

DOCKET NO. 173

NUMBER	TERM	YEAR
417	November	1960

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Wiggin Products Company, Inc.

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VERSUS

A. T. McClure

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Writ of Execution - Money Judgments.

Wiggin Products Company, Inc.  
vs.

A. T. McClure

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA.  
NO. 38 February Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania      }  
County of Clearfield      } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against A. T. McClure

, defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of , as garnishee,

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due	\$ 480.50
Interest from January 28, 1960	Prothonotary-- \$ 8.00
Costs (to be added)	Attorney \$ 19.10

*Howard H. Nagel, Jr.*  
Prothonotary



By \_\_\_\_\_ Deputy \_\_\_\_\_

Date May 1, 1961

Proth'y. No. 64

Now, March 2, 1962, debt, interest and costs having been paid, I hereby direct this writ to be returned and the judgment to be marked "satisfied".

J. Paul Frantz, Jr.  
Atty for Plaintiff

Now, March 2, 1962, by direction of J. Paul Frantz, attorney for Plaintiff, I return this Writ and Judgment marked "satisfied" all costs paid.

So Answers,

*James B. Reese*  
James B. Reese  
Sheriff

✓ Wiggins Products Company, Inc.

vs.

✓ A. T. McClure

WRIT OF EXECUTION  
(Money Judgments)

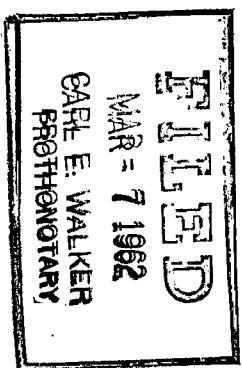
EXECUTION DEBT	\$480.50
Interest from - - -	1/28/60
Prothonotary - - -	8.00
Use Attorney - - -	19.10

WRIT OF EXECUTION

Use Plaintiff - -  
Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -  
\$20.00 Rec



✓ No. 417 November Term, 19 60  
No. 38 February Term, 19 61  
at 10:00 A.M.

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

*J. Paul Frantz, Jr.*  
Atty for Plaintiff

J. Paul Frantz, Jr.  
Attorney(s) for Plaintiff(s)

J. Paul Frantz, Jr.  
Attorney for Plaintiff(s)

✓

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WIGGIN PRODUCTS COMPANY, INC. :  
VS. : No. 417 November Term, 1960  
A. T. McCLURE : IN ASSUMPSIT

PRAECIPE FOR JUDGMENT

TO WM. T. HEGARTY, PROTHONOTARY

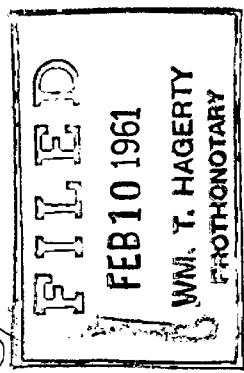
Enter judgment in favor of Wiggin Products Company, Inc., plaintiff, and against A. T. McClure, defendant, for want of an appearance and failure to file an Answer or other defensive pleading according to the calculation below.

J. Paul Frank, Jr.  
\_\_\_\_\_  
Attorney for Plaintiff

Dated:  
February 10, 1961

CALCULATION

Debt	\$480.50
Interest from January 28, 1960	
Costs	



# Affidavit of Service

Wiggin Products Co. Inc.

vs.

A. T. McClure

No. 417 November Term, 19 60

Complaint In Assumpsit

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

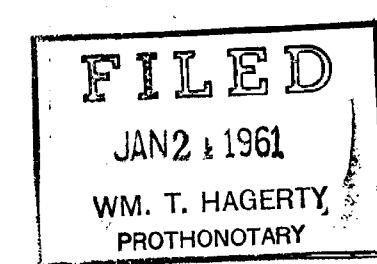
NOW January 18, 19 61 at 4:40 o'clock P.M.  
served the within Complaint In Assumpsit  
on A. T. McClure  
at place of residence, 215 East Washington Avenue, DuBois, Pa.

by handing to Edith McClure an adult member of the family being the  
wife of A. T. McClure  
a true and attested copy of the original Complaint In Assumpsit  
known to her the contents thereof. Costs Sheriff Amerman \$11.60  
(Paid by Atty Frantz)

Sworn to before me this 19th  
day of January A. D. 19 61  
John J. Flanagan  
Prothonotary

So answers,

Charles G. Amerman  
CHARLES G. AMERMAN  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WIGGIN PRODUCTS COMPANY, INC. :

VS.

: No. 417 November Term, 1960  
IN ASSUMPSIT

A. T. McCLURE :

PRAECIPE FOR WRIT OF EXECUTION

TO WM. T. HAGERTY, PROTHONOTARY:

Issue writ of execution in the above matter,

(1) directed to the Sheriff of Clearfield County;  
(2) against A. T. McClure, defendant;  
(3) and index this writ

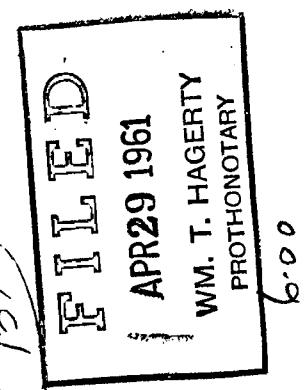
(a) against A. T. McClure, defendant.

(4) amount due \$480.50  
Interest from January 28, 1960  
Costs

J. Paul Tracy, Jr.  
\_\_\_\_\_  
Attorney for Plaintiff

Dated:  
April 29, 1961

38 Feb - 1961



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WIGGIN PRODUCTS COMPANY, INC. :

VS. :

No. 417

November Term, 1960  
IN ASSUMPSIT

A. T. MCCLURE :

COMPLAINT

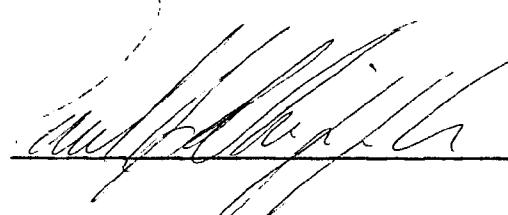
1. The Plaintiff is a corporation organized under the laws of the State of Massachusetts with its principal place of business at 50 Terminal Street, Boston, Massachusetts.
2. The Defendant is an individual with his place of business at 215 East Washington Avenue, DuBois, Pennsylvania.
3. The Plaintiff at the oral and written request of the Defendant sold certain Solaray Heaters and Heating Units on the dates and for the prices as more fully set out in the statement and invoices hereto attached, marked Exhibit "A", and made a part hereof.
4. That the prices charged the Defendant were fair and reasonable at the time of sale and were the same as those charged other customers of the Plaintiff for the same kind and amount of said heaters and heating units.
5. That the amount due the Plaintiff for said heaters and heating units is \$480.50.
6. The Plaintiff has demanded payment from the Defendant of the amount due, but Defendant has refused and neglected and still refuses and neglects to pay the same or any part thereof.

WHEREFORE, Plaintiff demands judgment against the Defendant for \$480.50 with interest from January 28, 1960.

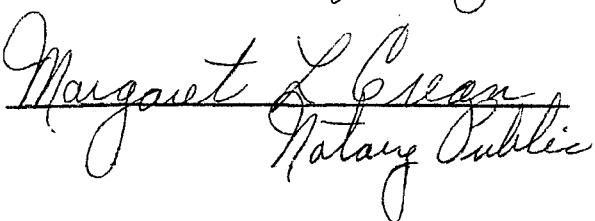
  
\_\_\_\_\_  
Attorney for Plaintiff

STATE OF MASSACHUSETTS : : SS:  
COUNTY OF SUFFOLK : :

PAUL J. WHIPPLE, being duly sworn according to law, deposes and says that he is President of Wiggin Products Company, Inc.; that as such President he is authorized to make this affidavit; and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge and belief.

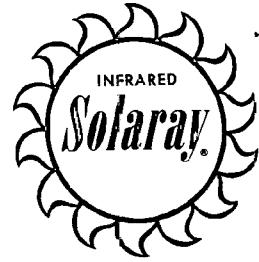
  
\_\_\_\_\_  
Paul J. Whipple

Sworn to and subscribed before me  
this 6<sup>th</sup> day of January, 1961.

  
\_\_\_\_\_  
Margaret L. Green  
Notary Public

**WIGGIN PRODUCTS COMPANY, INC.**

50 TERMINAL STREET • BOSTON 29 • MASSACHUSETTS  
Charlestown 2-0830



December 19, 1960

*Paul J. Whipple — President*  
~~Executive Vice President~~  
~~Chairman of the Board~~  
*Sherman L. Whipple, Jr. — Treas.*

**STATEMENT**

A. T. McClure  
215 East Washington Street  
Dubois, Pennsylvania

1.	Invoice #175	11/5/59	\$105.00
2.	" #190	11/19/59	47.50
3.	" #248	12/11/59	264.00
4.	" 350	1/28/60	<u>64.00</u>
TOTAL DUE			\$480.50

Very truly yours,

*William A. Carlin*  
William A. Carlin  
Assistant Treasurer

WAC/je

*EXHIBIT "A"*

**OUTDOOR OR INDOOR  
INFRARED FOCUSED HEATING**

# WIGGIN PRODUCTS COMPANY, INC.

50 TERMINAL STREET (CHARLESTOWN DISTRICT)  
BOSTON 29, MASS.

Invoice No.

CH 2-0880

OFFICE COPY

Invoice Date 1/28/60

SOLD TO

SHIP TO

John A. Clark Co.  
215 West Washington Street  
Bridgeport, Pa.

864 e

PLEASE PAY FROM THIS INVOICE. WE DO NOT SEND MONTHLY STATEMENTS

VIA	B&I NUMBER	CITY	F. O. B. Plant	DESCRIPTION	TERMS	A DISCOUNT OF \$	IF PAID BY	Cust. Order No.	Quantity Shipped	Price	Amount
	RF201			Solaray Heaters							28.44
1	WP206										32.56
											61.00

#### SUBJECT TO THE FOLLOWING CONDITIONS

Our goods are guaranteed only against defects in workmanship and material.

WE WILL NOT ACCEPT RETURN OF ANY MERCHANDISE, UNLESS AUTHORIZED BY US IN WRITING.

We hold a clear receipt from the carrier for shipment in good order and this releases us from responsibility for damage done in transit. If you give the carrier a clear receipt for damaged goods, or for shipment on which there are shortages, you do so at your own risk.

WIGGIN PRODUCTS CO<sup>1</sup>, Inc.

## WIGGIN PRODUCTS CO., INC.

50 TERMINAL STREET  
CHARLESTOWN 29, MASS.

Tel. CHarlestown 2-0880

November 19, 1959

Sold to A. T. McClure  
P. O. Box 341  
215 East Washington Avenue  
DuBois, Pennsylvania

Terms	Memo	Your Order No.		
Quantity	Cat. No.	Description	Unit Price	Total
1	WP101	Solaray Heating Unit #126		47.50

OFFICE

## WIGGIN PRODUCTS CO., INC.

50 TERMINAL STREET  
CHARLESTOWN 29, MASS.

November 9, 1959

Tel. CHARLESTOWN 2-0880

Sold to  
Mr. A. T. McGuire  
215 E Washington Ave.  
Dubois, Pennsylvania

Terms		Your Order No.		Base
Quantity	Cat. No.	Description	Unit Price	Total
1	WP 101	Solaray Heating Unit #117	47.50	47.50
1	WP 108	118	57.50	57.50
				<u>105.00</u>

OFFICE

## WIGGIN PRODUCTS CO., INC.

50 TERMINAL STREET  
CHARLESTOWN 29, MASS.

Tel. Charlestown 2-0880

December 11, 1959

Sold to      A. T. McClure Assoc.  
                   215 E. Washington Ave.  
                   Dubois, Pennsylvania

Terms    Discount    If paid by 12/25    Your Order No.

Quantity	Cat. No.	Description	Unit Price	Total
6	WP101	Solaray Electric Heaters #512-514 incl. 516-518 "	44.00	264.00
Shipped Transamerican Freight Lines 12/8				
OFFICE				

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
NO. 417 NOVEMBER TERM, 1960  
IN ASSUMPSIT

WIGGIN PRODUCTS COMPANY, INC.

VS.

A. T. McCCLURE

COMPLAINT

TO THE WITHIN DEFENDANT

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

*J. Paul McClure, Jr.*

Attorney for Plaintiff

FILED  
JAN 16 1961  
LAW OFFICES  
JAN P. MCCLURE, JR.  
26 SOUTH SECOND STREET  
CLEARFIELD, PA.  
WM. T. McLEARN  
PROTHONOTARY

450 By atty