

DOCKET NO. 175

Number Term Year

408 September 1961

Clearfield Trust Company,

Adm. of the Est. of Robert Rogers,

Versus Dec'd

Harold B. Wisor

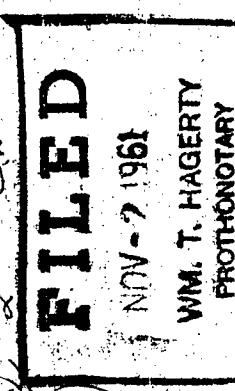
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA
NO. 408 September Term, 1961

CLEARFIELD TRUST COMPANY,
ADMINISTRATOR OF THE ESTATE
OF ROBERT ROGERS, DECEASED

-VS-

HAROLD B. WISOR

PRAECLPPE AND PETITION FOR
SETTLEMENT



WILLIAM C. CHASE
ATTORNEY AT LAW
KEystone BUILDING
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

CLEARFIELD TRUST COMPANY,
ADMINISTRATOR OF THE ESTATE
OF ROBERT ROGERS, DECEASED

* No. 408 September Term, 1961

*

*

*

*

*

*

*

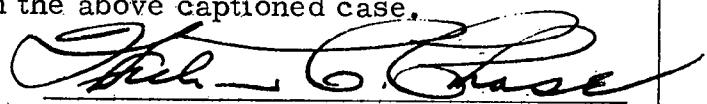
-VS-

HAROLD B. WISOR

TO WILLIAM T. HAGERTY, PROTHONOTARY:

SIR:

Issue Summons in Trespass in the above captioned case.


William C. Chase, Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

CLEARFIELD TRUST COMPANY,
ADMINISTRATOR OF THE ESTATE
OF ROBERT ROGERS, DECEASED

* No. September Term, 1961

*

*

*

*

*

*

*

-VS-

HAROLD B. WISOR

TO WILLIAM T. HAGERTY, PROTHONOTARY:

SIR:

NOW, September 14, 1961, service of Summons is accepted and
issuance of writ is waived. Enter our appearance for Harold B. Wisor in the
above captioned proceeding.

BELL, SILBERBLATT & SWOOP
BY 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

CLEARFIELD TRUST COMPANY, * No. September Term, 1961
ADMINISTRATOR OF THE ESTATE *
OF ROBERT ROGERS, DECEASED *
*
*

-VS-

HAROLD B. WISOR

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The joint Petition of the Clearfield Trust Company, Administrator of the Estate of Robert Rogers, Deceased, and State Farm Mutual Automobile Insurance Company, Insurance Carrier for Harold B. Wisor, by Bell, Silberblatt & Swoope, their Attorneys, respectfully represents:

1. On November 17, 1960, Defendant possessed, controlled and operated the truck involved in the accident hereinafter described.

2. On November 17, 1960, at 10:15 P.M., Deceased was walking along Legislative Route #17119, 288 feet from its intersection with Route #322. Defendant was traveling West on Route #17119 in a 1959 Chevrolet Truck at 35 miles per hour when he struck the Deceased, injuring him fatally.

3. Although the speed limit at the scene of the accident was 50 miles per hour, due to the cloudy weather, the State Police reported the maximum safe driving speed as being 25 miles per hour. At the speed he was traveling, Defendant was unable to recognize the danger until he was only 10 feet from Deceased. Therefore, Plaintiff alleges Defendant was negligent in the operation of his vehicle on the night in question.

4. Due to being struck by the right front fender of the Defendant's truck, Deceased was fatally injured, and died at 2:50 A.M., November 18, 1960 at the Clearfield Hospital.

5. The Decedent left surviving him, the following persons entitled to recover damages for his death, on whose behalf this action is brought:

Josephine Rogers	Clearfield, Pa.	Widow
Mrs. Joann Hinks	Niagara Falls, New York	Daughter
Margaret Ann Rogers	Clearfield, Pa.	Daughter (Minor)
William Rogers	Clearfield, Pa.	Son (Minor)
Helen Rogers	Clearfield, Pa.	Daughter (Minor)
Mary Jane Rogers	Clearfield, Pa.	Daughter (Minor)

6. By reason of the death of the Decedent, his said Widow and children have suffered pecuniary loss and Josephine Rogers, Widow of the Decedent, has incurred the following expenses:

Medical Bills	\$ 35.00
Hospital Bills	57.95
Funeral Expenses	908.00
TOTAL	<u>\$1000.95</u>

7. Decedent did not bring an action for his personal injuries during his lifetime and no other action for the death of the Decedent has been commenced against this Defendant.

8. That Harold B. Wisor, Defendant and owner of the aforesaid truck, is insured by State Farm Mutual Automobile Insurance Company, which Company has negotiated a settlement with the Clearfield Trust Company, Administrator of the Estate of Robert Rogers, Deceased, for the gross sum of Twenty-five Hundred Dollars (\$2500.00) which said settlement was agreed upon between a Representative of the Insurance Company and William C. Chase, Esq., Attorney for the Administrator.

9. That your Petitioners, Bell, Silberblatt & Swoope, represent State Farm Mutual Automobile Insurance Company for the purpose of preparing the necessary papers to present to Your Honorable Court for the approval of the settlement and that said Attorneys do not represent the Estate of Robert Rogers and have preformed no services for said Estate.

10. That your Petitioner, Clearfield Trust Company, feels that the settlement offered by the State Farm Mutual Automobile Insurance Company in the gross amount of Twenty-five Hundred Dollars (\$2500.00) is fair and reasonable

under the circumstances, and request Your Honorable Court to approve the same and direct distribution.

WHEREFORE, Your Petitioners jointly pray Your Honorable Court to approve the settlement in the gross amount of Twenty-five Hundred Dollars (\$2500.00) and to direct distribution of the same and they will ever pray.

CLEARFIELD TRUST COMPANY, Administrator
of the Estate of Robert Rogers, Deceased

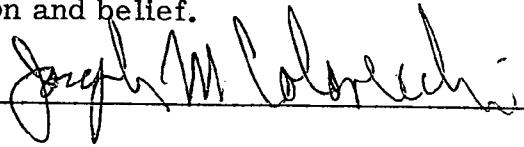
BY William C. Chase
William C. Chase, Attorney

BELL, SILBERBLATT & SWOOP, Attorney for
State Farm Mutual Automobile Insurance Company
BY Paul Silberblatt

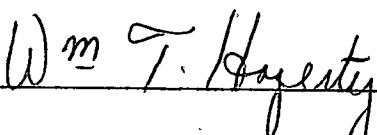
STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

Personally appeared before me, the undersigned officer, JOSEPH M. COLAVECCHI, who, being duly sworn according to law, deposes and says that he is the Trust Officer of The Clearfield Trust Company, Petitioner herein, and that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.



Sworn and subscribed to before me
this 12th day of September, 1961.



PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

CLEARFIELD TRUST COMPANY,
ADMINISTRATOR OF THE ESTATE
OF ROBERT ROGERS, DECEASED

* No. September Term, 1961

*

*

*

-VS-

*

*

*

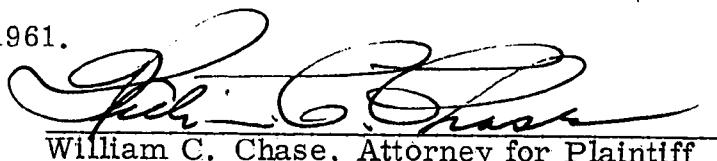
HAROLD B. WISOR

TO THE PROTHONOTARY OF SAID COURT:

SIR:

Mark the above case settled and discontinued on payment of all costs.

DATED: November 16, 1961.


William C. Chase, Attorney for Plaintiff

CLEARFIELD TRUST COMPANY
BY 

Joseph M. Colavecchi, Trust Officer

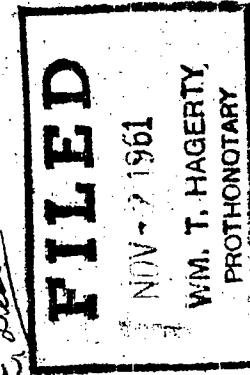
N THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 408 September Term, 1961

CLEARFIELD TRUST COMPANY,
ADMINISTRATOR OF THE ESTATE
OF ROBERT ROGERS, DECEASED

-VS-

HAROLD B. WISOR

ORDER OF COURT



WILLIAM C. CHASE
ATTORNEY AT LAW
KEYSTONE BUILDING
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

CLEARFIELD TRUST COMPANY,
ADMINISTRATOR OF THE ESTATE
OF ROBERT ROGERS, DECEASED

* No. 408 September Term, 1961

*

*

*

-VS-

*

*

*

HAROLD B. WISOR

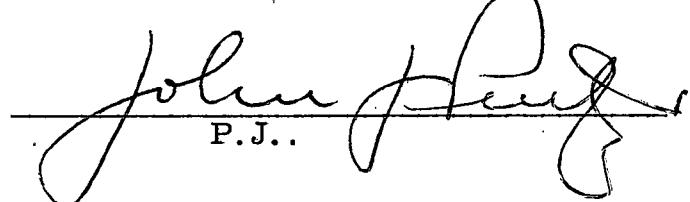
O R D E R

NOW, This 2nd day of November, 1961, upon consideration of the foregoing Petition and upon Motion of William C. Chase, Attorney for one of the joint Petitioners, the Court hereby approves the settlement of the claim of the Clearfield Trust Company, Administrator of the Estate of Robert Rogers, Deceased, for the gross sum of Twenty-five Hundred Dollars (\$2500.00) and directs distribution to be made as follows:

William C. Chase, Attorney for Administrator	\$ 750.00
Clearfield Trust Company, Administrator	1750.00
TOTAL	\$ 2500.00

On receipt of the aforesaid amounts, Clearfield Trust Company, Administrator is directed to sign a Praeclipe for the discontinuance of the above-captioned case in the Form attached. Upon payment of all costs by the Defendant, after which the Defendants', Harold B. Wisor and State Farm Mutual Automobile Insurance Company shall be discharged from any further liability to the aforesaid Plaintiff's, Widow and heirs of the Deceased.

BY THE COURT,


John J. Henly
P.J..