

DOCKET NO. 175

NUMBER TERM YEAR

77 November 1961

B-W Acceptance Corporation

VERSUS

James C. Rearick & Dorothy Rearick

Individually and t/a J. C. Rearick

Home Appliances

In the Court of Common Pleas of Clearfield County, Pa.

B-W Acceptence Corp.
vs

No 77 November Term 1961

19

James C. Rearick and
Dorothy Rearick Ind and
trading as J.C. Rearick
Home App.

Complaint In Assumpsit

Now, November 14, 1961 at 1:20 O'Clock P.M. served the within Complaint In Assumpsit on James C. Rearick at place of Business South Brady Street, Du Bois, Pa. by handing to him personally a true and attested copy of the original Complaint In Assumpsit and made known to him the contents thereof.

Now, November 15, 1961 at 8:00 O'Clock A.M. served the within Complaint In Assumpsit on Dorothy Rearick at place of Residence 311 Spring Ave, Du Bois, Pa. by handing to James C. Rearick an adult member of the family being the Husband of Dorothy Rearick a true and attested copy of the original Complaint In Assumpsit and made known to him the contents thereof.

Costs Sheriff Ammerman \$14.60
(Paid by G.C.C.)

So Answers,

Charles G. Ammerman
Sheriff

Sworn to before me this 15th
day of November 1961 A.D.

Wm T. Hunter
Prothonotary.

NOV. 2 1866
WM. T. HAGERTY,
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

B-W ACCEPTANCE CORPORATION, :
Plaintiff :

VS. : NO. 77 NOVEMBER TERM, 1961

JAMES C. REARICK :
DOROTHY REARICK, individually :
and trading as J. C. REARICK :
HOME APPLIANCES, :
Defendants :

TO: CARL E. WALKER, PROTHONOTARY OF CLEARFIELD COUNTY, PENNSYLVANIA

Mark the above case settled and discontinued upon payment
of costs.

BEHREND & PHILLIPS

By Daniel J. Behrend

GLEASON, CHERRY & CHERBY

By Edward V. Cherry
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 77 NOVEMBER TERM, 1961

B-W ACCEPTANCE CORPORATION,
Plaintiff

VS.

JAMES C. REARICK
DOROTHY REARICK, individually
and trading as J. C. REARICK
HOME APPLIANCES,
Defendants

PRAECIPE FOR DISCONTINUANCE



LAW OFFICES
GLEASON, CHERRY & CHERRY
7-10 DAMUS BUILDING
DU BOIS, PENNSYLVANIA

109 N BRADY STREET

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

B-11 ACCEPTANCE CORPORATION,)
 Plaintiff)
 vs.) No. 77 Nov 1961
) In assumpsit
 JAMES C. REARICK & DOROTHY)
 REARICK, individually and)
 trading as J. C. REARICK)
 HOME APPLIANCE,)
 Defendants)

COMPLAINT IN ASSUMPSIT

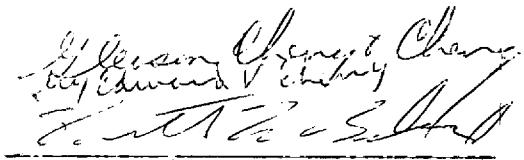
1. Plaintiff is a corporation and Defendants are individuals trading and doing business as J. C. REARICK HOME APPLIANCES at 1335 Brady Street, DuBois, Pennsylvania.

2. On or about October 14, 1960, November 2, 1960, December 15, 1960, November 28, 1960, November 2, 1960, November 2, 1960, October 8, 1960, October 18, 1960, October 26, 1960 and September 29, 1960, the Defendants by written contracts, true and correct copies of which are attached hereto and marked Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" respectively, agreed to hold in trust and store for the benefit of the Plaintiff the goods, wares, and merchandise, having a fair and reasonable value of \$464.00, \$209.00, \$490.00, \$157.00, \$198.00, \$198.00, \$255.00, \$232.00, \$176.00 and \$1,126.00, set forth on said Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" as if herein set forth at length.

3. By the terms of said contracts, hereafter called trust receipts, the Defendants were to return said goods, wares and merchandise upon demand of the Plaintiff and not to sell same without prior payment of the value set forth in said trust receipts to the Plaintiff.

4. In breach of said trust receipts, the Defendants have refused to return to the Plaintiff said goods, wares and merchandise upon demand and have refused to make payments to Plaintiff for the value thereof.

WHEREFORE, the Plaintiff demands judgment against the Defendants in the amount of \$3,505.00 together with interest thereon from December 15, 1960.

A handwritten signature in black ink, appearing to read "William C. Behrend" and "Edward V. Phillips" stacked vertically.

BEHREND and PHILLIPS
Attorneys for Plaintiff

B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or damage, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relating thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Exacted date 14th day of October

60

Johnstown

(State)

PENNSYLVANIA

W.F. 8000

(Dealer
or Distributor)
By _____

(Partner, or Official Title, if Company)

(1) MODE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DIA.
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 F-3350-R	17114868	248.00	223.20						
2 F-2710-R	11135160	216.00	194.40						
3 Zenith			417.60						
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INVOICE — DOWN PAYM'T. = RELEASE

→ 164.00 — — — 164.00

◀ TOTALS

E. B-WAC APPROVAL NO. 117

F. INVOICE NO. (8) 86065

PURCHASE APPROV.

G. LESS B-WAC CHARGE FOR

H. 90 DAYS 24%

11.60⁰⁰

I. DUE SHIPPER FROM B-WAC

452.40

CHECK NO. 10518

DATE 10/18/60

PAID

TO → CAMBRIA

C. DATE OF NOTE October 14, 1960

D. DATE OF SHIPMENT October 12, 1960

CHECK NO.

DATE

E. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA

F. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.

CODE TERM MONTH DAY

MATURITY DATE

ORIGINAL

B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until the payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

2nd November 60 at (City) Johnstown (State) Pennsylvania

(Dealer or Distributor)

By

(Partner, or Official Title, If Company)

Witness:

(1) MODE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DAYS
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 Zenith									
2 F-2738-M	1750753	209.00	188.10						5.0
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INVOICE	DOWN PAYM'T.	= RELEASE			
209.00	---	209.00	TOTALS		
A. LESS B-WAC CHARGE FOR 90 DAYS @ 2 1/2%			B. B-WAC APPROVAL NO. 123 F. INVOICE NO. (S) 92316		
			PURCHASE APPROVAL		
B. DUE SHIPPER FROM B-WAC			CHECK NO. 10795 DATE PAID TO → CAMBRIA		
C. DATE OF NOTE November 2, 1960			CHECK NO. DATE		
D. DATE OF SHIPMENT November 1, 1960			AMOUNT PAID TO		
E. DEALER NAME AND ADDRESS J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA			CODE	TERM	MONTHLY PAYMENT
F. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA,			3	2	1
MATURITY DATE					

B-WAC WHOLESALE FLOOR PLAN

A.

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 15th day of December

1960

Johnstown

(State)

Pennsylvania

Witness

(Dealer
or Distributor)
By

(Partner, or Official Title, If Company)

(1) MODE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
			FIRST	SECOND	THIRD	FOURTH	F FTH		
1 Zenith									
2 F-2215-J	1556318	175.00							
3 F-2105-C	1903302	148.00							
4 F-2112-W	1832333	167.00							
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INVOICE	DOWN PAYM'T.	= RELEASE	◀ TOTALS		PURCHASE APPROVAL
→ 490.00	— — —	190.00	E. B-WAC APPROVAL NO. 321732	F. INVOICE NO. (B) 103634	
A. LESS B-WAC CHARGE FOR TOTAL 90 DAYS @ 2 1/2% 12.25					
B. DUE SHIPPER FROM B-WAC 477.75			CHECK NO. 11151	DATE 12-19-60 PAID TO → CAMBRIA	
C. DATE OF NOTE December 15, 1960			CHECK NO.	DATE	
D. DATE OF SHIPMENT December 14, 1960			AMOUNT PAID TO		
E. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA			CODE	TERM	MONTH DAY YEAR
F. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.			3	1	
			MATURITY DATE		

B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person. Payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 28th day of November

60

Johnstown

Pennsylvania

(State)

Witness:

(Dealer
or Distributor)
By _____

(Partner, or Official Title, H Company)

(1) MDSE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 Zenith									
2 G-2304-R	1856934	157.00							5-27
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4 BACK ORDER									
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— DOWN PAYM'T. = RELEASE

→ 157.00 — — 157.00

◀ TOTALS

A. LESS B-WAC CHARGE FOR
TOTAL 90 DAYS → 21% 3.93

E. B-WAC APPROVAL NO. 128
F. INVOICE NO. (S) 106761

PURCHASE APPROVAL

G. DUE SHIPPER FROM B-WAC

153.07

CHECK NO. 11110 DATE

PAID TO → CAMBRIA

C. DATE OF NOTE November 28, 1960

CHECK NO. DATE

11/28/60

D. DATE OF SHIPMENT November 25, 1960

AMOUNT PAID TO

G. DEALER NAME
AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA

H. DISTRIBUTOR NAME
AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.

CODE	TERM	MONTH	DAY	YEAR
3	3	25	52	62

MATURITY DATE

B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacement, thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new and to return said articles to B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person and to pay payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us), in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 2nd day of November 60 at (City) Johnstown (State) Pennsylvania

(Dealer
or Distributor)
By _____

(Partner, or Official Title, If Company)

(1) MDSE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 Zenith									
2 F-2738-E	1747336	198.00	178.20						
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4 BACK ORDER									
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INVOICE —	DOWN PAYM'T.	= RELEASE			
198.00	---	198.00	TOTALS		
A. LESS B-WAC CHARGE FOR 90 DAYS		21%	4.95	B. B-WAC APPROVAL NO. 127 F. INVOICE NO. (8) 92755	
C. DUE SHIPPER FROM B-WAC		193.05	CHECK NO. 10795	DATE	PAID TO →
C. DATE OF NOTE November 2, 1960			CHECK NO.	DATE	
D. DATE OF SHIPMENT November 1, 1960			AMOUNT PAID TO		
G. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA			CODE	TERM	MONTH
H. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA			DAY	YEAR	
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			612	61	

B-WAC WHOLESALE TRADE RECEIPT

Received of B-W ACCEPTANCE CORPORATION the articles listed below.

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements, are held as my PROPERTY by B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my expense, risk and to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles free from, and to protect, said articles from, the B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims, if any, which may be levied upon said articles. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us) in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

1 It is further agreed that no one has authority to vary the terms of this Trust Receipt.

8th October

Executed this day of

1960 at (City) Johnstown, Pennsylvania

Dealer
or Distributor
By

(Partner, or Director Title, if Company)

Witness

(1) MDSE. OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DUE DATE
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 Zenith									
2 E-2860-R	1437003	255.00	255.00						
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INVOICE — DOWN PAYM'T. = RELEASE
→ 255.00 — — — 255.00

◀ TOTALS

E. B-WAC APPROVAL NO. 126
F. INVOICE NO. (S) 85320

PURCHASE APPROVAL

A. LESS B-WAC CHARGE FOR
DAYS → 24% 6.38

B. DUE SHIPPER FROM B-WAC 218.62

CHECK NO. 10471 DATE

PAID TO → 112228

C. DATE OF NOTE October 8, 1960

CHECK NO. DATE

D. DATE OF SHIPMENT October 7, 1960

AMOUNT PAID TO

E. DEALER NAME AND ADDRESS → J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA

F. DISTRIBUTOR NAME AND ADDRESS → CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA

CODE	TERM	MONTH	DAY
	3	t	
Maturity Date			

B-WAC WHOLESALE FLOOR PLAN

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

TRUST I
I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SAID B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W ACCEPTANCE CORPORATION or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto. I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us) in connection with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Executed this 18th day of October

1960 at (City) JOHNSTOWN (State) PENNSYLVANIA

(Dealer
or Distributor)

By

(Partner, or Official Title, If Company)

(1) MODEL OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATE
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1 Zenith									
2 F-2750-X	1631818	232.00	208.80						
3									
4									
5									
6									
7									
8									
9									
10									
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INVOICE	DOWNT PAYMT.	= RELEASE	TOTALS		PURCHASE
232.00	- - -	232.00	A. LESS B-WAC CHARGE FOR 90 DAYS	5.80	232.00
			B. DUE SHIPPER FROM B-WAC	226.20	
			C. DATE OF NOTE	October 18, 1960	
			D. DATE OF SHIPMENT	October 17, 1960	
			E. DEALER NAME AND ADDRESS	J. C. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA	
			F. DISTRIBUTOR NAME AND ADDRESS	CAMERIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.	
			G. CODE	TERM	MONTH
				3	10
			H. Maturity Date		

ORIGINAL

B-WAC WHOLESALE FLOOR PLAN

A-

Received of B-W ACCEPTANCE CORPORATION the articles listed below:

I (we) hereby acknowledge that said articles and any substitutions, exchanges or replacements thereto are the PROPERTY OF SA
B-W ACCEPTANCE CORPORATION and agree to take and hold the same, at my (our) sole risk as to all loss or injury, for the
purpose of storing said property and I (we) hereby agree to keep said articles brand new, and to return said articles to said B-W
Acceptance Corporation or its order upon demand and to pay and discharge all taxes, encumbrances and claims relative thereto.
I (we) hereby agree not to sell, loan, deliver, pledge, mortgage, or otherwise dispose of said articles to any other person until after
payment of amounts shown in Release Amount column below. I (we) further agree that the payment made by me (us) in connection
with this transaction, may be applied for reimbursement for any expense incurred by B-W ACCEPTANCE CORPORATION
in the event of breach of this Trust or repossession of said articles.

It is further agreed that no one has authority to vary the terms of this Trust Receipt.

Received on 26th day of October 60 at (City) Johnstown (State) Pennsylvania

(Dealer
or Distributor)

No.

(Partner, or Official Title, if Company)

(1) MODEL OR MODEL NO.	(2) SERIAL NUMBER	(3) RELEASE AMOUNT	RELEASE AMOUNT AFTER CURTAILMENT					DATE OF RELEASE	DATA
			FIRST	SECOND	THIRD	FOURTH	FIFTH		
1. Zenith									
2. F-2120-R	1771022	176.00	158.40						5-27
3.									
4. BACK ORDER									
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INVOICE	BALN PAYMT.	= RELEASE	TOTALS		PURCHASE APPROVAL
176.00	---	176.00			
A. LESS DOWN PAYMT			E. B-WAC APPROVAL NO.	127	
90	2 1/2%	4.40	F. INVOICE NO. (S)	92122	
G. DUE SHIPPED FROM BWC		171.60	G. CHECK NO.	10747	PAID TO → CAMBRIA
C. DATE OF NOTE <u>October 26, 1960</u>			H. DATE	11/1/60	
D. DATE OF SHIPMENT <u>October 25, 1960</u>			I. CHECK NO.		
G. DEALER NAME <u>O. REARICK HOME APPLIANCE, DU BOIS, PENNSYLVANIA.</u>			J. AMOUNT PAID TO		11,276.00
H. PURCHASER NAME <u>CAMBRIA EQUIPMENT COMPANY, JOHNSTOWN, PENNSYLVANIA.</u>			K. CODE	3	2
I. ADDRESS <u>100 W. BROAD ST., JOHNSTOWN, PENNSYLVANIA.</u>			L. TERM	25	6
J. CITY <u>JOHNSTOWN</u>			M. MONTH		
K. STATE <u>PENNSYLVANIA</u>			N. DAY		
L. ZIP CODE <u>15901</u>			O. YEAR		
M. MATURITY DATE					

ORIGINAL

3

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF ALLEGHENY :
:

Before me, the undersigned authority, personally
appeared J. M. Cummins, who is the Divisional
Vice President of the B-J ACCEPTANCE CORPORATION, who, being
duly sworn according to law, deposes and says that the facts
contained in the foregoing Complaint in Assumpsit are true and
correct to the best of his knowledge, information and belief.

Sworn to and subscribed before me
this 20 day of Sept, 1961.


H. A. FLOTTEMESCH
Notary Public, Hamilton County, Ohio
My Commission Expires July 25, 1964

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.
NO. ASSUMPSIT *Nov. 1961*

B-W ACCEPTANCE CORPORATION,
Plaintiff

vs.

JAMES C. REARICK & DOROTHY
REARICK, individually and
trading as J. C. REARICK
HOME APPLIANCES,
Defendants

COMPLAINT IN ASSUMPSIT

TO THE WITHIN NAMED DEFENDANT
YOU ARE HEREBY REQUESTED TO READ
THE ENCLOSED COMPLAINT AND TO FILE
20 DAYS FROM SERVICE, *REARICK*

James C. Rearick
ATT. FOR PLAINTIFF

R.C.
BERREND & PHILLIPS

ATTORNEYS AT LAW

420 BAKEWELL BLDG.
PITTSBURGH, PA.

BERREND
FILED
ATTORNEY AT LAW
420 BAKEWELL BUILDING

NOV 11 1961

PITTSBURGH, PA.

JS

500 Attn.