

DOCKET NO. 174

NUMBER	TERM	YEAR
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647	May	1961
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M. W. Haupt Excavation Co., Inc.

VERSUS

Penfield Water Company, Inc.

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

M.W. Haupt Excavation Co, Inc  
vs  
Penfield Water Co, Inc

No647 May Term 1961

Complaint In Assumpsit

\*\*\*\*\*  
(Sheriffs Return)

Now, August 7, 1961 at 7:45 P.M. served the within Complaint In Assumpsit of The Penfield Water Co Inc by handing to Ralph Winkler at place of residence RD. Penfield, Pa. personally a true and attested copy of the original Complaint In Assumpsit, Ralph Winkler being the Sect for the Penfield Water Co, Inc, and made known to him the contents thereof.

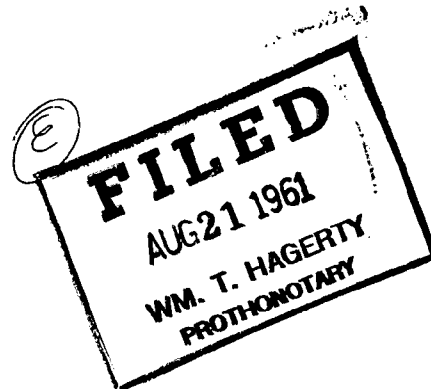
Costs Sheriff Ammerman \$11.60  
(Paid by Aytys B.S.S. )

Sb. Answers,

*Charles G. Ammerman*  
Charles G. Ammerman  
Sheriff

Sworn to before me this 8th  
day of August 1961 A D.

*Wm T. Hagerty*  
Prothonotary.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

M. W. HAUPT EXCAVATION CO., INC. :

v. :

PENFIELD WATER COMPANY, INC. :

No. 647 May Term, 1961

Judgment in Assumpsit

PRAECIPE FOR SATISFACTION

TO CARL E. WALKER, PROTHONOTARY:

Sir:

You are hereby directed to enter satisfaction of the judgment entered to the above term and number upon payment of costs.

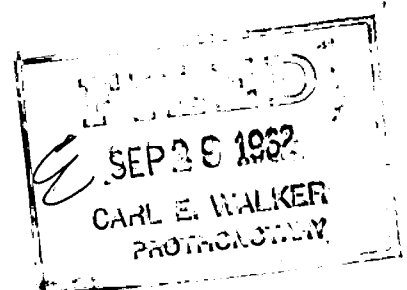
BELL, SILBERBLATT & SWOOPE,  
Attorneys for Plaintiff

By



Dated:

September 26, 1962.



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

M. W. HAUPT EXCAVATION  
CO., INC.

vs.

PENFIELD WATER COMPANY,  
INC.

No. 647 May Term, 1961

In Assumpsit

PRAECIPE

TO WILLIAM T. HAGERTY, PROTHONOTARY,

Sir:

Please enter judgment against the abovenamed Defendant, and  
in favor of the Plaintiff, for want of appearance and answer.

BELL, SILBERBLATT & SWOOPF

by

  
Attorneys for Plaintiff

Dated: August 30, 1961

*Debt \$1253.29 with interest from  
time of entry of judgment.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. In Assumpst No. 647 May Term, 1961	
M. W. HAUPT EXCAVATION CO., INC.	
VS.	
PENFIELD WATER COMPANY, INC.	
PRAECIPE	
<div>FILED AUG 30 1961 WM. T. HAGERTY PROTHONOTARY</div>	
BELL, SILBERBLATT & SWOODE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	

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

M. W. HAUPT EXCAVATION  
CO., INC.

versus

PENFIELD WATER COMPANY,  
INC.

No. *647 May* Term, 1961

In Assumpsit

COMPLAINT

Now, comes the Plaintiff, by its attorneys, Bell, Silberblatt & Swoope, and brings this action in assumpsit, whereof the following is a statement:

1. Plaintiff, M. W. Haupt Excavation Co., Inc., is a Pennsylvania Corporation, with offices at Penfield, Clearfield County, Pennsylvania.
2. The Defendant is a Pennsylvania corporation, having its principal office or place of business in the Village of Luthersburg, Brady Township, Clearfield County, Pennsylvania.
3. The Plaintiff was duly authorized by Defendant, through Mr. Irwin Simpson, of Yost Associates, DuBois, Pennsylvania, to clean the Penfield Water Company reservior in Huston Township, copy of the letter of authority of Mr. Irwin Simpson being attached hereto, marked Exhibit "A", and incorporated herein by reference.
4. That said work was completed by the Plaintiff in November of 1960, at a total charge to the Defendant of \$1205.09 as specifically set out in a statement of M. W. Haupt Excavation Co., Inc., to the Penfield Water Company, copy of which is attached hereto, marked Exhibit "B", and incorporated herein by reference.
5. That said work was done by the Plaintiff by oral contract with the Defendant, through Irwin Simpson as hereinbefore set forth, and Defendant has wholly failed and refused to make any payments upon this contract, although demands for such payments have been made by the Plaintiff.

6. That under the oral agreement between the Plaintiff and the Defendant, Defendant was to make periodic payments for the service of the Plaintiff during the year, paying interest at the rate of 6%, on the unpaid balance as a consideration for the Plaintiff permitting payments to be made over the period of one year.

7. That the Defendant has wholly breached said oral agreement by failure to make any payments, and the Plaintiff brings this action to recover the value of the service and material as set out in the statement of Plaintiff, attached and marked as Exhibit B and incorporated herein by reference, said prices being just and reasonable and those usually charged, in the trade for such work.

8. That Plaintiff claims interest of the Defendant at the rate of 6% from the date of completion of this work, or the sum of \$48.20 to July 31, 1961, together with interest until time of payment.

WHEREFORE, Plaintiff demands judgment against the Defendant for \$1253.29 together with interest until the date of payment.

BELL, SILBERBLATT & SWOOPE

by *[Signature]*  
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

Before me, the undersigned officer, personally appeared, M. W. Haupt, who, being duly sworn according to law, deposes and says that the facts set forth in the within Complaint, are true and correct to the best of his knowledge, information and belief.

*[Signature]*

Sworn and subscribed to  
before me this 1st day  
of August, 1961.

*[Signature]*

PROTHONOTARY  
My Commission Expires  
1st Monday Jan: 1962

PENFIELD WATER CO. INC.,  
Penfield, Pa.

November 3, 1960

Mr. Irwin Simpson,  
Yost Associates, Inc.,  
DuBois Deposit National Bank Building,  
DuBois, Penna.

Dear Mr. Simpson:

You are hereby authorized by the Penfield Water Company, to proceed to have the Haupt Excavating Co. clean the Penfield Water Company reservoir in Huston Township, Clearfield County, Pennsylvania, along the lines and for the costs as set forth in a letter from M. W. Haupt to you under date of October 14, 1960, to wit: at \$270.00 a day for tractor and dragline use, being a ten hour day, plus \$25.00 a day for supervision, plus additional equipment if needed. The payment of this job to be made over a twelve month period from completion, with interest on the unpaid balance at the rate of six percent.

Please have the Haupt Excavating Company proceed as soon as possible.

Very truly yours,

PENFIELD WATER COMPANY, INC.

BY Harold W. Reynolds



Exhibit "A"

November 30, 1960

COPY  
Invoice No.  
572

## PENTFIELD WATER COMPANY

M. W. HAUPT

EXCAVATION CO. INC.

Excavating and Pipe Line Construction

BULLDOZING

Phone: ME 7-5573

HEAVY HAULING

ROAD GRADING

PENTFIELD, PENNSYLVANIA

LOWBOY SERVICE

GENERAL WORK PERTAINING TO GAS FIELDS

Date	Description	Amount
Nov 14, 1960	# 2 Lowboy 6 hrs. Moving in and out; Backhoe & # 15 Digger @ \$ 15.00 per hr TOTAL PERMIT	\$ 90.00 \$ 5.46
Nov 14, 1960	# 15 Digger 10 hrs. Cleaning Penfield Reservoir " 10 hrs. " " " " 10 hrs. " " "	
	30 hrs. @ \$ 15.00 per hr TOTAL	\$ 450.00
Nov 14, 1960	Backhoe 10 hrs. Cleaning Penfield Reservoir " 10 hrs. " " " " 10 hrs. " " "	
	30 hrs. @ \$ 12.00 per hr TOTAL	\$ 360.00
Nov 15, 1960	Water Trk 2 hrs. Pumping water at Penfield Reservoir @ \$ 12.50 per hr TOTAL	\$ 25.00
Nov 14, 1960	Labor 20 hrs. (2 men @ 10 hrs. each) Cleaning Reservoir " 10 hrs. (1 man @ 10 hrs.) " " " 3 hrs. Making intake box " 10 hrs. (2 men @ 5 hrs. each) Install intake box	
	43 hrs. @ \$ 2.25 per hr TOTAL	\$ 96.75
Nov 14, 1960	Welder 4 hrs. Making saddle, tapping line @ \$ 8.00 per hr TOTAL	\$ 32.00
Nov 22, 1960	Material Lumber and nails for intake box Copper screen for intake box-15 sq. ft @ \$ 3.47 Material for a saddle	\$ 6.83 \$ 52.05 \$ 7.00
Nov 22, 1960	Pickup 1 hr. Getting material at DuBois for intake box @ \$ 9.00 per hr TOTAL	\$ 9.00
Nov 14, 15, 16	Supervision 3 days at \$ 25.00 per day TOTAL	\$ 75.00
	12 TOTALS	\$ 1205.09

Exhibit B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.	
No. 647 May Term, 1961	
M. W. HAUPT EXCAVATION CO., INC.	
versus	
PENFIELD WATER COMPANY, INC.	
COMPLAINT	
TO THE WITHIN NAMED DEFEND- ANTS:	
You are hereby notified to plead to the within Complaint within 20 days from the date of service hereof.	
BELL, SILBERBLATT & SWOOPÉ by <i>[Signature]</i> Attorneys for Plaintiff	
<div>FILED 1961 MAY 11 CLERK OF COURT</div>	
WM. T. HAGERITY ATTORNEY AT LAW BELL, SILBERBLATT & SWOOPÉ CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.	
450 May	