

DOCKET NO. 173

NUMBER	TERM	YEAR
310	February	1961

Thorn's Inc., a Corporation

VERSUS

Clearfield Construction Co.,

a Corporation

Carl Bell Jr.

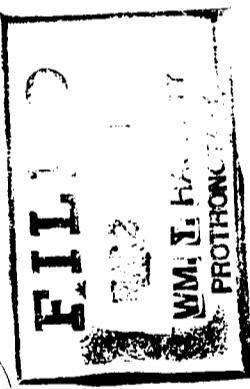
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 310 Feb. Term, 1961
In assumpsit

THORN'S INC., a corporation

vs.

CLEARFIELD CONSTRUCTION CO.,
a corporation

DEFENDANT'S PRELIMINARY
OBJECTIONS TO COMPLAINT



LAW OFFICES

CLARENCE R. KRAMER
CLEARFIELD, PA.

217 MARKET STREET

Now, March 28, 1961, Service of the within Preliminary
Objections accepted and copy received Bell, S. Burkhardt & Woodward
by: *Carl Bell Jr.*
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THORN'S INC., a corporation

vs.

No. 310 February Term, 1961
In Assumpsit

CLEARFIELD CONSTRUCTION CO.,
a corporation

DEFENDANT'S PRELIMINARY
OBJECTIONS TO COMPLAINT

Clearfield Construction Co., defendant above named, by its attorney, Clarence R. Kramer, makes objection to the Complaint filed and served in the above case for the following reasons:

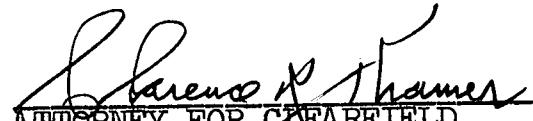
1. Paragraphs 3 and 4 are irrelevant and immaterial to the cause of action.
2. Paragraph 5 is irrelevant and immaterial to the cause of action and therefore surplusage.
3. Paragraph 6 is irrelevant and immaterial to the cause of action and therefore surplusage.
4. Paragraph 8 is insufficiently and inadequately averred; there should be designated which houses are involved.
5. Paragraph 9 is insufficiently averred; the complaint should aver which houses pertain to the averments therein.
6. Paragraph 11 is incomplete and inadequate in failing to aver dates, places, persons, details and the exact nature and terms of agreements alleged; and is further inadequate in averring in which houses oil tanks were involved; as to which houses electric water heaters were involved; as to which houses toilets were involved; and as to which houses lavatories were involved.

7. Paragraph 12 is inadequate and insufficient in failing to aver as to which houses the averments pertain; and as to dates; and as to places; and as to the personnel of the defendant alleged as to have made the request.

8. Paragraph 13 is insufficiently averred in failing to show by whom delivery of the invoices is alleged to have been made; to what person of defendant was delivery made; the dates of such delivery and the place.

WHEREFORE, defendant asks the Court to sustain these Preliminary Objections and hold the Complaint of the plaintiff to be insufficient and inadequate in its averments and content.

Respectfully submitted:



ATTONEY FOR CLEARFIELD
CONSTRUCTION COMPANY, A
CORPORATION

Now March 14 1961 served on me by copy
to Lawrence A. Thamer
attorney for Clearfield Construction
Co., Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 271-C February term, 1961
ASSUMPSIT

THORN'S, INC., A CORPORATION

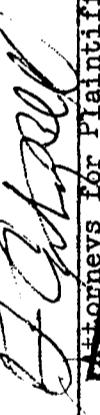
VS

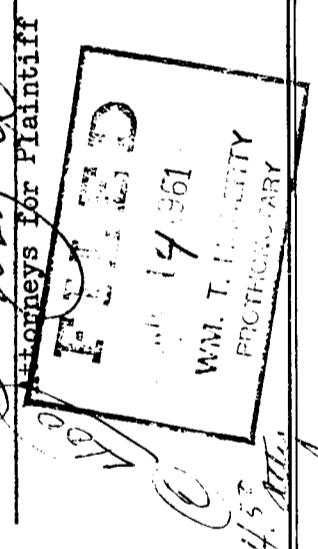
CLEARFIELD CONSTRUCTION CO.,
A CORPORATION

COMPLAINT

To the within defendant;

You are hereby notified to
plead to the within complaint
within twenty days from the
service hereof.

BELL, SILBERBLATT & SWOOPES
by 



BELL, SILBERBLATT & SWOOPES
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THORN'S, INC., A CORPORATION :
VS : No. _____ February term, 1961
CLEARFIELD CONSTRUCTION CO., : ASSUMPSIT
A CORPORATION :
:

C O M P L A I N T

The plaintiff above named complains of the above named Defendant upon a cause of action. The nature and character of which is as follows:

- (1). The plaintiff is a corporation incorporated under the law of the Commonwealth of Pennsylvania, and its principal office and place of business is 312 East Market Street, Clearfield, Pennsylvania.
- (2). That the Defendant is a corporation organized and existing under the law of the State of Ohio and is registered to do business in Pennsylvania. Its mailing address is Clearfield, Pennsylvania, P.O. Box 428.
- (3). In March 14, 1958 the Torsell-Jordan, Inc. an Ohio Corporation made a deed to defendant corporation for certain land in Lawrence Township, Clearfield County, Pennsylvania, which deed is recorded in Clearfield County in Deed Book 465 at page 419 and is incorporated hereunder by reference.
- (4). By a deed dated December 28, 1960, the Defendant became the owner of an additional tract of land, also located in Lawrence Township, Clearfield County, Pennsylvania, said tract adjoining the tract referred to in the third paragraph. The Deed for same is recorded in Clearfield County in Deed Book 487-page 48 and is incorporated hereunder by reference.
- (5). That the Defendant Corporation and their predecessors in title, subdivided said parcel of ground into building lots, providing for streets and other necessary utilities and conveniences.
- (6). That the Defendant Corporation or their predecessors in title caused certain maps or plats to be recorded in Clearfield County.

Among those recorded are maps recorded in the office of Recorder of Deeds in Miscellaneous Book 73 at page 415; Miscellaneous Book 105, page 351; Miscellaneous Book 110 at page 9. Said plans were prepared for and recorded by the Defendant Corporation, and are not available to the plaintiffs at this time. Therefore, no copies of this same are attached hereto.

(7). The Defendant Corporation undertook the construction of houses for sale.

(8). As to some of the houses, contracts were let for the plumbing, labor, and materials to be furnished.

(9). As to some of the houses, particularly those to be heated by hot air, the Defendant Corporation purchased from the Plaintiff Corporation for oil tanks, electric water heaters, and other plumbing materials for which they were billed and have paid, except in one instance, hereafter referred to.

(10). None of the plaintiff's claim, in this action, covers any of the properties, covered by specific contracts, or is it for toilet accessories, oil tanks, or electric water heaters, except in the case contract No. 52616 referred to hereafter.

(11). That in the houses as to which the plaintiff and defendant corporations had no contract, or agreement, the defendant frequently asked the plaintiff to install a sewer connection and to do all plumbing necessary for the installation of the various items it had purchased such as oil tanks, electric water heaters, toilets, lavatories, etc.

(12). That the Plaintiff Corporation did such work, after requested by the defendant on forty (40) to fifty (50) different occasions. The total amount of said work, after allowing the defendant a reduction of thirty (30) per cent over the usual price charged amounts to seven thousand and three hundred and sixty four dollars and seventy one cents. (\$7,364.71)

(13). The original invoices showing the house to which such labor and material was furnished has been delivered to the defendant, but copies of said invoices showing such totals are attached hereto, marked Plaintiff Exhibit A and made a part hereof.

(14). In addition thereto, the Plaintiff Corporation has done special work under a contract between them No. 52616, copy of which contract is in the possession of the defendant and the same is not attached hereto because of that fact, and that the statements of such contract are immaterial to this action. The balance remaining due on said contract is \$506.64. The items compiled in such work attached hereto marked Plaintiffs Exhibit B and made a part hereof and onto which an additional credit of \$48.86 and a payment received the 7th of March, 1961, leaving a balance on said job of \$506.64.

(15). At no time has the defendant denied the liability for such amounts, nor have they averred that the work and materials was not furnished, as herein averred or that the amounts claimed were unreasonable or excessive.

(16). On the bill of seven thousand three hundred and sixty four dollars and seventy one cents (\$7,364.71) the defendant allowed a special credit of twenty (20) dollars on twenty of the jobs, and an allowance of ten (10) dollars on twenty-two (22) other jobs, or a total credit of six hundred and twenty dollars for which they issued a credit memorandum to the plaintiff, and an additional credit memorandum for an error on figuring the Nelson job of \$22.49 making a total credit of \$642.49 leaving a balance due on the work performed of \$6,722.22. Said items making up such amount being shown on papers attached hereto marked Plaintiffs Exhibit A and made a part hereof. The credit memorandum for said item is likewise shown.

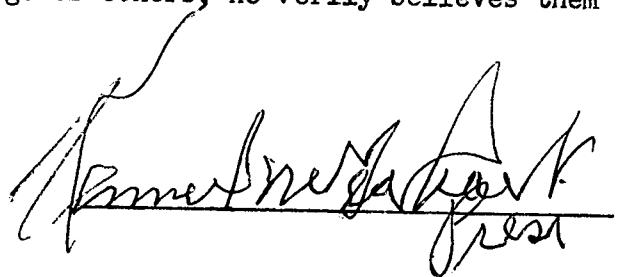
(17). That there remains due on the work not covered by contract the sum of \$6,722.22, with interest on the various items from the date the labor was performed, the items furnished, and on the special contract there remains due the sum of \$506.64, making a total of \$7,228.86 with interest thereon at the rate of 6% per annum for delay in payment for which sum the plaintiff asks that a Judgment be rendered in its favor and against the defendant at the trial of this cause.

by THORN'S, INC.
James W. Knapp, Pres.

by BELL, SILBERBLATT & SWOPE
J. D. Swope

STATE OF PENNSYLVANIA:
ss:
COUNTY OF CLEARFIELD:

Before me, the subscriber hereto, came Kenneth Gearhart, who being duly sworn according to law, deposes and says that he has personal knowledge of the facts set out in said complaint, and that the facts averred therein are true and correct to the best of his knowledge and belief when derived from the knowledge of others, he verily believes them to be true and correct.



Sworn-Subscribed to this
14th day of March, 1961.

Wm T. Harty
PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

EXHIBIT A

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 5/28-9/11/59 Invoice No. 52148

By

28'	4" terra cotta pipe, slip joint	16.80	
3	4" slip joint terra cotta yees	7.20	
4	4" slip joint terra cotta ells	9.60	
3	1 1/2" adjustable bath traps	14.25	
60'	5/8" type K copper tubing	51.60	
1	copper stop and waste valve	1.50	
1	two-pc. flare union	1.38	
1	copper ell	.40	
1	9x9x3" cast iron floor drain	4.09	
4'	1 1/2" gal v. pipe	2.68	
1	1 1/2" galv. P trap	3.78	
1	1 1/2" blk. cap	.80	
1	plug	.20	
1	copper stop and waste valve	1.30	
1	sill cock	1.15	
2	5/8" copper bushings	.88	
2	copper x 1/2" male adapters	.76	
2	copper x 1 1/2" female adapters	1.00	
18'	copper tubing	7.92	
6	copper ells	.96	
1	copper stop and waste valve	1.30	
3	copper tees	.78	
1	5/8x1" copper ell	.40	
1	copper x female tee	.46	
1	2" relief valve	2.25	

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH
Terms:

Page 2

Your No.

Date 5/28-9/11/59

Invoice No.

52148

By

1 $\frac{1}{2}$	1 $\frac{1}{8}$ " copper tubing, DWV	1.64	
2	1 $\frac{1}{8}$ " copper x male adapters	.44	
1	1 $\frac{1}{8}$ " copper x $\frac{3}{4}$ " female adapter	.50	
1	1 $\frac{1}{8}$ " copper x $\frac{3}{4}$ " male adapter	.38	
1	1 $\frac{1}{2}$ " copper cap	2.00	
1	2x2x2" copper tee	2.27	
1	5 ft. chrome finished shower curtain rod	3.00	
Less 30% discount on materials			100.57
Labor: roughing-in plumbing and installing your plumbing fixtures in the McCracken house			168.75
			269.32

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P.O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH
Terms:

Your No. Date 6/4-8/5/59 Invoice No. 52229 By

1	4"	cast iron closet floor flange	1.45	
10	4"	soil pipe	15.00	
8	4"	caulked joints	12.00	
46	1/2"	copper tubing	14.72	
2	1/2"	sill cocks	2.30	
5	1/2"	copper x male adapters	1.10	
6	1/2"	copper tees	1.56	
1	1/2"	copper stop and waste valve	1.50	
2	1/2"	copper couplings	.80	
70	1/2"	type K copper tubing	60.20	
1	1/2"	2-pc. flare union	1.38	
27	1/2"	copper straps	2.16	
2	3"	copper 45 deg. drainage ells	6.90	
1	1 1/2"	adjustable bath trap	4.75	
2	1 1/2"	galv. drainage ells	2.76	
1	2x1 1/2"	blk. bushing	.65	
1	2"	blk. plug	.53	
1	1/2"	copper stop and waste valve	.30	
2	1 1/2"	galv. nipples	1.06	
10	1/2"	copper ells	1.60	
1	1 1/2"	copper couplings	1.00	
2	1 1/2"	copper ells	.80	
1	1 1/2"	chrome finished extension piece	1.22	
8	1/2"	copper straps	.64	
4		Molley screws	.40	

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 2

6/4-8/5/59

Invoice No.

52229

By

Your No.	Date	Invoice No.	By
1	$\frac{1}{2}$ " copper x $\frac{5}{8}$ " male adapter	.38	
1	$\frac{3}{4}$ " copper x $\frac{1}{2}$ " female adapter	.50	
1	2" closet spud gasket	.45	
	Less 30% discount on materials	<u>139.11</u> <u>41.73</u>	97.38
	Labor: roughing-in plumbing and installing your plumbing fixtures in the Kniss house at Madera		180.75
3	truck trips	9.00	287.13

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 6/11-7/13/59

Invoice No.

52252

By

8'	2" blk. pipe	6.32
8'	1 $\frac{1}{4}$ " blk. pipe	3.84
5	bx 6" blk. nipples	2.70
4	2" blk. ells	5.84
4	1 $\frac{1}{2}$ " blk. ells	3.92
1	vent alarm	3.90
1	fill cap	1.20
1	vent cap	.85
60'	8" type L soft copper tubing	19.20
1	2x $\frac{1}{2}$ " double tapped tank bushing	1.60
2	$\frac{1}{2}$ " flare x 8" ips adapters with nuts	1.00
3	$\frac{1}{2}$ " flare x $\frac{1}{4}$ " ips adapters with nuts	1.50
1	$\frac{1}{4}$ " gate valve, brass	3.56
1	8" Hammond #600 brass gate valve	3.56
1	General 1A-25A filter	4.00
1	$\frac{3}{8}$ x $3\frac{1}{2}$ " blk. nipple	.16
1	$\frac{1}{4}$ " close blk. nipple	.12
1	$\frac{1}{4}$ " blk. 90 deg. ell	.34
10'	14/3 BX cable	1.70
6'	14/2 Romex with ground	.60
35'	18/2 thermostat cable	3.50
4	Romex connectors	.60
1	Romex angle connector	.25
12	$\frac{1}{2}$ " tubing straps	.96
12	insulated staples	.06

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

December 10, 1959

Date

NET CASH

Terms:

Page 2

Your No.

Date 6/11-7/13/59

Invoice No. 52252

By

2 lbs. asbestos cement	.22	
Less 30% discount on materials	71.50	50.05
	21.45	
Labor: installing oil tank and connecting your warm air furnace in the Thurstin house		65.65
		115.70

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959
Terms: NET CASH

Your No.

Date 7/13-7/22/59

Invoice No.

52382

By

8'	1 $\frac{1}{4}$ " blk. pipe	3.84
1	1 $\frac{1}{2}$ " blk. plug	.14
1	2x1 $\frac{1}{2}$ " double tapped tank bushing	1.60
4'	2" blk. pipe	3.16
1	2" blk. cap	1.03
2	1 $\frac{1}{4}$ " blk. ells	1.58
1	1 $\frac{1}{4}$ " vent cap	.85
50'	5/8" type L copper tubing	16.00
14	2" copper straps	1.12
1	General #1A-25A filter	4.00
2	1 $\frac{1}{2}$ " blk. ells	.68
2	1 $\frac{1}{2}$ x3" blk. bushing s	.52
2	1 $\frac{1}{2}$ x6" blk. nipples	.46
1	1 $\frac{1}{2}$ x2 $\frac{1}{2}$ " blk. nipples	.13
2	1 $\frac{1}{2}$ "x close blk. nipples	.24
2	3/8" No. 600 Hammond gate valves	7.12
2	3/8" ips x 1 $\frac{1}{2}$ " flare adapters with nuts	1.00
12	#8 metal screws	.24
1	4" junction box with cover	.55
4	Romex connectors	.60
35'	18/2 thermostat cable	3.50
2	angle connectors	.50
1	1 $\frac{1}{2}$ x $\frac{1}{2}$ " flare coupling	.50
2	1/8x2" toggle bolts	.20
12	insulated staples	.06
Less 30% discount on materials		49.62
		14.89
		34.73

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 2

Your No.

Date 7/12-7/22/59

Invoice No. 52382

By

Labor: installing oil tank and connecting
your warm air furnace in McCracken house

100.00

134.73

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 7/27-8/31/59

Invoice No.

52423

By

1	5/8" copper x 1/2" female adapter	.50
34	4" slip jdnt terra cotta pipe	20.40
3	4" slip joint terra cotta ells	7.20
3	4" slip joint terra cotta yees	7.20
2	4" slip joint terra cotta 1/8 bends	4.80
1	9x9x3" cast iron floor drain	4.69
1	6x6x2" cast iron floor drain	2.32
2	3" copper 45 deg. drainage ells	6.90
3	1/2" copper couplings	.78
1	1 1/2" copper cap	2.00
1	5/8" copper stop and waste valve	1.50
1	5/8" copper ell	.40
1	5/8" copper x male adapters	1.14
50	5/8" copper tubing, Type K	43.00
30	5/8" copper ells	4.80
8	5/8" copper strps	.64
15	5/8" copper x male adapters	3.30
5	5/8" copper tees	1.30
1	5/8" sill cock	1.15
2	5/8" copper stop and waste valves	2.60
2	5/8" x 1/2" copper bushings	.88
1	1 1/2x1 1/4" copper bushing	1.00
1	5/8" blk. plug	.18
3	1 1/2" copper tubing DWV	3.27
1	2x1 1/2" copper drainage tee	3.45
1	1 1/2" copper x male adapter	.84
		125.64
		37.55

COPY

30% discount
on material

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company.
to P. O. Box 428
Clearfield, Pa.

March 7, 1961
Date December 10, 1959

Terms: NET CASH

Page 2

7/27-8/31/59

Date

Invoice No.

52423

By

Net for materials

87.95

Labor: roughing-in plumbing and installing
your fixtures in Dearing house

156.00

243.95

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601 CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

7/30-8/4/59

52430

Your No.	Date	Invoice No.	By
1	Fulfilo oil filter		6.50
2 1/2	2" blk. pipe		198
1	2" blk. cap		1.03
7	1 1/2" blk. pipe		3.99
1	1 1/4" vent cap		.85
50	3/8" copper tubing		16.00
1	1/2" plug		.14
2	3/8" flare unions with nuts		.90
2	1/4" xclose blk. nipples		.24
2	1/4" xshort blk. nipples		.24
2	1/4" galv. ells		.86
2	1/4" x 3/8" galv. ells		1.02
2	3/8" xshort smoke-pipe galv. nipples		.28
3	jts. 5" galv. smoke pipe		1.58
30	2-wire thermostat cable		3.00
	Less 30% discount on materials	<u>38.61</u>	<u>27.03</u>
	Labor: installing oil tank and connecting your warm air furnace in the Kniss house at Madera		<u>86.50</u>
2	truck trips		<u>113.53</u>
			<u>6.00</u>
			<u>119.53</u>

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959
NET CASH
Terms:

Your No.

Date 8/28-9/12/59 Invoice No.

52578

By

3 $\frac{1}{2}$	2" blk. pipe	2.77
1	2x6" blk. nipple	.80
2	2" blk. ells	2.92
6 $\frac{1}{2}$	1 $\frac{1}{4}$ " blk. pipe	3.12
3	1 $\frac{1}{4}$ " blk. ells	2.37
1	1 $\frac{1}{2}$ x1 $\frac{1}{4}$ " gauge and vent alarm	3.90
1	1 $\frac{1}{4}$ " vent cap	.85
1	2" fill cap	1.20
1	2x $\frac{1}{2}$ " tank bushing	1.60
1	$\frac{1}{2}$ " flare union with nut	.50
4	1 $\frac{1}{4}$ x6" blk. nipples	2.16
70	3/8" type L soft copper tubing	22.40
2	3/8" brass gate valves	7.12
1	3/8x $\frac{1}{4}$ " blk. ell	.40
1	3/8" blk. plug	.14
1	3/8" blk. ell	.34
2	3/8" blk. unions	1.86
1	3/8x2" blk. nipple	.12
2	3/8x2 $\frac{1}{2}$ " blk. nipples	.32
1	3/8" xclose blk. nipple	.12
1	3/8x2" blk. nipple	.12
1	3/8x2 $\frac{1}{2}$ " blk. nipple	.13
1	3/8x6" blk. nipple	.23
1	3/8x3" blk. nipple	.14
1	3/8x $\frac{1}{2}$ " flare adapter with nut	.50
15	3/8" copper straps	1.20

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

December 10, 1959
Date - March

NET CASH

Terms:

Page 2

8/28-9/12/59

Invoice No.

52578

By

Your No.

Date

3	angle connectors	.75
1	Romex connector	.15
40	18/2 thermostat cable	4.00
1	General 1A-25A filter	4.00
2	1/8x2" toggle bolts	.20
12	insulated staples	.06
Less 30% discount on materials		<u>66.49</u>
		<u>19.95</u>

Labor: installing oil tank and connecting
your warm air furnace in Dearing house

46.54

60.25

106.79

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9801

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 9/8-10/14/59

Invoice No.

52624

By

2	4" slip joint terra cotta yees	4.80
1	4" slip joint terra cotta tee	2.40
3	4" slip joint terra cotta ells	7.20
1	4" slip joint terra cotta 1/8 bend	2.40
24	4" slip joint terra cotta pipe	14.40
1	9x9x3" cast iron floor drain	4.09
2	1 1/4" galv. drainage ells	2.30
1	1 1/4" copper cap	.64
1	1 1/4" galv. k nipple	.44
2 1/2	1 1/4" galv. pipe	1.40
52	copper tubing, type K	44.72
2	copper ells	.80
3	copper x 1/2" female adapters	1.50
1	copper stop and waste valve	1.50
1	two-pc. flare union	1.38
1	1 1/8" adjustable bath trap	4.75
1	copper stop and waste	1.50
3	1 1/8" x 1/2" copper bushings	1.32
5	copper ells	.80
3	copper tees	.78
4	copper x male adapters	.88
2	copper stop and waste valves	2.60
1	sill cock	1.15
15	copper tubing	6.60
7	copper straps	.56

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

PAGE 2

Your No.

Date 9/8-10/14/59

Invoice No.

52621

By

5	^{3/4"} copper straps	.45		
	Less 30% discount on materials	111.36	77.95	
	Labor: roughing-in plumbing and installing your plumbing fixtures in the Rennell house	33.41	139.50	217.45

copy

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601 CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 9/22-11/20/59 Invoice No.

52751 By

1	1/2" copper ell	.40		
1	1/2" copper stop and waste valve	1.50		
1	5/8" 2-pc. flare union	1.38		
22	4" slip joint terra cotta pipe	13.20		
1	4" slip joint terra cotta 1/8 bend	2.40		
2	4" slip joint terra cotta 1/4 bends	4.80		
2	4" slip joint terra cotta yees	4.80		
1	9x9x3" cast iron floor drain	4.09		
50	5/8" type K copper tubing	43.00		
1	1 1/2" adjustable brass bath trap	4.75		
1	3" double hub soil fitting	1.50		
30	1/2" copper tubing	13.20		
1	1/2" copper stop and waste valve	1.30		
3	1/2" copper tees	.78		
4	1/2" copper dls	.64		
5	1/2" copper x male adapters	1.10		
2	1/2" copper couplings	.52		
1	closet bowl wax ring	.65		
2	closet bolts	.70		
1	5 ft. curtain rod	3.00		
Less 30% discount on materials		103.71	41.11	62.60
Labor: installing plumbing system including roughing-in and installing your fixtures in the Rougeux house				120.00
				182.60

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold □

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 10/12/59-12/8/59

Invoice No.

52818

By

28	4" slip joint terra cotta pipe	16.80		
3	4" slip joint terra cotta ells	7.20		
2	4" slip joint terra cotta yees	2.40		
1	9x9x3" cast iron floor drain	4.09		
40	5/8" copper tubing, type K	34.40		
3	5/8" copper ells	1.20		
1	5/8" copper stop and waste valve	1.50		
1	1 1/2" adjustable brass bath trap	4.75		
1	3" double hub soil fitting	1.50		
2	5/8" copper x 1/2" female adapters	.52		
1	5/8" sill cock	1.15		
1	5/8" copper x 5/8" female adapter	.50		
1	5/8" copper x 1/4" male adapter	.38		
1	5/8" copper stop and waste valve	1.30		
4	5/8" copper tees	1.04		
7	5/8" copper ells	1.12		
36	5/8" copper tubing, type L	15.84		
2	5/8x1 1/2" copper bushings	.88		
1	1 1/2" copper cap	2.00		
2	5/8" copper couplings	.52		
2	5/8" copper x male adapters	.44		
1	chrome finished cock hole cover	.60		
	Less 30% discount on materials	100.13		
Labor	roughing-in plumbing and installing your plumbing fixtures in Nelson house	10.04	90.09	
			178.50	268.59

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

December 10, 1959

Date

Terms: NET CASH

Your No.

Date 10/13-10/15/59 Invoice No. 52822

By

80'	5/8" type L soft copper tubing	25.60
4	5/8" ips x 1/2" flare adapters with nuts	1.80
1	General #2A-710 filter	1.50
1	1 1/2 x 1 1/2" vent alarm and gauge	3.90
2	2" blk. ells	2.92
2	2" blk. 45 deg. ells	3.12
2	1 1/4" blk. 45 deg. ells	1.58
1	1 1/4" blk. 45 deg. ell	.80
5'	2" blk. pipe	3.95
5'	1 1/4" blk. pipe	2.40
4	1 1/4" x 6" blk. nipples	2.16
2	3/8" Hammond #600 gate valves	7.12
2	3/8" galv. ells	.86
2	3/8" galv. unions	1.90
4	1 1/4" x 2" blk. nipples	.48
4	5/8" x short blk. nipples	.48
3	lengths - 6" galv. smoke pipe	3.72
2	6" galv. smoke ells	2.40
35'	18/2 thermostat wire	3.50
2	1/8 x 2" toggle bolts	.20
10 1/2"	pipe strap	.80
1	2 x 1/2" tank bushing	1.60
3 1/2"	1 1/2" blk. pipe	.70
3 lbs.	asbestos cement	.33
3 lbs.	sand and cement	.09

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 2

Your No.

Date 10/13-10/15/59 Invoice No.

52822

By

2	$\frac{1}{4}$ " galv. ells	.86
1	$\frac{1}{2}$ " blk. plug	.14
14	#10 metal screws	.56
	Less 30% discount on materials	<u>75.47</u> <u>22.64</u>

52.83

Labor: installing oil tank and connecting
your warm air furnace in the Rennells'
house

69.50

122.33

WUPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

10/17-11/2/59

Date

Invoice No. 52848

By

70'	$\frac{3}{8}$ " copper tubing	22.40
6	$\frac{3}{8}$ " flare fittings with nuts	3.60
2	$\frac{1}{4}$ " flare fittings with nuts	.90
3	$\frac{3}{8}$ " galv. ells	1.29
1	$\frac{3}{8}$ " galv. ell	.43
2	$\frac{5}{8} \times \frac{1}{2}$ " blk. bushings	.52
2	$\frac{1}{2} \times \frac{1}{4}$ " blk. nipples	.34
2	$\frac{1}{4}$ " xclose blk. nipples	.24
2	$\frac{3}{8}$ " gate valves	7.12
1	General #Al-25A oil filter	4.00
1	6" galv. smoke ell	1.20
35'	thermostat wire	3.50
14'	$1\frac{1}{4}$ " blk. pipe	6.72
1	duplex tank bushing	1.60
2	$1\frac{1}{2}$ " blk. ells	1.58
3'	$2\frac{1}{2}$ " blk. pipe	2.37
1	$2\frac{1}{2}$ " blk. cap	1.03
1	$1\frac{1}{4}$ " galv. vent cap	.85
1	$\frac{1}{2}$ " blk. pipe plug	.14
1	$\frac{3}{8}$ " blk. coupling	.36
3	lbs. cement, and asbestos	.33
6	wire nuts	.30

22.40

3.60

.90

1.29

.43

.52

.34

.24

7.12

4.00

1.20

3.50

6.72

1.60

1.58

2.37

1.03

.85

.14

.36

.33

.30

60.82

18.25

42.57

59.90

102.47

Less 30% discount on materials
Labor: installing oil tank and connecting
your warm air furnace

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9801

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 10/22/59

Invoice No.

52871

By

30'	18/2 thermostat wire	3.00
6	insulated staples	.02
60'	$\frac{3}{8}$ " type L soft copper tubing	19.20
2	$\frac{1}{2}$ " flare x $\frac{3}{8}$ " ips adapters with nuts	1.00
2	$\frac{5}{8}$ " Hammond #600 gate valves	7.12
2	6" galv. smoke ells	2.40
4	lengths - 6" galv. smoke pipe	4.96
16	No. 10 sheet metal screws	.64
2	$\frac{1}{4} \times \frac{3}{8}$ " galv. ells	1.02
1	$\frac{3}{8}$ " galv. ell	.43
2	$\frac{1}{2}$ " blk. unions	1.86
3	$\frac{1}{4}$ " x close blk. nipples	.36
2	$\frac{3}{8} \times 3\frac{1}{2}$ " blk. nipples	.32
2	$\frac{5}{8} \times 2$ " blk. nipples	.24
1	General #125A filter	4.00
1	$2 \times \frac{1}{2} \times \frac{1}{2}$ " tank bushing	1.60
3	$1\frac{1}{4}$ " blk. ells	2.37
2	2" blk. ells	2.92
5'	2" blk. pipe	3.95
4 $\frac{1}{2}$	$1\frac{1}{4}$ " blk. pipe	2.16
1	2" fill cap	1.20
1	$1\frac{1}{4}$ " vent cap	.85
1	$1\frac{1}{2} \times 1\frac{1}{4}$ " gauge and vent alarm	3.90
5	lbs. sand and cement	.15
1	angle connector	.25

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: **NET CASH**

Page 2

Date 10/2/59

Invoice No. 52871

By

Your No.

1 $\frac{1}{2}$ " blk. plug.

.14
66.06

Less 30% discount on materials

19.82 46.24

Labor: connecting oil tank and installing
your warm air furnace in the Rougeux house

63.15

109.39

COUP

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 11/6-12/4/59

Invoice No. 52999

By

4 $\frac{1}{2}$	1 $\frac{1}{4}$ " blk. pipe	2.16
2 $\frac{1}{2}$	2" blk. pipe	1.98
2	2" blk. ells	2.92
3	1 $\frac{1}{4}$ " blk. ells	2.37
1	2" blk. fill cap	1.20
1	2x6" blk. nipple	.80
1	1 $\frac{1}{4}$ " blk. nipple	.36
1	1 $\frac{1}{4}$ x6" blk. nipple	.54
1	1 $\frac{1}{4}$ " galv. vent cap	.85
1	1 $\frac{1}{2}$ x1 $\frac{1}{4}$ "x42" gauge and vent alarm	3.90
4	1 $\frac{1}{4}$ x6" blk. nipples	2.16
1	$\frac{1}{8}$ " blk. plug	.14
1	2x $\frac{1}{2}$ x $\frac{1}{2}$ " tank bushing	1.60
3 $\frac{1}{2}$	1 $\frac{1}{4}$ " blk. pipe	.70
70	$\frac{1}{8}$ " type L soft copper tubing	22.40
1	$\frac{1}{2}$ " flare x $\frac{3}{8}$ " ips adapters with nuts	1.00
1	$\frac{1}{2}$ " female x flare union	.50
$\frac{3}{8}$ x $\frac{1}{4}$ " galv. ells		1.53
2	1 $\frac{1}{4}$ " blk. ells	.80
2	$\frac{1}{4}$ " blk. unions	1.86
4	$\frac{1}{2}$ x3" blk. nipples	.56
1	$\frac{5}{8}$ x2 $\frac{1}{2}$ " blk. nipple	.13
1	$\frac{3}{8}$ "xclose blk. nipple	.12
1	$\frac{1}{4}$ " x close blk. nipple	.12
1	General #1A-25A oil filter	4.00
2	$\frac{3}{8}$ " gate valves	10.68

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING • COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Page 2

Date December 10, 1959

Terms:

NET CASH

Your No.

Date 11/6-12/4/59

Invoice No.

52999

By

3	angle connectors	.75		
2	Romex connectors	.60		
15	$\frac{1}{2}$ " copper tubing straps	1.20		
4	lbs. sand and cement	.12		
25'	18/2 thermostat wire	2.50		
2	1/8x2" toggle bolts	.20		
Less 30% discount on materials		<u>70.75</u>		
		<u>21.22</u>	49.53	
Labor: installing oil tank and connecting your warm air furnace in Nelson house			<u>59.55</u>	109.08

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING • COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date April 12, 1960

Terms:

Your No.	Date	Invoice No.	By
CREDIT MEMORANDUM			
		We have today credited your account for the following against plumbing and heating work: twenty plumbing jobs @ \$20.00 each twenty-two heating jobs @ \$10.00 each	400.00 220.00 <hr/> 620.00

copy

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date January 30, 1960

Terms:

Your No.

Date 1/10/60

Invoice No. G 2024

By

CREDIT MEMORANDUM

We have today credited your account for
an error in the billing of materials
for the Nelson heating job. We charged
three $\frac{3}{8}$ " gate valve; we should have
charged two.

2.49

We have also credited your account for
an error in the discount for the Nelson
plumbing material. We gave 10%; we
should have given 30%.

20.00

22.49

COPY

EXHIBIT B

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date November 11, 1960

Terms: NET CASH

Your No.

Date

Invoice No.

52616

By

Base Contract for plumbing in "Stringham" house with one bath and one half bath	780.00
Extra for 5½' corner bathtub installin one bath instead of 5' recessed tub	17.00
Extra for angle curtain rod for tub	No Charge
Extra for 32x32" precast shower receptor with trim installed in half bath (less glass shower door)	91.00
Extra for single steel laundry tub installed in basement	32.00
Extra for electric sump furnished and installed in basement	73.00
Extra for pumping water from basement on temporary basis	No Charge
Extra for chrome finished lavatory legs installed to half bath lavatory	9.75
Extra labor for installing lavatory legs	No Charge
Extra for installing your garbage disposal	8.00
Extra for installing your dishwasher	27.00
Extra for replacing frozen or bursted valve at meter	No Charge
Extra for long 90 ft. water service--an extra 35 ft.	21.00
Extra for a longer sink drain in basement	11.25

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date November 11, 1960

Terms: NET CASH

Page 2

Your No.

Date

Invoice No.

52616

By

Extra for changing showerhead in shower stall	No Charge	
Credit for omitting basement floor drain	15.00	
Extra for 3" copper stack and two $\frac{1}{2}$ " copper water lines run from basement for future second floor bath	44.00	
Extra for 5% price increase on two toilets and two lavatories only	6.50	
	1,105.50	
Less previous billing of October 12, 1959	450.00	
	655.50	
COPY		Balance

Court of Common Pleas
No. 310 Feb. Term 1961

Thorn's, Inc.
vs
Clearfield Constr. Co.

Transcribing to be taxed as costs:

387 folios at. .30 \$116.10

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

THORN'S, INC., a corporation :
VS : No. 310 February Term 1961
CLEARFIELD CONSTRUCTION COMPANY, :
a corporation :
:

You are hereby notified that the testimony in the above entitled case has been transcribed and lodged with the Prothonotary, and that the same will be duly certified and filed so as to become part of the record, if no objection be made thereto within fifteen days from this date. Court Order and Rules of Court will be computed from this date.

December 4, 1961.

Vera G. Kester
Official Stenographer

NOW, December 4, 1961, the above notice served by carbon copy on Bell, Silberblatt & Swoope, Esqs., counsel for plaintiff, and C. R. Kramer, Esq., counsel for defendant.

Vera G. Kester
Official Stenographer



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THORN'S, INC., :
a corporation :
VS. : No. 310 February Term, 1961
CLEARFIELD CONSTRUCTION COMPANY, :
a corporation : IN ASSUMPSIT

PRAECLYPE

To Carl E. Walker, Prothonotary:

Please mark the above case settled and discontinued upon payment of costs.

BELL, SILBERBLATT & SWOOP
By


F. Cortez Bell,
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 310 February Term, 1961
IN ASSUMPSIT

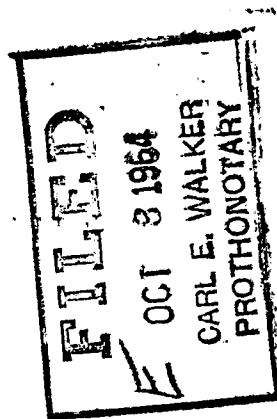
THORN'S INC.,
a corporation

VS.

CLEARFIELD CONSTRUCTION COMPANY,
a corporation

173

PRACTICE



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THORN'S, INC., a
corporation

VS.

No. 310 February Term, 1961
IN ASSUMPSIT

CLEARFIELD CONSTRUCTION COMPANY,
a corporation

PETITION TO STRIKE OFF FROM
COSTS THE TRANSCRIBING OF TESTIMONY

To the Honorable John A. Cherry, President Judge:

The petition of Clarence R. Kramer respectively represents:

FIRST: That he was Attorney for Defendant in the above case upon which judgment was entered for Plaintiff.

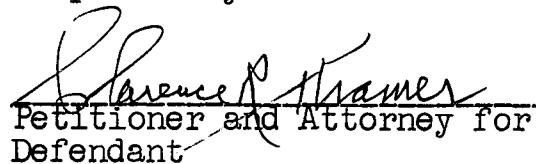
SECOND: That a motion was filed for a new trial and later an appeal filed in the Supreme Court which was abandoned because an agreement of settlement was arranged.

THIRD: That the Prothonotary's Office, under a rule of Court, taxed the cost of transcribing the testimony in the amount of \$116.10 as an item of cost.

FOURTH: That your petitioner believes there is no legal basis for the taxing of transcribing of testimony for a litigant to pay.

WHEREFORE, your petitioner prays your Honorable Court that the said item may be striken off.

Respectively submitted:



Clarence R. Kramer
Petitioner and Attorney for
Defendant

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS.

Before me, Carl E. Walker, Prothonotary, personally appeared Clarence R. Kramer, who, being duly sworn according to law, deposes and says that the facts contained in the foregoing petition are true.

Clarence R. Kramer

Sworn to and subscribed before
me this 24 day of September, 1964.

Carl E. Walker

PROTHONOTARY

My Commission Expires
1st Monday Jan. 1966

CONCURRENCE

We, Attorneys for the Plaintiff *do not object to* concur in the foregoing Petition.

BELL, SILBERBLATT & SWOOP, ESQRS.

BY: J. G. Bell

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THORN'S, INC., a
corporation

VS.

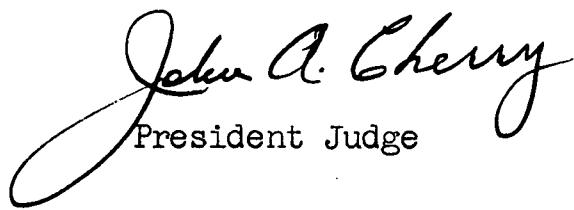
CLEARFIELD CONSTRUCTION COMPANY,
a corporation

No. 310 February Term, 1961
IN ASSUMPSIT

ORDER OF COURT STRIKING
THE COST OF TRANSCRIBING TESTIMONY

NOW, October 2, 1964, the foregoing petition having
been presented, it is ordered that the item of \$116.10 taxed
as a cost for the transcribing of testimony be striken off the
list of costs, and the Defendant be relieved from the payment
thereof.

By the Court:


John A. Cherry
President Judge

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

NO. 310 February Term, 1964

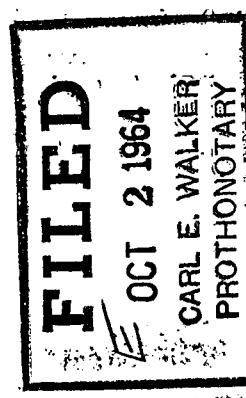
THORN'S, INC., a
corporation

VS.

CLEARFIELD CONSTRUCTION
COMPANY, a corporation

PETITION TO STRIKE OFF
FROM COSTS THE TRANSCRIB-
ING OF TESTIMONY AND ORDER
OF COURT DIRECTING
SAME

CLARENCE R. KRAMER
ATTORNEY FOR DEFENDANT



The Supreme Court of Pennsylvania, }
EASTERN DISTRICT } ss.
CITY AND COUNTY OF PHILADELPHIA }

The Commonwealth of Pennsylvania.

TO THE JUDGES of the Court of Common Pleas, &c.

GREETING: We being willing for certain causes, to be certified of the matter of the Appeal of

CLEARFIELD CONSTRUCTION COMPANY, a Corporation

from the judgment of your said Court at No. 310 of February Term, A. D. 1961, wherein

THORN'S INC., a Corporation is PLAINTIFF and THE SAID APPELLANT is DEFENDANT

before you, or some of you, depending, DO COMMAND YOU, that the record and proceedings aforesaid, with all things touching the same, before the Justices of our Supreme Court of Pennsylvania, at a Supreme Court to be holden at Philadelphia, in and for the Eastern District, the second Monday of November (1962) so full and entire as in your Court before you they remain, you certify and send, together with this Writ, that we may further cause to be done thereupon that which of right and according to the Laws of the said Commonwealth ought.

Witness the Honorable JOHN C. BELL, JR., Chief Justice of our said Supreme Court, at Philadelphia, the seventeenth day of April in the year of our Lord one thousand nine hundred and sixty-two.

Prothonotary

John C. Bell, Jr.

To the Honorable the Justices of the Supreme Court of the Commonwealth of Pennsylvania,
sitting in and for the Eastern District:—

The record and process, and all things touching the same, so full and entire as before
us they remain, we certify and send, as within we are commanded.

..... (L. S.)

..... (L. S.)

Supreme Court

THORN'S INC., a Corporation

v.

CLEARFIELD CONSTRUCTION
COMPANY, a Corporation,

Appellant

CERTIORARI to the Court of Common
Pleas ~~Next~~ for the county of
CLEARFIELD
Returnable the second Monday
of November 19 62

Rule on the Appellee, to appear and plead
on the Return-day of the Writ.

THOMAS P. MCGRATH	Prothonotary
APR 26 1962	
CARL E. WILKER	
Clerk of the Court	
217 Market Street,	
Clearfield, Pennsylvania,	
Attorney for Appellant	

November 20, 1962

Mr. Thomas P. McGarrity
Prothonotary
Supreme Court
456 City Hall
Philadelphia 7, Pennsylvania

RE: Thorns Inc., A Corporation
Versus
Clearfield Construction Co.,
A Corporation.
No. 309 January Term 1962
(C.P. Clearfield
No. 310 February T., 1961)

Dear Mr. McGarrity:

We have in our possession a Certiorari, which was returnable the Second Monday of November. However, on August 6, 1962, an Agreement was signed and Thorns Inc., agreed to discontinue the Case in the Supreme Court.

Will you please advise us whether we should return the Certiorari to you, or should it be filed with the case. An immediate reply will be appreciated.

Very truly yours,

Carl E. Walker
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 310 February Term, 1961
IN ASSUMPSIT

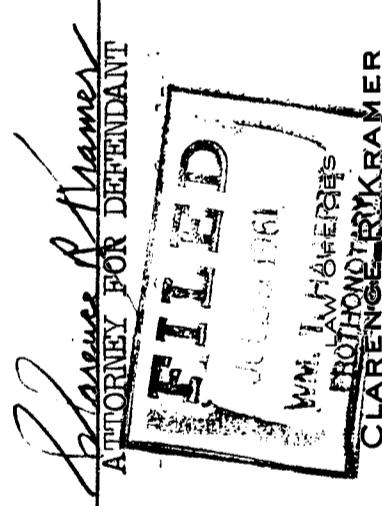
THORN'S, INC., a Corporation

vs.

CLEARFIELD CONSTRUCTION
COMPANY, a Corporation

ANSWER OF DEFENDANT

To the within plaintiff:
You are required to file
a reply to the new matter and
an answer to the counter-
claim within twenty (20) days
from the service hereof.



217 MARKET STREET

Moov July 29, 1961 Service accepted by copy
Bill Subblatt, Corp
F. G. Reed

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THORN'S, INC., a Corporation :

vs. :
CLEARFIELD CONSTRUCTION
COMPANY, a Corporation :
:

No. 310 February Term, 1961
IN ASSUMPSIT

ANSWER OF DEFENDANT

The defendant denies the cause of action averred and answers as follows:

1. Admitted
2. Admitted

3. Denied as stated. There are 21 houses involved in this litigation and as to them the defendant orally employed the plaintiff to perform the labor and furnish the materials incident to installing the plumbing fixtures, the defendant having furnished the toilets, lavatories, all above ground fittings and having constructed the sewer into each house, and the plaintiff furnished oil tanks, electric water heaters and connected up the fixtures; the plumbing came largely prefabricated with even the soldering done to a large extent. And by the verbal arrangement, the services of the plaintiff were to be furnished to each house on the basis of, and after a pattern which, was first negotiated and the work completed as to two houses which were deemed model houses for the work to be performed and materials furnished by plaintiff; said houses are known as Number 25 (built for George W. Collamer) and No. 37 (Leonard Deromo, those numbers being the Lot Numbers and for convenience the houses being referred to by the same numbers); the billing was to take place and did take place promptly after completion of each house and was duly paid for. All subsequent

houses here involved were to be done in the same manner and involved substantially the same details as Houses No. 25 and 37, and at substantially the same cost. The variance in the original bills of plaintiff for the 21 houses being not more than \$10.00 for each house compared to the bill of each other house except No. 38, as to which the contract differed from the other houses. Further details are hereinafter averred.

4. It is admitted that when the houses were ready for the plumbing work under the package deal arrangement between the defendant and the plaintiff either William Jordan or Richard Law of the defendant telephoned Thorn's, Inc., to proceed with the work required upon the basis and at the prices established by the plumbing work done by plaintiff in the construction of Houses No. 25 and No. 37 which were model houses for that and other purposes.

5. As to Paragraph 5, it is denied that Richard Law was an Officer of the Clearfield Construction Company; he was Supervisor of Construction.

6. Denied. The charges now claimed for are excessive because plaintiff accepted the work on the basis of a price in accordance with that charged for houses 25 and 37, and in accordance with a sum for which there was prompt billing, which sum did not vary more than ten dollars from house to house and was virtually a lump-sum price for each house.

8. Denied that the work now claimed for was within

the scope of the contract between the parties. The invoices sued for under paragraph 8 of the Complaint are not the original invoices and are not invoices for items which should be paid for separate and apart from the payments theretofore made by the defendant to the plaintiff, inasmuch as the said plumbing work in each of the 21 houses was a lump-sum proposition and was based upon the cost to the defendant under the original billing for the work performed in model houses Nos. 25 and 37 and confirmed by separate prompt billing for each subsequent house; the invoices now sued for were not presented until approximately eighteen months after the first of the 21 houses was completed, long after the houses had been priced and sold on the understanding that plaintiff's sole cost was its original billing.

10. It is denied that a cost was incurred by defendant to the total averred in paragraph 10 of \$7,364.71, because the labor and materials performed as to each of the 21 houses was upon the basis of what it had cost the defendant to have plaintiff do the similar work on Model Houses Nos. 25 and 37, and in full reliance thereon, the defendant contracted with plaintiff for all of the 19 houses subsequent to the plumbing work done on Houses 25 and 37; and relied upon the first billing thereof, long since paid in full, and priced and sold its houses on the strength of such original billing as the item of total cost to this plaintiff.

11. Denied. It was on or about January 1st or 2nd 1960, that the plaintiff brought to the office of the defendant in Country Club Hills, the invoices now sued upon; finding the president of the company, William M. Jordan, not immediately available, he left the invoices on a corner of the desk of defendant without

comment, without explanation and without informing the secretary that they were being left. It was not until two or three days later that the defendant learned of the presence of such invoices in its offices.

12. The purported allowance of a discount of thirty per cent by the defendant is not applicable because the houses were served by the work of plaintiff upon the basis of a package deal or an approximate lump-sum figure which was billed after the work was done, and settled for in due course without any claim for any further obligation upon the part of defendant to plaintiff.

13. That the fact which the plaintiff avers was an error in billing pertains to the house of Eldon L. Nelson erected on Lot No. 60 in Country Club Hills was a discrepancy between a discount there purported to be allowed and that allowed for others of the 21 houses, namely, that the billing of January 1st or 3rd, 1960, had allowed in the case of Nelson's house only 10 per cent discount whereas to other houses 30 per cent was allowed, which correction occurred because it was first discovered by William M. Jordan, President of the defendant corporation. Nevertheless, it has no significance except as to its inconsistency, for the reason that it is a part of the attempted billing of January 1st or 3rd, 1960, as to which defendant disclaims all liability. The said Nelson original invoices were paid as submitted and the supplemental billing referred to in paragraph 13th is erroneous, improper and not a liability of defendant.

14. That the additional credits averred in paragraph

14th are not applicable for the reason that they were not a part of the original billing and were not within the original agreement, but apparently are an attempt to placate the defendant for the submitting of the supplemental bills of January, 1960, and the credits allowed in an effort to induce the defendant to pay those invoices.

15. The credits referred to are against charges which are beyond the contract and for which defendant is not liable.

16. The invoice of \$780.00 claimed for is admitted, but against said sum, the defendant has a counter-claim for work improperly and inadequately done, as follows: Interest paid to the Clearfield Trust Company, September 30, 1959, by defendant on a \$10,000 loan in the amount of \$115.82 of which plaintiff agreed to assume \$57.91; repairing the master bath shower in the property billed as W. Stringham, erected on Lot No. 41, in Long Meadow, occasioned by damage to the shower head by the installers' wrenches at the time of installation, \$24.90; repairing ceiling caused by water leak in the residence of J. A. Dame in Long Meadow on Lot No. 35, the damage being caused by imperfect workmanship, \$19.00, Total, \$101.81.

21. It is denied that the amount of \$6,722.22 is owing by defendant to plaintiff.

22. Denied. The defendant has at all times claimed that the sums were not a fair and just claim against it, and has continuously and resolutely insisted that no such sums whatsoever

are owing to the plaintiff by defendant. Such denial was made promptly upon discovery of the invoices left without notice by plaintiff at defendant's office, whereby William M. Jordan, of the defendant company telephoned Kenneth Gearhart, of the plaintiff company to the effect that the amount was not owing. The said account was further denied in the letter of February 3, 1960, written by defendant to plaintiff in which it was expressly called to the attention of plaintiff that the work was done upon a lump-sum or fixed price basis with the contracts performed on houses 25 and 37 as a pattern; the attention of plaintiff was then called to the fact that these several houses were to be completed on a fixed price basis, according to the pattern of the jobs on houses 25 and 37; and no invoices were ever rendered after the original invoices for installation and materials until approximately 18 months after the first house was completed and after the houses had been priced and sold relying upon the original billing as a complete statement of the amount involved and months after the payment of said invoices without calling defendants' attention to any alleged further charges.

23. Defendant denies the right of the plaintiff to judgment for any sum.

NEW MATTER

1. That the plumbing performed by plaintiff in the 21 houses was done on the basis of a price in accordance with that charged for the two model houses, Nos. 25 and 37, the plumbing work in which was intended to establish and did establish, the approximate cost of the plumbing work to be done in houses to be thereafter erected, especially the 21 houses in question.

2. That the plaintiff knew the extent and cost of the plumbing work done in model houses Nos. 25 and 37 was intended to fix the pattern for and establish the price of the plumbing work required in the remaining 19 houses.

3. That the plaintiff undertook the plumbing work in all of said houses on that basis.

4. That the plaintiff knew the houses were built for immediate sale and that the plumbing costs were an integral and important item in determining the sale price, and that therefore defendant had to know promptly the total of that expense.

5. That the plumbing work to be charged for was billed promptly to defendant, either at the time of completion of the work or very shortly thereafter, or in some cases before completion, and before the selling price of the respective properties was established or the properties sold.

6. That the houses were severally completed and separately billed for all construction work done by plaintiff as follows:

(a) House on Lot No. 38, sold to George A. Mastroianni was completed June 1, 1958. The construction plumbing billed for as follows:

April 30, 1958	\$ 34.25
May 16, 1958	\$ 11.42
July 29, 1958	\$423.25
	<hr/>
	\$468.92

(b) Model house on Lot No. 25, sold to George W. Collamer was completed June 1, 1958. The construction plumbing was billed as follows:

April 30, 1958	\$ 47.23
October 17, 1958	\$ 9.77
	<hr/>
	\$ 57.00

(c) Model house on Lot No. 37, sold to Leonard A. DeRomo, was completed June 1, 1958. The construction plumbing was billed as follows:

April 30, 1958	\$ 41.71
June 27, 1958	\$ 1.53
	<hr/>
	\$ 43.24

(d) House on Lot No. 50, sold to Donald Haney, was completed August 21, 1958. The construction plumbing was billed as follows:

October 17, 1958	\$134.57
------------------	----------

(e) House on lot No. 80, sold to Carl M. Ford, was completed November 25, 1958. The construction plumbing was billed as follows:

October 22, 1958	\$144.87
------------------	----------

(f) House on Lot No. 28, sold to Lawrence E. Moyer, was completed November 5, 1958. The construction plumbing was billed as follows:

October 17, 1958	\$136.49
------------------	----------

(g) House on Lot No. 26, sold to John A. Kelley, was completed December 1, 1958. The construction plumbing was billed as follows:

October 22, 1958	\$ 34.25
October 22, 1958	\$100.94
	<u>\$135.19</u>

(h) House on Lot No. 47, which became the Office site of the defendant, was completed January 2, 1959. The construction plumbing was billed as follows:

October 22, 1958	\$ 34.25
December 15, 1958	\$ 90.64
January 9, 1959	\$ 56.14
	<u>\$181.03</u>

(i) House on Lot No. 49, sold to Milton A. MacDonald, completed January 1, 1959. The construction plumbing was billed as follows:

December 10, 1958	\$100.94
January 9, 1959	\$ 13.08
	<u>\$114.02</u>

(j) House on Lot No. 66, sold to Frank P. Welsh, was completed January 2, 1959. The construction plumbing was billed as follows:

December 15, 1958	\$ 34.25
January 9, 1959	\$137.15
	<u>\$171.40</u>

(k) House constructed on Lot No. 133, sold to Thomas F. Sheehan, was completed on January 2, 1959. The construction plumbing was billed as follows:

November 24, 1958	\$1,020.00
January 9, 1959	53.61
	<u>\$1,073.61</u>

(l) House on Lot No. 46, was completed May 1, 1959. The construction plumbing was billed as follows:

April 29, 1959	\$ 44.29
April 29, 1959	<u>\$100.94</u>
	\$145.23

(m) House on Lot No. 42, sold to Ashley B. Cowder, was completed May 30, 1959. The construction plumbing was billed as follows:

April 29, 1959	\$ 34.41
May 29, 1959	<u>\$101.43</u>
	\$135.84

(n) House on Lot No. 41, sold to Robert B. Barger, was completed June 15, 1959. The construction plumbing was billed as follows:

April 27, 1959	\$100.94
April 29, 1959	<u>\$ 34.42</u>
	\$135.36

(o) House on Lot No. 68, sold to Charles L. Thurston, was completed June 26, 1959. The construction plumbing was billed as follows:

April 29, 1959	\$ 34.41
June 3, 1959	\$400.00
May 29, 1959	\$101.43
July 24, 1959	<u>\$ 51.64</u>
	\$587.48

(p) House on Lot No. 78, sold to Franklin McCracken, was completed July 15, 1959. The construction plumbing was billed as follows:

July 24, 1959	\$135.84
July 30, 1959	<u>23.81</u>
	\$159.65

(q) House constructed for F. R. Kniss at Madera, Pa., was completed July 30, 1959. The construction plumbing was billed as follows:

July 30, 1959	\$135.84
---------------	----------

(r) House on Lot No. 43, sold to Charles B. Dearing, was completed August 31, 1959. The construction plumbing was billed as follows:

August 31, 1959	\$156.79
-----------------	----------

(s) House on lot No. 83, sold to Richard L. Rennels, was completed October 21, 1959. The construction plumbing was billed as follows:

September 30, 1959	\$136.50
--------------------	----------

(t) House on Lot No. 61, sold to Sheridan C. Rougeux, was completed November 9, 1959. The construction plumbing was billed as follows:

November 4, 1959	\$138.58
------------------	----------

(u) House on Lot No. 60, sold to Eldon L. Nelson, was completed November 30, 1959. The construction plumbing was billed as follows:

November 14, 1959	\$138.57
December 21, 1959	\$ 46.50
February 4, 1960	\$ 42.62
	\$227.69

(v) House on Lot No. 15, sold to James G. Holt, was completed July 28, 1958. The construction plumbing was billed as follows:

June 27, 1958	\$215.75
July 28, 1958	\$100.94
	\$316.69

7. That all of the foregoing invoices averred in paragraph 6 hereof were duly and properly paid in due course by defendant to plaintiff and nothing remains owing under said invoices by the defendant to the plaintiff.

8. That all of said invoices set forth in paragraph 6 were rendered sufficiently promptly following completion of the work to enable defendant to take cognizance of those figures in establishing the sale price of the respective houses.

9. That the invoices now sued upon and enumerated and/or referred to in paragraphs 4 to 15, inclusive, of the amended complaint were withheld and not submitted to defendant until 18 months after the first of the 21 houses in question had been completed and billed for.

10. That the first notice the plaintiff gave to the defendant concerning the invoices now sued for, as referred to in paragraphs 4 to 15 of the amended complaint, was when plaintiff's representative, Kenneth Gearhart, left them on the desk of defendant company at its office in Country Club Hills on or about

January 1st, 2nd, or 3rd, of 1960.

11. That at the time of leaving said invoices on the desk of the defendant, neither the plaintiff nor any person for it called attention of the defendant or of any person or persons connected with the defendant to the leaving of the same.

12. That prior to leaving the said invoices as averred to in paragraphs 10 and 11, the plaintiff had made no mention of the same or the charges therein, nor of the fact that it had any claim against the defendant for construction plumbing work done in any of the said 21 houses; and thereby the first notice defendant had of any claim as now presented was 18 months after the completion of the first house and long after the completion and sale of each of said houses, the sale prices of which were fixed on the basis of all construction involved, including the completed plumbing.

13. That the plaintiff has been guilty of laches in suffering a claim which it knew to exist or could have known, and should have known existed, to remain dormant and without notice to the defendant until the defendant had fixed the sale prices and sold the houses where the plumbing is involved; thereby seriously prejudicing the defendant's business interests.

COUNTER-CLAIM

That the defendant has a claim against the plaintiff as follows:

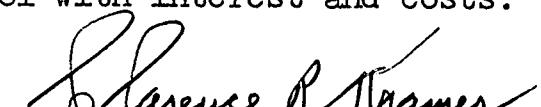
One-half of the interest paid to the Clearfield Trust Company, September 30, 1959, by defendant on a \$10,000 loan in the amount of \$115.82 or which the plaintiff through Kenneth Gearhart, an officer and the manager of plaintiff on or about March 30, 1959 \$ 57.91

Cost of repairing the bath shower in the master bedroom on the property billed as W. Stringham, being the house erected on Lot No. 41 in Long Meadow, which damage was caused by the installer's wrenches at the time of installation, the amount being \$ 24.90

Repairing ceiling caused by a water leak in the house of J. A. Dame, being the house erected on Lot No. 35 in Long Meadow, which damage was caused by imperfect workmanship, the amount being \$ 19.00

The total of such counter-claim aggregates \$101.81

WHEREFORE, the defendant seeks judgment against the plaintiff in the amount of \$101.81 with interest and costs.


ATTORNEY FOR CLEARFIELD CONSTRUCTION
COMPANY

COMMONWEALTH OF PENNSYLVANIA : : SS
COUNTY OF CLEARFIELD : :

Before me, William T. Hagerty, Prothonotary, personally appeared William M. Jordan, who being duly sworn according to law, deposes and says that he is President of Clearfield Construction Company, a corporation, and as such is authorized to make this affidavit; that the facts stated therein are true and correct.

William M. Jordan

Sworn to and subscribed before me
this 29th day of July, 1961

Wm T. Hagerty

Prothonotary
PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

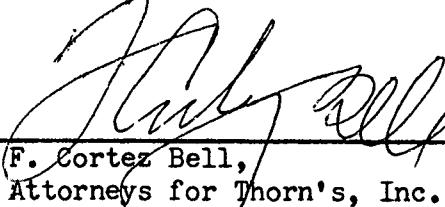
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

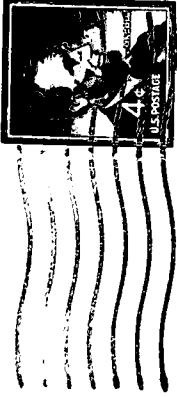
THORN'S, INC., a corporation :
vs. : No. 310 February Term, 1961
CLEARFIELD CONSTRUCTION COMPANY, :
a corporation : IN ASSUMPSIT

To Carl E. Walker, Prothonotary

Sir: Please enter judgment in favor of Thorn's, Inc. against
Clearfield Construction Company in the sum of \$6,722.20,
with interest from the date of verdict.

BELL, SILBERBLATT & SWOOP
By


F. Cortez Bell,
Attorneys for Thorn's, Inc.



PROTHONOTARY'S OFFICE
SUPREME COURT OF PENNSYLVANIA
456 CITY HALL
PHILADELPHIA 7, PENNA.
PA.

Carl E. Walker, Esq.,
Prothonotary,
Court of Common Pleas,
Clearfield County Court House,
Clearfield, Pennsylvania

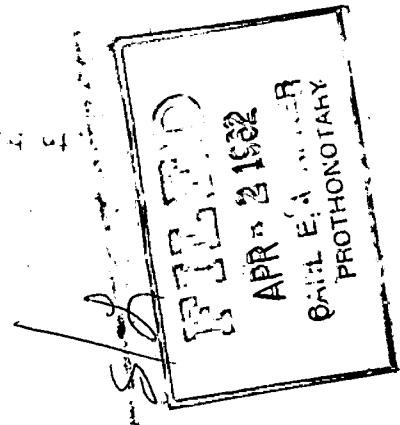
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 310 February Term, 1961 -
IN ASSUMPTION.

THORN'S, INC., a corporation

vs.

CLEARFIELD CONSTRUCTION COMPANY,
a corporation

PRAECLPPE



Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH
Terms:

4/16-5/24/58

50271

Your No.

Date

Invoice No.

By

1	2" two-pc. flare union	1.38	
61	2" type K copper tubing	52.46	
1	2" copper coupling	.40	
4	4" soil ells	9.60	
1	4" soil yee	3.60	
20	4" single hub soil pipe	27.40	
1	4x1 1/2" soil tapped tee	3.60	
12	4" caulked joints	18.00	
1	2" copper coupling	.40	
25	2" copper tubing	11.00	
1	2" copper cap	.40	
3	2" copper x 1/2" female adapters	1.50	
4	2" copper x male adapters	.88	
13	2" copper ells	2.08	
3	2" copper tees	.78	
1	1 1/2" chrome finished extension piece	1.22	
		<u>134.70</u>	
	Less 30% discount on material	<u>45.72</u>	88.98
Labor:	Roughing-in plumbing and installing your plumbing fixtures in Collamer house		<u>222.75</u>
			311.73

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 5/8-7/11/58

Invoice No. 50355

By

2 1/2"	2" blk. pipe	1.98
10"	1 1/4" blk. pipe	4.80
1	2" fill cap	2.10
1	2x 1/2" x 1/2" double tapped tank bushing	1.60
3"	1/2" blk. pipe	.60
1	1 1/2" x 1 1/4" blk. bushing	.54
3	1 1/4" blk. 90 deg. ells	2.37
1	1 1/4" galv. single vent cap	.85
2	3/4" blk. ells	.60
1	1/2" x 2" blk. nipple	.12
1	1/2" x 6" blk. nipple	.23
2	1/2" flare unions	.50
2	1/2" flare x 3/8" male adapters with nuts	1.52
2	1/2" flare x 1/4" male adapters with nuts	2.02
8"	type L soft copper tubing	2.56
1	1/2" blk. plug	.14
3	1/2" blk. ells	1.02
1	1/2" blk. st. ells	.47
1	1/2" blk. unions	.93
3	1/2" x 3" blk. nipples	.42
2	1/2" x close blk. nipples	.24
1	1/2" x 4 1/2" blk. nipple	.18
1	General 1A-25A filter	4.00
22"	18/2 thermostat cable	1.54
2"	12/2 Romex	.24
1	Romex connector	.15
4	staples	.16

PAUL

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 2

Your No.

Date 5/8-7/11/58

Invoice No. 50355

By

		total for materials	31.88		
		Less 30% discount on materials	<u>9.56</u>	22.32	
		Labor: connecting oil tank and installing your warm air furnace in Collamer house		89.20	111.52

W. J. THORN

Thorin's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

4/1-6/9/58

50161

Date

Invoice No.

By

Your No.

61	5/8" copper tubing, Type K	52.46		
2	5/8" copper caps	1.24		
3	3" soil ells	4.95		
1	3" soil 1/8 bend	1.36		
1	3x3x4" soil tee	4.90		
5	3" double hub soil pipe	6.20		
15	3" single hub soil pipe	17.10		
1 1/2	4" soil pipe	2.06		
12	3" caulking joints	15.00		
2	4" caulking joints	3.00		
2	5/8" copper couplings	.80		
1	5/8" 2 pc. flare union	1.38		
1	5/8" copper x male adapter	.22		
1	5/8" copper tee	.26		
52	5/8" soft copper tubing	22.88		
3	1 1/2" galv. drainage ells	4.14		
7	1 1/2" galv. pipe	4.69		
1	adjustable brass bath trap	4.75		
7	5/8" copper ells	1.12		
2	5/8" copper ells	.80		
1	5/8" copper x 1/2" female adapter	.50		
2	5/8" copper stop and waste valves	2.60		
	Less 30% discount on materials	152.41		
	roughing-in plumbing and installing your	45.72		
	plumbing fixtures in DeRomo house		106.69	
			111.40	218.09

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH
Terms:

Your No.

Date 4/22-7/2/58

Invoice No. 50293

By

2	#3300X6 adapters	2.40		
2	#48X6B adapters	2.64		
2	#48X8 adapters	2.60		
2	#41X8 adapters	2.62		
2	#41X6 adapter ells	1.48		
3	1 $\frac{1}{2}$ " blk. 90 deg. ells	2.37		
2	1 $\frac{1}{4}$ " blk. nipples	.66		
8	1 $\frac{1}{4}$ " blk. pipe	3.84		
1	1 $\frac{1}{4}$ " galv. single vent cap	.85		
1	1 $\frac{1}{2}$ "x1 $\frac{1}{4}$ " blk. bushing	.45		
1	2" cast Kron fill cap	2.10		
1	$\frac{1}{2}$ " blk. plug	.14		
1	2x $\frac{1}{2}$ " galv. double tapped bushing	1.60		
7 $\frac{1}{2}$	$\frac{1}{2}$ " blk. pipe	1.50		
10	$\frac{3}{8}$ " type L soft copper tubing	3.20		
2	$\frac{3}{8}$ "x $\frac{1}{4}$ " blk. bushings	.52		
2	$\frac{1}{4}$ " blk. 90 deg. ells	.68		
1	$\frac{1}{4}$ " blk. union	.93		
1	$\frac{1}{4}$ "xclose blk. nipple	.12		
1	$\frac{1}{4}$ "x2" blk. nipple	.12		
1	$\frac{1}{4}$ "x2"-blk.-nipple Fulflo filter	1.30		
4	1 $\frac{1}{2}$ " Romex	.40		
20	18/2 thermostat cable	1.40		
6	#8 sheet metal screws	.12		
		34.04	28.83	
	Labor: connecting oil tank and installing your	10.21*		
	warm air furnace in DeRomo house			
	*30% discount on materials		61.50	85.33

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Thorn's, Inc.

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TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 4/21-5/9/58

Invoice No.

50292

By

3	1 $\frac{3}{4}$ " blk. 90 deg. ells	2.37		
2	1 $\frac{1}{4}$ " blk. nipples	.66		
8	1 $\frac{1}{4}$ " blk. pipe	3.84		
1	1 $\frac{1}{4}$ " galv. single vent cap	.85		
1	1 $\frac{1}{2}$ " x 1 $\frac{1}{4}$ " blk. bushing	.54		
1	2" cast iron fill cap	2.10		
1	2x1 $\frac{1}{2}$ " galv. double tapped tank bushing	1.60		
3 $\frac{1}{2}$	1 $\frac{1}{4}$ " blk. pipe	.70		
5	1 $\frac{1}{4}$ " type L soft copper tubing	1.60		
2	1 $\frac{1}{2}$ " x 1 $\frac{1}{4}$ " blk. bushings	.52		
2	1 $\frac{1}{4}$ " blk. 90 deg. ells	.68		
1	1 $\frac{1}{4}$ " blk. union	.93		
1	1 $\frac{1}{4}$ " x close blk. nipple	.12		
1	1 $\frac{1}{4}$ " x 2" blk. nipple	.12		
1	1 $\frac{1}{4}$ " x 3 $\frac{1}{2}$ " blk. nipple	.16		
1	General 125A oil filter	4.00		
20	18/2 thermostat cable	1.40		
6	#8 sheet metal screws	.12		
1	1 $\frac{1}{2}$ " x 1 $\frac{1}{4}$ " copper x male adapter	.48		
1	1 $\frac{1}{2}$ " x 1 $\frac{1}{4}$ " adapter ell	.52		
2	1 $\frac{1}{2}$ " x 8" flare unions	.50		
1	1 $\frac{1}{2}$ " blk. plug	.14		
		23.95		
	Less 30% discount on material	7.18		
	Labor: connecting oil tank and your warm air furnace in Mastroianni house		16.77	
			75.15	91.92

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Cleafield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: Net Cash

Page 1

Your No.

Date 5/22/58-7/1/58 Invoice No. 50393

By

3	4" terra cotta ells, slip jdnt type	7.20
2	4" terra cotta yees, slip joint type	4.80
1	4" terra cotta 1/8 bend, slip joint	2.40
20	4" terra cotta pipe, slip joint	12.00
1	1 1/8" galv. drainage ell	1.38
1	1 1/8" galv. 45 deg. drainage ell	1.38
1	1 1/8" galv. nipple	.53
7	1 1/8" galv. pipe	4.69
1	1 1/8" adjustable bath trap	4.75
1	1 1/8" copper 45 deg. drainage ell	.80
1/2	1 1/8" copper tubing DWV	.55
1	2" double hub soil fitting	1.20
1	9x9x3" cast iron floor drain	4.09
4	1/2" copper tees	1.04
7	1/2" copper ells	1.12
40	1/2" copper tubing	17.60
5	1/2" copper x female adapters	1.70
2	1/2" copper x 1/2" female adapters	1.00
1	1/2" copper x 1/2" male adapter	.38
8	1/2" copper straps	.64
48	1/2" type K copper tubing	41.28
1	1/2" 2-pc. flare union	1.38
1	1/2" copper ell	.40
1	1/2" sill cock	1.15
1	1/2" copper stop and waste valve	1.30

COPY

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 2

Your No.

Date 5/22-7/1/58

Invoice No. 50393

By

1 2x1 $\frac{1}{2}$ " copper tee

2.27

Less 30% discount on materials

117.03

35.11

81.92

Labor: roughing-in plumbing and installing
your plumbing fixtures in the Holt house

159.00

240.92

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 6/18/58-7/2/58

Invoice No.

50536

By

42"	3/8" type L soft copper tubing	13.44
2	2" blk. 90 deg. ells	2.92
3	1 1/4" blk. 90 deg. ells	2.37
1	2" cast iron hinge type fill cap	2.10
1	1 1/4" galv. single vent cap	.85
1	1 1/2" x 1 1/4" vent alarm with gauge	3.90
4	1 1/4" x 6" blk. nipples	2.16
1	1" blk. plug	.14
3 1/2	2" blk. pipe	2.79
4"	1 1/4" blk. pipe	1.92
1	2" double tapped tank bushing	1.60
42"	1/2" blk. pipe	.70
1	1/2" blk. st. ell	.47
1	1/2" x 3/8" galv. ell	.51
4	1/2" flare x 1/4" ips adapters with nuts	1.60
7	1/2" copper tubing straps	.56
1	General 2A-700 filter	5.50
25"	18/2 thermostat cable	1.75
6	insulated staples	.24
		45.52
Labor:	Less 30% discount on materials connecting oil tank and installing your warm air furnace in the Holt house	13.66
		31.86
		70.20
		102.06

copy

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

December 10, 1959
Date

NET CASH

Terms:

Your No. Date 7/7-9/22/58 Invoice No. 50586 By

3	4" soil 45 deg. ells	5.85		
1	4" soil ell	2.40		
1	4" soil tee	3.60		
1	4" soil yee	3.60		
1	2" double hub soil pipe fitting	1.20		
10	4" double hub soil pipe	15.00		
15	4" single hub soil pipe	20.55		
5	1½" galv. nipples	2.65		
3	1½" galv. drainage ells	4.14		
1	cast iron closet floor flange	1.45		
20	¾" type K copper tubing	17.20		
2	¾" copper caps	2.24		
16	4" caulked joints	24.00		
1	1½" galv. BS union	2.51		
10	¾" copper tubing	4.40		
4	¾" copper ells	1.60		
1	¾" copper x ¾" female adapter	.50		
1	¾" copper x ¾" female adapter	.34		
1	¾" copper tee	.26		
3	¾" copper ells	.48		
		112.97		
	Less 30% discount on materials	<u>33.89</u>	79.08	
	Labor: roughing-in plumbing and installing your plumbing fixtures in Haney house		<u>163.00</u>	242.08

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CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 7/11-8/19/58

Invoice No. 50656

By

26	1" copper tubing	11.44
1	1/2" blk. plug	.14
1	1 1/2 x 1 1/2" blk. bushing	.54
3	1 1/4" blk. ells	2.37
2	1 1/4 x 6" blk. nipples	1.08
4	1 1/4" blk. pipe	1.92
1	1 1/4" galv. vent cap	.85
2 1/2	2" blk. pipe	1.98
1	2" cast iron hinge type fill cap	2.10
1	2" blk. duplex tank bushing	1.60
3 1/2	1/2" blk. pipe	.70
7	1/2" type L soft copper tubing	2.24
3	1/2" flare unions with nuts	1.50
6	1/4" blk. ells	1.80
2	1/2 x 3" blk. nipples	.28
1	Fulfflo oil filter	6.25
3	1/4" x close blk. nipples	.36
2	1/4 x 4" blk. nipples	.34
1	1/4 x 6" blk. nipple	.23
2	1/4" blk. unions	1.86
2	1/4 x 1/2" blk. bushings	.52
1	jt. 5" galv. smoke pipe	1.05
2	1/2" flare x 1/4" ips adapters	.80
2	Romex connectors	.24
4	12/2 Romex	.48
20	18/2 thermostat wire	1.40
6	staples	.03

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CLEARFIELD, PA.

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms:

Page 2

NET CASH

Your No.

Date 7/11-8/19/58

Invoice No.

50656

By

2 1/8x3" toggle bolts
2 lbs. asbestos cement

.20
.22

44.52

13.36

31.16

Less 30% discount on materials
Labor: connecting oil tank and installing
your warm air furnace in Haney house

44.52

13.36

54.95

86.11

copy

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INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 8/22/58

Invoice No. 50797

By

1	$\frac{1}{2}$ " copper x male adapter	.22
1	$\frac{1}{2}$ " copper lug ell	.42
4-1/3	- $\frac{1}{2}$ " copper tubing	1.91
4	1/8x2" toggle bolts	.40
Less 30% discount on material		<u>2.95</u>
		.88

Labor: installing shower to tub with curtain
rod in Collamer house

2.07
12.00

14.07

CDW

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 8/29-9/30/58

Invoice No.

50867

By

75	4" copper tubing, Type K	64.50		
1	4" soil yee	3.60		
3	4" soil 1/8 bends	5.85		
2	4" soil ells	4.80		
20	4" single hub soil pipe	27.40		
10	4" double hub soil pipe	15.00		
14	4" caulked joints	21.00		
4	1/2" copper tees	1.04		
10	1/2" copper ells	1.60		
20	1/2" copper tubing	8.80		
2 1/2	1 1/2" galv. pipe	1.68		
1	1 1/2" galv. coupling	.81		
1	1/2" copper stop and waste valve	1.30		
		<u>157.38</u>		
	Less 30% discount on materials	<u>47.21</u>	110.17	
	Labor: roughing-in plumbing and installing your plumbing fixtures in Moyer house		<u>117.75</u>	227.92
				COPY

Thorn's, Inc.

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TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 9/16-10/23/59 Invoice No. 50942

By

10'	4" double hub soil pipe	15.00		
15'	4" single hub soil pipe	20.55		
1	4" soil yee	3.60		
2	4" soil 1/8 bends	3.90		
1	4" soil ell	2.40		
1	4" soil ell with 2" heel opening	3.75		
2	1 1/2" galv. drainage ells	2.76		
6	1 1/2" galv. nipples	2.88		
45'	5/8" type K copper tubing	38.70		
1	5/8" copper ell	.38		
1	5/8" copper stop and waste valve	1.50		
1	5/8" copper x 1/2" female adapter	.48		
1	5/8" two-pc. flare union	1.38		
1	1 1/4" vent cap	.85		
Less 30% discount on materials		98.13		
		29.44	68.69	
Labor: roughing-in plumbing and installing your plumbing fixtures in the Kelly house			164.65	
				233.34

COPY

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INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

9/18-12/6/58

Date

Invoice No.

50950

By

Your No.	Date	Invoice No.	By
55	1/2" type K copper tubing	47.30	
1	4" soil yee	3.60	
1	4" soil ell	2.40	
1	4" soil ell with 2" heel opening	3.75	
15	4" single hub soil pipe	20.55	
10	4" double hub soil pipe	15.00	
1	4" lead roof flange	4.95	
1	1 1/2" adjustable bath trap	4.75	
2	1 1/4" galv. drainage ells	2.76	
2	1 1/8" galv. nipples	1.06	
2	1 1/2" galv. pipe	1.34	
1	1/2" copper lug ell	.40	
6	1/2" copper x male adapters	1.20	
3	1/2" copper tees	.78	
8	1/2" brass nipples	5.44	
1	1/2" brass ell	.78	
20	1/2" copper tubing	8.80	
1	two-pc. flare union	1.38	
2	1/2" copper caps	.76	
1	1/2" copper stop and waste valve	1.30	
7	1/2" copper ells	1.12	
2	1/2" copper x female adapters	.96	
		130.38	
	Less 30% discount on materials	39.11	91.27
	Labor: roughing-in plumbing and installing your fixtures in your present office model home		125.25
			216.52

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Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold □

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 1

Your No.

Date 9/25-10/23/58

Invoice No. 50976

By

20'	4" terra cotta pipe, slip joint	12.00
2	4" terra cotta yees, slip joint	4.80
3	4" terra cotta ells, slip joint	7.20
1	9x9x3" cast iron floor drain	4.09
5'	3" soil pipe	5.70
1	3" soil ell	1.65
1	4x3" cast iron closet flange	1.45
1	1" copper lug ell	.40
1	1" copper ell	.16
4	1" copper x male caps	.80
29'	1" copper tubing	12.76
1	bath divertor spout	5.75
2	1" copper caps	4.00
2	1" chrome finished extension piece	2.44
7	copper tees	1.82
8	copper ells	1.28
2	copper caps	.52
2	copper x female adapters	.68
1	copper stop and waste valve	1.30
1	1" copper x 1/2" female adapter	.50
15	copper straps	1.20
2	copper couplings	.52
3	1" copper 45 deg. ells	.66
1	1 1/2" copper x drainage ell	.93
1'	1 1/2" copper drainage tubing	1.09

COIN

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Cleafield Construction Company
to P. O. Box 428
Clearfield, Pa.

1959
Date December 10, 1960

Terms: NET CASH

Page 2

Your No.

Date 9/25-10/23/58

Invoice No.

50976

By

1	$\frac{1}{2}$ " NEKKEE sill cock	1.15	
	Less 30% discount on materials	74.85	
		22.45	52.40
	Labor: roughing-in plumbing and installing your plumbing fixtures in the Ford house; also roughing-in for toilet in basement	136.50	
			188.90

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 9/30-10/15/58 Invoice No. 51000

By

2	cans Neutroda neutralizer	3.50
2	1" blk. st. ells	.94
2	1" blk. ells	.68
1	1" blk. union	.93
2	1x6" blk. nipples	.46
2	1x2½" blk. nipples	.26
2	5/8" pipe x 1/2" flare adapters	.50
2	1x1/2" flare union adapters	.60
2	1/2" flare unions	.50
1	Fulfilo oil filter	6.25
1	1/2" blk. plug	.14
3	2" blk. pipe	2.37
10	1½" blk. pipe	4.80
1	1½x1½" blk. bushing	.54
1	2" duplex tank bushing	1.60
3	1½" blk. ells	2.37
1	1½"xshort blk. nipple	.29
1	1½" galv. vent cap	.85
1	1½"-g 2" blk. pipe cap	1.03
60	5/8" soft copper tubing	19.20
30	18/2 thermostat cable	3.00
		<u>50.81</u>
	Less 30% discount on materials	<u>15.24</u>
	Labor: connecting oil tank and installing your warm air furnace; including repairing oil line to burner which your workmen installed in Moyer house	35.57
		<u>126.90</u>
		162.47

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Thorn's, Inc.

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Page 1

Your No.

Date 10/8-11/22/58 Invoice No.

51037

By

10'	4" soil pipe, single hub	15.00
10'	4" double hub soil pipe	13.70
1	4" soil ell	2.40
1	2" copper stop and waste	1.50
1	2" copper coupling	.40
70'	2" copper tubing, Type K	60.20
1	4" soil ell with 2" heel opening	3.75
1	4" soil tee	3.60
1	cast iron closet flange	1.45
12	4" caulked joints	18.00
8	2" copper tees	2.08
27	2" copper ells	4.32
74'	2" copper tubing	32.56
1	2" copper lug ell	.40
2	2" boiler drain cocks	2.30
14	2" copper x male adapters	3.08
1	1 1/2" brass adjustable bath trap	4.75
2	1 1/2" galv. drainage ells	2.76
6'	1 1/2" galv. pipe	4.02
4	2" copper ells	1.60
2	2" sill cocks	2.30
3	2" brass ells	2.40
2	2" brass ells	1.04
1	1 1/2" chrome finished high floor plate	.40
3	3/8" chrome finished high floor plates	.90

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Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

1959
Date December 10, 1961-

Terms: NET CASH

Page 2

Your No.

Date 10/8-11/22/58 Invoice No. 51037

By

5	½" copper stop and waste valves	6.50	
1	chrome finished bath waste	8.75	
1	chrome finished tub filler with shower	16.75	
	Less 30% discount on materials	216.91	151.84
		65.07	
	Labor: roughing-in plumbing and installing your plumbing fixtures in Sheehan house	161.15	312.99

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 10/20-11/10/58

Invoice No.

5 195

By

5	1 $\frac{1}{4}$ " blk. ells	3.95		
14	1 $\frac{1}{2}$ " blk. pipe	6.72		
2	2" blk. ells	2.92		
5	2" blk. nipples	3.10		
1	Fulfilo filter	6.50		
1	vent alarm	3.90		
1	2" fill cap	1.20		
1	1 $\frac{1}{4}$ " ventcap	.85		
1	2" duplex bushing	1.60		
4	$\frac{5}{8}$ " flare unions with nuts	1.80		
45	$\frac{5}{8}$ " copper tubing	14.40		
2	1 $\frac{1}{4}$ " blk. nipples	.80		
3	lbs. portland cement	.09		
1	$\frac{1}{2}$ " blk. plug	.14		
	Less 30% discount on materials	47.97	33.58	
	Labor: connecting oil tank and installing your warm air furnace in Ford house	14.39	88.55	122.13

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to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

10/21-10/25/58

Date

Invoice No. 51196

By

Your No.	Description	Quantity	Unit Price	Line Total	Sub Total	Less 30% discount on materials	Sub Total	By
1	Fulflo filter		6.25					
3	$\frac{3}{8}$ " blk. nipples		.52					
2	7" galv. smoke pipe		1.44					
1	2" duplex bushing		1.60					
1	2" blk. pipe cap		1.03					
21	2" blk. pipe		16.59					
18	$\frac{3}{8}$ " copper tubing		5.76					
9	$1\frac{1}{4}$ " blk. pipe		4.32					
3	$1\frac{1}{4}$ " blk. ells		2.37					
6	$\frac{3}{8}$ " flare unions with nuts		2.70					
1	$1\frac{1}{4}$ " vent cap		.85					
1	$\frac{1}{2}$ " blk. plug		.14					
1	$\frac{1}{2} \times \frac{1}{4}$ " blk. bushing		.28					
6	$\frac{1}{4}$ " galv. ells		2.58					
2	$\frac{3}{8} \times \frac{1}{4}$ " galv. ells		1.02					
10	$\frac{1}{4}$ " blk. nipples		1.40					
35	18/2 thermostat cable		3.50					
				52.35				
				15.70				
					36.65			
							84.75	
								121.40

COPY

Labor: installing dl tank and your warm air
furnace in the Kelly house

Thorn's, Inc.

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TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

11/10-11/29/58

Your No.

Date

Invoice No. 51231

By

1	2x $\frac{1}{2}$ x $\frac{1}{2}$ " double tapped bushing	1.60	
1	2" blk. pipe cap	1.03	
30"	2" blk. pipe	1.98	
3	1 $\frac{1}{4}$ " blk. 90 deg. ells	2.37	
7	1 $\frac{1}{4}$ " blk. pipe	3.36	
1	1 $\frac{1}{4}$ " vent cap	.85	
1	General 1A-125A filter	4.00	
15	$\frac{3}{8}$ " type L soft copper tubing	4.80	
2	$\frac{1}{2}$ " copper x female adapters	.68	
3	$\frac{1}{2}$ " female x $\frac{3}{4}$ " ips flare adapters	.75	
3	$\frac{1}{4}$ " blk. ells	1.02	
2	$\frac{1}{4}$ x2" blk. nipples	.24	
1	$\frac{1}{4}$ x2 $\frac{1}{2}$ " blk. nipple	.13	
20	18/3 thermostat cable	2.00	
1	Romex connector	.15	
2	1/8x2" toggle bolts	.20	
5	14/2 Romex	.45	
	Less 30% discount on materials	<u>7.68</u>	17.93
	Labor: connecting oil tank and installing your warm air furnace in your present office model home		<u>86.75</u>
			104.68

READY

Thorn's, Inc.

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CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Date 11/13-12/16/58 Invoice No.

51239

By

40'	5/8" copper tubing, Type K	34.40		
1	1/2" two-pc. flare union	1.38		
28'	4" terra cotta pipe, slip joint	16.80		
2	4" terra cotta yees, slip joint	4.80		
3	4" terra cotta ells, slip joint	7.20		
1	1 1/2" copper cap	2.00		
2	1/2" copper couplings	.52		
30'	1/2" copper tubing	13.20		
1	1 1/2" brass bathtrap	4.75		
5	3/8" copper ells	.80		
5	1/2" copper tees	1.30		
1	1/2" relief valve	2.25		
1	5/8" copper x 3/8" male adapter	.22		
2	5/8" copper stop and waste valves	2.60		
1	1/2" sill cock	1.15		
4	5/8" copper x male adapters	.88		
1	1" copper x 1/2" female adapter	.50		
12	1/2" copper straps	.96		
	Less 30% discount on materials	95.71		
	Labor: roughing-in plumbing and installing your plumbing fixtures in the McDonnell house	28.71	67.00	
			147.00	214.00

COPY

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INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pennsylvania

Date December 10, 1959

NET CASH

Terms:

11/13/58-

Date 1/8/59

Invoice No.

51244

By

Your No.	Description	Quantity	Unit	Unit Price	Line Total	
45	5/8" copper tubing, Type K	1	ft	38.70	38.70	
1	1/2" 2-pc. flare union	1	pc	1.38	1.38	
4	4" terra cotta slip joint ells	1	pc	9.60	9.60	
3	4" terra cotta slip joint yees	1	pc	7.20	7.20	
2	4" terra cotta slip joint 1/8 bends	1	pc	4.80	4.80	
34	4" terra cotta slip joint pipe	1	pc	20.40	20.40	
2	3" copper drainage 45 deg. ells	1	pc	3.45	3.45	
1	1/2" copper lug ell	1	pc	.40	.40	
6	1/2" copper x male adapters	1	pc	1.32	1.32	
39	1/2" copper tubing	1	pc	17.16	17.16	
2	1 1/8" adjustable bath traps	1	pc	9.50	9.50	
2	1 1/8" copper drainage ells	1	pc	1.86	1.86	
3	1 1/8" copper tubing DVW	1	pc	3.27	3.27	
22	1/2" copper straps	1	pc	1.76	1.76	
17	1/2" copper ells	1	pc	2.72	2.72	
6	1/2" copper tees	1	pc	1.56	1.56	
3	1/2" copper xfemale adapters	1	pc	1.02	1.02	
2	1/2" copper stop and waste valves	1	pc	2.60	2.60	
1	1/2" drain cock	1	pc	1.15	1.15	
1	1/2" sill cock	1	pc	1.15	1.15	
3	1/4" copper x 1/2" female adapters	1	pc	1.50	1.50	
1	9x9x3" cast iron floor drain	1	pc	4.09	4.09	
	Less 30% discount on materials				136.59	
					-40.98	95.61

Thorn's, Inc.

312 E. MARKET STREET
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CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

Page 2
11/13/58 -
Date 1/8/59

Invoice No. 51244

By

Labor: roughing-in for plumbing and
installing your plumbing fixtures in
the Welsh house

200.30

295.91

COPY

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CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.

1 1 1/4" vent cap Date 12/9-12/19/58 Invoice No. 511408

1	1 1/4" vent cap	.85
2	1/4" x close blk. nipples	.24
1	duplex double tapped tank bushing	1.60
1	1 1/2x1 1/4" vent alarm	3.90
1	1/2" plug	.14
1	2" fill cap	1.20
2	2" blk. ells	2.92
3	1 1/4" blk. ells	2.37
4	1 1/4" x 6" blk. nipples	2.16
65	3/8" copper tubing	20.80
7	2" blk. pipe	5.53
10	1 1/4" blk. pipe	4.80
4	3/8" flare unions with nuts	1.80
1	Fulflo oil filter	6.50
35	18/2 thermostat cable	3.50
1	Sundstrand anti-hum device	1.95
	Less 30% discount on materials	<u>60.26</u>
		<u>18.08</u>
		42.18

Labor: connecting oil tank and installing
your warm air furnace in the McDonnell house

90.15

132.33

COP

Thorn's, Inc.

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PLUMBING HEATING COOLING
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WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH
Terms:

Your No.

Date 12/18/58

Invoice No. 51472

By

42"	½" blk. pipe	.70		
1	2x $\frac{1}{2}$ x $\frac{1}{2}$ " tank bushing	1.60		
1	Fulflo filter cartridge	1.30		
42"	$\frac{3}{8}$ " type L soft copper tubing	13.44		
2	$\frac{1}{2}$ " flare x $\frac{1}{4}$ " ips adapters with nuts	1.00		
1	$\frac{1}{4}$ x2" blk. nipple	.12		
1	$\frac{1}{4}$ " blk. ell	.34		
1	$1\frac{1}{2}$ x $1\frac{1}{4}$ " vent alarm	3.90		
3	$1\frac{1}{4}$ " blk. 90 deg. ells	2.37		
2	2" blk. 90 deg. ells	2.92		
1	1 $\frac{1}{4}$ " vent cap	.85		
1	2" swinging hinge blk. fill cap	1.20		
6"	1 $\frac{1}{4}$ " blk. pipe	2.88		
4 $\frac{1}{2}$ "	2" blk. pipe	3.56		
1	$\frac{1}{2}$ " blk. plug	.14		
8	$\frac{1}{2}$ " plastic tubing straps	.32		
2	BX connectors	.50		
30'	18/2 thermostat cable	3.00		
6	staples	.03		
3	1/8x2" toggle bolts	.30		
1	Fulflo oil filter	6.50		
	Less 30% discount on materials	46.97		
		<u>14.09</u>	32.88	
	Labor: connecting oil tank and installing your warm air furnace in Welsh house		71.00	103.88

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WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

3/3/59-6/2/59

51829

Date

Invoice No.

By

Your No.	Description	Quantity	Unit Price	Amount
34	4" terra cotta pipe, slip joint type	1	20.40	
2	4" slip joint terra cotta yees	2	4.80	
3	4" terra cotta ells, slip joint	3	7.20	
1	3" double hub soil fitting	1	1.50	
1	1" copper coupling	1	.26	
1	1 1/2" adjustable bath trap	1	4.75	
1	1" copper x male adapter	1	.22	
1	1" copper coupling	1	.26	
36	4" type K copper tubing	36	30.96	
1	9x9x3" cast iron floor drain	1	4.09	
1	1" copper stop and waste valve	1	1.50	
1	1" copper ell	1	.40	
1	1" flare x male adapter	1	.38	
4	1" copper stop and waste valves	4	5.20	
2	1" drain cocks	2	3.30	
2	1" copper lug ells	2	.80	
8	1" copper ells	8	1.28	
1	1" relief valve	1	2.25	
1	1" copper x female adapter tee	1	.46	
2	1" copper x 1/2" female adapters	2	1.00	
2	1" copper tees	2	.52	
2	1" copper 45 deg. st. ells	2	.6L	
4	1" copper straps	4	.36	
3	1/2" copper straps	3	.2L	
1	iron hanger	1	.1L	
3	1" copper x male adapters	3	.66	

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WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

L

Page 2

Your No.

Date 3/3/59-6/2/59 Invoice No. 51829

By

1	1 $\frac{1}{2}$ " copper drainage ell	,93		
1	$\frac{1}{2}$ " sill cocks	1.15		
14'	$\frac{1}{2}$ " copper tubing, type L	6.16		
16'	$\frac{3}{4}$ " copper tubing, Type K	<u>13.76</u>		
	Less 30% discount on materials	<u>114.57</u>		
	roughing-in plumbing and installing your	<u>34.37</u>	80.20	
Labor:	fixtures in the Spangler house		<u>166.90</u>	
				247.10

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TELEPHONE: POPLAR 5-9601 CLEARFIELD, PA.

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PLUMBING HEATING COOLING
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WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
to P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 3/24-5/2/59

Invoice No. 51889

By

28	4" terra cotta pipe, slip joint	16.80
2	4" terra cotta yees, slip joint	4.80
3	4" terra cotta ells, slip joint	7.20
1	9x9x3" cast iron floor drain	4.09
1	5 ft. curtain rod for tub	3.00
2	Molley screws	.20
7	5/8" copper strap hangers	.63
4	5/8" copper bushings	1.76
4	5/8" copper 45 deg. ells	.88
3	5/8" copper x female tees	1.38
2	5/8" copper lug ells	.80
5	5/8" copper x male adapters	1.10
1	5/8" relief valve	2.25
3	5/8" copper ells	.48
1	5/8" brass ell	.96
2	5/8" copper x 5/8" male adapters	.44
30	5/8" copper tubing	13.20
2	5/8" copper stop and waste valves	2.60
1	5/8" sill cock	1.15
35	5/8" soft copper tubing, type K	30.10
	Less 30% discount on material	93.82
	Labor: roughing-in plumbing and installing your plumbing fixtures in the Barger house	28.15

65.67

177.75

243.42

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WATER SYSTEMS
REPAIR SERVICES

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to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

4/29-5/6/59

52066

Your No.	Date	Invoice No.	By
1	1 1/2x1 1/4" vent alarm	3.90	
80	5/8" type L soft copper tubing	25.60	
18	3/8" copper tubing straps	1.44	
1	2x2 1/2" duplex tank j bushing	1.60	
3 3/8	1/2" blk. pipe	.70	
1	1 1/4" blk. union	1.98	
3	1 1/4" blk. 90 deg. ells	2.37	
2	2" blk. 90 deg. ells	2.92	
1	1 1/4x6" blk. nipple	.54	
1	2x6" blk. nipple	.80	
1	2" hinge type fill cap	1.20	
1	1 1/4" galv. vent cap	.85	
6	2" blk. pipe	4.74	
8	1 1/4" blk. pipe	3.84	
1	1/2" blk. plug	.14	
1	#1A-25A General filter	4.00	
2	1" female x 5/8" ips adapters with nuts	.50	
2	1" flare x 1" ips adapters with nuts	.50	
4	1 1/4x6" blk. nipples	2.16	
1	1 1/4x3" galv. nipple	.36	
1	1/2" blk. ell	.43	
1	3 1/4" galv. junction box	.27	
1	3 1/4" galv. junction box cover	.13	
5	N-76 wire nuts	.30	
Less 30% discount on materials		61.27	
Labor: installing oil tank and connecting your warm nace in the Barger house		18.38	42.89
		air fur-	68.80
			111.69

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Thorn's, Inc.

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1959

Terms: NET CASH

Your No.	Date	Invoice No.	By
2	4/13-7/13/59	52000	
1	4" terra cotta slip joint yees	4.80	
1	9x9x3" cast iron floor drain	4.09	
22	4" terra cotta slip joint pipe	13.20	
3	4" terra cotta slip joint ells	7.20	
1	1 1/2" brass adjustable bath trap	4.75	
2	copper caps	.32	
38	3/4" type K copper tubing	32.68	
1	copper stop and waste valve	1.50	
1	copper ell	.40	
1	1/4" flare x male adapter union	1.38	
30	1/2" copper tubing	13.20	
1	1/2" copper stop and waste valve	1.30	
2	1/2" copper tees	.52	
8	1/2" copper ells	1.28	
1	1/2" relief valve	2.25	
1	1/4" copper x male adapter	.38	
1	1/4" copper x male adapter	.38	
1	1/4x1/2" copper ell	.40	
2	1/2" copper x female adapters	.68	
3	1 1/2" copper tubing, DVW	3.27	
3	1 1/2" copper drainage ells	2.79	
1	1 1/4" lavatory spud gasket	.25	
		97.02	
	Less 30% discount on materials	29.11	
Labor:	roughing-in plumbing and installing your plumbing fixtures in the Cowder house	67.91	
		142.40	210.31

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PLUMBING HEATING COOLING
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WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 5/14/59-6/16/59 Invoice No. 52117

By

1	1 $\frac{1}{4}$ " vent cap	.85		
1	2" fill cap	1.20		
3 $\frac{1}{2}$	2" blk. pipe	2.77		
3 $\frac{1}{2}$	1 $\frac{1}{2}$ " blk. pipe	.70		
1	1 $\frac{1}{2}$ x1 $\frac{1}{4}$ " bushing	.54		
1	duplex tank bushing	1.60		
3	1 $\frac{1}{4}$ " blk. ells	2.37		
7	1 $\frac{1}{4}$ " blk. pipe	3.36		
1	Fulfflo oil filter	6.50		
1	1 $\frac{1}{2}$ " blk. plug	.14		
1	2x6" blk. nipple	.80		
1	2" blk. coupling	1.55		
80	3" copper tubing	25.60		
2	3" flare unions with nuts	.90		
30	18/2 thermostat cable	3.00		
4	1/2" galv. ells	1.72		
6	1 $\frac{1}{4}$ " blk. nipples	.84		
2	1 $\frac{1}{4}$ " blk. bushings	.52		
2	1 $\frac{1}{4}$ " brass gate valves	7.12		
2	1 $\frac{1}{4}$ " blk. unions	1.86		
		63.94		
	Less 30% discount on materials	19.18		
	or: installing oil tank and connecting your warm air furnace in the Cowder house		44.76	
			79.65	124.41

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Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

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PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold

to Clearfield Construction Company
P. O. Box 428
Clearfield, Pa.

Date December 10, 1961

Terms: NET CASH

Date 4/7-5/29/59

Invoice No. 51982

By

Your No.

2	2" blk. 90 deg. ells	2.92		
4	2" blk. pipe	3.16		
1	2" blk. hinge type fill cap	1.20		
1	2x6" blk. nipple	.80		
1	2x $\frac{1}{2}$ x $\frac{1}{2}$ " double tapped bushing	1.60		
3	1 $\frac{1}{4}$ " blk. 90 deg. ells	2.37		
1	1 $\frac{1}{4}$ " blk. union	1.98		
4	1 $\frac{1}{4}$ " blk. pipe	1.92		
4	1 $\frac{1}{4}$ x6" blk. nipples	2.16		
2	1 $\frac{1}{4}$ " x close blk. nipples	.58		
1	1 $\frac{1}{2}$ x1 $\frac{1}{2}$ " vent alarm	3.90		
1	1 $\frac{1}{4}$ " vent cap	.85		
58	$\frac{3}{8}$ " type L soft copper tubing	18.56		
3 $\frac{1}{2}$	1 $\frac{1}{2}$ " blk. pipe	.70		
1	1 $\frac{1}{2}$ " blk. plug	.14		
1	1 $\frac{1}{2}$ " Hammond #600 brass gate valve	3.56		
2	1 $\frac{3}{8}$ " x short blk. nipples	.24		
1	1 $\frac{1}{8}$ " blk. ell	.34		
1	General #1A-25A filter	4.00		
1	1 $\frac{3}{8}$ " blk. st. ell	.47		
14	$\frac{1}{2}$ " copper straps	1.12		
4	lbs. Portland cement and sand	.12		
26	roofing nails	.13		
20	18/2 thermostat wire	2.00		
Less 30% discount on material				54.82
Labor: installing oil tank and your warm air furnace in the Spangler house				16.45
				38.37
				60.05
				98.42

COPY

Thorn's, Inc.

312 E. MARKET STREET
TELEPHONE: POPLAR 5-9601

CLEARFIELD, PA.

INVOICE

PLUMBING HEATING COOLING
ELECTRICAL APPLIANCES
WATER SYSTEMS
REPAIR SERVICES

Sold Clearfield Construction Company
P. O. Box 428
to Clearfield, Pa.

Date December 10, 1959

NET CASH

Terms:

Your No.

Date 5/14/59-6/16/59 Invoice No. 52117

By

1	1 $\frac{1}{4}$ " vent cap	.85		
1	2 $\frac{1}{2}$ " fill cap	1.20		
3 $\frac{1}{2}$	2" blk. pipe	2.77		
3 $\frac{1}{2}$	$\frac{1}{2}$ " blk. pipe	.70		
1	1 $\frac{1}{2}$ x1 $\frac{1}{4}$ " bushing	.54		
1	duplex tank bushing	1.60		
3	1 $\frac{1}{2}$ " blk. ells	2.37		
7	1 $\frac{1}{4}$ " blk. pipe	3.36		
1	Fulfflo oil filter	6.50		
1	$\frac{1}{2}$ " blk. plug	.14		
1	2x6" blk. nipple	.80		
1	2" blk. coupling	1.55		
80	$\frac{3}{8}$ " copper tubing	25.60		
2	$\frac{3}{8}$ " flare unions with nuts	.90		
30	18/2 thermostat cable	3.00		
4	1/2" galv. ells	1.72		
6	$\frac{1}{4}$ " blk. nipples	.84		
2	$\frac{3}{8}$ " blk. bushings	.52		
2	$\frac{3}{8}$ " brass gate valves	7.12		
2	$\frac{1}{4}$ " blk. unions	1.86		
		63.94		
	Less 30% discount on materials	19.18	44.76	
	Labor: installing oil tank and connecting your warm air furnace in the Cowder house		79.65	124.41

COPY

Supreme Court of Pennsylvania
Eastern District

THOMAS P McGARRITY
PROTHONOTARY

GEORGE W DUNN, JR
DEPUTY PROTHONOTARY

PHILADELPHIA 7

November 21, 1962

Carl E. Walker, Esq.,
Prothonotary,
Court of Common Pleas,
Clearfield County Court House,
Clearfield, Pennsylvania

In Re: Thorn's, Inc., a corporation v. Clearfield
Construction Company, a corporation, Appellant
(Clearfield C. P. No. 310, February Term, 1961)
No. 309, January Term, 1962

Dear Mr. Walker:

In answer to your letter of November 20, 1962, this is to advise that Counsel for the Appellant requested that a Judgment of Non Pros. be entered in this case. However, the Court has not yet acted thereon.

You should hold the Writ and record in this case and you will be advised promptly when the case is either discontinued or Judgment of Non Pros. is entered by the Court.

Yours very truly,

Thomas P. McGarry
Prothonotary

ENT/