

DOCKET NO. 175

Number	Term	Year
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596	November	1961
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Matson Lumber Company

Versus

C. A. Benner

Mary ^w. Benner

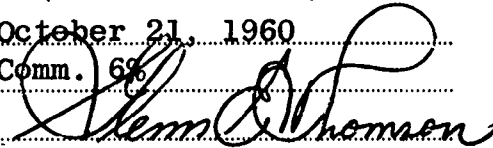
MATSON LUMBER COMPANY
vs.
C. A. BENNER and
MARY W. BENNER
State of Pennsylvania,
County of Clearfield

In the Court of Common Pleas
of Clearfield County,
of November Term, 19 61
No. 596
D. S. B.

The Plaintiff's claim in the above stated action without writ, is founded on a single bill, hereto annexed, under the hand and seal of the Defendants, bearing date the 21st day of October A. D. 19 60, whereby the Defendant doth promise to pay to the said Plaintiff Matson Lumber Company the sum of Two Thousand (\$2,000.00) Dollars, for value received, with interest from October 21, 1960 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 Two Thousand (\$2,000.00) Dollars with interest from October 21, 1960 as aforesaid, costs of suit and release of errors in the entering of said judgment, or the issuing of any process thereon: said Defendants being in default

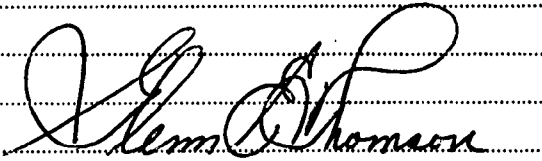
of all which said sum, with the interest thereon, is hereby certified to be justly due and owing by the said Defendant s to the said Plaintiff, to wit: The sum of \$ 2,000.00

Interest from October 21, 1960
Attorney's Comm. 6%


Attorney for Plaintiff

State of Pennsylvania,
County of Clearfield

By virtue of special warrant of Attorney above mentioned, and hereunto annexed, C. A. Benner and Mary W. Benner the Defendant s in the stated action without writ, as of Nov. Term, 19 61, and therein confess judgment against them and in favor of Matson Lumber Company the Plaintiff, for sum of Two Thousand (\$2,000.00) Dollars, with interest from October 21, 1960 costs of suit and release of all errors in the entering of said judgment, and issuing of any process thereon said Defendants now being in default


Attorney for Defendant

To Carl E. Walker, Esq.,
Pro. Com. Pleas of Clearfield Co.

We hereby certify that the precise residence address of the within judgment creditor
is Main Street, Brookneak, Penna
and the debtor's address is Emerah, R D Barnesboro. Pa
Wm. D. Thorman
Attorneys for Plaintiff

Court of Common Pleas

of Clearfield County

November Term 1961

No. 596.

MATSON LUMBER COMPANY

vs.

C. A. BENNER and

MARY W. BENNER

D.S.B.

Note of Warrant of Attorney

Debt, - - - \$ 2,000.00

Interest, - -

Filed

S/R/L 350
Atty's Com.

FILED

JAN 31 1962

Prothonotary

CAHL E. W. Attorney for Plaintiff
PROTHONOTARY

450 ally.

Net Amount \$	2000	00
Interest - -	66	
Total - - - \$		

No. _____

Due _____ 19__

\$ 2000.00 Brookville, Pa., October 21 1960

On demand after date I promise to

pay to the order of Ketson Lumber Company

Two Thousand and no/100 Dollars

Without defalcation, value received, with interest; And further, I do hereby empower any attorney of any Court of Record of Pennsylvania or elsewhere to appear for me and after one or more declarations filed, confess judgment against me as of any term for the above sum with costs of suit and Attorney's Commission of 6 percent, for collection and release of all errors, and without stay of execution and inquiry and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale on any execution hereon, is also hereby expressly waived, and no benefit of exemption be claimed under and by virtue of any exemption law now in force or which may be hereafter passed.

Witness my hand and seal.

AT BROOKVILLE BANK AND TRUST COMPANY
BROOKVILLE, PENNSYLVANIA

William H. Bennett (Seal)
William H. Bennett (Seal)

MATSON LUMBER COMPANY,
a corporation,
Plaintiff,

vs.

C. A. BENNER and MARY W. BENNER,
Defendants.

* In the Court of Common Pleas of
* Clearfield County, Pennsylvania.

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* Number

Term 1962

AFFIDAVIT OF DEFAULT

STATE OF PENNSYLVANIA,

COUNTY OF JEFFERSON :ss:

ROBERT D. MATSON, being duly sworn according to law, deposes and says that he is President of Matson Lumber Company, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, and that he is authorized to make this affidavit in its behalf; that the Defendants, C. A. Benner and Mary W. Benner, signed, sealed, and delivered to Plaintiff, Matson Lumber Company, a promissory note dated October 21, 1960, in the amount of Two Thousand Dollars (\$2,000.00), payable on demand; and that the Defendants, C. A. Benner and Mary W. Benner, are now in default in the amount of Five Hundred Fifty One and 02/100 Dollars (\$551.02).

Robert D. Matson

Robert D. Matson

Sworn to and subscribed before me this
1962.

18th day of *January*

Mary Lou Snyder

MARY LOU SNYDER, Notary Public

Brookville, Jefferson County, Pa,

My Commission Expires October 2, 1963

MATSON LUMBER COMPANY,
a corporation,

Plaintiff,

versus

C. A. BENNER and MARY W. BENNER,
Defendants,*

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

Number

Term 1962

AFFIDAVIT RE MILITARY SERVICE

STATE OF PENNSYLVANIA,

COUNTY OF JEFFERSON

:ss:

Robert D. Matson, being duly sworn according to law, deposes and says that he is President of Matson Lumber Company, a corporation created and existing under the laws of the Commonwealth of Pennsylvania; and that he is authorized to make this affidavit in its behalf; that C. A. Benner and Mary W. Benner, the Defendants in the above captioned action, are not in the military or naval service of the United States.

Robert D. Matson
Robert D. Matson

Sworn to and subscribed before me this *18th* day of *Jan.*
1962.

Mary Lou Snyder
MARY LOU SNYDER, Notary Public
Brockville, Jefferson County, Pa,
My Commission Expires October 2, 1963