

DOCKET NO. 173

NUMBER TERM YEAR

405 February 1961

Anson Bloom

VERSUS

Charles Engleman, Ind. & Charles  
Engleman, t/d/b/a Engleman Coal Co.,  
and Headwaters Construction Co, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## ANSON H. BLOOM

VS

No. ~~403~~ February Term, 1961

CHARLES ENGLEMAN, individually,  
and CHARLES ENGLEMAN, t/d/b/a  
ENGLEMAN COAL COMPANY; and  
HEADWATERS CONSTRUCTION COMPANY,  
INC.

COMPLAINT

(1). The name of the Plaintiff is Anson H. Bloom, a resident of Lawrence Township, Clearfield County, Pennsylvania.

(2). The names of the Defendants are Charles Engleman, a resident of Penfield, Clearfield County, Pennsylvania, and Headwaters Construction Company, Inc., a New York Corporation with place of business at Penfield, Clearfield County, Pennsylvania, which is wholly owned by Charles Engleman who is its President and principal operating officer.

(3). The Plaintiff and Defendants entered into a certain agreement dated April 15, 1960, whereunder the Defendants promised to pay to Plaintiff the sum of 5¢ per net ton for all coal removed from certain premises in Jefferson County, Pennsylvania, and on the occurrence of certain conditions, an additional 5¢ per net ton for all coal removed from the said premises. A copy of this agreement is attached hereto, incorporated herein, and marked "Exhibit A".

(4). The rate per ton was 10¢ per ton until December 1, 1960, and thereafter was at the rate of 5¢ per net ton.

(5). From August 1, 1960 through December 31, 1960, the Defendants did remove from said premises net tons of coal. A statement of the tonnage removed, through whom sold, and the date removed, for the foregoing period, is attached hereto, incorporated herein, and marked "Exhibit B".

(6). Despite repeated demands by the Plaintiff for payment, and contrary to the provisions of Exhibit A, the Defendants have refused to abide with their agreement and pay for said tonnage.

(7). Defendants, further, as of March 23, 1961, have furnished no statements for the months of February and January of 1961, and, therefore, the Plaintiff does not know what sums are due him for these months.

(8). Defendants have made only one token payment on account and are entitled to a credit for this payment in the amount of \$250.00.

(9). Defendants have no defense, setoff, or other legitimate reason to refuse payment.

(10). As of December 31, 1960, there was due and payable, according to the terms of Exhibit A, by the Defendants to Plaintiff, the sum of \$3153.55, less a credit of \$250.00, and plus the tonnage removed during January and February of 1961 which is at this date unknown to Plaintiff.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$2903.55 plus the sum due for tonnage removed during January and February of 1961, together with interest on component parts thereof.

SMITH, SMITH & WORK

BY W. U. Smith

STATE OF PENNSYLVANIA : SS  
COUNTY OF CLEARFIELD :

ANSON BLOOM, being duly sworn according to law, deposes and says the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Anson H. Bloom  
(Anson Bloom)

Sworn and subscribed to  
before me this 3<sup>rd</sup> day  
of March, 1961.

Mrs. Mildred B. Knicker

**NOTARY PUBLIC**  
My Commission Expires  
**JANUARY 7, 1963**

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of April, 1960, by and between CHARLES ENGLEMAN, of Perryfield, Pa., hereinafter referred to as Party of the first part,

A  
N  
D

ANSON H. BLOOM, of Lawrence Township, Clearfield County, Pennsylvania, hereinafter referred to as Party of the second part.

WHEREAS, the said Party of the first part has a certain tract containing 165 acres, known as the James Plowman tract, situate in Perry Township, Jefferson County, Pennsylvania, leased from the Lindsly Coal Company of Punxsutawney, Jefferson County, Pennsylvania,

WHEREAS, Party of the second part has aided and will continue to aid Party of the first part in the operation of the Lease above mentioned for the removal of all merchantable and mineable coal and clay.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the sum of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, by the Party of the second part to the Party of the first part, the Party of the first part does hereby agree to pay to the Party of the second part, the sum of five (.05) cents per net ton of 2000 pounds for all coal mined and removed by him from the above mentioned tract.

All said payments as hereinbefore set forth shall be made on or before the 25th day of each calendar month for all <sup>stripped</sup> merchantable coal and clay mined/and removed from the above mentioned premises, during the preceding month, which tonnage of

"Exhibit A"

all coal and clay so removed shall be determined either by railroad weights or public truck scale weights, a copy of which shall be given by the Party of the first part to the Party of the second part, at the time of payment.

IN WITNESS WHEREOP, the Parties hereto have hereunto set their hands and seals the day and year first above written intending to be legally bound thereby.

C. E. 151 Charles Engelmann  
Party of the first part

Witness 151 James M. Garry

P. H. B. 151 Anson H. Bloom  
Party of the second part

Witness 151 James M. Garry

It is also agreed in the above transaction, that an additional \$5-  
five cents per ton be paid to party  
of the second part by party of the  
first part until such time as  
outstanding note of \$5000.00 (five  
thousand dollars) is paid in full, or  
until another piece of coal is  
stripped jointly by both parties.

151 Charles Engelmann

151 A. H. Bloom

Also bound by Radwater Coal Co, Luccasville, N.Y.

"EXHIBIT B"

Tonnage removed August, 1960	1,843 tons @ 10¢	\$ 184.30
Tonnage removed September, 1960	6,968 tons @ 10¢	696.80
Tonnage removed October, 1960	12,260 tons @ 10¢	1226.00
Tonnage removed November, 1960	6,468 tons @ 10¢	646.80
Tonnage removed December, 1960	<u>7,993 tons</u> @5¢	<u>399.65</u>
	35,532 tons	\$ 3153.55

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

No. ~~465~~ <sup>465</sup> Feb. Term, 1961

ANSON BLOOM

VS

CHARLES ENGLEMAN, Individ.  
and CHARLES ENGLEMAN, t/d/b/a  
ENGLEMAN COAL COMPANY, and  
HEADWATERS CONSTRUCTION CO.  
INC.

COMPLAINT

TO THE WITHIN DEFENDANTS:

You are hereby required to  
file defensive pleadings to  
the within Complaint within  
twenty days from service here-  
of.

SMITH, SMITH & WORK  
BY W. Smith  
Attys. for Plaintiff

12-10-61  
SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

450 by Atty.

Lap-over Margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
ANSON H. BLOOM

113      23 VS.      :      No. 405 February Term, 1961  
CHARLES ENGLEMAN, individually,      :  
and CHARLES ENGLEMAN, t/d/b/a      :  
ENGLEMAN COAL COMPANY: and HEAD-      :  
WATERS CONSTRUCTION COMPANY, INC.      :  
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PRAECIPE FOR JUDGMENT FOR  
FAILURE TO FILE ANSWER

TO: WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter judgment in favor of the Plaintiff and against the Defendant above named for want of an answer and assess the Plaintiff's damages as follows:

Amount claimed in the Plaintiff's Complaint	\$2,903.55
Interest from various due dates totalling	78.15
Total	\$2,981.70

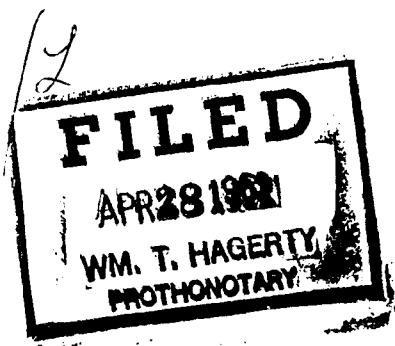
SMITH, SMITH & WORK

BY

*Joseph P. Work*  
ATTORNEYS FOR PLAINTIFF

Judgment entered and damages assessed as above.

*Wm T. Hagerty*  
Prothonotary



In the Court of Common Pleas of Clearfield, County, Cleadfield, Pa.

Anson Bloom No 405 Feb Term 1961  
vs  
Charles Engleman Complaint

Now, April 3, 1961 deputized the Sheriff of Jefferson County to serve the within Complaint upon Charles Engleman.

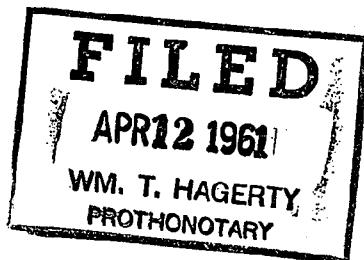
Now, April 7, 1961 served the within Complaint on Charles Engleman. by deputizing the Sheriff of Jefferson County. The return of service of Paul A. Evans Sheriff of Jefferson County, is hereto attached and made part of this return of service.

Costs Sheriff Ammerman \$6.00  
Sheriff Of Jefferson County \$6.50  
(Paid by Attys S.S.W.)

So Answers,  
Charles G. Ammerman  
Sheriff

Sworn to before me this 12th  
day of April A.D. 1961.

Wm G. Wagner  
Prothonotary.



Know all men by these Presents, That I, Charles G. Ammerman  
High Sheriff of Clearfield County, State of Pennsylvania, do hereby depuitize Sheriff of Jefferson  
County, Paul A. Evans to execute this writ; this deputation being made at the  
request and risk of the Plaintiff.

Given under my hand and seal this 3rd day of April

A. D. 1961.

*Charles G. Ammerman*  
Sheriff.

No. 405 February Term, 1961

Now, April 7, 1961, at 10:52 o'clock A.M., E.S.T., served the within Complaint on CHARLES ENGLEMAN, Individually, and Charles Engleman, t/d/b/a Engleman Coal Co. and Headwaters Construction Company, Inc., at the Sheriff's Office in the Courthouse, Borough of Brookville, County of Jefferson, State of Pennsylvania, by handing to him personally a true and attested copy of the same and by making known to him the contents thereof.

My Costs: \$6.00 Paid  
Prothy Costs: \$.50 Paid

Total Costs: \$6.50 Paid

So Answers,

  
Paul A. Evans SHERIFF  
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed  
to before me this 13th  
day of April 1961  
Paul E. Mohney Pro.