

DOCKET NO. 173

NUMBER	TERM	YEAR
277	February	1961

Lloyd F. Riss and Patricia Jane Riss

Joseph Dym and Helen T. Dym

VERSUS

Sandy Township Municipal Auth.

Midland Contractors, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD F. RISS and
PARTICIA JANE RISS:
JOSEPH DYM and HELEN
DYM

:
: No. 277 Feb. Term, 1961
:
:

In Assumpsit

VS.

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and
MIDLAND CONTRACTORS, INC.

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PRAECIPE FOR DISCONTINUANCE

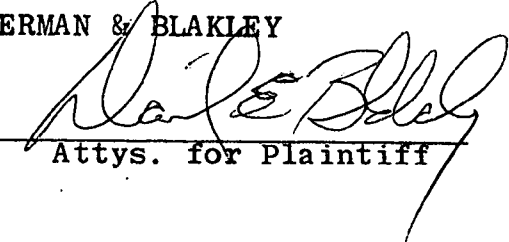
TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

SIR:

Please discontinue the above suit and mark the
records discontinued and satisfied upon payment of costs.

AMMERMAN & BLAKLEY

BY


Attys. for Plaintiff

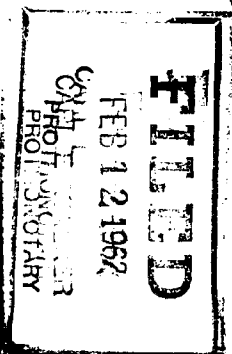
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA

LLOYD F. RISS, and
PATRICIA JANE RISS
JOSEPH DYM AND HELEN
DYM

VS.

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND
CONTRACTORS, INC.

PRAECIPE FOR DISCONTINUANCE



SMITH, SMITH & WORK
ATTORNEYS-AT-LAW
CLEARFIELD, PA.

Lap-over Margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH DYM and HELEN T. DYM :

vs :

No. 277, Feb. Term, 1961

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and
MIDLAND CONTRACTORS, INC.

IN TRESPASS

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*

AMENDED COMPLAINT

1. The plaintiffs, Joseph Dym and Helen T. Dym are individuals, being husband and wife, residing in Sandy Township, Clearfield County, Pennsylvania.

2. The defendant, Sandy Township Municipal Authority, is a municipal authority, created by Sandy Township, Clearfield County, Pennsylvania, under the laws of the Commonwealth of Pennsylvania. Midland Contractors, Inc., defendant, is a business corporation organized under the laws of the Commonwealth of Pennsylvania, with a place of business or office in Sandy Township, Clearfield County, Pennsylvania.

3. That the said plaintiffs are the owners of a right of way over and upon the following described premises in Sandy Township, Clearfield County, Pennsylvania:

PARCEL #1. Beginning at an iron pipe in the northerly line of South Main Street, said pipe being the southeast corner of land of Mildred Delp; thence by land of Mildred Delp N 37° 27' W 113.9 feet to an iron pipe; thence still by same N 69° 58' W 44.3 feet to an iron pipe in the southerly line of Wide Alley; thence by said southerly line N 54° 33' E 59.0 feet to an axle, said axle being the Northwest corner of land now or formerly of James Cable; thence by land of James Cable S 35° 27' E 150.0 feet to a stone in the northerly line of South Main Street; thence by said northerly line S 54° 33' W 29.6 feet to an iron pipe and the place of beginning.

PARCEL #2. Beginning at an iron pipe in the northerly line of Wide Alley, said pipe being the southwest corner of land of James Cable; thence by the northerly line of

Wide Alley S 54° 33' W 22.6 feet to an iron pipe in line of land of Mildred Delp; thence by land of Mildred Delp N 69° 58' W 10.7 feet to an iron pipe; thence by land of Mildred Delp and others S 89° 34½' West 497.2 feet to an iron pipe; thence by land of Pearl Munderff N 1° 05' W 132.0 feet to an iron pipe; thence still by same N 88° 36' E 231.35 feet to an iron pipe in the westerly line of lot of Joseph Dym; thence by land of Dym S 0° 47' E 112.2 feet to an iron pipe, said pipe being the southwest corner of land of Dym; thence still by same N 89° 34½' E 283.7 feet to an iron pipe, said pipe being the southeast corner of land of Dym and being in the west line of lot of James Cable; thence by line of James Cable S 37° 27' East 17.9 feet to an iron pipe and the place of beginning.

4. Said right of way furnishes access to the dwelling premises of the plaintiffs located in Sandy Township, Clearfield County, Pennsylvania. Said right of way being granted to them by Lloyd F. Riss and Patricia Jane Riss, who are the owners of the foregoing described tracts of land.

5. That over and across said above described land, the plaintiffs did have the use of a driveway from South Main Street in said township to their premises, said driveway being constructed of good road building materials and in excellent condition, prior to October, 1960.

6. During the month of October, 1960, the defendants herein, by themselves, their agents, contractors, employees and workmen, did come upon said above described land with machinery and equipment and did dig up, tear up and completely destroy the private road or driveway over and upon the above described land, for a distance of approximately six hundred and ninety (690) feet without the consent of the plaintiffs, and without any right or authority to do so.

7. That as a result of the defendants above named, by their agents, contractors, employees and workmen coming upon the said land described in Paragraph 3 hereof, as above set forth, and destroying the roadway over which the plaintiffs travel to

and from their home, the plaintiffs were and are still deprived of the use and enjoyment of their land and home, from October, 1960 up and to the present time.

8. That as a result of said actions of the defendants, the roadway to the plaintiffs' premises from October, 1960 to May of 1961, was mud, mire and ruts and practically impassable, and since May of 1961, said road is muddy, rough and in poor condition and the value of the plaintiffs' premises has decreased.

9. That the dwelling home owned by the plaintiffs in Sandy Township, Clearfield County, Pennsylvania is furnished water by a water line traversing Prospect Avenue in Sandy Township, Clearfield County, Pennsylvania, which said Prospect Avenue adjoins the premises of the plaintiffs.

10. That on or about February 18, 1961, the defendants herein, by their agents, contractors, employees and workmen, in laying pipe or sewer line on Prospect Avenue, did break and destroy the water line furnishing the water to said plaintiffs' dwelling. That as a result of the breaking of said line furnishing water to the plaintiffs' dwelling, by the defendants, their premises was deprived of water for several days, and the plaintiffs were obligated to expend the sum of One Hundred Twenty-Seven and 22/100 (\$127.22) Dollars to repair the same, as follows:

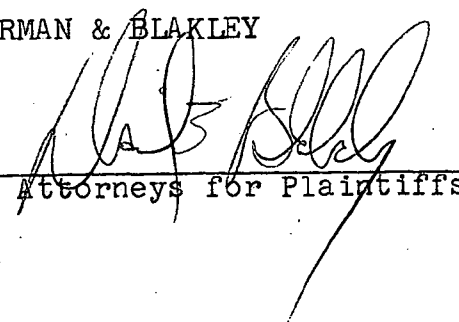
John M. Gnan, Plumbing & heating	\$ 39.22
Wayne W. Moore, Excavating Contractor	26.00
Rent of Electric Welder and 24 hours of operation thereof at \$1.75 per hour labor and \$20 rental	<u>62.00</u>
TOTAL	\$ 127.22

WHEREFORE the plaintiffs, Joseph Dym and Helen T. Dym, demand judgment against the defendants in the amount of One Hundred Twenty Seven and 22/100 (\$127.22) Dollars, together with

interest from February 20, 1961, and an amount sufficient to compensate them for the interference of their use and enjoyment of their dwelling premises, together with an amount sufficient to compensate them for the decrease in value of their dwelling premises, together with a sum sufficient to compensate them for the interruption of water service to their dwelling premises.

AMMERMAN & BLAKLEY

BY

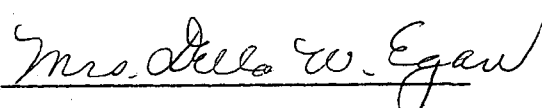

Attorneys for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public, in and for the above county and state, JOSEPH DYM, one of the plaintiffs in the foregoing complaint, and who being duly sworn according to law, deposes and says that the facts set forth therein are true and correct, to the best of his knowledge, information and belief.


Joseph Dym

Sworn to and subscribed
before me this 15 day of
December, 1961.



MRS. DELLA W. EGAN, Notary Public
DU BOIS, CLEARFIELD CO., PA.
My Commission expires Sept. 30, 1962

Wm. Smith
No. 277, 3rd Term, 1961

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

JOSEPH DYM and
HELEN T. DYM

VS

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and
MIDLAND CONTRACTORS, INC.

AMENDED COMPLAINT

TO THE WITHIN DEFENDANTS:
You are hereby notified
to plead to the within
Complaint within twenty (20)
days from the date of
service hereof.

Wm. Smith
Attorney for Plaintiffs

FILED

DEC 16 1961

WM. T. HAGERTY
PROTHONOTARY

LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

Sum accepted and copy received
12/27/61
Wm. Smith
Att. for Df's

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

LLOYD F. RISS and
PATRICIA JANE RISS,
JOSEPH DYM and
HELEN T. DYM

-vs-

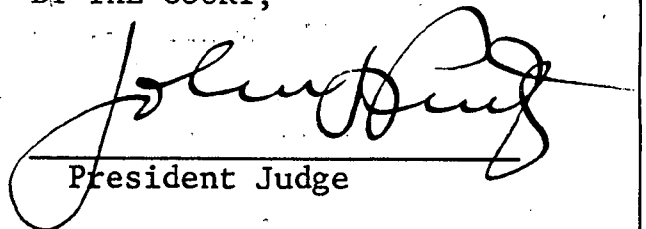
SANDY TOWNSHIP MUNICIPAL
AUTHORITY and
MIDLAND CONTRACTORS, INC.

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: No. 277 February Term, 1961
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: In Trespass
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O R D E R

NOW, November 3, 1961, preliminary objections sustained, plaintiffs to sever the actions of Lloyd F. Riss and Patricia Riss against defendant, and Joseph Dym and Helen T. Dym against defendant, and plaintiffs Riss will amend by filing more detailed estimate of costs of restoring driveway to its original character. Severance and the amendment to be accomplished within twenty (20) days from the date hereof)

BY THE COURT,


President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 277 February Term, 1961

In Trespass

LLOYD F. RISS a nd
PATRICIA JANE RISS,
JOSEPH DYM and HELEN T. DYM

-VS-

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND
~~CONTRACTORS, INC.~~

O R D E R

FILED

NOV - 3 1961

WM. T. HAGERTY
PROTHONOTARY

JOHN J. PENTZ

PRESIDENT JUDGE

CLEARFIELD, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD F. RISS and
PATRICIA JANE RISS;
JOSEPH DYM and HELEN
T. DYM

-vs-

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and
MIDLAND CONTRACTORS, INC.

No. 277 Feb. Term, 1961

IN TRESPASS

*** **

*

C O M P L A I N T

FIRST COUNT

LLOYD F. RISS and PATRICIA JANE RISS vs SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND CONTRACTORS, INC.

1. The plaintiffs, Lloyd F. Riss and Patricia Jane Riss are individuals, being husband and wife, residing in Sandy Township, Clearfield County, Pennsylvania.

2. The defendant, Sandy Township Municipal Authority, is a municipal authority, created by Sandy Township Clearfield County, Pennsylvania, under the laws of the Commonwealth of Pennsylvania. Midland Contractors, Inc., defendant, is a business corporation organized under the laws of the Commonwealth of Pennsylvania, with a place of business or office in Sandy Township, Clearfield County, Pennsylvania.

3. The plaintiffs, Lloyd F. Riss and Patricia Jane Riss, are the owners of ALL those certain two pieces or parcels of land situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL #1. Beginning at an iron pipe in the northerly line of South Main Street, said pipe being the southeast corner of land of Mildred Delp; thence by land of Mildred Delp N 37° 27' W 113.9 feet to an iron pipe; thence still by same N 69° 58' W 44.3 feet to an iron pipe in the southerly line of Wide Alley; thence by said southerly line N 54° 33' E 59.0 feet to an axle, said axle being

the Northwest corner of land now or formerly of James Cable; thence by land of James Cable S 35° 27' E 150.0 feet to a stone in the northerly line of South Main Street; thence by said northerly line S 54° 33' W 29.6 feet to an iron pipe and the place of beginning.

PARCEL #2. Beginning at an iron pipe in the northerly line of Wide Alley, said pipe being the southwest corner of land of James Cable; thence by the northerly line of Wide Alley S 54° 33' W 22.6 feet to an iron pipe in line of land of Mildred Delp; thence by land of Mildred Delp N 69° 58' W 10.7 feet to an iron pipe; thence by land of Mildred Delp and others S 89° 34½' West 497.2 feet to an iron pipe; thence by land of Pearl Mundorff N 1° 05' W 132.0 feet to an iron pipe; thence still by same N 88° 36' E 231.35 feet to an iron pipe in the westerly line of lot of Joseph Dym; thence by land of Dym S 0° 47' E 112.2 feet to an iron pipe, said pipe being the southwest corner of land of Dym; thence still by same N 89° 34½' E 283.7 feet to an iron pipe, said pipe being the southeast corner of land of Dym and being in the west line of lot of James Cable; thence by line of James Cable S 37° 27' East 17.9 feet to an iron pipe and the place of beginning.

4. That over and across said above described land, the plaintiffs did have constructed a driveway from South Main Street in said township to their premises, said driveway being constructed of good road building materials and in excellent condition, prior to October, 1960.

5. During the month of October, 1960, the defendants herein, by themselves, their agents, contractors, employees and workmen, did come upon said above described land with machinery and equipment and did dig up, tear up and completely destroy the private road or driveway over and upon the above described land, for a distance of approximately six hundred and ninety (690) feet without the consent of the plaintiffs, and without any right or authority to do so.

6. That as a result of the defendants coming upon said land of the plaintiffs and tearing up, digging and destroying the land of the plaintiffs, the driveway existing across said land was, and is now completely destroyed and it is now mud, mire and ruts and practically unusable.

7. That as a result of the acts of the defendants coming upon the said land of the plaintiffs, the use and enjoyment of the premises of the plaintiffs have been interfered with since October, 1960.

8. That as a result of the defendants coming upon the land of the plaintiffs, the premises have diminished and decreased in value.

9. That, to restore the premises, to wit, more particularly the driveway, to its former condition, the plaintiffs will have to expend the sum of One Thousand Five Hundred (\$1,500.00) Dollars.

10. That the coming upon the land of the plaintiffs by the defendants, through their agents, contractors, employees and workmen, was without any authority, and was without any right, and was without the consent of the plaintiffs, and was unlawful.

11. That the defendants, by their agents, contractors, employees and workmen did, after digging and tearing up the said land of the plaintiffs, lay a pipe line or sewer line in a ditch dug by them, on the land of the plaintiffs, which said pipe line still exists upon said land of the plaintiffs, and that the defendants did not have any right of way, right, authority or consent to lay and maintain said pipe line or sewer line upon the premises of the plaintiffs.

WHEREFORE, plaintiffs, Lloyd F. Riss and Patricia Jane Riss demand judgment against the defendants in the sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with a sum sufficient to compensate them for the unlawful taking of their land, together with a sum sufficient to compensate them for the interference with the use and enjoyment of their premises, and for a sum sufficient to compensate them for the reduction in value of the premises.

SECOND COUNT

JOSEPH DYM and HELEN T. DYM vs SANDY TOWNSHIP MUNICIPAL AUTHORITY and MIDLAND CONTRACTORS, INC.

12. That the plaintiffs, Joseph Dym and Helen T. Dym are individuals, being husband and wife, residing in Sandy Township, Clearfield County, Pennsylvania.

13. The defendant, Sandy Township Municipal Authority, is a municipal authority, created by Sandy Township, Clearfield County, Pennsylvania, under the laws of the Commonwealth of Pennsylvania. Midland Contractors, Inc., defendant, is a business corporation organized under the laws of the Commonwealth of Pennsylvania, with a place of business or office in Sandy Township, Clearfield County, Pennsylvania.

14. That said plaintiffs are the owners of a right of way over and upon said premises described in Paragraph 3 of the First Count hereof, said right of way furnishing access to the premises of these plaintiffs, located in Sandy Township, Clearfield County, Pennsylvania, consisting of their home. Said right of way being granted to them by Lloyd F. Ross and Patricia Jane Riss, owners of said land.

15. That as a result of the defendants above named, by their agents, contractors, employees and workmen coming upon the said land described in Paragraph 3 hereof, as above set forth, and destroying the roadway over which the plaintiffs travel to and from their home, the plaintiffs were and are still deprived of the use and enjoyment of their land and home, from October, 1960 up and to the present time.

16. That as a result of said actions of the defendants, the roadway to the plaintiffs' premises is mud, mire and ruts and practically impassible, and the value of the plaintiffs' premises has decreased.

17. That the dwelling home owned by the Plaintiffs in Sandy Township, Clearfield County, Pennsylvania is furnished water by a water line traversing Prospect Avenue in Sandy Township, Clearfield County, Pennsylvania, which said Prospect Avenue adjoins the premises of the plaintiffs.

18. That on or about February 18, 1961, the defendants herein, by their agents, contractors, employees and workmen, in laying pipe or sewer line on Prospect Avenue, did break and destroy the water line furnishing the water to said plaintiffs' dwelling. That as a result of the breaking of said line furnishing water to the plaintiffs' dwelling, by the defendants, their premises was deprived of water for several days, and the plaintiffs were obligated to expend the sum of One Hundred Twenty Seven and 22/100 (\$127.22) Dollars to repair the same.

WHEREFORE, the plaintiffs, Joseph Dym and Helen T. Dym demand judgment against the defendants in the amount of One Hundred Twenty Seven and 22/100 (\$127.22) Dollars, together with interest from February 20, 1961, and an amount sufficient to compensate them for the interference of their use and enjoyment of their dwelling premises, together with an amount sufficient to compensate them for the decrease in value of their dwelling premises, together with a sum sufficient to compensate them for the interruption of water service to their dwelling premises.

AMMERMAN & BLAKLEY

BY 

Attorneys for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

Personally appeared before me, a Notary Public, in and for the above county and state, LLOYD F. RISS and JOSEPH DYM, who being two of the plaintiffs in the foregoing complaint, and who being duly sworn according to law, depose and say that the facts set forth in the foregoing complaint are true and correct, to the best of their information, knowledge and belief.

Lloyd F. Riss
Lloyd F. Riss

Joseph Dym
Joseph Dym

Sworn to and subscribed
before me this 26th day
of May, 1961.

Mrs. Della W. Egan

MRS. DELLA W. EGAN, Notary Public
DU BOIS, CLEARFIELD CO., PA.

My Commission expires Sept. 30, 1962

Service accepted by copy this 29th day of
May 1961 by Smith Smith & Work
per Joseph R. Work.

No. 277 Feb. Term, 1961

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

LLOYD F. RISS, et al

VS

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND
CONTRACTORS, INC.

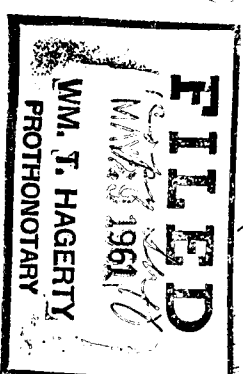
COMPLAINT

TO THE WITHIN DEFENDANTS:
You are hereby notified
to plead to the within
complaint within twenty (20)
days from date of service.

AMMERMAN & BLAKLEY

BY

Attorneys for Plaintiffs



LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD F. RISS and
PATRICIA JANE RISS;
JOSEPH DYM and HELEN
T. DYM

vs

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and
MIDLAND CONTRACTORS, INC.

No. 277, Feb Term, 1961

IN TRESPASS

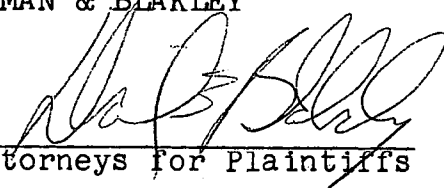
PRAECIPE FOR SUMMONS

TO: WILLIAM T. HAGERTY, Prothonotary:

Issue Writ of Summons in Trespass in the above.

AMMERMAN & BLAKLEY

BY


Attorneys for Plaintiffs

3-11-61
Service of Summons accepted by copy on behalf of
Sandy Twp. Municipal Authority; Smith, Smith & Wark by
Joseph P. Albrecht

No. 277, Feb Term, 1961 *Blount*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. IN TRESPASS	
LLOYD F. RISS, et al	
VS	
SANDY TOWNSHIP MUNICIPAL AUTHORITY and MIDLAND CONTRACTORS, INC.	
PRAECIPE FOR SUMMONS	
<div><div>FILED</div><div>MAR 10 1961</div><div>WM. T. HAGERTY</div><div>PROTHONOTARY</div></div> <div>452</div> <div>383</div> <div>based.</div>	
LAW OFFICES AMMERMAN & BLAKLEY DUBOIS, PENNA.	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD F. RISS and PATRICIA
JANE RISS: JOSEPH DYM and
HELEN T. DYM

VS

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND
CONTRACTORS, INC.

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: No. 277 February Term, 1961
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: In Trespass
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PRELIMINARY OBJECTIONS

COMES now the Defendant, MIDLAND CONTRACTORS, INC, and
files Preliminary Objections to the Complaint as drafted as follows:

MOTION FOR MORE SPECIFIC PLEADING

(1). The Complaint fails to itemize the elements of
damage and merely lumps the same in a lump sum. Defendant, Mid-
land Contractors, Inc., moves your Honorable Court to require the
Plaintiffs to properly and specifically itemize their items of
damage in conformity with Pennsylvania Rules of Civil Procedure.

MOTION TO STRIKE

(2). Defendant, Midland Contractors, Inc., moves the
Court to strike the Complaint because of improper joinder of parties
plaintiff since they have no joint or several interests in the
matter and are complaining of different occurrences of damage.

(3). Defendant moves your Honorable Court to dismiss
said Complaint because it fails to state a cause of action.

SMITH, SMITH & WORK

BY

Willie Smith
Attys. for Midland

*See Chapter 6-14-61
2025-1803
Case for Book*

Lap-over Margin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. No. 277 February Term, 1961 IN TRESPASS
LLOYD F. RISS, ET UX and JOSEPH DYM, ET UX -VS- SANDY TOWNSHIP MUNICIPAL AUTHORITY and MIDLAND CON- TRACTORS, INC.
PRELIMINARY OBJECTIONS
<div><div>FILED</div><div>JUN 14 1961</div><div>WMA. T. HAGERTY PROthonotary</div></div> <div>SMITH, SMITH & WORK ATTORNEYS-AT-LAW CLEARFIELD, PA.</div>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD F. RISS and
PATRICIA JANE RISS;
JOSEPH DYM and
HELEN T. DYM

VS.

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: No. 277 February Term, 1961

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND
CONTRACTORS, INC.

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IN TRESPASS

A N S W E R

FIRST COUNT

NOW COMES THE SANDY TOWNSHIP MUNICIPAL AUTHORITY IN
ANSWER TO THE COMPLAINT OF LLOYD F. RISS AND PATRICIA JANE RISS
AND AVERS AS FOLLOWS:

- (1). The averments of Paragraph 1 are admitted.
- (2). The averments of Paragraph 2 are admitted.
- (3). The averments of Paragraph 3 are denied. Inso-
far as the title to the parcels of land situate in Sandy Township
is in the Plaintiffs, Defendants demand, that proof of these facts
be shown.
- (4). It is admitted, that Plaintiffs have constructed
a drive-way. It is averred, however, that the Defendant by their
lack of knowledge of Plaintiffs' premises demand proof of the
quality of the materials employed in construction of the drive-
way and the condition of said drive-way prior to October of 1960.
- (5). The averments of Paragraph 5 are denied. The
Defendant, Sandy Township Municipal Authority, is excluded from
liability, as the Defendant, Midland Contractors, Inc., at all
times material to the Plaintiffs' cause of action was an independent
contractor. The exclusive ownership, possession or control of the
instrumentalities as used upon the drive-way herein mentioned were
under the control of Midland Contractors, Inc.
- (6). The averments of Paragraph 6 are denied. Insofar
as Defendant, Sandy Township Municipal Authority, is concerned, the
Municipal Authority is not responsible for the acts of the inde-
pendent contractor, Midland Contractors, Inc., as provided for in

the construction agreement between the Municipal Authority and Midland Contractors, Inc. The status of Midland Contractors, Inc. was that of an independent contractor.

(7). The averments of Paragraph 7 are denied. Defendant is without information or belief sufficient to answer the same and demands strict proof thereof.

(8). The averments of Paragraph 8 are denied. Insofar as Defendant is without information or belief sufficient to state whether the premises of the Plaintiffs' have diminished or decreased in value. It is further averred, that regardless of whether the premises of the Plaintiffs' diminished in value the Defendant, Municipal Authority is in no way responsible for that decrease in value.

(9). The averments in Paragraph 9 are denied. Insofar as the amounts to be expended and the costs thereof to the Plaintiffs, Defendant is without information or belief sufficient to answer the same and demands strict proof thereof.

(10). The averments of Paragraph 10 are denied. Insofar as Defendant, the Municipal Authority did not enter upon the land of the Plaintiffs' without their consent.

(11). The averments of Paragraph 11 are denied. Defendant, Midland Contractors, Inc., acted as an independent contractor in exercising exclusive control and dominion over instrumentalities used by Midland Contractors on the properties of the Plaintiff. The status of Midland Contractors, Inc. as an independent contractor is in accordance with Clause (7) of the construction agreement between the Municipal Authority and Midland Contractors, Inc.

WHEREFORE, Defendant, Sandy Township Municipal Authority denies any liability to the Plaintiffs for any amount whatsoever and seeks judgment on the pleadings in its favor.

SECOND COUNT

NOW COMES THE DEFENDANT, SANDY TOWNSHIP MUNICIPAL AUTHORITY IN ANSWER TO THE COMPLAINT OF JOSEPH DYM AND HELEN T. DYM AND AVERS AS FOLLOWS:

(12). The averments of Paragraph 12 are admitted.

(13). The averments of Paragraph 13 are admitted.

(14). The averments of Paragraph 14 are denied. Defendant demands that Plaintiffs prove their ownership of a right of way over and upon said premises described in Paragraph 3 of the Complaint.

(15). The averments of Paragraph 15 are denied. The Defendant, Sandy Township Municipal Authority did employ Midland Contractors, Inc., but as noted previously, the status of Midland Contractors, Inc. was that of an independent contractor. The Municipal Authority did not enter upon, destroy or cause to be destroyed the premises of the Plaintiffs'.

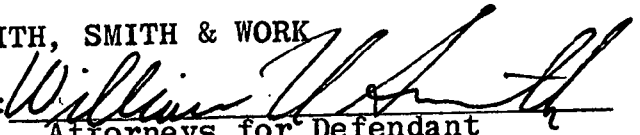
(16). The averments of Paragraph 16 are denied. Insofar as the Defendant, Sandy Township Municipal Authority being responsible for the diminished value of Plaintiffs' premises, the Municipal Authority denies the same.

(17). The averments of Paragraph 17 are admitted.

(18). The averments of Paragraph 18 are denied. Insofar as Defendant, Sandy Township Municipal Authority is excluded from liability as at all times material to the Plaintiffs' cause of action, Midland Contractors, Inc. was an independent contractor.

WHEREFORE, Defendant, Sandy Township Municipal Authority denies any liability for damages in the amount of One Hundred twenty-seven and 22/100 (\$127.22), plus interest and asks for judgment on the pleadings in its favor.

SMITH, SMITH & WORK

BY: 
Attorneys for Defendant

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD :

W. H. GRATTON, being duly sworn according to law deposes and says that he is the Chairman of Sandy Township Municipal Authority and as such he is duly authorized to make this Affidavit; further that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

W. H. Gratton
W. H. GRATTON

Sworn to and subscribed

before me this 14th day

of June, 1961.

Mrs. Mildred B. Ginger

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

John Wright 6-14-61

*Wm. T. Hagerity
Prothonotary*

Lap-over Margin

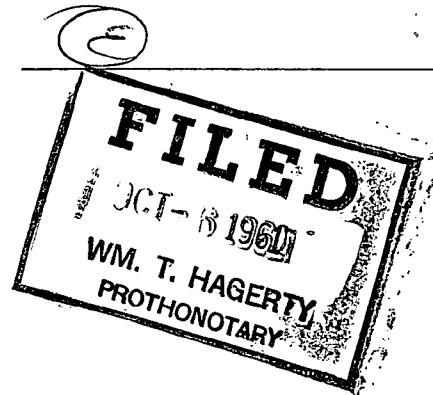
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. No. 277 February Term, 1961 IN TRESPASS
LLOYD F. RISS and PATRICIA JANE RISS; JOSEPH DYM and HELEN T. DYM
VS.
SANDY TOWNSHIP MUNICIPAL AUTHORITY and MIDLAND CON- TRACTORS, INC.
A N S W E R
<div data-bbox="685 1118 917 1476"><p>JUN 14 1961 WM. T. HAGERITY PROTHONOTARY</p></div> <div data-bbox="403 1103 504 1507"><p>SMITH, SMITH & WORK ATTORNEYS-AT-LAW CLEARFIELD, PA.</p></div>

No. _____ Term _____ 19 _____

vs.

APPEARANCE

For _____



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LLOYD F. RISS and PATRICIA
JANE RISS: JOSEPH DYM and
HELEN T. DYM

VS

SANDY TOWNSHIP MUNICIPAL
AUTHORITY and MIDLAND
CONTRACTORS, INC.

:
:
:
:
:
No. 277 February Term, 1961

: In Trespass
:
:

PRAECIPE FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter our appearance in the above entitled matter
on behalf of Midland Contractors, Inc.

SMITH, SMITH & WORK

BY

W. V. Smith
Attys. for Midland

Dated: June 13, 1961

In the Court of Common Pleas of Clfd County, Pa

Lloyd F. Riss et al

No 277 Feb Term 196I

vs

Sandy Township Munic
Authority & Midland
Cont.

Complaint In Trespass

(Sheriff's return)

Now, June 9, 196I at 9:35 O'Clock A.M. served the within Complaint in Trespass on Midland Contractors at place of business. Sandy Township, Du Bois, PA. by handing to Carl Haymaker, Time Keeper and Office Sect. personally a true and attested copy of the original Complaint In trespass and made known to him the contents Thereof

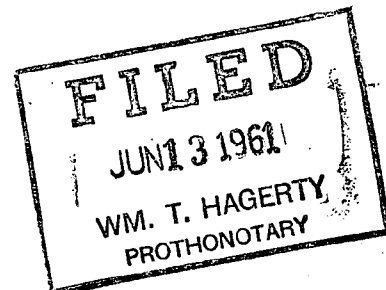
Costs Sheriff Ammerman \$12.00
(Paid by Attys A & B)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 9th
day of June 196I A.D.

Wm T Hagerty
Prothonotary



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

Lloyd F. Riss
Patricia J. Riss
Joseph Dyn
Helen T. Dyn

No. 277 Feb Term 1961.

vs
Sandy Township
Municipal Authority
Midland Contractors
Inc.

Summons In Trespass

(Sheriff's Return)

Now, March 15, 1961, at 2:10 O'Clock P.M. served the within
Summons In Trespass on Midland Contractors Inc at place of
business 930 S. Brady St, Du Bois, Pa by handing to Ed Kofman
Supt, for Midland Contractors Inc 930 S. Brady St, Du Bois
Pa. by handing to him personally a True and Attested copy
of the original Summons In Trespass and made known to him
the contents thereof.

Costs: Sheriff Ammerman \$11.60
(Paid By Attys A.B.)

So Answers,

Charles G Ammerman
Charles G Ammerman
Sheriff,

Sworn to before me this 16th
day of March 16, 1961.

Wm. T. Hagerty
Prothonotary.



SUMMONS

Commonwealth of Pennsylvania
County of Clearfield

To SANDY TOWNSHIP MUNICIPAL AUTHORITY and
MIDLAND CONTRACTORS, INC.

You are notified that LLOYD F. RISS & PATRICIA JANE RISS:
JOSEPH DYM & HELEN T. DYM

the plaintiffs, have commenced an action in SUMMONS IN TRESPASS
against you which you are
required to defend:

Date March 10, 1961

John T. Hagerty
Prothonotary.