

173
DOCKET NO. _____

NUMBER	TERM	YEAR
--------	------	------

468	November	1960
-----	----------	------

John K. Dufton and John K.

Dufton, Jr., t/d/b/a

John K. Dufton Builders' Supplies

VERSUS

Mae L. Cowder & Wade A. Cowder,

a/k/a Mae L. Cawder & Wade A. Cawder

t/d/b/a Cowder Construction Company

John K. Dastan
Builders' Supplies
VERSUS

Mac Cander
Wade Conder

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PA.
No. 468 Term November 1960

To Wm. T. Hagerly

Prothonotary.

Sir: Enter Appearance for Please make the
above case settled and discontinued.

Bell, Silverblatt & Swoope
by: V. John Bell

Attorney for Plaintiffs

in above case.

No. 468 Term November 1960

John K. Daftos

Builders' Supplies

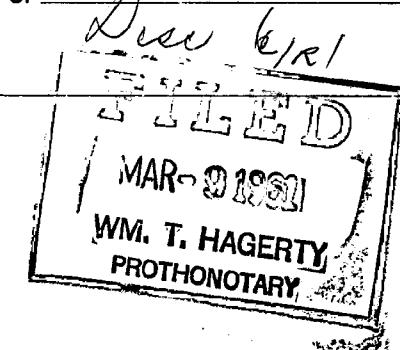
vs.

Mac Cowder

Wade Cowder

~~APPEARANCE~~

For Dec 6/61



Affidavit of Service

John K. Dufton and John K.
Dufton, Jr. t/d/b/a John
K. Dufton, Builder Supplier
vs.
Mae L. Cowder and Wade A. Cowder
a/k/a Mae L. Cowder and Wade A.
Cowder, t/d/b/a Cowder Construction
Company

No. 468 November 1960 Term,
Complaint In Assumpsit
Returnable within _____ day
from date of service hereof.

NOW January 27, 1961 at 2:00 o'clock P.M.

served the within Complaint in Assumposi

on Mae L. Cowder and Wade A. Cowder a/k/a Mae L. Cawder and Wade A.
Cowder, t/d/b/a Cowder Construction Company
at place of residence, in village of Goshen, Clearfield County,

Pennsylvania

by handing to Mae L. Cowder and adult member of the family being the wife of Wade A. Cowder Complaint In Assumpsit a true and attested copy of the original and made

her *Imogen* to the contents thereof

Costs. Sheriff Ammerman \$7.00
(Paid by Atty's B, S & S)

Sayorn to before me this 30th

day of January 1961
A. D. 1961

So answers,

Charles G. AM

FEB 1 - 1961
WM. T. HAGERTY
PROTHONOTARY

Charles G. Ammer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN K. DUFTON and JOHN K. DUFTON, JR., :
trading and doing business as JOHN K. :
DUFTON, BUILDERS' SUPPLIES :
VS. : No. 418 November Term, 1960
: IN ASSUMPSIT
MAE L. COWDER and WADE A. COWDER, also :
known as MAE L. CAWDER and WADE A. :
CAWDER, trading and doing business as :
COWDER CONSTRUCTION COMPANY :

C O M P L A I N T

NOW COME the Plaintiffs above named, by their attorneys, Bell, Silberblatt & Swoope, and state their cause of action against the Defendants, in manner and form following:-

(1). The Plaintiffs, John K. Dufton and John K. Dufton, Jr., are individuals and residents of Clearfield, Pennsylvania, and trading and doing business as John K. Dufton, Builders' Supplies, a duly registered fictitious name.

(2). The Defendants are husband and wife, residing at R. D. #2, Clearfield, Pennsylvania, and trading and doing business as Cowder Construction Company.

(3). That in the regular course of Plaintiffs' business, Plaintiffs have from time to time sold, delivered and turned over to Defendants, building and remodeling supplies, which the Defendants advised the Plaintiffs were needed for various construction or remodeling jobs then being performed by the Defendants, such supplies being hereinafter specifically set forth.

(4). The Plaintiffs aver that on or about September 28, 1960, the Plaintiffs sold, delivered or turned over to the Defendants, building and remodeling supplies for the sum of One Hundred forty-nine and 86/100 (\$149.86) Dollars, for work designated by the Defendants as the Welch job, the list of prices of said supplies being marked Exhibit A and attached hereto and made a part hereof, and incorporated herein by reference.

(5). The Plaintiffs aver that on or about October 12, 1960, the Plaintiffs sold, delivered or turned over to the Defendants, building and

remodeling supplies for the sum of Two Hundred Nine and 17/100 (\$209.17) Dollars, for work designated by the Defendants as the Mohney job, the list of prices of said supplies being marked Exhibit B and attached hereto and made a part hereof, and incorporated herein by reference.

(6). The Plaintiffs aver that on or about October 13, 1960, the Plaintiffs sold, delivered or turned over to the Defendants, building and remodeling supplies for the sum of Two Hundred Three and 53/100 (\$203.53) Dollars, for work designated by the Defendants as the Brown job, the list of prices of said supplies being marked Exhibit C and attached hereto and made a part hereof, and incorporated herein by reference.

(7). The Plaintiffs aver that on or about October 25, 1960, the Plaintiffs sold, delivered or turned over to the Defendants, building and remodeling supplies for the sum of One Hundred Seven and 59/100 (\$107.59) Dollars, for work designated by the Defendants as the Viedoffer job, the list of prices of said supplies being marked Exhibit D and attached hereto and made a part hereof, and incorporated herein by reference.

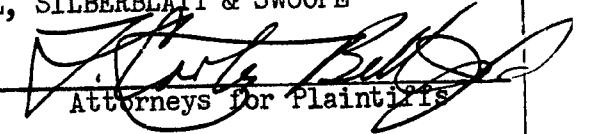
(8). The Plaintiffs aver that on or about November 9, 1960, the Plaintiffs sold, delivered or turned over to the Defendants, building and remodeling supplies for the sum of One Hundred Twenty and 17/100 (\$120.17) Dollars, for work designated by the Defendants as the Natoli job, the list of prices of said supplies being marked Exhibit E, and attached hereto and made a part hereof, and incorporated herein by reference.

(9). That, on the hereinbefore recited sales, there is due and owing by the Defendants to the Plaintiffs, the sum of Seven Hundred Ninety and 32/100 (\$790.32) Dollars.

(10). The Plaintiffs have demanded payment of the hereinbefore recited sum, of the Defendants, all of which the Defendants have failed and refused to pay to the present time.

WHEREFORE, Plaintiffs claim of the Defendants the sum of Seven Hundred Ninety and 32/100 (\$790.32) Dollars, with costs of suit and damages for delay in payment.

BELL, SILBERBLATT & SWOOP

BY: 

Atorneys for Plaintiffs

STATE OF PENNSYLVANIA:
SS:
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared JOHN K. DUFTON, JR., who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



Sworn to and subscribed
before me this 25 day
of January, 1961.

Wm. T. Hegarty
PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

Date 9-28-60

SOLD TO: Powder Construction Co. - Mac & Kado Powder

Welch Job

Charge

QUANTITY	ITEM	PRICE
156	15' linear 1x3 turning strips	6.24
1	Pc 5/4x14-10	6.00
4	2x4-10	3.60
1	1x4-14 #2	1.12
10	# 16' common nail	1.60
10	# 10' box nail	1.80
1	Pc 1/8" Tempered masonite 14" x 48"	.96
10	60' feet round edge stop	2.40
10	Roll # 15 felt (by George)	2.65
2 1/2	# long black nails ("")	.70
10	# short black nails ("")	2.80
3	Roll # 15 felt (Additional)	7.95
17	# 1 1/2" black nails	4.76
15	Square green wide space shingles	80.24
5	# 1/4" siding nails	1.40
10	2.5# plastic cement	2.25
60	3' square wide space siding	16.05
10	1/2' square wide space siding	2.68
60	Amount Paid round Edge Stop	2.4
	Balance Due Credit to square wide space	1.74
	TAX	144.10
		5.76
		149.86

EXHIBIT A

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

Date 10-12-60

SOLD TO: Cowder Construction Co - Mae nd Wade Cowder

Mohney job

Charge

QUANTITY	ITEM	PRICE
1	# 410 Door size $2\frac{1}{8} \times 6\frac{1}{8}$	27 50
1	Aluminum storm door size $2\frac{1}{8} \times 6\frac{1}{8}$	32 50
86	ft. Lineal 2x4	7 74
$\frac{10}{17}$ 270	"D" fir flooring	51 30
84	ft. 3/4" quarter round mould	2 52
28	ft. Round Edge door stop	1 12
1	Pair 4" x 4" butt hinges	1 00
54	ft. lineal 1x8 # 2	8 64
32	ft. lineal 1x10 # 2	6 40
2	2x8-14	5 04
1	2x8-10	1 80
2	Pc 1/4" birch plywood 12x24	2 00
1	* 4' finish nails	1 18
$\frac{10}{18}$ 348	ft. lineal 1x3 furring	13 92
32	ft. lineal 2x12	8 32
3	Pc 5/4 x 12 - 9' Stepping	14 85
1	aluminum threshold	3 00
1	aluminum grille	3 07
	Amount Paid	
	Balance Due	

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

10/12-60
DateSOLD TO: Cowder Construction Co. - Mae and Wade Cowder
Mohney job. Street # 2 Charge

QUANTITY	ITEM	PRICE
10 60	108 feet linear 1X2 - # 4	432
10	# 8' box rail	180
33	ft 3 1/4 Quarter round	99
52	base shoe	156
1	pair 6" T hinges	140
1	package turn buttons	15
		201 12
	TAX	805
		209 17
	Amount Paid	
	Balance Due	

11

EXHIBIT B.

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

Date 10/13-60

SOLD TO: Cowder Construction Co - Mac and Wade Cowder

Brown Job

Charge

QUANTITY	ITEM	PRICE
8	1c. 2x4-10	7 20
26	1c. 2x4-8	18 72
1	1c. 2x8-8	1 44
1	1c. 2x8-14	3 52
5	1c. 2x8-16	14 40
2	1c. 2x4-14	2 52
64	#5 Sheathing	8 32
10	#8 Common nail	1 60
15	#16 Common nail	2 40
5	# Roof nail	1 25
1	1c. 2x4-4	3 6
21	1c. 1x12-16 Sheathing	43 68
5	1c. 2x4-14	4 20
6	1c. 2x4-8	4 32
3	#45 Roofing	6 60
1	1c. 1x10-14 #2	2 80
1	1c. 1x10-12 #2	2 40
3	#1" Roof nail	75
10	# Amount Paid 8 Common nail	1 60
1	Balance Due Roll Thick Fiberglass	4 55

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

1918-60

Date

SOLD TO: Cowder Construction Co-Mae and Wade Cowder

Brown Job Sheet #2

Charge

QUANTITY	ITEM	PRICE
1	16x20" long Bell sliding window	19.85
1	16x20 screen for above	3.95
3	only ones fasteners	15
2	1c 4x8 plaster board	3.20
3	# plaster board nails	60
1	250' long joint system	3.30
10/31	4 Sheet 4x8 plaster board	6.40
60	2 4 ft 3 1/4" quarter round	72
11/160	3 1c 4x4 x 1/4 underlay	4.80
3	1c 1x12-1/4 sheathing	5.46
1	# screw nails	45
10/60	2 1c 4x8 plaster board	3.20
2	1c 2x4-8	1.44
5	# 16 common nails	80
1	2 1/4 x 1/8 Flush door (3inch)	8.90
1	Set P.E. door stops	85
	Total	195.70
	Tax	7.83
Amount Paid	Total Brown job	203.53
Balance Due		

EXHIBIT C

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

10/25-60

Date

SOLD TO: Cowder Construction Co - Mae "nd Wade Cowder

Viedoffer Job

Charge

QUANTITY	ITEM	PRICE
6	roll construction paper	14 82
7 1/3	Square Double Coverage Sack Shingles	57 56
1/3	Square surf green thick butt Shingle	2 32
1 30	Aluminum drift cap	13 00
1	Roll #15 Felt	2 65
2	Roll 18" green starter	3 90
20	# 1 1/4" galvanized roof nail	4 50
5	gallon Fibrex cement	3 75
1	Quart putty	9 5
		103 45
	TAX	4 14
		107 59
	Amount Paid	
	Balance Due	

EXHIBIT D

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

Date 11/9-60SOLD TO: Cowder Construction Co - Mac and Wade CowderNatali job (East End) Charge

QUANTITY	ITEM	PRICE
10	5¢ HB D.C. Loc'shingles	78 50
20	* 1 1/4" root nail	5 00
3	Roll 18" green roofing	5 85
108	' Lin. 2 1/2" framing	4 86
3	* 10' box nail	5 00
5	Roll 15" medium Fiberglass	24 00
2	Bundles green thick butt shingles	4 64

CREDIT1 Square Double Coverage Shingles 7 85

		<u>115 54</u>
	Tax	<u>4 63</u>
		<u>120 17</u>

Amount Paid	
Balance Due	

EXHIBIT E

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 4/68 November Term, 1960
IN ASSUMPSIT

JOHN K. DUFFTON and JOHN K.
DUFFTON, JR., t./d/b/a JOHN K.
DUFFTON, BUILDERS' SUPPLIES
VS.

MAE L. COWDER and WADE A.
COWDER, a/k/a MAE L. COWDER and
WADE A. COWDER, t./d/b/a COWDER
CONSTRUCTION COMPANY

C O M P L A I N T

To the within named Defendants:-

You are hereby required to
make Answer to the within Com-
plaint within twenty (20) days
from the date of service hereof.

[Handwritten signature]
BELL, SILBERBLATT & SWOOPER
BY: *[Handwritten signature]*
Attorneys for Plaintiffs

[Handwritten signature]
FILED

[Handwritten signature]
BELL, SILBERBLATT & SWOOPER
ATTORNEYS AT LAW
CLEARFIELD TRUST CO., BLDG.
CLEARFIELD, PENNA.
4/20/68