

DOCKET NO. 174

| NUMBER | TERM | YEAR |
|------------|------------------|-------------|
| <u>122</u> | <u>September</u> | <u>1961</u> |

Homer Hartzfeld

Helen Yount Hartzfeld

VERSUS

Gerald L. Leight

Lou Leight

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER HARTZFELD and :
HELEN YOUNT HARTZFELD, :
Plaintiffs :
-vs- : NO. 122 SEPTEMBER TERM, 1961
GERALD L. LEIGHT and :
LOU LEIGHT, husband and :
wife, : IN TRESPASS
Defendants :

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

The petition of GERALD L. LEIGHT and LOU LEIGHT
respectfully represent:

1. That Petitioners were involved in an automobile accident with HOMER HARTZFELD and HELEN YOUNT HARTZFELD, his wife, ^{BRADY} on May 24, 1960 on Route 322, ^{Sandy} Township, Clearfield County, Pennsylvania.
2. That said accident resulted in automobile property damage to a certain 1957 Oldsmobile owned by the said HELEN YOUNT HARTZFELD and personal injuries to the said HOMER HARTZFELD.
3. That said HOMER HARTZFELD and HELEN YOUNT HARTZFELD did recover a judgment against petitioners in the amount of \$1500.00, in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 122 September Term, 1961.
4. That petitioners were uninsured motorists at the time of said accident.
5. That said HOMER HARTZFELD and HELEN YOUNT HARTZFELD were insured with Pennsylvania Manufacturers Association Casualty Insurance Company.
6. That said HOMER HARTZFELD and HELEN YOUNT HARTZFELD

by Release and Trust Agreement relating to uninsured motorist coverage, bearing date November, 1960, did agree with said Insurance Company that in consideration of the payment of benefits under Policy No. AFK33520, pursuant to uninsured motorist coverage, that said HOMER HARTZFELD and HELEN YOUNT HARTZFELD would hold for the benefit of said creditor all rights, claims, and causes of action which the said Hartzfelds have or may have against any person or persons, organization, association or corporation resulting because of bodily injury, sickness or disease resulting therefrom which is the object of the claim paid against said Insurance Company.

7. That it was further agreed that any monies recovered by said Hartzfelds as a result of judgment, settlement or otherwise were to be held in trust and paid to said Insurance Company.

8. That petitioners have entered into an agreement for payment of the above recited judgment by monthly installment in the sum of \$15.00 per month, payable on the first day of each month until the said judgment is paid in full. Copy of said agreement being attached hereto and made a part hereof.

WHEREFORE, your petitioners respectfully request that your Honorable Court grant the privilege of paying said judgment in said installments, as permitted by Section 1416 of the Motor Vehicle Code.

Gerald L. Leight
Low Leight
Petitioners

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

Personally appeared before me, a Notary Public in and for the County and State aforesaid, GERALD L. LEIGHT and LOU LEIGHT, who being duly sworn according to law, depose and say that the facts set forth in the foregoing petition are true and correct to the best of their knowledge, information and belief.

Gerald L. Leight Lou Leight

Sworn to and subscribed before me this 17th day of January, 1963.

Mrs. Jean M. Weaver
Notary Public

JEAN M. WEAVER, Notary Public
Ex. No. 10000000000000000000
My Commission Expires January 12, 1964

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | |
|-------------------------|------------------------------|
| HOMER HARTZFELD and | : |
| HELEN YOUNT HARTZFELD, | : |
| Plaintiffs | : |
| : | |
| -vs- | NO. 122 SEPTEMBER TERM, 1961 |
| : | |
| GERALD L. LEIGHT and | : |
| LOU LEIGHT, husband and | : |
| wife, | : |
| Defendants | : |
| : | |

O R D E R

AND NOW, upon consideration of the foregoing petition, it is hereby ordered and decreed that GERALD L. LEIGHT and LOU LEIGHT pay the sum of \$15.00 per month, payable on the first day of each and every month hereafter, until the judgment of \$1500.00 rendered in the above recited case is liquidated.

Said payments to be made to the Pennsylvania Manufacturers Association Casualty Insurance Company through the Probation Office of Clearfield County.

Should said judgment debtors be in default upon any installment in excess of thirty (30) days the Probation Officer of Clearfield County shall notify the Secretary of Revenue of the Commonwealth of Pennsylvania of said default in order that the provisions of the Motor Vehicle Safety Responsibility Act be enforced.

BY THE COURT,



President Judge.

REIMBURSEMENT AGREEMENT

THIS AGREEMENT made this 11.7 day of November, 1960,
between GERALD L. LEIGHT and LOU LEIGHT, husband and wife, of the City of
Dubois, Clearfield County, Pennsylvania, hereinafter referred to as Debtors,

A
N
D

PENNSYLVANIA MANUFACTURERS ASSOCIATION CASUALTY INSURANCE COMPANY,
hereinafter referred to as Creditor,

WITNESSETH:

WHEREAS, the Debtors were involved in an automobile accident with Homer E. Hartzfeld and Helen Yount Hartzfeld, his wife, both of whom were insured with the Creditor on May 24, 1960 on Route 322, two miles east of Dubois, Clearfield County, Pennsylvania, which accident resulted in automobile property damage to a 1957 Oldsmobile owned by the said Helen Yount Hartzfeld and personal injuries to the said Homer E. Hartzfeld, and

WHEREAS, the said Homer E. Hartzfeld, by Release and Trust Agreement relating to uninsured motorist coverage, bearing date November, 1960, did agree with the said Creditor that in consideration of the payment of benefits under Policy No. AFK33520, pursuant to uninsured motorist coverage, that the said Homer E. Hartzfeld would hold for the benefit of the said Creditor all rights, claims, and causes of action which the said Homer E. Hartzfeld has or may have against any person or persons, organization, association or corporation resulting because of bodily injury, sickness or disease resulting therefrom which is the object of the claim paid against the said Creditor. The said Homer E. Hartzfeld agreed to take, through any representative designated by the Creditor, such action as might be necessary or appropriate to recover damages suffered by the Creditor from any person or persons. And it was further agreed that any monies recovered by the said Homer E. Hartzfeld as the result of judgment, settlement or otherwise were to be held in trust and paid to the said Creditor, and

WHEREAS, the said Homer E. Hartzfeld and Helen Yount Hartzfeld, Plaintiffs, did recover a judgment against Gerald L. Leight and Lou Leight, Defendants, in the amount of \$1,500.00, in the Court of Common Pleas of Clearfield County, Pennsylvania, at No. 122 September Term, 1961, now

KNOW ALL MEN BY THESE PRESENTS that the above Debtors and Creditor intending to be legally bound hereby agree as follows:

The Debtors above referred to, desiring to liquidate the above referred to judgment agree to pay to the Creditor the sum of Fifteen (\$15.00) Dollars each and every month, beginning January 1, 1963 and continuing on the first day of each and every month following until the said judgment is paid in full. The Creditor in consideration of the aforesaid promises of the Debtors to liquidate the said judgment agree to waive the provisions of the Pennsylvania Vehicle Safety Responsibility Act insofar as the same relates to the suspension of driving and license registration privileges for the aforesaid Debtors.

PROVIDED, HOWEVER, that should the aforesaid Debtors be in default upon the said payments for a period in excess of thirty (30) days then the Creditor shall have the right to enforce any of the provisions of the aforesaid Pennsylvania Vehicle Safety Responsibility Act.

IN WITNESS WHEREOF, each of the parties hereto has set his hand and seal on the day and year first above written.

/s/ Gerald L. Leight _____ (SEAL)
(Gerald L. Leight)

/s/ Lou Leight _____ (SEAL)
(Lou Leight)

PENNSYLVANIA MANUFACTURERS ASSOCIATION
CASUALTY INSURANCE COMPANY

By /s/ Paul H. Ferguson
(Paul H. Ferguson)
Secretary

STATE OF PENNSYLVANIA)
 (SS
COUNTY OF CLEARFIELD)

On this, the 31st day of December, 1962, before me, a Notary Public, the undersigned officer, personally appeared GERALD L. LEIGHT and LOU LEIGHT, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

STATE OF PENNSYLVANIA)
 (SS
COUNTY OF)

On this, the _____ day of _____, 196____, before me, the undersigned officer, personally appeared Paul H. Ferguson, who acknowledged himself to be the Secretary of the Pennsylvania Manufacturers Association Casualty Insurance Company, a Corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

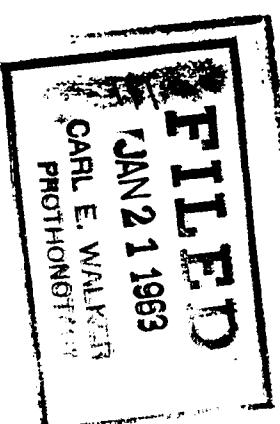
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 122 SEPTEMBER TERM, 1961
"IN TRESPASS

HOMER HARTZFELD and
HELEN YOUNT HARTZFELD
Plaintiffs

-vs-

GERALD L. LEIGHT and
LOU LEIGHT, husband and
wife,
Defendants

PETITION



LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA
109 N. BRADY STREET

1 copy sent to the
DuBois Co.

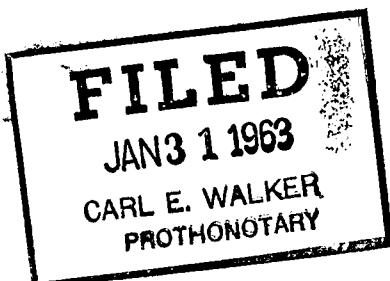
Karen Hartzfeldt & Kelen
Yount Hartzfeld
VERSUS
Gerald L. Leight and
Lori Leight

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

No. 122 Term Sept. 1961

To Carl E. Walker

Prothonotary.



Glaser, Cherry & Cherry
by Edward V. Cherry
Attorney for Homer and Helen
Young Hartzfeld.

⁴⁴
Helen Yount Hartzfeld

⁴⁴
Homer Hartzfeld

vs.

⁴⁵
Gerald L. Leight

⁴⁵
Lou Leight

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 122 September Term, 19⁶¹

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 17th day of September, 19⁶², 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. Paul Frantz Jr. Chairman
Joseph R. Joyce
Joseph M. Hartzfeld

Sworn to and subscribed before me

this 17th day of September,

19⁶²

Carl E. Walker
Prothonotary

AWARD OF ARBITRATORS

Now, this 17th day of September, 19⁶², 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:

In favor of the plaintiffs, Helen Yount Hartzfeld and Homer Hartzfeld, and against the defendants, Gerald L. Leight and Lou Leight, in the sum of \$1,500.00.

J. Paul Frantz Jr. Chairman
Joseph R. Joyce
Joseph M. Hartzfeld

ENTRY OF AWARD

Now, this 17th day of September, 19⁶², 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

Carl E. Walker
Prothonotary
by *Patricia P. Dungey*

In the Court of Common Pleas
of Clearfield County

No. 122 September Term, 1961

Homer Hartzfeld
Helen Yount Hartzfeld

vs.

Gerald L. Leight
Lou Leight

OATH OR AFFIRMATION
OF ARBITRATORS
AND AWARD



Homer Hartzfeld
 Helen Tount Hartzfeld
 vs.
 Gerald L. Leight
 Lee Leight

IN THE COURT OF COMMON PLEAS
 OF CLEARFIELD COUNTY

No. 122 Sept Term, 1951

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 Anthony J. Gudo Defendant Ervin Fennell
 Date..... Gleason C. Ferry & Cherry
by Anthony J. Gudo
 Attorney for

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

Gleason C. Ferry & Cherry..... Attorney for
 Attorney for Pls
Ervin Fennell..... Attorney for
 Attorney for Def

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, Sept 13, 1952, hearing of the above case is fixed for Wednesday,
Sept 17, 1952, in 11 AM Room, Clearfield County Court House, Clearfield,
 Pa., and the following Clearfield County Bar members:

J. Paul Grant, Jr. Chairman
Joseph A. Dague
Joseph M. Colareccio

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

Carl E. Walker
 Prothonotary
 by Patricia R. Dungey
 Deputy

(1) See Court Rule 27

(2) Waiver requires signatures of counsel for all parties.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER HARTZFIELD and HELEN :
YOUNT HARTZFIELD, :
Plaintiffs :
VS. : No. 122, September Term, 1961
GERALD L. LEIGHT and LOU :
LEIGHT, husband and wife, :
Defendants : IN TRESPASS

PRAECIPE FOR APPEARANCE

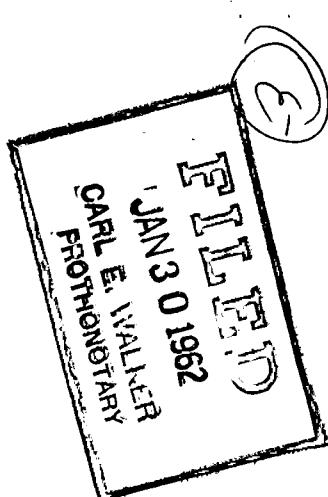
TO CARL E. WALKER, PROTHONOTARY

Enter my appearance for the defendants above named in the above-captioned matter.

Eum & Yount Jr

Attorney for defendants

Dated: January 29, 1962



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

Homer Hartzfeld and
Helen Yount Hartzfeld
vs
Gerald L. Leight and
Lou Leight

Sept
No. 122 ~~Next~~ Term 1961

Complaint in Trespass

Now, January 11, 1962 at 4:45 o'clock P.M. served the within Complaint in Trespass on Gerald L. Leight at place of residence, 310 W. Washington Ave., DuBois, Pa. by handing to him personally a true and attested copy of the original Complaint in Trespass and made known to him the contents thereof.

Now, January 11, 1962 at 4:45 o'clock P.M. served the within Complaint in Trespass on Lou Leight at place of residence 310 W. Washington Ave. DuBois, Pa. by handing to Gerald L. Light an adult member of the family, being the husband of Lou Leight by handing to him personally a true and attested copy of the original Complaint in Trespass.

Sworn to before me this 26th
day of January A.D.

Costs:

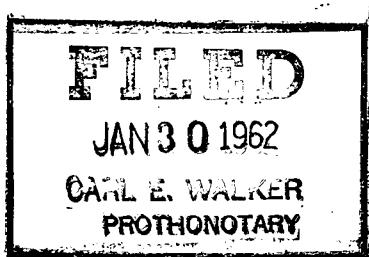
Sheriff Reese \$14.60
G.C.C.

Prothonotary

So Answers,

Carl E. Walker

James B. Reese
James B. Reese,
Sheriff



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

Homer Hartzfeld &
Helen Young Hartzfeld
vs
Gerald S. Leight and
Lou Leight.

No 122 Sept 1961

Complaint In Trespass

Now, October 27, 1961 after diligent search and inquiry
the within named Gerald S. and Lou Leight are not found
in my bailiwick and I return this writ "NOT FOUND" as to
Gerald S. and Lou Leight.

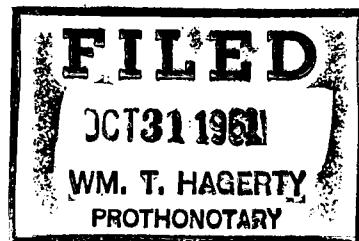
Costs Sheriff Ammerman \$5.75
(Paid by Atty Guido)

So Answers,

Charles G. Ammerman
Sheriff

Sworn to before me this 27th
day of October 1961 A.D.

Wm. T. Wagner
Prothonotary.



Homer Kartzfeld and
Kelen Kartzfeld
VERSUS
Gerald L. Leight and Lou
Leight.

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

No. 123 Term Sept 1961

To ~~Wm. T.~~ Carl E. Walker
Prothonotary.

Sir: Enter appearance for Plaintiff above
case on trial list

in above case.

Glenn Clancy
by Edward N. Clancy
Attorney for Plaintiff

No. _____ Term _____ 19_____

vs.

APPEARANCE

For _____



Homer Horzfeld
Kelen Joann Horzfeld
VERSUS
Gerald L. Fergit
and Lou Fergit

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

No. 122 Term Sept. 1961

To Mr. T. Kugler

Prothonotary.

Sir: Enter appearance for ~~re~~ ~~enter~~ issue
Complaint in the above cause

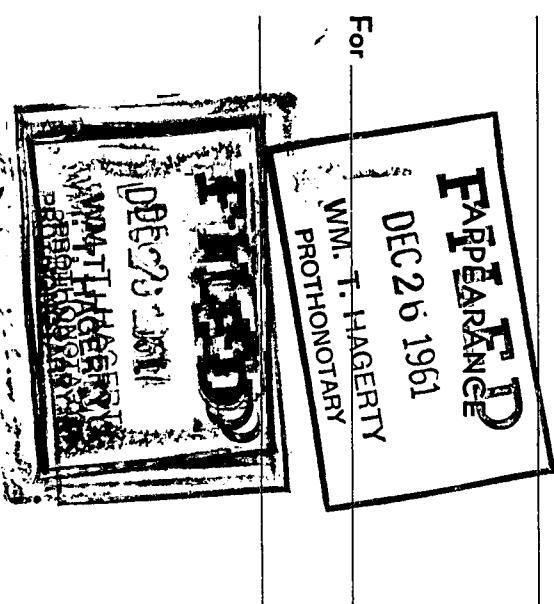
in above case.

Attorney for

Isaac Cheng
my Isaac Cheng

No. _____ Term _____ 19 _____

vs.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | |
|---------------------------|-------------------------------|
| HOMER HARTZFELD and HELEN | : |
| YOUNT HARTZFELD, | : |
| Plaintiffs, | : |
| VS. | : |
| GERALD L. LEIGHT and LOU | NO. 122, September Term, 1961 |
| LEIGHT, husband and wife, | : |
| Defendants | : |

ANSWER AND COUNTERCLAIM

GERALD L. LEIGHT and LOU LEIGHT, husband and wife, defendants in the above entitled matter, file this Answer and Counter-claim to the Complaint of HOMER HARTZFELD and HELEN YOUNT HARTZFELD, plaintiffs, whereof the following is a statement:

FIRST COUNT

HOMER HARTZFELD VS. GERALD L. LEIGHT AND LOU LEIGHT

6) Paragraph 6 is denied insofar as the same alleges that defendant Lou Leight was operating a certain 1953 Buick sedan on behalf of or as the agent of defendant Gerald L. Leight. On the contrary, Lou Leight was driving alone on her own business to her place of employment in the City of DuBois at the time of the accident.

SECOND COUNT

HELEN YOUNT HARTZFELD VS. GERALD L. LEIGHT AND LOU LEIGHT

13) Paragraph 13, which incorporates by reference the allegations contained in Paragraphs 1 to 8 inclusive is denied insofar as the same refers to the allegation of Paragraph 6 relating to defendant Lou Leight's operating a certain 1953 Buick sedan on behalf of or as the agent of defendant Gerald L. Leight. On the contrary defendant Lou Leight was driving alone on her own business to her place of employment in the City of DuBois at the time of the accident.

COUNTERCLAIM

By way of further answer and defense, the defendant, Gerald L. Leight alleges that the plaintiffs, Homer Hartzfeld and Helen Yount Hartzfeld are indebted to him in the amount of \$190.00 upon the following cause of action:

- 1) The defendant, Gerald L. Leight, is an individual who resides in the City of DuBois, Clearfield County, Pennsylvania.
- 2) The defendant, Lou Leight, is an individual who resides in the City of DuBois, Clearfield County, Pennsylvania.
- 3) The plaintiff, Homer Hartzfeld, is an individual who resides at 213 North 4th Street, DuBois, Clearfield County, Pennsylvania.
- 4) The plaintiff, Helen Yount Hartzfeld, is an individual who resides at 213 North 4th Street, DuBois, Clearfield County, Pennsylvania.
- 5) On or about May 24, 1960, at or about 6:30 P.M. E.D.S.T., the defendant, Lou Leight was operating a certain 1953 Buick sedan owned by defendant Gerald L. Leight, in a westerly direction on Penna. Route No. 322 at or near Twin Oaks Restaurant, Brady Township, Clearfield County, Pennsylvania.
- 6) At the said time and place, plaintiff Homer Hartzfeld, was operating a certain 1957 Oldsmobile sedan, on behalf of or as agent of plaintiff, Helen Yount Hartzfeld, owner of said vehicle, also in a westerly direction on said Route No. 322.
- 7) At the said time and place, said vehicle being operated by plaintiff, Homer Hartzfeld, began to decelerate its speed and turn to its right off the paved portion of the said highway, without warning by electrical signal, hand signal, or otherwise, said failure to signal causing the vehicle being operated by defendant, Lou Leight, to collide with the rear portion of the vehicle being operated by plaintiff, Homer Hartzfeld.
- 8) At the said time and place, said plaintiff, Homer Hartzfeld was careless and negligent in that he:
 - (a). failed to signal his intention to turn, stop, or slow down, by electrical signal, hand signal, or otherwise such failure to signal affecting the operation of the following vehicle being operated by defendant Lou Leight;
 - (b). failed to have said vehicle under proper and adequate control.
- 9) As a result of said collision said vehicle of defendant, Gerald L. Leight, sustained damages to its grille, radiator and front bumper in the amount of \$ 190.00.

A copy of the statement as to the estimated damages to said vehicle is attached hereto and marked Exhibit "B".

10) The defendant, Gerald L. Leight, therefore claims that there is now due and payable to him by the plaintiffs the sum of \$190.00.

WHEREFORE, defendant Gerald L. Leight requests judgment against plaintiffs Homer Hartzfeld and Helen Yount Hartzfeld, in the sum of \$190.00.

Ervin S. Fenner Jr.

Attorney for defendants

COMMONWEALTH OF PENNSYLVANIA)
 (S S.
COUNTY OF CLEARFIELD)

Personally appeared before the undersigned, a notary public in and for the County and State aforesaid, GERALD L. LEIGHT and LOU LEIGHT, who, being duly sworn according to law, depose and say that the facts set forth in the foregoing Answer are true and correct to the best of their knowledge, information and belief.

Gerald L. Leight
Lou Leight

Sworn to and subscribed before me this

26 day of February, 1962.

Mrs. Jean M. Weaver

EXHIBIT "B"

TO WHOM IT MAY CONCERN:

This is to certify that I, CAMDEN FRANTZ, an automobile mechanic employed at McAninch Motors in the City of DuBois, County of Clearfield, and State of Pennsylvania, personally examined the 1953 Buick sedan owned by Gerald L. Leight and that my estimate of the cost of repairing the damages to said vehicle caused by the collision of May 24, 1960 is as follows:

| | |
|---|-----------|
| Replacement parts, used, of similar grade, including fenders, hood and grille, bumper, radiator | \$ 75. 00 |
|---|-----------|

Labor:

| | |
|---|--------|
| Straightening frame - horns | 50. 00 |
| Aligning front end | 6. 00 |
| replacing fender and radiator assembly, as a unit | 25. 00 |
| replacing bumper | 5. 00 |
| removing and replacing hood | 3. 00 |
| painting front end | 20. 00 |

Materials

| | |
|-------|-----------|
| paint | 6. 00 |
| | <hr/> |
| | \$190. 00 |



Camden Frantz

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN.
No. 122, September Term, 1961

HOMER HARTZFELD and HELEN
YOUNT HARTZFELD,
Plaintiffs,

VS.

GERALD L. LEIGHT and LOU
LEIGHT, husband and wife,
Defendants

ANSWER AND COUNTERCLAIM

To the within Plaintiffs:

You are hereby notified to plead to
the enclosed Answer and Counter-
claim within 20 days from the
service hereof.

John S. Finneran
John S. Finneran
Attorney for Defendants

FILED

FEB 28 1962

CARL E. WALKER
PROTHONOTARY
ROBERT V. MAINE
ATTORNEY-AT-LAW
DUBOIS, PA.

Service accepted this 26th
day of February, 1962.
Pleaseon Cherry & Cherry
by Edward V. Cherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER HARTZFIELD and HELEN YOUNT HARTZFIELD, Plaintiffs :
VS. : NO. 122, Sept., TERM 1961
GERALD L. LEIGHT and LOU LEIGHT, husband and wife, Defendants : IN TRESPASS

COMPLAINT

AND NOW, comes HOMER HARTZFIELD and HELEN YOUNT HARTZFIELD, Plaintiffs, in the above entitled matter and by their Attorneys, Gleason, Cherry & Cherry, file this Complaint in Trespass against GERALD L. LEIGHT and LOU LEIGHT, husband and wife, Defendants, upon a cause of action whereof the following is a statement:

FIRST COUNT

HOMER HARTZFIELD VS. GERALD L. LEIGHT AND LOU LEIGHT

1. The Plaintiff, HELEN YOUNT HARTZFIELD, is an individual who resides at 213 N. Fourth Street, DuBois, Clearfield County, Pennsylvania.

2. The Plaintiff, HOMER HARTZFIELD, is an individual who resides at 213 North Fourth Street, DuBois, Clearfield County, Pennsylvania.

3. That Defendant, GERALD L. LEIGHT, is an individual who resides in the Village of Luthersburg, Brady Township, Pennsylvania.

4. That Defendant, LOU LEIGHT, is an individual who resides in the Village of Luthersburg, Brady Township, Pennsylvania.

5. That on or about May 24, 1960, at or about 6:30 P.M. E.D.S.T., Plaintiff, HOMER HARTZFIELD was operating a certain 1957 Oldsmobile Sedan owned by Plaintiff, HELEN YOUNT HARTZFIELD in a

westerly direction on Pennsylvania Route No. 322 at or near Twin Oaks Restaurant, Brady Township, Clearfield County, Pennsylvania.

6. That at said time and place, Defendant, LOU LEIGHT was operating a certain 1953 Buick Sedan, on behalf of or as agent of Defendant, GERALD LEIGHT, owner of said vehicle, also in a westerly direction on said Route No. 322.

7. That at said time and place, said vehicle being operated by said Defendant collided with the rear portion of said vehicle being operated by said Plaintiff, HOMER HARTZFELD.

8. That at said time and place, said Defendant, was reckless, careless, and negligent in that she:

(a) was proceeding at an excessive rate of speed for traffic conditions;

(b) failed to have said vehicle under proper and adequate control;

(c) failed to have said vehicle under such control as to be able to stop within the assured clear distance ahead;

(d) caused said vehicle to collide with said vehicle being operated by said Plaintiff in its proper lane of traffic.

9. That Plaintiff, HOMER HARTZFELD, at the time and as a result of the collision aforesaid, was hurled and forcibly thrown, cast, twisted, and jerked about the interior of said Oldsmobile Sedan and against portions of said vehicle, as a result of which he was severely, permanently and painfully injured as hereinafter set forth .

10. That as a result of said collision, Plaintiff, HOMER HARTZFELD, sustained numerous bruises and contusions of the chest and hands; lacerations of the left eyebrow, right cheek, right side of upper lip, chin, right shoulder and right knee.

11. That as a result of said collision and injuries said

Plaintiff, HOMER HARTZFELD, was prevented from performing his duties for Diamond Products Company of DuBois, Pennsylvania, and Hubles Home Company of Buffalo, N. Y. for a period from May 24, 1960 through July 20, 1960, meaning a loss of wages to him of \$735.00.

12. That as a result of said collision and injuries, Plaintiff, HOMER HARTZFELD, has incurred or expended the following sums of money for medicine, medical attention and hospitalization in and about endeavoring to treat and cure himself of said injuries to his financial damage and loss:

| | |
|---------------------------|----------|
| (a) Maple Avenue Hospital | \$250.95 |
| (b) W. A. Houck, M. D. | 150.00 |
| (c) John C. Micks, O. D. | 22.00 |

SECOND COUNT

HELEN YOUNT HARTZFELD VS. GERALD L. LEIGHT AND LOU LEIGHT

13. Plaintiff, HELEN YOUNT HARTZFELD, incorporates by reference the allegations contained in paragraphs 1 to 8 inclusive, as fully as though the same were here set forth at length.

14. That immediately prior to said collision, the vehicle of the Plaintiff, HELEN YOUNT HARTZFELD, had a fair market value of \$1,465.00, and that as a result of said collision said vehicle of the Plaintiff was totally demolished and consequently had a salvage value of \$100.00. The loss sustained by Plaintiff being \$1,365.00. A copy of the statement as to the said fair market value of said vehicle is hereunto attached and marked Exhibit "A".

15. Wherefore, each of the Plaintiffs claims damages from the Defendants as above set forth. The amount in controversy being in excess of \$5,000.00.

GLEASON, CHERRY & CHERRY

By Anthony J. Guido

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : : SS.

Personally appeared before the undersigned, a Notary Public, in and for the County and State aforesaid, HOMER HARTZFELD and HELEN YOUNT HARTZFELD, who, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information and belief.

Homer Hartzfeld

Helen Yount Hartzfeld

Sworn to and subscribed before me this 18th day of
September, 1961.

Josephine M. Henry
Notary Public
My Commission expires Jan. 7, 1963.

JOHNSON MOTORS

Telephone 846 - 399. 324 S. Brady St.
DU BOIS, PA.

Chevrolet



Exhibit "A"

September 13, 1961

TO WHOM IT MAY CONCERN:

It is our opinion that the appraised value of Mr. Homer Hartzfeld's 1957 Oldsmobile 98 4 Door at the time of the collision May 24, 1960 was \$ 1,665.00.

Yours truly,

JOHNSON MOTORS

Belvoir Johnson
Belvoir Johnson

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 22 Sept TERM, 1961

IN TRESPASS

HOMER HARTZFIELD and HELEN
YOUNT HARTZFIELD, Plaintiffs

VS.

GERALD L. LEIGHT and LOU
LEIGHT, husband and wife,
Defendants

COMPLAINT

TO WITHIN NAMED DEFENDANTS:

You are hereby notified
to plead to the enclosed
Complaint within twenty (20)
days from the service hereof.

GLEASON, CHERRY & CHERRY
Attorneys for Plaintiffs

By

Attorney J. H. G.

FILED
491
S. J. GLEASON
GLEASON, CHERRY & CHERRY
7-10 DAMASCUS BUILDING
DU BONN, PENNSYLVANIA

109 N. BRADY STREET

cc: Specy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

| | | |
|--|---|------------------------------|
| HOMER HARTZFELD and HELEN YOUNT HARTZFELD, Plaintiffs, | : | |
| VS. | : | NO. 122 SEPTEMBER TERM, 1961 |
| GERALD L. LEIGHT and LOU LEIGHT, husband and wife, Defendants | : | IN TRESPASS |

REPLY TO COUNTERCLAIM

HOMER HARTZFELD and HELEN YOUNT HARTZFELD, Plaintiffs in the above entitled matter, file this Reply to the Counterclaim of GERALD L. LEIGHT, whereof the following is a statement:

6. Paragraph 6 of Defendants' Counterclaim is denied insofar as it alleges that Plaintiff, HOMER HARTZFELD, was operating a certain 1957 Oldsmobile Sedan, on behalf of or as agent of Plaintiff, HELEN YOUNT HARTZFELD, owner of said vehicle. On the contrary is is alleged that said HOMER HARTZFELD was operating said vehicle on his own mission.

GLEASON, CHERRY & CHERRY

By Edward V Cherry

- 2 -

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

Personally appeared the undersigned, a Notary Public, in
and for the County and State aforesaid, HOMER HARTZFELD and HELEN
YOUNT HARTZFELD, who, being duly sworn according to law, depose
and say that the facts set forth in the foregoing Reply are true
and correct to the best of their knowledge, information and belief.

Homer Hartzfeld

Helen Yount Hartzfeld

Sworn to and subscribed before me this 6 day of
April, 1962.

Josephine M. Hausey
Notary Public
My Commission expires Jan. 7, 1963.

Jennell

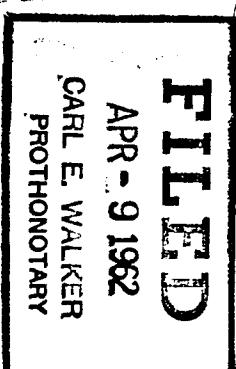
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 122 SEPTEMBER TERM, 1961
IN TRESPASS

HOMER HARTZFIELD and HELEN
YOUNT HARTZFIELD,
Plaintiffs,

VS.

GERALD L. LEIGHT and LOU
LEIGHT, husband and wife,
Defendants

REPLY TO COUNTERCLAIM



LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA
109 N. BRADY STREET

Service Accepted on the instant reply, this 19th day of
April, 1962.

Ervin S. Feuerriegel
Atty for defendants.