

DOCKET NO. 174

NUMBER	TERM	YEAR
255	May	1961

Armstrong Paint & Varnish Co.

VERSUS

S. M. Olmes, James . Reilly

and Chester L. Rossi, a partnership

t/a O & R Paint Distributors

In the Court of Common Pleas of Clfd County

Armstrong Paint & Varnish Co
vs

No 255 May Term 1961

S.M. Olmes, James L. Reilly
and Chester L. Rossie a
partnership trading as
O & R. Paint Dist.

Complaint In Assumpsit

(Sheriff Return)

Now, June 10, 1961 at 7:00 O'Clock P.M. served the within Complaint in Assumpsit on S.M. Olmes at place of Residence, 123 E. Washington Ave, 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, June 10, 1961 at 6:15 O'Clock P.M. served the within Complaint In Assumpsit on James L. Reilly at place of residence, 103 Chestnut St, 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, June 10, 1961 at 7:05 O'Clock P.M. served the within Complaint In Assumpsit on Chester L. Rossi at place of Residence, 951 Maple Ave Du Bois, Pa. by handing to Mrs Chester L. Rossi an adult member of the family, being the wife of Chester L. Rossi. a true and attested copy of the original Complaint In Assumpsit and made known to her the Contents thereof.

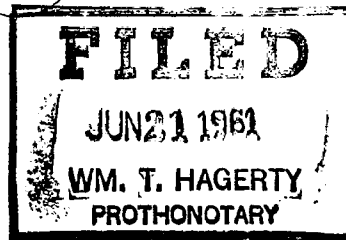
Costs Sheriff Ammerman \$31.40
(Paid by Atty Kramer)

So Answers,

Charles G. Ammerman
Charles G. Ammerman
Sheriff

Sworn to before me this 12th
day of June 1961 A.D.

Wm. T. Hagerty
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ARMSTRONG PAINT & VARNISH COMPANY

vs.

No. 255 May Term, 1961

S. M. OLMES, JAMES L. REILLY AND
CHESTER L. ROSSI, A PARTNERSHIP
TRADING AS O & R PAINT DISTRIBUTORS

COMPLAINT IN ASSUMPSIT

The plaintiff seeks to recover of the defendants upon the following facts:

1. The plaintiff is Armstrong Paint & Varnish Company, a corporation, with offices in the City of Chicago and State of Illinois.

2. The defendants are S. M. Olmes, James L. Reilly and Chester L. Rossi trading as the O & R Paint Distributors with place of business at 22 West Washington Avenue, DuBois, Pa., Clearfield County.

3. That the defendants as such partnership and as individuals did on November 6, 1959 acknowledge themselves indebted to the Armstrong Paint & Varnish Company of Chicago in the amount of \$3,392.58, a copy of which acknowledgement of indebtedness is hereto attached marked Exhibit A.

4. That the said \$3,392.58 represents merchandise purchased by the defendants, the purchase of which they admit and all of said sum is now due and owing.

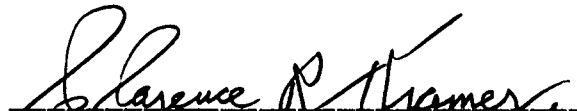
5. That against said sum of \$3,392.58 there have been the following payments:

December 8, 1959	\$50.00
February 11, 1960	\$50.00

Thereby reducing the amount now owing to \$3,292.58. Together with

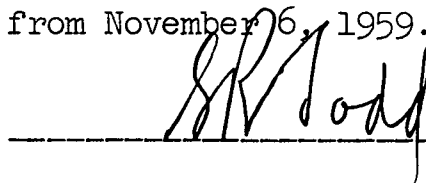
interest from November 6, 1959.

WHEREFORE, plaintiffs seek to recover from the defendant \$3,292.58 with interest from November 6, 1959.

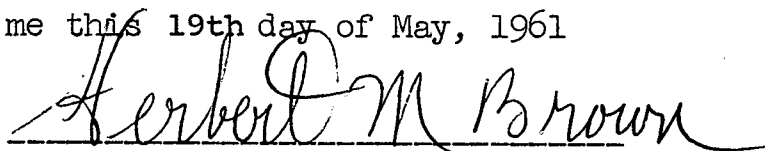

Attorney for Plaintiff

STATE OF ILLINOIS :
:
COUNTY OF COOK :

Before me, the undersigned Notary Public, H. M. Brown personally appeared S. R. Todd who being duly sworn according to law deposes and says that he is Ex. Vice President of Armstrong Paint & Varnish Company and as such is familiar with the books and records of said company; that the facts set forth in the foregoing account are true and correct and that the amount owing is \$3,392.58 with interest from November 6, 1959.



Sworn to and subscribed before me this 19th day of May, 1961



ARMSTRONG PAINT: SINCE 1884

PHONE 410

O & R PAINT DISTRIBUTORS

S. M. OLMES - J. REILLY

22 WEST WASHINGTON AVENUE
DUBOIS, PA.

November 6, 1959

To the Armstrong Paint and Varnish Co, Chicago, Illinois.
The O&R Paint Distributors consisting to the present three partners of S.M. Olmes, J. Reilly and Chester Rossi, do here by agree to pay a sum of \$50 per month beginning December 1, 1959 to April 1, 1960. On April 1, 1960 and every month thereafter a sum of \$ 150 per month is to be paid until the entire obligation of \$3398.⁵⁸ is paid in full. If the O& R Paint Distributors wish to increase their monthly payments it is understood that it is their privilege to do so, until the entire amount is paid. Signatures of the partners are as follows

S. M. Olmes
James J. Reilly
Chester L. Rossi

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
No. 25, May Term, 1961

ARMSTRONG PAINT & VARNISH
COMPANY

vs.

S. M. OIMES, JAMES L. REILLY
and CHESTER L. ROSSI, a partnership trading as O & R
PAINT DISTRIBUTORS

COMPLAINT IN ASSUMPSIT

TO THE WITHIN NAMED DEFENDANT:

You are hereby notified to plead to the enclosed Complaint within twenty (20) days from the date of service hereof.

CLARENCE R. KRAMER, ESQ.,
Attorney for Plaintiff

By *Clarence R. Kramer*

