

DOCKET NO. 174

NUMBER	TERM	YEAR
8	September	1961

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ERVIN S. FENNELL, d/b/a

Fennell & Heberling

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VERSUS

Raymond L. Parrish and Mae

M. Parrish, d/b/a M. & R. Auto

Parts and Towing Service

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading and  
doing business as Fennell & Heberling, :  
Plaintiff : No. 8 September Term, 1961  
v. : In Assumpsit  
RAYMOND L. PARRISH and  
MAE M. PARRISH, :  
Defendants :  
:

PRAECIPE FOR JUDGMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Sir:

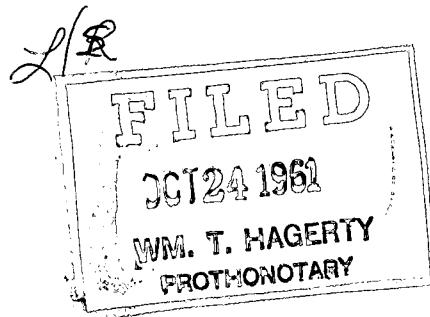
Enter judgment in favor of the above named plaintiff and against Raymond L. Parrish and Mae M. Parrish, defendants, for failure to file an answer in the above action within twenty (20) days of service of the complaint; and assess damages as follows:

Principal	\$122.16
Interest, from November 25, 1955 to October 25, 1961	<u>45.07</u>
Total	\$167.23

*Ervin S. Fennell Jr.*  
\_\_\_\_\_  
Attorney for Plaintiff

Dated:

October 25, 1961



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

Erwin S. Fennell d/b/a  
Fennell & Heberling  
vs

Raymond L Parish & Mae  
Parrish d/b/a M&R Auto  
Parts & Towing Service

No 8 September Term 1961

Complaint In Assumpsit

\*  
(Sheriff's Return)

Now, Sept 9, 1961 at 4:00 O'Clock A.M. served the within  
Complaint In Assumpsit on Mae Parrish at place of Business  
RD. Du Bois, Pa., by handing to her personally a true and  
attested copy of the original Complaint In Assumpsit and  
made known to her the contents thereof.

Now, October 3, 1961 service on Raymond Parrish is hereby  
returned by direction of Ervin Fennell Attorney for Plain  
tiff.

Costs Sheriff Ammerman \$11.70  
(Paid By Atty Fennell)

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 4th  
day of October 1961 A.D.

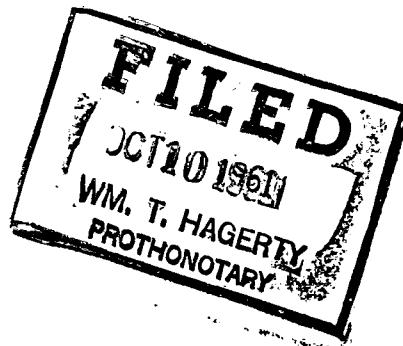
*Wm T. Blakley*  
Prothonotary.

Now, Sept 9, 1961 at 4:00 O'Clock A.M. served the within  
Complaint In Assumpsit on Raymond and Mae Parrish at place  
of Business RD. Du Bois, Pa., by handing to Mae Parrish an  
adult member of the family being the wife of Raymond Parrish  
a true and attested copy of the original Complaint In Assumpsit  
and made known to her the contents thereof.

So Answers.

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

(See attached letter from  
Ammerman and Blakley)



LAW OFFICES  
AMMERMAN & BLAKLEY  
DUBOIS, PENNA.

DAVID E. BLAKLEY  
DAVID S. AMMERMAN

218 D. St. D. Penn.  
National Bldg.  
Telephone 371-2700

October 16, 1961

Charles G. Ammerman, Sheriff,  
Court House,  
Clearfield, Penna.

In re: Pennell & Heberling  
vs: Raymond L. Parrish & May Parrish  
No. 8 September Term, 1961.

Dear Buzzy:

Irv Pennell brought a question up in regard to the above. He states that the action was against both the husband and wife and that you made service by leaving a complaint at their place of business and handing it to May Parrish, the one defendant. He states that your return states that May Parrish was served with the complaint.

It is my opinion that in this type of service, your sheriff's return can state that you have served it on both of the defendants, by handing a copy to one of the defendants, May Parrish, at their usual place of business, she being in charge thereof. This would be good service on both of them, and if your return has already been made, I think you could amend it to show service on both of them.

Very truly yours,

DEB:de

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, d/b/a  
Fennell & Heberling,  
Plaintiff

No. 8 Sept Term, 1961

v.

In Assumpsit

RAYMOND L. PARRISH and  
MAE M. PARRISH, d/b/a M & R  
Auto Parts and Towing Service,  
Defendants

PLAINTIFF'S STATEMENT OF CLAIM

The plaintiff above named claims to recover from the defendants upon a cause of action hereinafter set forth as follows:

1. The plaintiff, Ervin S. Fennell, is a resident of the City of DuBois, Clearfield County, Pennsylvania, where he is engaged in the business of plumbing and heating contracting, sales and service under the name Fennell & Heberling.
2. The defendants, Raymond L. Parrish and Mae M. Parrish, are residents of Huston Township, Clearfield County, Pennsylvania, where they are engaged in an auto parts and towing service business under the name of M & R Auto Parts and Towing Service.
3. On October 24 and 25, 1955 and November 25, 1955 the defendants requested the plaintiff to supply certain plumbing materials valued at \$122.16 for use in repairs upon the defendants' place of business.
4. On the aforesaid dates the plaintiff supplied the defendants with the requested plumbing materials valued at \$122.16.
5. No part of the said amount of \$122.16 to be paid to Ervin S. Fennell, doing business as Fennell & Heberling, for the aforesaid materials, has been paid to the plaintiff and there remains due and owing the plaintiff from the defendants the sum of \$122.16, with interest.
6. The price of \$122.16 charged for the said materials was and is a reasonable price for the same and is the price which the defendants agreed to pay.

7. The agreement between the parties was oral.

WHEREFORE, the plaintiff seeks to recover from the defendants the sum of \$122.16 with interest from November 25, 1955.

Evin J. Fennell Jr.  
Attorney for Plaintiff

STATE OF PENNSYLVANIA:  
: SS  
COUNTY OF CLEARFIELD :

ERVIN S. FENNELL, being duly sworn according to law, deposes and  
says that the facts set forth in the foregoing plaintiff's Statement of Claim are true and  
correct.

Ervin S. Fennell  
(Ervin S. Fennell)

Subscribed and sworn to

before me this 31 day

of August, 1961.

Mrs. Jean M. Weaver

JEAN M. WEAVER, Notary Public  
DUBOIS, CLEARFIELD CO. PA.  
My Commission Expires Sept 12, 1964

Oct 14/61

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

ERVIN S. FENNELL, d/b/a  
Fennell & Heberling, Plaintiff  
v.

RAYMOND L. PARRISH and MAE  
M. PARRISH, d/b/a M & R Auto  
Parts and Towing Service, De-  
fendants

Plaintiff's Statement of Claim

To the within defendants:

You are hereby notified to plead an  
answer to the within Complaint within  
twenty (20) days from the date of  
service hereof.

Ervin S. Fennell Jr.  
Attorney for Plaintiff

I hereby certify this to be a true and  
correct copy of the original statement  
filed in this case. Robert V. Maine  
Attest: Robert V. Maine  
Prothonotary.

ROBERT V. MAINE  
ATTORNEY-AT-LAW  
DUBOIS, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, d/b/a  
Fennell & Heberling,  
Plaintiff

No. 8 Sept. Term, 1961

v.

In Assumpsit

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MAE M. PARRISH, d/b/a M & R  
Auto Parts and Towing Service,  
Defendants

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Attorney for Plaintiff

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COUNTY OF CLEARFIELD :

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Ervin S. Fennell  
(Ervin S. Fennell)

Subscribed and sworn to  
before me this 31 day  
of August, 1961.  
Mrs. Jean M. Weaver  
JEAN M. WEAVER, Notary Public  
DUBOIS, CLEARFIELD CO., PA.  
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P. S. P. 1961

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

ERVIN S. FENNELL, d/b/a  
Fennell & Heberling, Plaintiff

v.

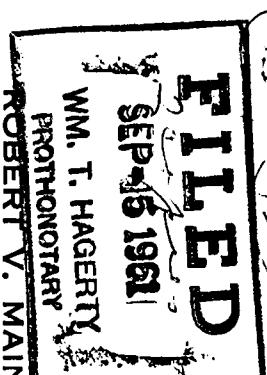
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M. PARRISH, d/b/a M & R Auto  
Parts and Towing Service, De-  
fendants

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*Ervin S. Fennell Jr.*  
Attorney for Plaintiff



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