

DOCKET NO. 175

NUMBER	TERM	YEAR
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92	November	1961
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Jack McGinnis

VERSUS

Jacob R. Heffner

Jack M. Gennis
vs.
Jacob R. Heffner

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. *92 MCV* Term, 19*61*

OATH OR AFFIRMATION OF ARBITRATORS

Now, this *22nd* day of *May*, 19*62*, 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.

Joseph P. Work Chairman
.....
.....

Sworn to and subscribed before me

this *22nd* day of *May*,

19*62* *Carl E. Walker*
Prothonotary

AWARD OF ARBITRATORS

Now, this *22nd* day of *May*, 19*62*, 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: *after thorough consideration the arbitrator being of the opinion that both parties have been negligent to a degree, he therefore finds for the defendant and against the plaintiff on the original complaint and for the plaintiff and against the defendant on the counter-claim. The parties each to bear their respective costs*

Joseph P. Work 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

Jack M. Ginnis

vs.

Jacob R. Heffner

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 92 Wb 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 \$2,000 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 James J. Lee Defendant Paul Silberblatt

Date.....

James J. Lee
Attorney for Plaintiff

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

Paul Silberblatt
Attorney for Defendant

James J. Lee
Attorney for Plaintiff

Attorney for

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, May 1, 1962, hearing of the above case is fixed for Wednesday,
May 23, 1962, in — Room, Clearfield County Court House, Clearfield,
Pa., and the following Clearfield County Bar members:

Joseph T. Work 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.



Commonwealth of Pennsylvania

(SEAL)

ss:

County of Clearfield

..... Jack Mc Ginnis,
VS.

Before ... Merritt I. Edner,
..... Alderman in and for ... Clearfield County

Judgment Entered Oct. 27, 1961 for \$... 81.55.
Plus costs
..... defendant appeals from above judgment.

..... Jacob R. Heffner

..... Jacob R. Heffner the defendant above named, being duly sworn
(affirmed) says that the appeal taken in above case is not for the purpose of delay, but
because he verily believes that injustice has been done, and that if the proceedings
appealed from are not removed, he will be required to pay more than is justly due.

Sworn (affirmed) and subscribed to before me

this... 17th day of ... Nov. 19 61

..... Merritt I. Edner Seal
Alderman—Justice of the Peace—

My commission expires first Monday in January 19 64

We Jacob R. Heffner, of 228 S. Stockdale St., Du Bois, Pa.

and Phyllis Y. Heffner, of 228 S. Stockdale St., Du Bois, Pa.

acknowledge ourselves bound as bail absolute to Jack Mc Ginnis
plaintiff in the above case, in the sum of \$ 190.10 for the payment of all costs that
have accrued or that may accrue up to the final determination thereof, as well as the
debt and interest, and that the defendant will prosecute his appeal with effect, and now

..... 11-17-619....., Costs paid by and for his own use and benefit.

Acknowledged before me this... 17..... day of ... Nov. 19 61

..... Merritt I. Edner Seal
Alderman—Justice of the Peace—

My commission expires first Monday in January 19 64.

..... Jacob R. Heffner Seal
..... Phyllis Y. Heffner Seal

In Court

No.

Jack Mc Ginnis

versus

Jacob R. Heffner

Defendant's Affidavit of Appeal
with Bond

7463
WILLIAMSBURG, VA.



Commonwealth of Pennsylvania
County of Clearfield } ss:
vs.
Jacob R. Heffner

Jacob R. Heffner
Phyllis Y. Heffner.

being about to become surety in the above entitled case, and being duly sworn according to law, depose and say: they the owner ^s of real estate in fee simple, and in their own name and right, in the County of Clearfield, of the cash value, over and above all incumbrances, of not less than Five hundred and no/100 - - - - - dollars. they not surety in any other case or for any public officer.

Sworn and subscribed before me this 17 day
of Nov. 19 61

W. H. Smith [SEAL]
Alderman—Justice of the Peace
My Commission expires first Monday of January 19 64

Jacob R. Heffner [SEAL]
Phyllis Y. Heffner [SEAL]

Jack McGinnis
324 W. Washington Ave.,
DuBois, Pa.
VERSUS
Jacob R. Heffner
228 S. Stockdale St.,
DuBois, Pa.

COST OF

(New Fees—Acts No. 492 Approved January 7,
1952, and Act No. 179 Approved June 28, 1951
as amended.)

EACH	COSTS	TAX HERE
7.50	Assumpsit or Trespass	
	Involving \$100.00 or less	
10.00	Assumpsit or Trespass	10.00
	Involving more than \$100.00	
12.50	Assumpsit or Trespass	
	Involving more than \$300.00	
15.00	Landlord—Tenant Proceeding..	
5.00	Attachment in Execution Proceeding after Judgment	
	(Such Fees shall include all charges including when called for the costs relating to de- positions and interrogatories and the costs of postage and registered mail, except the costs of a transcript of every proceeding on appeal or cer- tiorari, including affidavit ball and certificate, which shall be \$2.50 per transcript.)	
	CONSTABLE	
	Adolph Misko	
1.50	Serving Summons	2.50
	Each Person	
.10	Miles, circ.	1.00
1.00	Serving Execution	
	Items, at 2c	
.10	Miles, circ.	
2.50	Levying	
1.50	Serving Subpoena	
	Additional Names 75 cts.	
.10	Miles, circ.	
1.50	Receiving and paying over	
	Without Sale	
	Total.....	\$13.50

Summons in trespass issued Oct. 20, 1961,
to Adolph Misko Constable.

Returnable the 27th day of October 1961,
between the hours of 7:00 o'clock P. M., and 8:00 o'clock P. M.

Served on Defendant by handing a true and attested copy
thereof, upon Jacob R. Heffner at his home at 228 S.
Stockdale St., DuBois, Pa. Clearfield Co., Pa. by handing
a true and attested copy thereof to Mrs. Jacob R. Heffner,
his wife, an adult member of his family.
So answers, Adolph Misko, Constable on oath.

And now Oct. 27, 1961 at 8:00 P. M. EDST. case is called.

Plaintiff appears in person with his counsel.
Defendant appears in person with his counsel.
Plaintiff presented two estimates, the smaller one
being in the amount of \$106.55 issued by McAninch Motors,
DuBois, Pa. covering damages done to his 1959 Ford Pickup
Truck.
Both defendant and plaintiff testified at length con-
cerning the accident in which the McGinnis truck was
damaged.

Judgment publicly proclaimed for the Plaintiff and
against the Defendant for \$81.55 which is the amount
of the estimate, less \$25.00 for repairing the damaged
fender in place of replacing it, plus cost in the
amount of \$13.50.

Received Satisfaction,

Now, November 17,

in the sum of \$190.10

or may be legally recovered against the appellant.

19 61, Defendant appeals. Bill justified and held

as bail absolute in this case conditioned for the payment of all costs accrued,

Address:

228 S. Stockdale St. DuBois, Pa.

County, ss:

Witness my hand and seal this

17th

day of

November

19 61

Alderman - *J. Edgar*

My Commission Expires first Monday of January, 1964



VERSUS

COST OF

(New Fees—Acts No. 492 Approved January 7,
1952, and Act No. 179 Approved June 28, 1951
as amended.)

EACH	COSTS	TAX HERE
7.50	Assumpsit or Trespass Involving \$100.00 or less	
10.00	Assumpsit or Trespass Involving more than \$100.00	
12.50	Assumpsit or Trespass Involving more than \$800.00	
15.00	Landlord—Tenant Proceeding	
5.00	Attachment in Execution Proceeding after Judgment (Such Fees shall include all charges including when called for the costs relating to de- positions and interrogatories and the costs of postage and registered mail, except the costs of a transcript of every proceeding on appeal or cer- tiorari, including affidavit bail and certificate, which shall be \$2.50 per transcript.)	
	CONSTABLE	
1.50	Serving Summons Each Person	
.10	Miles, circ.	
1.00	Serving Execution Items, at 2c	
.10	Miles, circ.	
2.50	Levying	
1.50	Serving Subpoena Additional Names 75 cts.	
.10	Miles, circ.	
1.50	Receiving and paying over Without Sale	
	Total.....	

Summons in issued 19 ,
to Constable.
Returnable the day of 19 ,
between the hours of o'clock M., and o'clock M.
Served on Defendant by

JAMES H. HAGEN
JUDICIAL OFFICER

1961 Nov 26

Received Satisfaction,

Now,

in the sum of \$

or may be legally recovered against the appellant.

19 , Defendant appeals. Bill justified and held

as bail absolute in this case conditioned for the payment of all costs accrued,

Address:

County, ss:

Witness my hand and seal this

day of

19 ,

Alderman - Justice of the Peace

My Commission Expires first Monday of January, 19.....



Jack McGinnis

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

vs.

Jacob R. Heffner

No. 92 November Term, 1961

NOTICE OF AWARD

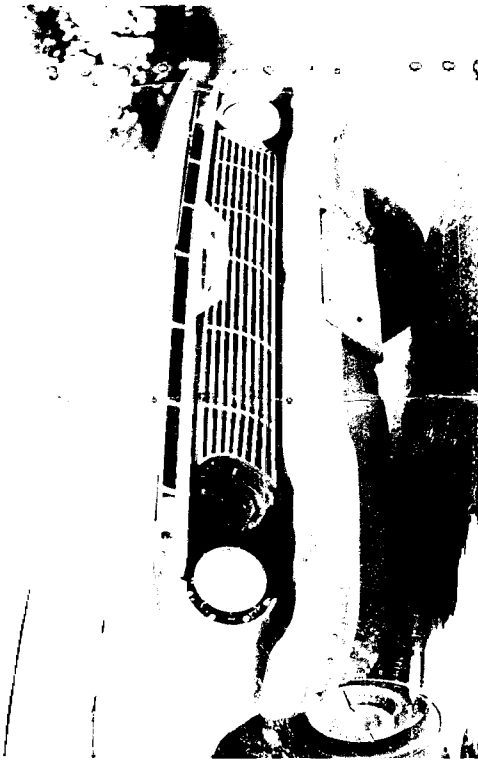
To: Joseph J. Lee
Bell, Silberblatt & Swoope

You are herewith notified that the arbitrators appointed in the above-entitled case have filed their award in this office on the 22nd day of May 1962 and have awarded: After thorough consideration, the arbitrator being of the opinion that both parties have been negligent to a degree, he therefore finds for the defendant and against the plaintiff on the original complaint, and for the plaintiff and against the defendant on the counter-claim. The parties each to bear their respective costs.

Prothonotary

May 25 1962

by _____





No 233621

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO <i>John - Mc Hinnis</i>		POSTMARK OR DATE <i>Nov.</i> <i>16</i> <i>1961</i>
STREET AND NO. <i>314 W. Washington ave.</i>		
CITY AND STATE <i>De. Spier, Penn</i>		
If you want a return receipt, check which <input checked="" type="checkbox"/> 10¢ shows to whom and when delivered <input type="checkbox"/> 35¢ shows to whom, when, and address where delivered		If you want restricted delivery, check here <input checked="" type="checkbox"/> 50¢ fee
FEES ADDITIONAL TO 20¢ FEE		

POD Form 3800
Jul 1957

SEE OTHER SIDE

1. Stick postage stamps to your article to pay:

20¢ certified mail fee	Restricted delivery fee—50¢ (<i>optional</i>)
First-class or airmail postage	Special-delivery fee (<i>optional</i>)
Either return receipt fee—10¢ or 35¢ (<i>optional</i>)	
2. If you want this receipt postmarked, stick the gummed stub on the address side of the article, *leaving the receipt attached*, and present the article to a postal employee.
3. If you do not want this receipt postmarked, stick the gummed stub on the address side of the article, detach and retain the receipt, and mail the article.
4. If you want a return receipt, write the certified-mail number and your name and address on a return receipt card, POD Form 3811, and attach it to the back of the article. Endorse front of article RETURN RECEIPT REQUESTED.
5. If you want the article delivered only to the addressee, endorse it on the front DELIVER TO ADDRESSEE ONLY. Place the same endorsement in line 2 of the return receipt card.
6. Save this receipt and present it if you make inquiry.

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐

Deliver *ONLY* to
addressee

☐

Show address where
delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

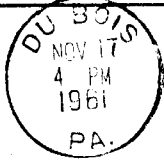
DATE DELIVERED

ADDRESS WHERE DELIVERED *(only if requested in item #1)*

11/17/51

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300



POSTMARK OF
DELIVERING OFFICE
FIGHT TB
SUPPORT YOUR
TB ASSOCIATION

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN
TO

POD Form 3811 Jan. 1958

REGISTERED NO.	NAME OF SENDER <i>Boell, Silberblatt & Son</i>
CLASSIFIED NO. <i>3336-21</i>	STREET AND NO. OR P. O. BOX <i>P.O. Box 670</i>
INSURED NO.	CITY, ZONE AND STATE <i>Chamfield, Penn.</i>

CSS-16-71548-4

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JACK MCGINNIS

vs.

JACOB R. HEFFNER

No. 92 November Term, 1961

In Trespass

STATE OF PENNSYLVANIA :

ss:

COUNTY OF CLEARFIELD :

Paul Silberblatt, being duly sworn according to law,
deposes and says that he is the attorney for the Defendant above
named, and makes this Affidavit on his behalf, being authorized
to do so; that the Appeal in the above case is not taken by the
Defendant for the purpose of delay, but that he truly believes
that an injustice has been done.

Paul Silberblatt
Paul Silberblatt

Sworn and subscribed to

before me this 16 day

of November, 1961.

Wm. P. Hager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JACK MCGINNIS

vs.

JACOB R. HEFFNER

:
:
:
:
:

No. 92 November Term, 1961
In Trespass

AFFIDAVIT OF SERVICE
OF NOTICE OF APPEAL,
AND NOTICE TO FILE
COMPLAINT

STATE OF PENNSYLVANIA :

ss:

COUNTY OF CLEARFIELD :

Paul Silberblatt, of the law firm of Bell, Silberblatt & Swope, being duly sworn according to law, deposes and states that they are the attorneys for the Defendant in the above matter and that I gave notice to the Plaintiff in writing, and to Plaintiff's Attorney, of the date of filing this Appeal, and the Court number and term thereof, said notice in writing having been sent by certified mail to both Plaintiff and his attorney on November 16, 1961.

In and by said notice, Plaintiff and his counsel were notified to file a Complaint within 30 days or else judgment of Non Pros will be taken against the Plaintiff. A true and correct copy of said notice is hereto attached and made a part hereof.

Paul Silberblatt

Sworn to and subscribed to
before me this 16th day,
of November, 1961.

John T. Hagerty

at Monday, November 13, 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JACK MCGINNIS

vs.

JACOB R. HOFFNER

:
:
:
:
:
:

No. 92 November Term, 1961
In Trespass

NOTICE OF APPEAL

Mr. Jack McGinnis
324 W. Washington Avenue
DuBois, Pennsylvania

Dear Sir:

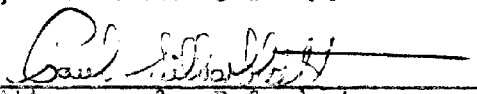
Please note that we have taken an Appeal from the judgment obtained by you before Alderman Merritt I. Edgar, on November 3, 1961 in the above matter.

Said Appeal has been filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 92 , November Term, 1961, on November 16 , 1961.

You are hereby notified to file a Complaint within thirty (30) days after receipt of this notice, or judgment of Non Pros will be taken against you.

Very truly yours,
BELL, SILBERBLATT & SCOPE

by


Attorneys for Defendant

November 16, 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.	
No. 92	November Term, 1961
JACK MCGINNIS vs. JACOB R. HEFFNER	
AFFIDAVIT OF SERVICE OF APPEAL AND NOTICE TO FILE COMPLAINT	
<div style="text-align: center;"><p>(R) 94</p><p>FILED NOV 16 1961 WM. T. HAGERTY PROthonotary</p><p><i>5-25 Aug</i></p></div>	
BELL, SILBERBLATT & SWOODE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	
DOMERSON PRINTING CO., CLEARFIELD, PA.	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JACK MCGINNIS

vs.

JACOB R. HEFFNER

:
:
:
:
:

No. 92 November Term, 1961

In Trespass

COUNTER CLAIM

1. Paragraphs (1) and (2) of the Complaint are incorporated herein by reference.

2. On or about October 4, 1961, at approximately 12:00 noon, the Defendant was the owner of a 1961 Chevrolet automobile, and was operating the same in a lawful manner on Zierden Alley at or near the intersection of said Alley and Fairview Avenue in the City of DuBois, Clearfield County, Pennsylvania.

3. That at the date and place aforesaid, the Plaintiff was the operator of a 1959 Ford F-3 truck and was operating same in a negligent manner on Fairview Avenue, near the intersection of said Fairview Avenue and Zierden Alley in the City of DuBois, Clearfield County, Pennsylvania.

4. As the Defendant approached the intersection of Zierden Alley and Fairview Avenue, he brought his vehicle to a complete stop with the front end of his vehicle approximately one to two feet into the westbound lane of Fairview Avenue.

5. At the time the Defendant brought his vehicle to a stop at the said intersection the Plaintiff was operating his vehicle in an easterly direction and was approaching the said intersection from the Defendant's west.

6. The Plaintiff, in approaching said intersection failed to drive his vehicle to the right of the center of Fairview Avenue and did cause his vehicle to be driven to the left of the center of said Avenue, and did further cause it to sideswipe the front end of Defendant's vehicle which was completely stopped, and as a result, caused damages to Defendant's vehicle as hereinafter set forth.

7. The Plaintiff was negligent in the following manner:

- a. in failing to observe Defendant's vehicle at the said intersection;
- b. in failing to drive to the right of center of Fairview Avenue;
- c. in failing to have his vehicle under control;
- d. in failing to take in to consideration the rights of other lawful users of the highway, and in particular, the rights of Defendant;

8. As a result of the negligence of the Plaintiff, the Defendant's vehicle sustained damages requiring repairs thereto, in the amount of \$89.02, as set forth in the attached Estimate of Repairs, attached hereto and marked Exhibit A.

WHEREFORE, the Defendant brings this Counter Claim against the Plaintiff in the liquidated amount of \$89.02 plus interest by reason of delay.

BELL, SILBERBLATT & SWOOPE

by:

Attorneys for Defendant

STATE OF PENNSYLVANIA :

SS:

COUNTY OF CLEARFIELD :

Jacob R. Heffner, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Counter Claim are true and correct to the best of his knowledge, information and belief.

Sworn and subscribed to
before me this 7 day
of February, 1962.

Robert J. Siro

NOTARY PUBLIC
DOBBS, CLEARFIELD COUNTY
PENNSYLVANIA
MY COMMISSION EXPIRES
SEPT. 4, 1965

PHONE 2633

Additional parts or labor which may be required after
aged or broken parts are discovered which are not
warranted.

Expendant's Exhibit A.

Joe Lee

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. In Trespas No. 92 Nov. Term, 1961	
JACK MCGINNIS	
vs.	
JACOB R. HEFFNER	
COUNTER CLAIM	
TO THE WITHIN NAMED DEFENDANT:	
You are hereby notified to file an Answer to the within Counter Claim within 20 days after date of service hereof.	
BELL, SILBERBLATT & SWOOPE by: <i>Paul Silberblatt</i> Attorneys for Defendant	
<div style="border: 1px solid black; padding: 5px; display: inline-block;">FILED FEB 14 1962 CARL E. W. [unclear]</div>	
BELL, SILBERBLATT & SWOOPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	

Service accepted 2-14-62
Joseph Lee
Atty for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JACK MCGINNIS :
: VS : No. 92 November Term, 1961
: JACOB R. HEFFNER : Trespass

C O M P L A I N T

(1). Jack McGinnis, the plaintiff, is an individual and resides at 324 W. Washington Avenue, DuBois, Pennsylvania.

(2). Jacob R. Heffner, the defendant, is an individual and resides in DuBois, Pennsylvania.

(3). On October 4, 1961 the plaintiff was the owner of a 1959 Ford F-3 truck, and at or about 12:00 o'clock noon on said date was operating the same in a lawful manner in an easterly direction on Fairview Avenue in DuBois.

(4). As the plaintiff approached the intersection of an unnamed alley with said Fairview Avenue, said unnamed alley being to the plaintiff's left, the defendant did then and there negligently drive a 1961 Chevrolet automobile into the path of the plaintiff, who had the right-of-way, causing damages to his vehicle as hereinafter more specifically set forth.

(5). The defendant was negligent as follows:

(a). In failing to yield the right-of-way to the plaintiff's vehicle.

(b). In failing to observe the oncoming car of the plaintiff.

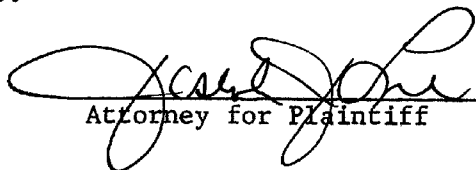
(c). In failing to bring his vehicle to a stop before attempting to enter the intersection from a deadend road.

(d). In failing to have his vehicle under control.

(e). In failing to obey the provisions of the Motor Vehicle Code in such case made and provided.

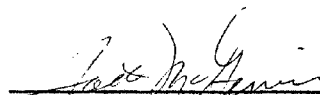
(6). As a result of the negligence of the defendant, the plaintiff's vehicle sustained damages to the left front fender and grille requiring repairs thereto in the amount of \$81.55.

WHEREFORE, plaintiff claims the defendant is indebted to him in the amount of \$81.55.

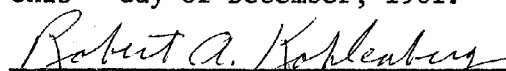

Attorney for Plaintiff

STATE OF PENNSYLVANIA:
:SS
COUNTY OF CLEARFIELD :

JACK MCGINNIS, being duly sworn according to law, deposes and says that the facts set forth in the within Complaint are true and correct to the best of his knowledge, information and belief.


(Jack McGinnis)

Subscribed and sworn to before me
this 30th day of December, 1961.


My Commission Expires 8/22/64