

DOCKET NO. 174

Number	Term	Year
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299	September	1961
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Capital Finance Corporation

Versus

James A. Reilly

Esther Reilly

Paul Rehendant
No. 299 Sept. Term, 1961

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

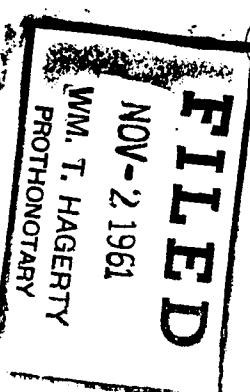
CAPITAL FINANCE CORPORATION

vs

JAMES A. REILLY and
ESTHER REILLY.

Now Nov. 2, 1961

ANSWER TO PETITION TO
STRIKE OFF JUDGMENT WITH
STAY OF PROCEEDINGS



LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL FINANCE CORPORATION :

vs

No. 299 September Term, 1961

JAMES A. REILLY and
ESTHER REILLY

*** ***

*

ANSWER TO PETITION TO STRIKE OFF JUDGMENT,
WITH STAY OF PROCEEDINGS

NOW comes the plaintiff, Capital Finance Corporation, and makes this answer to defendants' petition.

(1). Paragraph No. 1 is admitted.

(2). Paragraph No. 2 is admitted.

(3). Paragraph No. 3 is admitted.

(4). Paragraph No. 4 is admitted.

(5). Paragraph No. 5 is admitted insofar as the age of the defendant on October 22, 1954. However, plaintiff alleges that defendant did fail to disclose this fact to plaintiff at the execution of the note which is the subject of this action, and that defendant did become of full age on February 11, 1956 and did at no time thereafter disaffirm his agreement to repay, nor tender back the consideration received for said note or the goods purchased with said consideration and that the same is therefore due and owing to the plaintiff. And further that the money received from the plaintiff at the execution of the note was used for necessaries by the defendant.

(6). It is admitted that in the application for marriage license Esther Mae Dull stated she was born May 5, 1934. However plaintiff alleges that on October 22, 1954, defendant Esther Mae Reilly did state that she was of the age of twenty-one years. Plaintiff also avers that at no time after the

defendant arrived at the age of twenty-one years did she disaffirm her contract and tender back the money received therefrom or the goods purchased thereby. And further that the money received from the plaintiff at the execution of the note was used for necessaries by the defendant.

WHEREFORE, plaintiff prays your Honorable Court to dismiss the rule granted upon the plaintiff under date of October 23, 1961.

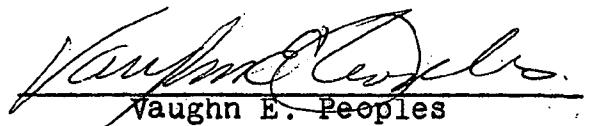
AMMERMAN & BLAKLEY

BY


Attorneys for Plaintiff

STATE OF PENNSYLVANIA : : SS
COUNTY OF CLEARFIELD : :

Before me, the undersigned officer, personally appeared VAUGHN E. PEOPLES, manager of the DuBois office of the Capital Finance Corporation, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer to Petition to Strike off Judgment are true and correct to the best of his knowledge, information and belief.


Vaughn E. Peoples

Sworn to and subscribed
before me this 27th day of
October, 1961.

Mrs. Della W. Egan

MRS. DELLA W. EGAN, Notary Public
DU BOIS, CLEARFIELD CO., PA.
My Commission expires Sept. 30, 1962



14/355

October 16. 1961

TO SHERIFF OF CLEARFIELD COUNTY, DR.

PLAINTIFF	DEFENDANT	NO.	TERM	AMOUNT
Capital Finance Corp vs			No 299 Sept Term 1961	
James A. Reilly Esther Reilly 103 Chestnut Street, Du Bois, Pa.			No 15 Sept Term 1961	
RDR. levy Service c/s d/s Mileage Comm	3.75 3.75 3.75 2.00 5.00 11.20 8.14		Exec Debt Int Fr 6/26/56 Attorney Sheriffs Costs	406.95 128.10 14.50 26.99
Total	26.99 <u>32.59</u>		Total	426.54 <u>582.14</u>

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.

LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

AMMERMAN
DAVID E. BLAKLEY
DAVID S. AMMERMAN

218 DuBois Deposit
National Bank Building
Telephone 371-2730

November 21, 1961

Charles G. Ammerman, Sheriff,
Clearfield County Courthouse,
Clearfield, Penna.

Re: Capital Finance Corp
vs: James A. Reilly and Esther Reilly
299 Sept. Term, 1961

Dear Sheriff Ammerman:

Enclosed find our check for \$12.59 which
represents the balance due on the costs in the above.
We have already advanced \$20.00 and the total costs were
\$32.59. Will you please return this writ as satisfied.

Very truly yours,



DEB:de
Enc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL FINANCE CORPORATION

-vs-

JAMES A. REILLY and
ESTHER REILLY

: No. 299 September Term, 1961

:
:
:

ORDER OF COURT

AND NOW, to wit, this 23rd day of October, 1961, upon consideration of the foregoing Petition, a rule is hereby granted upon Capital Finance Corporation to show cause why the judgment heretofore entered in this cause against the Petitioner and the Warrants of Attorney under which said judgment was confessed should not be stricken off; all proceedings in the meanwhile against Petitioner to stay. Returnable sec. leg.

BY THE COURT

John J. Rantz
President Judge

LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

DAVID E. BLAKLEY
DAVID S. AMMERMAN

218 DuBois Deposit
National Bank Building
Telephone 371-2730

October 16, 1961

Charles G. Ammerman, Sheriff,
Court House,
Clearfield, Penna.

Dear Sir:

Enclosed find our check for \$20.00
to cover advance costs in writ of execution, Capital
Finance Corporation vs Reilly.

Very truly yours,

David E. Blakley

DEB:de

Enc.

LAW OFFICES
AMMERMAN & BLAKLEY
DUBOIS, PENNA.

DAVID E. BLAKLEY
DAVID S. AMMERMAN

218 DuBois Deposit
National Bank Building
Telephone 371-2730

October 13, 1961

Charles Ammerman, Sheriff
Clearfield Courthouse
Clearfield, Pennsylvania

In re: Capital Finance Corporation vs. James
A. Reilly and Esther Reilly

Dear Sir:

You will shortly be receiving a writ of execution in regard to the above. The debtor resides on Third Street, in the Second Ward in the City of DuBois. The only asset he has and the asset upon which we wish to levy is a 1960 Chevrolet car.

He works out of the county and gets home around four-thirty each day. When you get the writ and are ready to make the levy, would it be possible for you to go to the office of the Capital Finance Corporation at 10 East Long Avenue and get Mr. Peoples, the Manager, at about four-thirty in the afternoon, and he could take you to the defendant's house and point out the car to be levied upon.

You could then store the car in the DuBois Garage, which is a storage garage, and Capital Finance will take care of the storage charges.

Very truly yours,



DEB/bc

Writ of Execution - Money Judgments.

Capital Finance Corporation
DuBois, Pa.

vs.
James A. Reilly & Esther Reilly

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

NO. 15 September

Term, 19 61

WRIT OF EXECUTION

Commonwealth of Pennsylvania }
County of Clearfield } SS:

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against James A. Reilly and
Esther Reilly, 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 \$ 406.95

Interest from June 26, 1956 \$ 128.10

Costs (to be added) Attorneys \$ 14.50

Wm. T. Magarity
Prothonotary



By _____
Deputy

Date October 14, 1961

Proth'y. No. 64

RECEIVED WRIT THIS ~~the~~ day
of ~~October~~ A. D. 19~~61~~
at ~~11:30~~ M.
Charles L. Gammie
Sheriff

No. 299 September Term, 1961
No. 15 September Term, 1961
IN THE COURT OF COMMON
PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA.

Capital Finance Corporation

DuBois, Pa.

vs.

James A. Reilly
Esther Reilly
103 Chestnut St., DuBois, Pa.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT 6/26/56	\$406.95
Interest from - - -	128.10
Prothonotary - - -	
Use Attorney - - -	14.50
Use Plaintiff - - -	
Attorney's Comm. - - -	
Satisfaction - - -	
Sheriff - - -	
	\$20.00 Due

Ammerman & Blakley
Attorney for Plaintiff(s)

Now this 2nd day of Nov. 1961 - You are hereby directed to return
The under sum as stip'd.

Ward Blakley

Atty for Plaintiff

Now, November 22, 1961 by direction of
Ward Blakley Atty for Plaintiff I
hereby return the sum satisfied
All cost paid

Charles L. Gammie
Sheriff

Ammerman & Blakley
Attorney (s) for Plaintiff (s)

X		NAME AND ADDRESS Reilly, James A. and Esther 103 Chestnut St. DuBois, Penna.	PHONE: 2333 W
LOAN NUMBER 1-12352		DATE WILL PAY 22nd.	
PRINCIPAL AND INTEREST PAYABLE IN 24 Nov. 22 54		PAYMENTS (EXCEPT FINAL)* \$ 25.00 30.	
CONSECUTIVE MONTHLY INSTALLMENTS BEGINNING INTEREST 3 - 2 - 1		FREQUENCY 3	
CODE 62		DATE OF NOTE Oct. 22, 1954	SIZE CODE B
AMOUNT OF LOAN \$ 454.65		FINAL PAYMENT DUE Oct. 22, 1956	

* The last payment shall include any unpaid principal balance and interest accrued on the date due. All unpaid principal in default shall bear interest stated below until loan is fully paid.

The undersigned jointly and severally promise to pay to the order of the above named payee at its above address, the aforesigned Amount of Loan on the terms and conditions herein set out, with agreed interest on the Amount of Loan of 3% per month on any unpaid principal balance of \$150 or less, 2% per month on any such balance in excess of \$150 but not in excess of \$300 and 1% per month on any remainder of unpaid principal balance of loan; except that after 24 month from Date of Note, the rate shall be 6% per annum. Payment may be made in advance in any amount at any time but from any payment made, the proceeds shall be applied first to all interest in full to the date of payment, at the agreed rate. Failure to pay any installment when due shall cause the entire unpaid principal balance with accrued interest to become immediately due and payable at the option of the holder, without notice.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety, or other party, hereby jointly and severally waive presentment, notice of dishonor and protest and diligence in bringing suit against any such party, and agree that discharge or release of any such party shall not discharge any other party, and that any time of payment may be extended, or the holder's right to enforce this note postponed, at any time without notice and without discharging any such party, and further, jointly and severally authorize irrevocably any attorney of any court of record of Pennsylvania or elsewhere, or the Prothonotary or Clerk thereof, at any time, whether there is default or not, to appear for them, or any of them, and waive the issuing and service of process and confess judgment against them, or any of them, in favor of the holder hereof for the total amount, including interest, unpaid on this note, and for costs of suit, with or without declaration, waive and release all errors, stays of execution, exemptions, inquisitions, appraisements, voluntarily condemn real estate, and authorize the Prothonotary, or Clerk, to enter upon the f. fa. the voluntary condemnation, and agree that the estate, or estates, may be sold on a f. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's, office. Further, all such parties themselves hereby jointly and severally waive all stays of execution, exemptions, inquisitions, appraisements, and voluntarily condemn their, or his, estates and authorize the Prothonotary, or Clerk, to enter upon the f. fa. their, or his, voluntary condemnation and agree that their, or his, estates may be sold on a f. fa. and that judgment may be entered against them, or any of them, by filing a true copy of this note in the Prothonotary's, or the Clerk's office; and waive all right of appeal.

All parties to this note, whether maker, co-maker, endorser, guarantor, surety or other party hereby jointly and severally authorize any such party to act as the agent of all or any of them, and the acts of any such party in all dealings with the holder relating to this note are hereby ratified and confirmed and notice is hereby waived.

Witness our hands and seals; we intend to be legally bound on this note.

Witnessed:

A. H. Sweeney
A. P. Sweeney

Mrs. Esther Reilly (SEAL)
James A. Reilly (SEAL)

(SEAL)

(SEAL)

NOTE
CAPITAL FINANCE CORPORATION
PAYEE

10 East Long Ave.

Dubois, PENNSYLVANIA

CAPITAL FINANCE CORPORATION

vs.

JAMES A. REILLY and

ESTHER REILLY

State of Pennsylvania,

County of CLEARFIELD

In the Court of Common Pleas

of CLEAREFIELD County,

of Term, 19 61

No.

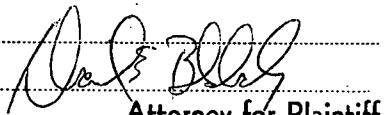
B. S. B.

ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand S and seal S of the Defendant S, bearing date the 22nd day of October A. D. 19 54, whereby the Defendants doth promise to pay to the said Plaintiff the sum of Four Hundred Six and 95/100 (\$406.95) Dollars, for value received, with interest from June 26, 1956 which single bill contains a Warrant of Attorney, authorizing any attorney of any Court of Records of Pennsylvania, or elsewhere, to appear for said Defendants, and after one or more declarations filed, to confess judgment against them and in favor of said Plaintiff for the said sum of Four Hundred Six and 95/100 (\$406.95) Dollars with interest from June 26, 1956 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon:

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendants to the said Plaintiff, to wit: The sum of \$ 406.95

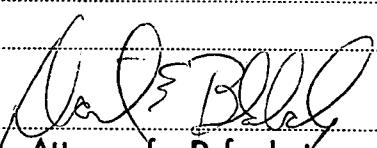
Interest from June 26, 1956


Attorney for Plaintiff

State of Pennsylvania,
County of CLEARFIELD

ss.

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, James A. Reilly and Esther Reilly the Defendant S in the stated action without writ, as of Term, 19 61, and therein confess judgment against them and in favor of Capital Finance Corporation the Plaintiff, for sum of Four Hundred Six and 95/100 (\$406.95) Dollars, with interest from June 26, 1956 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon


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 10 East Long Avenue, DuBois, Penn.

Dale S. Bally
Atorneys for Plaintiff

Court of Common Pleas
of Clearfield County
Sept. Term 19 61
No. 299

CAPITAL FINANCE CORPORATION

vs.

JAMES A. REILLY and

ESTHER REILLY

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$ 406.95
Interest, - - - 128.10
Atty's Com. - - - 555.05

Filed

5/17. *RHS/2*
Prothonotary

Ammerman and BRECKENRIDGE
Attorneys for Plaintiff

FILED

5/17/61

450

WM. T. HAGERTY
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL FINANCE
CORPORATION

: No. 15, Sept Term, 1961

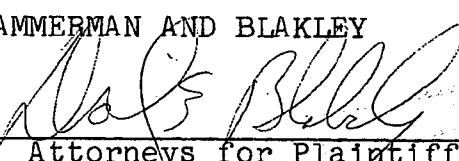
versus

JAMES A. REILLY and
ESTHER REILLY

TO: WILLIAM HAGERTY, PROTHONOTARY

SIR: Issue Writ of Execution in the above

AMMERMAN AND BLAKLEY

By 

Attorneys for Plaintiff

15 Sept 1961

RECEIVED IN THE CLERK'S OFFICE, U.S. DISTRICT COURT

FILED

167

Sept 14 1961

WM. T. HAGERTY
PROTHONOTARY

Frank Binkley

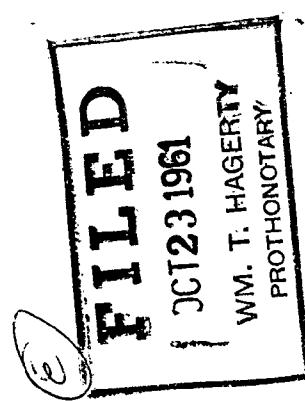
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENN.
SYLVANIA, No. 299 September
Term, 1961

CAPITAL FINANCE
CORPORATION

-vs-

JAMES A. REILLY and
ESTHER REILLY

PETITION TO STRIKE OFF
JUDGMENT, WITH STAY OF
PROCEEDINGS



BELL, SILBERBLATT & SWOOPER
ATTORNEYS AT LAW
CLEARFIELD TRUST CO. BLDG.
CLEARFIELD, PENNA.

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

Deece Ocepther behalf of Plaintiff
N. B. Binkley

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL FINANCE CORPORATION :

-vs- : No. 299 September Term, 1961

JAMES A. REILLY and
ESTHER REILLY :

PETITION TO STRIKE OFF JUDGMENT,
WITH STAY OF PROCEEDINGS

TO THE HONORABLE JOHN J. PENTZ, PRESIDENT JUDGE OF SAID COURT:

The Petition of James A. Reilly, one of the Defendants herein, respectfully represents:

(1). On October 22, 1954, James A. Reilly did execute, together with his then wife, Esther Reilly, a note in the amount of \$454.65 to the above term and number.

(2). The said James A. Reilly, also known as James Anthony Reilly, did file an action in divorce against Esther Mae Reilly in the Court of Common Pleas of Clearfield County, Pennsylvania, to No. 513 May Term, 1958, and was granted a divorce by your Honorable Court on December 3, 1958.

(3). On October 14, 1961, the above mentioned note was filed with the Prothonotary of Clearfield County, Pennsylvania, together with a confession of judgment containing a Warrant of Attorney, and the Plaintiff issued a writ of execution which was filed with the Prothonotary of Clearfield County, Pennsylvania, on October 14, 1961.

(4). The said writ of execution was delivered to the Sheriff of Clearfield County, Pennsylvania, who, on October 18, 1961, made a levy on a certain automobile owned by your Petitioner herein.

(5). According to the information contained in the application for marriage license #45847, recorded in Clearfield

County, Pennsylvania, in Volume 70, page 374, your Petitioner was born February 12, 1935, making him a minor on October 22, 1954, the date of the execution of the above mentioned note.

(6). In the same application for marriage license, Esther Mae Dull, later known as Esther Mae Reilly, was born May 5, 1934, making her a minor on October 22, 1954, the date of the execution of the above mentioned note.

WHEREFORE, your Petitioner prays your Honorable Court to grant a rule on Capital Finance Corporation, Plaintiff herein, to show cause why the judgment heretofore entered in this cause against the Petitioner and Warrants of Attorney under which said judgment was confessed, should not be stricken off, all proceedings in the meanwhile against the Petitioner, including the action by the Sheriff of Clearfield County, Pennsylvania, in levying on the personal property of your Petitioner, to stay.

And your Petitioner will ever pray.

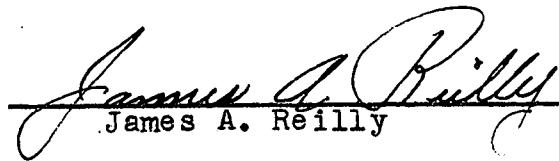
BELL, SILBERBLATT & SWOOP
By



Attorneys for Petitioner

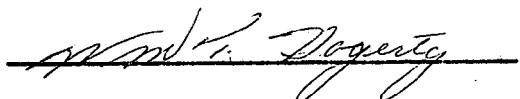
STATE OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Before me, the undersigned officer, personally appeared JAMES A. REILLY, who, being duly sworn according to law, deposes and states that the facts set forth in the foregoing Petition to Strike off Judgment are true and correct to the best of his knowledge, information and belief.



James A. Reilly

Sworn to and subscribed
before me this 21st day
of October, 1961.



Wm. V. Dugay

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1962

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CAPITAL FINANCE CORPORATION :

-vs-

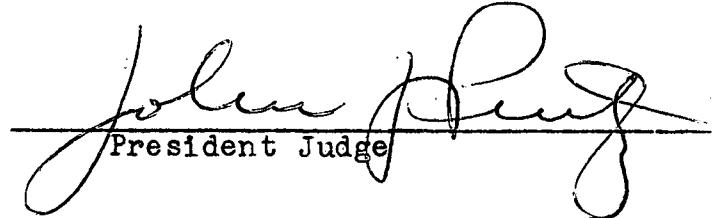
: No. 299 September Term, 1961

JAMES A. REILLY and
ESTHER REILLY :

ORDER OF COURT

AND NOW, to wit, this 23rd day of October, 1961, upon consideration of the foregoing Petition, a rule is hereby granted upon Capital Finance Corporation to show cause why the judgment heretofore entered in this cause against the Petitioner and the Warrants of Attorney under which said judgment was confessed should not be stricken off; all proceedings in the meanwhile against Petitioner to stay. Returnable sec. leg.

BY THE COURT



President Judge