

DOCKET NO. 173

NUMBER	TERM	YEAR
<u>120</u>	<u>November</u>	<u>1960</u>

Commercial Credit Corporation

VERSUS

William Stiner

Gertrude Stiner

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

COMMERCIAL CREDIT CORP. :
VS. : No. 120, November Term, 1960
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 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 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.



Attorney for Commercial Credit Corp.,
Plaintiff

DATED: *January 24, 1961*

COPY

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

COMMERCIAL CREDIT CORP.

vs.

WILLIAM STINER
GERTRUDE STINER

NOTICE OF TAKING OF ORAL
DEPOSITIONS

I heretofore depose that the foregoing is a true and
attested copy of the original statement
filed in this case.

Attest: [Signature]
Notary Public

FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

COPY

4011

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

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

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	Richard Petrovich, Philipsburg, Pa.
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.



Attorney for Commercial Credit Corp.,
Plaintiff

DATED: *January 24, 1961*

Served accepted by copy this 26th day of
January 1961 Smith Smith & Wash by
Joseph P. Wash

13+ Mc-C. vs. Downing

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

5/18/61
1 copy kept
(3)

FILED
JAN 26 1961
WM. T. HAGERTY
PROTHONOTARY

FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

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

COMMERCIAL CREDIT CORPORATION)	
)	
vs.)	No. 120, NOVEMBER TERM, 1960
)	
WILLIAM STINER and GERTRUDE STINER)	IN ASSUMPSIT

MOTION FOR PRODUCTION OF DOCUMENTS & RIGHT OF INSPECTION

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

AND NOW, January __, 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.

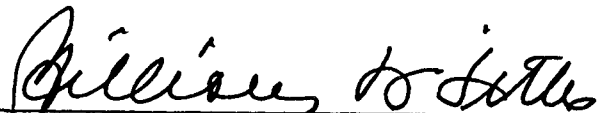
The items to be produced for inspection are:

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.

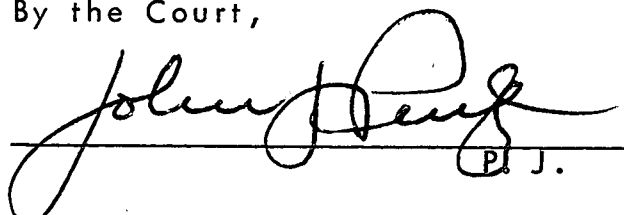

Attorney for COMMERCIAL CREDIT CORPORATION

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,


P. J.

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

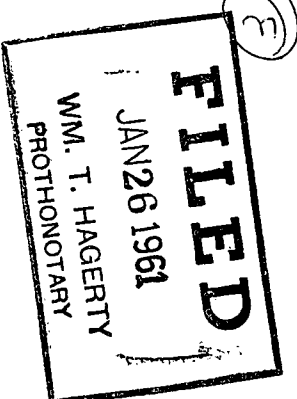
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 120, NOVEMBER TERM, 1960
IN ASSUMPSIT

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
)
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.

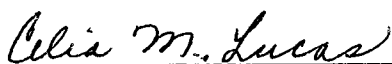
WHEREFORE, your Petitioner respectfully prays your Honorable Court to enter an order extending the time for the filing of an Answer to said New Matter for a period of twenty (20) days subsequent to the completion of said Discovery Proceedings.


Attorney for Plaintiff

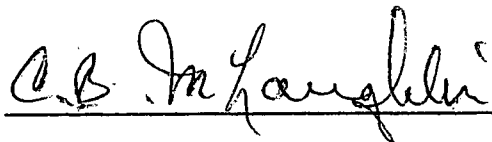
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

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 3rd DAY)
of January, 1961.)



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



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 R. King

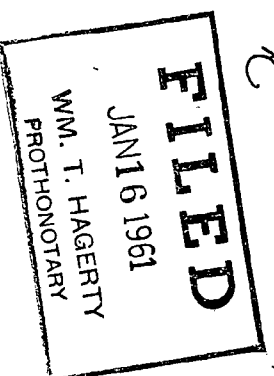
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 120, November Term, 1960
IN ASSUMPSIT

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

WILLIAM STINER and GERTRUDE
STINER

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:
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:
:

No. 120 November Term, 1960

In Assumpsit

P R A E C I P E

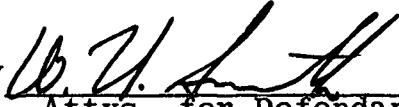
TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

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

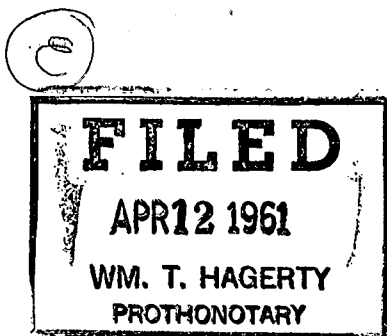
SMITH, SMITH & WORK

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 *William B. 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, Penn-
sylvania, 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

C. B. McLaughlin

Celia M. Lucas

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

Service accepted and copy received 4/10/61
W. U. Smith
att. to Rff

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNA. No. 120, November Term, 1960 <u>In Assumpsit</u>	COMMERCIAL CREDIT CORP.	VS.	WILLIAM STINER and GERTRUDE STINER	REPLY TO NEW MATTER	<div>FILED APR 10 1961 WM. T. HAGERTY PROTHONOTARY</div> <div>W. Albert Ramey, Esq. Clearfield, Pennsylvania</div> <div>FLEMING & LITKE ATTORNEYS AT LAW BELLEFONTE, PENNSYLVANIA</div>
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION

VS

WILLIAM STINER and GERTRUDE
STINER

:
:
:
:
:
:

No. 120 November Term, 1960

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

FILED
NOV 30 1960
WM. T. HAGERTY
PROTHONOTARY

Dated: November 28, 1960

Attys. for Defendants
BY *[Signature]*
SMITH, SMITH & MORGAN

In the above entitled proceeding.

Enter our appearance on behalf of the Defendants

SUB:

TO WILLIAM T. HAGERTY, PROTHONOTARY

PRECEPTE FOR APPEARANCE

SLIMES
WILLIAM SLIMES and CERTITUDE

AS

COMMERCIAL CREDIT CORPORATION

In and to wit:

Do. 150 November Term, 1960

IN THE COURT OF COMMON PLEAS OF CLEVELAND COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Commercial Credit Corporation : No. 120 November Term, 1960

vs

William Stiner and
Gertrude Stiner

:

: Complaint In Assumpsit

(\$SHERIFF'S RETURN)

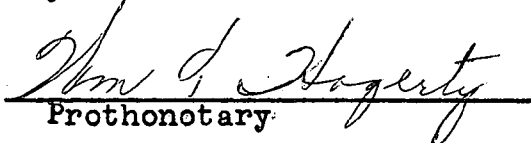
NOW, November 28, 1960 at 1:30 o'clock P.M. service of the within
Complaint In Assumpsit for William Stiner and Gertrude Stiner
accepted by W. U. Smith, Smith, Smith & Work, Attorneys for the
defendants.

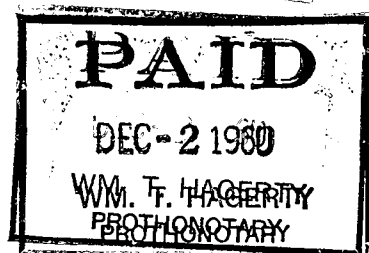
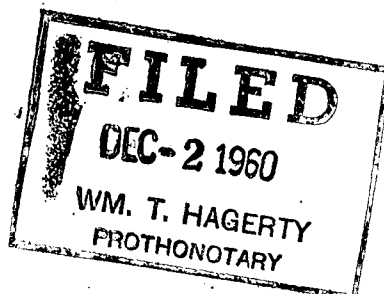
COSTS: Sheriff Ammerman \$3.00
(Paid)

So answers,


CHARLES G. AMMERMAN
Sheriff

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


Prothonotary



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

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

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.


Attorney for Plaintiff

RULE TO SHOW CAUSE

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.

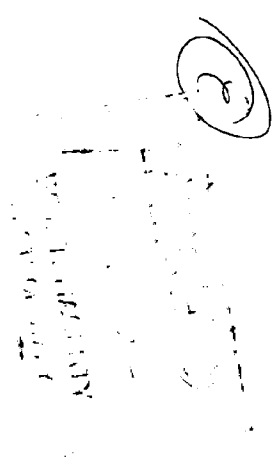
Returnable the ____ day of See last, 1961, ____ M.
at _____.

By the Court,

John Reed
P. J.

Service accepted and copy received
9/22/41

W. H. L. H.
att'y 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	
<div> W. H. L. H. att'y for Def.</div> <div>FLEMING & LITKE ATTORNEYS AT LAW BELLEFONTE, PENNSYLVANIA</div>	

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

COMMERCIAL CREDIT CORPORATION :

-vs- :

No. 120 November Term, 1960

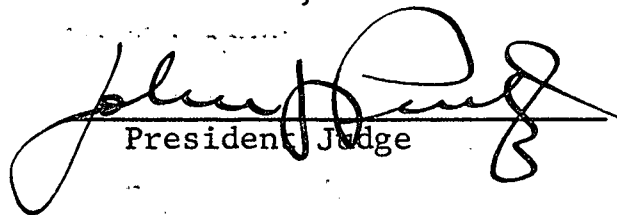
WILLIAM STINER and
GERTRUDE STINER

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,


President Judge

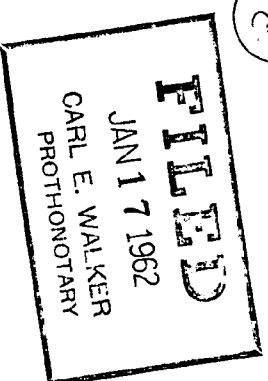
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 120 November Term, 1960

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.)

WILLIAM STINER and
GERTRUDE STINER)

No. 120 November Term, 1960

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.

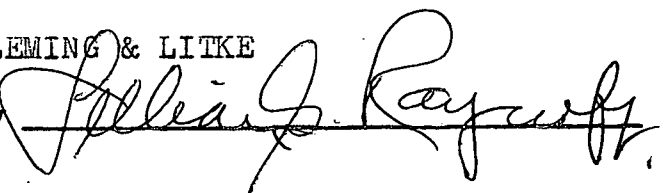
(10) After reasonable investigation plaintiff is without knowledge or information sufficient to form a belief as to the truth of the averments of Paragraph (10) of the Amended Answer and New Matter, and the said averments are therefore denied. Plaintiff demands proof thereof at the trial of this case.

(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 27th day
of march, 1962.

Celia M. Lucas

C B McLaughlin

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

Term accepted by copy March 22, 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

FILED
MAR 23 1962
CLERK OF COURT
CLEARFIELD COUNTY

FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION

VS

WILLIAM STINER and GERTRUDE STINER

No. 120 Nov. Term, 1960

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 W. U. Smith
Attys. for Defendants

STATE OF PENNSYLVANIA: SS
COUNTY OF CLEARFIELD :

WILLIAM STINER and GERTRUDE STINER, being uly 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 19th day
of December, 1960.

Mrs. Mildred S. Gingles

NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

Dec 27, 1960 - Service accepted
William H. Smith
Attorney for Defendant

Lap-over Margin

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 <i>W. H. Smith</i> Attys. for Defendant FILED DEC 20 1960 Wm. T. HAGERTY PROTHONOTARY SMITH, SMITH & WORK ATTORNEYS-AT-LAW CLEARFIELD, PA.
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

COMMERCIAL CREDIT CORPORATION	:	
	:	No. 120 November Term,
VS.	:	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.

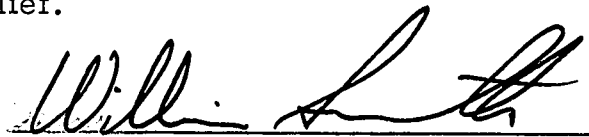
SMITH, SMITH AND WORK By

Attorneys for Defendants

STATE OF PENNSYLVANIA:

SS

COUNTY OF CLEARFIELD:

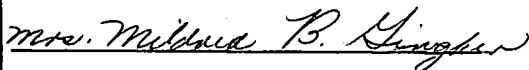
WILLIAM U. SMITH, being duly sworn according to law, deposes and says he is the Attorney for the within Defendants, and the facts set forth in the foregoing Amended Answer and New Matter are true and correct to the best of his knowledge, information and belief.



Sworn and subscribed to

before me this 28th day

of February, 1962.



NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1968

3/2/62 - Term accepted
at Court Room,
City for 29

Lap-over Margin

Remedy

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

COMMERCIAL CREDIT CORPORATION

VS.

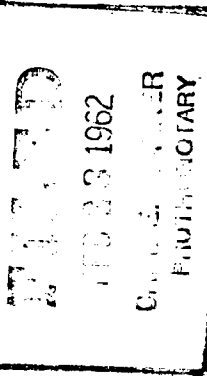
WILLIAM STINER AND GERTRUDE
STINER

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 WORKS
By *William Stiner*
Attorneys for Defendants



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

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

COMMERCIAL CREDIT CORPORATION)

vs.)

WILLIAM STINER and GERTRUDE STINER)

No. 120, Ans Term, 19

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)
COUNTY OF CENTRE)

SS: William R. Little
Attorneys for Plaintiff

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 8th day)
of November, 1960.)

Celia M. Lucas)

C. B. McLaughlin

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

CLEARFIELD PA 6-22-1960
(City and State) (Date)

LEASE

Trans. No. 282

AVOID MISTAKE—FILL OUT COMPLETELY

Between WILLIAM H. STINE (Prior Lessee's Name) R. D. BOTTICELLI (No., Street, Route or Box) PA (City or Town) (County) (State)
And KILLIAN MOTORS (Dealer's Name) CLEARFIELD PA (Give Correct Legal Address) (City) (State)

Lessee (meaning all of undersigned, jointly and severally) hereby leases from Lessor on the terms and conditions set forth below and on the reverse side hereof, and Lessee acknowledges delivery, examination and acceptance of the motor vehicle and equipment (herein called "Car") described below, in its present condition. Lessee agrees to pay the Rental Time Balance provided herein to the order of Lessor at the office of Commercial Credit Corporation at _____ in monthly payments or unequal payments as provided herein.

Make	No. Cylinders	Model No.	Model Name	Yr. Mod.	N/U.	Serial Number	Motor Number	Body Type
VALIANT	4	100	Suburban	61	N	1202187921		4Dr
Radio	Power	Yes	Power	Yes	Power	Yes	Power	Yes
Equipment:	Regular	Automatic	Mech.	Power	Mech.	Power	Yes	No

Car will be kept at No. _____ (Street), _____ (City), _____ (County), _____ (State).
Lessee agrees not to remove Car permanently from the filing district in which said address is located without the written consent of Lessor.

RECORD OF TRANSACTION

The insurance below does not cover liability for injury to persons or damage to property of others.

(Check Insurance Coverage)

Fire and Broad Form Theft ☒
Comprehensive ☒
Collision Additional Coverage ☒
Deductible Collision ☒
Towing and Labor Costs: Max. \$25 for each. ☒
Extent of Coverage: Actual Cash Value, Loss Payable to Lessor and Lessee as interests may appear.
Expires: _____ months after date of Lease.
Credit Life Insurance ☐
Extent of Coverage: Unpaid Portion of Time Balance Payable to Holder or if Prepaid and not Cancelled Unmatured Portion of Time Balance.
Expires: Due date of final instalment unless cancelled on prepayment.

The term of this Lease is from date hereof until due date of final instalment, unless sooner determined. At expiration hereof, Lessee agrees to surrender Car to Lessor in good condition. After surrender of Car to Lessor, Lessee may, at his option, purchase the same upon a further payment to Lessor of One Dollar, providing all conditions of this Lease have been complied with, and all rentals or renewals have been properly paid.

Confession of Judgment: If any instalments herein provided for are not paid when due, either by lapse, acceleration or otherwise, Lessee hereby empowers any attorney at law to appear for Lessee in any court in any State of the United States, except Indiana or New Mexico and waive issue and service of process, and confess judgment against Lessee in favor of Lessor for the amount of any unpaid instalments, together with default charges, costs of suit, attorney's fees and other costs permitted by law, together with all the remaining instalments yet to become due.

DESIGNATION OF INSURED

If the cost of Credit Life Insurance is included in the Rental Time Balance, Lessee designates the individual whose signature first appears below as the person to be covered thereby.

LESSOR Killian Motors (Seal) (Name of Dealer)
A. H. Pugh (Seal) (Signature of Owner, Officer or Firm Member)

1. Base Rent, including following accessories, etc. \$ 2492.21
2. Advance Rental: Cash \$ _____
Trade In: 8452.72
Make Ford Model No. 50N Year 58
Amount Owed on Trade In \$ _____
Lessee's Equity in Trade In \$ _____
Total Advance Rental \$ 452.72
3. Unpaid Balance \$ 2079.00
4. Car Insurance Premiums \$ 171.00
5. Life Insurance Premium \$ _____
6. Recording and Other Costs (Itemize) \$ _____
Tax + Title \$ 86.00
7. Principal Balance \$ 2317.10
8. Finance Charges for Rental Privilege \$ 282.10
9. Rental Time Balance \$ 2572.20
Payable (a) in 36 monthly instalments of \$ 72.20 each,
the first instalment payable Aug 1 (Month) (Day) (Year) 1960
and each successive instalment payable on the same date of each
and every month thereafter.
(If no date is inserted in blank, the first instalment is payable one month from date of Lease.)
or (b) (unequal payments) _____
until the Rental Time Balance is paid in full.

NOTICE TO LESSEE:

Do not sign this Lease in blank.
You are entitled to an exact copy of the Lease you sign.
Keep it to protect your legal rights.

LESSEE William Stine (Seal) (Lessee Sign Here)
Mrs. Gertrude Stine (Seal) (Co-Lessee, Owner, Officer or Firm Member)

Lessee acknowledges receipt of true, executed copy of this Lease at time of execution hereof:

DEALER'S ASSIGNMENT

FOR VALUE RECEIVED, and pursuant to the terms of Dealer's Assignment shown on the reverse side hereof, Undersigned hereby sells, assigns and transfers to Commercial Credit Corporation, its successors and assigns, the above Lease, and all of Undersigned's right, title and interest in and to the Car referred to therein, with power to take legal proceedings in the name of Undersigned or itself.

Commercial Credit Corporation is hereby authorized to correct patent errors in the Lease and all other papers executed, endorsed or assigned in connection therewith.

Signed and sealed this 22 day of June 1960
Killian Motors (Seal) (Dealer Sign Here)
A. H. Pugh (Seal) (Owner, Officer or Firm Member)

Now 11/25/60 service accepted and copy received

W. H. Smith
Atty. for Def.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. No. <u>120</u> , <u>Had</u> , 19 <u>60</u> 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.	
<div><div><div>FILED</div><div>NOV 25 1960</div><div>WILKINSON & BERTKE</div><div>ATTORNEYS AT LAW</div><div>BELLEFONTE, PENNSYLVANIA</div></div><div>230</div><div>H. S. Atty</div></div>	