

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

PRAECIPE FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

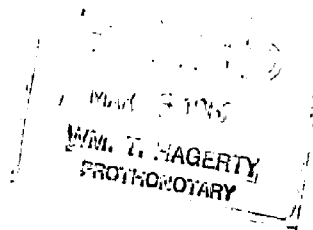
Enter our appearance in the above captioned case on
behalf of the Defendants.

SMITH, SMITH & WORK

BY

W. H. Smith
Attys. for Defendants

Dated: March 16, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Thomas Love : No. 56 February Term, 1961

vs :

Ada Griffith & Mary Dunsmore :
and W. Douglas Dunsmore :
t/d/b/a Sunshine Cleaners : Complaint In Trespass

(SHERIFF'S RETURN)

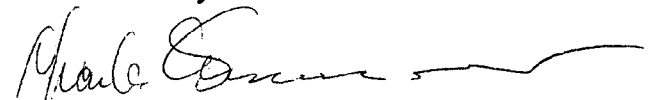
NOW, February 16, 1961 at 11:20 o'clock A.M. served the within Complaint In Trespass on Ada Griffith at place of residence, LeCon es Mills, Pennsylvania by handing to her personally a true and attested copy of the original Complaint In Trespass and made known to her the contents thereof.

NOW, February 14, 1961 at 9:50 o'clock A.M. served the within Complaint In Trespass on Mary Dunsmore t/d/b/a Sunshine Cleaners at place of residence, 122 S. 4th St, Clearfield, Pennsylvania by handing to her personally a true and attested copy of the original Complaint In Trespass and made known to her the contents thereof.

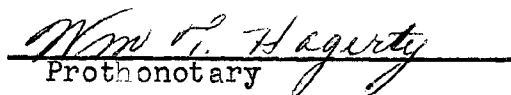
NOW, February 14, 1961 at 9:50 o'clock A.M. served the within Complaint In Trespass on W. Douglas Dunsmore t/d/b/a Sunshine Cleaners at place of residence, 122 S. 4th St., Clearfield, Pa., by handing to Mary J. Dunsmore an adult member of the family being the wife of W. Douglas Dunsmore a true and attested copy of the original Complaint In Trespass and made known to her the contents thereof.

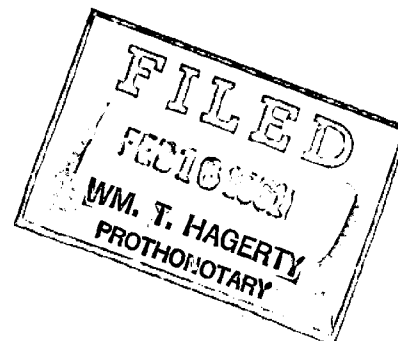
COSTS: Sheriff Ammerman \$12.60
(Paid by Attys B, S & S)

So answers,


CHARLES G. AMMERMAN
Sheriff

Sworn to before me this 16th
day of February A. D. 1961.


Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS LOVE

-vs-

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

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No. 56 February Term, 1961

IN TRESPASS

ANSWER

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

The Answer of Paul Silberblatt, attorney for Thomas Love, sets forth the following:

(1). Admitted.

(2). Plaintiff's Complaint in Trespass was filed with the Prothonotary of Clearfield County, Pennsylvania, on February 13, 1961.

(3). The Complaint was served by the Sheriff of Clearfield County, Pennsylvania, on Mary Dunsmore and W. Douglas Dunsmore on February 14, 1961; and on Ada Griffith on February 16, 1961.

(4). It is unknown by the Plaintiff when the Defendants turned the Complaint over to their insurance carrier.

(5). On February 28, 1961, Penn Eastern Adjusters advised attorney for the Plaintiff that the Complaint had been forwarded to them and at that time Penn Eastern Adjusters made an offer of settlement. On March 6, 1961, Penn Eastern's offer of settlement was refused by the Plaintiff and Plaintiff made a counter-offer of settlement to Penn Eastern Adjusters, which was refused by Penn Eastern on March 8, 1961. At that time, Penn Eastern Adjusters advised Plaintiff's attorney that they were going to secure counsel to represent the Defendants and several times during the said conversation Plaintiff's attorney advised Penn Eastern's adjuster to secure counsel without delay.

(6). Denied. It is denied that Plaintiff's attorney agreed not to hold Defendants to the time limit for answering or

defending the said Complaint. It is admitted that when Penn Eastern's adjuster contacted Plaintiff's attorney on February 28, 1961, he was advised that since the twenty-day period had not expired as yet, there was sufficient time to negotiate a settlement. At no time in any subsequent conversation with Penn Eastern Adjusters did Plaintiff's attorney, either orally or in writing, agree to any extension of time or make any statement which would leave Penn Eastern Adjusters under the impression that a time extension had been granted or would be given.

(7). This allegation can neither be admitted nor denied as it is beyond the realm of Plaintiff's attorney to know whether or not Penn Eastern Adjusters misunderstood Plaintiff's counsel.

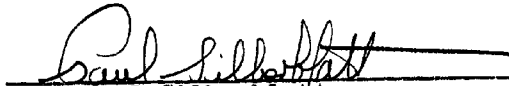
(8). It is unknown to Plaintiff's attorney when Penn Eastern Adjusters employed counsel to represent Defendants in this matter although the docket in the Prothonotary's office shows that on March 15, 1961, Plaintiff took judgment by default against the Defendants for failure to plead, file an answer, or an appearance. There is no rule of procedure which required Plaintiff's attorney to give notice to Defendants or to their agent, Penn Eastern Adjusters, since at that time, Plaintiff's attorney had not been advised whether Defendants were represented by counsel.

(9). Default judgment was taken by Plaintiff's attorney on written instructions from his client and the said praecipe for judgment was filed with the Prothonotary at approximately 3:50 p.m. e.s.t. March 15, 1961. The docket in the Prothonotary's office shows that Defendants, by their attorneys, filed an appearance on March 16, 1961, and by letter dated March 20, 1961, and received by Plaintiff's attorney on March 21, 1961, Defendants' attorney advised that an appearance had been entered on behalf of the Defendants.

(10). Denied. It is denied that Defendants have a full, true and just defense to the claim of the Plaintiff.


WHEREFORE, Plaintiff's attorney prays your Honorable Court to refuse Petitioners' motion to open the judgment and leave Defendants into a defense.

BELL, SILBERBLATT & SWOOPE
By

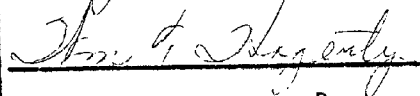

Paul Silberblatt,
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared PAUL SILBERBLATT, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer are true and correct.



Sworn to and subscribed
before me this 21st day
of April, 1961.



PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

SECRET

Ada Griffith, and Mary

Dunsmore and W. Douglas Dunsmore
trading and doing business as
Sunshine Cleaners

To William T. Hagerty

Please enter Judgment in favor of the above Plaintiff and against the Defendants for failure to appear or file an Answer within 20 days from the date of service of the Complaint: damages to be determined

sec 1ed.

BELL, SILVERLATT & SMOOFE

by Paul Lehman

Attorney for Plaintiff

March 15, 1961

No. 56 Term Feb. 1961

Thomas Love

vs.

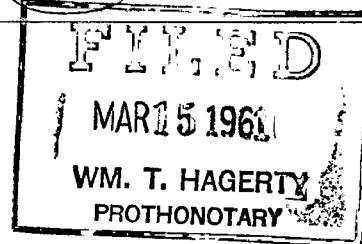
Ada Griffith, et al

~~APPEARANCE~~

Præcipe

For

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P R A E C I P E

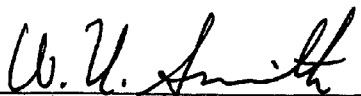
TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Place the above case on the Argument List for the next
term of Argument Court.

SMITH, SMITH & WORK

BY


Attys. for Defendants

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

PRAECIPE

To William T. Hagerty, Prothonotary.

Sir:

Please mark the above case *Satisfied* ~~settled and discontinued~~, upon
payment of the costs.

BELL, SILBERBLATT & SWOOPE

by *Paul Silberblatt*
Attorneys for Plaintiff

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

PRAECIPE

a/e/du
FILED
NOV 15 1961
Wm. T. MAGERTY
PROTHONOTARY

Summe accepted and copy received 4/21/61

W. U. Smith
Atty for Def

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENN- SYLVANIA, No. 56 February Term, 1961 - In Trespass	THOMAS LOVE -VS- ADA GRIFFITH and MARY DUNSMORE and W. DOUGLAS DUNSMORE, t/a/d/b/a SUNSHINE CLEANERS	<u>ANSWER</u>	<div>FILED APR 21 1961 WM. T. HAGENITY PROTHONOTARY</div>	BELL, SILBERBLATT & SWOOPPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.
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