

DOCKET NO. 174

NUMBER	TERM	YEAR
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640	May	1961
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Faye Kramer

VERSUS

Ivan R. Kramer

SINGER SEWING MACHINE COMPANY
CASH RECEIPTSHOP Clearfield 8-13 1957NAME Velma T. Libes

ADDRESS

SEWING MACHINE STYLE	NUMBER	<i>Def</i>	
SEWING STOOL STYLE	NUMBER	<i>5</i>	
SEWING TABLE STYLE	NUMBER	<i>2</i>	
SEWING CABINET STYLE		<i>X2</i>	
MOTOR CLASS	NUMBER		1
VACUUM CLEANER FLOOR TYPE	NUMBER		
VACUUM CLEANER HAND TYPE	NUMBER		
VACUUM CLEANER ACCESSORIES			
NOTIONS			
SEWING COURSES			
REPAIR	FORM 151 NUMBER		
RENT	MACHINE NUMBER		
OTHER ITEMS (Itemize)			
<u>acct # 43-25179</u>		<u>17 00</u>	
	GROSS PURCHASE		
FIRST PAYMENT ON INSTALLMENT SALE			
O. M. ALLOWANCE STYLE	NUMBER		
OTHER CREDITS (Itemize)			
	NET PURCHASE		
	TAX		
	TOTAL PAID	<u>17 00</u>	

B 899360

PAYMENT RECEIVED Velma Libes
(Sign Full Name)

SINGER SEWING MACHINE COMPANY

CASH RECEIPT

SHOP *Clayfield* 9-7 1951
 NAME *Levian R. Kramer Jr.*
 ADDRESS *Walla Walla, Wash.*

SEWING MACHINE STYLE	NUMBER	
SEWING STOOL STYLE	NUMBER	
SEWING TABLE STYLE	NUMBER	
SEWING CABINET STYLE		
MOTOR CLASS	NUMBER	
VACUUM CLEANER FLOOR TYPE	NUMBER	
VACUUM CLEANER HAND TYPE	NUMBER	
VACUUM CLEANER ACCESSORIES		
NOTIONS		
SEWING COURSES		
REPAIR	FORM 151 NUMBER	
RENT	MACHINE NUMBER	
OTHER ITEMS (Itemize)	<i>Oct 25 1979</i>	<u>17 00</u>
	GROSS PURCHASE	
FIRST PAYMENT ON INSTALLMENT SALE		
O. M. ALLOWANCE STYLE	NUMBER	
OTHER CREDITS (Itemize)		
	NET PURCHASE	
	TAX	
	TOTAL PAID	<u>17 00</u>

B 899420

PAYMENT RECEIVED

(Sign Full Name)

Edward Seydel

SINGER SEWING MACHINE COMPANY
CASH RECEIPTSHOP *Clearfield* 10-27 1957NAME *Velma Zilhause*

ADDRESS

SEWING MACHINE STYLE	NUMBER	
SEWING STOOL STYLE	NUMBER	
SEWING TABLE STYLE	NUMBER	
SEWING CABINET STYLE		
MOTOR CLASS	NUMBER	
VACUUM CLEANER FLOOR TYPE	NUMBER	
VACUUM CLEANER HAND TYPE	NUMBER	
VACUUM CLEANER ACCESSORIES		
NOTIONS		
SEWING COURSES		
REPAIR	FORM 151 NUMBER	
RENT	MACHINE NUMBER	
OTHER ITEMS (Itemize)		
<i>acct # 25179</i>		<i>17 00</i>
	GROSS PURCHASE	
FIRST PAYMENT ON INSTALLMENT SALE		
O. M. ALLOWANCE STYLE	NUMBER	
OTHER CREDITS (Itemize)		
	NET PURCHASE	
	TAX	
	TOTAL PAID	<i>17 00</i>

B 899450

PAYMENT RECEIVED *Velma Zilhause*
(Sign Full Name)

SINGER SEWING MACHINE COMPANY
CASH RECEIPT

SHOP *Clearfield* 11-2 19-57
 NAME *Elvira James Jr.*
 ADDRESS

SEWING MACHINE STYLE	NUMBER	
SEWING STOOL STYLE	NUMBER	
SEWING TABLE STYLE	NUMBER	
SEWING CABINET STYLE		
MOTOR CLASS	NUMBER	
VACUUM CLEANER FLOOR TYPE	NUMBER	
VACUUM CLEANER HAND TYPE	NUMBER	
VACUUM CLEANER ACCESSORIES		
NOTIONS		
SEWING COURSES		
REPAIR	FORM 151 NUMBER	
RENT	MACHINE NUMBER	
OTHER ITEMS (Itemize)		
<i>acct# 43-25179</i>	<i>17 00</i>	
	GROSS PURCHASE	
FIRST PAYMENT ON INSTALLMENT SALE		
O. M. ALLOWANCE STYLE	NUMBER	
OTHER CREDITS (Itemize)		
	NET PURCHASE	
	TAX	
	TOTAL PAID	<i>17 00</i>

C 473763

PAYMENT RECEIVED

Welma Tibbens
 (Sign Full Name)

SINGER SEWING MACHINE COMPANY

CASH RECEIPT

SHOP *Clearfield Pa* 4-12 1958
 NAME *Edward P. Kramer*
 ADDRESS *Wallacetown, Pa.*

SEWING MACHINE STYLE	NUMBER	
SEWING STOOL STYLE	NUMBER	
SEWING TABLE STYLE	NUMBER	
SEWING CABINET STYLE		
MOTOR CLASS	NUMBER	
VACUUM CLEANER FLOOR TYPE	NUMBER	
VACUUM CLEANER HAND TYPE	NUMBER	
VACUUM CLEANER ACCESSORIES		
NOTIONS		
SEWING COURSES		
REPAIR	FORM 151 NUMBER	
RENT	MACHINE NUMBER	
OTHER ITEMS (Itemize)	<i>Acct. No. 25179</i>	<i>17 00</i>
	GROSS PURCHASE	
	FIRST PAYMENT ON INSTALLMENT SALE	
O. M. ALLOWANCE STYLE	NUMBER	
OTHER CREDITS (Itemize)		
	NET PURCHASE	
	TAX	
	TOTAL PAID	<i>17 00</i>

D 386631

PAYMENT RECEIVED

(Sign Full Name)

Edward Singer Jr.

SINGER SEWING MACHINE COMPANY

CASH RECEIPT

SHOP.....*Clayfield, Pa.* 2-9 1959
 NAME.....*Edward Kramer*
 ADDRESS.....*Wallaceton, Pa.*

SEWING MACHINE STYLE	NUMBER	
SEWING STOOL STYLE	NUMBER	
SEWING TABLE STYLE	NUMBER	
SEWING CABINET STYLE		
MOTOR CLASS	NUMBER	
VACUUM CLEANER FLOOR TYPE	NUMBER	
VACUUM CLEANER HAND TYPE	NUMBER	
VACUUM CLEANER ACCESSORIES		
NOTIONS		
SEWING COURSES		
REPAIR	FORM 151 NUMBER	
RENT	MACHINE NUMBER	
OTHER ITEMS (itemize)	<i>Acct. No. 25179</i>	<u>17 00</u>
GROSS PURCHASE		
FIRST PAYMENT ON INSTALLMENT SALE		
O. M. ALLOWANCE STYLE	NUMBER	
OTHER CREDITS (itemize)		
NET PURCHASE		
TAX		
TOTAL PAID		
<u>17 00</u>		

F 600960

PAYMENT RECEIVED

(Sign Full Name)

Edward Kramer

SINGER SEWING MACHINE COMPANY
CASH RECEIPT

SHOP *Clearfield* 9-23 1957

NAME *Edna Kramer*

ADDRESS

SEWING MACHINE STYLE	NUMBER		
SEWING STOOL STYLE	NUMBER		
SEWING TABLE STYLE	NUMBER		
SEWING CABINET STYLE			
MOTOR CLASS	NUMBER		
VACUUM CLEANER FLOOR TYPE	NUMBER		
VACUUM CLEANER HAND TYPE	NUMBER		
VACUUM CLEANER ACCESSORIES			

NOTIONS			
SEWING COURSES			
REPAIR	FORM 151 NUMBER		
RENT	MACHINE NUMBER		
OTHER ITEMS (Itemize)			

<i>on Acct # 25779</i>	<i>84 85-</i>
GROSS PURCHASE	
FIRST PAYMENT ON INSTALLMENT SALE	
O. M. ALLOWANCE STYLE	NUMBER
OTHER CREDITS (Itemize)	
NET PURCHASE	
	TAX
	TOTAL PAID

F 600803

PAYMENT RECEIVED *Edna Kramer*
(Sign Full Name)

I Certify That I, *THOMAS CRACKER*

PLEASE PRINT NAME

now residing at No.

STREET

WILMINGTON *DE* STATE

CITY OR TOWN

have this day received on conditional sale from SINGER SEWING MACHINE COMPANY (a New Jersey corporation with principal office and place of business at Elizabeth, N. J., whose corporate existence for all purposes is hereby admitted) hereinafter called the "Company," through its shop at *1167 1/2*.....

the following merchandise, all in good order, which I am to use with care and keep in like good order while this agreement remains in force.....

Singer Sewing Machine, Style *10513753* No. *10513753* \$147.00

Sewing Stool, Style *TRADITIONAL* No. *DESK* \$.....

Combination Table, Style..... No. \$.....

Sewing Cabinet, Style..... \$.....

Singer Vacuum Cleaner, Floor Type..... No. \$.....

Singer Vacuum Cleaner, Hand Type..... No. \$.....

stool #10013 \$.....

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~~339.19~~
~~d. 17.00~~
~~312.19~~

407.
85.
322.19
13-25120

407.19
17.00 aug. 12
390.19
17.00 Sept. 7
373.19
17.00 Oct. 5
356.19
17.00 nov 2
339.19
17.00 Dec 3
322.19
17.00 Jan 4
305.19
17.00 Feb.
288.19
17.00 Mar.
271.19
17.00 Apr.
254.19
13-25120
TAX DEPT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FAYE KRAMER

No. 640, May Term, 1961

-vs-

IVAN R. KRAMER

IN DIVORCE

MASTER'S HEARING

Master's Hearing in Divorce held before the Master on the 28th day of February, 1962, at 10:00 o'clock A.M., E.S.T. at the office of Carl A. Belin, Jr., Esquire, 115 East Locust Street, Clearfield, Pennsylvania, in accordance with the notice of Master's Hearing. At that time due to the large number of witnesses, the Master's Hearing was recessed and reconvened at the Petit Jury Room in the Clearfield County Court House. The following persons appeared at that time:

<u>Appearances:</u>		
FAYE KRAMER	Plaintiff	
F. CORTEZ BELL	Plaintiff's Counsel	
MR. HALLMAN	Plaintiff's Witness	
MRS. MARY SHIREY	Plaintiff's Witness	
MR. BLAIR SHIREY	Plaintiff's Witness	
WILLARD STINER	Plaintiff's Witness	
LYLE STINER	Plaintiff's Witness	
IVAN R. KRAMER	Defendant	
W. ALBERT RAMEY	Defendant's Counsel	
DARLA JEAN KRAMER	Defendant's Witness	
MRS. GRACE LIPPERT	Defendant's Witness	
DENNIS LEE STINER	Defendant's Witness	
RAYMOND FOLMAR	Plaintiff's Witness	
BESSIE HALLMAN	Defendant's Witness	

FAYE KRAMER being duly sworn according to law testified as follows:

BY F. CORTEZ BELL, ESQ.:

Q. What is your name?

A. Faye Kramer

Q. How old are you?

A. 33

Q. Where were you born?

A. Woodland

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

FAYE KRAMER : : No. 640 May Term, 1961
-vs- : : IN DIVORCE
IVAN R. KRAMER : :

O P I N I O N

This is an action for divorce, based on cruel and barbarous treatment and indignities to the person, rendering the plaintiff's condition intolerable and life burdensome.

The action was vigorously contested by the husband defendant. He answered the complaint, denying the allegations for divorce, and alleged conduct indicating the plaintiff was not an injured and innocent spouse.

A bill of particulars was demanded, which plaintiff supplied. Plaintiff then demanded alimony pendente lite, and counsel fees. Counsel fee was awarded, and alimony pendente lite was not fixed in the divorce proceeding, but was fixed as a result of a proceeding in the Court of Quarter Sessions of Clearfield County in desertion and non-support.

The matter was then referred to a Master, who began hearings on February 28, 1962, and concluded on the 2nd day of March, 1962. Considerable testimony was produced by the plaintiff and defendant. At the conclusion of the hearings the Master filed his report on the 7th day of August, 1962, recommending that a divorce "a vinculo matrimonii", prayed for by Faye Kramer, the plaintiff,

be refused. To this report the plaintiff filed two exceptions, as follows:-

(1). The Master failed to find that Faye Kramer suffered such indignities to the person as alleged in said complaint, despite the fact that the testimony of Faye Kramer and other witnesses indicated that Ivan R. Kramer was keeping company with Mrs. Hallman prior to the separation of the parties.

(2). Exception is also taken to the finding of the Master that the plaintiff was not the injured and innocent spouse by the allegations of misconduct that took place subsequent to the time the grounds for divorce were proved.

The Master's Report filed August 7, 1962 indicates the Master gave a very careful and detailed review of the evidence produced in the two days of hearings before him.

The Master in his discussion, stated that at the onset he had a difficult job in determining the facts in the case. The parties were inconsistent as to factual issues and there were diametric positions taken in much of the testimony. He states that he gave particular attention to the plaintiff, and watched her as she answered questions, and finally concluded, "after he saw the entire picture unfold, that Mrs. Kramer was not a very credible witness". The Master stated he realized that there are sufficient grounds for divorce, if the credibility of the wife is accepted, as against the husband. Where the wife's witnesses were credible, namely, Mr. and Mrs. Shirey, that testimony conflicted with that of the plaintiff and Lyle Stiner, the paramour of Mrs. Kramer, and many contradictions occurred (R. 12)

It is a cardinal rule in divorce actions that while the Master's Report is advisory only, having seen the witnesses as they testified and observed their manner, the Master's findings concerning the credibility of these witnesses are entitled to the fullest consideration. As stated in SHUMAN VS. SHUMAN, 197 Pa. Superior Ct. 439, the weight to be given the report of the master is discussed and the law is stated as follows on page 441:

"It is, of course, our duty to review the evidence de novo but we have held many times that where a master's report indicates the testimony has been carefully analyzed and the credibility of the witnesses carefully weighed, the findings of the master are entitled to the fullest consideration. "The report of the master who saw and heard the witnesses is ordinarily entitled to the fullest consideration where, as here, credibility is in issue and the master's findings dependent thereon are not at variance with the record." Sims v. Sims, 188 Pa. Superior Ct. 439, 149 A. 2d 528 (1959)."

The evidence indicates that the parties were married on the 28th day of June, 1946 at Woodland, Pennsylvania, and after marriage took up their residence in the Borough of Wallaceton, Clearfield County, Pennsylvania, eventually acquiring a home in that Borough with title held by them as entireties, and is still so held.

To this marriage three children were born, namely, Darla Jean Kramer, born September 26, 1948, Laree Kramer, born September 23, 1950, and Randall Lynn Kramer, born December 12, 1953.

Of these children, the oldest daughter is living and has been living with the defendant at the residence in the Borough of Wallaceton. The other two children, because of their age and the vicinity of a school house, have been living with the paternal grandfather in Morrisdale, and all three are being supported by the defendant.

In the bill of particulars, at the trial, the plaintiff averred that in August, 1951, the parties plaintiff and defendant went to Detroit, accompanied by a Helen Shimmel, in order to obtain employment. That on this trip, the plaintiff testified, Ivan Kramer, the defendant, and Helen Shimmel committed adultery several times when all three were sharing an apartment. The defendant husband vigorously denied this; the plaintiff admitting she continued the marriage relationship with the defendant until the events occurring in 1958, which are alleged as the grounds for divorce, namely, the indignities to the person and cruel and barbarous treatment. It is to be noted that following this trip to Detroit in the year 1951 that the youngest child, Randall Lynn Kramer, was born, in December, 1953.

This statement by the plaintiff, that she found her husband had committed adultery with Helen Shimmel, and continued to cohabit and live with the defendant as his wife is assigned by the Master as one reason that made him view the plaintiff's testimony with such suspicion that he found it incredible, and refused to find as a fact that defendant had committed adultery at that time.

The testimony further, as pointed out by the Master, is characterized by a good deal of vagueness concerning the dates when the matters occurred which are brought forth as a basis for the divorce.

Examination of the testimony is characterized by statements that events occurred in the year 1959 or 1958, or some time during the latter part of that year or the other year. After much questioning, both on chief and on cross examination, an approach is made to times that are more specific than just a certain year.

As the Master found, and the evidence supports the finding that the married life of these parties continued, even after the alleged conduct in the year 1951, without interruption or apparent discord until September of the year 1957, when the wife plaintiff began working steadily at the General Cigar Factory at Philipsburg, Penna., after a short lay-off in the earlier part of that year. During the time the wife plaintiff was employed at the Cigar Factory she worked a night shift from 3:30 P.M. until 12:00 P.M. It was during this employment that the defendant asserted the plaintiff did not return home at the close of the night shift at midnight for two or three hours, although the home of the parties was within eight miles of the factory, and the plaintiff had her own car for use in transportation (That is, a car purchased by defendant, title held by the entireties). Defendant further averred that the plaintiff would not return at the close of the week's work on Thursday night until some time on the following Monday. When the defendant,

as he testified, endeavored to find out where the plaintiff had been or what she had been doing during these periods of absence, she refused to answer or account for her time, and finally withdrew from the home.

During this period of time, however, the defendant admitted he had been calling upon or visiting a Mrs. Hallman, but nothing took place other than social visits. The plaintiff testified that she did not know of these visits or any association between her husband and Mrs. Hallman until she discovered that her husband, Ivan Kramer, had taken Mrs. Hallman to visit a daughter in the State of Connecticut over a week-end in the early part of 1958.

The plaintiff returned to the marital home later for three months then departed and left completely in September of 1958.

An acquaintanceship between the plaintiff and a Lyle Stiner took place as testified to by Mrs. Kramer in July of 1958, and she kept company with Lyle Stiner from that time on. Some evidence was introduced to indicate that the plaintiff lived and cohabited with Lyle Stiner in 1960 in an apartment in Chester Hill, Clearfield County, Pennsylvania, and later in a building or dwelling house on Deer Creek Road in Graham Township. The plaintiff denies this, and denies that she ever had any sexual relations with Lyle Stiner or any other man. Similarly, the defendant denies any sexual relationship with any woman,

particularly a Mrs. Hallman. However, Mrs. Hallman is, with her oldest daughter, a girl 18 or 19 years of age, occupying the home in Wallacetown, and, as the defendant testifies, is keeping house for the defendant and his oldest daughter, Darla Jean, and the two other children when they come to stay over week-ends.

The entire record is, as the Master stated, characterized by charges and countercharges, and absolute denials of averments of fact on the part of both of the parties.

Both of the alleged paramours of the plaintiff wife and defendant husband are divorced, and the parents of other children who have been distributed among others of the divorced persons families, except that Mrs. Hallman has her one daughter with her in the home maintained by the defendant husband.

Throughout the record, the evidence indicates that the daily circumstances of living and social contacts of both plaintiff and defendant are subject to considerable suspicion, and are at the best, most indiscreet. Both parties vigorously assert their relationship with the alleged paramours are free from any sexual contacts.

Viewing the evidence as a whole, and the direct conflicts on salient matters, the credibility of the parties must determine the issue, and as the Master was in the best position to determine that credibility, we see no reason to set it aside.

Again quoting SHUMAN VS. SHUMAN, supra, on page 443, as follows:

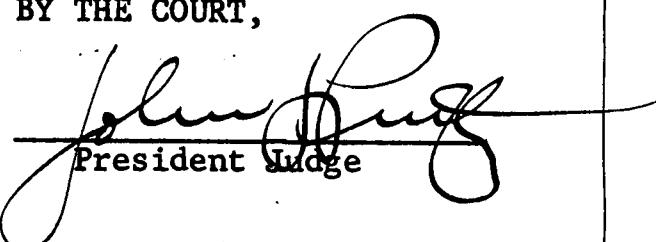
"As to the contention of the wife that the husband was not an injured and innocent spouse we adopt the disposition of this issue by the court below, as follows: "Finally, we also concur with the Master that plaintiff was not entirely without fault but we believe the following language used by your Honorable Court to describe the plaintiff appellee in Cunningham v. Cunningham, 171 Pa. Superior Ct. 577, 581 (1952), is equally applicable to the plaintiff herein: "There was some evidence that appellee was not completely without fault, and we do not mean to pose him as a paragon, but as was said in DiStefano v. DiStefano, 152 Pa. Superior Ct. 115, at 117, 31 A.2d 357: "However, 'We are not called upon to balance . . . mutual delinquencies, but only to determine which party is least open to the charge of causing the situation.' Breene v. Breene, 76 Pa. Superior Ct. 568, 573, 574; and we think libellant, with the aid of his witnesses and respondent's testimony adequately satisfied and discharged the burden cast upon him." ' "

and following that rule, that courts are only to determine "which party is least open to the charge of causing the situation", we are constrained to sustain the findings of the Master as borne out by the evidence submitted.

O R D E R

NOW, December 20, 1962, exceptions to the Master's Report are overruled, and decree for divorce "a vinculo matrimonii" refused. Exception noted.

BY THE COURT,


John F. Lough
President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 640 May Term, 1961

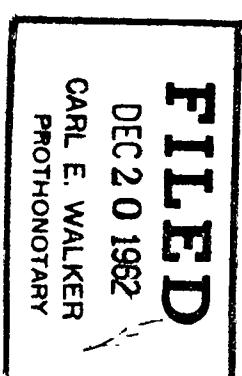
IN DIVORCE

FAYE KRAMER

-VS-

IVAN R. KRAMER

OPINION AND ORDER



JOHN J. PENTZ
PRESIDENT JUDGE
CLEARFIELD, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FAYE KRAMER :
VS. : No. 640 May Term, 1961
IVAN R. KRAMER :
:

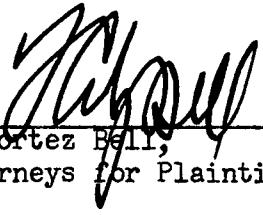
EXCEPTIONS TO MASTER'S REPORT

Exceptions are filed to the Report of the Master filed August 7, 1962, in the following respects:

(1). That the Master failed to find that Faye Kramer suffered such indignities to the person as alleged in said Complaint, despite the fact that the testimony of Faye Kramer and other witnesses indicated that Ivan R. Kramer was keeping company with Mrs. Hallman prior to the separation of the parties.

(2). Exception is also taken to the finding of the Master that the Plaintiff was not the injured and innocent spouse by the allegations of misconduct that took place subsequent to the time the grounds for divorce were proved.

BELL, SILBERBLATT & SWOOP
By


F. Cortez Bell,
Attorneys for Plaintiff

—Lap over margin—

Paul Beller Jr.
2961, ~~2962~~ Aug 15, 1962
Court of Common Pleas
of Clearfield County, Pennsylvania

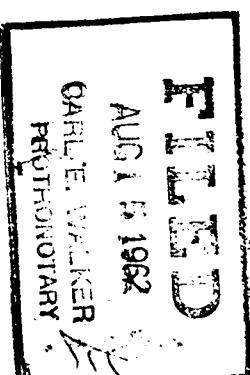
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 640 May Term, 1961

FAYE KRAMER

VS.

IVAN R. KRAMER

EXCEPTIONS TO MASTER'S REPORT



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

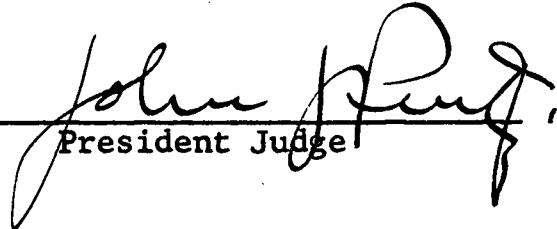
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA.

FAYE KRAMER :
: No. 640 May Term, 1961
-vs- :
: IN DIVORCE
IVAN R. KRAMER :
:

O R D E R

NOW, December 20, 1962, final opinion dismissing exceptions to Master's Report and confirmation of said Master's Report having been filed, and nothing contained therein concerning payment of the allowance of additional Master's fees, it is ORDERED AND DIRECTED and made a part of the Final Decree and be added thereto, that the final additional allowance of \$150.00 awarded the Master should be paid \$100.00 by the defendant, Ivan R. Kramer, and \$50.00 by Faye Kramer, the plaintiff.

BY THE COURT,



President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
No. 640 May Term, 1961

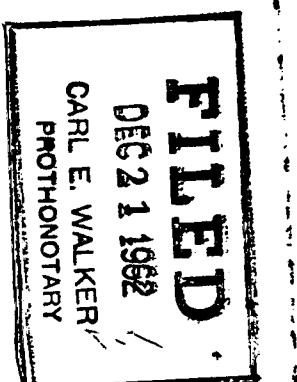
IN DIVORCE

FAYE KRAMER

-VS-

IVAN R. KRAMER

O R D E R



JOHN J. PENTZ
PRESIDENT JUDGE
CLEARFIELD, PENNSYLVANIA