

DOCKET NO. 175

NUMBER	TERM	YEAR
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<u>576</u>	<u>November</u>	<u>1961</u>
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Eugene Miller

VERSUS

New York Central Railroad Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

No. 576 November Term, 1961

THE NEW YORK CENTRAL RAILROAD COMPANY:

AND

ZOE MILLER

JACKSON MILLER

HAROLD BYRON MCGEE,

Additional Defendants

IN TRESPASS

AMENDMENT OF COMPLAINT AGAINST ZOE MILLER

The New York Central Railroad Company, Defendant, desires to amend the Complaint against Zoe Miller, by eliminating paragraphs twenty-nine (29), thirty (30), and thirty-one (31), and adding new paragraphs as follows:

(29). That the New York Central Railroad Company was required to transport said engine from the point of the collision in Bell Township, Clearfield County, to Collinwood, Ohio, a distance of two hundred and fifty-eight (258) miles.

(30). That the cost of such transportation was six (6) cents per mile, or a total of \$15.48, for which sum the New York Central Railroad Company asks that a Judgment be rendered in its favor, and against the said Zoe Miller in this action.

(31). That The New York Central Railroad Company was deprived of the use of said diesel locomotive, for a period of forty-one (41) days from October 20, 1959.

(32). That the amount of loss per day being \$47.043, or a total of \$1928.76, for which sum, the New York Central Railroad Company asks that a verdict be rendered in its favor, and against the said Zoe Miller.

(33). That the total amount expended or lost by the New York Central Railroad Company by reason of the carelessness and

negligence of the said Zoe Miller, and her employee, the said Jackson Miller, was \$3954.32 for labor and materials, and \$15.48 for transportation, and the sum of \$1928.76 for loss of use, making a total of \$5898.56 for which the New York Central Railroad Company asks that a verdict be rendered in its favor, and against the said Zoe Miller at the trial of this cause.

(34). That Zoe Miller is liable to Eugene Miller for any damages sustained by his truck, as alleged in the original Complaint, of the said Eugene Miller, and is liable to The New York Central Railroad Company for the loss sustained by said New York Central Railroad Company, or she is jointly liable with The New York Central Railroad Company for any damages sustained by said Eugene Miller, if any.

WHEREFORE, The New York Central Railroad Company asks that Judgment be rendered in its favor and against the additional defendant, Zoe Miller, in such amount as will secure from all liability in this action.

BELL, SILBERBLATT & SWOOPES
By


Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By

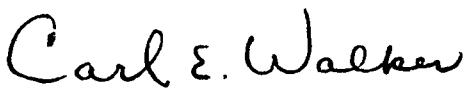

Charles E. Bell

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES E. BELL, who, being duly sworn according to law, deposes and states that he is Trainmaster for the New York Central Railroad Company, and that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.


Charles E. Bell

Sworn and subscribed to
before me this 31 day
of March , 1962.


Carl E. Walker

PROTHONOTARY

My Commission Expires
1st Monday Jan. 1966

Labor and Material used in repairing Diesel Unit #5640 at Collinwood, O
Diesel Shop on L. O. 118006-59 account Wreck

sheet 1 of 3

Item	Price	Amount
1 New Hand Box Assembly	NYC # 8144326	\$ 44.63
20 " 1/2" Elastic Nut	1117928	0.501 ..
32 " 9/8" " "	1117934	.10 ..
26 " 3/4" " "	1117937	.119 ..
1 " Steel Plate "12 57 3/4 X 12 1 7/8	1514253	13.28 ..
3 " " "	1514253	13.27 ..
1 " Elbow	8083627	18.37 ..
7 " Housing	8097414	1.515 ..
5 " Grab Iron	8124382	3.332 ..
1 " " "	8124382	3.33 ..
4 " Bracket	8144275	1.89 ..
2 " Weatherstrip	8146436	1.06 ..
1 " Grab Iron	8146679	20.72 ..
2 " Hand Rail	8146680	4.41 ..
6 " Side Rail	8146713	7.448 ..
1 " Hand Rail	8148249	5.20 ..
1 " Box Assembly	8156642	40.67 ..
1 S.H. Air Compressor	8186227	261.27 ..
1 NEW Brake Assembly	8194043	122.49 ..
2 " Housing PN-ARM-2000	2514746	131 ..
6 " Handle	8031902	1767 ..
6 " "	8031902	1767 ..
1 " Handhold	8141322	22.05 ..
5 " Support	8144274	11.368 ..
6 " Support	8144274	11.368 ..
1 " Grab Iron	8146678	2.44 ..
8 " Slide	8146733	1.2125 ..
6 " Tread Assembly	8149922	4.607 ..
6 " Tread Assembly	8104552	3.48 ..
25 " Hex Head Bolts 5/8" X 2"	4543734	.08 ..
4 " Hand Tape #256	2312349	7.885 ..
1 " #6 White Bottom Deck 60" wide	2416764	1.92 ..

Continued on sheet #2

Labor and Material used in repairing Diesel unit # 5640 at Collinwood, Ohio
Diesel Shop on L.O. 118006-59 account Wreck

Sheet 2 of 3

Item	Price	Amount
92 new Bolts $\frac{5}{16}$ " x $1\frac{1}{2}$ "	NYC # 8129472	\$ 029 ea
36 " Nuts	8135324	07 ..
1 " Handrail	8147991	22.05 ..
1 " Box Assembly	8152421	44.49 ..
1 " Manifold Filter	8152431	28.12 ..
1 " Manifold Filter	8152432	19.60 ..
3 Gal. Gray Lacquer	4717158	4.44 gal
3 " White Lacquer	4717134	4.553 "
9 " Black Lacquer	4717140	3.73 ..
2 " Black Enamel	4706783	3.565 ..
1 " Gray Enamel	4706855	4.25 ..
3 " Surface	4729259	3.533 ..
3 " Thinner	4729789	823 ..
15 " Thinner	4729816	1.66 ..
1 new Handrail	8147990	22.05 ea
2 Gal Black Enamel	4706783	3.565 gal
3 " Gray Enamel	4706855	4.247 ..
1 " Green Enamel	4706867	4.34 ..
4 " Surface	4729259	3.535 ..
3 " Thinner	4729789	823 ..
16 " Thinner	4729816	1.66 ..
3 " White Lacquer	4717134	4.553 ..
10 " Black Lacquer	4717140	3.732 ..
3 " Gray Lacquer	4717158	4.44 ..
1 "	9920169	1.71 ea
4 "	9920167	.78 ..
1 "	9920170	2.54 ..
4 "	9920166	.02 ..
2 "	9920171	10.29 ..
1 "	9920174	.78 ..
1 "	9920175	.78 ..
2 "	9920172	4.99 ..

MATERIAL CONTINUED ON SHEET 3, TOTAL \$ 1350.73

Labor and Material used in repairing Diesel Unit #5640 at Collinwood Ohio
Diesel Shop on Lot Order 118066-59 account Wreck

sheet 3 of 3

Labor

\$ 1371.99

Plus 15%

1068.99

\$ 2400.98

Material

\$ 1350.13

Plus 15%

202.61

\$ 1553.34

Total Labor and Material

\$ 3954.32

Prepared in office of
District Auditor of Expenditures

Detroit Michigan

May 27, 1960

File 039.000

To Mr. G. L. Zeider
Dept Diesel Shop
Collinwood Ohio

your file 40.4 OE X 5640

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 576 NOVEMBER TERM, 1961
IN TRESPASS

EUGENE MILLER

VS.

THE NEW YORK CENTRAL RAIL-
ROAD COMPANY, AND
ZOE MILLER
JACKSON MILLER
HAROLD BYRON MCGEE,
Additional Defendants

AMENDMENT OF COMPLAINT
AGAINST ZOE MILLER

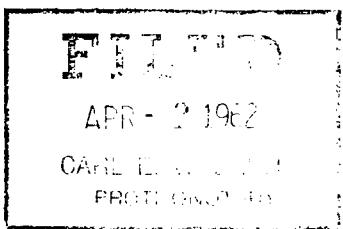
TO WITHIN NAMED DEFENDANT

You are hereby required to
file an affidavit of defense
to the within Amended Com-
plaint within 20 days after
the date of service thereof.

BELL, SILBERBLATT & SWOPE
By

Attorney for the Defendant

BELL, SILBERBLATT & SWOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.



- EUGENE MILLER -----

VERSUS

- NEW YORK CENTRAL RAILROAD -----
- ZOE & JACKSON MILLER, ADD. DEF'T -----

IN THE COURT OF COMMON PLEAS
OF THE COUNTY OF CLEARFIELD, PA.
No. 576 NOVEMBER Term, 19 68

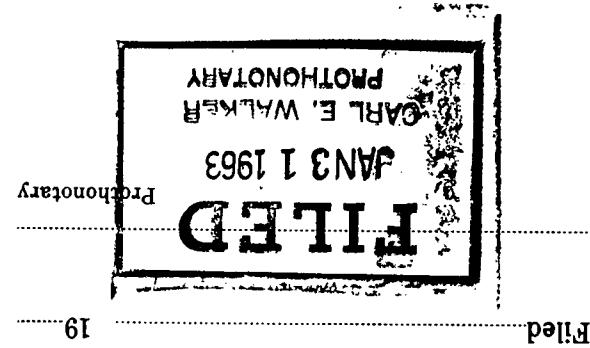
VERDICT

And now to wit: JAN - 30 19 68, we, the Jurors

empanelled in the above entitled case, find A Verdict in Favor FELICE MILLER

A M O U N T O F D E S E N D A N C E I N T H E
24 HOURS 82.632.27 and
against the New York Central Railroad,

John W. Scholten
John W. Scholten, Foreman



VERDICT

VERSUS

No. Term, 19

DATE: JANUARY 29, 1963

NO. 576 TERM: NOVEMBER YEAR: 1963

PLAINTIFF: EUGENE MILLER

VS.

DEFENDANT: NEW YORK CENTRAL RAILROAD

ZOE & JACKSON MILLER, ADDITIONAL DEFT.

JURY CALLED AND SWORN: 10:05 A.M. Jan. 29, 1963

JURORS:

1. Chalmers Buck
2. Hugh Calvert
3. James J. Carey
4. Fred Cockrane
5. Bernard Cowden
6. ✓ Joseph Crooks

7. Margaret Elbell
8. Dorothy Kephart
9. Heber King
10. ✓ Hilda Knepp
11. Dorothy Landis
12. ✓ Lloyd Laundry

PLAINTIFF WITNESSES:

Eugene Miller
Wilmer Smith
Byron McGee
Jackson Miller
Mrs. Zoe Miller
A. J. McCalley

✓ Clifford W. Sims
Edward Perko
Cortez Taylor
John Daugherty
Boyle Taylor
✓ M. Wm. Bloom

PLAINTIFF'S ATTY.

Joe Lee

Deft. Atty. Bell, Silverblatt

ADDRESS TO JURY:

2:27 P.M.

ADDRESS TO JURY: 1:40 P.M.

JUDGE: ADDRESS TO JURY:

3:47 P.M.

JURY OUT: 3:28 P.M. JURY RETURN: 5:30 P.M.

VERDICT:

We favor Eugene Miller and award damages in the amount of
Defendants Exhibit (E) in the amount 2,632.27 and against the N.Y.C. R.R.
Carl L. Walker, Jr. Fred W. Cockrane Foreman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS

: No. 576 November Term, 1961

THE NEW YORK CENTRAL RAILROAD
COMPANY and ZOE MILLER, JACKSON
MILLER, HAROLD BYRON McGEE,
ADDITIONAL DEFENDANTS

: Trespass

P R A E C I P E

TO CARL E. WALKER, PROTHONOTARY

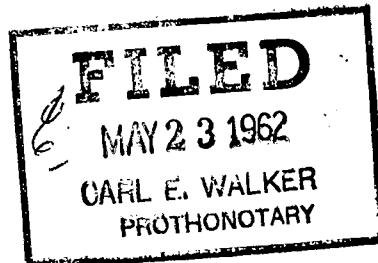
SIR:

Place the above case on the argument list for the coming
term of argument court.



Attorney for Eugene
Miller

Dated: May 23, 1962



IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 576 November Term, 1961
Trespass

EUGENE MILLER

VS

THE NEW YORK CENTRAL RAILROAD
COMPANY ET AL

P R A E C I P E

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS : No. 576 November Term, 1961

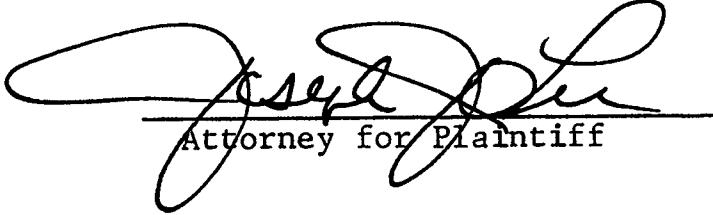
THE NEW YORK CENTRAL RAILROAD : Trespass
COMPANY, and ZOE MILLER, JACKSON :
MILLER, HAROLD BYRON McGEE, Addi- :
tional Defendants :
:

P R A E C I P E

TO: CARL E. WALKER, PROTHONOTARY

SIR:

Enter my appearance on behalf of the additional defendants
Zoe Miller and Jackson Miller in the above case.



Attorney for Plaintiff

Dated: April 3, 1962

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 576 November Term, 1961
Trespass

EUGENE MILLER

VS

THE NEW YORK CENTRAL RAILROAD
COMPANY et al

P R A E C I P E

APR - 4 1962

C. L. E. R. C.

Affidavit of Service

Eugene Miller

vs.

New York Central Railroad &
Additional Defendant
Zoe Miller

No. 576 Nov. Term, 1961

Writ to Join Additional Defendant

Returnable within _____ days
from date of service hereof.

NOW March 12 1962 at 10:25 AM o'clock

served the within Writ to Join Additional Defendant
on Zoe Miller

at place of Residence, RD #1 Mahaffey, Pa.

by by handing to her personally

a true and attested copy of the original Writ to Join Additional Defendant and made
known to her the contents thereof.

Costs. Sheriff Reese \$11.90
(Pd. by Atty. Bell)

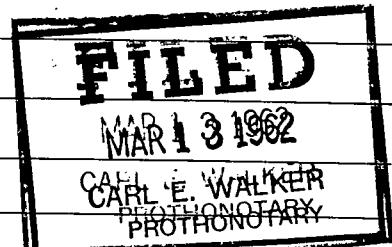
Sworn to before me this 12th

So answers,

day of March A. D. 1962

Carl E. Walker

Prothonotary



James B. Reese

James B. Reese

Sheriff

576 Nov. Term 1961

No. 576 November Term 1961

Eugene Miller

versus

New York Central Railroad Co.

Defendant

Zoe Miller,
Additional Defendant

MEMORANDUM

WRIT TO JOIN ADDITIONAL DEFENDANT

Bell, Silberblatt & Swoope

Attorney

Affidavit of Service

Eugene Miller

vs.

New York Central Railroad and
Add. Def.-Harold Byrom McGee

No. 576 Nov. Term, 1961
Writ to Join Add. Defendant

Returnable within _____ days
from date of service hereof.

NOW March 12 1962 at 10:10 AM o'clock

served the within Writ to Join Additional Defendant
on Harold Byrom McGee
at at place of residence

by handing personally to Marjorie H. McGee an adult member of the family,
a true and attested copy of the original Writ to Join Add. Defendant his wife,
known to her the contents thereof. and made

Costs. \$11.90 Sheriff Reese
(Pd. by Atty. Bell)

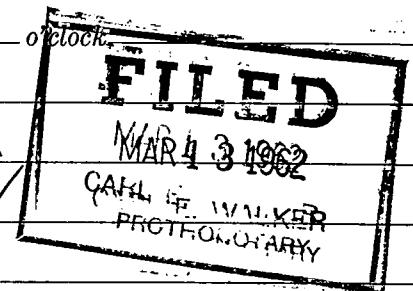
Sworn to before me this 12th
day of March A. D. 1962

Carl E. Walker
Prothonotary

So answers,

James B. Reese
James B. Reese

Sheriff



SEMMONS

WRIT TO JOIN ADDITIONAL DEFENDANT

**Commonwealth of Pennsylvania
County of Clearfield**

To **Harold Myron McGee**

You are notified that New York Central Railroad Company

Defendant
the ~~plaintiff~~, has ~~served on you~~ joined you as an additional defendant
~~against you~~ which you are
required to defend:

Date March 9, 1962

Carl E. Walker
Prothonotary.

No. 576 November Term 1961

Eugene Miller

versus

The New York Central Railroad,
Defendant
Harold Byron McGee,
Additional Defendant

~~SEARCHED~~

WRIT TO JOIN ADDITIONAL DEFENDANT

Bell, Silberblatt & Swoope
Attorney

Affidavit of Service

Eugene Miller

vs.

New York Central Railroad and
Add. Defendant- Jackson(Jack)
Miller

No. 576 Nov. Term, 1961

Writ to Join Additional Defendant

Returnable within _____ days
from date of service hereof.

NOW March 12, 1962 19 9:50AM o'clock

served the within Writ to Join Additional Defendant
on Jackson(Jack) Miller
at place of Residence

by handing personally to Mrs. Marjorie Miller, his wife, an adult member of
family
a true and attested copy of the original Writ to Join Additional Defendant and made
known to her the contents thereof.

Costs. Sheriff Reese \$11.90
(Pd. by Atty. Bell)

Sworn to before me this 18th
day of March A. D. 19 62

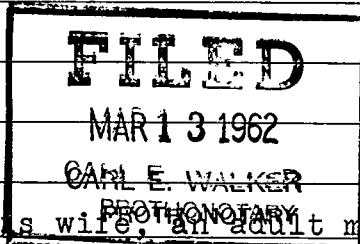
Carl E. Walker

Prothonotary

So answers,

James B. Reese
James B. Reese

Sheriff



~~RECEIVED~~

WRIT TO JOIN ADDITIONAL DEFENDANT

Commonwealth of Pennsylvania
County of Clearfield

To Jackson (Jack) Miller

You are notified that The New York Central Railroad Company

Defendant
the plaintiff, has commenced an action joined you as an additional defendant
against you which you are
required to defend:

Date March 9, 1962

Carl E. Walker
Prothonotary.

No. 576 November Term 19 61

Eugene Miller

versus

The New York Central Railroad
Company Defendant
Jackson (Jack) Miller,
Additional Defendant

~~REMARKS~~

WRIT TO JOIN ADDITIONAL DEFENDANT

Bell, Silberblatt & Swoope
Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER :
VS. : No. 576 November Term, 1962
NEW YORK CENTRAL RAILROAD :
COMPANY, and ZOE MILLER and : IN TRESPASS
JACKSON MILLER, Additional :
Defendants :

MOTION FOR NEW TRIAL

NOW, January 31, 1963, the New York Central Railroad Company, by its attorneys, Bell, Silberblatt & Swoope, moves the Court for new trial in the above entitled case and in support thereof avers the following reasons, which will be supplemented by additional reasons upon the transcribing of the testimony by the official stenographer:

- (1). That the verdict was against the evidence.
- (2). That the verdict was against the law.
- (3). That the verdict was contrary to the charge of the Court.
- (4). That the Court erred in the admission of testimony.
- (5). That the Court erred in the rejection of testimony.
- (6). That the Court erred in the refusal to permit the Defendant to read those paragraphs of New Matter which averred that this was a family enterprise.
- (7). That the Court erred in the refusal of other paragraphs of the Defendant's New Matter.
- (8). That the Court erred in the refusal of the Defendant's Motion for Binding Instructions.
- (9). That the Court erred in affirming Points offered in behalf of the Plaintiff.
- (10). That the Court erred in the rejection of Points submitted by the Defendant.
- (11). That the Court erred in its charge to the jury.

Respectfully submitted,

BELL, SILBERBLATT & SWOOP
By



Attorneys for the New York Central
Railroad Company

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 576 November Term, 1961
IN TRESPASS

EUGENE MILLER

VS.

NEW YORK CENTRAL RAILROAD
COMPANY, and ZOE MILLER and
JACKSON MILLER, Additional
Defendants

MOTION FOR NEW TRIAL

Now Jan 31 1963
Served on Joseph Bell
of Clearfield a copy of
this paper in suit
in suit

J.C. Bell Jr.



BELL, SILBERBLATT & SWOOPPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER :
VS. : No. 576 November Term, 1961
THE NEW YORK CENTRAL RAILROAD COMPANY:
AND :
ZOE MILLER :
JACKSON MILLER : IN TRESPASS
HAROLD BYRON MCGEE,
Additional Defendants :
:

AMENDMENT OF COMPLAINT AGAINST ZOE MILLER

The New York Central Railroad Company, Defendant, desires to amend the Complaint against Zoe Miller, by eliminating paragraphs twenty-nine (29), thirty (30), and thirty-one (31), and adding new paragraphs as follows:

(29). That the New York Central Railroad Company was required to transport said engine from the point of the collision in Bell Township, Clearfield County, to Collinwood, Ohio, a distance of two hundred and fifty-eight (258) miles.

(30). That the cost of such transportation was six (6) cents per mile, or a total of \$15.48, for which sum the New York Central Railroad Company asks that a Judgment be rendered in its favor, and against the said Zoe Miller in this action.

(31). That The New York Central Railroad Company was deprived of the use of said diesel locomotive, for a period of forty-one (41) days from October 20, 1959.

(32). That the amount of loss per day being \$47.043, or a total of \$1928.76, for which sum, the New York Central Railroad Company asks that a verdict be rendered in its favor, and against the said Zoe Miller.

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negligence of the said Zoe Miller, and her employee, the said Jackson Miller, was \$3954.32 for labor and materials, and \$15.48 for transportation, and the sum of \$1928.76 for loss of use, making a total of \$5898.56 for which the New York Central Railroad Company asks that a verdict be rendered in its favor, and against the said Zoe Miller at the trial of this cause.

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WHEREFORE, The New York Central Railroad Company asks that Judgment be rendered in its favor and against the additional defendant, Zoe Miller, in such amount as will secure from all liability in this action.

BELL, SILBERBLATT & SWOOP
By



Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By



Charles E. Bell

STATE OF PENNSYLVANIA:
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES E. BELL, who, being duly sworn according to law, deposes and states that he is Trainmaster for the New York Central Railroad Company, and that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.

Charles E. Bell
Charles E. Bell

Sworn and subscribed to
before me this 31 day
of March , 1962.

Carl E. Walker

PROTHONOTARY

My Commission Expires
1st Monday Jan. 1966

Labor and Material used in repairing Diesel Unit #5640 at Colliewood, O
Diesel Shop on L. O. 118006-59 account Wreck.

sheet 1 of 3

Item	Price	Amount
1 New Sand Box Assembly	NYC # 8144326	# 4463 ea
20 " 1/2" Elasti Kute	1117928	1501 ..
32 " 9/8" " "	1117934	10 ..
26 " 3/4" " "	1117937	119 ..
1 " Steel Plate "12 57 3/4 X 12 1 7/8	1514253	13 28 ..
3 " " "	1514253	13 277 ..
1 " Elbow	8083627	18 37 ..
2 " Housing	8097414	1 515 ..
5 " Grab Iron	8124382	3 332 ..
1 " " "	8124382	3 33 ..
4 Bracket	8144275	1 89 ..
2 " Weatherstrip	8146436	1 06 ..
1 " Grab Iron	8146679	20 92 ..
1 " Hand Rail	8146680	4 41 ..
6 " Side Rail	8146713	7 448 ..
1 " Hand Rail	8146249	5 20 ..
1 " Box Assembly	8156642	40 67 ..
1 S.H. Air Compressor	8186227	261 27 ..
1 NEW Brake Assembly	8194043	122 49 ..
2 " Housing PN-A99-2000	2514746	1 31 ..
6 " Handle	8031902	1767 ..
6 " "	8031902	1767 ..
1 " Handhold	8141322	22 05 ..
5 " Support	8144274	11 368 ..
6 " Support	8144274	11 368 ..
1 " Grab Iron	8146678	22 44 ..
6 " Slide	8146733	1 2125 ..
6 " Gear Assembly	8149922	4 607 ..
6 " Gear Assembly	8104552	3 48 ..
25 " Hex Head Bolts 9/8" X 2"	4543734	08 ..
4 " Sand Tape #256	2312349	7 885 ..
1 " #6 white bottom Duct 60" wide	2416764	192 ..

continued on sheet #2

Labor and Material used in repairing Diesel Unit #5640 at Collinwood, Ohio
Diesel Shop on L.O. 118006-59 account Wreck

Sheet 2 of 3

Item	Price	Amount
92 New Bottles $\frac{1}{16}'' \times 12''$	NYC # 8129472	\$ 029 ea
36 " Nuts	8135324	07 "
1 " Handrail	8147991	22 05 "
1 " Box Assembly	8152421	44 49 "
1 " Manifold Filter	8152431	28 12 "
1 " Manifold Filter	8152432	19 60 "
3 Gal. Gray Lacquer	4717158	4 44 gal
3 " White Lacquer	4717134	4.553 "
9 " Black Lacquer	4717140	3 73 "
2 " Black Enamel	4706783	3 565 "
1 " Gray Enamel	4706855	425 "
3 " Surpase	4729259	3 533 "
3 " Thinner	4729789	823 "
15 " Thinner	4729816	1.66 "
1 New Handrail	8147990	22 05 ea
2 Gal Black Enamel	4706783	3.565 gal
3 " Gray Enamel	4706855	4.247 "
1 " Green Enamel	4706867	434 "
4 " Surpase	4729259	3 535 "
3 " Thinner	4729789	823 "
16 " Thinner	4729816	1.66 "
3 " White Lacquer	4717134	4.553 ..
10 " Black Lacquer	4717140	3.732 ..
3 " Gray Lacquer	4717158	4.44 "
1 "	9920169	1.71 ea
4 "	9920167	78 "
1 "	9920170	254 "
4 "	9920166	02 ..
2 "	9920171	10 29 ..
1 "	9920174	78 "
1 "	9920175	78 "
2 "	9920172	499 ..

MATERIAL CONTINUED ON SHEET 3, TOTAL \$ 1350.73

Labor and Material used in repairing Diesel Unit #5640 at Collinwood Ohio
Diesel Shop on Lot Order 118006-59 account Wreck

sheet 3 of 3

Labor	\$ 1371.99
Plus 15%	1028.99
	\$ 2400.98

Material	\$ 1350.73
Plus 15%	202.61
	\$ 1553.34

Total Labor and Material	\$ 3954.32
--------------------------	------------

Prepared in office of
District Auditor of Expenditures
Detroit Michigan
May 27, 1960
File 039.000

To Mr. G. L. Zeider
Dupé Diesel Shop
Collinwood Ohio

your file 40.4 OE X 5640

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 576 NOVEMBER TERM, 1961
IN TRESPASS

EUGENE MILLER

VS.

THE NEW YORK CENTRAL RAIL-
ROAD COMPANY, AND
ZOE MILLER
JACKSON MILLER
HAROLD BYRON MCGEE
Additional Defendants

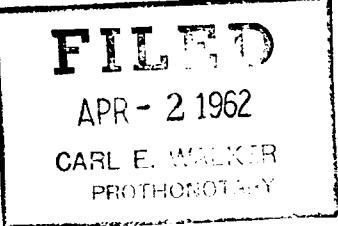
A MENDMENT OF COMPLAINT
AGAINST ZOE MILLER

TO WITHIN NAMED DEFENDANT

You are hereby required to
file an affidavit of defense
to the within Amended Com-
plaint within 20 days after
the date of service thereof.

BELL, SILBERBLATT & SWOOPE
By

J. M. Bell
Attorney for the Defendant



BELL, SILBERBLATT & SWOOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

Service accepted 4-4-62
Joseph J. Bell
Atty for Eugene Miller
Zoe Miller
Jackson Miller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER :
VS. : No. 576 November Term, 1961
THE NEW YORK CENTRAL RAILROAD : IN TRESPASS
COMPANY, Defendant :
HAROLD BYRON McGEE, Additional :
Defendant :

PRELIMINARY OBJECTIONS
IN BEHALF OF HAROLD
BYRON McGEE

Harold Byron McGee, additional defendant, appears and objects preliminarily averring the following reasons:

1. The original defendant has averred no cause of action against the additional defendant, Harold Byron McGee for the following reasons:

- (a) The Complaint affirmatively shows that the railroad and the operation of the train thereon was entirely within the control of the New York Central Railroad Company
- (b) The Complaint affirmatively shows that the operation of the truck was entirely within the control of the Plaintiff, Eugene Miller
- (c) That the clause taken from the deed to the railroad as averred in paragraph 7 of the Complaint served on additional defendant affirmatively shows no assumption of liability for crossing accidents by the grantor of that deed or those claiming under him.
- (d) That the said paragraph 7 amounts to only a waiver by the original grantor to the railroad company and by his heirs and executors so long as the same should continue owner.
- (e) That the Complaint served upon the additional

defendant fails to aver that the additional defendant's title comes to him as an heir, executor or administrator of the original grantor.

(f) The Complaint served on the original defendant fails to aver facts establishing that the additional defendant is a grandson or heir of H. H. McGee, but merely avers a conclusion and is therefore insufficient to sustain the conclusion averred.

WHEREFORE, the additional defendant, Harold Byron McGee, moves the Court for the entry of judgment in his favor.

Lawrence P. Thomas
ATTORNEY FOR HAROLD BYRON
McGEE, ADDITIONAL DEFENDANT

Ho...
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 576 November Term, 1961
IN TRESPASS

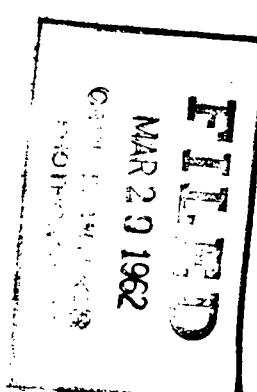
RECEIVED
MARCH 20 1962
BY HAROLD BYRON MCGEE
TO HARRISBURG 2961 R. MCGEE

EUGENE MILLER

VS.

THE NEW YORK CENTRAL RAILROAD
COMPANY, Defendant, HAROLD
BYRON MCGEE, Additional
Defendant

PRELIMINARY OBJECTIONS IN
BEHALF OF HAROLD BYRON MCGEE



LAW OFFICES
CLARENCE R. KRAMER
CLEARFIELD, PA.
217 MARKET STREET

Eugene Muller
VERSUS
W. J. S. P. R. Co.

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

No. 576 Term November 1961

To Carl E. Walker

Prothonotary.

Sir: Enter _____ appearance for Plaintiff preliminary exception
of Harold Bryan McFee on judgment of

in above case.

Glennce of Shamer

Attorney for Harold Bryan McFee

No. 576 Term Nov. 1961

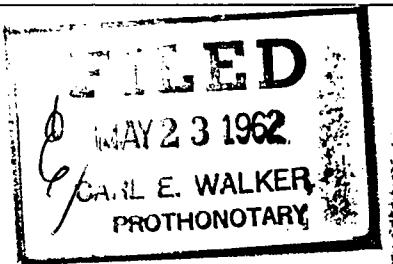
Eugene Miller

vs.

N.Y. C. P.R. Co.

Practise to place
on Argument List
~~APPEARANCE~~

For _____



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

THE NEW YORK CENTRAL RAILROAD
COMPANY AND ZOE MILLER, JACKSON:
MILLER, HAROLD BYRON McGEE,
ADDITIONAL DEFENDANTS

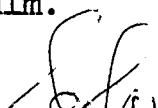
No. 576 November Term, 1961

IN TRESPASS

PRELIMINARY OBJECTIONS
TO AMENDED COMPLAINT

NOW, April 21st, 1962, the Preliminary Objections heretofore entered to the original complaint in behalf of Harold Byron McGee are renewed as to the amended complaint.

WHEREFORE, Harold Byron McGee moves the Court that the proceedings be dismissed as for him.



Charles P. Hance
Attorney for Harold Byron
McGee

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

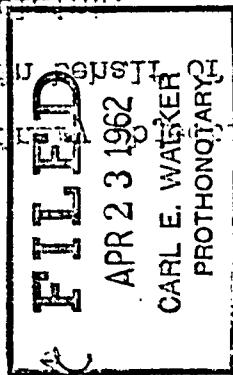
No. 576 November Term, 1961

IN TRESPASS

Joe Lee - Judge Bell

EUGENE MILLER
VS.
THE NEW YORK CENTRAL RAILROAD
COMPANY AND ZOE MILLER, JACKSON
MILLER, HAROLD BYRON MCGEE,
ADDITIONAL DEFENDANTS

PRELIMINARY OBJECTIONS
TO AMENDED COMPLAINT



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

*Bill Sublette - Lawyer
at my door
Dear John*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

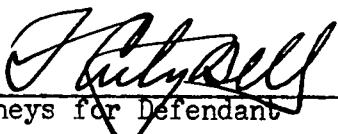
EUGENE MILLER :
VS. : No. 576 November Term, 1961
THE NEW YORK CENTRAL RAILROAD : IN TRESPASS
COMPANY :
:

TO: Carl E. Walker, Prothonotary,

Sir:

Issue writ to join Jackson (Jack) Miller of Mahaffey R. D.,
Pennsylvania as an Additional Defendant to the claim of Eugene Miller and also
to the Counter-Claim of The New York Central Railroad Company.

BELL, SILBERBLATT & SWOOP
By



Attorneys for Defendant

COMPLAINT AGAINST ADDITIONAL DEFENDANT

NOW, comes The New York Central Railroad Company, by its attorneys,
Bell, Silberblatt & Swoope, and files this Complaint against Jackson (Jack)
Miller in the manner and form following:

- (1). That the Plaintiff in the above entitled action is an individual residing in Mahaffey R. D., Clearfield County, Pennsylvania.
- (2). That The New York Central Railroad Company is a corporation engaged as a common carrier of goods in intrastate and interstate commerce and maintains facilities in Bell Township, Clearfield County, Pennsylvania.
- (3). That the Plaintiff, Eugene Miller, filed an action In Trespass against The New York Central Railroad Company for injuries to a truck on or about October 20, 1959 as a result of a collision with a train of The New York Central Railroad Company, operating on a tract of land in Bell Township, Clearfield County, Pennsylvania, owned by Harold Byron McGee.

(4). That Harold Byron McGee and Zoe Miller, Additional Defendants, had entered into a contract for the sale of timber in September or October of 1959, said agreement not being recorded.

(5). That Harold Byron McGee is the grandson and heir of H. H. McGee, who, by a Deed dated October 21, 1895 and recorded in Clearfield County in Deed Book 88, at Page 548 for a consideration of One Thousand (\$1000.00) Dollars, granted to the Pittsburgh and Eastern Railroad Company a right-of-way containing 6.769 acres.

(6). That The New York Central Railroad Company is the successor to the Pittsburgh and Eastern Railroad Company and has the right to maintain tracks through the property of Harold Byron McGee, said Deed providing for the establishment of a crossing over the tracks at a location to be selected by the Grantors in said Deed.

(7). That said Deed also contained the following provision:

"And the said parties of the first part for themselves, their heirs, executors and administrators for the consideration aforesaid do hereby remise, release and forever discharge the Pittsburgh and Eastern Railroad Company, its contractors, servants, agents, employees, successors and assigns of and from any and all actions, cause of actions, suits, debts, injury, damage and claims of any and all description which they or either of them, now have, or which they or either of them, their or either of their heirs, executors and administrators hereafter shall, or may have, for, upon or by reason of the location and construction of a railroad through, over, along and across the above described land".

(8). That said Deed was recorded in Clearfield County on October 21, 1895 in the Office of the Recorder of Deeds in and for said county.

(9). That the Deed referred to in the two foregoing paragraphs was recorded and available to the said Jackson Miller prior to the 20th day of October, 1959.

(10). That the crossing, at which the collision occurred referred to in the suit of Eugene Miller against The New York Central Railroad Company,

was not on a public road or a private road, but a farm crossing.

(11). That Pennsylvania Highway Route #219, a Pennsylvania State Highway, runs through or adjoining the property of Harold Byron McGee.

(12). That there existed also on the property of Harold Byron McGee a private road with an over-head bridge over the track of The New York Central Railroad Company, which private road with the over-head bridge, was located within a few hundred feet of the farm crossing.

(13). That the said Jackson Miller, in hauling the timber for Zoe Miller cut on the property of Harold Byron McGee, was accustomed to using the farm crossing and not the over-head crossing, because of the weight of the logs on the truck he was operating.

(14). That the farm crossing was seldom used and was only permitted to remain because of a request of the land owners, but the load limit existing on the over-head bridge would not permit certain excesses of weights, and the crossing, at which the collision occurred on October 20, 1959, was only used occasionally when a load of excessive weight was required to be moved across the railroad tracks too heavy for the over-head bridge.

(15). That as a result of the lack of use, the land owners had permitted said road to become grownup, to such an extent that the brush, trees and other foliage existed on October 20, 1959 to such indensity that there was little view of anyone traveling through the woods on this farm road until the right-of-way of The New York Central Railroad Company was reached.

(16). That the farm crossing referred to in the suit of Eugene Miller to the aforesaid number and term exists on a curve, so that the view of the users of The New York Central Railroad for a train in a westerly direction was limited to approximately one hundred (100) feet.

(17). That Jackson Miller gave no notice to The New York Central Railroad Company of his intention to drive across the right-of-way of said company.

(18). That on the afternoon of the 20th day of October, 1959, Jackson Miller was operating a truck registered in the name of his brother,

Eugene Miller, hauling logs for his mother, Zoe Miller, to and over said farm crossing.

(19). That on said date and time, The New York Central Railroad Company was operating a train consisting of two diesel locomotives, eighteen cars and a caboose in a westerly direction and had given an audible warning of the approach of said train which was for a crossing which existed a short distance to the northeast of this farm crossing, which signal, both bell and whistle, were heard by the men working in the woods a short distance from the location of the farm crossing.

(20). That Jackson Miller was operating said truck with the cab door closed.

(21). That the said Jackson Miller was operating an International Truck with a load of logs, which proceeded out of the woods onto the crossing; said International Truck being registered for a gross weight of 47,000 pounds and having license No. ZZ 305 G.

(22). That Jackson Miller was by himself on the 20th day of October, 1959.

(23). That on said 20th day of October, 1959, he had driven loaded trucks of logs over said crossing previously and was acquainted with the nature thereof.

(24). That the load carried by the said Jackson Miller was in excess of the 6 ton limit of the truck.

(25). That on the 20th day of October, 1959, Jackson Miller was traveling in low gear over the crossing and had proceeded across the crossing to the extent that his rear wheels were on the tracks at the time the train came into view.

(26). That the weather was fair and clear on the 20th day of October, 1959.

(27). That Eugene Miller has filed an action against The New York Central Railroad Company for damages to his truck in the amount of Six Thousand Five Hundred (\$6500.00) Dollars, for which sum the Additional

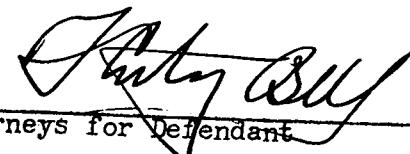
Defendant's employee, Jackson Miller, was solely liable to the said Eugene Miller for the amount of said damages or jointly liable with The New York Central Railroad Company for any sum that may be due, for the following reasons:

- a. That the said Jackson Miller drove said truck out of the wooded section onto the right-of-way of The New York Central Railroad Company without exercising due consideration for the use of said right-of-way by The New York Central Railroad Company or the approach of trains thereon.
- b. That the said Jackson Miller attempted to cross the right-of-way of The New York Central Railroad Company on a curve where the view for a train approaching from the east towards the west was limited.
- c. That the said Jackson Miller continued across the right-of-way of The New York Central Railroad Company at a rate of speed at which he knew he could not clear the highway after a train would come into view coming westward on said track.
- d. That the said Jackson Miller knew, or should have known, that it would be impossible to stop a train traveling at a normal rate of speed if the brakes were applied when the crossing came into view, before said train would reach the crossing.
- e. That the said Jackson Miller failed to exercise due care in his operation of the motor vehicle of Eugene Miller on the 20th day of October, 1959.

(28). That this Additional Defendant is liable to Eugene Miller for any damages sustained by him and liable to The New York Central Railroad Company for its loss and damages, or this Additional Defendant is jointly liable with The New York Central Railroad Company for any damages sustained by Eugene Miller, if any.

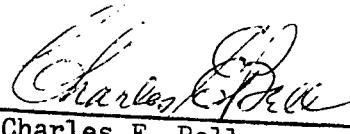
WHEREFORE, the Defendant asks that a Judgment be rendered in its favor and against the Additional Defendant, Jackson (Jack) Miller, in the amount of such sum that will secure it from all liability in this action.

BELL, SILBERBLATT & SWOOP
By



Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By



Charles E. Bell

STATE OF PENNSYLVANIA : SS:
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES E. BELL, who, being duly sworn according to law, deposes and states that he is Trainmaster for The New York Central Railroad Company, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Charles E. Bell
Charles E. Bell

Sworn and subscribed to
before me this 7th day
of March , 1962.

Carl E. Walker

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1966

Labor and Material used in repairing Diesel Unit #5640 at Collinwood, L
Diesel Shop on L. O. 118006-59 account Wreck

sheet 1 of 3

Item	Price	Amount
1 New Hand Box Assembly	NYC # 8144326	\$ 44.63 ea
20 " $\frac{1}{2}$ " Electric Nut	1117928	0.501 .. 1.02
32 " $\frac{9}{16}$ " " "	1117934	.10 " 3.20
26 " $\frac{3}{4}$ " " "	1117937	.119 " 3.09
1 " Steel Plate "12 57 $\frac{3}{4}$ " x 12 7 $\frac{1}{8}$	1514253	13.28 " 13.28
3 " " "	1514253	13.277 .. 39.83
1 " Elbow	8083627	18.37 .. 18.37
2 " Housing	8097414	1.515 .. 3.03
5 " Grab Iron	8124382	3.332 .. 16.66
1 " " "	8124382	3.33 .. 3.33
4 " Bracket	8144275	1.89 .. 7.56
2 " Weatherstrip	8146436	1.06 .. 2.12
1 " Grab Iron	8146679	20.92 .. 20.92
2 " Hand Rail	8146680	4.41 .. 8.82
6 " Side Rail	8146713	7.448 .. 44.69
1 " Hand Rail	8148249	5.20 .. 5.20
1 " Box Assembly	8156642	40.67 .. 40.67
1 S.H. Air Compressor	8186227	261.27 .. 261.27
1 NEW Brake Assembly	8194043	122.49 .. 122.49
2 " Housing PN-AAA-2000	2514746	1.31 .. 2.62
6 " Handle	8031902	1767 .. 1.06
6 " " "	8031902	1767 .. 1.06
1 " Handhold	8141322	22.05 .. 22.05
5 " Support	8144274	11.368 .. 56.84
6 " Support	8144274	11.368 .. 68.21
1 " Grab Iron	8146678	22.44 .. 22.44
6 " Slide	8146733	1.2125 .. 9.70
6 " Tread Assembly	8149922	4.607 .. 27.64
6 " Tread Assembly	8104552	3.48 .. 20.87
25 " Hex Head Bolts $\frac{9}{16}$ " x 2 "	4543734	.08 .. 1.98
4 " Hand Trap "256	2312349	7.885 .. 31.54
1 " 6 white bottom deck 60" wide	2416764	1.92 .. 1.92

Labor and Material used in repairing Diesel Unit #5640 at Collinwood, Ohio
Diesel shop on L.O. 118006-59 account Wreck

Sheet 2 of 3

Item	Price	Amount
92 new Bolts 5/16" x 1 1/2"	NYC # 8129472	\$ 029 ea 2.67
36 " Nuts	8135324	07 " 2.52
1 " Handrail	8147991	22.05 "
1 " Box Assembly	8152421	44.49 "
1 " Manifold Filter	8152431	28.12 "
1 " Manifold Filter	8152432	19.60 "
3 gal. Gray Lacquer	4717158	4.44 gal 13.31
3 " White Lacquer	4717134	4.553 " 13.66
9 " Black Lacquer	4717140	3.73 " 33.59
2 " Black Enamel	4706783	3.565 " 7.13
1 " Gray Enamel	4706855	4.25 "
3 " Surfacer	4729259	3.533 " 10.60
3 " Thinner	4729789	823 " 2.47
15 " Thinner	4729816	1.66 " 24.89
1 new Handrail	8147990	22.05 ea 22.05
2 Gal Black Enamel	4706783	3.565 gal 7.13
3 " Gray Enamel	4706855	4.247 "
1 " Green Enamel	4706867	4.34 "
4 " Surfacer	4729259	3.535 "
3 " Thinner	4729789	823 " 2.47
16 " Thinner	4729816	1.66 " 26.54
3 " White Lacquer	4717134	4.553 " 13.66
10 " Black Lacquer	4717140	3.732 " 37.32
3 " Gray Lacquer	4717158	4.44 " 13.31
1 "	9920169	1.71 ea 1.71
4 "	9920167	.78 " 3.13
1 "	9920170	2.54 " 2.54
4 "	9920166	.02 " .07
2 "	9920171	10.29 "
1 "	9920174	.78 " .78
1 "	9920175	.78 " .78
2 "	9920172	.499 " .998

MATERIAL CONTINUED ON SHEET 3, TOTAL \$ 1350.73

Labor and Material used in repairing Diesel Unit #5640 at Collinwood Ohio
Diesel Shop on Lot Order 118006-59 account Wreck

sheet 3 of 3

Labor	\$ 1371.99
Plus 15%	102.89
	\$ 1400.98

Material	\$ 1350.73
Plus 15%	202.61
	\$ 1553.34

Total Labor and Material	\$ 3954.32
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Prepared in office of
District Auditor of Expenditures
Detroit Michigan

May 27, 1960
File 037.000

To Mr. S. L. Zeider
Dept Diesel Shop
Collinwood Ohio

your file 40.4 OE X 5640

Defendant's Exhibit "A"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 576 November Term, 1961
IN TRESPASS

EUGENE MILLER

51

THE NEW YORK CENTRAL RAILROAD
COMPANY & ZOE MILLER, JACKSON
(JACK) MILLER and HAROLD BYRON
MCGEE, Additional Defendants

**COMPLAINT AGAINST ADDITIONAL
RENTING AVM**

DEFENDANT

To the within named Additional Defendant:

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

BELL, SILBERBLATT & SWOPE
By

Attestation for Defendant	
I, T. J. T., do hereby certify that I am the defendant in the above cause, and that the foregoing is true to the best of my knowledge and belief.	
T. J. T.	
MARCH 8, 1962	
CARL E. WALKER PROTHORONARY BIRMINGHAM, ALABAMA	

ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER :
VS. :
NEW YORK CENTRAL RAILROAD : No. 576 November Term, 1961
COMPANY :
IN TRESPASS

P R A E C I P E

To Carl E. Walker, Prothonotary;

Sir:

NOW, March 11, 1963, having received check in the amount of \$2,632.50, payable to Eugene Miller and Joseph J. Lee, Attorney, the Prothonotary is directed to enter satisfaction of the above entitled Judgment upon payment of the costs. *by defendant*

*Joseph J. Lee
Atty for Eugene Miller
BELL, SIEBERBLATT & SWOOP
-By-*

*F. Cortez Bell,
Attorneys for Defendant*

DOCKET No. 175

Eugene Miller

VERSUS

New York Central Railroad Company

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

No. 576 November Term, 1963

Debt \$

Interest

Judg't Entered

Joseph J. Lee
Inc. Wit. bill

\$68.64
56.74

\$ 68.64

68.64

Bell, Silberblatt &
Swope
Inc. Wit. bill

209.90
174.20

209.90

43.70

Prothonotary

\$ 30.00

30.00

30.00

\$308.54

142.34

6864

Check 1 42.34.

\$166.20 was deducted from the witness bill
by New York Central Railroad as they
took care of these direct

26th
Certified from the records this

March
day of , A. D. 1963

Prothonotary

COSTS MUST BE PAID PROMPTLY

No. 276 Petition Term, 1963

BUCK MILLER

VERSUS

NEW YORK CENTRAL RAILROAD

CORPORATION

STATEMENT

EUGENE MILLER

Versus

NEW YORK CENTRAL RAILROAD COMPANY ✓

In the Court of Common Pleas
Clearfield County, Pennsylvania

No. **576 Nov.** Term, 19 **61**

CERTIFICATE OF DISCONTINUANCE

Commonwealth of Pennsylvania }
County of Clearfield } SS

I, **Carl E. Walker**, 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 **1st** day of **April** A. D. 19 **63** marked settled, and discontinued
AND SATISPIED.

Record costs in the sum of **\$142.34** have been paid in full by
New York Central Railroad.

In Witness Whereof, I have hereunto affixed my hand and seal of this Court at Clearfield,
Clearfield County, Pennsylvania, this **1st** day of **April** A. D. 19 **63**.

.....
Prothonotary

Sats on Docket
Satisfy on Both Indexes

A. D. No.

Term, 19.....

Attorney

CERTIFICATE of DISCONTINUANCE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

No. 576 November Term, 1961

THE NEW YORK CENTRAL RAILROAD COMPANY:

AND

ZOE MILLER

JACKSON MILLER

HAROLD BYRON MCGEE,

Additional Defendants

IN TRESPASS

AMENDMENT OF COMPLAINT AGAINST JACKSON MILLER

The New York Central Railroad Company, Defendant, desires to amend the Complaint against Jackson Miller, by eliminating paragraph twenty-eight (28), and adding new paragraphs as follows:

(28). By reason of the careless, negligent manner by which the said Jackson Miller operated the motor vehicle, the diesel engine of The New York Central Railroad Company, was damaged to such an extent that it could not be used, and had to be transported to Collinwood, Ohio for repairs.

(29). That the New York Central Railroad Company was deprived of the use of said diesel engine from the date of the accident, October 20, 1959 for a period of forty-one (41) days. The loss per day amounting to \$47.043. The total damages for loss of use for the forty-one (41) days amounting to \$1928.76 for which sum the New York Central Railroad Company asks that Judgment be rendered in its favor, and against Jackson Miller for the loss of use of said engine as herein set out.

(30). That in addition thereto, that it was necessary to transport said damaged engine from the place where it was injured in Bell Township, Clearfield County to Collinwood, Ohio, a distance of two hundred and fifty-eight (258) miles. The expense of such transportation amounting to six (6) cents per mile, or a total of \$15.48 for which sum, The New York Central Railroad Company asks that a Judgment be rendered in its favor, and a-

against Jackson Miller, at the trial of this cause.

(31). That the cost of the repairs made at the Collinwood Diesel Locomotive Shop, totaling \$3,954.32 for labor and materials as shown in an itemized statement attached hereto, marked Defendants Exhibit "A" and made part hereof.

(32). That the loss of use of said diesel engine, and the cost of having it repaired, was caused by the negligent manner in which the said Jackson Miller operated his motor vehicle, and the said Jackson Miller is liable to the New York Central Railroad Company for the money expended by them, being the transportation charges, the loss of use, and the cost of repairs, totaling the sum of \$5898.56 for which sum The New York Central Railroad Company asks that a verdict be rendered in its favor, and against the said Jackson Miller, at the trial of this case.

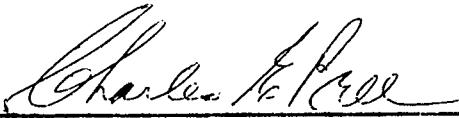
(33). That the said Jackson Miller is solely liable for the damages sustained by Eugene Miller, or is jointly liable with the New York Central Railroad for any damages sustained by the said Eugene Miller.

WHEREFORE, The New York Central Railroad Company, prays that a Judgment be rendered on its Counter-Claim against the said Jackson Miller, and that the liability, if any, on the claim of Eugene Miller, be determined at the trial of this cause.

BELL, SILBERBLATT & SWOOPPE
By


Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By


Charles E. Bell

STATE OF PENNSYLVANIA:
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES E. BELL, who, being duly sworn according to law, deposes and states that he is Trainmaster for the New York Central Railroad Company, and that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.

Charles E. Bell

Charles E. Bell

Sworn and subscribed to
before me this 31 day
of March , 1962.

Carl E. Walker

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1966

Labor and Material used in repairing Diesel Unit #5640 at Collinwood Diesel Shop on L.O. 118006-59 account Wreck

sheet 1 of 3

Item	Price	Amount
1 New Hand Box Assembly	NYC # 8144326 # 4463 ea	\$ 4463
20 " 1/2" Electric Nut	1117928 0501 "	102
32 " 9/8" " "	1117934 .10 "	320
26 " 3/4" " "	1117937 .119 "	309
1 " Steel Plate "12 57 3/4 X 12 1/8	1514253 13.28 "	1328
3 " " "	1514253 13.277 "	3983
1 " Elbow	8083627 1837 "	1837
2 " Housing	8097414 1.515 "	303
5 " Grab Iron	8124382 3.332 "	1666
1 " " "	8124382 3.33 "	333
4 " Bracket	8144275 1.89 "	756
2 " Weatherstrip	8146436 1.06 "	212
1 " Grab Iron	8146679 20.92 "	2092
2 " Hand Rail	8146680 4.41 "	882
6 " Side Rail	8146713 7.448 "	4469
1 " Hand Rail	8148249 5.20 "	520
1 " Box Assembly	8156642 40.67 "	4067
1 S.H. Air Compressor	8186227 261.27 "	26127
1 NEW Brake Assembly	8194043 122.49 "	12249
2 " Housing PN-ARR-2000	2514746 1.31 "	262
6 " Handle	8031902 1767 "	106
6 " "	8031902 1767 "	106
1 " Handhold	8141322 22.05 "	2205
5 " Support	8144274 11.368 "	5684
6 " Support	8144274 11.368 "	6821
1 " Grab Iron	8146678 22.44 "	2244
6 " Slide	8146733 1.2125 "	970
6 " Tread Assembly	8149922 4.607 "	2764
6 " Tread Assembly	8104552 3.48 "	2087
25 " Hex Head Bolts 9/8" X 2"	4543734 .08 "	198
4 " Hand Taps #256	2312349 7.885 "	3154
1 " 6 white bottom Duck 60" wide	2416764 1.92 "	192

continued on sheet #2

Labor and Material used in repairing Diesel Unit #5640 at Collinwood, Ohio
Diesel shop on L.O. 118006-59 account Wreck

Sheet 2 of 3

Item	Price	amount
92 New Botts 5 ¹ / ₂ " x 12"	NYC # 8129472	\$ 029 ea 2.67
36 " Nuts	8135324	.07 " 2.52
1 " Handrail	8147991	22.05 " 22.05
1 " Gyr Assembly	8152421	44.49 " 44.49
1 " Manifold Filter	8152431	28.12 " 28.12
1 " Manifold Filter	8152432	19.60 " 19.60
3 Gal. Grey Lacquer	4717158	4.44 gal 13.31
3 " White Lacquer	4717134	4.553 " 13.66
9 " Black Lacquer	4717140	3.73 " 33.59
2 " Black Enamel	4706783	3.565 " 7.13
1 " Grey Enamel	4706855	4.25 " 4.25
3 " Surfaer	4729259	3.533 " 10.60
3 " Thinner	4729789	823 " 2.47
15 " Thinner	4729816	1.66 " 24.89
1 new Handrail	8147990	22.05 ea 22.05
2 Gal Black Enamel	4706783	3.565 gal 7.13
3 " Grey Enamel	4706855	4.247 " 12.74
1 " Green Enamel	4706867	4.34 " 4.34
4 " Surfaer	4729259	3.535 " 14.14
3 " Thinner	4729789	823 " 2.47
16 " Thinner	4729816	1.66 " 26.54
3 " White Lacquer	4717134	4.553 " 13.66
10 " Black Lacquer	4717140	3.732 " 37.32
3 " Grey Lacquer	4717158	4.44 " 13.31
1 "	9920169	1.71 ea 1.71
4 "	9920167	.78 " 3.13
1 "	9920170	2.54 " 2.54
4 "	9920166	.02 " .07
2 "	9920171	10.29 " 20.58
1 "	9920174	.78 " .78
1 "	9920175	.78 " .78
2 "	9920172	4.99 " 9.98

Labor and Material used in repairing Diesel Unit #5640 at Collinwood Ohio
Diesel Shop on Lot Order 118006-59 account Wreck

sheet 3 of 3

Labor	\$ 1371.99
Plus 15%	1028.99
	\$ 2400.98

Material	\$ 1350.73
Plus 15%	202.61
	\$ 1553.34

Total Labor and Material	\$ 3954.32
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Prepared in office of
District Auditor of Expenditures
Detroit Michigan
May 27, 1960
File 039,000

To Mr. G. L. Zeider
Sup't Diesel Shop
Collinwood Ohio

your file 40.4 OE X 5640

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 576 NOVEMBER TERM, 1961
IN TRESPASS

EUGENE MILLER

VS.

THE NEW YORK CENTRAL RAIL-
ROAD COMPANY, AND

ZOE MILLER
JACKSON MILLER
HAROLD BYRON MC GEE
Additional Defendants

A MENDMENT OF COMPLAINT
AGAINST JACKSON MILLER

TO WITHIN NAMED DEFENDANT

You are hereby required to
file an affidavit of defense
to the within Amended Com-
plaint within 20 days after
the date of service thereof.

BELL, SILBERBLATT & SWOOP
By

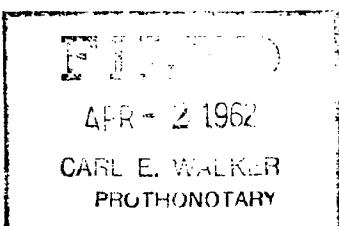
J. E. Walker
Attorney for the Defendant

BELL, SILBERBLATT & SWOOP
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

April 2, 1962

Service accepted and copy left at the
office this day.

Joseph J. Lee
Atty for Eugene Miller
Zoe Miller
Jackson Miller



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

No. 576 November Term, 1961

THE NEW YORK CENTRAL RAILROAD COMPANY:
AND
ZOE MILLER
JACKSON MILLER
HAROLD BYRON MCGEE,
Additional Defendants

IN TRESPASS

AMENDMENT OF COMPLAINT AGAINST HAROLD BYRON MCGEE

The New York Central Railroad Company, Defendant, desires to amend the Complaint against Harold Byron McGee, in the following respects, by adding additional paragraphs as follows:

(27). Eugene Miller has filed a cause of action against the New York Central Railroad Company for damages to his truck in the amount of \$6,500.00 for injuries sustained while said truck was operated by his brother, Jackson Miller on business of his mother, Zoe Miller.

(28). That the New York Central Railroad Company's engine was damaged, and as a result of such damages, it was necessary that the same be transported to the railroad repair shop in Collinwood, Ohio.

(29). That the cost of transportation from the point of the injury in Bell Township to Collinwood, Ohio is a distance of two hundred and fifty-eight (258) miles, at six (6) cents a mile, for a total of \$15.48, for which sum, The New York Central Railroad Company asks that a Judgment be rendered in its favor and against Harold Byron McGee in this action.

(30). That the cost of the repairs made at the Collinwood Diesel Repair Shop totaled \$3954.32 for labor and materials, for which sum, The New York Central Railroad Company requests that a judgment be rendered in its favor and against Harold Byron McGee at the trial of this action. An itemized statement of said costs of labor and materials being attached hereto, marked Defendants Exhibit "A", and made a part hereof.

(31). That The New York Central Railroad was deprived of of the use of said engine for a period of forty-one days (41) from the date of the accident on October 20, 1959. The amount of said loss amounting to \$47.043 per day, which for a total of forty-one days (41) amounts to \$1928.76.

(32). That The New York Central Railroad Company could have used said engine and was deprived of its use of said period of forty-one (41) days and respectfully asks that a verdict in its favor and against Harold Byron McGee for the amount of said loss as set forth in the previous paragraph.

(33). That Harold Byron McGee is liable to the New York Central Railroad Company for the cost of repairs in the amount of \$3954.32 for the loss of use of said engine in the amount of \$1,928.76 and for the transportation charges in the amount of \$15.48, making a total amount of \$5898.56 with interest on said amount December 1, 1959.

(34). That this additional Defendant is liable to Eugene Miller for any damages sustained by him and liable over to The New York Central Railroad Company for any sum that may be recovered by the said Eugene Miller, or jointly liable with the New York Central Railroad Company for any damages recovered by the said Eugene Miller, or for the loss sustained by the New York Central Railroad Company as set out herein.

WHEREFORE, the Defendant asks that a Judgment be rendered in its favor and against the Additional Defendant, Harold Byron McGee in such amount as will secure it from liability, and compensate it for any loss sustained in the accident of October 20, 1959.

BELL, SILBERBLATT & SWOOPES
By



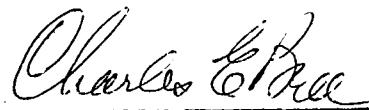
Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By


Charles E. Bell

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared CHARLES E. BELL, who, being duly sworn according to law, deposes and states that he is Trainmaster for the New York Central Railroad Company, and that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.


Charles E. Bell

Sworn and subscribed to
before me this 31 day
of March , 1962.

Carl E. Walker
PROTHONOTARY
My Commission Expired
1st Monday Jan. 1964

Labor and Material used in repairing Diesel Unit # 5640 at Collinwood, O
Diesel Shop on L. O. 118006-59 account Wreck

sheet 1 of 3

Item	Price	Amount
1 New Hand Box Assembly	NYC # 8144326 # 4463 ea	\$ 4463
20 " 1/2" Elastic Tape	1117928 1501 ..	102
32 " 9/8" " "	1117934 10 ..	320
26 " 3/4" " "	1117937 119 ..	309
1 " Steel Plate # 12 57 3/4 x 12 1/8	1514253 1328 ..	1328
3 " " "	1514253 13277 ..	3983
1 " Elbow	8083627 1837 ..	1837
2 " Housing	8097414 1515 ..	303
5 " Grab Iron	8124382 3332 ..	1666
1 " " "	8124382 333 ..	333
4 " Bracket	8144275 189 ..	756
2 " Weatherstrip	8146436 166 ..	212
1 " Grab Iron	8146679 2172 ..	2072
2 " Hand Rail	8146680 441 ..	882
6 " Side Rail	8146713 7448 ..	4469
1 " Hand Rail	8148249 520 ..	520
1 " Box Assembly	8156642 4067 ..	4067
1 S.H. Air Compressor	8186227 26127 ..	26127
1 NEW Brake Assembly	8194043 12249 ..	12249
2 " Housing PN-ARM-2000	2514746 131 ..	262
6 " Handle	8031902 1767 ..	106
6 " "	8031902 1767 ..	106
1 " Handhold	8141322 2205 ..	2205
5 " Support	8144274 11368 ..	5684
6 " Support	8144274 11368 ..	6821
1 " Grab Iron	8146678 2244 ..	2244
8 " Slide	8146733 12125 ..	970
6 " Thread Assembly	8149922 4607 ..	2764
6 " Thread Assembly	8104552 348 ..	2087
25 " Hex Head Bolts 9/8" x 2"	4543734 08 ..	198
4 " Hand Tape # 256	2312349 7885 ..	3154
1 " #6 white Cotton Duck 60" wide	2416764 192 ..	192

continued on sheet # 2

Labor and Material used in repairing Diesel unit #5640 at Collinwood, Ohio
Diesel shop on L.O. 118006-59 account Wreck

Sheet 2 of 3

Item	Price	Amount
92 New Bolts 5/16" x 1 1/2"	NYC # 8129472	\$ 029 ea 2.67
36 " Nuts	5135324	07 " 2.52
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4 "	9920167	.78 "
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4 "	9920166	.02 "
2 "	9920171	10.29 "
1 "	9920174	.78 "
1 "	9920175	.78 "
2 "	9920172	4.99 "

MATERIAL CONTINUED ON SHEET 3, TOTAL \$ 1350.73

Labor and Material used in repairing Diesel Unit #5640 at Collinwood Ohio
Diesel Shop on Lot Order 118006-59 account Wreck

sheet 3 of 3

<u>Labor</u>	\$ 1371.99
Plus 15%	1028.99
	\$ 2400.98

<u>Material</u>	\$ 1350.73
Plus 15%	202.61
	\$ 1553.34

<u>Total Labor and Material</u>	\$ 3954.32
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Prepared in office of
District Auditor of Expenditures
Detroit Michigan
May 27, 1960
File 039.000

To Mr. G. L. Zeider
Dept Diesel Shop
Collinwood Ohio

your file 40.4 OE X 5640

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NO. 576 NOVEMBER TERM, 1961
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VS.

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AGAINST HAROLD BYRON MCGEE

TO WITHIN NAMED DEFENDANT
You are hereby required to
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BELL, SILBERBLATT & SWOOPE
By

John Bell
Attorney for the Defendant

BELL, SILBERBLATT & SWOOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO., BLDG.
CLEARFIELD, PENNA.

April 2, 1962

Service accepted and copy left at the
office this day.

Service on me by copy April 2, 1962 *George J. Lee*
John E. Haward *John E. Haward*

Atty for Harold Byron McGee,

(E)

