

DOCKET NO. 174

Number
2

Term
September

Year
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

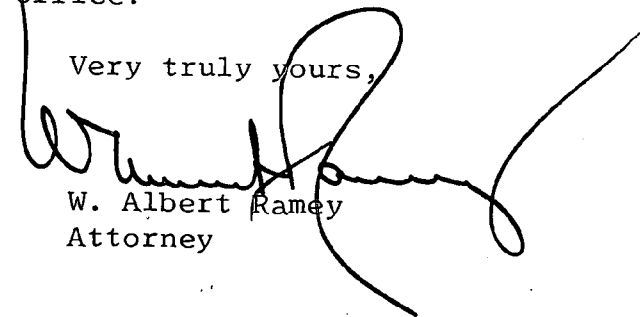
Smith, Smith & Work
Attention: Joseph P. Work, Esq.
Attorneys at Law
Clearfield, Pennsylvania

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

Service accepted this 22th day of September
1961 by copy Smith Smith & Work per Joseph R. Work
Attorney for Plaintiff

<i>Joe Work</i>	
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 Curwensville, Penna.	
DEFENDANT'S ANSWER TO COMPLAINT IN ASSUMPSIT	
<div>6</div> <div>FILED SEP 25 1961 WM. T. HASEBERRY PROTHONOTARY</div> <div>W. ALBERT RAMEY ATTORNEY AT LAW CLEARFIELD, PENNA.</div>	

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.

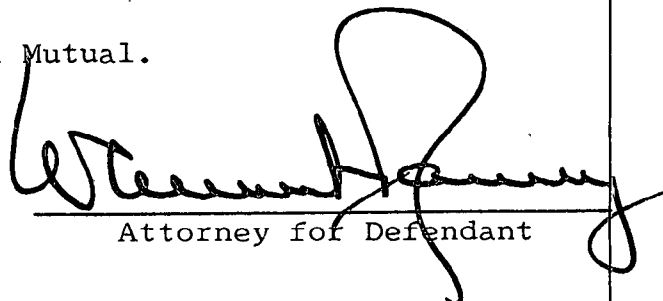
Furthermore, it is denied that the alleged Exhibit B reveals the type or kind of insurance policies or the automobiles which they purport to cover, or that any automobiles allegedly covered by said policies were owned by the defendant. Furthermore, neither the Complaint nor the Exhibit reveals the type 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.


Attorney for Defendant

STATE OF PENNSYLVANIA:

: SS:

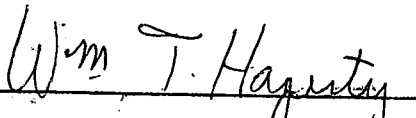
COUNTY OF CLEARFIELD :

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. :





PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

*Received
Sept 12, 1961
Clerk of Court*

Remedy

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

FRANCIS R. SMITH, Insurance Commis-
sioner of Pennsylvania and as such,
Statutory Liquidator of General
Mutual Fire Insurance and Reinsur-
ance 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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXX

John T. Curkin

Attorney for Plaintiff

FILED
SEP 15 1961
PAUL T. HAGERITY
PROthonary Room

FILED
SEP 15 1961
ESQ.
PROthonary

400, Commercial Trust Bldg.
Philadelphia 2, Pa.

450 City

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

:

:

: ~~September~~

2 Sept 1961
~~TERM~~ TERM 19 61

:

:

: NO. ~~777~~

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 thereof.

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

John T. Curtin
Alvin M. Weiss

Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

SS

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.

Morton 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:

<u>Month of Year of Loss</u>	<u>Assessment Factor</u>	<u>Month of Year of Loss</u>	<u>Assessment Factor</u>
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	.012365	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 rata to the members and policyholders 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

DATE 9 15 58

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

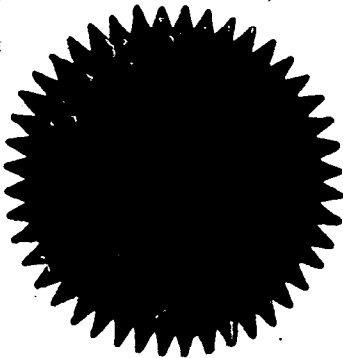
ASSESSMENT LEVY
IN THE LIQUIDATION OF THE DISSOLVED
General Mutual Fire Insurance
and Reinsurance Company

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
							<div style="text-align: center;">↑</div> DUE FROM YOU

THESE FIGURES HAVE BEEN CALCULATED BY AN ELECTRONIC COMPUTER

STATE OF NEW JERSEY,
County of Union

ss.:



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 Hereby 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, com-

missioned, 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*, 19*61*

3198

Henry G. Nulton Clerk.



Commonwealth of Pennsylvania

班：

County of Clearfield

Commonwealth of Penn., Insurance...
Department

VS.

Before Harry G Ganoe, Justice of the Peace

.....in and for Clearfield County

Judgment Entered... June 29, 1961 ...for \$ 295.16.

Bill G Hoover

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

Harry G. Gouge
~~XXXXXX~~ - Justice of the



My commission expires first Monday in January 1966

Bill H. Hooks

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, ~~as well as the~~
~~debt and interest~~, and that the defendant will prosecute his appeal with effect, and now

[illegible]

Acknowledged before me this 17th day of July, 1961

Wilbert Miles

~~Alderman Justice of the Peace~~

~~My commission expires first Monday in January 19...~~

✓ Myrtle G. Hoover



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

In Justice Court

No. 205

Commonwealth of Pennsylvania
Insurance Department
Harrisburg Pa

versus

Bill G Hoover
Curwensville Pa

Defendant's Affidavit of Appeal
with Bond



Commonwealth of Pennsylvania

County of Clearfield

VS.

Bill G Hoover

Curwensville Pa

being about to become surety in the above entitled case, and being duly sworn according to law, depose and say: she is the owner of real estate in fee simple, and in her own name and right, in the County of Clearfield Pa, of the cash value, over and above all incumbrances, of not less than One hundred dollars. I am not surety in any other case or for any public officer.

Sworn and subscribed before me this 17 day

1961

[SEAL]

Notary Public - Justice of the Peace

My Commission expires first Monday of January 1962

NOTARY PUBLIC - NEW JERSEY

My Commission Expires Feb. 23, 1963

[SEAL]

[SEAL]

[SEAL]

Myrtle Z Hoover

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 Involving \$100.00 or less	7.50
10.00	Assumpsit in Trespass Involving more than \$100.00	10.00
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 de- positions and interrogatories and the costs of postage and registered mail, except the costs of a transcript of every proceeding on appeal or cer- tiorari, including affidavit bail and certificate, which shall be \$2.50 per transcript.)	
	Transcript	2.50
	CONSTABLE	
	J B Walker	
1.50	Serving Summons & BA Each Person	3.00
.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 2.50
\$311.66

Summons in Assumpsit issued June 30, 19 60,
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, 19 61, 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.

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 29th

day of July 19 61,

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, 1921
Commonwealth of Pennsylvania
Insurance Department

Bill G Hoover
versus
Curwensville, Pa.

***Transcript of Appealant**

from the Docket of

Harry G Ganoe JP
Clearfield Pa

Entered and Filed 19

49 42 Prothonotary.
FILED
SEP 6 1921
WM. F. HAGERTY
PROTHONOTARY
500 City Harvey
*Say "Of Appeal" or "Of Judgment" as the case may be.

THE PARKERSON CO., WILLIAMSPORT, PA.

being duly sworn according to law, deposes and says that the appeal in
the within case is not taken for the purpose of delay, but because deponent verily believes that injustice has
been done.

Sworn and Subscribed before me this

day of 19

[Seal]

ALDERMAN—JUSTICE OF THE PEACE

My Commission Expires first Monday of January, 19