

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

FILED
JAN 26 1962
CARL E. WALKER
PROTHONOTARY

AMMERMAN & BLAKLEY
DUBOIS, PENNA.

Now 29 Jan 62 service accepted
Edward T. Kelley

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JOSEPH X. ARICK,
Plaintiff

-vs-

MRS. MAE WITTER,
Defendant

:
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:
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:
:
:
:

No. 456, November Term, 1961

IN ASSUMPSIT

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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

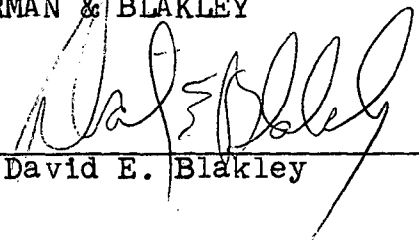
the year 1950, which is more than six (6) years prior to the institution of this action and is barred by the Statute of Limitations.

(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
DUBOIS, CLEARFIELD CO., PA.
My Commission expires Sept. 30, 1962

Affidavit of Service

Joseph X. Arick

vs.

Mrs Mae Witter

No. 456 Nov 1964 Term, 1964

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

at 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
known to _____ the contents thereof.

Costs Sheriff Reese \$ 13.10

January 15

Sworn to before me this _____

day of January A. D. 19 62

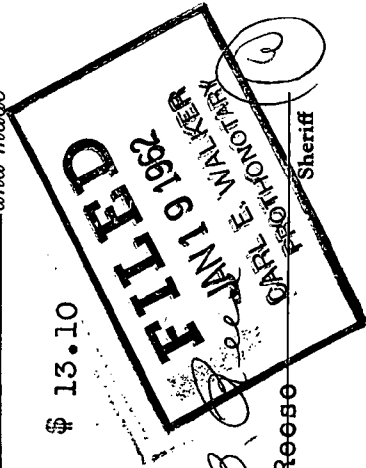
Carl E. Walker

Prothonotary

So answers,

James B. Reese
James B. Reese

Sheriff



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 456 NoTerm, 1962.

JOSEPH X. ARICK
Plaintiff

vs

MRS. MAE WITTER
Defendant

COMPLAINT

TO THE WITHIN Defendant
YOU ARE REQUIRED TO FILE
An Answer
TO this Complaint
WITHIN TWENTY DAYS FROM THE DATE
HEREOF

Edward T. Kelley
ATTORNEY FOR Plaintiff

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JUN 10 1962
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276

EDWARD T. KELLEY
ATTORNEY AT LAW
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

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.

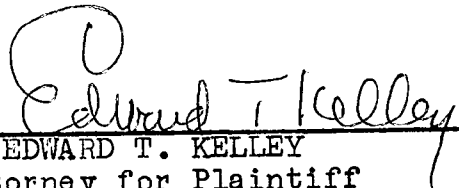
3. The Plaintiff avers that by a verbal contract, Plaintiff arranged with the Defendant to look after her property and install various types of heating and plumbing equipment as per bill attached hereto and marked Exhibit "A". the total amount of said bill being \$352.29.

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.

Joseph X. Arick (SEAL)

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

Carl E. Walker
Notary Public

PROMISE
My Commission Expires
1st Monday Jan. 1966

Phone: 873

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" "edium 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 | | |

