

DOCKET NO. 174

NUMBER	TERM	YEAR
222	May	1961

Woodrow D. Dunlap

Alma Mae Dunlap

VERSUS

The Bell Telephone Company of Pa.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA: No. 22-2- ^{May} February Term, 1961 IN TRESEASS	
WOODROW D. DUNLAP ALMA MAE DUNLAP	-VS-
THE BELL TELEPHONE COMPANY OF PENNSYLVANIA	
C O M P L A I N T	
TO WITHIN NAMED DEFENDANT:	
You are hereby notified to plead to the within Complaint within twenty (20) days from the service hereof.	
JOHN B. GATES, Attorney for Plaintiffs	
By <u>John B. Gates</u>	FILED JUN-3 1961 JOHN B. GATES ATTORNEY AT LAW CLEARFIELD, PA 1186-6666

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WOODROW W. DUNLAP
ALMA MAE DUNLAP

-vs-

THE BELL TELEPHONE
COMPANY

:
:
:
:
:
:
:

No. ^{MAY} 222 February Term, 1961

IN TRESPASS

C O M P L A I N T

The Plaintiffs, WOODROW W. DUNLAP and ALMA MAE DUNLAP complain of the Defendant, the BELL TELEPHONE COMPANY of PENNSYLVANIA, as follows:

1. The Plaintiffs, Woodrow W. Dunlap and Alma Mae Dunlap are residents of the Borough of Mahaffey, Clearfield County, Pennsylvania.

2. The Defendant, the Bell Telephone Company of Pennsylvania, is a corporation created under the Laws of the Commonwealth of Pennsylvania, having its principal office in Philadelphia, Pennsylvania and doing business in Clearfield County.

3. The Plaintiffs are the owners of real estate with improvements thereon situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, which is more fully described in deed dated November 28, 1955 and appearing of record in Deed Book 447, page 278, which is incorporated herein by reference.

4. By Agreement of Lease dated October 6, 1954, the Defendant leased a portion of the premises described in Para-

graph Three, an executed copy of the said Agreement of Lease being in possession of the Defendant is incorporated herein by reference thereto.

5. That the said Agreement of Lease referred to in Paragraph Four was assigned by Fiorindo Bellotti and Allesandrina Bellotti, owners, to Woodrow W. Dunlap and Alma Mae Dunlap, the Plaintiffs, on November 28, 1955.

6. The Defendant was in possession of the said premises described in the Agreement of Lease referred to in Paragraph Four until September 30, 1960 at which time the said Agreement of Lease expired.

7. While in possession of the said property, the Defendant wrongfully, wilfully and deliberately injured and damaged the said property by damaging and destroying the floor, sub-floor, tile, I-Beams and supports and parts of basement supporting first floor, and also including the holes in the walls for conduits and cables and appliances. In addition the Defendant, by its agents, servants and employees, also destroyed and the floor, tile/ supporting beams in an adjoining room not included in the Lease Agreement, by moving heavy cabinets over and on the same.

8. Said damages and injuries to the premises, including the necessary additional expense for plumbing and electrical work incurred in making the necessary repairs amount to the sum of \$4,358.00 which are itemized in Plaintiffs' Exhibit A, being hereto attached.

9. By reason of the aforesaid, the Plaintiffs have been greatly injured in their reversionary estate of the said property to the extent of \$4,358.00 and have requested the Defendant to pay them the said sum, but the Defendant has refused to pay the same or any part of it.

WHEREFORE, the Plaintiffs demand judgment against the Defendant in the sum of \$4,358.00 with interest from October 1, 1960.


Attorney for Plaintiffs

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF CLEARFIELD :

duly
WOODROW W. DUNLAP, being/sworn according to law,
deposes and says that he is one of the Plaintiffs in the fore-
going Complaint, and that the facts set forth in the said
Complaint are true and correct to the best of his information,
knowledge and belief.

Woodrow W. Dunlap

Sworn to and subscribed
before me this *14th* day
of *March*, 1961.

Wm T. Hagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

EXHIBIT A

New floor, asphalt tile & underlayment	\$927.00
I-Beams and shoring in basement	286.00
Masonry work	387.00
Welding and posting	136.00
Plastering and material	330.00
Repair to old floor for tile	270.00
Ceramic tile and concrete	590.00
Labor for shoring and putting in I-Beams	890.00
Plumbing work	390.00
Electrical work	82.00
Repair to outside of building	<u>70.00</u>
Total	\$4,358.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PANNA. No. 222 May Term, 1961 IN TRESPASS	WOODROW W. DUNLAP ALMA MAE DUNLAP vs. THE BELL TELEPHONE COMPANY	PRELIMINARY OBJECTIONS	<div>6</div> <div>FILED JUN 24 1961 CLEARFIELD COUNTY CLERK</div> <div>LAW OFFICES CHAPLIN & ARNOLD CLEARFIELD, PA.</div>
---	--	------------------------	---

nm 6/23/61
copy; written preliminary, typed as - d
plus rate
city for plea eggs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WOODROW W. DUNLAP
ALMA MAE DUNLAP

vs.

THE BELL TELEPHONE
COMPANY

:
:
: No. 222 May Term, 1961
:
: IN TRESPASS
:
:


PRELIMINARY OBJECTIONS

The defendant, The Bell Telephone Company, by its counsel, Dan P. Arnold, preliminarily objects to the Complaint in the above captioned matter for the following reasons:

1. Paragraph 7 of the Complaint alleges damages to the property leased by the defendant and, additionally, claims damages to a portion of the premises not under lease to the defendant, caused by the agents, servants or employees of the defendant. The paragraph is not sufficiently specific to advise the defendant as to what damages were caused to the leased premises and what portion of the damages was caused to the premises not under lease, for which latter damage the defendant denies any liability and expects to join an additional defendant as to such damage. For this reason an allocation of the total damages is necessary.

2. Paragraph 8 alleging damages in the total amount of \$4,358, is not sufficiently specific for the reasons set forth in paragraph 1 hereof.

WHEREFORE, defendant prays the Court to direct the plaintiffs to file a more specific Bill of Complaint as to paragraphs 7 and 8.


Attorney for Defendant

In the Court of Common Pleas of Clearfield County, Pennsylvania,

WOODROW W. DUNLAP and ALMA MAE
DUNLAP

versus

THE BELL TELEPHONE COMPANY

No. 222, May Term, 194 61
IN TRESPASS

To Prothonotary of said Court, Sir:

Enter our appearance for the defendant in
the above captioned case.

Date June 14, 19~~4~~61


Attorneys for defendant

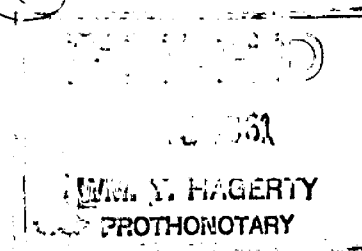
IN THE
Court of Common Pleas
OF
Clearfield County, Pennsylvania

No. 222, May Term, 1946
IN TRESPASS

WOODROW W. DUNLAP and ALMA MAE
DUNLAP

versus

THE BELL TELEPHONE COMPANY



DAN P. ARNOLD
~~XXXXXXXXXXXX~~
ATTORNEYS AT LAW
CLEARFIELD, PA.

Woodrow Hunslop
Olivia Mae Hunslop
VERSUS
The Bell Telephone Company

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

No. 222 Term May 1961

To Carl E. Walker
Prothonotary.

Sir: ~~Enter~~ appearance for

Place the above captioned case on the trial list

in above case.

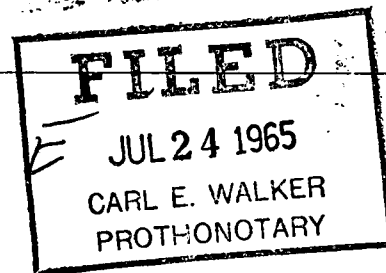
James R. Gots
Attorney for plaintiffs

No. 222 Term May 19 61

vs.

APPEARANCE

For _____



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

Woodrow D. Dunlap
Alma Mae Dunlap
vs
The Bell Telephone Co
Clfd, Pa.

No 222 May Term 1961

Complaint In Trespass

* * * * *
(Sheriff's Return)

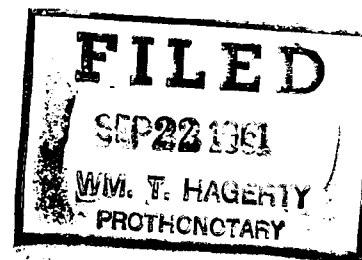
Now, June 5, 1961 at 2:23 O'Clock P.M. served the within Complaint In Trespass on The Bell Telephone Co Clfd, Pa. by handing to Carl Andrews personally, The Manager of The Bell Telephone Co. a true and attested copy of the original Complaint In Trespass and made known to him the contents thereof.

Costs Sheriff Ammerman \$7.00
)Paid by Atty Gates)

So Answers,
Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 6th
day of June 1961 .A.D.

Wm. T. Hagerly
Prothonotary



This Agreement made this sixth day of October,

A. D. 1954, between FIORINDO BELLOTTI and ALLESANDRINA BELLOTTI, his wife,
of the City of Cleveland, State of Ohio, _____

hereinafter called Owners, parties of the first part,

and **THE BELL TELEPHONE COMPANY OF PENNSYLVANIA**

a corporation created under the laws of the State of Pennsylvania and having its principal
office in the City of Philadelphia County of Philadelphia
State of Pennsylvania hereinafter called Telephone Company, party of the second
part,

Witnesseth, that Owners hereby let unto Telephone Company the southwest corner
room (more fully shown within red lines on a plan marked Exhibit A,
hereto attached and made part hereof), on the first floor of Bank
Building situate at the southwest corner of Main and Market Streets,

in the Borough of Mahaffey,
County of Clearfield, State of Pennsylvania, together with

free ingress and egress to and from the demised premises at all hours of the day and night, for the term
of five (5) years and eleven (11) months from
the first day of September A. D. 1954, at the
rental of Two Hundred Forty Dollars (\$240.00) per annum
to be paid in equal monthly instalments in advance; subject to the
following covenants, terms and conditions:

ten days after written notice of default
1. Upon the failure of Telephone Company to pay any instalment of rent within/a reasonable
~~time after it becomes due~~, this lease may be immediately terminated by Owners _____

2. ~~a~~ The demised premises shall not be used otherwise than for office,
_____ telephone and telegraph purposes without the written consent of
Owners first had and obtained.

2. b. Owners shall at their expense furnish heat and water in the
demised premises.

3. Telephone Company may sublet the demised premises or any portion thereof, subject, however, to the provisions of the next preceding section.

4. Owners shall not permit to be carried on in the said building of which the demised premises are part any business of so noisy a character as will in the judgment of the Telephone Company interfere with or affect the operation of a telephone and telegraph business in the demised premises.

5. If the demised premises, for any reason, become wholly or partially untenable, Telephone Company may, at its option, immediately terminate this lease; provided, however, that the rent shall be apportioned and paid up to the date of termination.

6. Should Owners fail to furnish such facilities as are hereinbefore provided for, Telephone Company may, upon five (5) days' written notice to Owners, cause the same to be furnished, and Owner S shall reimburse Telephone Company for the expense thereof on demand, or Telephone Company may, at its option, deduct the cost of furnishing said facilities from any rent due hereunder.

7. Telephone Company may, without expense to Owners, make such alterations in or additions to the demised premises as it may consider necessary for its purposes, and may continue to maintain the outside door and steps leading from the demised premises to the ground level. Telephone Company shall maintain and repair the interior and exterior of the demised premises, and repair any damage done by it in the basement.

8. Telephone Company may erect, maintain and operate in, on, over and under any part of the said building, and on, over and under any part of the premises of which the said building is a part, such cables, wires, ground wires, pipes, fixtures and appliances as it may consider necessary for telephone and telegraph purposes and for such electric light and power purposes as it may require in the conduct of its business. Upon the expiration of this lease, Telephone Company shall remove such cables, wires, ground wires, pipes, fixtures and appliances, and repair all damage occasioned by their erection, maintenance or removal.

9. Owners shall not permit any part of the said building, of which the demised premises are part, to be used for any purposes which will increase the risk of fire or raise the rate of insurance on any part thereof.

10. Owner S shall, without expense to Telephone Company, ~~maintain and repair the demised premises~~ and make such repairs and alterations in any portion of the said building as may be necessary on account of structural defects, or for the purpose of strengthening the said building so as to carry safely all of Telephone Company's equipment. Owner shall also, during the continuance of this lease and without expense to Telephone Company, provide, in and about the said building, such equipment, facilities and conditions as may be required by all United States, State and Municipal laws and regulations for the health, safety and benefit of all persons working in the demised premises.

Should Owners fail to comply with any of the foregoing provisions of this section within ten (10) days after receipt of written notice from Telephone Company so to do, Telephone Company may cause the work to be done, and Owners shall reimburse Telephone Company for the expense thereof on demand, or Telephone Company, may, at its option, deduct the cost of the work from any rent due hereunder.

11. Upon the termination of this lease Telephone Company shall surrender the demised premises in good order and condition, reasonable wear and tear, accidental fire and other casualty excepted:

12. All rights and liabilities under this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

13. This agreement may be renewed at the option of Telephone Company at the end of said term for an additional term of one (1) year by giving to Owners at least six (6) months prior to the end of said term written notice of its intention to exercise such option, and thereafter this agreement may in like manner be successively renewed at the option of Telephone Company in each case for three (3) more additional terms of one (1) year each.

14. A certain agreement dated July 18, 1939, between E. C. Lee and Leah B. Lee, his wife, former owners of said building, and Telephone Company, covering the demised premises, shall be and the same hereby is cancelled as of August 31, 1954, said agreement having been assigned to Owners.

The following changes were made in this agreement prior to its execution by either party:

Section 1, words ~~-----~~ "a reasonable time after it becomes due" stricken out, and words, "ten days after written notice of default" interlined.

Section 10, words "maintain and repair the demised premises and", and words "or for the purpose of strengthening the said building so as to carry safely all of Telephone Company's equipment" stricken out. -----

In Witness Whereof, the parties hereto have caused these presents to be duly executed the day and year first above written.

WITNESS:

George W. Morgan

Mary V. Morgan

ATTEST:

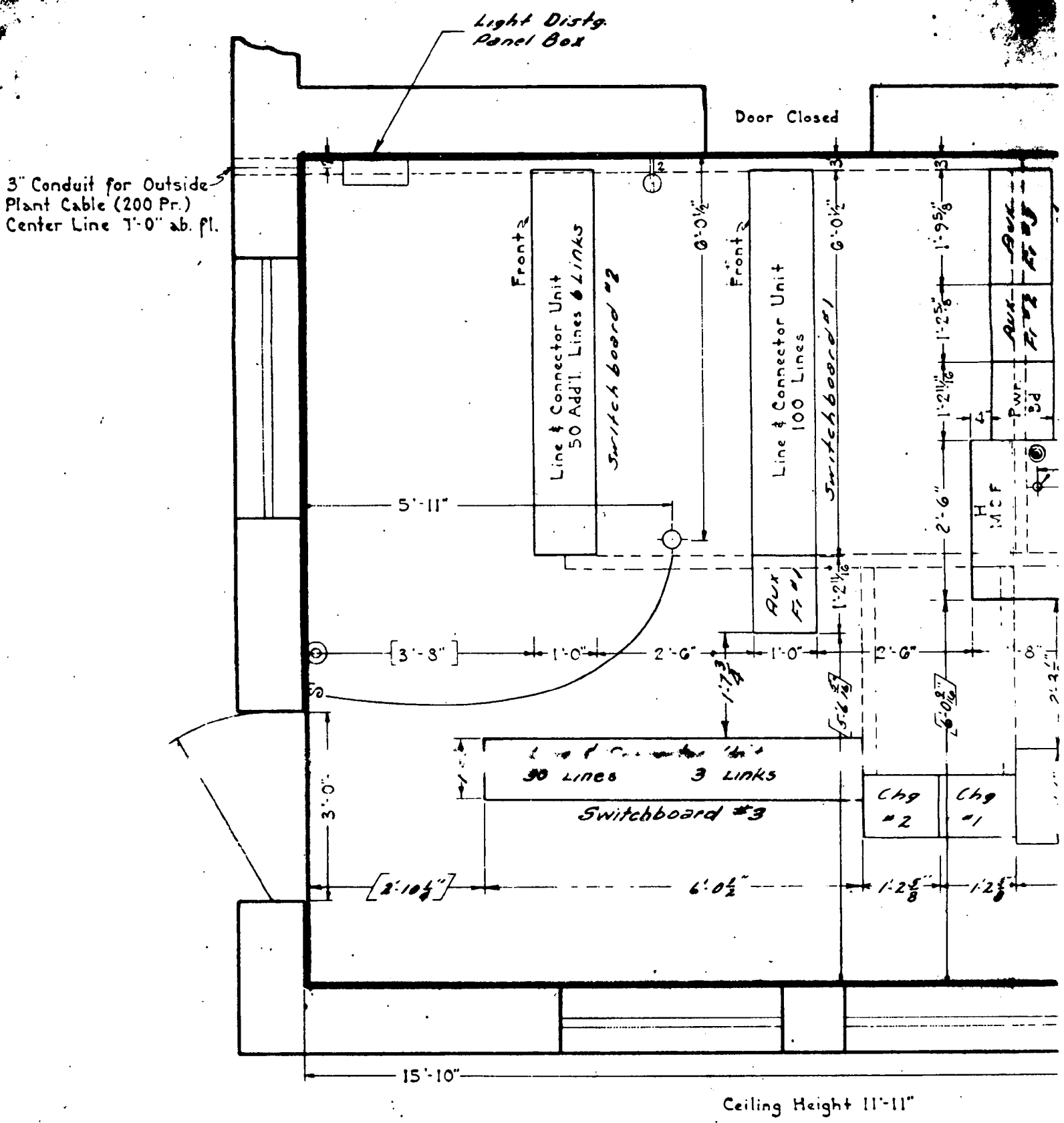
Grace L. Lauer
Assistant Secretary

X Giuseppe Bellotti (SEAL)

X Alessandrina Bellotti (SEAL)

THE BELL TELEPHONE COMPANY OF
PENNSYLVANIA

By J. B. Longest
Vice President



SYMBOLS:

- ⊙ 110-V Ceiling Light with R.L.M. Reflector controlled from Switch at Door.
- ⊙ 110-V Ceiling Light with R.L.M. Reflector and Pull Chain Switch.
- ⊙ Tel. Power Outlet with 2 Ckts. one for Power and one for Convenience Outlet at M.D.F. Box to be 9" ab. fl.
- ⊙ 110-V, 100-W Double T-Slotted Appliance Outlet 1'-0" ab. fl.
- S' Single Pole Switch for 110-V Light.
- ⊙ Fire Extinguisher, Gas Type, KS-7267
30-A Bracket
Glove Container, KS-8434
Asbestos Gloves, KS-8463
- [] Approximate Dimensions.
- ⊙ 110-V. 2 gang FSE 12 outlet for MI Carrier

In the Court of Common Pleas of Clearfield County, Penna. Civil Action-Law	
WOODROW W. DUNLAP and ALMA MAE DUNLAP, Plaintiffs	vs.
THE BELL TELEPHONE COMPANY Defendant	
<u>PRAECIPE</u>	
<div>21 FILED AUG 8 1965 m/ 8:30 AM RAY WITHEROW Prothonotary</div> <div>5-22</div> <div>ROBERT W. LAMBERT ATTORNEY AT LAW 936 PHILADELPHIA STREET INDIANA, PENNSYLVANIA 15701</div>	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD CO., PENNSYLVANIA
WOODROW W. DUNLAP, ✓
ALMA MAE DUNLAP,
Plaintiffs
vs.
THE BELL TELEPHONE
COMPANY,
Defendant


:
:
:
:
:

No 222 May Term, 1961
In Trespass

PRAECIPE

TO THE PROTHONOTARY:

Please discontinue the above captioned suit, with
prejudice.


Robert W. Lambert
Attorney for Plaintiffs

Date: 8-5-85

No. 222 May Term, 1961

In the Court of Common Pleas of Clearfield County, Penna. Civil Action-Law
WOODROW W. DUNLAP and ALMA MAE DUNLAP, Plaintiffs vs. THE BELL TELEPHONE COMPANY Defendant
<u>APPEARANCE</u>
<div>2/11 FILED AUG 8 1985 m/8.30A m. RAY WITHEROW Prothonotary</div> <div>ROBERT W. LAMBERT ATTORNEY AT LAW 936 PHILADELPHIA STREET INDIANA, PENNSYLVANIA 15701</div>

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

WOODROW W. DUNLAP,
ALMA MAE DUNLAP,
Plaintiffs

vs.

THE BELL TELEPHONE
COMPANY,
Defendant

:
:
:
:
:

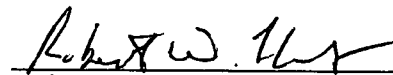
No 222 May Term, 1961

In Trespass

APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of Woodrow W. Dunlap
and Alma Mae Dunlap, plaintiffs in the above captioned matter.


Robert W. Lambert
Attorney for Plaintiffs

Date: 8-5-85

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA NO. 222 May Term, 1961 IN TRESPASS	
WOODROW W. DUNLAP ALMA MAE DUNLAP, Plaintiffs	vs. THE BELL TELEPHONE COMPANY, Defendant
<u>SUGGESTION OF DEATH</u>	
<div>21</div> <div>FILED</div> <div>AUG 8 1985</div> <div>m/8:30am</div> <div>RAY WITHEROW</div> <div>Prothonotary</div> <div>ROBERT W. LAMBERT</div> <div>ATTORNEY AT LAW</div> <div>936 PHILADELPHIA STREET</div> <div>INDIANA, PENNSYLVANIA 15701</div>	

WARNING: It is illegal to alter this copy or to duplicate by photostat or photograph.

H:05 112 600M REV 2-78
(100 Cert. per book)
(FEE FOR THIS
CERTIFICATE \$2.00)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH-VITAL RECORDS

No. 3325162

LOCAL REGISTRAR'S CERTIFICATION OF DEATH

Registered No. _____

Full Name of Deceased Woodrow W. Dunlap
First Middle Last
Residence 30 Bradley Ct. Dr. Indiana Indiana Pa.
Number Street City or Town County State
Place of Death Indiana White Pennsylvania
County City, Borough or Township
Sex Male Date of Death February 9 - 1983 Race white
Date of Birth 3-18-1912 Birthplace Westover PA Marital Status married
Social Security No. 209 09 4287 Occupation Owner & Laborer Veteran's Serial No. _____

MEDICAL CERTIFICATE

Part I. Death was caused by:

Interval Between
Onset and Death

Immediate Cause (a) myocardial Infarction 1 hr.
Due To (b) Arteriosclerotic Heart Disease years
Due To (c) _____

PART II. OTHER SIGNIFICANT CONDITIONS: contributing to death but not related to the immediate cause given in Part I (a)

Diabetes mellitus

Accident, Suicide or Homicide _____ How did injury occur _____

Name and Title of Person

Who Certified Cause of Death (M.D., D.O., Coroner, M.E.) H.A. Strunk

Address 590 Indian Springs Rd. Indiana PA 15701
Street City

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.



Mary E. Turant 11 120
Local Registrar of Vital Records District No.
Bigler Avenue Spangler PA
Street Address City, Borough, Township

Date Received by Local Registrar 2-11-83


2 12 83
Date of Issue of This Certification

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WOODROW W. DUNLAP	:	
ALMA MAE DUNLAP,	:	
Plaintiffs	:	NO. 222 May Term, 1961
vs.	:	
	:	IN TRESPASS
THE BELL TELEPHONE	:	
COMPANY,	:	
Defendant	:	

SUGGESTION OF DEATH

AND NOW, this 31st day of July, 1985 it is suggested of record that Woodrow W. Dunlap, one of the plaintiffs in the above entitled matter, died on February 9, 1983. A Registrar's Certification of Death evidencing the death of the said Woodrow W. Dunlap is annexed hereto.


Alma Mae Dunlap
Plaintiff

WOODROW W. DUNLAP
ALMA MAE DUNLAP

No. 222 May Term 1961

-vs-

THE BELL TELEPHONE
CO.

CERTIFICATE OF DISCONTINUANCE

Commonwealth of Pa
County of Clearfield

I, Raymond Witherow, Prothonotary of the Court of
Common Pleas in and for the County and Commonwealth aforesaid, do
hereby certify that the above case was this day, the 8th day of
Aug., A.D., 1985 marked Discontinued with Prejudice.

Record costs in the sum of \$ 21.50 have been paid in
full .

IN WITNESS WHEREOF, I have hereunto affixed my hand and
seal of this Court at Clearfield, Clearfield County, Pennsylvania
this 8th day of Aug. A.D., 1985.



Prothonotary

Mark —
class with
Prejudice

Geek / Music