

DOCKET NO. 173

NUMBER	TERM	YEAR
<u>315</u>	<u>November</u>	<u>1960</u>

Sears, Roebuck & Company

VERSUS

John Ando

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SEARS, ROEBUCK AND CO., as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY, as Surety, are held and firmly bound unto the Commonwealth of Pennsylvania, for the use of the parties interested in the just and full sum of Three Hundred and Fifty Dollars (\$350.00), lawful money of Pennsylvania, to be paid to the said Commonwealth of Pennsylvania for the use as aforesaid, their certain attorney, successors or assigns; to which payment well and truly to be made and done, we hereby bind ourselves, jointly and severally, our successors and assigns firmly by these presents. Sealed with our seals, dated this 22nd day of December, 1960.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden SEARS, ROEBUCK AND CO., Plaintiff, in a certain Writ of Replevin issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 315, November Term, 1960, for a certain chattel mentioned in said Writ of the value of One Hundred and Seventy-Five Dollars (\$175.00), fail to maintain its title to such chattel, it shall pay to the party thereunto entitled, the value of said chattel, and all legal costs, fees and damages, which the Defendant or other persons to whom such chattel so replevied belong, may sustain by reason of the issuance of above Writ of Replevin, then this obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

Sealed and Delivered in
the presence of:

SEARS, ROEBUCK AND CO.

By Merle Alsop
Principal Assistant Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY

By: Robert H. Strouse
Surety
Robert H. Strouse, Attorney-in-fact

GENERAL POWER OF ATTORNEY

No. 71458

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Robert H. Strouse and Marie B. Wilson

of the City of Philadelphia, State of Pennsylvania
its true and lawful attorney ~~XXXXXXXXXXXXXX~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~we may~~ either the said Robert H. Strouse or the said Marie B. Wilson

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 14th day of August, A. D. 19 58

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Williford Gragg Vice-President.

(SEAL)

(Signed) J. E. Dallam Assistant Secretary.

STATE OF MARYLAND

{ ss:

BALTIMORE CITY.

On this 14th day of August, A. D. 19 58 before me personally came Williford Gragg, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Williford Gragg and J. E. Dallam were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A. D. 19 59

(Seal) (Signed) Anne M. O'Brien Notary Public.

STATE OF MARYLAND,

{ Sct.

BALTIMORE CITY.

I, James F. Carney, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Anne M. O'Brien, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 14th day of August, A. D. 19 58

(SEAL) (Signed) James F. Carney
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, H. G. Sachse, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Robert H. Strouse and Marie B. Wilson**

of **Philadelphia, Pennsylvania**, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

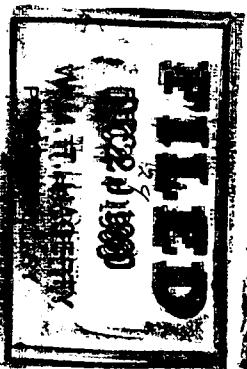
In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **December 22, 1960.**
(Date)



Assistant Secretary.

B O N D

Nov 29 1968
Bond Received and
affixed
for *John T. Murphy*



LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA
109 N. BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SEARS, ROEBUCK AND CO., : No. 315 November Term, 1960
Plaintiff : In Replevin
VS. :
JOHN ANDO, :
Defendant :
.

TO: WILLIAM T. HAGERTY, PROTHONOTARY:

Issue Writ of Replevin with bond for one 1957 Silvertone
Television Set, of the value of \$175.00, now in the possession of
the above defendant.

GLEASON, CHERRY & CHERRY

By Edward V. Cherry
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SEARS, ROEBUCK AND CO., :
Plaintiff : No. November Term, 1960
VS. : In Replevin
: :
JOHN ANDO, :
Defendant : :

AFFIDAVIT OF VALUE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

A. J. Knezich, being duly sworn
according to law, deposes and says that he is Credit Adjustor
of the above named Plaintiff corporation and that the value of one
1957 Silvertone Television Set for which a Writ of Replevin with
bond is about to be issued, is \$175.00.

A. J. Knezich

Sworn to and subscribed before me this 15 day of
December, 1960.

Martha J. McMenamin
Notary Public

NOTARY PUBLIC
My Commission Expires 2-18-61

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SEARS, ROEBUCK AND CO., :
Plaintiff : No. 315 November, Term, 1960
VS. : In Replevin
JOHN ANDO, :
Defendant :
:

COMPLAINT

1. On or about the 28th day of September, 1959, at the City of Cleveland, State of Ohio, the plaintiff agreed to sell to the defendant a 1957 Silvertone Television Set for the sum of \$218.34 with carrying charges amounting to \$33.50. The defendant was to pay \$5.00 as a down payment upon receiving the said Set and the sum of \$12.50 each month for 20 successive months beginning on November 1, 1959.

2. By the terms of said agreement it was further agreed that the title and all property rights in and to the said Television Set should be and remain in the plaintiff until the said purchase price with carrying charges should have been paid in full and it was therein further agreed by the defendant, that upon default in payment of any installment of the said purchase price the plaintiff should have the right to take possession of the said Television Set.

3. The defendant paid the said sum of \$5.00 to the plaintiff upon the execution of the Agreement of Sale and the plaintiff, in accordance with terms of said Agreement, delivered the said chattel into the possession of the defendant. The balance owing by the defendant for said Television Set is \$202.81. The defendant has neglected and refused to pay the installment of \$12.50 due for the months of October and November, whereupon under the terms of the said Agreement of Sale the said balance of \$202.81 became forthwith due and payable to the plaintiff.

4. Under the terms of the said Agreement of Sale, the title to the said Television Set has been at all times since September 28, 1959, in the plaintiff and by reason of the default of the defendant above averred, the right to the immediate possession thereof is vested in the plaintiff.

5. Since said default, despite numerous requests by the plaintiff, the defendant refuses to give possession of said Television Set to the plaintiff.

WHEREFORE, to have the possession of said Television Set legally adjudged to plaintiff together with costs of suit, plaintiff brings this Complaint.

And it will ever pray,

GLEASON, CHERRY AND CHERRY

By Edward V. Cherry
Attorneys for Plaintiff

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me a Notary Public, in and
for the County and State aforesaid,

Manager of the Sears, Roebuck and Co., who, being
duly sworn according to law, deposes and says that the facts set
forth in the foregoing Complaint are true and correct to the best
of his knowledge, information and belief.

Sworn to and subscribed before me this 29th day of
December, 1960.

Joseph M. Cheary
Notary Public
My Commission expires
Jan. 7, 1963

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 315 November Term, 1960
In Replevin

SEARS, ROEBUCK AND CO.,
Plaintiff

VS.

JOHN ANDO, Defendant

COMPLAINT

To the within named defendant:

You are hereby notified to plead to the enclosed Complaint within 20 days from the service hereof.

GLEASON, CHERRY & CHERRY
Attorneys for Plaintiff

BY *W.M. J. Hager*

FILED

DEC 29 1960

W.M. J. HAGER

GLEASON, CHERRY & CHERRY
7-10 DAMUS Building

Du Bois, PENNSYLVANIA

109 N. BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SEARS, ROEBUCK AND CO., :
Plaintiff : No. 315 November Term, 1960
VS. : In Replevin
JOHN ANDO, :
Defendant :
:

Enter our appearance for Sears, Roebuck and Company,
plaintiff in the above entitled case.

GLEASON, CHERRY & CHERRY

By Edward V Cherry
Attorneys for Plaintiff

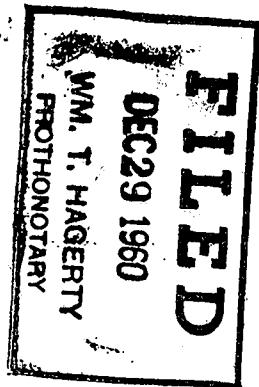
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Sears, Roebuck and Company : No. 315 November Term, 1960

versus :

John Ando : Writ of Replevin with Bond
* * * * * and Complaint in Replevin

(SHERIFF'S RETURN)

NOW, January 10, 1961 at 4:00 o'clock P.M. EST, as within commanded,
I replevied one (1) 1957 Silvertone Television Set and at the same
time summoned John Ando, the within named defendant, at place of
residence located in the Village of Helvetia, Clearfield County,
Pennsylvania by handing to him a true and attested copy of the
original Writ of Replevin with Bond and Complaint in Replevin
and made known to him the contents thereof.

NOW, January 16, 1961 at 12:00 o'clock A.M. EST, no counter-bond
having been filed, the within goods turned over to the plaintiff.

COSTS: Sheriff Ammerman \$13.10
(Paid by Attys. G. C. & C.)

So answers,

Charles G. Ammerman
CHARLES G. AMMERMAN
Sheriff

Sworn to before me this 16th
day of January A. D. 1961.

Wm. T. Hagerty
Prothonotary



Commonwealth of Pennsylvania
County of Clearfield

To the Sheriff of the County of Clearfield:

You are directed to replevy the following property:

One 1957 Silvertone Television Set to the value of \$175.00.

You are directed to notify John Ando

defendant, that Sears, Roebuck and Co.

the plaintiff, has commenced an action of replevin with bond which said defendant is required to defend.

If the property replevied is found in the possession of anyone not a defendant, you are directed to notify him that he has been added as a defendant and is required to defend this action.

Date December 29, 1960

John J. Wagner
Prothonotary.

No. 315 November Term 1960

Sears, Roebuck and Co.

versus.

John Ando

Writ of Replevin

with Bond

Gleason, Cherry & Cherry
Plaintiff's Attorney

Dear, Rockhush Coal Co.

Plaintiff

VERSUS

John Shadlo

Defendant

To Mr. T. J. Murphy

Prothonotary.

Sir: Enter judgment ~~appearance~~ for non-prosecution of Plaintiff and dismiss the defendant for failure to enter an appearance or file an answer.

in above case.

John Shadlo
Plaintiff
Attorney for Plaintiff

John Shadlo
Defendant
Attorney for Defendant

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

No. 315 Term November 1960

No. _____ Term _____ 19_____

vs.

APPEARANCE

For S. J. H.

