

DOCKET NO. 175

Number      Term      Year

369      November      1961

County National Bank at Clearfield

Versus

Preston Rishel

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK AT CLEARFIELD, : No. 369 November Term, 1961  
PENNSYLVANIA :  
VS. :  
PRESTON C. RISHEL :  
:

ANSWER TO PETITION

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

Now comes the County National Bank at Clearfield, Pennsylvania, and answers the Petition filed to the above term and number and respectfully sets forth as follows:

(1). The averments contained in Paragraph 1 are admitted, but in further answer thereto is averred that the said note was taken by the The County National Bank in good faith and for valuable consideration, and that the said The County National Bank was aware of no defects therein.

(2). It is admitted that the note is payable to Preston C. Rishel, and was endorsed by him to the The County National Bank at Clearfield, and in further answer thereto it is averred that said note was taken in good faith and for valuable consideration and that the The County National Bank had no notice that the signature thereon was other than genuine.

(3). After reasonable investigation the respondent is without sufficient information to form a belief as to the truth or falsity of the averment contained in Paragraph 3, and the same is herein denied and strict proof demanded thereof. It is averred however, that the facts as set forth therein are in direct conflict with the facts as set forth in Paragraph 4 therein.

(4). The Averments contained in Paragraph 4 are denied and on the contrary it is averred that the said Roy I. Fulton took the note to the Petitioner's home solely for the purpose of discussing the same with him, and that the said Roy I. Fulton was informed by Petitioner that the signature was a forgery and that

at no time did the said Roy I. Fulton state to your Petitioner that he knew the Petitioner's signature was a forgery.

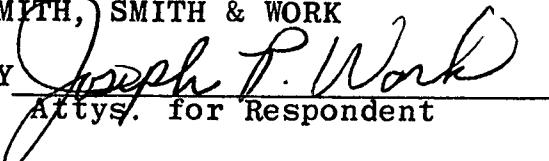
(5). The averments contained in Paragraph 5 are admitted.

WHEREFORE, your respondent sets forth that the said note was taken for good and valuable consideration and in good faith, and that the respondent had no notice of any defect therein, and therefore, requests your Honorable Court to require strict proof of all averments as set forth in the said Petition, and that if the Petitioner is unable to do so your Honorable Court is requested to discharge the rule.

THE COUNTY NATIONAL BANK

BY   
H.M. McGarvey  
President

SMITH, SMITH & WORK

BY   
Joseph P. Work  
Attys. for Respondent

STATE OF PENNSYLVANIA : SS.  
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared H. M. McGarvey, who being duly sworn according to law, does depose and say that he is the President of the The County National Bank at Clearfield, and as such is authorized to execute this affidavit on its behalf, and he does further depose and say that the facts as set forth in the within Answer are true and correct to the best of his knowledge, information and belief.



Sworn to and subscribed  
before me this 27th day

of February, 1962.  
Winifred C. Caldwell

NOTARY PUBLIC  
My Commission Expires January 7, 1963  
Clearfield, Pa. Clearfield County

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSY-  
LVANIA

COUNTY NATIONAL BANK AT  
CLEARFIELD, PENNSYLVANIA

VS.

PRESTON C. RISHEL

ANSWER TO PETITION

1962  
CARL E. SMITH  
F. C. SMITH  
CLEARFIELD, PA.

SMITH, SMITH & WORK  
ATTORNEYS-AT-LAW  
CLEARFIELD, PA.

Now March 5 1962 severa asayled by copy  
Bill submitted to  
atty of Richels

STATE OF PENNSYLVANIA:

COUNTY OF CLEARFIELD :

PRESTON RISHEL, of the Borough of Clearfield, County of Clearfield, State of Pennsylvania, residing at 427 West Pine Street, being duly sworn deposes and says that a certain note dated July 20, 1961, in favor of PRESTON RISHEL, for the sum of \$1,500, and purporting to be signed by Ashley Rishel and Lillian Rishel and endorsed by Preston Rishel and to be paid at the The County National Bank at Clearfield at its principal office on the 20th. day of Jan., 1962, was not endorsed or signed by the affiant, and the signatures on said note is forgery.

Affiant further states that he did not authorize the issuance of said note or the endorsement of his signature thereon, and that he hereby avers to the best of his knowledge, information and belief that the said note was issued by Ashley L. Rishel who resides in the Borough of Clearfield, County of Clearfield, State of Pennsylvania, and further that the affiant received no benefit or value nor was intended to receive any from the profits of said note, and that no part thereof was applied to any use or purpose in the affiants behalf.

Affiant further deposes and says that he, the affiant, will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, officer, or person in any case now pending or that may hereafter be stated in connection with the matter contained in this affidavit.

Preston C Rishel  
(Preston Rishel)

Sworn to and subscribed  
before me this 23 day  
of February , 1962.

Carl E. Walter

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1966

STATE OF PENNSYLVANIA:

COUNTY OF CLEARFIELD:

PRESSTON RISHER, of the Borough of Clearfield,

County of Clearfield, State of Pennsylvania, residing at 42A

West Pine Street, being duly sworn deposes and says that a certain

note dated July 20, 1961, in favor of PRESSTON RISHER, for the

sum of \$1,200, and thereon owing to be signed by Asst. Pres. Risner and

Lillian Risner and endorsed by Presston Risner and to be said

note the County National Bank at Clearfield at its principal

office on the 20th day of July, 1962, was not endorsed or signed

by the affiant, and the signature on said note is forged.

Affiant further states that he did not author-

ize the issuance of said note or the endorsement of his

signature thereon, and that he never to the best of

his knowledge, information and belief that the said note was

issued by Asst. Pres. L. Risner who resides in the Borough of Clear-

field, County of Clearfield, State of Pennsylvania, and further

that the affiant received no benefit or value nor was it intended

to receive any from the parties of said note, and that no part

thereof was applied to any use or purpose in the issuance of said

Affiant further deposes and says that he, the

affiant, will testify, deposite, depose, or certify to the truth

of any or all of the foregoing before any competent tribunal

officer, or person in any case now pending or that may hereafter

arise in connection with the matter contained in this affidavit.

Presston Risner



shown to and subscribed  
before me this 3rd day  
of February, 1962.

PROTHONOTARY  
WPA Commissioned  
February 1962

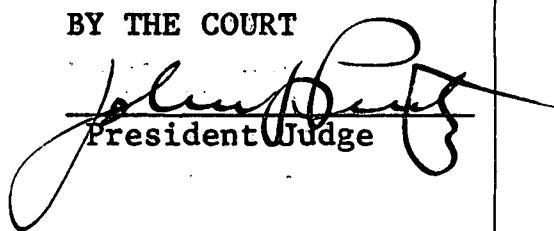
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.

COUNTY NATIONAL BANK AT :  
CLEARFIELD :  
VS : No. 369 November Term 1961  
: :  
PRESTON C. RISHEL :  
:

O R D E R

NOW, March 6, 1962, petition to open being presented and testimony heard; and it appearing that the signature of Preston C. Rishel on said note is a forgery, is thereupon, on motion, stricken off.

BY THE COURT

  
John B. Rishel  
President Judge

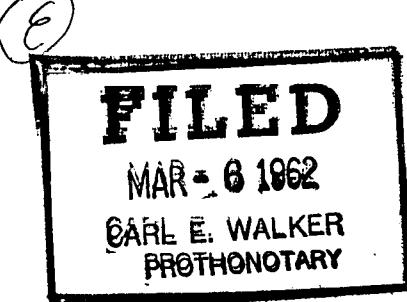
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 369 November Term 1961

COUNTY NATIONAL BANK AT  
CLEARFIELD

VS

PRESTON C. RISHEL

ORDER



JOHN J. PENTZ  
PRESIDENT JUDGE  
CLEARFIELD, PENNSYLVANIA

Clearfield, Pa., Jul. 20 1961 19 No. 5009

Six months after date we or either of us promise to pay to

Preston C. Rishel or his assigns \$ 1500.00

Fifteen Hundred.....  
100.....  
Dollars

WITH INTEREST

at THE COUNTY NATIONAL BANK AT CLEARFIELD, PA.

without defalcation, value received, hereby expressly waiving inquisition, stay of execution and the benefits of all exemption laws, and we further empower the holder or any Attorney of any Court of Record within the United States to appear for U.S. and confess judgment against \_\_\_\_\_ for the above sum with above waivers, costs of suite, release of errors and with ten per cent Attorney's Commission.

137 Beech Road

ADDRESS

St. Marys, Pa.

/s/ Ashley L. Rishel

 DUE

/s/ Lillian R. Rishel



N-7

C O P Y

For value received I assign the within note to  
THE COUNTY NATIONAL BANK AT  
CLEARFIELD. PA. and guarantee the payment of same at maturity, hereby waiving  
protest and notice of non-payment. And further  
empower the holder or any attorney of any Court of Record to confess judgment at any time against me jointly and severally for the sum named in this note, together with ten per cent  
Attorney's Commission, hereby waiving inquisition and the benefits  
of all exemption laws.

/s/ Preston C. Rishel [SEAL]

\_\_\_\_\_  
[SEAL]

THE COUNTY NATIONAL BANK AT  
CLEARFIELD

vs.

PRESTON CIRISHEL

STATE OF PENNSYLVANIA

County of CLEARFIELD

In the Court of Common Pleas

of CLEARFIELD County,

of NOVEMBER Term, 19 61

No. 369

D. S. B.

State of Pennsylvania,

County of CLEARFIELD } ss.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, ~~hereeto annexed~~, under the hand and seals of the Defendant s, bearing date the November 1961

20th day of July A. D. 19 61, whereby the Defendant doth promise to pay to the said Plaintiff six months after date the sum of

Fifteen Hundred (\$1500.00) Dollars, for value received, with interest from July 20, 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 them and in favor of said Plaintiff for the said sum of

Fifteen Hundred (\$1500.00) Dollars with interest from July 20, 1961 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: See copy of note attached for complete waivers, and the original filed to No. 367 November Term, 1961

of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant s to the said Plaintiff, to wit: The sum of \$ 1500.00

Interest from July 20, 1961

Attorneys' comm. 10% 150.00

Joseph P. Work

Attorney for Plaintiff

State of Pennsylvania,  
County of CLEARFIELD

ss.

and herein incorporated by reference  
By virtue of special warrant of Attorney above mentioned, ~~and hereunto annexed~~, We,

SMITH, SMITH & WORK, attorneys for the Defendant s in the stated action without writ, as of Nov. Term, 19 61, and therein confess judgment against defendants and in favor of The County National Bank at Clearfield the Plaintiff, for sum of Sixteen Hundred Fifty (\$1650.00) Dollars, with interest from July 20, 1961, on \$1500.00 thereof, with costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon. See copy of note attached for complete waivers, and the original filed to No. Nov. Term, 1961

Joseph P. Work

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 Cor. 2nd. & Market Sts., Clearfield, Pa. and that of the judgment  
debtor, 427 W. Pine Street, Clearfield, Pa.

*Joseph P. Ward*  
Attorneys for Plaintiff

Court of Common Pleas  
of CLEARFIELD County  
NOVEMBER Term 19 61

No. 369

THE COUNTY NATIONAL BANK

AT CLEARFIELD

vs.

PRESTON RISHEL

D. S. B.

Note of Warrant of Attorney

Debt, - - - \$1,800.00

Interest, - -

237  
S/Re  
FILED  
ATTYS CORP  
DEC 29 1961  
Filed

WM. T. HAGERTY  
Prothonotary  
PROTHONOTARY'S OFFICE  
455 Army

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK AT  
CLEARFIELD, PENNSYLVANIA

vs.  
PRESTON C. RISHEL

: No. 369 November Term, 1961

PETITION

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

The Petition of Preston C. Rishel respectfully represents:

(1). That on the 29th day of December, 1961, the County National Bank at Clearfield, Pennsylvania, caused to be entered against him, to the above number and term, judgment in the amount of \$1,500.00, plus attorney's commission in the amount of \$150.00, and interest from July 20, 1961, on a note signed by Ashley L. Rishel and Lillian R. Rishel.

(2). That said note is payable to your Petitioner and by him allegedly endorsed to the County National Bank at Clearfield.

(3). That your Petitioner avers that he has no knowledge of said note and did not know of the entry of judgment against him until informed of the same by a letter from the law firm of Smith, Smith & Work.

(4). That about two months ago, Roy I. Fulton brought said note to your Petitioner's home and stated that he knew the signature of your Petitioner was a forgery.

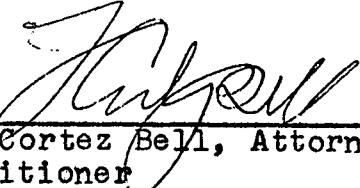
(5). That the confession to No. 369 November Term, 1961, refers to a judgment entered to No. 367 November Term, 1961, by the County National Bank at Clearfield in the Court of Common Pleas of Clearfield County, Pennsylvania.

WHEREFORE, your Petitioner prays that said endorsement of his name is a forgery and not made by him or with his knowledge or

consent and respectfully requests that the judgment entered to No. 369 November Term, 1961, against him in the amount of \$1,500.00, plus attorney's commission of \$150.00, with interest from July 20, 1961, be stricken from the record. *Denied & a defense served as no offer*  
And he will ever pray.

Preston C. Rishel  
Preston C. Rishel

BELL, SILBERBLATT & SWOOPPE  
By

  
F. Cortez Bell, Attorneys for  
Petitioner

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

Before me, the undersigned officer, personally appeared PRESTON C. RISHEL, who being duly sworn according to law, deposes and says that the facts set forth in the within Petition are true and correct to the best of his knowledge, information and belief.

Preston C. Rishel  
Preston C. Rishel

Sworn to and subscribed  
before me this 15th day  
of February, 1962.

Carl E. Walker

PROTHONOTARY  
My Commission Expires  
1st Monday Jan. 1966

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COUNTY NATIONAL BANK AT  
CLEARFIELD, PENNSYLVANIA

:  
:  
:  
:

vs

: No. 369 November Term, 1961

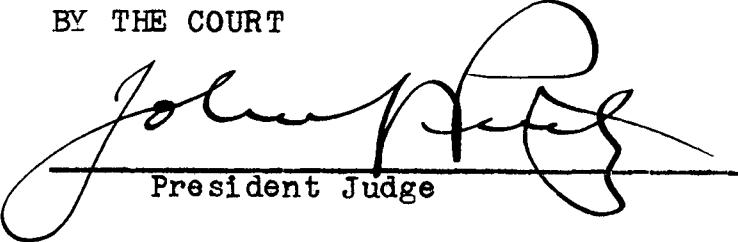
PRESTON C. RISHEL

:

ORDER OF COURT

NOW, this 19 day of February, 1962, the within  
Petition having been read and considered, rule to show cause why  
said judgment should not be stricken ~~from the record~~ <sup>opened</sup> is awarded,  
returnable the                    day of                   , 1962. ~~see by~~

BY THE COURT

  
President Judge

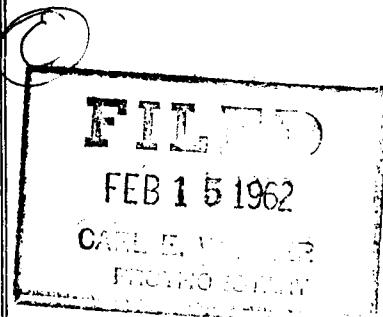
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENN-  
SYLVANIA, No. 369 November  
Term, 1961

COUNTY NATIONAL BANK AT  
CLEARFIELD, PENNSYLVANIA

vs.

PRESTON C. RISHEL

PETITION TO OPEN AND STRIKE  
JUDGMENT FROM THE RECORD



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

COMMERCIAL PRINTING CO., CLEARFIELD, PA

Service accepted the 15th day of February  
1962 by copy served on  
by Paul F. Work  
at the place for plaintiff