

173

DOCKET NO.

NUMBER	TERM	YEAR
34	February	1961

Beacon Manufacturing Company

VERSUS

Boston 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.

Lawrence P. Thamer

ATTORNEY FOR PLAINTIFF

February 9, 1961

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No 33/ Feb. Term, 1961

BEACON MANUFACTURING COMPANY

VS.

BOSTON FURNITURE & SUPPLY  
CO. OF DUBOIS, INC.

PRAECLipe FOR SUMMONS



# Affidavit of Service

Boston Furniture & Supply Co }  
of Du Bois. }  
vs. }  
Beacon Mfc. Co. }

No. 34 Feb Term, 1961

Summons

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

NOW March 7, 1961 19 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)

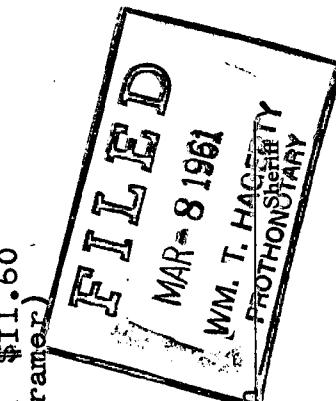
a true and attested copy of the original Summons  
known to him the contents thereof. Costs. Sheriff Ammerman \$11.60  
and made and made  
known to him the contents thereof. Costs. (Paid by Atty's Kramer)

Sworn to before me this 8th

day of March A. D. 1961

So answers,

W.M. T. HAGGERTY  
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 , ha s commenced an action in ..... Summons in Assumpsit .....  
against you which you are .....  
required to defend:

Date ..... Feb. 9, 1961

*John A. Mangat*  
Prothonotary.

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.

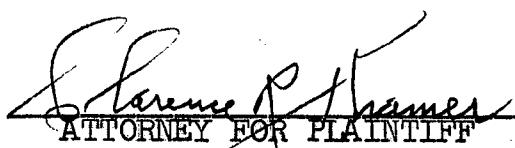
4. That against said sum of \$6,372.93, defendant is entitled to a credit of \$2,372.93 as follows:

Feb. 10, 1960	\$500.00
Feb. 19, 1960 (check which cleared the Bank June 7, 1960)	500.00
Aug. 3, 1960	500.00
	872.93
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.

  
\_\_\_\_\_  
Clarence P. Thomas  
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.

Charles D. Owen, Jr.

4/5/61

Beacon Manufacturing Company

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

Charles D. Owen, Jr.

My Commission Expires Aug. 26, 1961

## SALESROOMS

NEW YORK, N. Y.  
180 MADISON AVENUE  
BOSTON, MASS.  
99 CHAUNCEY 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.  
111 WEST SEVENTH STREET  
ATLANTA 3, GA.  
CANDLER BUILDING

PPD. OR C.O.D.

DATE

OUR ORDER NO.

LAST ORDER NUMBER

TERMS

INVOICE NO. 1953 DATE APR 9 59 OUR ORDER NO. 8305 LAST ORDER NUMBER 702

TERMS

PPD. OR C.O.D.

SOLD TO

J

SHIPPED TO

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

VIA AIR

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT
7003-7109	TRUDY ANN 24 EA	504	2.93	1,476.72	



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

# BEACON MANUFACTURING COMPANY

MILLS AND EXECUTIVE OFFICES AT

SWANNANOA, NORTH CAROLINA

SAFEROOMS  
DALLAS, TEXAS  
515 MERCHANDISE MART  
LOS ANGELES 14, CAL.  
111 WEST SEVENTH STREET

ATLANTA 3, GA.

CANDLER BUILDING

PPD. OR COL.

INVOICE NO. DATE OUR ORDER NO.

CUST. ORDER AND DEPT. NO.

TERMS

2-10 OCT 1ST

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
----------	-------	----------	-------	-------	--------

-7235-7330 FAUNA 15 EA

341.25

4.25

75

SHIPPED FROM GREENSBORO



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

SALESROOMS  
DALLAS, TEXAS  
515 MERCHANDISE MART  
LOS ANGELES 14, CAL.  
1111 WEST SEVENTH STREET  
ATLANTA 3, GA.  
CANDLER BUILDING

# BEACON MANUFACTURING COMPANY

MILLS AND EXECUTIVE OFFICES AT  
SWANNANOA, NORTH CAROLINA

INVOICE NO.	DATE	OUR ORDER NO.	CUST. ORDER AND I.P.T. NO.	TERMS	2-10 60X
594	OCT 23 39	NY 8308	NAWHIO		

SOLD TO

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

VIA RT

CASE NO.	STYLE	QUANTITY	YARDS	PRICE	AMOUNT

669146700 TRUSTRAM 24 EA

504

2,93

1,47672

**BEACON BLANKETS, INC.**

SALESROOMS  
NEW YORK 6-3400  
80 MADISON AVENUE  
BOSTON 1-2300  
99 CHAUNCEY STREET  
CHICAGO 6-3400  
300 WEST Adams Street

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

PD. OR COL.

INVOICE NO. 7947  
DATE 9-4-59  
AMOUNT \$50.00  
SOLD TO

ROBERTSON SUPPLY CO.  
105 HIGH ST.  
TROY 100 GOALS PROPERTY  
TROY, OHIO 45376

SHIPPING TO

CASE NO.	QUANTITY	ITEMS	PRICE	AMOUNT
----------	----------	-------	-------	--------

7953-7973 TROY 14NN 24 EACH

504

2.93

47672

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

B. M. Major R. H. K.  
President or Secretary

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 34/ 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*  
APPOINTED ATTORNEY  
WM. T. HAGERTY  
LAW OFFICES  
CLARENCE R. KRAMER

CLEARFIELD, PA.

217 MARKET STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BEACON MANUFACTURING CO.

VS.

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

No. 34 February Term, 1961

At 20 Sept 1961  
Pg 69

PRAECLPICE 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
<i>Payment July 11 1961</i>		<i>200.00</i>
Interest from June 12, 1961		3,520.00

Lawrence P. Kramer

ATTORNEY FOR PLAINTIFF

July 7, 1961

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

00.00  
00.00  
00.00

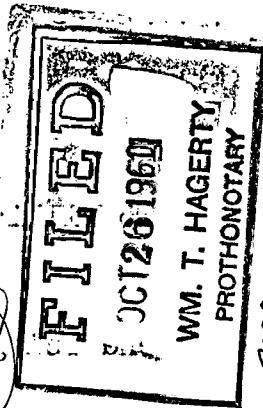
BEACON MANUFACTURING COMPANY

VS.

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

PRAECLYPE FOR EXECUTION

RECEIVED IN THE CIRCUIT COURT  
OF CLEARFIELD COUNTY PENNA  
ON OCTOBER 26, 1961  
BY WM. T. HAGERTY  
PROTHONOTARY



1961, NOV 12, 1961

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	\$ 200.00
Amount for which judgment is to be entered	\$3,920.00

  
Clarence R. Kramer  
ATTORNEY FOR PLAINTIFF

June 10, 1961

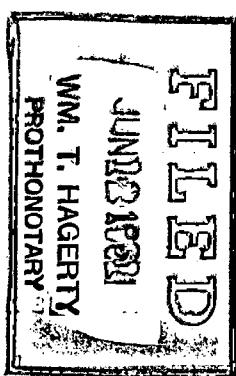
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 34 February Term, 1961.

BEACON MANUFACTURING COMPANY

VS.

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

MOTION FOR JUDGMENT



LAW OFFICES

ROBERT V. MAINE

228 DU BOIS DEPOSIT NATIONAL BANK BUILDING  
DU BOIS, 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 DU BOIS, 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:

"(I) 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



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.

P. L. Laws.

1923

Act No. 220, page 347.

# 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)
Typewriter	2.
Old Watch	2.
Office furniture	2 Desk-
Rollers	
Watch	
Jamps.	
Coats Car.	10.
Cycles. 1960	
1960 Mash Gambler.	1
Bel Features	5

All other personal property.

Attest Robert Maine.

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

Boston Furniture & Supply Co. Inc.  
Charles A. (signature) Sheriff

Sheriff's Office, Clearfield, Pa., Dec. 1 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 } SS:  
County of Clearfield }

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 \$

*Stanley J. Mageney*  
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  
(Money Judgments)

EXECUTION DEBT \$3520.00

Interest from - - - 6/12/61

Prothonotary - - - 3.00

Use Attorney - - - 19.10

Use Prothonotary  
Prot. hoto tary  
this writ 7.00

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - - -



*See Dept*

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

Clarence R. Kramer  
Attorney for Plaintiff(s)

RECEIVED WRIT THIS day  
of OCT 26 1961 A. D., 19  
at 3:30 P. M.  
*Charles S. Johnson*  
Sheriff