

DOCKET NO. 175

Number      Term      Year

214      November      1961

Endura Time Corporation

Versus

Boston Furniture & Supply Co. of

DuBois, Inc.

ENDURA TIME CORPORATION  
 vs.  
 BOSTON FURNITURE & SUPPLY  
 CO. OF DuBOIS, INC.  
 State of Pennsylvania,  
 County of Clearfield

In the Court of Common Pleas  
 of Clearfield County,  
 of November Term, 1961  
 No. 2141

D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendant, bearing date the 10th day of April A. D. 1961, whereby the Defendant doth promise to pay to the said Plaintiff the sum of Five Hundred One (\$501.00) Dollars, for value received, with interest from April 10, 1961 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendant, and after one or more declarations filed, to confess judgment against it and in favor of said Plaintiff for the said sum of Five Hundred One (\$501.00) Dollars with interest from April 10, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: together with all waivers as contained therein,

part of which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant to the said Plaintiff, to wit: The sum of \$ 292.25

Interest from 10-10-61  
 Atty's. Com. 29.22

SMITH, SMITH & WORK  
 BY: *W. T. Hagerty* 221.47  
 Attorney for Plaintiff

State of Pennsylvania,  
 County of Clearfield ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, Smith, Smith & Work, Attorneys, appear for the Defendant in the stated action without writ, as of November Term, 1961, and therein confess judgment against it and in favor of Endura Time Corporation, the Plaintiff, for sum of Two Hundred Ninety-two and 25/100 (\$292.25) Dollars, with interest from October 10, 1961 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon

SMITH, SMITH & WORK

BY: *W. T. Hagerty*  
 Attorney for Defendant

To William T. Hagerty, Esq.,  
 Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor

is..... 443 Park Avenue, New York 16, New York  
SMITH, SMITH & WORK  
BY: *W. H. S.* *W. H. S.*  
Attorneys for Plaintiff

Court of Common Pleas  
of Clearfield County  
November Term 1961  
No. 214

ENDURA TIME CORPORATION

vs.  
BOSTON FURNITURE & SUPPLY

CO., OR. DUBOIS, INC.,

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 292.25  
from 10-10-61  
Interest, - - -

*S/R*

Atty's Com. - 29.22

Filed

*165*  
**FILED**  
DEC-6 1961

Atty's Com.  
Fees  
Postage  
for Plaintiff

*450 Aug*

JUDGMENT PROMISSORY NOTE

\$501.00

DuBois, Pennsylvania

April 10, 1961

FOR VALUE RECEIVED, Boston Furniture & Supply Co. of DuBois, Inc. promises to pay to Endura Time Corporation, or order, Five Hundred One (\$501.00) Dollars in the following manner: Forty-one and 75/100 (\$41.75) Dollars on the 10th day of May, 1961 and a like amount on the 10th day of each month thereafter until the entire amount is paid, with interest after the maturity of any installment at the rate of six (6%) per cent per annum. In the event of the non-payment of any installment at its maturity the full outstanding balance or remaining installments at the option of the holder shall become accelerated and immediately due and payable. The maker, in the event of default, does hereby empower any attorney of any court of record of Pennsylvania or elsewhere to appear for the maker and, with or without declaration filed, confess judgment in favor of the payee, or any holder hereof, against the maker for the full outstanding balance due under the terms of this note, with interest, with costs of suit and an attorney's fee of ten (10%) per cent for collection, with release of all errors and without stay of execution, an inquisition and extension upon any levy upon real estate is hereby expressly waived and condemnation agreed to, and the exemption of all property from levy and sale upon any execution hereon is also hereby expressly waived, and no benefit or exemption is to be claimed under or by virtue of any exemption law now in force or which may be hereafter enacted.

BOSTON FURNITURE & SUPPLY CO.  
OF/DuBOIS, INC.

By Myron Rifkin  
(Myron Rifkin) President

Attest:

Ann Rifkin  
(Ann Rifkin) Secretary

(Corporate  
seal)

Praecipe for Writ of Execution - Money Judgments.

ENDURA TIME CORPORATION

VS

BOSTON FURNITURE & SUPPLY  
CO. OF DuBOIS, INC.

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

NO.

9

November

Term, 19 61

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

- (1). directed to the Sheriff of Clearfield County;
- (2). against the following property all personal property found at 203 DuBois Street, DuBois, Pennsylvania of defendant(s) and
- (3). ~~against the following property in the hands of (name) xxx garnishee~~
- (4). and index this writ
  - (a) against Boston Furniture & Supply Co. of DuBois, Inc. defendant(s) and
  - (b) ~~against \_\_\_\_\_, as garnishee, as a defendant(s) and index per desc against real property of the defendant(s) in name of garnishee as follows xxx~~

(Specifically describe property)

(If space insufficient attach extra sheets)

- |                             |           |
|-----------------------------|-----------|
| (5). Amount due             | \$ 292.25 |
| Interest from Oct. 10, 1961 | \$ 29.22  |
| Attys. Com.                 |           |
| Costs (to be added)         | \$        |

SMITH, SMITH & WORK  
BY: W.U. S.H.

Attorney for Plaintiff(s)

RECEIVED WRIT THIS \_\_\_\_\_ day  
No. *9 Nov* Term, 19<sup>th</sup>, of \_\_\_\_\_ A. D., 19\_\_\_\_\_,  
No. *9 Nov* at \_\_\_\_\_ M.  
IN THE COURT OF COMMON  
PLEAS, CLEARFIELD COUNTY,  
PENNSYLVANIA.  
Sheriff

vs.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT

Interest from - - -

Prothonotary - - -

Use Attorney - - -

Use Plaintiff - - -

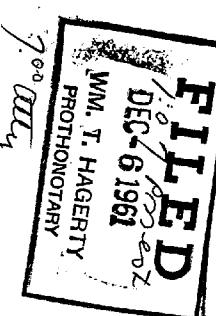
Attorney's Comm. -

Satisfaction - - -

Sheriff - - - - -

Praecipe for Writ of Execution

180



*J. Kelly*  
Attorney for Plaintiff(s)



December 7, 1961

## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Endura Time Corp 443 Park Ave New York 16, N.Y.	vs	No 214	November Term 1961	
Boston Furniture & Supply Co. of Du Bois, Pa.		No 9	November Term 1961	
RDR.	3.75		Exec Debt	\$292.25
Levy	3.75			
Service	3.75		Int Fr 10/10/61	4.38
c/s d/s	2.00			
Mileage	5.60		Attorney	14.50
Commission	<u>5.85</u>		Attorneys Comm	29.22
Total	24.70		Sheriffs Costs	<u>24.70</u>
less Comm.	<u>5.85</u>			
	<u>18.85</u>		Total	\$365.05

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.



December 7, 1961

## TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Endura Time Corp 443 Park Ave New York 16, N.Y. vs Boston Furniture & Supply Co. of Du Bois, Pa.		No 214 November Term 1961 No 9 November Term 1961		
RDR.	3.75	Exec Debt		\$292.25
Levy	3.75	Int Fr 10/10/61		4.38
Service	3.75	Attorney		14.50
c/s d/s	2.00	Attorneys Comm		29.22
Mileage	5.60	Sheriffs Costs		
Commission	<u>5.85</u>			<u>24.70</u>
Total	24.70			
		Total		\$365.05

Charles G. Ammerman SHERIFF

Please Give This Prompt Attention

Return this Bill with Remittance

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

# **SHERIFF'S LEVY**

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

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

Boston Furniture & Supply Co. Inc. Boston

Charles A. Grimes Sheriff

Sheriff's Office, Clearfield, Pa., Dec 8. 1961

Writ of Execution - Money Judgments.

Endura Time Corporation

vs.

Boston Furniture & Supply  
Co. of DuBois, Inc.

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

NO. 9 November

Term, 1961

WRIT OF EXECUTION

Commonwealth of Pennsylvania }  
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Boston Furniture & Supply  
Co. of DuBois, Inc., defendant(s);

(1) You are directed to levy upon the following property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the following property of the defendant not levied upon in the possession of \_\_\_\_\_, as garnishee,

(Specifically describe property)

and to notify the garnishee that

(a) an attachment has been issued;

(b) the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant or otherwise disposing thereof.

(3) if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 292.25

Interest from October 10, 1961 Attys. Comm. \$ 29.22

Costs (to be added) \$ 14.50

*John P. Hagerty*  
Prothonotary



By \_\_\_\_\_  
Deputy

Date December 6, 1961

Proth'y. No. 64

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

*William Charney*  
William Charney, Sheriff

RECEIVED WRIT THIS day  
of DEC 6 1961 A. D., 19  
at 2:00 P.M.  
William Charney  
Sheriff

Endura Time Corporation

443 Park Ave., New York 16, N.Y.  
vs.

Boston Furniture & Supply  
Co. of DuBois, Inc.

WRIT OF EXECUTION  
(Money Judgments)

EXECUTION DEBT	\$292.25
Interest from - - -	10.10.61
Prothonotary - - -	
Use Attorney - - -	14.50
Use Plaintiff - - -	
Attorney's Comm. - - -	29.22
Satisfaction - - -	
Sheriff - - -	
20.00 P.D.	

**FILED**

AUG 17 1972  
CHARLIE HILL  
PROTHONOTARY

Smith, Smith & Work  
Attorney(s) for Plaintiff(s)

Smith, Smith & Work  
Attorney for Plaintiff(s)

371

COPY

December 15, 1961

William U. Smith, Esquire  
Clearfield, Pennsylvania

Re: ENDURA TIME CORPORATION v. BOSTON FURNITURE  
& SUPPLY COMPANY OF DUBOIS, INC.  
Judgment: No. 214 November Term, 1961  
Execution: No. 9 November Term, 1961

Dear Bill:

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

# COPY

December 15, 1961

David E. Blakley, Esquire  
DuBois, Pennsylvania

Re: J & L Mirror Novelty Company, Inc. v. Boston Furniture  
& Supply Company of DuBois, Inc.  
Action In Assumpsit: No. 149 November Term, 1961

Dear Dave:

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