

DOCKET NO. 173

NUMBER	TERM	YEAR
530	February	1961

Schneider-Brockway Motors, Inc.

VERSUS

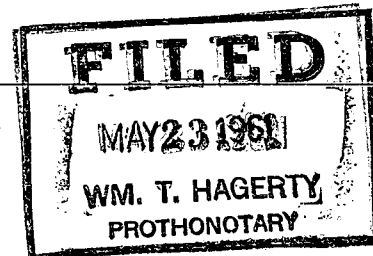
James Dixon

No. 530 Term Feb 1961

vs.

APPEARANCE

For _____



Schneider-Bros-Kuey
Makers Inc.

VERSUS

James Dixon

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

No. 530 Term Feb 1961

To _____

Prothonotary.

Sir: Enter over appearance for def.

in above case.

John R. Hardy

Attorney for _____

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

Scheiner Brockway Motors Inc.

No 530 Feb Term 1961

Vs

James Dixon

Complaint In Trespass

(Sheriff,s Return)

Now, May 8, 1961 served the within Complaint In Trespass on James Dixon at place of residence R.D.#2, Sandy Township, Du Bois, Pa. by handing to Ruth L. Dixon an adult member of the familey, being the wife of James Dixon, aadtmadeandoattested copy of the original Complaint In Trespass and made known to her the contents thereof.

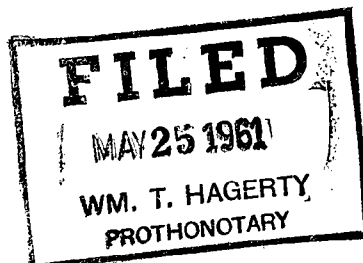
Costs Sheriff Ammerman \$17.20
(Paid by Attys G.C.C.)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 9th
day of May 1961 A.D.

Wm T. Hagerty
Prothonotary



in reider - Brockway Manor

vs.

James Eixon

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. *530* *Feb* Term, 19*61*

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 \$2,000 or less.
- (☒) 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 *Anthony Guido* Defendant *Don R. Arnold*

Date *5-23-61* *Don R. Arnold*
Attorney for

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

Attorney for _____ Attorney for _____
Attorney for _____ Attorney for _____

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, *July 13*, 19*61*, hearing of the above case is fixed for *Monday*, ~~Wednesday~~, *July 2*, 19*61*, in _____ Room, Clearfield County Court House, Clearfield, Pa., and the following Clearfield County Bar members:

Chairman

Deputy

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.

- (1) See Court Rule 27
(2) Waiver requires signatures of counsel for all parties.

Deputy
by
Prothonotary

WITNESS MY HAND AND THE SEAL OF THE COURT

record of said appointment, time, and place of hearing.
I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of
twenty (20) days from date of hearing.
are appointed as the BOARD OF ARBITRATORS to hear testimony, make report, and render their award within

Chairman

Bar, and the following Clearfield County Bar members:

Room, Clearfield County Court House, Clearfield, 1961, in
hearing of the above case is fixed for Wednesday, June 12, 1961.

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Attorney for

Attorney for

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

Attorney for

Date 5-25-61

Plaintiff

Defendant

RECORD APPEARANCES HAVE BEEN ENTERED FOR-

- () Judgment has been entered for want of an appearance.
() An agreement of reference has been filed of record.
() The case is at issue.
() The amount in controversy is \$1000 or less.

Rule requests you to appoint a BOARD OF ARBITRATORS and certifies that:

(1951-52) P. L. 2087 and further amended July 22, 1952, Laws 1952, Act No. 91 and Clearfield County Court
The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1925

TO THE PROTHONOTARY OF SAID COURT:

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

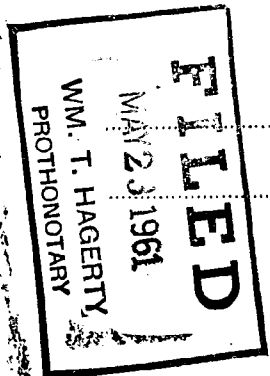
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 280 Term 1961

James E. Nixon

James E. Nixon

James E. Nixon



Schneider-Brockway Motors, Inc.

vs.

James Dixon

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 530 February Term, 1961

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 10th day of August, 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.

Frank G. Smith
Harold J. Boulton
David S. Ammerman

Frank G. Smith
Chairman

Harold Boulton

David S. Ammerman

Sworn to and subscribed before me

this 10th day of August,

1961

Wm T. Hageity
 Prothonotary

AWARD OF ARBITRATORS

Now, this 10th day of August, 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:

we find both parties to be negligent and therefore plaintiffs recovery denied.

Frank G. Smith
Harold J. Boulton
David S. Ammerman

Chairman

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

by _____

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

No. Term, 195

vs.

**OATH OR AFFIRMATION
OF ARBITRATORS
AND AWARD**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SCHNEIDER-BROCKWAY MOTORS, INC., :
Plaintiff :

VS. :

No. 530 Feb TERM, 1961

JAMES DIXON, :
Defendant :

COMPLAINT

And now comes SCHNEIDER-BROCKWAY MOTORS, INC., Plaintiff, in the above entitled matter and by its attorneys, Gleason, Cherry & Cherry, files this Complaint in Trespass against JAMES DIXON, Defendant, upon a cause of action whereof the following is a statement:

1. The Plaintiff, SCHNEIDER-BROCKWAY MOTORS, INC., is a business corporation organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business at 200 Main Street, Brockway, Jefferson County, Pennsylvania.

2. The Defendant, JAMES DIXON, is an individual residing at the Village of Sabula, Sandy Township, Clearfield County, Pennsylvania.

3. On the 14th day of May, 1960, at or about 8:45 P.M., E.D.S.T. a certain 1956 Dodge Sedan, owned by Plaintiff herein, was being operated by one of the Plaintiff's employees, Walter Maciag, in a Northerly direction on Pennsylvania Highway Route No. 255, at or near Lake Sabula, at the Village of Sabula, Sandy Township, Clearfield County, Pennsylvania.

4. That at said time and place, said Defendant, JAMES DIXON, was the owner and operator of a certain 1939 Ford Coupe, and was then and there operating said vehicle also in a Northerly direction on said highway.

5. That at said time and place, the said Defendant, who

was preceding the Plaintiff, endeavored to make a left turn across the lane of traffic of Plaintiff, who was then and there in the process of passing said vehicle of the Defendant, towards an unimproved alley leading to Cornelius' General Store, as a consequence of which the two vehicles collided, causing the damages hereinafter set forth.

6. That at said time and place, the said Defendant was reckless, careless, and negligent in that he:

(a) cut across the Plaintiff's lane of traffic without warning or hand signals;

(b) failed to have his car under proper and adequate control;

(c) failed to have said car, and particularly the brakes and steering mechanism thereof in proper repair and operating condition;

(d) was traveling at a high and excessive rate of speed, and

(e) otherwise operated said car in a negligent manner and failed to exercise due care and regard for the person and property of others lawfully on said highway.

7. That as a consequence and result of said collision, said vehicle owned by Plaintiff was damaged in the amount of \$874.44; an estimate of said damage is hereunto attached and marked Exhibit "A".

8. In addition thereto, Plaintiff suffered damages and loss by way of depreciation of the value of his said automobile

-3-

in the amount of \$200.00.

WHEREFORE, Plaintiff claims damages from Defendant as above set forth with interest from May 14, 1960; said damages being not in excess of \$5,000.00.

GLEASON, CHERRY & CHERRY

By

Anthony J. Guido

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public, in and for the County and State aforesaid, WALTER MACIAG, who being duly sworn according to law, deposes and says that he was an employee of SCHNEIDER-BROCKWAY MOTORS, INC., which is party Plaintiff in this action, at the time said accident occurred; that he is authorized to and makes this affidavit for and on its behalf; that he has personal knowledge of the facts set forth in the foregoing Complaint, and that said facts are true and correct to the best of his knowledge, information and belief.

Walter E. Maciag

Sworn to and subscribed before me this 18th day of April, 1961.

Josephine M. Henry
Notary Public
My Commission Expires January 7, 1963.

Schneider-Brockway Motors, Inc.

Phone 4405

Brockway, Pa.

ESTIMATE OF REPAIR COSTS

NO. 5-26-60

NAME Schneider Brockway Motors Inc.

ADDRESS Brockway, Pa. PHONE

BELOW IS OUR ESTIMATE TO REPAIR YOUR 1956 Dodge 418 MOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	WEIGHT	
Custom Road					
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
Remove front hood			2.50		28.75
1 head lamp & Top				12.90	2.13
1 head V front				5.25	85
Undercoat new Parts			2.00		6.40
1 right upper Control arm				9.75	5.95
1 right upper Control arm ball joint				3.65	
1 left upper Control arm				9.75	5.95
1 left upper Control arm ball joint				3.65	
Tight end alignment					1.50
straighten frame					20.00
Repair of rear right quarter			3.00		53.25
1 rear bumper face bar				56.25	
1 right rear bumper back bar				6.75	7.23
1 right quarter panel molding diagonal				5.75	1.13
1 right front panel molding diagonal				2.95	25
Per Sales Tax				3.63	
			16.50	56.37	71.57
TOTALS					
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL					874.44

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, damaged or broken parts are discovered which are not evident on the first inspection. Because of this, the above prices are not guaranteed.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 530 1st TERM, 1961

SCHNEIDER-BROCKWAY MOTORS, INC.,
Plaintiff

VS.

JAMES DIXON,
Defendant

COMPLAINT

TO WITHIN NAMED DEFENDANT:

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

GLEASON, CHERRY & CHERRY
Attorneys for Plaintiff

By Anthony J. Spade

FILED
APR 20 1961
WM. T. HAGERTY,
PROTHONOTARY & CLERK
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA

4.50 109 N. BRADY STREET