

DOCKET NO. 174

Number	Term	Year
875	May	1961

Wolf Furniture Company

Versus

Mrs. Ruth Bennett

NO. *875* *July*
~~RECEIVED~~ TERM, 1961

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WOLF FURNITURE, COMPANY,
Plaintiff

VS.

S/R
Mrs. Ruth Bennett

FILED
11:15 AM 2067
AUG 28 1961

52
3 atty
WM. T. HAGERTY
PROTHONOTARY

PRECEIPE FOR APPEARANCE
PRECEIPE FOR CONFESSION OF
JUDGMENT+AVERMENT OF DEFAULT

M.L. Silberblatt
Bell, Silberblatt & Swoope
Attorneys at Law
Clearfield Trust Bldg.
Clearfield, Pennsylvania

EDWIN L. SNYDER
ATTORNEY AT LAW
SWARTZ BUILDING
PUNXSUTAWNEY, PA.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

WOLF FURNITURE COMPANY,
Plaintiff

vs.

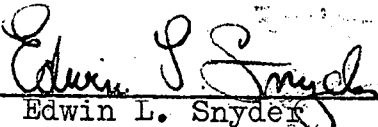
MRS. RUTH BENNETT,
Defendant


NO. 875 AUGUST TERM, 1961

PRAECIPE FOR APPEARANCE

TO THE PROTHONOTARY:

Enter our appearance for the defendant in the above
entitled matter.


Edwin L. Snyder
Attorney at Law
Swartz Building
Punxsutawney, Pa.


M.L. Silberblatt
Bell, Silberblatt & Swoope
Clearfield Trust Building
Clearfield, Pa.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

WOLF FURNITURE COMPANY,
Plaintiff

vs.

NO.

AUGUST TERM, 1961

MRS. RUTH BENNETT,
Defendant

AVERMENT OF DEFAULT

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF JEFFERSON

Carmen J. Terrizzi, being duly sworn according to law, deposes and says that he is the manager of the Wolf Furniture Store located at 307 East Mahoning Street, Punxsutawney, Pennsylvania, and makes this Affidavit on behalf of the Wolf Furniture Company, being authorized to do so; that the defendant, Mrs. Ruth Bennett, herein, entered into the attached contract of bailment, dated October 25, 1960; that she defaulted in the payment of \$60.00 due on March 25, 1961, and has remained in default until the present, whereupon, under the terms of the said contract of bailment, the entire balance of principal debt became due and payable immediately, together with interest thereon as provided by said contract of bailment.

Deponent further avers and says that he is well acquainted with the defendant, Mrs. Ruth Bennett, and of his own personal knowledge, knows that she resides at Mahaffey, Clearfield County, Pennsylvania; and that she is not now in the military or naval services of the United States or its allies or otherwise within the provisions of the Soldier's and Sailor's Civil Relief Act of 1940 and its amendments.

Carmen J. Terrizzi
Carmen J. Terrizzi

Sworn and subscribed to before me this 18 day of August, 1961.

Eleanor Leas Snyder
Notary Public

Punxsutawney, Jefferson County, Pa.
My Com. Expires: Jan. 7, 1965

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

WOLF FURNITURE COMPANY,
Plaintiff

vs.

MRS. RUTH BENNETT,
Defendant

NO. AUGUST TERM, 1961

PRAECIPE FOR CONFESSION OF
JUDGMENT

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Enter our appearance for the defendant in the above case, it appearing that she defaulted in payment of rent due under a certain contract of bailment dated October 25, 1960. The original of which contract of bailment is attached hereto. Judgment is hereby confessed in favor of the plaintiff, and against Mrs. Ruth Bennett, the defendant, and all rights of exemption, inquisition, appraisement, and condemnation, etc. are hereby waived according to the terms of the warrant, by virtue of the power of attorney so to do, contained in said contract of bailment. Assess damages as follows:

Rent due as aforesaid	\$1267.03
Attorney's commission	126.70
Cost of suit	3.50
Interest charge	117.00

Total \$1514.23

Edwin L. Snyder
Edwin L. Snyder
Attorney at Law
Punxsutawney, Pa.

M. L. Silberblatt
M. L. Silberblatt
Bell, Silberblatt & Swoope
Attorneys at Law
Clearfield, Pa.

August , 1961

AND NOW, August 28, 1961, judgment is entered against the defendant and in favor of the plaintiff, and damages are assessed as above in the sum of \$1514.23.

William T. Hagerty
Prothonotary

CONTRACT OF BAILMENT WITH WOLF FURNITURE COMPANY, BALLOO
WITNESSETH: THAT, WHEREAS, WOLF FURNITURE COMPANY

(hereinafter called Bailor), has this day delivered to me Mrs. Ruth Bennett

of Wm. Pa. Panna.
 (Street Address) (City)

and I, said Bailor, hereby acknowledge of having and receiving the same in good condition and as represented), upon the following terms and conditions:

1. I agree to pay the Bailor for the use, rental, and interest on said merchandise, the sum of \$1727.40 as follows:
 \$ 200.00 upon signing this contract and \$ 60.00 each month, in the amount of money thereof, until the full amount is paid.

Bailor further agrees as follows:
 To keep goods in good condition, wear and tear excepted. Upon violation of any term of this contract to permit Bailor or agents of same to enter premises where goods are located and take possession of same, and to use such summary force as may be necessary, without any right of action on the part of the Bailor or any person holding such goods against the Bailor, or his agents, for so taking possession of goods. Upon failure to pay rentals when due to deliver up possession of goods immediately. Upon default in payment of rental or violation of any term of this agreement, the Bailor hereby authorizes any attorney of any Court of Record to appear for said Bailor, and with or without judgment that, unless judgment is given in favor of Bailor and against the Bailor, for the full amount of rental due and owing; hereby waiving all rights of exemption, litigation, appointment, and condemnation, together with costs of suit, attorney's compensation of ten per cent and expenses from date suit is due. And I further agree, and hereby authorize the issuance of a writ of Fieri Facias, and hereby authorizing the sale of said goods and all real estate upon such writ of Fieri Facias and direct the Probationary to note my said voluntary condemnation upon said writ of Fieri Facias. This assignment of judgment is optional with the Bailor and does not pass title for said merchandise from Bailor to Bailor.

Goods subsequently purchased by the same Bailor may be added to this lease and made a part and parcel thereof and subject to all conditions thereof.

The Bailor agrees that the Bailor's negligence or waiver of any number of defaults shall not constitute a waiver of subsequent defaults. The Bailor agrees that the said merchandise shall be maintained free and clear of all liens, taxes, and encumbrances, and that I will use the property in a careful and prudent manner, and that I will not sell or lease the said property, or part thereof, or part with the merchandise thereof, without the written consent of the Bailor first had and obtained.

No transfer, removal, retention, or assignment of this contract, or any interest hereunder by the Bailor, or his agent, or assignment of the property shall release the Bailor from his obligations hereunder; and any assignment shall be void as to all of the rights of the Bailor.

It is further mutually understood and agreed by and between the parties herein named that this writing constitutes the entire contract between the parties, and all previous conversations, understandings, and representations shall be considered null and void. There have been no oral agreements or promises made by either party to vary, contradict, alter, amend, or change any of the provisions of this contract. There have been no oral agreements or promises made by either party to vary, contradict, alter, amend, or change any of the provisions of this contract. There have been no oral agreements or promises made by either party to vary, contradict, alter, amend, or change any of the provisions of this contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25 day of October 1960 A. D.

Given in the presence of
Samuel Smith Barthelme B. Brown, Att.
 (Witness) (Bailor)

DATE	DESCRIPTION	AMOUNT	DATE	DESCRIPTION	AMOUNT
10/29/60	1-87 3pc Bennett	279.95	2/25/61	9'x25' Wht & Black	37.75
1-3pc No.	Bennett	279.95		Saniran C.C.	2.28
1-Vanity Lamp-Maidrie	M. C.		Sam		46.58
2-seats 4/6 Simmons Spa. Mtkn.					
4 Box Springs		159.95			
1-set 10" Bunka-Gluek-Cott	M. C.	79.00			
1-Old Gluek Maple Chest		51.95			
2-White Gossip Benches		39.90			
2pc 8-122-8 Rose Suite		299.95			
3pc. pulled tables-2-lamps	M. C.				
3pc Big Boy Bk. Set.		199.95			
1p					
1pc 9x3 Saniran Spatter		46.70			
1 Coffine Rocker		19.95			
		1610.40			
	W.C.	117.00			
11/22/60	1010 Suraka Vaco.	89.95			
	Cleaner 9% C.C.	8.10			
Sam		98.05			

I hereby certify this to be a true and
 attested copy of the original statement
 made in this case.
Prothonary.

I hereby certify this to be a true and
attested copy of the original statement
filed in this case.
Attest: Wm. T. Hagerty
Prothonotary.