

DOCKET NO. 174

NUMBER	TERM	YEAR
8	September	1961

ERVIN S. FENNELL, d/b/a

Fennell & Heberling

VERSUS

Raymond L. Parrish and Mae

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

Parts and Towing Service

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading and
doing business as Fennell & Heberling,
Plaintiff

v.

RAYMOND L. PARRISH and
MAE M. PARRISH,
Defendants

:
:
:
:
:
:
:
:
:

No. 8 September Term, 1961

In Assumpsit

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:

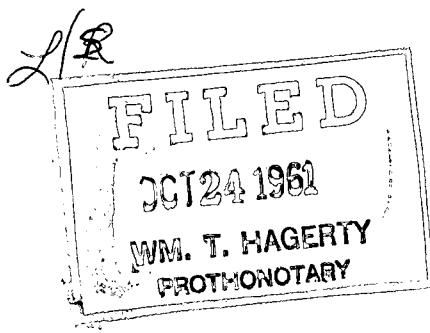
Principal	\$122.16
Interest, from November 25, 1955 to October 25, 1961	<u>45.07</u>
Total	\$167.23

Ervin S. Fennell

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

No. 8 September Term 1961

vs

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

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 Erwin Fennell Attorney for Plaintiff.

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.

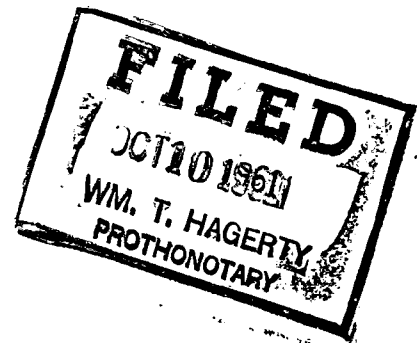
Wm. T. Hagerty
Prothonotary.

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. E. D. Road
National P.
Telephone 671-2700

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

v.

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

No. 8 Sept Term, 1961
In Assumpsit

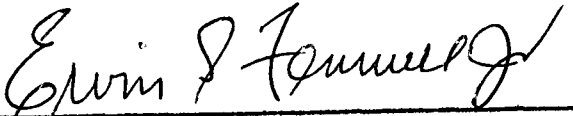
PLAINTIFF'S STATEMENT OF CLAIM

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.



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 COUNTY
My Commission Expires Sept 12, 1964

8 Sept 1961

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
attested copy of the original statement
filed in this case.

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

v.

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

No. 8 Sept. Term, 1961
In Assumpsit

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Attorney for Plaintiff

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: SS
COUNTY OF CLEARFIELD :

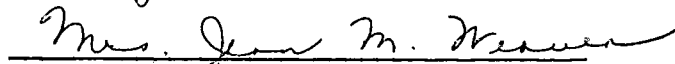
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says that the facts set forth in the foregoing plaintiff's Statement of Claim are true and
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(Ervin S. Fennell)

Subscribed and sworn to

before me this 31 day

of August, 1961.



JEAN M. WEAVER, Notary Public
DUBOIS, CLEARFIELD CO., PA.

My Commission Expires Sept 12, 1964

8 Sept 1961

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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-
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Ervin S. Fennell
Attorney for Plaintiff

FILED
SEP 16 1961
WM. T. HAGERTY
PROTHONOTARY
ROBERT V. MAINE
ATTORNEY-AT-LAW
DUBOIS, PA.

502