

DOCKET NO. 174

NUMBER TERM YEAR

255 May 1961

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Armstrong Paint & Varnish Co.

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VERSUS

S. M. Olmes, James Reilly

and Chester L. Rossi, a partnership

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t/a O & R Paint Distributors

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In the Court of Common Pleas of Clfd County

Armstrong Paint & Varnish Co  
vs

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

No 255 May Term 1961

Complaint In Assumpsit

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(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.

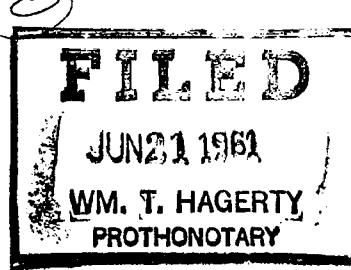
Costs Sheriff Ammerman \$31,40  
(Paid by Atty Kramer)

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 here-to 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.

Clarence R. Thomas  
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.

S. R. Todd

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

Herbert M. Brown

ARMSTRONG PAINT: SINCE 1854

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 begining 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 \$3392.<sup>58</sup> 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 P. Reilly  
Chester L. Rossi

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
No. 252, May Term, 1961

ARMSTRONG PAINT & VARNISH  
COMPANY

vs.

S. M. OLMES, 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*

