

DOCKET NO. 175

NUMBER TERM YEAR

181 November 1961

Edward George t/d/b/a

Jacob George Ford Sales

VERSUS

Daniel Cotter

SIR:

The following three persons have been appointed Arbitrators in
the case of Edward George 4/4/b/a JACOB GEORGE FORD CALIF.

W.D. Daniel Cottier

No. 151 November Term, 1961

the first named being the Chairman of the Board:

James K. Devling, Ervin B. Farrell, Jr.

Clarence R. Kruger

Hearing of the case has been fixed for Wednesday,

January 31, 1962 at 1:30 P.M.

in Court Room # Grand Jury Room

Very truly yours,

Carl E. Walker

Wm. T. Hagerty,
Prothonotary

Edward George, T, B, A
George's Garage vs.

Donal Cather

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

No. 181 Nov Term, 1962 (

PRAEICE FOR APPOINTMENT OF ARBITRATORS (1)

TO THE PROTHONOTARY OF SAID COURT:

The undersigned, pursuant to the Act of June 16, 1836, P. L. 715, as amended by the Act of June 14, 1952 (1951-52) P. L. 2087 and further amended July 22, 1955, Laws 1955, Act No. 91 and Clearfield County Court Rule....., requests you to appoint a **BOARD OF ARBITRATORS** and certifies that:

() The amount in controversy is \$1,000 or less.
() The case is at issue.
() An agreement of reference has been filed of record.
() Judgment has been entered for want of an appearance.

~~RECORD APPEARANCES HAVE BEEN ENTERED FOR:~~

Plaintiff William H. Smith Defendant Walter Fwoke

Date 2/3/61

W. W. H. ~~H.~~

..... Attorney for

TEN DAY PERIOD FOR APPOINTMENT OF ARBITRATORS IS WAIVED (2)

Attorney for Plaintiff

John S. [unclear]

January 1981

TIME AND PLACE OF HEARING and APPOINTMENT OF BOARD

Now, Jan 8, 19⁶², hearing of the above case is fixed for Wednesday,
Jan 17, 19⁶², in 1:30 Room, Clearfield County Court House, Clearfield,
Pa., and the following Clearfield County Bar members:

Chairman

are appointed as the **BOARD OF ARBITRATORS** to hear testimony, make report, and render their award within twenty (20) days from date of hearing.

I hereby certify that notice by mail was duly given to said Arbitrators, Attorneys, and/or parties of record of said appointment, time and place of hearing.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

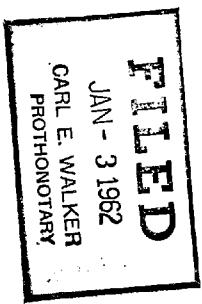
by.....
Deputy

- (1) See Court Rule 27
- (2) Waiver requires signatures of counsel for all parties.

In the Court of Common Pleas
of Clearfield County

No. _____
vs.
Term, 195

PRAECIPE FOR APPOINTMENT OF
ARBITRATORS



Edward George t/d/b/a

Jacob George Ford Sales

vs.

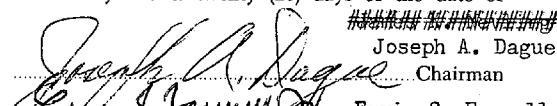
Daniel Cotter

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

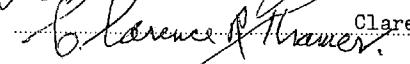
No. 181 November Term, #105# 1961

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 17th day of January, 1962, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

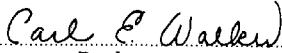

Joseph A. Dague Chairman


Ervin S. Fennell, Jr.


Clarence R. Kramer

Sworn to and subscribed before me
this 17th day of January,

1962.

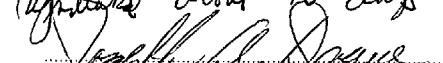

Carl E. Walker

Prothonotary

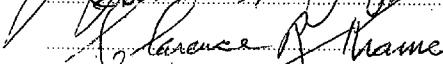
AWARD OF ARBITRATORS

Now, this 17th day of January, 1962, we, the undersigned arbitrators appointed in this case, after having been duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Plaintiff the sum of \$177.17 vs. the defendant, Daniel Cotter. The invoice of March 1, 1961 is disallowed because complaint and answer plead the work was done on March 1, 1961 while the proof is that the car was returned Feb. 6, 1961 and the contract stipulated about 16 days thereafter.


Joseph A. Dague Chairman


Ervin S. Fennell, Jr.


Clarence R. Kramer

ENTRY OF AWARD

Now, this day of 1962, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

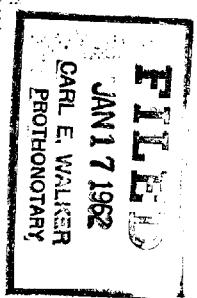
In the Court of Common Pleas
of Clearfield County

No.

Term, 195

vs.

OATH OR AFFIRMATION
OF ARBITRATORS
AND AWARD



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

EDWARD GEORGE t/d/b/a :
JACOB GEORGE FORD SALES :
VS. : No. 181 November Term, 1961
DANIEL COTTER :
:

PRAECIPE

Discontinue the above action and mark the
record satisfied.

SMITH, SMITH & WORK

By William U. Smith

21⁵⁰
8/18/68
30.

"Fines... words of a Lifetime"



FALCON



FORD



THUNDERBIRD

JACOB GEORGE FORD SALES

Osceola - Houtzdale Highway — Phone: DRexel 8-7211
HOUTZDALE, PA.

July 6, 1960

Daniel Cotter Jr. & LaRue Cotter
Box 30
Brisbin, Pennsylvania

THE SHELBY SALESPERSON CO. SHELBY, OHIO

1956	U	Pontiac CP (P756H54804) Pontiac CP (W8UH16743)	1020.00 220.00
		Difference	800.00
		Sales Tax	32.00

LEASE AGREEMENT

DUPLICATE

This Agreement made this 1 year day of JULY, 1960

between JACOB GEORGE FORD SALES
(Hereinafter known as "Seller")

whose address is Houtzdale, Penna.

and Daniel Cotter Jr & Larue Cotter
(Hereinafter known as "Buyer")

whose address is Box 30 Brisbin, Pa.

The Seller has leased to the Buyer the following described automobile or automobiles:

NAME	Manufacturer's Serial No.	Motor No.	Type of Body	Year	Model	New or Used	No. of Passen- gers	No. of Cylinders	If Truck Tons Capacity
Ponitac	P756H54804			1956		used	6	8	

Statement of Finance Charges

1. Cash Price:		5. Other Costs:	
2. Down Payment:			\$ 37.50
Cash	\$ 120.00		
Allowance for Car Traded In	\$ 220.00		
Make <u>Pont.</u> Model <u>2-dr</u> Year <u>1956</u>		6. Principal Amount Financed	\$ 388.40
Total Down Payment	\$ 340.00	(Items 3 plus 4 plus 5)	
3. Unpaid Cash Balance	\$ 680.00	7. Finance Charge	\$ 97.01
John Andras Inc. <u>Actual</u>	\$ 90.90	8. Time Balance	\$ 915.41
4. Insurance Premium Costs	<u>Estimated</u> \$	(Total of the principal amount financed (6) plus the finance charge (7). This represents the total obligation of the Buyer.)	
If the cost of Insurance is estimated, the difference between estimated figure and actual cost, including finance charges on such amount, will be adjusted at time of final payment on this contract.			
Fire and Theft	Term	9. Payment Schedule:	23 payments at \$37.72
Collision: (Deductible \$)	Term	Number of payments	37.05
Life	Term	Amount of payments	
		Time of payments	

As security for the above the Buyer has deposited with the Seller the following collateral:

No party may sign this contract if it contains blank spaces to be filled in after this contract has been executed, other than serial numbers or other identifying marks which are not available for description of the motor vehicle at the time of the execution of the contract.

This contract may not be sold, assigned or transferred to any person in Pennsylvania or elsewhere who is not licensed as a sales finance company pursuant to the provisions of the Act of June 28, 1947.

Buyer agrees to surrender the motor vehicle to Seller at the expiration of this lease, and if, upon surrendering the same, all agreements and conditions herein have been fully observed and performed, the Buyer desires to purchase the motor vehicle. Seller agrees to sell the same for the sum of \$1.00.

This lease is subject to the additional terms on the reverse side hereof, all of which constitute a part hereof. All of the agreements between the Seller and the Buyer relating to the above described motor vehicle and its leasing on a deferred rental basis are contained herein and on the reverse side hereof, and no warranties, express or implied, no representations, covenants, promises, agreements, of any character have been made by the Seller, except as stated herein and on the reverse side hereof.

This lease shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused their corporate seals to be hereunto affixed the day and year first above written.

Do Not Sign Here Unless You Have Actually Received Motor Vehicle, and Owe the Amount of the Note

NOTICE TO BUYER

Do not sign this contract in blank.

You are entitled to an extra copy of the contract you sign.
Keep it to protect your legal rights.

I or we hereby acknowledge delivery of a copy of this contract.

Daniel Cotter Larue Cotter Buyer

J. Jameson J. M. Glance Witness

Daniel Cotter Jr. Larue Cotter
Buyer

Jacob George Ford Sales
Seller

Witness

**Additional Terms and Conditions of Automobile Lease
REPAYMENT OF CONTRACT**

The Buyer shall have the privilege of prepaying at any time all or any part of the unpaid time balance under this contract. Whenever all the time balance is liquidated prior to maturity by prepayment, refinancing or termination by surrender or repossession and resale of the motor vehicle the holder of this contract shall rebate to the Buyer immediately the unearned portion of the finance charge. Rebate may be made in cash or credited to the amount due on the obligation of the Buyer.

The unearned finance charge to be rebated to the buyer shall represent as great a proportion of the total finance charge as the sum of the periodical time balances after the date of prepayment bears to the sum of all the periodical time balances under the schedule of payments in the original agreement: Provided, however, the holder shall not be required to rebate any portion of such unearned finance charge which results in a net minimum finance charge on the contract less than ten dollars (\$10.00); And provided further, the holder shall not be required to rebate any unearned finance charge when the amount due, computed as herein set forth, is less than one dollar (\$1.00).

REPOSESSION

When the Buyer shall be in default in payment of any amount due under this contract or when the Buyer has committed any breach of contract which is by this contract specifically made a ground for retaking the motor vehicle, the Seller or any Holder who has legally acquired the contract may retake possession thereof.

Repossession of a motor vehicle, when effected otherwise than by legal process, shall be made only by the Holder, including an official or full time employee thereof, by a collector-repossession licensed under this act, by the Seller, or by any licensed seller or sales finance company, including any official and full time employee thereof, who is not regularly engaged in the making of such repossession but occasionally does so as an accommodation for other sellers or finance companies.

The holder may commence an action of replevin immediately upon any default or breach of contract by the Buyer.

When repossession is effected otherwise than by legal process the Holder shall immediately furnish the Buyer with a written "notice of repossession", delivered in person or sent by registered mail, directed to the last known address of the Buyer.

Such notice shall set forth—

Buyer's rights as to reinstatement of the contract if the Holder extends the privilege of reinstatement and redemption of the motor vehicle.

An itemized statement of the total amount required to redeem the motor vehicle by reinstatement of the payment of the contract in full.

Shall give notice to the Buyer of the Holder's intent to re-sell the motor vehicle at the expiration of 15 days from date of mailing notice.

Shall state where motor vehicle is stored.

Shall designate the name and address of the person to whom the Buyer shall make payment or upon whom he may serve notice.

When repossession of the motor vehicle is effected otherwise than by legal process the Buyer shall be liable for costs incurred by the Holder in retaking, storing and repairing such motor vehicle when the conditions set forth in the act prevail.

REINSTATEMENT OF CONTRACT AFTER REPOSESSION

Whenever the motor vehicle has been replevined or repossessed because of default or other breach of contract the Holder may reinstate the contract and return the motor vehicle to the Buyer, provided—

The Buyer pays all past due instalments or agrees with Holder on mutually satisfactory arrangements, accrued default charges, costs of suit under the contract and authorized by the act and

If default at the time of repossession exceeded 15 days, expenses of retaking, repairing and storing authorized by the act.

REDEMPTION AND TERMINATION OF CONTRACT AFTER REPOSESSION

When repossession of the motor vehicle is effected within the Commonwealth of Pennsylvania otherwise than by legal process the Holder shall retain such repossessed motor vehicle within the county in which it was retaken for a period of 15 days after mailing notice of repossession to the Buyer. If such repossession is made outside the Commonwealth of Pennsylvania the motor vehicle at the option of the Holder, may be retained in the vicinity of such retaking for such 15 day period to be brought back into the county in which it was originally sold to the Buyer.

During such 15 day period the Buyer may redeem the motor vehicle and terminate the contract by payment or tender of payment to the Holder of the following amounts, subject to the condition hereinafter stated:

- a. When default at the time of repossession has been less than 15 days the amount of the unpaid time balance plus the amount of any accrued default charges authorized by the act, plus any other amount lawfully due, excluding costs of retaking, repairing and storage, less rebate of unearned finance charge.
- b. When default at the time of repossession exceeded 15 days the amount of the unpaid time balance plus the amount of any accrued default charges authorized by the act, plus costs of retaking, repairing, repossessing and storing authorized by the act, plus any other amount lawfully due under the contract less rebate of unearned charge.

SALE OF MOTOR VEHICLE AFTER REPOSESSION

If, within the 15 days notice of redemption, the Buyer does not redeem the motor vehicle, either by termination or reinstatement of the contract the Buyer shall forfeit all claim to the motor vehicle and the collateral security.

If the buyer does not redeem the repossessed motor vehicle within the said 15 day notice of redemption period, then the seller or holder shall not have the right to bring an action or proceedings against the buyer for a deficiency, as provided in section 27 hereof (69 P. S. 627), unless there shall have been a public or private sale of the repossessed motor vehicle and collateral security.

DEFICIENCY JUDGMENT

If the proceeds of the resale mentioned in section 26, (69 P. S. 626), are not sufficient to defray the expenses thereof, the expenses of retaking and storing the motor vehicle to which the seller or holder may be entitled and the net balance due upon the contract, plus the amount of any accrued default charges authorized by this act, the seller or holder may reserve the deficiency from the buyer or from any one who has succeeded to the obligations of the buyer; Provided, that the buyer may have the reasonable value of the motor vehicle at the time of the resale, determined in any action or proceeding brought by the seller or holder to recover the deficiency, the resale price being prima facie, but not conclusive evidence, of such reasonable value and the said reasonable value, as determined, or the resale price, whichever shall be higher, shall be credited to the buyer on account of his indebtedness. In every action or proceeding for a deficiency the buyer may have the reasonableness of the expense of retaking and storing the motor vehicle determined. Nothing contained in this section (69 P. S. 627), shall apply to a deficiency as a resale which was held prior to May 2, 1949.

BREACH OF CONTRACT

The Buyer agrees that the following shall constitute a breach of contract for which the Holder or Seller may repossess or replevy the motor vehicle herein described:

- a. Failure to make the payments in the amounts and at the times stated.
- b. To use or cause or permit to be used the motor vehicle herein described for the transportation of liquor, wines or any other beverages for personal or commercial use contrary to the provisions of the laws of any State, United States or any foreign country.
- c. To remove the motor vehicle from the Buyer's address aforesaid, without the written consent of the Seller or Holder being first obtained.
- d. To sell or attempt to sell said motor vehicle without the written consent of the Seller or Holder or to encumber or to attempt to encumber said motor vehicle.

In the event that the Buyer defaults in the payment of one or more instalment payments or uses the motor vehicle for any illegal purpose the entire time balance shall be immediately due and payable.

Buyer agrees to pay a default charge, upon demand of Seller, at the rate of two per cent (2%) per month on the amount of any instalment or instalments in arrears as provided for by law. Accrued default charges shall be added to and become a part of the Deferred Rental.

Buyer agrees that the loss, injury or destruction of said motor vehicle shall not release said Buyer from payment as provided herein. It is further agreed that the motor vehicle and extra equipment hereby let and the title thereto both are and shall remain vested in and be the property of Seller.

The Buyer authorizes any attorney at law of the Commonwealth of Pennsylvania or elsewhere to appear for him and in his name confess a judgment against him for any amount that may be due and owing by him under this contract to the Seller or Holder, together with all legal costs under the act and an attorney's fee of 15 per centum. Buyer hereby waives all right of valuation appraisal and exemption laws now in force or hereafter passed including stay of execution, inquisition, appraisal and condemnation.

SELLER'S REPRESENTATIONS AND ASSIGNMENT

The Seller warrants that the within contract is the entire contract between him or it and the Buyer and for the sum of \$_____, the receipt of which is hereby acknowledged, the Seller hereby sells, assigns, transfers, and sets over to

THE HOUTZDALE BANK, HOUTZDALE, PA.

the within contract, and all rights, title and interest in and to the property therein described, and all rights and remedies under said contract with power in assignees own behalf to take all such legal proceedings as Seller might have taken, save for this assignment. Seller warrants that no part of the down payment consists of notes or post-dated checks and that Buyer is, or Buyers are, adults.

Witness _____
Dated _____
Street Address _____

Signature of Seller
By _____
City _____ State _____

In the Court of COMMON PLEAS OF Clearfield County.

EDWARD GEORGE. t/d/b/a

JACOB GEORGE FORD SALES

VERSUS

DANIEL COTTER

Of November Term, 1961

No. 181 In Assumpsit

Plaintiff's

Bill of Costs

At Arbitration Term, 19

CLEARFIELD COUNTY, SS:

Personally appeared before me William U. Smith, who being duly sworn, saith the above Bill of Costs is correct, that the witnesses named were subpoenaed, necessary, material, and in attendance as above stated, and that the mileage is correct as he believes.

Sworn to and subscribed before me this

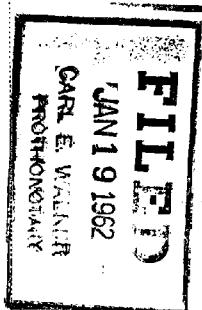
..... day of January, A. D. 1962

Case E. Walker, Prothonotary

~~the 25th May 1961~~
- 25th May 1961

No. Term, 19...

Versus



Attorney

Affidavit of Service

Edward George

vs.

Daniel Cotter



No. 181 Nov 61 Term, 19 61

Complaint In Assumpsit

Returnable within _____ days
from date of service hereof.

NOW December 9, 1961 at 9:25 o'clock A.M.

served the within Complaint In Assumpsit

on Daniel Cotter

at Place of Residence

by handing to his wife an adult member of the family

a true and attested copy of the original Complaint In Assumpsit

known to her the contents thereof.

Costs.

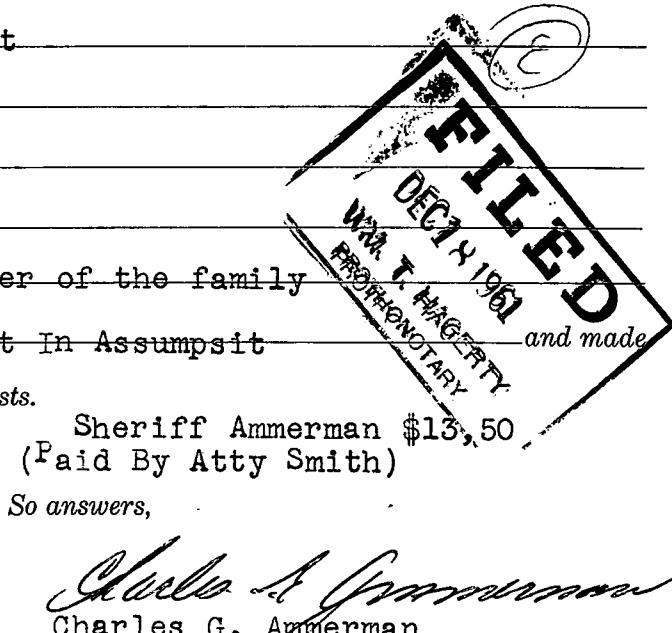
Sheriff Amerman \$13.50
(Paid By Atty Smith)

So answers,

Sworn to before me this 13th

day of December A. D. 19 61

Wm. T. Haggerty
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

EDWARD GEORGE, t/d/b/a :
JACOB GEORGE FORD SALES :
VS : No. 18 / November Term, 1961
DANIEL COTTER : In Assumpsit

C O M P L A I N T

(1). The name of the Plaintiff is Edward George, trading and doing business as Jacob George Ford Sales, of Houtzdale, Clearfield County, Pennsylvania.

(2). The name of the Defendant is Daniel Cotter, an individual who resides in Brisbin, Clearfield County, Pennsylvania.

(3). At the special request of the Defendant, the Plaintiff did make certain repairs on December 28, 1960 and March 1, 1961 on a 1955 Pontiac owned by the Defendant.

(4). Said repairs were properly performed and were as requested by the Defendant.

(5). The total cost of said repairs is \$402.73 as shown by the original books and records of the Plaintiff, a copy of which is attached hereto.

(6). The price charged is fair and just and as agreed between the Plaintiff and Defendant.

(7). The Defendant is not entitled to any credit, set-off or other reduction.

(8). Plaintiff has repeatedly demanded payment from the Defendant, but the Defendant, without reason, refuses to pay.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$402.73, with interest on the component parts.

SMITH, SMITH & WORK
BY William Smith
Attys. for Plaintiff

STATE OF PENNSYLVANIA: SS
COUNTY OF CLEARFIELD:

EDWARD GEORGE, being duly sworn according to law, deposes and says the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Edward George
(Edward George)

Sworn and subscribed to
before me this 28th day
of November, 1961.

APM

My Commission Expires Justice of the Peace
First Mon. of Jan. 1964 Houtzdale, Pa.

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

No. 181 November Term, 1961
In Assumpsit

EDWARD GEORGE, t/d/b/a
JACOB GEORGE FORD SALES

VS

DANIEL COTTER

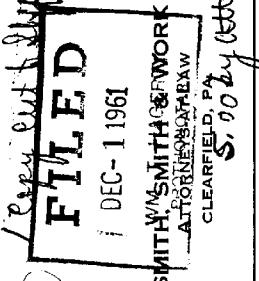
COMPLAINT

TO THE WITHIN DEFENDANT:

You are hereby required to
file defensive pleadings to
the within Complaint within
twenty days from service here-
of.

SMITH, SMITH & WORK

BY W. W. Smith
Atty. for Plaintiff



Legal-Over Margin

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

EDWARD GEORGE, t/d/b/a :
JACOB GEORGE FORD SALES :
VS : No. 181 November Term, 1961.
DANIEL COTTER : In Assumpsit

ANSWER

1. Paragraph (1) of the Complaint is admitted.
2. Paragraph (2) of the Complaint is admitted.
3. Paragraph (3) of the Complaint is denied, and in answer thereto it is averred that this car was purchased from the Plaintiff, and failing to work properly, the Plaintiff made repairs to the car in order to comply with the sale thereof to the Defendant. In further answer thereto, the defendant avers that the repair bill submitted March 1, 1961 is not within the knowledge of the defendant, in as much as the car had been repossessed by the Plaintiff on that day. The defendant is in no way responsible for any repairs as of that date. In further answer thereto, it is averred that the repair bill for December 28, 1960 is in error as to the amount claimed to the amount of \$100.00 as appears on the face of said repair order.
4. Paragraph (4) of the Complaint is denied, and in answer thereto the defendant avers that the repairs were not properly performed, the car never worked in accordance with the representation of the Plaintiff.
5. Paragraph (5) is denied for the reason that the defendant is in no way responsible for the repairs, and that the same were performed by the Plaintiff in order that the car would work properly as represented by the Plaintiff to the Defendant.

In further answer, it is averred that the total amount claimed exceeds by \$100.00 the total of the repair orders.

6. Paragraph (6) of the Complaint is denied, and defendant avers that the charges are within the peculiar knowledge of the Plaintiff, and

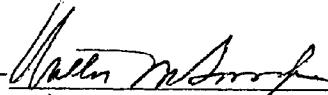
strict proof as to fairness and justice and as agreed on, therefore is demanded at the trial hereof.

7. Paragraph (7) of the Complaint is denied, and in connection thereto, the defendant avers that he is not in any way responsible to the Plaintiff for the repairs claimed by the Plaintiff.

8. Paragraph (8) is not denied, and in answer thereto, the defendant avers that he is not responsible, and is not liable to the Plaintiff for the claim made.

WHEREFORE, defendant asks judgment in this action.

BELL, SILBERBLATT & SWOOP

By- 

Attorneys for Defendant

STATE OF PENNSYLVANIA :
: SS:
COUNTY OF Centre :

Before me, personally appeared Daniel Cotter, who
being duly sworn according to law, deposes and says the facts set
forth in the foregoing Answer are true and correct to the best of his
knowledge, information and belief,

Daniel Cotter
Daniel Cotter

Sworn and subscribed to
before me this 16th day
of December , 1961.

Daniel Cotter

1
Service accepted and copy received
12/27/61

William W. Bell
atty for Plaintiff

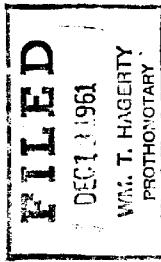
~~RECEIVED
IN THE COURT OF COMMON PLEAS~~
OF CLEARFIELD COUNTY, PENNSYLVANIA
No. 181, November Term, 1961.
In Assumpsit

EDWARD GEORGE, t/d/b/a
JACCB GEORGE FORD SALES

VS:

DANIEL COTTER

ANSWER



BELL, SILBERBLATT & SWCOPE
Attorneys-At-Law
Clearfield - Philipsburg
Pennsylvania.