

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

Please Give This Prompt Attention

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.

P. L. Laws.

1923

Act No. 220, page 347.

James B. Reese

SHERIFF

Return this Bill with Remittance

John K. Reilly, Jr.



Sept. 12, 1962

TO SHERIFF OF CLEARFIELD COUNTY, DR.

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P. L. Laws.

1923

Act No. 220, page 347.

James B. Reese

SHERIFF

Return this Bill with Remittance

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

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

Sheriff

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

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:

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) 6

Carl E. Walker

Prothonotary

By Fatria P. Dungey
Deputy

By Patricia T. Wu
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 ID

No. 195 May Term, 1961
No. 5 September Term, 1962
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Hiram G. Shaw

vs.

Edgar M. Clayton

314 Nichols Street

Clearfield, Penna.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT 165 00

Interest from 5/9/60

Prothonotary - - - 27 00

Use Attorney - - 15 50

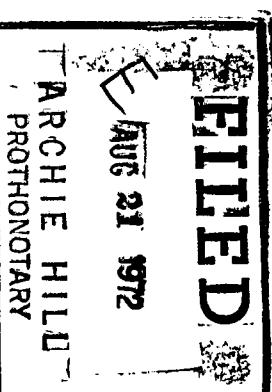
Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - - 1 50

Sheriff - - - -

Other Cost ¹⁰⁰ 100 00



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

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

RECEIVED WRIT THIS 24 day
of Sept A. D., 1962,
at 2:53 P.M.
James B. Reilly
Sheriff

Praeclipe 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

May Term, 1962

(5 Sept Term 1962)

PRAECLYPE 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
Attorney for Plaintiff(s)

RECEIVED WRIT THIS day
No. 195 May Term, 1961
No. 26. No 1st Term, 1962
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

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

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT	\$ 165.00
Interest from - - -	May 9, 1960
Prothonotary - - -	<u>15.00</u>
Use Attorney - - -	<u>2.75</u>
Use Plaintiff - - -	<u>2.75</u>
Attorney's Comm. - - -	<u>2.75</u>
Satisfaction - - -	/ 50
Sheriff - - -	<u>12.50</u>
John K. O'Neill J. B. Walker Const	<u>2.50</u>
Pro 3,50	

John K. O'Neill
Attorney for Plaintiff(s)

Praeclipe 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

PRAECLYPE 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
May 9, 1960

Interest from \$ _____

Costs (to be added) \$ _____

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

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

No. 195 May Term, 1961
No. Term, 19
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Sheriff

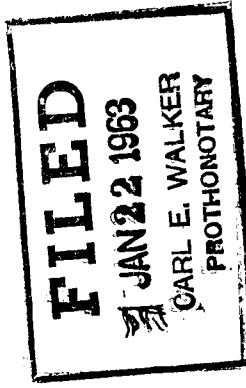
Hiram G. Shaw
550 West Front Street
Clearfield, Penna.
vs.

Edgar M. Clayton
Philipsburg, Penna.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$ 16 5 00	May 9, 1960
Interest from	- - -	
Prothonotary	- -	
Use Attorney	- -	
Use Plaintiff	- -	
Attorney's Comm.	- -	
Satisfaction	- - -	
Sheriff	- - - -	

Praeceipe for Writ of Execution



John K. Mull
Attorney for Plaintiff(s)

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 November
(5 September Term 1962)

Term, 19 62

WRIT OF EXECUTION

Commonwealth of Pennsylvania } SS:
County of Clearfield }

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 and in his possession of / personal property, 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 Wrigley
Deputy



Date January 23, 1963

Proth'y. No. 64

RECEIVED WRIT THIS day

No. 195 May Term, 1961
No. 26 November Term, 1962
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Hiram G. Shaw
550 W. Front St., Clearfield, Pa.
vs.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT Interest from <u>May 9, 1960</u>	<u>165.00</u>
Prothonotary - -	<u>15.50</u>
Use Attorney - -	<u>11.50</u>
Use Plaintiff - -	<u>2.75</u>
Attorney's Comm. -	
Satisfaction - -	<u>1.50</u>
Sheriff - - -	
H. G. Gane	<u>12.50</u>
H. B. Walker, Const.	<u>2.50</u>

John K. Reilly, Jr.

Attorney for Plaintiff(s)

Attorney(s) for Plaintiff(s)



Commonwealth of Pennsylvania } ss:
County of Clearfield

**Defendant's Affidavit of Appeal with Bond—Published and sold by
The Plankenhorn Co., Williamsport 2, Pa.**

Hiram G. Shaw

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, defendant appeals from above judgment

Edgar M. Clayton

defendant above named, being duly sworn,

(affixed) 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.

Henry D. Gause.....Seal
~~XXXXXX~~ Justice of the Peace

Edgar M. Clayton

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.

11. *Explain the concept of a 'natural resource' and its relationship to the environment.*

xx, Cross-past by
and for his own use and benefit

Acknowledged before me this 28th day of April 1961.

Henry G. Gouge, Justice of the Peace. Seal.

John for his own use and benefit
W. H. H. Seal
Edgar M. Clayton Seal

In Justice Court

No. 254

Hiram G. Shaw

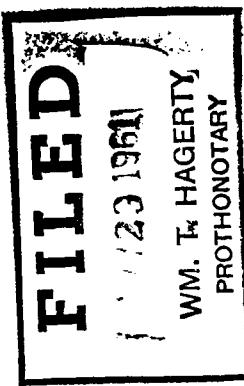
Clearfield Pa

versus

Edgar M. Clayton

Clearfield Pa

Defendant's Affidavit of Appeal
with Bond



THE HANERHORN CO., WILLIAMSPORT, PA.

Commonwealth of Pennsylvania
County of Clearfield } vs:
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 1961
Henry G. Gano [SEAL]
Henry G. Gano—Justice of the Peace
My Commission expires first Monday of January 1966

Roy H. Fink

[SEAL]

[SEAL]

[SEAL]

Affidavit of Service

Hiram G. Shaw

vs.

Edgar M. Clayton

No. 195 May _____ Term, 19 62

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

So answers,

day of July A. D. 19

Carl E. Ladd
Prothonotary

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 } SS:
County of Clearfield }

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 ab/gat/this/ed,

(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 F. Parker
Prothonotary
By *Patricia J. Dungey*
Deputy



Date Sept. 7, 1962

Proth'y. No. 64

RECEIVED WRIT THIS day

No. 195 May Term Term, 19 61
No. 5 September Term, 19 62
of A. D., 19
at M.

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

44
Hiram G. Shaw

WRIT OF EXECUTION (Money Judgments)	
EXECUTION DEBT Interest from 5/9/60	165 00
Prothonotary - - -	<i>37</i> 00
Use Attorney - - -	15 50
Use Plaintiff - - -	
Attorney's Comm. - - -	
Satisfaction - - -	1 50
Sheriff - - -	

VS.

3/
Edgar M. Clayton
314 Nichols Street
Clearfield, Penna.

WRIT OF EXECUTION

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

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

Praeclipe for Writ of Execution - Money Judgments.

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

NO. 195 May Term

Term, 1961

PRAECLYPE 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) Alonzo 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)

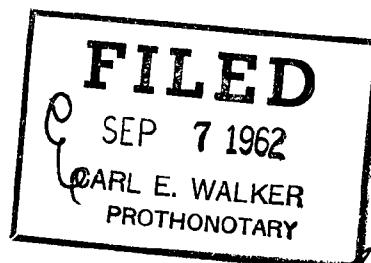
(If space insufficient attach extra sheets)

(5). Amount due \$ 165.00

Interest from May 9, 1960 \$

Costs (to be added) \$

John K. Reiley
Attorney for Plaintiff(s)



Proth'y. No. 63

7.00 by atty

RECEIVED WRIT THIS day
of May 1961 A. D., 1962,

at 10:00 A.M.

Sheriff

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

William J. Schaefer

vs.

Edgar M. Chapman
14th Judicial Dist.
Alfa, Pa.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	165	00
Interest from <u>5/9/62</u>		
Prothonotary	-	17
Use Attorney	-	15
Use Plaintiff	-	50
Attorney's Comm.	-	
Satisfaction	-	1
Sheriff	-	50

Praecept for Writ of Execution

Mark R. C. A.
Attorney for Plaintiff(s)

TRANSCRIPT -- CIVIL SUIT

Published by The Frankenhorn Co.
Williamsport, Pa.

Hiram G. Shaw.....	Debt	\$165.00
Clearfield Pa.....	Costs	<u>15.00</u>
		\$180.00

VERSUS

Edgar M. Clayton.....	
314 Nichols St.....	
Clearfield Pa.....	
COST OF	
Harry G. Gance.....	

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

EACH	COSTS	TAX HERE
7.50	Assumpsit or Trespass Involving \$100.00 or less	
10.00	Assumpsit in Trespass Involving more than \$100.00	10.00
15.00	Landlord—Tenant Proceeding	
5.00	Attachment in Execution Proceeding after Judgment	
4-28-61 Transcript	(New Fees—Acts No. 492 Approved January 7, 1952, and Act No. 179 Approved June 28, 1951) charges including when called for the costs relating to depositions and interrogatories and the costs of postage and registered mail, except the costs of a transcript of every proceeding on appeal or certiorari, including affidavit bail and certificates which shall be \$2.50 per transcript.)	2.50

CONSTABLE

J. B. Walker	
1.50 Serving Summons Each Person	2.50
.10 Miles, circ.	
1.00 Serving Execution	
— Items, at 2c	
.10 Miles, circ.	
2.50 Levying	
1.50 Serving Subpoena Additional Names 75cts	
.10 Miles, circ.	
1.50 Receiving and paying over Without Sale	
Total	\$15.00

Debt	\$165.00
Costs	<u>15.00</u>
	\$180.00

Summons in Assumpsit issued April 4, 1961

to J B Walker Constable.

Returnable the 11th day of April 1961

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

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

or may be legally recovered against the appellant.

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.

Clearfield

Address:

County, etc:

Witness my hand and seal this 11th

day of April 1961,

Edgar M. Clayton *Harry G. Gance* *SEAL*
XXXX Attorney-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 Gano [Seal]

~~EDGAR M~~—JUSTICE OF THE PEACE
My Commission Expires first Monday of January, 19 66

Edgar M. Clayton
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

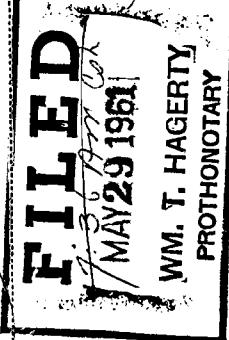
***Transcript of Judgment**

from the Docket of

Harry G Gano, Justice of the
Peace
Clearfield Pa

Entered and Filed 19

(B)



J. J. S. *69*
Attorney

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

The Pennsylvania Co., Williamsport, Pa.