

DOCKET NO. 175

NUMBER	TERM	YEAR
205	November	1961

St. Marys Savings & Loan Assoc.

VERSUS

Russell L. Gairin

Shirley L. Gairin

ST. MARYS SAVINGS & LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION, : OF CLEARFIELD COUNTY, PA.
Plaintiff, :
VS. :
RUSSELL L. GAIRIN and SHIRLEY :
L. GAIRIN, Husband and Wife, :
Defendants : 8 Nov., 1961.

TO THE PROTHONOTARY,

179

SIR:-

Issue a writ of habere facias possessionam and fieri facias
for costs.

Returnable sec. leg.

DRISCOLL, GREGORY & COPPOLO,

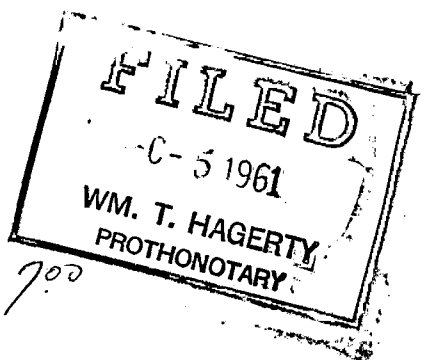
By [Signature]

[Signature]

DAN P. ARNOLD

Attorneys for Plaintiff

Dated: Dec 4, 1961.



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

_____, 1961.

ST. MARYS SAVINGS & LOAN
ASSOCIATION, Plaintiff,

VS.

RUSSELL L. GAIRIN and
SHIRLEY L. GAIRIN, Husband
and Wife,
Defendants.

PRAECIPE FOR WRIT OF
HABERE FACIAS POSSESSIONEM
AND FI. FA. FOR COSTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ST. MARYS SAVINGS & LOAN ASSOCIATION :

VS

: No. 205 November Term,
: 1961

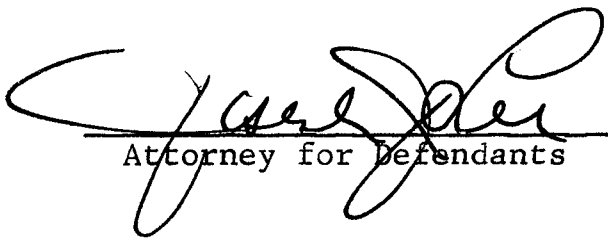
RUSSELL L. GAIRIN ET AL :

P R A E C I P E

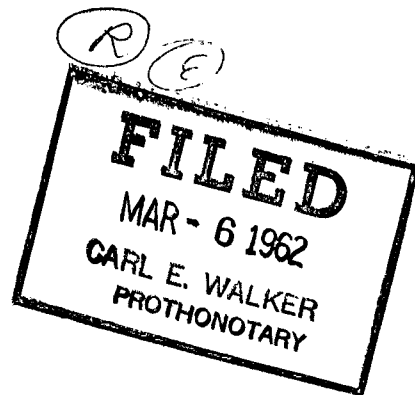
TO CARL E. WALKER, PROTHONOTARY

SIR:

Withdraw the defendants' Petition to set aside judgment in
the above case upon payment of costs by the plaintiff.


Attorney for Defendants

Dated: March 6 , 1962



ST. MARYS SAVINGS & LOAN ASSOCIATION,	:	IN THE COURT OF COMMON PLEAS
	:	OF CLEARFIELD COUNTY, PA.
Plaintiff,	:	
	:	
VS.	:	
	:	
RUSSELL L. GAIRIN and	:	
SHIRLEY L. GAIRIN, Husband	:	
and Wife,	:	
Defendants.	:	<u>20 5 Nov</u> , 1961.

AFFIDAVIT OF DEFAULT AND CONFESSION
OF JUDGMENT ON POWER OF ATTORNEY IN
EJECTMENT ON CONTRACT OF SALE OF
REAL ESTATE

WHEREAS, under date of May 24, 1954, the St. Marys Savings & Loan Association, plaintiff, entered into Article of agreement with Russell L. Gairin and Shirley L. Gairin, Husband and Wife, defendants, whereby the plaintiff agreed to sell and convey to the defendants all that certain piece, parcel or lot of land situate, lying and being in the City of DuBois, County of Clearfield, and State of Pennsylvania, at No. 214 East Weber Avenue, bounded and described as follows, to-wit:-

BEING the westerly part of Lot No. 164 which is situated on the south side of East Weber Avenue, being known as No. 214 East Weber Avenue, and being bounded on the north by East Weber Avenue; and on the east by the other part of the same lot, the property of S. S. Barrett and Cora Barrett, and being twenty-five (25) feet wide on East Weber Avenue, and extending southward to alley one hundred and fifty (150) feet, and being twenty-five (25) wide on said alley.

BEING the same land which Charles G. Ammerman, Sheriff of Clearfield County, conveyed to the St. Marys Savings & Loan Association by Sheriff's Deed dated May 3, 1954, and recorded on May 14, 1954, in Clearfield County Deed Book 329 at page 263.

for the sum of \$8700.00, with interest at the rate of 6% per annum on the unpaid balance, inmonthly installments of \$70.00 each, payable on the 24th day of each and every month, beginning on the 24th day of June, 1954, and continuing thereafter until the said principal sum and interest are fully paid, with the privilege unto the defendants to anticipate and pay on any installment date all or any part of the principal and interest remaining unpaid.

It was understood and agreed between plaintiff and defendants that plaintiff should pay all taxes levied against the premises above described, and all premiums of fire insurance on the improvements on the premises above described, and should apply the monthly installments paid by the defendants to the payment of said taxes and fire insurance premiums before application of the same to the payment of principal and interest on the purchase price of the premises hereinabove set forth.

A copy of said Article of Agreement is hereto attached, made a part hereof, and marked Exhibit "A";

WHEREAS, the aforesaid defendants entered into possession of the aforesaid premises on the 25th day of May, 1954; and

WHEREAS, notwithstanding the terms, covenants and conditions of said Article of Agreement, the defendants have failed to pay the installments due for said premises for more than thirty days, to-wit; from the 11th day of NOVEMBER, 1960.

WHEREAS, the defendants have failed and refused to remedy

the said default after notices to them.

WHEREAS, the said Article of Agreement provides as follows:-

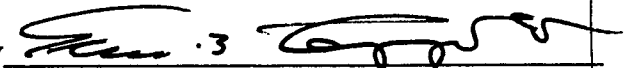
"AND IT IS FURTHER AGREED by and between the said parties, that in case of default for 30 days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance, or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then, and in such case, all rights of the second parties hereunder shall cease and terminate without affirmative action by the first party and in such case, the said second party hereby confess judgment in ejectment and authorize and empower the Prothonotary of the Court of Common Pleas of Clearfield County to enter a judgment in ejectment, in which the first party shall be plaintiff, and the said second party shall be defendant, for the premises herein described, for which this agreement and an affidavit of default or breach made by the first party or its duly authorized representative shall be the said Prothonotary's sufficient warrant, and does authorize the immediate issuing of a writ of Habere Facias Possessionem with clause of Fieri Facias for the costs, and, if for any reason after such action shall have been commenced the same shall be determined and possession of the premises shall remain in or be restored to the second party, second party confesses judgment in ejectment and authorizes the issuance of a writ of Habere Facias Possessionem in the manner hereinbefore set forth, upon any and all subsequent default or defaults, breach or breaches."

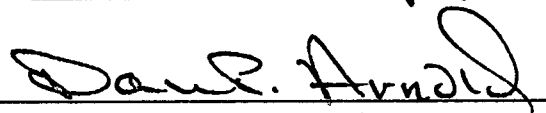
NOW, THEREFORE, the Prothonotary of the Court of Common Pleas of Clearfield County, in accordance with the authority contained in the aforementioned Article of Agreement is hereby requested to enter judgment in ejectment in favor of the plaintiff and against the defendants for the premises described in said Article of Agreement.

AND NOW, November 30th, 1961, it is agreed that an action in ejectment be entered by the Prothonotary of the Court of Common Pleas of Clearfield County as if a summons in ejectment or complaint had been issued by the St. Marys Savings & Loan Association as plaintiff against Russell L. Gairin and Shirley L. Gairin, Husband and Wife, as defendants, for all and singular the property hereinabove described now in the occupancy of the said defendants.

Alvin B. Coppolo, Esq., an attorney of the Court of Common Pleas of Elk County, and Dan P. Arnold, Esq., an attorney of the Court of Common Pleas of Clearfield County, hereby appear as attorneys for Russell L. Gairin and Shirley L. Gairin, Husband and Wife, the defendants above named, and sign this agreement under and by virtue of and in accordance with the authority contained in said Article of Agreement, and confess judgment in favor of the plaintiff and against the defendants without stay of execution and with a release of all erros, for the aforementioned premises, and hereby authorizes the Prothonotary to enter their appearance for the said defendants.

DRISCOLL, GREGORY & COPPOLO,


By 

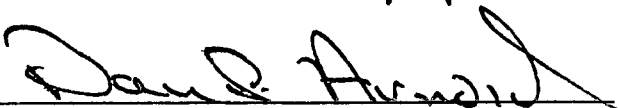


DAN P. ARNOLD

Attorneys for Plaintiff

DRISCOLL, GREGORY & COPPOLO,

By 

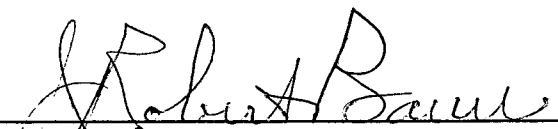


DAN P. ARNOLD

Attorneys for Defendants.

COUNTY OF ELK, SS:

J. ROBERT BAUER, being duly sworn, deposes and says that he is secretary of the St. Marys Savings & Loan Association, plaintiff above named, and that he is familiar with the facts set forth in the foregoing amicable action and confession of judgment in ejectment, and that the same are true and correct, and that the copy of the Article of Agreement attached hereto is a true and correct copy of the original thereof.


Secretary of the St. Marys Savings
& Loan Association, Plaintiff.

SWORN to and subscribed before me

this 30th day of November, 1961.



NOTARY PUBLIC
My commission expires January 7, 1963
9 North St. Marys Street
St. Marys, Elk County, Penna.

COUNTY OF ELK,

SS:

ALVIN B. COPPOLO, being duly sworn according to law, deposes and says that he is the attorney for the defendants herein and that the foregoing facts are true and correct to the best of his knowledge, information and belief, and that the copy of the Article of Agreement attached hereto is a true and correct copy of the original thereof.

SWORN to and subscribed before
me this 30th day of November,
1961.

Theresa Steinhilber

NOTARY PUBLIC
My commission expires January 7, 1963
9 North St. Marys Street
St. Marys, Elk County, Penna.

COUNTY OF CLEARFIELD,

SS:

DAN P. ARNOLD, being duly sworn according to law, deposes and says that he is the attorney for the defendants herein and that the foregoing facts are true and correct to the best of his knowledge, information and belief, and that the copy of the Article of Agreement attached hereto is a true and correct copy of the original thereof.

Dan P. Arnold

SWORN to and subscribed before
me this _____ day of _____,
1961.

This Indenture,

Made the Twenty-fourth day of May, in the year of our Lord,
One Thousand Nine Hundred and Fifty-four.

Between ST. MARYS SAVINGS & LOAN ASSOCIATION, A corporation of
the State of Pennsylvania, having its principal business office in the
Borough of St. Marys, Elk County, Pennsylvania, party of the first part,
AND RUSSELL L. GAIRIN and SHIRLEY L. GAIRIN, Husband and
Wife, of DuBois, Clearfield County, Pennsylvania, parties

of the second part, Witnesseth, that the said party of the first part, in consideration of the covenants and agree-
ments hereinafter contained, on the part of the said party of the second part to be kept and performed, has agreed
and does hereby agree to sell and convey unto the said party of the second part, all the land and premises herein-
after mentioned and fully described, for the sum of EIGHTY-SEVEN HUNDRED- - - - - Dollars, to be paid as follows:
(\$8700.00) - - - - -

with interest at the rate of six per cent (6%) per annum on the unpaid
balance, in monthly installments of Seventy (\$70.00) Dollars each,
payable on the 24th day of each and every month, beginning on the
24th day of June, 1954, and continuing thereafter until the said principal
sum and interest are fully paid, with the privilege unto the parties
of the second part to anticipate and pay on any installment date all
or any part of the principal and interest remaining unpaid.

It is understood and agreed between the parties hereto that
the party of the first part shall pay all taxes levied against the
premises herein described, and all premiums of fire insurance on the
improvements on the premises herein described, and shall apply the
monthly installments paid by the parties of the second part to the
payment of said taxes and fire insurance premiums before application
of the same to the payment of principal and interest on the purchase
price of the premises as hereinbefore set forth.

and upon payment of the above purchase price, with all accrued interest, the said party of the first part will, at
its own expense, make, execute and deliver to the said party of the second part a good and sufficient Deed, for the proper
conveying and assuring of the said premises in fee simple, free from all encumbrances and dower or right of dower,
such conveyance to contain the usual covenants of general Warranty.

And the said party of the second part agrees with the said party of the first part to purchase the said prem-
ises and pay therefor the sum of EIGHTY-SEVEN HUNDRED- - - - - Dollars.
in the manner and at the time hereinbefore provided.

EXHIBIT "A"

AND IT IS FURTHER AGREED by and between said parties that possession of the said premises be delivered to the party of the second part, on the 25th day of May A. D. 1954, until which time the party of the first part shall be entitled to have and receive the rents, issues, and profits.

AND IT IS FURTHER AGREED by and between said parties that the taxes upon the said premises for the current year shall be pro rated between the parties in the proportion which the portion of the year which has expired before delivery of possession bears to that portion of the year which is to expire after delivery of possession; and the second party shall pro rata share thereof shall be paid before the date for return of the same by the collector to the County Commissioners for non-payment.

AND IT IS FURTHER AGREED by and between said parties that the second party shall keep all buildings now standing and hereafter erected upon the said premises insured for the benefit of the first party in a sum not less than the total of all sums due hereon, and take out no insurance on said buildings not marked for the benefit of the first party; and pay all premiums becoming due on said insurance on the date that the same shall become due.

AND IT IS FURTHER AGREED by and between said parties that in case of default for thirty days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then and in any such case, the entire amount of the purchase price remaining unpaid shall at the option of the said first party, forthwith become due, payable, and collectible, with all interest, taxes, and premiums of insurance due as herein provided, together with an attorney's commission of ten percentum upon all of said sums thus due, and together with costs of suit.

AND IT IS FURTHER AGREED by and between the said parties, that if the said second party shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance when due, or to pay any tax upon the said premises on or before the date for return of the same by the collector to the County Commissioners for non-payment, that then and in any such case the said first party shall have a privilege, right or option to make good any such default by insuring the said buildings in an amount equal to the sum covenanted, and paying premiums of insurance thus incurred, or by paying any premiums of insurance remaining unpaid by the second party as aforesaid, or by paying any taxes remaining unpaid by the said second party as aforesaid, and upon exercise of said privilege, right, or option, any sums thus expended for any or all of said purposes shall be added to and become a part of the debt due from the second party to the first party hereunder, and shall be treated, taken and considered as such in all matters touching or concerning this contract, and in all proceedings had for enforcement of the liability hereon.

SAID SECOND PARTY does hereby confess judgment in favor of the above mentioned first party, for the full purchase price hereinbefore mentioned, with all fees and costs of entry, including an attorney fee and 5% commission upon all sums due hereon for collection, without defalcation or stay of execution, waiving the rights of inquisition and appeal, all rights under any present or future Exemption Laws of this Commonwealth, and all benefits from any and all errors in any and all proceedings had hereupon.

AND IT IS FURTHER AGREED by and between the said parties, that in case of default for 30 days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance, or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then and in such case, all rights of the second party hereunder shall cease and terminate without affirmative action by the first party and in such case the said second party hereby confess judgment in ejectment and authorize and empower the Prothonotary of the Court of Common Pleas of Clearfield County to enter a judgment in ejectment, in which the first party shall be Plaintiff, and said second party shall be Defendant, for the premises herein described, for which this agreement and an affidavit of default or breach made by the first party or its duly authorized representative shall be the said Prothonotary's sufficient warrant, and does authorize the immediate issuing of a writ of Habere Facias Possessionem with clause of Fieri Facias for the costs, and if for any reason after such action shall have been commenced the same shall be determined and possession of the premises shall remain in or be restored to the second party, second party confesses judgment in ejectment and authorizes the issuance of a writ of Habere Facias Possessionem in the manner hereinbefore set forth, upon any and all subsequent default or defaults, breach or breaches.

AND IT IS FURTHER AGREED by and between the said parties, that the acceptance of any payment after the same shall have become due, shall not be considered a waiver of the right to enforce any of the conditions of this contract thereafter. It is further understood and agreed that in event of any default by the second party, that all moneys heretofore paid on this Agreement shall become the absolute property of the first party, and said second party hereby expressly waives the right to recover same or any part thereof.

AND IT IS FURTHER AGREED by and between the said parties that this agreement shall inure to the benefits of and be binding upon the heirs, devisees, legatees, personal representatives, successors and assigns of the parties hereto.

AND IT IS FURTHER AGREED by and between the said parties that the terms "Party of the First Part" and "Party of the Second Part," shall be construed to include the plural as well as the singular whenever there is more than one party of the first part or more than one party of the second part.

THE SAID PREMISES ARE SITUATE, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL that certain parcel of land situated in the City of DuBois, County of Clearfield, State of Pennsylvania, at No. 214 East Weber Avenue, bounded and described as follows, to-wit:-

BEING the westerly part of Lot No. 164 which is situated on the south side of East Weber Avenue, being known as No. 214 East Weber Avenue, and being bounded on the north by East Weber Avenue; and on the east by the other part of the same lot, the property of S. S. Barrett and Cora Barrett, and being twenty-five (25) feet wide on East Weber Avenue, and extending southward to alley one hundred and fifty (150) feet, and being twenty-five (25) feet wide on said alley.

BEING THE SAME LAND WHICH CHARLES G. AMMERMAN, Sheriff of Clearfield County, conveyed to the St. Marys Savings & Loan Association, by Sheriff's deed dated May 3, 1954, and recorded on May 14, 1954, in Clearfield County Deed Book 329 at page 263.

All gas, electric, heating and plumbing fixtures and installations whatsoever in any buildings upon the lands herein described are included in the sale ~~except~~

In Witness Whereof, the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

ST. MARYS SAVINGS & LOAN ASSOCIATION,

By W. A. Robinson Seal
President

Accepted W. A. Bauer Secretary

W. A. Russell Seal
Chairman

W. A. Hausholden Seal
Director

Commonwealth of Pennsylvania
County of ELK.

SS.

On this, the 24th day of May A. D. 19 54, before me
a Notary Public,
personally appeared RUSSELL L. GAIRIN and SHIRLEY L. GAIRIN, Husband and Wife,
known to me (or satisfactorily proven) to be the person^s whose name^s are subscribed to the within
instrument, and acknowledged that the Y executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public - Comm Exp 12-3-58
Title of Officer

State of

County of

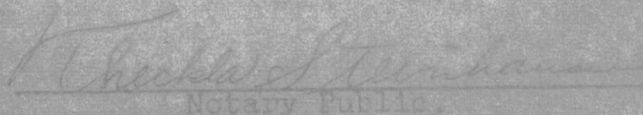
SS.

STATE OF PENNSYLVANIA,
COUNTY OF ELK.

SS:

On this, the 24th day of May, 1954, before me, a Notary
Public in and for said county and state, the undersigned officer,
personally appeared F. A. Robinson, who acknowledged
himself to be the President of St. Marys Savings & Loan
Association, a corporation, and that he as such President
being authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the corporation by
himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public.

NOTARY PUBLIC

My commission expires January 3, 1958

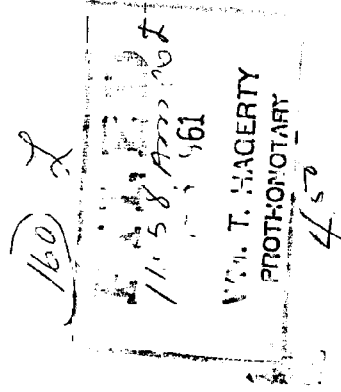
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA.
NO. 205 Nov. TERM, 1961.

ST. MARYS SAVINGS & LOAN
ASSOCIATION,
Plaintiff,

VS.

RUSSELL L. GAIRIN and SHIRLEY
L. GAIRIN, Husband and Wife,
Defendants.

AFFIDAVIT OF DEFAULT AND
CONFESSION OF JUDGMENT ON POWER
OF ATTORNEY IN EJECTMENT ON
CONTRACT OF SALE OF REAL
ESTATE.



DAN P. ARNOLD, Esq.,
Clearfield, Pa.

DRISCOLL, GREGORY & COPPOLO
ATTORNEYS AT LAW
ST. MARYS, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

ST. MARYS SAVINGS & LOAN ASSOCIATION,	:
plaintiff	:
	:
VS	:
	:
	: No. 205 November Term,
	: 1961
RUSSELL L. GAIRIN and SHIRLEY L.	:
GAIRIN, defendants	:

PETITION TO SET ASIDE JUDGMENT

The Petition of Russell L. Gairin and Shirley L. Gairin, defendants in the above action, respectfully represents:

(1). The defendants are husband and wife and at the present time reside in Mesa, Arizona.

(2). To the above term and number St. Marys Savings & Loan Association, plaintiff, filed an affidavit of default and confession of judgment on Power of Attorney in ejectment on contract of sale of real estate against the defendants.

(3). The premises in question are known as 214 E. Weber Avenue situate in the City of DuBois.

(4). It is admitted that the defendants and the plaintiff entered into an agreement of sale relative to said premises, and that attached to the confession of judgment is a true and correct copy thereof.

(5). Pursuant to the terms of the agreement, the plaintiffs made monthly payments commencing June 23, 1954 and ending November 11, 1960, and thereafter made the following payments, being interest charges, to wit: December 12, 1960 - \$35.94; February 7, 1961 - \$36.00; February 22, 1961 - \$36.06; March 24, 1961 - \$35.94. The defendants have made no other payments. In all, the defendants have paid for and on account of the contract the sum of \$5533.94 and have reduced the principal amount down to \$7187.26 - the balance being applied to interest and the payment of insurance and taxes.

(6). At or about the time the last \$70.00 payment was made the defendants had determined to leave the City of DuBois and placed the premises with a real estate agent for sale.

(7). On or about February 25, 1961 the defendants agreed to sell the premises to Mr. and Mrs. Lee Sweet for the sum of \$13,500.00 - the defendants having placed improvements thereon in an amount and of a value in excess of \$6000.00.

(8). On or about March 23, 1961 the defendants were advised for the first time that the dwelling house on the premises extended over the property line and onto an adjoining property, and for that reason the Sweets could not secure financing for the purchase of the property and would not, in fact, purchase the property because the defendants could not give the proposed purchasers clear title thereto.

(9). These matters were immediately brought to the attention of the plaintiff whose attorney advised the defendants to attempt to purchase enough from the adjoining property owner to correct the defect in title.

(10). The adjoining property owner refused to sell the necessary portion of his property required to perfect the title.

(11). Under the terms of the agreement on which judgment was confessed the plaintiff covenanted that after all payments would be made that it would give the defendants a deed of general warranty, and in view of the discovery that a portion of the dwelling house on the premises extended over the property line the plaintiff, in fact, could not give the defendants clear and marketable title, and could not live up to the terms of its bargain.

(12). From time to time the defendants have attempted to secure reimbursement from the plaintiff for their loss and the

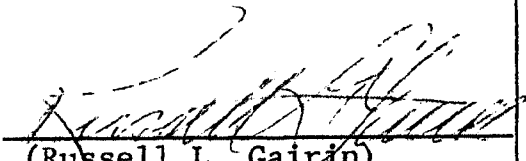
same has been denied, requiring the defendants to bring an action in the Court of Common Pleas of Clearfield County against the plaintiff to No. 595 May Term, 1961 for the purpose of assuring to the defendants in this action, as plaintiffs in the referred to action, reimbursement for their loss.


(13). The plaintiff ought not to be permitted to gain possession of the premises until such time as it has reimbursed the defendants for their losses, and ought not be permitted to employ a remedy contained in said agreement where it itself is unable to meet the terms of said agreement.

(14). It was agreed between the plaintiff in this proceeding and the defendants, through their attorney, that in view of the defective title the plaintiff would not require any further payments on the agreement until such time as the matter could be straightened out.

WHEREFORE, Russell L. Gairin and Shirley L. Gairin pray your Honorable Court to issue a rule to show cause against St. Marys Savings & Loan Association why the judgment of possession and any writ of possession issued by virtue thereof should not be stricken and set aside *or opened*.

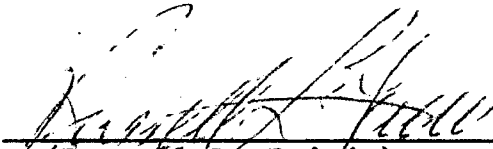
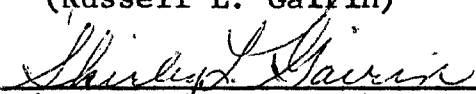
And they will ever pray.


(Russell L. Gairin)

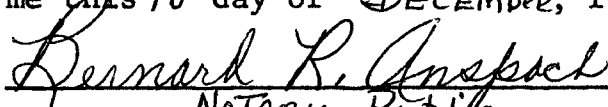

(Shirley L. Gairin)

STATE OF ARIZONA :
:SS
COUNTY OF :

RUSSELL L. GAIRIN and SHIRLEY L. GAIRIN, being duly sworn according to law, depose and say that the facts set forth in the within Petition are true and correct to the best of their information, knowledge and belief.


(Russell L. Gairin)

(Shirley L. Gairin)

Subscribed and sworn to before
me this 18TH day of DECEMBER, 1961.


NOTARY PUBLIC

My Commission Expires Nov. 16, 1964

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ST. MARYS SAVINGS & LOAN ASSOCIATION, :
plaintiff :

VS

: No. 205 November Term,
: 1961

RUSSELL L. GAIRIN and SHIRLEY L. :
GAIRIN, Defendants :

O R D E R

NOW, to wit, this 21 day of Dec, 1961, the fore-
going Petition of Russell L. Gairin and Shirley L. Gairin to set
aside a judgment of possession confessed having been read and con-
sidered, a rule is hereby issued against St. Marys Savings &
Loan Association to show cause why said judgment of possession
should not be stricken ^{or opened.} All proceedings to stay meanwhile.

Rule returnable Dec. 22, 1961

By the Court

John H. [Signature]

P.J.

Don P. Howard

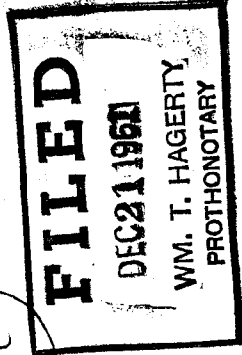
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 205 November Term, 1961

ST. MARYS SAVINGS & LOAN
ASSOCIATION

VS

RUSSELL L. GAIRIN ET AL

PETITION TO SET ASIDE
JUDGMENT



JOSEPH J. LEE
ATTORNEY-AT-LAW
CLEARFIELD, PA.

1-10-62
Service accepted
Don P. Howard