

DOCKET NO. 175

NUMBER	TERM	YEAR
570	November	1961

Paul Ponist

Betty Ponist

VERSUS

Clarence Mahlon

SYMBOL
OF
SERVICE

BROOKVILLE EQUIPMENT INC.

P. O. Box 186

BROOKVILLE, PENNSYLVANIA

"WE SELL THE BEST AND SERVICE THE REST"

13 December 61

Below is our estimate to repair the damages to Paul Ponist
1957 Chev. Serial No. 3A57B102121.

DESCRIPTION	PARTS	LABOR
Straighten Frame (Remove bed & Rear fenders).		75.00
Straighten rear of cab.		15.00
Replace left body side.	47.65	25.00
Replace left rear dender.	35.00	10.00
Replace tail gate & Straighten rear of bed.	29.25	40.00
Replace rear bumper	32.30	5.00
Brackets	7.20	
Replace gas tank	36.80	5.00
Installed tail light	5.40	
Signal light	2.59	
Wiring.	.50	10.00
Refinished back of cab, tail gate, left body side & left rear fender. Paint & Mat.	6.50	20.00
Engine leaking oil.		
Truck pulls to left when brakes are used.		
(These two have not been checked)		

Total Parts	203.19
Parts less 10%	182.87
Total Labor	205.00
State Tax	15.52

Total Repairs 403.39

Sincerely,
BROOKVILLE EQUIPMENT INC.
Ladd B. Reitz
LADD B. REITZ

Allegheny Equipment
Go to Bridge town, Pa. let
1 mile



C & Z CHEVROLET-CADILLAC

Phone 8-1211

Route 53



HOUTZDALE, PENNA.

MEMORANDUM
ESTIMATE OF REPAIR COSTSNAME Paul PonistDATE December 16, 1961ADDRESS Madera, Pa.PHONE DR 8-7083BELOW IS OUR ESTIMATE TO REPAIR YOUR 1957 Chev. ~~XX~~ 1/2 T. Pick Up AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE	
3100 Series					
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
R & R new left rear fender				32.85	6.00
R & R " Rear Tail Gate				29.25	4.00
R & R new left Rear outer back bar				3.25	4.00
R & R " " " Inner " "				2.90	N/C
R & R " Right Rear Outer back Bar				3.25	N/C
R & R " " " Inner back bar				2.90	N/C
R & R new rear cab belt Mlds.(Chrome				3.25	4.00
R&R New left rear turn signal Ass'y (Chrome				8.00	1.00
R & R " " " Stop Light(Back Up) Ass'Y				6.50	1.00
R&R New Left Rear Taillight Ass'y				4.90	1.00
R & R new left rear reflector				.70	1.00
R & R New Rear Cross member support				4.00	4.00
R & R New Gas Tank (CR)				32.80	10.00
R & R New Oil Pan (CR)				14.26	8.00
R & R New Cigarette Lighter (CR)				.80	4.00
R & R new Rear bumper face bar (Chrome)				32.20	4.00
R & R New left rear brake line				5.40	4.00
R & R new front tie rod				3.15	4.00
Sty. rear of cab					28.00
Sty. lower tail gate panel					8.00
St. left bed side					64.00
St. Frame					100.00
Front End Alignment					7.50
TOTALS				190.36	267.50
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL			457.86 CONT'D		

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.

Paul Ponist and Betty Ponist

vs.

Clarence Mahlon

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 570 November Term, 1961

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 5th day of November, 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 of hearing of the same.

Clarence R. Thomas Chairman
Joseph H. Dague
Ernest S. Tennison Jr.

Sworn to and subscribed before me

this 5th day of December,

1962

Carl E. Walker
Prothonotary

AWARD OF ARBITRATORS

Now, this 5th day of December, 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 or award in favor of plaintiffs Paul Ponist and Betty Ponist vs. the defendant Clarence Mahlon, for damages to truck in amount of \$403.39 and personal property lost or destroyed, \$161.88, total \$565.27.

Clarence R. Thomas Chairman
Joseph H. Dague
Ernest S. Tennison Jr.

ENTRY OF AWARD

Now, this 6th day of December, 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

Carl E. Walker
Prothonotary

by

Patricia P. Dungey

In the Court of Common Pleas
of Clearfield County

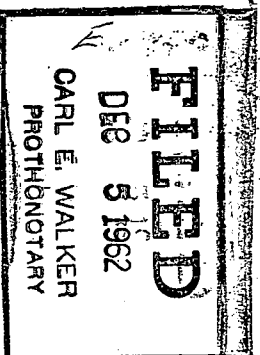
No. 570 November Term, 1966

Paul Ponist and Betty Ponist

vs.

Clarence Mahlon

OATH OR AFFIRMATION
OF ARBITRATORS
AND AWARD



Paul Ponist and
Betty ~~Ponist~~ Ponist
vs.
Clarence Mahlon

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 570 Nov 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 \$1,000 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 Bell, Silberblatt & Swoope Defendant Dan P. Arnold

Date May 24, 1962

Bell, Silberblatt & Swoope
by [Signature]
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, November 20, 1962, hearing of the above case is fixed for Wednesday,
December 5, 1962, in 1:30 PM Room, Clearfield County Court House, Clearfield,
Pa., and the following Clearfield County Bar members:

Clarence P. Thomas Chairman
Joseph A. Dague
Corrin J. Fennell Jr.

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

Paul E. Walker
Prothonotary
by Laura P. Dungey
Deputy

(1) See Court Rule 27

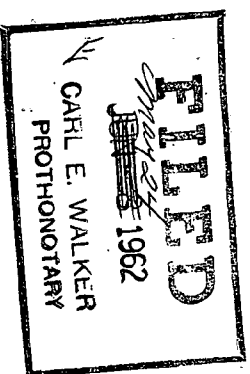
(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas
of Clearfield County

No. Term, 195

VS.

PRAECIPE FOR APPOINTMENT OF
ARBITRATORS



SIR:

The following three persons have been appointed Arbitrators in
the case of ~~Paul and Betty Bonist vs. Clarence Mahlon~~

~~No. 570 November Term, 1961~~

the first named being the Chairman of the Board:

~~Clarence R. Kramer, Chairman~~

~~Joseph A. Regue and Edwin S. Bonzell, Jr.~~

Hearing of the case has been fixed for ~~Wednesday, December~~
~~5th, 1962, at 1:30 P.M.~~
in Court Room # _____

Very truly yours,



Carl E. Walker
Prothonotary

LAW OFFICES
BELL, SILBERBLATT & SWOOPE

F. CORTEZ BELL
M. L. SILBERBLATT
WALTER M. SWOOPE
F. CORTEZ BELL, JR.
PAUL SILBERBLATT
RICHARD A. BELL

November 13, 1962

AREA CODE 814
POPLAR 5-5337
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PA.

RE: Paul Ponist and Betty Ponist
vs. Clarence Mahlon

Mr. Carl E. Walker
Prothonotary
Courthouse
Clearfield, Pennsylvania

Dear Sir:

This case was put on the List for arbitration in May 1962 and since that time it has appeared impossible for Mr. Arnold and I to get together on a date for arbitration. I am therefore writing to request that you list this case for arbitration December 5th at 1:30 P.M.

I am sending a copy of this letter to Mr. Arnold so that he may have an opportunity to advise you of any objections he has to that date. If it will help Mr. Arnold to move this date a few days, I would not object, but I must get this case heard and determined.

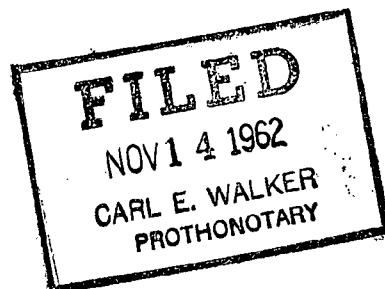
Very truly yours,

BELL, SILBERBLATT & SWOOPE
By


F. Cortez Bell, Jr.

FCBJr/gow

cc: Dan P. Arnold, Esq.



In the Court of Common Pleas of Clearfield County, Pennsylvania,

Paul Ponist and Betty Ponist

versus

Clarence Mahlon

No. 570, — November — Term, 1946¹

To Prothonotary of said Court, Sir:

Enter my appearance for the defendant in the above
captioned case.

Date February 14, 1946

Paul S. Ponist
Attorney for defendant

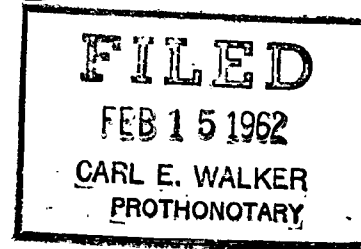
IN THE
Court of Common Pleas
OF
Clearfield County, Pennsylvania

No. 570, November Term, 1946

PAUL PONIST and BETTY PONIST

versus

CLARENCE MAHLON



<p>DAN P. ARNOLD ATTORNEY AT LAW CLEARFIELD, PA.</p>
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13 ✓
Paul Ponist and
Betty Ponist

VERSUS

Clarence McKinn

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

No. 570 Term November 1961

To Carl F. Walker

Prothonotary.

Sir: Enter appearance for Please mark the
above award paid & satisfied on payment
of costs,

In above case.

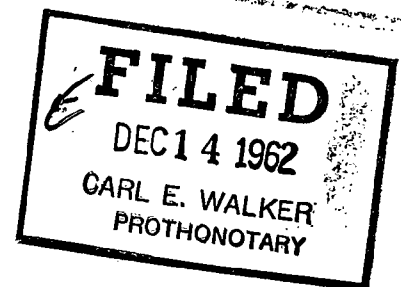
Belk Substanty & Swager
by Charles Bell
Attorney for Plaintiff

No. _____ Term _____ 19 _____

vs.

APPEARANCE

For _____



Affidavit of Service

Paul Bonist and
Betty Ponist

vs.

Clarence Mahlon

No. 570 November Term, 19 61

Complaint in Trespass

Returnable within _____ days
from date of service hereof.

NOW February 2 19 62 at 1:50PM o'clock

served the within Complaint in Trespass

on Clarence Mahlon

at place of residence Crampian RD

by to Mrs. Mahlon, an adult member of the family being Clarence
Mahlon's wife

a true and attested copy of the original Complaint in Trespass and made

known to her the contents thereof.

Costs. Sheriff Reese \$11.50
(Costs Pd. by Atty B.S.&S)

Sworn to before me this 2nd

So answers,

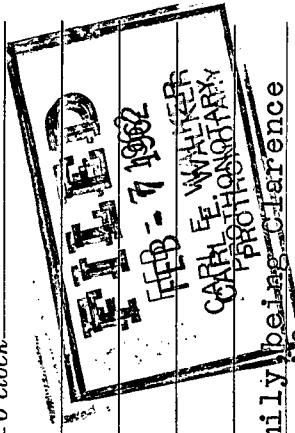
day of February A. D. 19 62

James B. Reese

James B. Reese

Prothonotary

Sheriff



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN-
SYLVANIA
No. 570 Rev Term, 1964

PAUL PONIST and BETTY
PONIST

VS.

CLARENCE MAHLON

C O M P L A I N T

To the within named
Defendant:

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

BELL, SILBERBLATT & SWOOPE
By

Attorneys for Plaintiffs

FILED
JAN 27 1964

CARL E. WALKER
BELL, SILBERBLATT & SWOOPE
ATTORNEYS AT LAW

CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
PAUL PONIST and BETTY PONIST :
vs. : No. 570 Nov. Term, 1961
CLARENCE MAHLON :

C O M P L A I N T

NOW, come Paul Ponist and Betty Ponist, the Plaintiffs above named, by their attorneys, Bell, Silberblatt & Swoope, and state their claim against Clarence Mahlon in the manner and form following:

(1). That Paul Ponist and Betty Ponist are individuals, of legal age, and reside at Madera R. D., Clearfield County, Pennsylvania.

(2). That Clarence Mahlon is an individual, of legal age, and resides at Grampian R. D., Clearfield County, Pennsylvania.

(3). That on or about December 11, 1961 at approximately 6:30 a.m., the Plaintiffs were the owners of a 1957 Chevrolet pickup truck, license No. 5676273.

(4). That at the time aforesaid, the Chevrolet pickup truck of the Plaintiffs was being operated by Paul Ponist upon Route #861 approximately four (4) miles north of Curwensville, Bloom Township, Clearfield County, Pennsylvania and traveling in the direction from Curwensville to Brookville.

(5). That at the time and place aforesaid Clarence Mahlon was the owner and operator of a 1960 Chevrolet 4-door sedan, license No. 1455471, which was proceeding on Route #861 in the direction from Curwensville to Brookville.

(6). That at the time and place aforesaid a deer had run into the right front corner of the Plaintiffs' pickup truck, and Paul Ponist had moved the said truck as far off the highway

as the ditch along the berm would permit and turned on his flashing signals and alighted from said truck to search for the deer on the highway right-of-way, said truck then standing approximately twenty (20) feet south of Station Marker 2/80.

(7). That while Paul Ponist was returning towards his truck, the vehicle of the Defendant appeared traveling from the direction of Curwensville toward Brookville and struck the left rear of the Plaintiffs' vehicle causing the damages hereinafter complained of.

(8). That at the time and place aforesaid, the Defendant was negligent in the following respects:

- a. In failing to have his vehicle under proper control.
- b. In operating his vehicle at a high and excessive rate of speed under the conditions then existing.
- c. In failing to operate his motor vehicle in such a manner that he could stop in the assured clear distance ahead.
- d. In failing to observe vehicles ahead of him on the highway.
- e. In operating his motor vehicle in a careless and wreckless manner and failing to observe the rights of lawful users of the highway.

(9). That by reason of the negligence of the Defendant as aforesaid, the Chevrolet pickup truck of the Plaintiffs was damaged to the extent of Five Hundred Twenty-four and 53/100 (\$524.53) Dollars, as shown on the memorandum estimate of repair costs of C & Z Chevrolet-Cadillac, marked Exhibit "A", and attached hereto and incorporated herein by reference.

(10). That by reason of the negligence of the Defendant as aforesaid, the contents of the bed of the Plaintiffs' truck were violently hurled about from the bed of said pickup and scattered about the scene of the accident, and damaged or lost as

follows:

1 large metal tool box destroyed	\$27.98
1 small metal tool box destroyed	6.98
8 quarts of oil destroyed	3.76
14 cans of dry gas destroyed	5.32
1 5 inch $\frac{1}{2}$ inch drive ratchet lost	6.27
1 torch acetylene gauge damaged to the extent of	25.00
1 gauge adapter destroyed	2.00
1 $\frac{1}{2}$ inch drill destroyed — — —	49.50
1 $\frac{3}{8}$ inch drive socket lost	.93
1 Universal $\frac{3}{8}$ drive $\frac{1}{2}$ inch socket lost	1.64
bolt bin boxes damaged to the extent of	32.50

TOTAL \$161.88

(11). That by reason of the negligence of the Defendant as aforesaid, the Plaintiffs have been damaged to the total amount of Six Hundred Eighty-six and 41/100 (\$686.41) Dollars.

WHEREFORE, the Plaintiffs claim of the Defendant the sum of Six Hundred Eighty-six and 41/100 (\$686.41) Dollars, together with damages for delay in payment and costs of suit.

Paul Ponist
Paul Ponist

Betty Ponist
Betty Ponist

BELL, SILBERBLATT & SWOOPE
By

Harry Bell
Attorneys for Plaintiffs

STATE OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared
PAUL PONIST, who deposes and states that the facts set forth in the
foregoing Complaint are true and correct to the best of his
knowledge, information and belief.

Paul Ponist
Paul Ponist

Sworn to and subscribed

before me this 27th day
of January, 1962.

Carl E. Walker

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1966

Exhibit "A"



C & Z CHEVROLET-CADILLAC

Phone 8-1211

Route 53

HOUTZDALE, PENNA.

MEMORANDUM
ESTIMATE OF REPAIR COSTSNAME Paul PonistDATE December 16, 1961ADDRESS Madera, Pa.PHONE DR 8-7083BELOW IS OUR ESTIMATE TO REPAIR YOUR 1957 Chev. XX 1/2 T. Pick Up AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE
3100 Series				

PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED	PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
R & R new left rear fender		32.85	6.00
R & R " Rear Tail Gate		29.25	4.00
R & R new left Rear outer back bar		3.25	4.00
R & R " " " Inner " "		2.90	N/C
R & R " Right Rear Outer back Bar		3.25	N/C
R & R " " " Inner back bar		2.90	N/C
R & R new rear cab belt Mlds. (Chrome		3.25	4.00
R&R New left rear turn signal Ass'y (Chrome		8.00	1.00
R & R " " " Stop Light (Back Up) Ass'y		6.50	1.00
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R & R new left rear reflector		.70	1.00
R & R New Rear Cross member support		4.00	4.00
R & R New Gas Tank (CR)		32.90	10.00
R & R New Oil Pan (CR)		14.26	8.00
R & R New Cigarette Lighter (CR)		.80	4.00
R & R new Rear bumper face bar (Chrome)		32.20	4.00
R & R New left rear brake line		5.40	4.00
R & R new front tie rod		3.15	4.00
St. rear of cab			28.00
St. lower tail gate panel			8.00
St. left bed side			64.00
St. Frame			100.00
Front End Alignment			7.50
TOTALS		190.36	267.50
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL	457.86 CONT'D		

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.



MEMORANDUM
ESTIMATE OF REPAIR COSTS
(CONTINUED)

NAME Paul Fonist

DATE Dec. 16, 1961

ADDRESS _____

PHONE _____

BELOW IS OUR ESTIMATE TO REPAIR YOUR 1957 Chev. $\frac{1}{2}$ T. Pick Up

AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE
3104				

PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED	PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
Paint & Material	14.50		
Painting			32.00
Pa. Sales Tax. \$20.17			
All mechanical parts such as transmission, rear end, 2 way radio open for inspection.			
TOTALS	14.50	190.36	299.50
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL	\$524.53		

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.

FORM 122A, 1-58 Page 2

FORM 129A COMFORT SPECIALTY CO., ST. LOUIS 2, MO.

Page 2