

DOCKET NO. 174

NUMBER	TERM	YEAR
333	November	1960

Richard B. Leipold

VERSUS

Dick S. Adams

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD

:

v.

: No. 333 *Jan* Term, 1960

DICK S. ADAMS

:

TO WILLIAM T. HAGERTY, PROTHONOTARY:

AND NOW, this 3rd day of January, 1961, it is agreed that an amicable action in ejectment be entered by the Prothonotary in the Court of Common Pleas of Clearfield County, Pennsylvania, as if a Summons in Ejectment had been issued by Richard B. Leipold Plaintiff, against Dick S. Adams, Defendant for all and singular the property situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, containing one (1) brick garage building, located at the rear of Lot No. on the Borough Map, as 119 Market Street, said property being to the northeast of the present Acme store, now in possession of the Defendant, as if said Summons in Ejectment had been duly returned, served by the Sheriff upon the Defendant, and the said Dick S. Adams hereby confesses judgment in ejectment for the said premises in favor of Richard B. Leipold, the Plaintiff and against Dick S. Adams, the Defendant, according to the terms of the Lease between the Plaintiff and Defendant, <sup>copy of</sup> the same being hereto attached and marked Exhibit "A", and the said Defendant does hereby further confess judgment in favor of the said Richard B. Leipold, for the costs of this proceeding, and the said Defendant by the terms of the said Lease, agrees that the said amicable action of judgment in ejectment together with the judgment for any amount of rent due, might be used against him without any stay of execution and that upon entry of said judgment, a writ of Habere Facias Possessionem with clause of Fieri Facias for costs, rent due and attorneys' commission of five (5%) per cent might issue forthwith without any prior writ or proceeding whatsoever and the Defendant further

waives the benefit of all laws granting stay of execution, appeal, inquisition or exemption of property from sale of execution or distress for rent.

BELL, SILBERBLATT & SWOOP

by F. Cortez Bell  
Attorneys for Plaintiffs

BELL, SILBERBLATT & SWOOP

By F. Cortez Bell  
Attorneys for Defendant

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : ss:

RICHARD B. LEIPOLD, being duly sworn according to law, deposes and states that he is the Plaintiff abovenamed, and that he is familiar with the facts set forth in the foregoing amicable action and confession of judgment in ejectment, and that the facts set forth are true and correct, and that the copy of the Lease is attached hereto.

Sworn to and subscribed  
before me this 3  
day of Jan.,  
1961.

STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD : SS:

F. CORTEZ BELL, being duly sworn according to law, deposes and states that he is attorney for the Defendant herein, and that the foregoing facts are true and correct to the best of his knowledge, information and belief, and that the ~~copy~~ of said Lease is attached hereto.

Sworn to and subscribed  
before me this 3  
day of Jan.,  
1961.

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD : :

v. : No. Term, 196

DICK S. ADAMS : :

STATEMENT OF PLAINTIFF'S CLAIM

The Plaintiff's claim in this case is founded upon the following statement of facts:

(1). That by a Lease dated the First day of December, 1950, Plaintiff did lease to Dick S. Adams, the garage premises in the First Ward of Clearfield Borough, adjoining the Acme store property.

(2). Said Lease commenced on the First day of January, 1950 and was for a term of one (1) year.

(3). Said Lease contained the following wording:

A lawful continuance of the tenancy beyond said term shall be deemed a renewal for the further term of one (1) year, to end at the expiration thereof without further notice.

The said Defendant continued to remain in possession of said property although by written agreement, the rent was raised in March of 1953 to \$130.00 per month. Thereafter the said Dick S. Adams paid rent at the rate of \$130.00 a month.

(4). Thereafter, Lessor, Richard B. Leipold, notified the said Dick S. Adams, that he discontinue possession of the premises and on November 8, 1960, a letter was written to Dick S. Adams, advising him that he was holding 2 checks for the months of October and November, as they were in the amount of \$130.00 each, but that he had previously paid \$150.00, per month, and that Mr. Leipold desired possession of the premises.

(5). Said letter of November 8 provided that Mr. Leipold would be willing to give him another year's Lease at \$150.00 per month, but would not extend the period beyond that time.

(6). Counsel for Dick Adams consulted with Counsel for Richard B. Leipold, and offered to renew the Lease for 3 years at \$150.00 per month, hence this suit.

(7). On December 21, 1960, a second letter was send to Dick S. Adams advising him that we desired possession of the premises, and would confess judgment in ejectment, if he did not submit prior to the second day of January, 1961, which letter has been verbally acknowledged by counsel for Defendant.

(8). On account of the termination of said Lease, and the desire of the Plaintiff to have possession of the building, Plaintiff does hereby elect to terminate said Lease and to enter judgment against Defendant, for the possession of the premises together with the right to issue immediately a writ of *Habere Facias Possessionem.*

BELL, SILBERBLATT & SWOOP

By

  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD : :

v. : No. 13 *2nd* Term, 1960

DICK S. ADAMS : :

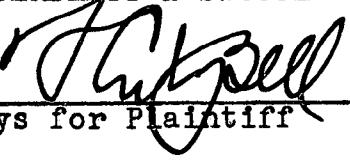
*1 Pg 1121*

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Now, this *2nd* day of January, 1961, issue Writ of Habere  
Facias Possessionem in the above matter, together with a clause  
of Fieri Facias, Plaintiff's damage as set forth below.

BELL, SILBERBLATT & SWOOP

By

  
\_\_\_\_\_  
Attorneys for Plaintiff

Costs:

This Indenture, Made the first day of December 50  
BETWEEN Richard B. Leipold First Party  
and Dick S. Adams Second Party

Witnesseth, that the first party doth demise and let unto the second party a certain messuage or tenement, with the appurtenances, situate in the Second Ward of Clearfield borough, Clearfield county, and Commonwealth of Pennsylvania, bounded and described as follows, viz:

One brick garage building, located at the rear of lot numbered on the borough map as 119 Market Street.

Party of the first part agrees to furnish heat and maintain roof in all condition. Floors and sanitary  
trims shall be the responsibility of the party of  
the second part. Window glass shall be the responsibility of the party of the second part, excepting such  
damage as may result from falling ice or tree limbs.

The property shall be used to conduct a shop to paint and repair passenger and commercial automobiles. The  
party of the second part agrees to conform to any requirements imposed by the Fire underwriters code to  
maintain insurance rates at the minimum for this type  
of operation.

To Hire and to Hold the same until the second party for term of One year  
commencing the first day of January A. D. nineteen hundred fifty one  
YIELDING AND PAYING therefor One hundred (\$100.00) - - - - Dollars  
per month : Payable in advance

lawful continuance of the tenancy beyond said term shall be deemed a renewal thereof for the further term of  
one year to end at the expiration thereof without further notice.  
continuance shall be deemed a further renewal for a like term, to end in like manner. And every renewal shall be subject to the provisions of this indenture.

And the Second Party doth Covenant with the First Party in manner following that is to say:

The rent hereinbefore reserved shall be paid on the several days appointed therefor, without demand by the first party.  
No part of said term or any renewal shall be assigned, nor any portion of the demised premises underlet, without the written consent of the first party.

No waste shall be committed; and at the end of said term, or of any renewal, the demised premises shall be delivered up without further notice in as good condition as to the commencement thereof, ordinary wear and tear and unavoidable damage by fire, tempest and lightning excepted.

This Bemise is upon Condition that the covenants of the second party shall be fully kept and performed; and on any breach thereof the estate demised shall at the election of the first party cease and determine, and the first party may re-enter the demised premises without previous notice or demand. And upon the expiration or other determination of said term, or of any renewal, any attorney may appear for the second party in an amicable action of ejectment for the demised premises, in any court having jurisdiction, and confess judgment therein, with costs, in favor of the first party, or those claiming under said first party, and against the second party and those claiming under said second party and authorize the immediate issuing of a writ of Habere Facias Possessionem, with clause of Fieri Facias, for the cost without asking leave of court; to be released upon the payment of the rent due, cost of suit and five per cent.

attorney's commission or fees within \_\_\_\_\_ days from the confession of said judgment \_\_\_\_\_

But such re-entry or judgment shall not bar the recovery of rent or damage for breach of covenant; nor shall the receipt of rent after condition broken be deemed a waiver of forfeiture.

The second party confesses judgment for the rent reserved for said term, and for each renewal, with stay of execution until the several days of payment such judgments to be entered successively as renewals shall take place. And judgment in ejectment as hereinbefore provided, may be entered concurrently therewith.

The notice to quit required by an Act of Assembly previous to proceedings to recover possession of the demised premises and the benefit of all laws granting stay of execution, appeal, inquisition, or exemption of property from sale of execution or distress for rent, are waived by the second party.

All personal property if removed from the premises shall for thirty days after such removal be liable to distress and may be distrained and sold for rent in arrear.

This indenture shall bind all persons claiming under the parties hereto, in whatever character, as fully as if they were in every instance herein named.

Sealed and delivered the day and year  
first written in the presence of }

W. D. Schoening

Richard B. Leipold   
Dick Adams 

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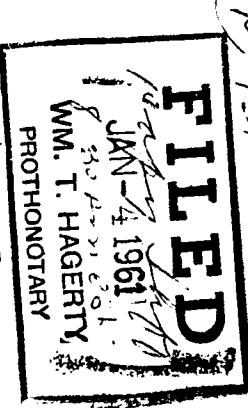
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 33341 Term. 1961

RICHARD B. LEIPOLD

v.

DICK S. ADAMS

ACTION IN EJECTMENT



*H. Bell*

BELL, SILBERBLATT & SWOOP  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.

# Affidavit of Service

Richard Leipold

vs.

Dick Adams

No. 333 November Term, 1960

Petition and Order In Ejectment

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW January 12, 1961 at 12:15 o'clock P.M.

served the within Petition and Order In Ejectment

Richard Leipold

on Richard Leipold  
at place of residence, 204 W 1st Street, Clearfield, Pa.

by handing to him personally

a true and attested copy of the original Petition and Order In Ejectment and made  
known to him the contents thereof. Costs Sheriff Amerman \$7.00  
(Paid by Atty Kitko)

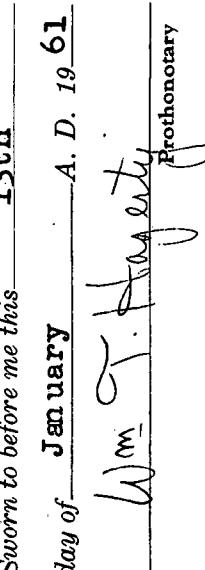
Sworn to before me this 13th

day of January A. D. 1961

So answers,

  
CHARLES G. AMERMAN

Sheriff

  
Wm. T. Hagenta  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD :  
versus : No. 333 November Term, 1960  
RICHARD S. ADAMS : In Ejectment

ANSWER TO AMENDED COMPLAINT

Now comes the Defendant and files answer to the Amended Complaint in Ejectment as follows:

- (1). Paragraph (1) of the Amended Complaint is admitted.
- (2). Paragraph (2) of the Amended Complaint is denied as stated and on the contrary it is averred that the lease marked Plaintiff's Exhibit "A" provides that a lawful continuance of the tenancy beyond the term shall be deemed a renewal thereof for the further term of one year.
- (3). Paragraph (3) of the Amended Complaint is denied as stated and on the contrary it is averred that the lease marked Plaintiff's Exhibit "A" provides that lawful continuance of the tenancy shall be deemed a further renewal for a like term and each additional lawful continuance shall be a renewal for a like term.
- (4). Paragraph (4) is admitted in so far as it avers that the said lease provides for payment of rent in the amount of \$100.00 per month but it is denied that said lease provides for an amount for rental of certain machinery and said lease marked Plaintiff's Exhibit "A" being a written document speaks for itself on said matter.
- (5). Paragraph (5) of the Amended Complaint is denied as to the averment that the Plaintiff and Defendant had agreed to an increase of rental on February 17, 1956, and from that time on Defendant made monthly payments in the amount of \$130.00, and on the contrary it is averred that no said agreement existed and that payments made by the Defendant to the Plaintiff over

and above the sum of \$100.00 per month was made for the purpose of keeping the rental payments made well in advance and that said overpayments commenced prior to February, 1956, and continued subsequently to February, 1956 and said advanced payments were accepted by the Defendant. Further it is averred that as to the increase alleged in the rental by the Plaintiff, the lease marked Plaintiff's Exhibit "A" speaks for itself.

(6). Paragraph (6) of the Complaint is denied as stated and on the contrary it is averred that the Defendant has paid fifty-one checks since the first of January 1956, forty-seven of which were in the amount of \$130.00, one in the amount of \$390.00 and three in the amount of \$260.00.

(7). Paragraph (7) of the Amended Complaint is admitted.

(8). Paragraph (8) of the Amended Complaint is not denied as to the dates of sending of letters alleged therein, copies of said letters being attached as Plaintiff's Exhibits, B. C. and D. The same speak for themselves. But it is denied that said letters or any of them constituted proper notice of termination and on the contrary it is averred that Plaintiff's Exhibits "B" and "C" were merely attempts to increase rental under a written lease during the term of the lease and that Plaintiff's Exhibit "D" is an attempt to terminate the lease by said letter providing said termination of the lease a month prior to the termination date on the written lease itself and then giving permission to the Defendant to remain on the premises after the attempted termination date. Further it is averred that at the time of these letters, marked Plaintiff's Exhibits B. C. and D, a lawful continuance had already been consummated by the payment of rental well in advance of the termination date of January 1, 1961 and the acceptance by the Defendant of the same.

(9). Paragraph (9) of the Amended Complaint is admitted as stated but it is denied that the Defendant failed to vacate the premises unlawfully and that the continuance in possession by the Defendant was rightful and lawful and the answer to paragraph (8) of the Amended Complaint is made further answer to this paragraph by further reference thereto.

(10). Paragraph (10) of the Amended Complaint is denied as stated and on the contrary it is averred that the Defendant paid the rental on said premises well in advance and that he is still not in arrearage on his rental. It is further averred that the rental is not \$130.00 per month but \$100.00 per month as stated in the written lease agreement marked Plaintiff's Exhibit "A".

(11). Paragraph (11) of the Amended Complaint is denied and on the contrary it is averred that at present there are no arrearages of rental and that the Defendant will not in the future accumulate arrearages.

#### NEW MATTER

In further answer to the Amended Complaint the Defendant files the following averments in the form of New Matter.

(12). Upon entering into the lease marked Plaintiff's Exhibit "A" the Defendant commenced occupancy of the building and payment of rental.

(13). Due to the fact that the Defendant was just commencing business he commenced from the very beginning to pay more than the monthly rental in order that his rental would be paid well in advance in case he should suffer financial reverses.

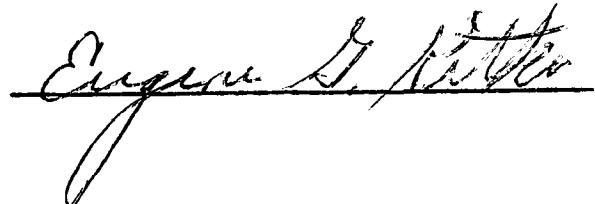
(14). Said advance payments were made from time to time from 1950 until the latter part of 1960. Said advance rentals were accepted by the Plaintiff without question.

(15). The amount of rental due under the lease marked Plaintiff's Exhibit "A" up to the present time would be in the amount of \$12,800.00.

(16). The Defendant has paid to the Plaintiff since January 1951 the sum of \$15,580.00 leaving a credit to the Defendant as of this time the amount of \$2,780.00.

WHEREFORE, the Defendant asks your Honorable Court to dismiss the action in ejectment as the term has not yet expired and will not expire until such time as all credit has been used and the lease becomes in default.

EUGENE G. KITKO

A handwritten signature in black ink, appearing to read "Eugene G. Kitko", is written over a horizontal line. The signature is fluid and cursive, with a prominent "E" at the beginning.

STATE OF PENNSYLVANIA      )  
                                    ( SS:  
COUNTY OF CLEARFIELD      )

Before me, the undersigned officer, personally appeared RICHARD S. ADAMS, who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Dick Adams

Sworn and subscribed to before  
me this 11th day of September  
1961.

Wm T. Hagerty

PROTHONOTARY  
My Commission Expired  
1st Monday Jan. 1962

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 333 November Term 1960  
In Effectment

RICHARD B. LEPOOLD  
VS.

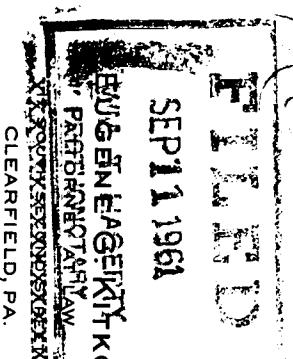
RICHARD S. ADAMS

ANSWER TO AMENDED COMPLAINT

TO THE WITHIN PLAINTIFF:

You are hereby required to file an Answer to the within Answer and New Matter within 20 days from the date of service hereof.

*John*  
Attorney for Defendant



Sept 11, 1960 service accyed by copy  
Bill Kellerman  
H. J. Ziegler

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD :  
VS. : No. 333 November Term, 1960  
DICK S. ADAMS : In Ejectment

COMPLAINT

This Complaint is filed in accordance with the Decree of the Court of Common Pleas of Clearfield County, Pennsylvania, dated July 20, 1961, opening the Judgment confessed in Ejectment to the above number and term.

(1). The Plaintiff and Defendant entered into a written Lease dated December 1, 1950 for the rent of garage premises in the Second Ward of Clearfield Borough, with monthly rent at \$100 per month. Said Lease to run for a period of one (1) year from the first day of December, 1950. A copy of said Lease is attached hereto, marked Plaintiff's Exhibit "A" and made a part hereof.

(2). Said Defendant has continued in possession thereafter, paying the sum of \$100 per month, plus an additional sum for rent of some equipment, which is not an issue in this case.

X (3). That beginning in December, 1952, said parties agreed to increase the rent from \$100 a month to \$130 a month.

(4). Thereafter, the Defendant paid to the Plaintiff a total of 49 checks, each dated a separate month; 45 of which checks were in the amount of \$130; 3 of which were in the amount of \$260; and 1 in the amount of \$390.

(5). The last rent paid by Dick Adams was a check dated October 31, 1960 in the amount of \$130, and no sum has been paid by the Defendant since that date.

(6). That the Plaintiff notified the Defendant that the rent was being increased from \$130 a month to \$150 a month, by a letter dated September 20, 1960, and a second letter of October 20, 1960, and in addition thereto, counsel for the Plaintiff notified the Defendant by a letter dated November 8, 1960, that the Lease would terminate as of the first day of December, 1960. Said letters are being attached hereto and marked Plaintiff's Exhibits "B", "C", & "D".

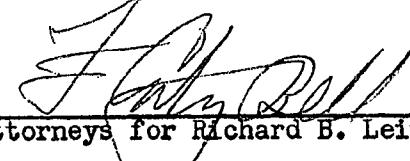
(7). That the Defendant failed to vacate the premises on December 1, 1960 and has remained in possession of said premises contrary to the instructions of the Plaintiff since that date.

(8). At the rate of \$130 a month, the Defendant is in arrears for a total of one month.

(9). If the rent was increased for the month to \$150, the Defendant is in arrears for 7 months at \$150 a month, or \$1050.

WHEREFORE, the Plaintiff asks that Judgment be rendered in his favor and against the Defendant at the trial of this cause for said premises and for the rent in arrears and costs.

BELL, SILBERBLATT & SWOOPES  
By

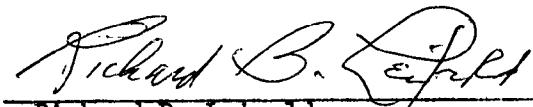
  
Attorneys for Richard B. Leipold

STATE OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared RICHARD B. LEIPOLD, 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.

  
Richard B. Leipold

Sworn to and subscribed  
before me this 25th day  
of July, 1961.

  
PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1962

This Indenture, Made the first day of December A. D. 1950  
BETWEEN Richard B. Leipold First Party  
and Dick S. Adams Second Party

Witnesseth, that the first party doth demise and let unto the second party a certain messuage or tenement, with the appurtenances, situate in the Second Ward of Clearfield borough, Clearfield county of and Commonwealth of Pennsylvania, bounded and described as follows, viz:

One brick garage building, located at the rear of lot numbered on the borough map as 119 Market Street.

Party of the first part agrees to furnish heat and maintain roof in all condition. Floors and sanitary drains shall be the responsibility of the party of the second part. Window glass shall be the responsibility of the party of the second part, excepting such damage as may result from falling ice or tree limbs.

The property shall be used to conduct a shop to paint and repair passenger and commercial automobiles. The party of the second part agrees to conform to any requirements imposed by the Fire Underwriters code to maintain insurance rates at the minimum for this type of operation.

To have and to hold the same until the second party for term of One year  
commencing the first day of January A. D. nineteen hundred fifty one  
YIELDING AND PAYING therefor One hundred (\$100.00) - - - - Dollars  
per month : Payable in advance

lawful continuance of the tenancy beyond said term shall be deemed a renewal thereof for the further term of one year to end at the expiration thereof without further notice.  
continuance shall be deemed a further renewal for a like term, to end in like manner. And every renewal subject to the provisions of this indenture.

And the Second Party doth Concur with the First Party in manner following that is to say:

The rent hereinbefore reserved shall be paid on the several days appointed therefor, without demand by the first party. No part of said term or any renewal shall be assigned, nor any portion of the demised premises underlet, without the written consent of the first party.

No waste shall be committed; and at the end of said term, or of any renewal, the demised premises shall be delivered up without further notice in as good condition as to the commencement thereof, ordinary wear and tear and unavoidable damage by fire, tempest and lightning excepted.

This Premise is upon Condition that the covenants of the second party shall be fully kept and performed; and on any breach thereof the estate demised shall at the election of the first party cease and determine, and the first party may re-enter the demised premises without previous notice or demand. And upon the expiration or other determination of said term, or of any renewal, any attorney may appear for the second party in an amicable action of ejectment for the demised premises, in any court having jurisdiction, and confess judgment therein, with costs, in favor of the first party, or those claiming under said first party, and against the second party and those claiming under said second party and authorize the immediate issuing of a writ of Habere Facias Possessionem, with clause of Fieri Facias, for the cost without asking leave of court; to be released upon the payment of the rent due, cost of suit and five per cent.

attorney's commission or fees within \_\_\_\_\_ days from the confession of said judgment \_\_\_\_\_

But such re-entry or judgment shall not bar the recovery of rent or damage for breach of covenant; nor shall the receipt of rent after condition broken be deemed a waiver of forfeiture.

The second party confesses judgment for the rent reserved for said term, and for each renewal, with stay of execution until the several days of payment such judgments to be entered successively as renewals shall take place. And judgment in ejectment as hereinbefore provided, may be entered concurrently therewith.

The notice to quit required by an Act of Assembly previous to proceedings to recover possession of the demised premises and the benefit of all laws granting stay of execution, appeal, inquisition, or exemption of property from sale of execution or distress for rent, are waived by the second party.

All personal property if removed from the premises shall for thirty days after such removal be liable to distress and may be distrained and sold for rent in arrear.

This indenture shall bind all persons claiming under the parties hereto, in whatever character, as fully as if they were in every instance herein named.

Sealed and delivered the day and year  
first written in the presence of }

W. D. Schoening

Richard B. Leipold SEAL  
Dick Adams SEAL

TELEPHONE 5-6658

**LEIPOLD ASSOCIATES**

204 WEST FIRST STREET

CLEARFIELD, PA.

Sept. 20, 1960

Adams Paint & Body Shop  
112 E. Market Street  
Clearfield, Pa.

Dear Dick:

I am sorry to have to inform you that starting this next month your rent will be increased to \$150.00 per month. This increase will aid greatly in meeting the local tax picture as it applies to the spot you are operating.

Very truly yours,



Richard B. Leipold

TELEPHONE 5-6688

**LEIPOLD ASSOCIATES**

204 WEST FIRST STREET

CLEARFIELD, PA.

October 20, 1960

Dear Dick:

Your check for \$130.00 has just been opened, and you must not understand the notice sent out last month. Your rent was raised to \$150.00 per month, which only partly reflects the actual tax situation and the cost of insurance, which you understand is set by your shop for the entire building.

Kindly send your check for the twenty dollars now due.

Very truly yours,

*Dick Leipold*

## BELL, SILBERBLATT &amp; SWOOP

Clearfield, Pennsylvania

November 8, 1960

F. CORTEZ BELL  
 M. L. SILBERBLATT  
 WALTER M. SWOOP  
 F. CORTEZ BELL, JR.  
 PAUL SILBERBLATT  
 RICHARD A. BELL

POPLAR 5-5537  
 CLEARFIELD TRUST CO. BLDG.  
 CLEARFIELD, PA.

DICKENS 2-1550  
 230 NORTH FRONT STREET  
 PHILIPSBURG, PA.

RE:

Mr. Dick Adams  
 Adams Paint & Body Shop  
 112 East Market Street  
 Clearfield, Pennsylvania

Dear Mr. Adams:

Richard Leipold showed me two checks of yours, each in the amount of \$130.00, for rent for the months of October and November. He told me that you had agreed to pay \$150.00 a month and had made payments in that amount. I asked him if he had a lease, and he said there was an old lease, so I asked him to get it; and he brought it in today. I find that this lease was dated the 1st day of December, 1950, for a term of one year, payable monthly in advance, and that this lease contains a provision that any further continuance should be deemed a renewal for a like term, to end in a like manner without any further notice.

Therefore, it is imperative that we either know whether you are going to pay the \$150.00 or still pay \$130.00. If it is \$130.00 a month, Mr. Leipold would like to have us proceed to confess judgment in ejectment under the terms of the lease.

He stated that he is willing to have you continue in the building until the 1st of January, 1961, provided you make the payments of \$150.00 per month. Unless we hear from you within one (1) week, we will assume that you do not desire to continue in the property; but we would appreciate your advising us your intentions, to avoid the expense of an action in Ejectment.

He does not want this lease to continue under the present arrangement; and if we are going to move, we have to do it promptly, hence this notice that your lease terminates as of December 1, 1960, at which time we would expect you to vacate.

Mr. Dick Adams

Page 2

November 8, 1960

On failure to do so, we will confess Judgment in  
Ejectment, unless we hear from you to the contrary as to  
entering into a new Lease.

Very truly yours,

BELL, SILBERBLATT & SWOPE

  
F. Cortez Bell

FCB:fmc

Leave over margin

*copy of summons  
affidavit of service  
Received by express mail 1961 to Lynch*

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
No. 333 November Term, 1960  
In Ejectment

RICHARD B. LEIPOLD

VS.

DICK S. ADAMS

COMPLAINT

To the within named Defendant:

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

BELL, SILBERBLATT & SWOOPRE  
By

*John Bell*  
Attnorneys for Richard B.  
Leipold

BELL, SILBERBLATT & SWOOPRE  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD :  
VS. : No. 333 November Term, 1960  
DICK S. ADAMS : IN EJECTMENT

PLAINTIFF'S REPLY

Richard B. Leipold files a Reply to the New Matter attached to the Defendant's Answer as follows:

(12). Paragraph (12) is admitted.

(13). Paragraph (13) is denied as pled. On the contrary, it is averred that prior to 1953 the Defendant paid the \$100 per month, plus certain other charges, which were usually paid in a separate check. Beginning with the June rent of 1953, the Defendant and the Plaintiff mutually agreed to the increase of the rent from \$100 to \$130 a month, and payments were made each month thereafter in the amount of \$130 a month or a multiple of \$130 a month up to the last payment dated October 31, 1960. All payments subsequent to January 3, 1958 and to October 31, 1960 were in the exact amount of \$130 a month, each check being made on the due date and marked, for rent. No evidence was ever given by the checks or any other writing as advanced rent.

(14). Paragraph (14) is denied. It is admitted that the payments were made as stated in the preceeding paragraph, but it is denied that the Defendant ever claimed, or the Plaintiff ever accepted, said rent as advanced payments.

(15). Paragraph (15) is denied as pled. In further answer thereto, it was said that said Lease was for the term of one year and the rent for the first year was \$100. Said Lease was to terminate without further notice, so the amount due under said Lease was \$1200. It is further averred that the usual requirements of advanced notice, prior to the termination of the Lease, as waived in said Lease, were given to the Defendant prior to the Confession of Judgment In Ejectment, and the said Lease terminated the first day of January,

1961, and an additional notice has been given to the Defendant as to the termination of this Lease on or before January 1, 1962.

(16). Paragraph (16) is denied as pled. It is denied that the amount stated in said paragraph represents the credit due, and it is averred that the Defendant has not paid any rent since October 31, 1960 and owes rent for November and December, 1960 and owes for the nine months already in 1961.

BELL, SILBERBLATT & SWOOPE  
By

Attorneys for Richard B. Leipold,  
Plaintiff

STATE OF PENNSYLVANIA: SS:  
COUNTY OF CLEARFIELD :

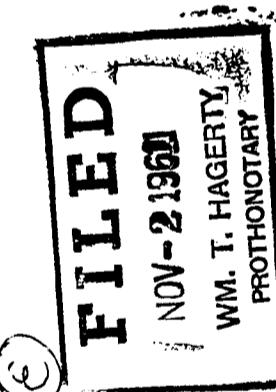
Before me, the undersigned officer, personally appeared RICHARD B. LEIPOLD, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Reply are true and correct to the best of his knowledge, information and belief.

*Richard B. Leipold*

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

Wm T. Hayerty  
PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1962

*Recd*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA No. 333 November Term, 1960 IN EJECTMENT				
RICHARD B. LEIPOLD		VS.		
		DICK S. ADAMS		
			PLAINTIFF'S REPLY	
 FILED NOV-2 1960 WM. T. HAGERTY PROTHONOTARY				
BELL, SILBERBLATT & SWOOPPE ATTORNEYS AT LAW CLEARFIELD TRUST CO. BLDG. CLEARFIELD, PENNA.				
COMMERCIAL PRINTING CO., CLEARFIELD, PA				

Now, Nov 2, 1960 service accepted by copy  
Eugene S. Miller  
Attorney for defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD LEIPOLD

vs.

DICK  
~~RICHARD~~ ADAMS

)  
) No. 333 November Term, 1960  
) In Ejectment

PETITION

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The Petition of Richard Adams, Defendant in the above action respectfully represents:

1. That Plaintiff entered judgment on lease agreement which is herein incorporated by reference.
2. That petitioner has a complete defense to the said judgment as follows:

(a). Said lease is for a one year period commencing the first day of January 1950 and calling for additional one year terms on a lawful holding over of the term.

(b). Said lease called for monthly rentals of \$100.00 per month.

(c). Your petitioner has from time to time since the commencement of said lease in 1950 paid sums of money in excess of the monthly rentals with the object of keeping the lease agreement paid well in advance.

(d). That Plaintiff Richard Leipold has accepted all said payments and still retains said sums.

(e). That at the present time the petitioner has paid rentals for most of the year of 1961 which rentals have been accepted and retained by Plaintiff.

3. That your petitioner has a lawful holding over and is not in default of rentals but in fact said rentals are paid far in advance.

WHEREFORE, your petitioner prays your Honorable Court to grant a rule to show cause why judgment should not be opened and that your petitioner be allowed to make defense thereto. Further that your Honorable Court orders that any execution on said judgment in ejectment be stayed pending this litigation.

Eugene G. Kibb

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CLEARFIELD ) SS:

RICHARD ADAMS, who, being duly sworn according to law,  
deposes and says that the facts set forth herein are true and  
correct to the best of his knowledge and belief.

Richard Adams  
Richard Adams

Sworn to and subscribed  
before me this 5 day  
of January, 1961.

Wm. T. Wagner

PROTHONOTARY  
My Commission Expires  
11 Monday Jan. 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD LEIPOLD

VS.

RICHARD ADAMS

)  
) No. November Term, 1960  
) In Ejectment

ORDER

AND NOW, January 5, 1961, on motion of Eugene G. Kitko, attorney for Defendant a rule is granted on the Plaintiff to show cause why the judgment should not be opened and Defendant let into a defense. Rule returnable Jan. 24<sup>th</sup>, 1960 at 10 a.m. Proceedings to stay until determination of the rule.

John J. Hausey  
P.J.

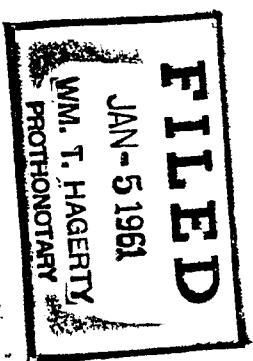
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 2-32 November Term, 1960  
In Ejectment

RICHARD LEIPOLD

VS.

RICHARD ADAMS

PETITION AND ORDER



EUGENE G. KITKO  
ATTORNEY AT LAW  
17 SOUTH SECOND STREET  
CLEARFIELD, PA.

Jan 5 1961 Answer may be filed by  
copy  
Bill Leipold  
F. G. KITKO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

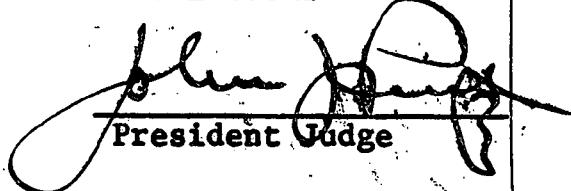
RICHARD B. LEIPOLD :  
VS : No. 333 November Term 1960  
DICK S. ADAMS :

Following the taking of testimony in the above matter, the Court having been advised by the parties that the matter had been settled, no disposition was made of the petition to open said judgment, until this date, when the Court has been advised no settlement had been effected.

O R D E R

NOW, July 20, 1961, judgment opened and defendant permitted to enter his defense, as set forth in the petition to open, namely, that all rents had been paid and by virtue of such payments, said lease was renewed for the period of the year 1961.

BY THE COURT

  
John H. Daugherty  
President Judge

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

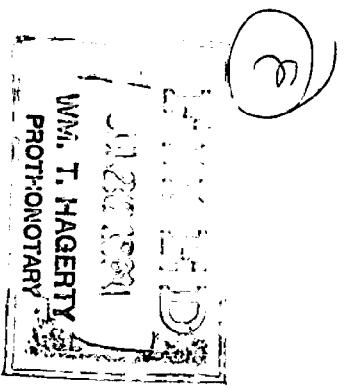
No. 333 November Term 1960

RICHARD B. LEIPOLD

VS

DICK S. ADAMS

ORDER



W.M. T. HAGERTY

PROTHONOTARY

JOHN J. PENTZ

PRESIDENT JUDGE

CLEARFIELD, PENNSYLVANIA

SIR:

The following three persons have been appointed Arbitrators in  
the case of Richard B. Leipold vs Richard S. Adams  
No. 333 November Term, 1961  
the first named being the Chairman of the Board:

Donald R. Mikesell, David E. Blakley

& Joseph P. Work

Hearing of the case has been fixed for Wednesday,  
November 22, 1961 at 10:00 A.M. EST  
in Court Room # Grand Jury Room

Very truly yours,

Wm T. Hagerty

Wm. T. Hagerty,  
Prothonotary

Richard B. Hyford

vs.

Dick S. Adams

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

No. 333 Nov. Term, 1956

PRAECIPE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule ..., requests you to appoint a **BOARD OF ARBITRATORS** and certifies that:

( ) The amount in controversy is \$1,000 or less.  
 ( ) The case is at issue.  
 ( ) An agreement of reference has been filed of record.  
 ( ) Judgment has been entered for want of an appearance.

RECORD APPEARANCES HAVE BEEN ENTERED FOR:-

Plaintiff Bill Silbabbitt Defendant Raymond Kilko

Date:

Bill Silbabbitt  
Attorney for Blank

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (2)

Bill Silbabbitt  
Attorney for

J. C. Bell  
Attorney for

Attorney for

Attorney for

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, Nov. 15, 1956, hearing of the above case is fixed for Wednesday, Nov. 22, 1956, in 10:00 AM Room, Clearfield County Court House, Clearfield, Pa., and the following Clearfield County Bar members:

Donald R. Mulcahy Chairman  
David E. Blakley  
Joseph B. Walek

are appointed as the **BOARD OF ARBITRATORS** to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time, and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

.....  
Prothonotary

by.....  
Deputy

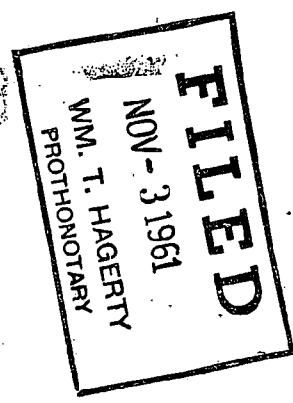
(1) See Court Rule 27

(2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas  
of Clearfield County

No. \_\_\_\_\_  
vs.  
Term, 195

PRAECIPE FOR APPOINTMENT OF  
ARBITRATORS



Richard B. Leipold

vs.

Derrick S. Adams

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTYNo. 333 November # 61  
Term, 1956

## OATH OR AFFIRMATION OF ARBITRATORS

Now, this 22nd day of November, 1956, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Donald R. Mikesell

Chairman

David E. Blakley

Joseph P. Work

Sworn to and subscribed before me

this 22nd day of November,

1956.

Wm T. Haperty  
Prothonotary

## AWARD OF ARBITRATORS

Now, this 22nd day of November, 1956, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

After 4 hours of testimony case was  
settled by Counsel.

Donald R. Mikesell Chairman

David E. Blakley

Joseph P. Work

## ENTRY OF AWARD

Now, this day of , 1956, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

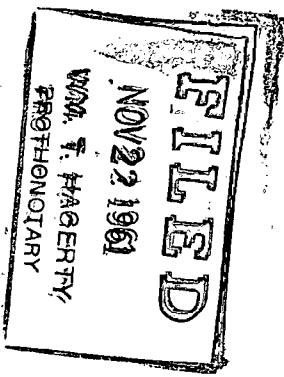
## WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

In the Court of Common Pleas  
of Clearfield County

No. vs. Term, 195

OATH OR AFFIRMATION  
OF ARBITRATORS  
AND AWARD



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD

:

versus

:

No. 333 November Term, 1960

RICHARD S. ADAMS

:

in Ejectment

AMENDED COMPLAINT

In compliance with Order of Court dated July 20, 1961, dated July 20, 1961, opening the Judgment confessed in ejectment, Amended Complaint is filed on behalf of the Plaintiff as follows:

(1). Plaintiff and Defendant entered into a written Lease dated the First day of December, 1950 for certain premises in the First Ward of Clearfield Borough, copy of said Lease being attached hereto, marked Plaintiff's Exhibit "A".

(2). Said Lease provided that it should expire at the end of one year without further notice.

(3). Said Lease likewise provided that a lawful continuance beyond said term to be deemed a renewal thereof for the term of one year to end at the expiration thereof without further notice.

(4). Said Lease provided for a payment of rent in the amount of \$100.00 a month, and there was an amount for rental of certain machinery, which is not relevant in this action.

(5). The rent was paid by the Defendant at \$100.00 a month, until the beginning of the year, 1956, at which time, the Plaintiff and Defendant had agreed to an increase of the rental from \$100.00 to \$130.00 a month, beginning with the payment of rent on February 17, 1956, when the Defendant paid \$260.00 for 2 months. The Defendant then continued to make monthly payments to the Plaintiff in the amount of \$130.00.

(6). Since the First of January, 1956, the Defendant has paid 40 checks, 45 of which were in the amount of \$130.00, one in the amount of \$390.00, and 3 in the amount of \$260.00.

(7). Said checks are not attached because they are in the possession of said Defendant, who has full knowledge of the same.

(8). By a notice dated September 20, 1960, prior to the end of the term on December 1, 1960, the Defendant was notified by the Plaintiff that the rent would be increased to \$150.00 a month. A second notice was sent in October of 1960, to the same effect and a letter from counsel for the Plaintiff was mailed to the Defendant advising the Defendant that the Plaintiff wanted possession of the building at the end of the term and that he could remain therein. Said notices are attached hereto as Plaintiff's Exhibits, B, C and D and made a part hereof.

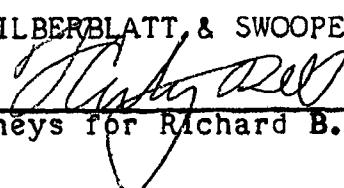
(9). The Defendant, having remained in possession after the First of December, 1960, judgment was confessed in ejectment against the Defendant for the failure to vacate the premises at the end of the term.

(10). No rent has been paid by the Defendant since October 31, 1960, which was the payment of the November rent, so that the Defendant has failed to make any payments for the rent for December 1960, or for the first 7 months of 1961, a total of 8 months, at \$130.00 a month, or \$1,040.00.

(11). That the arrearages of the Defendant will continue. WHEREFORE the Plaintiff asks that judgment in ejectment be rendered in his favor and against the Defendant, together with judgment for all rent in arrears and costs.

BELL, SILBERBLATT & SWOOP

by

  
Attorneys for Richard B. Leipold

STATE OF PENNSYLVANIA : SS:  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared RICHARD B. LEIPOLD, who, being duly sworn according to law, deposes and states, that the facts set forth in the foregoing Complaint are true and correct to the best of ~~his~~ knowledge information and belief.

Richard B. Leipold

Sworn and subscribed to before  
me this 16 day of August,  
1960.

Wm. H. Nagy

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1962

Leave over margin

IN THE COURT OF COMMON  
PLEAS OF CLEARFIELD  
COUNTY, PENNSYLVANIA  
No. 333 Nov. term, 1960

RICHARD B. LEIPOLD

versus

RICHARD S. ADAMS

AMENDED COMPLAINT

TO THE WITHIN NAMED DEFENDANT:

You are hereby required  
to file an Answer to the  
Complaint in ejectment  
within 20 days from the date  
of service thereof.

BELL, SILBERBLATT & SWOOP

by *J. H. Bell*  
Attorneys for Plaintiff

FILED

AUG 16 1961

WM. T. HAGERTY

PROTHONOTARY

BELL, SILBERBLATT & SWOOP  
ATTORNEYS AT LAW

CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.

AMERICAN PRINTING CO., CLEARFIELD, PA.

Now, this 16<sup>th</sup> day of Aug. 1961 service accepted  
*Eugene J. Kitter*  
*Attorney for Plaintiff*

Writ of Possession

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

RICHARD B. LEIPOLD

VS.

DICK S. ADAMS

NO. 333 November Term, 19 60  
Writ of Poss. No. 13 Nov. Term, 1960

WRIT OF POSSESSION

Commonwealth of Pennsylvania }  
County of Clearfield } SS:

To the Sheriff of Clearfield County:

(1) To satisfy the judgment for possession in the above matter you are directed to deliver possession of the following described property to

RICHARD B. LEIPOLD

(Specifically describe property)

(2) To satisfy the costs against DICK S. ADAMS

you are directed to levy upon the following property One brick garage building, located at the rear of Lot No. on the Borough Map, as 119 Market St., said property being to the northeast of the present Acme store

of Richard B. Leipold

and sell his interest therein.

*Tom T. Wagner*  
Prothonotary



Deputy

Date January 4, 1961

Proth'y. No. 62

14/1/69  
RECEIVED WRIT THIS 4<sup>th</sup> day  
of Jan 1969 A. D., 1961,  
at 3:00 P. M.  
C. G. Ammerman  
Sheriff

No. 333 November Term, 19 60  
No. 13 November Term, 19 60  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.

Richard B. Leipold

vs.

Dick S. Adams

WRIT OF EXECUTION

EXECUTION DEBT	Premises
Interest from - - -	
Prothonotary - - -	6.00
Use Attorney - - -	7.50
Use Plaintiff - - -	
Attorney's Comm. - - -	5%
Satisfaction - - -	
Sheriff - - - -	

WRIT OF POSSESSION

Bell, Silberblatt & Swoope  
Attorney(s) for Plaintiff(s)

Bell, Silberblatt & Swoope  
Attorney for Plaintiff(s)

NOW, January 5, 1961 the within Writ of Possession returned, "unserved".  
Order of Court having been issued staying proceedings.

So answers,

*Charles G. Ammerman*  
CHARLES G. AMMERMAN  
Sheriff

NOW, January 5, 1961 direct this writ be returned "unserved".

*F. Cortez Bell*  
Bell, Silberblatt & Swoope  
Attys. for the plaintiff  
by F. Cortez Bell

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Richard B. Leipold

No. 333 November Term, 1960

vs

Dick S. Adams

### Action in Ejectment

NOW, JANUARY 7, 1961 by direction of F. Cortez Bell, Atty. for the plaintiff, the within Action in Ejectment is returned "unserved".

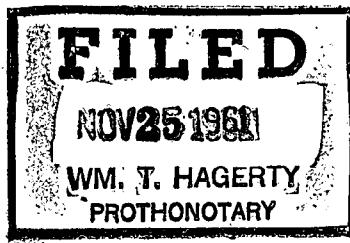
So answers.

Charles G. Ammerman  
CHARLES G. AMMERMAN  
Sheriff

Sworn to before me this

9th day of January A. D. 1961.

Wm T. Haperty  
Prothonotary



J.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD : :

v. : No. 333 *Nov.* Term, 1960

DICK S. ADAMS : :

TO WILLIAM T. HAGERTY, PROTHONOTARY:

AND NOW, this 3rd day of January, 1961, it is agreed that an amicable action in ejectment be entered by the Prothonotary in the Court of Common Pleas of Clearfield County, Pennsylvania, as if a Summons in Ejectment had been issued by Richard B. Leipold Plaintiff, against Dick S. Adams, Defendant for all and singular the property situate in the First Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, containing one (1) brick garage building, located at the rear of Lot No. on the Borough Map, as 119 Market Street, said property being to the northeast of the present Acme store, now in possession of the Defendant, as if said Summons in Ejectment had been duly returned, served by the Sheriff upon the Defendant, and the said Dick S. Adams hereby confesses judgment in ejectment for the said premises in favor of Richard B. Leipold, the Plaintiff and against Dick S. Adams, the Defendant, according to the terms of the Lease between the Plaintiff and Defendant, <sup>copy of</sup> the same being hereto attached and marked Exhibit "A", and the said Defendant does hereby further confess judgment in favor of the said Richard B. Leipold, for the costs of this proceeding, and the said Defendant by the terms of the said Lease, agrees that the said amicable action of judgment in ejectment together with the judgment for any amount of rent due, might be used against him without any stay of execution and that upon entry of said judgment, a writ of Habere Facias Possessionem with clause of Fieri Facias for costs, rent due and attorneys' commission of five (5%) per cent might issue forthwith without any prior writ or proceeding whatsoever and the Defendant further

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waives the benefit of all laws granting stay of execution, appeal, inquisition or exemption of property from sale of execution or distress for rent.

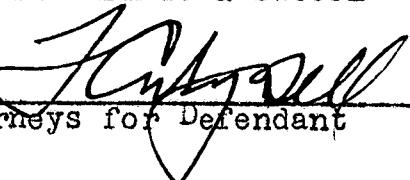
BELL, SILBERBLATT & SWOOP

by

  
Attorneys for Plaintiffs

BELL, SILBERBLATT & SWOOP

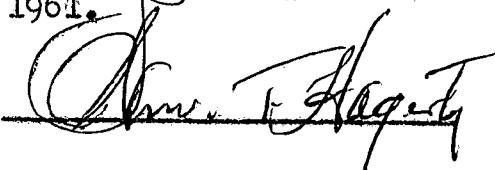
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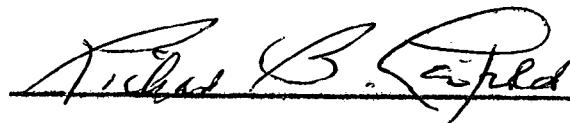
  
Attorneys for Defendant

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : ss:

RICHARD B. LEIPOLD, being duly sworn according to law, deposes and states that he is the Plaintiff abovenamed, and that he is familiar with the facts set forth in the foregoing amicable action and confession of judgment in ejectment, and that the facts set forth are true and correct, and that the copy of the Lease is attached hereto.

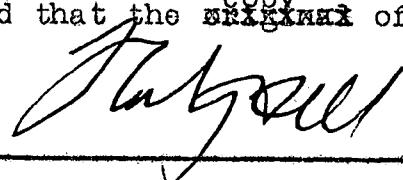
Sworn to and subscribed  
before me this 3  
day of Jan,  
1961.



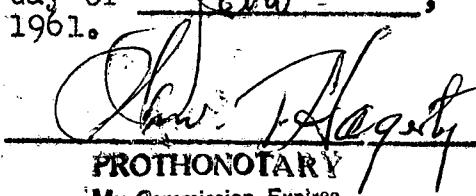


STATE OF PENNSYLVANIA:  
COUNTY OF CLEARFIELD : SS:

F. CORTEZ BELL, being duly sworn according to law, deposes and states that he is attorney for the Defendant herein, and that the foregoing facts are true and correct to the best of his knowledge, information and belief, and that the <sup>COPY</sup> ~~original~~ of said Lease is attached hereto.



Sworn to and subscribed  
before me this  
day of Jan,  
1961.



PROTHONOTARY  
My Commission Expires  
1st Monday Jan, 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
RICHARD B. LEIPOLD :

v. : No. Term, 196

DICK S. ADAMS :

STATEMENT OF PLAINTIFF'S CLAIM

The Plaintiff's claim in this case is founded upon the following statement of facts:

(1). That by a Lease dated the First day of December, 1950, Plaintiff did lease to Dick S. Adams, the garage premises in the First Ward of Clearfield Borough, adjoining the Acme store property.

(2). Said Lease commenced on the First day of January, 1950 and was for a term of one (1) year.

(3). Said Lease contained the following wording:

A lawful continuance of the tenancy beyond said term shall be deemed a renewal for the further term of one (1) year, to end at the expiration thereof without further notice.

The said Defendant continued to remain in possession of said property although by written agreement, the rent was raised in March of 1953 to \$130.00 per month. Thereafter the said Dick S. Adams paid rent at the rate of \$130.00 a month.

(4). Thereafter, Lessor, Richard B. Leipold, notified the said Dick S. Adams, that he discontinue possession of the premises and on November 8, 1960, a letter was written to Dick S. Adams, advising him that he was holding 2 checks for the months of October and November, as they were in the amount of \$130.00 each, but that he had previously paid \$150.00, per month, and that Mr. Leipold desired possession of the premises.

(5). Said letter of November 8 provided that Mr. Leipold would be willing to give him another year's Lease at \$150.00 per month, but would not extend the period beyond that time.

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(6). Counsel for Dick Adams consulted with Counsel for Richard B. Leipold, and offered to renew the Lease for 3 years at \$150.00 per month, hence this suit.

(7). On December 21, 1960, a second letter was send to Dick S. Adams advising him that we desired possession of the premises, and would confess judgment in ejectment, if he did not submit prior to the second day of January, 1961, which letter has been verbally acknowledged by counsel for Defendant.

(8). On account of the termination of said Lease, and the desire of the Plaintiff to have possession of the building, Plaintiff does hereby elect to terminate said Lease and to enter judgment against Defendant, for the possession of the premises together with the right to issue immediately a writ of Habere Facias Possessionem.

BELL, SILBERBLATT & SWOOP

By

\_\_\_\_\_  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD B. LEIPOLD : :

v. : No. Term, 1960

DICK S. ADAMS : :

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Now, this day of January, 1960, issue Writ of Habere  
Facias Possessionem in the above matter, together with a clause  
of Fieri Facias, Plaintiff's damage as set forth below.

BELL, SILBERBLATT & SWOOP

By

\_\_\_\_\_  
Attorneys for Plaintiff

Costs:

This Indenture, Made the first day of December A. D. 1950  
BETWEEN Richard B. Leipold First Party  
and Dick S. Adams Second Party

Witnesseth, that the first party doth demise and let unto the second party a certain messuage or tenement, with the appurtenances, situate in the Second Ward of Clearfield borough, Clearfield county of

and Commonwealth of Pennsylvania, bounded and described as follows, viz:

One brick garage building, located at the rear of lot  
numbered on the borough map as 119 Market Street.

Party of the first part agrees to furnish heat and  
maintain roof in all condition. Floors and sanitary  
drains shall be the responsibility of the party of  
the second part. Window glass shall be the responsi-  
bility of the party of the second part, excepting such  
damage as may result from falling ice or tree limbs.

The property shall be used to conduct a shop to paint  
and repair passenger and commercial automobiles. The  
party of the second part agrees to conform to any re-  
quirements imposed by the Fire underwriters code to  
maintain insurance rates at the minimum for this type  
of operation.

To Hire and to Hold the same until the second party for term of One year  
commencing the first day of January A. D. nineteen hundred fifty one  
YIELDING AND PAYING therefor One hundred (\$100.00) - - - - Dollars  
per month : Payable in advance

One year continuance of the tenancy beyond said term shall be deemed a renewal thereof for the further term of  
continuance shall be deemed a further renewal for a like term, to end in like manner. And every renewal or holding over shall be  
subject to the provisions of this indenture.

And the Second Party doth Covenant with the First Party in manner following that is to say:

The rent hereinbefore reserved shall be paid on the several days appointed therefor, without demand by the first party.  
No part of said term or any renewal shall be assigned, nor any portion of the demised premises underlet, without the written  
consent of the first party.

No waste shall be committed; and at the end of said term, or of any renewal, the demised premises shall be delivered up without  
further notice in as good condition as to the commencement thereof, ordinary wear and tear and unavoidable damage by fire,  
tempest and lightning excepted.

This Demise is upon Condition that the covenants of the second party shall be fully kept and performed; and on any breach thereof  
the estate demised shall at the election of the first party cease and determine, and the first party may re-enter the demised premises  
without previous notice or demand. And upon the expiration or other determination of said term, or of any renewal, any attorney  
may appear for the second party in an amicable action of ejectment for the demised premises, in any court having jurisdiction, and  
confess judgment therein, with costs, in favor of the first party, or those claiming under said first party, and against the second party  
and those claiming under said second party and authorize the immediate issuing of a writ of Habere Facias Possessionem, with clause of  
Fieri Facias, for the cost without asking leave of court; to be released upon the payment of the rent due, cost of suit and five per cent.

attorney's commission or fees within \_\_\_\_\_ days from the confession of said judgment \_\_\_\_\_

But such re-entry or judgment shall not bar the recovery of rent or damage for breach of covenant; nor shall the receipt of rent after  
condition broken be deemed a waiver of forfeiture.

The second party confesses judgment for the rent reserved for said term, and for each renewal, with stay of execution until  
the several days of payment such judgments to be entered successively as renewals shall take place. And judgment in ejectment as  
hereinbefore provided, may be entered concurrently therewith.

The notice to quit required by an Act of Assembly previous to proceedings to recover possession of the demised premises and  
the benefit of all laws granting stay of execution, appeal, inquisition, or exemption of property from sale of execution or distress for  
rent, are waived by the second party.

All personal property if removed from the premises shall for thirty days after such removal be liable to distress and may be  
distrained and sold for rent in arrear.

This indenture shall bind all persons claiming under the parties hereto, in whatever character, as fully as if they were in every  
instance herein named.

Sealed and delivered the day and year  
first written in the presence of }

W. D. Schoening

Richard B. Leipold   
Dick Adams 

Leave over margin

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 333 ~~Sept~~ Term, 1962

RICHARD B. LEIPOLD

v.

DICK S. ADAMS

ACTION IN EJECTMENT

I hereby certify this to be a true and  
attested copy of the original statement  
filed in this case.

Attest:

*Dick S. Adams*  
Prothonotary

BELL, SILBERBLATT & SWOOPPE  
ATTORNEYS AT LAW  
CLEARFIELD TRUST CO. BLDG.  
CLEARFIELD, PENNA.