

DOCKET NO. 173

NUMBER

TERM

YEAR

572

February

1961

Alvaretta Snyder

VERSUS

Jack L. McMinn

13 Alverelta Snyder

Alveretta Snyder, et al

vs.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

80 Jack L. McMin

Jack L. McMin

No. 572

February Term, 1956

## OATH OR AFFIRMATION OF ARBITRATORS

Now, this 20th day of October, 1956, 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.

Chairman

Sworn to and subscribed before me

this 20th day of October,

1956

PROTHONOTARY Prothonotary

My Commission Expires  
1st Monday Jan. 1966

## AWARD OF ARBITRATORS

Now, this 22 day of October, 1956, 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 IN FAVOR OF THE PLAINTIFF AND AGAINST THE DEFENDANT ON THE ORIGINAL SUIT AND AWARD DAMAGES FOR PERSONAL INJURIES AND PAIN AND SUFFERING IN THE AMOUNT OF \$12.85, NO INTEREST ON THE COUNTER CLAIM WE FIND AGAINST THE DEFENDANT JACK L. MCMINN AND IN FAVOR OF THE PLAINTIFF ALVARETTA SNYDER

Chairman

## ENTRY OF AWARD

Now, this 26th day of October, 1956, 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

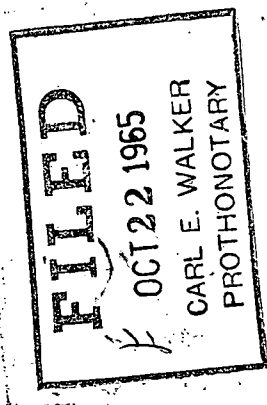
of Clearfield County

Term, 195

No.

vs.

OATH OR AFFIRMATION  
OF ARBITRATORS  
AND AWARD



ALVARETTA SNYDER

-VS-

JACK L. McMINN

In the Court of Common Pleas  
Clearfield County, Pennsylvania

No. **572 FEB** Term, 19 **61**

S

CERTIFICATE OF DISCONTINUANCE

Commonwealth of Pennsylvania  
County of Clearfield

SS

I, **Archie Hill**, Prothonotary of the Court of Common Pleas, in and for  
the County and Commonwealth aforesaid, do hereby certify that the above stated case was this day,  
the **8th** day of **January** A. D. 19 **68** marked settled, and discontinued  
and Satisfied.

Record costs in the sum of \$ **77.98** have been paid in full by  
**Gleason, Cherry & Guido**

In Witness Whereof, I have hereunto affixed my hand and seal of this Court at Clearfield,  
Clearfield County, Pennsylvania, this **8th** day of **January** A. D. 19 **68**

Prothonotary

January 8, Original copy mailed to Commonwealth  
in both cases. 572 - 573 February T., 1961



Alvaretta Snyder

VERSUS

Jack L. McMenu

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

No. 572 Term Feb 19 61

To Archie Zell

Prothonotary.

Sir: ~~Enter~~

appearance for

Make the judgment  
in the above case satisfied of record

in above case.

Gleason Cherry & Lewis  
Attorney for Plaintiff

No. 572 Term 1

vs.

## APPEARANCE

For

FILED  
JAN 18 1968  
ARCHIE HILL  
PROTHONOTARY

CREATED CONSIL BY  
IN THE CONSIL OF COMMON BYES OF

---

To Elk County General Hospital, Dr.  
Ridgway, Penna.

Mr. Jack McMinn  
Star Route  
Ridgway, Pa.

---

To Whom It May Concern

For Self:

X-ray of Ribs, Thoracic L-S-Spine was taken at this  
hospital on August 28, 1959

\$55.00

Our fees are EXCLUSIVE of Physicians Fees

STATEMENT

MAPLE AVENUE HOSPITAL

DUBOIS, PENNA.

Date 2-10-60

Mrs. Alvaretta Synder  
Penfield, Penna.

Re: Joyce Snyder

AM'T DUE \$

X-ray of right wrist on 9-9-59

\$15.00

March 1965 + 15.00

## STATEMENT

## MAPLE AVENUE HOSPITAL

DUBOIS, PENNA.

Date 2-10-60

Mrs. Alvaretta Snyder  
Penfield, Penna.

AM'T DUE \$

Admitted: 8-27-59

Discharged: 8-30-59

|                                   |         |
|-----------------------------------|---------|
| 3 days Room & Board @ 13.00 a day | \$39.00 |
| Laboratory                        | 7.00    |
| X-rays                            | 37.50   |
| Drugs                             | .45     |

TOTAL \$83.95

Out Patient X-rays

|          |        |          |
|----------|--------|----------|
| 9-9-59   | \$7.50 |          |
| 10-9-59  | 7.50   |          |
| 11-2-59  | 7.50   |          |
| 11-23-59 | 7.50   | \$ 30.00 |

Amount Due \$113.95

W. A. W. SWITZER, B. A., M. D.  
21 SOUTH BROAD STREET  
TELEPHONE PR 3-5113

DATE May 5, 1961

Mr. Jack McMinn

1959

|         |             |      |
|---------|-------------|------|
| Aug. 28 | Office Call | 5.00 |
| 29      | Office Call | 4.00 |
| 31      | Urinalysis  | 2.00 |

\$ 11.00

RECEIVED PAYMENT

P. J. VALIGORSKY, M. D.  
FORCE, PENN.  
ELK COUNTY  
PHONE WEEDVILLE 5131

DATE

3/1/60

Alvaretta Snyder  
Penfield, Pa

For Fracture Left Radius

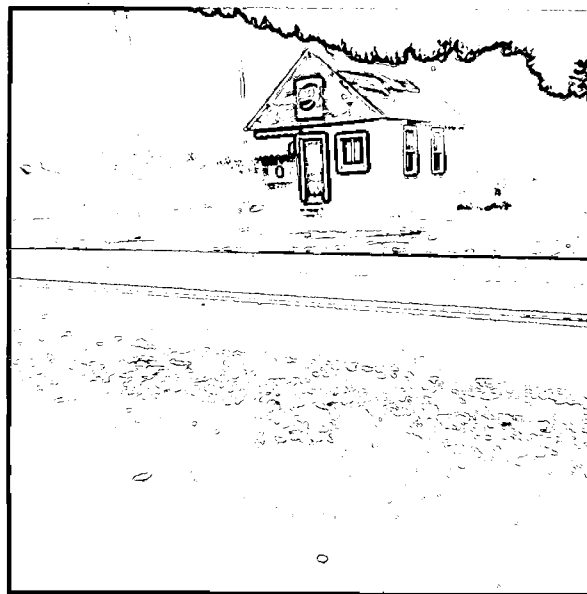
TO PROFESSIONAL SERVICES

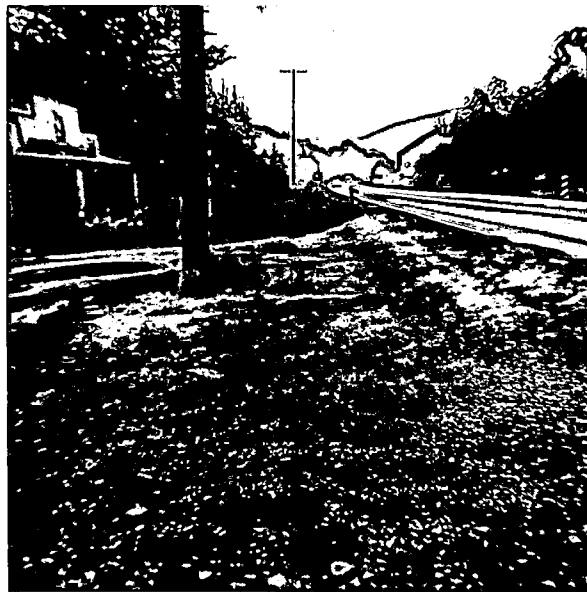
Aug 27<sup>th</sup> first aid 10.00  
Closed Reduction 8/28 50.00  
Hospital Calls Aug 29 & 30 8.00  
Office Calls Sept 7, 14, 21, 28  
Oct 16, 23, 30  
Nov 9, 16, 13, 30 Dec  
14 + 28 - 13 x 3.00 39.00

\$ 107.00

107.00

RECEIVED PAYMENT





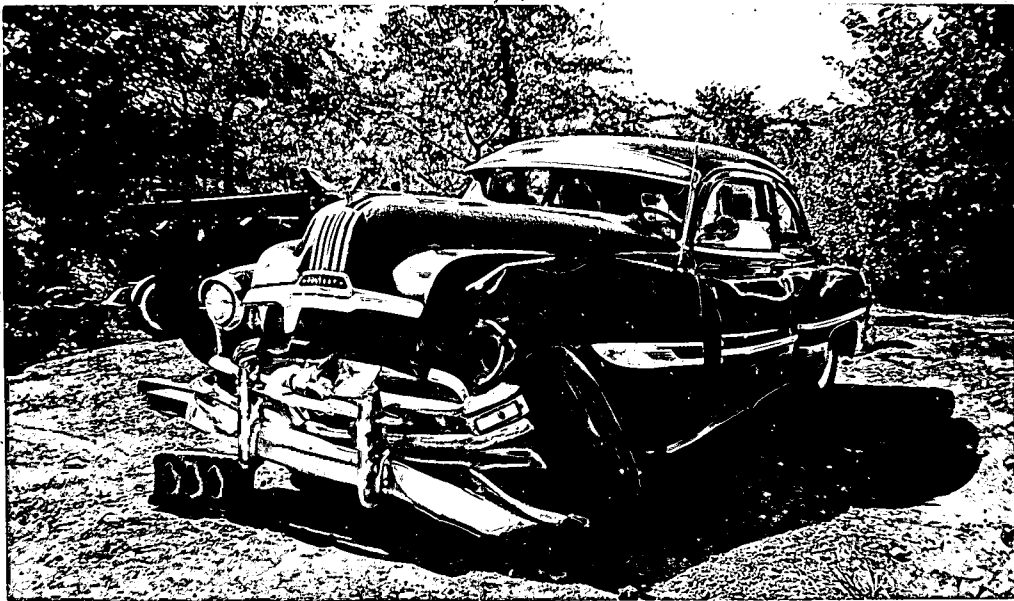
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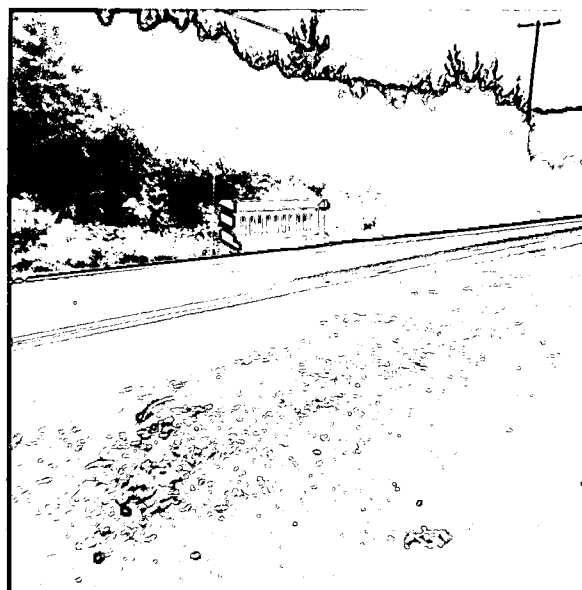


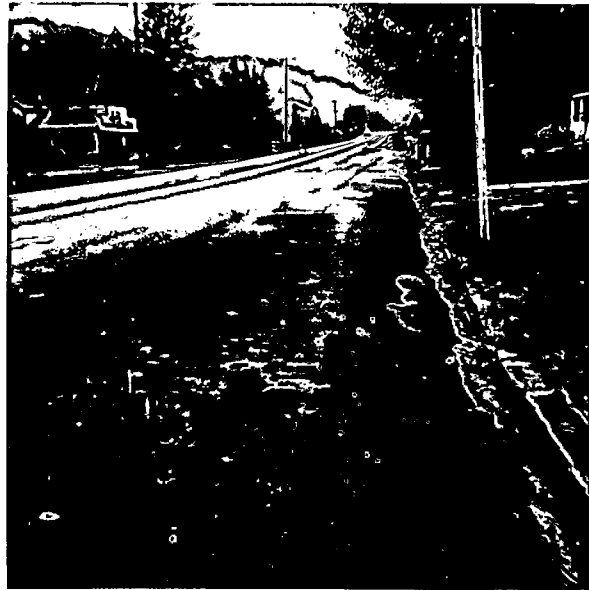
P. 3

1 4 0 4 6 9 1

SEP 2 1959





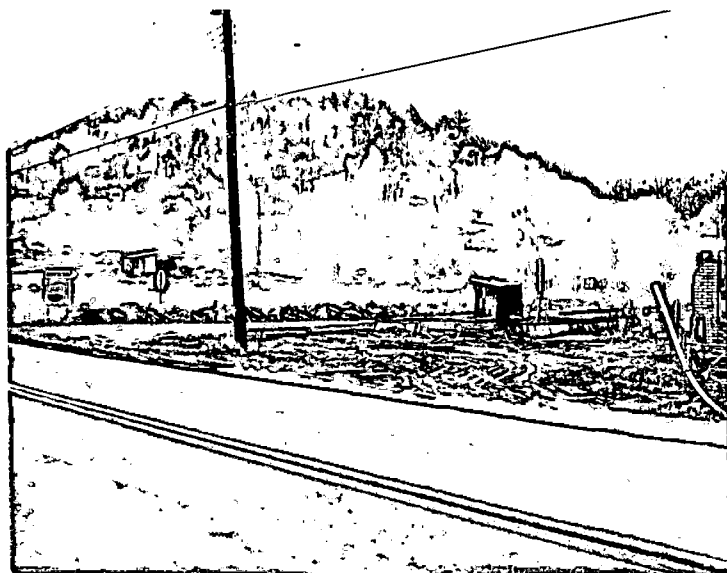






S





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALVARETTA SNYDER,  
Plaintiff

NO: 572 FEBRUARY TERM, 1961

--vs--

IN TRESPASS

JACK L. McMINN,  
Defendant

STIPULATION

It is hereby stipulated by and between Gleason & Cherry, Attorneys for plaintiffs and Bell, Silberblatt & Swoope, Attorneys for defendant, that the above case not be heard by Arbitrators as scheduled for March 4, 1965, at 1:30 P. M., and the same be tried by jury at the next term of Court.

GLEASON & CHERRY

By Edward V. Cherry  
Attorneys for Plaintiffs

BELL, SILBERBLATT & SWOOPE

By Paul Silberblatt  
Attorneys for Defendant

572 Feb 1965

RECEIVED FOR RECORDING

DEPT. OF JUSTICE

RECEIVED FOR RECORDING

DEPT. OF JUSTICE

to filed by this at the next term of court.

case is scheduled for March 4, 1965, at 1:30 P. M. and the sum

of \$100.00 is due for costs and fees not to be paid

by the defendant, but the above case not be paid

if the court is satisfied by the return of

RECEIVED

RECEIVED  
J. C. F. WALKER

RECEIVED

-4-

NO. 572 FEBRUARY TERM, 1965

RECEIVED  
J. C. F. WALKER

IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA

FILED  
MAR 4 1965  
CARL E. WALKER  
PROTHONOTARY

2 copies only  
Gleason T. Cherry

LAW OFFICES  
GLEASON & CHERRY  
7-10 DAMUS BUILDING  
DU BOIS, PENNSYLVANIA

109 N. BRADY STREET

TELEPHONE 371-5800

JAMES A. GLEASON  
EDWARD V. CHERRY  
ANTHONY S. GUIDO  
ERNEST W. BAUM

February 26, 1965

Carl E. Walker  
Prothonotary  
Court House  
Clearfield, Pennsylvania

In re: Snyder vs. McMin  
572 and 573 February Term, 1961

Dear Mr. Walker:

We wish to advise that it has been stipulated by counsel for the plaintiffs and defendant in the above cases that hearing scheduled for the same for March 4, 1965, at 1:30, be cancelled and the same placed on the list for trial by jury.

Very truly yours,

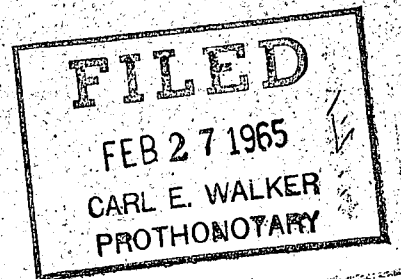
GLEASON & CHERRY

By

*Anthony Guido*

ASG:b

cc Joseph J. Lee, Esq.  
Edward T. Kelley, Esq.  
John K. Reilly, Jr., Esq.



1. 1990年12月，在《中国环境报》上，刊登了“中国环境状况令人堪忧”的标题，并附有“中国环境状况令人堪忧”的副标题。

TO: DIRECTOR, FBI  
FROM: SAC, NEW YORK  
SUBJECT: [REDACTED]  
RE: [REDACTED]

12-11-61

DATE OF VISIT VISIT

CV 100-37466

... ..  
... ..  
... ..

572726/95

Alvaretta Snyder, et al

vs.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

Jack L. McMinn

No. 573 February 1961  
Term, 195 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 Alvaretta Snyder et al Defendant Jack L. McMinn

Date.....

Attorney for Plaintiffs

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

Attorney for Plaintiffs

Attorney for Defendant

Attorney for

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

15, 1965, hearing of the above case is fixed for Thursday, March 18, 1965, in Room, Clearfield County Court House, Clearfield, Pa., and the following Clearfield County Bar members: 1:30 P M

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.

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

WITNESS MY HAND AND THE SEAL OF THE COURT

Deputy  
Prottonary

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

and the following Clearfield County Bar members:  
1967 in Room Clearfield County Court House, Clearfield.  
1967 hearing of the above case is fixed for Wednesday  
AND PLACE OF HEARING AND APPOINTMENT OF BOARD

Attorney for

Attorney for

FILED  
FEB 15 1965  
CARL S. WALKER  
PROTHONOTARY

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (3)

Attorney for

Date

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 \$1,000 or less.

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

(1951-52) P. L. 3087 and further amended July 23, 1955, Laws 1955, 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, 1952  
TO THE PROTHONOTARY OF SAID COURT

PRESCRIPTIVE FOR APPOINTMENT OF ARBITRATORS (1)

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 273 Term 1961

Clarretta Snijder, et al  
vs.  
Jack E. McMan

February 18, 1965

SIR:

The following three persons have been appointed Arbitrators in  
the case of 572 and 573 February Term 1961

Alveretta Snyder, et al vs. Jack L. McMinn

the first named being the Chairman of the Board:

Joseph J. Lee, Chairman; Edward T. Kelley; John K. Reilly, Jr.

Hearing of the case has been fixed for Thursday, March 4, 1965  
at 1:30PM

in Court Room #                     

Very truly yours,

Carl E. Walker,  
Prothonotary

Alvaretta Snyder

VERSUS

Jack L. Mc Minn

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

No. 572 Term February 1961

To

~~James T. Hopper~~ Col E Walker

Prothonotary.

Sir: Enter

an

appearance for

for Alvaretta  
Snyder in the Counter-Claim filed  
against her by Jack L. Mc Minn

in above case.

Attorney for

Gleason Cherry & Cherry  
by Edward V. Cherry

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

vs.

APPEARANCE

For



CLERK OF COURT BY  
IN THE COURT OF COMMON PLEAS OF

Alvaretta Snyder

VERSUS

Jack L. Mc Minn

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

No. 572 Term February 1961

To Carl E Walker

Prothonotary.

Sir: Enter

appearance for

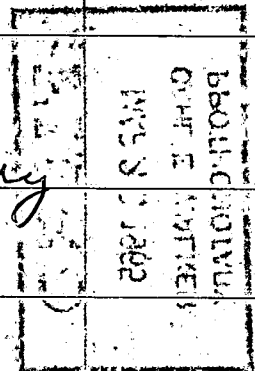
Place the above  
case on the trial list.

No.

For

Term  
in above case.

Gleason & Cherry  
Attorney for Plaintiffs





ALVARETTA SNYDER

VERSUS

JACK L. McMINN

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

No. 572 Term February 1961

To William T. Hagerty

Prothonotary.

Sir: Enter our appearance for Jack L. McMinn, Defendant

|                |                  |                            |               |
|----------------|------------------|----------------------------|---------------|
| No. 572        | ALVARETTA SNYDER | JACK L. McMINN             | For Defendant |
| Term           |                  |                            |               |
| in above case. |                  | BELL, SILBERBLATT & SWOOPE |               |
| February 1961  |                  | By <u>Paul Silberblatt</u> |               |
|                |                  | Attorney for Defendant     |               |

No. 572 Term February 19 61

ALVARETTA SNYDER

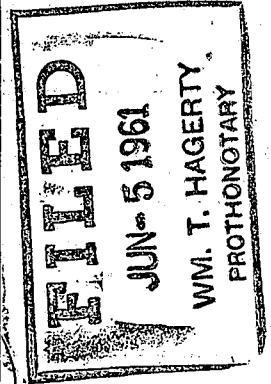
vs.

JACK L. McMINN

APPEARANCE

For Defendant

6



CLEVELAND COUNTY BY  
IN THE COURT OF COMMON PLEAS OF

Alvaretta Snyder

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

VERSUS

Jack L. Mc Murri

No. 572 Term Feb 1961

To Carl E. Walker

Prothonotary.

Sir: Enter

appearance for

Place above

case on trial list

in above case.

Attorney for

Glean Cherry & Cherry  
Edward V. Cherry

STEVENSON'S COMPANY, INC.  
IN THE COURT OF COMMON PLEAS OF

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

Alvaretta Snyder

No 572 Feb Term 1961

vs

Jack L McMinn

Complaint In Trespass

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

Now, April 24, 1961, deputized the Sheriff Of Elk County to serve the within Complaint In Trespass upon Jack L McMinn.

Now, April 25, 1961 served the within Complaint In Trespass on Jack L McMinn by deputizing the Sheriff of Elk County.  
The return of service of Ivan L Herzing Sheriff Of Elk County is hereto attached and made part of this return of Service

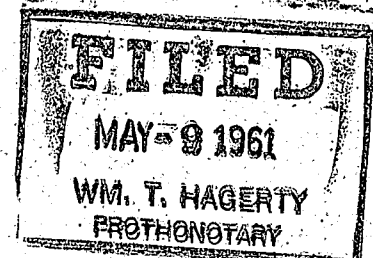
Costs Sheriff Ammerman \$6.00  
Sheriff Of Elk County \$8.10  
(Paid by Attys G.C.C.)

So Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 4th  
day of May 1961. A.D.

*Wm T. Hagerty*  
Prothonotary.



Alvaretta Snyder

Versus

Jack L. McMinn

IN THE COURT OF COMMON PLEAS

OF ~~ELK~~ COUNTY  
Clearfield

No. 572

February

Term 19 61

Complaint

STATE OF PENNSYLVANIA  
COUNTY OF ELK

} SS:

Carl H. Sandberg, Deputy Sheriff, being duly sworn according to law, deposes and says, that he served a Complaint on the defendant, Jack L. McMinn, by handing to Louise McMinn, an adult member of the household, a true and attested copy of the same and making known to her the contents thereof at her residence in Ridgway, R. D. Elk County, Pennsylvania on April 25, 1961 at 5:15 P.M.

Sworn to and subscribed before me this

26th day of APRIL A.D. 19 61

*Joseph Brunner*  
Prothonotary  
My Commission expires January 6, 1964

So Answers

Ivan J. Herzog

Sheriff

*Carl H. Sandberg*

Deputy

No. 572

February Term 1961

Alvaretta Snyder

vs.

Jack L. McMin

AFFIDAVIT OF SERVICE

Sheriff Paid

\$ 7.00

Attorney for the Plaintiff

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

ALVARETTA SNYDER, et al

Nos. 572 & 573 February Term, 1961

-VS-

JACK McMINN

PETITION FOR ADDITIONAL ARBITRATION FEES

TO THE HONORABLE JOHN A. CHERRY, PRESIDENT JUDGE OF SAID COURT

NOW COMES, Joseph P. Work, Esquire, John K. Reilly, Jr., Esquire and Irvin S. Fennell, Esquire, Petitioners herein and for their Petition state:

1. That your Petitioners were named to act as Arbitrators in the above two captioned cases and further that Arbitration Hearing was scheduled for October 20, 1965 at 1:30 P. M.

2. Hearing convened as scheduled and testimony was taken. Hearing adjourned on October 20, 1965 at 5:00 P. M.

3. Hearing reconvened October 21, 1965 at 11:30 A. M. at which time additional testimony was taken and hearing was adjourned at 12:30 P. M.

4. That your Arbitrators again met on October 22, 1965 at 11:00 A. M. at which time the testimony was reviewed ~~and~~ the applicable law noted and decision rendered <sup>all</sup> of which took approximately one hour.

5. Since there were two separate actions involved arising out of the same factual situation, it was necessary for your Arbitrators to render two separate and distinct verdicts.

WHEREFORE, your Petitioners request Your Honorable Court to grant them additional Arbitration fees in the amount of 35.00 each.

Joseph P. Work  
John K. Reilly, Jr.  
Irvin S. Fennell, Jr.

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared, JOSEPH P. WORK, ESQUIRE, JOHN K. REILLY, JR., ESQUIRE and IRVIN S. FENNELL, ESQUIRE, who, being duly sworn according to law, depose and say that the facts set forth in the foregoing Petition are true and correct to the best of their knowledge, information and belief.

Joseph P. Work  
John K. Reilly, Jr.  
Irvin S. Fennell, Jr.

Sworn and subscribed to before me  
this 12th day of October, 1965.

Carl E. Walker

LAW OFFICES OF  
JOHN K. REILLY, JR.  
KEYSTONE BLDG.  
CLEARFIELD, PA.

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1966

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

ALVARETTA SNYDER, et al

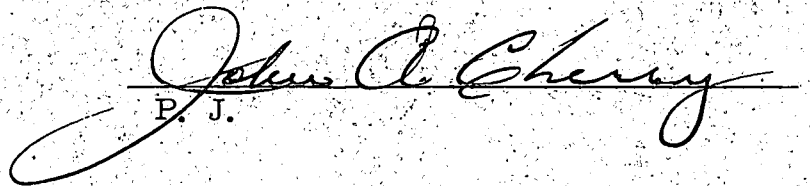
Nos. 572 & 573 February Term, 1961

-VS-

JACK McMINN

O R D E R

NOW THIS 22nd day of October, 1965 upon consideration of the foregoing Petition, it is hereby ordered and decreed that additional Arbitration fees be granted to Joseph P. Work, Esquire, John K. Reilly, Jr., Esquire and Irvin S. Fennell, Esquire in the above captioned matter in the amount of *\$ 35.00 each.*

  
P. J.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
Nos. 572 & 573 February Term, 1965

ALVARETTA SNYDER, et al

-VS-

JACK McMINN

PETITION FOR ADDITIONAL  
ARBITRATION FEES

**FILED**

OCT 22 1965

CARL E. WALKER  
CLERK

JOHN K. REILLY, JR.  
ATTORNEY AT LAW  
KEYSTONE BUILDING  
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALVARETTA SNYDER

-vs-

JACK L. McMINN

No. 572 February Term, 1961

In Trespass

COUNTER-CLAIM

NOW, comes the Defendant, Jack L. McMinn, by his attorneys, Bell, Silberblatt & Swoope, and brings this Counter-Claim in Trespass against the above named Plaintiff on a cause of action whereof the following is a statement:

(1). The Defendant is Jack L. McMinn, an individual residing at Star Route, Ridgway, Elk County, Pennsylvania.

(2). The Plaintiff is Alvaretta Snyder, an individual residing at Penfield, Clearfield County, Pennsylvania.

(3). On the 27th day of August, 1959, on or about 6:00 p.m. e.d.s.t., the Defendant was operating his 1958 Mack tractor in a northerly direction on U. S. Highway Route 255 in the Village of Hollywood, Clearfield County, Pennsylvania.

(4). At the time, date and place aforesaid, the Plaintiff was operating a 1952 Pontiac sedan in a northerly direction on U. S. Highway Route 255 in the Village of Hollywood, Clearfield County, Pennsylvania, and was proceeding ahead of Defendant's vehicle.

(5). At the time, date and place aforesaid, the Plaintiff put on her turn signal indicating her intention to make a right hand turn off said highway and the Defendant was then in the process of passing the Plaintiff and was occupying the left hand lane of traffic.

(6). As Defendant started to come abreast of the Plaintiff, the Plaintiff did, without notice and contrary to her

indication to make a right turn, did start to make a left turn on said highway and started to occupy the portion of said highway being then and there occupied by the Defendant.

(7). As a result of the Plaintiff's negligent conduct, the Defendant was forced to apply his brakes sharply and turn his vehicle to a sharp left and as a result of which the Defendant struck the Plaintiff's left front fender as he was completely off the said highway and on the left berm.

(8). As a result of the negligence of the Plaintiff, the Defendant's vehicle struck a cement bridge and caused damages to Defendant's vehicle as hereinafter set forth, and did also cause personal injuries to the Defendant as hereinafter set forth.

(9). The said Plaintiff, Alvaretta Snyder, was negligent in the following respects:

A. In signaling to make a right hand turn and instead thereof attempting to make a left hand turn directly in the face of Defendant's passing vehicle.

B. In failing to keep her vehicle under proper control and in the proper lane of traffic.

C. In failing to keep a careful and diligent watch for other vehicles lawfully on said highway.

D. In failing to obey the provisions of the Motor Vehicle Code of the Commonwealth of Pennsylvania.

E. In otherwise operating her vehicle in a careless and negligent manner.

(10). By reason of the aforesaid accident, the Defendant suffered personal injuries consisting of a fracture of the tenth left rib in its posterior portion and multiple contusions over the thoracic-lumbar area, which have caused the Defendant to suffer and may and probably will in the future continue to suffer great pain, which has prevented him from attending to his usual

and daily duties to his great damage and loss.

(11). As a result of the damages sustained to Defendant's vehicle, he was forced to expend the sum of \$582.02 as set forth in the repair bill which is attached hereto and made a part hereof.

(12). As a result of the personal injuries sustained by the Defendant and as a result of the damages to his vehicle, he lost the sum of \$800.00 in wages.

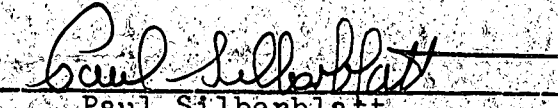
(13). As a result of the personal injuries sustained by the Defendant, he has expended or incurred the following sums of money for medicine, medical attention and hospitalization in an attempt to treat and cure himself of said injuries:

|                                       |         |
|---------------------------------------|---------|
| Dr. W. A. W. Switzer                  | \$11.00 |
| Elk County General Hospital<br>X rays | 55.00   |

(14). The amount of damages claimed by the Defendant in this Counter-Claim exceeds the amount requiring arbitration referral by local Rules of Court and that the unliquidated damages so claimed are in excess of \$5,000.00.

WHEREFORE, the Defendant herein brings this Counter-Claim for damages and losses above set forth and for pain and suffering and with interest upon the same and costs of suit.

BELL, SILBERBLATT & SWOOPE  
By

  
Paul Silberblatt,  
Attorneys for Defendant

STATE OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared JACK L. McMINN, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Counter-Claim are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed  
before me this 24 day  
of May, 1961.

JLM - Jack L. McMinn  
Jack L. McMinn

Lawrence W. Ruth

LAWRENCE W. RUTH, Justice of the Peace  
Star Route - Ridgway, Pa.  
My Commission Expires Jan. 3, 1966



# KEEFER'S GARAGE, Inc.

501 W. DuBois Avenue Telephone 843  
DuBois, PA.

|                      |              |                  |                         |             |                            |                 |
|----------------------|--------------|------------------|-------------------------|-------------|----------------------------|-----------------|
| NAME<br>James McMinn |              |                  | ADDRESS<br>Ridgway, Pa. |             | PHONE                      | DATE<br>9-11-59 |
| YEAR<br>1958         | MAKE<br>Mack | MODEL<br>Tractor | LICENSE No.<br>Y28-980  | SPEEDOMETER | MTR. No.<br>SER. No. B61-T |                 |
| INSURANCE CARRIER    |              |                  | ADJUSTER                |             | PHONE                      | CAR LOCATED AT  |

| OPERATIONS                                                                                                                                                                                                                                                                                                                                                         |  | PART No.          | PARTS     | LABOR  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------|-----------|--------|
| 1 L. F. Fender assy (8pieces)                                                                                                                                                                                                                                                                                                                                      |  |                   | 88 90     | 34 00  |
| 1 L. F. spring                                                                                                                                                                                                                                                                                                                                                     |  |                   | 54 16     | 12 80  |
| 1 L. Door vent assy                                                                                                                                                                                                                                                                                                                                                |  |                   | 19 29     | 4 00   |
| 1 front bumper face bar                                                                                                                                                                                                                                                                                                                                            |  |                   | 36 87     | 8 00   |
| 1 10:00 x 20 wheel assy L. F.                                                                                                                                                                                                                                                                                                                                      |  |                   | 55 03     | 4 50   |
| 6 front bumper bolts & clips                                                                                                                                                                                                                                                                                                                                       |  |                   | 1 01      |        |
| 1 Oil filter cap                                                                                                                                                                                                                                                                                                                                                   |  |                   | 63        |        |
| 1 Clutch pedal spring                                                                                                                                                                                                                                                                                                                                              |  |                   | 49        | 4 00   |
| Repair L. F. Air line                                                                                                                                                                                                                                                                                                                                              |  |                   | 80        | 4 00   |
| Repair L. F. cowl & front floor in cab                                                                                                                                                                                                                                                                                                                             |  |                   |           | 68 00  |
| Repair radiator                                                                                                                                                                                                                                                                                                                                                    |  |                   | 25 00     | 30 00  |
| Repair R. F. Fender & refinish                                                                                                                                                                                                                                                                                                                                     |  |                   |           | 16 00  |
| Repair & align L. door                                                                                                                                                                                                                                                                                                                                             |  |                   |           | 8 00   |
| Repair radiator shell                                                                                                                                                                                                                                                                                                                                              |  |                   |           | 6 00   |
| Alignment                                                                                                                                                                                                                                                                                                                                                          |  |                   |           | 12 00  |
| Paint & material                                                                                                                                                                                                                                                                                                                                                   |  |                   |           | 12 00  |
| Freight on parts                                                                                                                                                                                                                                                                                                                                                   |  |                   |           | 9 15   |
| Towing from Clearfield                                                                                                                                                                                                                                                                                                                                             |  |                   |           | 45 00  |
| <del>THE ABOVE IS AN ESTIMATE, BASED ON OUR INSPECTION, AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN OPENED UP. OCCASIONALLY, AFTER WORK HAS STARTED, WORN, BROKEN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION. QUOTATIONS ON PARTS AND LABOR ARE CURRENT AND SUBJECT TO CHANGE.</del> |  |                   |           |        |
| INSURED PAYS \$                                                                                                                                                                                                                                                                                                                                                    |  | INS. CO. PAYS     | R. O. No. |        |
| INS. CHECK PAYABLE TO                                                                                                                                                                                                                                                                                                                                              |  | TOTALS            | 282 18    | 277 45 |
| The above is an estimate, based on our inspection, and does not cover additional parts or labor which may be required after the work has been opened up. Occasionally, after work has started, worn, broken or damaged parts are discovered which are not evident on first inspection. Quotations on parts and labor are current and subject to change.            |  | WRECKER SERVICE   |           |        |
|                                                                                                                                                                                                                                                                                                                                                                    |  | TAX               |           | 22 39  |
|                                                                                                                                                                                                                                                                                                                                                                    |  | TOTAL OF ESTIMATE |           | 582 02 |

EST. MADE BY

AUTHORIZATION FOR REPAIR. You are hereby authorized to make the above specified repairs to the car described herein.

SIGNED

DATE

Lap over margin

|                                                                                                                        |  |
|------------------------------------------------------------------------------------------------------------------------|--|
| IN THE COURT OF COMMON PLEAS<br>OF CLEARFIELD COUNTY, PENN-<br>SYLVANIA, No. 572 February<br>Term, 1961 - In Trespass  |  |
| ALVARETTA SNYDER                                                                                                       |  |
| -VS-                                                                                                                   |  |
| JACK L. MCINN                                                                                                          |  |
| COUNTER-CLAIM                                                                                                          |  |
| To the within Plaintiff:                                                                                               |  |
| You are hereby notified to<br>plead to the within Counter-<br>Claim within twenty (20)<br>days from the service hereof |  |
| BY<br>BELL, SILBERBLATT & SWOOPF                                                                                       |  |
| <i>Paul Silberblatt</i><br>Paul Silberblatt,<br>Attorneys for Defendant                                                |  |
| 3<br><b>FILED</b><br>JUN-5 1961                                                                                        |  |
| WMA. T. HAGERTY<br>BELL, SILBERBLATT & SWOOPF<br>ATTORNEYS AT LAW<br>CLEARFIELD TRUST CO. BLDG.<br>CLEARFIELD, PENNA.  |  |

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

Service accepted this 5th day  
 of June, 1961 Gleason Cherry & Cherry  
 by Edward V Cherry Attorneys  
 for Plaintiff.

Alveretta Snyder

VERSUS

Jack L. McMin

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

No. 572 Term February 1961

To Carl E Walker

Prothonotary.

Sir: Enter

appearance for

judgment according  
to the award

in above case.

8/12/85

no interest

Gleason & Cherry  
by Anthony S. Lundy

Attorney for

plaintiff

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

VERSUS

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

IN

VS.

APPEARANCE

For

**FILED**

NOV 18 1965

CARL E. WALKER  
PROTHONOTARY

5/18/35

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ALVARETTA SNYDER,  
Plaintiff

NO. 572 FEBRUARY TERM, 1961

-VS-

IN TRESPASS

JACK L. McMINN,  
Defendant

COMPLAINT

AND NOW, comes the above entitled Plaintiff, by her attorneys, Gleason, Cherry & Cherry, and brings this Action in trespass against the above named Defendant on a cause of action whereof the following is a statement:

1. The Plaintiff, ALVARETTA SNYDER is an individual residing at Penfield, Clearfield County, Pennsylvania.

2. The Defendant, JACK L. McMINN, is an individual residing at Star Route, Ridgway, Elk County, Pennsylvania.

3. On the 27th day of August, 1959, at or about 6:00 o'clock P.M., E.D.S.T., the Defendant, operated a 1958 Mack tractor with a 1959 Carson trailer, license plate Nos. Y 2898 D and 219421 respectively, and was operating his Tractor-Trailer in a Northerly direction on highway Route No. 255 in the Village of Hollywood, Clearfield County, Pennsylvania.

4. On the place, date and time as aforesaid, the said Plaintiff, ALVARETTA SNYDER and JANE HEWITT, HELEN HEWITT, VIRGINIA MCGINNIS and CLIFFORD HEWITT were the owners of a certain 1952 Pontiac Sedan, Plate No. P88038, which vehicle was being operated by the said ALVARETTA SNYDER in a Northerly direction on said highway Route No. 255 in the Village of Hollywood, Clearfield County, Pennsylvania.

5. That at the aforesaid time, date and place the Plaintiff, ALVARETTA SNYDER slowed up her vehicle and put on her turn

signals for the purpose of making a left hand turn into a private driveway.

6. That at the aforesaid time, date and place, while the said Plaintiff, ALVARETTA SNYDER was in the process of making a left turn into said private driveway, the Tractor-Trailer owned and driven by the Defendant, JACK L. McMINN, ran into and struck the left side of the vehicle owned by ALVARETTA SNYDER and JANE HEWITT, HELEN HEWITT, VIRGINIA McGINNIS, and CLIFFORD HEWITT, and driven by ALVARETTA SNYDER, throwing her violently out of said vehicle, resulting in injuries to her, hereinafter set forth. The Tractor-Trailer ran over the left arm of the said ALVARETTA SNYDER.

7. At the time, date and place aforesaid, Defendant, JACK L. McMINN was negligent as follows:

(a) he operated said Tractor-Trailer at a high and excessive rate of speed under the circumstances;

(b) he did fail to give proper and sufficient warning of the approach of said Tractor-Trailer;

(c) he did fail to keep said Tractor-Trailer in his proper lane of traffic;

(d) he did fail to keep a careful and diligent watch for other vehicles lawfully on said highway;

(e) he did fail to have his Tractor-Trailer under such control as to be able to stop within the assured clear distance ahead, in violation of the Act of Assembly so provided;

(f) he did fail to apply his brakes in order to avoid striking the said Plaintiff's vehicle;

(g) he did attempt to pass the Plaintiff's vehicle when the Plaintiff, ALVARETTA SNYDER already was in the process of making a left turn and so indicated the same by having her turn

signals on;

(h) he did violate the statutes of the Commonwealth of Pennsylvania pertaining to the passing of vehicles on highways proceeding in the same direction;

(i) he did operate said Tractor-Trailer too close to the vehicle of the Plaintiff, in violation of the statutes of the Commonwealth of Pennsylvania; and

(j) he did otherwise operate the said Tractor-Trailer in a negligent, and careless manner.

8. By reason of the aforesaid, the said Plaintiff, ALVARETTA SNYDER suffered a fracture of the left arm and severe bruises and contusions of the left leg and severe shock to her nervous system, as a result whereof she has suffered and may and probably will in the future continue to suffer great pain and she has been and will in the future be hindered and prevented from attending to her usual and daily duties to her great damage and loss.

9. As a result of the injuries sustained, said ALVARETTA SNYDER, has expended or incurred the following sums of money for medicine and medical attention and hospitalization in and about endeavoring to treat and cure herself of her injuries to her financial damage and loss:

|                                         |          |
|-----------------------------------------|----------|
| Dr. P. J. Valigorsky - medical          | \$107.00 |
| Maple Avenue Hospital - hospitalization | 128.95   |
| Ralph M. Geer - Ambulance Service       | 20.00    |

10. That the amount of damages claimed by the Plaintiff, ALVARETTA SNYDER, exceeds the amount requiring arbitration referral by local Rule of Court and that the unliquidated damages so claimed are in excess of the sum of \$5,000.00..

WHEREFORE, for the damages and loss above set forth, together

with legal interest upon the same and costs of suit, Plaintiff, ALVARETTA SNYDER, brings this Complaint.

WHEREFORE, for the damages and loss above set forth, together with interest and cost of suit, Plaintiff, ALVARETTA SNYDER, brings this action.

GLEASON, CHERRY & CHERRY

By

*Edward V. Cherry*  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS.

Personally appeared before me, a Notary Public, in and for the State and County aforesaid, ALVARETTA SNYDER, who, being duly sworn according to law deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Alvaretta Snyder

Sworn to and subscribed before me this 22<sup>nd</sup> day of

April, 1961.

Joseph S. McKerry  
Notary Public  
My Commission expires Jan. 7, 1963.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
NO. 572 FEBRUARY TERM, 1961  
IN TRESPASS

ALVARETTA SNYDER,  
Plaintiff

-vs-

JACK L. McMINN,  
Defendant

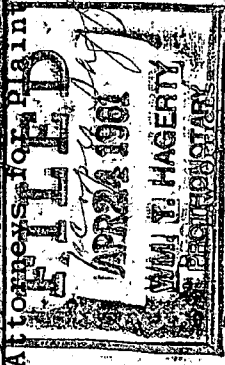
COMPLAINT

TO THE WITHIN NAMED DEFENDANT:

You are hereby notified  
to plead to the enclosed Com-  
plaint within Twenty (20) days  
from the service hereof.

GLEASON, CHERRY & CHERRY

By *Edward V. Cherry*  
Attorneys for Plaintiff



GLEASON, CHERRY & CHERRY

7-10 DAMUS BUILDING  
DU BOIS, PENNSYLVANIA

109 N. BRADY STREET

480