

DOCKET NO. 174

NUMBER	TERM	YEAR
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527	MAY	1961
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Michael Guydosik

VERSUS

Emil Femush

*Dkt. #174*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

*64*

MICHAEL GUYDOSIK

:

VS

:

NO. 527 MAY TERM, 1961

:

*32*

EMIL FENUSH

:

TO: CARE E. WALKER, Prothonotary,

Enter judgment on the award in favor of the Plaintiff  
and against the Defendant.



Edward T. Kelley, Attorney for the  
Plaintiff

*\$2550.00*

*Int. March 22, 1962*

DOCKET NO. 174

Number	Term	Year
527	May	1961

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Michael Guydosik

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Versus

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Emil Fenush

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MICHAEL GUYDOSIK

vs.

EMIL FENVUSH

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 527 May 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:

- (☒) The amount in controversy is ~~\$15000 or less~~ 3050.00 with interest by stipulation  
 (☒) 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 EDWARD T. KELLEY Defendant CLARENCE KRAMER

Date.....

*Edward T. Kelley*  
 Attorney for *Peff*

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

*Edward T. Kelley*  
 Attorney for  
*Clarence Kramer*  
 Attorney for

*Peff*  
 Attorney for  
*Atty for Emil Fenvush*  
 Attorney for

## TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, March 5, 1962, hearing of the above case is fixed for Wednesday, March 22nd (1:30 PM), 1962, in..... Room, Clearfield County Court House, Clearfield, Pa., and the following Clearfield County Bar members:

..... L. R. Brockbank ..... Chairman  
*Eugene Vallaly*  
~~Walter Swope~~  
 ..... M. L. Silberblatt .....

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

*Carl E. Walker*  
 Prothonotary

by..... PROTHONOTARY  
 Deputy My Commission Expires  
 1st Monday Jan. 1966

(1) See Court Rule 27

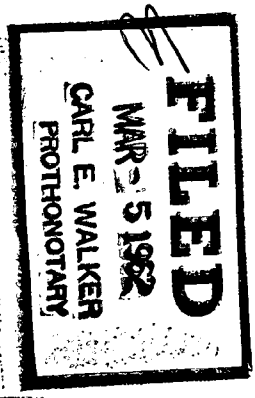
(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas  
of Clearfield County

No. Term, 195

VS.

PRAECIPE FOR APPOINTMENT OF  
ARBITRATORS



SIR:

The following three persons have been appointed Arbitrators in  
the case of Michael Guydosik

vs. Emil Fenush

the first named being the Chairman of the Board:

L. R. Brockbank,

*Eugene D. Valley*  
Walter Swoope

& M. L. Silberblatt

Hearing of the case has been fixed for Wednesday,  
March 14, 1962 at 1:30 P.M. E.S.T.

in Court Room #

Very truly yours,

*Carl E. Walker*

Carl E. Walker  
~~Notary Public~~  
Prothonotary

SIR:

The following three persons have been appointed Arbitrators in  
the case of Michael Guydosik

vs. Emil Fernush

the first named being the Chairman of the Board:

L. R. Brookbank,

*Eugene Valley*  
Walter Sweepe

& M. L. Silberblatt

Hearing of the case has been fixed for Wednesday,  
March 14, 1962 at 1:30 P.M. E.S.T.  
in Court Room #

Very truly yours,

Carl E. Walker  
~~XXXXXXXXXXXX~~  
Prothonotary

Michael Guydossek  
VERSUS

Emil Fenush

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

No. 527 Term May 1961

To Wm T Hagerby  
Prothonotary.

Sir: Enter appearance for

Place the above case on the next trial list

in above case.

Kelley Johnston & Co  
Attorney for Pelf



No. \_\_\_\_\_ Term \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VS.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPEARANCE

For

*(Signature)*

**FILED**

DEC 11 1961

WM. T. HAGERTY  
PROTHONOTARY

In the Court of Common Pleas of Clearfield County, Pa.

Michael Guydosik  
vs  
Emil Fenush

No 527 May Term 1961  
Complaint In Assumpsit

\*\*\*\*\*  
(Sheriffs Return)

Now, August 11, 1961 at 10:40 O'Clock A.M. served the within Complaint in Assumpsit on Emil Fenush at place of residence Drifting, Pa. by handing to him personally a true and attested copy of the original Complaint In Assumpsit and made known to him the Contents thereof.

Costs Sheriff Ammerman \$10.00  
(Paid by Attys K.J.C.)

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to Before me this 11th  
day of August 1961 A.D.

*Wm. T. Hagerty*  
Prothonotary.



vs.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 527 May Term, 1961

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 22nd day of March, 1962, 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 hearing of the same.

A. P. Brockbank Chairman  
Eugene W. Paesley  
M. L. Silberblott

Sworn to and subscribed before me

this 22nd day of March,

1962

Carl E. Walker  
Prothonotary

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1966

AWARD OF ARBITRATORS

Now, this 22nd day of March, 1962, 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 in favor of the plaintiff and against the defendant in the amount of \$2550.00, with interest from March 22, 1962.

A. P. Brockbank Chairman  
M. L. Silberblott  
Eugene W. Paesley

ENTRY OF AWARD

Now, this \_\_\_\_\_ day of \_\_\_\_\_, 1962, 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, PENNSYLVANIA

MICHAEL GUYDOSIK,  
Plaintiff

vs.

EMIL FENUSH,  
Defendant

NO. 527 May TERM, 1961

C O M P L A I N T

AND NOW, this 17<sup>th</sup> day of July, 1961 comes the Plaintiff, Michael Guydosik, and by his attorneys Kelley, Johnston & Cimino, brings this action against the Defendant, Emil Fenush, in the above-entitled case upon a cause of action wherein the following is a statement:

1. The Plaintiff is an individual residing at Kylertown, Clearfield County, Pennsylvania.

2. The Defendant is an individual residing at Drifting, Clearfield County, Pennsylvania.

3. That in August of 1960 the Defendant represented to the Plaintiff that he was going into business and needed money to buy a truck, money for insurance and other matters in connection therewith. The Plaintiff went to the Clearfield Trust Company at Clearfield, Pa. and borrowed Two Thousand (\$2000) Dollars on August 23, 1960 and turned it over to the Defendant with a verbal promise by the said Defendant that it would be repaid to Plaintiff by payments promptly.

4. That again on September 23, 1960 the Defendant approached the Plaintiff and requested an additional loan of Five Hundred and Fifty (\$550.00) Dollars and the Plaintiff went to the First National Bank of Philipsburg, Penna. and borrowed Five Hundred Fifty (\$550.00) Dollars and turned it over to the Defendant. The said Defendant verbally promised to pay it back promptly.

5. That in addition thereto, the Defendant within a two-year period borrowed additional sums in various amounts, the total amount<sup>ing</sup> to \$500.00 which Plaintiff advanced to the Defendant for groceries, gasoline and various other items. And this sum the Defendant also verbally agreed to pay back to the Plaintiff.

6. That none of the above monies, or any part thereof, outlined in Paragraphs (3), (4) and (5) hereof, was paid to Plaintiff.

7. By reason of the failure of said Defendant to keep his verbal promises to repay this money, there is now owing to the Plaintiff by the Defendant a total amount of \$3,050.00 as follows:

\$2000.00 with interest from August 23, 1960;  
\$ 550.00 with interest from September 23, 1960;  
\$ 500.00 with interest from January 1, 1961.

8. The Defendant has been request<sup>ed</sup> by said Plaintiff to pay back the money due, but the defendant neglected and refuses to do so.

Hence, this suit.

KELLEY, JOHNSTON & CIMINO  
By Eward T. Kelley  
ATTORNEYS FOR PLAINTIFF

STATE OF PENNSYLVANIA :ss  
COUNTY OF CLEARFIELD :

MICHAEL GUYDOSIK, being duly sworn according to law, deposes and says that he is the Plaintiff in the above-stated Complaint; and that the foregoing statements are true and correct, according to the best of his knowledge, information and belief.

M. G. - Michael Guydosik  
(Michael Guydosik)

Sworn and subscribed to before  
me this 17 day of July, 1961.

Leslie C. Shearer  
Notary Public or Justice of the Peace

LESLIE C. SHEARER, NOTARY PUBLIC  
COOPER TOWNSHIP, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES FEBRUARY 1, 1966

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. No. <u>527 May</u> Term, 1961	
MICHAEL GUYDOSIK Plaintiff	
vs.	
EMIL FENUSH Defendant	
PLAINTIFF'S STATEMENT OF CLAIM OR COMPLAINT	
TO THE WITNES Defendant: YOU ARE REQUIRED TO FILE An answer to the within Complaint within the time and place for SERVICE HEREOF	
KELLEY, JOHNSTON & CIMINO Plaintiff BY <u>Michael T. Kelley</u>	
R1 Very truly yours ED	
KELLEY, JOHNSTON & CIMINO ATTORNEYS AT LAW PHILIPSBURG, PA. 4-50 by atty	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHAEL GUYDOSIK,  
Plaintiff :

vs. :

No. 527

May Term, 1961

EMIL FENUSH,  
Defendant :

ANSWER OF DEFENDANT

The Defendant answers the Complaint and denies liability as follows:

1. Admitted
2. Denied. The defendant is not residing in Drifting, Clearfield County, Pa., but resides in Saltsburg, Indiana County, Pa.
3. Denied as averred. The defendant in casual conversation told the plaintiff that he needed money to buy a truck, but he did not in any manner directly or indirectly solicit the plaintiff for the loan or gift of any money. The defendant has no knowledge of whether or not the plaintiff went to the Clearfield Trust Company and there borrowed money; but he definitely denies that any money was turned over to him, the defendant, with a verbal promise by defendant that it would be repaid to the plaintiff. The plaintiff voluntarily gave defendant's wife, daughter of plaintiff, a sum of money, the amount of which is unknown to defendant, after the defendant had repeatedly over a period of weeks refused to receive any money from the plaintiff. The plaintiff, nevertheless, repeatedly insisted that the defendant receive and accept the money stating that it would be a gift. The extent of money received by defendant was \$1,814.00 consisting of \$1,100.00 payment on

truck, \$440.00 sales tax and \$150.00 for license handed him by defendant's wife and was accepted by defendant only as a gift, which fact the plaintiff himself well knew for he accompanied defendant at the time of the purchase of the truck from the dealer.

4. That the defendant denies that on September 23, 1960, or at any other time, he received any additional loan or any loan of \$550 or any other sum loaned from the plaintiff. The defendant denies, that he promised to pay back any such sum of \$550 and demands strict proof of the alleged place, time and circumstances of the payment.

5. The defendant denies that within a two year period, or, within any other period, he borrowed any additional sums in any amounts and therefore denies the averment of having borrowed \$500 for groceries, gasoline and other items; he denies the receipt thereof and denies that he agreed to pay back any such sum.

6. It is admitted that any such sums as are averred in paragraphs 3, 4 and 5 herein remain unpaid to plaintiff for the reason that the \$1,814.00 hereinbefore referred to in paragraph 3 was definitely a gift, was received as such and would only have been accepted as such and was only accepted at the long-continued insistence by the plaintiff; and that the items averred in paragraph 4 and 5, not having been received and are not a subject of any liability upon the part of defendant.

7. It is denied that any sum is owing by the defendant to the plaintiff for the reasons hereinbefore averred in paragraphs 4 and 5, which reasons are incorporated by reference; defendant denies any and all liability to plaintiff.

8. Denied as averred. The only request ever made



by plaintiff of the defendant was that he, the plaintiff, began a criminal action alleging fraud and other alleged offenses against the defendant before Alderman Clyaude Diehl of Altoona, Pa., at the hearing upon which he admitted that defendant never asked for the money herein averred to be owing, but that he, the plaintiff, gave it voluntarily.

#### NEW MATTER

1. As to the averments in paragraph 3 of the Complaint, the defendant says that plaintiff over the protests of defendant and while insisting defendant accept the money, in some manner unknown to defendant acquired a substantial sum of money which was offered to defendant over a period of weeks and consistently and repeatedly refused by defendant because defendant informed plaintiff that if the marriage between defendant and daughter of plaintiff did not work out satisfactorily, he would not want to be under obligation; whereupon after several weeks of such refusal, by defendant to accept the money, plaintiff gave the same to the wife of defendant without his consent and against his wishes, who thereupon urged defendant to buy a truck, without specifying that it was a loan.

2. That the defendant and the daughter of plaintiff had formerly been married and had been divorced and had re-married this offer of money being made by the plaintiff to try to induce the defendant to accept and continue with a romance that was untenable and which gave strong evidence at the time the first advancements of money of \$1814.00 was made of being headed for dissolution and a marriage break-up; the \$1814.00 was not paid to defendant as a loan, but was gift as an effort to save the romance between defendant and his wife.

3. That at the time defendant bought the truck and

used the \$1814.00 referred to in paragraph 3 of the Answer, the defendant, his wife and the plaintiff, her father, were all present and nothing was then said about the money being a loan; defendant accepted it only as a gift and would not have and did not accept it on any other basis.

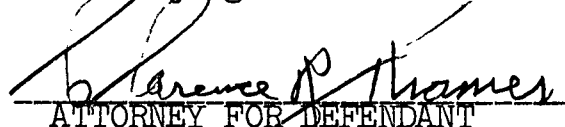
4. That on September 23, 1960, or on any other date in September, was the defendant with or in the presence of the plaintiff and therefore did not and could not have received the \$550 averred to have been loaned to him on that date in 1960.

5. That the plaintiff brought a criminal action against defendant for this money in Altoona in December, 1960, which was dismissed by the Alderman after hearing.

6. That at the hearing before the Alderman in Altoona in December, 1960, plaintiff admitted defendant did not ask for the money; that it was given him by plaintiff.

7. That in defendant's absence, the plaintiff took without defendant's knowledge or consent, from the house trailer of defendant, two rifles, a double barrelled shotgun and a pair of boots, to the value of \$440.00.

WHEREFORE, defendant seeks judgment in his favor.

  
ATTORNEY FOR DEFENDANT

#### COUNTER CLAIM

1. The defendant seeks to recover of plaintiff as follows:

(1) The plaintiff, Michael Guydosik, approached the firm of Trailer dealers from whom defendant had purchased the tractor trailer, to wit, Ollinger Brothers of Altoona and talked

to Joe Ollinger, the manager, telling the said Ollinger Brothers to repossess the truck and thereby induced the said Ollinger Brothers to repossess the truck.

(2) That the said repossession deprived the defendant of an opportunity to continue to make money by the transporting of merchandise with the said tractor trailer, whereby defendant lost income and profits to the extent of upwards of \$3,000.00 by the act of plaintiff.

(3) That the defendant would have been able had the plaintiff not induced the dealer to repossess the truck, to make sufficient income therefrom with it to pay off the balance of the indebtedness on such tractor trailer, but as a result of the act of the plaintiff in causing the same to be repossessed, the defendant lost the tractor trailer and his equity therein to the extent of upwards of \$3,000.00.

(4) That the plaintiff committed such acts with Ollinger Brothers, inducing them to repossess the tractor trailer when they had no intention of doing so on their own initiative

(5) That the plaintiff in causing Ollinger Brothers to repossess acted maliciously and with hostility to the defendant and because there were differences existing between defendant and his wife, the daughter of plaintiff.

WHEREFORE, defendant seeks to recover of the plaintiff the sum of \$6,000.00 with additional damages for the conduct of plaintiff which was inspired by malice, together with interests and costs of suit, and the sum of \$440.00 averred to in paragraph 7 of the new matter.

  
ATTORNEY FOR EMIL FENUSH,  
DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CLEARFIELD :

Before me, William T. Hagerty, Prothonotary, personally appeared Emil Fenush, who being duly sworn according to law deposes and says that the facts set forth in the foregoing Answer and New Matter are true and correct.

Emil Fenush

Sworn to and subscribed before  
me this 25th day of August, 1961.

William T. Hagerty  
Prothonotary

*Edward T. Keller*

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

NO. 527 MAY TERM, 1961

MICHAEL GUYDOSIK, Plaintiff

vs.

EMIL FENUSH, Defendant

ANSWER OF DEFENDANT

To Michael Guydosik, Plaintiff

You are hereby notified  
to plead to the enclosed  
averments of new matter and  
averments of counter claim  
within twenty (20) days from  
service hereof.

*Edward T. Keller*  
ATTORNEY FOR EMIL FENUSH

**FILED**  
LAW OFFICES  
JUL 29 1961  
WM. C. KRAMER  
PROTHONOTARY  
CITY STREET

*Noted Sept 6, 1961 Rem. re accept +*

*Letter for P.D. 11/1/61  
for K. Guydosik, Plaintiff + Court*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHAEL GUYDOSIK :  
Plaintiff :  
vs. : No. 527 May Term, 1961  
EMIL FENUSH :  
Defendant :

NOTICE TO TAKE  
DEPOSITION

To Edward T. Kelley, Esq., Attorney for Plaintiff:

Notice is hereby given that the defendant proposes to have taken at Detroit, Michigan, before a Notary Public satisfactory to yourself and defendant the deposition of (1) Mary Thomas and (2) Jenkins, both of whom are employees of the Long Transportation Company; such depositions to be taken *after ten days from the date hereof in which time* ~~March 16, 1962, at a place in Detroit satisfactory to both~~ *cross interrogatories may be filed* attorneys and to be used in the trial to be held March 22, 1962, or any continuance or subsequent hearing thereof.

*Lawrence R. Thamer*  
ATTORNEY FOR EMIL FENUSH,  
THE DEFENDANT

AGREEMENT TO TAKE  
DEPOSITION

NOW, March 9, 1962, it is agreed between the attorneys for the parties in this case that the depositions to be taken on interrogatories and cross interrogatories before a mutually satisfactory Notary Public in the City of Detroit on March 16, 1962.

ATTORNEY FOR PLAINTIFF

*Lawrence R. Thamer*  
ATTORNEY FOR DEFENDANT

To Carl E. Walker, Esq., Prothonotary:

Transmit these interrogatories and any cross interrogatories submitted by the Attorney for the Plaintiff to an appropriate Notary in the City of Detroit, Michigan, with instructions that these questions and cross questions shall be propounded and promptly answered.

Blanche R. Kramer

To the Notary Public taking the depositions:

You are directed to propound the attached interrogatories and cross interrogatories to the following parties and obtain their answer thereto: Mary Thomas of the Long Transportation Company, 3755 Central Avenue, Detroit 10, Michigan and the deposition of Jenkins, an employee of the Long Transportation Company, 3755 Central Avenue, Detroit 10, Michigan.

PROTHONOTARY

#### INTERROGATORIES

(To be propounded to Mary Thomas)

1. Give your name, age and address and the name of your employer.

A. \_\_\_\_\_

2. Were you employed by the Long Transportation Company in October and November and December, 1960, at its Detroit, Michigan office?

A. \_\_\_\_\_

3. If the answer is yes, in what capacity?

A. \_\_\_\_\_

4. As such, did the account of E. J. Fenush of R. D. No. 2, Saltsburg, Pa., come before you? \_\_\_\_\_ If so, did you remit the checks which came due to him? \_\_\_\_\_

5. What address and to what addressee were these checks mailed?

A. \_\_\_\_\_

6. What dates did you mail checks and in what amounts?

A. \_\_\_\_\_

7. Did these checks return to the company? \_\_\_\_\_ If yes, what name was endorsed on the back of them?

A. \_\_\_\_\_

8. Were you at any time stopped from mailing checks further to an Altoona Address and if so, when and by whom?

A. \_\_\_\_\_

9. Will you list the respective amounts transmitted listing separately the driver's wages and broker's fees or compensation.

A. \_\_\_\_\_

10. Did you receive any telephone calls from any person as to where these checks should be mailed?

A. \_\_\_\_\_



11. If the answer is yes, from whom and about when and to what address were you directed to mail the checks.

A. \_\_\_\_\_

12. Did you upon reliance of such telephone communications send the checks to the requested address made by such telephone conversation?

A. \_\_\_\_\_

13. Did the person calling you identify himself or herself and if so what identity did he or she give?

A. \_\_\_\_\_

14. Did you at any time receive telephone calls from Altoona, Pa., from a person identifying herself as either Mrs. E. J. Fenush, Mrs. Emil Fenush or Mary Louise Fenush? \_\_\_\_\_  
If so, what were these telephone calls in reference to and what were you asked, if anything, to do?

A. \_\_\_\_\_

INTERROGATORIES

(To be propounded to Mr. Jenkins)

1. Are you in the employ of Long Transportation Company of 3755 Central Avenue, Detroit 10, Michigan? \_\_\_\_\_

If so, were you so employed in October, November and December, 1960?

A. \_\_\_\_\_

2. If so, what was your employment?

A. \_\_\_\_\_

3. Do you know Mary Thomas, an employee of Long Transportation Company?

A. \_\_\_\_\_

4. Did you have occasion on or about December 3, 1960, to direct checks to be withheld from E. J. or Emil J. Fenush and if so why?

A. \_\_\_\_\_

5. To whom were these instructions to withhold forwarding checks given, what employee of Long Transportation Company?

A. \_\_\_\_\_

6. Why were such instructions given?

A. \_\_\_\_\_

7. Where have checks previous to your withholding directions been mailed and to whom, if you know or if you have access to the records of the company to determine?

A. \_\_\_\_\_

8. Did you release the check or checks so directed to be held by you on or about December 17, 1960?

A. \_\_\_\_\_

9. If so, to what address were the check or checks then released to be forwarded and the amount thereof.

A. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.	
No. 527 May Term, 1961	
MICHAEL GUYDOSIK Plaintiff	
vs.	
EMIL FENUSH Defendant	
DEPOSITIONS - NOTICE, AGREE- MENT TO TAKE AND INTERROGA- TORIES	
<div>527 MAY 10 1961 MAR 10 1962 CARL E. VOLCKER PROTHONOTARY</div> <div>LAW OFFICES CLARENCE R. KRAMER CLEARFIELD, PA. 217 MARKET STREET</div>	

March 9 1962 received on Edward T. Kelly attorney  
for Plaintiff by handing him a copy  
Clarence R. Kramer  
attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MICHAEL GUYDOSIK,  
Plaintiff

vs.

EMIL FENUSH,  
Defendant

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:  
:  
:  
:  
:

NO. 527 MAY TERM, 1961

REPLY TO NEW MATTER

In reply to the New Matter the Plaintiff, Michael Guydosik, states as follows:

1. The averments of Paragraph 1 are denied and it is averred that the Defendant, Emil Fenush, asked the Plaintiff, Michael Guydosik, to borrow money to purchase a truck. The Plaintiff and his wife went to the Clearfield Trust Company and borrowed \$2,000.00 on August 25, 1960. Said loan was granted and the Plaintiff and his wife went to Houck's Trailer Court in Altoona, Pa. with the borrowed money, in cash, and turned it over to the Defendant, in cash, and told the Defendant "Here's the money you wanted me to borrow" - (all in \$100.00 bills).

2. The averments in Paragraph 2 are denied as stated and it is averred that the loan was made as a result of a direct demand by the defendant to the plaintiff for a loan to buy a truck. The amount was \$2,000.00 and not \$1,814.00.

3. It is admitted that the Plaintiff and his wife and the Defendant and his wife were present when the truck was purchased, but this has no bearing on the loan. There was never any question that it was a loan and was directed by the Defendant.

4. Paragraph 4 is denied. It is averred that on or about September 20th or 21st of 1960 that the Defendant called the Plaintiff and said he needed to borrow \$550.00 or more. The Plaintiff went to the First National Bank at Philipsburg, Pa. and borrowed \$550.00 on September 23, 1960 and on the same day Plaintiff drove over to Houck's Trailer Court in Altoona and turned the \$550.00 (5-\$100.00 bills and 1-\$50.00 bill) over and explained to the De-

fendant that payments of interest were \$66.29 to the Clearfield Trust Company and \$26.00 to the First National Bank of Philipsburg and Defendant agreed to send payments to the Plaintiff at Morrisdale, Pa. each month but he never did.

5. Paragraph 5 is denied. Mr. and Mrs. Michael Guydosik, the Plaintiffs, were present at a Desertion and Non-Support hearing in Altoona, Pa. on December 10, 1960, said action being brought by defendant's wife, Mary Louise Fenush.

6. Paragraph 6 is denied. This hearing was against the Defendant for Desertion and Non-support and was returned to the Blair County Court on that basis.

7. Paragraph 7 is denied. The defendant herein deserted the Plaintiff's daughter, Mary Louise Fenush, on November 26, 1960, about two weeks before the birth of their second child, and he provided no support. His wife sold two (2) rifles and one (1) shot gun to get food for herself and two babies.

#### COUNTER-CLAIM

In answer to Counter-Claim filed by the Defendant, Emil Fenush, Plaintiff, Michael Guydosik, replies as follows:

1. Paragraph 1 is denied. Ollinger Brothers called at said Defendant's trailer in Altoona, Pa. to collect \$360.00, being the first payment on the truck which was past due. The Defendant's wife was at their trailer, and the Plaintiff had nothing to do with the re-possession of the truck.

2. It is denied as stated and it is averred that the truck was re-posessed because the Defendant neglected and refused to make his payments to Ollinger Brothers as agreed and he alone is responsible.

3. Paragraph 3 is denied. It was the Defendant's fault in not making the payments. Plaintiff had nothing to do with it.

4. Paragraph 4 is denied. Defendant's wife told Ollinger Brothers where Defendant was with the truck and the Plaintiff had nothing to do with it.

5. Paragraph 5 is denied.

Kelly, Phyllis & Curo  
Attorney for Plaintiff,  
Michael Gurdosik

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CENTRE :

Before me, Geraldine E. Craft, a Notary Public  
in and for the State and County aforesaid, personally  
appeared MICHAEL GUYDOSIK, who being duly sworn according  
to law, deposes and says that the facts set forth in the  
foregoing matter are true and correct, according to the  
best of his knowledge, information and belief.

Michael Guydosik  
Michael Guydosik

Sworn and subscribed before  
me this 11<sup>th</sup> day of September, 1961

Geraldine E. Craft  
Notary Public

My comm. expires: 3.5.65



*Uremer*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. NO. 527 MAY TERM, 1961	
MICHAEL GUYDOSIK, Plaintiff	vs. EMIL PENUSH, Defendant
REPLY TO NEW MATTER and COUNTER-CLAIM	
<div><div>FILED</div><div>SEP 27 1961</div><div>WM. T. HAGERD PROthonary</div></div> <div>KELLEY, JOHNSTON &amp; CIMINO ATTORNEYS AT LAW PHILIPSBURG, PA.</div> <div>THE PLANKENHORN CO., WILLIAMSPORT, PA.</div>	

*Recd Oct 9/1961 served on me by copy  
reference is made  
attorney for defendant*