payment of the expenses of a resale and towards making good any deficiency or loss in case the mortgaged property shall be sold at a less price on such resale.

20. The purchaser or purchasers in making settlement for any payment of the purchase money shall be entitled to deliver to the Trustee and to turn in and use any of the bonds issued under the mortgage upon which this proceeding and decree is based, and all interest claims thereon, for the payment of such purchase money, and the purchaser shall be entitled to be credited therefor with a sum equal to that which would be payable out of the net proceeds of said sale to the purchaser or purchasers as the holder or holders of said bonds or interest claims thereon for his or their just share of said net proceeds, after allowing for the proportion of payment which may be required by the Court to be paid in cash for costs, expenses, claims having preference and priority, or for other purposes.

21. No purchaser at any sale shall be required to see to the application of the purchase money, nor be answerable in any manner whatsoever for any loss, misapplication, or non-application of any such purchase money or any part thereof.

22. Upon the full compliance by the purchaser with his or their bid, the Trustee shall execute and deliver a deed or deeds, or other proper instrument, conveying, assigning and transferring to such purchaser or purchasers, or his or their assigns, the mortgaged property sold, as aforesaid, to such purchaser.

23. Upon the delivery of such deed or instrument of conveyance, the grantee named therein shall be entitled to possession of the property so conveyed, and any and all parties who shall be in possession of said property shall deliver the same to said grantee or grantees, the said grantee or grantees shall hold, posess and enjoy the property so conveyed, assigned or transferred,

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Contd from Page 366

and every part and parcel thereof, free from the lien of the mortgage securing the bonds and free from all other liens, claim or equity of redemption of Morrisdale Land Co., its creditors, stockholders, or any other person, excepting the mortgage or charge created by an agreement between John D. Dodds and Annie Rea Dodds, of Huntingdon, Pa., of the one part, and Morrisdale Land Company, of the other part, dated Jan. 1, 1926, and recorded in the office of the Recorder of Deeds in and for Clearfield County in Miscellaneous Book 30, page 10.

24. The term "mortgaged premises and property" shall include all property, real, personal and mixed, of every kind and description, owned by Morrisdale Land Co. and covered by the mortgage to the complainant as security for the bonds issued thereunder.

25. The Trustee, upon execution and delivery of a deed to the purchaser, shall file an account in this Court, and notice of its filing and of an intention to apply for confirmation thereof at a time and place fixed in said notice shall be advertised by the accountant once a week for three successive weeks in the Raftsman's Journal and Clearfield Times, two newspapers of general circulation in Clearfield County, the first publication in each paper being at least twenty-one days prior to the time fixed for the application. Said notice shall also state that unless exceptions are filed, before the date specified, the account may be then confirmed, and, if there is a balance for distribution, that distribution may then be made. In addition, a copy of said advertisement must be mailed at least 15 days prior to the date fixed for the application to all persons who may be interested in the account or distribution, so far as the same can be ascertained upon reasonable inquiry, addressed to such known at their last known address. Further action upon the account will be taken in accordance with Equity Rule No. 79.

26. Any party to this cause and the purchaser or purchasers, and his or their assigns, at any time, may apply to the Court for further order or relief and the term of this Court is hereby extended for this purpose and jurisdiction is retained. H. Wallace Smith, P.J.

Dec. 1, 1938, Petition for authority to adjourn sale filed.

The foregoing petition having been presented, read and considered, it is ordered and decreed that the Clearfield Trust Co., Trustee, appointed to make sale of the mortgaged premises under the Decree of Foreclosure entered by this Court in the above entitled case, shall have power and is authorized at the sale advertised to take place of the mortgaged premises on December 2, 1938, at 10:00 o'clock A.M., if it shall appear to the Trustee that bidders are not prepared to bid on account of failure to qualify as bidders or on account of legal questions in the premises, to adjourn the sale from time to time during a period not exceeding Jan. 2, 1939, without further advertisement than announcement at the sale advertised as aforesaid or any adjournment thereof, of the time and place to which sale is adjourned. By the Court, H. Wallace Smith, P.J. Dec. 1, 1938

Jan. 16, 1939, Return of "No Sale" filed.

Continued to Page 393

December Term, 1938

Boulton & Boulton	Clearfield Trust Co., Trustee		Oct. 8, 1936, Bill for Foreclosure of Corporate Mortgage filed. Wherein Plaintiff prays
Act 8	1		That the defendant Morrisdale Land Co. be required to answer this bill;
			That it be decreed that said mortgage is a first lien upon the land described in
Jno. C. Forsyth	Morrisdale Land Co.		said mortgage, except for the charge in favor of John D. Dotts and Annie Rea Dotts as
			per an agreement between Morrisdale Land Co.
	Rec'd By Atty 10-19-38	2.50	and said John D. Dotts and Annie Rea Dotts,
Decree of Foreclosure	"	5.00	dated January 1, A.D. 1926, and recorded in the
	"	1.00	office of the Recorder of Deeds in and for the
	"	1.00	County of Clearfield in Miscellaneous Book 30, page 1
	"	1.00	
St. to B. 5129440	Cd 11/4/40 By Boulton & Boulton Atty	10.50	That it be decreed that default under the mortgage has occurred in the failure to make payment of the interest due on said bonds on September 15, 1936, and on all succeeding interest dates of said bonds, and that such default in the payment of interest has continued for a period exceeding three months, and that a public sale of the mortgaged premises be made by complainant as Trustee and Master appointed by the Court for the purpose of making sale of the mortgaged property, and that all the equity of redemption and other interest of said mortgagor in said premises be forever barred.
			That such other relief may be granted as will fully protect the rights and interest of the bonds issued and outstanding under the mortgage.
			And it will ever pray.
			Boulton & Boulton, Attys for Plff
			Oct. 11, 1938, John C. Forsyth, attorney, enters his appearance for Morrisdale Land Company.
			Now, Oct. 11, 1938, Service of the within Bill accepted by copy. John C. Forsyth, Atty for Deft
			Oct. 19, 1938 Answer to Bill for Foreclosure of Corporation Mortga
			Oct. 24, 1938, Decree of Foreclosure filed
			Now, Oct. 24, 1938, this cause came on to be heard,
and it appearing that the above entitled Bill of Complaint was served upon the defendant therein, and	that the defendant has answered, and that upon hearing it appearing		Bill of Complaint have been proven, and the Court
that all of the averments of said	being fully advised in the premises:		
	It is Ordered, Adjudged and Decreed, as follows:		
	1. Clearfield Trust Co.,		of Clearfield, Pa., complainant herein, is a
corporation	duly organized under		the laws of the Commonwealth of Pennsylvania, with
its principal office in Clearfield,	Pa.,		and is duly authorized to hold in trust the
property conveyed and mortgaged	to it as trustee in the mortgage hereinafter		
described and referred to.			
	2. That Morrisdale		Land Co. is a corporation organized under the laws
of the Commonwealth of Pennsylvania,	having its principal office at 1512 Real Estate		
Trust Building, corner of Broad	and Chestnut Streets, Philadelphia, Pa.		
	3. That in accordance		with the laws of Pennsylvania, and its corporate

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powers, the Mossiedale Land Co. duly made, executed and delivered to the Clearfield Trust Co. its certain mortgage dated Sept. 15, 1932, a copy thereof marked "Exhibit "A" being attached to the Bill of Complaint, which said mortgage was duly recorded in the office of the Recorder of Deeds of Clearfield County, Pa., in Mortgage Book Vol. 93, page 574, et seq.

The Mossiedale Land Co. executed and delivered all of the bonds described and authorized and secured by said mortgage, and delivered the same to the Clearfield Trust Co., the Trustee, for its certification; whereupon the Clearfield Trust Co. certified said bonds by endorsement thereon and redelivered the same to Mossiedale Land Company. The defendant thereafter negotiated and sold at par said bonds in the amount of $45,000.00 to Frank H. Wigton, now deceased, and of whose last Will and Testament Robert H. Wigton and Newton Wigton are Executors. The numbers of the bonds sold as aforesaid, issued, certified and sold to Frank H. Wigton are as follows: 45 bonds, each for $1,000.00, numbered 49 to 93, inclusive, and said bonds are at present outstanding and held and owned by the Estate of Frank H. Wigton, deceased, and there is due thereon the principal sum of $45,000.00.

4. That semi-annual interest on all of said outstanding bonds due Sept. 15, 1936, although demanded of the defendant, was not paid, and no interest since March 15, 1936, has been paid on said outstanding bonds to the date of the filing of this bill.

5. That all the property of the said defendant corporation is situate within the County of Clearfield, Pa. and is the real estate described in said mortgage and the mortgaged property is described as follows:

All the right, title and interest, property, claim and demand of the said Mossiedale Land Co., being the twenty-seven fortieths undivided interest of, in and to all that certain piece and parcel of land situate in Morris Township, in Clearfield County, Pa., bounded and described as follows to wit:

Beginning at a post corner near the old graveyard at or near the old Village of Allport, thence extending East two thousand one hundred and two feet to a hemlock; thence South thirty minutes East three thousand and one hundred and sixteen feet to a hemlock corner; thence North eighty-six degrees forty-five minutes West two thousand and fifty-one and four-tenths feet to a white pine; thence South three degrees fifteen minutes West two thousand and ninety-four feet to a post; thence North eighty-six degrees forty-five minutes West one thousand nine hundred and eighty-three feet to a post; thence South three degrees fifteen minutes West three thousand two hundred and ten feet to a stone corner; thence North eighty-six degrees thirty minutes West two thousand four hundred and forty feet to a stone; thence South forty-five degrees West one thousand eight hundred and seventeen and three tenths feet to a stone; thence North eighty-six degrees seven minutes West three hundred and eighty-two feet to a stone; thence South three degrees thirty minutes West one thousand and fifty-five feet to a stone; thence North eighty-six degrees thirty minutes West two thousand six hundred and twenty feet to a stone; thence North two degrees thirty minutes East two thousand two hundred and forty feet to a post; thence South eighty-six degrees thirty minutes East two hundred and ninety and four tenths feet to a post; thence North three degrees thirty minutes East eighty feet to a post; thence South eighty-eight degrees thirty minutes East one thousand one hundred feet to a post; thence North three degrees thirty minutes East one hundred and sixty feet to a post; thence North eighty-five degrees seven minutes West one thousand one hundred feet to a dead hemlock; thence North three degrees thirty minutes East two thousand three hundred and sixty feet to a pine stump; thence South eighty-nine degrees twenty one minutes West three hundred and thirty feet to a white oak; thence North four degrees twenty minutes East five thousand eight hundred and sixteen and five tenths feet to a stone; thence South eighty-six degrees seven minutes West two hundred and ninety-two feet to a stone; thence North four thousand eight hundred and twenty-two feet to a stone heap;

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December Term, 1938

Glenn E. Thomson	Mrs. Stella G. Friday		Nov. 15, 1938, Bill in Equity for Partition filed.
			Whereupon, your Orator complains, and
			prays as follows;
Nov. 15	2		That the said Daniel F. Sherry, Defendant
			in this Bill, shall appear and make answer
			touching the several matters and things herein-
Chase &	Daniel F. Sherry		before recited.
Swoope			That partition of the said real estate
			described in the first paragraph of this Bill,
	Pro By Atty	2.50	be decreed by your Honorable Court to be made
	Sheriff	6.90	to and between the several parties entitled hereto,
	Pro	.50	agreeable to their respective interest and estates
	"	.50	therein as hereinabove set forth and that there-
2-11-38	"	1.00	after, the case be referred to a Master to
	"	2.00	divide and partition the said real estate into
	"	.50	purparts and to value the same and to award
	"	.50	and allot the said purparts to and among the
	" return of Sale	1.00	parties entitled, together with the sums to be
5/15/39 St to J Cherry	"	1.00	charged thereon and to make a report thereon,
		16.40	and in case such partition can not be had
	"	2.00	without prejudice to or spoiling the whole,
		18.40	then to value and appraise the said real estate,
			and affect the same to each of the said parties
			in interest at such valuation and to make a
June 12, 1939	Recd. of Jno. A. Cherry,		report thereon, and generally perform such
costs as follows:	Atty, G. E. Thomson,	2.50	duties as are prescribed by the Acts of the
Shff 6.90;	Prothy 9.00, being		General Assembly of the Commonwealth of
costs in full in this case.			Pennsylvania in such case made and
	W. R. Gallagher, Pro.		provided.
			That your Honorable Court may make such
			orders and decrees, both interlocutory and final
			in the premises as to your Honorable Court shall
			seem proper, for the just and equal division
			and partition of said real estate, and for the
			holding and enjoyment of the said shares
			and purparts by the said parties in interest
			respectively in severalty and for the execution
			and delivery of such deed or deeds of conveyance
			and to the issuance of such instruments in
			writing as your Honorable Court shall deem
			proper and necessary in the premises.
			And for such other and further relief
			in the premises as the nature of the case may
			require and to your Honorable Court shall
			seem proper.
			And your Orator will ever pray.
			Glenn E. Thomson, Solicitor for Plff
			Nov. 18. 1938 One Copy Certified to Shff
			Now Nov. 18. 1938 at 3.000 o'clock P. M. served the
			within Bill in Equity for Partition on Daniel
			F. Sherry Deft. by handing to him personally at his
			place of business in the Village of Tyler, Pa. a true
			and attested copy of the original and made known
			unto him the contents thereof. So answers,
			John J. Sharkey, Sheriff

Nov. 26, 1938 By paper filed, Chase & Swoope, Attys enter their appearance for Daniel F. Sherry.
Jan. 11. 1939 Motion for Judgment Pro Confesso for want of an answer by the defendant Daniel F. Sherry. filed by Glenn E. Thompson, atty for Pltff

Order of Court: Now the 10th day of February, 1939. On Motion of Glenn E. Thomson attorney for plaintiff. It is ordered and decreed as follows:-

That a partition be made of the real estate, hereditaments and premises described in the Bill, situated in Huston Township, Clearfield County, Penna among the plaintiff and defendant, and it is further ordered and decreed that the cause be referred to John Cherry, Esq., as Master in partition, to value the said real estate and divide and make partition thereof into shares and purparts according to the shares and interest of the respective parties thereto, if the same can be divided without prejudice to the interest of the said parties respectively, or without prejudice to or spoiling of the whole of said estate and to ascertain the sum or sums which shall be charged or paid thereon for owelty, or which shall be paid or secured to the parties to whom no purpart may be allotted in the manner now authorized by law under writs of partition at common law,

And if the Master shall find that such partition and division can not be made either of the whole of the said real estate or any part thereof, then upon such valuation and partition to award and allot the said purparts to and among the parties severally and respectively entitled thereto, together with the sum so charged thereon and payable as and for owelty of partition.

And if the premises cannot be conveniently divided and parted into as many purparts as there are parties entitled, to award and allot the amount or sum to be paid or secured to them respectively, and the times when such payments shall be made and the purparts out of which the same shall be payable. And if the Master shall find that the said real estate cannot be divided without prejudice to or spoiling the whole, then to value the same; and if the parties shall refuse to take the same at the valuation, then to apply to the Court for leave to make sale thereof at public auction, giving the like notice as is required in sales under proceedings in partition at common law, This said order and decree to be in full force and effect against all defendants. By the Court

W. Wallace Smith P.J.

April 3, 1939, Receipts and Time Waivers filed by Glenn E. Thomson, Atty for Pltff and Chase & Swoope, Attys. for Defts.

April 3, 1939, Masters Report filed

The undersigned, in accordance with the Order of Court herein made, investigated the land described in the Bill in Equity for Partition as filed herein, by personally going upon the premises and examining the same.

Thereafter, on March 20, 1939, hearing was held in the Law Offices of Chase & Swoope, attorneys, at 203 East Market Street, Clearfield, Pa., of which notice was given to all of the parties in interest by counsel.

All parties were heard in respect thereto, as well as the witnesses and other evidence produced, in respect to the value of the said real estate. Said testimony was transcribed and is attached to and made a part of this report. Also attached to and made a part of this report is acceptance of service of notice of hearing on March 20, 1939.

Discussion and Findings:- As a result of the personal inspection of the premises by the Master and of the testimony produced at the hearing on March 20, 1939, it is definitely established that the real estate consists of a lot of land in Tyler, Clearfield County, Pa., fronting on the public highway leading into Tyler, being 100 feet in width and 200 feet in depth, and

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February Term 1939

Glenn E. Thomson	Faye Wisot, now Faye Collat		Dec. 30, 1938, Bill in Equity filed. Exhibit "A" attached. Wherein the plaintiff prays:
			That the said Rosie Barget be reqused
			to make, execute and delivet to the plaintiff a
Dec. 30	1		deed fot the premises described in Exhibit "A"
			attached, free and clear of all encumbrances.
			That the defendant be enjoined from
	Rosie Barget and The County National		withdrawing any of the sums in het bank
	Bank at Clearfield, Pa.		account in the County National Bank at
			Clearfield, Pa., said injunction to be
			preliminary now and final upon decree;
			and that likewise the County National Bank
	P.to	2.50	at Clearfield be enjoined from paying ovet
	"	1.50	to the said Rosie Barget any part of said
	Skff	4.50	bank balance, said injunction to be
	Pro	.50	preliminary now and final upon decree filed.
	"	1.00	And she will evet pray,
R. Thompson 5/19/39		10.00	Glenn E. Thomson, Atty. for Pleff.
			Now, Dec. 29, 1938, the foregoing Petition
			having been presented and read, it is
			hereby Ordered and Decreed that a Rule to
			show cause why an Injunction should not
			be granted in favot of the plaintiff against
			the defendants, Rosie Barget and The County
			National Bank at Clearfield, is hereby issued.
			Returnable January 9, 1939.
			By the Court, W. Wallace Smith, P.J.
			Dec. 30, 1938, Rule to Show Cause why an
			Injunction should not be granted, issued to Sheriff.
			Now Jan 4 1939 at 11:40 A.M. Served within Rule
			together with petition for same on Roxie Barger,
			within named Defts by handing to her personally a
			true and attested copy of the original and made
			known unto her the contents thereof at the home of
			Mrs. F. M. Rollins, 115 Nichols St. Clearfield Pa
			Jan. 5. 1939 at 9:25 A.M. Served the within Rule
			together with Petition for same on the County Natl
			Bank at Clearfield Pa by handing to Roy J. Fulton
			Cashier of said County National Bank at Clearfield Pa
			a true and attested copy of the original and made
			known unto him the contents thereof, at his office
			in said Bank in the Borough of Clearfield Pa
			So. Ans. John J. Sharkey Sheriff

May 19, 1939, Recd of Atty. costs as follows: Skff 4.50; Pro 5.50, being costs in full.
H. R. Gallagher, Pro.

May 19, 1939 This case being settled is directed to be discontinued.
Glenn E. Thomson
Atty for Plaintiff.

May 25. 1939 Costs paid and case is discontinued of record
H. R. Gallagher. Pro

Continued from Page 351. F. H. Weigton vs Morrisdale Supply Co. 1 Dec T. 1935

To sundry expenses of up-keep during Receivership. (Details attached per Schedule "D")	16,881.30	
To Commission of Receiver at 5% of total sales of Receiver to date.	15,477.94	
To attorneys fees. Boulton & Boulton	2,500.00	
Total		313,093.13
Balance		3,534.22
Of the securities listed on the original inventory as belonging to the Morrisdale Supply Company, to wit;		
Rep. of Peru 6s - Oct 1. 1961	1,500.00	
Dept. of Tolima 7s - Nov. 1. 1947	300.00	
Rep of Salvador 7s - July 1. 1957	1,850.00	
Chicago Rapid Transit 6-1/2s - July 1. 1944	460.00	
A. T. & S. Fe Rwy. Pref. 55 Shares	4,730.00	
these remain on the hands of the Receiver unsold because of depressed market conditions throughout the period of Receivership		
Other securities listed on the original inventory as belonging to the Morrisdale Supply Company, to wit;		
Home Mortgage 5-1/2s - April 1. 1943, Series N.	900.00	
Alabama, Tenn & Northern 6s. July 1. 1948	210.00	
Connecticut Rwy. & Lt. Com., 70 Shares	2,948.75	
Baltimore & Ohio R.R. 4-1/2s. August 1. 1939	8,404.87	
were sold; and the following securities purchased, to wit;		
$6,000. 1st 6% Georgia & Florida R.R. due 1946.		
$1,400. Unified Debenture Corporation.		
$7,000. B. & M. R.R. 5% 1945.		
The securities listed on the original inventory filed in this case as follows;		
A. T. & S. Fe Rwy. Pref., 155 Shares	13,330.00	
Lehigh Valley R.R. Annuity 4-1/2s	1,832.75	
before and during the entire period of the Receivership and at this time, are on the hands of the American Re-Insurance Company as collateral security due it for its surety bond to the United States Collector of Internal Revenue at Philadelphia, Penna. on behalf of Morrisdale Coal Company, et al		
The accounts listed on the original inventory as belonging to Morrisdale Supply Company, as follows;		
Morrisdale Coal Company	93,728.77	
Morrisdale Coal Mining Company	46,210.71	
Moshannon National Bank, Philipsburg, Pa	2,939.15	
Maxton Coal Company	2,400.00	
except for that amount of $1,321.45, collected by dividend from Receiver of Moshannon National Bank of Philipsburg, Pennsylvania have not been collected.		
Your Receiver prays to be discharged upon confirmation of this account and redelivery to the Morrisdale Supply Company of all its remaining property and assets.		
Robert N. Weigton, Receiver Morrisdale Supply Company.		
June 26. 1939 Decree confirming Account filed of Robert N. Weigton filed		
Now June 26. 1939 the account of Robert N. Weigton Receiver of Morrisdale Supply Company in the above cause having been filed May 25. 1939 and it appearing that no exceptions have been filed and due proof has been made of the foregoing facts and the account having been examined and it appearing unnecessary that the same be audited by the Court and the account being found to be correct, the said account is hereby confirmed, and distribution of the fund in accordance with appropriations made in said account is hereby directed to be made. By the Court, H. Wallace Smith P.J.		
June 26 1939 Proof of Mailing Creditors advertisement of Confirmation of account filed.		

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thence North eighty-eight and one-fourth degrees East two hundred and seventy-nine feet to a stone heap; thence North eighty-nine degrees five minutes East three thousand two hundred and forty-seven and two tenths feet to a stone; thence South eighty three degrees forty minutes East seven hundred and eighty seven and two tenths feet to a post; thence North five degrees forty minutes East one thousand two hundred and ninety-five and six tenths feet to a post; thence North eighty-nine degrees forty-two minutes East two thousand four hundred and ninety-two and eight tenths feet to a chestnut stump; thence South 30 minutes East two thousand six hundred and forty-seven feet to a past; thence North eighty-nine degrees nineteen minutes East two thousand and seventeen and two tenths feet to a pine stump; thence South one degree thirty minutes West three thousand one hundred and ninety-eight feet to a past and place of beginning.

Included within the lines of the above courses and distances is a tract of land known as the William T. Rothsack tract, containing ninety acres, and as to which the ownership of the Moshannon Land Co. is of the entire fee of all the coal underlying the same, and this mortgage shall include and cover the entire interest and title of the Company in said tract, which is particularly bounded and described as follows: Beginning at a service berry (now down); thence South one hundred and twenty-seven perches to a past; thence East one hundred and twenty perches to a witch hazel; thence North one hundred and twenty-seven perches to a white pine; thence West one hundred and twenty perches to the place of beginning.

Containing eighty-nine acres and one hundred and thirty-seven perches, and being a tract of land which was conveyed by William T. Rothsack and wife by deed dated Jan. 6, 1882, recorded in the office of the Recorder of Deeds of Clearfield County in ~~Deed~~ Book 201, page 420, to R. B. Wigton, F. H. Wigton and H. H. Wigton.

Same tract being part of a larger survey warranted in the name of Joseph Hubley and patented by the Commonwealth of Pennsylvania to Levitz by patent dated July 1, 1776, endorsed in Patent Book 29, page 232.

Containing 276.5 acres, more or less, reserving and excepting therefrom all those portions of the surface heretofore sold and conveyed by deed or sold by agreement for which deeds have not yet been made. The said premises being known as the Moshannon Mines property and having thereon at the present time a coal mine shaft operation known as Moshannon No. 1 Shaft, and a slope coal mine operation known as Cunard Slope, with miners' houses, superintendents houses, hay barn, stables, wagon shed store building, office building and other improvements, and the Moshannon Shaft No. 1 and Cunard Slope colliery operation being fully equipped with hoist, ventilating fans and equipment, mine pumps and other machinery, trackage, wiring, tools, supplies and other equipment, all of which, including office equipment, maps instruments, plans, notes and records of the mining engineer's, mine superintendent's and accountant's office shall be taken and treated as part of the hereby mortgaged premises.

6. That there are no liens upon the mortgaged lands prior to this mortgage except such as is created by an agreement between John D. Dorris and Annie Pea Dorris of Huntingdon, Pa., of the one part, and Moshannon Land Co. of the other part, dated Jan. 1, 1926, and recorded in the office of the Recorder of Deeds in and for Clearfield County in Miscellaneous Book 30, page 10, whereby there is secured out of royalties on coal mined from the mortgaged land the sum of $125.00 per month for their joint lives, and $100.00 per month to the survivor of them.

7. That the Executors of the Estate of Frank H. Wigton, deceased, have filed with the Clearfield Trust Co. a declaration in writing, signed by them as owners of all the bonds issued under and outstanding and secured by said mortgage, that they have elected and caused that the principal of all of the bonds secured by said mortgage shall and has become immediately due and payable; and said Executors of the Estate of Frank H. Wigton have further requested the Trustee to proceed by suit, or suits at law, or in equity, to enforce payment of the said

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bonds and to foreclose the herein recited mortgage and to sell the plant, lands, franchises, rights, appurtenances and property of whatsoever kind and nature and wheresoever situated thereby mortgaged.

8. That, by the terms of said mortgage, especially in Article IX Section 3, the Trustee is authorized on behalf of the bondholders, in case default shall be made in the payment of any interest installment of any of the bonds issued under said mortgage and continued for a period of three months after payment of such interest shall become due, in its discretion, to proceed by suit or suits at law, or in equity, or by any appropriate remedy as the Trustee may be advised, to enforce payment of the said bonds and to foreclose this mortgage and to sell the plant, lands, franchises, rights, appurtenances and property of whatsoever kind and nature and wheresoever situated, thereby mortgaged, under the judgments or decree of a court or courts of competent jurisdiction.

9. There is now due and payable to Clearfield Trust Co., Clearfield, Pa., as Trustee under said mortgage, for the use and benefit of holders of bonds secured thereby the principal sum of $45,000, with interest accrued on the principal amount of said bonds from March 15, 1936, to the date of this decree.

10. The defendant, Moshannon Land Co., within five days after the entry of this final decree, shall pay or cause to be paid

(a) All costs in the within cause, compensation to the complainant as Trustee under said mortgage, counsel fees and such other costs and expenses as may be fixed by your Court;

(b) All taxes due on the mortgaged property;

(c) $45,000 to the complainant, being the principal amount of bonds at present outstanding, together with interest payable thereon from March 15, 1936, to date of this decree.

11. In default of payment of the sums above directed, within the aforesaid time, the said mortgage shall be foreclosed and the properties and premises covered thereby shall be sold and the proceeds applied to the items set forth above in the order named, being (a), (b) and (c), and all the right, title, estate and equity of redemption of said defendant, Moshannon Land Company and of all persons claiming under said defendant in and to said property and premises shall be forever barred and foreclosed.

12. In case payment in full is not made as is required and decreed by paragraph 10 of this Decree, then said mortgaged premises and property right and interest of Moshannon Land Company shall be offered for sale in the manner hereinafter described, free and clear of all liens, claims and charges of any and every kind upon said mortgaged property, except for the mortgage or charge in favor of John D. Dottis and Annie Rea Dottis, as per agreement between Moshannon Land Co. and the said John D. Dottis and Annie Rea Dottis, dated Jan. 1, 1926, and recorded in the office of the Recorder of Deeds for Clearfield County in Miscellaneous Book 30, page 10.

13. Said sale shall be made at public auction on Dec. 2, 1938, in the Court House, Clearfield Borough, Clearfield County, Pa., by Clearfield Trust Co. of Clearfield, Pa., Trustee, in the herein recited mortgage, which Trustee is hereby directed and appointed to sell such mortgaged property.

14. Clearfield Trust Co., of Clearfield, Pa., Trustee, shall give public notice of the time and place of said sale by public advertisement, as follows: By posting a notice on five of the most public places of access and resort on the mortgaged premises, and also publishing a notice at least once a week for four consecutive calendar weeks prior to such sale, (No publication to be necessary in the calendar week in which such date of sale shall occur) in two newspapers of general circulation published in Clearfield County Pa., and in such further manner as is required by the rules of this Court for the

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May Term, 1939

Boulton & Boulton	Mossisdale Coal Co., E. N. Kigton, Receiver of Mossisdale Supply Co., Mossisdale Land Co., Mossisdale Coal Mining Co.		Feb. 7, 1939, Bill of Complaint filed, wherein Plaintiffs, needing equitable relief, pray: That Defendant, American Re-Insurance Company be enjoined from selling and appropriating any of the securities mentioned and described in this Bill of Complaint as belonging to Mossisdale Coal Company, Mossisdale Supply Co., and Mossisdale Coal Mining Company.
Feb. 7	1		That American Re-Insurance Company, defendant, be enjoined from making any payment to H. J. Rothensies, Collector of Internal Revenue of the First District of Pennsylvania, out of any monies and securities in its hands belonging to plaintiffs on account of any liability claimed to exist under the bond of December 1, 1921, as in the Bill of Complaint alleged.
	American Re-Insurance Company		
	Pro	2.50	
	Sff	5.30	
	Prs	.50	
Copy record for Court Dist	Prs Pd. 3/1/39 By Deft	5.00	That American Re-Insurance Company be directed and required to join with plaintiffs in defense of any action now or hereafter to be instituted by any person or authority whatsoever on account of the bond of December 1, 1921, as in the Bill of Complaint alleged.
			That American Re-Insurance Company be enjoined from committing any act which will interfere with or prevent the making of defense by Mossisdale Coal Company, plaintiffs, against any action by any person or authority on account of the bond of Dec. 1, 1921.
			Such other and further equitable relief as the case on final hearing shall warrant.
			That a preliminary injunction be granted restraining American Re-Insurance Company from committing any of the acts sought to be enjoined by the foregoing prayers for relief, which preliminary injunction shall continue in effect until final hearing unless dissolved by the Court after hearing at the end of five days or sooner, or such other time as the Court may fix.
			James F. Newling, William T. Davies Harry Boulton, Harold J. Boulton, Attys for Plaintiffs
			Feb. 7, 1939, Injunction Affidavits of Harry Boulton, Edward N. Kigton and Robert N. Kigton, filed.
			Feb. 7, 1939, Decree for Preliminary Injunction, filed.
			Now, Feb. 7, 1939, the Bill in Equity filed in this case and accompanying injunction affidavits read and considered, and it appearing there is threat and danger that immediate and irreparable loss and damage will result to plaintiff before the matter can be heard on notice, it is adjudged and decreed:
			Decree:- That the defendant, its officers, agents and employees,

be enjoined preliminarily now from selling and appropriating any of the securities mentioned and described in the Bill of Complaint filed in this case as belonging to Morrisdale Coal Mining Company, Morrisdale Supply Company and Morrisdale Coal Company;

That American Re-Insurance Company, defendant, its officers, agents and employees be enjoined from making any payment to W.J. Rothensies, Collector of Internal Revenue of the First District of Pennsylvania, out of any monies and securities in its hands belonging to the plaintiffs, or any of them, on account of any liability claimed to exist under the bond of December 1, 1921, alleged, described and set forth in the Bill of Complaint filed in the above case, which securities and monies are described as follows:

$14,000 Lehigh Valley Railroad Company bond

155 shares of Atchison, Topeka & Santa Fe Railroad Company Certificates in name of F. H. Wigton

$68,103.59 in cash

This injunction shall be taken to be dissolved if a motion to continue is not argued before your Court on or before Feb. 11, 1939.

By the Court, W. Wallace Smith, P.J.

Feb. 7, 1939, Injunction Bond in the sum of $1,000.00 with Aetna Casualty and Surety Co., as Surety, filed.

Feb. 7, 1939, Bond approved by the Court. W. Wallace Smith, P.J.

Feb. 7, 1939, Three Copies of Bill of Complaint and Decree certified to Sheriff.

Now Feb 10. 1939 Served the within "Bill in Equity" on the American Re-Insurance Company, by sending by registered Mail, postage prepaid, true and attested copies of the original Bill in Equity together with Decree for Preliminary Injunction. Also service having been made on the Insurance Commissioner of the Commonwealth of Pennsylvania by his accepting service as follows: "I hereby certify that service of the within Bill in Equity and Decree was made upon me as attorney for the American Re-Insurance Company of New York in the manner prescribed by Sec. 210 of the Act of May 17. 1921. P.L. 739 as re-enacted by Sec. 2 of the Act of April 27. 1927. P.L. 470 at the Insurance Department, Harrisburg, Pa. on the 8th day of Feb. 1939 at 10:15 A.M. Matthew H. Taggert, Insurance Commissioner of the Commonwealth of Pennsylvania," Registry Mail Return Receipt of such service hereto attached and made part of this return. So answers. John J. Sharkey, Sheriff

Now, Feb 11. 1939 upon Motion of Harold J. Boulton, Esq. and for the convenience of the Court, hearing upon Motion to continue the temporary injunction granted in this case is fixed for Feb. 15. 1919 at 10:00 o'clock A.M.

By the Court, W. Wallace Smith P.J.

Now Feb 15. 1939 upon Motion of Harold J. Boulton, Esq. and for the convenience of the Court, hearing upon motion to continue the temporary injunction granted in this case is fixed for Feb 21. 1939 at 10.00 A.M.

By the Court W. Wallace Smith P.J.

Feb 16. 1939 Notice to Reffs Morrisdale Coal Co, P.H. Wigton Receiver of Morrisdale Supply Co, Morrisdale Land Co. and Morrisdale Coal Mining Co. that the defendant, American Re-Insurance Company, will on the 16th day of Feb. 1939, at 2 o'clock P.M. file in the Court of Common Pleas of Clearfield County, Pa. to the above number and term, a petition duly verified by affidavit, with Bond, for the removal of said suit from the State Court to the District Court of the United States for the Western District of Pennsylvania filed with service accepted Feb 16. 1939 of above Notice on Feb 16. 1939 by Harry Boulton and Harold J. Boulton Attys for Reffs

Feb. 16. 1939 Petition of American Re-Insurance Company filed by Arnold & Chaplin, Attys. order:- American Re-Insurance Company, a corporation, the defendant herein having within the time provided by law filed its petition for removal of this cause into

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Continued from Page 377

the District Court of the United States for the Western District of Pennsylva
and having at the same time offered its bond in the sum of Three
Hundred 300.00 Dollars with a good and sufficient surety, pursuant to
the Statute and conditioned according to law,
Nov. Feb. 16, 1939. It is, therefore, ordered that the said
petition and bond be accepted and approved and that this cause be
removed to the District Court of the United States for the Western Distri
of Pennsylvania, pursuant to the Statutes of the United States, and it is
further ordered that this Court proceed no further in the suit.
By the Court. N. Wallace Smith P.J.
Feb. 16. 1939. Bond in sum of $300 with National Surety
Corporation a New York Corp. filed and approved By the Court.

Cont'd from Page 365 In Re: Elizabeth H. Swoope & Howard B. Hartswick Trust No 3 Dec Term 1935

Dec 13	Natale Ferlazzo - Int on Mtge to 12/1/39		9 62
Dec 21,	Interest to 12/17/39 on $358.08 Cf'd Trust Co Certificate of Deposit		3 58
1940			
Jan 10	Natale Ferlazzo - Int on Mtge to 1/1/40		9 57
Feb 13	" " " " " 2/1/40		9 52
Mar 12,	" " " " " 3/1/40		9 47
Mar 15,	$800. U.S. Treas 2¾% Bonds Cpns 3/15/40	10.98	
	Less amortization payment	.58	10 40
Apr 11,	Natale Ferlazzo - Int on Mtge to 4/1/40		9 42
May 10,	" " " " " 5/1/40		9 37
June 13,	" " " " " 6/1/40		9 32
26,	Int to 6/17/40 on Cf'd Trust Co Cert of Deposit		4 00
July 10,	Natale Ferlazzo - Int on Mtge to 7/1/40		9 27
Aug 14	" " " " " 8/1/40		9 22
Sept 12,	" " " " " 9/1/40		9 17
13,	$800. U.S. Treas 2¾% Bonds Cpns 9/15/40	11.02	
	Less amortization payment	.58	10 44
Oct 11,	Natale Ferlazzo Int on Mtge 10/1/40		9 12
Nov 12	" " " " " 11/1/40		9 07
Dec 13	" " " " " 12/1/40		9 02
Dec 20,	Int to 12/17/40 on Cf'd Trust Co Certificate of Deposit		5 00
1941			
Jan 13	Natale Ferlazzo - Int on Mtge to 1/1/41		8 97
Feb 18	" " " " " 2/1/41		8 91
Mar 15,	$800. U.S. Treas 2¾% Bonds Cpns 3/15/41	10.98	
	Less amortization payment	.58	10 40
17,	Natale Ferlazzo - Int on Mtge to 3/1/41		8 86
Apr 7,	Penna Power & Light Co - payment in full of amount held from Oct 1, 1935 int on 1st Mtge Gold Bonds 4½% due 1981 on acct of 1 mill Penna Corporate Loans Tax		1 00
17,	Natale Ferlazzo - Int on Mtge to 4/1/41		8 81
May 13	" " " " " 5/1/41		8 76
June 11	" " " " " 6/1/41		7 83
19,	Int to 6/17/41 on Cf'd Trust Co. Cert. of Deposit		5 00
July 16,	Natale Ferlazzo - Int on Mtge to 7/1/41		7 79
Aug 12	" " " " " 8/1/41		7 64
Sept 12	" " " " " 9/1/41		7 70
15,	$800. U.S. Treas 2¾% Bonds Cpns 9/15/41	11.02	
	Less amortization payment	.58	10 44
Oct 14,	Natale Ferlazzo Int on Mtge to 10/1/41		7 65
Nov 10	" " " " " 11/1/41		7 60
Dec 11	" " " " " 12/1/41		7 56
22,	Int to 12/18/41 on Cf'd Trust Co. Cert. of Deposit		6 50
1942			
Jan 12	Natale Ferlazzo - Int on Mtge to 1/1/42		7 50
Feb 10	" " " " " 2/1/42		7 45
Mar 13,	" " " " " 3/1/42		7 40
16,	$800. U.S. Treas 2¾% Bonds Cpns 3/15/42	10.98	
	Less amortization payment	.58	10 40
Apr 13,	Natale Ferlazzo - Int on Mtge to 4/1/42		7 35
May 14	" " " " " 5/1/42		7 30
June 10,	" " " " " 6/1/42		7 26
23	$700. Cert of Deposit - Cf'd Trust Co. Int to 6/19/42		7 00
July 16,	Natale Ferlazzo - Int on Mtge to 7/1/42		7 20
Aug 17,	" " " " " 8/1/42		7 15
Sept 12	" " " " " 9/1/42		7 10
16,	$800. U.S. Treas 2¾% Bonds Cpns 9/15/42	11.02	
	Less amortization payment	.58	10 44
22,	Accrued Int. from 9/14/42 to 9/17/42 on $800. U.S. Treas 2¾% Bonds sold		18
Oct 14,	Natale Ferlazzo - Int on Mtge to 10/1/42		7 05
Nov 16	" " " " " 11/1/42		7 00
Dec 17	" " " " " 12/1/42		6 95
Dec 23,	Int to 12/22/42 on Cert. of Deposit Cf'd Trust Co.		8 00
1943			
Jan 8	First Federal Savings & Loan Assn. Div. 1/1/43		6 75
13,	Natale Ferlazzo - Int on Mtge to 1/1/43		6 89
Feb 15,	" " " " " 2/1/43		6 85
Mar 20,	" " " " " 3/1/43		6 79
Apr 16	" " " " " 4/1/43		6 74
May 11,	" " " " " 5/1/43		6 68
June 11,	" " " " " 6/1/43		6 64
July 8,	First Federal Savings & Loan Assn Dividend 1/1/43 to 7/1/43 on 9 shares Dividend	13.50	
	2/1/43 to 7/1/43 on 8 shares	10.00	23 50

July 16	Natale Ferlazzo - Int on Mtge to 7/1/43		6 59
Aug 14,	" " " " " 8/1/43		6 53
Oct 7,	" " " " " 9/1/43		6 48
7,	" " " " " 10/1/43		6 43
Nov 18	" " " " " 11/1/43		6 37
Dec 17,	" " " " " 12/1/43		6 32
1944			
Jan 7	First Federal Savings & Loan Assn. Div. 1/1/44		25 50
"	Natale Ferlazzo - Int on Mtge to 1/1/44		6 26
Feb 23	" " " " " 2/1/44		6 21
Mar 15	" " " " " 3/1/44		6 16
Apr 17,	" " " " " 4/1/44		6 10
May 11	" " " " " 5/1/44		6 05
June 20,	" " " " " 6/1/44		5 99
July 3,	First Fed. Savings & Loan Assn. Div. 7/1/44		21 25
11	Natale Ferlazzo - Int on Mtge to 7/1/44		5 94
Aug 21	" " " " " 8/1/44		5 89
Sept 13,	" " " " " 9/1/44		5 83
Oct 19	" " " " " 10/1/44		5 77
Nov 14	" " " " " 11/1/44		5 71
Dec 6,	" " " " " 12/1/44		5 66
1945			
Jan 3	First Fed. Savings & Loan Assn. Div 1/1/45		21 25
16	Natale Ferlazzo - Int on Mtge to 1/1/45		5 60
16,	⅓ mo. Int. on Natale Ferlazzo et ux Mtge sold		2 05
			1,210 39

The Accountant Credits Itself:

1936			
Aug 13	Income cash overdraft as shown by First and Final account of J. L. Foster, Receiver of the Co. Nat'l Bank of Clearfield, former Trustee		
	Income Cash overdrawn 102.66		
	Income Cash received 30.87		71 79
Aug 13,	Elizabeth H. Swoope Income from Trust		50 00
Nov 5,	" " Net Income to date		72 53
6,	The Co. Nat'l Bank at Clearfield - Commission on Income to date		10 23
1937			
Feb 15	Reserve account for Taxes - P.P. Tax for 1937 State Tax 10.72 County Tax 10.18		20 90
May 3,	Elizabeth H. Swoope - Net income to date		47 40
3,	The Co. Nat'l Bank at Cf'd. Commission on Income to date		3 89
Nov 1,	Elizabeth H. Swoope Net Income to date		72 50
1,	The Co. Nat'l Bank at Cf'd. Commission on Income to date		3 83
1938			
Feb 15,	Reserve account for Taxes - P.P. tax for 1938 - State 10.26; County 9.75		20 01
May 2,	The Co. Nat'l Bank at Cf'd. Comm to 5/2/38		3 73
2,	Elizabeth H. Swoope, net Income to 5/2/38		50 96
Nov 1,	" " " 10/31/38		59 74
1,	The Co. Nat'l Bank at Cf'd. Comm to 10/31/38		3 14
1939			
Feb 14,	Reserve account for Taxes - 1939 P.P. Tax - State 9.74 County 9.25		18 99
May 1,	Co. Nat'l Bank at Cf'd Comm to date		4 05
1,	Elizabeth H. Swoope - net income to date		58 03
Oct 31,	The Co. Nat'l Bank at Cf'd Comm to date		3 66
31,	Elizabeth H. Swoope - Net income to date		69 50
1940			
Feb 14,	Reserve account for taxes 1940 P.P. Tax State 9.18 County 8.72		17 90
May 1,	The Co. Nat'l Bank at Cf'd Comm to 5/1/40		3 08
1,	Elizabeth H. Swoope Net Income to 5/1/40		40 60
Nov 1,	The Co. Nat'l Bank at Cf'd. Comm to 11/1/40		3 50
Nov 1,	Elizabeth H. Swoope net income to 11/1/40		66 41
1941			
Feb 15,	Reserve account for taxes 1941 P.P. Tax State 8.61 County 8.18		16 79
Mar 18,	L.N. Pongeux - affidavit on 1940 Income Tax return		50
May 1,	The Co. Nat'l Bank at Cf'd - Comm to 5/1/41		3 50

Continued to next page 379

Cont'd from Page 378 In Re: Elizabeth H. Swoope and Howard B. Hartswick Trust No 3 Dec Term 1935

May 1, Elizabeth H. Swoope - Net income to 5/1/41	49	25
Nov 3, The Co. Natl Bank at Clf'd, Comm. to 11/1/41	3	14
" 3, Elizabeth Swoope - Net income to 11/1/41	59	67
1942		
Feb 16, Reserve account for taxes - 1942 P.P. taxes		
State 8.00 County 7.59	15	59
Mar 21, Frank Urey Notary fee 1941 Income tax ret.		25
May 1, The Co. Natl Bank at Clf'd Comm to 5/1/42	3	09
" 1, Elizabeth H. Swoope - net income to 5/1/42	42	83
Oct 31, The Co. Natl Bank at Clf'd Comm to 10/31/42	3	03
" 31, Elizabeth H. Swoope - net income to 10/31/42	57	63
1943		
Jan 30, Reserve account for taxes P.P. tax for 1943		
State 7.36 County 7.00	14	36
May 1, The Co. Natl Bank at Clf'd. Comm to 4/30/43	2	80
" 1, Elizabeth H. Swoope - net income to 4/30/43	38	81
Nov 1, " " " 11/1/43	59	71
" 1, The Co. Natl Bank at Clf'd - Comm to 11/1/43	3	14
1944		
Feb 18 Reserve account for taxes - 1944 P.P. tax	6	35
May 2, The Co. Natl Bank at Clf'd Comm to 5/1/44	2	15
" 2, Elizabeth H. Swoope, net income to 5/1/44	53	42
Nov 1, The Co. Natl Bank at Clf'd Comm to 11/1/44	2	54
" 1, Elizabeth H. Swoope - net income to 11/1/44	48	35
" 1, The Co. Natl Bank at Clearfield, Commission from 11/1/44 to date	2	31
Total Income Credits	1,266	60
To Balance for Distribution	43	79
	1,310	39

Summary:

Principal Account Debits	3,729.78		
Principal Account Credits	400.59	3,329	19
Income Account Debits	1,310.39		
Income Account Credits	1,266.60	43	79
		3,372	98

Assets in Hands of Trustee Making up Principal Account Balance of 3,329.19

Cash 3,329 19

Assets in Hands of Trustee Making up Income account Balance of 43.79

Cash: 43 79

3,372 98

Schedule of Distribution

Balance of Principal Account for Distribution 3,329.19

Balance of Income Account for Distribution 43.79

3,372 98

Distributions

T. Huston Hartswick

½ Share Principal Account Balance 1,664.60

½ Share Income Account Balance 21.89

1,686.49

F. Gregory Hartswick

½ Share Principal Account Balance 1,664.59

½ Share Income Account Balance 21.90

1,686.49

3,372 98

E M Henry, Trust Officer.

Now May 15. 1945, notice having been given to all parties in interest the Account is confirmed absolutely. No exceptions having been filed.

F Cortez Bell, President Judge.

July 3. 1945. Motion of D. Edward Chaplin, Atty for Trustee, for appointment of an Auditor filed Now July 3. 1945. Robert V Maine, Esquire, is appointed Auditor to make distribution and recommend a form of Decree. By the Court F. Cortez Bell P.J.

August 6, 1945, Petition of E. M. Henry, Trust Officer of the County National Bank at Clearfield, Pa., filed, praying that the Court direct Robert V. Maine, auditor, to send a copy of the auditor's notice of the time and place of hearing to the Dauphin Deposit Trust Co. and the State of New York, Dept of Mental Hygiene, by registered mail.

Order: Now, August 6, 1945, the within petition considered, on motion of D. Edward Chaplin, Attorney for the petitioner, Robert V. Maine, auditor, is directed to send a copy of the auditor's notice of the time and place of the hearing to the Dauphin Deposit Trust Company and the State of New York, Department of Mental Hygiene, by Registered Mail, Return Receipt Requested. Said notice to be given at least 10 days before the time fixed for said hearing. By the Court, F. Cortez Bell, P.J.

January 24, 1946, by paper filed, Joseph A Dagen, attorney, enters his appearance for Herman Marcus, Committee for Frederick Gregory Hartswick, in the above set forth manner. Feb 4, 1946 Appendix to Auditors Report filed Now February 4, 1946, Auditor's Report, Findings of Fact, Conclusions of Law and Schedule of Distribution files.

- Schedule of Distribution -

Balance for distribution as shown by First & Final Account of Trustee $ 3,372.98

Reserved by Trustee for Court expense 15.00

Balance for Distribution by Auditor. $ 3,387.98

Awards as to Costs & Expenses of Audit:

Nancy O. McFadden, Asso. filing fee: Appt. of Auditor & Order as to Service $ 1.00

Auditor's Report, Etc. 8.00

Trustee's Petition for Discharge 2.50

Clearfield Progress, Auditor's Notice 11.70

D. Edward Chaplin, Esq, Atty for Accountant:

Preparing & presenting petition as to service, Attending Auditor's hearing, preparing & presenting accountant's petition for discharge 50.00

Attending hearing re: exceptions filed on behalf of Herman Marcus Committee for Frederick Gregory Hartswick, assessed against distributive share of Expectant - $25.00 (Total awarded $75.00)

Robert V. Maine, Auditor's fee 175.00

Holding hearing re: Exceptions filed on behalf of Herman Marcus, Committee for Frederick Gregory Hartswick, assessed against distributive share of expectant - $25.00 (Total awarded $300.00)

M. B. Snyder, stenographic services 15.00

Transcribing record of hearing and typing supplemental Auditor's report, Re: exceptions filed on behalf of Herman Marcus, Committee for Frederick Gregory Hartswick, assessed against distributive share, expectant - $5.00 (Total awarded $30.00)

Continued on Page 385

Continued from Page 381.

Jan 4. 1937.	James Brodbeck, probated account labor Claims due prior to appointment of Receiver	275.00
	Louise Deegan, probated account labor	44.02
June 16.	J. Willard Chase, probated account	50.00
July 17. —	Clarence Kramer, Atty for Alling & Corey Company in full of claim at the time of Receivership	101.30
July 17—	Kurt Publishing Company, settlement in full of claim at the time of Receivership	9.00
July 20	Kurtz Brothers, settlement in full of Claim at the time of Receivership	11.89
July 23.	Myer Bath Company, settlement in full of claim at the time of Receivership	9.11
Oct 25.	Curwensville State Bank, interest	6.00
June 7. 1938.	Dick Reed, running expenses	40.00
June 30. 1938.	Dick Reed, running expenses	50.00
Jan 7. 1939.	Dick Reed, running expenses	75.00
Jan 18. 1939.	Dick Reed, running expenses	30.00
Feb 25. 1939.	Curwensville State Bank, discount	6.00
Mar 23. 1939.	Dick Reed, running expenses	30.00
June 26. 1939.	Curwensville State Bank, discount	6.00
Sept. 6.	Dick Reed, running expenses	32.00
Oct 27.	Curwensville State Bank, discount	6.00
Jan 3. 1940.	Dick Reed, running expenses	40.00
Feb 23. 1940.	Curwensville State Bank, Int on Loan	6.00
	Dick Reed, current account up to March 26. 1940, labor and management of plant	909.00
	Jane Chase, current account to March 26. 1940	61.75
	Curwensville State Bank, loan of	300.00
	Total Credits	6167.98

Recapitulation

Total Receipts	6155.95
Total Credits	6167.98
Credits exceeding debits	$ 12.03

A. R. Chase, P. J.

August 4, 1941, Action to confirm Ledger of Receipts and Disbursements and Confirmed Absolutely in 14 days unless exceptions are filed. By the Court, H. Wallace Smith, P. J.

Now, Aug. 9, 1941, No Exceptions filed, account is confirmed absolute.

J. Harold McFadden, Prothonotary

August 13, 1941, Petition for Discharge of Receiver and Order of Court filed.

Now, August 11, 1941, upon the consideration of the annexed petition, A. R. Chase, Receiver of the Craftsman's Journal Company, Inc., is discharged as Receiver and the surety is released from future liability on the bond given by the Receiver as such.

By the Court, H. Wallace Smith, P. J.

Feb. 20. 1942. Certified Copy of Certificate of Dissolution from Secretary of the Commonwealth of Pennsylvania filed & recorded there in Misc. Book, Vol. 267, Page 213.

Contd from Page 98 - Ella J. Mountz vs Raftsman's Journal Co - No. 1 Feb. T. 1934

Now, March 14, 1940, A. R. Chase, Receivet of the Raftsman's Journal Company, is heseby authosized and disected to make public sale of the assets of the Raftsman's Journal Company as stayed fot. The Receivet being alseady undet bond, no fusthet bond is sequised. By the Cousts, W. Wallace Smith, P.J.

April 22. 1940 Return of Sale filed. That in accordance with said Order of Court your petitioner did on March 26. 1940. offer for sale and sell at public sale the phpical assets, accounts and persnal propsty of Raftsman's Journal Coup

That at said sale the property having been offered was sold to the highest bidder, being Walter M. Swoope and Richard Reed, as follows: Machinery $1,000.00 Stock $25.00; books of account, furniture and other miscellaneous personal property $100.00 or a total of $1,125.00; that hereto attached is copy of affidavit of publication of notice of sale together with copy of handbill. A. R. Chase.

Now. April 22. 1940 The Return of Sale being in proper form and considered, said sale is confirmed Ni si absolutely unless exceptions are filed within ten days. By the Court. W. Wallace Smith P.J.

May 3. 1940 No exceptions filed. return of sale is confirmed absolute.

J Harold McFadden, Prothy.

June 26. 1941. First and Final Account of A. R. Chase, Receiver filed and notice of filing published in Raftsman Journal and Curwensville Herald, to be presented to the Court for ~~Ni si~~ absolute confirmation on Monday August 4. 1941.

Now. June 26. 1941. with the account presented to the Court, it is ordered and directed that the same be confirmed Ni si and that the same be filed in the office of the Prothonotary and notice be published of the filing of the same as provided by law and Rule of Court, and unless exceptions are taken thereto the same to be confirmed absolutely on the First Monday of August. 1941. By the Court W. Wallace Smith P.J.

First and Final Account

Dr.

The Accountant charges himself as follows:

Received from Mary Love and R. M. Reed, acting Secretary and Treasurer Raftsman's Journal Company from August 25. 1935 to and including February 24. 1939	$727.35
Oct 25. 1937. Loan from Curwensville State Bank	300.00
Mar. 26. 1940. Cash in Curwensville State Bank	3.60
Mar. 26. 1940. Received from Receivers Sale	1125.00
Total Receipts	6155.95

Cr.

The Accountant asks credit as follows:

Machine rental from July 25. 1935 to March 26. 1940	630.00	
At $11.25 per month		630.00
Receiver County National Bank, rentals commencing for month of August. 1935 to Jan. 1. 1939 at the rate of 50.00 per month		750.00
April 2. 1936. Mary Love, Manager Raftsman Journal current running expenses		200.00
Nov. 20. 1936. Receiver Clearfield National Bank, Tom Parker Junkin note Raftsman's Journal for Services		70.35
Dec 19. 1936 Roy Hausard, old account labor Claim probated due time of appointment of Receiver		70.00
Curwensville State Bank, Service Charges on accounts		4.56
Jan 4. 1937. Henry Liveright, advances paid on labor Claims due prior to Receivership		70.00
Jan 4. — Henry Liveright, advances paid on labor Claims due prior to Receivership		225.00

May Term 1939

Pentz + Pentz withdrawn	Elizabeth Conrad Frederick A. Kohler		March 17 1939 Bill of Complaint filed. 2 Copies Cert & at Wherein, Your Orators pray. 1 The Assignment dated Oct 10 1935, assigning the interests of the plaintiffs in the Frederick Kohler Estate to the defendant be set aside and cancelled. 2. That an order be made compelling the defendant to pay to each plaintiff his and her one-sixth share of the sum of Twenty-three Hundred Dollars ($2300.00), or Three Hundred Eighty three and 33/100 Dollars ($383.33) a piece. 3. That the defendant be ordered and directed to pay the costs of this proceeding. 4. Such other relief as the facts and law warrant, for the purpose of compelling the defendant to deal justly and fairly with the plaintiffs in the settlement of the Estate of Frederick Kohler.
March 17	2		Pentz + Pentz. Attys for Peffs. Now March 28. 1939 Service accepted by Copy Chase + Swoope. Attys for W. M. Kohler.
Chase + Swoope	W. M. Kohler		Mar. 31, 1939 By paper filed Chase + Swoope, Attys enter their appearance for W. M. Kohler Deft. April 12, 1939 Defts Answer to Plffs. Bill Filed. April 17. 1939. Service accepted. Pentz + Pentz attys for Peff. On June Argt List
	Pro	2.50	
	Pro	.50	
	Pro.	.50	
	Pro	1.50	
	"	.50	
Resp't Int Bill		14.72	
	Pro	.50	
	Pro	.50	
			Aug 7. 1939 Motion of Pentz + Pentz attys filed Now Aug 7. 1939 it appearing by representation of Counsel for the Peffs. that because of the distance of residence of the parties to the litigation and the various occupations in which they engage, that it is almost impossible to fix a date by agreement, It is hereby ordered, on Motion of Pentz + Pentz, Counsel for Peffs that Friday the 1st day of Sept. 1939 at 10:00 A.M is hereby fixed for hearing in the above case. W. Wallace Smith. P.J Now Aug 2. 1939 Service accepted and Copy delivered. E. G. Booze, Sept. 1. 1939 Order of Court:- Now. Sept 1. 1939 on Motion of E. G. Booze Esq. and Chase + Swoope. Esqrs. the Bill is dismissed at the costs of the plaintiffs, including witness fees as per bill to be filed this day. It is further made a condition of this order However, that if the Peffs shall, prior to the first Monday of Oct. next, appear by Counsel and request the fixing of a time for hearing of the case, and shall comply with such other conditions as may be required by the Court, the case may be re-opened and the dismissal stricken from the record. By the Court. W. Wallace Smith P. J. Sept 5. 1939 Petition to withdraw as Counsel Pentz + Pentz Now. Sept 1. 1939 In accordance with within petition, Pentz + Pentz are permitted to withdraw as Counsel for Plaintiffs in this case. By the Court. W. Wallace Smith P.J

May Term, 1939

Arnold & Chaplin	Ernest C. Green and New Amsterdam Casualty Co., a foreign corporation engaged in the insurance business and duly registered in Pennsylvania	March 23, 1939 Bill in Equity filed, wherein the Plaintiffs, needing equitable relief, pray as follows That Mrs. Harry (Fern) Miles, Dee Miles and LaRue Miles and American Casualty Co., a Penna. corporation with principal office at Reading, Pa. be agreed to interplead together so that it may be ascertained in such manner as this Court shall direct, to whom of them or any of them, all or any part of said judgment, interest and costs, or the money represented thereby shall belong, either in all or in part, and whether any of said sum represented by said judgment be impounded or security be given therefor, and if so to whom and for whom, and that the Court appoint a guardian ad litem for LaRue Miles, a minor, upon whom service of this Bill and process ancillary hereto, may be had.
March 23	3	
Carl A. Belin	Mrs. Harry (Fern) Miles, Dee Miles, and LaRue Miles, a minor, American Casualty Co., an insurance corp. of the State of Penna, with principal office in Reading, Pa	That the plaintiffs be allowed to pay the amount of said judgment, interest and costs into Court, and that upon so doing that the Prothonotary of the Court of Common Pleas of Clearfield County be directed to mark said judgment satisfied of record. That Mrs. Harry Miles, Dee Miles and LaRue Miles and the American Casualty Company be enjoined from issuing any execution, writ of attachment, execution against Ernest C. Green and New Amsterdam Casualty Company or either of them upon said judgment so entered as aforesaid to No. 132 December Term 1938; and be further enjoined from bringing any action at law or in equity against the said Ernest C. Green and the New Amsterdam Casualty Co., or either of them, in respect to any matter, thing or claim, concerning the liability of Ernest C. Green and the New Amsterdam Casualty Company or either of them, for damages or money accruing to any of the defendants herein by reason of the injury and death of Harry Miles caused or occasioned by Ernest C. Green, or by the payment either by the said Ernest C. Green or by the New Amsterdam Casualty Co. of the judgment so recovered by Mrs. Harry (Fern) Miles against Ernest C. Green, or by reason of any claim made by the American Casualty Company against the New Amsterdam Casualty Company or Ernest C. Green in relation to the death of Harry Miles or the damages therefor. That the plaintiffs have such other and further relief as the Court may deem proper under the circumstances of the case and as the same may develop in the disposition of the issues raised hereunder or the proceedings thereafter had in connection with the interpleading of the defendants. That the plaintiffs be awarded the costs of this proceeding. Arnold & Chaplin, Attys. for Plaintiffs
	Pro. By Attys 2.50 Cro .50 Cro 1.00 Cro 1.00 5.00	
st. Ref atty 6/20/39		
March 23, 1939,		George R. Gaylor is appointed Guardian ad Litem

in connection with these proceedings, for LaRue Miles, a minor, upon which Guardian ad Litem service of this Bill and all proceedings subsequent may be had.
By the Court, H. Wallace Smith, P.J.

March 23, 1939 Service accepted for defendants, Mrs. Harry (Fern) Miles, Dee Miles and LaRue Miles, and George H. Gaylor, Guardian ad Litem.
Carl A. Belin, Attorney

April 5. 1939. Objections Raising questions of Law to the Bill in Equity for Interpleader filed, with Service accepted by copy April 5. 1939
Arnold and Chaplin Attys for New Amsterdam Casualty Co. and Ernest C. Green.

On June

And Now March 22. 1939, the American Casualty Company, a Pennsylvania Corporation, accepts service by copy of the Bill in Equity and proceedings in Equity filed to the above number and term, with the same force and effect as though three copies of said Bill in Equity were duly served on them as provided by law.
Leslie N. Erickson. Asst. Vice President.

June 20. 1939 By agreement filed to No. 132 Dec Term 1938 this case is discontinued by Arnold + Chaplin. Attys for Pefts.

June 20. 1939 Above case is discontinued of record W. R. Gallagher Pro.

Continued from Page 379 - No. 3, Dec. T. 1945 - Inst.

Elizabeth D. Swoope + Howard B. Hartswick Trust

Costs and expenses of Audit assessed against the general funds of the trust. $ 363.20

Balance for distribution $3,124.78

Awarded as follows:

To Thomas Huston Hartswick, for his distributive share $1,562.39

To Herman Mercus Committee for Frederick Gregory Hartswick, distributive share of Frederick Gregory Hartswick 1,507.39

Costs and expenses of audit, specially imposed against shares of Frederick Gregory Hartswick, shares above - 55.00 $1,662.39

Total $3124.78
Balance 00.00

Signed Robert V. Marine (Auditor)

Order of Court

Now the 18th day of February, 1946, the Auditor's Report of Robert V. Marine, (Auditor appointed by Court Order dated June 21, 1945), having been presented, it appearing to the Court that due notice of such presentation has been given by the Auditor, pursuant to Section 8 of Rule 13 of the Rules of this Court, to the attorneys for the parties who appeared before him, and upon consideration of the said Auditor's Report it is hereby Ordered As Follows:

1. The said Auditor's Report is hereby confirmed nisi and such confirmation shall become absolute without further order if no objection thereto is made within ten (10) days from the date hereof.

2. When such confirmation shall become absolute, the said The C. Natl. Bank at Clearfield, as Trustee, of the Elizabeth D. Swoope and Howard B. Hartswick Trust shall make distribution in accordance with the Schedule of Distribution annexed to the said Auditor's Report.
By the Court, T. Cortez Bell, P.J.

Now, March 1. 1946. The Auditor's Report having been confirmed nisi by Order of Court dated February 18. 1946, and no exceptions having been filed within ten (10) days from the date of said Order of Court, said Auditor's Report is confirmed absolutely.
Marie D. McFaddew, Prothonotary

Continued from 357 Mrs Stella G. Friday vs Daniel F. Sherry No 2 Dec T. 1938

7

	May 15. 1939 Daniel F. Sherry, Co-owner of the property involved submit bid
on the sum of	2,050.00.
	May 15. 1939 and property awarded to highest bidder Daniel F. Sherry
	May 18. 1939 Masters Return of Sale filed
	The Report of the Master was filed on the 3rd day of April, 1939. parties
	hereto having waived further time of notice of filing of the same.
	Upon Motion of the Master, your Honorable Court
	on the 17th day of April, 1939. granted rule on the said parties hereto to
	submit bids in writing to the Court for the purchase of the said lands
	on the 15th day of May, 1939. at 10:00 o'clock A.M.
	On said date, to wit; May 15, 1939. the parties hereto filed
	bids; and the bid of Daniel F. Sherry, in the sum of Two Thousand and
	Fifty ($2,050.00) Dollars, being the highest bid, the said land described in
	the petition was sold to the said Daniel F. Sherry.
	The Master therefor respectfully prays that your
	Honorable Court confirm said sale to the said Daniel F. Sherry for the
	sum of Two Thousand and Fifty ($2,050.00) Dollars, and upon final
	confirmation hereof and payment of the price or sum bid, that the
	Master be directed to make, execute and deliver proper deed for the
	said premises in accordance with the terms of said sale.
	That the costs and expenses incurred for said
	Sale are as follows:
	Record costs of Equity proceedings 16.40
	Fred Thompson, Jr., Stenographer 5.00
	$21.40
	And he will ever pray etc.
	John A. Cherry.
	Master in Partitions.
	Order:- Now the 18th day of May, 1939. within Report is confirmed Nisi
	and if no exceptions are filed thereto within four days the same to
	shall be confirmed absolute and so entered by the Prothonotary of the
	Court of Common Pleas of Clearfield County and further decree directing
	the making, executing and delivery of Deed and disposition of the
	funds derived therefrom shall be made on application of the Master
	By the Court, W. Wallace Smith P.J.
	May 24. 1939 No Exceptions filed to within Return of Sale, same is
confirmed absolute.	W. R. Gallagher. Pro.
	May 18. 1939 Petition of John A. Cherry. Master, and Order filed
	Now. May 18. 1939. It is thereupon Ordered, adjudged and decreed that
	the said John A. Cherry. Master, shall be allocated a fee of One Hundred
	Fifty ($150.00) Dollars to be paid out of the proceeds of the said
	before distribution of the same. By the Court. W. Wallace Smith P.J.
	May 23. 1939 Pet for Counsel fees and Order by J. Mitchell Chase & Glenn Thomson
	Nod. May 22. 1939 It is hereby Ordered and Decreed that $125.00 be paid to
Mrs. Stella G. Friday,	Plaintiff in the above entitled action, as
Attorney's fees for	J. Mitchell Chase and Glenn E. Thomson. Esqs
	By the Court. W. Wallace Smith P.J.
	May 23. 1939 Notice accepted by Chase & Swoope. Attys for D.F. Sherry.
	May 24. 1939 Petition of John A. Cherry. atty filed with Order.
	Now. May 25. 1939. Sale of the property, the subject of the foregoing stated
	proceedings in Equity, having been confirmed absolutely as of the 23rd day of May,
	1939. on petition of John A. Cherry, Master, it is further Ordered, adjudged and Decreed;
	That the said John A. Cherry, Master, make and execute good and sufficient
	deed for the premises described in the original Bill in Equity and deliver the
	same to the said Daniel F. Sherry, purchaser, upon payment of the purchase

Next Page

price for the share to which he, the said Daniel F. Sherry, is entitled.

Further, that the said Master file bond, with Surety to be approved by the Court, in the amount of Twenty-Five Hundred ($2,500.00) Dollars, conditioned upon the application of the purchase price in accordance with the laws of the Commonwealth of Pennsylvania and the direction of this Court, and further that the said Master proceed to distribute the said funds, first to the payment of Costs of this proceeding, Counsel fee for petitioner, Master's fee, taxes due and owing upon said property and the balance thereof to and among those entitled thereto, and to make return of said distribution to the Court on or before the first Monday of July, 1934. By the Court, W. Wallace Smith, Pres. Judge.

May 24 1939 Bond in sum of $2.500.00 with Glens Falls Indemnity Company of Glens Falls N. Y. with principal Office in Pittsburgh as Surety and approved By the Court W. Wallace Smith. P.J.

July 3. 1939 Distribution and Final Report filed

In pursuance of order of your Honorable Court in the above matter made on the 25th day of May, 1939. the undersigned made distribution of the proceeds derived from the sale of the premises, the subject of the proceedings in Equity for partition, on the 8th day of June. 1939.

Fees awarded Master and Counsel for Petitioner, as well as the costs of the proceedings allowed heretofore, were awarded and allowed, together with the other necessary expenses, as will be set forth hereinafter.

The purchaser, Daniel F. Sherry, being one of the parties entitled to share in the proceeds of the sale, was not required to pay to the master the full amount of the price bid by him, the share to which he was entitled being deducted therefrom. The amount bid being $2050.00 there was deducted therefrom the costs and expenses of the proceedings, to wit, $320.90, leaving a balance of $1729.10 to be paid to the parties hereto. The share of each, therefore is $864.55, less taxes owed by each. The amount of taxes owed by Mrs. Stella G. Friday, Defts being $89.34, she is entitled to the sum of $775.21 out of the proceeds of the sale.

The Defendant, and purchaser, Daniel F. Sherry, was therefore required to pay to the Master for the purchase of the premises the sum of $1185.45, being the following items:

To costs Prothonotary	18.40		Now, July 3. 1939, within Dis-
To Bond of Master	22.50		tribution and Report filed
To Attorneys for Petitioner	125.00		and confirmed nisi. and
To Masters Fee	150.00		unless exceptions filed thereto
To Fred Thompson, Stenographer	5.00		within 10 days from the date
To Mrs. Stella G. Friday	775.21		hereof, it is confirmed absolute
To County Commissioners taxes owed			and the Prothonotary directed to
by Mrs Stella G. Friday	89.34		issue order discharging the
		$ 1185.45	Master and surety on bond.
			By the Court W. Wallace Smith P.J.
			July 3. 1939. Service accepted by
Distribution			copy. Chase & Swoope. Attys for
To amount of cash paid as proceeds of Sale		1185.45	Daniel F. Sherry.
To costs paid W. R. Gallagher. Prothonotary	18.40		J. Mitchell Chase. Atty for
To Bond of Master, Swift-Kennedy Co	22.50		Stella F. Friday.
To attys for Petitioner Glenn & Thompson			Now. July 14. 1939. No exceptions being
and J. Mitchell Chase	125.00		filed within Final Report is
To Master's Fee. John A. Cherry	150.00		confirmed absolutely.
To Fred Thompson, Stenographer	5.00		W. R. Gallagher. Pro.
To Mrs Stella G. Friday, one-half			
share of proceeds of sale	775.21		
To County Commissioners, taxes due			
by Mrs Stella G. Friday	89.34		
		1185.45	

Fee of the above items have been paid by the Master and Releases obtained from the parties to the proceedings.

Respectfully submitted. John A. Cherry. Master

September Term 1939

Jno. A. Cherry	B. H. Blose	May 8, 1939, Bill in Equity for Injunction filed wherein your Orator complains:
		That the Plaintiff is the owner of a lot
May 8	1	of ground, being lot No. 105 in the plan of lots laid out and known as Rumbarger Addition
		to DuBois City, said lot having a frontage
Arnold & Chaplin	Guy G. Mohney	of 57 feet on North Main Street, and
		extending back of even width eastwardly
		180 feet to Orange Alley, upon which house
	Clerk 2.50	is erected a dwelling house.
	L. W. Smiley 4K/23 1.40	That the defendant is the owner of a
	Pro 50	lot of ground having a frontage on DuBois
	" 50	Street, in DuBois, and has constructed
	" 1.00	upon said strip designated as Orange Alley,
	5.90	a shed and lawn which obstruct said right
		of way.
January 8, 1940,		That said abstructions prevent proper
Rec'd of Plff Atty		use of said strip of land as a right of way
5.90, being costs		and prevents access to said DuBois Street
in full.		from said Orange Alley, contrary to the
J. Harold McFadden		rights of the owners of property abutting
Prothonotary		on said right of way.
		Wherefore, your Orator, needing
		equitable relief, prays:
		That an injunction may issue,
		restraining and enjoining the defendant,
		his agents or employees from obstructing
		said right of way as aforesaid; and
		General relief.
		John A. Cherry, Atty for Plff
		May 8, 1939, One Copy of Bill certified to John A. Cherry, Atty
		Now May 11. 1939 Served within Bill in Equity on Guy G.
		Mohney Respondent by handing to him personally
		a true and attested Copy of same on May 11. 1939,
		at his residence on DuBois Street, DuBois Pa
		and making known unto him the contents thereof
		So ans. L. W. Smiley Constable
		May 24. 1939 By paper filed Arnold & Chaplin attys
		enter their appearance for Guy G. Mohney. Defl
		June 19. 1939 Answer raising preliminary Objections
		to Bill in Equity filed by Arnold & Chaplin atty for Defts
		June 19. 1939 Service hereby accepted by Copy
		John A. Cherry. Atty for Plaintiff
		Dec Ort Argt List 1939 Jan Argt List 1940
		Jan. 8, 1940, by paper filed, this case is
		discontinued of record by direction of
		John A. Cherry, Atty for Plff.
		Discontinued

Cont'd from Page 275- Alice G. Hobson vs Charles Ira Latt -No. 5 Sept T. 1936

obtained at the public sale of the same, and that the sum of $5,000.00 was the best price that was bid for said property, it is Ordered:

That the sale be confirmed, and that the said Frances Fuglet, Receiver of Charles Ira Latt, defendant, be and hereby is authorized to make, execute, acknowledge and deliver good and sufficient assignments of all the right, title and interest of Charles Ira Latt in and to said patents and patent rights to Alice G. Hobson of the Borough of Manhatten, City of New York, State of New York, said patents being as follows; to wit:

Roller Bearing Patents: No. 1,917,452
Roller Bearing Patents: Serial No. 698,895, filed Nov. 20, 1933. Patent granted.
Roller Angle Grinding Patent: No. 1,843,614
Method of Assembling Roller Bearing: No. 1,533,745
Roller Forming Machine: Serial No. 715,209 - applied for jointly by Charles Ira Latt and George Wedel. Application still pending.
Method and Appatatus for Lapping Anti-Friction Bearings: Serial No. 699,081. - filed Nov. 21, 1933, and granted
Conical Roll Grinding Machine: Serial No. 699,082, and granted
Roller Forming Machine: Patent Serial No. 715,209
Roller Forming Machine: Patent Serial No. 715,209, dated day of 19.
Bearing Lapping Machine: Patent Serial No. 699,081, dated day of 19.
Barrell Shape Grinding Machine: Patent Serial No. 699,442, dated day of 19.
Roller Bearing Patent: Patent No. 1,995,571 - dated 26th day of March, 1935.
Roller Angle Grinding Machine: Patent No. 1,843,614 - dated 2nd day of Feb., 1932
Roller Bearing Assembling Machine: Patent No. 1,533,746 - dated 14th day of April, 1925.

at the bidden price of Five Thousand ($5,000.00) Dollars.

By the Court, H. Wallace Smith, P.J.

Dec 2, 1940, Receiver's Report and Account filed.

Your Accountant charges herself with the following receipts, to wit:

Proceeds of sale of patent rights Nov. 6, 1940 — 5,000.00

Your Accountant asks credit for the following disbursements, to wit:

Disbursed to Alice G. Hobson, Nov. 9, 1940	4,231.25	Swift & Kennedy, premium on Recv'r's Bond	40.00
J. N. McFadden, Prothy., costs of record	80.10	L. D. McCall, fee as counsel for Recv'r	500.00
DuBois Courier, publishing notice of Recv'r's Sale	7.70	Frances Fuglet, Recv'rs. fee under Order of Court	200.00
Gray Printing Co., printing Recv'r's notices, 100	5.25	L. D. McCall, expenses as Counsel for Recv'r	82.40
Alex Campbell, posting 20 sale bills in DuBois	2.50	Deficit	149.20
	$5,149.20		$5,149.20

Dec 2, 1940, Receiver's Petition for Fees filed

Now, Dec 2, 1940, the foregoing Petition of Frances Fuglet for fees read and considered, and it appearing to the Court that the sum requested by the Receiver for her fees for the period of time she was acting as Receiver, and taking into consideration the manner in which she performed the duties of her trust, is reasonable, upon motion of L. D. McCall, attorney for the Receiver, it is Ordered: That the sum of $200.00 be awarded to Frances Fuglet for her services as Receiver, and that the same be taxed as a part of the costs. By the Court, H. Wallace Smith, P.J.

Dec. 2, 1940, Petition of L. D. McCall for Fees and Expenses filed

Now, Dec. 2, 1940, the petition of L. D. McCall for fees and expenses as counsel for the Receiver read and considered, and it appearing to the Court that the expenses of L. D. McCall as attorney for the Receiver was $82.40, and that the sum of $500.00 for professional services rendered as attorney for the Receiver are reasonable charges, it is Ordered that these be paid from the funds in the hands of the Receiver to L. D. McCall as counsel for the Receiver the sum of $500.00, and the further sum of $82.40 for his expenses. By the Court, H. Wallace Smith, P.J.

Dec. 2, 1940, Motion for costs to be allowed filed

Now, Dec. 2, 1940, the foregoing Motion read and considered, it is Ordered that the costs in the sum of $58.10 be allowed to L. D. McCall for service of process, as set forth in the foregoing Motion, and that the said amount be taxed on the record by the Prothonotary. By the Court, H. Wallace Smith, P.J.

Continued on Page 391

Continued from Page 373. F. N. Wigton vs Morrisdale Supply Co. No 1 Dec T. 1935

Oct 2. 1939 Petition and Order for Discharge of Receiver and leave to discontinue action and Receipt filed
Now Oct. 2. 1939. the petition of R. W. Wigton and E. N. Wigton, Executors of the Estate of F. N. Wigton, deceased, presented, read and considered and thereupon it is ordered and decreed that the Receiver, Robert F. Wigton, deliver to the Morrisdale Supply Company all of the property of the Morrisdale Supply Company remaining in the hands of the Receiver as shown by his account heretofore filed and confirmed by this Court on the 26th day of June, A.D. 1939, and upon the Receiver so doing he shall be and is hereby discharged as Receiver of Morrisdale Supply Company; and leave is granted the Plaintiff to discontinue the action filed as above entitled in this Court.
By the Court, W. Wallace Smith. P.J.

Oct 6. 1939 This cause discontinued by leave of Court Boulton & Boulton attys
W. R. Gallagher. Pro

Continued from Page Continued from Page 395 Potts Run Coal Mining Co.
Aug 8. 1946, Petition for additional time to file report filed.
Now Aug 8. 1946, Petition read and considered and it appearing that additional time will be necessary, the Court grants an additional sixty (60) days from August 11. 1946, to the Receivers to comply with the Order of Court dated July 11. 1946.
By the Court, F. Cortez Bell President Judge.

Oct. 11. 1946, First and Partial account of Frederick B. Kerr & Edw. J. Kelly, Receivers filed
Now, October 17, 1946, this Court having, by Order of July 11, 1946, directed the filing of an Account showing the present condition of the Receivership, and directed that the list of outstanding bondholders be attached, as well as a list of all creditors, bondholders, or other persons to whom the corporation may be indebted, with name, address, and amount of claim, following which proper notice would be directed; and said Account having been filed, not only in this case but in the case of the Boardman Coal Company, of which the Court has no knowledge, the said Receivers filing said Accounts are directed within fifteen days from the date hereof, to attach a list of all bondholders and other creditors in accordance with the provisions of the original Order.
By the Court, F. Cortez Bell, Pres. Judge.
Now, Nov 4, 1946, in pursuance to an Order of the Court after an Account was filed, the Receivers having filed a list of creditors now owed or who were creditors at the time of the appointment of the Receivers; the Receivers are directed to send to all creditors, a written notice to the last known address, of the filing of the account and that the same will be presented for confirmation on the First Monday of January 1947. In addition thereto, the Receivers are directed to advertise that the account will be presented for confirmation, in the Clearfield Progress and one other newspaper of general circulation once a week for three weeks. By the Court, F. Cortez Bell P.J.

Nov. 6. 1946. List of Creditors of Potts Run Coal Co filed as per Order of Court.

Following is a condensed statement showing the Assets and Liabilities at the beginning of the Receivership on Feb 24, 1932 and also as of Aug 31, 1946.

Assets	As of Feb 24, 1932		As of Aug 31, 1946	
Mine Property (Book Value)	616000.00		616000.00	
Development	21142.67		21142.67	
	637142.67		637142.67	
Less Reserve for Depletion	162677.42		165412.27	
Net Book Value		474465.25		471730.40

Continued on Page "B"

Continued from Page 389. Alice G. Hobson vs. Charles Dra. Lott - No. 5 Sept. T. 1936

Dec. 16, 1940, Receiver's Petition for Discharge filed.

Order of Court:- And, now, 16th day of December, A. D. 1940, upon consideration of the annexed Petition, Frances Fugler is discharged as Receiver of the Estate of Charles Dra Lott, defendant, And she and her surety, the Glens Falls Indemnity Company of Glens Falls, N. Y., are released from further liability on the bond given by it on her appointment.

By the Court, W. Wallace Smith, P. J.

stating an account between the parties in this case.
By the Court, H. Wallace Smith, P.J.

Aug. 15, 1939, Copy of order certified to Harold Boulton, Esq., Auditor
Service of Petition accepted. John C. Forsyth, Atty. for Wm. G. Boyce

July 8, 1940, Order of Court filed
Now, July 1, 1940, it appearing to the Court that there are credits due William G. Boyce in the amount of $1,794.87, which amount the said William G. Boyce is entitled to have and to receive, It Is Ordered and Decreed that Clem Ethard, B. H. Ethard, Edith J. Ethard, Maude E. Bevans, Lewis S. Boyce, William G. Boyce, heirs of Maria Ethard Boyce, deceased, George L. Bright and heir of Emma Bright, deceased, R. J. Witherow, Bruce Witherow, Samuel Witherow, heirs at law of Ina Bright Witherow, deceased, who was an heir of Emma Bright, deceased, repay to William G. Boyce prior to January 1, 1941, the said sum of $1,794.87, and to Harold J. Boulton, Esquire, the sum of $73.20, being costs and expenses incident to the audit and upon the payment of the same, It Is Ordered and Decreed that the said William G. Boyce execute and deliver to said persons a deed of reconveyance to the property in question; so that title to the property shall reinvest in the same persons immediately and be the same as it was immediately prior to the delivery of the deed to William G. Boyce; that upon the failure of the above named persons to pay the above named amount to William G. Boyce on or before January 1, 1941, all right, title, interest, claim, and demand whatsoever of said parties in and to said property shall be forever lost and the deed to William G. Boyce shall become absolute and unassailable.

In event the parties above named fail to pay to Harold J. Boulton, Esquire, the sum of $73.20, as above contemplated and prior to January 1, 1941, then the prothonotary is directed to enter a lien against the premises in question in favor of Harold J. Boulton, Esquire, and against William G. Boyce.
By the Court, H. Wallace Smith, P.J.

June 7, 1940, Auditor's Report filed
William G. Boyce Account Alvin Ethard Real Estate
The defendant, William G. Boyce, has filed in this case a First and Final Account and an Amended Account
By the Amended Account
William G. Boyce is charged with sales of produce of the farm amounting to $1,421.81
No further charges on the farm produce account are established.
By the Amended Account
William G. Boyce is charged with receipt of a fire loss of farm buildings amounting to 1,890.00
Total charges - - - - - - $3,311.81

William G. Boyce, defendant, is entitled to the following credits:
The following credits are of the class made by the unsigned agreement of Sept. 5, 1935, a first charge against the produce of the farm, to wit, for living expenses, interest of $100.00 per year on William G. Boyce mortgage on his residence property in Clearfield, Pa., taxes of $141.40 per year on the same property:

Taxes on Clearfield property for the years, 1936, 1937, 1938 and 1939	$565.60
Interest on Mortgage on Clearfield property for the years 1936, 1937, 1938 & 1939 at $100.00 per yr.	400.00
The living expenses William G. Boyce claimed in his amended account in the sum of $898.32 for the four year period were not contested, but cannot be allowed under the terms of the agreement for more than the balance left out of the $1421.81 for farm produce sales after paying the above items of taxes and interest on the Clearfield property, which balance is	456.21
Total credits against farm produce account	$1,421.81

William G. Boyce, defendant, is entitled to further credits, as follows:
Payments made from proceeds of fire insurance loss:

Continued on Page 394

Contd from Page 367. Clearfield Trust Co vs Morrisdale Land Co
No 1 Dec T 1938

May 23. 1940 Petition of Reff vacating and annulling Decree of Foreclosure,
Decree:- May 22. 1940. The foregoing petition having been presented, read and considered, and the Court being fully advised in the premises,
It is ordered, adjudicated and decreed as follows: The Decree of Foreclosure entered in the above case under date of October 24. 1938, is hereby vacated, and The Clearfield Trust Company, Trustee, is authorized to reverse and annul the declaration by which the principal and interest of all the outstanding bonds upon the mortgage in the case became immediately due and payable; the terms of settlement between the parties as set forth in paragraph "4" and "5" of the petition for this decree are made by reference conditions upon which further procedure may be had by the parties in interest in the event of default in performance by Morrisdale Land Company of the terms and conditions of the plan of settlement set forth in paragraphs "4" and "5" of the petition for this Decree. By the Court, W. Wallace Smith, P. J

Contd from Page 392 - Fannie Eshard, et al vs Wm. G. Boyce - No. 1 Feb. T. 1938

Apr. 29, 1938	Mark T. Bender, Recvr. Co. Natl. Bank judgt. #209 May T. 1934	2.00.00
Apr. 29, 1938	H. R. Gallagher, Ato. - Costs pd. on above item	44.75
Apr. 29, 1938	Rauch & Swartzle - Judgt #277 Dec. 1935	402.27
Apr. 29, 1938	B. R. Brown, Knox Twp. - Tax Liens	402.29
Apr. 29, 1938	H. R. Gallagher, Ato. - Costs pd. on Tax Liens	66.10
Apr. 29, 1938	Wm. C. Chase, Atty. - Services in connection with collection of proceeds of fire insurance policy	85.00
		# 1,200.41
N. R. Woolridge,	insurance premium	77.00
Payment of charges	in application for Federal Land Bank Loan	25.45
Payment to Gates	Hdwe Co. for sundry repairs, equipment & lime (ft. p. 2 of Amended Acct.)	234.98
Payments of items	classed as General Account on page 3 of Amended Account	168.66
Payment of items	classed as General Account on page 3 of Amended Account	121.26
Payments of items	listed under heading "House" on pages 3 & 4 of Amended Account	296.37
Payments of items	listed under heading "Gasoline & Oils" - page 3 of Amended Account	97.69
Payments of items	listed under heading "Feed" pages 4 & 5 of Amended Account	128.03
yments of items	listed under heading "Pig Chop" page 5 of Amended Account	16.10
yments of items	listed under heading "Feed" page 5 of Amended Account	101.15
yments of items	listed as "Dairy Feed" # 8.96 and "Horse Chop" # 5.25 on page 5 of Amended Account	14.21
ayment of sundry	items listed on page 2 of first or original account as follows: (These credits are allowable under the terms of paragraph one of the unsigned agreement of Sept. 5, 1935.)	
May 10, 1928	Applied on note, Alvin Eshard & John Boyce	15.00
Jan. 27, 1929	Applied on note, Alvin Eshard & John Boyce	15.00
Sept. 7, 1929	Part payment on Int. - Bloom, Alvin, Caldwell	7.00
July 7, 1929	Part payment on Int. - Bloom, Alvin, Caldwell	8.00
Jan. 7, 1930	Applied on Int. - Bloom, Alvin, Caldwell	5.00
July 7, 1930	Applied on Int, Bloom, Alvin, Caldwell	8.00
Oct. 14, 1930	Applied on Hagerty note, former Alvin and John	5.00
Jan. 7, 1931	Applied on Int., Bloom, Alvin, Caldwell	8.00
Feb. 14, 1921	Applied on Hagerty note - former Alvin and John	5.00
t. 7, 1931	Applied on Int. - Bloom, Alvin, Caldwell	10.00
an. 14, 1935	Fee to apply on payment to Mr. Frank, Agent Account, H. A. Hagerty	10.00 / 40.00
1931	10 bu. Seed Potatoes @ 1.60, Clem Eshard	16.00
	1 horse for farm - Clem Eshard Paid Charles Wilson	25.00
1931	Horse Shoeing	2.50
1932	May 2, Paid on 1932 tax #	10.00
	Miss B. H. Eshard	13.00 / 23.00
Sep. 15, 1935	1/2 bu. clover seed by Alvin Eshard	7.50
	1 bu. Timothy Seed by Alvin Eshard	4.00
	1/2 bu. White Sweet Clover Seed by Alvin Eshard	12.00
		# 226.00
	Interest paid County Natl Bank on # 1150.00 of advance by accountant from Mar. 11, 1936 to Nov. 11, 1939	253.00
	Purchases of Feed at A. & P. Cash Store from Amended Account	246.26
	Purchases of Chicken Feed at Krogers Cash Store (from Amended Account)	115.80
	Purchase of Hay and hauling Daniel Barnett and Park Eshard (from Amended Account)	19.00
	Purchases of Hay from Park Eshard (from Amended Account	144.00
	Purchase of 1 black Mare from F. O. Brown	150.00
	Purchase of Hay from John C. Forsyth	37.50
	Costs paid Prothonotary, filing account	12.00
	Total Credits	# 5,106.68
	Balance due William G. Boyce	# 1,794.87

Respectfully submitted,
Harold J. Boulton

June 7, 1940, Confirmed nisi; to be confirmed absolutely, if no exceptions are filed within ten days.

W. Wallace Smith, P. J.

June 18, 1940, No Exceptions filed, within Audit is confirmed absolute.

J. Harold McFadden, Ato.

Contd from Page 401. In re: Potts Run Coal Co. No. 4 May T. 1932

Dec 11. 1944. Petition of Receivers to sell Equipment filed

Order:- Now this 11th day of Dec. 1944. the within petition having been presented and considered and it appearing to be to the best interest of the Receivership authority is hereby granted to Frederick B. Kerr, and Edward T. Kelley. Receivers of Potts Run Coal Company. to sell one Jeffrey Mining Machine to Nick Kovalchick at a price of $1800.00; two mine cars to David Nelson at a price of $100.00; and ten mine cars to Hodin & Saricks at a price of $600.00. the money to go into the treasury of the Receivership. By the Court. F. Cortez Bell. President Judge

Dec 11. 1944. Petition of Receivers to purchase Bonds filed

Order:- Now this 11th day of Dec, A. D. 1944, the within petition having been presented and considered, and it appearing that it would be to the best interest of the Receivership to purchase said bonds at ten cents on the dollar, authority is hereby granted to Frederick B. Kerr and Edward T. Kelley. Receivers of the Potts Run Coal Company, to purchase from time to time, from funds which they have on hands, bonds of the Potts Run Coal Company, at a price of not more than ten cents on a dollar. By the Court. F. Cortez Bell. President Judge

March 21, 1946 Petition of Receivers and Order of Court filed.

Now, this 21st day of March A D 1946 the within petition having been presented and considered, and it appearing that sale was made of fifty-two dwelling houses for a price of $350150 which is about double the amount of the appraised value, the said sale is hereby confirmed and the Receivers are directed to turn this money into the funds of the Receivership; and further authority is hereby granted to the Receivers to sell twenty-seven houses at the going market value considering the condition and locality of same, and the money to be received therefrom placed in the Treasury of the Receivership to be expended only for legitimate receivership purposes

By the Court, F. Cortez Bell, President Judge.

July 11, 1946, Petition of Edward T. Kelley and Frederick B. Kerr for the Allowance of $300.00 per month for one of the Receivers filed.

July 11, 1946, Order of Court filed.

Now July 11, 1946, a petition having been presented by Edward T. Kelley and Frederick B. Kerr requesting that the Court award $300.00 a month salary to Frederick B. Kerr as Receiver, and it appearing from an examination of the record that this Receivership was extended to September 10, 1943 and no extension made after that date; that various payments to said Receiver and authorization to sell assets have been made, that before any action should be taken on said petition, notice should be given to the creditors, and it further appearing that no account has ever been filed, there is no showing as to what bond of the Receivers is in existence; we will make the following Order:

1. That within thirty days from the date hereof, the Receivers shall file a full and complete account of their handling of the assets of this corporation.

2. That they will report what bond has been presented and approved by the Court as to indemnifying the creditors as to the acts of the Receivers.

3. That said account shall set forth and itemize all assets of the corporation disposed of, and the sum received therefore; and shall likewise itemize all disbursements made by the Receiver

4. That an itemized list of all creditors, bondholders, or other persons to whom said corporation may be indebted, shall be attached; showing the name, address and amount of the claim of each of them.

5. Following the receipt of said account, an order will be made directing such notice as the Court shall deem right and proper to be given as to the prayer of the petition, which shall remain on file until that time.

By the Court, F. Cortez Bell, P. J.

Contd from Page 85 — Frederick B. Kerr vs Potts Run Coal Co — No. 4 May T. 1932

April 24, 1942, Petition of Receivers filed

Now, April 24, 1942, the within petition having been read and considered, it is hereby ordered:

That authority is hereby granted to the Receivers to operate in Receivership of the Potts Run Coal Mining Company and the Boardman Coal Mining Company.

That authority is hereby granted to the Receivers to negotiate a loan of $10,000.00 of Receivership Certificates in denominations of $1,000.00 each, to carry six percent interest, and the total amount to be retired by the Receivers within a period of one year. That in order to make provisions for the retirement of said Receivership Certificates, a sum of ten cents per net ton of each and every ton of coal mined be set aside by the Receivers in a special fund for the retirement of said Certificates, said fund not to be used for any other purpose than the purpose herein set out. These Certificates are to be a lien on the assets of the company, prior to the lien of any existing claims.

By the Court, W. Wallace Smith, P. J.

June 4, 1942, Petition of Frederick B. Kerr and Edw. T. Kelley, Receivers of Potts Run Coal Co. for authority to issue Receiver's Certificates filed

Now, June 1, 1942, it is hereby ordered and directed that a hearing be held on the matters set forth in this petition on June 11, 1942 at 10:00 A. M. Notice of said petition and the contents thereof to be served on the Clearfield Trust Company, Trustee under the mortgage of the Potts Run Coal Co. by registered mail, notice to be given to all parties interested by advertisement in newspaper in Clearfield County. By the Court, W. Wallace Smith, P. J.

June 12, 1942. Decree of Court filed.

June 11, 1942, this cause came on to be heard upon petition, and upon testimony taken in open Court, on hearing directed by the Court to determine whether Receivers Certificates should be authorized and whether the Receivers should be authorized to operate the business of the corporation; and it appearing that notice in due course has been given by Frederick B. Kerr and Edward T. Kelley, Receivers, to all stockholders, bondholders, lienholders, general creditors and others who may be interested in the said corporation, as to the time and place of the hearing; it is Ordered, Adjudged and Decreed as follows:

(1) The facts outlined in the petition of the said Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company, having been supported by the testimony taken at said hearing are adopted as the facts proven in this proceeding; the Court further finds that the issuance of Receivers' Certificates for the payment of municipal and state taxes is necessary to preserve the properties of the Potts Run Coal Company and that it will be advantageous to all parties concerned to permit the operation of the business of said corporation by the Receivers thereof.

(2) That Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company, are hereby authorized and directed to issue Receivers' Certificates in the amount of Ten Thousand ($10,000.00) Dollars for the payment of municipal and state taxes. Said certificates shall be a first lien upon all the real estate and other property, rights and franchises of Potts Run Coal 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 property, rights and franchises. Said certificates to be issued in denominations of One Thousand ($1,000.00) Dollars each with interest at the rate of six (6%) per cent per annum, maturing in one year from the date thereof. The Receivers are to deposit in a special fund for the redemption of said Receivers' Certificates the sum of ten (10¢) cents per net ton for all coal mined out of the properties of the Potts Run Coal Company.

(3) It is further ordered that if said taxes are not compromised that the amount derived from the sale of the Receivers' Certificates is to be returned to the purchasers thereof.

Contd on page 399.

Contd from Page 93 - Frederick B. Kerr vs Boardman Coal Mining Co - No 5 May T. 1932

April 24, 1942, Petition of Frederick B. Kerr & Edward T. Kelley, Receivers, filed
Now, April 24, 1942, the within petition having been read and considered it is hereby ordered:
That authority is hereby granted to the Receivers to operate as the Receivership of Patts Run Coal Mining Company and the Boardman Coal Mining Co.
That authority is hereby granted to the Receivers to negotiate a loan of $10,000.00 of Receivership Certificates in denominations of $1,000.00 each, to carry six percent interest, and the total amount to be retired by the Receivers within a period of one year. That in order to make provisions for the retirement of said Receivership Certificates, a sum of ten cents per net ton of each and every ton of coal mined be set aside by the Receivers in a special fund for the retirement of said Certificates, said fund not to be used for any other purpose than the purpose herein set out. These Certificates are to be a lien on the assets of the Company, prior to the lien of any existing claims. By the Court, W. Wallace Smith, P. J.

June 4, 1942, Petition of Frederick B. Kerr and Edw. T. Kelley, Receivers of Boardman Coal Mining Co. for authority to issue Receiver's Certificates filed.
Now, June 1, 1942, it is hereby ordered and directed that a hearing be held on the matters set forth in this petition on June 11, 1942 at 10:00 A.M.
Notice of said petition and the contents thereof to be served on the Clearfield Trust Company, Trustee under the mortgage of the Boardman Coal Mining Co. by registered mail, notice to be given to all parties interested by advertisement in newspaper in Clearfield County. By the Court, W. Wallace Smith, P.

June 12, 1942. Decree of Court filed.
June 11, 1942 this cause came on to be heard on petition, and upon testimony taken in open Court, on hearing directed by the Court to determine whether Receiver's Certificates should be authorized and whether the Receivers should be authorized to operate the business of the corporation; and it appearing that notice in due course has been given by Frederick B. Kerr and Edward T. Kelly, Receivers, to all stockholders, bondholders, lienholders, general creditors and others who may be interested in the said corporation, as to the time and place of the hearing; it is
Ordered, Adjudged, and Decreed as follows:
(1) The facts outlined in the petition of the said Frederick B. Kerr and Edward T. Kelley, Receivers of the Boardman Coal Mining Company, having been supported by the testimony taken at said hearing are adopted as the facts proven in this proceeding. The Court further finds that the issuance of Receivers' Certificates for the payment of municipal and state taxes is necessary to preserve the properties of the Boardman Coal Mining Company and that it will be advantageous to all parties concerned to permit the operation of the business of said Corporation by the Receivers thereof.
(2) That Frederick B. Kerr and Edward T. Kelley, Receivers of the Boardman Coal Mining Company, are hereby authorized and directed to issue a Receivers Certificate in the amount of One Thousand ($1,000.00) Dollars for the payment of municipal and state taxes. Said certificate shall be a first lien upon all the real estate and other property, rights and franchises of Boardman Coal Mining 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 property, rights and franchises. Said certificate to be issued in the denomination of One Thousand ($1,000.00) Dollars, with interest at the rate of six per cent (6%) per annum, maturing in one year from the date thereof. The Receivers are to deposit in a special fund for the redemption of the said Receiver's Certificate the sum of ten (10¢) cents per net ton for all coal mined out of the properties of the Boardman Coal Mining Co.
(3) It is further ordered that if said taxes are not compromised that the amount derived from the sale of the Receiver's Certificate is to be returned to the purchaser thereof.
(4) Frederick B. Kerr and Edward T. Kelley, Receivers of the Boardman Coal

Continued on Page 398

Contd from page 397 - Frederick B. Kerr vs Boardman Coal Mining Co. No. 5 May T. 1932

Mining Company, are hereby authorized and empowered to operate the coal mining business of the Boardman Coal Mining Company and to exercise the authority and francises of said corporation, to preserve its property in proper condition and repair, to protect the title and possession of the same, to employ such persons and purchase such materials and make such payments and disbursements as may be needful and proper in so doing. The said Receivers are further authorized and empowered to collect the income and profits of said coal mining operation and property and to make proper payments therefrom on account of necessary running expenses; to pay therefrom and from other approved sources sums that shall become due for labor, material, power, supplies, charges and expenses, done bought or incurred by said Receivers, about the operation and for the use of the Boardman Coal Mining Company and of said mines; provided, however, the authority of the said receivers of Boardman Coal Mining Company to continue the operation of the business of the Boardman Coal Mining Company shall continue for a period ending June 1, 1943, unless the authority to continue the operation of the business of Boardman Coal Mining C. shall further be extended by the Court.

(5) The Order of this Court to the same number and Term issued on April 24, 1942, is revoked and superceded by this Order.

By the Court, W. Wallace Smith P.J.

April 9, 1943 Transcript of Testimony filed

Oct. 11. 1946. First and Partial account of Frederick B. Kerr and Edw. J. Kelley, Receivers filed

Now Nov 4, 1946, in pursuance to an Order of the Court after an Order of Court was filed, the Receivers having filed a list of creditors now owed or who were creditors at the time of the appointment of the Receivers; the Receivers are directed to send to all creditors, a written notice to the last known address, of the filing of the account and that the same will be presented for confirmation the First Monday of January 1947. In addition thereto, the Receivers are directed to advertise that the account will be presented for confirmation, in the Clearfield Progress and one other newspaper of general circulation, once a week for three weeks.

By the Court, T. Carlton Bell, President Judge.

Nov. 6. 1946. List of Creditors of Boardman Coal Mining Co filed as per order of Court.

Nov. 6. 1946 First and Partial Account of Frederick B. Kerr & Edw. J. Kelley, Receivers filed.

Following is a condensed statement of the Assets and Liabilities at the beginning of the Receivership on February 24, 1932 and also as of August 31, 1946.

Assets	As of Feb 24, 1932		As of August 31, 1946	
Mine property	107000.00		107000.00	
Development	17129.42		17129.42	
	124129.42		124129.42	
Less: Reserve for Depletion	43576.19		43576.19	
Net Book Value		80553.23		80553.23
Plant				
Mine Equipment	9128.61		9128.61	
Buildings	24144.32		17644.32	
	10008.54		10008.54	
	43281.47		36781.47	
Less: Reserve for Depreciation	16592.88		16592.88	
Net Book Value		26688.59		20188.59
Net Book Value of Fixed Assets		107241.82		100741.82
Cash		41.15		78.31
Investments		23000.00		500.00
Prepaid Royalties	7540.74		7540.74	
Less: Accrued Royalties	5288.00	2252.74	5288.00	2252.74
		132535.71		103572.87
Liabilities				
accounts Payable		901.66		898.97
Accrued Salaries and Wages		5933.79		5933.79
Mortgage Payable - Patts Run Coal Co.		25000.00		25000.00
Patts Run Coal Co. Interest & Advances		22522.33		41933.68
Reserve for Taxes		1646.59		200.00
Total Liabilities		56004.37		73966.44
Excess of Assets over Liabilities at Book Value		76531.34		29606.43

Mine Equipment amounting to $6500.00 was sold and proceeds applied to account of Patts Run Coal Company. In addition to the Liabilities shown above, the Boardman Coal Mining Company was subject to Federal Liens of record for Income Tax assessments amounting to $3923.37. Through negotiations by the Receivers and trips to Washington D.C. compromise of the said liens for a consideration of $250.00 was effected.

Compromise settlements have also been made for local and state tax liens amounting to over $2000.00

Continued to page "A"

Contd from page 396 - Frederick B. Kerr vs Potts Run Coal Co. - No. 4 May T. 1937.

(4) Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company are hereby authorized and empowered to operate the coal mining business of the Potts Run Coal Company and to exercise the authority and franchise of said corporation to preserve its property in proper condition and repair, to protect the title and possession of the same, to employ such persons and purchase such materials and make such payments and disbursements as may be needful and proper in so doing. The said Receivers are further authorized and empowered to collect the income and profits of said coal mining operation and property and to make proper payments therefrom on account of necessary running expenses; to pay therefrom and from other approved sources sums that shall become due for labor, material, power, supplies, charges and expenses, done, bought or incurred by said Receivers, about the operations and for the use of the Potts Run Coal Co. and of said mines; provided, however, the authority of the said Receivers of Potts Run Coal Company to continue the operation of the business of Potts Run Coal Company to continue the operation of the business of Potts Run Coal Company shall continue for a period ending June 11, 1943, unless the authority to continue the operations of the business of Potts Run Coal Company shall be further extended by the Court.

(5) The Order of this Court to the same Number and Term issued on April 24, 1942, is revoked and superceded by this Order.

By the Court, W. Wallace Smith, P.J.

April 9, 1943, Transcript of Testimony filed.

June 17, 1943 Petition of Receivers filed

Decree Now, this 17th Day of June A.D. 1943, the within petition having been presented and considered, and no objection to the said granting of a continuance of the receivership having been made, It is ordered and decreed that a hearing be held to determine if the Receivers shall have authority to continue the receivership for a period of one year from the 11th day of June, 1943: that authority be granted to the said Receivers to renew the said note for another period of one year with the County National Bank at Clearfield, under the same terms and conditions as set forth in the original order. Hearing to be held at 10:00 A.M. on 30th day of June 1943.

By the Court. W. Wallace Smith, P.J.

Decree:- Whereas, this cause came on to be heard upon petition and testimony taken in open Court on May 30, 1943, at a hearing directed by the Court, to determine whether the Receivers of Potts Run Coal Co. should be authorized to continue the business of the corporation and to determine related matters; and it appearing that notice in due course has been given by said Receivers to the persons interested in the said corporation and the subject matter of said petition as to the time and place of said hearing; it is, this 7th day of July, 1943, Ordered, Adjudged and Decreed as follows:

1. That it will be advantageous to all parties concerned to temporarily permit the operation of the business of the said Corporation by the Receivers thereof.

2. That The County National Bank at Clearfield, Pa. is the holder of all of the unpaid Receivers Certificates authorized by the Decree of this Court dated June 11, 1942: that the amount due upon the said Receivers Certificates is $8.000 with interest thereon to the due date thereof in the amount of $480.00

3. Frederick B. Kerr and Edward T. Kelley, Receivers of Potts Run Coal Company, are hereby authorized and empowered to operate the coal mining business of Potts Run Coal Company with the same powers set forth in the Decree of this Court dated June 11, 1943.

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The authority of the said Receivers of Potts Run Coal Company to continue the operation of the business of Potts Run Coal Company shall continue for a period ending September 10. 1943, unless the authority to continue the operation of the business of Potts Run Coal Company shall be further extended by the Court.

4. The Receivers shall continue to deposit in a special fund for the redemption of said Receiver's Certificates the sum of ten (10¢) cents per net ton for all Coal mined out of the properties of the Potts Run Coal Company.

5. The said Receivers Certificates shall continue to be a first lien upon all the real Estate and other property rights and franchises of Potts Run Coal 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 property rights and franchises. And further, none of the rights and remedies of the holders of the said Receiver's Certificates to enforce the same shall in any way be diminished, deferred or postponed by reason of any provision of this Decree.

By the Court, W. Wallace Smith, P.J.

July 30. 1943 Testimony Lodged, taken at hearing June 30. 1943 before W. Wallace Smith, P.J.

August 19, 1943, Petition of Frederick B. Kerr and Edward T. Kelley, Receivers filed.

Now, August 19, 1943, the within Petition having been presented and considered, it is ordered and decreed as follows:

That the offer of the Woodridge Coal Co. to pay $6,100.00 for certain machinery and equipment enumerated in the annexed petition, be accepted and the money paid into the Receivers of the Potts Run Coal Company.

That $4,000.00 of said fund be paid to the County National Bank at Clearfield to be applied on unpaid Receivers Certificates for money advanced for taxes.

That the sum of 10¢ per net ton but not less than $250.00 per month, be continued to be deposited in the fund to pay the interest and principal due the County National Bank at Clearfield.

That the said Receivership be continued for a period of one year from the 10 the day of September, 1943. By the Court, W. Wallace Smith, P.J.

April 6 1944. Petition of Frederick B. Kerr and Edward T. Kelley, Receivers

Order:- Now this 6th day of April A.D. 1944 the within petition having been presented and considered, permission is hereby granted to the Receivers of the Potts Run Coal Company to sell one three ton Jeffrey Haulage Locomotive No. 5132, type G.D.M. for the sum $1350. and that the proceeds of said sale together with money in the sinking fund be used to pay off the balance due on Receiver Certificates.

By the Court, T. Cortez Bell, President Judge.

June 21, 1944, Petition for Court to Grant Leave that Frederick B. Kerr be Paid Money He Advanced to Receivership, etc., filed by Edward T. Kelley, Attorney.

Order: Now, June 19, 1944, the within petition having been read and considered, heading on the prayer of the same, that Frederick B. Kerr be reimbursed for money advanced in the Receivership, be held on the 12th day of July 1944 at 10 A.M., after due and proper legal notice as to the same, to be given to all interested parties by advertisement in a newspaper of general circulation in and for the County of Clearfield, once a week for three weeks. By the Court, T. Cortez Bell, P.J.

July 13, 1944, Testimony Re: Petition for Repayment of Money Advanced by Frederick B. Kerr, filed.

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Continued from page 400 #4 May T. 1932

Decree: Now, this 19th day of July, 1944 hearing having been held on the application of Frederick B Kerr, one of the Receivers of the Patts Run Coal Company, after due notice by publication to all the creditors, which notice appeared in the Raftsman Journal, a publication of general circulation in Clearfield County, on June 23rd, 30th and July 7th, 1944 and it appearing from the petition filed and testimony taken that Frederick B. Kerr, one of the Receivers, had advanced money to the Receivership out of his personal funds, in the amount of $2,150.00 in one instance and in the amount of $300.00 in another instance, which expenditure, was for the benefit of the Receivership; and it further appearing that the Receivers have compromised the taxes, repaired the buildings and placed the Receivership on a better financial basis than it was originally; it is ordered and decreed that the prayer of your petitioner be granted and Frederick B Kerr shall be permitted to be reimbursed for the money advanced to the Receivership, and shall have the authority to pledge five properties in Lawrence Township, Clearfield County, Penna., which he holds in his own name as Trustee for the Patts Run Coal Company, as Collateral for the said loan, the loan to be in the amount of $2,450.00 for a period of six months with the right to extend it for an additional period of six months or any period necessary to repay the loan; ripayment to be made from the rents secured from the five properties and other funds which the Receiver may secure, which may be surplus money coming into the Receivership from royalties or other sources.

By the Court J. Cortez Bell P. J.

Sept 30, 1944, Petition of Receivers for sale of Equipment filed.

Now this 30th day of September, 1944, the within petition having been presented and considered and it appearing that the sale of the equipment would be for the best interests of the Receivership and that the bids of $2,200.00 and $300.00 are fair prices for said equipment, it is therefore ordered and decreed that two four-ton Jeffrey haulage motors, one rotary converter and one Ironton storage battery motor, be sold to Nick Kovalchick of Indiana, Pennsylvania for the sum of $2200.00 cash, and one Ledgerwood hoist be sold to Godin and Saracka of Clearfield, Pennsylvania, for the sum of $300.00 cash, said money to be placed in the Receivership account.

By the Court, F Cortez Bell P. J.

Sept 30, 1944 Petition of Receivers for Fees and Expenses filed.

Now September 30, 1944, the within petition having been presented and considered and it appearing the Receivers are entitled to certain fees and expenses, it is therefore ordered and decreed that Frederick B Kerr and Edward T. Kelley, be allowed the sum of $500.00 each, as compensation on account of services rendered and expenses incurred.

By the Court, F. Cortez Bell, P.J.

October 2, 1944, Petition of Receivers filed: Wherefore your petitioners ask leave of your Honorable Court to enter into said lease with C. Virgil Hughes. Frederick B. Kerr E. T. Kelley.

Order: And now, Oct 2, 1944, the within petition with lease attached, having been read and considered, the Receivers Frederick B Kerr and Edward T. Kelley, are hereby granted authority to enter into a lease with C. Virgil Hughes, a copy of which is attached hereto.

By the Court F. Cortez Bell, P.J.

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2	Atlantic Refining Co	146	Clearfield Natl Bank
	Atlantic Refining Co	186	Elizabeth Reed Stewart et al
	American Reinsurance Co	376	Moosedale Coal Co et al

Continued from Page 398 Frederick B. Kerr vs Boardman Coal Mining Co. #5 May T 1932

All Federal, State and County liens for delinquent taxes have been satisfied of record.

The Receivers Charge themselves with Net Book Value of assets less Liabilities of Boardman Coal Mining Company as of Feb 24, 1932, without regard to appraised or realizable values. 76531.34

The Receivers Charge themselves with payments and credits from Patts Run Coal Co. on behalf of Boardman Coal Mining Co. amounting to 253.50

The Receivers Charge themselves with taxes over-accrued on books 1446.59

7823.43

Or

The Receivers claim credit for interest accrued to date on Mortgage held by Patts Run Coal Co. 26125.00

The Receivers claim credit for loss on 225 shares Preferred and 225 shares of Common Stock of Boardman Coal Co. of Hartford, the same being charged off as worthless 2250.00

Net Book Value of Assets less Liabilities 2960.43

7823.43

The property of Boardman Coal Mining Co is now under lease to Kiraw Swank & Sons of Johnstown, Pa. It is proposed to file a plan of reorganization within six months which will be to the advantage of Creditors.

In compliance with order of the Court dated October 17, 1946, the following list of Creditors of Boardman Coal Mining Company as of August 31, 1946, is respectfully submitted:

Accounts payable

Bell Telephone Co, Clearfield Pa.	$ 3.80
Clearfield Hardware Co, Clearfield Pa.	158.14
* Central Pa. Coal Prod. Assn, Altoona, Pa.	50.36
Electric Supply Co, Clearfield, Pa.	592.70
* Jones, Walter, Altoona, Pa.	30.23
Moore, Wilson & Reading Inc, Clearfield	22.05
Sun Oil Co., Pittsburgh, Pa.	41.69
	$ 898.97

* These amounts should be charged off as settled.

Accrued Salaries and Wages:

* Mine Payrolls	$ 983.79	
Kerr, Frederick B.	3900.00	
Heller, G. A. Estate	225.00	
Null, J. A. Estate	825.00	$ 5933.79

* Practically all of this item has been liquidated through rental offsets & purchases in a store company owned by Patts Run Coal Co. Outstanding wages would not exceed $300.00

Notes in favor of Patts Run Coal Company secured by a First Mortgage, recorded Book No. 89, Page 105 June 17, 1929. $ 25000.00

Patts Run Coal Company
Accrued interest on above Mortgage & advances made to Boardman Coal Mining Company
$ 4193.68

January 4, 1947, Exceptions of Paul L. Null to Receivers Account of Boardman Coal Mining Co. filed.

Jan 14 '47 Order filed

Order of Court filed January 14, 1947. An Auditor having been appointed to pass upon Exceptions and make recommendations on the Account of the same individuals, who filed an Account as Receivers of the Patts Run Coal Mining Company; and being advised that the Patts Run Coal Mining Company;

Now, January 14, 1947, John M. Hoey is appointed Auditor to pass upon the Exceptions filed, to give notice of hearing, at which time any party who has not been notified may present claims, and to make recommendation with respect to said Company, as to whether it should be liquidated or Receivers appointed or re-appointed.

By the Court, F Cortez Bell, Presidents Judge.

June 5, 1947, Petition of Receivers and Order of Court filed.

Now this 5th day of June, 1947, the petition of the Receivers of the Boardman Coal Mining Co having been read and considered and it appearing that the

Continued to page "K"

B

20	Boardman Coal Mining Co			Frederick B Kerr
46	Bohachevsky Rt Rev Constantine			Greek Catholic Church of Rowey Trustees
50	Bressler	John T.		Hannah Bennett et al
100	Burr Dairy			G. W. Riper Sons
112	Bellmore	Anthony et al		Joseph Spinelli
118	Bryden	Elizabeth L.		Howard N. Cassell Rev.
142	Baker Run Reserve + et al			Du Bois Natl Bank
210	Bumbarger	Howard		Ellis K. Smeal, et al
254	Borger	Helen F.		James M. Morris
342	Boyce	Wm G.		Fannie Erhard
372	Barger, Rodie & Co.	Natl Bank at Clfd.		Faye Kisor, now Faye Collar

Assets		As of Feb. 24, 1932	As of August 31, 1946
Plant	$32105.52		$ 32105.52
Mine Equipment	63639.65		50894.27
* Live Stock	4101.02		
Buildings	96447.35		91894.35
* Farm Equipment	2282.77		
* Automobiles	6330.64		
	$204906.95		$ 174894.35
Less Reserve for Depreciation	134107.03		127492.60
Net Book Value	$ 70799.98	$ 70799.98	47401.54
Net Book Value of Fixed Assets		545265.17	519131.94
Cash in Banks and on hand		17664.06	33004.94
Notes Receivable	$ 109165.32		
Less Notes Discounted	14589.21	94576.05	25001.00
Accounts Receivable - Customers		11981.63	12994.77
Boardman Coal Mining Company		22522.33	41933.68
Stocks and Bonds		262241.93	158187.31
Real Estate, Clearfield, Pa.		3657.51	
Deferred Charges			75.00
Prepaid Royalty		12471.32	15471.32
Total Assets at Book Value		954480.00	805799.96
Liabilities			
First Mortgage Bonds 5% due 1952	85000.00		9000.00
Mortgage - Security Bldg. & Loan Assn.	1500.00		17343.94
Notes Payable	39965.43		17343.94
Accounts Payable	2637.35		31638.65
Commonwealth Coal & Coke Co. Advances	21941.12		20576.83
Accrued Salaries & Wages	18407.49		18731.16
Accrued Interest - Bonds	10551.73		7687.50
Accrued Interest - Notes			2277.88
Accrued Royalties	4933.21		6992.17
Reserve for Bad Debts	16848.86		4489
Accrued Taxes			500.00
Total Liabilities	195835.19		135398.02
Excess of Asset over Liabilities at Book Value	758644.81		670401.94

* Fully depreciated, out of service, charged to Reserve Account.

In addition to the Liabilities shown above, the Potts Run Coal Company was subject to Federal Liens of Record for Income tax assessments in the amount of $ 193548.06. Through negotiations by the Receivers and trips to Washington, D. C., compromise of the said liens for a consideration of $ 303.66 was effected. Compromise settlements were also made in regard to Local & State Tax liens amounting to over $ 25000.00. All Federal, State and County Tax liens have been satisfied of record.

For the purpose of maintaining the continuity of the corporation's records, book values of Assets are used in this Account without regard to appraised or realizable property.

Dr.

The Receivers charge themselves with the Net Book Value of Assets less Liabilities of Potts Run Coal Company as of February 24, 1932..... $ 758644.81

The Receivers charge themselves with income from operations and investments as follows:

Coal Sales

1932	5509.15	
1933	3324.66	
1934	8397.27	
1935	2432.13	
1940	101.55	
1941	5567.21	
1942	160331.38	
1943	42357.22	
1944	5109.75	
1945	1214.04	
1946	316.16	285600.52

Dividends from Stock of Kellogg Switchboard Manufacturing Company.

1936	93.80	
1937	71.40	
1938	142.80	
1939	148.30	
1946	35.70	
1941	71.40	
1941	166.60	
1945 Accumulated by Clearfield Trust Company	862.80	1592.80

Interest from Notes and Accounts:

1932	23.33	
1933	23.50	
1941	8.55	56.38

Interest from Chinese Railway Bonds:

1933	913.27	
1934	1167.13	
1941	367.75	2448.15

Rents Received:

1932	320.55	
1933	548.63	
1934	533.39	
1935	430.16	
1936	531.91	
1937	354.00	
1939	46.80	
1940	297.36	
1941	984.40	
1942	2648.90	
1943	1432.29	
1944	1182.36	
1945	1599.59	
1946	1146.29	12050.63

Bad Debts Recovered

1932		25.01

Royalty Income & Surface Damage

1933	2.60	
1940	964.67	
1941	2071.70	
1942	3436.21	
1943	1648.67	
1944	958.43	
1945	3243.48	
1946	666.93	15836.9

Continued on "C" Page

	Curwensville Chamber of Commerce		12	Curwensville Water Co
	Chamber of Commerce Curwensville		16	James L. Smith
	Cowdrick	A D.	30	Walter Welch
	Continental Clay Products Corp.		68	Harold E. Aul et al
	Cowdrick	A D	84	Walter Welch
	Cramer H. O et al		86	Edward Eiler Lumber Co.
	Catino	Dominic et al	102	Lettero Enrigo
	Clearfield Cemetery	Company	108	John S. Hoyler
	Chetremon Club		130	Jas. H. Allport
	Clearfield Aerie #812 Fraternal Order of Eagles		134	William Douden
	Coalport Beechwood Park Assoc		138	Coalport Fire Co No 1
	Calli	John et al	152	Mike Calli
	Crystal Spring Rod & Gun Club		184	Clearfield Trust Co, Trustee
	Cassidy, Cecelia A. Admrx Est 2 Mike Cassidy		260	North American Ref Co
	Clearfield, Pa, Local No 448, United Brick & Clay Workers of America		276	North American Ref. Co.
	County Commissioners of Clearfield		318	W. H. Owens
	County Commissioners of Clearfield Co.		320	H. C. Hanna
	Commissioners of Clearfield Co		322	Clara E. Bradbury
	Commissioners of Clearfield County		324	Curry Hurd
	Commissioners of Clearfield County		326	Wilbur Stonebraker
	Commissioners of Clearfield County		328	Roy Albert
	Commissioners of Clearfield County		330	William E. Washburn
	Commissioners of Clearfield County		332	William McCracken
	Cassidy	Cecelia A	340	Frank & Sarah E. Bennett

Continued from "B" Page - No. 4 May Term 1932 - Patts Run Coal Company.

Miscellaneous Income, Loading, etc.		
1933	32.56	
1934	394.14	
1935	13.12	
1936	27.00	
1940	29.20	
1941	8.16	
1942	397.12	
1943	1157.74	
1944	1842.46	
1945	1864.59	
1946	3067.06	8833.15
Interest Accrued on Mortgage of		
Boardman Coal Mining Company		
to 12/31/35	9000.00	
12/31/35 to 12/31/45	16125.00	
1946	1000.00	26125.00
Adjustment of Accts Payable		1411.81
Royalty & Loading Charges, etc...		
Williams Coal Company		2997.99
Cancellation of payroll liability		
to L. L. Ratzmann as of 12/31/35		
Offset by Rentals		457.48
To cancel liabilities through		
settlement with Creditors:		
First Natl Bk, Patton, Pa.	10463.83	
Bantz Refrigerator Co.	3057.72	
Julia B. Kerr Estate	4557.72	18079.27
Taxes over-accrued		1569.12
To cancel liability for Interest on		
Reacquired Bonds (see contra)		5612.17
To adjust Over-accruals of		
Interest on Notes		65.82
Discount on First Mortgage		
Bonds reacquired		6834.50
		$1310888.30

Cr.

The Receivers claim credit for Expenses and other disbursements as follows:

Mine Labor		
1932	3544.67	
1933	1626.82	
1934	6876.52	
1935	1742.99	
1941	39245.45	
1942	57729.35	
1943	12822.86	
1944	3073.67	
1945	264.71	
1946	1514.28	128441.32
Mine Foremen		
1932	830.00	
1933	180.00	
1934	640.00	
1935	340.00	
1936	95.00	
1937	140.00	
1939	107.08	
1940	20.00	
1941	2029.50	
1942	3151.66	
1943	2403.25	
1944	1220.00	
1945	1675.00	
1946	1125.00	13955.83
Mine Supplies Purchased		
1932	607.56	
1933	287.41	
1934	280.66	
1935	86.21	
1937	26.06	
1941	3257.41	
1942	2185.87	
1943	119.06	
1944	290.36	
1946	20.93	7161.41

Electricity		
1932	1178.92	
1933	872.26	
1934	2166.11	
1935	676.58	
1936	44.15	
1937	35.00	
1946	137.17	
1941	2010.97	
1942	4522.53	
1943	1809.94	
1944	526.37	13974.00
Collection Expenses		
1932	33.52	33.52
Office Salaries		
1932	634.33	
1933	516.56	
1934	330.65	
1935	301.50	
1940	150.00	
1941	396.00	
1942	950.50	
1943	900.00	
1944	900.00	
1945	1275.00	
1946	800.00	7153.48
Office & General Expenses		
1932	224.24	
1933	54.69	
1934	145.97	
1935	241.73	
1936	137.16	
1937	93.34	
1938	432.89	
1939	82.25	
1940	119.33	
1941	631.68	
1942	1248.79	
1943	663.03	
1944	694.48	
1945	1282.38	
1946	1056.17	7108.13
Commissions Paid		
1932	16.85	
1934	38.26	
1941	3709.52	
1942	6104.01	
1943	1471.46	
1944	40.64	
1945	13.93	
1946	866.31	12260.92
Building Repairs		
1933	41.87	
1934	26.50	68.37
Compensation Expense		
1933	13.00	
1946	20.56	
1941	17.00	50.56
Insurance		
1932	572.57	
1933	119.74	
1934	542.35	
1935	219.64	
1936	60.87	
1937	95.00	
1938	95.00	
1939	19.00	
1946	95.00	
1941	3256.96	
1942	3989.92	
1943	747.32	
1944	348.45	
1945	231.82	
1946	485.33	10989.99

Continued on "D" Page

D

& Deitrick	M B		H T Rawleigh Co
60 Diamond Drilling & Exploration Co., et al			B M Osburn
78 de Salvo Donato et al			M Witten
DeWalt	Mildred M.	128	Edward Elder Lumber Co.
Deposit Natl Bank, DuBois		208	Verla P Emerick
DuBois Sick Throwing Co		230	Union Banking & Trust Co
DuBois Industrial Corp		232	Union Banking & Trust Co
DuBois Storage & Casting Co.		240	Deposit Natl Bank, DuBois
DuBois Brewing Co et al		242	M J McCreight
Dewling	Mary E	246	County Nate Bank of Clfd
Dyna,	Jos. et al	358	Kiley Coal Co
Dugan	Fred	360	L R Forman

Cr.

Royalty Paid			
1934	808.96		
1942	1518.32		
1943	676.62		
1944	604.96		
1945	473.52		
1946	1220.40	5302.78	
Repairs			
1935	9.22		
1938	194.35		
1939	54.04		
1940	1187.62		
1941	7763.89		
1942	2852.63		
1943	1148.25		
1944	64.32		
1945	4377.60		
1946	2356.89	20608.01	
Legal Expense			
1935	395.93		
1939	75.00		
1940	150.00		
1942	150.00		
1945	500.00	1270.93	
Miscellaneous Mine Expenses			
1939	221.50		
1940	278.25		
1941	911.37		
1942	1873.67		
1943	1169.30		
1944	691.62		
1945	1480.95		
1946	1681.55	8314.21	
Engineering			
1941	179.56		
1942	426.38		
1945	1375.00		
1946	607.71	2588.65	
Stripping Contracts			
1942	38762.34		
1943	1825.29		
1943	212.34		
1946	1248.12	42048.09	
Contract Labor			
1943		633.49	
Mine Clerical Expense			
1943	574.20		
1944	576.40		
1945	731.89		
1946	662.93	2545.42	
Taxes Paid and Accrued			
1932	1440.63		
1933	1887.91		
1934	1754.74		
1935	1600.00		
1936	1600.00		
1437	1600.00		
1938	1603.24		
1434	1600.00		
1940	1600.00		
1941	3820.47		
1942	4343.59		
1943	1268.89		
1944	245.91		
1945	3453.04		
1946	777.26	28295.68	
Operating Expense Boardman No. 4 Mine			
Day Labor 1942	1106.8.39		
1943	4312.16		
1944	344.93	16265.42	
Mine Labor 1942	7005.02		
1943	3324.73	10329.75	
Foremen etc. 1942	4036.61		
1943	1557.73	5594.34	
Repairs 1942		430.69	
Mules 1942		344.00	
Insurance 1942	1378.16		
	582.80		
1943		1989.38	
1944	28.48		
Supplies 1942	623.08		
1943	117.09	740.17	
Engineering 1942		49.20	

Taxes 1942	375.15		
1943	74.80		
1944	1.25	451.20	
Surface Rights			
1942		225.00	
1942	440.14		
1943	359.95		
1944	(81.67)	718.42	
Miscl. 1943		10.16	37147.73
Operating Expenses Mine No. 2			
Day Labor 1942	883.10		
1943	1110.40	1993.50	
Mine Labor 1942		2317.74	
Foremen etc. 1942		1407.56	
Repairs 1942		81.48	
Insurance 1942		165.63	
Supplies 1942	75.06		
1943	89.68	164.74	
Engineering 1942		9.20	
Taxes 1942		55.45	
Power 1942		6.12	6201.42
Operating Expenses Carnwath #1			
Day Labor 1942		674.60	
Mine Labor 1942		433.27	
Foremen etc. 1942		415.01	
Repairs 1942		203.42	
Insurance 1942		106.61	
Supplies 1942		111.58	
Engineering 1942		3.00	1947.49
Operating Expenses Carnwath #2			
Day Labor 1942		1751.47	
Mine Labor 1942		251.94	
Insurance 1942		85.09	
Supplies 1942		2.16	
Engineering 1942		18.75	2109.35
Operating Expenses Carnwath #4			
Day Labor 1943		1134.99	
Mine Labor 1943	2247.51		
1944	36.31	2283.82	
Foremen etc. 1943	267.17		
1944	8.30	275.47	
Insurance 1943		204.95	
Supplies 1943		110.16	
Royalty 1944		120.00	4129.23
Operating Expenses Carnwath #5			
Mine Labor 1943			44.59
Loss on sale of Chinese Nu Kuang Railway Bonds	1934		4750.16
Loss on sale of 238 shares Kellogg Switchboard & Mfg. Co. Common Stock	1945		2770.83
Loss on sale of F.J. Dohner Property	1937		2729.82
Receivers Fees	1944		1000.00
Interest accrued on First Mortgage Bonds (See Contra)			
To December 31, 1945		52964.94	
1946		300.00	53264.94
Interest paid & accrued on Notes Payable			
To December 31, 1945		2404.96	
1946		1214.08	2525.04
Interest paid on Receivers Certificate			
1942	45.00		
1943	590.00		
1944	87.50		722.50
Depreciation of Equipment			
1942	2500.00		
1943	1200.00		
1944	1200.00		
1945	1200.00		6100.00
Depletion Charges 1945			2734.00
Investments charged off as worthless			
Anthracite Production Co.		5000.00	
Governed Coal Co.		2470.06	
Texas Oil Lands		6362.44	
Boardman Coal Co. of Hartford		23549.00	
H.C. Markham Construction Co.		44614.00	82195.50
Notes Receivable charged off as Uncollectable			
Boardman Coal Co. of Hartford		48869.00	
H.J. Patton		1000.00	
Address Trading Co.		1976.05	78445.05
To set up Reserve for Bad Debts			5208.90

Continued on Page 6

12	Erdman Hosiery Mills		Curwensville Water Co
26	Erdman Hosiery Mills		William Barr et al
354	Edinglon	Alexander	County Natl Bank of Clearfield

E

Continued from Page "D" No. 4 May Term 1932 - Potts Run Coal Company.

Uncollectable Accounts Receivable charged off		
Peerless Trading Co.	5558.38	
C.M. Kerr	1584.01	
Uncollectable Rents	1103.66	
C.V. Hughes et al	2848.00	11094.05
Paid to Collector of Internal Revenue		
for Income Taxes prior to Receivership		
1935	50.00	
1939	253.66	303.66
Sales Allowances 1941		42.34
Petty Cash Expenditures 1941		84.08
Net Book Value of Assets less liabilities		
August 31, 1946		670401.94
		$ 1310888.30

Potts Run Coal Company - Receivers
Balance Sheet August 31, 1946.

Assets

Fixed Assets		
Net Book Value February 24, 1932		545265.17
Adds Equipment Purchased		1866.62
Deduct: Equipment Sold	14612.00	547131.79
Salvaged value of lumber sold from uninhabitable and collapsed houses	3603.00	
Pholnix Assurance Co, Ltd. Fire Loss Quico 3/3/32	950.00	
Depletion charged	2734.85	
Depreciation charged	6100.00	27999.85
Net Book Value August 31, 1946		519131.94
Current Assets		
Cash in Bank Re:		
County National	24458.36	
Clearfield Trust Co.	6050.27	
Curwensville State	2496.37	
	33004.94	
Accounts Receivable		
Customers	12994.77	
Notes Receivable (N.J. Patton face value $10000)	1.00	46000.71
Boardman Coal Mining Co.		
Note secured by Mortgage	25000.00	
Advances from Potts Run Coal Co. & accrued Interest on Mtge.	41933.68	66933.68
Investments:		
50 Chinese Hu Kuang Railway Bonds	288731	
1553 shares Commonwealth Coke Co	155300.00	158187.31
Prepaid Royalty		
Nannie E. Fulford Est.	6048.31	
May Bell & A.L. Hagerty	2141.11	
Lilian & R.L. Williams	2140.73	
Josephine & H.D. McKeehan	2140.74	
John M. Chase Est.	3000.00	15471.32
Deferred charges		75.00
Total		$ 805799.96

Potts Run Coal Company - Receivers
Balance Sheet August 31, 1946

Liabilities

Fixed Liabilities			
First Mortgage 5% Bonds due 1952			
Outstanding Feb. 24, 1932		85000.00	
Cash Paid for Redemption	$600.50		
Discount on $6000 reacquired	6399.50	76000.00	9000.00
Outstanding August 31, 1946			
Current Liabilities			
Notes Payable			
Pa. Electric Co	4990.43		
Clearfield Trust Co.	4078.51		
Mahannon Smithing Coal Co.	8275.00	17343.94	
Accounts payable			
Prior to February 24, 1932		2456.41	
Current		29182.24	
Accrued Salaries & Wages			
Prior to February 24, 1932		18054.07	
Current		677.09	67713.75
Accrued Liabilities			
Interest on Outstanding Bonds		7687.50	
Interest on Notes Payable		224[illegible]88	
Royalties		29922.87	37157.55
Reserve for Taxes		2500.00	37157.55
Reserve for Bad Debts		449.89	949.89
Commonwealth Coal & Coke Co. (affiliate)			
Advances from Potts Run Coal Company			20576.83
Total Liabilities			135398.02
Net Worth			670401.94
Total			$ 805799.96

In compliance with order of the Court dated October 17, 1946, the following list of Creditors of Potts Run Coal Company as of August 31, 1946, is respectfully submitted:

Holders of Potts Run Coal Co. 5% Bonds due 1952, outstanding insofar as is known to the Receivers:	face value	
George A. Rogers & Co, Inc.	$ 4000.00	
42 Broadway, New York City		
Mr. Harry N. Zeisler	1000.00	
Chambersburg, Pa.		
B.F. Waterbury Company	3000.00	
25 Broad St, New York City		
Holder, unknown	1000.00	$ 9000.00
Notes Payable: (Principal Amount)		
Penna. Electric Co, Clearfield, Pa.	4990.43	
Clearfield Trust Co, Clearfield, Pa.	4078.51	
McShannon Smithing Coal Co, Clfd, Pa.	8275.00	17343.94
Accounts Payable - Prior to Receivership		
Bush, Geo. M., Williamsport, Pa.	4.00	
	16	
Black Diamond, Chicago, Ill.	10.00	
Bell Telephone Co, Clearfield, Pa.	7.30	
Clearfield Hospital, Clearfield, Pa.	187.51	
Clearfield Trust Co, Clearfield, Pa.	10.00	
Cassler, Harry, Curwensville, Pa.	4.70	
Clearfield Hardware Co, Clearfield, Pa.	122.93	
* Central Pa. Coal Prod. Assn. Altoona	42.00	
Clearfield Republican, Clearfield, Pa.	5.00	
Electric Supply Co., Clearfield, Pa.	224.87	
Hess, John C. Co., Clearfield, Pa.	13.16	
Hembold & Stewart, Clearfield, Pa.	16.00	
Harris Pump & Supply Co, Pittsburgh, Pa.	38.17	
Jeffrey Mfg. Co., Columbus, Ohio	2.15	
* Jones, Walter, Altoona, Pa.	66.08	
Kurtz Stationery Store, Clearfield, Pa.	1.00	
Market St. Auto Sales, Clearfield, Pa.	154.38	
Moore, Hilson & Harding Inc. Clearfield	158.49	
Pa. Electric Co., Clearfield, Pa.	1151.56	
Penna. Ry. Co, Clearfield, Pa.	179.04	
Raftsmans Journal, Clearfield, Pa.	6.96	
Somers, Fetter & Todd, Pittsburgh, Pa.	.52	
* Frey, John (Personal), Clearfield, Pa.	40.50	
Western Union Tel. Co, Clearfield, Pa.	10.21	2456.41
* These amounts should be charged off as settled.		
Accounts Payable - Current		
Cooler & Dotson, Madera, Pa.	5623.14	
Roy Jordan, Rumley, Pa.	1741.87	
George Kline, Madera, Pa.	67.59	
Allan Gulich, Madera, Pa.	7945.71	
Norman Mosley, Madera, Pa.	928.39	
Opalinsky & Kovenshock, Madera, Pa.	1232.13	
Hamilton & Isaacs, New Millport, Pa.	843.34	
Earl Hawe, New Millport, Pa.	214.50	
Williams Coal Co, Irvona, Pa.	7504.99	
F.B. Kerr advances, etc.	2242.70	
D. Clark Barnett, Olanta, Pa.	11.13	
Coal Operators Casualty Co, Greensburg, Pa.	126.57	
Duffton Hardware Co, Clearfield, Pa.	4.85	
Office Rent, J. Lewis Iverson	60.00	
Mid State Elec. Eng. Co, Ascola Mills, Pa.	175.15	
Bell Telephone Co, Clearfield, Pa.	7.46	
E.L. Peterson Co, Clearfield, Pa.	195.02	
Penna. Electric Co, Clearfield, Pa.	22.76	
Central Roofing Co Clearfield, Pa.	235.00	* 29182.24
Accrued Salaries & Wages - Prior to Receivership		
* Misc Payrolls	2262.07	
Kerr, Frederick B.	14817.00	
Lennox, George	750.00	
Neber, G. A. (Deceased)	225.00	18054.07
* Practically all of this item has been liquidated through rental offsets & purchases in a store company owned by Potts Run Coal Co. Outstanding wages would not exceed $500.00		
Accrued Salaries & Wages - Current		
Payroll August 16 to 31, 1946 since paid in full		677.09
* All paid with exception of F.B. Kerr.		

Nov. 27, 1946, Exceptions of May Bell Hagerty, Josephine McKeehan and Lillian Williams, joint Lessors, to First and Partial Account of Frederick B. Kerr & Edward J. Kelley, Receivers for Potts Run Coal Company filed. Now Dec. 11, 1946, service accepted. Edward J. Kelley, atty for Receivers Next Page

104	Fleyum	John M.		J. H. Canty
148	Fox	Vern		Pearl Fox Yacubucci
176	Ferguson	Ralph L. et al		County Natl Bank of Clfd
150	Finberg	Morris et al		Mrs Ostella Johnston
	Fancey,	H. L. et al	194	County National Bank of Clearfield
	Firish Natl Bank	Irvona	212	Mahaffey Natl Bank

Continued from Page E.—Frederick B. Kerr vs Potts Run Coal Co.

Jan. 7. 1947. Petition of The Clearfield Trust Co. praying that the First and Partial Account of Frederick B. Kerr + Edward T. Kelley, Receivers, may be referred to an Auditor, to be appointed by the Court.

Now. Jan. 6. 1947. Service accepted. Edward T. Kelley, atty for Receivers

Jan. 7. 1947. Motion of Canty + Silberblatt. attys for May Bell Hegarty, Josephine McKeehan and Lillian Williams, Exceptants, for appointment of an Auditor.

Order:—Now. January 7. 1947, an Account having been filed in the above receivership, and the Clearfield Trust Company having filed a request for the appointment of an Auditor to determine the number and amount of First Mortgage Bonds of the Potts Run Land Company now outstanding, and the number of said Bonds held by the Receivers; also that the Auditor be authorized and directed to determine the tonnage produced from said properties during the term of the mortgage, and the amount to be allotted to the sinking fund under the terms and provisions of said mortgage; as well as what sums had been received from the sale of real or personal property, or other sums in the hands of the Receivers which should be allocated to the retirement of said bonds; and what bonds in the hands of the Receivers; and what notes should be paid to the Clearfield Trust Company in retirement of said mortgage.

Exceptions having likewise been filed to said Account by Mae Bell Hegarty, Josephine McKeehan, and Lillian Williams.

John M. Urey, Esq., is appointed Auditor to pass upon the questions raised in the exceptions filed on behalf of Mae Bell Hegarty, Josephine McKeehan and Lillian Williams; and on the questions filed in the petition of the Clearfield Trust Compa

It is further appearing to the Court that the Receivers appointment was a temporary one and has not been renewed, the Auditor is directed to report to the Court on the present Status of the Receivership and recommend what action should be taken by the Court, first as to whether the Receivers should be reappointed, if so, for what period; or if the Receivership should

(See next Page)

Cont'd from Page "F" - Re: #4 May Term 1932 - Potts Run Coal Company.

be terminated, in what manner By the Court, F. Carter Bell, Pres. Judge

June 5, 1947 Petitions of Receivers and Order of Court filed.

Now this 5th day of June, 1947, on consideration of the Petition of the Receivers of the Potts Run Coal Mining Co., which Petition is joined in by the three principal creditors of the Potts Run Coal Mining Co., John M. Urey, Esq. is directed to withold the presentation of his Auditor's Report scheduled for June 9, 1947 until the 23rd day of June 1947. By the Court, F. Carter Bell, President Judge.

"I have no objection to the postponement to June 23, 1947 of presentation of my report." John M. Urey, Auditor.

June 20, 1947, by paper filed, Harry Boulton, Attorney, enters his appearance as Attorney for Fred B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company.

June 20, 1947, by paper filed, Harold J. Boulton, Attorney, enters his appearance as Attorney for the Potts Run Coal Company and Fred B. Kerr and Lewis J. Irwin, stock-holders of all the outstanding capital stock of the Company.

June 23, 1947, by paper filed, Harold J Boulton, Attorney, enters his appearance as Attorney for the undersigned in the above stated Cause, and Cooperate with all persons in interest for effecting the reorganization of the Potts Run Coal Company as per plan reported by John M. Urey, Esq. Auditor, Potts Run Coal Co. by Frederick B. Kerr, President, Walter B. Kerr, Frederick B. Kerr, J. Lewis Irwin, Holders of all the outstanding capital stock of Potts Run Coal Company.

June 23, 1947, by paper filed, Harry Boulton, Attorney, enters his appearance as Attorney for in the above stated Cause, and Cooperate affirmatively in the effecting of plan of re-organization for Potts Run Coal Company according to a suggested plan of reorganization presently filed with John M. Urey, Esq., Auditor, and expected to be reported by him to the Court for Confirmation; Frederick B. Kerr, Edward T. Kelley, Receivers of the Potts Run Coal Company.

June 24, 1947, Testimony taken at Auditor's Hearings filed.

June 24, 1947, Auditor's Report, Findings of Fact, Recommendations, etc. filed.

Balance Sheet April 28, 1947

Current				
Cash in Banks				
Clearfield Trust Co.	22288.59			
County Natl Bank at Clfd	33008.44			
Curwensville State Bank	2474.21		57771.24	
Accounts Receivable (Schedule A)			40211.42	
			~~97782.66~~	97982.66
Total Current Assets			Net	
Prepaid Royalty		Prepaid	Accrued	Prepayment
Lessor				
Mary Bell & A. L. Hegarty, etal		13799.95	13167.27	632.68
John M. Chase Estate		3000.00	1445.84	1554.16	2186.84
Boardman Coal Mining Co. Note secured by Mortgage				25000.00	
Interest accrued				18125.00	
Advances - Net				25499.85	68624.85
Notes Receivable - H. J. Patton					10000.	1.00
Investments					
50 Chenise Fu Kiang Railroad Bonds				2887.31	
1553 Shares Commonwealth Coal & Coke Co				155300.00	158187.31
Fixed Assets				
Mine Property		616000.00		
Plant		32105.52		
Development		21142.67		
Mine Equipment		5074.27		
Buildings		91894.35	811216.81	
Less: Reserve for Depletion & Depreciation			292904.87	518311.94
Total				845294.60

Cont to Page "G"

62	Garbinisky	Peter, et al		Joseph Dzendzera
92	Gray	Lesley		Mrs. Florence Salada, et al
106	Gearhart Lumber & Seyfert Co			Earl F. Gearhart, appt Receiver
170	Greco	Rocco		Clarence Rio
188	Gearhart	Samuel		John G. Anderson et al
204	Gallagher	W. R.		Charles B. Danvir
301	Gill	Henry		Joseph Lomire
	Gatehouse, J. Clifton, et al, Co. Comm'rs		318	H. F. Owens
	Gatehouse, J. Clifton, et al, Co. Commissioners		320	H. C. Hanna
	Gatehouse, J. Clifton, " " Co. Commissioners		322	Clara E. Bradbury
	Gatehouse, J. Clifton et al, Co. Commissioners		324	Curry Hurd
	Gatehouse, J. Clifton et al, Co. Commissioners		326	Wilbur Stonebraker
	Gatehouse, J. Clifton et al, Co. Commissioners		328	Roy Albert
	Gatehouse, J. Clifton et al, Co. Commissioners		330	William E. Washburn
	Gatehouse, J. Clifton et al, Co. Commissioners		332	William McCracken
	Cont'd from Page "F" In re: Patts Run Coal Co			#4 May Term 1932

Liabilities

			Prior to Receivership	Since Receivership
Current:				
Notes Payable	Principal	accrued interest		
Penna Electric Co.	4990.43	4567.91		
Clearfield Trust Co.	8260.77	1881.07		
Mashannon Smithing Coal Co.	8275.00	4881.51		
	21526.20	11320.49	21526.20	11320.49
Accounts Payable - prior to Receivership		(Schedule B.)	1660.01	
Accounts Payable - Current		(Schedule C)		44986.91
Accrued Salaries & Wages		(Schedule D)	16292.00	813.60
Accrued Bond Interest			1155.00	6830.00
			40633.21	63961.00
Total Current Liabilities				104594.21
First Mortgage Bond 5% due 1952, Outstanding				9000.00
Real Estate Agreements				712.70
Reserve for Taxes				600.00
Reserve for Bad Debts				449.89
Commonwealth Coal & Coke Co (affiliate) Advances				20576.83
Net Worth (Assets at Book Value, less Liabilities)				709460.97
Total				845294.60
Schedule A -- Accounts Receivable				
United Eastern Coal Sales Corporation			32290.78	
Consolidated Brick Co., Horseheads, N.Y.			1276.67	
West Freedom Coal Company			4330.37	
Coal in Transit, Shipped April 28, 1947 estimated 600 Tons pending receipt of weights from Railroad Co.			2313.66	40211.42
Schedule B -- Accounts Payable - Prior to Receivership				
Bush, George M.	Williamsport, Pa		4.00	
Black, Diamond	Chicago, Ill		10.00	
Bell Telephone Co.	Clearfield, Pa		18.23	
Clearfield Hospital	Clearfield, Pa		187.51	
Clearfield Trust Co	Clearfield, Pa		10.00	
Cassler, Harry	Clearfield, Pa		4.70	
Clearfield Hardware Co.	Clearfield, Pa		122.93	
Clearfield Republican	Clearfield, Pa		5.00	
Electric Supply Co.	Clearfield, Pa		119.00	
Hess, John E. & Co.	Clearfield, Pa.		13.10	
Hembold & Stewart	Clearfield, Pa		16.00	
Harris Pump & Supply Co.	Pittsburgh, Pa		38.17	
Jeffrey Manufacturing Co.	Columbus, Ohio		2.15	
Kurtz Stationery Store	Clearfield, Pa		1.00	
Market St. Auto Sales Co.	Clearfield, Pa.		154.38	
Moore, Wilson & Reading Inc.	Clearfield, Pa.		158.49	
Pennsylvania Electric Co.	Clearfield, Pa		598.68	
Pennsylvania Railroad Co.	Clearfield, Pa.		179.04	
Raftsman Journal	Clearfield, Pa		6.90	
Somers, Fitler and Todd	Pittsburgh, Pa		.52	
Western Union Telegraph Co.	Clearfield, Pa		10.21	1660.01

Cont to next page.

Cont from Page "G" Frederick B. Kerr vs Patts Run Coal Co. No 4 May T 1932

Schedule C. Accounts Payable - Current

Contractors and Strippers

Williams Coal Co		8724.34	
Edward A. Taylor		9826.34	
Pooley and Baron		2295.72	
Ray Jordan		610.64	
Allen Gulich		7795.44	
Dowalcyk Bros.		2400.84	
Opalinsky and Konivchak		808.66	
Daniel Mosley		299.86	
Hamilton and Frasco		998.54	
Earl Howe		621.23	
J. Carl Mark		2433.30	
Charles, James & Fred Norman Murraick		1122.58	
George Kline		307.21	
Donald Kaye		118.23	
Estimated Cost of Coal in transit		307.88	
Coal Operators Casualty Co.		2004.00	40684.86
Penna Electric Company			79.51
Walter Hopkins			1295.09
F.B. Kerr, advances			250.00
F.B. Kerr, Trustee			1450.00
			1227.45 44986.91

Schedule D Accrued Salaries and Wages Prior to Receivership

Mine Payrolls (details not available)	500.00	
George Kennon	750.00	
G.A. Ikeber deceased	225.00	
Frederick B. Kerr	14817.00	16292.00
Current Payroll - Estimated		813.60

I have examined the books and records of the Receivers of Patts Run Coal Company. Fixed Assets are shown at book values, without regard to appraised or realizable values. Liabilities do not include the cost of current proceedings in the Court nor any allowance for Receivers fees. Receivables and Payables have not been fully verified in the customary manner due to insufficient time since closing date. It is believed, however, that the foregoing Balance Sheet fairly sets forth the current position of the Receivership as of April 28, 1947 from all information available at this time.

Clearfield Pa. May 5, 1947 Walter Hopkins

June 24, 1947 Decree filed.

1. The report of the Auditor, John M. Urey, Esquire, is approved and confirmed in its statement of facts and findings 2. The powers of Frederick B. Kerr and Edward T. Kelley, Esquire, are extended for a period not exceeding sixty (60) days from this date. 3. The reorganization plan for the defendant filed with the Auditor report is approved. 4. The defendant Corporation is authorized to hold special meetings of its stockholders and directors for the purpose of perfecting its official organization and authorizing the mortgage of its property and franchises required by the plan of reorganization and it is authorized to make, execute and deliver to the Receivers Custody of a mortgage to be dated June 1, 1947, by and from the defendant corporation to the Clearfield Trust Company, Trustee, and the bonds to be secured by said mortgage, according to the terms and plan of said reorganization; and upon delivery of such mortgage and bonds to the custody of the Receivers they shall cause the mortgage to be duly recorded and pay out from the cash in their hands the cash requirements of said plan of reorganization to the persons and corporations entitled as set forth therein, and deliver to the persons and corporations entitled the bonds secured by the mortgage aforesaid; and for the amounts set forth in the plan of reorganization. Upon effecting and completing the plan of reorganization as aforesaid, the Receivers are authorized and empowered to pay over and deliver to the defendant corporation, Patts Run Coal Company, the balance of

Continued to page "H"

26	Hipps.	W. A., et al	William Barr, et al
58	Hepfer.	Adeline, Louisa & Samuel C.	DuBois National Bank
198	Hartswick	Howard B. et al	County Natl Bank of Clearfield
202	Hoover	Leslie Z.	County Natl Bank of Clearfield
236	Hamm	Geo. Wm & Harry	Emanuel Lances
288	Hummel	Lettie	Harbison-Walker Ref Co
312	Haley	Hannah et al	John Alexander

H

Cont'd from Page "G" Frederick B Kerr vs Patts Run Coal Co #4 May T 1932

all monies in their hands and deliver all property of the corporation, Patts Run Coal Company, to it, taking its receipt and acknowledgment for all such monies and delivery of all property, books and papers of the corporation in their hands to the defendant, Patts Run Coal Company. 5th The Receivers shall promptly make return to the Court of the conclusion of the carrying out of the plan of reorganization and if the same is not effected and carried out within thirty days from the date of this decree the Court reserves the power to make further order and decree in the premises based upon the recommendations of the Auditor in the first part of this report substantially to the effect that a new Receiver be appointed for the Patts Run Coal Company with directions to proceed with the liquidation of the assets of the Company without delay or as the Court may deem just and reasonable upon further hearing and consideration. By the Court. F. Cortez Bell, P.J.

June 24, 1947, Plan of Reorganization and Supplemental Report of Auditor, John M. Urey, filed

Now June 24, 1947, this report and recommendation is approved. Any exceptions to be filed within 10 days. F. Cortez Bell, P.J.

June 24, 1947 Petition of James K. Nevling and William T. Davis attys for attys fees and Order of Court filed. Order And Now, this 24th day of June, 1947, the foregoing petition having been referred to the Court by John M. Urey, Esq., Auditor in the above entitled matter, and having been read and considered, It is Ordered and Decreed that the fees of the Law Firm Nevling and Davis in the amount of $200.00 for services rendered in proceedings before the aforesaid Auditor on behalf of the Clearfield Trust Company, trustee and mortgagee, under mortgage of the Patts Run Land Company, be paid by Frederick B. Kerr and Edward T. Kelley, Receivers of the Patts Run Coal Company, out of the funds of the Receivership as an expense of the Receivership.

By the Court, F. Cortez Bell, President Judge.

July 23, 1947, Receivers Reorganization Return filed.

Accounts paid by Frederick B. Kerr and Edward T. Kelley, Receivers, in compliance with the Reorganization plan for which receipts are held by the Receivers.

Clearfield Trust Company	Bonds	7500	Cash	2687.27
Pennsylvania Electric Company	"	7000	"	2584.88
Moshannon Smithing Coal Company	"	9500		3701.93
F. B. Kerr	"	16000	"	1922.93

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Accounts Payable Prior List

George M. Bush (Receipt not returned)	4.00
Black Diamond	10.00
Bell Telephone Company	18.23
Clearfield Hospital	187.51
Clearfield Trust Company	10.00
Harry Cassler	4.70
Clearfield Hardware Company	122.95
Clearfield Republican	5.00
Electric Supply Company	119.00
John C. Kess & Company	13.10
Hemhold & Stewart	16.00
Harris Pump & Supply Company	38.17
Jeffrey Mfg. Co.	2.15
Hurtz Stationery Store	1.00
Market St. Auto Sales Company	154.38
Moore, Hilsaw & Reading Inc.	158.49
Pennsylvania Electric Co.	598.68
Pennsylvania Railroad Co.	179.04
Raftsman's Journal	6.90
Sowers, Filler & Todd	.52
Western Union Telegraph Co.	10.21

Accounts Payable Current

all Current accounts Payable (Receipts not taken)	4986.91
George Lennox	750.00
G. A. Weber Estate	225.00
Clfd Trust Co. (Pay old bonds & interest)	17100.00
Boardman Coal Mining Co.	8832.63
Pentz & Silberblatt, attys for Hagerty, McKeehan and Williams	5000.00
Nepling & Davis attorneys	200.00
Walter Hopkins	225.00
John M. Urey, Auditor	577.50
Moore, Hilsby and Reading	190.00
Edward T. Kelley, Receiver	6000.00

Frederick B. Kerr, Edward T. Kelley
Receivers

July 23. 1947, Final Decree filed.

Now. July 23. 1947. the reorganization return of Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Company having been presented and it appearing from the said return that in compliance with a decree of This Court made the 23rd day of June, 1947, that the Potts Run Coal Company, as above Aug. 25. 1947. Receipt of Potts Run Coal Co filed

Now. July 23. 1947, the undersigned Potts Run Coal Company acknowledged to have received from Frederick B. Kerr and Edward T. Kelley, Receivers of Potts Run Coal Company appointed in the above action, the balance of all money and delivery of all property, books, papers and evidences belonging to the Potts Run Coal

top of page

Company heretofore in their possession as Receivers of said Company.

Witness the corporate seal of Potts Run Coal Company attested by its proper officers.

Potts Run Coal Company.

By Frederick B. Kerr, President

Attest: J. Lewis Irwin, Secretary

Final Decree

Defendant above named, made, executed, and delivered to the Receivers a Mortgage dated June 1. 1947, to Clearfield Trust Company, Trustee, upon all its corporate assets as therein described, securing Forty Thousand ($40,000.00) Dollars of its Corporate bonds, which were also executed and delivered to the Receivers, and said mortgage has been duly recorded;

That the bonds secured by the Mortgage have been delivered to the respective Creditors entitled to the same under the plan of reorganization filed in this Court and approved the 24th day of June 1947. and that the Creditors listed in said Reorganization plan have been paid by the Receivers the cash respectfully due them as shown by the reorganization plan;

That the Receivers are able and ready to pay over and deliver to the Potts Run Coal Company the balance of all monies in their hands and deliver all property of the Corporation of Potts Run Coal Co to the said Company;

That the Receivers have made a proper return to this Court of the conclusions of the carrying out of the plan of reorganization as required by the said Order of Court dated June 23. 1947.

July 23. 1947. Final Decree: Now. Therefore upon Motion of Harry Boulton, atty. for Frederick B. Kerr & Edward T. Kelley, Receivers, it is Decreed:

That the Report and Return of Frederick B. Kerr & Edward T. Kelley, Receivers of the Potts Run Coal Company, is approved,

That Frederick B. Kerr and Edward T. Kelley, Receivers of the Potts Run Coal Co. pay and deliver to Potts Run Coal Co. all balance of monies in their hands and deliver all property, books and papers of the Potts Run Coal Co to it

That the Receivership be and is hereby dissolved,

That Frederick B. Kerr and Edward T. Kelley, Receiver of the Potts Run Coal Company, be and are hereby discharged.

That the Prothonotary of the Court of Common Pleas of Clearfield County, Pa, be and is hereby authorized to mark the said action begun to No. 4 May Term, 1932, in Equity, by Frederick B. Kerr against Potts Run Coal Company discontinued of record on payment of Costs. By the Court

F. Cortez Bell, P.J.

August 31. 1947, Costs paid and action Discontinued. Marie D. McFadden, Clk

Loss by Conversion of Assets:

Mortgage on Cecil T. Wilson property at 118 S. Second St. & property at corner of 2nd & Locust Sts., Clearfield Borough $20,000.00

1935
Oct. 8 Net proceeds recd. from sale of Wilson property at Cor. 2d & Locust Sts $7,340.00

1946
Feb. 2 Net proceeds recd. from sale of Wilson property at 118 S. Second St. 10,000.00 17,340.00 $2,660.00

Real Estate - 118 S. Second St. nominal value Property 1.00

Property sold to Clifford Senior et ux chged off 0.00 1.00

Total Principal Credits $4,947.67

Distributions made May 8, 1935 to Certificate holders 6,084.00

Balance for Distribution 8,969.33

$20,001.00

Income Account

The Accountant Charges Itself:

Real Estate:

Rent for ½ Garage on Wilson property received from L.C. & Mrs. L.C. Guyzy - 5/28/35 to 4/28/36 - 11 months @ $2.00 per month $ 22.00

Rent from 5/1/36 to 9/1/36 for ½ Garage on Wilson property recd from S.F. Menzer 4 months @ $2.00 per month 8.00

Rent for ½ Garage on Wilson property recd from C.A. Amstadt from 12/1/34 to 12/1/41 - 84 months @ $2.00 per month. 168.00

Rent for ½ Garage on Wilson property recd from H.E. Coons from 10/1/36 to 12/10/37 - 14 months @ $2.00 per month. 28.67

Rent for ½ Garage on Wilson property recd from Grace McClemet from 11/2/39 to 2/2/34 2.50

Rent for ½ Garage on Wilson property recd from E.M. Henry from 1/5/40 to 3/5/41 14 months @ $2.00 per month. 28.00

Rent for ½ Garage on Wilson property recd from Wilma Meiss from 9/1/41 to 1/1/42 - 4 months @ $2.00 per month. 8.00

Rent for ½ Garage on Wilson property recd from H.A. Gutteron from 1/1/42 to 4/1/42 - 3 months @ $2.00 per month. 6.00

Rent from Wilson property recd from Clifford Senior et ux from 10/1/43 to 2/1/46 - 28 months @ $65.00 per month $1,820.00

Rent from 2/1/46 to 2/20/46 44.00 1,864.00

1946

May 7 - Moore, Wilson & Co - return premium on liability insurance cancelled on property at 118 S. Second St. 12.14

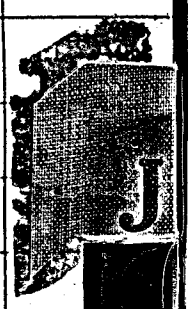
May 21 Clifford S. Senior - Fire Insurance premium from 2/28/46 to 1/9/49 59.60

$82,206.41

Continued on "J" Page

	The Accountant Credits Itself:			
	Miscellaneous:			
1936 June 9	Reserve Account for Taxes - 1936 Co. Pers. Prop. Tax	$ 9.18		
1937 Feb. 15	Reserve Account for Taxes - 1937 Pers. Prop. Tax	36.73		
July 29	Reserve Account for Taxes - 1937 Co. Pers. Prop. Tax	34.88	$	80.79
	Real Estate:			
1936 Dec. 14	A. E. Parrish - mowing lawn, raking leaves, etc. from 4/17/36 to 11/6/36 at Nilson property	18.95		
1937 Jan. 29	Helmbold & Stewart - residence liability ins. for 1 year	5.75		
Sept. 14	Mason Russell - work done at Nilson property	.50		
1938 Jan. 27	Helmbold & Stewart - liability ins. premium on residence	5.75		
May 12	L. G. Darr - Reg. & Rec. - Filing Assgnt, Bonds, etc.	2.50		
June 2	Moore, Nilson & Reading - on acct. of premium on ins. policy	15.00		
May 23	Moore, Nilson & Co. - ins. premium on property 116 S. 2nd St. in part	37.93		
1940 Apr. 18	Helmboldt & Stewart - premium on residence liability insurance for one year	5.60		
June 29	Ed. L. Shirey & Son - lumber for repairs at Nilson property 9/20/39	6.97		
July 8	Moore, Nilson & Co. - on acct. premium on fire ins. policy on 116 S. Second St.	17.43		
Nov. 25	Moore, Nilson & Co. - premium on insurance policy	10.00		
Dec. 13	Lynn Henry - shoveling walk, Nilson property	2.00		
1941 Mar. 6	Sterling Roofing Co. - repairs at 116 S. Second St.	13.45		
Mar. 6	Ashley Rishel - carpentry repairs at 116 S. Second St.	7.80		
May 13	Helmboldt & Stewart - premium on Travelers residence liability insurance policy	5.60		
1941 July 16	Lynn Henry - shoveling walks at Nilson property	5.00		
1942 Jan. 26	Helmbold & Stewart - premium on insurance policy	5.60		
1943 May 17	Moore Nilson & Co. - on acct. premium on Fire Ins.	24.55		
Oct. 8	Moore, Nilson & Co. - balance due on insurance prem.	2.95		
Oct. 9	Moore, Nilson & Co. - balance due for ins. premium on liability ins. policy on Nilson property	5.60		
Oct. 22	Smith & Marie, Attys. - conferences with E. M. Henry & Clifford Lemon concerning proposed lease of Nilson property 3/23/42	10.00		
Nov. 15	Smith & Marie, Attys. - chec. to Clfd. Co. Re: Tax sale Nilson property	$ 32.00		
	Bidding in property	25.00	57.00	
Jan. 29 1941	Helmbold & Stewart - premium on liability ins.		5.60	
Aug. 10	Laura B. Frank, Collector - 1944 Taxes		289.17	
Sept. 14	Clearfield Co. Treasurer - 1943 taxes paid in full		327.01	

Continued on 3rd Page


J

90	Kalan	Paul		Rev. John Bachnack et ux
178	Kitko	Andro et al		Paul Kitko, et al
346	Knapper	William H.		Bird Coal Company
358	Kavalchuck	Nick et al		Kiley Coal Co.
382	Kohler	H. M.		Elizabeth Conrad

K

June 5. 1947

Cont'd from page "A" In re: Receivership of Boardman Coal Mining Co Nos May T 1932

Petition is joined in by the Creditor principally interested in the assets of the Boardman Coal Mining Company and who have proved his claim before the Auditor, the Auditor, John Urey, is directed to postpone his presentation of his report from the 9th day of June and present the same on the 23rd of June, 1947. By the Court, F. Cortez Bell, P.J.

Delay in presentation of report agreed to. John M. Urey, Auditor.

July 23, 1947, Decree filed: Now July 23, 1947, upon motion by Harry Boulton, Esq. Attorney for Frederick B Kerr and Edward T. Kelley, Esq., Receivers of Boardman Coal Mining Company, and it being made to appear to the Court that reorganization of the Potts Run Coal Company has been successfully completed in accordance with a decree of the Court in the receivership proceedings of that Company, and that all parties in interest are agreed upon this order and decree in the above stated case, it is hereby ordered and decreed that Frederick B. Kerr be and is hereby appointed sole Receiver of Boardman Coal Mining Company, prior appointments having lapsed, and the said Frederick B. Kerr is authorized and directed to proceed with and complete by the first Monday of September, A. D. 1947, a settlement with the creditors and plan of reorganization of Boardman Coal Mining Company and make return thereof to this Court. By the Court, F. Cortez Bell, President Judge.

Sept. 2. 1947. Auditors Report and Auditors Supplemental Report filed, recommending that Frederick B. Kerr & Edward T. Kelley, acting receiver be ordered and directed to deliver to the new receiver, when qualified all the assets of the Boardman Coal Mining Company now in their possession and control, and recommend that the original report in this case be approved by the Court. John M. Urey, Auditor.

Sept. 11. 1947. the undersigned Boardman Coal Mining Company acknowledges to have received from Frederick B. Kerr, Receiver of Boardman Coal Mining Company, appointed in the above action, the balance of all money and the delivery of all property books, papers and evidences belonging to the Boardman Coal Mining Company heretofore in possession of Frederick B. Kerr as Receiver of Boardman Coal Mining Company.

Frederick B. Kerr, Pres. Boardman Coal Mining Company.

Sept 11. 1948. Affidavit of service of Paul Null filed

Sept 2. 1947. Return of Receiver and Petition for Discharge of Receiver and Decree of Court filed

Decree: Now, Sept 2. 1948, the within return of Col. Frederick B. Kerr, Receiver of Boardman Coal Mining Company, is approved Ni. Si. and absolutely if exceptions be not filed on or before September 8. 1947; if no exceptions are filed and confirmation absolute is made, the prayer of the petition for dissolution of the Receivership and discharge of Col. Frederick B Kerr

Cont'd on letter L.

2	Lansberry	A B		Richard Lansberry
74	Lansberry	A. B., et al		Clair V. Fink, et al.
252	Lott, Chas. D. + Fred J Brown et al Trustees			Alice G. Hobson
286	Lenjowski,	Tony et al		Frank Trusinsky
336	Lewis,	C. J. and Edna M.		H. M. & Ted A. Dale
338	Lansberry	A. B.		Fannie S. Fulford

Contd from next page - Frederick B. Kerr vs Boardman Coal Mining Company (In Equity)

#5 May Term, 1932

Copy thereof filed in the office of the Prothonotary and it appearing further that Paul Bull, Ramey, Pennsylvania, the other party named in the said Decree has received notice as shown by an affidavit of the mailing of the said notice to him, it is ordered and decreed that:

(a) Frederick B. Kerr be and is hereby authorized to deliver to Boardman Coal Mining Company all property, monies, books and papers of the Corporation in his possession;

(b) That the Receivership be and is hereby dissolved;

(C) That Frederick B. Kerr, Receiver of the Boardman Coal Mining Company be and is hereby discharged;

(d) That the Prothonotary of the Court of Common Pleas of Clearfield County be and is hereby authorized to mark the said action No. 5 May Term, 1932, In Equity, by Frederick B. Kerr, against Boardman Coal Mining Company, discontinued upon payment of costs.

By the Court, F. Cortez Bell, P. J.

Oct 7. 1947. by direction in above Order of Court and the costs having been paid this case by Frederick B Kerr against Boardman Coal Mining Company is discontinued.

Attest: Marie O. McFadden Pro.

Continued from K: In Re.-Boardman Coal Mining Co No. 5 May T. 1932

as Receiver and for discontinuance of the action will be granted; notice to be given Smith & Maine, Attorneys for John M. Chase Estate, Paul Null, Ramey, Pa. and Nevling & Davis, attorneys for the Clearfield Trust Company. the three parties appearing before the Auditor John M. Urey, Esq. for presentation of Claims.

By the Court: F. Cortez Bell, Pres. Judge,

Sept. 2. 1947. service of within Petition and Return is accepted. Nevling & Davis, Attys for Clfd. Trust Co. and Smith & Maine, Attys for John M. Chase Estate

Sept. 11. 1947. Final Decree filed.

Decree: Now, September 11, 1947, Frederick B. Kerr, Reciver of Boardman Coal Mining Company, having filed his return and petition to the Court in the above entitled case on September 2, 1947, which petition contained a prayer that his return be approved and that he be authorized to deliver to Boardman Coal Mining Company all property, books and papers of the said corporation in his possession, and that thereupon he be discharged as Receiver and the action discontinued, and the court having entered a decree dated September 2, 1947, approving the return of Frederick B. Kerr, Reciver, nisi, said decree providing for confirmation absolute if exceptions were not filed on or before September 8, 1947, and providing further if no exceptions were filed and confirmation absolute were made the prayer of the petition for dissolution of the Receivership and the discharge of the Receiver and the discontinuance of the action would be granted, notice to be given to Smith & Maine, attorneys for the John M. Chase Estate, Paul Null, Ramey, Pennsylvania, and Nevling & Davis, attorneys for the Clearfield Trust Company the three parties appearing before the auditor, John M. Urey, Esquire for presentation of claims.

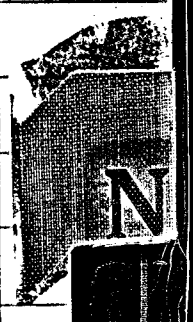
Now, therefore, it appearing to the Court that no exceptions were filed on or before September 8, 1947, to the return of Frederick B. Kerr, Receiver, of Boardman Coal Mining Company the said return is confirmed absolute and it appearing to the Court that notice was had by Nevling & David, attorneys for Clearfield Trust Company, and Smith & Maine, attorneys for John M. Chase Estate, as shown by their acceptance of service of the return and petition endorsed upon the original

Cont. on opposite side of page

114	Meyer	Emma		Louis Meyer
150	Munroe	Nina E. B. et al		County Natl Bank of Clfd.
192	Moshannon Supply Co.			F. H. Wrighton
206	Moore, Marion M.	Guelich et al		Hammond Realty Company
358	Mains,	John G. et al		Wiley Coal Co
362	Marsden, J. Wm.,	Co. Treas.		Rautch & Swartzle Co., et al
364	Milligan	Eugene H		G. S. Gilpatrick
368	Moshannon Land Company			Clearfield Trust Co., Trustee
384	Miles, Mrs. Harry (Fern)	et al		Ernest C. Green, et al Interpleader
388	Mahney,	Guy G.		B. H. Blose

150	McKee	Edward M S		Joshua L Foster Recv Co Nat Bank	
358	McNaul, Ella, C.S., May M. etal			Kiley Coal Co.	

242	Neumeyer, Mr & Mrs Wm H.			M. D. McCreight	


N

142	Osburn, B. M. & Co.	et al	Du Bois Natl Bank	
166	Oscutt, Franklin A		Co. Natl Bank of Clearfield, Pa.	

18	Potts Run Coal Co			Frederick B Kerr	
28	Palumbo	Joluis		Palumbo Bros	
34	Palumbo	Domenco	Partition proceedings	Palumbo Bros	
126	Patriotic Order Sons of America	Rockton		Patriotic Order Sons of America	Du Bois
158	Pyne Coal Co.,	Eugene Pyne, et al	158	Curwensville Natl Bank	
214	Johnson W Potter: Sure Trust for Cemetery Maintenance.			County Natl Bank by Recv	
216	Potter, Johnson W et al			County Natl Bank by Recv	
220	Potter Elizabeth, et al.	Heirs of Emma Potter		County Natl Bank by Recv	
224	Potter, Elizabeth et al	H. B Powell Trustee under will		County Natl Bank by Recv	
238	Powell	H. B, et al (Creditors Com.		Elmo E Eckhard	
246	Peale	Minnie B		County Natl Bank of Clfd	

Continued from Page "J" Re: Mtge. from Cecil F. Kilson et al to Clfd. Natl. Bk. No. 2 May Term 1935.

1945				
Jan. 16	Moore, Kilson & Co. - premium on liability insurance		$24.58	
Aug. 4	Laura B. Frank, Collector - 1945 taxes		289.17	
Nov. 1	Clfd. Co. Treasurer - preparing dup. Commissioner's Deed to Kilson property.		50	
1946				
Jan. 21	Moore, Kilson & Co. - premium on policy to 1/8/49		62.50	
Jan. 21	Smith & Moore - Attys. - preparing deed, bond & mtge. advice, etc., in respect to sale of Kilson property		25.00	$1,289.46
	Administration Expenses:			
1946				
June 20	The County National Bank at Clearfield - commission			106.75
	Total income credits			$1,477.00
	To balance for distribution			729.91
				$2,206.91
Summary:				
Principal Account Debits			$20,001.00	
Principal Account Credits	$4,947.67			
Principal Amount Distributed	6,084.00			
Principal for Distribution	8,969.33		20,001.00	000.00
Income Account Debits			$2,206.91	
Income Account Credits	$1,477.00			
Income for Distribution	729.91		2,206.91	000.00
Assets in Hands of Trustee Making up Principal Amount for Distribution of $8,969.33				
Cash:				$8,969.33
Assets in Hands of Trustee Making up Income Amount for Distribution of $729.91				
Cash:				729.91
Principal Distribution				
Distribution made May 8, 1935				$6,084.00
Proposed distribution for Principal Balance				8,969.33
				$15,053.33
Distribution:				
Mrs. Lettie Hummel, 602 Martin St., Clearfield, Pa.				
May 8, 1935		$456.30		
*Final payment		672.69	$1,128.99	
Mrs. Elsie Butler, Mt. Joy, R.D. Clearfield, Pa.				
May 8, 1935		$304.20		
*Final payment		448.47	752.67	
Mrs. Cora E. Walker, Grampian, Pa.				
May 8, 1935		$152.10		
*Final payment		224.23	376.33	
Clearfield National Bank, Assignee, Mrs. Mary F. Hoomer Estate				
May 8, 1935		$608.40		

Continued on "L" Page

40	Radaker	F. E		A. P. Thompson
96	Raftsman Journal Co			Ella J. Moontz
182	Rice,	William D. et al		Lauderbach-Guest Co.
334	Robinson	R. R. et al		Cuyuensville B & L Assoc.
358	Reading,	Wm. D. et al		Wiley Coal Co

6	Smith	P. D.		Clearfield Consolidated Collieries
32	Superior Baking	Co		William Stitt et al
36	Stahlman	H. A.		S. C. Stahlman
38	Snyder	John		Jean Snyder Croaw
44	Superior Baking	Co, Inc., et al		C. D. Kiel, et al
64	Soult	John W. et al		J. Karl Spencer
88	Shaff	William A.		Charles S. Shaff
120	Schultz, J. Harold, Admt.		et al	Metropolitan Life Ins. Co.
154	Snyder,	Mary L	et al	County Natl Bank of Clfd.
160	Snyder,	Mary L		County Natl Bank of Clfd
174	Swank's Sons	Hiram		Annie Rahockey
164	Smith	Leonard		Commwlth Coal Co
19B	Swoope	Elizabeth H.	et al	County National Bank of Clearfield
234	St Marys Greek Catholic	Church		Atlantic Refining Co
250	Shawmut Realty	Corp.		Stafford Jos. Friday et al
256	Security B + L	Assoc.		Alta M. Ferguson et ae
262	Salvation Army at Clearfield		C.A. Davis et al +	County Natl Bank
284	Smith	Maxwell	F	R. Curtis Smith
294	Sykes	Clara	et al	Law Dock Sykes
370	Sheesley,	Daniel	F.	Mrs. Stella G. Friday

	Twigg, W. J.	Cecelia Cassidy	82			

172	Union Banking & Trust Co Trustee for			Thomas K Litch
276	United Brick & Clay Workers of America	Cuyuwenguilf & W. 448	et al	North American Ref Co

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Continued from "2" Page. Re: Mtge. from Cecil F. Kilson to Clfd. Natl. Bank - No. 2, May Term 1935

Clearfield National Bank, Assignee, Mrs. E. Carolyn Stevens May 8, 1935	$760.50	$ 760.50	
Mrs. Fannie J. Aughenbaugh May 8, 1935	304.20	304.20	
Mrs. Annie M. Forcey May 8, 1935	608.40		
*Finab payment	896.93	1,505.33	
J. D. Kyler, Guardian of Louis J. Kyler, Shawville, Pa. May 8, 1935	304.20	304.20	
Clearfield National Bank, Assignee Phillip Forcey May 8, 1935	304.20	304.20	
Delia Cunningham Estate May 8, 1935	760.50		
*Finab payment	1,121.17	1,881.67	
The County National Bank at Clearfield, Guardian of Blanche Claire Murray, Clearfield, Pa. May 8, 1935	$1,521.00		
*Finab payment	2,242.33	3,763.33	
H. N. Hoover, Osceola Mills, Pa. *Finab payment	896.93	896.93	
Mrs. E. Caroline Stevens Kerrmoor, Pa. *Finab payment	1,121.17	1,121.17	
Mr. Leland B. Aughenbaugh, Canal Fulton, Ohio *Finab payment	448.47	448.47	
Mr. J. Howard Smith, Houtzdale, Pa. *Finab payment	448.47	448.47	
Louis J. Kyler, 422 N. Pearl St., Lebonan, Ill. * Finab payment	448.47	448.47	$ 15,053.33
Income Distribution			
Proposed distribution for Income Balance			$ 729.91
*Distributions			
Mrs. Lettie Hummel, 602 Martin St., Clearfield, Pa.	$ 54.74		
Mrs. Edsie Butler, Mt. Joy, R. D., Clearfield, Pa.	36.50		
Mrs. Cora E. Walker, Grampian, Pa.	18.24		
H. N. Hoover, Osceola Mills, Pa.	72.99		
Mrs. E. Caroline Stevens, Kerrmoor, Pa.	91.24		
Mr. Leland B Aughenbaugh, Canal Fulton, Ohio	36.50		
Mrs. Annie M. Forcey, Woodland, Pa.	72.99		
Mr. J. Howard Smith, Houtzdale, Pa.	36.50		
Louis J. Kyler, 422 N. Pearl St., Lebonan, Ill.	36.50		
Delia Cunningham Estate, Clearfield, Pa.	91.24		
The County National Bk. at Clfd., Guardian of Blanche Claire Murray	182.47		$ 729.91

*To be made upon confirmation of the Account.

Con't on next V page

Cont'd from V page Re: Mtge from Cecil F. Wilson et al to Cfld Natl Bank - No 2 May T 1935 -

July 25, 1946 Petition for Confirmation of Account and Discharge of Trustee together with Return Receipts and affidavits of Publishers attached filed.

Decree: And Now, July 25, 1946, the within petition presented, and after due and careful consideration thereof, it appearing to the Court that the petitioner has complied with Section 2 of Rule 3 of the Rules of the Court of Clearfield County, Pennsylvania; and it further appearing that no exceptions have been filed to said account and that there are no essential facts in dispute, it is Ordered, Adjudged and Decreed that the said account be and the same is hereby confirmed absolutely and the accountant, the County National Bank at Clearfield, Successor Trustee, is ordered and directed to pay and distribute the balance in its hands, as shown by the said account, to the persons entitled thereto, at the expiration of twenty days from the date of this Decree, unless an appeal is taken by any party in interest during said period, and to file receipts therefor in the office of the Prothonotary within twenty days after the payment evidenced thereby.

By the Court, J. Cortez Bell, Resident Judge.

48	Wilson	Cecil E.		Clearfield National Bank	
122	Watkins	Daniel S. et al		Rochester American Ins. Co.	
144	Wilson	Cecil F. et ux		Clearfield Natl Bank	
258	Wright,	Russell et al		Herbert Wright, et al Bill of Partition	
344	Walls	G B		Du Bois Dairy Co., et al	
352	Woods	Chester C		Rue Iola Woods	

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