

DOCKET NO. 173

NUMBER	TERM	YEAR
390	February	1961

Homer Price

VERSUS

Daniel C. Miller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
HOMER PRICE

Vs. : No. 390 February Term, 1961
DANIELLE. MILLER : In Assumpsit

PETITION AND MOTION

Donald R. Mikesell, Attorney for the Defendant,
Daniel C. Miller, respectfully represents that:

1. An Appeal was filed in the above matter on March 29, 1961 in the Court of Common Pleas of Clearfield County, Pennsylvania to No. 390 February Term 1961.


2. Notice of said Appeal was served on the Plaintiff, Homer Price, by Certified Mail, Return Receipt Requested. Said Return Receipt bears the signature of Homer Price and shows delivery on March 31, 1961.

3. The Notice also notified the Plaintiff to file Complaint within thirty (30) days after receipt of notice or a judgment of Non. Pros. would be taken against him.

4. The Plaintiff has failed to file a Complaint in the above matter within the time provided by Local Rules of Court.

WHEREFORE, the Defendant, by his Attorneys, Urey & Mikesell, move that a Rule be entered on the Plaintiff requiring him to file a Complaint within fifteen (15) days after service of the Rule, and if not filed, a judgment of Non. Pros. may be entered against the Plaintiff.

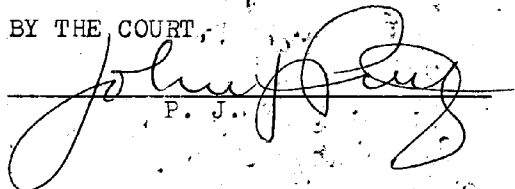
UREY & MIKESELL

By 
Attorneys for Defendant

ORDER

And now, this / of May 1961, a Rule is granted upon the Plaintiff to file a Complaint within fifteen (15) days after service of the Rule and if not filed a judgment of Non. Pros. may be entered against the Plaintiff. Said Rule to be served on the Plaintiff by Certified Mail, Return Receipt Requested, Delivered Only to Addressee.

BY THE COURT,


P. J.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Case No. 100-100000-1

Filed for the Clerk of the Court

Exhibit A

On this day, I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original document, as the same appears to me, and I am a member of the family of the person named in the foregoing document.

I declare under penalty of perjury that the foregoing is true and correct.

Subscribed and sworn to before me this 1st day of May, 1962.

Notary Public for the District of Columbia

FILED
MAY 1 1962
WMA. T. HAGERITY
PROTHONOTARY

(3)

390 Oct. 1968

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER PRICE

VS.

No. 390 February Term, 1961

DANIEL C. MILLER

PRELIMINARY OBJECTIONS
ON BEHALF OF PLAINTIFF

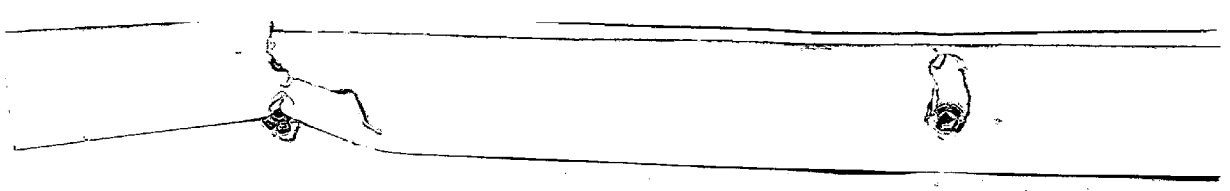
1. Paragraph 2 fails to aver whether defendant's agreement to purchase was written or verbal, and if written to attach a copy.

2. The defendant fails to attach a list or explain in detail the payments alleged to have been made, and the supplies alleged to have been delivered to plaintiff, which are mentioned in paragraph 3 of the answer.

3. The defendant fails to itemize, list, explain or detail the additional credits alleged in paragraph 5 of the answer.

WHEREFORE plaintiff moves the Court for a more specific answer.


ATTORNEY FOR PLAINTIFF



Now June 22, 1962 Service of the Preliminary Objections
accepted & copy received

*Very Truly
Yours
Donald R. Miller*
att'y for Defendant

<p><i>Mr. Miller to court</i></p> <p>IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. No. 390 February Term, 1962</p>	<p>HOMER PRICE VS. DANIEL C. MILLER</p>	<p>PRELIMINARY OBJECTIONS IN BEHALF OF PLAINTIFF</p>	<div data-bbox="1007 1170 1181 1436"><p>FILED JUN 16 1962 CARL E. WALKER PROTHONOTARY</p></div> <p>LAW OFFICES CLARENCE R. KRAMER CLEARFIELD, PA. 217 MARKET STREET</p>
--	---	--	---

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER PRICE

vs.

DANIEL C. MILLER

No. 390 February Term, 1961

COMPLAINT IN ASSUMPSIT

Homer Price, the plaintiff seeks to recover of Daniel Miller, the defendant, upon the following facts:

1. The plaintiff is Homer Price who lives in Greenwood Township and his address is R. D. Mahaffey. The defendant is Daniel C. Miller who lives in Bell Township and his address is also Mahaffey.

2. That the parties on or about the 1st day of April, 1960, entered into a verbal agreement by which plaintiff would fell timber trees, trim and cut them into logs and the defendant, as purchaser, would skid and haul the logs; plaintiff to be paid \$30.00 per thousand board feet according to scale measurements.

3. Pursuant to such verbal contract, timber was cut, trimmed and sawed into logs by plaintiff, skidded and hauled by defendant and paid for except for a balance of \$258.55 as shown by statement furnished by defendant to plaintiff, a copy of which is hereto attached, whereby the account as of May 21, 1960, was that the defendant owed the plaintiff \$258.55, which balance was accepted at that time by both parties as the status of the account between them.

4. That on May 21, 1960, defendant placed an additional order for logs with plaintiff, pursuant to which on May

23rd, 1960, plaintiff began cutting trees and sawing them into logs as agreed upon, and continued therein until June 3, 1960. During said period 358 logs were cut, scaling 16,547 board feet for the \$30.00 per thousand making a total due plaintiff of \$496.41. That sum added to a balance of \$258.55 owing as of May 21, 1960, made the total then due plaintiff by defendant \$754.96.

5. That against said indebtedness there are credits, which are itemized as follows:

Indebtedness		\$754.96
Credit by check	\$500.00	
July 7, 1960, credit by check	\$ 52.99	
Credit for lumber sawed by plaintiff for defendant	\$ 30.00	
TOTAL Credits		\$582.99
Balance owing plaintiff		\$171.97

WHEREFORE, plaintiff seeks judgment for \$171.97 with interest from July 3, 1960 and costs.

Lawrence R. Kramer
ATTORNEY FOR PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA:
: SS
COUNTY OF CLEARFIELD :

Before me, the prothonotary, personally appeared Homer Price, who being duly sworn according to law deposes and says that the facts set forth in the foregoing complaint are true and correct.

Homer Price

Sworn to and subscribed before
me this 24th day of June, 1961.

Wm T. Hagerty
Prothonotary

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

Order No. May 19 60

M H. Price

Ship-to For logs

At when

How Ship Salesman

Terms: Buyer Dan

	5511 ft	\$1	65	33
	4089 "	1	22	67
	6565 "	1	96	95
		\$4	84	95
	gas		1	40
		\$4	83	55
	By ck	2	25	00
May 21	Bal	2	58	55

Now, June 29, 1961 Service of this within Complaint
is accepted by copy & personal service waived.

Verey R. Mitchell
Donald R. Mitchell

Atty for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. NO. 390 FEBRUARY TERM, 1961	
HOMER PRICE VS. DANIEL C. MILLER	
COMPLAINT IN ASSUMPSIT	
To the within named defendant: You are required to answer this Complaint in Assumpsit within twenty (20) days from the date of service hereof.	
<p><i>Clarence B. Thayer</i> <i>Attorney for Plaintiff</i></p> <p>FILED JUN 29 1961 WM. T. HAGERITY LAW OFFICE PROthonotary CLARENCE B. KRAMER CLEARFIELD, PA. 217 MARKET STREET</p>	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER PRICE

vs.

DANIEL C. MILLER

:
:
:
:
:

No. 390 February Term 1961

ANSWER

Comes now, the Defendant by his Attorneys, and files this Answer to the Complaint in the above entitled matter.

1. Admitted

2. It is denied that the Defendant, as purchaser, ever agreed to skid the logs of the Plaintiff, but on the contrary it is averred that the Defendant agreed to purchase newly cut logs placed by the Plaintiff upon the skidway ready for loading at a price of \$30.00 per thousand per log feet. In addition, the Defendant agreed to purchase two thousand log feet of old logs which had been cut two or three years prior to the date of purchase, at a price of \$25.00 per thousand.

3. It is admitted that there was a balance shown on a statement of May 21, 1960, of an amount of \$258.55, but it is denied that the balance was accepted at that time by both parties as the statement of the account between them; and it is further denied that the Defendant owed the Plaintiff \$258.55, and in addition, it is averred that the Defendant made payment and delivered supplies to the Plaintiff for an amount of more than \$258.55, and that credit was never given the Defendant for said amounts, and if proper credits would have been given by the Plaintiff there was no balance owed by the Defendant to the Plaintiff.

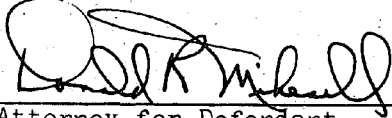
4. It is denied that on May 21, 1960, Defendant placed an additional order for logs with the Plaintiff, but on the contrary it is averred that on the date of the original oral agreement on or about April 1, 1960, Defendant agreed to purchase two thousand

feet of old logs and purchase all newly cut logs that Plaintiff would place on the skidway at a rate of \$30.00 per thousand per log foot. It is denied that between May 23, 1960 and June 3, 1960, Plaintiff cut 358 logs scaling 16,547 board feet, and it is denied that there is any amount due Plaintiff, whether for newly cut logs or for an old balance, for the reason that the Defendant had paid Plaintiff in full for all logs cut either by cash or by supplies advanced.

5. It is denied that the Defendant was indebted to the Plaintiff in the amount of \$754.96. The credits listed by the Plaintiff in paragraph five are admitted, but there are additional credits which Plaintiff has failed to list which are in excess of the amount claimed, by the Plaintiff as a balance owed,

WHEREFORE, the Defendant respectfully request that this action be dismissed on the grounds that the Defendant has paid the Plaintiff in full.

UREY & MIKESELL


Attorney for Defendant

Daniel C. Miller

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared DANIEL C. MILLER, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed before
me this day of 1962.

Daniel C. Miller

Now June 15 1962 served on me by copy

Clarence P. Hanner
attorney for Homer Price

#1

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNA.	
No. 390 February Term 1961	
HOMER PRICE	
vs.	
DANIEL C. MILLER	
<u>ANSWER</u>	
<div>FILED JUN 22 1962 CARL E. WALKER PROTHONOTARY</div>	
UREY & MIKESELL ATTORNEYS AT LAW CLEARFIELD TRUST COMPANY BUILDING CLEARFIELD, PA.	

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER PRICE

Vs.

DANIEL C. MILLER

No. 390 February Term, 1961

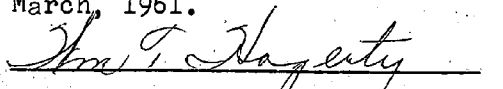
In Assumpsit.

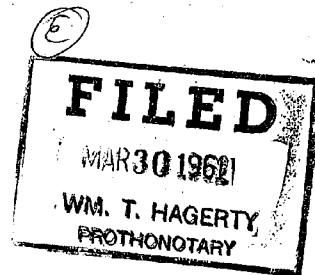
STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

Donald R. Mikesell, being duly sworn according to law, deposes and says that he is the Attorney for the Defendant above named and makes this Affidavit on his behalf, being authorized so to do; that the Appeal in the above case is not taken by the Defendant for the purpose of delay, but that he truly believes that an injustice has been done.


Donald R. Mikesell

Sworn and subscribed to
before me this 30th day of
March, 1961.


PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962



Homer Price.		
Mahaffey, Pa.		
VERSUS		
Daniel C. Miller		
Mahaffey, Pa.		
COSTS OF		
Charles W. McClure, J.P.		
Each		TAX HERE
.80	Summons	
.80	Entering Return	
.80	Entering action	
.25	Qualifying Const.	
.10	Notice fee	\$1.50
.25	Docket fee	10.00
.30	Subpoena	
.30	Subpoena D. T.	
.75	Trial and Judgment	
.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		
Clyde Servey		
.20	Serving Summons	1.50
	Mileage80
	Serving Execution	
	Mileage	
	Levying	
.15	Serving Subpoena	

CIVIL SUIT.

Summons, issued February 8, 1961, to

Clyde Servey Constable. Returnable
the 15th day of February 1961,
between the hours of 10:30 o'clock A. M.,
and 11:30 o'clock A. M.

served on Defendant by: handing a true and attested copy to an adult member of his family at his dwelling house, so answers Clyde Servey, Const., February 15, 1961 court duly convened at 10:50 A.M. Pltff. and Def't. present, both duly sworn. Testimony taken, hearing continued to Feb. 25, 1961 to enable Pltff. and Def't. to bring in exhibits to offer to aid in making a finding. Court duly convened at 10:30 A.M., Feb. 25, 1961. Pltff. and Def't. and witnesses duly sworn. Def't. had retained attorney Don Mikesell, to represent him. Testimony taken, exhibits examined and court announced the findings would be made March 2, 1961. Court duly convened at 7:02 P.M. March 2, 1961. After analyzing testimony taken and examining exhibits offered, the controversy, basis for this cause of action, question is raised on transaction to May 21, 1960. Statement of Def't. denoting balance due Pltff. from Def't. of \$258.55 order placed by Def't. for additional logs after May 21, 1960. May 23, 1960 Pltff. began cutting logs, completing said cutting June 3, 1960, 358 logs cut according to Pltff's statement of claim making a footage of 16,547 feet at \$30.00 per thousand making a total of \$496.41 plus the amount due on statement of Def'ts. making a total of \$754.96 due Pltff. Credit by check of \$500.00, another check of \$52.99 and a credit of \$30.00 for lumber sawed for Pltff. by Def't. making a total credits of \$582.99 leaving a balance due Pltff. Homer Price from Def't., Daniel C. Miller, \$171.97 cause of this action. Now March 2, 1961 finding of this court, judgment is publicly given Pltff., Homer Price, against Def't., Daniel C. Miller at 7:23 o'clock P.M. March 2, 1961 in amount as follows: amount of claim \$171.97; N. Fee \$1.50; Docket Fee \$10.00; Const. Service \$1.50; Constable Mileage .80, total Judgment \$185.77. At finding of court Pltff. is present, Def't. not present nor Def'ts. representative present. Court adjourned at 7:35 o'clock P.M. March 2, 1961.

Now March 11th, 1961 Daniel C. Miller Appeals

with Absolute bail in the sum of Four (\$400.00) hundred dollars:

OATH

Clearfield County S. S.

Personally appeared before me, a Justice of the Peace in and for said county, Daniel C. Miller who being duly sworn according to law; depose 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.

v. Dan Miller

Sworn and subscribed before me this 11th day of March A. D. 1961

BOND

MY COMMISSION EXPIRES
JANUARY 1st, 1964

Know all men by these presents that we Daniel C. Miller Defendant and Wallace E. & Helma A. Sample are each held and firmly bound to the Plaintiff in the sum of \$ 400.00 (Four) conditioned for the payment of all costs that have accrued or may accrue or be legally recovered from the appellant.

o Wallace E. Sample

Taken and acknowledged to before me this 13th day of March A. D. 1961

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 27th day of March

JUSTICE OF THE PEACE

My Commission Expires Jan. 1, 1964

No. 390 Feb Term, 1961

Homer Price

Mahafey, Pennsylvania
VERSUS

Daniel G. Miller

Mahafey, Pennsylvania

Transcript of Judgment

FROM THE DOCKET OF

Charles W. McClure,

Justice of the Peace

Entered and filed

② 442

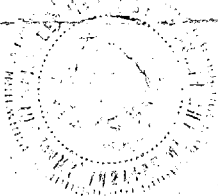
FILED

Prothonotary

WM. T. HAGERTY
PROTHONOTARY

Attorney

2-25-
X Say "Of Appeal" or "Judgment" as the case may be.



#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)

Wagner Davis
SIGNATURE OF ADDRESSEE'S AGENT, ANY

DATE DELIVERED

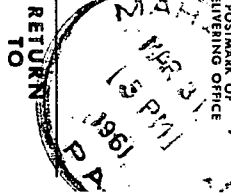
ADDRESS WHERE DELIVERED (only if requested in item # 1)

MAR 1 1954

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300.

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.



REGISTERED NO.	NAME OF SENDER
CERTIFIED NO.	STREET AND NO. OR P. O. BOX
INSURED NO.	CITY, ZONE AND STATE

No. 881694

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO <i>Steven Pries</i>		POSTMARK OR DATE PAID MAR 30 8 AM 1961 P.A.
STREET AND NO. <i>1102</i>		
CITY AND STATE <i>Richfield - Pa.</i>		
<input checked="" type="checkbox"/> If you want a return receipt check which shows to whom, when, and address delivered		<input type="checkbox"/> If you want restricted delivery, check here 50¢ fee
FEES ADDITIONAL TO 20¢ FEE		
POD Form 3800 Apr 1960		SEE OTHER SIDE

1. Stick postage stamps to your article to pay:
20¢ certified mail fee
First-class or airmail postage
Restricted delivery fee—50¢ (optional)
Special-delivery fee (optional)
Either return receipt fee—10¢ or 35¢ (optional)
2. If you want this receipt postmarked, stick the gummed stub on the left portion of the address side of the article, *leaving the receipt attached*, and present the article to a postal employee.
3. If you do not want this receipt postmarked, stick the gummed stub on the left portion of the address side of the article, detach and retain the receipt, and mail the article.
4. If you want a return receipt, write the certified-mail number and your name and address on a return receipt card, Form 3811, and attach it to the back of the article by means of the gummed ends. Endorse front of article **RETURN RECEIPT REQUESTED**.
5. If you want the article delivered only to the addressee, endorse it on the front **DELIVER TO ADDRESSEE ONLY**. Place the same endorsement in line 2 of the return receipt card.
6. Save this receipt and present it if you make inquiry.

16-7265-8

8-000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER PRICE

Vs.

DANIEL C. MILLER

No. 390 February Term, 1961

In Assumpsit

AFFIDAVIT OF SERVICE OF NOTICE OF APPEAL
AND NOTICE TO FILE COMPLAINT

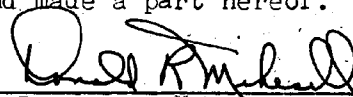
STATE OF PENNSYLVANIA :

: SS

COUNTY OF CLEARFIELD :

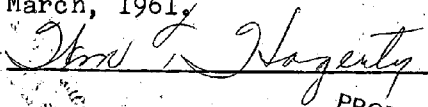
Donald R. Mikesell, of the law firm of Urey & Mikesell, being duly sworn according to law, deposes and states that they are the Attorneys for the Defendant in the above proceeding, and that he gave notice in writing to the Plaintiff of the date of filing this Appeal, and the Court Term and Number thereof, said Notice in writing having been sent by Certified Mail, Return Receipt Requested, to Homer Price, the Plaintiff, on March 29, 1961.

In and by said Notice, Plaintiff was also notified to file a Complaint within thirty (30) days, or else judgment of Non. Pros. will be taken against him. A true and correct copy of said Notice is hereto attached and made a part hereof.

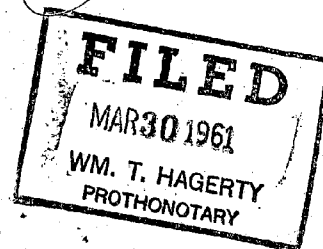


Donald R. Mikesell

Sworn to and subscribed
before me this 30th day of
March, 1961.



PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HOMER PRICE

Vs.

DANIEL C. MILLER

:
:
:
:
:

No. 390 February Term, 1961

In Assumpsit

NOTICE OF APPEAL

Mr. Homer Price,
R.D. 2,
Mahaffey, Pennsylvania.

Dear Sir:

Please note that we have taken an Appeal from the judgment obtained by you before Justice of the Peace, Charles W. McClure, on March 2, 1961, in the above matter.

Said Appeal has been filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 390 February Term, 1961, on March 29, 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,

UREY & MIKESELL

By Donald R. Mikehell
Attorneys for Defendant

March 29, 1961.