

DOCKET NO. 175

NUMBER	TERM	YEAR
363	September	1961

Tungsten Contact Manufacturing

Co., Inc., a corporation

VERSUS

Joseph A. Saricks, t/a

The Jorin Specialty Co.

*New March 10 1962 2 Anna Royster By*

*Joseph Frank*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA, No. 363 September Term, 1961 IN ASSUMPSIT	
TUNGSTEN CONTACT MANUFACTURING CO., INC.	
VS.	
JOSEPH A. SARICKS, trading as THE JORIN SPECIALTY COMPANY	
AMENDMENT TO COMPLAINT	
To the within Defendant:  You are hereby notified to plead to the enclosed Amendment to Complaint within twenty (20) days of the service hereof.	
BY <i>[Signature]</i> VENINO & VENINO	BY <i>[Signature]</i> BELL, SILBERBLATT & SWOPE
MAY 10 1962 Attorneys for Plaintiff CLEARFIELD, PENNA.	MAY 10 1962 Attorneys for Plaintiff CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

*100-497-100*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TUNGSTEN CONTACT MANUFACTURING	:	
CO., INC., a corporation	:	
	:	No. 363 September Term, 1961
vs.	:	
	:	IN ASSUMPSIT
JOSEPH A. SARICKS, trading as	:	
THE JORIN SPECIALTY COMPANY	:	

AMENDMENT TO COMPLAINT

The Plaintiff above named herewith amends the Complaint filed to the above number and term as follows:

(10). The parties continued to ship and accept some of the parts ordered, and under date of August 9, 1961, the Defendant mailed to the Plaintiff its check in the amount of One Thousand Thirteen and 57/100 Dollars (\$1,013.57), leaving a balance due of Three Thousand Two Hundred Ten and 25/100 Dollars (\$3,210.25).

(11). Because of the Defendant's failure to comply with the terms of his contract with the Plaintiff, the Plaintiff company has lost its profit on said contract, which would have been in the sum of Two Thousand Five Hundred Dollars (\$2,500.00).

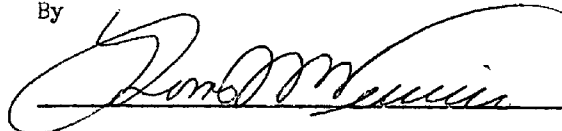
(12). The correct amount of parts manufactured for the Defendant, which the Defendant did not receive or pay for, totals Three Thousand Two Hundred Ten and 25/100 Dollars (\$3,210.25), as shown on Exhibit "E", attached hereto and made a part hereof.

WHEREFORE, the Plaintiff requests that a verdict be rendered in its favor and against the Defendant for the sum of Five Thousand Seven Hundred Ten and 25/100 Dollars (\$5,710.25), together with damages from May 1, 1961 for delay.

BELL, SILBERBLATT & SCOPE  
By



VENINO & VENINO  
By



Attorneys for Plaintiff

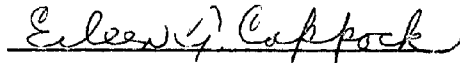
STATE OF NEW JERSEY :  
: SS.  
COUNTY OF HUDSON :

Before me, the undersigned officer, personally appeared

Orville C. Hollopeter, who, being duly sworn according to law, deposes and says that he is Secretary of the Tungsten Contact Manufacturing Co., Inc., and that he is authorized to make this affidavit on its behalf, and that the facts set forth in the foregoing Amendment to Complaint are true and correct to the best of his knowledge, information and belief.

  
ORVILLE C. HOLLOPETER

Sworn to and subscribed  
before me this 8<sup>th</sup> day  
of May, 1962.



EILEEN T. CAPPOCK  
A NOTARY PUBLIC OF NEW JERSEY  
My Comm. Expires June 29, 1964



# TUNGSTEN

## CONTACT MANUFACTURING CO., Inc.

P.O. BOX 146 • 73RD STREET AND COTTAGE AVENUE • NORTH BERGEN, NEW JERSEY



ORDER NO. **A**

(SAME UNLESS OTHERWISE INDICATED)

SOLD TO

THE JORIN SPECIALTY COMPANY  
110 NORTH SECOND ST.  
CLEARFIELD, PENNSYLVANIA

SHIPPED TO

TERMS	YOUR ORDER NO.	SALESMAN	DATE OF ORDER	BACK ORDER NO.
2% - 10TH PROX. 30 DAYS NET				
SHIPPED	INVOICE DATE	INVOICE NUMBER		
CTNS. <b>9</b> LBS. <b>640</b> VIA <b>WARD TRUCKING</b>	<b>MAR. 30, 1962</b>			

ON BACK ORDER	QUANTITY	DESCRIPTION	UNIT	AMOUNT	TOTAL
	30 37	NAL 33 PLATED W/STUD NO TUNG.	20 00/M	60 74	
	29 87	JAL 31 PLATED W/STUD AND TUNG.	80 00/M	238 96	
	14 50	JAL 35 PLATED W/STUD NO TUNG.	25 00/M	36 25	
	11 60	JDR 30L PLATED NO STUD NO TUNG.	30 00/M	34 80	
	18 67	JDR 24M PLATED NO STUD NO TUNG.	30 00/M	56 01	
	17 81	JDR 41 PLATED NO TUNG.	40 00/M	71 24	
	1 08	JAL 2223 COMPLETE	39 EA.	42 12	
	3 35	JDR 30M PLATED W/TUNG.	70 00/M	23 45	
	6 46	MS 2 W/TUNG. W/BUSHING W/SPRING	70 00/M	45 22	
	11 34	JAL 31L PLATED NO. TUNG.	20 00/M	22 68	
	9 08	JFO 21 PLATED W/TUNG	70 00/M	63 56	
	3 85	JAL 25 PLATED	25 00/M	9 63	
	2 10	JFO 21 W/TUNG. INSULATED &STUD	70 00/M	14 70	
	56 17	CHO ARMS PLATED	15 00/M	84 26	
	5 90	JAL 31 W/STUD NO TUNG. NO PLATING	40 00/M	23 60	
	6 35	JAL 37 PLATED W/STUD NO TUNG.	45 00/M	28 58	
	24 05	JAL 31 NO STUD NO PLATING O TUNG.	20 00/M	48 10	
	1 40	JAL 22M COMPLETE	60 00/M	8 40	
	63	JAL 24M COMPLETE	60 00/M	4 08	
	50	JAL 20M COMPLETE	60 00/M	3 00	
	5 42	JDR 32 COMPLETE	70 00/M	37 94	
	1 55	JDR 24 W/TUNG. PLATED	63 00/M	9 77	
	11 34	JAL 31 PLATED	20 00/M	22 68	
	10 31	JAL 25 W/TUNG. PLATED	60 00/M	61 85	
	25	JAL 2025M COMPLETE	39 EA.	9 75	
	3 21	AL 31 W/TUNG. W/STUD	80 00/M	25 66	
	2 54	JFO 23 W/TUNG	73 00/M	19 81	
	1 85	JFO 19 W/TUNG. W/INS W/STUD	82 00/M	15 17	
	3 23	AL 33 W/TUNG. W/STUD	80 00/M	25 34	
	5 08	JAL 33 W/TUNG. W/STUD AND PLATED	80 00/M	40 64	
	3 65	JAL 29 PLATED	20 00/M	7 30	
	3 87	JAL 33 PLATED W/STUD NO TUNG.	80 00/M	13 34	
	6 53	JAL 37 PLATED W/STUD W/TUNG.	80 00/M	19 89	
	51	JAL 2435M COMPLETE	39 EA.	1237 31	
		CARRIED FORWARD			

All parts sold on this invoice are for replacement only.

This merchandise has been carefully checked and packed and left in good order. We will positively not accept any claim after ten days.

Seller certifies that merchandise listed on this invoice has been produced in accordance with the provisions of the Fair Labor Standards Act of 1938, as amended.



# TUNGSTEN

## CONTACT MANUFACTURING CO., Inc.



P.O. BOX 146 • 73RD STREET AND COTTAGE AVENUE • NORTH BERGEN, NEW JERSEY

ORDER NO. **A**

(SAME UNLESS OTHERWISE INDICATED)

SOLD TO

THE JORIN SPECIALTY COMPANY  
PAGE -2-

SHIPPED TO

TERMS 2% - 10TH PROX. 30 DAYS NET	YOUR ORDER NO.	SALESMAN	DATE OF ORDER MAR 29 62	BACK ORDER NO.
SHIPPED			INVOICE DATE MAR 30, 1962	INVOICE NUMBER

CTNS.	LBS.	VIA	DESCRIPTION	UNIT	AMOUNT	TOTAL
ON BACK ORDER	QUANTITY					
			BROUGHT FORWARD		1237 31	
	73		AL 2231M COMPLETE	39 EA.	28 47	
	271		JDR 41 PLATED W/TUNG. W/STUD	80 00/M	21 68	
	218		JAL 2435M COMPLETE	39 EA.	85 02	
	288		JAL 2637M COMPLETE	39 EA.	112 32	
	389		JAL 2231M COMPLETE	39 EA.	151 71	
	458		JDR 3224M COMPLETE	42 EA.	192 36	
	06		JAL 2033M COMPLETE	39 EA.	2 34	
	29		JAL 2637M COMPLETE	39 EA.	11 31	
	11		JAL 2231M COMPLETE	39 EA.	4 29	
	27		JAL 2227M COMPLETE	39 EA.	10 53	
	45		JDR 3222M COMPLETE	42 EA.	18 90	
	10		JAL 2223LM COMPLETE	39 EA.	3 90	
	128		JAL 2227M COMPLETE	39 EA.	49 92	
	106		JFO 23 COMPLETE	27 EA.	28 62	
	255		JDR 41 COMPLETE	47 EA.	119 85	
	281		JFO 19 COMPLETE	32 EA.	89 92	
	260		JAL 2021M COMPLETE	39 EA.	101 40	
	227		JDR 3230M COMPLETE	44 EA.	99 88	
	132		JDR 3230LM COMPLETE	44 EA.	58 08	
	78		JDR 30L PLATED W/TUNG.	70 00/M	5 46	
	74		JAL 2021M COMPLETE	39 EA.	28 86	
	08		JAL 1831LM COMPLETE	39 EA.	3 12	
	35		JAL 2033M COMPLETE	39 EA.	13 65	
	55		JAL 2029M COMPLETE	39 EA.	21 45	
	77		JAL 2033M COMPLETE	39 EA.	30 03	
	124		JFO 21 COMPLETE	32 EA.	39 68	
	535		JAL 21 PLATED W/TUNG.	60 00/M	32 10	
	05		JDR 3224 COMPLETE	42 EA.	2 10	
	24		JAL 23L PLATED W/STUD W/TUNG	80 00/M	1 92	
	18		JDR 24 PLATED W/STUD W/TUNG	63 00/M	1 13	
	43		JAL 2033M COMPLETE	39 EA.	16 77	
	07		JCH 1M COMPLETE	42 EA.	2 94	
	323 23		TUNGSTEN CYLINDERS	15 00/M	484 85	
			CARRIED FORWARD		3111 87	

All parts sold on this invoice are for replacement only.

This merchandise has been carefully checked and packed and left in good order. We will positively not accept any claim after ten days.

Seller certifies that merchandise listed on this invoice has been produced in accordance with the provisions of the Fair Labor Standards Act of 1938, as amended.

DUPLICATE INVOICE



# TUNGSTEN

## CONTACT MANUFACTURING CO., Inc.



P.O. BOX 146 • 73RD STREET AND COTTAGE AVENUE • NORTH BERGEN, NEW JERSEY

ORDER NO. **A**

(SAME UNLESS OTHERWISE INDICATED)

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**JORIN SPECIALTY COMPANY**  
**PAGE -3-**

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TERMS	YOUR ORDER NO.	SALESMAN	DATE OF ORDER	BACK ORDER NO.
2% - 10TH PROX. 30 DAYS NET			MAR 29 62	

SHIPPED	INVOICE DATE	INVOICE NUMBER
	MAR 30, 1962	

CTNS.	LBS.	VIA	DESCRIPTION	UNIT	AMOUNT	TOTAL
ON BACK ORDER	QUANTITY					
	4KILOS		BROUGHT FORWARD TUNGSTEN ROD	20 00 PER KILO	3111 87 80 00	
					3191 87	
	02		JAL 31 W/STUD NO TUNG. NO PLATING	40 00/M	08	
			TOTAL		3191 95	
			PLUS PREPAID FREIGHT		18.30	
					3210.25	

All parts sold on this invoice are for replacement only.

This merchandise has been carefully checked and packed and left in good order. We will positively not accept any claim after ten days.

Seller certifies that merchandise listed on this invoice has been produced in accordance with the provisions of the Fair Labor Standards Act of 1938, as amended.

DUPLICATE INVOICE

# Affidavit of Service

~~Tungston Contack Manuf~~  
~~Turing Co. Inc a corp.~~  
vs.

~~Joseph A. Saricks~~  
~~Jorin Spec Co.~~

No. 363 Sept Term, 19 61

Complaint In Assumpsit

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW October 27, 1961 at 9:50 o'clock A.M.

served the within Complaint In Assumpsit

on Joseph A. Saricks

at Place of Business 110 North Second Street, Clearfield. Pa.

by handing to him personally

a true and attested copy of the original Complaint In Assumpsit and made

known to him the contents thereof.

Costs.

Sheriff Ammerman \$8.50

(Paid By Attys B.S.S.)

So answers,

Sworn to before me this 27th

day of October A. D. 19 61

Wm. T. Haggerty  
Prothonotary

Charles G. Ammerman  
Charles G. Ammerman

Sheriff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENN-  
SYLVANIA, No. 363 September  
Term, 1961 - In Assumpsit

TUNGSTEN CONTACT MANUFACTURING CO., INC., a  
corporation

-vs-

JOSEPH A. SARIKIS, trading  
as THE JORN SPECIALTY  
COMPANY

### COMPLAINT

To the within Defendant:

You are hereby notified to  
plead to the within Complaint  
within twenty (20) days from  
the service hereof.

BELL, SILBERBLATT & SWOPE

BY

VENINO AND VENINO

BY

Attorney for Plaintiff

11

WM. T. HARTY  
BELL, SILBERBLATT & SWOPE  
ATTORNEYS AT LAW  
CLEARFIELD COUNTY CO. BLDG.  
CLEARFIELD, PENNA.

500 4-50 by City

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TUNGSTEN CONTACT MANUFACTURING :  
CO., INC., a corporation :  
: No. 363 September Term, 1961  
-vs- :  
: IN ASSUMPSIT  
JOSEPH A. SARICKS, trading as THE:  
JORIN SPECIALTY CO. :

COMPLAINT

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

(1). The Plaintiff is a corporation incorporated in the State of New Jersey with its principal office at 7311 Cottage Avenue, Township of North Bergen, County of Hudson and State of New Jersey.

(2). The Defendant is an individual residing in Clearfield Borough, Clearfield County, Pennsylvania, and conducting business under the name of The Jorin Specialty Company, whose office is located at 110 North Second Street, Clearfield Borough, Clearfield County, Pennsylvania.

(3). As there is no registration under the Fictitious Name Act of The Jorin Specialty Company or any incorporation under that name, it is, therefore, averred that Joseph Saricks is the sole owner of The Jorin Specialty Company.

(4). By letter dated March 30, 1960, the Plaintiff notified the Defendant of the cost of supplying certain contact points or parts, quoting the cost of such items when supplied. A copy of Plaintiff's proposal is attached hereto, marked Plaintiff's Exhibit "A", and made a part hereof.

(5). Under date of July 30, 1960, the Defendant gave to the Plaintiff a written order for points or parts, specifying the

type of part required, the number thereof and as to when delivery was desired. A copy of said order is attached hereto, marked Plaintiff's Exhibit "B", and made a part hereof.

(6). The agreement was ratified by the Plaintiff by letter dated August 2, 1960, copy of which is attached hereto, marked Plaintiff's Exhibit "C", and made a part hereof.

(7). The Plaintiff began filling the order of the Defendant until the receipt of a written notice from the Defendant, dated January 19, 1961, requesting the Plaintiff to withhold shipments until further notice.

(8). The last shipment was on January 17, 1961.

(9). After several communications, both verbal and written, the Plaintiff mailed to the Defendant an inventory of the parts it held in the process of manufacture for the Defendant, a copy of said letter, dated April 27, 1961, being attached hereto, marked Plaintiff's Exhibit "D", and made a part hereof, said inventory showing the identity, the quantity and the cost of said materials.

(10). The parties continued to ship and accept some of the parts ordered, and under date of August 9, 1961, the Defendant mailed to the Plaintiff its check in the amount of One Thousand Thirteen and 57/100 Dollars (\$1,013.57), being the amount due for all parts shipped except the price of 214 JDR-41 totaling One Hundred and 58/100 Dollars (\$100.58), the inventory on hand of Four Thousand Two Hundred Seventy-Three and 67/100 Dollars (\$4,273.67), and loss of profit.

(11). Because of the Defendant's failure to comply with the terms of his contract with the Plaintiff, the Plaintiff company has lost its profit on said contract, which would have been in the sum of Two Thousand Five Hundred Dollars (\$2,500.00).

WHEREFORE, the Plaintiff requests that a verdict be rendered in its favor and against the Defendant for the sum of Six Thousand Eight Hundred Seventy-Four and 25/100 Dollars (\$6,874.25), together with damages from May 1, 1961 for delay.

BELL, SILBERBLATT & SWOOPE

By *F. C. Bell*

VENINO AND VENINO

By *Frank Venino*

Attorneys for Plaintiff

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF HUDSON :

Before me, the undersigned officer, personally appeared  
ORVILLE C. HOLLOPETER, who, being duly  
sworn according to law, deposes and says that he is Secretary  
of the Tungsten Contact Manufacturing Co., Inc., and that he is  
authorized to make this affidavit on its behalf, and that the facts  
set forth in the foregoing Complaint are true and correct to the  
best of his knowledge, information and belief.

*Orville C. Hollopeter*  
ORVILLE C. HOLLOPETER

Sworn to and subscribed  
before me this 23<sup>rd</sup> day  
of October, 1961.

*Eileen G. Cappellet*

EILEEN G. CAPPELLET  
A NOTARY PUBLIC IN THE STATE OF NEW JERSEY  
My Comm. Expires Jan. 21, 1962

March 30, 1960

The Jorin Specialty Co.  
129 Main Street  
Bradford, Pennsylvania

Attention: Mr. O. E. Thomas

Dear Mr. Thomas:

We have attempted to modify our line up procedure to give you a good line up at our normal rate. We have found it to be impossible to line up your points as fast as our regular points and still hold the tolerances that you desire.

The charge for lining up our normal points, based on 2,000 a day, amounts to 12¢ each. The best we can do with your points is under 400 a day, which makes a charge for each point of 15¢.

We are sending you your first shipment of DR-3224's which have been lined up as close as we can hold them. If this meets with your satisfaction, we will be able to reproduce it at an additional 12¢ each cost.

Since we have already accepted your order, the present shipment will go out at the regular prices. However, all contacts on future orders will be increased by 12¢ each.

If you would like to do your own line up, we can supply the points prior to line up at a cost of 3¢ less than you are now paying.

I hope the present shipment meets with your approval.

Very truly yours,

TUNGSTEN CONTACT MFG. CO., INC.

# THE JORIN SPECIALTY COMPANY

A Division of Clearfield Enterprises, Inc.

110 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA

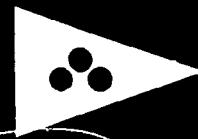
MANUFACTURERS OF  
JORIN TRIPLE CONTACT  
DISTRIBUTOR POINTS

The Key to Maximum  
Ignition Efficiency

Telephone POplar 5-8614

TH

BULK.



July 30, 1960

A6045-59

A6060-75

A6076-91

A6092 A6106

A6107-6128

The Tungsten Contact Mfg. Co.  
7311 Cottage Ave.  
North Bergen, N. J.

Gentlemen:

Att: Mr. William Hollopeter

Please enter our order as follows:

		Desired Delivery
5000 JDR-41	47	Sept. 1st - 1,000. 1,000 1st of each month thereafter.
5000 JDR-3224	42	Sept. 1st - 1,000. 1,000 1st of each month thereafter.
5000 JDR-3230	44	Sept. 1st. 1,000. 1,000 1st of each month thereafter.
5000 JDR-3230L	44	Sept. 1st, 1,000. 1,000 every other month. X
5,000 JFO-19	32	Sept. 1st - 1,000. 1,000 1st of each month thereafter.
5,000 JFO-21	32	Sept. 1st. 1,000. 1,000 1st of each month thereafter.
5,000 JFO-23	27	Sept. 1st. 1,000 1st of each month thereafter.
5,000 JAL-2227	39	Sept. 1st. 1,000 1st of each month thereafter.
5,000 JAL-1831	37	Sept. 1st. 2,000. 2,500 Oct. 1st. 500 Nov. 1st.
5,000 JAL-2637	37	Sept. 1st. 1,000. 1,000 every other month X
5,000 JAL-2435	37	Sept. 1st. 1,000. 1,000 every other month. X

Plaintiff's  
Exhibit "B"



August 2, 1960

The Jorin Specialty Company  
110 North Second Street  
Clearfield, Pennsylvania

Attention: Mr. Joseph Saricks, President

Dear Mr. Saricks:

We acknowledge receipt of your letter of July 30 and we consider its contents as being a firm order for the amounts and types of contact points listed therein.

We feel certain that this method of ordering will eliminate any further bottlenecks and that we will be able to cover your requirements as specified.

Very truly yours,

TUNGSTEN CONTACT MFG. CO., INC.

S. H. Lipman

SHL:rfj

3/8 W.B.H.  
call the alc

April 27, 1961

5/8

The Jorin Specialty Company  
110 North Second Street  
Clearfield, Pennsylvania

Attention: Mr. J. Saricks

Gentlemen:

The following is our inventory of the parts in process:

Miscellaneous parts of 100 or less			\$ 50.00
Tungsten Rod	15 Kilo	\$20/Kilo	300.00
Cut Disc	30,000	15/M	450.00
JDR24 Bar	6,000	30/M	180.00
JDR30L	2,000	30/M	60.00
JAL21	1,000	25/M	25.00
JAL31L	2,000	20/M	40.00
JDR41	1,500	40/M	60.00
JCH0	1,000	15/M	15.00
AL33 w/tung. & stud	500	80/M	40.00
AL29	600	20/M	12.00
AL33	4,000	20/M	80.00
AL25	500	25/M	12.50
AL31 w/stud	600	40/M	24.00
DR30 w/tung.	600	70/M	42.00
DR41 w/tung.	400	80/M	32.00
DR32 w/tung.	3,500	45/M	157.50
DR32	1,500	25/M	37.50
FO19 finished	400	32¢ each	128.00
AL31	1,500	20/M	30.00
CH-1	3,000	20/M	60.00
AL31	2,400	20/M	48.00
FO21 finished	276	32¢ each	88.32
FO21 w/tung.	400	70/M	28.00
DR30L w/tung.	1,000	70/M	70.00
AL31 w/tung. & stud	3,000	80/M	240.00
AL2435 finished	1,500	39¢ each	585.00
AL21 w/tung.	700	60/M	42.00
DR41 finished	407	47¢ each	191.29
AL2033	296	39¢ each	115.44
AL2231	300	39¢ each	117.00

Exhibit "D"

The Jorin Specialty Company  
Attention: Mr. J. Saricks

- 2 -

April 27, 1961

AL2637	418	39¢ each	163.02
DR3230	125	44¢ each	55.00
DR41	93	47¢ each	43.71
FO19	336	32¢ each	107.52
AL2021	350	39¢ each	136.50
AL2029	120	39¢ each	46.80
DR3224	371	42¢ each	155.82
AL2435	525	39¢ each	204.75
			<u>\$4,273.67</u>

Very truly yours,

ROSTEN CONTACT MFG. CO., INC.

WCH:rjc

William C. Hollopeter

Plaintiff's  
Exhibit "D"