

DOCKET NO. 174

Number	Term	Year
2	September	1961

Commonwealth of Pennsylvania Insurance Department

Versus

Bill G. Hoover

W. ALBERT RAMEY

ATTORNEY AT LAW

CLEARFIELD PO 5-4541

12 NORTH SECOND STREET
CLEARFIELD, PA.

September 5, 1961

Smith, Smith & Work
Attention: Joseph P. Work, Esq.
Attorneys at Law
Clearfield, Pennsylvania

Dear Mr. Work:

Please be advised that I have this day filed the transcript of the judgment entered on the docket of Harry G. Ganoe, Justice of the Peace, in the case of Commonwealth of Pennsylvania Insurance Department vs Bill G. Hoover. This appeal was filed as of this date to No. 2 September Term, 1961.

This notice is given in compliance with §1 of Rule 3 of the Rules of Court. I am enclosing this letter in duplicate so that you may accept service of this notice on the bottom of the original and return it to me to be filed with the papers in the Prothonotary's office.

Very truly yours,

W. Albert Ramey
Attorney

WAR:ve

NOW, September 6, 1961, we, Smith, Smith & Work, Attorneys for Commonwealth of Pennsylvania Insurance Department, hereby accept service of the notice of the filing of the above mentioned appeal in the Court of Common Pleas of Clearfield County.

SMITH, SMITH & WORK

By Joseph P. Work
Joseph P. Work

Service accepted this 27th day of September
1961 by copy Smith Smith & Work per Joseph R. Work
attorney for plaintiff

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

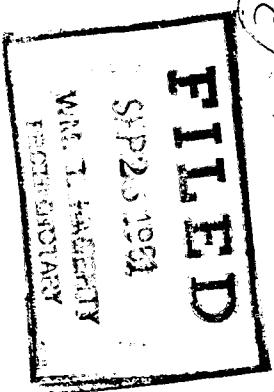
No. 2 September Term, 1961

FRANCIS R. SMITH, Insurance
Commissioner of the Common-
wealth of Pennsylvania, and
as such, Statutory Liquidator
of General Mutual Fire Ins. &
Reins. Company

vs

BILL G. HOOVER
McNaul Street
Curwenville, Penna.

DEFENDANT'S ANSWER TO
COMPLAINT IN ASSUMPSIT



W. ALBERT RAMEY
ATTORNEY AT LAW
CLEARFIELD, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FRANCIS R. SMITH, Insurance :
Commissioner of the Commonwealth : No. 2 September Term,
of Pennsylvania, and as such : 1961
Statutory Liquidator of General
Mutual Fire Ins. & Reins. Company : IN ASSUMPSIT

vs :
BILL G. HOOVER :
.

DEFENDANT'S ANSWER TO COMPLAINT IN ASSUMPSIT

1. The defendant does not know General Mutual Fire Insurance and Reinsurance Company (hereinafter referred to as General Mutual), and never had any dealings with such concern; after reasonable investigation he is without knowledge or information sufficient to form a belief as to the truth of the averment of ¶1 of the Complaint and proof thereof is demanded.
2. The defendant does not know General Mutual, and never had any dealings with such concern; after reasonable investigation he is without knowledge or information sufficient to form a belief as to the truth of the averment of ¶2 of the Complaint, and proof thereof is demanded.
3. The defendant does now know General Mutual, and never had any dealings with such concern; after reasonable investigation he is without knowledge or information sufficient to form a belief as to the truth of the averment of ¶3 of the Complaint, and proof thereof is demanded.
4. ¶4 of the Complaint is denied. Defendant never transacted any business with General Mutual. It is denied that General Mutual ever insured the defendant. Furthermore, it is denied that any policies of insurance allegedly issued by General

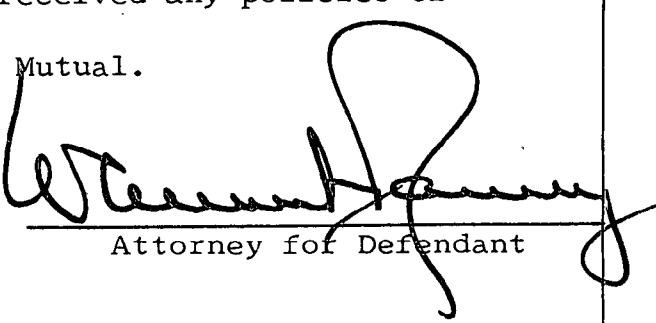
Mutual were ever delivered to or accepted by the defendant. Furthermore, it is denied that the alleged Exhibit B reveals the type or kind of insurance policies or the automobiles which they purport to cover, or that any automobiles allegedly covered by said policies were owned by the defendant. Furthermore, neither the Complaint nor the Exhibit reveals the type of coverage or the loss allegedly insured against. Neither the Complaint nor Exhibit B avers how, when, or by whom said alleged policies of insurance were delivered to the defendant. On the contrary, it is averred that defendant never contracted for, received, or saw any policies allegedly issued to him or in his name, and, therefore, denies all the averments set forth in ¶4, and demands proof thereof. After reasonable investigation he is without knowledge or information concerning the provisions or contents of policies of insurance because the means of proof are within the exclusive control of the plaintiff.

5. ¶5 of the Complaint is denied for the reasons set forth in Paragraphs 1, 2, 3, and 4 hereof, and proof thereof is demanded.

6. For the reasons hereinbefore stated, the alleged liability of the defendant as stated in ¶6 is denied. Furthermore, after reasonable investigation defendant is without knowledge or information sufficient to form a belief as to the truth of the averment and proof thereof is demanded.

7. ¶7 of the Complaint is admitted. Defendant has failed and refused to pay the sum demanded, to wit, \$295.16, for the reasons hereinbefore stated, to wit, that defendant never had any dealings with General Mutual or contracted with it for

any insurance coverage, and never received any policies of insurance of any kind from General Mutual.


W. Albert Ramey
Attorney for Defendant

STATE OF PENNSYLVANIA:

: SS:

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared BILL G. HOOVER, who, being duly sworn according to law, deposes and says that the facts set forth in the within Answer to Complaint in Assumpsit are true and correct to the best of his knowledge, information and belief.

Sworn to and subscribed before :

me this 25th day of Sept,
1961.

Bill G. Hoover

Wm T. Hagerty

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

Commonwealth
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY
September Term, 1961 No. ~~96~~

FRANCIS R. SMITH, Insurance Commissioner of Pennsylvania and as such, Statutory Liquidator of General Mutual Fire Insurance and Reinsurance Company.

vs.

Bill G. Hoover
McNaul Street
Curwensville, Penna.

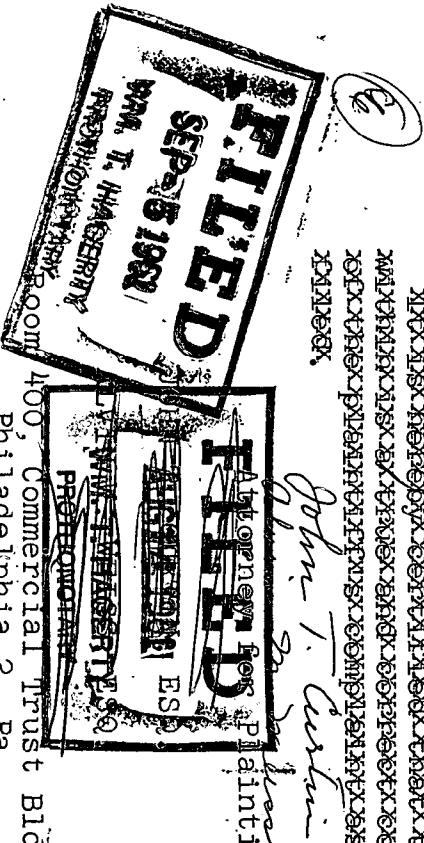
COMPLAINT IN ASSUMPSIT

To the Defendant:

You are hereby notified to plead to the enclosed complaint within twenty days from service thereof.

Jury trial is waived.

John T. Cushing
Attorney for Plaintiff



450 Atty

FRANCIS R. SMITH, Insurance
Commissioner of the Commonwealth
of Pennsylvania, and as such,
Statutory Liquidator of General
Mutual Fire Ins. & Reins. Company

vs:

Bill G. Hoover
McNaul Street
Curwensville, Penna.

: In the Court of Common Pleas
Clearfield County

: *2 Sept 1961*

: ~~September~~ ~~1961~~ TERM 19 61

:

:

: NO. ~~1~~

COMPLAINT IN ASSUMPSIT.

1. The General Mutual Fire Insurance and Reinsurance Company (hereinafter referred to as General Mutual) was a domestic mutual fire insurance company incorporated under the laws of the Commonwealth of Pennsylvania and authorized to transact an insurance business in Pennsylvania.

2. The said General Mutual having become insolvent, was dissolved on November 20, 1951 by order of the Court of Common Pleas of Dauphin County (Commonwealth Docket No. 140 of 1951), and the plaintiff, who is the Insurance Commissioner of the Commonwealth of Pennsylvania, was appointed receiver with title to all of the property, contracts and rights of action of the said General Mutual, to liquidate its business.

3. On May 10, 1958, the said Court of Common Pleas of Dauphin County ordered and decreed that all members and policyholders of General Mutual, including the defendant, pay an additional premium or assessment for the purpose of paying the losses of the said General Mutual in an amount which "shall be the result of multiplying the total of the following monthly assessment factors of the months during which the policy was in force, by the cash premium stated in the policy, subject to the limitation that the additional premium or assessment shall not exceed an amount equal to the said cash premium". The said

monthly assessment factors are contained in the copy of the said assessment order and decree, which is attached hereto and marked Exhibit "A", and which is incorporated herein by reference thereto.

4. General Mutual insured the defendant as set forth in Exhibit "B" attached hereto. The originals of the policies of insurance set forth in Exhibit "B" were issued and delivered to and accepted by the defendant, but no copies were retained by the said General Mutual. As a result, the plaintiff is unable to attach hereto the policies or copies thereof, but the substance of the said policies was that they were standard automobile ~~fire~~ mutual insurance policies. The part of the said policies material to the plaintiff's cause of action is the "Mutual Provision" which stated that "the insured is hereby notified that by virtue of this policy he is a member of the General Mutual Fire Insurance and Reinsurance Company, Philadelphia, Penna., and that the annual meeting of said company is held at its home office on the fourth Monday in April of each year. The liability to premium calls on this policy is limited to an amount not to exceed one time the premium written in this policy".

5. The policies of insurance held by the defendant as a member and policyholder of the said General Mutual are enumerated in the Assessment Levy attached hereto and marked Exhibit "B" and incorporated herein by reference thereto. The said Exhibit "B" shows the policy number, the period of coverage, the cash premium set forth in the policy, the total of the monthly assessment factors ordered by the said Court of Common Pleas of Dauphin County for the months contained in the said period of coverage and the amount of the assessment on each policy.

6. Plaintiff avers that by virtue of the Insurance Company Law, the Act of May 17, 1921, P. L. 682, as amended the contract

of insurance between the defendant and the said General Mutual and the order and decree of assessment contained in Exhibit "A" the defendant became liable to pay the assessment here sued upon.

7. Demand for the payment of this assessment has been made upon the defendant by the plaintiff, but the defendant has failed and neglected to pay the below sum therof.

WHEREFORE, Plaintiff claims of the Defendant, the sum of \$ 295.16 with interest from May 10, 1958.

John T. Curtin
Alvin S. Weiss

Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
SS
COUNTY OF PHILADELPHIA

AFFIDAVIT

MORTON S. POWLEN being duly sworn according to law, deposes and says that he is the Special Deputy Insurance Commissioner in charge of the liquidation of the said General Mutual; that he is authorized to take this Affidavit for and on behalf of the Plaintiff; and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

M. S. Powlen

Special Deputy Insurance Commissioner

Sworn to and subscribed
before me this 2nd day
of August 1960

John W. Redding
John W. Redding
Notary Public, Philadelphia, Phila. Co.
My Commission Expires April 14, 1965.

COMMONWEALTH OF PENNSYLVANIA : In the Court of Common Pleas
Ex rel. Robert E. Woodside of Dauphin County
Attorney General :
vs: : No. 140
GENERAL MUTUAL FIRE INSURANCE :
AND REINSURANCE COMPANY : Commonwealth Docket, 1951

ASSESSMENT ORDER AND DECREE

AND NOW this 10 day of May 1958, upon consideration of the petition of Francis R. Smith, Insurance Commissioner of the Commonwealth of Pennsylvania, and as such, Statutory Liquidator of General Mutual Fire Insurance and Reinsurance Company (Dissolved), for an Assessment Order, and after hearings thereon on February 10, 1959, and March 7, 1958, and after notice of the said hearings by First Class mail and newspaper publication to all members and policyholders for the years from April 1, 1947 to November 2, 1951, inclusive, to creditors, claimants and interested parties, as disclosed by the records of the said dissolved company and the liquidation Division of the Insurance Department, and upon motion by John T. Curtin, Special Assistant Attorney General, assigned to the Insurance Commissioner of the Commonwealth of Pennsylvania, the Court adopts the plan of assessment proposed by the Statutory Liquidator that loss and loss expense of the said company should be accumulated on a monthly basis for each month from December 1947 to November 1951 inclusive, then multiplied by a loading of 300% to provide for uncollectible assessments and liquidation expense, and the resulting figure should be divided by the premiums in force for each of the said months to arrive at an assessment factor, which is a decimal that reflects the loaded losses per premium dollar for that month. The total of the assessment factors for each month that a policy was in existence multiplied by the cash premium in the policy should then give each member and policyholder's additional premium or assessment, subject to the limitation that the additional premium or assessment shall not exceed an amount equal to the said cash premium.

Accordingly, IT IS HEREBY ORDERED AND DECREED that all members and policyholders of General Mutual Fire Insurance and Reinsurance Company (Dissolved), who had policies in effect during all or part of the period from December 22, 1947 to November 1, 1951, inclusive pay the Insurance Commissioner of the Commonwealth of Pennsylvania, and as such, Statutory Liquidator of General Mutual Fire Insurance and Reinsurance Company (Dissolved) an additional premium or assessment. Such assessment shall be for the purpose of paying the loss and loss expense together with the liquidation expense of the said company. The schedule of assessment factors below reflects the proportionate share of losses per premium dollar of the members of the said dissolved company who had policies in force during the said months. The additional premium or assessment of each member and policyholder shall be the result of multiplying the total of the following

Exhibit "A"

monthly assessment factors of the months during which a policy was in force by the cash premium stated in the policy, subject to the limitation that the additional premium or assessment shall not exceed an amount equal to the said cash premium.

The assessment factors for the corresponding months are:

Month of Year of Loss	Assessment Factor	Month of Year of Loss	Assessment Factor
December, 1947	.129819	February, 1950	.074640
January, 1948	.953721	March	.019323
February	.001450	April	.086393
March	.688813	May	.068402
June	.020029	June	.079813
September	.006432	July	.104327
October	.020570	August	.169040
November	.002179	September	.095129
December	.069463	October	.275479
January, 1949	.010957	November	.984816
February	.012355	December	.702625
March	.047222	January, 1951	.438628
May	.016188	February	.300145
June	.021515	March	.875522
July	.031562	April	.250852
August	.103384	May	.010062
September	.022447	June	.420482
October	.086431	July	.006318
November	.147394	August	.008876
December	.025949	October	.037866
January, 1950	.010163	November	.254586

It is FURTHER ORDERED AND DECREED that any excess over and above the amount required for payment of the loss and loss expense of the said dissolved company and the expenses of the liquidation, be returned pro ratably to the members and policy-holders from whom collected.

(s) William H. Neely

J.

COMMONWEALTH OF PENNSYLVANIA



INSURANCE DEPARTMENT

Room 400, Commercial Trust Bldg.
15th & Market Streets

LIQUIDATION DIVISION

PHILADELPHIA 2, PENNSYLVANIA

Phone: LOcust 8-6930

o/
Bill G. Hoover
McNaul Street
Curwensville, Penna.

DATE 9 15 58

ASSESSMENT LEVY

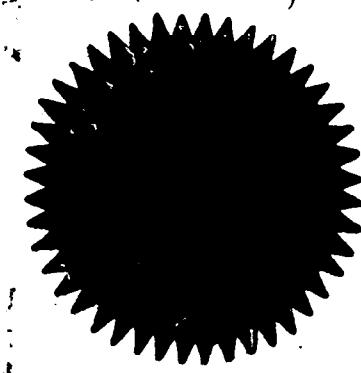
IN THE LIQUIDATION OF THE DISSOLVED
General Mutual Fire Insurance
and Reinsurance Company

POLICY NUMBER	PERIOD OF COVERAGE		ASSESSMENT NOS.		CASH PREMIUM	TOTAL ASSESSMENT FACTOR	ASSESSMENT
	FROM	TO	FROM	TO			
14668 A3	12/15/50	2/23/51	32	33	\$ 48 69	1.000000	\$ 48 69
13234 A3	6/13/50	11/2/41	26	41	126 40	1.000000	126 40
11996 A3	2/13/50	12/15/50	22	31	48 69	1.000000	48 69
10904 A3	3/29/49	6/12/50	12	25	93 80	.761013	71 38
							\$295 16

↑
DUE FROM YOU

THESE FIGURES HAVE BEEN CALCULATED BY AN ELECTRONIC COMPUTER

STATE OF NEW JERSEY, } ss.:
County of Union }



I, HENRY G. NULTON, Clerk of the County of Union, and also Clerk of the County Court for said County, the same being a Court of Record, Do Herby Certify, That

Wilbert Miles

whose name is subscribed to the affidavit, proof or acknowledgement of the annexed instrument and thereupon written, was at the time of taking such affidavit, proof or

acknowledgement, a **NOTARY PUBLIC** in and for said State, commissioned, sworn and duly authorized to take and certify affidavits, acknowledgements and proofs of deeds for the conveyance of lands, tenements or hereditaments to be recorded in said State. And further, that said proof, affidavit or acknowledgement is duly executed and taken according to the laws of this State, that full faith and credit are and ought to be given to his official acts, and that I am well acquainted with the handwriting of such **NOTARY PUBLIC** and verily believe that the signature to the said certificate of proof, affidavit or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 17th day of July, 1961.

3198

Henry G. Nulton Clerk.



Commonwealth of Pennsylvania }
County of Clearfield } ss:

Commonwealth of Penn., Insurance....
Department vs.

Bill G Hoover

Before Harry G. Ganoe, Justice of the Peace
.....in and for Clearfield County
Judgment Entered June 29, 1961 for \$295.16
and defendant appeals from above judgment

Bill G. Hoover.....the defendant above named, being duly sworn
(affirmed) says that the appeal taken in above case is not for the purpose of delay, but
because he verily believes that injustice has been done, and that if the proceedings
appealed from are not removed, he will be required to pay more than is justly due.

Sworn (affirmed) and subscribed to before me
this 14th day of July 1961

Bill G. Hoover

Harry G. Ganoe Seal
.....
My commission expires first Monday in January 1966

We....Myrtle Z. Hoover.....of Curwensville Pa
and.....of.....
acknowledge ourselves bound as bail ~~absolute~~ to Commonwealth of Pennsylvania, Ind, Dep
plaintiff in the above case, in the sum of \$100.00.....for the payment of all costs that
have accrued or that may accrue up to the final determination thereof, ~~and for the defense of the~~
~~defendant and interest~~, and that the defendant will prosecute his appeal with effect, and now

.....19.....
Acknowledged before me this 17th day of July 1961

Wilbert Miles Seal
.....
Alderman Justice of the Peace
My commission expires first Monday in January 1962

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 23, 1963

✓ Myrtle Z. Hoover Seal

Seal

TRANSCRIPT-- CIVIL SUIT

Published by The Plankenhorn Co.
Williamsport, Pa.

Commonwealth Of Penn.		
Insurance Department		
Harrisburg Penn		
VERSUS		
Bill G. Hoover		
Curwensville Pa		
COST OF		
Harry G. Ganoe JP		
(New Fees—Acts No. 492 Approved January 7, 1952, and Act No. 179 Approved June 28, 1951)		
EACH	COSTS	TAX HERE
7.50	Assumpsit or Trespass	7.50
	Involving \$100.00 or less	
10.00	Assumpsit in Trespass	10.00
	Involving more than \$100.00	
15.00	Landlord—Tenant Proceeding	
5.00	Attachment in Execution	
	Proceeding after Judgment	
	(Such Fees shall include all charges including when called for the costs relating to depositions and interrogatories and the costs of postage and registered mail, except the costs of a transcript of every proceeding on appeal or certiorari, including affidavit bail and certificate, which shall be \$2.50 per transcript.)	
	Transcript	2.50
CONSTABLE		
J B Walker		
1.50	Serving Summons & EA	3.00
	Each Person	
.10	Miles, circ. 10	1.00
1.00	Serving Execution	
—	Items, at 2c	
.10	Miles, circ.	
2.50	Levying	
1.50	Serving Subpoena	
	Additional Names 75 cts.	
.10	Miles, circ.	
1.50	Receiving and paying over	
	Without Sale	
	Total	16.50

Debt	\$295.16
Costs	14.00
Transcript	<u>2.50</u>
	\$311.66

Summons in Assumpsit issued June 30, 1960,
to J B Walker Constable.

Returnable the 7th day of July 19 61,
between the hours of 3:30'clock P.M., and 4:30'clock P.M.

Served on Defendant by handing a true and attested copy of the summons, affidavit of claim and book account to his partner in business at their place of business, 6-30-60, so answers Constable Walker under oath.

And now, July 6, 1960 Attorney Albert W Ramey files an affidavit of Defense and requests hearing be continued until a representative of the Insurance Department is available, Continued.

And now, November 14, 1960, 5:30 P. M., Mr. Edward Van Zyl representing the Commonwealth, Deft., and his attorney appear, Mr Ramey was not satisfied with the records shown and requested the hearing be continued until further records were produced, Hearing continued.

And now, 4:30 P. M., EDST, June 29, 1961, Mr. John W Redding representing the commonwealth of Penn. Deft., and his attorney appear and are sw., Records presented were satisfactory to the Justice and Judgment given the Plff., and against the Deft., for the Debt and all costs.

And now, June 29, 1961 Mr Ramey states he wishes to appeal the decision.

And now, July 17, 1961 bond in the amount of \$100.00 furnished for the said appeal.

Received Satisfaction,

Now, June 29, 1961, Defendant appeals. Bail justified and held in the sum of \$ 100.00 as bail absolute in this case conditioned for the payment of all costs accrued, or may be legally recovered against the appellant. *R. S. B.*

I hereby certify that the above is a correct Transcript of the proceedings had before me in the above suit, and of record on my docket.

Address:

Curwensville, Pa.

Clearfield

County, ss:

Witness my hand and seal this

day of, 4th 1902,

~~100000~~ - Justice of the Peace

My Commission expires first Monday of January, 19 66

NOTE—Follow the form of the blank within from
your Docket Entry

No. 2 Sept. Term, 191
Commonwealth of Pennsylvania

Insurance Department

versus

Bill G Hoover

Curwenville, Pa.

*Transcript of Appealant

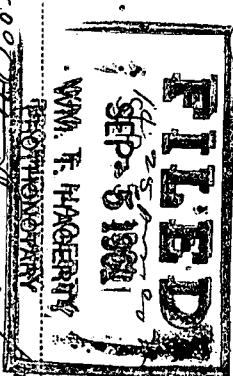
from the Docket of

Harry G. Ganoe J.P.

Clearfield Pa.

Entered and Filed 19

(2) 419 Prothonotary.



*Say "Of Appeal" or "Of Judgment" as the case may be.

THE PLUNKENHORN CO., WILLIAMSPORT, PA.

My Commission Expires first Monday of January, 19
ADDEMAN—JUSTICE OF THE PEACE

[Seal]

day of 19

Swear and Subscribed before me this

been done.

the within case is not taken for the purpose of delay, but because defendant verily believes that injustice has
been done.