

DOCKET NO. 173

NUMBER	TERM	YEAR
530	February	1961

Schneider-Brockway Motors, Inc.

VERSUS

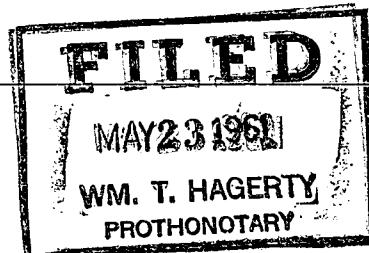
James Dixon

No. 530 Term Feb 1961

vs.

APPEARANCE

For _____



Schneider-Brockway
Masters Inc.

VERSUS

James Dixon

No. 530 Term Feb 1966

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

To _____ Prothonotary.

Sir: Enter appearance for Doff.

in above case.

Attorney for _____

Deca R. Frazer

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

Scheiner Brockway Motors Inc.

Vs

James Dixon

No 530 Feb Term 1961

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 family, being the wife of James Dixon, and made and attested copy of the original Complaint In Trespass and made known to her the contents thereof.

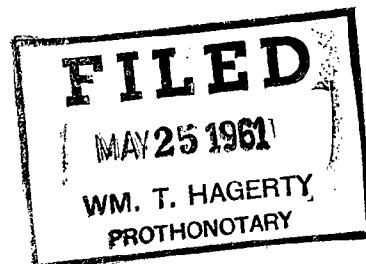
Costs Sheriff Ammerman \$17.20
(Paid by Attys G.C.C.)

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 re: *Wieder - Brockway Motors*

vs.

*James Dixon*IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 530 Feb Term, 1951

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 \$7,000 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 Gurd* Defendant *Don 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*, 1961, hearing of the above case is fixed for *Wednesday*,
July 13, 1961, in 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 CLEVERFIELD COUNTY

Def. No. 280 Date 10-10-61

W.M. Hagerty - Cleverfield M. Co. P.C.

W.M. Hagerty - Cleverfield M. Co. P.C.

PRINCIPLE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P.L. 172, as amended by the Act of June 14, 1925 (1921-22) P.L. 2083 and further amended July 25, 1929, Act No. 31 and Cleverfield County Court

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

(1) The amount in controversy is \$1,000 or less.

(2) The case is at issue.

(3) An agreement of reference has been filed of record.

(4) Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:

Def. No. 280 Plaintiff *Def. No. 280* Defendant

Def. No. 280 Attorney for Plaintiff

Date 10-10-61

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

Attorney for Plaintiff

Attorney for Plaintiff

Attorney for Plaintiff

Attorney for Plaintiff

TIME AND PLACE OF HEARING AND APPOINTMENT OF BOARD

Now *10-10-61* hearing of the above case is fixed for *10-10-61* at the *Board of Arbitrators* House, Cleverfield, and the following County Bar members:

Clerk of Court

the appointee as the BOARD OF ARBITRATORS to hear testimony, make report, and render their award upon *10-10-61* 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 date and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Postmaster

Deputy

FILED

W.M. T. HAGERTY
PROTHONOTARY

MAY 23 1961

(1) See Court Rule 22
(2) Wm. M. Hagerty, Prothonotary of Cleverfield County, for all business.

Application Form 1

Schneider-Brockway Motors, Inc.

vs.

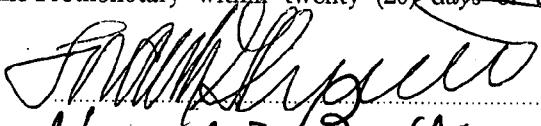
James Dixon

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
Chairman

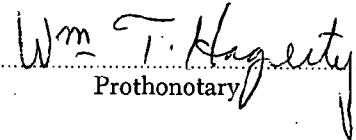

 Harold J. Boulton


 David S. Ammerman

Sworn to and subscribed before me

this 10th day of August,

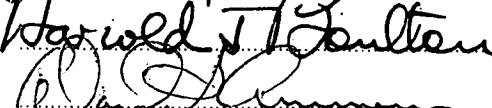
1961


 Wm T. Hegerty
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:


 Frank G. Smith
Chairman


 Harold J. Boulton


 David S. Ammerman

ENTRY OF AWARD

Now, this day of , 1961, 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

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 :
COUNTY OF CLEARFIELD : SS.

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.

Exhibit 'A'

Schneider-Brockway Motors, Inc.

Phone 4405

Brockway, Pa.

ESTIMATE OF REPAIR COSTS

ESTIMATE OF REPAIR COSTS NO.
NAME DeKromsplex Broadway Motel Inc 5-26-60

ADDRESS Brockway, Pa. PHONE 1-2345

Below is our estimate to repair your 1941 Dodge 4dr. 1000 miles

MODEL: **1967** LICENSE NO. **1234567890** MOTOR NO. **1234567890** SERIAL NO. **1234567890** RELEASE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE	
Custom Royal					
			PAINT COST ESTIMATE	PAINT & COST ESTIMATE	LABOR COST ESTIMATE
1	Spun aluminum hood.		2 50	28 75	
1	Hood ornament top		13 90	2 13	
1	Hood V front		5 25	8 5	
Standard new parts		2 00		6 40	
1	right upper control arm		9 73	5 93	
1	right upper control arm ball joint		2 65		
1	left upper control arm		9 75	5 95	
1	left lower control arm		3 65		
1	front end alignment			1 50	
straighten frame				20 00	
Repaired front left quarter				55 25	
1	rear bumper face bar		5 625		
1	right rear bumper back bar		6 75	7 23	
1	right front bumper face bar		2 75	1 13	
1	right front panel matching ground		2 95	2 3	
Per Sales Tax			13 03		
			16 50	56 37	11 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 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. Gleis

FILED

APR 20 1961

WM. T. HAGERTY
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
Du Bois, PENNSYLVANIA

109 N. BRADY STREET

4/50