

174  
DOCKET NO. \_\_\_\_\_

NUMBER	TERM	YEAR
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251	May	1961
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John G. Beals and Caryl G. Beals,

et al

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VERSUS

William E. Dunn, Irvin Shimmel

and Kyle McQuillen

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN G. BEALS and CARYL G.	:
BEALS, his wife, and DAVID	:
A. BEALS, a minor, by JOHN	:
G. BEALS and CARYL G. BEALS,	:
his guardians	:
	:
vs	: No. 251 May Term, 1961
	:
WILLIAM E. DUNN, IRVIN	: Trespass
SHIMMEL and KYLE McQUILLEN	:

R E C E I P T

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

This is to certify that John G. Beals and Caryl G. Beals, parents and guardians of David A. Beals, a minor, Citizens Southern National Bank of South Carolina, guardian of the estate of David A. Beals, a minor, and Baird & McCamley, Esqs., attorneys for John G. Beals, Caryl G. Beals, and David A. Beals, a minor, have settled the above entitled case as per Order of Court of August 15, 1961, and by the execution hereof we do hereby acknowledge that we have received all sums due us in accordance with the Order of Compromise and distribution.

John G. Beals  
(John G. Beals)

Caryl G. Beals  
(Caryl G. Beals)

H. K. Janis TRVBT OFF.  
(Citizens Southern National Bank of South Carolina, guardian of the estate of David A. Beals, a minor)

Baird & McCamley  
By: W. J. McQuillen  
Attorneys for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

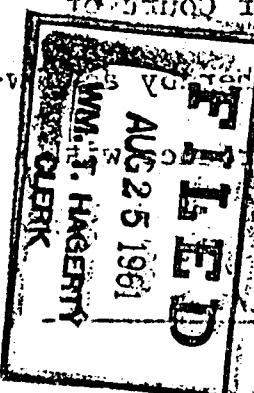
JOHN G. BEAUX and CARL G.  
BEAUX, his wife, and DAVID  
A. BEAUX, a minor, vs JOHN  
G. BEAUX and CARL G. BEAUX,  
his assignee  
vs  
No. 251 May Term, 1961  
William E. Dunn, IRVING  
SHIMMER and KYLE MCQUILLEN  
Treasurer

RECEIPT

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

This is to certify that John G. Beaux and Carl G. Beaux,  
hereinafter and hereinafter referred to as David A. Beaux, a minor, citizens  
of Southwestern National Bank of South Carolina, assignee of the estate  
of David A. Beaux, a minor, and Barry A. McCamley, Esq., attorney  
for John G. Beaux, Carl G. Beaux, and David A. Beaux, a minor,  
has settled the above entitled case as per Order of Court of  
August 12, 1961, and by the execution hereof we



certify that we have received all sum due us in accordance with

the Order of Commonwealth and distribution.

(John G. Beaux)  
(Carl G. Beaux)

(Barry A. McCamley)  
The estate of David A. Beaux, a  
minor  
of South Carolina, assignee of  
the estate of David A. Beaux, a  
minor

Barry A. McCamley  
BA: Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

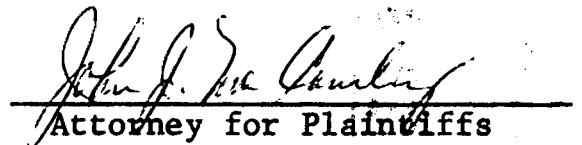
JOHN G. BEALS and CARYL G.	:
BEALS, his wife, and DAVID	:
A. BEALS, a minor, by JOHN	:
G. BEALS and CARYL G. BEALS,	:
his guardians	:
	:
vs	: No. 251 May Term, 1961
	:
WILLIAM E. DUNN, IRVIN	:
SHIMMEL, and KYLE McQUILLEN	: Trespass

PRAECIPE FOR DISCONTINUANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Settlement in full of the award of compromise as authorized by the Court under Order of August 15, 1961 having been received in accordance with the schedule of distribution set forth in said Order, you are hereby authorized and directed to mark the records in the above case settled and discontinued upon payment of costs by the defendants.

  
\_\_\_\_\_  
John G. Beals  
\_\_\_\_\_  
Attorney for Plaintiffs

Dated: August 23, 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 251 May Term, 1961  
Trespass

JOHN G. BEALS ET UX ET AL.

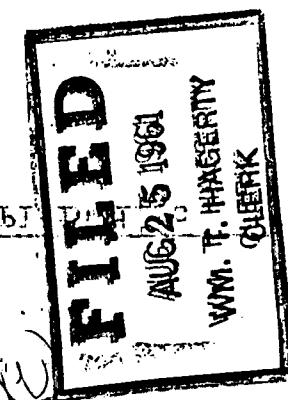
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WILLIAM E. DUNN-ET AL

## PRÆCICE FOR DISCONTINUANCE

IN THE COURT OF COMMON PLEAS OF CONNECTICUT COUNTY, CONNECTICUT



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

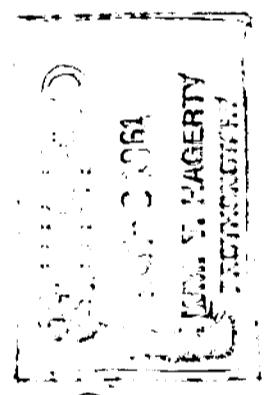
No. 251, May Term, 1961  
IN TRESPASS

JOHN G. BEALS and CARYL G.  
BEALS, His Wife, and DAVID  
A. BEALS, a Minor, by JOHN  
G. BEALS and CARYL G. BEALS,  
His Guardians, Plaintiffs

vs.

WILLIAM E. DUNN, IRVIN  
SHIMMEL and KYLE McQUILLEN,  
Defendants

PRAECIPE



BAIRD & McCAMLEY  
ATTORNEYS AT LAW  
PHILIPSBURG, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN G. BEALS and CARYL G.  
BEALS, His Wife, and DAVID  
A. BEALS, A Minor, by JOHN  
G. BEALS and CARYL G. BEALS,  
His Guardians,

Plaintiffs

vs.

WILLIAM E. DUNN, IRVIN SHIMMEL,  
and KYLE McQUILLEN,

Defendants

No. 256, May Term, 1961

IN TRESPASS

TO THE PROTHONOTARY OF THE SAID COURT:

Enter our appearance for the Plaintiffs and issue a  
Summons in Trespass in the above entitled matter.

BAIRD & McCAMLEY

By John J. McCamley  
Attorneys for Plaintiffs

Dated: June 5, 1961

ACCEPTANCE OF SERVICE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Service of process in the above case is hereby accepted and  
issuance of the summons waived.

Joseph J. Lee  
Attorney for Defendants

Dated: June 6, 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

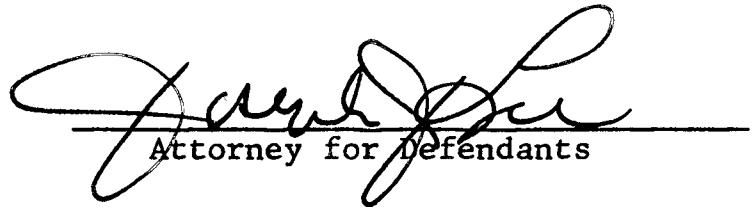
JOHN G. BEALS and CARYL G. BEALS, his wife, and DAVID A. BEALS, a minor, by JOHN G. BEALS and CARYL G. BEALS, his Guardians, Plaintiffs :  
vs : No. 251 May Term, 1961  
WILLIAM E. DUNN, IRVIN SHIMMEL, and KYLE McQUILLEN, Defendants : Trespass

PRAECIPE FOR APPEARANCE

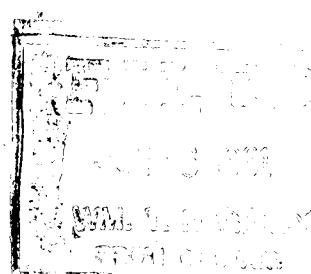
TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter my appearance for the defendants in the above case.

  
\_\_\_\_\_  
Attorney for Defendants

Dated: June 6, 1961



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 251 May Term, 1961  
Trespass

JOHN G. BEALS ET AL.

VS

WILLIAM E. DUNN ET AL.

PRAECLYPE FOR APPEARANCE

THE ATTACHED COPY OF THIS PAPER IS HEREBY SERVED UPON THE DEFENDANT.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

NO. 251 MAY TERM, 1961

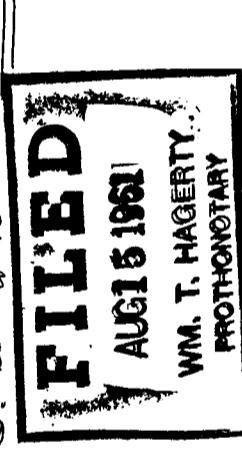
IN TRESPASS

JOHN G. BEALS and CARYL G.  
BEALS, His Wife, and DAVID  
A. BEALS, a Minor, by JOHN  
G. BEALS and CARYL G. BEALS,  
His Guardians, Plaintiffs

vs.

WILLIAM E. DUNN, IRVIN SHIM-  
MEL and KYLE McQUILLEN,  
Defendants

PETITION FOR COMPROMISE AND  
ORDER OF DISTRIBUTION



BAIRD & McCAMLEY  
ATTORNEYS AT LAW  
PHILIPSBURG, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN G. BEALS and CARYL G. BEALS, His Wife, and DAVID A. BEALS, a Minor, by JOHN G. BEALS and CARYL G. BEALS, His Guardians, Plaintiffs } NO. 251 MAY TERM, 1961  
Vs. } IN TRESPASS  
WILLIAM E. DUNN, IRVIN SHIMMEL and KYLE McQUILLENN, Defendants )

PETITION FOR COMPROMISE AND ORDER  
OF DISTRIBUTION

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF THE SAID COURT:

The Petition of John G. Beals and Caryl G. Beals respectfully represents:

1. That they are the parents of David A. Beals, a Minor, age 10, who was injured on June 12, 1959, as a result of an automobile accident wherein the said David A. Beals was a passenger in an automobile being driven by the Defendant, William E. Dunn.

2. That the Defendant, Irvin Shimmel, was the owner, and that the Defendant, Kyle McQuillen, was the operator of the other vehicle involved in the said accident that occurred in Decatur Township, Clearfield County, Pennsylvania.

3. That the said minor child incurred a pathological fracture through a simple cyst of his proximal right femur, thereby necessitating hospitalization, bone grafting operation and resulting pain and suffering therefrom.

4. That your Petitioner, John G. Beals, is a member of the United States Armed Forces, being stationed at Donaldson Air Force Base, Greenville, South Carolina, and due to such occupation, while initial hospitalization was done locally, subsequent medical treatment was done in the best available Air Force facilities.

Therefore, due to such circumstances and being covered as a member of the Armed Forces under the Medi-Care program, there were no large doctor and hospital bills, but there was required travel and lodging expenses, as well as the taking of leave time by the father, in order for the treatment to be obtained at Keesler Air Force Base in Mississippi.

5. That your Petitioners have been advised by the United States Air Force Medical Personnel that treated the said minor child that while the cyst has not been completely obliterated, that the fracture is healed and that there is no residual disability present from the fracture in itself.

6. That your Petitioners have incurred the following expenses in connection with the treatment of the said child:

Philipsburg State Hospital-----	\$172.30
Dr. James P. Scott - Medical Services---	150.00
Dr. Clark M. Forcey - X-Ray Services-----	50.00
Olmstead Air Force Base Hospital-----	5.75
Donaldson Air Force Base Hospital-----	8.75
Keesler Air Force Base Hospital-----	61.25
John G. Beals - Accumulated Leave Time Taken in Conjunction with the Medical Treatment of the Minor Child-----	400.00
Traveling Expenses, Lodging and Mis- cellaneous Expenses for Three (3) Trips to Keesler Air Force Base Hospital, Mississippi for Hospitalization and Treatment-----	543.71
Child-Care Expense for Care of Other Child while Parents were accompanying the said Minor to Mississippi-----	<u>70.00</u>
 TOTAL-----	 \$1,461.76

7. That the Defendants have offered to settle the claim of the minor Plaintiff as well as the claim of the parents Plaintiffs in the gross amount of Five Thousand Two Hundred and Fifty (\$5,250.00) Dollars.

8. That Counsel was obtained upon a contingency-fee basis by your Petitioners and that they have incurred no expense and have made no charge or expense for investigation costs.

9. That Counsel and your Petitioners recommend the approval of settlement in the gross amount of Five Thousand Two Hundred and Fifty (\$5,250.00) Dollars negotiated with the Defendants for the following reasons:

- (a) The fracture of the right femur as received went through a bone cyst, the said bone cyst being a pre-existing condition, and if such fracture had not gone through the cyst, the bone graft operation would not have been necessitated.
- (b) It is a difficult medical fact to determine and get the necessary opinion evidence that all the resultant treatment was necessitated by the accident involved.
- (c) That your Petitioners have been advised by Air Force medical authorities that in one respect it is fortunate that the break occurred where it did in that it brought to light the pre-existing bone cyst and such was able to be properly corrected at the present time rather than awaiting some future developments as a result thereof.

WHEREFORE, your Petitioners respectfully pray that an Order be entered approving the compromise, allowing counsel fee and ordering distribution.

BAIRD & McCAMLEY

By John J. McCamley  
Attorneys for Plaintiffs

STATE OF *South Carolina* | SS:  
COUNTY OF *Greenville* |

Before me, a Notary Public in and for the above named State and County, personally appeared John G. Beals and Caryl G. Beals, who being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

*John G. Beals*  
*Caryl G. Beals*

Sworn to and subscribed before me this 7th day of August, 1961.

*Barbara L. Moore*

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE }

IN THE COURT OF PROBATE

I, Ruth Clark, Clerk

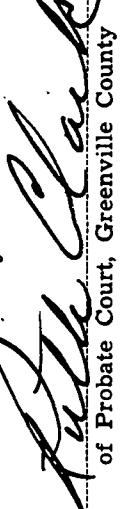
of the Court of Probate for the County and  
State aforesaid, do hereby certify that The Citizens & Southern National Bank of  
Greenville, S. C.

is/~~are~~ the duly qualified and acting Guardian

of the estate of David Arthur Beals

deceased ~~minor~~, as will appear from the record in this office in Apt. 767 File 22

Given under my hand and the seal of the Probate Court this the 3 day of Aug. <sup>1961</sup> A. D. 1961

  
Ruth Clark SEAL  
CLERK of Probate Court, Greenville County

PLEASE READ INSTRUCTIONS CAREFULLY

To Executors, Administrators, Guardians and Committees:

Please bear in mind the following facts:

1st—As soon as possible after taking charge of an estate, get a complete inventory and file with the record in the Office of Judge of Probate.

2nd—If an Executor or Administrator, the Court will furnish blanks, for having the estate appraised, which should be done within 30 days from time of appointment. If there are any items that should be sold, the Court will advise you as to the necessary steps, time to advertise, etc.

3rd—Unless you are a good bookkeeper, it is very important that you deposit every item of money coming into your hands in some bank or banks, and pay all claims, etc., by check. By doing this you will have no trouble in keeping the account in exact balance.

4th—To be on the safe side, it is important that no claims filed against the estate be paid until the estate has been open for at least six months and a legal notice published calling for claims.

5th—Your attention is called to Sections Nos. 8613, 9012, 9047 of the Code. You will note that you must annually, while an estate is in your hands make a return, or accounting, to the Probate Court. This must not be overlooked, as the Law says you shall not be entitled to any commissions should you neglect to make such return.

6th—Do not attempt to make any distribution of the estate in your hands until you have petitioned the Court for a final settlement, and a day has been set for such settlement. Otherwise, you may be liable for any claims that might be filed at a later date.

7th—If an Executor or Administrator, and the estate in your hands is in condition to be wound up; do not keep it open longer than six months if possible. It is not fair to the heirs, creditors, or bondsmen (if any), and you should ask for final settlement and discharge as soon as the six month period is up if the estate can be settled.

A WORD TO BONDSMEN

Let me say a word to people who sign personal bonds for Administrators, Guardians and Committees: Do not sign a bond for a friend unless you do so with the understanding that you will be called on to make any shortage in the account good if breach of trust is committed, or any misappropriation is made. Do not feel that it is only a "matter of form," and that your signature is necessary to make it such. Also when you have signed a bond, see that the person whose bond you have signed makes proper accounting to the Court as provided by law so that you will know the status of his accounts should you wish.

PROBATE COURT, GREENVILLE COUNTY.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN G. BEALS and CARYL G. BEALS, His Wife, and DAVID A. BEALS, a Minor, by JOHN G. BEALS and CARYL G. BEALS, His Guardians, Plaintiffs } NO. 251 MAY TERM, 1961  
Vs. } IN TRESPASS  
WILLIAM E. DUNN, IRVIN SHIM-MEL and KYLE McQUILLEN, Defendants }

ORDER OF COURT

AND NOW, THIS 15<sup>th</sup> day of August, 1961, upon consideration of the foregoing Petition, being fully informed as to the facts and particulars of the cause of action, having fully examined into the propriety of the proposed compromise, and upon due consideration of the premises that the offer to compromise is, under the circumstances, a fair, equitable and adequate one and is to the best interests of all parties to this proceedings and to the minor, David A. Beals, in particular, IT IS ORDERED that settlement of this action for the gross sum of Five Thousand Two Hundred and Fifty (\$5,250.00) Dollars be and is hereby approved; Counsel fees and expenses are allowed and distribution directed as follows:

TO John G. Beals and Caryl G. Beals, His Wife, Parents----- \$1,461.76

TO The Citizens and Southern National Bank of South Carolina, Greenville, South Carolina, Guardian of the Estate of David A. Beals----- 2,488.24

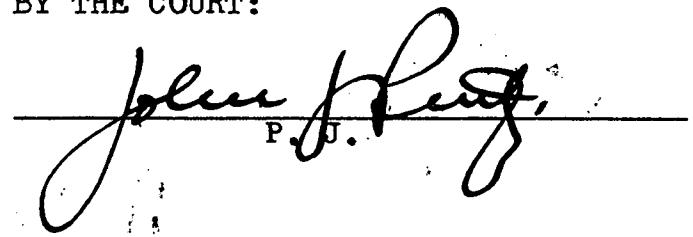
TO Baird & McCamley, Esqs. - Counsel Fees 1,300.00

TOTAL----- \$5,250.00

IT IS FURTHER ORDERED that upon receipt and distribution of the settlement in accordance with this Order, that Counsel for

the Plaintiffs be authorized and is hereby directed to give necessary Praeclipe for Satisfaction upon payment of costs by the Defendants.

BY THE COURT:

  
John F. Reid,  
P.J.