

DOCKET NO. 174

NUMBER	TERM	YEAR
251	May	1961

John G. Beals and Caryl G. Beals,

etal

**VERSUS**

William E. Dunn, Irvin Shimmel

and Kyle McQuillen

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)

AKG amia TRUST OFF.  
(Citizens Southern National Bank  
of South Carolina, guardian of  
the estate of David A. Beals, a  
minor)

Baird & McCamley  
By: William E. Dunn  
Attorneys for Plaintiffs

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

No. 251 May Term, 1961

Trespass

WILLIAM E. DUNN, IRVIN  
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

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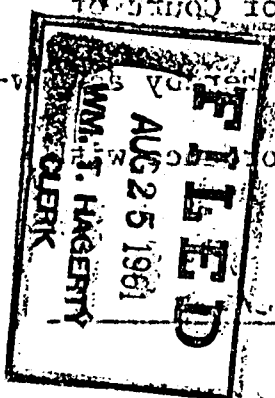
the Order of Compromise and distribution.

(John G. Beals)

(Caryl G. Beals)

(Citizens Southern National Bank  
of South Carolina, guardian of  
the estate of David A. Beals, a  
minor)

Baird & McCamley  
By: *[Signature]*  
Attorneys for Plaintiffs



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**

WILLIAM E. DUNN, IRVIN  
SHIMMEL, and KYLE McQUILLEN

## Trespass

TO WILLIAM T. HAGERTY, PROTHONOTARY

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.

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

**VS**

WILLIAM E. DUNN-ET AL

# PRAECIPE FOR DISCONTINUANCE

LIAM, AND KATIE MURPHY  
LARRY E. DEER, ALAN

ព្រះបាទសីហនុ

NO. 575 5th Ave. NYC

THE INFORMATION  
 IS THAT THE NAME OF THE  
 PERSON WHOSE NAME IS  
 THE NAME OF THE PERSON  
 WHOSE NAME IS THE NAME OF

IN THE COURT OF COMMON PLEAS OF CUYAHOGA COUNTY, OHIO, CENTRAL CITY

DATE: 10/10/1961

ПОСЛУЖИЛЪ ПОКЪ БИ

PH 676 13-01420000

[illegible]

2025 RELEASE UNDER E.O. 14176

513:

TO DIRECTOR, FBI

**EXERCISE FOR DISCOMFORT**

**FILED**  
AUG 25 1961  
WM. T. HAGERITY  
CLERK

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. 251, May Term, 1961

IN TRESPASS

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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

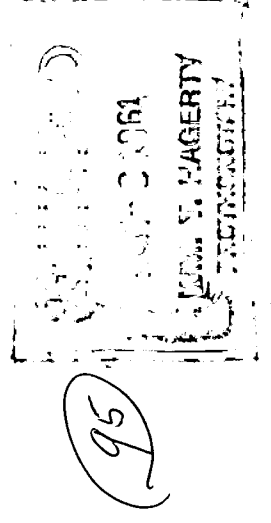
vs.

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

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PRAECIPE

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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.

James D. Baird  
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

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

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:No. 251 May Term, 1961

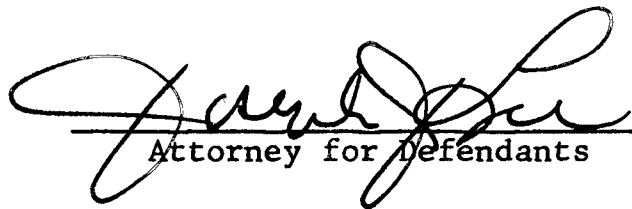
: Trespass  
:

PRAECIPE FOR APPEARANCE

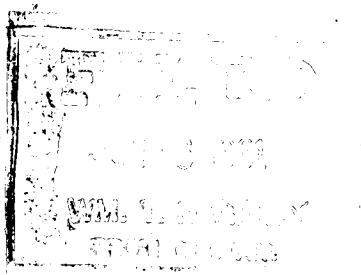
TO WILLIAM T. HAGERTY, PROTHONOTARY

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

PRACIPE FOR APPEARANCE

THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
DOES hereby order and direct  
that the within named parties  
appear in person or by counsel  
at the Court House in Clearfield  
County, Pennsylvania, on the  
first day of June, 1961, at  
ten o'clock in the forenoon,  
for the purpose of settling  
the within named parties.  
This order is given upon the  
application of the within named  
parties, who have filed a  
Pracipe for Appearance.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Clearfield, Pennsylvania, this 1st day of May, 1961.

*[Handwritten signature]*

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

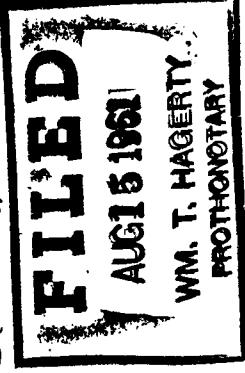
Vs.

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

Defendants

PETITION FOR COMPROMISE AND  
ORDER OF DISTRIBUTION

*S. Quast to B. & D. 11. 80*



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 SHIM-  
MEL and KYLE McQUILLEN,

Defendants

NO. 251 MAY TERM, 1961

IN TRESPASS

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 

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 7<sup>th</sup> 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 2 day of AUG. A. D. 196 1

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

Vs.

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

Defendants

NO. 251 MAY TERM, 1961

IN TRESPASS

ORDER OF COURT

AND NOW, THIS 15<sup>th</sup> day of August, 1961, upon consider-  
ation of the foregoing Petition, being fully informed as to the  
facts and particulars of the cause of action, having fully exam-  
ined 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 Es-  
tate of David A. Beals----- 2,488.24

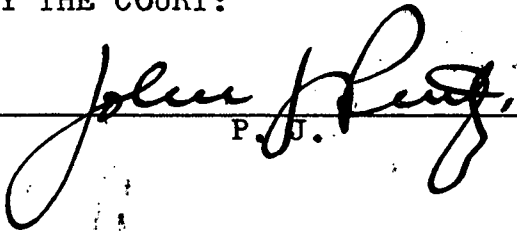
TO Baird & McGamley, Esqs. - Counsel Fees 1,300.00

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 Praecipe for Satisfaction upon payment of costs by the Defendants.

BY THE COURT:

  
P. J.