

DOCKET NO. 174

NUMBER	TERM	YEAR
514	May	1961

Southern Carpet Cills, Inc

VERSUS

LaMar R Boucher t/a

DuBois Floor Company

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

SOUTHERN CARPET MILLS, INC.,
Plaintiff
versus
LaMAR R. BOUCHER, t/a DuBOIS
FLOOR COMPANY,
Defendant

X NO. 514 May TERM, 1961
X
X IN ASSUMPSIT

COMPLAINT IN ASSUMPSIT

Plaintiff brings this action against defendant and for cause of complaint alleges:

1. That the plaintiff is Southern Carpet Mills, Inc., a corporation organized and existing under the laws of the State of New York, with its principal place of business at 754 Jamaica Avenue, Brooklyn, New York.
2. That the defendant is LaMar R. Boucher, an individual trading and doing business as DuBois Floor Company.
3. The plaintiff at the special instance and request of the defendant, sold and delivered to defendant certain goods, wares and merchandise of the kinds and descriptions as set forth on the invoices which are attached hereto, made a part hereof, and marked Exhibits A, B and C inclusive, said invoices being true and correct copies from plaintiff's books of original entry.
4. That the prices charged defendant for said goods, wares and merchandise sold to defendant as aforesaid, are fair and reasonable and the prices which defendant agreed to pay to plaintiff for the same.
5. That the total amount of said goods, wares and merchandise is Three hundred eighty-one and 65/100 (\$381.65) Dollars, and that on November 22, 1960, defendant paid the sum of Twenty (\$20.00) Dollars to apply on said amount, leaving a balance due

and owing to plaintiff of Three hundred sixty-one and 65/100 (\$361.65) Dollars.

6. That although plaintiff has made frequent demands upon defendant for payment of the balance so due, nevertheless the defendant has failed, refused and neglected to pay said balance or any part thereof to the plaintiff or to any other person for the plaintiff.

7. That this claim is not based upon a writing.

WHEREFORE, plaintiff demands judgment against defendant in the amount of Three hundred sixty-one and 65/100 (\$361.65) Dollars, with legal interest thereon from January 18, 1961.

William J. Reilly

John K. Reilly, Jr.
Attorneys for Plaintiff

STATE OF NEW YORK)
) ss:
COUNTY OF ~~Rings~~)

Caterina Bonadonna being duly sworn according to law, deposes and says that she is Secretary of Southern Carpet Mills, Inc., the plaintiff in the above complaint; that she is authorized to make this affidavit, and that the facts set forth in this complaint are true and correct to the best of his knowledge or information and belief.

Caterina Bonadonna

Sworn to and subscribed before me this 2nd day of JUNE 1961.

Thomas J. Zingale
Notary Public

THOMAS J. ZINGALE
NOTARY PUBLIC, State of New York
No. 24-9305400
Qualified in Kings County
Term Expires March 30, 1962

INVOICE #2285

SOUTHERN CARPET MILLS, INC.

Wholesale Floor Coverings

Office and Warehouse

754 JAMAICA AVENUE • BROOKLYN 8, N.Y.
Midway 7-6500-1-2-3

DATE OF INVOICE **Dec. 18, 1960**

SHIP TO

SOLD TO

**Du Bois Floor Cov.
327 W. Long Avenue
Du Bois, Penna.**

#435

CUST. ORD. NO	CUST. DEPT. NO	DATE OF ORDER	SHIP WHEN	F. O. B.	SHIP VIA	SALESMAN	TERMS:	
PATTERN	GRADE	QUAN.	SIZE	REGISTER	YARDS	DESCRIPTION	PRICE	TOTAL

Black	1	12x9	107	12	Montauk	@3.90	39.60
Sandalwood	1	12x12	1290	16	Cascade	6.20	<u>99.20</u>
(TERMS: 1% 10 days, Net 30 Days)							138.80

CONTINUING GUARANTY UNDER THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT
FILED WITH THE FEDERAL TRADE COMMISSION, WHERE APPLICABLE.

NO FREIGHT CHARGES ALLOWED

ALL CLAIMS FOR DEDUCTIONS OR ERRORS MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS WILL BE RECEIVED FOR CREDIT
WITHOUT WRITTEN PERMISSION FROM THIS COMPANY. B/L CONSTITUTES DELIVERY.

FORM NO. IN-12

Exhibit A

INVOICE 2840

SOUTHERN CARPET MILLS, INC.

Wholesale Floor Coverings

Office and Warehouse

754 JAMAICA AVENUE • BROOKLYN 8, N.Y.
Midway 7-6500-1-2-3

DATE OF INVOICE Jan. 27, 1960

SHIP TO

SOLD TO

Du Bois Floor Co.
327 West Long Ave.
Du Bois, Pa.

435

CUST. ORD. NO	CUST. DEPT. NO	DATE OF ORDER	SHIP WHEN	F. O. B.	SHIP VIA	SALESMAN	TERMS:	
PATTERN	GRADE	QUAN.	SIZE	REGISTER	YARDS	DESCRIPTION	PRICE	TOTAL
Blue	1304	1	12x12	711	16	Cascade	Q6.20	99.20
"	"	1	12x6	711	8	"	"	49.60
"	"	1	15x2.3	1265	3.75	"	"	23.25
"	"	1	"	"	"	"	"	23.25
"	"	1	"	"	"	"	"	23.25
								218.55

CONTINUING GUARANTY UNDER THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT
FILED WITH THE FEDERAL TRADE COMMISSION, WHERE APPLICABLE.

NO FREIGHT CHARGES ALLOWED

ALL CLAIMS FOR DEDUCTIONS OR ERRORS MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS WILL BE RECEIVED FOR CREDIT
WITHOUT WRITTEN PERMISSION FROM THIS COMPANY. B/L CONSTITUTES DELIVERY.

FORM NO. IN-12

Exhibit B

INVOICE

3269

SOUTHERN CARPET MILLS, INC.

Wholesale Floor Coverings

Office and Warehouse

754 JAMAICA AVENUE • BROOKLYN 8, N. Y.
Midway 7-6500-1-2-3

DATE OF INVOICE **Feb. 24, 1960**

SHIP TO

SOLD
TO

Du Bois Floor Cov. Co.
327 WEST LONG AVE.
DU BOIS, PA?

435

CUST. ORD. NO	CUST. DEPT. NO	DATE OF ORDER	SHIP WHEN	F. O. B.	SHIP VIA	SALESMAN	TERMS:	
PATTERN	GRADE	QUAN.	SIZE	REGISTER	YARDS	DESCRIPTION	PRICE	TOTAL
Blue	1304	1	15x2.3	1265	3 3/4	Cascade	@\$6.20	23.25
						(Terms: 1% 10days/ Net 30days)		

P.P. Inc.

1.05

24.30

CONTINUING GUARANTY UNDER THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT
FILED WITH THE FEDERAL TRADE COMMISSION, WHERE APPLICABLE.

NO FREIGHT CHARGES ALLOWED

ALL CLAIMS FOR DEDUCTIONS OR ERRORS MUST BE REPORTED WITHIN 10 DAYS AFTER RECEIPT OF GOODS. NO GOODS WILL BE RECEIVED FOR CREDIT
WITHOUT WRITTEN PERMISSION FROM THIS COMPANY. B/L CONSTITUTES DELIVERY.

FORM NO. IN-12

Exhibit C

STATEMENT

SOUTHERN CARPET MILLS, INC. Wholesale Floor Coverings

754 JAMAICA AVENUE • BROOKLYN 8, N. Y. • Midway 7-6500-1-2-3

M Dubois Floor Co. Feb 24 1961
327 21. Long Ave
Dubois, Penna.

Dec 18	2285	138.80
Jan 27	2840	218.55
Feb 25	3269	2430
		381.65
Mar 22 60 - on acc't Polynesian 20.00		361.65

NO. 5477 TERM, 1961
JUN 5 1961

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

SOUTHERN CARPET MILLS, INC.,
Plaintiff

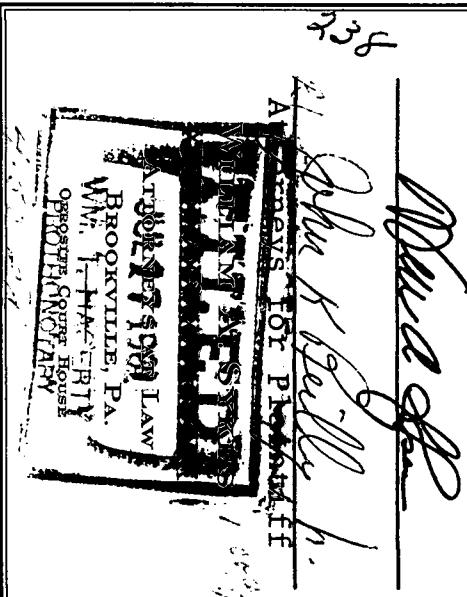
versus

LAMAR R. BOUCHER t/a DUBOIS
FLOOR COMPANY,
Defendant

COMPLAINT IN ASSUMPSIT

To the within named defendant:

You are hereby notified to
answer or plead to the en-
closed Complaint in Assumpsit
within twenty (20) days from
service hereof.



59-A—Praecipe
Henry Hall, Inc., Indiana, Pa.

In the Court of Common Pleas of the County of CLEARFIELD, PENNSYLVANIA,

SOUTHERN CARPET MILLS, INC.,
Plaintiff
vs.
LaMAR R. BOUCHER t/a DuBOIS
FLOOR COMPANY,
Defendant

Of May Term, 19 61.,
No. 514

~~RECEIVED~~

Dear Sir:

Mark the above action "Settled, discontinued and ended".

To the Prothonotary of said County.
September 6, 1961

Miller A. O'Brien
J. John K. Reilly Jr.

Attorneys for Plaintiff

No. 514 May Term, 1961

SOUTHERN CARPET MILLS, INC., Plaintiff

vs.

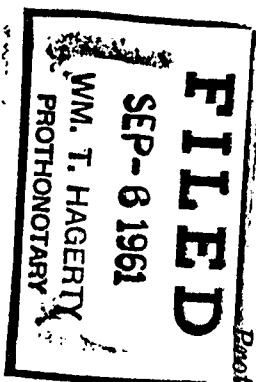
LAMAR R. BOUCHER t/a DUBOIS
FLOOR COMPANY, Defendant

PRAECL^EPI

for
DISCONTINUANCE

Filed 19.....

Prothonotary.



William A. Sykes, Esquire
John K. Reilly, Jr., Esquire
Attorneys for Plaintiff.

In the Court of Common Pleas of Clearfield County, Pa.

Southern Carpet Mills, Inc. No 514 May Term 1961
vs
Lamar R. Boucher t/a
Du Bois Floors Co., Complaint In Assumpsit

Now, July 19, 1961 at 9:30 A.M. served the within Complaint in Assumpsit on Lamar R. Boucher at place of Business 327 W. Long Ave, Du Bois, Pa., by handing to Mrs Vera Warner, secretary for Lamar R. Boucher, personally a true and attested copy of the original Complaint In Assumpsit and made known to her the contents thereof.

Costs Sheriff Ammerman \$11.60
(Paid by Atty Reilly)

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

Sworn to before me this 20th
day of July 1961 A.D.

John J. Nagarty
Prothonotary.

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