

DOCKET NO. 173

NUMBER	TERM	YEAR
320	February	1961

Endura Time Corporation, a corp.

**VERSUS**

Boston Furniture & Supply Co.,

a corporation

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENDURA TIME CORPORATION :

VS

: No. 320 February Term, 1961

BOSTON FURNITURE & SUPPLY  
COMPANY OF DUBOIS, INC.

: In Assumpsit

PRAECIPE FOR DISCONTINUANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY

SIR:

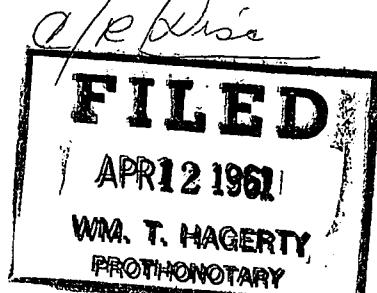
Mark the records satisfied and discontinued in the above  
action upon payment of costs.

SMITH, SMITH & WORK

BY

W. U. Smith  
Attys. for Plaintiff

Dated: April 12, 1961



*Z00 Jd.*

In the Court Of Common Pleas Of Clearfield County, Penna.

Endura Time Corporation

vs

Boston Furniture & Supply Co.

No 320 Feb Term 1961

Complaint In Assumpsit

Now, March 24, 1961, at 11:00 O'Clock A.M. served the within Complaint In Assumpsit on Boston Furniture & Supply Co, 203 Du Bois, St<sup>a</sup>, Du Bois, Pa. by handing to Mrs Wiegelman Bookkeeper for Boston Furn & Supply Co. a true and attested copy of the Original and made known to her the contents thereof.

Costs Sheriff Ammerman \$ 17.20  
(Paid by Attys S.S.W.)

So Answers,  
*Charles A. Ammerman*  
Charles G. Ammerman,  
Sheriff.

Sworn to before me this 24th  
day of March A.D. 1961.

day of March A.D. 1961.  
John J. Haggerty  
Prothonotary.



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

NO. 320 filed TERM, 1961

ASSUMPSIT

ENDURA TIME CORPORATION,  
a corporation

vs.

BOSTON FURNITURE & SUPPLY  
CO. a corporation

COMPLAINT

TO THE WITHIN DEFENDANT:

You are hereby required to  
file an Answer to the within  
Complaint within twenty days  
from the service hereof.

SMITH, SMITH & WORK

BY W. H. Smith  
Attorneys for Plaintiff

*Copy sent to [unclear]*  
*4/20/61*  
SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ENDURA TIME CORPORATION	:	
a corporation	:	
-vs-	:	NO. February TERM, 1961
BOSTON FURNITURE & SUPPLY CO.	:	ASSUMPSIT
OF DUBOIS, INC.	:	
a corporation	:	

C O M P L A I N T

(1). The plaintiff herein is a corporation organized and existing under the laws of the State of New York, with an office and place of business at 443 Park Avenue, New York 16, N. Y., where it is engaged in the business of selling Endura-Conquest Watches and Endura-Bayard Clocks.

(2). The defendant is a corporation organized and existing under the laws of the State of Pennsylvania, with place of business at 203 DuBois Street, DuBois, Clearfield County, Pennsylvania, and is engaged in operating a retail furniture store and also sells other merchandise.

(3). The plaintiff herein at the special instance and request of the defendant herein sold to the defendant certain goods and merchandise, as outlined on Exhibit "A" hereto attached, and made an integral part hereof, of the value of \$800.80. The dates when said sales were made and the prices charged therefor are as set forth on Exhibit "A" hereto attached and made an integral part hereof.

(4). The prices charged for said merchandise as set forth on Exhibit "A", hereto attached, are just and reasonable and are the prices which the defendant agreed to pay therefor.

(5). The merchandise sold by the plaintiff to the defendant was duly delivered to the defendant and it has retained the same or has sold or used the same, and after repeated de-

mands for payment, the defendant has paid only \$30.00 on account and plaintiff has accepted the return of merchandise of the value of \$125.45, and while admitting the balance due, the defendant has refused to pay the same.

(6). The plaintiff avers that the defendant is not entitled to any offsets, credits or other deductions from said obligation, and the whole amount remains due and unpaid, with interest on the component parts thereof from the due dates, except as credits are set forth in the preceding paragraph hereof.

(7). The defendant in recognition of its obligation issued a promissory note to the plaintiff, a true and correct copy of which is hereto attached, marked Exhibit "B" and made an integral part hereof. Said note was duly presented for payment, but payment was refused and there is a protest fee of \$3.70 charged on account of said protest, which the plaintiff had to pay.

WHEREFORE, plaintiff brings this action to recover from the defendant the sum of \$701.05, with interest on the component parts thereof from the due dates, with costs of suit.

SMITH, SMITH & WORK

BY 

Attorneys for Plaintiff

STATE OF NEW YORK :  
COUNTY OF NEW YORK : SS:

A. Ronus being duly sworn according to law, deposes and says that he is Treasurer of Endura Time Corporation, a corporation, and as such he is authorized to make this affidavit; further that the facts set out in the foregoing Complaint are true and correct.

Subscribed and sworn to  
before me this 14<sup>th</sup> day of  
March 1961



IRVING L. SCHUHMAN  
NOTARY PUBLIC, State of New York  
No. 41-8854700  
Certificate filed in Queens County  
Commission Expires March 30, 1962

## EXHIBIT "A"

1097/50	24pcs. - Mens waterproof watch with exp. band	@ 5.85	140.40
1488/63	12pcs. - Girls, Round yellow watch	5.30	63.60
1385/50	12pcs. - Mens Wafer, raised dial watch	6.70	80.40
1043/52	12pcs. - Mens Automatic, exp. band	9.00	108.00
3416/24	6pcs. - Ladies water resistant, exp. band	5.85	35.10
1528/69	12pcs. - Mens chrome calendar watch	5.40	64.80
1501/25	12pcs. - Ladies yellow, 3-Dimensional watch	6.45	77.40
1545/25	12pcs. - Ladies, Kestone shaped, 6x8 watch	7.45	89.40
201/40	6pcs. - 17 Jewel 6x8 round yellow, exp. band	10.25	61.50
204/40	6pcs. - 17 Jewel 6x8 white, exp. band	10.25	61.50
1550	1pc. - Ladies, 6x8, Oval mesh bracelet	10.35	10.35
1469	2pcs. - Mexican Link Bracelet watch	10.00	20.00
1550	1pc. - Lds, 6x8, Oval mesh bracelet watch	11.00	11.00
2137	6pcs. - Large round alarm clock	2.40	14.40
2039	6pcs. - Rectangular alarm clock	2.40	14.40
	Postage & Insurance		.55

**\$852.80**

EXHIBIT "B"

September 16, 1960

On February 10, 1961, after date we promise to pay to the order of ENDURA TIME CORPORATION, Eight Hundred Twenty-one and twenty-five hundredths Dollars, plus interest computed at the rate of six per cent per annum from January 14, 1961, PAYABLE AT DuBois Deposit National Bank, DuBois, Pa.

BOSTON FURNITURE AND SUPPLY CO. of DuBois, Inc.

Value received

/s/ Melvin J. Baron, Pres.

Due 2-10-61