

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 : No. 227 February Term, 1961

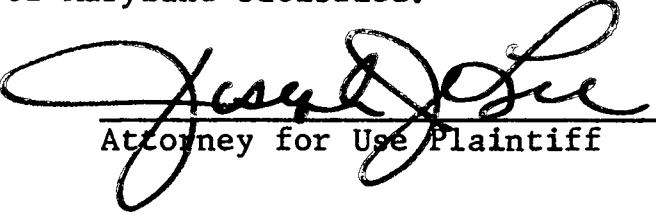
FIDELITY AND DEPOSIT COMPANY OF : Assumpsit
MARYLAND :

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 :

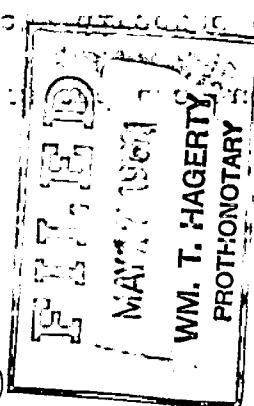
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 227 February Term, 1961
Assumpsit

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

VS

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

PRAECLPICE FOR SATISFACTION



AT THE CITY OF BALTIMORE, ON THE 25th DAY

OF FEBRUARY, 1961

AM

TO THE ATTORNEY GENERAL OF THE STATE

RE:

THE STATE OF MARYLAND, PLAINTIFF,
VS. YOST ASSOCIATES, INC., DEFENDANT.

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

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 : Assumpsit
MARYLAND :

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 Yest 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: James E. Nesting

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.

VISITATION
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

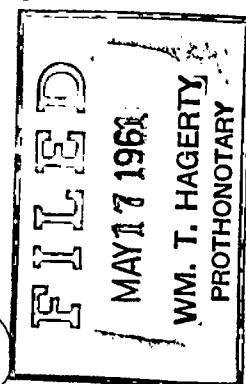
PRINCIPLE FOR JUDGMENT
AWARD
BY WHICH THE PLAINTIFF IS ENTITLED TO
RECOVER THE SUM OF FIFTY DOLLARS (\$50.00)
IN THE COUNTY OF CLEARFIELD, PENNA.

IMC

STATEMENT OF THE AMOUNT OF
ATTORNEY'S FEES TO WHICH THE PLAINTIFF IS
ENTITLED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIVED MAY 17 1961
CLEARFIELD COUNTY CLERK'S OFFICE



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.

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.

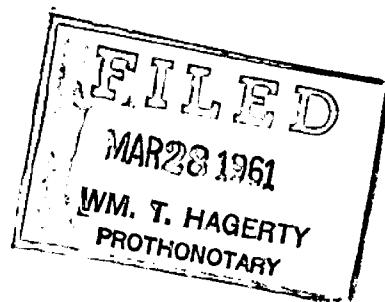
Costs: Sheriff Ammerman \$11.60
(Paid by Atty Lee)

So Answers,

Charles G Ammerman
Charles G. Ammerman
Sheriff

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

Prothonotary.



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. ~~1234~~ February Term, 1961
Assumpsit

YOST ASSOCIATES, INC.

VS

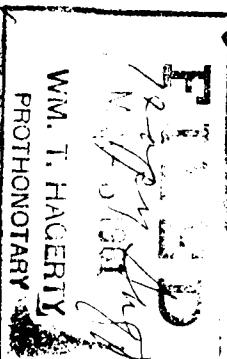
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

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.

John D. Lee
Attorney for Plaintiff



John D. Lee
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

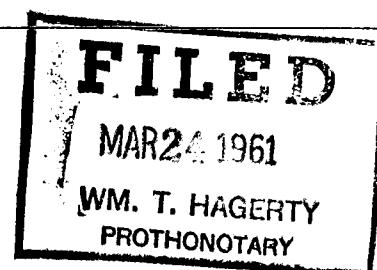
Attorney for defendant

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

: No. 227 February Term, 1961

FIDELITY AND DEPOSIT COMPANY OF :
MARYLAND :
: :

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

Total 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 layout 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.

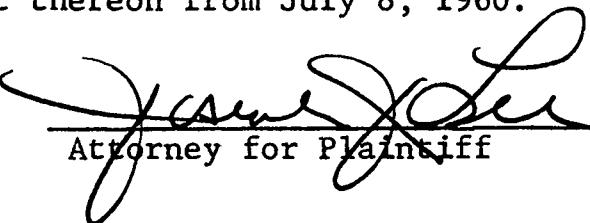
(e). John W. Hess incurred out-of-pocket expenses and automobile expenses in conjunction with travelling for the debtor and on the debtor's business in the amount of \$25.00.

(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.

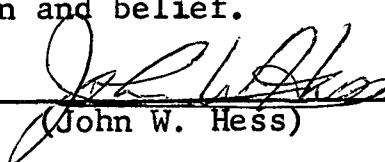

Attorney for Plaintiff

STATE OF PENNSYLVANIA:

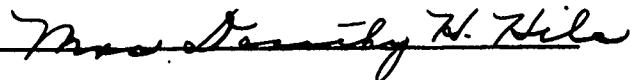
:SS

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 ~~on~~ this 4th day of ~~March~~
1961.



MRS. DOROTHY H. MILLER, Notary Public
CLEARFIELD, PA.
My Commission Expires Dec. 3, 1962

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 Count ies, 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 intersection 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

Lewis Waltain

Joseph H. Barnyak _____ (Seal)
 Sole Owner

Betty Barnyak

_____ (Seal)

Fidelity Deposit Company of Maryland
 Surety Company

(Seal)

Attest

By

Elva Stevens
Secretary

John H. Kessler
 Attorney-in-fact REXXIDEM

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.M. in Ct. Rm. #2

in Court Room #

Very truly yours,

William T. Hagerty,
Prothonotary.

WTH/jb

John D. Neving
10-4-67

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

A N S W E R

NEVLING & DAVIS
ATTORNEYS-AT-LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PA.

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 :

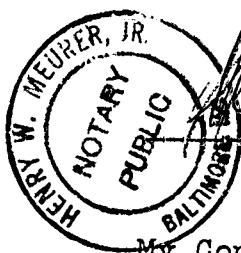
Before me, the undersigned authority, a Notary Public for the State and City aforesaid, personally appeared E. B. McCahan, Jr., who, being duly sworn according to law, did depose

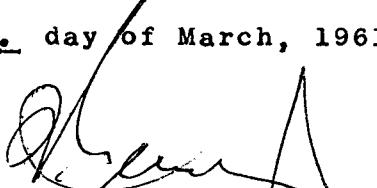
and say that he is a Vice-President of Fidelity and Deposit Company of Maryland and that as such he is duly authorized to make this affidavit on its behalf and that the averments contained in the foregoing Answer are true and correct to the best of his knowledge, information and belief.


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

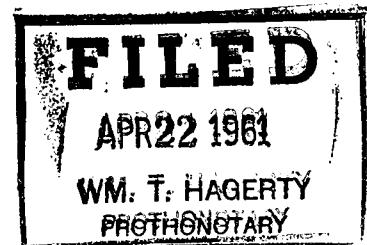
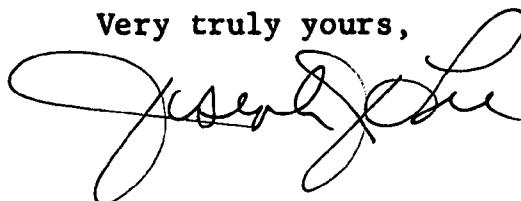
Re: Commonwealth of Pennsylvania, to the
use of Yost Associates, Inc.
vs
Fidelity and Deposit Company of Maryland

Dear Mr. Hagerty:

Will you please advise the arbitrators selected
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 Pennsylvania
to use
vs.
Fidelity and Deposit
Company of Maryland

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 227 Fall 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

Joseph J. Lee
Attorney for Plaintiff

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

Joseph J. Lee
Attorney for Plaintiff

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 Wednesday,
May 8, 1961, in 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

vs.

PRAECLPPE 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, 1956

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 5th day of May, 1956, 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 5th day of May,

1956.

Wm T. Dugerty

Prothonotary

AWARD OF ARBITRATORS

Now, this 5th day of May, 1956, 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 \$208.75.

Chairman

Eugene D. Vallely

John J. McCamley

ENTRY OF AWARD

Now, this day of 1956, 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

In the Court of Coram Pleas Clearfield County.
Commonwealth & Use Of February Term, 1961
of Yost Associates, Inc. No. 227 Plaintiffs Bill of Costs
VERSUS At Arbitration Term, 1961
Fidelity & Deposit Co.

CLEARFIELD COUNTY, SS:

Personally appeared before me J. C. Sibley, 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
6th day of May, A. D. 1961.
Wm T. Lester, Prothonotary

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

File for ~~for~~ ~~for~~
common \rightarrow ~~including~~
Nov 9, 1961, ~~and~~ ~~and~~ ~~and~~

Attorney

Versus

No. Term, 19.....