

DOCKET NO. 175

| NUMBER | TERM | YEAR |
|--------|----------|------|
| 454 | November | 1961 |

G. IRA STOTT, TRADING AND DOING BUSINESS
AS CLYDE COAL COMPANY,

VERSUS

PUTMAN & GREENE, INC, Corp.

DOCKET No. 175 ✓

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

B. Ira Stett, Trading as
Clyde Coal Company

No. 454 November Term, 19 61

Debt \$

Interest

Judg't Entered

VERSUS

Putman & Greene, Inc., A
corporation

1388

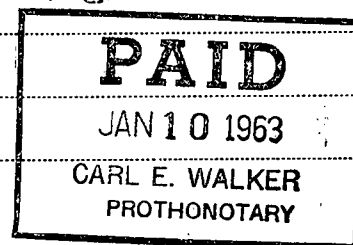
Baird & McCamley

\$19.00

Prothonotary

2.50

\$21.50



Certified from the records this 10th
day of January, A. D. 19 63
Prothonotary

COSTS MUST BE PAID PROMPTLY

on Docket
Mark Index
Dise & Settled

No. _____ Term, 19 _____

VERSUS

STATEMENT

19.00
450
23.50

IN THE COURT OF COMMON PLEAS,
CLEARFIELD COUNTY, PENNSYLVANIA

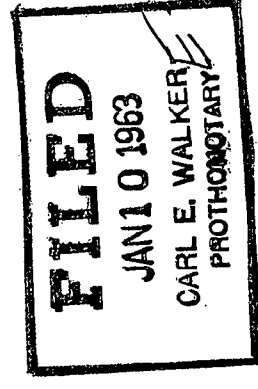
NO. 454-Nov. Term, 1961

G. & S. STOTT, T/D/B/A CLYDE
COAL COMPANY, Plaintiff

VS.

PUTMAN & GREENE
Defendant

PRAECIPE FOR DISCONTINUANCE



BAIRD, McCAMLEY & MILLER
ATTORNEYS AT LAW
PHILIPSBURG, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

G. R. STOTT, T/D/B/A
CLYDE COAL COMPANY
Plaintiff

Vs.

PUTMAN & GREENE
Defendant

NO. 454-November Term, 1961

TO THE PROTHONOTARY OF THE SAID COURT:

AND NOW, this 8th day of January, 1963, mark the above matter discontinued and satisfied upon payment of your costs.

Baird, McCamley & Miller

By


Attorneys for Plaintiff

Affidavit of Service

G. Ira Stott trading as
Clyde Coal Co.

vs.

Putman & Greene

No. 454 Nov. Term, 1961
Complaint in Assumpsit

Returnable within _____ days
from date of service hereof.

NOW January 11 1962 at 10:20 AM o'clock

served the within Complaint in Assumpsit

on John Tuch, Office Manager

at place of business, Route 53, Decatur Township

by _____ by handing him personally

a true and attested copy of the original Complaint in Assumpsit

known to him the contents thereof.

Costs.

Sheriff Reese

\$11.50

Sworn to before me this 20th

day of January A. D. 1962

So answers, *James B. Reese*

James B. Reese

Sheriff

Carl E. Walker
Prothonotary

FILED

JAN 26 1962

CARL E. WALKER
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

G. IRA STOTT, TRADING AND
DOING BUSINESS AS CLYDE COAL
COMPANY, Plaintiff

vs.

PUTMAN & GREENE, INC., a
Corporation, Defendant

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(
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)

No. 454, February Term, 1962

In Assumpsit

C O M P L A I N T

1. The Plaintiff, G. Ira Stott, is an individual trading and doing business as Clyde Coal Company with his principal place of business at 233 North Front Street, Philipsburg, Centre County, Pennsylvania.

2. The Defendant, Putman & Greene, Inc. is a corporation incorporated under the Laws of the State of Indiana keeping and maintaining an office and place of business in Decatur Township, Clearfield County, Pennsylvania.

3. Under date of July 18, 1953, the Defendant and Plaintiff entered into a certain written agreement, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof, providing that the Defendant was to strip mine and load certain coal for the Plaintiff in Clearfield County.

4. Under date of August 31, 1954, a Supplemental Agreement was entered into between the parties altering certain provisions of the prior agreement. A copy of said Supplemental Agreement is attached hereto, marked Exhibit "B" and made a part hereof.

5. Under date of January 6, 1955, a further supplemental agreement was entered into again altering the payments and terms of the original agreement for mining and loading coal and in addition thereto permitting the Defendant to use a tipple and cleaning plant of the Plaintiff located in Gulich Township, Clearfield County, Pennsylvania, for the preparation and loading of the Defendant's own coal in return for which the Defendant agreed to pay the Plaintiff the sum of twenty (20¢) cents per net ton.

A copy of said agreement is attached hereto, made a part hereof and marked Exhibit "C".

6. Under date of January 28, 1955, a further agreement was entered into by the parties whereby the Defendants were granted permission to install oil spraying equipment at the Plaintiff's cleaning plant, the Defendants agreeing to reimburse the Plaintiff for the electric power used in its operation. A copy thereof is attached hereto marked Exhibit "D" and made a part hereof.

7. Under date of May 11, 1955, a further agreement was entered into replacing the aforesaid agreement of January 28, 1955, and providing that a meter was to be installed to measure the electric consumption and settlement to be made for the power used on a per ton basis as measured by the meter. A copy of said agreement is attached hereto, made a part hereof and marked Exhibit "E".

8. At the time the parties entered into the agreement dated August 31, 1954, the Plaintiff was indebted to the Defendant on three non-interest bearing judgment notes, all bearing the date of June 21, 1954, and being due August 21, 1954, in the respective amounts of \$1697.84, \$4690.61 and \$4313.19 or a total of \$10,701.64.

9. The agreement dated January 6, 1955 (Exhibit C) provided for the payment of the aforesaid notes and obligations of the Plaintiff from the tipple rentals to be paid by the Defendants.

10. In accordance with the agreements herein set forth the Defendants used the Plaintiff's tipple to and including the month of January, 1956, making certain payments therefor and the Plaintiff in turn made payments on his obligations to the Defendant, all of which payments and credits are set forth herein in Exhibit "F", attached hereto and made a part hereof.

11. By reason of the use of said tipple as herein set forth, the Defendant is indebted to the Plaintiff in the sum of Two Thousand Fifty-four Dollars and twenty-two cents (\$2054.22) together with interest from January 28, 1956, to January 3, 1962,

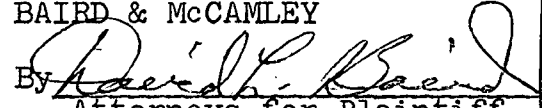
in the amount of Seven Hundred Thirty-one Dollars and twenty-two cents (\$731.22) or a total of Two Thousand Seven Hundred Eighty-five Dollars and forty-four cents (\$2785.44).

12. Under the terms of the agreements dated January 28, 1955 and May 11, 1955 (Exhibits D and E) the Defendant notified the Plaintiff that a total of 60,179.3 tons of coal had been oil treated by the system established by defendant and that a fair estimate of the additional power consumed by the treatment plant and for which Plaintiff was to be reimbursed was one-half cent per ton or a total of Three Hundred Dollars and ninety-cents (\$300.90).

13. Numerous demands have been made of the Defendant for the payment of the sums due the Plaintiff but all such demands have been ignored and the Defendant remains indebted to the Plaintiff for the amounts herein set forth.

WHEREFORE, the Plaintiff, G. Ira Stott, demands of the Defendant, Putman & Greene, Inc. the sum of Three Thousand Eighty-six Dollars and thirty-four cents (\$3086.34) and requests judgment therefor.

BAIRD & McCAMLEY

By 
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CENTRE

(
} SS:
(

Before me, a Notary Public in and for the above named State and County, personally appeared G. Ira Stott, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

G. Ira Stott

Sworn to and subscribed before me this 6th day of

January, 1967.

John J. McCamley

JOHN J. McCAMLEY, Notary Public
PHILIPSBURG, PENNA.
My commission expires Feb. 28, 1965

COAL STRIPPING AGREEMENT
(executed in Lupinto)

Page 1

This Agreement made and entered into this 18th day of July, 1953, by and between Putman & Brosco, Inc., an Indiana corporation, with its principal place of business in the city of Fort Wayne, Allen County, Indiana, by and through D. T. Shingelocher, its President, and D. A. Brosco, its Secretary-Treasurer, as First party, and C. Ira Stott, trading as Glyde Coal Company, with its principal place of business in the city of Millersburg, Centre County, Pennsylvania, as Second party.

WITNESSETH, that for and in consideration of the sum of two dollar (\$2.00) to each in hand paid by the other, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and agreements, as hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) The party of the first part agree to strip, load on to trucks or other conveyances, haul and load on to railroad cars, 120,000 tons of coal which they shall take from the seam or seams on land owned and/or under lease by the second party as designated by the said second party, situate in Union Township, County of Clearfield, Pennsylvania, and referred to as the "bituminous and adjacent tracts."

(2) The party of the second part agrees to pay the party of the first part for such stripping, loading, hauling and loading on to the railroad car or cars, the following price:

\$ 3.10 per ton.

If any changes are to be made in the above price, agreement is to be reached by the parties herein, and written supplemental agreement will be executed, and any change in price will be effective as of the date of said written supplemental agreement, and said executed written supplemental agreement will be read a part of this agreement to the same extent as though it were set out at length herein.

EXH. B I T "A"

All of the foregoing prices are based upon tons of two thousand (2,000) pounds weight each. Duplicate weigh slips shall be forwarded to the office of the party of the first part consistent to the manner in which they are received by the party of the second part.

Payment in full shall be made on the 25th day of the following month for all coal loaded in the preceding month. Checks to be forwarded direct to our Fort Wayne, Indiana office.

(3) The party of the second part shall pay the party of the first part at the rate of two (\$2.00) dollars per ton, advance deposit, for all merchantable coal uncovered but not loaded, said advance deposit to be paid on the 5th of the following month after such uncovering.

Exceptions:

(A) Any tonnage not exceeding one thousand tons (1000)

(B) For any cause or reason not construed to be the fault of

the Clyde Coal Company.

(C) Tonnage to be mutually agreed upon by both parties

Any excess advance deposit shall be applied by the second party to monies due the first party, for coal delivered and loaded on to railroad cars, in the preceding month.

(4) The party of the second part agrees to mark out to such an extent that may be necessary for the party of the first part, all boundaries of the aforesaid tracts of land, and to make and pay the costs of all right-of-way agreements that are necessary in order for the party of the first part to transport machinery, coal and all other conveyances to and from aforesaid tracts of land, and further agrees to defend the party of the first part from any and all damage claims, suits or actions of any kind arising from trespass on the adjoining lands or the taking of coal from, or the destruction of the said premises so marked out, and agrees to hold the party of the first part harmless of and from any and all damages arising out of the same.

And the party of the second part agrees to furnish fuel of choice for the use of the party of the first part, during the winter and the beginning of spring, as far as practicable, to keep the furnace running by the party of the first part taking into consideration the quantity of fuel of the second party. The party of the second part agrees to pay for the fuel that may come in any one way or case, either before, during or after the loading, and further agrees to deliver, load and ship any and all goods without any cost to the party of the first part.

(6) The party of the second part agrees to act as sole judge of the fitness of all work to be assigned and to determine that judgment of the law and the place where the work is being located for assignment, and further agrees to accept of no other work which would in any manner in the trade of any party of the first part.

The party of the first part agrees to lead into the traps and lay out traps, only such and as has been accepted by the party of the second part, and to make every effort to procure them and satisfactory work.

It is mutually agreed by both parties to this agreement, that the completion or rejection of the coal at the shipping point shall remain final, and the party of the second part agrees to abide by the terms of payment as set forth in Articles Two (2) and eleven (11) of this agreement, for all coal shipped and loaded at the shipping point, regardless of any controversy that may otherwise arise over the quantity of this coal.

(7) The party of the second part agrees to pay all taxes, local assessments, and all expenses, both and says that any to be required by 2nd.

(2) It is also stated that the parties hereto, that the party of the first part shall maintain and defend the said land from and against all claims and suits and shall be a party to and defend in a suit or suits instituted by the parties hereto, and shall also pay the costs of such suit or suits, and the cost of defending the same.

(1) The above mentioned in relation with (2) and (3)

[illegible]

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(9) The party of the first part shall at all times, to and remain an independent contractor. The party of the first part shall pay all Social Security, Pennsylvania Unemployment Compensation and other similar payments or charges for all work done in and about the said stripping, loading, hauling to and from as aforesaid.

The party of the first part agrees to carry sufficient and proper Workmen's Compensation Insurance and to comply with all provisions of the wage and hour law as presently in force or as hereafter amended, and all laws, regulations or orders of the State of Pennsylvania or Federal Government or any instrumentality thereof, affecting the said wage and hour law.

(10) The party of the first part agrees to build at its own expense, such roads as may be necessary to permit the hauling of coal stripped as aforesaid, from the aforesaid tract to the aforesaid loading dock or siding.

(11) It is understood and agreed that this agreement shall be in force from the date of execution and delivery hereof and shall continue in force until such time as the party of the first part or the party of the second part shall give notice of thirty (30) days in writing, to the other party of its intention to terminate same. It is further agreed that both parties shall give thirty (30) days notice before vacating the property. This agreement can be terminated by either the party of the first part, or the party of the second part at the option aforesaid, and at any time and for any reason or cause, which is the opinion of the party of the first part or the party of the second part, and or will render to the other party, the continuation of the aforesaid agreement either inadvisable, unprofitable, or both.

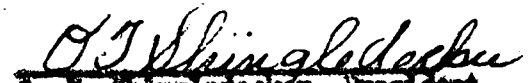
(12) In event coal is loaded by the party of the second part and mixed with coal loaded by the party of the first part, the weigh sheets shall be furnished to the party of the first part, for coal originating from either source. Termination of this agreement, either voluntarily under the option contained in Article 11, or otherwise, shall not relieve either of the parties hereto, from any liability imposed upon them by Article 8 hereof.

(13) It is agreed that the foregoing shall bind all parties hereto, their heirs, executors, administrators, assigns, successors and legal representatives as fully and effectually as if written herein in each and every instance.

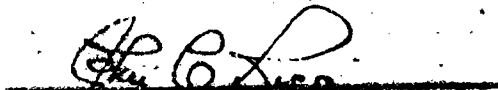
IN WITNESS WHEREOF, the party of the first part has caused this agreement to be signed by its President, attested by its Secretary and the Corporate Seal hereto affixed and the party of the second part has hereunto set his hand and seal the day and year first written above.


PITMAN & GREENE, INC.


Attest
B. A. Greene, Secretary


O. T. Shingledacker, President
First Party

Corporate Seal


Witness


O. Ira Stott t/a Clyde Coal Co.
Owner
Second Party

SUPPLEMENT TO COAL STRIPPING AGREEMENT

WHEREAS, PUTMAN & GREENE, INC. entered into a Coal Stripping Contract with G. IRA STOTT, trading as Clyde Coal Company, which said agreement is dated July 18, 1953; and,

WHEREAS, said aforementioned contract is still in full force and effect and there remains uncovered in excess of 8900 net tons of coal which have not been sold or loaded into cars; and,

WHEREAS, it is the desire of the parties to said agreement to load, ship and sell said coal at the earliest possible date.

NOW, THEREFORE, this agreement witnesseth that the aforesaid Coal Stripping Contract is amended in the following respects:

(1). Party of the first part, Putman & Greene, Inc., agrees to lift, haul and load said coal into Tipple No. 28 of the party of the second part for a consideration of Ninety Cents (90¢) per net ton in addition to the Two (\$2.00) Dollars per net ton which the party of the second part has heretofore agreed to pay for uncovering said coal, so that on the completion of said operation of stripping, lifting, hauling and loading the same, party of the second part shall pay to party of the first part the total sum of Two Dollars and Ninety Cents (\$2.90) per net ton, but said coal shall not be lifted, hauled and loaded until same is sold by party of the second part within the period hereinafter stated.

(2). The aforementioned indentment and agreement to accept Two Dollars and Ninety Cents (\$2.90) per net ton shall remain effective only until November 1, 1954 during which time said G. Ira Stott agrees to make every effort to sell said coal. If not sold within said period of time then the operation contract price shall be the basis for the coal to be provided.

EXHIBIT "B"

(3). In the event the said G. Ira Stott sells said coal within said two month period then he agrees to direct the broker or the purchaser of said coal to pay directly to Putman & Greene, Inc. the sum of Two Dollars and Ninety Cents (\$2.90) per net ton and agrees further at the time of the making of said sale and to giving of said directions to supply Putman & Greene, Inc. with a copy of said written directions. Until the same is received by Putman & Greene, Inc., they will not be required to proceed to lift, haul and load said coal.

(4). In the event said G. Ira Stott fails to sell said coal on or before November 1, 1954, then and thereafter Putman & Greene, Inc. shall have the right to negotiate for the sale of same at such price or prices as they see fit. Thereupon they agree to pay to party of the second part Sixty Cents (60¢) per net ton on condition that they have the right to ship said coal over the railroad siding and tipple known as Tipple No.28.

(5). In the event said party of the second part fails to furnish tipple men to assist in the loading and shipping of said coal and Putman & Greene, Inc. are required to furnish tipple men at their own expense, then Putman & Greene, Inc. may deduct the additional cost to them of furnishing tipple men from the Sixty Cents (60¢) herein agreed to be paid to party of the second part, not to exceed tipple and royalty costs.

IN WITNESS WHEREOF, the party of the first part has caused this agreement to be signed by its President, attested by its Secretary and the Corporate Seal hereto affixed and the party of the second part has hereunto set his hand and seal this 1st day of August, 1954.

[Signature]
Secretary

PUTMAN & GREENE, INC.

[Signature]
G. Ira Stott

TO THE COAL

2th Wagon

SUPPLEMENT NO.2 TO COAL STRIPPING AGREEMENT

WHEREAS, PUTMAN & GREENE, INC. entered into a Coal Stripping Contract with G. IRA STOTT, trading as Clyde Coal Company, which said agreement is dated July 18, 1953; and,

WHEREAS, said parties entered into a supplemental agreement, which said agreement is dated August 31, 1954; and,

WHEREAS, said aforementioned contract is still in full force and effect and there remains uncovered approximately 7,500 net tons of coal which have not been sold or loaded into cars.

NOW, THEREFORE, this agreement witnesseth that the aforementioned coal stripping contract is amended in the following respects:

(1). For a period ending March 31, 1955, party of the first part agrees to lift, haul and load said coal into Tipple No. 28 of the party of the second part for a consideration of Two Dollars and Ninety Cents (\$2.90) per net ton in trucks at said tipple.

(2). Party of the second part, G. Ira Stott, trading as Clyde Coal Company, agrees to furnish party of the first part with a judgment note on the 5th day of each month, said note to cover the approximate tonnage loaded during the previous month and to be payable twenty (20) days from the date of the note.

(3). Party of the first part, Putman & Greene, Inc., agrees to pay to Clyde Coal Company at the rate of Thirty (30) cents per net ton for any "C" Seam coal from Clyde's No. 28 Strippings that they may use for their own purposes.

(4). Party of the first part, Putman & Greene, Inc., agrees to pay to Clyde Coal Company at the rate of Fifty (50) Cents per net ton for any "C" Seam coal from Clyde Coal Company's No. 28 Strippings that they may sell and load over Clyde's No. 28 Tipple, said consideration being payment of royalty and tipple rental as follows:

(a). Thirty (30) Cents per net ton covering royalty on said coal.

(b). Twenty (20) Cents per net ton covering tipple rental, including three men to operate said tipple to be provided by Clyde Coal Company.

INASMUCH as the party of the first part is presently engaged in strip coal mining operations, and,

EXHIBIT "C"

WHEREAS, the party of the second part has made and hereby makes available to the party of the first part the use of their No. 28 Tipple and Scales for the processing of said coal.

NOW, THEREFORE, it is further agreed by the parties hereto as follows:

(1). Party of the first part, Putman & Greene, Inc., agrees to pay to the party of the second part, G. Ira Stott, trading as Clyde Coal Company, Twenty (20) Cents per net ton for the use of their No. 28 Tipple and Scales for any and all coals loaded by the party of the first part to April 1, 1956, for which consideration party of the second part agrees to furnish three men for the operation of said tipple.

(2). Party of the second part, G. Ira Stott, trading as Clyde Coal Company, agrees to pay to the party of the first part from the aforesaid tipple rental, during such time as Clyde Coal Company remains indebted to Putman & Greene, Inc., said payments to be applied against Clyde Coal Company's indebtedness, in accordance with the following schedule:

(a). At the rate of Five (5) Cents per net ton on the first Five Thousand (5000) net tons of coal loaded during any one month.

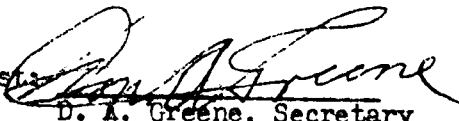
(b). At the rate of Seven and One-half ($7\frac{1}{2}$) Cents per net ton on the next Two Thousand Five Hundred (2500) net tons of coal loaded during any one month.

(c). At the rate of Ten (10) Cents per net ton on any and all tonnage exceeding Seven Thousand Five Hundred (7500) net tons of coal loaded during any one month.

IT IS UNDERSTOOD Clyde Coal Company will be loading coal from time to time at their No. 28 Tipple, and it is agreed by the parties hereto that they will arrange the loading of their coals to the convenience of both parties.

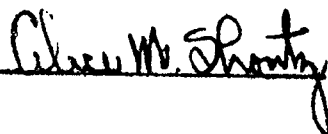
IN WITNESS WHEREOF, the party of the first part has caused this agreement to be signed by its President, attested by its Secretary, and the Corporate Seal hereto affixed and the party of the second part has hereunto set his hand and seal this 6th day of January, 1955.

Attest:

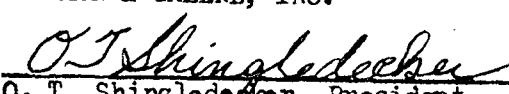

D. A. Greene, Secretary

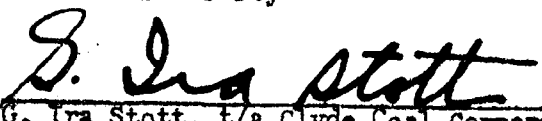
Secretary Seal

Witness:



PUTMAN & GREENE, INC.


O. T. Shingledecker, President
First Party


G. Ira Stott, t/a Clyde Coal Company
Owner
Second Party

This additional agreement is an authorization given Putman and Greene, Inc., of Fort Wayne, Indiana, by the Clyde Coal Company and G. Ira Stott, of Philipsburg, Pennsylvania.

WHEREAS, Putman & Greene, Inc., is now a party to an agreement with G. Ira Stott, trading as Clyde Coal Company, covering the use of Clyde Coal Company's No. 28 Tipple by Putman & Greene, Inc., for the loading and preparation of all coals produced by said Putman & Greene, Inc., and,

WHEREAS, Putman & Greene, Inc., has now indicated a desire to Oil Treat coals prepared by them at this No. 28 Tipple of the Clyde Coal Company.

NOW, THEREFORE, G. Ira Stott, trading as Clyde Coal Company, does hereby authorize Putman & Greene, Inc., to install oil storage tanks and all equipment necessary for the oil-treating of coal at Clyde Coal Company's No. 28 Tipple. Permission for this installation will remain in force until the termination date of the present agreement with regards to the tipple, or until such time as Putman & Greene, Inc., may wish to remove their equipment from the property of Clyde Coal Company, before expiration of said agreement.

Putman & Greene, Inc., agrees to install and maintain this oil treating equipment at their own expense. The storage tanks to be placed at a legal distance and not less than fifty feet from any part of the present tipple or any buildings.

Putman & Greene, Inc., hereby agrees to protect the Clyde Coal Company against any loss of or damage to this oil treating equipment, in the event of fire, theft, strikes or other causes beyond control of the Clyde Coal Company. In other words, Putman & Greene, Inc., agrees to keep Clyde Coal Company and its mining equipment harmless on account of this oil treating equipment.

If in the event of any modification of the loading facilities on this tipple and it is necessary to alter or change the oil spraying

EXHIBIT D

setup or arrangement, Putman & Greene, Inc., hereby agrees on these changes. It is further agreed this oil spraying equipment will not interfere or stop the loading of other than oil sprayed coal.

Putman & Greene, Inc., agrees to pay a fair cost to the Clyde Coal Company for the electric power consumed in the operation of their oil treating equipment.

Executed this 28th day of January, 1955.

Signed:

Witness:

John Tuck

G. Ira Stott
G. Ira Stott, t/a Clyde Coal Co.
Owner

Witness:

John Tuck

PUTMAN & GREENE, INC.

O. T. Shingledaker
O. T. Shingledaker, President

SUPPLEMENT NO. 3 TO COAL STRIPPING AGREEMENT DATED JULY 18, 1953
BETWEEN PUTMAN & GREENE, INC., PARTY OF THE FIRST PART AND G.
IRA STOTT, TRADING AS CLYDE COAL COMPANY, PARTY OF THE SECOND

PART

WHEREAS, under the terms of the above mentioned coal stripping agreement which pertains to Clyde Coal Company's No. 28 Tipple, Putman & Greene, Inc. desires to erect and/or install within said tipple oil spraying equipment and also to place oil storage tanks on the leased premises at Clyde Coal Company's No. 28 Tipple.

NOW, THEREFORE, be it understood and agreed that G.Ira Stott, trading as Clyde Coal Company, does hereby grant unto Putman & Greene, Inc., permission to make the necessary installations for the purpose of oil treating a portion of said coal to be shipped from said tipple which permission shall remain effective during the term of said agreement and/or any renewal or extension thereof, or until such time as Putman & Greene, Inc. desire to remove said equipment from the property of Clyde Coal Company.

It is further understood and agreed that said installation is of a temporary nature and not to become a part of the premises and that title to said equipment will not pass to Clyde Coal Company by reason of being erected on its premises.

Putman & Greene, Inc., agrees to install and maintain this oil treating equipment at their own expense. The storage tanks to be placed at a legal distance and not less than fifty feet from any part of the present tipple or any buildings.

Putman & Greene, Inc., agrees that it will not hold Clyde Coal Company responsible or liable for any loss to its oil treating equipment resulting from fire, theft, strikes or other causes beyond the control of Clyde Coal Company and Putman & Greene, Inc., further agrees to reimburse Clyde Coal Company for any increase in the cost of fire insurance policies written on said tipple over and above the present premium being paid by Clyde Coal Company which said increase in cost may be brought about by the presence in and about said coal tipple of the said oil treating equipment or the use thereof on said premises. However, Putman & Greene, Inc., shall not be liable to Clyde Coal Company and/or G.Ira Stott, trading as Clyde Coal Company for any loss or damage to said tipple resulting from fire, theft, strikes or other causes beyond the control of

Putman & Greene, Inc., This exemption from liability does not apply to property damage to the tipple caused by explosion of the oil treating equipment, but does apply to fire loss resulting from any such explosion.

If in the event of any modification of the loading facilities on this tipple and it is necessary to alter or change the oil spraying setup or arrangement, Putman & Greene, Inc., hereby agrees on these changes. It is further agreed this oil spraying equipment will not interfere or stop the loading of other than oil sprayed coal.

It is understood and agreed that an electric meter is about to be erected at the tipple for the measurement of electric current used for the oil spraying equipment and Putman & Greene, Inc., agrees to reimburse Clyde Coal Company for current heretofore used based on a tonnage basis as shown after meter is installed.

Heretofore an agreement covering the subject matter herein contained was entered into by and between Putman & Greene,

Inc., and G. Ira Stott, trading as Clyde Coal Company, and dated the 28th day of Jan, 1955, which said agreement has proven to be insufficient to express the understandings between the parties and the agreement signed by the parties dated the 28th day of Jan, 1955 is hereby declared null and void and is supplanted by this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the 11th day of May, 1955 and intend thereby to be legally bound.

G. Ira Stott (SEAL)
G. Ira Stott, trading as
Clyde Coal Company

PUTMAN & GREENE, INC.

ATTEST:

BY O. T. Shingledecker
O. T. Shingledecker, President

Don H. Greene
Secretary

EXHIBIT "F"

| | | Tonnage loaded over Tipple | Amt. Due Stott Under Contract | Paid to Stott or credited on note | Due from Stott | Paid by Stott or credit due | Balance owed by Stott |
|-------|----|-------------------------------------|---|--|----------------------|--|--------------------------------|
| 1955 | | | | | | | |
| Jan. | 6 | Total notes | | | 10,701.64 | | 10,701.64 |
| | 6 | Int. 8/21/ 54 to 1/6/ 55 | | | 242.56 | | 10,944.20 |
| | 6 | Payment | | | | 353.85 | 10,590.35 |
| | 26 | Int. 1/6/ 55 to 1/26 55 | | | 35.30 | | 10,625.65 |
| | 26 | Payment | | | | 264.93 | 10,360.72 |
| Feb. | 2 | Dec. Tonnage | 5199.00 | 1039.80 | | | |
| | 2 | Int. 1/26/ 55 to 2/2/ 55 | | | 12.09 | | 10,372.81 |
| | 2 | Payment | | | | 26.10 | 10,346.71 |
| | 15 | January Tonnage | 7127.25 | 1425.45 | | | |
| | 25 | Int. 2/2 55 to 2/25 55 | | | 39.66 | | 10,386.37 |
| | 25 | Payment | | | | 426.86 | 9,959.51 |
| Mar. | 16 | February Tonnage | 8231.00 | 1646.20 | | | |
| | 25 | Int. 2/25/ 55 to 3/25/ 55 | | | 49.80 | | 10,009.31 |
| | 25 | Payment | | | | 510.60 | 9,498.71 |
| Apr. | 18 | March Tonnage | 3703.45 | 740.69 | | | |
| | 25 | Int. 3/25/ 55 to 4/25 55 | | | 47.50 | | 9,546.21 |
| | 25 | Payment | | | | 185.17 | 9,361.04 |
| May | 20 | Int. to 5/20/55 | | | 39.00 | | 9,400.04 |
| May | 20 | April Tonnage | 15,968.45 | 3193.69 | | 1923.11 | 7,476.93 |
| June | 20 | Interest to date | | | 37.39 | | 7,514.32 |
| June | 20 | May Tonnage | 14,772.05 | 2954.41 | | 3703.15 | 3811.17 |
| July | 20 | Interest to date | | | 19.06 | | 3,830.23 |
| | 20 | June tonnage | 10,741.60 | 2148.32 | | 2148.32 | 1,681.91 |
| Aug. | 22 | Interest to Date | | | 8.97 | | 1,690.88 |
| | 22 | July tonnage | 10,705.70 | 2141.14 | | 1690.88 | 0.00 |
| Sept. | 12 | August tonnage | 10,193.00 | 2038.60 | | | |
| Oct. | 12 | Sept. tonnage | 10,835.45 | 2167.09 | | | |
| Nov. | 5 | Oct. tonnage | 10,089.75 | 2017.95 | | | |
| Dec. | 1 | Nov. tonnage | 7,396.75 | 1479.35 | | | |
| 1956 | | | | | | | |
| Jan. | 9 | Dec. tonnage | 2,885.35 | 577.07 | | | |
| | 28 | Jan. tonnage | 2,033.85 | 406.77 | | | |
| | | Totals | 11,9883.65 | 23,976.53 | 21,922.31 | 11,232.97 | 11,232.97 |
| | | Balance due Stott | | | 2,054.22 | | |

EXHIBIT "F"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. 454 ~~February~~ Term, 1962

In Assumpsit

G. IRA STOTT, TRADING AND
DOING BUSINESS AS CLYDE COAL
COMPANY, Plaintiff

vs.

PUTMAN & GREENE, INC., a
Corporation, Defendant

COMPLAINT

To The Within Named Defendant:
You are hereby notified and
required to file an Answer to
the within Complaint within
twenty (20) days from the date
of service hereof.

BAIRD & McCAMLEY

By [Signature]
Attorneys for Plaintiff

BAIRD & McCAMLEY

