

DOCKET NO. 173

NUMBER TERM YEAR

72 February 1961

James T. Crissman

VERSUS

Edward Toth

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES T. CRISSMAN

VS

EDWARD TOTH

:  
:  
:  
:  
:

No. 72 February Term, 1961

PRAECIPE FOR DISCONTINUANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY:

SIR:

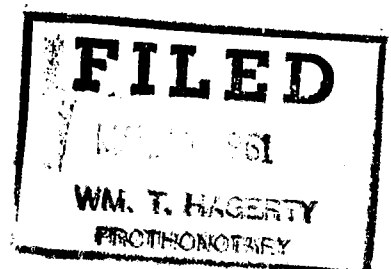
Mark the records satisfied and discontinued in connection with the above action.

SMITH, SMITH & WORK

BY

W. U. Smith  
Attys. for Plaintiff

Dated: March 21, 1961



In the Court of Common Pleas of Clearfield County, Pa.

James T. Ceissman

vs

No 72 Feb Term 1961.

Edward Toth

\*\*\*\*\*  
(Sheriff,s Return)

Now, Feb, 16, 1961, deputized the Sheriff of Allegheny County to serve the within Complaint In Trespass upon Edward Toth.

Now, Feb 21st 1961 at 2.40 P.M., served the within Complaint In Trespass upon Edward Toth, by deputizing the Sheriff of Allegheny County, The return of service of William H. Davis Sheriff of Allegheny County, is Hereto attached and made part of this service.

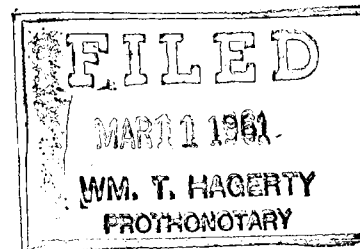
Costs; Sheriff Ammerman \$6.00  
Sheriff Of Allegheny County, \$9.60  
(Paid by S.S.W.Attys.)

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff.

Sworn to before me this 11  
day of March A.D. 1961.

*Wm. T. Hagerty*  
Prothonotary.

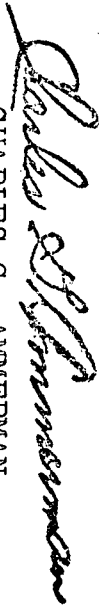


Know all men by these presents, That I, Charles G. Ammerman

High Sheriff of Clearfield County, State of Pennsylvania, do hereby deputize Sheriff of Allegheny County to execute this writ; this deputation being made at the request and risk of the Plaintiff.

Given under my hand and seal this 16th day of February

A. D. 19 61.

  
CHARLES G. AMMERMAN Sheriff.

The Commonwealth of Pennsylvania  
ALLEGHENY COUNTY

} ss.:

Personally appeared before me, John A. Riddle a Deputy for  
William H. Davis, Sheriff of Allegheny County, Pennsylvania, who being duly sworn according to law.  
deposed and says that on the 21st. day of February 1961 at 2:40 P.M. he served  
Edward Toth, at his place of residence

at No. Forest Grove & Silver Lane Rds. ~~Stevens~~ correct Robinson Township  
Allegheny County, Pennsylvania, with a true and ~~mastered~~ correct copy of the within ~~with~~ Complaint  
No. 72 February Term 1961

by handing the same to and leaving with Olga Toth, wife, an adult member of his  
family with whom he resides,

and making known to her

the contents thereof.

The sum of \$9.60 Sheriff  
Davis costs paid.

John A. Riddle  
Deputy Sheriff, Allegheny County, Pennsylvania.

Sworn and subscribed to before me this 8th.

day of March, 19 61.

Leonard H. McMullen  
Notary Public.

So Answers

LEONARD H. McMILLEN, Notary Public  
Carnegie, Allegheny County, Pa.  
My Commission Expires April 29, 1962.

William H. Davis  
Sheriff, Allegheny County, Pennsylvania

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES T. CRISSMAN

VS

EDWARD TOTH

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:  
:  
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No. 72 February Term, 1961

C O M P L A I N T

(1). The name of the Plaintiff is James T. Crissman, an individual having a place of business in Lawrence Township, Clearfield County, Pennsylvania.

(2). The name of the Defendant is Edward Toth, an individual who resides at 729 Camp Street, McKees Rocks, Pennsylvania.

(3). The Plaintiff at the special instance and request of the Defendant did repair/<sup>or move</sup> the following equipment, all of which was damaged and all of which was owned by the Defendant:- an auto car tractor, a 3500 Manitowac shovel, and a Lacross trailer. All of said repairs were performed in a workmanlike and competent fashion.

(4). All of said repairs were performed at a fair price and at a price agreed to by the Defendant.

(5). Subsequent to said repair, the Plaintiff at the request of the Defendant did move to Plaintiff's storage yard the tractor and trailer, and has stored the same since June, 1960.

(6). That a fair price for said storage is \$30.00 per month.

(7). Plaintiff has demanded payment of the sum due him for said services in the amount of \$726.60, and storage from June, 1960 to and including February, 1961, in the amount of \$270.00, but the Defendant has refused and neglected to pay the same, or any part thereof, notwithstanding said services were performed by the Plaintiff for the Defendant. A copy of the original books of entry of the Plaintiff is hereto attached and made a part hereof.

(8). The Defendant is not entitled to any offsets, credits, or other deductions, except as outlined on the attached exhibits, and the balance as shown on said exhibits remains due and payable.

WHEREFORE, Plaintiff brings this action to recover from the Defendant for services rendered the sum of \$726.60, together with interest from March 10, 1960, and plus storage at the rate of \$30.00 a month from June, 1960 to and including February, 1961, in the amount of \$270.00, together with interest on the component parts.

SMITH, SMITH & WORK

BY W. V. Smith  
Attys. for Plaintiff

STATE OF PENNSYLVANIA:

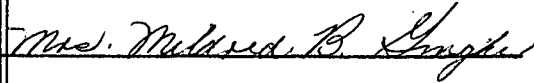
SS

COUNTY OF CLEARFIELD :

JAMES T. CRISSMAN, being duly sworn according to law,  
deposes and says the facts set forth in the foregoing Complaint are  
true and correct to the best of his knowledge, information and be-  
lief.

  
(James T. Crissman)

Sworn and subscribed to  
before me this 15 day  
of February, 1961.



NOTARY PUBLIC  
My Commission Expires  
JANUARY 7, 1963



Final  
11369

STATEMENT

Bloomington Hill  
Circleville, Penna.

Clearfield, Pa., March 3, 1960

M

Edward Toth

729 Camp Street McKees Rocks,  
Penna.

IN ACCOUNT WITH

JAMES T. CRISSMAN

Excavating Contractor

CELLARS, DITCHING, BULLDOZING, LOADING, HAULING

Phone: POplar 5-4012

River Road

P. O. Box 274

1960

DATE	DESCRIPTION	Operator	Hours	Rate	AMOUNT
Feb. 23	Move Bulldozer to Job	Claude Smith Movers			75.00
23	Load Help Move Unload Bulldozer	Spencer	1½	3.00	4.50
23	Work Bulldozer	Spencer	2½	20.00	50.00
24	Work Bulldozer	Spencer	4	20.00	80.00
24	Labor Dismantel Toth's Shovel	Spencer	4½	3.00	13.50
25	Labor Work on Wrecked Shovel	Spencer	7	3.00	21.00
25	Welder	Conaway	2½	5.00	12.50
27	Work Bulldozer	Spencer	2	20.00	40.00
27	Labor Work on Wrecked Shovel	Spencer	2	3.00	6.00
27	Move Link Belt Crane to Job	Peters	1	12.00	12.00
27	Labor Work On Wrecked Shovel	Peters	3	3.00	9.00
27	Prk. No. 95 (Tandem) Load Parts	Shaham	3½	8.00	28.00
28	Prk. No. 95 (Tandem) Haul Parts to Pittsburgh	W. Crissman	13½	8.00	108.00
March. 1	Work Bulldozer	Spencer	2	20.00	40.00
1	Labor	Spencer	5½	3.00	16.50
1	Link Belt Crane	Conaway	2½	12.00	30.00
1	Labor	W. Crissman	4½	3.00	13.50
					<u>559.50</u>

## STATEMENT

Bloomington Hill  
Curwensville, Penna.

Clearfield, Pa., May 3, 1960

M

Edward Toth

729 Camp Street Mc Kees Rocks, Penna.

IN ACCOUNT WITH

**JAMES T. CRISSMAN**

Excavating Contractor

CELLARS, DITCHING, BULLDOZING, LOADING, HAULING

Phone: POplar 5-4012

River Road

P. O. Box 274

DATE	DESCRIPTION	Operator	Hours	Rate	AMOUNT
	Move Toth Practor & Trailers to Crissman's Yards				
March 10	Brockway Practor & Trailer <sup>move toth</sup> tr. & tr. to our shop	Peterman	4½	12.00	54.00
10	Link Belt Crane	Conaway	5½	12.00	66.00
10	Labor - Help Move Toth Rig to our shop	W. Crissman	6½	3.00	19.50
10	D2 Bulldozer Clear Snow	Peters	4	8.00	32.00
10	International Practor	Peters	1½	6.00	9.00
10	Permit -				6.60
					<u>187.10</u>

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 72 February Term, 1961

JAMES T. CRISSMAN

VS.

EDWARD TOTH

C O M P L A I N T

TO THE WITHIN DEFENDANT:

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

SMITH, SMITH & WORK

BY

*W. U. Smith*  
Attorneys for Plaintiff

