

DOCKET NO. 172

NUMBER TERM YEAR

32 November 1960

North American Electronics Corp.

VERSUS

Frederick D. Evans

NORTH AMERICAN ELECTRONICS CORP.

vs.

FREDERICK D. EVANS

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 32 November Term, 1960

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 7th day of June, 1961, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

David F. Blakley

Chairman

John A. Cherry

Donald R. Mikesell

Sworn to and subscribed before me

this 14th day of June, 1961.

Wm T. Hegerty
Prothonotary

AWARD OF ARBITRATORS

Now, this 14th day of June, 1961, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: In Favor of the Plaintiff, and against the Defendant in the sum of \$522.74, with Interest from Nov 14, 1960, and on Defendants Counterclaim, Award for Plaintiff.

Chairman

David F. Blakley
John A. Cherry
Donald R. Mikesell

ENTRY OF AWARD

Now, this day of 1961, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

North American Electronics
Corp.

vs.

Frederick D. Evans

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 32

Nov Term, 1950

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule....., requests you to appoint a BOARD OF ARBITRATORS and certifies that:

- () The amount in controversy is \$1,000 or less.
- () The case is at issue.
- () An agreement of reference has been filed of record.
- () Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff *Joseph D. Lee* Defendant *Paul Frank Jr.*

Date 5-12-61

Joseph D. Lee
Attorney for Plaintiff

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

Joseph D. Lee
Attorney for Plaintiff

Attorney for

Paul Frank Jr.
Attorney for Defendant

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, *May 12*, 1951, hearing of the above case is fixed for Wednesday, *June 14*, 1951, in *Room 2*, Clearfield County Court House, Clearfield, Pa., and the following Clearfield County Bar members: *At 1:30 P.M. D.S.T.*

Chairman

are appointed as the BOARD OF ARBITRATORS to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

by
Deputy

(1) See Court Rule 27

(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas
of Clearfield County

No.

Term, 195

vs.

PRAECIPE FOR APPOINTMENT OF
ARBITRATORS

FILED

MAY 12 1961

WM. T. HAGERTY
PROTHONOTARY

SIR:

The following three persons have been appointed Arbitrators
in the case of North American Electronics Corp. vs. _____

Frederick D. Evans

No. 32 November Term, 1960

the first named being the Chairman of the Board:

Walter M. Swoope, John A. Cherry and

Donald R. Mikesell

Hearing of the case has been fixed for Wednesday,

June 7, 1961 at 1:30 P.M.

in Court Room # 2

Very truly yours,

William T. Hagerty,
Prothonotary.

WTH/jb

5/29/61

Arbitration hearing re
North American Electronics
vs. Fred Clegg has been
changed from June 7 to
June 14 at 1:30.

SIR:

The following three persons have been appointed Arbitrators
in the case of North American Electronics Corp. vs. _____

Frederick D. Evans

No. 32 November Term, 1960

the first named being the Chairman of the Board:

David E. Blakley

John A. Cherry and _____

Donald R. Mikesell

Hearing of the case has been fixed for Wednesday,

14

June #### 1961 at 1:30 P.M.

in Court Room # Grand Jury Room

Very truly yours,

Wm T. Hagerty

William T. Hagerty,
Prothonotary.

WTH/jb

In the Court of Common Pleas

Clearfield County.

NORTH AMERICAN ELECTRONICS
CORP.

Of November Term, 1960

No. 32

Bill of Costs

At Arbitration

—Term, 19—

FREDERICK D. EVANS

VERSUS

FREDERICK D. EVANS

CLEARFIELD COUNTY, SS:

Personally appeared before me Joseph J. Lee, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were ~~supposed~~ necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this

16th day of June, A. D. 1961

W^m T. Hayes

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

J. Paul Trent, Jr.

No. 32 November Term, 1960

ARBITRATION

NORTH AMERICAN ELECTRONICS
CORP.

versus

FREDERICK D. EVANS

Attorney

In the Court of Common Pleas Clearfield County.

NORTH AMERICAN ELECTRONICS
CORP.

Of November Term, 1960

VERSUS

FREDERICK D. EVANS

No. 32

Bill of Costs

At Arbitration

Term, 19.

CLEARFIELD COUNTY, SS:

Personally appeared before me **Joseph J. Lee**, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were ~~presented~~, necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this

16th day of June A. D. 1961

day of _____, A. D. 19_____
Wm T. Hastings, Prothonotary

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

No. 32 November Term, 1960

ARBITRATION

NORTH AMERICAN ELECTRONICS
CORP.

Versus

FREDERICK D. EVANS

Attorney

STATEMENT OF JUDGMENT

Docket No. 172

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

North American Electronics Corp.

No.	32	TERM	November 60
Penal Debt .....	.....	\$ .....	.....
Real Debt .....	.....	\$ 522.74.	.....
Atty's Com. ....	.....	\$ .....	.....
Int. from Nov. 14, 1960-July 4, 1961	.....	\$ 20.01	.....
VERSUS	.....	.....	.....
Frederick D. Evans	.....	.....	.....
Att'y Docket .....	.....	\$ .....	.....
Satisfaction Fee .....	.....	1.00	.....
Assignment Fee	Judgment	.....	1.00
Instrument .....	.....	.....	.....
Date of Same	July 5	19 61	.....
Date Due .....	.....	19 .....	.....
Expires	July 5	19 66	.....
Entered of Record	5th day of July	1961	.....
Certified from Record	5th day of July	1961	.....

John P. Shrylock
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on 12-8 1961, of defendant full satisfaction of this Judgment, Debt, Interest and Costs, and Prothonotary is authorized to enter Satisfaction on the same.

John Doe
Watty Doe Plaintiff

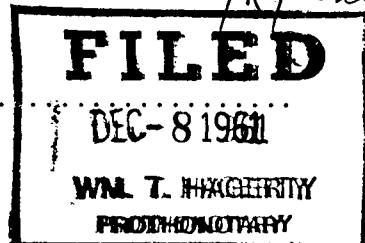
.....
Witness

SIGN THIS BLANK FOR ASSIGNMENT

Now, 19....., for value received hereby assign, transfer and set over to
..... Address Assignee

..... of
above Judgment, Debt, Interest and Costs without recourse. *C/R/* *John Doe*

.....
Witness



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP.

:
: No. 32

VS.

:
: Fred Term, 1960

FREDERICK D. EVANS

COMPLAINT IN ASSUMPSIT

The plaintiff, North American Electronics Corp., brings this cause of action against the defendant, Fred Evans, and complains and says: -

1. The plaintiff is North American Electronics Corp., a corporation incorporated under the laws of the State of New York having its principal place of business at 807 Middle Neck Road, Great Neck, Long Island, New York.

2. The defendant is Frederick D. Evans, an individual who resides at 525 Martin Street, Clearfield, Clearfield County, Pennsylvania.

3. The plaintiff at the oral instance and request of the defendant sold and delivered to the defendant the merchandise set forth on Exhibits A and B attached hereto and made a part hereof, at the times and for the prices therein indicated.

4. Prices charged therefor, totaling Four Thousand Seven Hundred Sixty-five Dollars and One Cent (\$4765.01), are

fair and reasonable, and are the prices the defendant promised to pay the plaintiff therefor.

5. Defendant paid on account thereof the total sum of Four Thousand Two Hundred Forty-two Dollars and Twenty-seven Cents (\$4,242.27), leaving a balance of Five Hundred Twenty-two Dollars and Seventy-four Cents (\$522.74) due plaintiff.

6. Plaintiff has demanded payment from the defendant of the said sum of Five Hundred Twenty-two Dollars and Seventy-four Cents (\$522.74) but the defendant has failed and refused to pay the same.

WHEREFORE, plaintiff brings this action against the defendant to recover the said sum of Five Hundred Twenty-two Dollars and Seventy-four Cents (\$522.74), together with interest from July 1, 1959 and costs of suit.

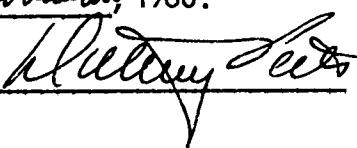
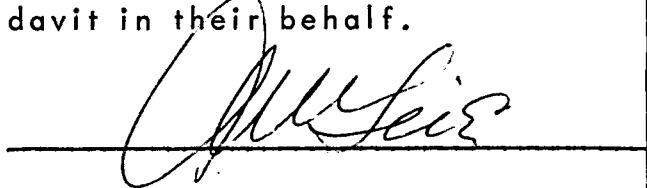


William S. Campbell, Jr.
Attorney for plaintiff

STATE OF NEW YORK :
COUNTY OF NASSAU : SS:

ALFRED N. GRIEN --being the PRESIDENT
of the North American Electronics Corp., being duly sworn according
to law deposes and says that he is familiar with the books and
business of said corporation and that the facts contained in the
foregoing Complaint are true and correct to the best of his knowledge,
information and belief, and that he has been duly authorized by
said corporation to make this affidavit in their behalf.

Sworn to and subscribed
before me this 4 day
of November, 1960.



D. C. M. PEETS
Notary Public, State of New York
No. 30-8314750
Qualified in Nassau County
Commission Expires March 30, 1962

north american electronics corp.

129 FIFTH AVENUE, NEW YORK 3, N. Y.

TELEPHONE OREGON 4-8100

SOLD TO

Fred Evans
525 Martin St.
Clearfield, Pa.

SHIPPED TO

492 9th St.
Clairfield, Pa.

TERMS

THE ROSE

(15 attached)

Page 1

May 25, 1939

SHIP VIA

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④ #PKGS.

807

There are no warranties or guarantees respecting the items sold unless specifically shown hereon. All claims must be made in writing within 5 days and no returns may be made unless authorized. No other agreement, expressed or implied will be honored.

INVOICE N° 18698

North American Electronics Corp.

129 FIFTH AVENUE, NEW YORK 3, N.Y.

TELEPHONE OFFISON 48162

SOLD TO

Pfed Evans
325 Market Street
Clermont, Pa.

SHIPPED TO
Fred Evans
432 - 9th St.
Clearfield, Pa.

170

NET BOOKS

(25 Attached)

May 25, 1959

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100

54 P. L.

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QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	UNIT PRICE	EXTENSION
50	924		2 15	107 50
100	183		2 90	290 00
10	185		2 55	25 50
10	186		2 55	25 50
10	174		2 40	24 00
10	184		2 35	23 50
10	185		2 05	20 50
20	182		3 95	62 00
10	3415		2 85	1 650
10	3406		2 15	21 50
10	3476		1 75	17 50
10	33C5		2 35	22 50
10	3426		3 05	30 50
10	3508		2 80	28 00
10	3B26		2 35	22 50
10	3C26		2 25	22 50
10	3CP6		2 55	25 50
10	3B16		2 20	22 00
10	384		2 45	24 50
30	384		2 25	23 50
10	48C6		4 05	40 50
10	6807		4 00	40 00
10	6827		4 05	40 50
10	33M8		3 30	33 00
10	5A58		3 55	35 50
10	5A25		2 20	22 00
10	5A88		3 40	34 00
10	5A78		3 25	32 50
10	5A88		2 80	28 00

There are no warranties or guarantees respecting the items sold unless specifically shown herein. All claims must be made in writing within 3 days and no returns may be made unless authorized. No other agreement, expressed or implied will be honored.

INVOICE NO. 18692

North American Electronics Corp

129 Fifth Avenue, New York 3, N.Y.

Telephone OREGON 4-8100

SOLD TO

SOLD TO

ITEM

QUANTITY	BACK ORDER	SHIP VIA	ITEM	QTY.	UNIT	PO#	EXTENSION	ITEM
SHIPPED			DESCRIPTION					
10		ST6		3	40		34 00	
100		SU4		2	10		210 00	
10		SU8		3	30		90 00	
15		S74		3	30		45 50	
10		SX8		3	25		75 50	
20		SY3		1	75		35 00	
10		6A34		2	15		30 00	
20		6AC7		4	25		100 00	
10		6AF4		4	00		40 00	
10		6AG3		2	60		24 00	
10		6AM7		5	10		50 00	
10		6AM4		3	30		90 00	
10		6AK6		4	65		46 50	
10		6AK5		4	20		42 00	
40		6AL5		1	85		74 00	
10		6AM8		3	25		32 50	
10		6AM6		3	50		35 00	
20		6AQ5		2	15		43 00	
5		6A26		2	20		11 00	
20		6AS3		2	40		48 00	
3		6AS2		3	35		105 75	
10		6AT3		1	90		19 00	
10		6AT3		3	20		60 00	
20		6AU4		3	35		67 00	
10		6AU5		4	30		43 00	
80		6AU6		2	10		160 00	
10		6AU8		3	50		35 00	
15		6AV5		3	80		57 00	

There are no warranties or guarantees respecting the items sold unless specifically shown hereon.
All claims must be made in writing within 5 days and no returns may be made unless authorized.
No other agreement, expressed or implied will be honored.

INVOICE N° 18693

north american electronics corp.

129 FIFTH AVENUE, NEW YORK 3, N.Y.

TELEPHONE OREGON 48100

SOLD TO

SHIPPED TO

TERMS

DATE	SHIP VIA	#QTS.	#PKGS	P.O.#	
QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	\$	EXTENSION	TOTAL
20		6AV6	1 65	33 00	
10		6AW6	3 55	35 50	
30		6AX4	2 65	79 50	
10		6AX5	2 95	29 50	
20		6BA6	2 00	40 00	
5		6ABA	3 55	17 75	
20		6BC3	2 30	46 00	
10		6BC8	4 00	40 00	
30		6BE6	2 20	66 00	
10		6BP5	3 55	35 50	
15		6BG6	6 50	97 50	
10		6BHE	2 70	27 00	
10		6BH8	3 50	35 00	
10		6BJ3	2 60	26 00	
10		6BK5	3 50	35 00	
10		6BX7	3 35	33 50	
40		6BL7	3 95	158 00	
10		6BN6	3 05	30 50	
80		6BQ6	4 35	348 00	
80		6BQ7	3 95	316 00	
10		6BZ7	4 00	40 00	
10		6BY3	4 20	42 00	
10		6BY6	2 35	23 50	
10		6BZ6	2 25	22 50	
40		6BZ7	4 00	160 00	
5		6C28	4 25	21 25	
10		6C4	1 85	18 50	
150		6C96	2 25	337 50	
			5 80	239 00	

There are no warranties or guarantees respecting the items sold unless specifically shown hereon.
All claims must be made in writing within 5 days and no returns may be made unless authorized.
No other agreement, expressed or implied will be honored.

INVOICE N° 18694

North American Electronics Corp.

129 FIFTH AVENUE, NEW YORK 3, N.Y.

TELEPHONE CRYSTAL 43100

SHIPPED TO

SHIPPED TO

TERMS

DATE	SHIP VIA	AMOUNT	TERMS	PO #
QUANTITY SHIPPED	RACK ORDER	DESCRIPTION	AMOUNT	EXTENSION
10		6CP6	2 95	25 50
30		6CG7	2 45	73 50
10		6CL6	3 75	37 50
10		6CS6	2 35	23 50
10		6CUS	2 35	23 50
10		6DB6	2 45	24 50
15		6DD6	4 10	61 50
10		6DT6	2 15	21 50
20		6J3	2 70	54 00
60		6J6	2 80	168 00
40		6K6	2 35	94 00
5		6L6	4 20	21 00
30		6E4	2 05	61 50
10		6EA7	3 40	34 00
20		6SJ7	2 23	65 00
20		6SN	3 10	62 00
20		6SL7	3 30	66 00
100		6ZP7	2 60	260 00
20		6BG7	2 90	58 00
30		6T9	3 35	100 50
80		6U9	3 30	264 00
40		6V6	2 20	88 00
40		6W4	2 40	96 00
40		6W6	2 80	112 00
10		6X4	1 65	16 50
20		6X5	2 05	41 00
20		6X9	3 15	63 00
10		7A87	2 60	26 00

There are no warranties or guarantees respecting the items sold unless specifically shown hereon.
 All claims must be made in writing within 5 days and no returns may be made unless authorized.
 No other agreement, expressed or implied will be honored.

INVOICE N° 18695

north american electronics corp.

129 FIFTH AVENUE, NEW YORK 3, N.Y.

TELEPHONE OREGON 48100

SOLD TO

SHIPPED TO

TERMS

DATE	SHP VIA		#CTS	FKCS.	P.O.#	
QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	\$	EXTENSION		TOTAL
15		7C5	3 35		50 23	
15		7E7	3 40		51 00	
10		12A76	1 65		16 50	
40		12A77	3 05		122 00	
10		12A76	2 15		21 50	
150		12A77	3 45		367 50	
10		12A76	1 65		16 50	
10		12A77	3 20		32 00	
30		12A74	2 70		81 00	
10		12A77	3 35		25 50	
10		12A77	2 75		27 50	
10		12B4	2 70		27 00	
40		12B96	2 00		80 00	
40		12B96	2 15		86 00	
50		12B87	3 05		152 50	
20		12B96	4 45		89 00	
40		12B77	3 05		122 00	
5		12B87	3 05		15 25	
20		12D96	4 20		84 00	
20		12E6	2 45		49 00	
20		12B87	3 40		68 00	
20		12B87	3 10		62 00	
20		12B87	2 70		54 00	
20		12B97	2 90		58 00	
10		12X4	1 80		18 00	
10		19M4	3 45		34 50	
5		19B96	6 50		32 50	
20		25B96	4 60		92 00	

There are no warranties or guarantees respecting the items sold unless specifically shown hereon.
All claims must be made in writing within 5 days and no returns may be made unless authorized.
No other agreement, expressed or implied will be honored.

INVOICE NO. 18696

north american electronics corp.

129 FIFTH AVENUE, NEW YORK 3, N.Y.

TELEPHONE OREGON 4-8100

SOLD TO

SHIPPED TO

TERMS

DATE	SHIP VIA	#CTS.	#PKGS.	P.O.#			
QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	\$	C	FRAC	EXTENSION	TOTAL
20		2564	2	70		54 00	
10		35C5	2	15		21 50	
10		3526	2	40		24 00	
70		35W4	1	40		98 00	
40		35E5	1	85		74 00	
10		50B5	2	65		26 50	
80		50C5	2	15		172 00	
30		50L6	2	40		72 00	
10		117E3	2	50		25 00	
10		2AP4	4	05		40 50	
10		2B64	2	55		25 50	
10		5BR8	3	30		33 00	
10		5C68	3	20		32 00	
10		5C10	3	15		35 00	
10		6BB4	2	50		25 00	
10		6BB8	3	75		37 50	
10		6B03	2	80		28 00	
10		6BY6	2	65		26 50	
10		6C08	3	15		31 50	
10		6C17	2	75		27 50	
10		6C17	2	60		26 00	
10		12AD6	2	25		22 50	
10		12B76	2	25		22 50	
10		12B76	1	90		19 00	
10		12B87	2	60		26 00	
5		12B87	3	05		15 25	
20		12CA5	2	30		50 00	
5		1978	3	95		16 75	

There are no warranties or guarantees respecting the items sold unless specifically shown hereon.
All claims must be made in writing within 5 days and no returns may be made unless authorized.
No other agreement, expressed or implied will be honored.

INVOICE N° 18697

north american electronics corp.

129 FIFTH AVENUE, NEW YORK 3, N.Y.

TELEPHONE OREGON 4-8100

SOLD TO

FRED EVANS
529 Martin St.
Clearfield, Pa.

SHIPPED TO

492 - 8th St.
Clearfield, Pa.

TERMS

NET 30

DATE

May 29, 1959

SHIP VIA

air mail

FACTS.

#PKGS.

P.O.#

QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	S	C	FRACTION	EXTENSION	TOTAL
10		6V3	4	35		43 50	
10		22C5/12C6US	2	35		23 50	
15		25C6	5	85		85 75	
15		6867	3	70		54 10	
						208 85	
						224 11	
						82 74	
						8 27	
						74 47	
Less 60/10%							
This completes your back order.							

ET4/10/17 B

There are no warranties or guarantees respecting the items sold unless specifically shown herein.
All claims must be made in writing within 5 days and no returns may be made unless authorized.
No other agreement, expressed or implied will be honored.

INVOICE NO. 18707

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNA.
No. 27, Term, 1960

NORTH AMERICAN ELECTRONICS
CORP.

VS.

FREDERICK D. EVANS

COMPLAINT IN ASSUMPSIT

To the within named defendant:

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

Frederick D. Evans
Attorney for Plaintiff

John J. Fleming
FLEMING & LITKE
ATTORNEYS AT LAW
BELLFONTE, PENNSYLVANIA

Broth American Eleuthemis
Corp
VERSUS
Thomas S. Evans

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

No. 32 Term November 1960

To Wm T. Hugely

Prothonotary.

Sir: Enter my appearance for Thomas S. Evans,
Defendant,

in above case.

J. Duke Daughtry Jr.

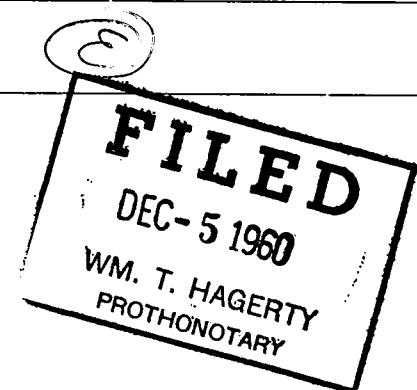
Attorney for Defendant

No. _____ Term _____ 19____

vs.

APPEARANCE

For _____



Affidavit of Service

North American Electronic

vs.

Frederick D. Evans

No. 32 November Term, 1960

Complaint In Assumpsit

Returnable within _____ days
from date of service hereof.

NOW November 15, 1960 at 1:20 o'clock P.M.

served the within Complaint In Assumpsit

on Frederick D. Evans

at 525 Martin Street, Clearfield, Pennsylvania

by handing to him personally

a true and attested copy of the original Complaint In Assumpsit and made
known to him the contents thereof. Costs. Sheriff Amerman \$7.00
(Paid by Atty Raycroft)

Sworn to before me this 16th day of November A. D. 19 60

So answers,

Charles G. Amerman
CHARLES G. AMERMAN

Sheriff

Prothonotary



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

NORTH AMERICAN ELECTRONICS :
CORP. :
VS. : No. 32, November Term, 1960
FREDERICK D. EVANS : : In Assumpsit

R E P L Y

The Plaintiff, North American Electronics Corp., files its Reply as follows:

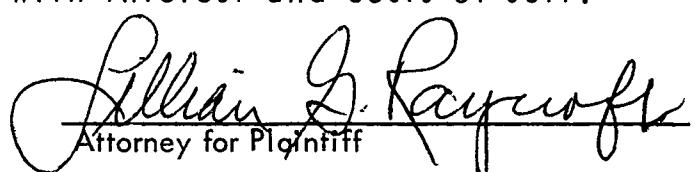
7. The allegations of paragraph 7 of defendant's Answer and Counterclaim are denied. On the contrary, it is averred that there were no agreements, oral or written, between the said Alfred N. Grien or any other Officer of Plaintiff's company and the defendant with respect to defective tubes other than the standard corporate warranty providing for replacement or credit for defective tubes returned to plaintiff within one year of the date of sale. Furthermore, the defendant continually pointed out to plaintiff that he was in some way repaying plaintiff for the extended credit terms and line of credit given him by agreeing not to return any defective tubes.

8. The allegations of Paragraph 8 of defendant's Answer and Counterclaim are denied. On the contrary it is averred that in 1959 when the defendant advised plaintiff that he had some defective tubes he wanted to return, plaintiff's said

President advised him that if they were returned within the normal one year warranty period plaintiff would accept their return and a credit would be given defendant or a replacement made. On or about July 1960, the defendant again mentioned to plaintiff's said President that he had some defective tubes he wanted to return for credit, at which time plaintiff's said President advised defendant that since plaintiff's last sale to defendant was over one year prior, the warranty period had expired. At no time did defendant ever return any defective tubes to the plaintiff for replacement or credit, and at no time did plaintiff refuse to replace or give credit for defective tubes within the applicable warranty period.

9. The allegations of paragraph 9 of defendant's Answer and Counterclaim are denied. On the contrary, it is averred that each tube sold the defendant carried with it a one year warranty which provided that if a tube were found to be defective within one year from the date of sale, and were returned to plaintiff prior to the expiration of said one year period, that a refund or credit would be given defendant therefor. At no time did the defendant return any defective tubes to the plaintiff; and at no time did the plaintiff refuse to comply with said warranty made to the defendant.

WHEREFORE, plaintiff asks judgment for the full amount in its claim together with interest and costs of suit.



William G. Raycroft
Attorney for Plaintiff

STATE OF NEW YORK :
COUNTY OF NASSAU : SS:

A. M. GRIEN, being the President of North American Electronics Corp., being duly sworn according to law, deposes and says that the North American Electronics Corp., is the Plaintiff in the foregoing action and that the facts set forth in the Reply are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed
before me this 3 day
of June, 1961.

Dayton Randell

DAYTON RANDELL
NOTARY PUBLIC, State of New York
No. 30-52055 - Nassau County
Commission Expires March 30, 1961

Now, January 6, 1961, service accepted by
copy. J. Paul Scanty Jr.
atty for def.

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

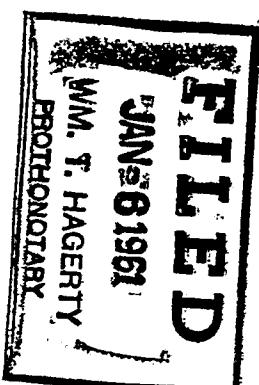
No. 32, November Term, 1960
In Assumpsit

NORTH AMERICAN ELECTRONICS
CORP.

VS.

FREDERICK D. EVANS

R E P L Y



FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

*North American Cheltonia
Corp.*

*VERSUS
Frederick J. Evans*

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

No. 32 Term Nov. 1960

To William T. Dager

Prothonotary.

Sir: Enter my appearance for the plaintiff

in above case.

Joseph C. See

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP.:

VS. : No. 32 November Term, 1960
: IN ASSUMPSIT
FREDERICK D. EVANS : :

ANSWER

The defendant, Frederick D. Evans, files his Answer as follows:

1. Paragraph 1 of Plaintiff's Complaint is admitted.
2. Paragraph 2 of Plaintiff's Complaint is admitted.
3. Paragraph 3 of Plaintiff's Complaint is admitted.
4. Paragraph 4 of Plaintiff's Complaint is admitted.
5. Paragraph 5 of Plaintiff's Complaint is denied as stated and in answer thereto Defendant avers that his claim is set forth in the Counterclaim to the Plaintiff's Complaint.

6. Paragraph 6 of Plaintiff's Complaint is denied.

The Defendant avers that demands were made for payment by the Plaintiff and Plaintiff was advised of credits to which Defendant is entitled as set out in the Counterclaim following.

COUNTERCLAIM

By way of further answer and defense, the defendant alleges that plaintiff is indebted to him in the sum of \$877.26 upon the following cause of action:

7. That Alfred N. Grien, President of Plaintiff corporation, orally guaranteed that Plaintiff would replace all defective tubes purchased by Defendant from the Plaintiff.

8. That on several occasions, particularly in July, 1959, and January, 1960, Defendant attempted to return defective tubes for replacement or credit but Plaintiff refused to accept the same.

9. That Defendant has defective tubes purchased from Plaintiff having a wholesale value of \$1,400.00 which Plaintiff has refused to replace or to give any credit.

WHEREFORE, Defendant asks judgment in the amount of
Eight Hundred Seventy-Seven and 26/100 (\$877.26) Dollars together
with interest thereon.

J. Paul Frank, Jr.
Attorney for Defendant

COMMONWEALTH OF PENNSYLVANIA:

SS:
COUNTY OF CLEARFIELD

FREDERICK D. EVANS, being duly sworn according to law,
deposes and says that he is the Defendant in the foregoing action
and that the facts set forth in the Answer and Counterclaim are
true and correct to the best of his knowledge, information and
belief.

Frederick W. Evans.

Sworn to and subscribed before me
this 5th day of December, 1960.

Am. & Negert

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

11/11/60
D. J. Hagerer
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 32 November Term, 1960
IN ASSUMPTIST

NORTH AMERICAN ELECTRONICS
CORP.

VS.

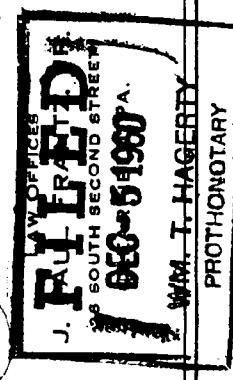
FREDERICK D. EVANS

ANSWER AND COUNTERCLAIM

TO THE WITHIN NAMED PLAINTIFF:

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

J. Paul Hagerer
Attorney for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP. :

VS. : No. 32 November Term, 1960

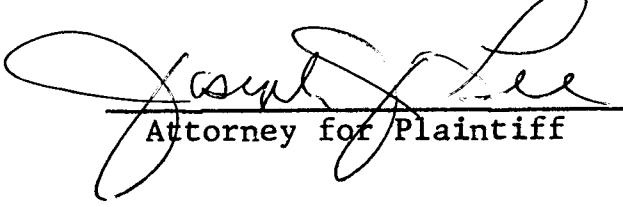
FREDERICK D. EVANS : In Assumpsit

PRAECIPE FOR JUDGMENT ON AWARD

TO WILLIAM T. HAGERTY, PROTHONOTARY:

SIR:

Enter judgment in favor of North American Electronics Corp. against Frederick D. Evans to the above term and number in the amount of \$542.75, being the award of the arbitrators in the amount of \$522.74, with interest from November 14, 1960, through July 4, 1961, a period of 7 months 20 days, in the amount of \$20.01.



Attorney for Plaintiff

Dated: July 5, 1961

IN THE COURT OF COMMON PLEAS OF CLEVERFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP. : :

: No. 35 November Term, 1960. AS.

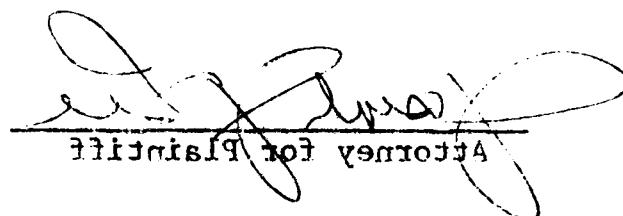
: : In Assumptio ERDEGICK D. EVANS

PRAECLIPPE FOR JUDGEMENT ON AWARD

TO WILLIAM T. HAGERTY, PROTHONOTARY:

SIR:

Plaintiff's judgment in favor of North American Electronics Corp. against Erdegick D. Evans to the sum of \$245.75, plus the amount of the attorney's fees in the amount of \$222.74, with interest from November 14, 1960, to the amount of \$250.01.


Attestation for Plaintiff

Date: July 5, 1961

