

DOCKET NO. 173

NUMBER	TERM	YEAR
<u>41</u>	<u>February</u>	<u>1961</u>

Paul Albert and Louise Albert

VERSUS

Roy R. Fairman, Earl F. Fairman,

Franklin Fairman, Harry H. Fairman,

Milo M. Fairman, Ernest R. Fairman,

and William Griffith, t/d/b/a

Fairman Drilling Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAUL ALBERT and LOUISE
ALBERT, his wife,

VS

No. 4 / February Term, 1961
In Trespass

ROY R. FAIRMAN, EARL F.
FAIRMAN, FRANKLIN FAIRMAN,
HARRY H. FAIRMAN, MILO M.
FAIRMAN, ERNEST R. FAIRMAN,
and WILLIAM GRIFFITH, t/d/b/a/
FAIRMAN DRILLING COMPANY

C O M P L A I N T

(1). The names of the Plaintiffs are Paul Albert and Louise Albert, his wife, residents of Sandy Township, R.D. DuBois, Clearfield County, Pennsylvania.

(2). The names of the Defendants are Roy R. Fairman, Earl F. Fairman, Franklin Fairman, Harry H. Fairman, Milo M. Fairman, Ernest R. Fairman, and William Griffith, individuals whose residences are in or about Punxsutawney, Pennsylvania, and who trade and do business as Fairman Drilling Company, a partnership.

(3). The Plaintiffs are the owners of certain real estate located in Sandy Township, Clearfield County, Pennsylvania, having acquired a portion of this property by deed of William K. Hyatt, single, dated November 19, 1923, and recorded in Clearfield County Deed Book 268, Page 2. A copy of said deed is attached hereto, incorporated herein, and marked "Exhibit A". The remainder of said property Plaintiffs acquired by deed of William K. Hyatt, et ux, dated October 21, 1950, and recorded in Clearfield County Deed Book 409, Page 477. A copy of said deed is attached hereto, incorporated herein, and marked "Exhibit B".

(4). Erected upon said property are two homes which are owned by the Plaintiffs. The first of which is occupied by the Plaintiffs, and prior to the occurrences complained of herein, it had an approximate value of \$25,000.00. The second of which is occupied by Plaintiffs' son, James Albert, and prior to the occurrences complained of herein, it had an approximate market value of \$16,000.00.

(5). The Defendants have engaged in Sandy Township and do engage in the Commonwealth of Pennsylvania in the drilling of oil and gas wells.

(6). On or about May 17, 1960, the Defendants did commence to drill a gas well on the property of Catherine Trude. Said well was located on the Trude property and to the immediate northwest of Plaintiffs' property, and approximately 600 feet from Plaintiffs' wells.

(7). That both of the homes herein identified are supplied with drinking water by wells which the Plaintiffs drilled, and prior to the occurrences herein complained of, said water was fit and suitable for human consumption.

(8). On or about May 23, 1960, Plaintiffs and their son, James Albert, noted the water in each of the homes which they respectively occupy began to have a briny taste, together with an oily or gaseous smell.

(9). On or about May 30, 1960, the Plaintiff, Paul Albert, and his son, James Albert, and his other son, Robert Albert, complained to Defendant, Franklin Fairman, of the condition of their wells, and he arranged to have the same bailed to rectify the situation.

(10). On or about June 4, 1960, the Defendants, having successfully completed a gas well, subjected the same to a process known as hydrofraction which consists of putting a liquid under extreme pressure so as to fracture the rock strata.

(11). Immediately after the hydrofraction of the well herein identified, Plaintiffs' water became extremely briny and unfit for human consumption.

(12). Thereafter Plaintiffs complained of this occurrence to Defendants, and they placed a water softener on the well which supplies the home occupied by the Plaintiffs, and attempted on

at least four occasions to rectify or correct the condition in the well supplying the home occupied by Plaintiffs' son, James Albert.

(13). None of the remedies attempted by Defendants have been successful, and the water in both of the homes herein identified is unpotable and unfit for human consumption as it is extremely briny and oily in taste. In addition, it has and does corrode all receptacles or plumbing devices which are contacted by it, resulting in the destruction of these devices.

(14). The contamination of Plaintiffs' wells is caused by the flow or percolation of briny or salt water from the well drilled by the Defendants.

(15). Damage to Plaintiffs' wells is permanent and continuous.

COUNT ONE - INTENTIONAL

(16). Said contamination was caused by the intentional conduct of the Defendants in drilling this successful gas well in that:

(a). After the Defendants had actual knowledge of contamination to Plaintiffs' water wells from their gas well, they did, nevertheless, without any protection, safe guard, or other effort to prevent harm, hydrofract their gas well with large and excessive pressures which they knew or should have known would cause further permanent contamination to Plaintiffs' wells.

(b). After the Defendants had actual knowledge of contamination from their gas well to Plaintiffs' water wells, and with actual knowledge of the water table level supplying Plaintiffs' wells, they, nevertheless, deliberately failed to case said gas well properly so that penetration from said gas well would not invade Plaintiffs'

water wells, and as a result of this failure, foreign substances entered Plaintiffs' wells.

COUNT TWO - NEGLIGENCE

(17). Said contamination was caused by the Defendants because of their drilling of this successful gas well in a careless and negligent manner in that:

(a). After the Defendants had actual knowledge of contamination from their gas well to Plaintiffs' water wells, they did, nevertheless, hydrofract the same with excessive pressure so that further and permanent contamination could have been foreseen and could have been reasonably avoided by the use of a smaller or more reasonable pressure in the hydrofracting technique.

(b). Although the Defendants had actual knowledge of the water table level which was supplying Plaintiffs' wells, they failed to casesaid gas well so that penetration from said gas well would not invade Plaintiffs' water wells, and as a result of this failure to properly case said well, salt and other foreign agents entered the water table supplying Plaintiffs' wells, resulting in the destruction of said water wells.

(c). The Defendants conducted drilling operations in such manner - e.g. excessive hydrofraction and failure to properly case the well - when they knew that damage to Plaintiffs' property would result.

COUNTS ONE AND TWO

(18). That by reason of Defendants' actions, salt and other foreign substances have penetrated Plaintiffs' water wells and contaminated the water supply for Plaintiffs' homes, resulting in said homes being without a source of potable water.

(19). By reason of the actions of the Defendants and contamination of the water wells hereinbefore complained of, the value of Plaintiffs' property has depreciated as follows:

(a). The home which the Plaintiffs occupy has depreciated from \$25,000.00 to \$10,000.00.

(b). The home which Plaintiffs own and which their son, James Albert, occupies, has depreciated from \$16,000.00 to \$7,000.00.

WHEREFORE, Plaintiffs claim of the Defendants for damages, the sum of \$24,000.00, together with costs and interest.

SMITH, SMITH & WORK

BY 
Attys. for Plaintiffs

STATE OF PENNSYLVANIA: -6-
COUNTY OF CLEARFIELD : SS

PAUL ALBERT and LOUISE ALBERT, his wife, being
duly sworn according to law, depose and say that the facts set
forth in the foregoing Complaint are true and correct to the best
of their knowledge, information and belief.

Paul Albert
(Paul Albert)
Louise Albert
(Louise Albert)

Sworn and subscribed to
before me this 10th day
of February, 1961.

Mrs. Mildred B. Gingles

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

This Indenture,

Made the Nineteenth day of November in the year
of our Lord one thousand nine hundred twenty three.

Between William Kenneth Hyatt (Single man)
of the Township of Sandy County of
Clearfield State of Pennsylvania of the
one part. ——— (hereafter called the Grantor)
and Paul Albert of the Township of Sandy
County of Clearfield State of Pennsylvania

of the second part: Witnesseth, that the said part y of the first part, for and
in consideration of the sum of Twenty five Dollars \$25.00

lawful money of the United States of America, well and truly paid by the said
part y of the second part to the said part y of the first part, at and before the
ensealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, ——— granted, bargained, sold, aliened, enfeoffed, released, conveyed
and confirmed, and by these presents ——— grant, bargain, sell, alien, enfeoff,
release, convey and confirm unto the said part y of the second part, his

heirs and assigns, a certain piece of land situate
lying and being in the Township of Sandy
County of Clearfield and State of Pennsylvania
bounded and described as follows to-wit:

Beginning at the middle of the
Township Road North 83° 43' West along
land of said Grantor 200 feet to a post
thence South West 100 feet to a post
thence toward Township road parallel
with the line North 83° 43' West 200 feet
~~more~~ or less to center of Township Road
thence along Township Road 100 feet to
place of beginning Exhibit A'

Also right of passage over land of Grantor for the purpose of hauling any material or supplies to this plat of ground.

Also excepting and reserving therefrom to John E. DeBais his heirs and assigns forever all the Coal Oils gas and other minerals, contained in, or under said lands together with the unobstructed right to mine, dig, and remove the same without being liable from any damages caused to the surface or buildings thereon in procuring or removing the said Coal Oils, gas or other minerals, by operations carried on beneath the surface of said land.

Together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: and also, all the estate, right, title, interest,

property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances

To have and to hold the said premises, with all and singular the appurtenances, unto the said part of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part to these presents has hereunto set his hand and seal. Dated the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

Dorsey D. Jeff

William Kenneth Hyatt



Received the day of the date of the above Indenture of the above named

State of Pennsylvania,

County of *Clearfield*

ss.

On the *21st* day of *November* 19*23*
before me, ~~an~~ *an* Alderman in and for said State and County
personally appeared the above named *William Kenneth Hyatt*

and in due form of law acknowledged the above Indenture
to be *his* act and deed, and desired the same might be recorded as such.
Witness my hand and *official* seal the day and year aforesaid.

Dorsey D. Jeff

268



Recd.

William Kenneth Hyatt

Paul G. Zick

CLEARFIELD CO. SS
ENTERED OF RECORD

JAN 25 1924

7:00 PM
James E. Galt
DEEDS
FEE \$ 2.50
RECORDED

Paul G. Zick

268

268

268

COMPARED

Recorded in the office for Recording of Deeds in and for

in Deed Book *268*

No. *2* page *2*, &c. *25*

Witness my hand and seal of office, this
day of *Jan* Anno Domini 19*24*
Melvin B. Patton

THIS AGREEMENT,

Made the Twenty-First (21st) day of October
in the year nineteen hundred and fifty (1950).

Between WILLIAM KENNETH HYATT and FLORENCE HYATT, husband and wife,
of the City of DuBois, Clearfield County, Pennsylvania, Grantors,
parties of the first part;

A
N

PAUL ALBERT and LOUISE ALBERT, husband and wife, of the City of
DuBois, Clearfield County, Pennsylvania, as tenants by the entire-
ties, parties

of the second part, Witnesseth, That the said parties of the first part, for and in consider-
ation of the sum of One (\$1.00)

Dollars, lawful money of the United States of America, well and truly paid by the said parties
of the second part to the said parties of the first part, at and before the sealing and delivery
of these presents, the receipt whereof is hereby acknowledged, have granted, bargained,
sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant,
bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second
part, their heirs and assigns.

All that certain piece, parcel or tract of land situate, lying and
being in the Township of Sandy, Clearfield County, Pennsylvania,
bounded and described as follows, to wit:

BEGINNING at an iron pin, said pin being North 26°
30' East One Hundred and Ninety-Three and Fifteen
Hundredths (193.15) Feet from the northeasterly
corner of lands of Fred Carlson; thence by lands
of grantor herein North 26° 30' East One Hundred
and Ninety-Three and Fifteen Hundredths (193.15)
Feet to an iron pin; thence by lands of grantee
herein South 86° 46' East Two Hundred (200.0) Feet
to a point in the center of the Clear Run Road;
thence by the center of said road South 15° 10'
West Sixty-Eight and Two Tenths (68.2) Feet to a
point; thence by same South 21° 11' West One Hun-
dred and Seventy-Eight and Three Tenths (178.3)
Feet to a point; thence by same South 28° 22' West
Thirteen and Forty-Five Hundredths (13.45) Feet to
a point; thence by land about to be conveyed to
Robert N. Albert North 66° 30' West Two Hundred
and Fourteen and Eight Tenths (214.8) Feet to the
place of beginning, containing 1.08 acres, more or
less.

BEING a portion of the same premises which were conveyed to William
Kenneth Hyatt by Emery H. Williams by deed dated April 20, 1922 and
recorded at Clearfield, Pennsylvania, in Deed Book No. 257, page 33.

" Exhibit B "

Together with all and singular the tenements, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; And also all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, of the said parties of the first part to or out of the said premises, and every part and parcel thereof,

To have and to hold the said premises, with all and singular the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of said parties of the second part, their heirs and assigns forever.

And the said parties of the first part, their

heirs, executors, and administrators, do by these presents, covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that they the said

parties of the first part, their

heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances unto the said parties of the second part, their heirs and assigns, against the said parties of the first part and their heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof,

do hereby by these presents, Warrant and GENERALLY forever defend.

In witness whereof, the said parties of the first part have hereunto set their hand and seals the day and year first written above

Signed, Sealed and Delivered in the Presence of

W. Kenneth Hyatt

William Kenneth Hyatt

Florence Hyatt

SEAL

SEAL

SEAL

SEAL

SEAL

Certificate of Residence

I, hereby certify that the precise residence of the grantee is herein is as follows:
DuBois, Pa.

Attorney or Agent for Grantee

Commonwealth of Pennsylvania
County of Clearfield } as:

On this, the 2nd day of Oct 19 50 before me a Notary Public

the undersigned officer, personally appeared WILLIAM KENNETH HYATT and FLORENCE HYATT,

are known to me (or satisfactorily proven) to be the person whose names subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires Jan. 7, 1951.

W. Kenneth Hyatt
Notary Public

Entered of Record Nov. 8 1950, 10-51 a.m. Weir W. Hutton, Recorder

State of
County of

SS:

On this, the day of 19 , before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires

State of
County of

SS:

On this, the day of 19 , before me
the undersigned officer, personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

My Commission Expires

DEED

WILLIAM KENNETH HYATT
and
FLORENCE HYATT

-to-

PAUL ALBERT and LOUISE
ALBERT

Dated

For

Consideration

Recorded

Entered for Record in the Recorder's

Office of 19

County, the day of

Tax, \$

Fees, \$

Recorder

10:51 a.m.

William W. Muller
LAW OFFICE

BLEASON & CHERRY

DANUS BUILDING

DU BOIS, PENNSYLVANIA

Commonwealth of Pennsylvania

County of Charlestown

Recorded in the Office for Recording of Deeds, &c., in and for said County,
in Deed Book No. Vol. 409, Page 475

Witness my Hand and Official Seal this 8 day of Nov., 19 50

William W. Muller

Recorder of Deeds

Ely.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 411 Filed Term, 196
In Trespass

PAUL ALBERT ET UX

VS.

ROY R. FAIRMAN, ET AL,
t/d/b/a FAIRMAN DRILLING
COMPANY

COMPLAINT

TO THE WITHIN DEFENDANTS:

You are hereby notified
to file defensive pleadings
to the within Complaint with-
in twenty (20) days from
service hereof.

SMITH, SMITH & WORK

BY *William H. Smith*
Attys. for Plaintiffs

FILED

FILED

WM. T. MAGENY

SMITH, SMITH & WORK

ATTORNEYS-AT-LAW
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Paul Albert and
Louise Albert

: No. 41 February Term, 1961

VS

Roy R. Fairman, Earl F.
Fairman, Franklin Fairman,
Harry H. Fairman, Milo M. Fairman,
Ernest R. Fairman and William
Griffith, t/d/b/a Fairman
Drilling Company

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: Complaint In Trespass

(SHERIFF'S RETURN)

NOW, February 13, 1961 deputized the Sheriff of Jefferson County to serve the within Complaint In Trespass upon Fairman Drilling Company.

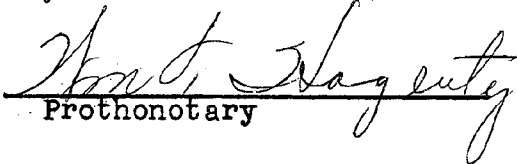
NOW, February 18, 1961 served the within Complaint In Trespass upon Fairman Drilling Company by deputizing the Sheriff of Jefferson County. The return of service of Paul A. Evans, Sheriff of Jefferson County, is hereto attached and made part of this return of service.

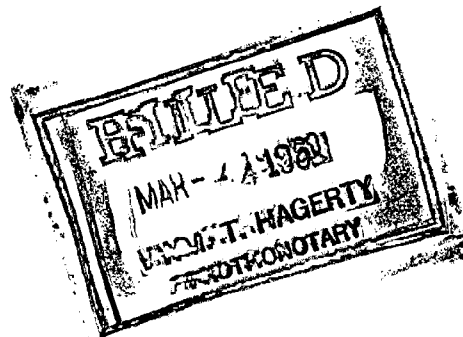
COSTS: Sheriff Ammerman \$6.00
Sheriff of Jefferson County \$10.90
(Paid by Attys S, S & W)

So answers.


CHARLES G. AMMERMAN
Sheriff

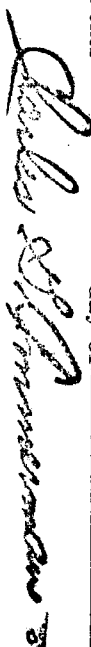
Sworn to before me this 3rd
day of March A. D. 1961.


Prothonotary



Know all men by these presents, That I, Charles G. Ammerman
High Sheriff of Clearfield County, State of Pennsylvania, do hereby deputize Sheriff of _____
Jefferson County _____ to execute this writ; this deputation being made at the
request and risk of the Plaintiff.

Given under my hand and seal this 13th day of February
A. D. 1961.


CHARLES G. AMMERMAN
Sheriff.

No. 41 February Term, 1961

Now, February 18, 1961, at 2:30 o'clock P.M., E.S.T., by virtue of the within deputation, served the within Complaint in Trespass, on ROY FAIRMAN, et al, t/d/b/a Fairman Drilling Company Defendant, at 511 Highland Avenue, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to Ann Fairman, his wife, an adult member of the family with which he resides, a true and attested copy of the same and by making known to her the contents thereof.

My Costs: \$10.40 Paid
Prothy Costs: \$.50 Paid

Total Costs: \$10.90 Paid

So Answers,

Paul A. Evans SHERIFF
JEFFERSON COUNTY, PENNSYLVANIA.

Sworn and subscribed
to before me this 28th
day of Feb 1961
Grant E. Mohnery Pro.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAUL ALBERT and LOUISE ALBERT,
his wife,

v.

ROY R. FAIRMAN, EARL F.
FAIRMAN, FRANKLIN FAIRMAN,
HARRY H. FAIRMAN, MILO M.
FAIRMAN, ERNEST R. FAIRMAN
and WILLIAM GRIFFITH, t/d/b/a
FAIRMAN DRILLING COMPANY

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No. 41 February Term, 1961

In Trespass

PRELIMINARY OBJECTION

MOTION FOR MORE SPECIFIC COMPLAINT

1. The Complaint is not sufficiently specific because:

(a) Paragraph 16(b) of the Complaint avers that "foreign substances entered Plaintiffs' wells" but omitted averment as to what the "foreign substances" were.

(b) Paragraph 17(b) of the Complaint avers that "other foreign agents entered the water table supplying Plaintiffs' wells" but omitted averment as to what the "foreign agents" were.

(c) Paragraph 18 of the Complaint avers that "other foreign substances have penetrated Plaintiffs' water wells" but omitted averment as to what the "foreign substances" were.

2. The Defendants move the Court to order the Plaintiffs to file a more specific Complaint averring particularly the details omitted as set forth in paragraph 1 hereof.


Attorney for Defendants

*Now April 7, 1961 service accepted and
copy received*

W. Griffith, Attorney

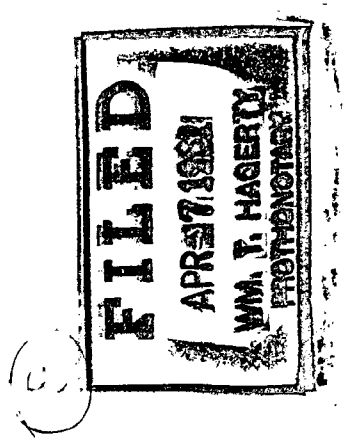
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 41 February Term, 1961

PAUL ALBERT and LOUISE ALBERT,
his wife,

v.

ROY R. FAIRMAN, EARL F. FAIR-
MAN, FRANKLIN FAIRMAN,
HARRY H. FAIRMAN, MILO M.
FAIRMAN, ERNEST R. FAIRMAN
and WILLIAM GRIFFITH, t/d/b/a
FAIRMAN DRILLING COMPANY

Preliminary Objection
Motion for more Specific Complaint



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAUL ALBERT and LOUISE
ALBERT, his wife,

v.

ROY R. FAIRMAN, EARL F.
FAIRMAN, FRANKLIN FAIRMAN,
HARRY H. FAIRMAN, MILO M.
FAIRMAN, ERNEST R. FAIRMAN
and WILLIAM GRIFFITH, t/d/b/a
FAIRMAN DRILLING COMPANY

No. 41 February Term, 1961

In Trespass

PRAECIPE FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY:

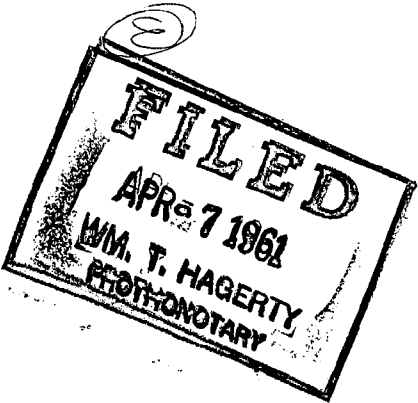
Sir:

Enter my appearance as attorney for the Defendants.

Robert V. Mair
Attorney for Defendants

Dated:

April 7, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAUL ALBERT and LOUISE ALBERT,
his wife

VS

No. 41 February Term, 1961

ROY R. FAIRMAN, EARL F. FAIRMAN,
FRANKLIN FAIRMAN, HARRY H. FAIR-
MAN, MILO M. FAIRMAN, ERNEST R.
FAIRMAN and WILLIAM GRIFFITH,
t/d/b/a FAIRMAN DRILLING COMPANY::

IN TRESPASS

FIRST AMENDED COMPLAINT

COME now PAUL ALBERT and LOUISE ALBERT, his wife,
Plaintiffs, and in answer to Defendants' Preliminary Objection and
in compliance with Pa. R.C.P. No. 1028, amend their Complaint filed
in the above action as follows:

(16) (b). Plaintiffs believe, and therefor aver,
that the foreign substances which entered Plaintiffs' wells because
of deliberate acts of Defendants or negligent acts of Defendants
were, among others, sulphates including iron sulphate, soluble
magnesium salts, sodium chloride, hydrocarbons, and soluble calcium
salts.

(17) (b). Plaintiffs believe, and therefor aver, that
the foreign substances which entered Plaintiffs' wells because of
deliberate acts of Defendants or negligent acts of Defendants were,
among others, sulphates including iron sulphate, soluble magnesium
salts, sodium chloride, hydrocarbons, and soluble calcium salts.

(18). That by reason of Defendants' actions, sulphates
including iron sulphate, soluble magnesium salts, sodium chloride,
hydrocarbons, and soluble calcium salts penetrated Plaintiffs'
wells and contaminated the water supply for Plaintiffs' homes, re-
sulting in said homes being without a source of potable water.

-2-

WHEREFORE, Plaintiffs claim of the Defendants for damages, the sum of \$24,000.00, together with costs and interest.

SMITH, SMITH & WORK

BY W. U. Smith
Attys. for Plaintiffs

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD :

PAUL ALBERT and ~~LOUISE ALBERT~~, being duly sworn according to law, depose and say the facts set forth in the foregoing First Amended Complaint are true and correct to the best of their knowledge, information and belief.

Paul Albert
(Paul Albert)

~~LOUISE ALBERT~~

Sworn and subscribed to
before me this 10th day
of April, 1961.

Mrs. Mildred B. Hughes

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

Revised March

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

No. 41 Feb. Term, 1961
In trespass

PAUL ALBERT ET UX

VS

FAIRMAN DRILLING COMPANY

FIRST AMENDED COMPLAINT

TO THE WITHIN DEFENDANTS:

You are hereby required to
file defensive pleadings to
the Complaint and within First
Amended Complaint within twenty
days from service hereof.

SMITH, SMITH & WORK

BY *W. T. Hagerty*
FILED
APR 11 1961
WM. T. HAGERTY
PROTHONOTARY
SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Please accepted this 17th day of April, 1961
Wm T Hagerty
Prothonotary