

DOCKET NO. 174

NUMBER	TERM	YEAR
195	May	1961

Hiram G. Shaw

VERSUS

Edgar M. Clayton

John K. Reilly, Jr.



Sept. 12, 1962

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Hiram G. Shaw		No. 195 May Term, 1961		
vs		No. 5 September Term, 1962		
Edgar M. Clayton				
Sheriff's costs:				
RDR	\$3.75	Execution Debt		\$165.00
Service	3.75	Interest from 5/9/60		23.93
Levy	3.75	Prothonotary		27.00
Commission	3.30	Use Attorney		15.50
CS/DS	2.00	Satisfaction		1.50
Milage	1.00	Sheriff's costs		17.55
Total	17.55	Total		\$250.48

James B. Reese

SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

John K. Reilly, Jr.


 LEDGER NO. 14 page 455
 CLEARFIELD, PA.
 Sept. 12, 1962

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
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Edgar M. Clayton				
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No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same; from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Seized, taken in execution, and to be sold as the property of

_____ Sheriff

SHERIFF'S LEVY

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Seized, taken in execution, and to be sold as the property of

_____ Sheriff

Writ of Execution - Money Judgments.

Hiram G. Shaw

-VS-

Edgar M. Clayton
314 Nichols Street
Clearfield, Pennsylvania

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

NO. 5 September

Term, 19 62

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Edgar M. Clayton

, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein; **all personal property**

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of _____, as ~~garnished~~,

(Specifically describe property)

and to notify the garnishee that,

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due

\$ 165.00

Interest from **May 9, 1960**

§ _____

Costs (to be added)

§ _____

Prothonotary

By

Deputy



Date Sept. 7, 1962

Proth'y. No. 64

This WRIT is being returned in COMPLIANCE
with the RULE OF CIVIL PROCEDURE No. 3120

William Charney
William Charney, Sheriff

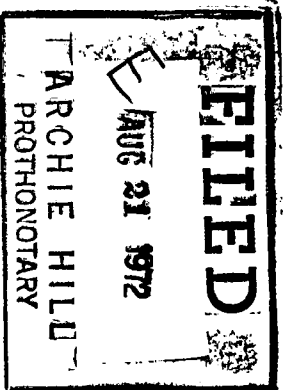
No. 195 May Term, 19 61
No. 5 September Term, 19 62
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Hiram G. Shaw

VS.

Edgar M. Clayton
311 Nichols Street
Clearfield, Penna.

WRIT OF EXECUTION



RECEIVED WRIT THIS 7th day
of Sept A. D., 1962,
at 2:53 P.M. P.M.
James B. Isaac
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	165	00
Interest from <u>5/9/60</u>		
Prothonotary - - -	<u>27</u>	<u>00</u>
Use Attorney - -	<u>15</u>	<u>50</u>
Use Plaintiff - -		
Attorney's Comm. -		
Satisfaction - - -	<u>1</u>	<u>50</u>
Sheriff - - - - -		
<u>Adm Cost \$130.00</u>		

John K. Reilly, Jr.
Attorney(s) for Plaintiff(s)

John K. Reilly, Jr.
Attorney for Plaintiff(s)

Praecipe for Writ of Execution - Money Judgments.

Hiram G. Shaw
550 West Front Street
Clearfield, Penna.

-VS-

Edgar M. Clayton
Philipsburg, Penna.

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

NO. ^{26 NOV 1962}
~~195~~ May Term, ~~1961~~
(5 Sept Term 1962)

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Centre County;

(2). against the following property personal property

_____ of defendant(s) and

(3). against the following property in the hands of (name) _____ garnishee;

(4). and index this writ

(a) against Edgar M. Clayton

_____ defendant(s) and

(b) against _____, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 165.00

Interest from May 9, 1960

Costs (to be added) \$ _____

John K. Kelly, Jr.
Attorney for Plaintiff(s)

No. 195 May Term, 1961
No. 26. Nov Term, 1963
(5-11-62)
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Hiram G. Shaw
550 West Front Street
Clearfield, Penna.
vs.

Edgar M. Clayton
Phillipshurg, Penna.

Praeipe for Writ of Execution

Rully - 850
300
1150
Pro 3,50.

RECEIVED WRIT THIS day
of A. D., 19
at M.
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$ 16500
Interest from - - -	May 9, 1960
Prothonotary - - -	15.50
Use Attorney - - -	15.50
Use Plaintiff - - -	15.50
Attorney's Comm. -	2.75
Satisfaction - - -	1.50
Sheriff - - - - -	12.50
g. B. Walker Const	2.50

John K. Rully Jr.
Attorney for Plaintiff(s)

Praeipie for Writ of Execution - Money Judgments.

Hiram G. Shaw
550 West Front Street
Clearfield, Penna.

-VS-

Edgar M. Clayton
Philipsburg, Penna.

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

NO. 195

May Term, 1961

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Centre County;

(2). against the following property personal property

of defendant(s) and

(3). against the following property in the hands of (name) garnishee;

(4). and index this writ

(a) against Edgar M. Clayton

defendant(s) and

(b) against , as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 165.00

Interest from \$ May 9, 1960

Costs (to be added) \$

John K. Reilly, Jr.
Attorney for Plaintiff(s)

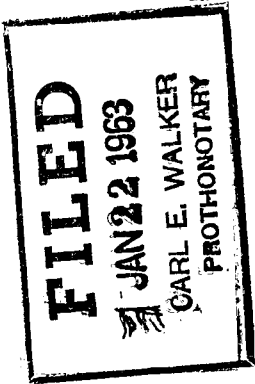
No. 195 May Term, 19 61
No. Term, 19

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

Hiram G. Shaw
550 West Front Street
Clearfield, Penna.
vs.

Edgar M. Clayton
Philipsburg, Penna.

Praecipe for Writ of Execution



RECEIVED WRIT THIS day
of A. D., 19 ,
at M.

Sheriff

WRIT OF EXECUTION (Money Judgments)		
EXECUTION DEBT		\$165.00
Interest from - - -		May 9, 1960
Prothonotary - - -		
Use Attorney - - -		
Use Plaintiff - - -		
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - - - -		

John K. Kelly
Attorney for Plaintiff(s)

Writ of Execution - Money Judgments.

Hiram G. Shaw
550 West Front Street
Clearfield, Penna.

-vs-

Edgar M. Clayton
Phillipsburg, Penna.

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

NO. 26 November
(5 September Term 1962)

Term, 19 62

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of ~~Centre~~
~~Clearfield~~ County:

To satisfy the judgment, interest and costs against Edgar M. Clayton

, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

~~(2) You are also directed to attach the following property of the defendant not levied upon in the~~
~~possession of~~ personal property ~~of the defendant~~, ~~as garnishee~~

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due

\$ 165.00

Interest from May 9, 1960

\$ _____

Costs (to be added)

\$ _____



Carl E. Walker
Prothonotary
By R. Helen Wingley
Deputy

Date January 23, 1963

Proth'y. No. 64

No. 195 May Term, 1961
No. 26 November Term, 19 62
(5 September 1962)
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Hiram G. Shaw
550 W. Front St., Clearfield, Pa.
vs.
Edgar M. Clayton
Philipsburg, Pa.

WRIT OF EXECUTION 30 25 1

RECEIVED WRIT THIS day
of A. D., 19
at M.
Sheriff

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	165. 00
Interest from May 9, 1960	
Prothonotary - - -	15. 50
Use Attorney - - -	11. 50
Use Plaintiff - - -	2. 75
Attorney's Comm. -	
Satisfaction - - -	1.50
Sheriff - - - - -	
H. G. Gane	12. 50
H. B. Walker, Const.	2. 50

John K. Reilly, Jr.
Attorney for Plaintiff(s)

Attorney(s) for Plaintiff(s)

County of Clearfield

班:

Hiram G Shaw

vs.

Before Harry G Ganoe, Justice of the Peace

...in and for... **Clearfield** County

Judgment Entered **For Hiram G Shaw** for **\$ 165.00**

Edgar M Clayton

Edgar M Clayton..defendant appeals from above judgment

Edgar M Clayton.....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 28th day of April 1961

Harry L. Gause, Justice of the Peace

Seal

My commission expires first Monday in January 19.66

We, Roy H Fink of New Millport, Pa

and Edgar M Clayton of Clearfield Pa

acknowledge ourselves bound as bail absolute to Hiram G Shaw

plaintiff in the above case, in the sum of \$ 200.00.....for the payment of all costs that

have accrued or that may accrue up to the final determination thereof, ~~as follows:~~

~~that would interest you that the defendant will prosecute his opponent with effect.~~ XXXXXX

[illegible]

28th April 61

Acknowledged before me this 28th day of April 1981.

Harry L. Gouge
~~XXXXX~~ - Just
My commission expires first Monday in

Seal

My commission expires first Monday in January 1976. 66.

W. H. French
Edgar M. Craig

Seal.

Seal.

In Justice Court

No. 254

Hiram G Shaw

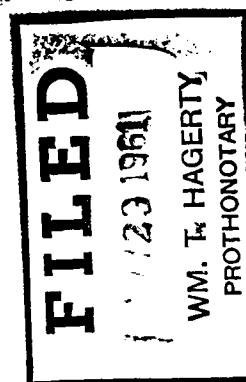
Clearfield Pa

versus

Edgar M Clayton

Clearfield Pa

Defendant's Affidavit of Appeal
with Bond



THE PLANKHORN CO., WILLIAMSPORT, PA.

Commonwealth of Pennsylvania
County of Clearfield } ss:
vs.

Hiram G Shaw

VS

Edgar M Clayton

Roy H Fink
being about to become surety in the above entitled case, and being duly sworn according to law, depose
and say: he is the owner of real estate in fee simple, and in his own name and right, in
the County of Clearfield, of the cash value, over and above all incumbrances, of not
less than two hundred dollars. I am not surety
in any other case or for any public officer.

Sworn and subscribed before me this 28th day
of April 19 61
Harry D. Gance [SEAL]
~~Justice~~ Justice of the Peace
My Commission expires first Monday of January 19 66

Roy H Fink [SEAL]
Roy H Fink [SEAL]
[SEAL]

Affidavit of Service

Hiram G. Shaw

vs.

Edgar M. Clayton

No. 195 May Term, 19 64

Complaint in Assumpsit

Returnable within _____ days
from date of service hereof.

NOW July 26, 19 62 at 8:10 o'clock A.M., E.D.T.

served the within Complaint in Assumpsit

on Edgar M. Clayton

at place of Employment, Pa. Highway Dept. Office, route 332, Lawrence
Township, Clearfield County, Pa.

by handing to him personally

a true and attested copy of the original Complaint in Assumpsit and made
known to him the contents thereof.

Costs. Sheriff Reese \$8.50
(Pd. by Atty. Reilly)

Sworn to before me this 27th

day of July A. D. 19 62

Carl E. Quaker
Prothonotary

So answers,

James B. Reese
James B. Reese, Sheriff

Writ of Execution - Money Judgments.

Hiram G. Shaw

-VS-

Edgar M. Clayton
314 Nichols Street
Clearfield, Pennsylvania

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

NO. 5 September

Term, 19 62

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Edgar M. Clayton
_____, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein; all personal property

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of _____, ~~as/garnishee~~,

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 165.00

Interest from May 9, 1960 \$ _____

Costs (to be added) \$ _____



Paul E. Walker
Prothonotary
By Patricia R. Dungey
Deputy

Date Sept. 7, 1962

Proth'y. No. 64

No. 195 May Term Term, 19 61
No. 5 September Term, 19 62
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.
44
Hiram G. Shaw

RECEIVED WRIT THIS day
of A. D., 19
at M.
Sheriff

VS.
31
Edgar M. Clayton
314 Nichols Street
Clearfield, Penna.

WRIT OF EXECUTION

WRIT OF EXECUTION (Money Judgments)		
EXECUTION DEBT	165	00
Interest from 5/9/60		
Prothonotary - - -	27	00
Use Attorney - - -	15	50
Use Plaintiff - - -		
Attorney's Comm. - - -		
Satisfaction - - -	1	50
Sheriff - - - - -		

John K. Reilly, Jr.
Attorney(s) for Plaintiff(s)

John K. Reilly, Jr.
Attorney for Plaintiff(s)

Praecipe for Writ of Execution - Money Judgments.

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

NO. 195 May Term Term, 1961

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

(1). directed to the Sheriff of Clearfield County;

(2). against the following property _____

_____ of defendant(s) and

(3). against the following property in the hands of (name) None garnishee;

(4). and index this writ

(a) against Edgar M. Clayton

_____ defendant(s) and

(b) against _____, as garnishee,

as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

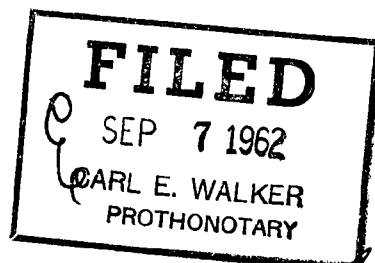
(If space insufficient attach extra sheets)

(5). Amount due \$ 165.00

Interest from May 9, 1960 \$ _____

Costs (to be added) \$ _____

John K. Reilly
Attorney for Plaintiff(s)



7.00 by atty

No. 195 May Term, 19 61
No. 5 Sept. Term, 19 62

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

Heriam J. Shaw

vs.

Edward W. Clayton
314 Nichols St.
Alto, Pa.

Praeceptum for Writ of Execution

RECEIVED WRIT THIS _____ day
of _____ A. D., 19 _____,
at _____ M.

Sheriff

WRIT OF EXECUTION (Money Judgments)		
EXECUTION DEBT	165	00
Interest from 5/9/62 - - -		
Prothonotary - - -	27	00
Use Attorney - - -	15	50
Use Plaintiff - - -		
Attorney's Comm. - - -		
Satisfaction - - -	1	50
Sheriff - - - - -		

John K. Reilly
Attorney for Plaintiff (\$)

Hiram G Shaw

Clearfield Pa

Debt
Costs\$165.00
15.00
\$180.00

VERSUS

Edgar M Clayton

314 Nichols St

Clearfield Pa

COST OF

Harry G Gance

(New Fees—Acts No. 492 Approved January 7,
1962, and Act No. 179 Approved June 28, 1961)Summons in Assumpsit issued April 4, 19 61
to J B Walker Constable.Returnable the 11th day of April 19 61
between the hours of 4:00'clock P.M., and 5:00'clock P.M.Served on Defendant by handing a true and attested
copy of the summons to Ruth Ogden, 314 Nichols
street, Clearfield, Pa., Landlady and an adult
at the place of residence of Edgar M Clayton,
where he resides, so answers Constable Walker
under oath, April 5, 1961.And now, 4:55 P. M., Tuesday, April 11, 1961,
Hiram G Shaw, his Attorney William C Chase and
Edgar M Clayton, appear, Plff., and Deft., sworn.Plff., testified to the accuracy of the account
and gave evidence, he had given the Deft., the
benefit of wholesale prices on materials used,
Plff., testified Deft., had taken the car on a
test run around the block and appeared satisfied
and paid the account in full with a check amounting
to One hundred sixty five (\$165.00) dollars, several
days later Deft., stopped payment on the check.Deft., testified on Friday night at Milesburg, Pa.,
he noticed the car was again slipping and the
following Sunday went to Mr Shaws garage and was
told by Mr Shaws Son, Wayne, they were filled up
with work, but would work on the car Monday night,
the Son stated Mr Shaw would "go along with it",
later at Morrisdale, Pa., took the car to a garage
where repairs cost Twenty three (\$23.00) dollars,
later at another garage car was repaired at a cost
of Seventy four (\$74.00) dollars, this garage stated
they found a twisted seal which let the oil go by,
thereby causing the trouble.Atty Chase ask the date of the repair job and Plff.,
answered May 6, 1960.Atty Chase ask if the work had been guaranteed and from the answers given by
both the Plff., & Deft., there had been no guarantee.Atty Chase requests judgment be given the Plff., & Against the Deft., for the
Debt and costs.And now, 5:15 P. M., Tuesday April 11, 1961 Judgment given the Plff., and
against the Deft., for the Debt and costs.April 28, 1961 Deft., appears and requests transcript and appeals the
Judgment.

Received Satisfaction,

Now, April 28,

in the sum of \$200.00

or may be legally recovered against the appellant.

1961, Defendant appeals. Bail justified and held

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

I hereby certify that the above is a correct
Transcript of the proceedings had before
me in the above suit, and of record on my
docket.

Address:

Clearfield

County, ss:

Witness my hand and seal this

11th

day of April

1961

Harry G. Gance

XXXX

Alderman - Justice of the Peace



My Commission expires first Monday of January, 1966

Edgar M Clayton being duly sworn according to law, deposes and says that the appeal in the within case is not taken for the purpose of delay, but because deponent verily believes that injustice has been done.

Sworn and Subscribed before me this 28th

day of April 19 61

Harry G Gance [Seal]

ADJUTANT—JUSTICE OF THE PEACE

My Commission Expires first Monday of January, 1966

Edgar M Clayton

NOTE—Follow the form of the blank within from your Docket Entry

No. 195 May Term, 1961

Hiram G Shaw

Clearfield Pa

versus

Edgar M Clayton

Clearfield Pa

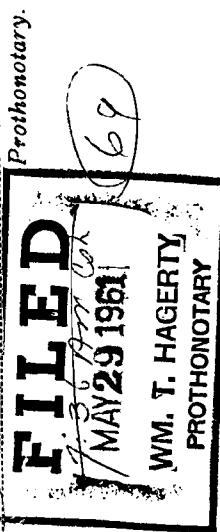
***Transcript of Judgment**

from the Docket of

Harry G Gance, Justice of the Peace

Clearfield Pa

Entered and Filed 19



Attorney.

*Say "Of Appeal" or "Of Judgment" as the case may be.

The Plackenhurst Co., Williamsport, Pa.