

DOCKET NO. 173

NUMBER TERM YEAR

56 February 1961

Thomas Love

VERSUS

Ada Griffith and Mary Dunsmore

and W. Douglas Dunsmore, t/d/b/a

Sunshine Cleaners

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS LOVE :
VS : No. 56 February Term, 1961
ADA GRIFFITH, and MARY :
DUNSMORE and W. DOUGLAS :
DUNSMORE, trading and doing :
business as SUNSHINE CLEANERS :
IN TRESPASS

C O M P L A I N T

NOW COMES Thomas Love and brings this Complaint in Trespass against Ada Griffith, individually, and Mary Dunsmore and W. Douglas Dunsmore, t/d/b/a Sunshine Cleaners, upon a cause of action whereof the following is a statement:-

(1). The Plaintiff is an adult resident of Houtzdale, Clearfield County, Pennsylvania.

(2). The Defendant, Ada Griffith, is an adult resident of LeContes Mills, Clearfield County, Pennsylvania; and the Defendants, Mary Dunsmore and W. Douglas Dunsmore, are adult residents of Clearfield, Clearfield County, Pennsylvania, t/d/b/a Sunshine Cleaners.

(3). On or about May 12, 1960, at approximately 2:00 p.m., e.d.s.t. the Plaintiff was operating his 1959 Chrysler Sedan in an easterly direction on Pennsylvania Route #322, in Bradford Township, Clearfield County, Pennsylvania.

(4). At the time and place aforesaid, the Defendant, Ada Griffith, was operating a truck owned by Sunshine Cleaners and was operating said truck within the scope of her employment for Sunshine Cleaners.

(5). At the time and place aforesaid, the Defendant, Ada Griffith, was operating the truck of Sunshine Cleaners on a dirt road, which road intersects with Pennsylvania Route #322 from the North, and did drive the said truck off the dirt road and onto Pennsylvania Route #322, directly in front of the Plaintiff, and did cross the said Highway so as to occupy the side of the road upon which Plaintiff was operating his vehicle and then did make a left turn on a private lane to the North of said Pennsylvania Route #322.

(6). In order to avoid colliding with Defendant's vehicle, the Plaintiff was forced to apply his brakes in such a manner as to cause him to skid and hit the guard rail on the North side of said Highway.

(7). The Defendant was negligent in the following respects:-

- a. In failing to yield the right-of-way to oncoming traffic;
- b. In entering a thru highway without coming to a stop; and
- c. In failing to have her vehicle under contrl.

(8). As a result of the said accident, the Plaintiff sustained damages to his vehicle, in the amount of One Hundred Eighty-six and 73/100 (\$186.73) Dollars, as set forth in copy of the repair bill, attached hereto and marked Exhibit A.

WHEREFORE, the Plaintiff brings suit against the Defendants for the liquidated amount of One Hundred Eighty-six and 73/100 (\$186.73) Dollars, plus costs and interest from May 12, 1960.

Thomas Love

BELL, SILBERBLATT & SWOOP

BY: Paul Silberblatt

Attorneys for Plaintiff

STATE OF PENNSYLVANIA:
SS:
COUNTY OF CLEARFIELD :

Before me, the subscriber hereto, personally appeared THOMAS LOVE, who, being duly sworn according to law, deposes and says 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 9th day of Feb. , 1961.

Kathryn L. Scollins

NOTARY PUBLIC
My Commission Expires March 9, 1968

I. & M. BODY SHOP

Body and Fender Repairing, Painting
Gas and Electric Welding

1010 Walton St. Philpottburg, Pa.

PHONE DI 2-1710

MEMORANDUM ESTIMATE OF REPAIR COSTS

No.

Name Thomas L. & Jean Lowe

Date May 28, 1962

Address Hautzdale Pa

Phone

Below Is Our Estimate to Repair Your 1959 Chry. Son

Automobile

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE
<u>Wagon</u>	<u>292 CH</u>		<u>1A511120673</u>	
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED				
<u>Flange Front End</u>				<u>7.50</u>
<u>Replace Front Bumper Lower Bar</u>			<u>78.50</u>	<u>3.20</u>
<u>Repair + Paint Right Front Fender</u>			<u>7.20</u>	<u>12.00</u>
" <u>Right Rocker</u>			<u>4.00</u>	<u>4.00</u>
" <u>Right Front Door (2 c. 16)</u>			<u>8.00</u>	<u>32.00</u>
<u>Replace Right Front Door Handle</u>			<u>8.95</u>	<u>1.20</u>
" " " <u>Door Upper Molding</u>			<u>3.90</u>	
" " " <u>Door Lower "</u>			<u>3.50</u>	
<u>Paint + Materials</u>			<u>5.60</u>	
			<u>19.20</u>	<u>100.95</u>
				<u>39.90</u>
<u>Total 179.55</u>				
<u>Pa. State Tax</u>	<u>7.18</u>			
<u>Grand Total 186.73</u>				
<u>Final Bill</u>				
<u>86.73</u>				
<u>470-100</u>				
<u>TOTALS</u>				
<u>PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL</u>				

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started damaged or broken parts are discovered which are not evident on the first inspection. For that reason the above prices are not guaranteed.

86.73

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 56 February Term, 1961
IN TRESPASS

THOMAS LOVE

VS.

ADA GRIFFITH, and MARY DUNSMORE
and W. DOUGLAS DUNSMORE, t/a/b/a
SUNSHINE CLEANERS

COMPLAINT

To the within named Defendant or
Defendants: -

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

John J. Bell
John J. Bell
2/23/61

BELL, SILBERBLATT & SWOORE
BY: *John J. Bell*
Attorneys for Plaintiff

H. S. Alley
H. S. Alley

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS LOVE

VS

No. 56 February Term, 1961

ADA GRIFFITH and MARY
DUNSMORE and W. DOUGLAS DUNS-
MORE, t/d/b/a SUNSHINE CLEANERS

In Trespass

PETITION TO OPEN JUDGMENT
FOR WANT OF ANSWER

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The petition of ADA GRIFFITH and MARY DUNSMORE and W. DOUGLAS DUNSMORE, t/d/b/a SUNSHINE CLEANERS, Defendants in the above case, sets forth:

(1). Your Petitioners are individuals who reside in Clearfield County, Pennsylvania.

(2). On or about February 16, 1961, Plaintiff commenced an action in trespass against your Petitioners alleging damages as a result of a collision to Plaintiff's car.

(3). Complaint was served on your Petitioners February 16, 1961.

(4). Your Petitioners immediately turned said Complaint and pleading over to their insurance carrier who employed Penn Eastern Adjusters of Clearfield, Pennsylvania, to investigate the loss.

(5). Your Petitioners, through their agent, Penn Eastern Adjusters, negotiated with counsel for Plaintiff and attempted to settle said loss.

(6). Your Petitioners' agent, Penn Eastern Adjusters, were under the impression that Plaintiff's attorney had agreed not to hold them to a time limit for answering or defending said action in the event settlement was not arrived at.

(7). Your Petitioners' agent, Penn Eastern Adjusters, evidently misunderstood counsel for the Plaintiff or otherwise a mistake occurred in regard to the extension for the filing of defensive pleadings or an appearance in this action.

(8). Since settlement could not be consummated, Defendants employed counsel on March 15, 1961, and on the same day, but prior to the employment of counsel, Plaintiff, through his attorney, took judgment against the Defendants by default without notice to Defendants or their agents, Penn Eastern Adjusters.

(9). Immediately after judgment was taken by default, Defendants' counsel entered an appearance in said action

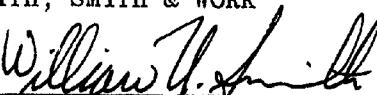
(10). Your Petitioners aver they have a full, true and just defense to the entire matter and claim of Plaintiff, specifically:

(a). Plaintiff's complaint and proof will show that Plaintiff was guilty of contributory negligence in that he was driving too fast for conditions, in that he failed to maintain a proper lookout, and in that he did not have his car under control so that he could stop within the assured clear distance.

WHEREFORE, your Petitioners pray that your Honorable Court grant a Rule on the above Plaintiff to show cause why the judgment should not be opened and Defendants let into a defense.

Respectfully submitted,

SMITH, SMITH & WORK

BY 
Attys. for Defendants

STATE OF PENNSYLVANIA: SS
COUNTY OF CLEARFIELD :

W. DOUGLAS DUNSMORE, being duly sworn according to law,
deposes and says he is one of the Petitioners in the foregoing
Petition, and the facts set forth therein are true and correct
to the best of his knowledge, information and belief.

W. Douglas Dunsmore
(W. Douglas Dunsmore)

Sworn and subscribed to
before me this 23rd day
of March, 1961.

John F. Neary

PROTHONOTARY
My Commission Expired
1st Monday Jan. 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS LOVE

VS

No. 56 February Term, 1961

ADA GRIFFITH and MARY DUNSMORE
and W. DOUGLAS DUNSMORE, t/d/b/a:
SUNSHINE CLEANERS

In Trespass

R U L E

NOW, the 30th day of March, 1961, on motion of Smith,
Smith & Work, Attorneys for Defendants in the above action, the
Court grants a rule on the Plaintiff to show cause why the judg-
ment should not be opened and Defendants let into a defense.
Said Rule shall be returnable the see end day of , 1961,
at M.

BY THE COURT


John B. Peug
P.J.

Paul Silberblatt

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 56 February Term, 1961
IN TRESPASS

THOMAS LOWE

VS.

ADA GRIFFITH and MARY DUNSMORE
and W. DOUGLAS DUNSMORE,
t/d/b/a SUNSHINE CLEANERS

PETITION TO OPEN JUDGMENT
FOR WANT OF ANSWER



SMITH, SMITH & WORK
ATTORNEYS AT LAW
CLEARFIELD, PA.

Mar. 30, 1961

*Service accepted, reserving
rule manual.*

*Re Bell, Silberblatt, George
By Paul Silberblatt
Attn: for Plaintiff*

Thomas Love

vs.

Ada Griffith & Mary Dunsmore
 W. Douglas Dunsmore,
 t/d/b/a Sunshine Cleaners

IN THE COURT OF COMMON PLEAS
 OF CLEARFIELD COUNTY

No. 56 February Term, 1961

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 28th day of October, 1961, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

J. B. Gates John B. Gates
J. Paul Frantz, Jr. Chairman
J. Paul Frantz, Jr. J. Paul Frantz, Jr.
Clarence J. Kramer ~~Harold Boulton~~ Clarence J. Kramer

Sworn to and subscribed before me
 this 28th day of Oct.,

1961

Wm T. Haperty
 Prothonotary

AWARD OF ARBITRATORS

Now, this 28th day of October, 1961, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: *Verdict in favor of plaintiff and
 against defendant in sum of \$186.73 plus costs & interest*

J. B. Gates Chairman
J. Paul Frantz, Jr.
Clarence J. Kramer

ENTRY OF AWARD

Now, this day of 1961, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

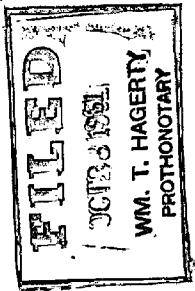
In the Court of Common Pleas
of Clearfield County

No.

Term, 195

vs.

OATH OR AFFIRMATION
OF ARBITRATORS
AND AWARD



SIR:

The following three persons have been appointed Arbitrators
in the case of Thomas Love

Ada Griffith & Mary Dunsmore, W. Douglas Dunsmore
d/b/a Sunshine Cleaners No. 56 February Term, 1961

the first named being the Chairman of the Board:

John B. Gates, Chairman, # J. Paul Frantz, Jr.
& # Clarence R. Kramer

Hearing of the case has been fixed for Saturday
at 9:30 A.M. DST
in ~~xxxxxx~~ Grand Jury Room

Very truly yours,

Wm T. Hagerty
William T. Hagerty,
Prothonotary.

WTH/jb

Thomas Love

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

vs.
Ada Griffith & Mary Dunsmore
v. Douglas Dunsmore
+/all b/a Sunshine Cleaners

No. 56 Fe b Term, 1961

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule....., requests you to appoint a **BOARD OF ARBITRATORS** and certifies that:

() The amount in controversy is \$1,000 or less.
 () The case is at issue.
 () An agreement of reference has been filed of record.
 () Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff Bill Sellbarkett Defendant Wm V Smith
Surveys

Date.....

Bill Sellbarkett, Surveyor
 Attorney for Bill Sellbarkett

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (2)

Attorney for.....

Attorney for.....

Attorney for.....

Attorney for.....

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, Oct. 9, 1961, hearing of the above case is fixed for Saturday,
Oct. 28, 1961, in 9:30 AM Room, Clearfield County Court House, Clearfield,
 Pa., and the following Clearfield County Bar members:

Chairman.....

are appointed as the **BOARD OF ARBITRATORS** to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary.....

by.....
 Deputy.....¹⁾ See Court Rule 27²⁾ Waiver requires signatures of counsel for all parties.

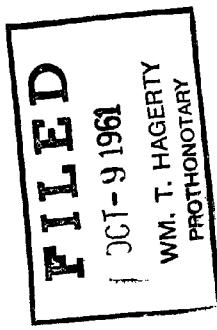
In the Court of Common Pleas
of Clearfield County

No.

Term, 195

vs.

PRAECEIPE FOR APPOINTMENT OF
ARBITRATORS



In the Court of Common Pleas:

Clearfield County.

Thomas Love

Of ~~xxix~~ February

Term. 1961

No. 56

Plaintiffs

Bill of Costs

VERSUS

A

-Term, 19-

Ada Griffith, et al

CLEARFIELD COUNTY, SS:

Paul Silberblatt

Personally appeared before me Paul Silberblatt, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were subpoenaed, necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this

30th day of October A. D. 1961

PROT. NO. 1001
My Commission Expires
1st Monday Jan. 19.th

No. 56 February Term, 1961.

THOMAS LOVE.....

Versus

ADA GRIFFITH, & MARY DUNSMORE &

W. DOUGLAS DUNSMORE, t/a/b/a/.

SUNSHINE CLEANERS.....

Bell, Silberblatt & Swoope.....

Attorney

In the Court of Common Pleas

Clearfield County.

Thomas Love

Of ~~xx~~ February

Term, 1961

No. 56

Plaintiffs

Bill of Costs

VERSUS

At

Term, 19

Ada Griffith, et al

CLEARFIELD COUNTY, SS:

Personally appeared before me **Paul Silberblatt**, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were subpoenaed, necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this

30th day of October, A. D. 1961.

Wm T. Hagey, Prothonotary

PROTHONOTARY

PROVISIONARY
My Commission Expires

My Commission Expires
1st Monday Jan 1962

Wm V. Smith

No. 56 February Term, 1961.

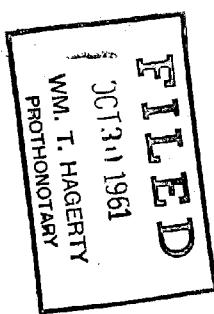
THOMAS LOVE

Versus

ADA. GRIFFITH, & MARY DUNSMORE &

W. DOUGLAS DUNSMORE, t/a/b/a/

SUNSHINE CLEANERS



Bell, Silberblatt & Swoope
Attorney

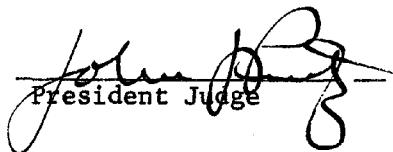
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.

THOMAS LOVE	:	
VS	:	No. 56 February Term 1961
ADA GRIFFITH and MARY	:	IN TRESPASS
DUNSMORE And W. DOUGLAS	:	
DUNSMORE, trading and	:	
doing business as	:	
SUNSHINE CLEANERS	:	

O R D E R

NOW, June 28, 1961, Rule to open judgment and permit defendants to enter a defense, made absolute. Defendants to file such pleadings as they may desire, within twenty days from the date hereof.

BY THE COURT



John H. Basye
President Judge

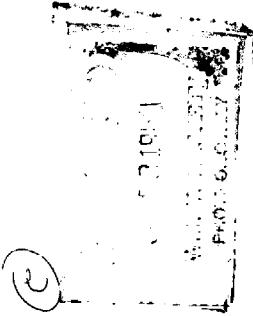
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
IN TRESPASS
No. 56 February Term 1961

THOMAS LOVE

VS

ADA GRIFFITH and MARY DUNSMORE,
W. DOUGLAS DUNSMORE, trading
and doing business as
SUNSHINE CLEANERS

ORDER



JOHN J. PENTZ
PRESIDENT JUDGE
CLEARFIELD, PENNSYLVANIA