

DOCKET NO. 172

NUMBER	TERM	YEAR
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32	November	1960
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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 E. Blakely

Chairman

John A. Cherry

Donald R. Mikesell

Sworn to and subscribed before me

this 14th day of June, 1961.

Prothonotary

Wm T. Hagerty

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

ENTRY OF AWARD

Now, this day of , 195 , 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

by

North American Electronics
Corp.

vs.

Frederick D. Evans

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 32

Nov

Term, 1960

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 J. Lee

Defendant

Paul Frank Jr.

Date

5-12-61

Attorney for

Plaintiff

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

Attorney for

Plaintiff

Attorney for

Attorney for

Defendant

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now,

May 12

1961,

hearing of the above case is fixed for Wednesday,

June 14

1961,

in # 2

Room, Clearfield County Court House, Clearfield,

Pa., and the following Clearfield County Bar members:

@ 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

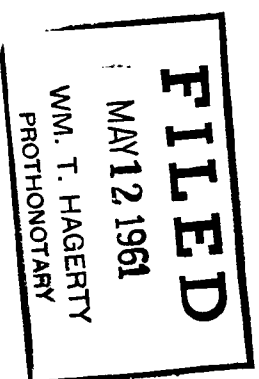
(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas
of Clearfield County

No. Term, 195

VS.

PRAECIPE FOR APPOINTMENT OF
ARBITRATORS



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. Swope,~~ ~~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 Evans 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~~ John A. Cherry and

Donald R. Mikesell

Hearing of the case has been fixed for Wednesday,

June ~~11~~ 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, 19 60

No. 32

VERSUS

Bill of Costs

FREDERICK D. EVANS

At Arbitration Term, 19

Alfred N. Grien	1	Days in Court at \$5.00 per day	\$5.00	
P. O. Great Neck, L. I., N.Y.	7c	\$c per mile actually traveled		
		7c x 740	51.80	56.80
		Days in Court at \$5.00 per day		
P. O.	7c	\$c per mile actually traveled		
		Days in Court at \$5.00 per day		
P. O.	7c	\$c per mile actually traveled		
		Days in Court at \$5.00 per day		
P. O.	7c	\$c per mile actually traveled		
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P. O.	7c	\$c per mile actually traveled		
		Days in Court at \$5.00 per day		
P. O.	7c	\$c per mile actually traveled		
		Days in Court at \$5.00 per day		
P. O.	7c	\$c per mile actually traveled		
		Serving subpoenas	Witness	
P. O.		Miles distance		
Whole amount of Bill				\$56.80

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 ~~subpoenaed~~, 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. 19 61
Wm T. Hagerty, Prothonotary

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

J. Paul F. Smith, Jr.

No. 32 November Term, 1960.

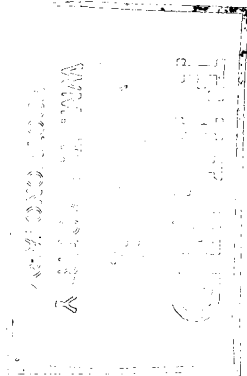
ARBITRATION

NORTH AMERICAN ELECTRONICS
CORP.

Versus

FREDERICK D. EVANS

Attorney



In the Court of Common Pleas Clearfield County.

**NORTH AMERICAN ELECTRONICS
CORP.**

Of November Term, 19 60

No. 32

VERSUS

Bill of Costs

FREDERICK D. EVANS

At Arbitration Term, 19

Alfred N. Grien

P. O. **Great Neck, L.I., N.Y.**

1 Days in Court at \$5.00 per day
7c ~~\$3.00~~ per mile actually traveled
x 740

\$5. 00

51. 80

56.80

Days in Court at \$5.00 per day
7c ~~\$3.00~~ per mile actually traveled

P. O.

Days in Court at \$5.00 per day
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7c ~~\$3.00~~ per mile actually traveled

P. O.

Days in Court at \$5.00 per day
7c ~~\$3.00~~ per mile actually traveled

P. O.

Serving subpoenas Witness

P. O. Miles distance

Whole amount of Bill

\$56.80

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 ~~not~~ 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. 19 **61**

Wm T. Hagerity, Prothonotary

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

Joseph J. Lee

No. 32 November Term, 1960.

ARBITRATION

NORTH AMERICAN ELECTRONICS
CORP.

Versus

FREDERICK D. EVANS

Attorney

STATEMENT OF JUDGMENT

date case

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

Entry & Tax \$2.00

Att'y Docket \$

Satisfaction Fee 1.00

Assignment Fee 1.00

Instrument Judgment

Date of Same July 5 19 61

Date Due 19

Expires July 5 19 66

VERSUS

Frederick D. Evans

Entered of Record 5th day of July

Certified from Record 5th day of July

1961

1961

John P. Hager
Prothonotary

SIGN THIS BLANK FOR SATISFACTION

Received on *12 - 8*, 19*61*.., of defendant full
satisfaction of this Judgment, Debt, Interest and Costs, and Prothono-
tary is authorized to enter Satisfaction on the same.

..... *[Signature]*
..... *Att'y for* Plaintiff

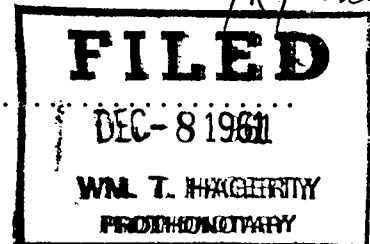
.....
Witness

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/ Sur.*

.....
Witness



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP.

VS.

FREDERICK D. EVANS

:
:
:
:
:

No. 32

Mad Term, 1960

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.

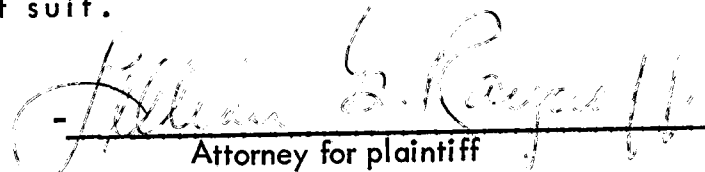
4. Prices charged therefor, totaling Four Thousand Seven Hundred Sixty-five Dollars and One Cent (\$4765.01), are

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.


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.

Henry Seitz

Alfred N. Griem

D. C. 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
535 Martin St.
Clearfield, Pa.

SHIPPED TO

492 9th St.
Clearfield, Pa.

TERMS

REF ID: A66587

(15 attached)

DATE _____

MAY 25, 1959

SHIP VIA

WILLSON

#CTS.

#PKGS.

P.O.#

QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	\$	¢	FRACT.	EXTENSION	TOTAL
40		75L6	2	25		90 00	
10		6AQ7	4	00		40 00	
15		3AB4	2	15		12 25	
						<u>10,281 30</u>	
			Less 60/10%				\$3690 34
<p>We did not have RCA for the tube types that you requested so we substituted Sylvania</p> <p>WE ARE BACK ORDERING THE FOLLOWING:</p> <p>10 6V3</p> <p>10 12X4 12C5</p> <p>15 25CD6</p> <p>15 6SG7</p>							
EXHIBIT A							

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.

179 FIFTH AVENUE, NEW YORK 2, N.Y.

TELEPHONE: ORFISON 48100

SOLD TO

Fred Evans
925 Martin Street
Clearfield, Pa.

SHIPPED TO

Fred Evans
492 - 9th St.
Clearfield, Pa.

DATE

NET 800

(15 Attached)

DATE

May 25, 1959

SHIP TO

Wards

1

5

PAID

DATE

QUANTITY
SHIPPED

PACK
ORDER

DESCRIPTION

5

5

ATTENTION

DATE

50		024	2	15	107 50
100		1R3	2	90	290 00
10		1R5	2	55	25 50
10		1R9	2	55	25 50
10		1T4	2	40	24 00
10		1R4	2	35	23 50
10		1R5	2	05	20 50
20		1R2	3	05	61 00
10		3A7.5	1	85	1 650
10		3A06	2	15	21 50
10		3A76	1	75	17 50
10		3C03	2	35	23 50
10		3R06	3	05	30 50
10		3B08	2	80	28 00
10		3B06	2	35	22 50
10		3C26	2	25	22 50
10		3CP6	2	55	25 50
10		3DT6	2	20	22 00
10		3E4	2	65	24 50
10		3V4	2	35	23 50
10		4BC8	4	05	40 50
10		6R07	4	00	40 00
10		6R27	4	05	40 50
10		5A03	3	30	33 00
10		5A08	3	55	35 50
10		5A05	2	20	22 00
10		5A88	3	40	34 00
10		5AT8	3	25	32 50
10		5A6	2	80	28 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° 18692

north american electronics corp

129 FIFTH AVENUE NEW YORK 3, N.Y.

TELEPHONE OREGON 4810X

SOLD TO

SHIPPED TO

TERMS

QUANTITY SHIPPED	BACK ORDER	SHIP VIA	DESCRIPTION	UNIT PRICE	EXTENSION	P.O. #
10			5T8	3 40	34 00	
100			5U4	2 10	210 00	
10			5U8	3 30	33 00	
15			5Y4	3 30	49 50	
10			5XB	3 25	32 50	
20			5Y3	1 75	35 00	
10			6AL34	2 15	21 50	
20			6AC7	4 25	85 00	
10			6AP4	4 00	40 00	
10			6AG3	2 60	26 00	
10			6AG7	5 10	51 00	
10			6AH4	3 30	33 00	
10			6AH6	4 65	46 50	
10			6AK5	4 20	42 00	
40			6AL3	1 85	74 00	
10			6AM8	3 25	32 50	
10			6AN8	3 50	35 00	
20			6AQ5	2 15	43 00	
5			6AQ6	2 20	11 00	
20			6AS3	2 40	48 00	
5			6AS8	3 35	16 75	
10			6AT3	1 90	19 00	
10			6AT3	3 20	32 00	
20			6AU4	3 35	67 00	
10			6AU5	4 30	43 00	
80			6AU6	2 10	168 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.

JOSEPH METZGER PTG., N.Y.C.

INVOICE N° 18693

north american electronics corp.

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

TELEPHONE OYEGON 4-8100

SOLD TO

SHIPPED TO

TERMS

DATE	SHIP VIA	#CTS.	#PKGS	P.O.#			
QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	\$	¢	FRAC.	EXTENSION	TOTAL
20		6AV6	1	65		33 50	
10		6AW6	3	55		35 50	
30		6AX4	2	65		79 50	
10		6AX5	2	95		29 50	
20		6EAA	2	00		40 00	
5		6HABA	3	55		17 75	
20		6BC5	2	30		46 00	
10		6BC8	4	00		40 00	
30		6BF6	2	20		66 00	
10		6BF5	3	55		35 50	
15		6BG6	6	50		97 50	
10		6BHE	2	70		27 00	
10		6BHB	3	50		35 00	
10		6BJ8	2	60		26 00	
10		6BK5	3	50		35 00	
10		6BK7	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		6BK7	4	00		40 00	
10		6BY5	4	20		42 00	
10		6BY6	2	35		23 50	
10		6BZ6	2	25		22 50	
40		6BZ7	4	00		160 00	
5		6BZ8	4	25		21 25	
10		6C4	1	85		18 50	
150		6CD6	2	25		337 50	
			5	80		230 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 CUNYON 4-3100

SOLD TO

SHIPPED TO

TERMS

DATE	SHIP VIA	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION	TOTAL
SHIPPED	ORDER					
10		60CP6	2	95	23 50	
30		60G7	2	45	73 50	
10		60L6	3	75	37 50	
10		60B6	2	35	23 50	
10		60U5	2	35	23 50	
10		60B6	2	45	24 50	
15		60D6	4	10	61 50	
10		60T6	2	15	21 50	
20		60I3	2	70	54 00	
60		60J6	2	80	168 00	
40		60K6	2	35	94 00	
5		60L6	4	20	21 00	
30		60F4	2	05	61 50	
10		60A7	3	40	34 00	
20		60J7	3	23	65 00	
20		60K7	3	10	62 00	
20		60L7	3	30	66 00	
100		60M7	2	60	260 00	
20		60Q7	2	90	58 00	
30		60R8	3	35	100 50	
80		60S8	3	30	264 00	
40		60V6	2	20	88 00	
40		60W4	2	40	96 00	
40		60W5	2	80	112 00	
10		60X4	1	65	16 50	
20		60X5	2	05	41 00	
20		60X8	3	15	63 00	
10		70B7	2	60	28 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 4-8100

SOLD TO

SHIPPED TO

TERMS

DATE	SHIP VIA	#CTS	FRAC.	P.O.#
QUANTITY SHIPPED	BACK ORDER	DESCRIPTION	EXTENSION	TOTAL
15		7C5	3 35	50 23
15		7H7	3 40	51 00
10		12A76	1 65	16 50
40		12AT7	3 05	122 00
10		12AV6	2 15	21 50
150		12AU7	2 45	367 50
10		12AV6	1 65	16 50
10		12AV7	3 20	32 00
30		12AX4	2 70	81 00
10		12AX7	2 55	25 50
10		12AZ7	2 75	27 50
10		12B4	2 70	27 00
40		12BA6	2 00	80 00
40		12BE6	2 15	86 00
50		12BH7	3 05	152 50
20		12BA6	4 45	89 00
40		12BY7	3 05	122 00
5		12BE7	3 05	15 25
20		12DQ6	4 20	84 00
20		12L6	2 45	49 00
20		12SA7	3 40	68 00
20		12SK7	3 10	62 00
20		12SH7	2 70	54 00
20		12SQ7	2 90	58 00
10		12X4	1 80	18 00
10		19AU4	3 45	34 50
5		19BG6	6 50	32 50
20		25BQ6	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 N° 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		25W4	2	70		54 00	
10		35C3	2	15		21 50	
10		35L6	2	40		24 00	
70		35W4	1	40		98 00	
40		35E3	1	85		74 00	
10		50B3	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		2BN4	2	55		25 50	
10		5BR8	3	30		33 00	
10		5CG8	3	20		32 00	
10		5CL8	3	15		38 80	
10		6BN4	2	50		25 00	
10		6BS8	3	75		37 50	
10		6BU8	2	80		28 00	
10		6BY8	2	65		26 50	
10		6CG8	3	15		31 50	
10		6CH7	2	75		27 50	
10		6CH7	2	60		26 00	
10		12AD6	2	25		22 50	
10		12AP6	2	25		22 50	
10		12BF6	1	80		18 00	
10		12BR7	2	60		26 00	
5		12BV7	3	05		15 25	
20		12CA5	2	50		50 00	
5		19T8	3	35		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 CREGG 4-8100

SOLD TO

SHIPPED TO

FRED EVANS
525 Martin St.
Clearfield, Pa.

492 - 9th St.
Clearfield, Pa.

TERMS

NET 100

DATE

May 29, 1959

SHIP VIA

#CTS.

#PKGS.

P.O.#

QUANTITY
SHIPPED

BACK
ORDER

DESCRIPTION

S

C

FRACT.

EXTENSION

TOTAL

10
10
15
15

6V3
12CS/12CS
25CS6
68G7

4 35
2 35
5 85
3 70

43 50
23 50
85 75
84 10
208 85
224 11
82 74
9 27
74 47

Less 60/10%

**This completes your
back order.**

EXHIBIT B

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 18707**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNA.
No. 28, Final 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.

Attorney for Plaintiff
Attorney for Plaintiff

4/30 FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

North American Electronics
Corp

VERSUS

Fredrick S. Evans

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

No. 32 Term November 1960

To Wm T. Hagerty

Prothonotary.

Sir: Enter

my

appearance for

Fredrick S. Evans,

Defendant,

in above case.

J. Paul Brantz, Jr.

Attorney for

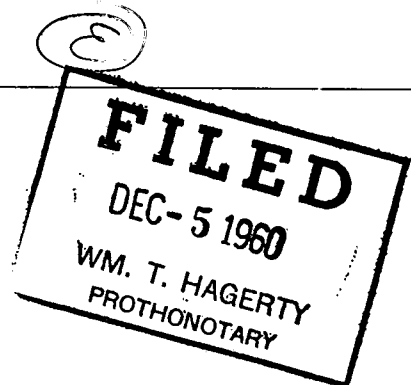
Defendant

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 Ammerman \$7.00
(Paid by Atty Reycroft)

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

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN

Sheriff

Prothonotary

FILED
NOV 13 1960
WM. T. HAGERTY
PROTHONOTARY

PAID
NOV 19 1960
WM. T. HAGERTY
PROTHONOTARY

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

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

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.


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 Jan, 1961.

Dayton Randell

DAYTON RANDELL
NOTARY PUBLIC, State of New York
No. 30-523503 - Nassau County
Commission Expires March 30, 1961

A. M. Griene

Now, January 6, 1961, service accepted by
copy. J. Paul Brantly 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			
<div>FILED JAN 6 1961 WM. T. HAGERTY PROTHONOTARY</div> <div>FLEMING & LITKE ATTORNEYS AT LAW BELLEFONTE, PENNSYLVANIA</div>			

North American Electronics
Corp.

VERSUS

Frederick J. Evans

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

No. 32 Term Nov. 1960

To William T. Wagner Prothonotary.

Sir: Enter my appearance for the plaintiff

in above case.

Joseph L. Lee
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP.:

VS.

FREDERICK D. EVANS

:
: No. 32 November Term, 1960
: IN ASSUMPSIT
:

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 D. Evans.

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

Ann C. Nagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

Julius Ruyt

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 32 November Term, 1960
IN ASSUMPT

NORTH AMERICAN ELECTRONICS
CORP.

VS.

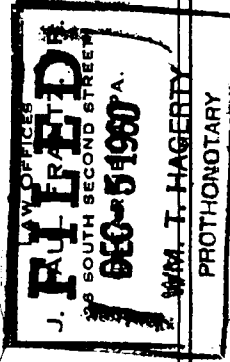
FREDERICK D. EVANS

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 Haggerty
Attorney for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP. :

VS.

FREDERICK D. EVANS

:
: No. 32 November Term, 1960

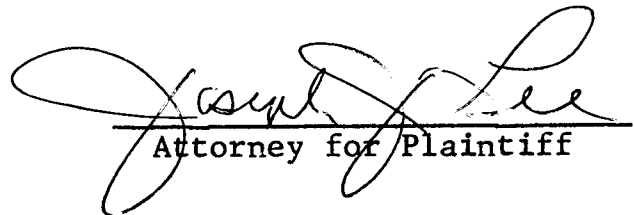
:
: In Assumpsit

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 CLEARFIELD COUNTY, PENNSYLVANIA

NORTH AMERICAN ELECTRONICS CORP. :

vs. :
No. 32 November Term, 1960 :

FREDERICK D. EVANS :
In Assumpsit :

PRECEDENT 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 \$242.75, being the award of the arbitrators in the amount of \$222.74, with interest from November 14, 1960, through July 4, 1961, a period of 7 months 20 days, in the amount of \$20.01.

Wm. T. Hagerty
Attorney for Plaintiff

Dated: July 2, 1961

