

DOCKET NO. 175

Number Term Year

351 September 1961

Airkem Sales Corp. of Western N. Y.

Versus

Sanford Averill

139
TRANSCRIPT -- CIVIL SUIT

Published by The Plankenhorn Co.
Williamsport, Pa.

Airkem Sales Corp of
Western New York
3764 Harlem Road
Buffalo 15, N. Y.

VERSUS

Sanford Averill
609 1/2 Chestnut St
Dubois, Pa.
COST OF
Harry G. Ganoe J. P.

(New Fees—Acts No. 492 Approved January 7, 1952, and Act No. 179 Approved June 28, 1951)

EACH	COSTS	TAX HERE
7.50	Assumpsit or Trespass Involving \$100.00 or less	
10.00	Assumpsit in Trespass Involving more than \$100.00	10.00
15.00	Landlord—Tenant Proceeding	
5.00	Attachment in Execution Proceeding after Judgment (Such fees shall include all charges including when called for the costs relating to de- positions and interrogatories and the costs of postage and registered mail, except the costs of a transcript of every proceeding on appeal or certi- fiorari, including affidavit bail and certificate, which shall be \$2.50 per transcript.)	
	Transcript CONSTABLE	2.50
	J. B. Walker	
1.50	Serving Summons M. PA Each Person	3.00
.10	Miles, circ. 40	4.00
1.00	Serving Execution	
	Items, at 2c	
.10	Miles, circ.	
2.50	Levying	
1.50	Serving Subpoena Additional Names 75 cts.	
.10	Miles, circ.	
1.50	Receiving and paying over Without Sale	
	Total \$19.50	

Debt \$276.00
Interest from 9-15-59
Costs 17.00
Transcript 2.50

Summons in assumpsit issued September 9, 1959,
to J. B. Walker Constable.
Returnable the 15th day of September 1959,
between the hours of 3:00 o'clock P. M., and 4:00 o'clock P. M.

Served on Defendant by handing a true and attested copy
of the summons, affidavit of claim and book account
to the housekeeper, Mrs Hannah Greene, at his residence
where he resides, 9-10-59, so answers Constable
Walker under oath.

9-15-59, 1:00 P. M., Mrs Averill requests hearing
be held at 8:00 P. M., this date, granted.

9-15-59, 8:00 P. M., hearing postponed to Tuesday
9-22-59.

9-22-59 8:00 P. M., Deft., and wife appear and
present written and verbal testimony showing their
is some question to the accuracy of the debt,
Justice requested Deft., prepare a statement of the
account from his records and return them to this
office. Hearing continued to an indefinite date.

1-25-60, note requesting Statement of account from
Sanford Averill be forwarded to this office.

Mr Averill Letter of 2-3-60 answered, requested he
file his statement of his account, 2-6-60.

2-25-60, statement of Mr Averill received and
forwarded to J Paul Frantz, returned by Mr Frantz

March 1, 1960.

Hearing called for September 8, 1960.

And now, 8:20 P. M., September 8, 1960 Mr Fred
Harbart, Sales Manager for Airkem, J. Paul Frantz,
representing the Plff., and Mr & Mrs Sanford Averill
appear and are sworn. Mr Averill presented an
affidavit of defense and Mr Harbart presented a
signed franchise by Mr Averill. Mr Averill testified
Mr Rusin, by telephone to him had agreed to claimed
credits. Mr Harbart testified Mr Rusin had told
him no such arrangements were made in telephone
conversation of second week of June 1958.

Judgment given at the request of the Plff., to the
Plff., and against the Deft., for the Debt, Interest
and all costs.

All costs amounting to \$19.50 paid by J Paul Frantz, Attorney at Law.

Received Satisfaction,

Now,
in the sum of \$ as bail absolute in this case conditioned for the payment of all costs accrued,
or may be legally recovered against the appellant.

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

Address: _____

Clearfield

County, ss:

Witness my hand and seal this

8th

day of September 1961,

Harry G. Ganoe



My Commission expires first Monday of January, 1966

NOTE—Follow the form of the blank within from
your Docket Entry

351 *J. G. Term, 1961*
No. *Arken Sales Corp. of W. N. Y.*

Buffalo 15 N.Y.

versus

Sanford Averill

609½ Chestnut St

Dubois Pa.

*Transcript of Judgment

from the Docket of

Harry G. Gano, J.P.

Clearfield Pa.

Entered and Filed 19

S / C (H) Prothonotary.

150 132 225 525
W. H. HAGEMAN 225
PROTHONOTARY Attorney

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

Seal My Commission Expires first Monday of January, 19.....
ADJUDICIAN—JUSTICE OF THE PEACE
day of 19
been done.

The within case is not taken for the purpose of delay, but because defendant verily believes that justice has
been duly sworn according to law, deposes and says that the appeal in