

DOCKET NO. 173

NUMBER	TERM	YEAR
523	February	1961

James N. Kenna

VERSUS

W. D. Kuhn

In the Court of Common Pleas Of Clfd County, Pa.

James M Kenna

No 523 Feb Term 196I

vs

W D Kuhn

Complaint In Assumpsit

\*\*\*\*\*  
(Sheriff,s Return)

Now, April 22, 196I at 6:05 P.M. served the within Complaint In Assumpsit on W. D. Kuhn at place of Bussiness, Surplus Outlet Store, 637 S. Brady St, Du Bois, Pa. by handing to W. D. Kuhn personally a true and attested copy of the original Complaint In Assumpsit and made known to him the contents thereof.

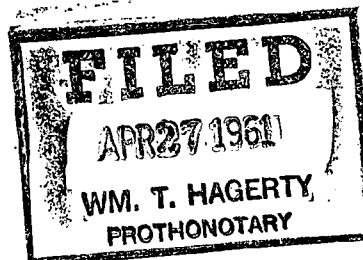
Costs Sheriff Ammeramn \$II.60  
(Paid by Attys U&M)

So Answers

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 24th  
day of April 196I A. D.

*Wm. T. Hagerty*  
Prothonotary



SIR:

The following three persons have been appointed Arbitrators  
in the case of James H. Kenna vs.

~~W. D. Kuhn~~

~~No. 523 February Term, 1961~~

the first named being the Chairman of the Board:

~~Joseph A. Dague~~

**Edward T. Kelley**



~~H. L. Silberblatt~~

Hearing of the case has been fixed for ~~Thursday,~~

~~June 8, 1961 at 1:30 P.M.~~

in Court Room # ~~Grand Jury Room~~

Very truly yours,

William T. Hagerty,  
Prothonotary.

WTH/jb

James M. Kenna

vs.

W. D. Kuhn

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 523 February Term, 1961

## OATH OR AFFIRMATION OF ARBITRATORS

Now, this 8<sup>th</sup> day of June, 1961, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Joseph A. Dague  
Chairman

Edward T. Kelley

M. L. Silberblatt

Sworn to and subscribed before me

this 8<sup>th</sup> day of June, 1961.  
Wm. T. Hagerty  
Prothonotary

## AWARD OF ARBITRATORS

Now, this 8<sup>th</sup> day of June, 1961, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

verdict for the plaintiff James M. Kenna and against Defendant W. D. Kuhn in the sum of \$314.57.

Joseph A. Dague  
Chairman

Edward T. Kelley  
M. L. Silberblatt

## ENTRY OF AWARD

Now, this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

**In the Court of Common Pleas  
of Clearfield County**

No. Term, 195

**vs.**

**OATH OR AFFIRMATION  
OF ARBITRATORS  
AND AWARD**

JAMES M. KENNA

vs.

W. D. KUHN

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 523 February Term, 1961

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule....., requests you to appoint a **BOARD OF ARBITRATORS** and certifies that:

- ( X ) The amount in controversy is \$1,000 or less.  
( x ) The case is at issue.  
( ) An agreement of reference has been filed of record.  
( ) Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff Urey & Mikesell Defendant Gleason, Cherry & Cherry

Date May 12, 1961

Attorney for Plaintiff

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (2)

Attorney for Plaintiff

Attorney for

Attorney for

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, May 19, 1961, hearing of the above case is fixed for Thursday, June 8, 1961, in 11:30 Grand Jury Room, Clearfield County Court House, Clearfield, Pa., and the following Clearfield County Bar members:

Chairman

are appointed as the **BOARD OF ARBITRATORS** to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

by Deputy

(1) See Court Rule 27

(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas  
of Clearfield County

No.

Term, 195

VS.

◊ PRAECIPE FOR APPOINTMENT OF  
ARBITRATORS

**FILED**

MAY 12 1961

WM. T. HAGERITY  
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

JAMES M. KENNA,	)	
Plaintiff,	)	
vs.	)	No. 523 February Term, 1961
	)	
W.D. KUHN,	)	
Defendant	)	IN ASSUMPSIT

DEFENDANT'S ANSWER

The plaintiff, W.D. Kuhn, makes answer to the plaintiff's complaint, as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. On the contrary, the defendant avers he orally agreed with the plaintiff to pay one-half of the cost of light, heat and clerk's salary, and did in fact pay such one-half, amounting to \$47.14. The defendant further avers that the plaintiff had an agreement with one, Irving Shallet, to pay the other half of said bills.
5. Denied. On the contrary, the defendant avers he made a contract with the plaintiff to buy all the plaintiff's stock of merchandise in premises at 22 South Brady Street, DuBois, Pa., merchandise on order and in transit from Sapolin Company, Glidden Paint Company and Pittsburgh Paint & Supply Co., and fixtures for the sum of \$2,500.00, and which sum the defendant paid the plaintiff, and that there was no other agreement for the payment of additional money.
6. The defendant denies he agreed to make payment for the items listed in paragraph 5 of the complaint, and on the contrary, avers that these items were part of the consideration for which he paid the plaintiff the afore-said sum of \$2,500.00.



7. The defendant has no means of knowing whether the plaintiff has paid the invoices set forth in paragraph 5 of his complaint, but if material to the issue of this case, demands proof of the same.

8. The defendant admits he has refused to pay the plaintiff's claim or any part thereof, and as his reason for doing so avers that the plaintiff has been paid for said invoices as part of the aforesaid \$2,500.00 consideration.

WHEREFORE, the defendant denies he is indebted to the plaintiff in the sum of \$445.21, or in any other sum, and asks that a judgment be rendered in his favor against the plaintiff.

Gleason Cheng & Cheng  
Clement Simon  
Attorneys for Defendant

State of Pennsylvania    )  
  ) ss:  
County of Clearfield    )

Before me, the undersigned official, personally appeared W.D. Kuhn, who, being duly sworn according to law, deposes and says that the statements set forth in the foregoing defendant's answer are true and correct to the best of his knowledge, information and belief.

W.D. Kuhn

Sworn and subscribed to before  
me this 8 day of May, 1961.

My commission expires 1/16/63  
Notary Public

76-9-1000-11  
No. 523 February Term, 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA

IN ASSUMPSIT

JAMES M. KENNA,  
Plaintiff,

vs.

W.D. KUHN,  
Defendant

DEFENDANT'S ANSWER

To the above Plaintiff:

You are hereby notified to  
plead to the enclosed Defendant's  
Answer within twenty (20) days  
from the service hereof.

*Walter Clemens Simon*

Attorneys for Defendant

CLEMENS SIMON

ATTORNEY AT LAW

413 MAIN STREET,

REYNOLDSVILLE, PA.

Received  
May 12, 1961  
W.D. Kuhn  
1000 P. Kuhn

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES M. KENNA

vs.

W. D. Kuhn

( NO. 523 FEBRUARY TERM, 1961  
)

( ACTION IN ASSUMPSIT  
)  
(  
)

COMPLAINT

The Plaintiff, James M. Kenna, claims of the Defendant, W. D. Kuhn, the sum of \$445.21, with interest from August 1, 1960, which is justly due and payable to the Plaintiff by the Defendant upon the cause of action whereof the following is a statement:

1. The Plaintiff, James M. Kenna, is an individual residing at 206 Walnut Street, in the Borough of Clearfield, Clearfield County, Pennsylvania.

2. The Defendant, W. D. Kuhn, is an individual residing at 637 South Brady Street, in the City of DuBois, Clearfield County, Pennsylvania.

3. On or about May 12, 1960, the Defendant, was in the process of liquidating certain stock and supplies situated in a store room located at 22 South Brady Street, DuBois, Pennsylvania.

4. On or about May 12, 1960, the Defendant orally agreed to pay the Plaintiff \$94.28, for the cost of heat, light and salary of a clerk to and including June 30, 1960. Of this amount the Defendant has paid \$47.14, leaving a balance due of \$47.14.

5. On or about May 12, 1960, the Defendant agreed to accept and pay for certain orders for paint, etc., which had been placed with various Companies in the name of the Plaintiff but not yet delivered. The orders were as follows:

Sapolin Company	\$88.63
Glidden Paint Company	305.21
Pittsburgh Paint & Supply Co.	4.23
Total	<u>\$398.07</u>

6. The various paints and supplies listed in paragraph five (5) were delivered to the Defendant and he accepted same. The Bills of Lading and Invoices were also delivered to the Defendant and he accepted same and agreed to make payment for same.

7. The Plaintiff, in order to keep his credit rating with the various companies has paid all of the invoices set forth in paragraph five (5) above, and has demanded payment from the Defendant on several occasions.

8. The Defendant although often requested by the Plaintiff has failed and refused and still refuses to pay the same or any part of the above claim.

WHEREFORE, the Plaintiff claims there is justly due and owing to him from the defendant the sum of \$445.21 with interest from August 1, 1960, for which sum the Plaintiff asks judgment against the Defendant.

UREY & MIKESELL

By   
Attorneys for the Plaintiff

STATE OF PENNSYLVANIA ( )  
COUNTY OF CLEARFIELD ( ) SS:

James M. Kenna, the above Plaintiff, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint in Assumpsit are true to his personal knowledge.

  
James M. Kenna

Sworn and subscribed to  
before me this 19<sup>th</sup> day  
of April, 1961.

*Wm D. Hagerty*

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1962

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

No. 523 February Term, 1961

JAMES N. KENNA,  
Plaintiff

vs.

W. D. Kuhn,  
Defendant

COMPLAINT

To the Within named  
Defendant:

You are hereby notified  
to plead to the enclosed  
Complaint within twenty  
(20) days from the service  
hereof.

URBY & MIKESELL

By [Signature]  
Attorneys for Plaintiff

**FILED**

APR 19 1961

WM. T. HAGERITY  
PROTHONOTARY

URBY & MIKESELL

ATTORNEYS AT LAW  
CLEARFIELD TRUST COMPANY BUILDING  
CLEARFIELD, PA.

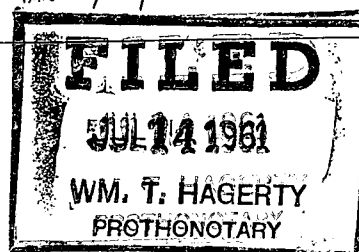
459

No. 523 Term Feb. 1961

vs.

APPEARANCE

For a/r/



James M. Kenna

VERSUS

W. D. Kullen

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

No. 523 Term February 1961

To Wm T. Hagerly

Prothonotary.

Sir: ~~Enter~~

~~Appearance for~~

Made to above

Judgment satisfied upon payment of your  
costs only.

in above case.

Very Truly  
Respectfully  
By Donald K. Kenna  
Attorney for Kenna & K.