

00-691-CD
LARRY F. DICK -vs- JOSEPH L. ALTLAND et al

4
(19) LARRY F. DICK,
Plaintiff

vs.

(5)
(13) JOSEPH L. ALTLAND and
MARJORIE McDONALD,
Defendants


: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO: 00-691-CV
:
: CIVIL ACTION - LAW
:
:

NOTICE TO DEFEND

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 without you and a judgment may be entered against you by the court without further notice for any money claimed by the Complaint or for any other claims or relief requested by the Petitioner. 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
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641


Arthur S. Cohen, Esquire
I.D. No. 18548
Attorney for Plaintiff
COHEN & AXINN
P.O. Box 597
Hollidaysburg, PA 16648
(814) 695-5518

FILED

JUN 09 2000

William A. Shaw
Prothonotary

LARRY F. DICK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	CLEARFIELD COUNTY, PENNSYLVANIA
	:	
vs.	:	NO:
	:	
JOSEPH L. ATTLAND and	:	CIVIL ACTION - LAW
MARJORIE E. McDONALD,	:	
Defendants	:	

C O M P L A I N T

COMES NOW the Plaintiff, Larry F. Dick, by his attorney, Arthur S. Cohen, Esquire, of COHEN & AXINN, 1904 N. Juniata Street, P.O. Box 597, Hollidaysburg, Pennsylvania 16648 and brings this Complaint upon the following facts:

1. Plaintiff is **Larry F. Dick** is an adult individual who resides at Box 62, Barree, Pennsylvania 16615.

2. Defendant **Joseph L. Attland** is an adult individual who resides at R.R.1, Box 585 E, Osceolo Mills, Pennsylvania 16666.

3. Defendant **Marjorie E. McDonald** is an adult individual who resides at R.R.1, Box 585 E, Osceolo Mills, Pennsylvania 16666.

4. On October 29, 1999, the Plaintiff and Defendants entered into a contract for the construction of a log home, a copy of which is herein attached, incorporated by reference and marked as Exhibit "1".

5. Defendants received a loan from Keystone Bank which provided in addition to the above contract a schedule for draw, a copy of which is herein attached, incorporated by reference and marked as Exhibit "2".

6. Plaintiff performed work called for in accordance with the terms of the contract.

7. The Defendants were satisfied with the work and the work was approved by the bank.


8. The Defendants have refused to pay the Plaintiff until Defendants reform the contract.

9. The Defendants have failed to pay the amount of \$15,000 pursuant to the signed agreement but further owe the balance of the survey costs of \$1,000, the ground in the amount of \$2,500, log siding for the garage which was bought and paid for in the amount of \$900, \$130 for Marlin Weaver Engineering, \$150 to the West Decatur Township for the Perk application and \$300 for digging test tools for the Perk application.

WHEREFORE, the Plaintiff, Larry F. Dick, demands judgment against the Defendant for the sum of \$19,980 with interest from the date of May 1, 2000; attorney fees in the amount of 10% for collection, and costs of suit.

Respectfully submitted,

5/31/00
Date


Arthur S. Cohen, Esquire,
Attorney for Plaintiff
I.D. #18548

COHEN & AXINN
P.O. Box 597
Hollidaysburg, PA 16648

(814) 695-5518

VERIFICATION

I verify that the statements made in the foregoing Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date 5-31-00

Larry F. Dick
Larry F. Dick



J.V. MODULAR HOMES

MODULAR HOMES • BUILDER • P.O. BOX 320 • BOX 02 • Muncy, Pa. 17756 • Telephone 814-688-4106 • Fax 814-688-1334

PROPOSAL AND CONTRACT

TO: Joseph L. Altland
Marjorie E. McDonald
112 Front St.
Oceola Mills. 15666

DATE: September 16, 1999

PHONE: 814-339-7274

PROJECT: 24 x 36 Log Home and 24 x 28 2 x 6 garage with log siding.
crawl space for foundation, consisting of 10' block, 8" thick footer, 24" wide on house
and garage.

SPECIFICATIONS: As Per Exhibit A. Three bedroom 2 baths Log Home, with
attached garage 2 x 6 log siding.

SCOPE OF WORK:

WE PROPOSE TO FURNISH LABOR AND MATERIAL IN STRICT ACCORDANCE
WITH THE PLAN AND SPECIFICATIONS AS FOLLOWS

Pine Logs for Home and Pine tongue and groove siding

2 x 10 Floor joist

Petitioned walls will be pine wood

3/4 tongue and groove plywood

6 x 8 tongue and groove white pine logs

Scissor truss 24" on center

1 x 6 tongue and groove ceilings

4 x 8 beams in 1/2 of house 4' on center

1/2 area 4 x 8 beams 2 x 6 tongue and groove flooring on loft area

2 x 4 interior petitions

240 # shingles, felt and drip edge

Steps 2 x 12 riser. steps to loft 2 x 10

Railings across loft to steps, railing up the steps

Wenco Double pane windows as per print, three double windows and 5 singles

Insulated steel door

Kitchen Aristocrat as per plan, medium grade

Range Hood

Laminated countertop w/backsplashes

Double bowl stainless steel sink

Spigot and spray. Single Lever in Kitchen and Baths

Island in kitchen with laminated countertop

EXHIBIT "1"

New
10/29/99

MEM
JJa
MEM

Upstairs bathroom will include toilet and 1 pc. shower and tub, one piece vanity, medicine cabinet
Carpet and flooring \$1,500 allowance, vinyl flooring in Both Bath Rooms, in
living room and bedrooms, Dining Room, Kitchen (Pergo) flooring
Woodgrain doors and Trim all staining and painting is buyers responsibility
200 AMP main panel Box
PVC Drain and vents
Plumbing 1/2" copper, P.V.C. Drains
Standard Light package and bathroom fixture package, also wire for flood lights
on corners of porch roof.
Forced air oil furnace, If buyers decide on gas furnace buyer will pay difference
between oil to gas furnace.
40 gallon hot water heater, if buyer decides on gas buyer will pay difference between
electric to gas.

Garage:

JJa
MEM

2 x 6 walls, with insulation
Truss's 24" o.c.
1 Large garage door insulated 12'
2 stationary windows in front of garage
1-36" insulated door metal 2-lite exterior door
3 skylight 1 on loft side and 1 in back on left side, 1 skylight on right side.
5/8 o.s.b. board roof
15# felt paper
240# 20 year shingles
4" concrete floor
Log siding
Sliding Glass Door metal

PAID FOR THE TOTAL SUM OF CONDITIONS-----\$89,500.00

CONDITIONS:

It is understood and agreed that we shall not be held liable for any loss, damage or delays occasioned by fire, strike, or materials stolen after delivery upon premises, lock outs, acts of God, or the public enemy, accidents, boycotts, material shortage, disturbed labor conditions, delayed delivery of materials from seller suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies war or other causes beyond the reasonable control of seller, whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and upon conditions that the proposal will be accepted within thirty(30) days. Also general conditions which are standard for specialty contractors in the construction industry.

TERMS:

Payment to be made the value of Down Payment -----\$38,000.00
Home Under Roof----- \$30,000.00

Front Porch Finished with railing and step railing 8 ft, wide---- - 4,000.00
When House Finished as per contract----- 6,000.00
Garage Complete----- 4,500.00
Septic-----5,000.00
Well-----2,000.00

**THIS PROPOSAL IS SUBMITTED IN DUPLICATE. THE RETURN TO
US OF ONE COPY WITH YOUR SIGNATURE SHALL CONSTITUTE
A CONTRACT:**

SUBMITTED:
J.V. MODULAR HOMES

ACCEPTED:

BARRE, PA. 16611

BY Larry Dick
Larry Dick

BY Marjorie E. McDonald

Marjorie E. McDonald
BY Joseph L. Altland
Joseph L. Altland

Construction Loan Disbursement Schedule

REVISED 01/27/00 BJB

Loan # 74323-7

Borrower: Joseph L. Altland
Marjorie E. McDonald
112 Front Street
Ocoola Mills, PA 16666

Property Address: RR 1 Box 585
Ocoola Mills, PA 16666

Construction: J. V. Modular Homes
P.O. Box 323 Box 82
Muncy, PA 17756

... Required documents needed prior to any
Construction Disbursements:
X Fully Executed Contract and Spec
X Required Permits
X Filled Slip

68,500.00 Total Construction Cost
0.00 Borrower Deposit to Builder
0.00 Amount of Deposit to be Reimbursed by KPM
68,500.00 Net Construction Cost
92,000.00 Total KPM Mortgage
0.00 Required borrower investment
23,500.00 Total KPM Disbursements at Closing

	Required Draw	Funds Due From Borrower	Funds Due from KPM	Total Funds Disbursed by KPM
Draw 1A Deposit paid to Builder upon receipt of settlement package at KPM.	17,000.00	0.00	14,500.00	31,500.00
Draw 1 Paid when house is under roof.	14,500.00	0.00	32,500.00	70,500.00
Draw 2 Paid when front porch finished with railing & step mulling & R. white.	4,000.00	0.00	4,000.00	74,500.00
Draw 3 Paid when garage is complete.	4,500.00	0.00	4,500.00	79,000.00
Draw 4 Paid when septic is complete.	5,000.00	0.00	5,000.00	84,000.00
Draw 5 Paid when well is complete.	2,000.00	0.00	2,000.00	86,000.00
Draw 6 Paid when house is completed and ready for occupancy.	6,000.00	0.00	6,000.00	92,000.00
100.0%	68,500.00	\$0.00	68,500.00	92,000.00

Requesting Disbursement Funds:

The above schedule was established as a guideline for issuance of a check to cover the work completed. When construction has progressed to the point stipulated in the schedule, please call or write the Construction Loan Department and inspection will be ordered within 24 hours of your request. A qualified real estate appraiser will inspect the property and submit a written report. Upon receipt of the appraiser's written report, provided such report is satisfactory to Keystone Financial and further provided Borrower is then current with respect to all loan obligations, a check will be issued in accordance with paragraph 5 of the Construction Loan Agreement. Please notify us of any change in address in order to ensure prompt delivery of your check.

Any changes in the original plans and specifications must be noted on a Change Order and provided to Keystone Financial as soon as possible.

Keystone Financial Bank, N.A. doing business as Keystone Financial Mortgage assumes no responsibility for the construction to be performed, its quality or the compliance with the plans and specifications, and Borrower(s) are advised that any inspections as to the progress of the work is for the benefit of Keystone Financial only, and that inspection reports by inspectors of Keystone Financial are not certifications of compliance by the Contractor with the building specifications or of the quality of the work, nor are they intended as construction supervision.

We, the undersigned, acknowledge receipt of this disbursement schedule and agree to its terms.

Joseph L. Altland 1-31-00
Borrower Date

Harry Dick 1-31-00
Contractor Date

Marjorie E. McDonald 1-31-00
Borrower Date

Construction Loan Dept.
888-536-2572

FORD MCNUT
234 - 5171



J.V. MODULAR HOMES
MUNCY HOMES • BUILDER • P.O. BOX 323 • BOX 82 • Muncy, Pa. 17756 • Telephone 814-234-5100 • Fax 814-234-1334

PROPOSAL AND CONTRACT

TO: Joseph L. Altland
Marjorie E. McDonald
112 Front St.
Ocoola Mills, PA 16666

DATE: September 16, 1999

EXHIBIT "2"

NEW
10/29/99

ARTHUR S. COHEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DICK, LARRY F.

00-691-CD

VS

ALTLAND, JOSEPH L.

COMPLAINT

SHERIFF RETURNS

NOW JUNE 13, 2000 AT 10:55 AM DST SERVED THE WITHIN COMPLAINT ON JOSEPH L. ALTLAND, DEFENDANT AT RESIDENCE 112 FRONT ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOSEPH L. ALTLAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW JUNE 13, 2000 AT 10:55 AM DST SERVED THE WITHIN COMPLAINT ON MARJORIE E. MCDONALD, DEFENDANT AT RESIDENCE 112 FRONT ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARJORIE E. MCDONALD A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

45.13 SHFF. HAWKINS PAID BY: PLFF.
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

21st DAY OF June, 2000
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
by Marjorie McDonald
CHESTER A. HAWKINS
SHERIFF

FILED

JUN 21 2000

01:31:21pm
William A. Shaw
Prothonotary es

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. DICK,

Plaintiff

Vs.

JOSEPH L. ATTLAND and
MARJORIE McDONALD,

Defendants

CIVIL DIVISION

No. 00 - 691 - CD

PRAECIPE FOR APPEARANCE

Filed on Behalf of:

Defendants, JOSEPH L. ATTLAND
and MARJORIE McDONALD

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

JUL 13 2000

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LARRY F. DICK,

Plaintiff : No. 00 - 691 - CD

Vs. :

JOSEPH L. ALTLAND and
MARJORIE McDONALD,

Defendants:

PRAECIPE FOR APPEARANCE

TO: WILLIAM SHAW, PROTHONOTARY

Please enter my appearance on behalf of the Defendants, Joseph
L. Altland and Marjorie McDonald, in the above-captioned action.



JOHN R. RYAN, ESQUIRE
Attorney for Defendants

7/12/00

DATE

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 691 - CD

LARRY F. DICK,
Plaintiff

vs.

JOSEPH L. ATLAND and MARJORIE
MCDONALD,
Defendants

PRAECIPE FOR APPEARANCE

FILED

JUL 13 2000

William A. Shaw
Prothonotary

COLAVECCHI & RYAN
ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

LARRY F. DICK,

Plaintiff

Vs.

JOSEPH L. ALTLAND and
MARJORIE McDONALD,

Defendants

CIVIL DIVISION

No. 00 - 691 - CD

ANSWER, NEW MATTER AND
COUNTERCLAIM

Filed on Behalf of:

Defendants, JOSEPH L. ALTLAND
and MARJORIE McDONALD

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

JUL 14 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LARRY F. DICK, :
Plaintiff : No. 00 - 691 - CD
Vs. :
JOSEPH L. ATTLAND and :
MARJORIE McDONALD, :
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 New Matter 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 without you and a judgment may be entered against you by the Court without further notice for any money claimed in the New Matter 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.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830
Phone 814/765-2641 Ex. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LARRY F. DICK, :
Plaintiff : No. 00 - 691 - CD
Vs. :
JOSEPH L. ALTLAND and :
MARJORIE McDONALD, :
Defendants: :

ANSWER

NOW COMES, Joseph L. Altland and Marjorie E. McDonald, Defendants above named, and by their Attorney, John R. Ryan, Esquire, make their Answer to the Complaint of Plaintiff as follows:

1. Admitted.
2. Denied in that the correct address of the Defendant Joseph L. Altland is 112 Front Street, Osceola Mills, Pennsylvania 16666.
3. Denied in that the correct address of the Defendant Marjorie E. McDonald is 112 Front Street, Osceola Mills, Pennsylvania 16666.
4. Admitted in part and denied in part. It is admitted that on October 29, 1999, Defendants did execute the contract attached to Plaintiff's Complaint as Exhibit "1". The Contract on its face, however, would appear to indicate that the contracting parties were in fact Defendants and J.V. Modular Homes of Muncy, Pennsylvania.

It would further appear from the face of the contract that Plaintiff executed the said Contract as the representative of said J.V. Modular Homes. Defendants believe and therefore aver that Plaintiff is not employed by or affiliated with J.V. Modular Homes in any capacity. Further, the contract refers to an "Exhibit A" which Defendants believe and therefore aver was to be a print prepared by Plaintiff setting forth specifications for all items to be purchased by Plaintiff. Said "Exhibit A" was never prepared by Plaintiff and was never attached to or made part of the contract.

5. Admitted.

6. Denied. On the contrary, the Plaintiff has failed to perform work, purchase materials, and otherwise perform under the terms of the Contract. In addition, portions of the work completed by the Plaintiff, his agents and subcontractors, has been totally inadequate and unsatisfactory to the Defendants. Further, Plaintiff has been paid for work that has not been done and for materials that he has failed to purchase. Specifically, it is believed and therefore averred that Plaintiff ceased all work on the construction of Defendant's home on or about April 13, 2000 and nevertheless did receive an additional draw from Defendant's bank on April 21, 2000 in the amount of Fifteen Thousand Dollars (\$15,000.00).

7. Denied. On the contrary, the Defendants have consistently expressed their complete dissatisfaction with the

Plaintiff's performance to him, as well as to counsel for Plaintiff, both verbally and in writing.

8. Denied. On the contrary, Plaintiff was paid for work he did not perform, as set forth herein above. It is admitted that Defendants have refused to authorize any additional payments to Plaintiff under the circumstances and it is further admitted that Defendants requested that the contract be reformed prior to the payment of any further amounts to Plaintiff.

9. Denied for the reasons set forth in Defendant's New Matter below.

WHEREFORE, Defendants request that the Plaintiff's Complaint be dismissed, and that judgment be entered in their favor and against the Plaintiff.

NEW MATTER

10. Paragraphs One through and including Paragraph 9 of Defendants' Answer are incorporated herein as if set forth at length.

11. Since the inception of the contract between the parties, Plaintiff has been paid the following amounts:

a. \$21,000.00 for the sale of the real estate upon which the home was to be constructed;

b. \$5,500.00 for an additional 5.5 acres of real estate;

c. \$3,000 on October 17, 1999 at the request of the Plaintiff who claimed he needed a loan and would repay Defendants in two weeks. Attached hereto and marked Exhibit "A" is a true and correct copy of the receipt signed by the Plaintiff and the Defendants confirming that said payment was made. Plaintiff has never repaid the amount to Defendants;

d. An initial draw of \$17,000.00 on February 11, 2000;

e. An additional draw of \$15,000.00 on April 21, 2000;

f. In addition, the amount of \$1,633.40 was placed in escrow with Keystone Financial to cover any additional costs.

12. Plaintiff has failed to perform his obligations under the contract, in that he has failed to perform work and purchase materials after being paid for the same as set forth above.

13. Plaintiff has further failed to properly obtain certain permits from Decatur Township as required, resulting in delay and inconvenience to the Defendants. Specifically, on March 6, 2000, the Pennsylvania Department of Environmental Protection stopped all construction on the Defendant's home due to the Plaintiff's failure to obtain the permits prior to commencement of excavation. Defendants were forced to personally obtain the necessary permits themselves and supply them to the DEP.

14. The specifications for materials and construction of the home as set forth in the contract were vague and unclear. Defendants relied upon the Plaintiff's promise, as well as in the

contractual reference to an "Exhibit A", that Plaintiff would prepare and supply to Defendants and their lender a print setting forth all specifications for items to be purchased and used in the construction of the home. Plaintiff failed to prepare the print despite repeated assurances to both Defendants and their lender that he would do so.

15. Plaintiff admitted to the Defendants on March 6, 2000 that he did not have the funds to place the Defendants' new home under roof, and further admitted that he had received the funds to do so on or about February 11, 2000.

WHEREFORE, Defendants seek judgment in their favor and against the Plaintiff, and ask that Plaintiff's Complaint be dismissed.

COUNTERCLAIM

NOW COMES, Joseph L. Altland and Marjorie McDonald, Defendants above named, and by their Attorney, John R. Ryan, Esquire, file their Counterclaim against the Plaintiff as follows:

COUNT ONE--BREACH OF CONTRACT

16. Paragraphs One through and including Paragraph 15 of Defendants' Answer and New Matter are incorporated by reference as if set forth at length.

17. Plaintiff, by his actions as set forth herein, has breached the contract between he and Defendants in all material respects, including but not limited to the failure to perform

work in a timely fashion, the failure to purchase materials with the funds released by Defendant's lender, the failure to obtain the necessary permits from the applicable authorities, and the failure to prepare a print with specifications for items to be purchased as designated in the contract as "Exhibit A".

18. Defendants believe and therefore aver that as the result of the Plaintiff's failure to perform his obligations, they will be unable to complete the construction of the home with the funds available to them.

19. In addition, Defendants have paid and continue to pay interest on the loan they obtained to finance the construction of the home, and as set forth herein, Plaintiff has failed to perform the construction, purchase materials, obtain permits and in all other respects perform the services which he contracted to perform to complete the construction of Defendants' home.

COUNT TWO--VIOLATION OF UNFAIR TRADE PRACTICES ACT AND
CONSUMER PROTECTION LAW

20. Paragraphs One through and including Paragraph 19 of Defendants' Answer, New Matter and Counterclaim are incorporated herein as if set forth at length.

21. Plaintiff deliberately misrepresented himself as affiliated with J.V. Modular Homes at the time of execution of the contract.


22. It is believed and therefore averred that Plaintiff knew that he would be unable to complete the construction of Defendants' home under the contract, however Plaintiff went forward and accepted funds knowing he could not and would not complete the home.

23. The actions of the Plaintiff as described herein have been deceptive, misleading and in bad faith.

24. In addition, the actions of the Plaintiff as described herein are deceptive practices as prohibited by the Unfair Trade Practices Act and Consumer Protection Law, and entitle the Defendants to an award of treble damages as set forth therein.

25. Further, the said actions of Plaintiff have compelled Defendants to retain counsel to defend this action and to seek redress from Plaintiff, thus entitling Defendants to an award of counsel fees and costs pursuant to statute.

WHEREFORE, Defendants demand judgment in their favor and against the Plaintiff in an amount in excess of the jurisdiction of the Board of Arbitrators, together with treble damages, counsel fees, interest and costs of suit.



JOHN R. RYAN, ESQUIRE
Attorney for Defendants

VERIFICATION

I verify that the statements made in this Answer, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


JOSEPH L. ALTLAND


MARJORIE McDONALD

10/17/99

I Joseph L. Altland and MARJORIE E. McDONALD
ARE LENDING LARRY DICK \$3,000.⁰⁰ (three thousand Dollars)
FOR 2 (two) weeks. Check No. # 219 DATED 10/17/99

NAME ~~Joseph L. Altland~~
MARJORIE E. McDONALD

NAME LARRY DICK

I LARRY DICK DID RECEIVE
\$3,000.⁰⁰ (three thousand Dollars) FROM
JOSEPH L. ALTLAND and MARJORIE E. McDONALD
CHECK NO. # 219 DATED 10/17/99 FOR \$3,000.⁰⁰
FOR 2 (two) weeks)

NAME LARRY DICK

Exhibit

"A"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 00 - 691 - CD

LARRY F. DICK,
Plaintiff

vs.

JOSEPH L. ALLAND and MARJORIE
MCDONALD,
Defendants

ANSWER, NEW MATTER AND
COUNTERCLAIM

NOTICE TO PLAINTIFF:

YOU are hereby notified
that you are required to file
an Answer to the within New
Matter within twenty (20) days
after service upon you or
judgment may be entered against
you.

John R. Ryan
JOHN R. RYAN, ESQUIRE
Attorney for Defendants

COLAVEGCHI & RYAN
ATTORNEYS AT LAW
221 E. MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA. 16830

FILED
JUL 11 1973
CLERK OF COURT

See to list. 825

LARRY F. DICK,
Plaintiff

VS.

JOSEPH L. ALTLAND and
MARJORIE McDONALD,
Defendants

: IN THE COURT OF COMMON PLEAS
: OF HUNTINGDON COUNTY,
: PENNSYLVANIA
:
: CIVIL ACTION
:
: NO. 00-691 - CD
:

FILED

AUG 03 2000

William A. Shaw
Prothonotary

REPLY TO NEW MATTER

NOW COME, the Plaintiff, Larry F. Dick, by and through his attorney, Arthur Cohen, Esquire, P.O. Box 597, Hollidaysburg, PA 16648 and files the following Reply:

1. Allegations contained in Paragraph 10 of Defendants' New Matter are admitted.

2. Allegations contained in Paragraph 11(a) of Defendants' New Matter are neither admitted nor denied and specific proof is demanded at time of trial.

Allegations contained in Paragraph 11(b) of Defendants' New Matter are denied. The Defendants did not pay the \$5,500.00 and proof of such is demanded at the time of trial.

Allegations contained in Paragraph 11(c), 11(d), and 11(e) of Defendants' New Matter are admitted.

Allegations contained in Paragraph 11(f) are admitted to the extent it was placed in escrow but denied it was for any costs but the Defendants.

3. Allegations contained in Paragraph 12 of Defendants' New Matter are denied and specific proof is demanded at time of trial.

4. Allegations contained in Paragraph 13 of Defendants' New Matter are denied. Plaintiff was under no obligation to secure permits as such was the owners obligation who themselves caused

delay.

5. Allegations contained in Paragraph 14 of Defendants' New Matter are denied. Specifically, Defendants were quite satisfied with materials and construction, they never complained about materials and construction.

6. Allegations contained in Paragraph 15 of Defendants' New Matter are denied. Plaintiff never admitted he couldn't place Defendants' home under roof and Defendants were always satisfied with the construction.

WHEREFORE, Plaintiff requests judgment in his favor and against the Defendants.

ANSWER TO COUNTER-CLAIM

7. Allegations contained in Paragraph 16 of Defendants' Counter-Claim are admitted.

8. Allegations contained in Paragraph 17 of Defendants' Counter-Claim are neither admitted nor denied, but specific proof is demanded at the time of trial. To the extent allegations call for conclusions of law, Plaintiff denies each allegation.

9. Allegations contained in Paragraph 18 of Defendants' Counter-Claim are denied. Defendants have sought the same workmen Plaintiff uses to complete homes. Further, Defendants have admitted they were satisfied with performance.

10. Allegations contained in Paragraph 19 of Defendants' Counter-Claim are neither admitted or denied and specific proof is demanded at time of trial.

11. Allegations contained in Paragraph 20 of Defendants' Counter-Claim are admitted.

12. Allegations contained in Paragraph 21 of Defendants' Counter-Claim are denied. Plaintiff is J.V. Modular Homes.

13. Allegations contained in Paragraph 22 of Defendants' Counter-Claim are false. Plaintiff stands ready, willing, and able to complete the home upon payment pursuant to the contract.

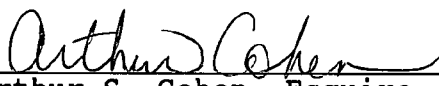
14. Allegations contained in Paragraphs 23 and 24 of Defendants' Counter-Claim are conclusions of law to which no answer is required.

15. Allegations contained in Paragraph 25 of Defendants' Counter-Claim are neither admitted nor denied and specific proof is demanded at time of trial.

WHEREFORE, Plaintiff requests judgment in his favor and against the Defendants.

Respectfully submitted,

8-2-00
Date


Arthur S. Cohen, Esquire,
I.D. No. 18548

Attorneys for Plaintiff

COHEN & AXINN
1904 N. Juniata St.
P.O. Box 597
Hollidaysburg, Pa. 16648

(814) 695-5518

CERTIFICATE OF SERVICE

I, Arthur Cohen, Esquire, hereby certifies that a true and correct copy of the within Reply to New Matter and Answer to Counter-Claim was served via first-class, United States mail, addressed as follows:

John Ryan, Esquire
Colavecchi, Ryan, & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

Date: 8-2-00


Arthur Cohen, Esquire

VERIFICATION

I verify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 8-1-00 -

Larry Dick

LARRY F. DICK,
Plaintiff

vs.

JOSEPH L. ATTLAND and
MARJORIE McDONALD,
Defendants

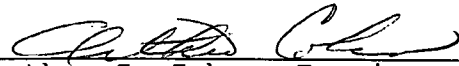
: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PENNSYLVANIA
:
: NO: 00-691-CD
:
: CIVIL ACTION - LAW
:
:

PRAECIPE FOR WITHDRAWAL OF COUNSEL

TO THE PROTHONOTARY:

Kindly Withdraw the undersigned as counsel for the Plaintiff
in the above-captioned matter.

10/26/00
Date


Arthur S. Cohen, Esquire
PA I.D. #18548

COHEN & AXINN
P.O. Box 597
Hollidaysburg, PA 16648

(814) 695-5518

FILED

OCT 27 2000

William A. Shaw
Prothonotary

LARRY F. DICK,
Plaintiff

vs.

JOSEPH L. ALTLAND and
MARJORIE McDONALD,
Defendants

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

: NO: 00-691-CD
:

: CIVIL ACTION - LAW
:

CERTIFICATE OF SERVICE

I, Arthur S. Cohen, Esquire, of the law firm of Cohen & Axinn, hereby certify that a true and correct copy of Plaintiff's Praecipe to Withdraw as Counsel in the above-referenced matter was served upon counsel for Defendants, John R. Ryan, Esquire, this date by first class U.S. mail, postage prepaid, addressed as follows:

John R. Ryan Esquire
COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

10/26/00
Date


Arthur S. Cohen, Esquire

Law Offices
COLAVECCHI RYAN & COLAVECCHI

*Joseph Colavecchi
John R. Ryan
Paul Colavecchi*

*221 East Market Street
(across from Courthouse)
P.O. Box 131
Clearfield, Pennsylvania 16830
(814) 765-1566*

*FAX
(814) 765-4570*

October 27, 2000

Arthur Cohen, Esquire
Attorney at Law
1904 North Juanita
P.O. Box 567
Hollidaysburg, PA 16648

FILED

OCT 30 2000

William A. Shaw
Prothonotary

In Re: Dick vs. Altland and McDonald; No. 00-691-CD

Dear Mr. Cohen:

I am in receipt of your letter of October 26, 2000, directed to the Clearfield County Prothonotary purporting to withdraw your appearance on behalf of the plaintiff in the above matter.

The Clearfield County Civil Rules of Court clearly state at Rule 182(b) that "appearances of counsel may not be withdrawn, except by substitution of counsel by means of praecipe endorsed by each substituted attorney and the withdrawing attorney or by leave of Court, in which case, a Rule to show cause shall be issued to the client represented by the movant and all other parties to the litigation or proceedings."

I have not been provided with any documentation indicating that any other attorney is entering their appearance on behalf of Larry Dick nor have I been served with a Rule to show cause. By copy of this letter, I am indicating to the Clearfield County Prothonotary the fact that you have not complied with the Rules of Court regarding the withdrawal of appearance.

In addition, Larry Dick's deposition is scheduled for November 2, 2000, commencing at 9:00 a.m. here in my office. You have been duly served with a copy of the Notice of Deposition which was scheduled by my office due to the fact that you failed to communicate with numerous requests for an acceptable date and time.

October 27, 2000

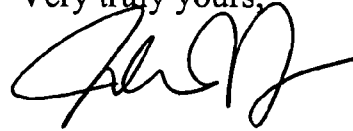
Page 2

In short, I tried to cooperate to do this so it would be convenient for all concerned and you did not respond to my letters and telephone calls.

I expect that Mr. Dick will appear for his deposition and if he does not, I will take the necessary steps for an attachment by the Court and such other relief as the Court deems proper.

I would also note that Local Rule 182(c) states that change of counsel will not be a basis for a continuance of any proceeding unless specifically allowed by the Court.

Very truly yours,



John R. Ryan

JRR:llh

cc: William Shaw, Prothonotary
Marjorie McDonald
Joseph Altland



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

COPY

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-691-CD

Larry F. Dick

Vs.

Joseph L. Altland and Marjorie McDonald

Dear Plaintiff/Defendant:

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, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 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,

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

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

November 10, 2005

RE: 00-691-CD

Larry F. Dick

Vs.

Joseph L. Altland and Marjorie McDonald

Dear Plaintiff/Defendant:

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, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 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, appearing to read "David S. Meholic", written over a horizontal line.

David S. Meholic
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Larry F. Dick

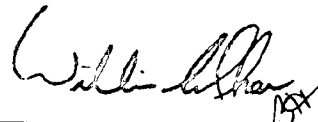
Vs.

00-691-CD

Joseph L. Altland and Marjorie McDonald

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of January, 2006, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

JAN 17 2006

William A. Shaw
Prothonotary/Clerk of Courts