

DOCKET NO. 173

NUMBER	TERM	YEAR
<u>314</u>	<u>February</u>	<u>1961</u>

Superior Landscape Company

VERSUS

DuBrook Builders Supply, etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPERIOR LANDSCAPE COMPANY

vs.

No. 314; Feb. Term, 1961

JOHN H. OGORCHOCK, trading as
DuBROOK BUILDING SUPPLY

CONSTABLE'S RETURN OF SERVICE

Personally appeared ALEX CAMPBELL who being duly sworn according to law, deposes and says that he did serve the Notice of Appeal on James DeAngelo, owner of the Superior Landscape Company by personal service at his home, On Saturday, March 25, 1961 at 7:45 P.M.

Alex Campbell
Alex Campbell

Sworn to and subscribed
before me this 27th day
of March, 1961.

Constable's Charge \$4.00

Paid by Attorneys for
Defendant

Mrs. Della W. Egan

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPERIOR LANDSCAPE COMPANY

vs

No. 314, Feb. Term, 1961

JOHN H. OGORCHOCK, trading as
DUBROOK BUILDING SUPPLY

Superior Landscape Company,
James DeAngelo, Owner,
R. D. #1,
DuBois, Penna.

Dear Sir:

Please note that I have taken an appeal from the judgment obtained by you before Justice of the Peace, R. P. Neal in the above proceedings on February 28, 1961

Said appeal has been filed in the Court of Common Pleas of Clearfield County, as of Feb. Term, 1961, No. 314, on March 15 1961.

You are hereby notified to file a complaint within thirty (30) days after receipt of this notice, or judgment of non pros will be taken against you.

Very truly yours,

AMMERMAN & BLAKLEY

BY /s/ David S. Ammerman
Attorneys for Appellant

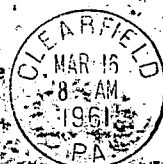
Return within
5 days to
P. O. BOX 115
DUBOIS, PA.

CERTIFIED MAIL
Nº 498322

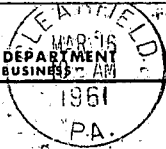
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. James DeAngelo,
Superior Landscape Company,
R. D. #1,
DuBois, Penna.

Returned
TO
Writer
REASON CHECKED
Unclaimed. ☒ Refused
For better address
Moved, Left no address
No each office in state



POST OFFICE DEPARTMENT
OFFICIAL BUSINESS



PRAY

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$3.00

PEACE

POSTMARK OF
DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN
TO

REGISTERED NO.

NAME OF SENDER

Ammerman & Blakley

CERTIFIED NO.

STREET AND NO. OR P. O. BOX

498322

Box 887

INSURED NO.

CITY, ZONE AND STATE

Clearfield Pa

POD Form 3811 Jan. 1958

C55-16-71548-4

1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐

Deliver *ONLY* to
addressee

☐

Show address where
delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE *(must always be filled in)*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED *(only if requested in item # 1)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPERIOR LANDSCAPE COMPANY :

vs :

No. 314, Feb. Term, 1961

JOHN H. OGORCHOCK, trading as :
DuBROOK BUILDING SUPPLY :

STATE OF PENNSYLVANIA :

SS

COUNTY OF CLEARFIELD :

Personally appeared DAVID S. AMMERMAN, who being duly sworn according to law, deposes and says that he is attorney for the Defendant in the above entitled matter, and that he did, pursuant to the rules applicable attempt to serve a notice of appeal in the above entitled action on the Plaintiff, by certified mail, but was unsuccessful in doing so, due to the fact that the Plaintiff would not claim the certified mail. Attached hereto is the envelope evidencing the attempted service which has been marked as "unclaimed".

And further deponent sayeth not.

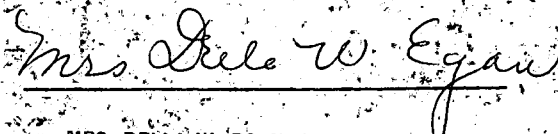


David S. Ammerman

Sworn to and subscribed

before me this 24 day of

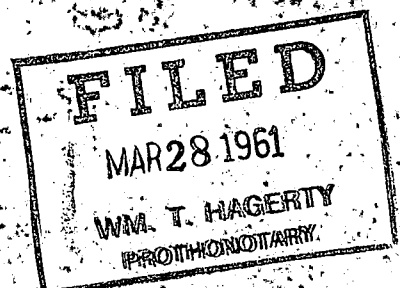
March, 1961



MRS. DELLA W. EGAN, Notary Public

DU BOIS, CLEARFIELD CO., PA.

My Commission expires Sept. 30, 1962



Superior Land Scape Company
DuBois, Pa.
VERSUS
DuBrook Builders Supply
DuBois, Pa.

COSTS OF		
Assumpsit		
Each		TAX HERE
.30	Summons	
.30	Entering Return	
.30	Entering action	
.25	Qualifying Const.	
.10	Oaths	
.25	Continuance	
.30	Subpoena	
.30	Subpoena D-T	
.75	Trial and Judgment	\$10.00
.25	Judgm't by Con. or Def't	
.60	Execution and Return	
.15	Return of Execution	
.25	Bail for Stay of Execution	
	Receiving and Paying over	
.20	Entering Discontinuance	
.20	Entering Satisfaction	
1.50	Appeal, including Recogni- zance and Return	
.75	Transcript and Cft.	
	CONSTABLE	
	James P. Clinton	
.20	Serving Summons	\$ 1.50
	Mileage	.20
	Serving Execution	
	Mileage	
	Levyng	
.15	Serving Subpoena	

CIVIL SUIT.

Summons, issued February 21st, to 61
James P. Clinton, Constable. Returnable
the 28th day of February 1961,
between the hours of 2 o'clock P. M.,
and 3 o'clock P. M.

served on Defendant by: Handing a true and attested copy
thereof to John Conrad, Mgr BuBrook Builders Supply
February 14th 1961, so answers James P. Clinton,
Constable.

Now February 28th 1961, The time for the hearing
haveing arrived both the Plaintiff and Defendant
appering, Defendant having his attorney David
Ammerman,

James V. DeAngelo, Sworn and Examined for the
Plaintiff, Stating that the defendant owed his
John Conrad, Mgr, BuBrook Builders Supply, sworn
and examined, Stating that his company had received
merchandise but was told by the Johnston Nurcery
that they had been over charged. No evidence was
Given as to how much the overcharge was.

Now February 28th 1961, After hearing the evidence
of both sides, I publicly declare Judgment in favor
of superior landscape Company, and against DuBrook
Builders Supply, in the sum of \$195.42 Plus \$11.70
Cost

Justice and Constables Cost paid by the Plaintiff

Now March 6th 1961, Defendant ask for transcript
in Appeal.

Now 19 Appeals
with bail in the sum of dollars:

OATH

County S. S.

Personally appeared before me, a Justice of the Peace in and for said county,
who being duly sworn according to law, deposeth and saith that it is not for the purpose of delay that he
takes this appeal, but that he believes that injustice has been done him.

Sworn and subscribed before me this day of A. D. 19
J. P.

BOND

Know all men by these presents that we Defendant and
are each held and firmly bound to the Plaintiff in the sum of
\$ conditioned for the payment of all costs that have accrued or may accrue or be
legally recovered from the appellant

Taken and acknowledged to before me this day of A. D. 19
J. P.

Clearfield County, ss:

I certify that the above is a correct Transcript of the proceedings had before me in the above suit,
and of record on my docket.

WITNESS my hand and seal this 9th day of March 1961

My commission expires January 1st 1962

No. Term,

Superior Landscape Company

Bu Bois, Pa.

VERSUS

DuBrook Builders Supply

Du Bois, Pa.

Transcript Appeal

FROM THE DOCKET OF

R. P. Neal

Clearfield, Pa.

Entered and filed

Prothonotary.

Attorney.

x Say "Of Appeal" or "Of Judgment" as the case may be.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPERIOR LANDSCAPE COMPANY

vs

No. 314, Feb Term, 1961

JOHN H. OGORCHOCK, trading
as DUBROOK BUILDERS SUPPLY

TO: WILLIAM T. HAGERTY, PROTHONOTARY:

NOW, March 15, 1961, Defendant Appeals..

AMMERMAN & BLAKLEY

BY

[Signature]
Attorneys for Defendant.

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

SS

JOHN H. OGORCHOCK, being duly sworn according to law;
deposes and says that he is the defendant above named; that the
appeal in the above case is not taken by defendant for the pur-
pose of delay, but because he truly believes that injustice has
been done.

[Signature]
John H. Ogorchock

Sworn to and subscribed

before me this 10th day of
March, 1961

[Signature]
Mrs. Della W. Egan

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPERIOR LANDSCAPE COMPANY

vs

No. _____

Term, 1961

JOHN H. OGORCHOCK, trading
as DUBROOK BUILDERS SUPPLY

BOND

We, JOHN H. OGORCHOCK, and John J. Conrad & Eleanor W. Conrad, surety, acknowledge ourselves to be indebted to Superior Landscape Company in the sum of Three Hundred and 00/100 (\$300.00) Dollars, to be levied out of our respective goods, chattels and lands and to be void on the condition that the judgment in the aforesaid case pending before Justice of the Peace, R. P. Neal, shall be set aside, otherwise to remain in full force and effect unless defendant herein on the affirmance of said judgment shall pay the debt, interest and costs accruing thereon.

John H. Ogorchock
John H. Ogorchock

John J. Conrad
Eleanor W. Conrad
Surety

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

No. 314; *Feb* Term, 1961

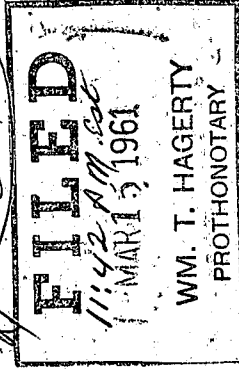
SUPERIOR LANDSCAPE COMPANY.

VS

JOHN H. OGORCHOCK, t/a
DUBROOK BUILDERS SUPPLY

APPEAL from Judgment of
Justice of the Peace,
R. P. NEAL, Feb. 28, 1961
in amount of \$195.42
plus costs.

APPEAL & BOND



2.75 PD

LAW OFFICES

T. AMMERMAN & BLAKLEY
DUBOIS, PENNA.