

DOCKET NO. 175

NUMBER TERM YEAR

456 November 1961

Joseph X. Arick

VERSUS

Mrs. Mae Witter

No. 456, November Term, 1961

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

IN ASSUMPSIT

JOSEPH X. ARICK

VS

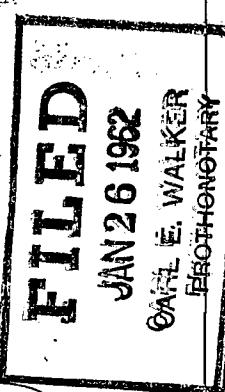
MRS. MAE WITTER

ANSWER

TO THE WITHIN PLAINTIFF:
You are hereby notified
to plead to the New Matter
in the within Answer within
twenty (20) days from date
of service hereof.

AMMERMAN & BLAKLEY

BY



100-12202
Date of filing 20 Jan 62
Notary Public Seal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH X. ARICK,
Plaintiff

-vs-

No. 456, November Term, 1961

MRS. MAE WITTER,
Defendant

IN ASSUMPSIT

*** ***

*

A N S W E R

NOW, comes the defendant, Mae Witter, by her attorneys Ammerman & Blakley, and files this answer to plaintiff's complaint.

(1). Admitted.

(2). Admitted.

(3). Paragraph No. 3 is denied. Defendant never entered into any contract with plaintiff for plaintiff to look after the property in which the defendant resides. Plaintiff performed certain services during the years 1949 and 1950, in the nature of installing laundry tubs and kitchen sink, and drains and pipes, which was by contract with the husband of defendant, who is now deceased. After the death of defendant's husband, the defendant entered into no further contracts with the plaintiff for any plumbing service, and plaintiff did not perform any plumbing service for the defendant after 1953. All items set forth on plaintiff's Exhibit "A" after 1953 are incorrect and are denied.

(4). Paragraph No. 4 is denied. It is denied that there was any work agreed upon between the plaintiff and the defendant, and the only work that was ever performed to defendant's knowledge was that work set forth on said Exhibit "A"

from 1949 until 1953, and no work was ever performed by the plaintiff for the defendant after said date.

(5). Paragraph No. 5 is denied. On the contrary, all items shown on plaintiff's Exhibit "A", up through 1953, were paid to the plaintiff and after that time there were no further services performed by the plaintiff for the defendant.

(6). Paragraph No. 6 is denied as stated. All prices charged by the plaintiff for work done prior to 1953 were the subject of agreement between the plaintiff and the defendant's deceased husband, and there have been no further services performed since that time.

NEW MATTER

For further and more specific answer, the defendant herein alleges the following new matter:

(7). That all of the items set forth on plaintiff's Exhibit "A", during the year 1949 and 1950, were the result of an individual contract between the plaintiff and the deceased husband of the defendant. After the completion of said contract, the defendant's husband did pay to the plaintiff the sum of Three Hundred Thirty-eight and 49/100 (\$338.49) Dollars, which represents the full amount due on the contract between plaintiff and defendant's deceased husband. The items set forth on plaintiff's Exhibit "A" under 1952 and 1953 were service calls, and did not pertain to the original contract, and were paid shortly after each of said calls were made.

(8). That the cause of action on the items in Exhibit "A" for 1949 and 1950, which were items of a separate contract between plaintiff and defendant's deceased husband, accrued during

the year 1950, which is more than six (6) years prior to the institution of this action and is barred by the Statute of Limitations.

(9). Plaintiff's cause of action under the items set forth for 1952, 1953, 1954 and 1955 on said Exhibit "A", all accrued more than six (6) years prior to the institution of this action and are barred by the Statute of Limitations.

WHEREFORE, defendant requests that the complaint filed in this action be dismissed.

AMMERMAN & BLAKLEY

BY

David E. Blakley

STATE OF PENNSYLVANIA : : SS
COUNTY OF CLEARFIELD : :

MAE WITTER, 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 her knowledge, information and belief.

Mae Witter
Mae Witter

Sworn to and subscribed
before me this 17 day of
January, 1952.

Mrs. Della W. Egan

MRS. DELLA W. EGAN, Notary Public
DU BOIS, CLEARFIELD CO., PA.
My Commission expires Sept. 30, 1962

Affidavit of Service

Joseph X. Arick

vs.

Mrs Mae Witter

No. 456 Nov 1962
Term, 1962
Complaint In Assumpsit

Returnable within _____ days
from date of service hereof.

NOW January 11th 1962 at 3:30 o'clock P.M.

served the within Complaint In Assumpsit
on Mrs Mae Witter

Place of Residence 24 West Sherman Ave, DuBois, Pa.

by handing to her personally Complaint In Assumpsit
a true and attested copy of the original _____ and made
her known to _____ the contents thereof. Cost Sheriff Reese \$ 13.10

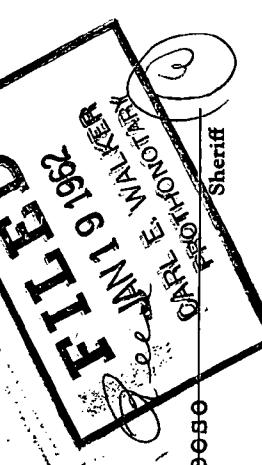
January 15

Sworn to before me this _____
January day of A. D. 1962

Carl E. Witter
Prothonotary

So answers,

James B. Reese
James B. Reese
Sheriff



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 456 *Not Term, 1962.*

JOSEPH X. ARICK
Plaintiff

vs

MRS. MAE WITTER
Defendant

COMPLAINT

TO THE WITTER, Defendant
YOU ARE REQUIRED TO FILE
An Answer
TO this Complaint
WITHIN TWENTY DAYS FROM THE SERVICE
HEREOF.

ATTEST: Plaintiff
Edward T. Kelley

ATTORNEY FOR Plaintiff
Edward T. Kelley

1411 G 1962

1411 G 1962

EDWARD T. KELLEY

ATTORNEY AT LAW
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH X. ARICK :
Plaintiff : No. 456 2nd Term, 1962
vs. :
MRS. MAE WITTER : IN ASSUMPSIT
Defendant :

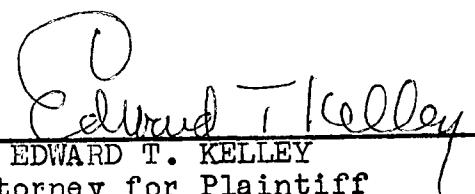
C O M P L A I N T

NOW, to wit, this 10 day of January, 1962, comes the Plaintiff, JOSEPH X. ARICK, by his attorney, Edward T. Kelley, and brings this action in Assumpsit against the Defendant in the above entitled case, to recover the sum of Three Hundred Fifty Two and 29/100 (\$352.29) Dollars, with interest from the 13th day of January, 1956, which is justly due to the Plaintiff upon a cause of action whereof the following is a statement:

1. The Plaintiff herein is Joseph X. Arick, who is in the plumbing and heating business and resides at 317 Knarr Street, DuBois, Pennsylvania.
2. The Defendant is Mrs. Mae Witter, who resides at 24 West Sherman Avenue, DuBois, Pennsylvania.
3. The Plaintiff avers that by a verbal contract, Plaintiff arranged with the Defendant to look after her property and install various types of heating and plumbing equipment as per bill attached hereto and marked Exhibit "A". the total amount of said bill being \$352.29.
4. The Plaintiff furnished all the labor and materials agreed upon and said work was completed on or about January 13, 1956.
5. That no payments have been made since January 13, 1956, although the Plaintiff has repeatedly demanded payment from the Defendant of the amount due, namely \$352.29 but the Defendant has wholly neglected to pay the same or any part thereof.

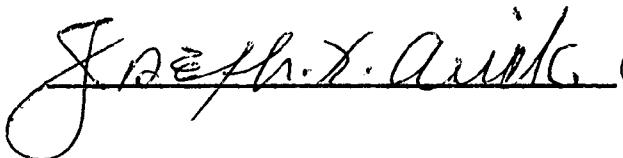
6. That the prices charged were the fair and going prices at the time and were in line with charges of a similar nature made by other plumbers in the vicinity.

WHEREFORE, the Plaintiff brings this action in Assumpsit to recover the sum of \$352.29, together with interest thereon and costs of suit.


EDWARD T. KELLEY
Attorney for Plaintiff

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :

Mr. Joseph Arick being duly sworn according to law
deposes and says that the facts set forth in the foregoing
Complaint are true and correct to the best of his knowledge, in-
formation and belief.

 (SEAL)

SWORN and subscribed to
before me, a Notary Public,
this 10th day of January,
1962.

Carl E. Walker
Notary Public

PRO...
My Commission Expires
1st Monday Jan. 1966

Phone: 8520

371-8520

JOSEPH X. ARICK
MODERN PLUMBING AND HEATING

DuBois, Pa., January 5, 1962 195

Sold to Mrs Mae Witter.

24 West Sherman Ave.

Terms: Prompt Cash

All Claims For Errors Must Be Made Within Five Days From Receipt Of Bill, Otherwise No Allowance Will Be Made

"Work done at Residence."				
1949				
May 15	Plumber & Helper Se.	11	10	
	12 ft. - $\frac{1}{2}$ copper pipe	2	28	
	2 - $\frac{1}{2}$ C to copper tees		50	
	2 - $\frac{1}{2}$ copper to iron adopters		32	
	2 - $\frac{1}{2}$ " " Copper St Ells		32	
	5 - $\frac{1}{2}$ copper to copper Ells		80	
	One set laundry tray spigots Rough Nickle	3	25	
	1 - 2" Ex Heavy P Trap	2	00	
	1 - 2" lead joint		60	
	22 - $\frac{1}{2}$ solder joints		88	
June 28	Plumber & Helper Ser. (Installing Kitchen Sink)	15	28	
	One 72" Kitchen Sink & Cabinet Complete with double drain Boards (American Standard)	215	00	
	1 - 1 $\frac{1}{2}$ twin waste			
	2 - $\frac{1}{2}$ adopters		32	
	2 - $\frac{1}{2}$ copper couplings		32	
	6 - $\frac{1}{2}$ solder joints		30	
	10 - 1 $\frac{1}{2}$ wood screws		12	
Sept 15	Plumber Ser. (Check and clean Thermostath on Hot Water Tank)	2	35	
Sept 20	Plumber & Helper Ser. (Work on Laundry Tray Drain)	6	91	
	10 ft. - 2" Std Soil pipe	5	50	
	1 - 2" medium soil Y	1	00	
	1 - 2" " Soil Ell		75	
	8 lbs lead	2	00	
	1 lb oakum		28	
Sept 21	Plumber & Helper Ser.	7	40	
	One set plain Laundrys with stand	19	50	
	1 - 1 $\frac{1}{2}$ P trap with P O plug	1	70	
	2 - 1 $\frac{1}{2}$ Galv Nipples 2 $\frac{1}{2}$ & 5 $\frac{1}{2}$ long		50	
	1 - 1 $\frac{1}{2}$ drainage ell		55	
	1 - 1 $\frac{1}{2}$ lock nut		25	
	2 lbs lead		50	
	1 - 1 $\frac{1}{2}$ galv coupling		30	
		302	88	

Phone: 873

JOSEPH X. ARICK
MODERN PLUMBING AND HEATING

DuBois, Pa., January 5, 1962 195

Sold to Mrs Mae Witter

24 West Sherman Ave.

Terms: Prompt Cash

Du Bois, Penna.

All Claims For Errors Must Be Made Within Five Days From Receipt Of Bill, Otherwise No Allowance Will Be Made

" Work done at the Residence. "

	Brt Frwd.	302	88	
1950				
Feb 21	Plumber Ser.	2	35	
	One pair Laundry tray swing spouts	3	50	
May 2	Plumber Ser. (Drain and Flush hot water Tankout)	3	53	
June 16	Plumber & Helper Ser (On Hot Water Heaters)	3	53	
July 7	Plumber Ser. (Work on Heater & Basin)	3	53	
July 10	Plumber Ser. (Rep Gas Burners) 12- 1/8 x 1" brass bolts	7	05 12	
Nov 27	Plumber & Helper Ser. (Connect Gas Stoves)	9	26	
	1- 1/2" x 6" black nipple		12	
	4- 3/8 black nipples close and 3 1/2" long		24	
	2- 3/8 copper Gas connectors 12" & 36"	1	40	
	4- 3/8 Galv Ells		52	
	1- 1/2 x 3/8 Galv Ell		18	
	4ft.- 3/8 black pipe		28	
1952				
Mar 25	Plumber Ser. (Rep Heater)	1	38	
1953				
Nov 6	Plumber Ser. (Rep Heater & Connect Gas Stove)	2	75	
	1- 3/8 Globe valve		90	
	1- 3/8 x 4" black nipple		08	
	1- 3/8 black close nipple		06	
Dec 9	1- 3/8 x 1/4 galv reducer Plumber Ser. (Rep Closet)	1	14 38	
1954				
Sept. 13	Plumber Ser. (Cleaning heater & Rep Drain	3	10	
1955				
Oct 14	Plumber Ser. (Rep sink Drain	1	50	
	1- 1 1/2 trap washer		05	
1956				
Jan 13	Plumber Ser. (Rep spigots) 2 Bibb Washers	2	38 08	
		\$ 352	.29	