

DOCKET NO. 173

NUMBER TERM YEAR

120 November 1960

Commercial Credit Corporation

VERSUS

William Stiner

Gertrude Stiner

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

COMMERCIAL CREDIT CORP. : No. 120, November Term, 1960  
VS. :  
WILLIAM STINER : In Assumpsit  
GERTRUDE STINER :  
:

NOTICE OF TAKING OF ORAL DEPOSITIONS

TO: Smith, Smith & Work  
Attorneys at Law  
Clearfield, Pennsylvania  
Attorneys for William Stiner and Gertrude Stiner and  
The Houtzdale Bank

Eugene Climo, Esq.  
Osceloa Mills, Pennsylvania and  
John McCamley, Esq.  
Philipsburg, Pennsylvania  
Attorneys for Al Pyle and Richard J. Petrovich

Please take notice that pursuant to Pa. R.C.P. No. 4007 on February 10, 1961, at 10:00 A.M., and at any and all adjournments thereof before, William Haggerty, Prothonotary of Clearfield County, the Plaintiff in this action will take the oral depositions of the following: Richard J. Petrovich, Philipsburg, Penna.

Al Pyle, Clearfield, Pa.

William Stiner  
Pottersdale, Penna.

Gertrude Stiner  
Pottersdale, Penna.

The Houtzdale Bank  
Houtzdale, Penna.

upon oral examination at the Grand Jury Room, Clearfield County Court House, Clearfield County, Pennsylvania.

The scope of the depositions will encompass the

witnesses knowledge of the sale, or other disposition, or transfer, of a 1960 Valiant 4-door Station Wagon, Serial No. 1502-189921 automobile allegedly purchased by William Stiner and Gertrude Stiner from Killion Motors, or any transaction involving the same.

The purpose of these depositions is to aid in the preparation of a Reply by plaintiff to defendant's Answer and New Matter. These witnesses will also be interrogated as to their knowledge of the identity and whereabouts of other witnesses having information relevant to this action.

William Stiner  
Attorney for Commercial Credit Corp.,  
Plaintiff

DATED: January 24, 1961

C O P Y

COPY

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA.  
No. 120 November Term, 1960  
In Assumpsit

COMMERCIAL CREDIT CORP.

58

WILLIAM STINER  
GERTRUDE STINER

NOTICE OF TAKING OF ORAL  
DEPOSITIONS

I hereby certify that I have read and attested copy of the criminal statement filed in this case.

Attest: John Rathbun Esq. July 1<sup>st</sup>

**FLEMING & LITKE**  
ATTORNEYS AT LAW  
BELLFONTE, PENNSYLVANIA

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

COMMERCIAL CREDIT CORP. : : No. 120, November Term, 1960  
VS. : : In Assumpsit  
WILLIAM STINER : :  
GERTRUDE STINER : :

NOTICE OF TAKING OF ORAL DEPOSITIONS

TO: Smith, Smith & Work  
Attorneys at Law  
Clearfield, Pennsylvania  
Attorneys for William Stiner and Gertrude Stiner and  
The Houtzdale Bank

Eugene Cimino, Esq.  
Osceloa Mills, Pennsylvania and  
John McCamley, Esq.  
Philipsburg, Pennsylvania  
Attorneys for Al Pyle and Richard J. Petrovich

Please take notice that pursuant to Pa. R.C.P. No.  
4007 on February 10, 1961, at 10:00 A.M., and at any and all  
adjournments thereof before, William Haggerty, Prothonotary of  
Clearfield County, the Plaintiff in this action will take the oral  
depositions of the following: Richard Petrovich,  
Philipsburg, Pa.

Al Pyle, Clearfield, Pa. William Stiner  
Pottersdale, Penna.

Gertrude Stiner The Houtzdale Bank  
Pottersdale, Penna. Houtzdale, Penna.

upon oral examination at the Grand Jury Room, Clearfield  
County Court House, Clearfield County, Pennsylvania.

The scope of the depositions will encompass the

witnesses knowledge of the sale, or other disposition, or transfer, of a 1960 Valiant 4-door Station Wagon, Serial No. 1502-189921 automobile allegedly purchased by William Stiner and Gertrude Stiner from Killion Motors, or any transaction involving the same.

The purpose of these depositions is to aid in the preparation of a Reply by plaintiff to defendant's Answer and New Matter. These witnesses will also be interrogated as to their knowledge of the identity and whereabouts of other witnesses having information relevant to this action.

William M. Smith  
Attorney for Commercial Credit Corp.,  
Plaintiff

DATED: January 24, 1961

Service accepted by copy this 30<sup>th</sup> day of  
January 1961 Smith Smith & Work by  
Joseph P. Work

B. M. C. on Remind  
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNA.  
No. 120 November Term, 1960  
In Assumpsit

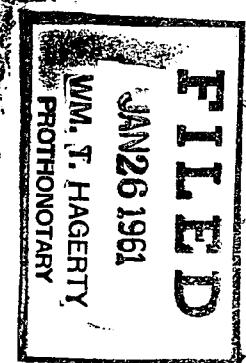
COMMERCIAL CREDIT CORP.

VS.

WILLIAM STINER  
GERTRUDE STINER

NOTICE OF TAKING OF ORAL  
DEPOSITIONS

5/8/61  
(e)  
Copy sent



FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLEFONTE, PENNSYLVANIA

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

## MOTION FOR PRODUCTION OF DOCUMENTS & RIGHT OF INSPECTION

TO THE HONORABLE J. J. PENTZ,  
President Judge of Said Court:

AND NOW, January 10, 1961, Commercial Credit Corporation, plaintiff, by its attorney, \_\_\_\_\_, moves the Court for an order directing WILLIAM STINER and GERTRUDE STINER, defendants herein, to produce and permit the inspection of tangible things, pursuant to Pa. R. C. P. No. 4009 (1) on February 10, 1961, at 10:00 A.M. at the Grand Jury Room, Clearfield County Court House, Clearfield, Pennsylvania.

The items to be produced for inspection are:

All receipts, agreements, releases, leases, assignments, cancelled checks, data and/or books of record relating to the alleged purchase of a 1960 Valiant 4-Door Station Wagon, Serial No. 1502-189921, by the Stiners from Killion Motors Company.

The said items are in the possession, custody or control  
of the said William Stiner and Gertrude Stiner.

The scope of the inspection will be as follows: visual inspection, copying and/or photocopying.

The inspection will be made by personnel of COMMERCIAL CREDIT CORPORATION and its attorneys.

*William Stiner*  
Attorney for COMMERCIAL CREDIT CORPORATION

ORDER OF COURT

AND NOW, January 26, 1961, WILLIAM STINER and GERTRUDE STINER are directed to produce and make available to COMMERCIAL CREDIT CORPORATION and its attorneys the following designated tangible things: Any receipts, agreements, releases, leases, assignments, cancelled checks, data and/or books of record relating to the alleged purchase of a 1960 Valiant 4-Door Station Wagon, Serial No. 1502-189921, in the possession, custody or control of William Stiner and Gertrude Stiner, for the purpose of examination, inspection and/or reproduction.

The said tangible things are to be produced at the Grand Jury Room, Clearfield County Court House, Clearfield County, Pennsylvania, at 10:00 A.M., February 10, 1961.

By the Court,

*John J. Peay*  
P. J.

Served accepted by copy this 26<sup>th</sup> day of  
January 1961 Smith Smith & Work by  
Joseph P. Work.

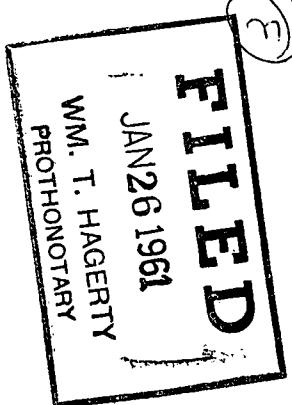
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
NO. 120, NOVEMBER TERM, 1960  
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

vs.

WILLIAM STINER and  
GERTRUDE STINER

MOTION FOR PRODUCTION  
OF DOCUMENTS & RIGHT  
OF INSPECTION



FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLEFONTE, PENNSYLVANIA

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

COMMERCIAL CREDIT CORPORATION      )  
    )  
    )      No. 120, November Term, 1960  
vs.                                      )  
    )  
WILLIAM STINER and GERTRUDE STINER      )      In Assumpsit

PETITION FOR EXTENSION OF TIME FOR FILING  
ANSWER TO NEW MATTER; ORDER OF COURT

TO THE HONORABLE JOHN J. PENTZ,  
President Judge of said Court:

The Petition of Plaintiff above, Commercial Credit  
Corporation respectfully represents:

1. Petitioner instituted suit against Defendants, in  
assumpsit, based upon a commercial instrument executed by the  
Defendants to Killion Motors Company, and purchased by Plaintiff  
from said Killion Motors Company for the consideration of Two  
Hundred Five Hundred Ninety-Nine Dollars and Twenty Cents  
(\$2,599.20). Defendants defaulted in repayment of the money.

2. Defendants, in their New Matter, deny liability on  
said instrument, alleging, *inter alia*, that said instrument was  
procured by fraud practiced upon them by Al Pyle, agent of Killion  
Motors, and that Defendants received no consideration therefor.

3. Petitioner has no personal knowledge of any fraud  
practiced upon Defendants and Petitioner did not participate in  
any of the transactions set forth in said New Matter, but said  
transactions occurred between the Defendants and other persons.

4. It will be necessary for Petitioners to proceed by  
Discovery Proceedings and further investigation, in order to

acquire the information necessary to make specific Answer to said  
New Matter.

WHEREFORE, your Petitioner respectfully prays your Honorable Court to enter an order extending the time for the filing of an Answer to said New Matter for a period of twenty (20) days subsequent to the completion of said Discovery Proceedings.

William D. Fife  
Attorney for Plaintiff

Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
 COUNTY OF CENTRE )

C. B. McLAUGHLIN, being duly sworn according to law, deposes and says that he is Assistant Treasurer of Commercial Credit Corporation with place of business in Altoona, Blair County, Pennsylvania, a corporation, and as such is authorized to take this affidavit, that he is personally acquainted with the facts set forth in the foregoing Petition, and that the same are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed )  
before me this 3<sup>rd</sup> DAY )  
of January, 1961. )

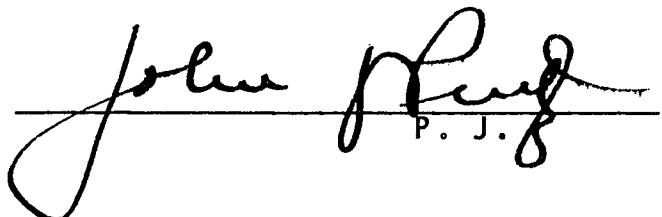
Celia M. Lucas  
CELIA M. LUCAS, Notary Public  
BELLEFONTE, CENTRE CO., PA.  
My Commission expires Mar. 3, 1963

C.B. McLaughlin

ORDER OF COURT

AND NOW, this 16 day of January, 1961, upon consideration of the within Petition, the time for the filing of a responsive Answer to the New Matter of Defendant in the above matter, is extended for a period of twenty (20) days subsequent to the completion of Discovery Proceedings which shall be initiated by the Plaintiff within ten (10) days from the date of this Order of Court.

By the Court,

  
John P. J.

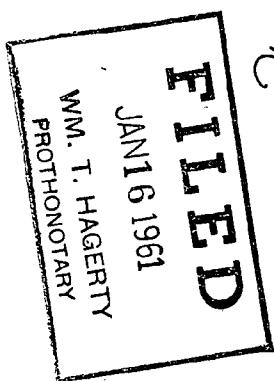
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 120, November Term, 1960  
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

VS.

WILLIAM STINER and GERTRUDE STINER

PETITION FOR EXTENSION OF TIME  
FOR FILING ANSWER TO NEW MATTER;  
ORDER OF COURT



FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLEFONTE, PENNSYLVANIA

2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION : :

VS : No. 120 November Term, 1960

WILLIAM STINER and GERTRUDE : In Assumpsit  
STINER : :

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

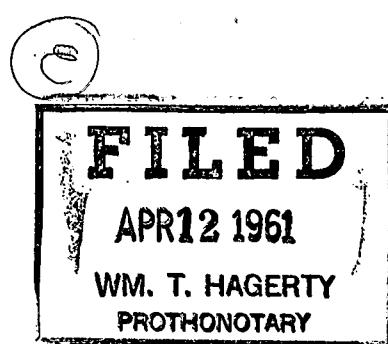
SIR:

Place the above case on the trial list for the next term  
of court.

SMITH, SMITH & WORK

BY   
Attys. for Defendants

Dated: April 12, 1961



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

COMMERCIAL CREDIT CORPORATION :

vs. :: No. 120, November Term, 1960

WILLIAM STINER and GERTRUDE STINER : In Assumpsit

REPLY TO NEW MATTER

(1). Plaintiff admits that Defendants purchased the car identified in Plaintiff's Complaint, but whether said car was actually purchased on June 17, 1960 or on June 22, 1960, is not known to Plaintiff. Plaintiff admits that Defendants traded in a Ford car, but denies that said car had a value of \$1,422.00, in further answer thereto alleges that Defendants' equity in said car was only \$452.70; Plaintiff further denies that the loan secured from the Houtzdale Bank constituted further consideration; and in further answer Plaintiff alleges that Defendants executed commercial paper, in the nature of a lease, Plaintiff's Exhibit "A", to Killion Motors, in the amount of \$2,599.20, which lease was assigned by Killion Motors to Plaintiff, Plaintiff paying therefor the said consideration of \$2,599.20.

(2). Admitted that Defendants executed a Bailment Lease with Killion Motors Company which was assigned to the Houtzdale Bank; Plaintiff has no knowledge as to whether said lease was assigned on the same date as that of the transaction; admitted that Defendants secured title to said vehicle with encumbrance in favor of Houtzdale Bank.

(3). Admitted.

(4). It is denied that Defendants purchased said car and paid therefor by moneys advanced by the Houtzdale Bank. In further answer thereto, Plaintiff alleges that under a Floor Plan with Killion Motors, said Killion Motors was authorized to deliver title to said car to Defendants upon assignment by Killion Motors of said lease agreement, Plaintiff's Exhibit "A".

(5) Plaintiff denies that Defendants received no consideration from either Killion Motors or Commercial Credit Corporation; in further answer Plaintiff alleges that the delivery of said automobile, which was on Floor Plan, and the execution by Defendants of the lease to Killion Motors and its assignment to Plaintiff, constituted such consideration.

(6). Plaintiff denies that it had constituted Killion Motors its agent, to sell said cars, and denies that it had placed said Killion Motors in any position to perpetrate the fraud alleged by defendants. Plaintiff denies that it is bound by the acts of Killion Motors or that it had any prior knowledge of the sale of such cars or that it approved of such sales.

FLEMING & LITKE

by Killion & Litke  
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA : : SS:  
COUNTY OF CENTRE : :

C. B. McLAUGHLIN, being duly sworn according to law, deposes and says that he is Assistant Treasurer of Commercial Credit Corporation with place of business in Altoona, Blair County, Pennsylvania, a corporation, and as such is authorized to take this affidavit, that he is personally acquainted with the facts set forth in the foregoing Reply and that the same are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed  
before me this 7th day  
of April, 1961

Celia M. Lucas

CELIA M. LUCAS, Notary Public  
BELLEFONTE, CENTRE CO., PA.  
My Commission expires Mar. 3, 1963

C.B. McLaughlin

Service accepted and copy received 4/10/61

W. H. Smith  
Atty to W.H.

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNA.  
No. 120, November Term, 1960

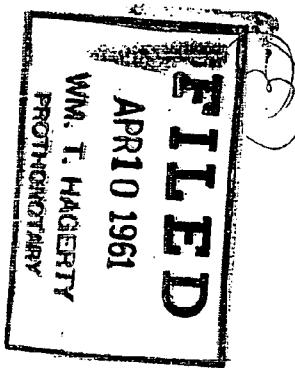
In Assumption

COMMERCIAL CREDIT CORP.

VS.

WILLIAM STINER and  
GERTRUDE STINER

REPLY TO NEW MATTER



W. Albert Ramey, Esq.  
Clearfield, Pennsylvania

FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLFONTE, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION :

VS

No. 120 November Term, 1960

WILLIAM STINER and GERTRUDE  
STINER

In Assumpsit

PRAECIPE FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

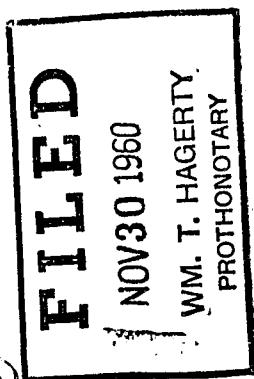
SIR:

Enter our appearance on behalf of the Defendants  
in the above entitled proceeding.

SMITH, SMITH & WORK

BY   
Attys. for Defendants

Dated: November 29, 1960



Dated: November 26, 1960

RECEIVED  
BY  
HAGERTY & HAGERTY  
ATTORNEYS  
FOR DEFENDANT

IN THE STATE OF CONNECTICUT

ENTER ON THE SUBSTANCE OF PAPER TO THE DEFENDANT  
SAYS:

TO WILLIAM T. HAGERTY, ATTORNEY TO

PLAINTIFF FOR PLAINTIFF

PLAINTIFF  
FOR PLAINTIFF  
IN THE STATE OF CONNECTICUT  
ON NOVEMBER 26, 1960

COMMERCIAL CREDIT CORPORATION

IN THE COURT OF COMMON PLEAS OF CLEVELAND COUNTY, CONNECTICUT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Commercial Credit Corporation : No. 120 November Term, 1960

vs

四

William Stiner and  
Gertrude Stiner

: Complaint In Assumpsit

NOW, November 28, 1960 at 1:30 o'clock P.M. service of the within  
Complaint In Assumpsit for William Stiner and Gertrude Stiner  
accepted by W. U. Smith, Smith, Smith & Work, Attorneys for the  
defendants.

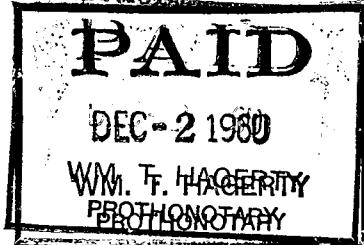
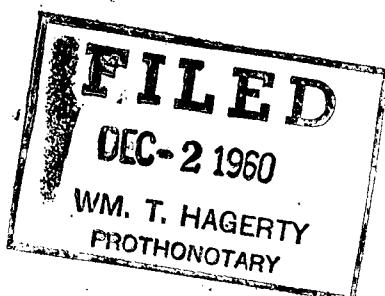
COSTS: Sheriff Ammerman \$3.00  
(Paid)

So answers,

Charles G. Ammerman  
CHARLES G. AMMERMAN  
Sheriff

Sworn to before me this 28th  
day of November A. D. 1960.

John J. Hagerty  
Prothonotary



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

COMMERCIAL CREDIT CORPORATION :  
VS. : No. 120 November Term, 1960  
WILLIAM STINER and GERTRUDE STINER : In Assumpsit

MOTION FOR JUDGMENT

TO THE HONORABLE JOHN PENTZ, President Judge of Said Court:

COMMERCIAL CREDIT CORPORATION, comes by its attorney, William W. Litke, Esquire, and moves the court for judgment on the pleadings and hereby assigns the following reasons therefor:

1. Paragraph 3 of the Answer admits the execution of the Lease Agreement which forms the basis of plaintiff's claim.
2. Although Paragraph 4 of the Answer pleads lack of consideration and fraud, no supporting facts are given.
3. Paragraph 5 of the Answer admits the defendant has made no payment to plaintiff, and pleads that defendant is not indebted to plaintiff, but no supporting facts are given.
4. Paragraph 6 of the Answer admits the plaintiff has demanded payment from the defendant, but denies that such demands are just, although no supporting facts are given.

5. Paragraph 7 of the Answer denies the defendant is indebted to plaintiff, but no supporting facts are given.

6. Although Paragraphs 4 and 6 of the "New Matter" in defendant's Answer plead fraud and lack of consideration, no supporting facts are given.

7. The Answer is argumentative, vague and indefinite and not responsive.

8. The Answer and New Matter are violative of the parol evidence rule.

WHEREFORE, plaintiff moves the Court to enter judgment in favor of the plaintiff and against the defendant.

Reuben H. Stelle  
Attorney for Plaintiff

R U L E      T O      S H O W      C A U S E

AND NOW, this 29 day of September, 1961, upon  
consideration of the within Motion, a rule is hereby entered upon  
defendant to show cause why judgment should not be entered as  
prayed for.

Returnable the \_\_\_\_\_ day of See Log, 1961, M.  
at \_\_\_\_\_.

By the Court,

By the Court,  
  
John P. Read  
P. J.

Service Acct'd and copy mailed  
9/22/61

W. H. L. H.  
atty for Def.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA.  
No. 120 November Term, 1960

In Assumpsit

COMMERCIAL CREDIT CORP.

VS.

WILLIAM STINER and  
GERTRUDE STINER

MOTION FOR JUDGMENT

FLEMING & LITKE

ATTORNEYS AT LAW  
BELLIEFONTE, PENNSYLVANIA

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

COMMERCIAL CREDIT CORPORATION :

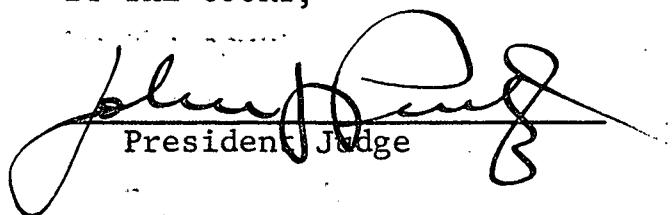
-vs- : No. 120 November Term, 1960

WILLIAM STINER and  
GERTRUDE STINER

O R D E R

NOW, January 17, 1962, for the reasons set forth  
in Opinion filed in Commercial Credit Corporation vs. Paul L. Pry,  
to No. 119 November Term, 1960, the motion for judgment on the  
pleadings refused, and defendant to file an amendment to the  
New Matter within twenty (20) days from the date hereof.  
Exception noted.

BY THE COURT,

  
John H. Pendleton  
President Judge

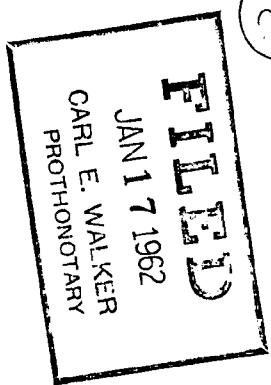
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 120 November Term, 1960

COMMERCIAL CREDIT CORPORATION

-vs-

WILLIAM STINER and  
GERTRUDE STINER

O R D E R



JOHN J. PENTZ

PRESIDENT JUDGE

CLEARFIELD, PENNSYLVANIA

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

COMMERCIAL CREDIT CORPORATION      }

    Vs.      }

No. 120 November Term, 1960

WILLIAM STINER and      }  
GERTRUDE STINER      )

In Assumpsit

REPLY TO AMENDED ANSWER AND NEW MATTER

AND NOW, comes the plaintiff by its attorneys, Fleming and Litke, Esqs., and makes Reply to defendants' amended answer and new matter, as follows:

(7) After reasonable investigation, plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph (7) of the Amended Answer and New Matter and the said averments are therefore denied. Plaintiff demands proof thereof at the trial of this case.

(8) Plaintiff after reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph (8) of the Amended Answer and New Matter, and the said averments are therefore denied. Plaintiff demands proof thereof at the trial of this case. However, by way of further Reply, plaintiff avers that even if the averments of Paragraph (8) are true, the defendants were not justified in relying on the representations alleged and was defrauded by their own neglect of duty in executing such papers under such circumstances, and in not determining for themselves the truth or falsity of such representations or taking any care or precaution to see that said representations were true and/or fulfilled and that they were not defrauded.

(9) Plaintiff after reasonable investigation is with-

out knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph (9) of the Amended Answer and New Matter, and the said averments are therefore denied. Plaintiff demands proof thereof at the trial of this case. However, by way of further Reply, plaintiff avers that even if the averments of Paragraph (9) are true, the defendants were not justified in relying on the representations alleged and was defrauded by their own neglect of duty in executing such papers under such circumstances, and in not determining for themselves the truth or falsity of such representations or taking any care or precaution to see that said representations were true and/or fulfilled and that they were not defrauded.

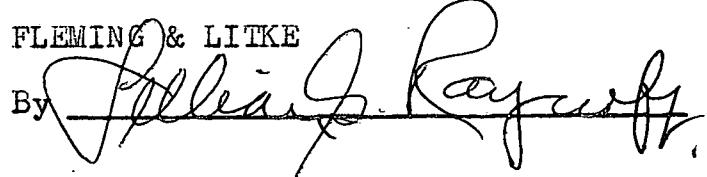
(10) After reasonable investigation plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph (10) of the Amended Answer and New Matter, and the said averments are therefore denied. Plaintiff demands proof thereof at the trial of this case.

(11) In all other respects the averments of the Reply to New Matter, as previously filed are herein incorporated and reaverred.

WHEREFORE, plaintiff claims judgment against the defendant as prayed for in the Complaint.

FLEMING & LITKE

By



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Centre } SS:

Before me, the undersigned, personally appeared C. B. McLAUGHLIN, Office Manager, of the Altoona Branch, COMMERCIAL CREDIT CORPORATION, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Reply to Amended Answer and New Matter are true and correct to the best of hiw knowledge, information and belief.

Sworn to and subscribed  
before me this 27<sup>th</sup> day  
of March, 1962. }

Celia M. Lucas }

C B McLaughlin

CELIA M. LUCAS, Notary Public  
BELLEPONTE, CENTRE CO. PA.  
My Commission expires Mar. 3, 1963

Service accepted by copy March 27, 1962  
Smith Smith & Work  
by Joseph P. Work

In the Court of Common Pleas  
of Clearfield County, Pa.  
No. 120 November Term, 1960

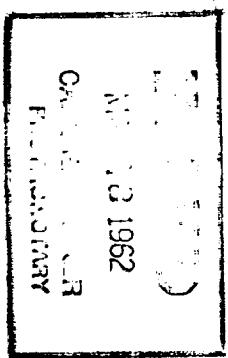
COMMERCIAL CREDIT CORP.

vs.

WILLIAM STINER and  
GERTRUDE STINER

REPLY TO AMENDED ANSWER

AND NEW MATTER



FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLEFONTE, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION :

VS :

No. 120 Nov. Term, 1960

WILLIAM STINER and GERTRUDE STINER :

In Assumpsit

A N S W E R

(1). The averment of Paragraph 1 is admitted.

(2). The averment of Paragraph 2 is admitted.

(3). The averments of Paragraph 3 are denied. In answer thereto, it is averred on June 17, 1960, the said Defendants did purchase a car identified in Paragraph 3 from Killion Motors Company, and secured the money for purchase by trading in a Ford which they then owned and with a value of \$1422.00, and by borrowing from the Houtzdale Bank the sum of \$2381.74. It is further averred that the Defendants did execute plaintiff's Exhibit A, but the same execution was secured through fraud as will be averred more particularly under New Matter and there was no consideration therefor.

(4). After Defendants had purchased the above referred to car and paid therefor by money advanced by the Houtzdale Bank, and after the original Bailment Lease had been assigned to the Houtzdale Bank, Lillion Motors, through its agent or employee, Al Pyle, secured Defendants' execution of additional bailment leases by fraud and for no consideration, the exact nature of which the Defendants cannot recall, but they aver that they believe the said Al Pyle through trick, device and fraud secured, unknown to them, their execution of more than one bailment lease and that he later assigned the additional copies to Plaintiff herein.

(5). It is admitted the Defendants have made no payments to Plaintiff. It is averred, however, that is because they are

not indebted to Plaintiff, and it is further averred that Defendants have made all payments required of them under their obligation for this car to the Houtzdale Bank, the party entitled to said payments.

(6). It is admitted the Plaintiff has demanded payment from Defendants, but it is denied said demands are just.

(7). It is denied the said Defendants are indebted to Plaintiff.

NEW MATTER

(1). It is averred on June 17, 1960, Defendants purchased from Killion Motors Company of Philipsburg, Pennsylvania, the car identified in Plaintiff's Complaint. As consideration therefor, the Defendant traded-in a Ford car which had a value of \$1422.00, and secured a loan from the Houtzdale Bank in the amount of \$2381.74.

(2). At the time of this transaction, the Defendants executed a Bailment Lease with Killion Motors Company which was assigned on the same date to the Houtzdale Bank. As a result of said assignment, the Defendants secured a title for said motor vehicle in their names with an encumbrance noted in favor of the Houtzdale Bank on August 1, 1960.

(3). The Defendants have been making all payments as required to and through the Houtzdale Bank.

(4). After Defendants had purchased this car and paid therefor by money advanced by the Houtzdale Bank, and after the original Bailment Lease had been assigned to the Houtzdale Bank, Killion Motors, through its agent or employee, Al Pyle, secured Defendants' execution of additional bailment leases by fraud and for no consideration, the exact nature of which the Defendants cannot recall, but they aver that they believe the said Al Pyle through trick, device and fraud secured, unknown to them, their

execution of more than one bailment lease, and that he later assigned the additional copies to Plaintiff herein.

(5). The Defendants received no consideration or any other benefit from either Killion Motors or Commercial Credit Corporation and, therefore, said contract, in addition to being invalid because of fraud, is also invalid because of lack of consideration.

(6). Plaintiff placed these cars with Killion Motors and under the terms of an agreement, the exact nature of which is unknown to the Defendants, the Defendants believe and, therefore, aver that the Plaintiff constituted Killion Motors its agent to sell said cars and placed the said Killion Motors in position to perpetrate said fraud. As such, Plaintiff is bound by the acts of Killion Motors. Further, Plaintiff prior to this transaction had knowledge, through its agents and employees, that Killion Motors was selling these cars and approved of said sales.

WHEREFORE, Defendants deny they are indebted to Plaintiff.

SMITH, SMITH & WORK

BY   
Atty's. for Defendants

STATE OF PENNSYLVANIA:  
SS  
COUNTY OF CLEARFIELD :

WILLIAM STINER and GERTRUDE STINER, being duly sworn according to law, depose and say the facts set forth in the foregoing Answer and New Matter are true and correct to the best of their knowledge, information and belief.

William Stiner  
(William Stiner)

Gertrude Stiner  
(Gertrude Stiner)

Sworn and subscribed to  
before me this 19<sup>th</sup> day  
of December, 1960.

Mrs. Mildred B. Ginder  
NOTARY PUBLIC  
My Commission Expires  
JANUARY 7, 1963

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 120 November Term, 1960  
In Assumpsit

COMMERCIAL CREDIT CORP.

VS.

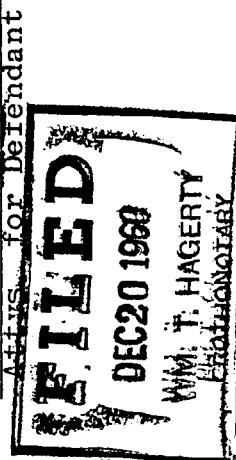
WILLIAM STINER and GERTRUDE  
STINER

ANSWER and NEW MATTER

TO THE WITHIN PLAINTIFF:

You are hereby required to  
file defensive pleadings to  
the within New Matter within  
twenty days from service here-  
of.

SMITH, SMITH & WORK  
BY *W. T. HAGERTY*  
ATTY VS. for Defendant



SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

Dec 27, 1960 - Service accepted  
Statement of cause  
Copy for [Signature]

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

COMMERCIAL CREDIT CORPORATION :  
VS. : No. 120 November Term,  
: 1960  
WILLIAM STINER and GERTRUDE STINER : In Assumpsit

AMENDED ANSWER AND NEW MATTER

NOW, come the Defendants, and in conformity with the Order of Court dated January 17th amend Defendants' answer and new matter to add the following:

(7). The Defendants deny that they executed Plaintiff's Exhibit A and hereby amend and delete paragraph (3) of their answer as hereinbefore filed to aver that the signatures appearing on Plaintiff's Exhibit A are forged and are not the signatures of either of Defendants.

(8). The fraud hereinbefore referred to perpetrated by the Killion Motors Company through its agents or employee hereinbefore referred to consisted in some or all of the following representations:

A. The Killion Motors Company through its agent or employee hereinbefore referred to represented to the Defendants that additional leases must be signed so that Defendants would have a completed copy. That said additional leases would be returned to the Defendants as required by the Motor Vehicle Sales Finance Act when completed.

B. Killion Motors Company through its agent or employee hereinbefore referred to represented that the lease would be financed as agreed between the parties at the Houtzdale

Bank and any additional executed leases would be destroyed.

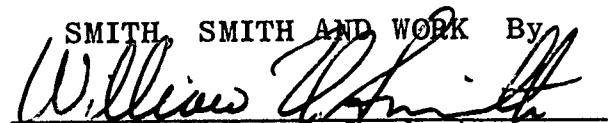
C. Killion Motors Company through its agent or employee hereinbefore referred to represented to Defendants that the additional papers which it required Defendants to execute were documents necessary to secure title to the motor vehicle hereinbefore referred to or to pay taxes upon the transfer of the same, or were necessary to complete the records of Killion Motors Company and were not additional bailment leases or other financial obligations.

(9). The fraud hereinbefore referred to perpetrated by the Killion Motors Company through its agent or employee hereinbefore referred to consisted of the following devices: Killion Motors Company through its agent or employee hereinbefore referred to would incorrectly complete a bailment lease, would spill ink thereon or would transfer the same to a desk drawer and then represent to Defendants that because of the occurrences of the aforementioned happenings a new lease must be executed.

(10). Killion Motors Company through its agent or employee hereinbefore referred to at the time of such representations knew that said representations were false and at the time of said devices intended to and did in fact defraud the Defendants by securing the execution of one or more bailment leases intending thereby to defraud the Defendants.

(11). In all other respects the averments of the answer and new matter as previously filed are herein incorporated and reaverred.

WHEREFORE, Defendants deny that they are indebted to the Plaintiff in any sum.

SMITH, SMITH AND WORK By  
  
Attorneys for Defendants

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD:

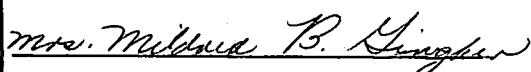
WILLIAM U. SMITH, being duly sworn according to law, deposes and says he is the Attorney for the within Defendants, and the facts set forth in the foregoing Amended Answer and New Matter are true and correct to the best of his knowledge, information and belief.



Sworn and subscribed to

before me this 28th day

of February, 1962.



**NOTARY PUBLIC**  
My Commission Expires  
JANUARY 7, 1968

March 1  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 120 November Term, 1960  
In Assumpsit

COMMERCIAL CREDIT CORPORATION

VS.

WILLIAM STINER AND GERTRUDE  
STINER

AMENDED ANSWER AND NEW  
MATTER

To the within Plaintiff:

You are hereby notified to  
plead to the within amended  
answer and new matter within  
twenty days from the service  
hereof.

SMITH, SMITH, AND WORK  
By *William J. Smith*  
Attorneys for Defendants  
110 23 1962  
CLEARFIELD,  
PAUL J. SMITH  
PROBATE ATTORNEY  
SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

Legal-over Margin

3/2/62 - Service accepted  
(C. Almont, Receiver,  
City for 48)

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

COMMERCIAL CREDIT CORPORATION )  
vs. ) No. 120, 2nd Term, 1960  
WILLIAM STINER and GERTRUDE STINER ) IN ASSUMPSIT

COMPLAINT

1. The Plaintiff herein is Commercial Credit Corporation, a corporation with place of business at 217 East Plank Road, Altoona, Blair County, Pennsylvania.

2. The Defendants herein are William Stiner and Gertrude Stiner, of R. D. Pottersdale, Clearfield County, Pennsylvania.

3. On June 22, 1960, Defendants, William Stiner and Gertrude Stiner, purchased a 1960 Valiant (made by Chrysler) 4-door Station Wagon, Serial No. 1502-189921, from Killion Motors, Clearfield, Pennsylvania, and executed to said Killion Motors, as security for the financing of said purchase, a Lease Agreement, in the sum of \$2,599.20, payable in thirty-six (36) monthly instalments of \$72.20 each, the first instalment payable August 10, 1960. A true and correct copy of said agreement is hereto attached and marked "Plaintiff's Exhibit A".

4. On June 28, 1960, Plaintiff, Commercial Credit Corporation, purchased said obligation (Plaintiff's Exhibit A) of Defendants, William Stiner and Gertrude Stiner, and paid to Killion Motors in consideration therefor the sum of \$2,126.60, which amount includes \$86.60 for Pennsylvania Sales Tax and the title and tag transfer fee,

and Plaintiff also assumed and paid the car insurance premium set forth in said agreement. Said Killion Motors assigned said agreement of Defendants to Plaintiff for the consideration aforesaid.

5. Defendants have failed to pay the said monthly payments and are now in default of the entire sum of said transaction, namely, \$2,599.20, together with default charges thereon, as provided in said agreement, Plaintiff's Exhibit A.

6. Although Plaintiff has repeatedly demanded payment of said moneys due, Defendants have refused and continue to persist in their refusal to make payment under the terms of said agreement.

7. Plaintiff alleges that the entire amount of said obligation, \$2,599.20, together with default charges thereon, is due and payable and Plaintiff is entitled thereto.

WHEREFORE, Plaintiff brings this suit to recover judgment for said sum, \$2,599.20, together with said charges thereon.

COMMONWEALTH OF PENNSYLVANIA) SS: Attorneys for Plaintiff  
COUNTY OF CENTRE )

C. B. McLAUGHLIN, being duly sworn according to law, deposes and says that he is Assistant Treasurer of Commercial Credit Corporation, with place of business in Altoona, Blair County, Pa., a corporation, and as such is authorized to take this affidavit, that he is personally acquainted with the facts set forth in the foregoing Complaint, and that the same are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed)  
before me this 8<sup>th</sup> day )  
of November, 1960.)

Celia M. Lucas )

C. B. McLaughlin

Celia M. Lucas, Notary Public  
BELLFONTE, CENTRE CO., PA.

My Commission expires Mar. 3, 1963



Nov 11/28/60 service accepted and copy  
received

*W. H. Smith  
Atty to Ref*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNA.  
No. 20, 722, 1960  
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

vs.

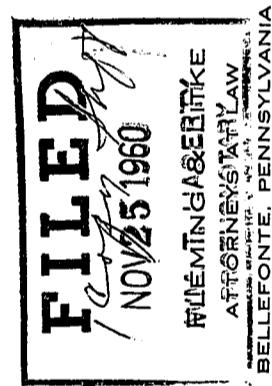
WILLIAM STINER  
GERTRUDE STINER

COMPLAINT

To the within named defendants:

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

*William J. Smith*  
Attorneys for Plaintiff



*Atty*