

DOCKET NO. 173

**Number                  Term                  Year**

53                  November                  1960

Highway Equipm ent Company

**Versus**

E. W. Stewart

10,74

Knox, Pa., Jan 26 1953

Thirty Dollars after date, for value received, or either of us, promise

to pay to the order of Mrs. James Levine

Twenty One Forty Seven & 1/2 DOLLARS

100

With interest without defalcation, and do hereby empower any attorney of any Court of Record to appear for and confess judgment against at any time after maturity for the above sum with cost of suit and per cent attorney's commission; hereby waiving the right of inquisition and the benefits of all exemption and stay laws of Pennsylvania or elsewhere, now in force or hereafter to be passed and agree to the sale of real estate on F. Fa.

AT THE CLARION COUNTY NATIONAL BANK  
OF KNOX, PA.

For cash M. J. [Signature]

Due [Signature] Jan 26, 1953

(Seal)

No.

Witness .....

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

KNOX FARM SERVICE,  
Knox, Pennsylvania

Vs.

FRANK W. ALBERT

:  
:  
:  
:  
:

No.

52

*Nov.*

Term 1960

D. S. B.

STATE OF PENNSYLVANIA :

SS:

COUNTY OF CLEARFIELD :

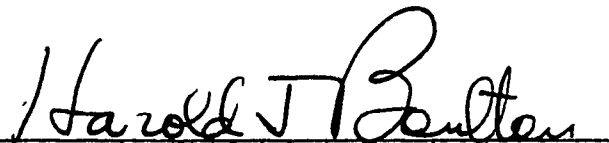
The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant, bearing date the 26th day of January, 1955, whereby the Defendant doth promise to pay to the said Plaintiff, Knox Farm Service, the sum of Two Thousand One Hundred Forty-seven (\$2,147.00) Dollars, for value received, with interest from January 26, 1955, which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against Frank W. Albert and in favor of said Plaintiff for the said sum of Two Thousand One Hundred Forty-seven (\$2,147.00) Dollars as aforesaid, with costs of suit and waiving the right of inquisition and the benefits of all exemption and stay laws of Pennsylvania, or elsewhere, now in force or hereafter to be passed and agreeing to the sale of real estate on Fi. Fa., all according to the tenor of the bill hereto annexed, all of which said sum, with interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of Two Thousand One Hundred Forty-seven (\$2,147.00) Dollars.

Interest from January 26, 1955.

*Harold T. Boulton*  
Attorney for Plaintiff

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

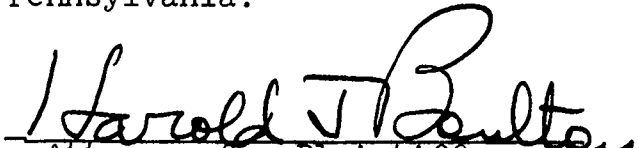
By virtue of special Warrant of Attorney above mentioned, and hereunto annexed, I appear for Frank W. Albert, the Defendant in the stated action without writ, as of Term, 196 , and therein confess judgment against Frank W. Albert and in favor of the Knox Farm Service, Plaintiff, for the sum of Two Thousand One Hundred Forty-seven (\$2,147.00) Dollars, with interest from January 26, 1955, together with costs of suit, hereby waiving the right of inquisition and the benefit of all exemption and stay laws of Pennsylvania, or elsewhere, now in force or hereafter to be passed and agree to the sale of real estate on Fi. Fa., all in accordance with the tenor of the bill hereto annexed.

  
Attorney for Defendant

To William T. Hagerty, Esq.

Pro. Com. Pleas of Clearfield Co.

I Hereby Certify that the precise residence address of the within judgment creditor is Knox, Pennsylvania.

  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

HIGHWAY EQUIPMENT COMPANY

vs

E. W. STEWART

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No. 53, Nov. Term, 1960

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AVERMENT OF DEFAULT AND STATEMENT AND CONFESSION OF  
JUDGMENT

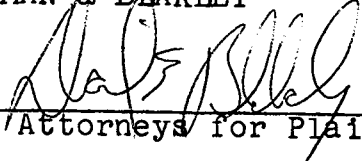
TO: WM. T. HAGERTY, PROTHONOTARY,  
Court of Common Pleas, Clearfield County, Pennsylvania:

Enter judgment upon the rental contract, copy of which is hereto annexed and warrant therein contained in the above case, and assess the plaintiff's damages, sec. reg.

Plaintiff and defendant made and delivered a certain rental contract dated the 15th day of December, 1959, providing for the rental by the defendant from the plaintiff of one (1) used Allis Chalmers Model HG-19 Diesel Powered Tractor with all standard equipment and equipped with Bulldozer Blade, at a rental rate of Two Hundred (\$200.00) Dollars for the first month, and Seven Hundred Fourteen (\$714.00) Dollars for each month thereafter. Also according to said contract, defendant was obligated to maintain said equipment and make repairs and furnish parts therefor during the term of rental. Said rental contract further contained a warrant of attorney to confess judgment against the defendant for any unpaid rentals or other sums to be paid thereunder. The equipment provided for therein has been returned to the plaintiff, but there remains unpaid rentals and repairs and parts which are now due and payable, as per the following statement:

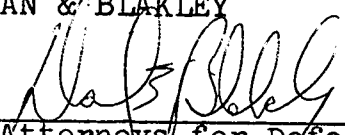
Amount of said rental and repairs due on rental contract	\$ 3,483.51
Attorney's Commission of 10%	348.35
Interest from August 1, 1960 at 6%	<u>52.25</u>
TOTAL	\$ 3,884.11

AMMERMAN & BLAKLEY

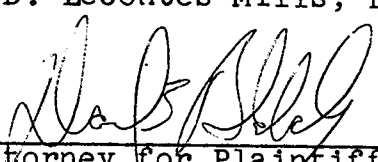
BY   
Attorneys for Plaintiff

By virtue of the Warrant of Attorney above mentioned, and hereto annexed, we do hereby appear in the above stated action, for E. W. Stewart, and Defendant, and herein confess judgment against him and in favor of the Plaintiff, Highway Equipment Company for the sum of \$3,483.51 with interest from August 1, 1960, with ten (10%) per cent added for attorney's fee; with costs of suit release of errors, also waiving inquisition, condemnation and extension of real estate, stay of execution and all exemption laws, according to tenor of said obligation.

AMMERMAN & BLAKLEY

BY   
Attorneys for Defendant.

We do hereby certify that the address of the within Plaintiff is 40 Hoover Avenue, DuBois, Pennsylvania, and the address of the within Defendant is, R. D. LeContes Mills, Pennsylvania.

  
Attorney for Plaintiff

STATE OF PENNSYLVANIA :  
 : SS  
COUNTY OF CLEARFIELD :

Personally appeared J. F. Docherty, Jr., Branch Manager of Highway Equipment Company, who deposes and says that the facts set forth in the foregoing are true and correct to the best of his knowledge, information and belief.

J. F. Docherty, Jr.

Sworn to and subscribed before  
me this 12<sup>th</sup> day of November, 1960.

Mrs. Della W. Egan

**MRS. DELLA W. EGAN, Notary Public**  
**DU BOIS, CLEARFIELD CO., PA.**  
**My Commission expires Sept. 30, 1962**



# Rental Contract

Made this 15th day of December, 1959, by and between

## HIGHWAY EQUIPMENT COMPANY

a Pennsylvania Company, having its principal office in the City of Pittsburgh, State of Pennsylvania, party of the first part and hereinafter called the Lessor, and E. W. Stewart  
R. D., Le Contes Mills, Penna.

a Corporation, a Partnership, an Individual, Incorporated or Registered under the laws of Pennsylvania party of the second part, hereinafter called the Lessee,

WITNESSETH: That for and in consideration of the payments, covenants, and agreements hereinafter set forth and subject to the TERMS AND CONDITIONS printed on the reverse side and made a part hereof, the Lessor hereby leases and rents to the Lessee the Machinery and/or Accessories, hereinafter called Equipment, mentioned and described below:

### List of Equipment

Description and Identification No. of Equipment	Value of Equipment	Rental Rate
One (1) Used Allis Chalmers Model HD-19 Diesel Powered Tractor with all standard equipment & equipped with <del>Hydraulic</del> Bulldozer Blade. AS INSPECTED. S/N ARE 628	\$7,000.00	Rental for first Month \$200.00 Rental Rate Each Month Thereafter \$714.00

The equipment above described is to be shipped as follows:

Name of Consignee .....

Destination ..... Via: .....

F. O. B. Car or Truck at Lessor's yard, factory or other shipping point.

The Rental period shall be for a minimum of One months, for which the Lessee agrees to pay to Lessor at its place of business the total rent of Two Hundred & 00/100 - - - - - Dollars,

which rental is all due in advance but for the convenience of the Lessee may be paid as follows:

Two Hundred & 00/100 - - - - - Dollars upon the signing of this contract, and -0- Dollars in -0- equal installments of -0- Dollars payable monthly thereafter until fully paid.

It is hereby declared and understood between the parties hereto that no agreement, written or verbal, exists modifying or altering this Contract in any particular, or has been made as the inducing cause for the execution of this Contract, and the Lessee acknowledges that he has read this contract before signing and understood the terms thereof.

This Contract and all TERMS AND CONDITIONS, rights and remedies herein contained and set forth on the reverse side hereof shall bind the parties hereto, their and each of their heirs, executors, administrators, successors and assigns. The singular number when used in referring to the Lessee shall be interpreted to refer to and include the plural number whenever necessary and if the Lessees are two or more in number their liability hereunder shall be joint and several.

This Contract shall be binding only when accepted and signed by an official of the Lessor at its office, Pittsburgh, Pa. IN WITNESS WHEREOF, The parties hereto have executed this Contract in Duplicate; individuals in person, corporations by duly authorized officers.

WITNESS:

R. D. Le Contes  
James Walker

HIGHWAY EQUIPMENT COMPANY  
By E. W. Stewart  
E. W. STEWART  
By X E. W. Stewart  
By .....

Salesman D. K. SWANK

Contract No.

## TERMS AND CONDITIONS

The **TERMS AND CONDITIONS** below stated, together with those on the obverse side hereof, constitute the Contract between the Lessor and Lessee named.

(1) **THE RENTAL PERIOD** shall begin on and include the date of either legal delivery of the Equipment to the Lessee or his agent, or legal delivery to a public carrier for transit to the Lessee, and shall end on and include the date of either legal delivery of the Equipment to the Lessor, or its order, or legal delivery to a public carrier for transit to the Lessor, or its order, following the expiration of the minimum rental period.

(2) **MONTHLY RENTAL RATES** shall not be subject to any deductions on account of non-working time in the month, but the amount of rent payable for any fraction of a month after the minimum rental period shall be the monthly rental rate pro-rated according to the number of calendar days in such fraction.

**DAILY RENTAL RATES** shall not be subject to deductions for non-working time in the day and shall be paid for each calendar day in the month.

**THE RENTAL RATES** herein specified are for the use of the Equipment for an operating shift of eight (8) hours or less, and if the Equipment is used for additional shifts the rental rates shall be increased fifty per cent for each additional shift.

(3) **LOADING, UNLOADING AND TRANSPORTATION** The Lessor at its own expense shall load the Equipment for transit to the Lessee and upon its return unload it, and shall pay all demurrage charges accruing at his own shipping or receiving point. The Lessee at his own expense shall do all other loading, unloading, installing, dismantling and hauling and shall pay all demurrage accruing at his own shipping or receiving point, including all freight and switching charges. It is understood that the Lessee shall prepay the return transportation charges on the Equipment to the Lessor's yard or warehouse at

Provided, however, if the Lessee is directed to ship the Equipment to a place other than the Lessor's yard or Warehouse the Lessor shall refund to the Lessee any transportation charges actually paid in excess of the transportation charges to the Lessor's yard or warehouse. It is further understood that when a locomotive covered by this Contract is shipped on own wheels, that the Lessee at his own expense shall provide a competent messenger to accompany the shipment both to and return from his receiving point.

(4) **USE, MAINTENANCE AND OPERATION.** Said Equipment is for use at or near the place designated on the obverse side and shall not be removed therefrom nor made a part of any Equipment or building so as to become a fixture without the written consent of the Lessor. The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall see that the Equipment is not subjected to careless or needlessly rough usage; and he shall at his own expense maintain the Equipment and its appurtenances in good repair and operative condition, and in such condition return it to the Lessor. The Lessee shall have the privilege to have a joint inspection made of the Equipment before returning it or within five days after receipt of the Equipment at Lessor's yard or warehouse, to determine liability for repairs and shortages. In the event joint inspection is not demanded the Lessor shall be the sole judge of the repairs necessary to place it in good repair and operative condition, the cost of which is to be paid by the Lessee. The Lessee shall at his own expense comply with all county, state or municipal laws governing the operation of Equipment of this class.

(5) **LIABILITY OF LESSEE.** Lessee assumes all liability for loss or damage on account of accidents, delays due to defective material, delays in delivery or removal of Equipment, or for any other cause.

(6) **INSURANCE.** The Lessee shall at his own expense, but in the name and for the benefit of the Lessor, insure said Equipment against loss that may occur or be caused by fire, flood, explosion, theft, or otherwise, and liability of any and every kind.

(7) **SHOULD THE LESSEE RETAIN EQUIPMENT BEYOND THE MINIMUM RENTAL PERIOD,** the holding thereof shall be subject to all terms and conditions of the Contract. All rental payments for the additional periods shall be payable in advance, any unearned rental paid to be refunded to the Lessee on a pro-rata basis.

(8) **DELIVERY.** It is understood and acknowledged by the Lessee that any manual or physical possession of said Equipment by the Lessee prior to the date of this Contract has been for the purpose of inspection, trial and examination only, and has not been a delivery thereof, and that delivery thereof to the Lessee for use is to be made forthwith upon the execution of this Contract.

(9) **REPOSSESSION.** The Lessor or its agent may inspect said Equipment at any time and, if in its opinion or the opinion of its agent, the provisions of this Contract are not being complied with the Lessor may take possession of and remove from the possession of the Lessee without legal process, at the expense of the Lessee, the Equipment herein mentioned, the Lessee agreeing to provide the Lessor for that purpose unobstructed ingress and egress; and the Lessee upon every default in the payment of rental and upon any and every breach of covenants herein as well as by reason of any failure to make repairs when necessary, in addition to empowering Lessor to take said Equipment without legal process, hereby empowers any attorney of any court of record to appear for the Lessee and confess judgment against the Lessee for such amounts as may at any time be due as rental, transportation, repair charges and/or any other charges in connection with said Equipment or use thereof as herein provided, and a statement of any officer of the Lessor filed with such judgment shall be sufficient to establish the amount due, together with costs and attorney's commission of ten per cent for collections, hereby waiving all errors, stays, exemption for debt now or hereinafter enforced in this state or elsewhere.

(10) **TERMINATION OF CONTRACT.** Should the Lessee fail to make any payment when due or fail to maintain and operate or return the Equipment as provided by this Contract or substantially violate any provision thereof, or become bankrupt, or receiver or assignee be appointed for Lessee's business, the Lessor may immediately terminate this Contract, take possession of the Equipment without becoming liable for trespass, and recover all rental due, full damages for any injury to and all expenses incurred in returning the Equipment.

(11) **REMEDIES.** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at the time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way effect the right of the Lessor to enforce such provisions thereafter. The remedies of the Lessor are cumulative, not alternative, and the entry of judgment by confession or otherwise, and the issuance of execution for the whole unpaid rental or other sums to be paid hereunder by the Lessee, or any part thereof, shall in no manner affect any of the Lessor's rights hereunder. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rental due and all other sums to be paid hereunder have been paid in cash.

(12) **TITLE.** Title to the Equipment shall at all times be and remain with the Lessor unless transferred to the Lessee by separate written instrument. The Lessee shall give the Lessor immediate notice in case any Equipment is levied upon or from any cause become liable to seizure.

No. 53, 2nd Term, 1960

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

HIGHWAY EQUIPMENT COMPANY

VS

E. W. STEWART

AVERMENT OF DEFAULT AND  
STATEMENT AND CONFESSION  
OF JUDGMENT

5/2/60  
**FILED**  
9:30 AM  
APR 1 1960  
WM. T. HAGERTY  
PROTHONOTARY  
\$ 3.50 by alleg

LAW OFFICES  
AMMERMAN & BLAKLEY  
DUBOIS, PENNA.