

DOCKET NO. 174

NUMBER	TERM	YEAR
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787	May	1961
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Oliver Hoover and Blair H. Hoover,

t/a Hoover Turkey Farm

VERSUS

Clearfield Diner, Inc., a corp

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

OLIBER HOOVER AND BLAIR
H. HOOVER, TRADING AS
HOOVER TURKEY FARM

VS.

NO. 787 MAY TERM, 1961

CLEARFIELD DINER, INC.,
a corporation

PRAECIPE TO MARK CASE
SETTLED AND DISCONTINUED

To William T. Hagerty, Esq., Prothonotary:

Debt and interest having been paid in full you are
requested to mark this case settled and discontinued upon payment
of costs.


ATTORNEY FOR PLAINTIFFS

September 11, 1961

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 787 May Term, 1961

OLIVER HOOVER AND BLAIR H.
HOOVER, TRADING AS HOOVER
TURKEY FARM

VS.

CLEARFIELD DINER, INC., a
corporation

PRAECIPE TO MARK CASE
SETTLED AND DISCONTINUED

12/2-

FILED
SEP 11 1961
WM. T. HAGERITY
PROTHONOTARY

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

Oliver Hoover & Blair H.
Hoover trading as Hoover T
Turkey Farm

No 787 May Term 1961

vs
Clearfield Diner, Inc, A
corporation

Complaint In Assumpsit

(Sheriffs Return)

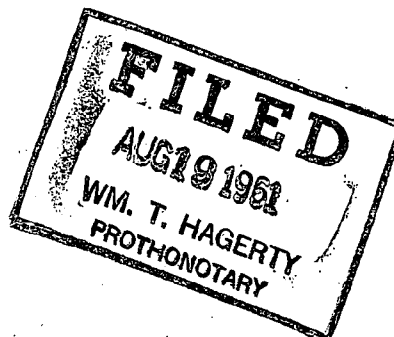
Now, August 18, 1961 at 1:50 O'Clock P.M. served the within Complaint in Assumpsit on The Clearfield Diner, Inc, A Corporation, at place of business, Locust Street, Clearfield, Pa., by handing to Charles Hale, President and Owner of Clearfield Diner a true and attested copy of, the original Complaint In Assumpsit and made known to him the contents thereof.

Costs Sheriff Ammerman \$7.00
(Paid By Atty Kramer)

So Answers
Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 18th
day of August 1961 A.D.

Wm T. Hagerty
Prothonotary.



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

No. 187 May Term, 1961

OLIVER HOOVER AND BLAIR H.
HOOVER, TRADING AS HOOVER
TURKEY FARM.

VS.

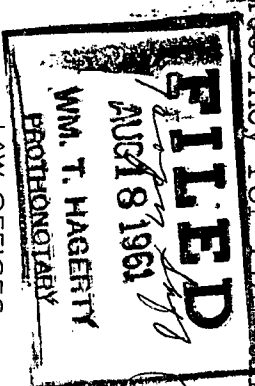
CLEARFIELD DINER, INC., a
corporation

COMPLAINT IN ASSUMPSIT

To the within named defendant:

You are required to file
an answer to the within Com-
plaint within twenty (20) days
from the service hereof.

Clarence R. Kramer
Attorney for Plaintiff



LAW OFFICES

CLARENCE R. KRAMER
CLEARFIELD, PA.

217 MARKET STREET

430 187

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

OLIVER HOOVER AND BLAIR H.
HOOVER, TRADING AS HOOVER
TURKEY FARM.

VS.

No. 787 May Term, 1961

CLEARFIELD DINER, INC.,
a corporation

COMPLAINT IN ASSUMPSIT

The plaintiffs seek to recover upon the following facts:

1. The Plaintiffs are Oliver Hoover and Blair H. Hoover, trading as the Hoover Turkey Farm, a partnership, duly registered in the office of the Prothonotary and with the Secretary of the Commonwealth at Harrisburg. They reside at R. D. Morrisdale, Clearfield County, Pa.

2. The defendant is Clearfield Diner, Inc., a Pennsylvania corporation with place of business at 207 East Locust Street, Clearfield, Pennsylvania.

3. That the defendant is engaged in the serving of the general public by the furnishing of meals and conducting of general restaurant business.

4. That the plaintiffs sold to the defendant and the defendant accepted and actually received from the plaintiffs the following supply of dressed turkeys in the respective amounts set forth:

Dec. 1, 1960	\$25.38
Dec. 9, 1960	\$25.90
Dec. 15, 1960	\$54.40
Jan. 5, 1961	\$26.05
Jan. 13, 1961	\$26.20
Jan. 19, 1961	\$23.32

Feb. 2, 1961	\$11.64
Feb. 9, 1961	\$11.47
Feb. 17, 1961	\$11.00
Feb. 24, 1961	\$12.76
Mar. 3, 1961	\$11.89
March 9, 1961	\$23.05
March 16, 1961	\$25.41
March 23, 1961	\$23.65
March 28, 1961	<u>\$22.02</u>

Total	\$354.14
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5. That the defendant has been repeatedly billed for said sum and has several times said that checks were in the mail, but no payment has ever been received thereon and has been delayed through repeated promises.

6. That the said invoices were due and payable not later than thirty days after delivery. Wherefore defendant is indebted to plaintiffs for interest as follows:

Interest on \$45.28 from Dec. 9, 1960	\$1.81
Interest on \$54.40 from Dec. 15, 1960	\$2.17
Interest on \$75.57 from Jan. 19, 1961	\$2.63
Interest on \$46.87 from Mar. 24, 1961	\$1.17
Interest on \$102.06 from Apr. 28, 1961	<u>\$2.12</u>
Total Interests	\$9.90

WHEREFORE plaintiffs seek to recover on defendant the sum of \$364.04, with costs of suit and interest from the date judgment enters.


 ATTORNEY FOR PLAINTIFFS

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

Before me, William T. Hagerty, Prothonotary, personally appeared Oliver Hoover, who being duly sworn according to law says that he is a partner of the Hoover Turkey Farm and as such has knowledge of the facts set forth in the foregoing Complaint; that the said facts are true and correct.

Oliver Hoover

Sworn to and subscribed before me
this 18th day of August, 1961.

Wm T. Hagerty
PROTHONOTARY

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962