

DOCKET NO. 173

NUMBER	TERM	YEAR
227	February	1961

Yost Associates, Inc.

VERSUS

Fidelity & Deposit Company

of Maryland

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,  
TO THE USE OF YOST ASSOCIATES,  
INC.

VS

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND

:  
:  
:  
:  
:  
:  
:  
:

No. 227 February Term, 1961

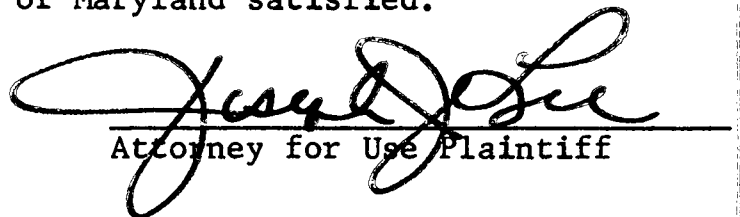
Assumpsit

PRAECIPE FOR SATISFACTION

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Payment in full of the award of arbitrators and the judgment  
taken thereon having been received, you are hereby directed to  
mark the judgment entered to the above term and number against  
Fidelity and Deposit Company of Maryland satisfied.

  
Attorney for Use Plaintiff

Dated: May 17, 1961 :

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 227 February Term, 1961  
Assumpsit

COMMONWEALTH OF PENNSYLVANIA,  
TO THE USE OF YOST ASSOCIATES,  
INC. :  
VS  
FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND

PRAECIPE FOR SATISFACTION

FILED  
MAY 27 1961  
WM. T. HAGERTY  
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,  
TO THE USE OF YOST ASSOCIATES,  
INC.

VS

:  
:  
:  
:  
: No. 227 February Term, 1961

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND

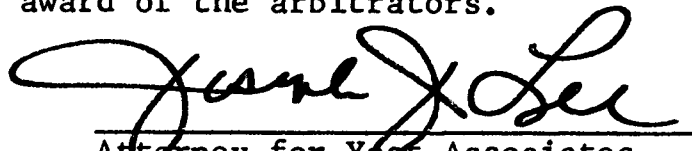
:  
: Assumpsit  
:

PRAECIPE FOR JUDGMENT ON  
AWARD

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

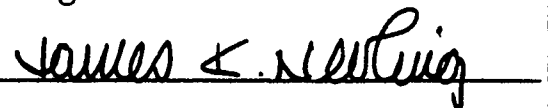
Enter judgment in favor of the Use Plaintiff against the  
Defendant in the amount of the award of the arbitrators.

  
Attorney for Yost Associates,  
Inc., Use Plaintiff

Dated: May 17, 1961

We hereby waive the right to appeal from the award of the  
arbitrators in the above case and authorize the entry of judgment  
as ordered by counsel for the Use Plaintiff.

Nevling & Davis

By: 

Dated: May 17, 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 227 February Term, 1961  
Assumpsit

COMMONWEALTH OF PENNSYLVANIA,  
TO THE USE OF YOST ASSOCIATES,  
INC.

VS.

VS.

FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND

PRACIPES FOR JUDGMENT ON  
AWARD

AWARD

AWARD

BEFORE FOR JUDGMENT ON

FIDELITY AND DEPOSIT COMPANY OF

VS.

INC.  
TO THE USE OF YOST ASSOCIATES,  
COMMONWEALTH OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dated: May 17, 1961

By: *[Signature]*  
HAGERTY & DEATS

as ordered by counsel for the use of the

certificates in the above case and authorize the entry of judgment

in favor of the use of the certificates

Dated: May 17, 1961

Inc., use of the certificates  
authorized for use of the certificates

*[Signature]*

in the amount of the sum of the certificates

in favor of the use of the certificates

FILED  
MAY 17 1961  
WM. T. HAGERTY  
PROTHONOTARY

Assumpsit

No. 227 February Term, 1961

In the Court of Common Pleas of Clearfield County, Pa.  
Commonwealth of Pa,  
To the use of Yost  
Associates, Inc.

No 227 February, Term 1961.

vs  
Fidelity and Deposit Company  
Of Maryland.

\*\*\*\*\*  
(Sheriff,s Return)

Now, March 7, 1961, at 3:15 O;Clock served the within Complaint  
In Assumpsit on Fidelity and Deposit Company of Maryland at Place  
of Business at 133 W. Long Ave Du Bois Pa. by handing to E.E.  
Monnoyer Agent for Fidelity and Deposit Company of Maryland  
A True and Attested copy of the Notice Of Complaint Of Assumpit  
and made Known to her the contents thereof.

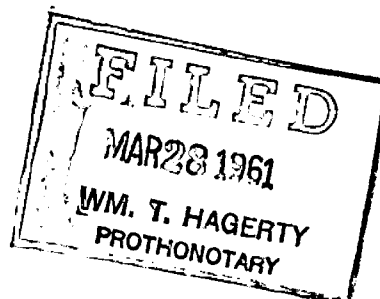
Costs: Sheriff Ammerman \$11.60.  
(Paid by Atty Lee)

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 13th  
day of March A.D. 1961.

*Wm T Hagerty*  
Prothonotary.



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 227 February Term, 1961  
Assumpsit

YOST ASSOCIATES, INC.

VS

FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND

C O M P L A I N T

TO THE WITHIN NAMED DEFENDANT:

You are hereby notified to  
answer to the within Complaint  
within 20 days after service  
thereof.

*Joseph J. Lee*  
Attorney for Plaintiff

**FILED**  
FEB 24 1961  
WM. T. HAGERITY  
PROTHONOTARY

452  
JOSEPH J. LEE  
ATTORNEY-AT-LAW  
CLEARFIELD, PA.

COMMONWEALTH OF PENNSYLVANIA,  
TO THE USE OF YOST ASSOCIATES,  
INC.

VERSUS

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND

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

No. 227 Term February 1961

To \_\_\_\_\_

Prothonotary.

Sir: Enter my appearance for Fidelity and Deposit Company  
of Maryland, the defendant

in above case.

James K. Newling

Attorney for defendant



No. \_\_\_\_\_ Term \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

vs.

\_\_\_\_\_

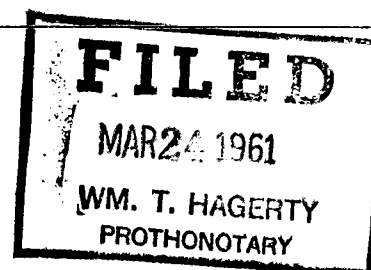
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPEARANCE

For \_\_\_\_\_



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,  
TO THE USE OF YOST ASSOCIATES,  
INC.

VS

FIDELITY AND DEPOSIT COMPANY OF  
MARYLAND

:  
:  
:  
:  
: No. 227 February Term, 1961  
:  
: Assumpsit  
:

C O M P L A I N T

COMES NOW, the plaintiff, and by its attorney, Joseph J. Lee, brings this action in assumpsit against the above named defendant upon a cause whereof the following is a statement:

(1). The plaintiff, Yost Associates, Inc., is a Pennsylvania corporation, with its principal offices at 315 E. Market Street, Clearfield, Pennsylvania.

(2). The defendant, Fidelity and Deposit Company of Maryland, is a Maryland corporation registered to do business in Pennsylvania, with offices in the Grant Building, Pittsburgh, Pennsylvania.

(3). On or about November 15, 1958 the plaintiff and Joseph H. Barnyak d/b/a Barnyak and Bechtel Construction Company, entered into an oral contract in which the plaintiff agreed to supply engineering services to the said Barnyak in consideration for Barnyak's promise to pay for said services at the rates stipulated by the plaintiff. The said contract provided that plaintiff should render its services in connection with the preparation of Joseph Barnyak's bid for the contract to construct the middle portion of Legislative Route No. 17041-24016, Section 6-1, S-376(2) in Huston Township, Clearfield County, Pennsylvania, and if the said bid were accepted the plaintiff should further render its services during the actual construction of the highway.

(4). Joseph Barnyak received the award on December 16, 1958 and, as required by the Act of June 1, 1945, P.L. 1242, as amended,

36 P.S. 670-404, arranged with the defendant on January 23, 1959 for a bond with the defendant as surety for Joseph Barnyak. The said bond, as required by the above statute, was to be for the use of and the benefit of any corporation which performed or supplied labor or services on or in connection with the work and which had not been paid therefor. The parties further intended that the bond should cover any defaults by Joseph Barnyak which occurred in connection with the said work whether such defaults occurred prior to or after January 23, 1959. A copy of the said bond is attached hereto and made a part hereof and marked Exhibit "A".

(5). The said Joseph Barnyak did not pay for or reimburse the plaintiff for labor and services rendered to Joseph Barnyak which totalled \$1208.75, as follows:

(a). John W. Hess, professional engineer:-

1/5/59 - - - 2 hours

1/15/59 - - 8 hours

T o t a l 10 hours

for a total charge of \$81.25, computed at the rate of \$65.00 per day.

(b). William W. Yost, professional engineer:-

1/15/59 - - - 8 hours

for a total charge of \$75.00, computed at the rate of \$75.00 per day.

(c). Payment of services of Jack Peterson, being salary paid to Jack Peterson by Yost Associates, Inc. for the period 12/16/58 through 1/30/59, during which time he worked as party chief doing all necessary lay-out work on the ground prior to the actual construction, it being agreed between the debtor and Yost Associates, Inc. that in return for Yost Associates, Inc. paying Peterson's salary, Yost Associates, Inc. would be reimbursed for his salary plus 25% thereof. Peterson was paid a total of \$750.00 by Yost Associates, Inc. to which was added 25%, for a total of \$937.50.

(d). The services of Jack Conrad, an employee of Yost Associates, Inc., were required by Peterson as a helper for four days during this period, computed at

the rate of \$22.50 per day, or a total of \$90.00.

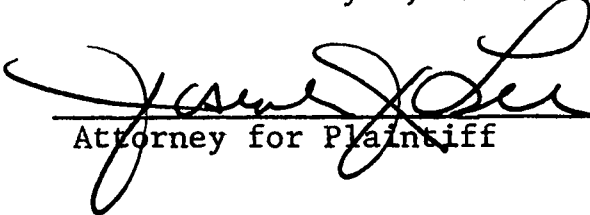
(e). John W. Hess incurred out-of-pocket expenses and automobile expenses in conjunction with travelling for the debtor and on the debtor's business in the amount of \$25.00.

(6). The plaintiff performed and fulfilled each and every condition of the contract between itself and Joseph Barnyak which was to be performed by it.

(7). Defendant, by reason of the aforesaid contract on the bond between it and Joseph Barnyak, has become liable to pay plaintiff the sum of \$1208.75, with interest thereon from July 8, 1960, but has not paid and has continually refused to pay the said sum despite plaintiff's demand which was made on July 8, 1960.

(8). The amount in controversy is less than \$2000.00.

WHEREFORE, the plaintiff demands from the defendant the sum of \$1208.75, with interest thereon from July 8, 1960.

  
Attorney for Plaintiff

STATE OF PENNSYLVANIA:

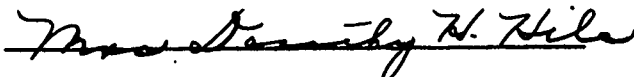
:SS

COUNTY OF CLEARFIELD :

JOHN W. HESS, being duly sworn according to law, deposes and says that he is an officer of Yost Associates, Inc., and as such officer is authorized to sign this affidavit, and that the facts set forth in the within Complaint are true and correct to the best of his knowledge, information and belief.

  
(John W. Hess)

Subscribed and sworn to before  
me ~~at~~ this 4<sup>th</sup> day of March,  
1961.



# COMMONWEALTH OF PENNSYLVANIA

## DEPARTMENT OF HIGHWAYS

Harrisburg, Pa. November 22 19 60

PENNSYLVANIA, ss:

I HEREBY CERTIFY, That the attached is a full, true and correct copy of the additional bond for labor and material executed in connection with the contract of Barnyak & Bechtel Construction Company, Routes 17041 and 24016, Sections 6 and 1, Clearfield and Elk Counties, the original of which is on file in this Department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this department the day and year aforesaid.



Deputy Secretary of Highways

(1954)

## ADDITIONAL BOND FOR LABOR AND MATERIAL

KNOW ALL MEN BY THESE PRESENTS, That we, Joseph H. Barnyak  
 trading as Barnyak and Bechtel Construction Company  
 of Post Office Box 103  
Sandy Ridge, Pennsylvania  
 as principal, and Fidelity and Deposit Company

a corporation incorporated under the laws of the State of Maryland  
 as surety, are held and firmly bound unto the Commonwealth of Pennsylvania, for the  
 use of any and every person, copartnership, association, or corporation interested,  
 in the full and just sum of three hundred fifty-two thousand nine  
hundred nineteen and 42/100 dollars (\$ 352,919.42 ),

lawful money of the United States of America, to be paid to the said obligees or its  
 or their assigns, to which payment well and truly to be made, we bind ourselves, our  
 heirs, executors, administrators, successors and assigns jointly and severally firmly  
 by these presents.

Sealed with our respective seals and dated this 23 day of January

A.D.195 9

WHEREAS, The above bounded principal has entered into a contract with the said  
 Commonwealth of Pennsylvania, by and through the Secretary of Highways, bearing even  
 date herewith, for the improvement of a certain section of highway \_\_\_\_\_  
 in Clearfield - Elk Counties, Route 17041 - 24016  
 Section 6 - 1 , S-376(2) , \_\_\_\_\_ Borough ,  
Huston - Fox Townships, \_\_\_\_\_ City,  
 Commonwealth of Pennsylvania, being approximately nineteen thousand one  
hundred seventy-six ( 19,176 ) feet in length,  
 for approximately the sum of seven hundred five thousand eight hundred  
thirty-eight and 84/100 dollars (\$ 705,838.84 ),

EXHIBIT "A"

the said highway being situated from approximately 2.45 miles northwest of the inter-  
section of Routes 17041 and 411 in the Village of Penfield, in Clearfield County on  
Route 17041 at Station 927+50 to approximately 1.02 miles northwest of the Clearfield -  
Elk County Line, in Elk County, on Route 24016 at Station 54+00,

---

---

---

---

and

WHEREAS, It was one of the conditions of the award of the Secretary of Highways, acting for and on behalf of the Commonwealth of Pennsylvania, pursuant to which said contract was entered into, that these presents should be executed.

NOW, THEREFORE, The condition of this obligation is such that if the above bounden principal shall and will promptly pay or cause to be paid in full all sums of money which may be due any person, copartnership, association, or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor enter into and become component parts of the work or improvement contemplated, and for rental of equipment used and services rendered by public utilities in, or in connection with, the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The principal and surety hereby jointly and severally agree with the obligee herein that every person, copartnership, association or corporation, who, whether as subcontractor or otherwise, has furnished material or supplied or performed labor or rental equipment in the prosecution of the work as above provided and any public utility who has rendered services in, or in connection with, the prosecution of such work, and who has not been paid in full therefor, may sue in assumpsit on this Additional Bond in the name of the Commonwealth for his, their, or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it, and have execution thereon. Provided, however, that the Commonwealth shall not be liable for the payment of any costs or expenses of such suit.

Recovery by any person, copartnership, association, or corporation hereunder shall be subject to the provisions, of the Act of June 22, 1931, P.L.881, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Commonwealth of any extension of time for the performance of the contract or any other forbearance on the part of

(1954)

either the Commonwealth or the principal to the other, shall not in any way release the principal and the surety or sureties or either or any of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the surety or sureties of any such alteration, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, The said principal and surety have duly executed this bond under seal the day and year first above written.

Barnyak and Bechtel  
Construction Company (Seal)  
 Contractor

By

Witnesses

Joseph H. Barnyak (Seal)  
 Sole Owner

Lewis Waltain

(Seal)

Betty Barnyak

(Seal)

(Seal)

Fidelity Deposit Company of Maryland  
 Surety Company

(Seal)

Attest

By

Elva Stevens

~~Secretary~~

John H. Kessler  
 Attorney-in-fact ~~President~~

Approved as to form and legality

DEPARTMENT OF JUSTICE

By John B. Stevens, Jr.  
 Deputy Attorney General

Date January 28, 1959



SIR:

The following three persons have been appointed Arbitrators  
in the case of Commonwealth of Pa. To Use of Yost Associates, Inc.

vs. Fidelity and Deposit Company of Maryland

No. 227 February Term, 1961

the first named being the Chairman of the Board:

James A. Gleason, Eugene D. Vallely,

& John J. McCamley

Hearing of the case has been fixed for Friday, May 5, 1961

at 1:30 P.<sup>M</sup>. in Ct. Rm. #2

in Court Room #

Very truly yours,

William T. Hagerty,  
Prothonotary.

WTH/jb

Received 5-24-61  
Fidelity & Deposit Company  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA No. 227 February Term, 1961
COMMONWEALTH OF PENNSYLVANIA, TO THE USE OF YOST ASSOCIATES, INC. vs. FIDELITY AND DEPOSIT COMPANY OF MARYLAND
<u>A N S W E R</u>
<div>NEVLING &amp; DAVIS ATTORNEYS-AT-LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PA.</div>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	
TO THE USE OF YOST ASSOCIATES,	:	
INC.	:	No. 227 February Term, 1961
	:	
VS	:	Assumpsit
	:	
FIDELITY AND DEPOSIT COMPANY OF	:	
MARYLAND	:	

A N S W E R

AND NOW comes FIDELITY AND DEPOSIT COMPANY OF MARYLAND, defendant above-named, by its attorney, James K. Nevling, and answers the Complaint filed in the above-entitled action as follows:

1. The allegations contained in Paragraph 1 of the Complaint are admitted.

2. The allegations contained in Paragraph 2 of the Complaint are admitted.

3. Defendant, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Complaint, and demands proof thereof.

4. The allegations contained in Paragraph 4 of the Complaint are answered as follows: It is denied that Joseph Barnyak received the award of the construction contract on December 16, 1958, and it is averred that said construction contract was entered into between the said Joseph Barnyak and the Commonwealth of Pennsylvania on January 23, 1959, as appears

from reference to the recitals contained in the bond attached as Exhibit A to the Complaint. It is admitted that the said Joseph Barnyak arranged for a bond as required by law, with defendant as surety thereon; that said bond was executed and delivered on January 23, 1959 and that Exhibit A attached to the Complaint is a true and correct copy of said bond. It is further admitted that said bond was to be for the use of and the benefit of any corporation which performed work or supplied labor or services on or in connection with the work and which had not been paid therefor. It is denied that the parties intended that the bond should cover any defaults by Joseph Barnyak which occurred in connection with any work performed prior to January 23, 1959.

5. Defendant, after reasonable investigation, is without knowledge or information sufficient to form a belief as to whether or not the labor and services described in Paragraph 5 of the Complaint were in fact rendered to the said Joseph Barnyak by plaintiff, whether or not said labor and services were rendered in connection with the performance of said construction contract between the said Joseph Barnyak and the Commonwealth of Pennsylvania, and whether or not the said Joseph Barnyak failed to pay for or reimburse the plaintiff for such labor and services rendered, and demands proof thereof. In further answer to the allegations contained in Paragraph 5 of the Complaint, since it appears from such allegations that all or most of the labor and services for which recovery is sought were performed prior to the execution and delivery of the said

construction contract between the said Joseph Barnyak and the Commonwealth of Pennsylvania and prior to the execution and delivery of the bond (Exhibit A), plaintiff is not entitled to maintain an action against defendant on such bond for payment for said labor and services.

6. Defendant, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Complaint, and demands proof thereof.

7. It is admitted that defendant has not paid and has continually refused to pay plaintiff the sum of \$1,208.75, with interest thereon, despite demand therefor. It is denied that defendant is liable to pay said sum to plaintiff.

8. The allegations contained in Paragraph 8 of the Complaint are admitted.

WHEREFORE, defendant demands judgment in its favor, together with costs of this action.

James K. Newling  
Attorney for Defendant

CITY OF BALTIMORE :  
: SS:  
STATE OF MARYLAND :

Before me, the undersigned authority, a Notary Public for the State and City aforesaid, personally appeared E. B. McCahan, Jr., who, being duly sworn according to law, did depose

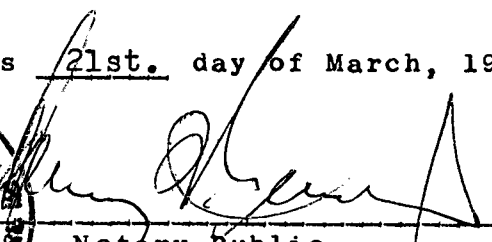
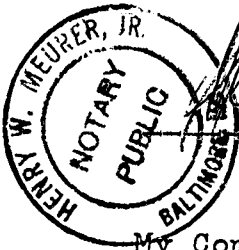
and say that he is a Vice-President of Fidelity and Deposit Company of Maryland and that as such he is duly authorized to make this affidavit on its behalf and that the averments contained in the foregoing Answer are true and correct to the best of his knowledge, information and belief.



E. B. McCahan, Jr., Vice-President

Sworn to and subscribed before me

this 21st. day of March, 1961.



Notary Public  
Henry W. Meurer, Jr.

My Commission expires May 31, 1961.

JOSEPH J. LEE  
ATTORNEY AT LAW  
CLEARFIELD, PENNSYLVANIA  
POPLAR 5-7893

April 21, 1961

William T. Hagerty, Prothonotary  
Clearfield County  
Court House  
Clearfield, Pennsylvania

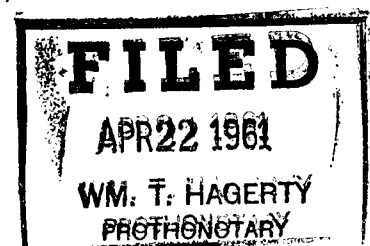
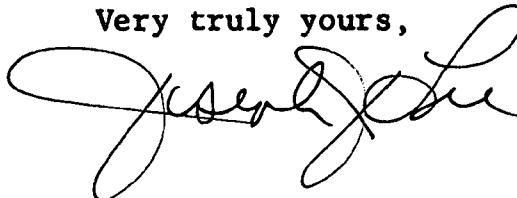
Re: Commonwealth of Pennsylvania, to the  
use of Yost Associates, Inc.  
vs  
Fidelity and Deposit Company of Mary-  
land

Dear Mr. Hagerty:

Will you please advise the arbitrators select-  
ed in this matter that hearing is scheduled for  
1:30 P.M. DST on Friday, May 5, 1961 in Court  
Room No. 2.

Very truly yours,

JJL:DH



Commonwealth of Penna.  
to use

vs.

Fidelity and Deposit  
Company of Maryland

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 227 File Term, 1961

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule....., requests you to appoint a **BOARD OF ARBITRATORS** and certifies that:

- (✓) The amount in controversy is \$2,000 or less.  
(✓) The case is at issue.  
( ) An agreement of reference has been filed of record.  
( ) Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff Joseph J. Lee Defendant Newling & Davis

Date 3-24-61

Attorney for Plaintiff

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

Attorney for Plaintiff

Attorney for

Attorney for

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, April 24, 1961, hearing of the above case is fixed for Friday,  
May 5, 1961, in 1:30 P.M. Room, Clearfield County Court House, Clearfield,  
Pa., and the following Clearfield County Bar members:

Chairman

are appointed as the **BOARD OF ARBITRATORS** to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

by Deputy

- (1) See Court Rule 27  
(2) Waiver requires signatures of counsel for all parties.

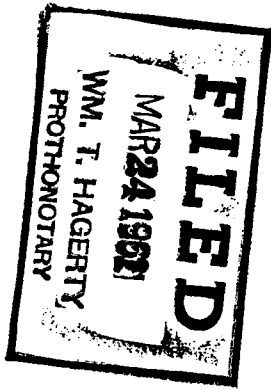


In the Court of Common Pleas  
of Clearfield County

No. Term, 195

v/s.

PRAECIPE FOR APPOINTMENT OF  
ARBITRATORS



Commonwealth of Pennsylvania  
TO USE: of Yost Associates, Inc.

vs.

Fidelity and Deposit Company of  
Maryland

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 227 February Term, ~~1955~~ 1961

## OATH OR AFFIRMATION OF ARBITRATORS

Now, this 5<sup>th</sup> day of May, 1961, 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.

James A. Gleason

Chairman

Eugene D. Vallely

John J. McCamley

Sworn to and subscribed before me

this 5<sup>th</sup> day of May,

1961.

Prothonotary

## AWARD OF ARBITRATORS

Now, this 5<sup>th</sup> day of May, 1961, 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 Plaintiff in the  
Sum of \$1208.75.

Chairman

## ENTRY OF AWARD

Now, this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

by \_\_\_\_\_

In the Court of Common Pleas Clearfield County.  
Commonwealth & Use  
of Yost Associates, Inc.  
VERSUS  
Fidelity & Deposit Ins.  
Co.  
Of February Term, 1961  
No. 227  
Plaintiff's Bill of Costs  
At Arbitration Term, 19    

Joseph Barnum	1 Days in Court at \$5.00 per day	5 00
P. O. Sandy Ridge	<del>7c</del> per mile actually traveled	4 20
Ray Hughes	7c 60 mi	5 00
P. O. Clearfield	1 Days in Court at \$5.00 per day	
John Conrad	<del>7c</del> per mile actually traveled	5 00
P. O. Clearfield	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Days in Court at \$5.00 per day	
P. O.	<del>7c</del> per mile actually traveled	
	7c	
	Serving subpoenas	Witness
P. O.	Miles distance	
Whole amount of Bill		19 20

CLEARFIELD COUNTY, SS:

Personally appeared before me Joseph J. Sullivan, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were subpoenaed, necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this  
6<sup>th</sup> day of May, A. D. 1961  
Wm T. Liberty, Prothonotary

**PROTHONOTARY**  
My Commission Expires  
1st Monday Jan. 1962

No. .... Term, 19....

Versus

Attorney

May 9, 1961, assets assigned.  
James E. Russell  
Attorney for