

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.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 363 September Term, 1968
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.

BELL, SILBERBLATT & SWOOPPE
By

VENING & VENING
By

G. A. Saricks
MAY 1 1968
Attnorneys for Plaintiff

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

MAY 1 1968	
Attnorneys for Plaintiff	Attnorneys for Defendant
BELL, SILBERBLATT & SWOOPPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

TUNGSTEN CONTACT MANUFACTURING :
CO., INC., a corporation :
vs. : No. 363 September Term, 1961
JOSEPH A. SARICKS, trading as : IN ASSUMPSIT
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, SIBERBLATT & SWOOP
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
ORVILLE C. HOLLOWPETER

Sworn to and subscribed
before me this 5th day
of May, 1962.

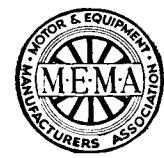
Eileen T. Caddock

EILEEN T. CADDOCK
A NOTARY PUBLIC OF NEW JERSEY
My Comm. Expir. : June 29, 1964

TELEPHONE
UNION 3 6340



TUNGSTEN
CONTACT MANUFACTURING CO., Inc.



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

ORDER NO. A

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(SAME UNLESS OTHERWISE INDICATED)

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

TERMS 2% - 10TH PROX. 30 DAYS NET	YOUR ORDER NO.	SALESMAN	DATE OF ORDER MAR. 30, 1962	BACK ORDER NO.
SHIPPED			INVOICE DATE	INVOICE NUMBER
CTNS. 9	LBS. 640	VIA WARD TRUCKING		
ON BACKORDER	QUANTITY	DESCRIPTION	UNIT	AMOUNT
	3037	NAL 33 PLATED W/STUD NO TUNG.	20 00/M	6074
	2987	JAL 31 PLATED W/STUD AND TUNG.	80 00/M	23896
	1450	JAL 35 PLATED W/STUD NO TUNG.	25 00/M	3625
	1160	JDR 30L PLATED NO STUD NO TUNG.	30 00/M	3480
	1867	JDR 24M PLATED NO STUD NO TUNG.	30 00/M	5601
	1781	JDR 41 PLATED NO TUNG.	40 00/M	7124
	108	JAL 2223 COMPLETE	39 EA.	4212
	335	JDR 30M PLATED W/TUNG.	70 00/M	2345
	646	MS 2 W/TUNG. W/BUSHING W/SPRING	70 00/M	4522
	1134	JAL 31L PLATED NO. TUNG.	20 00/M	2268
	908	JFO 21 PLATED W/TUNG	70 00/M	6356
	385	JAL 25 PLATED	25 00/M	963
	210	JFO 21 W/TUNG. INSULATED & STUD	70 00/M	1470
	5617	CHO ARMS PLATED	15 00/M	8426
	590	JAL 31 W/STUD NO. TUNG. NO PLATING	40 00/M	2360
	635	JAL 37 PLATED W/STUD NO TUNG.	45 00/M	2558
	2405	JAL 31 NO STUD NO PLATING O TUNG.	20 00/M	4810
	140	JAL 23M COMPLETE	60 00/M	840
	68	JAL 24M COMPLETE	60 00/M	408
	50	JAL 20M COMPLETE	60 00/M	300
	542	JDR 32 COMPLETE	70 00/M	5794
	155	JDR 24 W/TUNG. PLATED	63 00/M	977
	1134	JAL 31 PLATED	20 00/M	2268
	1031	JAL 25 W/TUNG. PLATED	60 00/M	6185
	25	JAL 2025M COMPLETE	39 EA.	975
	521	AL 31 W/TUNG. W/STUD	60 00/M	2566
	254	JFO 23 W/TUNG	73 00/M	1981
	185	JFO 19 W/TUNG. W/INS W/STUD	62 00/M	1517
	323	AL 33 W/TUNG. W/STUD	60 00/M	2564
	508	JAL 33 W/TUNG. W/STUD AND PLATED	60 00/M	4064
	365	JAL 29 PLATED	20 00/M	730
	687	JAL 33 PLATED W/STUD NO TUNG.	20 00/M	1334
	693	JAL 37 PLATED W/STUD W/TUNG.	20 00/M	1969
	51	JAL 2435M COMPLETE	39 EA.	123731
		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

SOLD TO THE JORIN SPECIALTY COMPANY
PAGE -2-

SHIPPED TO

(SAME UNLESS OTHERWISE INDICATED)

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

ON BACK ORDER	QUANTITY	DESCRIPTION	UNIT	AMOUNT	TOTAL
		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.

TELEPHONE
UNION 3-6340



TUNGSTEN
CONTACT MANUFACTURING CO., Inc.



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

ORDER NO. **A**

SOLD
 TO

SHIPPED
 TO

(SAME UNLESS OTHERWISE INDICATED)

JORIN SPECIALTY COMPANY
PAGE -3-

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		
ON BACKORDER	QUANTITY	DESCRIPTION	UNIT	AMOUNT
	4 KILOS	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.

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. Hagan
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 MANUFAC-
TURING CO., INC., a
corporation

-vs-

JOSEPH A. SARICKS, trading
as THE JORIN 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 & SWOOP

By *J. Bell*
VENINO AND VENINO
Attn: *J. Bell*

Attorneys for Plaintiff

5.00
CLEARFIELD, PENNA.
4-57-1961

WMA T. HAGERTY
BELL, SILBERBLATT & SWOOP
ATLANTIC CITY, NEW JERSEY
CLEARFIELD TRUST CO. BLDG.

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 & SWOOP

By J. C. Bell

VENINO AND VENINO

By John J. Venino

Attorneys for Plaintiff

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

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 23rd day
of October , 1961.

Eileen G. Cappa

EILEEN G. CAPPA
A NOTARY PUBLIC OF THE STATE OF NEW JERSEY
My Commission Expires Jan. 21, 1968

March 30, 1960

The Jorin Specialty Co.
129 Main Street
Bradford, Pennsylvania

Attention: Mr. D. H. 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 11¢ 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-322L'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 POPular 5-8614

TH

BULK

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	37	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	27	Sept. 1st . 1,000. / 1,000 every other month X
5,000	JAL-2435	37	Sept. 1st. 1,000. - 1,000 every other month. L

July 30, 1960

5,000	JAL- 2021	39	1,000 Sept. 1st.	1,000 every other Month
5,000	JAL- 2033	39	1,000 Sept. 1st	1,000 every month
XXXXXXXXXXXXXX				
5,000	JAL-2023	39	1,000 Sept. 1st	1,000 every other month.
5,000	JAL-2029	39	1,000 Sept. 1st	1,000 every other month.
5,000	JCH-1	42	1,000 Sept. 1st	1,000 every month

This is a firm and separate order and has no bearing on orders now being filled. We are desperately in need of every type that is now on order.

We are trusting that by placing this order we will open the bottleneck that has so plagued us and allow us to conduct our business on a smoother basis.

Very truly yours,

THE HORIN SPECIALTY COMPANY
Joseph Saricks
Joseph Saricks, Pres.

JCS:ms

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:rmj

3/8 w/b
call the a/c

April 27, 1961

3/9

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			
Tungsten Rod	15 Kilo	\$20/Kilo	\$ 50.00
Cut Disc	30,000	15/M	300.00
JDR24 Bar	6,000	30/M	450.00
JDR30L	2,000	30/M	180.00
JAL21	1,000	25/M	60.00
JAL31L	2,000	20/M	25.00
JDR41	1,500	40/M	40.00
JCHO	1,000	15/M	60.00
AL33 w/tung. & stud	500	80/M	15.00
AL29	600	20/M	40.00
AL33	4,000	20/M	12.00
AL25	500	25/M	50.00
AL31 w/stud	600	40/M	12.50
DR30 w/tung.	600	70/M	24.00
DR41 w/tung.	400	80/M	42.00
DR32 w/tung.	3,500	45/M	32.00
DR32	1,500	25/M	157.50
PO19 finished	400	32¢ each	37.50
AL31	1,500	20/M	128.00
CH-1	3,000	20/N	30.00
AL31	2,400	20/M	60.00
PO21 finished	276	32¢ each	48.00
PO21 w/tung.	400	70/M	88.32
DR30L w/tung.	1,000	70/M	28.00
AL31 w/tung. & stud	3,000	80/M	70.00
AL2435 finished	1,500	39¢ each	240.00
AL21 w/tung.	700	60/M	585.00
DR41 finished	407	47¢ each	42.00
AL3033	296	39¢ each	191.29
AL2231	300	39¢ each	115.44
			117.00

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,

JORGSTEN CONTACT MFG. CO., INC.

WCH:rjc

William C. Hollopeter

Plaintiffs
Exhibit "D"