

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  
Attys. 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, in-  
formation and belief.

Willomina Fetter  
(Willomina Fetter)

Sworn and subscribed to

before me this 19<sup>th</sup> day

of December, 1960.

Mr. Mildred B. Gough

NOTARY PUBLIC  
My Commission Expires  
JANUARY 7, 1963

*Dec 27, 1960*  
*Smith & Work*  
*Attorneys at Law*

Lap-over Margin

<p><i>Amended</i></p> <p>IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA. No. 121 November Term, 1960 IN ASSUMPSIT</p> <p>COMMERCIAL CREDIT CORP.</p> <p>VS.</p> <p>WILSONIA PETER</p>	<p>ANSWER and NEW MATTER</p>	<p>TO THE WITHIN PLAINTIFF:</p> <p>You are hereby required to file defensive pleadings to the within New Matter within twenty days from service here- of.</p> <p>SMITH, SMITH &amp; WORK Plaintiff</p> <p><b>FILED</b> DEC 20 1960 WM. T. HAGERITY PROTHONOTARY</p> <p>SMITH, SMITH &amp; WORK ATTORNEYS-AT-LAW CLEARFIELD, PA.</p>
---	------------------------------	---

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

COMMERCIAL CREDIT CORPORATION )

vs. )

WILLOMINA FETTER )

No. 121, Nov. Term, 1960

) 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.

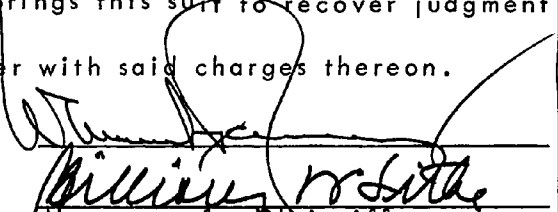
5. The Defendant, Willomina Fetter, made payment by

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.

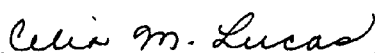
WHEREFORE, Plaintiff brings this suit to recover judgment for said sum, \$2,520.00, together with said charges thereon.

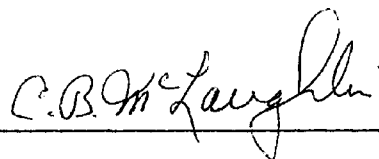
  
Attorneys for Plaintiff

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



PHILIP-417 JULY 11, 1960

# LEASE

Trans. No. 100-427

AVOID MISTAKE—FILL OUT COMPLETELY

Between WILLIAM M. FETTER

114 PAISY ST. CINCINNATI, OH

Lessee

AND WILLIAM M. FETTER

PHILIP-417

(City)

Lessee

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

Make - No. Cylinders Model No. Model Name Yr. Mod. N.U. Serial Number Motor Number Body Type  
Plymouth 3301 Fury 60 3301 164374 487

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 ☐
- Combined 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. ☐
- 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 installment unless cancelled on prepayment.

- Base Rent, including following accessories, etc. \$ 2520.00
  - Advance Rental: Cash \$ 5.22
  - Trade In: Make Plymouth Model No. 1956 Amount Owning on Trade In \$ Lessee's Equity in Trade In \$ Total Advance Rental \$ 1222.00
  - Unpaid Balance \$ 2222.00
  - Car Insurance Premium \$
  - Life Insurance Premium \$
  - Recording and Other Costs (Itemize) \$
  - Principal Balance \$ 2222.00
  - Finance Charges for Rental Privilege \$ 222.00
  - Rental Time Balance \$ 2444.00
- Payable (a) in 36 monthly installments of \$ 72.22 each, the first installment payable on the 1st day of July and each successive installment payable on the same date of each month thereafter.
- (If no date is inserted in blank, the first installment is payable one month from date of Lease.)
- or (b) (unequal payments) until the Rental Time Balance is paid in full.

The term of this Lease is from date hereof until due date of final installment, 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 installments 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 installments, together with default charges, costs of suit, attorney's fees and other costs permitted by law, together with all the remaining installments 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.

## 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.

LESSOR William M. Fetter (Seal)  
Signature of Owner, (if Car or Firm Member)

LESSEE William M. Fetter (Seal)  
(Co-Lessor, Owner, Officer or Firm Member)

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

LESSEE William M. Fetter (Seal)  
(Lessee Sign Here)

## 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 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.

Signed and sealed this 11th day of July 1960  
William M. Fetter (Seal)  
Owner, Officer or Firm Member

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD, COUNTY, PENNA.  
No. 21, 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

*William Fetter*

*William Fetter*  
Attorneys for Plaintiff

31

**FILED**  
NOV 25 1960

HEMINGWAY & LUTKE  
ATTORNEYS AT LAW  
BELLEFONTE, PENNSYLVANIA

*452 City*

*How 11/20/60 receive account and copy  
received  
W. M. Fetter  
att. for 21*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COMMERCIAL CREDIT CORPORATION :

VS :

WILLOMINA FETTER :

No. 121 November Term, 1960

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

  
Attys. for Defendant

Dated: November 29, 1960

COMMERCIAL CREDIT CORPORATION

VS

No. 121 November Term, 1960

WILLIAMINA BETTER

PRECIPIT FOR APPEARANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

Enter our appearance on behalf of the Defendant in

the above entitled proceeding.

SMITH, SMITH & SMITH

BY William T. Hagerty  
Attys. for Defendant

Dated: November 23, 1960

**FILED**  
NOV 30 1960  
WM. T. HAGERTY  
PROTHONOTARY

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.  
Osceloa 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.

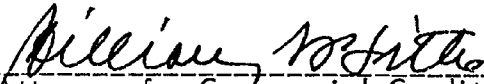
Earl Killion  
Osceloa Mills, Penna.

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.

  
\_\_\_\_\_  
Attorney for Commercial Credit  
Corp., plaintiff

DATED: Jan. 24, 1961

Service accepted by copy this 26<sup>th</sup> day  
17 January 1961 Smith Smith & Work by  
Joseph D. Work

*13 Mc v. Penna*

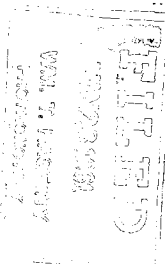
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 121, November Term, 1960  
In Assumpsit

COMMERCIAL CREDIT CORP.

VS.

WILLOMINA FETTER

NOTICE OF TAKING OF ORAL  
DEPOSITIONS



FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLEFONTE, 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

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 Killon 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, PENNA.  
No. 121, November Term, 1960  
In Assumpsit

COMMERCIAL CREDIT CORP.

vs.

WILLOMINA FETTER

**NOTICE OF TAKING OF ORAL  
DEPOSITIONS**

That the within and  
attached exhibits and  
document  
filed in Case No. 121, November Term, 1960.

Attest:

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

COPY

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 transactions occurred between the Defendant and other persons.

4. It will be necessary for Petitioner to proceed by

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.

Billionaire  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

Sworn to and subscribed )  
before me this 13<sup>th</sup> day )  
of January, 1961 )

Celia M Lucas

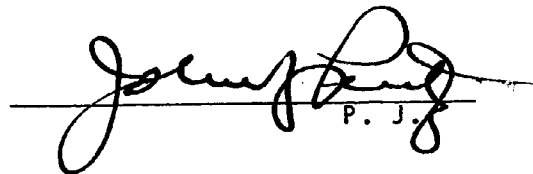
CB McLaughlin

- 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,

  
P. J.

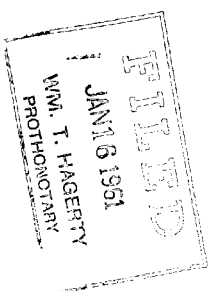
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 121, November Term, 1960  
IN ASSUMPSIT

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-

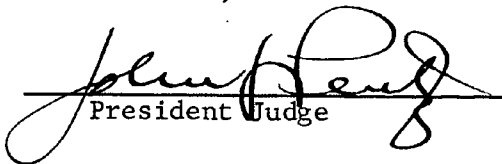
WILLOMINA FETTER

: No. 121 November Term, 1960  
:  
:

O R D E R

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

BY THE COURT,

  
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

FILED  
JAN 17 1962  
CARL E. WALKER  
PROTHONOTARY

JOHN J. PENTZ  
PRESIDENT JUDGE  
CLEARFIELD, PENNSYLVANIA



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

COMMERCIAL CREDIT CORPORATION :

vs.

WILLOMINA FETTER

:::

: No. 121, November Term, 1960

:

: 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 William R. 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, 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 7<sup>th</sup> 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. H. Smith  
Atty for P. H.

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	
<div>FILED APR 10 1961 WM. T. HAGERTY PROTHONOTARY</div> <div>W. Albert Ramey, Esq. Clearfield, Pennsylvania  FLEMING &amp; LITKE ATTORNEYS AT LAW BELLEFONTE, PENNSYLVANIA</div>	

/

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

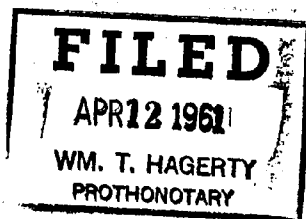
SIR:

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

SMITH, SMITH & WORK

BY W. V. Smith  
Attys. for Defendant

Dated: April 12, 1961



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

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

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 Tuesday day of \_\_\_\_\_, 1961, \_\_\_\_\_ M.,  
at \_\_\_\_\_.

By the Court,

*John Ray*



Sum accepted as copy made & filed  
10.4.60  
W. H. F. F.

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

:

Willomina Fetter

: Complaint In Assumpsit

\*\*\*\*\*

(SHERIFF'S RETURN)

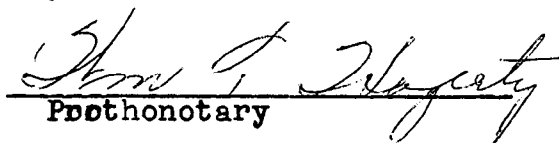
NOW, November 28, 1960 at 1:30 o'clock P.M. service of the within Complaint In Assumpsit for Willomina Fetter accepted by W. U. Smith, Smith, Smith & <sup>W</sup>ork, Attorneys for Willomina Fetter.

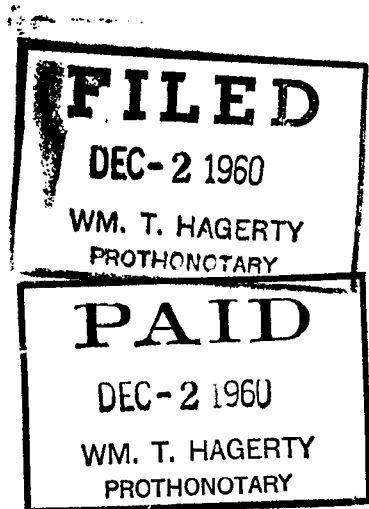
COSTS: Sheriff Ammerman \$3.00  
(Paid)

So answers,

  
CHARLES G. AMMERMAN  
Sheriff

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

  
Prothonotary



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

COMMERCIAL CREDIT CORPORATION	)	
	)	
vs.	)	No. 121, NOVEMBER TERM, 1960
	)	
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.

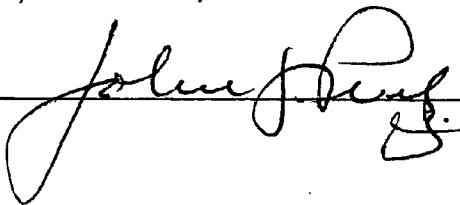
  
Attorney for COMERCIAL CREDIT CORPORATION

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,

  
J. H.

*Served accepted by copy this 20<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. 121, NOVEMBER TERM, 1960  
IN ASSUMPSIT

COMMERCIAL CREDIT CORPORATION

VS.

WILLOMINA FETTER

MOTION FOR PRODUCTION  
OF DOCUMENTS & RIGHT  
OF INSPECTION

**FILED**

JAN 23 1961

WM. T. HAGERTY  
PROTHONOTARY

FLEMING & LITKE  
ATTORNEYS AT LAW  
BELLEFONTE, PENNSYLVANIA