

DOCKET NO. 173

NUMBER	TERM	YEAR
<u>34</u>	<u>February</u>	<u>1961</u>

Beacon Manufacturing Company

VERSUS

Bos ton Furniture & Supply

Co. of DuBois, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BEACON MANUFACTURING COMPANY

VS.

No. *34* February Term, 1961

BOSTON FURNITURE & SUPPLY CO.
OF DuBOIS, INC.

PRAECIPE FOR SUMMONS

To William T. Hagerty, Esq., Prothonotary:

Issue summons in assumpsit in the above case.


ATTORNEY FOR PLAINTIFF

February 9, 1961

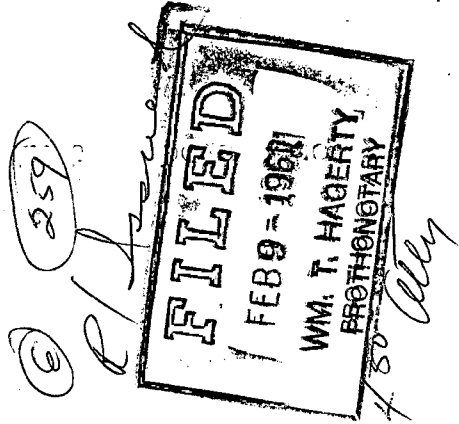
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No 34/ Feb. Term, 1961

BEACON MANUFACTURING COMPANY

VS.

BOSTON FURNITURE & SUPPLY
CO. OF DUBOIS, INC.

PRAECIPE FOR SUMMONS



Affidavit of Service

Boston Furniture & Supply Co
of Du Bois.

vs.

Beacon Mfg. Co.

No. 34 Feb Term, 1961

Summons

Returnable within _____ days
from date of service hereof.

NOW March 7, 1961 at 3:35 o'clock P.M.

served the within Summons

on Boston Furniture & Supply Co.

at Main St. Du Bois, Pa (Place of Business)

by By handing Summons to Marcy Blunburg (Manager)

a true and attested copy of the original Summons and made

known to him the contents thereof. Costs. Sheriff Ammerman \$11.60
(Paid by Attys Kramer)

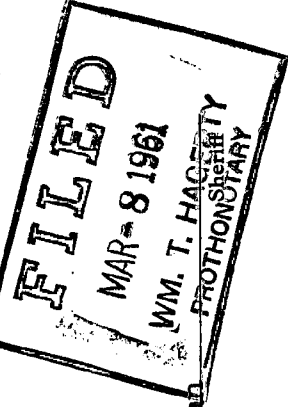
Sworn to before me this 8th

day of March A. D. 1961

John P. Hagerty
Notary

So answers,

Charles G. Ammerman
PROTHONOTARY



SUMMONS

Commonwealth of Pennsylvania
County of Clearfield

To Boston Furniture & Supply Co. of DuBois, Pa.

You are notified that Beacon Manufacturing Co.

the plaintiff, has commenced an action in Summons in Assumpsit

against you which you are

required to defend:

Date Feb. 9, 1961

John A. Magarity
Prothonotary.

1
2

No. 34 February Term 1961

Beacon Manufacturing Company
.....

versus

Boston Furniture & Supply
Co. of DuBois, Inc.
.....

SUMMONS

Clarence R. Kramer

Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BEACON MANUFACTURING CO.

VS.

No. 34 February Term,
1961

BOSTON FURNITURE AND SUPPLY
CO. OF DUBOIS, INC., a
corporation

COMPLAINT IN ASSUMPSIT

Plaintiff seeks to recover upon the following facts:

1. That Beacon Manufacturing Co. is a corporation with office and place of business in Swannanoa, North Carolina and is engaged in the manufacture and sale of blankets.

2. That the defendant is the Boston Furniture and Supply Co. of DuBois, Inc., a corporation, with principal place of business at No. 203 DuBois Street, DuBois, Clearfield County, Pennsylvania.

3. That the defendant purchased from the plaintiff on the following dates blankets as follows:

April 9, 1959	504 Trudy Ann Blankets	\$2.93 each	\$1,476.72
June 25, 1959	504 Trudy Ann Blankets	2.93 each	1,476.72
July 1, 1959	75 Fauna Blankets	4.55 each	341.25
July 1, 1959	64 Linden Blankets	1.95 each	124.80
Oct. 13, 1959	504 Trudy Ann Blankets	2.93 each	1,476.72
Nov. 14, 1959	504 Trudy Ann Blankets	2.93 each	1,476.72

Total \$6,372.93

A copy of the invoices of each such purchases is attached and made a part hereof.

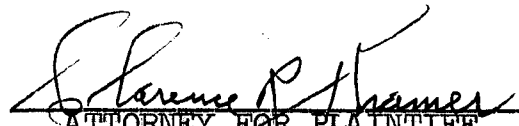
4. That against said sum of \$6,372.93, defendant is entitled to a credit of \$2,372.93 as follows:

Feb. 10, 1960	\$500.00
Feb. 19, 1960 (check which cleared the Bank June 7, 1960)	500.00
Aug. 3, 1960	500.00
	<u>872.93</u>
Total credits	\$2372.93

5. That there remains due and owing plaintiff by the defendant the sum of \$4,000.00 with interest thereon from November 14, 1960.

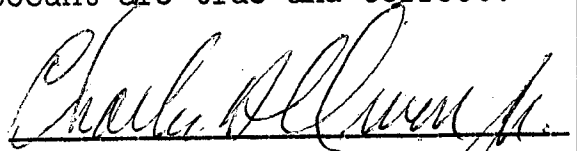
6. That against said sum of \$4,000.00 with interest there are no credits whatsoever.

WHEREFORE, plaintiff seeks to recover of the defendant the sum of \$4,000.00 together with interest on such amount from November 14, 1960, and costs of suit.


ATTORNEY FOR PLAINTIFF

STATE OF NORTH CAROLINA :
: SS.
COUNTY OF BUNCOMBE :

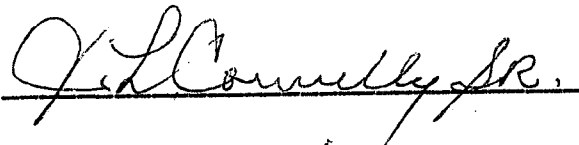
Before me, personally appeared Charles D. Owen, Jr.
who being : duly sworn according to law, deposes and says that
he is Asst. Treas. of the Beacon Manufacturing Company and
as such is familiar with their books; that he knows that the
said books reflect a balance of \$4,000.00 unpaid and that the
facts set forth in the foregoing account are true and correct.



Beacon Manufacturing Company

4/5/61

Sworn to and subscribed before
me this 8 day of April, 1961.



My Commission Expires Aug. 26, 1961

SALESDROOMS
NEW YORK, N. Y.
180 MADISON AVENUE
BOSTON 21, MASS.
99 CHAUNCEY STREET
CHICAGO 6, ILL.
300 WEST ADAMS STREET

BEACON MANUFACTURING COMPANY

HEAD OFFICE AND EXECUTIVE OFFICES AT

SWANNANOA, NORTH CAROLINA

SALESDROOMS
DALLAS, TEXAS
515 MERCHANDISE MART
LOS ANGELES 14, CAL.
111 WEST SEVENTH STREET
ATLANTA 3, GA.
CANDLER BUILDING

INVOICE NO.	DATE	OUR ORDER NO.	LAST ORDER AND SHIP NO.	TERMS	PPD OR COLL.
1353	APR 9 59	NY 8305	NAHHIC	2-10-OCT 1ST	

J SOLD TO

SHIPPED TO

BOSTON FURNITURE & SUPPLY CO
OF DU BOIS INC
203 DU BOIS ST
DU BOIS PA

VIA FRT

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT
7063-7103	TRUDY ANN 24 EA	504		2.93	1,476.72

SALESDROOMS
NEW YORK 16, N. Y.
180 MADISON AVENUE
BOSTON 11, MASS.
99 CHAUNCEY STREET
CHICAGO 4, ILL.
300 WEST ADAMS STREET

BEACON MANUFACTURING COMPANY

MILLS AND EXECUTIVE OFFICES AT
SWANNANOA, NORTH CAROLINA

SALESDROOMS
DALLAS, TEXAS
515 MERCHANDISE MART
LOS ANGELES 14, CAL.
111 WEST SEVENTH STREET
ATLANTA 3, GA.
CANDLER BUILDING

INVOICE NO. 6724	DATE JUN 23 59	OUR ORDER NO. NW 8366	CUST. ORDER AND DEPT. NO. NAHHC	TERMS 2-10-0CT 1ST	PPD. OR COLL.
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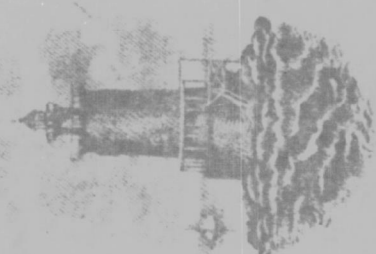
SOLD TO

SHIPPED TO

**BOSTON FURNITURE & SUPPLY CO
OF DU BOIS INC
203 DU BOIS ST
DU BOIS PA**

VIA **FRT**

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT
6632-6692	TRUDY-ANN	24 EA	504	2.93	1,476.72



SALESMEN
NEW YORK 16, N. Y.
180 MADISON AVENUE
BOSTON 11, MASS.
99 CHAUNCEY STREET
CHICAGO 6, ILL.
300 WEST ADAMS STREET

BEACON MANUFACTURING COMPANY

HEAD OFFICE AND EXECUTIVE OFFICES AT
SWANNANOA, NORTH CAROLINA

SALE ROOMS
DALLAS, TEXAS
515 MERCHANDISE MART
LOS ANGELES 14, CAL.
111 WEST SEVENTH STREET
ATLANTA 3, GA.
CANDLER BUILDING

INVOICE NO. 5162	DATE JUL 159	OUR ORDER NO. NY 8327	CUST ORDER AND DEPT NO. MAHIC	TERMS 2-10-06T 1ST	PPD. OR COLL.
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SOLD TO

SHIPPED TO

**BOSTON FURNITURE & SUPPLY CO
OF DU BOIS INC
203 DU BOIS ST
DU BOIS PA**

VIA **FRT**

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT
7285-7990	FAUNA 15 EA	75		4.95	341.25

SHIPPED FROM GREENSBORO N.C.

SALESROOMS
NEW YORK 16, N. Y.
180 MADISON AVENUE
BOSTON 11, MASS
90 CHAUNCEY STREET
CHICAGO 6, ILL
300 WEST ADAMS STREET

BEACON MANUFACTURING COMPANY

MILLS AND EXECUTIVE OFFICES AT

SWANNAPOA, NORTH CAROLINA

SALESROOMS
DALLAS, TEXAS
515 MERCHANDISE MART
LOS ANGELES 14, CAL
111 WEST SEVENTH STREET
ATLANTA 3, GA.
CANDLER BUILDING

INVOICE NO. 5018	DATE JUL 159	OUR ORDER NO. NY 8307	CURT. ORDER AND DEPT. NO. NAHHIC	TERMS 2-10-0GT 137	PPD. OR COIL
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SOLD TO

SHIPPED TO

BOSTON FURNITURE & SUPPLY CO
CF DUBOIS INC
203 WJ BOIS ST
DJ BOIS PA

VIA

FRT

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT
7381-7392	LINDEN 32 EA	64		1.95	1248 0

SALESROOMS
NEW YORK 16, N. Y.
180 MADISON AVENUE
BOSTON 11, MASS.
97 CHANCEY STREET
CHICAGO 6, ILL.
300 WEST ADAMS STREET

BEACON MANUFACTURING COMPANY

MILLS AND EXECUTIVE OFFICES AT

SWANNANOA, NORTH CAROLINA

SALESROOMS
DALLAS, TEXAS
515 MERCHANDISE MART
LOS ANGELES 14, CAL.
311 WEST SEVENTH STREET
ATLANTA 3, GA.
CANDLER BUILDING

INVOICE NO.	DATE	OUR ORDER NO.	CUST. ORDER AND DEPT. NO.	TERMS	PPD. OR COLL.
534	OCT 13 59	NY 6308	N A M H 8 0	2-10 60X	

SOLD TO

SHIPPED TO

BOSTON FURNITURE & SUPPLY CO
OF BU DOIS INC
203 DU BOIS STREET
DU BOIS PENNSYLVANIA

VIA

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT
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6691-5700	TRUDY-ANN 24 EA	504		2.93	1,476.72
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BEACON BLANKETS, INC.

SALESDOMS
DALLAS, TEXAS
515 MERCHANDISE MART
LOS ANGELES 14 CAL
111 WEST SEVENTH STREET
ATLANTA 3, GA.
CANDLER BUILDING

SALESDOMS
NEW YORK 16 N. 4TH ST.
BOSTON 11 W. 4TH ST.
CHICAGO 11 W. 4TH ST.
300 WEST ADAM STREET

SWANNOGA, NORTH CAROLINA

PPD OR COIL

2410 60X

WANNING

W 507

W 7459

W 747

0 SOLD TO

SHIPPED TO

BAYTON FURNITURE & SUPPLY
A W 507 B 110
209 W 8013 STREE
W 8013 PENNA

VERY

CASE NO	QUANTITY	YARDS	PRICE	AMOUNT
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7353-7373 TRUCK HNN 24 EACH 504 2.93 147672

Now, April 17, 1961, we hereby accept service of the
within complaint in assumpsit and acknowledge receipt
of a copy thereof

Boston Furniture and Supply
Co. of DuBois, Inc., a
corporation

By Milton R. Kramer
President or Secretary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 324 Feb. Term, 1961

BEACON MANUFACTURING CO.

VS.

BOSTON FURNITURE AND SUPPLY
CO. OF DUBOIS, INC., a
corporation

COMPLAINT IN ASSUMPSIT

TO: BOSTON FURNITURE AND
SUPPLY CO. OF DUBOIS,
INC.

You are hereby notified
to plead within 20 days from
service of this Complaint.

Clarence R. Kramer
ATTORNEY FOR PLAINTIFF

APR 18 1961

WM. T. HAGERTY

LAW OFFICES

CLARENCE R. KRAMER

CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BEACON MANUFACTURING CO.

VS.

No. 34 February Term, 1961

BOSTON FURNITURE AND SUPPLY
CO. OF DUBOIS, INC., a
corporation

20 Sept 1961
Pg 169

PRAECIPE FOR EXECUTION

To William T. Hagerty, Esq., Prothonotary.

Issue a writ of execution in the above case after
endorsing the following credits on the judgment:

Amount of Judgment	\$3,920.00
Payment, June 15, 1961	\$200.00
Balance	\$3,720.00
Payment July 11, 1961	200.00
Interest from June 12, 1961	\$3,520.00

Clarence P. Kramer
ATTORNEY FOR PLAINTIFF

July 7, 1961

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA

No. 34 February Term, 1961

100.00
100.00
200.00

BEACON MANUFACTURING COMPANY

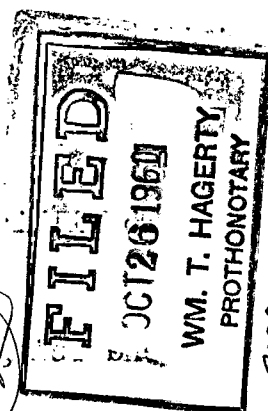
VS.

BOSTON FURNITURE AND SUPPLY
CO. OF DUBOIS, INC., a
corporation

WARRANT FOR EXECUTION

WARRANT FOR EXECUTION

Warrant of execution to the
sheriff of Clearfield County, Pennsylvania,
to execute the following writs of execution
issued by the Court of Common Pleas of
Clearfield County, Pennsylvania, to-wit:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BEACON MANUFACTURING CO.

VS.

No. 34 February Term, 1961

BOSTON FURNITURE AND SUPPLY
CO. OF DUBOIS, INC., a
corporation.

MOTION FOR JUDGMENT

To William T. Hagarty, Esq., Prothonotary:

NOW, June 10, 1961, Complaint in Assumpsit having
been served on *April 17*, 1961, upon the defendant's company
with rule to plead within twenty days after service, and the
twenty days having elapsed and no answer having been filed or
appearance entered on behalf of defendant,

THEREFORE, Clarence R. Kramer, Attorney for Plaintiff
moves the Prothonotary for the entry of a judgment according to
the following calculations:

Debt	\$4,000.00
Interest from Nov. 14, 1960	\$ 120.00
Total	<u>\$4,120.00</u>
May 1, 1961, credit	<u>\$ 200.00</u>
Amount for which judg- ment is to be entered	\$3,920.00

Clarence R. Kramer
ATTORNEY FOR PLAINTIFF

June 10, 1961

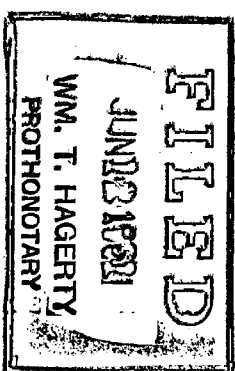
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 34 February Term, 1961

BEACON MANUFACTURING COMPANY,

VS.

BOSTON FURNITURE AND SUPPLY
CO. OF DUBOIS, INC., a
corporation

MOTION FOR JUDGMENT



LAW OFFICES

ROBERT V. MAINE

222 DuBois Deposit National Bank Building
DuBois, Pennsylvania

ASSOCIATE
ERVIN S. FENNELL, JR.

TELEPHONE
AREA CODE 814
371-6900

December 15, 1961

Clarence R. Kramer, Esquire
Clearfield, Pennsylvania

Re: BEACON MANUFACTURING COMPANY v. BOSTON
FURNITURE & SUPPLY COMPANY OF DuBOIS, INC.
Judgment: No. 34 February Term, 1961
Execution: No. 20 September Term, 1961

Dear Clarence:

This will advise you that on December 14, 1961 the Clearfield County Common Pleas Court entered a Decree at No. 1 November Term, 1961, In Equity, appointing M. Clyde Meenan and Myron Rifkin as liquidating receivers of Boston Furniture & Supply Company of DuBois, Inc.

The said Decree provides, inter alia, as follows:

"(1) All creditors of the corporation are hereby enjoined and restrained from commencing, prosecuting or continuing to prosecute any execution or any action at law, in equity, in bankruptcy, or otherwise, against the corporation, or foreclosing upon, selling or in any wise disposing of any property held as security for loans made to the corporation, without leave of this court or the approval of the receivers first had."

Very truly yours,

Robert V. Maine

RVM:jw

CC: Mr. Charles G. Ammerman, Sheriff
Mr. M. Clyde Meenan
Mr. Myron Rifkin

PLAINTIFF'S ATTORNEY


 LEDGER NO. 14/373
 CLEARFIELD, PA.

Dec 8, 1961

Clarence Kramer
TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Beacon Manufacturing Co.		No 34 Feb Term 1961		
		No 20 Sept Term 1961		
vs				
Boston Furniture & Supply				
Co. of Du Bois, Pa.				
RDR.	3.75	Exec Debt		\$3,520.00
Levy	3.75			
Service	3.75	Int Fr 6/12/61		88.00
Mileage	5.60			
c/s d/s	2.00	Prothonotary		3.00
Commission	<u>32.60</u>	Attorney		19.10
Total	\$51.45	Pro this Writ		7.00
		Sheriffs Costs		<u>51.45</u>
		Total		\$3,637.10

Charles G. Ammerman

SHERIFF

Please Give This Prompt Attention
Return this Bill with Remittance

No Sheriff shall be required to render any service in any civil proceedings until he receives indemnity satisfactory to him for the payment of his official fees, mileage, expenses, and legal costs or payment of same, from the party at whose instance or for whose benefit such service is to be performed, but any money advanced for his charges, and not earned or expended shall be refunded to the payer thereof. And in case he does not receive his charges in advance or upon demand, he may file with his return an itemized list of unpaid fees, mileage, costs and expenses respecting the services to which such return relates, and if no exceptions are filed to the same within thirty days, from the time of making such return, the items included in such list shall be considered taxed, and confirmed as fees and costs due such Sheriff and become a judgment in law against the party for whose benefit the services were rendered as well as against any other party who may be or become liable for such fees and costs by law; and the said Sheriff may issue an execution for the amount so taxed, and collect the same from any party so chargeable therewith without further suit, and shall not be disqualified to enforce such execution by reason of his interest therein.

SHERIFF'S LEVY

BY VIRTUE of Writ of Execution, issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, I have levied on the following described property of the Defendant, situated in the

Office furniture (2 desks)
Typewriters 2.
Old Mach 2.
Office furniture 2 Desk-
Rabbits
Watches.
Jumps.
Coats Car. 10.
Crysler. 1960
1960 Nash Rambler. 1
Del. Motors 5.
All other personal property.

Atty Robert Mainer.

Seized, taken in execution, and to be sold as the property of

Boston Furniture & Supply Co. Inc.

Charles E. Grossman Sheriff

Sheriff's Office, Clearfield, Pa., Dec. 5, 1961

Writ of Execution - Money Judgments.

Beacon Manufacturing Co.

-vs-

Boston Furniture & Supply Co.
of DuBois, Inc.

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

NO. 20 September

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Boston Furniture & Supply Co.
of DuBois, Inc.

, 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

\$ 3520.00

Interest from June 12, 1961

\$

Costs (to be added) Attorney \$19.10

Pro. this writ \$7.00
Pro. 3.00

\$

Prothonotary



By

Deputy

Date October 26, 1961

Proth'y. No. 64

In compliance with Civil Procedure Rule No. 3120 the sheriff may abandon the levy if (1) etc.

- (1) The plaintiff fails to make payment promptly upon demand of the sheriff's proper fees and costs, or
- (2) sale of the property levied upon is not held within six (6) months after levy, unless the proceedings are stayed or the time for sale is extended by the court. Adopted March 30, 1960. Eff. Nov. 1, 1960.

Signed,
William Charney
William Charney, Sheriff

This WRIT is being returned in COMPLIANCE
with the RULE OF CIVIL PROCEDURE No. 3120

William Charney
William Charney, Sheriff

No. 34 February Term, 1961
No. 20 September Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Beacon Manufacturing Co.

vs.

Boston Furniture & Supply Co.,
of Dubois, Inc.

WRIT OF EXECUTION



Clarence R. Kramer
Attorney(s) for Plaintiff(s)

RECEIVED WRIT THIS _____ day
of OCT 26 1961 A. D., 19____,
at 3:30 P. M.
Charles H. Zimmerman
Sheriff

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT	\$3520.00	
Interest from - - -	6/12/61	
Prothonotary - - -	3.00	
Use Attorney - - -	19.10	
Prothonotary Use Revised of this writ	7.00	
Attorney's Comm. -		
Satisfaction - - -		
Sheriff - - - - -		

\$90.00 Dep'd

Clarence R. Kramer
Attorney for Plaintiff(s)