

DOCKET NO. 174

Number	Term	Year
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329	September	1961
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Ervin S. Fennell, trading and

doing business as Fennell & Heberling

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Versus

Mervin L. Reed

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

Ervin S. Fennell t/d/b/a  
Fennell & Heberling.

No 329 Sept Term 1961

vs

Mervin L. Reed, Mr & Mrs  
Steve Dobis, Mr & Mrs William  
Bolam, Mrs Edith Weaver.

Foreign Attachment

\* \* \* \* \*  
(Sheriffs Return)

Now, October 21, 1961 served the within Foreign Attachment on Mervin Reed by sending by Registered Mail Return Receipt Requested, Addressee Only. a true and attested Copy of the original Foreign Attachment, to Mervin Reed, St Petersburg, 4 Florida., that being his last known Address Return Receipt signed by Mervin Reed is hereto attached and made part of this return of service.

Now, October 26, 1961 at 3:20 O'Clock P.M. served the within Foreign Attachment on Mr & Mrs Steve Dobis at place of residence 216 Du Bois Street, Du Bois, Pa., by handing to Mrs Steve Dobis an adult member of the family being the wife of Steve Dobis personally a true and attested copy of the original Foreign Attachment and made known to her the contents thereof.

Now, October 26, 1961 at 3:15 O'Clock P.M. served the within Foreign Attachment on Mr & Mrs William Bolam at place of residence 218 Du Bois Street, Du Bois, Pa., by handing to Mrs William Bolam personally, an adult member of the family being the wife of William Bolam a true and attested copy of the original Foreign Attachment and made known to her the contents thereof.

Now, October 26, 1961 at 3:25 O'Clock P.M. served the within Foreign Attachment on Mrs Edith Weaver at place of residence 216½ Du Bois Street, Du Bois, Pa., by handing to Mrs Edith Weaver personally a true and attested copy of the original Foreign Attachment and made known to her the contents thereof.

Costs Sheriff Ammerman \$18.84  
(Paid by Atty Fennell)

cc 5981

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 27th  
day of October 1961 A.D.

*Wm T. Fogarty*  
Prothonotary.

In the Court of Common Pleas of Clearfield County, Pa.  
 No 329 Sept Term 1961  
 Ervin S. Tennell t/d/a  
 Tennell & Heberling.

vs  
 Mervin L. Reed, Mr & Mrs  
 Steve Dobia, Mr & Mrs William  
 Bolam, Mrs Edith Weaver.  
 Foreign Attachment

\*\*\*\*\*  
 (Sheriff's Return)

Now, October 21, 1961 served the within Foreign Attachment  
 on Mervin Reed by sending by Registered Mail Return  
 Receipt Requested, Addressee Only, a true and attested copy  
 of the original Foreign Attachment, to Mervin Reed, 81  
 Petersburg, 4 Florida, that being his last known address  
 Return Receipt signed by Mervin Reed is hereto attached  
 and made part of this return of service.

Now, October 26, 1961 at 3:20 O'clock P.M. served the  
 within Foreign Attachment on Mr & Mrs Steve Dobia at  
 place of residence 216 Du Bois Street, Du Bois, Pa.,  
 by handing to Mrs Steve Dobia an adult member of the  
 family being the wife of Steve Dobia personally a true  
 and attested copy of the original Foreign Attachment  
 and made known to her the contents thereof.

Now, October 26, 1961 at 3:15 O'clock P.M. served the  
 within Foreign Attachment on Mr & Mrs William Bolam at  
 place of residence 218 Du Bois Street, Du Bois, Pa.,  
 by handing to Mrs William Bolam personally, an adult  
 member of the family being the wife of William Bolam  
 a true and attested copy of the original Foreign Attachment  
 and made known to her the contents thereof.

Now, October 26, 1961 at 3:20 O'clock P.M. served the  
 within Foreign Attachment on Mrs Edith Weaver at place of  
 residence 216 Du Bois Street, Du Bois, Pa., by handing to  
 Mrs Edith Weaver personally a true and attested copy of  
 the original Foreign Attachment and made known to her the  
 contents thereof.

Costs Sheriff's Return \$18.84  
 (Paid by Atty Tennell)

Sworn to before me this 27th  
 day of October 1961 A.D.

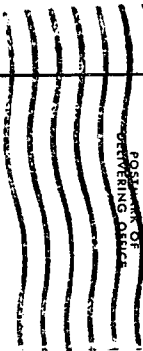
Prothonotary.

No Answers  
 Charles C. Ammerman  
 Sheriff

**FILED**  
 OCT 31 1961  
 WM. T. HAGERITY  
 PROTHONOTARY

POST OFFICE DEPARTMENT  
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID  
PAYMENT OF POSTAGE: \$300.00



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. <b>504</b>	NAME OF SENDER <i>Sheriff's Office</i>
CERTIFIED NO.	STREET AND NO. OR P. O. BOX <i>P.O. Box 273</i>
INSURED NO.	CITY, ZONE AND STATE <i>CLEARFIELD PA</i>

# 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

Deliver to Address

DATE DELIVERED

ADDRESS WHERE DELIVERED

DELIVERED TO ADDRESSEE'S AGENT, IF ANY

in item # 1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading  
and doing business as Fennell &  
Heberling,

Plaintiff

v.

MERVIN L. REED,  
Defendant

No. 329 Sept Term, 1961

PRAECIPE FOR WRIT OF FOREIGN ATTACHMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Sir:

Issue writ of foreign attachment against Mervin L. Reed, as defendant,  
and Mr. and Mrs. Steve W. Dobis, Mr. and Mrs. William Bolam and Mrs. Edith Weaver,  
as garnishees, and direct the Sheriff to attach all that piece or parcel of property situate  
in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows

Being known as Lot No. 104 and part of the southwest side of Lot No. 105  
as per Hamor and Kuntz Addition to DuBois, Pennsylvania, BEGINNING  
at a point on the East side of DuBois Street and East side of Fuller Street;  
thence northeasterly 62 feet along DuBois Street to a point in Lot No. 105;  
thence southeasterly along line of Mary J. Fuller 100 feet to a post and  
land of Mary J. Fuller; thence easterly 62 feet to Fuller Street; thence  
northerly along Fuller Street 100 feet to place of beginning,

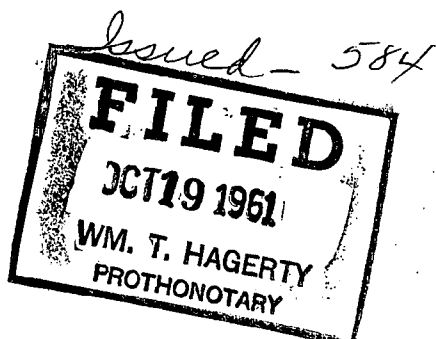
and all other real or personal property of the defendant.

The amount of the plaintiff's claim against the defendant is \$419.48.

Ervin S. Fennell  
Attorney for Plaintiff

Dated:

October 19, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading  
and doing business as Fennell &  
Heberling,

Plaintiff

v.

MERVIN L. REED,

Defendant

No 329 Sept Term, 1961

PRAECIPE FOR WRIT OF FOREIGN ATTACHMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Sir:

Issue writ of foreign attachment against Mervin L. Reed, as defendant,  
and Mr. and Mrs. Steve W. Dobis, Mr. and Mrs. William Bolam and Mrs. Edith Weaver,  
as garnishees, and direct the Sheriff to attach all that piece or parcel of property situate  
in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

Being known as Lot No. 104 and part of the southwest side of Lot No. 105  
as per Hamor and Kuntz Addition to DuBois, Pennsylvania, BEGINNING  
at a point on the East side of DuBois Street and East side of Fuller Street;  
thence northeasterly 62 feet along DuBois Street to a point in Lot No. 105;  
thence southeasterly along line of Mary J. Fuller 100 feet to a post and  
land of Mary J. Fuller; thence easterly 62 feet to Fuller Street; thence  
northerly along Fuller Street 100 feet to place of beginning,

and all other real or personal property of the defendant.

The amount of the plaintiff's claim against the defendant is \$419.48.

\_\_\_\_\_  
Attorney for Plaintiff

Dated: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading  
and doing business as Fennell &  
Heberling,

Plaintiff

v.

MERVIN L. REED,

Defendant

No 329 Sept Term, 1961

PRAECIPE FOR WRIT OF FOREIGN ATTACHMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Sir:

Issue writ of foreign attachment against Mervin L. Reed, as defendant,  
and Mr. and Mrs. Steve W. Dobis, Mr. and Mrs. William Bolam and Mrs. Edith Weaver,  
as garnishees, and direct the Sheriff to attach all that piece or parcel of property situate  
in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

Being known as Lot No. 104 and part of the southwest side of Lot No. 105  
as per Hamor and Kuntz Addition to DuBois, Pennsylvania, BEGINNING  
at a point on the East side of DuBois Street and East side of Fuller Street;  
thence northeasterly 62 feet along DuBois Street to a point in Lot No. 105;  
thence southeasterly along line of Mary J. Fuller 100 feet to a post and  
land of Mary J. Fuller; thence easterly 62 feet to Fuller Street; thence  
northerly along Fuller Street 100 feet to place of beginning;

and all other real or personal property of the defendant.

The amount of the plaintiff's claim against the defendant is \$419.48.

\_\_\_\_\_  
Attorney for Plaintiff

Dated: \_\_\_\_\_



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading  
and doing business as Fennell &  
Heberling,

Plaintiff

v.

MERVIN L. REED,

Defendant

No 329 Sept. Term, 1961

PRAECIPE FOR WRIT OF FOREIGN ATTACHMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Sir:

Issue writ of foreign attachment against Mervin L. Reed, as defendant,  
and Mr. and Mrs. Steve W. Dobis, Mr. and Mrs. William Bolam and Mrs. Edith Weaver,  
as garnishees, and direct the Sheriff to attach all that piece or parcel of property situate  
in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows:

Being known as Lot No. 104 and part of the southwest side of Lot No. 105  
as per Hamor and Kuntz Addition to DuBois, Pennsylvania, BEGINNING  
at a point on the East side of DuBois Street and East side of Fuller Street;  
thence northeasterly 62 feet along DuBois Street to a point in Lot No. 105;  
thence southeasterly along line of Mary J. Fuller 100 feet to a post and  
land of Mary J. Fuller; thence easterly 62 feet to Fuller Street; thence  
northerly along Fuller Street 100 feet to place of beginning,

and all other real or personal property of the defendant.

The amount of the plaintiff's claim against the defendant is \$419.48.

\_\_\_\_\_  
Attorney for Plaintiff

Dated: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading and  
doing business as Fennell & Heberling,  
Plaintiff

v.

MERVIN L. REED, Defendant; MR.  
and MRS. WILLIAM BOLAM, Garnishees;  
MR. and MRS. STEVE DOBIS, Garnishees,  
and EDITH WEAVER, Garnishee

No. 329 September Term, 1961

In Foreign Attachment

PRAECIPE

TO WILLIAM T. HAGERTY, PROTHONOTARY:

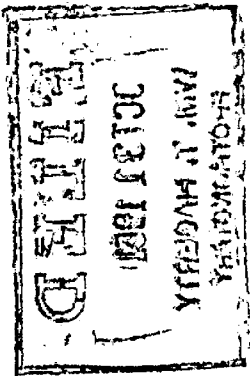
Sir:

The plaintiff acknowledges receipt of payment in full of the debt, interest  
and costs and you are hereby directed to mark the above case "Settled and Discontinued".

*Ervin S. Fennell Jr.*  
Attorney for Plaintiff

Dated:

October 31, 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNEL, trading and  
doing business as Fennell & Heberling,  
Plaintiff  
v.  
MERVIN L. REED, Defendant; MR.  
and MRS. WILLIAM BOLAM, Garnishee;  
MR. and MRS. STEVE DOBIS, Garnishee;  
and EDITH WEAVER, Garnishee

No. 329 September Term, 1961

In Foreign Attachment

PRAECIPE

TO WILLIAM T. HAGERTY, PROTHONOTARY:

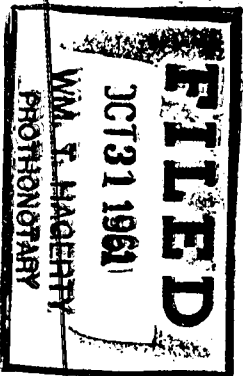
Sir:

The plaintiff acknowledges receipt of payment in full of the debt, interest  
and costs and you are hereby directed to mark the above case "Settled and Discontinued".

*Ervin S. Fennell*  
Attorney for Plaintiff

Dated:

October 31, 1961



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 329 September Term, 1961

ERVIN S. FENNELL, trading and  
doing business as Fennell & Heberling

v.

MERVIN L. REED, Defendant, MR.  
and MRS. WILLIAM BOLAM, Gar-  
nisees; MR. and MRS. STEVE DOBIS,  
Garnisees, and EDITH WEAVER,  
Garnishee

Complaint in Foreign Attachment

To the within defendant and garnisees

You are hereby notified to file an  
answer to the within complaint no  
later than twenty (20) days after the  
date of service of same.

*Sam & Fennell*  
Attorney for Plaintiff

**FILED**  
OCT 24 1961  
WM. T. HAGERTY  
PROTHONOTARY  
ROBERT V. MAINE  
ATTORNEY-AT-LAW  
DUBOIS, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading and  
doing business as Fennell & Heberling,  
Plaintiff

v.

MERVIN L. REED, Defendant; MR.  
AND MRS. WILLIAM BOLAM, Garnishees;  
MR. AND MRS. STEVE DOBIS, Garnishees,  
and EDITH WEAVER, Garnishee

No. 329 September Term, 1961

In Foreign Attachment

COMPLAINT IN FOREIGN ATTACHMENT

1. Plaintiff, Ervin S. Fennell, is a resident of the City of DuBois, Clearfield County, Pennsylvania, where he is engaged in the business of plumbing and heating contracting, sales and service under the name of Fennell & Heberling.
2. The defendant is an individual who is a non-resident of the Commonwealth of Pennsylvania. The defendant resides at 2645 Twelfth Street North, St. Petersburg 4, Florida.
3. Mr. and Mrs. William Bolam, garnishees, are lessees of the defendant, and reside upon premises owned by said defendant at 220 DuBois Street, City of DuBois, Clearfield County, Pennsylvania.
4. Mr. and Mrs. Steve Dobis, garnishees, are lessees of defendant and live upon premises owned by defendant at 216 DuBois Street, City of DuBois, Clearfield County, Pennsylvania.
5. Edith Weaver, garnishee, is a lessee of defendant and lives upon premises owned by said defendant at 218 DuBois Street, City of DuBois, Clearfield County, Pennsylvania.
6. During the months of July, September, October and November, 1947 and May, 1948, the defendant requested the plaintiff to supply to defendant certain plumbing materials and services valued at \$485.16.
7. During the aforesaid months plaintiff supplied defendant with the requested plumbing materials and services valued at \$485.16.
8. The price of \$485.16 charged for the said materials and services was



#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)

Merrin L. Reed

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Deliver to Addressee Only

DATE DELIVERED

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

NOV 17 1961

U.S. POSTAGE OFFICE  
OFFICIAL BUSINESS

SAINT PETERSBURG  
NOV 2 5 AM  
1961  
FLA.

PAYMENT OF POSTAGE, \$3.00

POSTMARK OF  
DELIVERING OFFICE

HIRE THE HANDICAPPED  
IT'S GOOD BUSINESS

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. <b>615</b>	NAME OF SENDER Sheriff's Office
CERTIFIED NO.	STREET AND NO. OR P. O. BOX. P O Box 373
INSURED NO.	CITY, ZONE AND STATE CLEARFIELD, PA.

POD Form 3811 Jan. 1958

GSS-16-71548-4



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 329 September Term, 1961

ERVIN S. FENNELL, trading and doing  
business as Fennell & Heberling

v.

MERVIN L. REED, Defendant, MR.  
and MRS. WILLIAM BOLAM, Gar-  
nishees; MR. and MRS. STEVE DOBIS,  
Garnishees, and EDITH WEAVER,  
Garnishee

Complaint in Foreign Attachment

To the within defendant and garnishees:

You are hereby notified to file an  
answer to the within complaint no  
later than twenty (20) days after the  
date of service of same.

*Ervin S. Fennell*  
Attorney for Plaintiff

I hereby certify this to be a true and  
attested copy of the original statement  
filed in this case.

Attest: *Paul A. Grogan*  
Notary Public

ROBERT V. MAINE  
ATTORNEY-AT-LAW  
DUBOIS, PA.

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

Ervin S. Fennell, t/a/d/b/a  
Fennell & Heberling.

No 329 Sept Term 1961

vs

Mervin L. Reed, Mr & Mrs Steve  
Dobis Mrs William Bolam and  
Edith Weaver. Garnishees.

Complaint In Foreign Attachment

\* \* \* \* \*  
(Sheriffs Return)

Now, October 30. 1961 served the within Complaint In Foreign Attachment on Mervin Reed by registered Mail. Return Reciept Requested. Addressee Only. a true and attested Copy of the Original Complaint In Foreign Attachment to Mervin Reed, St Petersburg, Florida., that being his last known address., Return receipt signed by Mervin Reed is hereto attached and made part of this return of service.

Now, October 26, 1961 at 3:20 O Clock P.M. served the with-in Complaint In Foreign Attachment on Mrs Steve Dobis at place of residence 216 Du Bois Street, Du Bois, Pa. by handing to Mrs Dobis an adult member of the family being the wife of Steve Dobis personally a true and attested copy of the original Complaint In Foreign Attachment and made known to her the contents thereof.

Now, October 26, 1961 at 3:15 O'Clock P.M. served the within Complaint In Foreign Attachment on Mrs William Bolam at place of residence 218 Du Bois Street, Du Bois, Pa. by handing to Mrs William Bolam personally a true and attested copy of the original Complaint In Foreign Attachment and made known to her the contents thereof.

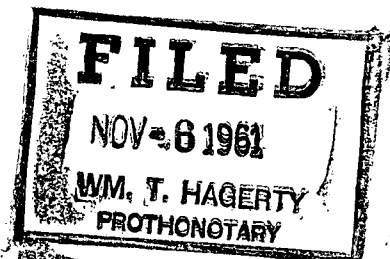
Now, October 26, 1961 at 3:25 O'Clock P.M. served the withiniComplaint In Foreign Attachment on Edith Weaver at place of residence 216½ Du Bois Street, Du Bois, Pa. by handing to her personally a true and attested copy of the original Complaint In Foreign Attachment and made known to her the contents thereof.

Costs Sheriff Ammerman \$18.84  
(Paid by Atty Fennell)

So Answers,  
*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 6th  
day of November 1961 A D.

*Wm T. Hagerty*  
Prothonotary.



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLEARFIELD

ERVIN S. FENNELL, trading and  
doing business as Fennell & Heberling,  
Plaintiff

No. 329 Sept Term, 1961

v.

MERVIN L. REED,  
Defendant

TO THE SHERIFF OF CLEARFIELD COUNTY:

Sir

You are directed to attach the following property:

Being known as Lot No. 104 and part of the southwest side of Lot No. 105 as per Hamor and Kuntz Addition to DuBois, Pennsylvania, beginning at a point on the East side of DuBois Street and East side of Fuller Street; thence northeasterly 62 feet along DuBois Street to a point in Lot No. 105; thence southeasterly along line of Mary J. Fuller 100 feet to a post and land of Mary J. Fuller; thence easterly 62 feet to Fuller Street; thence northerly along Fuller Street 100 feet to place of beginning,

and all other real or personal property of Mervin L. Reed,

You are also directed to notify Mr. and Mrs. Steve W. Dobis, Mr. and Mrs. William Bolam and Mrs. Edith Weaver, the garnishees, that

(1) a foreign attachment has been commenced against the defendants,  
and

(2) the garnishees are required to file in the office of the Prothonotary within twenty (20) days from the service of this writ a report, under oath, setting forth in detail all debts owing by the garnishees to the defendant; and all property of the defendant in the possession, custody or control of the garnishees or to which the garnishees hold legal title, and

(3) the garnishees are enjoined from paying any debt to or for the account of Mervin L. Reed, the defendant, and from delivering any property owned by the defendant to or for the account of the defendant or otherwise disposing thereof.

If property of the defendant is found in the possession of anyone not a garnishee you are directed to notify him that he has been added as a garnishee, is directed to file a report and is enjoined as above stated.

You are directed to notify Mervin L. Reed that the plaintiff has commenced a foreign attachment against him which he is required to defend.

The amount of the plaintiff's claim is \$419.48.

William T. Hagerty, Prothonotary

By John T. Hagerty  
Deputy

Dated:

Oct. 19, 1961

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ERVIN S. FENNELL, trading and  
doing business as Fennell & Heberling,  
Plaintiff

v.

MERVIN L. REED, Defendant; MR.  
AND MRS. WILLIAM BOLAM, Garnishees;  
MR. AND MRS. STEVE DOBIS, Garnishees,  
and EDITH WEAVER, Garnishee

No. 329 September Term, 1961

In Foreign Attachment

COMPLAINT IN FOREIGN ATTACHMENT

1. Plaintiff, Ervin S. Fennell, is a resident of the City of DuBois, Clearfield County, Pennsylvania, where he is engaged in the business of plumbing and heating contracting, sales and service under the name of Fennell & Heberling.

2. The defendant is an individual who is a non-resident of the Commonwealth of Pennsylvania. The defendant resides at 2645 Twelfth Street North, St. Petersburg 4, Florida.

3. Mr. and Mrs. William Bolam, garnishees, are lessees of the defendant, and reside upon premises owned by said defendant at 220 DuBois Street, City of DuBois, Clearfield County, Pennsylvania.

4. Mr. and Mrs. Steve Dobis, garnishees, are lessees of defendant and live upon premises owned by defendant at 216 DuBois Street, City of DuBois, Clearfield County, Pennsylvania.

5. Edith Weaver, garnishee, is a lessee of defendant and lives upon premises owned by said defendant at 218 DuBois Street, City of DuBois, Clearfield County, Pennsylvania.

6. During the months of July, September, October and November, 1947 and May, 1948, the defendant requested the plaintiff to supply to defendant certain plumbing materials and services valued at \$485.16.

7. During the aforesaid months plaintiff supplied defendant with the requested plumbing materials and services valued at \$485.16.

8. The price of \$485.16 charged for the said materials and services was

and is a reasonable price for the same and is the price which the defendant agreed to pay.

9. On numerous dates during the period covered from August, 1947 to August, 1957, the defendant made payments on the aforesaid principal to the plaintiff in the amount of \$278.00, leaving a balance due and owing of \$207.16.

10. The interest on the said principal debt from July, 1947 to July, 1961 totals \$212.32, said interest having been computed at each accounting date upon the balance of the principal then due.

11. Total amount owed by the defendant to the plaintiff, including principal and interest, is \$419.48.

12. The agreement between the parties was oral.

WHEREFORE, the plaintiff seeks to recover from the defendant the sum of \$419.48.

Ervin S. Fennell Jr.  
Attorney for Plaintiff

STATE OF PENNSYLVANIA:  
: SS  
COUNTY OF CLEARFIELD :

ERVIN S. FENNELL, being duly sworn according to law, deposes and says that the facts set forth in the foregoing plaintiff's Complaint in Foreign Attachment are true and correct to the best of his knowledge, information and belief.

Ervin S. Fennell  
(Ervin S. Fennell)

Subscribed and sworn to before

me this 24 day of October, 1961.

Mrs. Jean M. Weaver

JEAN M. WEAVER, Notary Public  
DUBOIS, CLEARFIELD CO., PA.  
My Commission Expires Sept 12, 1964