

DOCKET NO. 173

NUMBER	TERM	YEAR
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56	February	1961
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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

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

No. 56 February Term, 1961

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 control.

(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 & SWOOPÉ

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. Collins

NOTARY PUBLIC
My Commission Expires March 9, 1963

1010 Walton St. Philipsburg, Pa.

No. _____

Name THOMAS L. + JEAN LORR

Date MAY 28, 1960

Address Hantzdale Pa

Phone.....

Below Is Our Estimate to Repair Your 1959 CHRY SDA Automobile

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	CITY/STATE	
Windsor	292 CH		M511620673		
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
Align FRONT END					\$ 7.50
Replace FRONT BUMPER LOWER BAR				\$ 78.58	\$ 3.20
Repair + PAINT Right FRONT FENDER			\$ 7.20		\$ 12.00
" Right Packer			\$ 4.00		\$ 4.00
" Right FRONT Door (2 c. l.e.)			\$ 8.00		\$ 32.00
Replace Right FRONT Door Handle				\$ 8.25	\$ 1.20
" " " Door upper M.D.T.C.				\$ 3.90	
" " " Door Lower "				\$ 3.50	
PAINT & MATERIAL				56c	
			\$ 19.20	\$ 100.45	\$ 99.90
Total \$ 179.55					
Pa. State Tax 7.18					
Comp. Total \$ 186.73					
Final Bill					

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 this reason the above prices are not guaranteed.

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.

32 days

BELL, SILBERBLATT & SWOORE

BY: *[Signature]*
Attorneys for Plaintiff

450 City

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

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

:
:
: No. 56 February Term, 1961
:
: 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:

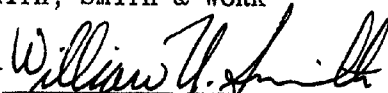
(a). Plaintiff's complaint and proof will show that Plaintiff was guilty of contributory negligence in that he was driving too fast for conditions, in that he failed to maintain a proper lookout, and in that he did not have his car under control so that he could stop within the assured clear distance.

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 G. Negety

PROTHONOTARY

My Commission Expires
1st Monday Jan. 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS LOVE

VS

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

:
:
No. 56 February Term, 1961
:
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 level day of , 1961,
at M.

BY THE COURT

John R. Rung
P.J.

Paul Silberblatt

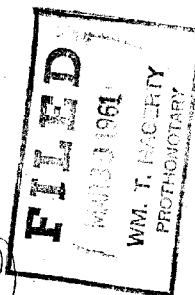
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 56 February Term, 1961
IN TRESPASS

THOMAS LOVE

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

Serious accepted, issuance of
rule waived.

*Rel. Silberblatt to lawyers
By Paul Silberblatt
attys 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.

John B. Gates

Chairman

J. Paul Frantz, Jr.

~~#####~~~~Harold Dalton~~

Sworn to and subscribed before me

this 28th day of Oct

1961

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

Chairman

ENTRY OF AWARD

Now, this _____ day of _____, 195____, 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

by _____

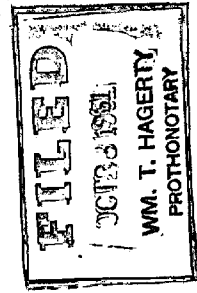
In the Court of Common Pleas
of Clearfield County

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, ~~XXXXXXXXXXXXXXXXXXXX~~ J. Paul Frantz, Jr.
& ~~XXXXXXXXXXXXXXXXXXXX~~ Clarence R. Kramer

Hearing of the case has been fixed for Saturday

at 9:30 A.M. DST

in ~~Courtroom~~ Grand Jury Room

Very truly yours,

William T. Hagerty

William T. Hagerty,
Prothonotary.

WTH/jb

Thomas Love

vs.

Ada Griffith & Mary Dunsmore
v. Douglas Dunsmore
+ d/b/a Sunshine CleanersIN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 56 Feb 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 Ball, Silbarfatz & Surge Defendant Wm. V. Smith

Date.....

Ball, Silbarfatz & Surge
Attorney for Ball, Silbarfatz & Surge

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 27

2) Waiver requires signatures of counsel for all parties.

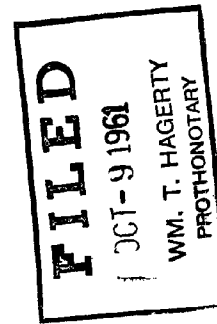
In the Court of Common Pleas
of Clearfield County

No.

Term, 195

vs.

PRAECIPE FOR APPOINTMENT OF
ARBITRATORS



Clearfield County.

Thomas Love

Of ~~xxxx~~ February

Term, 1961No. 56

Plaintiffs

Bill of Costs

VERSUS

At

Term, 19__

Ada Griffith, et al

Jean Lowe

P. O. Houtzdale, Penna.

1

\$5.00
 ...Days in Court at \$~~8.00~~ per day
 \$c per mile actually traveled
 7c **26 miles**

5 v 00

1	82
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P. O.

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 1c per mile actually traveled
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Days in Court at \$5.00 per day
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Serving subpoenas Witness

P. O.

Miles distance

Whole amount of Bill

6 82

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. Hagerty
PROTHONOTARY
My Commission Expires
1st Monday Jan. 1917

Paul Hilbert

No. **56 February** Term, 19 **61**

THOMAS LOVE

Versus

**ADA GRITTEYH, & MARY DUNSMORE &
W. DOUGLAS DUNSMORE, t/d/b/a/
SUNSHINE CLEANERS**

Bell, Silberblatt & Swoope
Attorney

Clearfield County.

Thomas Love

Of ~~x56x~~ February

Term, 1961

No. 56

Plaintiffs

Bill of Costs

At _____ Term, 19____

VERSUS

Ada Griffith, et al

Jean Lowe	1	\$5.00	5	00
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		7c per mile actually traveled		
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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. Harty, Prothonotary

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

20th 21. Smith

No. 56 February Term, 1961.

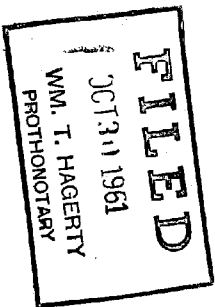
THOMAS LOVE

Versus

ADA GRIFFITH, & MARY DUNSMORE &

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

SUNSHINE CLEANERS



Bell, Silberblatt & Swoope

Attorney

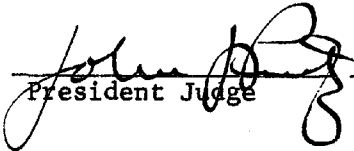
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.

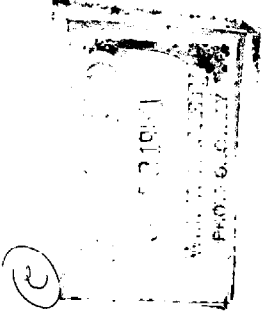
THOMAS LOVE	:	
	:	
VS	:	No. 56 February Term 1961
	:	
ADA GRIFFITH and MARY	:	IN TRESPASS
DUNSMORE And W. DOUGLAS	:	
DUNSMORE, trading and	:	
doing business as	:	
SUNSHINE CLEANERS	:	

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


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	
<div></div> <div>JOHN J. PENTZ PRESIDENT JUDGE CLEARFIELD, PENNSYLVANIA</div>	