

DOCKET NO. 173

NUMBER	TERM	YEAR
297	November	1960

Herman Pentz, Guardian Ad Litem

for Ray Pentz, a minor

VERSUS

Clearfield Baseball Association

Ray Penty, a minor, by his
John A. Litten, Herman Penty
VERSUS
Clearfield Baseball Ass'n

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

No. 297 Term November 1960

To William T. Hogeny,
Prothonotary.

Sir: Enter appearance for

Please mark the above case discontinued on payment
of costs

in above case.

John A. Litten
Attorney for plaintiffs

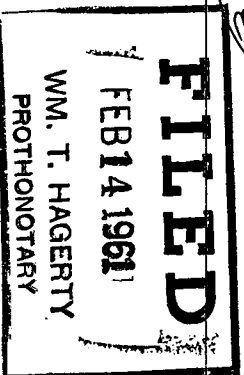
No. _____ Term _____ 19__

VS.

APPEARANCE

For _____

(3)



Affidavit of Service

Herman Pentz, Guardian AdLitem
for Ray Pentz, a minor
vs.

Clearfield Baseball Association

No. 297 November Term, 19 60

Complaint

Returnable within _____ days
from date of service hereof.

NOW December 22, 19 60 at 1:30 o'clock P.M.

served the within Complaint

on Clearfield Baseball Association

at place of employment, 225 E. Market St, Clearfield, Pennsylvania

by handing to Don Billotte, Secretary

a true and attested copy of the original Complaint and made

known to him the contents thereof.

Costs. Sheriff Ammerman \$7.00
(Paid by Atty ~~XXXXXX~~ Pro)

Sworn to before me this 22th

day of December A. D. 19 60

Don C. Hagerty
Prothonotary

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN

Sheriff

Affidavit of Service

No. 297 November Term, 1960

Complainant

Returnable within _____ days
 from date of service heretofore

Defendant
 TOP MAY PENCE, a minor

Clearfield Baseball Association

NOW December 22, 1960 at 1:30 o'clock P.M.

served the within Complainant

on Clearfield Baseball Association

at place of employment, 222 E. Market St., Clearfield, Pennsylvania

by handing to Don Billette, Secretary

a true and attested copy of the original Complainant

known to him the contents thereof.

Subscribed to before me this _____ day of _____

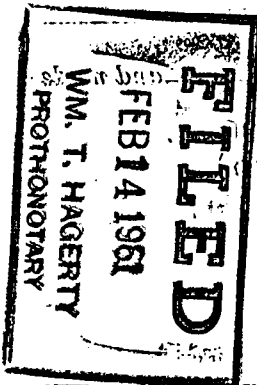
December A.D. 1960

Prothonotary

CHARLES G. AMERMAN

So answered

Costs Sheriff Amerman \$7.
 (Paid by Atty General)



Sheriff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. *297* November Term, 1960

HERMAN PENTZ, Guardian
Ad Litem, for RAY PENTZ,
a minor

VS

CLEARFIELD BASEBALL
ASSOCIATION

C O M P L A I N T

TO WITHIN NAMED DEFENDANT:

You are hereby notified
to plead to the within Com-
plaint within twenty (20)
days from the service hereof.

JOHN B. GATES
Attorney for Plaintiff

By *John B. Gates*

(E)
FILED
140 PM 12/22/60
WM. T. HAGERITY
PROTHONOTARY

JOHN B. GATES
ATTORNEY-AT-LAW
CLEARFIELD, PA.

450 City
COMMERCIAL PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HERMAN PENTZ, Guardian
Ad Litem, for RAY PENTZ,
a minor,

-VS-

CLEARFIELD BASEBALL
ASSOCIATION

No. 297 November Term, 1960

C O M P L A I N T

The Plaintiff, RAY PENTZ, a minor, by HERMAN PENTZ, Guardian, Ad Litem, claims to be entitled to recover from the Defendant, THE CLEARFIELD BASEBALL ASSOCIATION sums of money justly due and payable to the said Plaintiff upon the following cause of action:

1. The Plaintiff, Ray Pentz, age 18 years, is a minor residing at 204 Race Street, R.D., Clearfield, Lawrence Township, Clearfield County, Pennsylvania.

2. The said Ray Pentz, a minor, has selected his father, Herman Pentz, as Guardian Ad Litem for the purpose of this action, and that said Guardian has no interest in the said action which might prejudice the minor plaintiff.

3. The Defendant, The Clearfield Baseball Association is a non-profit corporation having its principal place of business in the Borough of Clearfield, Clearfield County, Pennsylvania.

4. The Defendant, by its manager, on or about April 24, 1960 orally agreed to pay the minor Plaintiff the sum of One (\$1.00) Dollar per hour for his services to put the baseball

diamond and its appurtenances in condition prior to the commencement of the regular baseball season; and in reliance upon the said promises, the minor plaintiff, Ray Pentz, did then and there enter into the services of the Defendant and served it in the said capacity for the space of Fifteen and one-half ($15\frac{1}{2}$) Hours as more specifically set forth in Plaintiff's Exhibit "A" attached hereto and made a part hereof.

5. The Defendant, by its manager, on or about April 1960, orally promised to pay the minor plaintiff, Ray Pentz, the sum of Eight (\$8.00) Dollars per game for preparing the said baseball diamond of the Defendant for each and every home game providing, however, that if the said home game was rained out the minor plaintiff, Ray Pentz, should receive the sum of Four (\$4.00) Dollars instead of Eight (\$8.00) Dollars for that particular game; and in reliance upon the said promise, the minor plaintiff, Ray Pentz, did then and there enter into the services of the Defendant and served it in the capacity aforesaid for Twenty (20) games as more specifically set forth in Plaintiff's Exhibit "A" attached hereto.

The sum due the Plaintiff for the services rendered during the said periods at the rate stated above amounted to the sum of One Hundred Seventy One and Fifty Hundredths (\$171.50) Dollars which the Defendant refuses to pay, although the minor Plaintiff and his guardian Ad Litem have made demands on the Defendant for the same.

WHEREFORE the minor Plaintiff, Ray Pentz and Herman Pentz, Guardian Ad Litem demands judgment against the Defendant

in the sum of One Hundred Seventy One and Fifty Hundredths (\$171.50) Dollars with interest from September 1, 1960.

Shirley
Gentry

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

SS:

HERMAN PENTZ, being duly sworn according to law,
deposes and says that he has been selected as Guardian Ad Litem
for his son and minor plaintiff, RAY PENTZ, and that the facts
set forth in the foregoing Complaint are true and correct to
the best of his knowledge and belief.

Herman Pentz
Herman Pentz
Ray Pentz

Sworn to and subscribed
before me this 3rd day
of December 1960.

Wm T. Hagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962