

DOCKET NO. 173

NUMBER	TERM	YEAR
121	November	1960

Commercial Credit Corp.

VERSUS

Willomina Fetter

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION :

VS : No. 121 November Term, 1960

WILLOMINA FETTER : 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 April 29, 1960, the said Defendant did purchase the car identified in Paragraph 3 from Killion Motors Company, and secured the money for purchase by trading in a Plymouth which she then owed and by borrowing from the Houtzdale Bank the sum of \$2688.00. It is further averred that the Defendant 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 Defendant 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 sale-manager, Richard J. Petrovich, secured Defendant's execution of Plaintiff's Exhibit A by fraud and for no consideration, by representing to her that it was necessary in order that her car payments be reduced and the car refinanced.

(5). It is admitted that the Defendant made one payment to Plaintiff, but it is averred said payment was made by mistake, and it is denied the Defendant is indebted to Plaintiff in any sum because Exhibit A was secured by fraud and there was no consideration therefor.

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

(7). It is denied the Defendant is indebted to Plaintiff, and on the contrary it is averred the Plaintiff is indebted to the Defendant in the sum of \$72.00.

NEW MATTER

(1). It is averred that on April 29, 1960, the Defendant purchased from Killion Motors of Philipsburg, Pennsylvania, the car identified in Paragraph 3 of Plaintiff's Complaint. As consideration therefor, the Defendant traded-in a Plymouth with a value of \$1292.00, and secured a loan from the Houtzdale Bank in the amount of \$2688.00.

(2). At the time of this transaction, the Defendant 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 Defendant secured a title for said motor vehicle in her name with an encumbrance noted in favor of the Houtzdale Bank on May 13, 1960.

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

(4). After Defendant 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 Sales-Manager, Richard J. Petrovich, secured Defendant's execution of Plaintiff's Exhibit A by fraud and for no consideration, by representing to her that it was necessary in order that her car payments be reduced and the car refinanced.

(5). The Defendant received no consideration or any other benefit from either Killion Motors Company 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 Defendant, the Defendant believes and, therefore, avers that the Plaintiff constituted Killion Motors its agent to sell said cars and placed the said Killion Motors Company in position to perpetrate said fraud. As such, Plaintiff is bound by the acts of Killion Motors Company. Further, Plaintiff prior to this transaction had knowledge, through its agents and employees, that Killion Motors Company was selling these cars and approved of said sales.

WHEREFORE, Defendant denies she is indebted to Plaintiff.

SMITH, SMITH & WORK

BY W. U. Smith
Atty's. for Defendant

STATE OF PENNSYLVANIA: SS
COUNTY OF CLEARFIELD :

WILLOMINA FETTER, being duly sworn according to law, deposes and says the facts set forth in the foregoing Answer and New Matter are true and correct to the best of her knowledge, information and belief.

Willomina Fetter
(Willomina Fetter)

Sworn and subscribed to
before me this 19th day
of December, 1960.

Mr. Michael B. Ginder
NOTARY PUBLIC
My Commission Expires
JANUARY 7, 1963

7/12/2008

Lap-over Margin

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 121 November Term, 1950
IN ASSUMPTI

COMMERCIAL CREDIT CORP.

VS.

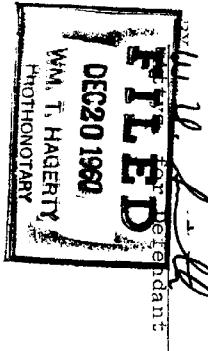
WILLONINA FETTER

ANSWER and NEW MATTER

TO THE PLAINTIFF:

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

SMITH, SMITH & WORK



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

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

COMMERCIAL CREDIT CORPORATION)
vs.) No. 121, Nov. Term, 1960
WILLOMINA FETTER) 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 Defendant herein is Willomina Fetter, of 814 Daisy Street, Clearfield, Clearfield County, Pennsylvania.

3. On July 11, 1960, Defendant, Willomina Fetter, purchased a 1960 Plymouth Fury 4-Door Sedan, Serial No. 3301-164374, from Killion Motors, Philipsburg, Pennsylvania, and executed to said Killion Motors, as security for the financing of said purchase, a Lease agreement, in the sum of \$2,592.00, payable in thirty-six (36) monthly instalments of \$72.00 each, the first instalment payable August 25, 1960. A true and correct copy of said agreement is hereto attached and marked "Plaintiff's Exhibit A".

4. On July 12, 1960, Plaintiff, Commercial Credit Corporation, purchased said obligation (Plaintiff's Exhibit A) of Defendant Willomina Fetter, and paid to Killion Motors in consideration therefor the sum of \$2,300.00. Said Killion Motors assigned said agreement of Defendant to Plaintiff for the consideration aforesaid.

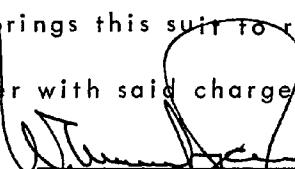
5. The Defendant, Willomina Fetter, made payment by

money order on August 22, 1960 in the sum of \$72.00, and has failed to make any further payments since and is now in default of the entire sum of said transaction, namely, \$2,592.00 less one payment of \$72.00, or a net balance of \$2,520.00, 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, Defendant has refused and continues to persist in her refusal to make payment under the terms of said agreement.

7. Plaintiff alleges that the balance of said obligation, \$2,520.00, 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, \$2,520.00, together with said charges thereon.


William McLaughlin
Attorneys 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, 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
BELLFONTE, CENTRE CO., PA.

My Commission expires Mar. 3, 1963

7/11/1966 11:11 A.M. 1966

LEASE

Trans. No. 1030-427

Between WILLIAMNA FETTER
(Prior Lessee's Name)

AVOID MISTAKE—FILL OUT COMPLETELY

And KILLIAN, A.M.T.S.
(Dealer's Name)

814 Paisley St. Girard, Pa.
(No. Street, Route or Box) (City or Town) (County) (State)

Leasee (mentioning all of undersigned, jointly and severally) hereby leases from Lessor on the terms and conditions set forth below and in 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 Miles
Plymouth 3 1/2 Fury 60 330164374 407

Extr. Equipment: Transmission: Brakes: Steering: Radio: Name: Air Cond: Yes No Yes No 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)

Fires and Broad Form Theft

Comprehensive

Combined Additional Coverage

Deductible Collision

Towing and Labor Costs: Max. \$25 for each

Extent of Coverage: Actual Cash Value, Less Payable to Lessor and Lessee as interests may appear.

Expire _____ 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: *Williamna Fetter* (Seal)
(Signature of Owner, Officer or Firm Member)

LESSEE: *Williamna Fetter* (Seal)
(Lessee Sign Here)
(Co-Lessee, Owner, Officer or Firm Member)

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

LESSEE: *Williamna Fetter* (Seal)
(Lessee Sign Here)

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 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 day of July 1966
Williamna Fetter (Seal)
(Dealer's Sign Here)
John J. Fetter (Seal)
(Owner, Officer or Firm Member)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNA.
No. 121 Assumpsit 1960
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

vs.

WILLOMINA FETTER

COMPLAINT

To the within named Defendant:

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

Willomina Fetter
Willomina Fetter
Attorneys for Plaintiff

31
FILED

NOV 25 1960
FLEMMING & LUTKE
ATTORNEYS AT LAW
BELLERONTE, PENNSYLVANIA

452 Act

for 447
777-1111
11/11/2011 09:00 AM
Court
Wexford

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION :
VS : No. 121 November Term, 1960
WILLOMINA FETTER :
:

PRAECIPE FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

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

SMITH, SMITH & WORK

BY William H. Smith
Attys. for Defendant

Dated: November 29, 1960

COMMERCIAL CREDIT CORPORATION :

vs

No. 151 November Term, 1960

MILTONIANA LETTER

PRAECLICE FOR APPEALANCE

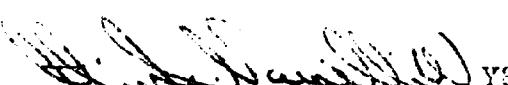
TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

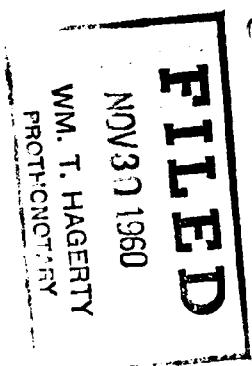
Notice of appearance or pro perity of the defendant in

the above entitled proceeding.

SMITH, SMITH & SMITH

BY 
William T. Hagerty

Date: December 20, 1960



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

COMMERCIAL CREDIT CORP. : No. 121, November Term, 1960
VS. : In Assumpsit
WILLOMINA FETTER :

NOTICE OF TAKING OF ORAL DEPOSITIONS

TO: Smith, Smith & Work
Attorneys at Law
Clearfield, Pennsylvania
Attorneys for Willomina Fetter and The Houtzdale Bank

Eugene Cimino, Esq.
Osceola Mills, Pennsylvania and
John McCamley, Esq.
Philipsburg, Pennsylvania
Attorneys' for Earl Killion 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:

Willomina Fetter
Clearfield, Penna.

The Houtzdale Bank
Houtzdale, Penna.

Richard J. Petrovich
Philipsburg, Penna.

Earl Killion
Osceola Mills, 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 Plymouth Fury 4-door Sedan automobile Serial No. 3301-164374, allegedly purchased by Willomina Fetter 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 Morris

Attorney for Commercial Credit
Corp., plaintiff

DATED: Jan. 24, 1961

Service 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, PENN.
No. 121, November Term, 1960
In Assumpsit

COMMERCIAL CREDIT CORP.

VS.

WILLOMINA FETTER

NOTICE OF TAKING OF ORAL
DEPOSITIONS

FLEMING & LITKE
ATTORNEYS AT LAW
BELLFONTE, PENNSYLVANIA

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

COMMERCIAL CREDIT CORP. :
VS. : No. 121, November Term, 1960
WILLOMINA FETTER : In Assumpsit

NOTICE OF TAKING OF ORAL DEPOSITIONS

TO: Smith, Smith & Work
Attorneys at Law
Clearfield, Pennsylvania
Attorneys for Willomina Fetter and The Houtzdale Bank

Eugene Cimino, Esq.
Osceola Mills, Pennsylvania and
John McCamley, Esq.
Philipsburg, Pennsylvania
Attorneys for Earl Killion and Richard J. Petrovich

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Clearfield, Penna.

The Houtzdale Bank
Houtzdale, Penna.

Richard J. Petrovich
Philipsburg, Penna.

Earl Killion
Osceola Mills, Penna.

upon oral examination at the Grand Jury Room, Clearfield
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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 R. Fetter

Attorney for Commercial Credit
Corp., plaintiff

DATED: January 24, 1961

COPY

COPY

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 121, November Term, 1960
In Assumpsit

COMMERCIAL CREDIT CORP.

vs.

WILLOMINA FETTER

NOTICE OF TAKING OF ORAL
DEPOSITIONS

At the time of the trial, on the 13th and
filed in the office of the Clerk of Court
Attst: /

FLEMING & LITKE
ATTORNEYS AT LAW
BELLFONTE, PENNSYLVANIA

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

COMMERCIAL CREDIT CORPORATION)
)
 vs.) No. 121, November Term, 1960
)
WILLOMINA FETTER) 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 Defendant, in
assumpsit, based upon a commercial instrument executed by the
Defendant to Killion Motors Company, and purchased by Plaintiff
from said Killion Motors Company for the consideration of Two
Thousand Five Hundred Ninety-Two (\$2,592.00) Dollars. Defendant
defaulted in repayment of the money.

2. Defendant, in her New Matter, denies liability on
said instrument, alleging, inter alia, that said instrument was
procured by fraud practiced upon her by Richard J. Petrovich,
Sales Manager of Killion Motors, and the Defendant received no
consideration therefor.

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

4. It will be necessary for Petitioner 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.

Silvia M. Srite
Attorney for Plaintiff

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 12th day
of January, 1961)

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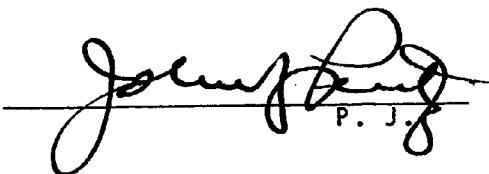
CELLA M. LUCAS, Notary Public
BELLEFONTE, CENTRE CO., PA.
My Commission expires Mar. 3, 19

- 2 -

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 J. Dugan
P. J.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 121, November Term, 1960
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

vs.

WILLOMINA FETTER

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



FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

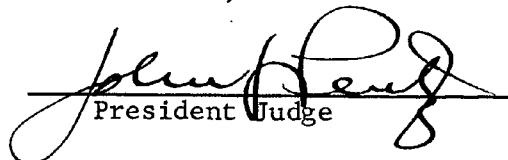
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.

COMMERCIAL CREDIT CORPORATION :
:
-vs- : No. 121 November Term, 1960
:
WILLOMINA FETTER :

O R D E R

NOW, January 17, 1962, motion for judgment on
the pleadings overruled. Exception noted.

BY THE COURT,


John H. Pendleton
President Judge

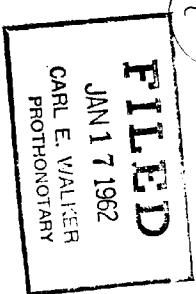
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 121 November Term, 1960

COMMERCIAL CREDIT CORPORATION

-vs-

WILLOMINA FETTER

O R D E R



JOHN J. PENTZ
PRESIDENT JUDGE
CLEARFIELD, PENNSYLVANIA

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

COMMERCIAL CREDIT CORPORATION :

vs. : No. 121, November Term, 1960
WILLOMINA FETTER : In Assumpsit

REPLY TO NEW MATTER

(1). Admitted.

(2). Admitted.

(3). Admitted. In further answer thereto, Plaintiff alleges that Defendant made one payment to Commercial Credit Corporation on August 5, 1960, in the sum of \$72.00.

(4). The facts alleged in Paragraph 4, as therein set forth, are specifically denied, in so far as they relate to Plaintiff. In further answer thereto, Plaintiff alleges that on July 11, 1960, Defendant executed Plaintiff's Exhibit "A" for the purpose of refinancing said automobile, that said Exhibit "A" was duly assigned to Plaintiff, Plaintiff paying therefor the consideration set forth therein to Killion Motors. Plaintiff further alleges that it had no personal information or knowledge of any fraud in said transaction.

(5). It is denied that Defendant received no consideration from Commercial Credit Corporation. In further answer thereto, Plaintiff alleges that it advanced the full consideration referred to in Plaintiff's Exhibit "A" to Killion Motors, upon the

strength of Defendant's execution of said Exhibit "A".

(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 Defendant. 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 Fleming, Litke

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 24 day
of April, 1961.

C B McLaughlin

Celia M. Lucas
CElia M. LUCAS, Notary Public
BELLEFONTE, CENTRE CO., PA.
My Commission expires Mar. 3, 1968

Service accepted and copy received 4/10/61

W. H. Hoff
Atty for Plaintiff

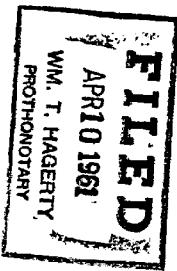
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 121, November Term, 1960

COMMERCIAL CREDIT CORP.

VS.

WILLOMINA FETTER

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. 121 November Term, 1960

WILLOMINA FETTER : In Assumpsit

P R A E C I P E

TO WILLIAM T. HAGERTY, PROTHONOTARY

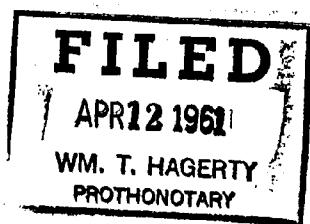
SIR:

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

SMITH, SMITH & WORK

BY W.H. Smith
Atty's. for Defendant

Dated: April 12, 1961



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

COMMERCIAL CREDIT CORPORATION :
VS. : No. 121 November Term, 1960
WILLOMINA FETTER : 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 D. Litter
Attorney for Plaintiff

RULE TO SHOW CAUSE

AND NOW, this 25 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 Wednesday day of September, 1961, AM,
at _____.

By the Court,

J. Lyle Ray
P. J.

Amelia M. Fetter vs. W. A. Fetter

66 A. 1. 11
Nov. 1, 1960

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.
No. 121 November Term, 1960
In Assumpsit

COMMERCIAL CREDIT CORP.

VS.

WILLOMINA FETTER

MOTION FOR JUDGMENT

FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Commercial Credit Corporation : No. 121 November Term, 1960

vs

2

Willomina Fetter : Complaint In Assumpsit

Complaint In Assumpsit

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

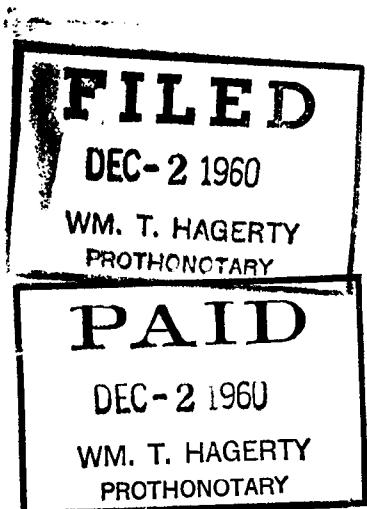
COSTS: Sheriff Ammerman \$3.00
(Paid)

So answers,

CHARLES G. AMMERMAN
Sheriff

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

John J. Neary
Prothonotary



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

COMMERCIAL CREDIT CORPORATION)
)
) No. 121, NOVEMBER TERM, 1960
vs.)
)
WILLOMINA FETTER) 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 WILLOMINA FETTER, defendant 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 Plymouth Fury 4-Door Sedan, Serial No. 3301-164374 by Willomina Fetter from Killion Motors Company.

The said items are in the possession, custody or control of the said Willomina Fetter.

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.

Killion or Sibley
Attorney for COMMERCIAL CREDIT CORPORATION

ORDER OF COURT

AND NOW, January 26, 1961, WILLOMINA FETTER is 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 Plymouth Fury 4-Door Sedan, Serial No. 3301-164374 by Willomina Fetter from Killion Motors Company in the possession, custody or control of Willomina Fetter, 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 H. Peay
John H. Peay, J.

Service accepted by copy this 20th day
of January 1961 Smith Smith & Work by
Joseph P. Work

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
NO. 121, NOVEMBER TERM, 1960
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

vs.

WILLOMINA FETTER

MOTION FOR PRODUCTION
OF DOCUMENTS & RIGHT
OF INSPECTION

FILED

January 25, 1961

WM. T. HAGERTY
PROTHONOTARY

FLEMING & LITKE
ATTORNEYS AT LAW
BELLEFONTE, PENNSYLVANIA