

DOCKET NO. 175

NUMBER	TERM	YEAR
576	November	1961

Eugene Miller

VERSUS

New York Central Railroad Company

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

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No. 576 November Term, 1961

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.

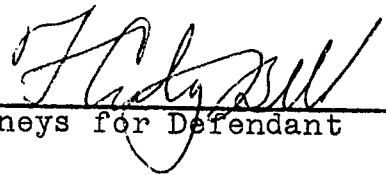
(33). That the total amount expended or lost by the New York Central Railroad Company by reason of the carelessness and

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 & SWOOPE
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, 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 ea	\$ 44 63
20 " 1/2" Elastic Nuts	1117928	0501 "	1 02
32 " 7/8" " "	1117934	10 "	3 20
26 " 3/4" " "	1117937	119 "	3 09
1 " Steel Plate #12 57 3/4 X 121 7/8	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 72 "	20 72
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	2 61 27 "	2 61 27
1 NEW Brake Assembly	8194043	12 2 49 "	12 2 49
2 " Housing PN-ARM-2000	2514746	1 31 "	2 62
6 " Handle	8031902	17 67 "	1 06
6 " "	8031902	17 67 "	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
8 " 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 Bolt 7/8" X 2"	4543734	08 "	1 98
4 " Sand Traps #256	2312349	7 885 "	31 54
1 " #6 White Bottom Deck 60" wide	2416764	1 92 "	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 Bottle 7/16" X 1 1/2"	NYC # 8129472	\$ 029.00	2.67
36 " Nut	8135324	07 "	2.52
1 " Handrail	8147991	22.05 "	22.05
1 " Box Assembly	8152421	44.49 "	44.49
1 " Manifold Filter	8152431	28.12 "	28.12
1 " Manifold Filter	8152432	19.60 "	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 "	4.25
3 " Surfacer	4729259	3.533 "	10.60
3 " Thinner	4729789	8.23 "	24.7
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 "	12.74
1 " Green Enamel	4706867	4.34 "	4.34
4 " Surfacer	4729259	3.535 "	14.14
3 " Thinner	4729789	8.23 "	24.7
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 "	20.58
1 "	9920174	.78 "	.78
1 "	9920175	.78 "	.78
2 "	9920172	4.99 "	9.98
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 75%

1028.99

\$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. S. L. Zeider
Supt Diesel Shop
Collinwood Ohio

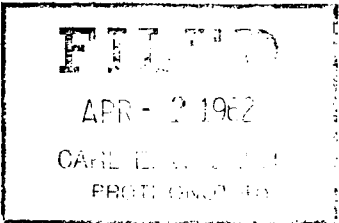
Your file 40.4 OE X 5640

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	
BY BELL, SILBERBLATT & SWOOPÉ	
Attorney for the Defendant <i>[Signature]</i>	
BELL, SILBERBLATT & SWOOPÉ ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

April 2, 1962
Service accepted and copy left at the
office this day.

(E)



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

EUGENE MILLER

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

VERSUS

NEW YORK CENTRAL RAILROAD

ZOE & JACKSON MILLER, - ADD. - DEFT

No. 576 NOVEMBER Term, 1961

VERDICT

And now to wit:

Jan-30 1963, we, the Jurors

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

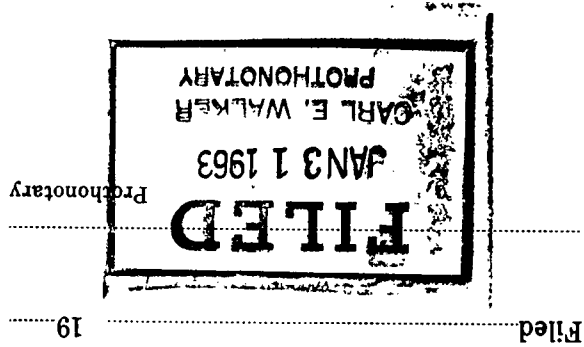
EUGENE MILLER

AND AWARD DAMAGES IN THE

AMOUNT OF DEFENDANTS EXHIBIT(E)

IN THE AMOUNT \$2,632.27 and
against the New York Central Railroad,

Jud W Lockman Foreman



VERDICT

VERSUS

No. Term, 19

DATE: JANUARY 29, 1963

NO. 576 T ER: NOVEMBER Y AR: 1962

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. ✓ <u>Chalmer Buck</u> | 7. <u>Margaret Elbell</u> |
| 2. <u>Hugh Colbert</u> | 8. ✓ <u>Dorothy Kephart</u> |
| 3. <u>James J. Carey</u> | 9. ✓ <u>Helen King</u> |
| 4. <u>Fred Cochrane</u> | 10. ✓ <u>Hilda Knepp</u> |
| 5. <u>Bernard Cowder</u> | 11. ✓ <u>Dorothy Landis</u> |
| 6. ✓ <u>Joseph Crooks</u> | 12. ✓ <u>Lloyd Lanaberry</u> |

PLAINTIFF WITNESSES:

DEFENDANT WITNESSES:

<u>Eugene Miller</u>	<u>Wifford H. Simons</u>
<u>Wilmer Smith</u>	<u>Edward Perko</u>
<u>Byron Mc Gee</u>	<u>Cortez Taylor</u>
<u>Jackson Miller</u>	<u>John Daugherty</u>
<u>Mrs Zoe Miller</u>	<u>Boyle Taylor</u>
<u>A J McCalvey</u>	<u>Mr Wm Bloom</u>

PLAINTIFF'S ATTY. Joe Lee DEFT. ATTY. Bell Palberblatt

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:

In 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 E. Walker, Inc. Fred W. Cochrane - Foreman

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

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No. 576 November Term, 1961

Trespass

P R A E C I P E

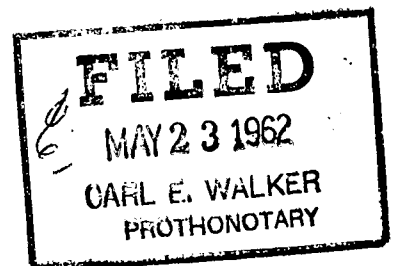
TO CARL E. WALKER, PROTHONOTARY

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

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

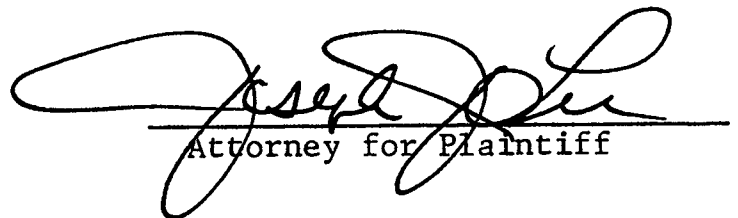
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: No. 576 November Term, 1961
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: Trespass
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P R A E C I P E

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. L. E. R.

RECORDED

Affidavit of Service

Eugene Miller

vs.

New York Central Railroad &
Additional Defendant
Zoe Miller

No. 576 Nov. Term, 19 61

Writ to Join Additional Defendant

Returnable within _____ days
from date of service hereof.

NOW March 12 19 62 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

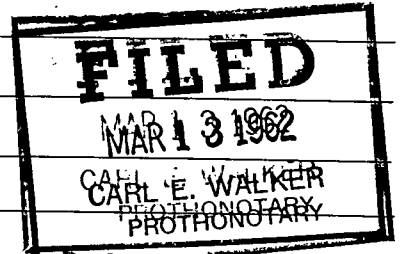
a true and attested copy of the original Writ to Join Additional Defendant and made

known to her the contents thereof.

Sworn to before me this 12th

day of March A. D. 19 62

Carl E. Walker
Prothonotary



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

So answers,

James B. Reese
James B. Reese

Sheriff

576 Nov. 5 1961

No. 576 November Term 1961

Eugene Miller

versus

New York Central Railroad Co.

Defendant

Zoe Miller,

Additional Defendant

SUMMONS

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

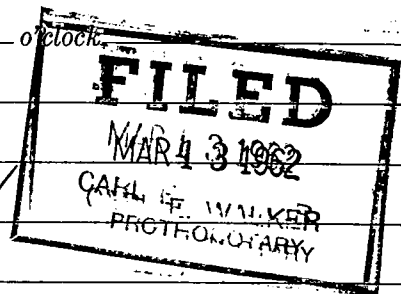
Returnable within _____ days
from date of service hereof.

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

served the within Writ to Join Additional Defendant

on Harold Byron 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. 19 62

Carl E. Walker
Prothonotary

So answers,

James B. Reese
James B. Reese

Sheriff

~~SEMPER~~

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 ~~summoned you to~~ joined you as an additional defendant
~~regarding~~ 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

~~SEMMONS~~
~~SEMMONS~~

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

Sworn to before me this 12th

day of March A. D. 1962

Carl E. Walker

Prothonotary

FILED

MAR 13 1962

CARL E. WALKER

PROTHONOTARY

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

So answers,

James B. Reese

James B. Reese

Sheriff

~~SUMMONS~~

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 in~~ 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

STEWARTSONS

WRIT TO JOIN ADDITIONAL DEFENDANT

Bell, Silberblatt & Swoope
Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

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

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No. 576 November Term, 1962

IN TRESPASS


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 & SWOOPE
By


Attorneys for the New York Central
Railroad Company

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA,
No. 576 November Term, 1964
IN TRESPASS

EUGENE MILLER

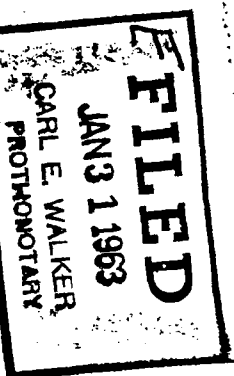
VS.

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

MOTION FOR NEW TRIAL

*Now Jan 31 1963
Served in person the
defendant a copy of
this motion and
asked*

F.C. Bell



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

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

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No. 576 November Term, 1961

IN TRESPASS

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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.

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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 & SWOOPE
By


Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By


Charles E. Bell

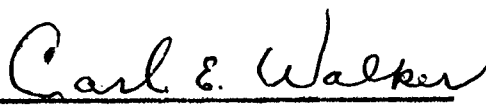
STATE OF PENNSYLVANIA:
: SS
COUNTY OF CLEARFIELD :

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.



PROTHONOTARY
My Commission Expires
1st Monday Jan. 1966

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

sheet 1 of 3

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32 " 7/8" " "	1117934	.10 "	3 20
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5 " Grab Iron	8124382	3 332 "	16 66
1 " " "	8124382	3 33 "	3 33
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2 " Weatherstrip	8146436	1 06 "	2 12
1 " Grab Iron	8146679	20 92 "	20 92
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1 " Hand Rail	8148249	5 20 "	5 20
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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 Bolt 7/8" X 2"	4543734	.08 "	1 98
4 " Sand Traps #256	2312349	7 885 "	31 54
1 " #6 White Cotton Duck 60" wide	2416764	1 92 "	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 Bolt 7/16" X 1 1/2"	NYC # 8129472	\$ 029 ea	\$ 2 67
36 " Nut	8135324	07 "	2 52
1 " Handrail	8147991	22 05 "	22 05
1 " Box Assembly	8152421	44 49 "	44 49
1 " Manifold Filter	8152431	28 12 "	28 12
1 " Manifold Filter	8152432	19 60 "	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 "	4 25
3 " Surfacers	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 "	12 74
1 " Green Enamel	4706867	4 34 "	4 34
4 " Surfacers	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 " 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 "	20 58
1 "	9920174	78 "	78
1 "	9920175	78 "	78
2 "	9920172	4 99 "	9 98
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. S. E. Zeider
Asst 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

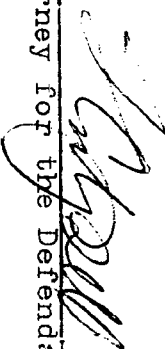
Additional Defendants

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 & SWOOPÉ
By


Attorney for the Defendant

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

APR - 2 1962

CARL E. WALKER
PROTHONOTARY

Service accepted 4-4-62

Joseph L. Miller
Atty for Eugene Miller

Zoe Miller
Jackson Miller

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

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

:
:
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:
:

No. 576 November Term, 1961

IN TRESPASS

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.

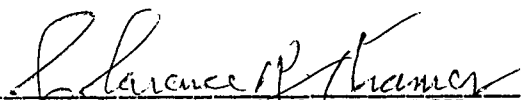
(d) That the said paragraph 7 amounts to only a waiver by the original grantor to the railroad company and by his heirs and executors so long as the same should continue owner.

(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.


ATTORNEY FOR HAROLD BYRON
McGEE, ADDITIONAL DEFENDANT

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

VS.

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

PRELIMINARY OBJECTIONS IN BEHALF OF HAROLD BYRON MCGEE

FILE

MAR 23 1962

CONFIDENTIAL

LAW OFFICES

CLARENCE R. KRAMER
CLEARFIELD, PA.

217 MARKET STREET

Manuscript No. 1962-2000 accepted by the
 Ball Library during
 the year 1962
 David J. Ball
 Director of the
 Ball Library

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

No. 576 Term November 1961

Eugene Miller
VERSUS
Wm. L. P. P. Co.

To Carl E. Walker

Prothonotary.

Sir: Enter appearance for Place preliminary exceptions
of Harold Byron Mc Kee on argument

in above case.

Blaise P. Thomas

Attorney for Harold Byron Mc Kee

No. 576 Term Nov. 1961

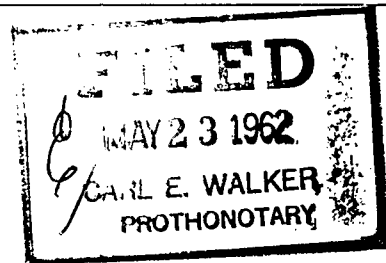
Eugene Miller

vs.

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

Precept to place
on argument List
APPEARANCE

For _____



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

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.

Lawrence P. Hiamer
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.

NEW YORK CENTRAL RAILROAD
COMPANY AND ZOE MILLER, JACKSON
MILLER, HAROLD BYRON MCGEE,
ADDITIONAL DEFENDANTS

PRELIMINARY OBJECTIONS
TO AMENDED COMPLAINT

FILED
APR 23 1962
CARL E. WATKIN
PROTHONOTARY

McGee
ATTORNEY FOR HAROLD BYRON

April 30, 1962

EUGENE MILLER

Shover
Bill Shover - Long
atty
My CRR
Just Joe

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

THE NEW YORK CENTRAL RAILROAD
COMPANY

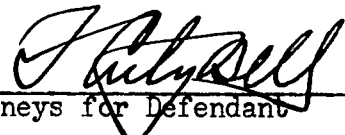
:
:
: No. 576 November Term, 1961
:
: IN TRESPASS
:

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 & SWOOPE
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 indi-
vidual 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

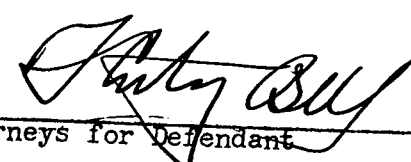
Defendant's employee, Jackson Miller, was solely liable to the said Eugene Miller for the amount of said damages or jointly liable with The New York Central Railroad Company for any sum that may be due, for the following reasons:

- 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.

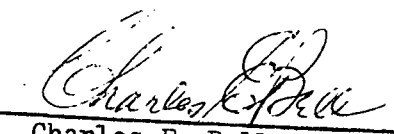
(28). That this Additional Defendant is liable to Eugene Miller for any damages sustained by him and liable to The New York Central Railroad Company for its loss and damages, or this Additional Defendant is jointly liable with The New York Central Railroad Company for any damages sustained by Eugene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


Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By


Charles E. Bell

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

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. 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 ea	\$ 44 63
20 " 1/2" Elastic Nut	1117928	.0501 "	1 02
32 " 9/8" " "	1117934	.10 "	3 20
26 " 3/4" " "	1117937	.119 "	3 09
1 " Steel Plate #12 57 1/4 X 121 7/8	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 PH-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
8 " 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 Bolt 9/8" X 2"	4543734	.08 "	1 98
4 " Sand Trap #256	2312349	7 885 "	31 54
1 " #6 White Cotton Duck 60"x 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 $\frac{5}{16}$ " x $1\frac{1}{2}$ "	NYC # 8129472	029 ea	2 67
36 " Nuts	8135324	07 "	2 52
1 " Handrail	8147991	22 05 "	22 05
1 " Box Assembly	8152421	44 49 "	44 49
1 " Manifold Filter	8152431	28 12 "	28 12
1 " Manifold Filter	8152432	19 60 "	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 "	4 25
3 " Surfer	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 "	12 74
1 " Green Enamel	4706867	4 34 "	4 34
4 " Surfer	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 " 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 "	20 58
1 "	9920174	78 "	78
1 "	9920175	78 "	78
2 "	9920172	4 99 "	9 98

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. S. L. Zeider
Supt Diesel Shop
Collinwood Ohio

your file 40.4 OE X 5640

Defendant's Exhibit "A"

See Dea

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

EUGENE MILLER

VS.

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

COMPLAINT AGAINST ADDITIONAL
DEFENDANT
(Jackson (Jack) Miller)

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

[Signature]
Attorneys for Defendant

FILED
[Signature]
MAR - 8 1962

CARL E. WALKER
PROTHONOTARY
BELL, SILBERBLATT & SWOPE
ATTORNEYS AT LAW
CLEARFIELD TRUST CO., BLDG.
CLEARFIELD, PENNA.

Service accepted 3-10-62
James L. Lee
Atty for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EUGENE MILLER

VS.

NEW YORK CENTRAL RAILROAD
COMPANY

:
:
:
: No. 576 November Term, 1961
:
: 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, SILBERBLATT & SWOOPE~~
~~-By-~~

~~For Cortez Bell,~~
~~Attorneys for Defendant~~

DOCKET No. 175

31 ✓
Eugene Miller

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

No. 576 November Term, 1968

Debt \$

Interest

Judg't Entered

VERSUS

New York Central Railroad Company ✓

Joseph J. Lee \$68.64
Inc. Wit. bill 56.74

\$ 68.64 68.64

Bell, Silberblatt & 209.90
Swope
Inc. Wit. bill 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

Certified from the records this 26 th
day of March, A. D. 19 63

Prothonotary

COSTS MUST BE PAID PROMPTLY

No. **576 February** Term, 19 **63**

EUGENE MILLER

VERSUS

NEW YORK CENTRAL RAILROAD

COMPANY

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 SATISFIED.**

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.....

CERTIFICATE of DISCONTINUANCE

.....
Attorney

EUGENE MILLER

vs.

AND

ZOE MILLER

JACKSON MILLER

HAROLD BYRON MCGEE,
Additional Defendants

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:No. 576 November Term, 1961

IN TRESPASS

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 wick sum, The New York Central Railroad Company asks that a Judgment be rendered in its favor, and a-

gainst Jackson Miller, at the trial of this cause.

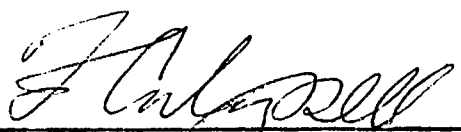
(31). That the cost of the repairs made at the Collinwood Diesel Locomotive Shop, totaling \$3,954.32 for labor and materials as shown in an itemized statement attached hereto, marked Defendants Exhibit "A" and made part hereof.

(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 & SWOOPE
By


Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By

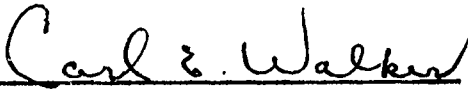

Charles E. Bell

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.



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	# 44 63 ea	\$ 44 63
20 " 1/2" Elastic Nut	1117928	.0501 "	1 02
32 " 7/8" " "	1117934	.10 "	3 20
26 " 3/4" " "	1117937	.119 "	3 09
1 " Steel Plate #12 57 3/4 X 12 1 3/8	1514253	13 28 "	13 28
3 " " "	1514253	13 277 "	39 83
1 " Elbow	8083627	18 37 "	18 37
7 " 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 PH-884-2000	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
8 " 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 Bolt 7/8" X 2"	4543734	.08 "	1 98
4 " Sand Trap #256	2312349	7 885 "	31 54
1 " #6 White Cotton Rope 60' x 1/2"	2416764	1 92 "	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	2 67
36 " Nuts	8135324	07 "	2 52
1 " Handrail	8147991	22 05 "	22 05
1 " Box 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 " Gray Enamel	4706855	4 25 "	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 "	12 74
1 " Green Enamel	4706867	4 34 "	4 34
4 " Surfacer	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 " 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 "	20 58
1 "	9920174	78 "	78
1 "	9920175	78 "	78
2 "	9920172	4 99 "	9 98

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 75%	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. S. L. Zeider
Supt 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 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 & SWOOPÉ
By

[Signature]
Attorney for the Defendant

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

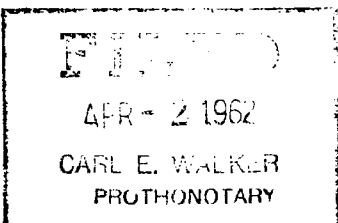
COMMERCIAL PRINTING CO., CLEARFIELD, PA

April 2, 1962

Service accepted and copy kept at the
office this day.

Joseph J. Lee
D.V.

Atty for Eugene Miller
Zoe Miller
Jackson Miller



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

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:No. 576 November Term, 1961
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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 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 & SWOOPE
By



Attorneys for Defendant

THE NEW YORK CENTRAL RAILROAD COMPANY
By

Charles E. Bell

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

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. 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	# 44 63 ra	\$ 44 63
20 " 1/2" Electric Valve	1117928	0501 "	1 02
32 " 7/8" " "	1117934	10 "	3 20
26 " 3/4" " "	1117937	119 "	3 09
1 " Steel Plate #12 57 1/4 X 121 7/8	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 72 "	20 72
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-ARM-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
8 " 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 Bolt 7/8" X 2"	4543734	08 "	1 98
4 " Sand Traps #256	2312349	7 885 "	31 54
1 " #6 White Bottom Dusk 60" wide	2416764	192 "	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 Bottle 7/16" x 1 1/2"	NYC # 8129472	029 ea	2 67
36 " Nuts	8135324	07 "	2 52
1 " Handrail	8147991	22 05 "	22 05
1 " Box Assembly	8152421	44 49 "	44 49
1 " Manifold Filter	8152431	28 12 "	28 12
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3 Gal. Gray Lacquer	4717158	4 44 gal	13 31
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2 " Black Enamel	4706783	3 565 "	7 13
1 " Gray Enamel	4706855	4 25 "	4 25
3 " Surfacer	4729259	3 533 "	10 60
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15 " Thinner	4729816	1 66 "	24 89
1 New Handrail	8147990	22 05 ea	22 05
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1 " Green Enamel	4706867	4 34 "	4 34
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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

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
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Prepared in office of
District Auditor of Expenditures
Detroit Michigan
May 27, 1960
File 039,000

To Mr. S. L. Zeider
Supt 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 HAROLD BYRON MCGEE

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 & SWOOPÉ
By

[Signature]
Attorney for the Defendant

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

OVERBROOK PRINTING CO., CLEARFIELD, PA.

*Service accepted and copy left at the
office this day.*

April 2, 1962
Joseph J. Lee
D.N.
Served on me by copy April 2 1962
C. Lawrence W. Kameel
att'y for Harold Byron McGee,
(E)

FILED
APR - 2 1962
CARL E. WALKER
PROTHONOTARY