

A-CD
FIELD BUILDERS WHOLESALE -vs- CORNERSTONE BUILDERS et al

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

46TH

NOTICE OF APPEAL

FROM

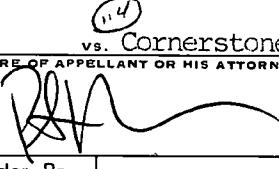
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-291-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT	& Susan		MAG. DIST. NO. OR NAME OF D.J.
Cornerstone Builders & Supplies, David Scott Bonsell	Bonsell	46-3-03	
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
3 Gardner Road	Tyrone	PA	16686
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
2/25/00	Certified Builders Wholesale		
CLAIM NO.	vs. Cornerstone Builders and Bonsell		
CV 19 0000029-00	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
LT 19			
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.			
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.			
Signature of Prothonotary or Deputy			

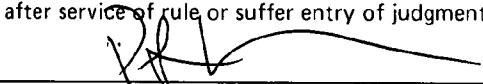
If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

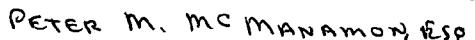
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Certified Builders Wholesale, appellee(s), to file a complaint in this appeal
(Name of appellee(s))
(Common Pleas No. 00-291-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or his attorney or agent

RULE: To Certified Builders Wholesale, appellee(s)
(Name of appellee(s))

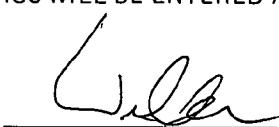

PETER M. MC MANAMON, ESQ.

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

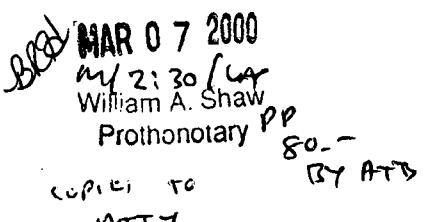
(3) The date of service of this rule if service was by mail is the date of mailing.

Date: MAR 7 2000



Signature of Prothonotary or Deputy

FILED


MAR 07 2000
MAY 21 30 2000
William A. Shaw
Prothonotary PP
80-
BY ATD
Copies to ATTY,

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19_____. *Signature of affiant*

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Meg. Distr. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA
Address: MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA
Telephone: (814) 345-6789

16847-0000

CORNERSTONE BUILD./SUSAN BONSELL
3 GARDNER ROAD
TYRONE, PA 16686

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CERTIFIED BUILDERS WHOLESALE
1212 WALTON ST.
PHILIPSBURG, PA 16866

DEFENDANT:

CORNERSTONE BUILD./SUSAN BONSELL, E
3 GARDNER ROAD
TYRONE, PA 16686

Docket No.: CV-0000029-00
Date Filed: 2/10/00



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTT

Judgment was entered for: (Name) CERTIFIED BUILDERS WHOLESALE

Judgment was entered against: (Name) CORNERSTONE BUILD./SUSAN BONSELL (83)

In the amount of \$ 3,310.99 on: (Date of Judgment) 2/25/00

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>3,242.99</u>
Judgment Costs	\$ <u>68.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>3,310.99</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

2/25/00 Date M. Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

AOPC 315-99

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-03

DJ Name: Hor.

MICHAEL A. RODELLA
Address: MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA
Telephone: (814) 345-6789

16847-0000

CORNERSTONE BUILD./SUSAN BONSELL
3 GARDNER ROAD
TYRONE, PA 16686

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

CERTIFIED BUILDERS WHOLESALE
1212 WALTON ST.
PHILIPSBURG, PA 16866

DEFENDANT:

VS.
CORNERSTONE BUILD./SUSAN BONSELL, 3
GARDNER ROAD
TYRONE, PA 16686

Docket No.: CV-0000029-00
Date Filed: 2/10/00



THIS IS TO NOTIFY YOU THAT:

Judgment: DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) CERTIFIED BUILDERS WHOLESALE

Judgment was entered against: (Name) CORNERSTONE BUILD./DAVID SCOTT

in the amount of \$ 3,310.99 on: (Date of Judgment) 2/25/00

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment Subject to
Attachment/Act 5 of 1998 \$ _____

Levy is stayed for _____ days or generally stayed.

Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ 3,242.99
Judgment Costs	\$ 68.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,310.99

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total \$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

2/25/00 Date Michael Rodella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

AOPC 315-98

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA
Address: MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA

Telephone: (814) 345-6789

16847-0000

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

2
NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

CERTIFIED BUILDERS WHOLESALE
1212 WALTON ST.
PHILIPSBURG, PA 16866

NAME and ADDRESS

DEFENDANT:

CORNERSTONE BUILD./SUSAN BONSELL, E
3 GARDNER ROAD
TYRONE, PA 16686

NAME and ADDRESS

Docket No.: CV-0000029-00
Date Filed: 2/10/00



00-291-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTE

Judgment was entered for: (Name) CERTIFIED BUILDERS WHOLESALE

Judgment was entered against: (Name) CORNERSTONE BUILD./SUSAN BONSELL

in the amount of \$ 3,310.99 on: (Date of Judgment) 2/25/00

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed. _____

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>3,242.99</u>
Judgment Costs	\$ <u>68.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>3,310.99</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

FILED
01/22/2000
MAR 15 2000

William A. Shaw

Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

2/25/00 Date M. R. RudeLL, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

3/14/00 Date M. R. RudeLL, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA
Address: MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA

Telephone: (814) 345-6789

16847-0000

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS
CERTIFIED BUILDERS WHOLESALE
1212 WALTON ST.
PHILIPSBURG, PA 16866

VS.

DEFENDANT: NAME and ADDRESS
CORNERSTONE BUILD./SUSAN BONSELL, E
3 GARDNER ROAD
TYRONE, PA 16686

Docket No.: CV-0000029-00
Date Filed: 2/10/00



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) CERTIFIED BUILDERS WHOLESALE

Judgment was entered against: (Name) CORNERSTONE BUILD./DAVID SCOTT

in the amount of \$ 3,310.99 on: (Date of Judgment) 2/25/00

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

Levy is stayed for _____ days or generally stayed.

Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>3,242.99</u>
Judgment Costs	\$ <u>68.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>3,310.99</u>

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

2/25/00 Date M. Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

3/14/00 Date M. Rudella, District Justice

My commission expires first Monday of January,

2006

SEAL

(3)

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

CIVIL ACTION - LAW

CERTIFIED BUILDERS WHOLESALE, *
* No. 00- 291-CD
Plaintiff *
*
* vs. *
* TYPE OF CASE:
DAVID SCOTT BONSELL AND SUSAN *
BONSELL, his wife * Civil Action
i/a/t/d/b/a, CORNERSTONE *
BUILDERS AND SUPPLIES, *
*
* Defendants * TYPE OF PLEADING:
* Complaint
*
*
* FILED ON BEHALF OF:
* Plaintiff
*
*
*
* COUNSEL OF RECORD FOR THIS
PARTY:
* David R. Thompson, Esquire
* Supreme Court I.D. 73053
* THOMPSON LAW OFFICE
* P. O. Box 587
* Philipsburg, PA 16866
* (814) 342-4100

FILED

APR 06 2000

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

CERTIFIED BUILDERS WHOLESALE,	*
	* No. 00-291-CD
Plaintiff	*
	*
vs.	*
	*
DAVID SCOTT BONSELL AND SUSAN	*
BONSELL, his wife,	*
i/a/t/d/b/a CORNERSTONE BUILDERS	*
AND SUPPLIES,	*
	*
Defendants	*

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-3641


David R. Thompson, Esquire

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

CIVIL ACTION - LAW

CERTIFIED BUILDERS WHOLESALE,	*
	* No. 00-291-CD
Plaintiff	*
	*
vs.	*
	*
DAVID SCOTT BONSELL AND SUSAN	*
BONSELL, his wife,	*
i/a/t/d/b/a CORNERSTONE BUILDERS	*
AND SUPPLIES,	*
	*
Defendants	*

COMPLAINT

AND NOW, comes the Plaintiff, by and through its Attorney, David R. Thompson, files this Complaint against the Defendants of which the following are averments of fact:

1. Plaintiff ***CERTIFIED BUILDERS WHOLESALE*** is a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with an office and place of business at 1212 Walton Street, Clearfield County, Philipsburg, Pennsylvania, 16866.
2. Defendants, ***DAVID SCOTT BONSELL AND SUSAN BONSELL***, his wife, i/a/t/d/b/a ***CORNERSTONE BUILDERS AND SUPPLIES***, are individuals whose last known address was #3 Gardner Road, Tyrone, Pennsylvania 16686.
3. Defendant ***CORNERSTONE BUILDERS AND SUPPLIES*** is believed to be an incorporated business association owned and operated by the Defendants, Susan R. Bonsell and

David Scott Bonsell, her husband.

4. At all times material hereto Plaintiff was engaged in the operation of a wholesale building supply store at 1212 Walton Street, Philipsburg, Pennsylvania, 16866.

5. Defendant purchased building materials from the Plaintiff for use in his trade, business or occupation of being a General Building Contractor, and charged said purchases to the account of **CORNERSTONE BUILDERS AND SUPPLIES**.

6. Defendant has failed and refused and continues to fail and refuse to pay the balance of the account due despite Plaintiff's repeated requests to do so.

7. The remaining balance of the account as of March 24, 2000 is \$8,096.99, as shown on the Statement of Account, a photocopy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

8. The interest on this account pursuant to the Credit Agreement has continued to be added to the principal in the amount of 1.5% per month from August 25, 1999. A true and correct copy of the Credit Agreement is attached hereto and made a part hereof as Exhibit "B". The contract allows for the addition of reasonable attorney's fees.

9. On or about February 25, 2000, Mr. David Scott Bonsell signed a contractual agreement stating that he would begin payment on account at which time a check in the amount of \$3,500.00 was given as a good faith payment on the debt only to be returned for insufficient funds.

10. Plaintiff acknowledges a payment by Defendant by Cashier's Check dated March 27, 2000 in the amount of \$5,000.00, bringing said balance owed to \$3,096.99.

11. The Plaintiffs have had to hire legal counsel to assist them in the prosecution of this action, and is paying said counsel at the rate of \$75.00 per hour. Plaintiff prays for an award of

counsel fees in his Court's discretion, as shall be determined by a hearing.

COUNT I - BREACH OF CONTRACT

CERTIFIED BUILDERS WHOLESALE

VS.

***SUSAN BONSELL AND DAVID SCOTT BONSELL, WIFE & HUSBAND
I/T/D/B/A CORNERSTONE BUILDERS & SUPPLIES***

Paragraphs 1 through 11 are incorporated by reference as though the same were set forth at length therein.

12. Defendants received goods from Plaintiff on credit pursuant to the contract attached in Exhibit "C" in the amount of \$8,096.99, which includes contractual interest through March 24, 2000.

13. Plaintiff has requested on numerous occasions that Defendants pay said contractual amount, but Defendants have failed and refused and continue to fail and refuse to pay said amount in full pursuant to the contract.

14. On March 27, 2000, Defendants provided Plaintiff with a check in the amount of \$5,000.00 to be paid on said account.

15. Defendants have failed to pay the balance of \$3,096.99, despite having received goods from the Plaintiff.

16. Defendants are in breach of a contract as the balance of \$3,096.99, remains due and owed the Plaintiff.

WHEREFORE, Plaintiff demands judgment to be entered in its favor and against the Defendants, jointly and severally, in the amount of \$3,096.99, plus interest at the rate of eighteen (18%) percent per annum ongoing, plus costs and suit and reasonable attorney's fees.

COUNT II - QUANTUM MERUIT

CERTIFIED BUILDER WHOLESALE, INC.
VS.

SUSAN BONSELL AND DAVID SCOTT BONSELL, WIFE & HUSBAND
I/T/D/B/A CORNERSTONE BUILDERS & SUPPLIES

Paragraphs 1 through 16 are incorporated by reference as though the same were set forth at length therein.

17. Defendants have received goods from the Plaintiff on credit amount to a total purchase price of \$8,096.99.

18. Despite being requested to do so, the Defendants have failed to pay the said balance in full although they have already received the goods in question.

19. The fair market price for said goods received from the Defendants and owed to the Plaintiff is the agreed upon contract price of \$8,096.99, less the \$5,000.00 received on March 27, 2000 bringing the balance due to \$3,096.99.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendants jointly and severally in the amount of \$3,096.99, plus costs of suit.

COUNT III - UNJUST ENRICHMENT

CERTIFIED BUILDER WHOLESALE, INC.
VS.

SUSAN BONSELL AND DAVID SCOTT BONSELL, WIFE & HUSBAND
I/T/D/B/A CORNERSTONE BUILDERS & SUPPLIES

Paragraphs 1 through 19 are incorporated by reference as though the same were set forth at length therein.

20. Defendants have received goods from the Plaintiff on credit with a value of \$3,096.99.

21. Plaintiff has requested that the Defendants pay said amount, but Defendants have failed to do so.

22. Defendants have been unjustly enriched by having the benefit of receiving the goods without paying Plaintiff for them.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against the Defendants joint and severally in the amount of \$3,096.99, plus costs of suit.

COUNT IV - ATTORNEY'S FEES

CERTIFIED BUILDER WHOLESALE, INC.

VS.

***SUSAN BONSELL AND DAVID SCOTT BONSELL, WIFE & HUSBAND
I/T/D/B/A CORNERSTONE BUILDERS & SUPPLIES***

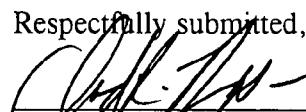
Paragraphs 1 through 22 are incorporated by reference as though the same were set forth at length therein.

23. The written contract attached hereto in Exhibit "B" provides for the payment of reasonable attorney's fee in collection matters.

24. Plaintiff has had to hire legal counsel to assist him in the prosecution of this action and is paying said counsel at a rate of \$75.00 per hour.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in its favor and against the Defendant jointly and severally for the payment of reasonable attorney's fees to be determined by hearing of the Court.

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Plaintiff

CERTIFIED BUILDERS WHOLESALE

1212 WALTON STREET
 PHILIPSBURG PA 16866
 (814) 342-6540

3/24/2000

 * STATEMENT *

Your account number
 is: BONSC 0

SUSAN BONSELL
 CORNERSTONE BUILDERS & SUPPLY
 #3 GARDNER ROAD
 TYRONE PA 16686

Reference Date	Reference Number	Payments on ORDERS	INVOICES
2/26/00	BEGINNING BALANCE	7977.23	
2/29/00	D# 35797 Check # 2597 02/25/0	-3500.00 NPS	
3/24/00	I# 48546 Finance Charge.		
3/24/00	ENDING BALANCE		
		<u>87,977.23</u>	
		<u>119.76</u>	
		<u>8,096.99</u>	
		<u>- 5,000.00</u> recd 3/27	
		<u>3,096.99</u>	

CURRENT	30 DAY	60 DAY	90 DAY	120 DAY	TOTAL DUE
171.16		324.03	298.29	3739.68	4533.16

MAILED
7/1/97

CERTIFIED BUILDERS WHOLESALE, INC.

1212 Walton Street, Phillipsburg, PA 16866 (814) 342-6540 FAX- (814) 342-4417



APPLICATION FOR CREDIT

Date: 5/15/97

Company Name: CornerStone Builders & Supplies

Address: 3 Gardner Rd Tyrone Pa Phone: 1684-5011

City: Tyrone State: Pa Zip: 16686

BUSINESS TYPE:

Sole Proprietorship Partnership Corporation in state of _____

Social Security Number 115 422125 NO. of years in business 2 Business yes.

Individual responsible for payment: Susan R Bonsell

Owner(s) or Officers

Title

Address

Phone

Susan R Bonsell Owner 3 Gardner Rd 1684-5011

Name: _____ REFERENCE: _____

Name: _____

Address: _____

Phone: 142-9031

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: 238-3311

Bank: _____

City & Phone: _____

Bank Officer: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: 238-1181

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: 946-0406

Bank: 100 Main Street, Allentown, PA 18101

City & Phone: 914-604-0406

Bank Officer: Kathy Steigles

OFFICE USE ONLY:

Credit checked on: _____ Checked by: _____ Credit Approved on: _____ Sent Letter on: _____

Parties hereby agree that all purchases made is subject to the following terms and conditions:

1. The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from Certified Builders Wholesale, Inc. are payable at 1212 Walton St., Philipsburg, P. A. 16866.
2. The undersigned purchaser hereby agrees to pay services charges on accounts over 30 days old. These service charges will accrue at the rate of 1 1/2% per month (18% per A.P.R.).
3. The undersigned purchaser agrees to pay, in the event his account becomes delinquent and is turned over to any attorney for collection, reasonable attorney's fees plus all court and attendant collection costs.
4. The parties hereby acknowledge that the goods and/or services purchased from Certified Builders Wholesale, Inc. are not payable in installments, but are payable in full as stated herein.

The above information is complete and accurate to the best of my knowledge and I agree to the above terms and conditions.

PERSONAL GUARANTEE OF AN ACCOUNT

For valuable consideration, the receipt whereof is hereby acknowledge and to induce any of the above entities, subsidiaries branches and divisions now existing or hereafter created and their successors and assigns (hereafter collectively referred to as the "Seller"), at any time or from time to time to make advances or loans or otherwise to give credit to

and its subsidiaries, parent, affiliates branches, divisions now existing or hereafter created and their successors and assigns (hereafter collectively referred to as the "Buyer"), the undersigned individually and if plural, jointly and severally, hereby personally and unconditionally guarantee(s) the payment of any kind and all bills for merchandise to be sold by the Seller to the said Buyer.

This is a continuing guarantee and shall cover and apply to all transactions entered into by the Buyer prior to termination of this guarantee by any of the undersigned as provided below but no such termination shall affect any obligations of any of the undersigned pursuant to this guarantee existing at the time of such termination and any termination by one of the undersigned shall not affect the continuing obligations hereunder of such of the undersigned as do not give such notice of termination.

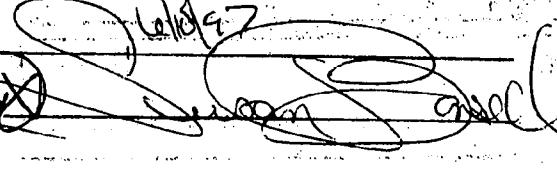
The undersigned expressly agrees that this guarantee shall be in no way affected by any extensions of time to make payment and/or the acceptance by the seller of bills, checks and other instruments for payment of money and/or extensions or renewals thereof. Each of the undersigned hereby waives any and all surety ship defenses and defenses in the nature thereof and agrees that the Seller may deal with the Buyer in such manner as the Seller may determine and without in any way affecting the liability hereunder of any of the undersigned. In addition, if the Buyer is unable to pay for the merchandise sold to it by the Seller, the Seller may bring immediate suit on this guarantee against the guarantor or guarantors without exhausting its remedies against the Buyer and without first giving notice of the Buyers failure to pay.

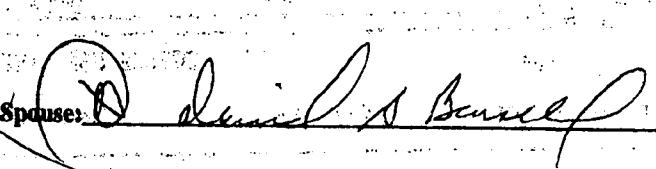
In the event of bankruptcy, the filing of a Proof of Claim shall not prejudice the rights of the Seller to proceed under the terms of this guarantee. In the event that any claim arising from the sale of merchandise is referred by the Seller to an independent attorney or collection agency, then the guarantor or guarantor's agree that in addition to any amounts owed, that they will pay as a collection fee, 33 1/3% of the amount due and owing, which the said guarantor agrees is reasonable.

The undersigned may at any time terminate this guarantee by giving 10 days notice in writing to the Seller By Registered Mail sent to the Sellers office whereupon liability of the undersigned shall terminate as to the deliveries made subsequent to the expiration of said 10 day period. It shall nevertheless continue in full force as to all deliveries made at any time prior to the expiration of said 10 day period.

It is further agreed that this guarantee shall continue notwithstanding any change in organization, corporate setup of partnership change unless the Seller receives notice of such change at least (5) days prior to the delivery of any merchandise and that this guarantee shall be binding upon the heirs, personal representatives, estates, successors and assigns of each of the undersigned.

Date: 10/10/97

Owner: 

Spouse: 

Certified Builders Wholesale, Inc.

1212 Walton Street
Philipsburg, PA 16866
Phone - (814) 342-6540 Fax - (814) 342-4417



DATE: June 26, 1997

CREDIT DEPARTMENT:

Degol Bro. Lumber

[REDACTED]

It will be appreciated if you will advise us in confidence your experience with:

CornerStone Builders & Supplies
Scott & Susan Bonsell
3 Gardner Road
Tyrone, Pa 16686

LEDGER EXPERIENCE:

SOLD SINCE	1995
TERMS	10% following month
MAXIMUM CREDIT EXTENDED	1500 -
TOTAL AMOUNT NOW OWING	500 -
AMOUNT PAST DUE	- 0 -
NUMBER OF DAYS PAST DUE	- 0 -

COMMENTS

Scott sometimes runs a little
late is job runs over. but
he has always paid up.

MANNER OF PAYMENT:

<input checked="" type="checkbox"/>
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DISCOUNTS

PROMPT & SATISFACTORY
 DAYS SLOW BUT COLLECTIBLE
 DAYS SLOW & UNSATISFACTORY
 RETURNED CHECKS
 ACCOUNT SECURED OR GUARANTEED
 NOTES PAID AT MATURITY
 COLLECTED BY ATTORNEY

Yours Truly,

Connie Bainey

Certified Builders Wholesale, Inc.

1212 Walton Street
Phillipsburg, PA 16866

Phone - (814) 342-6540 Fax - (814) 342-4417



DATE: June 26, 1997

CREDIT DEPARTMENT:

Lezzer Lumber

It will be appreciated if you will advise us in confidence your experience with:

CornerStone Builders & Supplies
Scott & Susan Bonsell
5 Gardner Road
Tyrone, Pa 16686

LEDGER EXPERIENCE:

SOLD SINCE	9 months
TERMS	NET 30
MAXIMUM CREDIT EXTENDED	1628
TOTAL AMOUNT NOW OWING	0
AMOUNT PAST DUE	0
NUMBER OF DAYS PAST DUE	0
COMMENTS	

MANNER OF PAYMENT:

DISCOUNTS	
<input checked="" type="checkbox"/>	PROMPT & SATISFACTORY
<input type="checkbox"/>	DAYS SLOW BUT COLLECTIBLE
<input type="checkbox"/>	DAYS SLOW & UNSATISFACTORY
<input type="checkbox"/>	RETURNED CHECKS
<input type="checkbox"/>	ACCOUNT SECURED OR GUARANTEED
<input type="checkbox"/>	NOTES PAID AT MATURITY
<input type="checkbox"/>	COLLECTED BY ATTORNEY

Yours Truly,

Connie Bahay

THIS INFORMATION IS GIVEN IN CONFIDENCE
AT YOUR REQUEST AND WITH NO LIABILITY
ON OUR PART.

LEZZER LUMBER - CREDIT DEPT.

JUN 27 1997

CERTIFIED BUILDERS WHOLESALE, INC.

1212 Walton St., Philipsburg, PA 16866 • (814) 342-6540 • Fax (814) 342-4417



July 7, 1997

Corner Stone Builders & Suppliers
Scott & Susan Bonsell
3 Gardner Road
Tyrone, PA 16686

Dear Mr. & Mrs. Bonsell,

Your recent request for open account privileges is acknowledged with appreciation.

We are pleased to advise your application for credit has been accepted. Your credit limit will be \$3,000.00. Our terms are the 10th of the month, unless otherwise specified. EX: What we bill out at the end of July is due by the 10th of August. A service charge is made at the rate of 1.50% per month on all items 30 days old.

We Thank You for your interest and look forward to serving you.

Sincerely,

Certified Builders Wholesale, Inc.

VERIFICATION

Plaintiff verifies that the statements made in this Complaint are true and correct to the best of its knowledge, information and belief. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

CERTIFIED BUILDERS WHOLESAL

By: 
John R. Bumgarner

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

CIVIL DIVISION

CERTIFIED BUILDERS WHOLESALE,

*

*

PLAINTIFF

*

No. 00-291-CD

*

vs.

*

TYPE OF PLEADING:

Certificate of Service

*

DAVID SCOTT BONSELL AND SUSAN
BONSELL, his wife, i/a/t/d/b/a,
CORNERSTONE BUILDERS AND SUPPLIES,

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION

CERTIFIED BUILDERS WHOLESALE,

*

*

PLAINTIFF

* NO. 00-291-CD

VS.

*

*

DAVID SCOTT BONSELL AND SUSAN

*

BONSELL, his wife, i/a/t/d/b/a

*

CORNERSTONE BUILDERS AND SUPPLIES,

*

*

*

DEFENDANTS

*

*

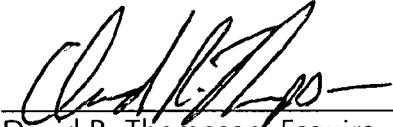
CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, DAVID R. THOMPSON, ESQUIRE, hereby certify that I have served a true and correct, certified copy of the **COMPLAINT** in the above captioned matter on the following by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Peter M. McManamon, Esquire
HENRY, CORCELIUS, GATES GILL & ODY
200 Penn Street
Huntingdon, PA 16652

Dated: 4-6-00



David R. Thompson, Esquire
Attorney for Plaintiff

FILED

APR 13 2000
O 10:53 AM
William A. Shaw
Prothonotary

cc
JES

HENRY, CORCERLIUS, GATES, GILL & O'DY

ATTORNEYS AT LAW

HUNTINGDON, PA. 16652

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

CERTIFIED BUILDERS WHOLESALE, : NO. 00-291-CD
Plaintiff :
:
vs. :
:
DAVID SCOTT BONSELL and :
SUSAN BONSELL, his wife, :
i/a/t/d/b/a CORNERSTONE :
BUILDERS AND SUPPLIES, :
Defendants :

A N S W E R

AND NOW, come the Defendants, by and through counsel, and file the within
Answer to Plaintiff's Complaint:

1. Paragraph 1 is admitted.
2. Paragraph 2 is denied as stated. By way of further response, Defendants aver that David Scott Bonsell and Susan Bonsell are adult individuals residing at 3 Gardner Road, Tyrone, Pennsylvania 16686. Cornerstone Builders and Supplies is a Pennsylvania corporation organized and existing under the laws of the Commonwealth of Pennsylvania. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

FILED

MAY 11 2000

William A. Shaw
Prothonotary

3. Denied as stated. By way of further response, Defendants aver that Cornerstone Builders and Supplies, Inc. is a Pennsylvania corporation organized and existing under the laws of the Commonwealth of Pennsylvania. The sole officer and member of the corporation is Susan Bonsell.

4. Admitted.

5. Denied as stated. By way of further response, Defendants aver that at all times relevant hereto Cornerstone Builders and Supplies, Inc. purchased the materials and supplies from the Plaintiff. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

6. Denied as stated. By way of further response, Defendants aver that the Defendant Cornerstone Builders and Supplies, Inc. has made numerous payments on its account balance with the Plaintiff.

7. Denied as stated. By way of further response, Defendants aver that the account balance stated is inaccurate and that Plaintiff has failed to give proper credit for payments made. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

8. Denied as stated. By way further, Defendants aver that the Plaintiff's calculation of interest due has not properly taken into account payments made by the Defendant. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

9. Denied as stated. By way of further response, Defendants aver that in order to make claim under a contractual agreement, the writing which supports said

agreement must be attached to the Complaint. Plaintiff has failed to attach the purported agreement to the Complaint. Accordingly, the Plaintiff's allegation is denied and strict proof thereof is demanded at time of trial.

10. Denied as stated. By way of further response, Defendants aver that the outstanding balance stated by Plaintiff is incorrect and that Plaintiff has failed to properly account for payments made by the Defendant.

11. Denied. Plaintiff is not entitled to attorney's fees by agreement, statute or otherwise. Accordingly, Plaintiff's allegation is denied and strict proof thereof is demanded at time of trial.

**Count I
Breach of Contract**

**Certified Builders Wholesale vs.
Susan Bonsell and David Scott Bonsell, wife and husband,
i/t/d/b/a Cornerstone Builders & Supplies**

12. Denied as stated. By way of further response, Defendants aver that Cornerstone Builders & Supply, Inc. received the materials and/or supplies from Plaintiff. Furthermore, the amount of the value of the supplies stated by Plaintiff is in dispute. Accordingly, the same is deemed denied and strict proof thereof is demanded at time of trial.

13. Denied as stated. By way of further response, the Defendants aver that the Defendants have made payments on the aforesaid account. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

14. Admitted.

15. Denied. Plaintiff's statement of the amount due is in dispute. Plaintiff has failed to give proper credit for payments made. Accordingly, the same is deemed denied and strict thereof is demanded at time of trial.

16. Paragraph 16 states a conclusion of law to which no reply is necessary. Nevertheless, if a reply is deemed necessary, the same is deemed denied and strict proof thereof is demanded at time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court to set a hearing regarding this matter in order to determine the appropriate amount due and owing on the dispute account.

**Count II
Quantum Meruit**

**Certified Builders Wholesale, Inc. vs.
Susan Bonsell and David Scott Bonsell, wife and husband,
i/t/d/b/a Cornerstone Builders & Supplies**

17. Denied as stated. By way of further response, Defendants aver that Cornerstone Builders and Supply, Inc. received material and/or supplies from the Plaintiff. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

18. Denied as stated. By way of further response, Defendants aver that Cornerstone Builders and Supply, Inc. have in fact made payments on the disputed account. Further, more strict proof of Plaintiff's allegation is demanded at time of trial.

19. Denied as stated. By way of further response, Defendants aver that the outstanding amount due is in dispute, and according the same is deemed denied and strict proof of Plaintiff's allegation is demanded at time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court to schedule a hearing in order to determine the appropriate balance on the disputed account.

**Count III
Unjust Enrichment**

**Certified Builder Wholesale, Inc. vs.
Susan Bonsell and David Scott Bonsell, wife and husband,
i/t/d/b/a Cornerstone Builders & Supplies**

20. Denied as stated. By way of further response, Defendants aver that Cornerstone Builders and Supply, Inc. has received materials and/or supplies from the Plaintiff. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

21. Denied as stated. By way of further response, Defendants aver that the amount that the Plaintiff believes to be outstanding on the account is being disputed by the Defendants. Accordingly, the same is deemed denied and strict proof of Plaintiff's allegation is demanded at time of trial.

22. Denied as stated. By way of further response, Defendant avers that Cornerstone Builders and Supply, Inc. received the materials and/or supplies from the Plaintiff. Susan Bonsell and David Scott Bonsell received no supplies from Plaintiff. Furthermore, strict proof of Plaintiff's allegation is demanded at time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court to schedule a hearing on the within matter so that the amount of the outstanding balance on the disputed account may be appropriately determined.

**Count IV
Attorney's Fees**

**Certified Builder Wholesale, Inc. vs.
Susan Bonsell and David Scott Bonsell, wife and husband,
i/t/d/b/a Cornerstone Builders & Supplies**

23. Paragraph 23 of Plaintiff's Complaint states a conclusion of law to which no reply is necessary. Nevertheless if a reply is deemed necessary, the same is deemed denied and strict proof of Plaintiff's allegation is demanded at time of trial.

24. After reasonable investigation, Defendants are without sufficient information and/or knowledge to form a belief as to the truth or falsity of the averments contained in paragraph 24 of Plaintiff's Complaint. Accordingly, the same is deemed denied and strict proof of Plaintiff's allegation is demanded at time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court to schedule a hearing on the within matter so that the appropriate amount of the outstanding balance on the disputed account can be determined.

Respectfully submitted,

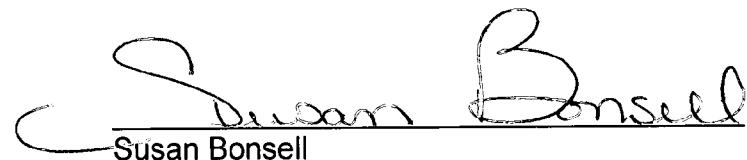
HENRY CORCELIUS GATES GILL & ODY



Peter M. McManamon
Supreme Court ID No. 43235
200 Penn Street
Huntingdon, PA 16652
814/643-2460
Attorney for Defendants

UNSWORN VERIFICATION

I, Susan Bonsell, a Defendant herein, hereby verify that the statements made in the foregoing Answer are true and correct to the best of my knowledge, information and belief. I understand that false statements made herein are subject to the penalties of 18 Pa CS Section 4904 relating to unsworn falsification to authorities.

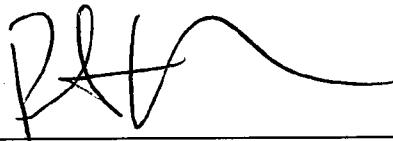


Susan Bonsell
Susan Bonsell

CERTIFICATE OF SERVICE

A certified, true and correct copy of the foregoing Answer was served on counsel for Plaintiff, David R. Thompson, Esquire, by sending same first class mail, postage prepaid on **May 10, 2000** to the following address:

David R. Thomson, Esquire
308 Walton Street, Suite 4
Philipsburg, PA 16866



Peter M. McManamon



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

FILED

OCTOBER 29, 2004

OCT 29 2004

William S. Meholic
Prothonotary Clerk of Court

RE: 00-291-CD
Certified Builders Wholesale vs. David Scott Bonsell et al

Dear David R. Thompson, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that appears to read "David S. Meholic".

David S. Meholic
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

**CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830**

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MARCY KELLEY
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OCTOBER 29, 2004

RE: 00-291-CD

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By the Court,

A handwritten signature in black ink that appears to read "David S. Meholic".

David S. Meholic
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Certified Builders Wholesale

Vs.

00-291-CD

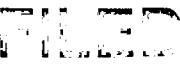
David Scott Bonsell et al

Termination of Inactive Case

This case is hereby terminated with prejudice
this 21st day of January, 2005, as per Rule 230.2



William A. Shaw
Prothonotary



JAN 21 2005

William A. Shaw
Prothonotary/Clerk of Courts