

DOCKET NO. 173

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. Daffner
Builder's Supplies
VERSUS
Mac Corder
Mac Corder

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 mark the
above case settled and discontinued.

~~in above case.~~
Bell, Silberblatt & Swoope
by: Wm. T. Hagerly
Attorney for Plaintiffs

No. 468 Term November 1960

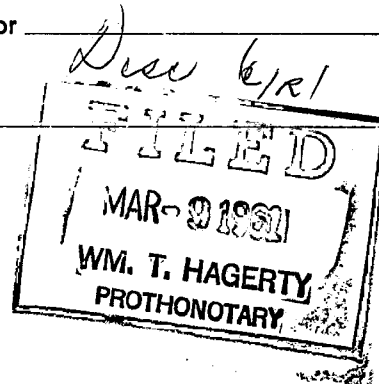
John K. Dafton
Builders' Supplies

vs.

McC Cowder
Wade Cowder

~~APPEARANCE~~

For



Affidavit of Service

John K. Dufton and John K.
Dufton, Jr. t/d/b/a John
K. Dufton, Builder Supplier

No. 468 November Term, 1960

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

Complaint In Assumpsit

Returnable within _____ days
from date of service hereof.

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

served the within Complaint In Assumpsit

on Mae L. Cowder and Wade A. Cowder a/k/a Mae L. Cowder 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

known to her the contents thereof.

Costs. Sheriff Ammerman \$7.00
(Paid by Attys B, S & S)

Sworn to before me this 30th

day of January A. D. 19 61

Wm. T. Hagerty
Prothonotary

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN
Wm. T. HAGERTY
PROTHONOTARY

FILE

FEB 1 - 1961

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. 428 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.

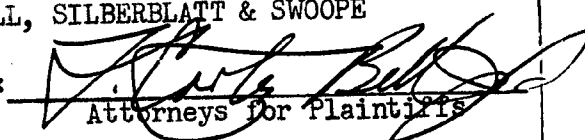
(9). That, on the hereinbefore recited sales, there is due and owing by the Defendants to the Plaintiffs, the sum of Seven Hundred Ninety and 32/100 (\$790.32) Dollars.

(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 & SWOOPE

BY:


Attorneys 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.

John K. Dufton, Jr.

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: Cowden Construction Co - Mac^g & Wado Cowden

Waleh Job

☐ Charge

QUANTITY	I T E M	PRICE
156	1/2" lineal 1x3 furring strips	6 24
1	Pc 7/4x14-10	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 24"x48"	96
10 1/10	60 feet round edge stg	2 40
1	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" Siding nails	1 40
10 1/4	25 # plastic cement	2 25
60	3 Square wide space siding	16 05
10 1/2	1/2 Square wide space siding	2 68
10 1/2	6 Amount Paid round edge stg	24
	Balance Due Credit to square wide space	1 74

Tax 104 10
5 76
110 06

1.

EXHIBIT A

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

Date 10-12-60

SOLD TO: Cowder Construction Co - Mac & Wade Cowder

Mohney job

☐ Charge

QUANTITY	I T E M	PRICE
1	# 410 Door size 2/8 X 6/8	27 50
1	Aluminum storm Door size 2/8 X 6/8	32 50
86	ft Lineal 2X4	7 74
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 8
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

Date _____

10/12-60

SOLD TO: Cowder Construction Co. - Mae G. Wade Cowder
Mohney job. Street # 2

☐ Charge[illegible]

11

EXHIBIT B.

JOHN K. DUFTON

Builders Supplies

12 West Second Ave.

Clearfield, Pennsylvania

Date 10-13-60

SOLD TO: Cowder Construction Co - Macth Wade Cowder

BROWN Job

☐ Charge

QUANTITY	I T E M	PRICE
8	pc. 2x4-10	7 20
26	pc 2x4-8	18 72
1	pc 2x8-8	1 44
1	pc 2x8-14	2 52
5	pc 2x8-16	14 40
2	pc 2x4-14	2 52
64	pc sheathing	8 32
10 #	8' com nail	1 60
15 #	16' com nail	2 40
5 #	roof nail	1 25
1	pc 2x4-4	36
¹⁰ / ₁₄ 21	pc 1x12-16 sheathing	43 68
5	pc 2x4-14	4 20
6	pc 2x4-8	4 32
3	roll #45 roofing	6 60
1	pc 1x10-14 #2	2 80
1	pc 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	I T E M	PRICE
1	16x20 "long Bell" sliding window	19 85
1	16x20 screen for above	3 95
3	only small fasteners	15
2	Pc 4x8 plaster board	3 20
3	# plaster board nails	60
1	250' bag joint system	3 30
$\frac{10}{31}$ 4	Sheet 4x8 plaster board	6 40
$\frac{60}{24}$ 24	1x3 1/4" quarter round	72
$\frac{11}{160}$ 3	Pc 4x4 1/4" underlay	4 80
3	Pc 1x12-14 sheathing	5 46
1	# screw nails	45
$\frac{11}{60}$ 2	Pc. 4x8 plaster board	3 20
2	Pc. 2x4-8	1 44
5	# 16' common nails	80
1	44 1/8 Flush Door (Birch)	8 90
1	Set R.E. door stops	85
Total		195 70
Tax		7 83
Amount Paid	Total Brown job	203 53
Balance Due		

EXHIBIT C

Clearfield, Pennsylvania

Date _____

Viedoffer 25h

Charge		
QUANTITY	I T E M	PRICE
6	roll construction paper	14 82
7 $\frac{1}{3}$	Square Double Coverage Oak Shingles	57 56
$\frac{1}{3}$	square surf green thick butt shingle	2 32
130	Lt. aluminum drip cap	13 00
1	Roll #15 Felt	2 65
2	Roll 18" green starter	3 90
20	# $\frac{1}{4}$ " galvanized roof nail	4 50
5	Gallon Fiberex cement	3 75
1	quart putty	9 5
		103 45
	Tax	4 14
		107 59
	Amount Paid	
	Balance Due	

EXHIBIT D

QUANTITY	I T E M	PRICE
10	sp HB D.C. Loess shingles	78 50
20	* 1 1/4" roof nail	5 00
3	Roll 18" green roofing	5 85
108	' Lin. 2 1/2" furring	4 86
3	* 10' box nail	50
5-	Roll 15" medium Fiber glass	24 00
2	Bundles green thick butt shingles	4 64
	CREDIT	
1	Square Double Canyon Shingles	7 85
		115 54
	Tax	4 63
		120 17
	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. DUFTON and JOHN K.
DUFTON, JR., t/d/b/a JOHN K.
DUFTON, BUILDERS' SUPPLIES

VS.

MAE L. COWDER and WADE A.
COWDER, a/k/a MAE L. CAWDER and
WADE A. CAWDER, 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.

BELL, SILBERBLATT & SWOOPÉ

BY: *[Signature]*
Attorneys for Plaintiffs

207 2/1 1 copy to Bell
FILED

JAN 25 1961

BELL, SILBERBLATT & SWOOPÉ
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

4.50 *PA*