

00-995-CD
TIMOTHY J. BRITTON -vs- MARK BONFARDINE

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

(94) TIMOTHY J. BRITTON,
Plaintiff

vs.

(93) MARK BONFARDINE,
Defendant

EJECTMENT ACTION

No. 00-995
-CD

Type of Pleading: Complaint
in Ejectment

Filed on behalf of: Plaintiff

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

AUG 16 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TIMOTHY J. BRITTON,	:	
Plaintiff	:	EJECTMENT ACTION
	:	
vs.	:	No. -CD
	:	
MARK BONFARDINE,	:	
Defendant	:	

NOTICE

TO: DEFENDANT

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 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.

Office of the Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641 (ext. 5982)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TIMOTHY J. BRITTON,	:	
Plaintiff	:	EJECTMENT ACTION
	:	
vs.	:	No. -CD
	:	
MARK BONFARDINE,	:	
Defendant	:	

COMPLAINT IN EJECTMENT

AND NOW, comes Timothy J. Britton by and through his attorneys, The Hopkins Law Firm, and says as follows:

1. Plaintiff is Timothy J. Britton who maintains a business address at 109 Main Street, Falls Creek, Jefferson County, Pennsylvania 15840.
2. Defendant is Mark A. Bonfardine whose address is R.R. #1, Box 180, Luthersburg, Clearfield County, Pennsylvania 15848.
3. The property subject to this lawsuit is on Exhibit "A".
4. On October 10, 1996, Plaintiff and Defendant entered into an Installment Sale Land Contract, a copy of which is attached hereto as Exhibit "B" and incorporated as if set forth at length herein.
5. The Installment Sale Land Contract obligated Defendant to do the following:
 - a. Keep in full force and effect a fire and casualty insurance policy insuring the premises;
 - b. Pay and keep all the real estate taxes current;

c. Pay Plaintiff \$319.05 on the first day of each month.

6. The Installment Sale Land Contract authorizes Plaintiff to terminate the contract in the event Defendant is thirty (30) days late in making any payment required in a contract and as set forth herein.

7. As of this date, real estate taxes are past due and Defendant has not paid the May, 2000, June, 2000 or July, 2000 installment payment of \$319.05.

8. On June 26, 2000, Plaintiff provided Defendant a notice of the default. See Exhibit "C" which is incorporated herein by reference.

9. As a result of the actions of the Defendant, Plaintiff has the right to terminate the Installment Sale Land Contract which Plaintiff terminated.

10. Notwithstanding Plaintiff's termination of the Installment Sale Land Contract, Defendant has refused to give up and vacate possession of the real property.

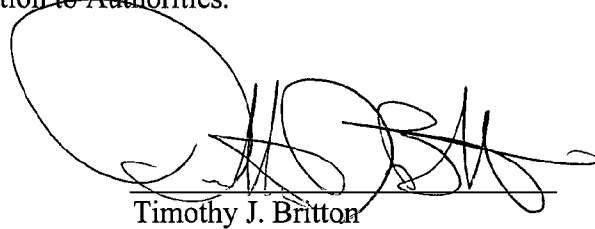
WHEREFORE, Plaintiff respectfully requests this Honorable Court grant an Order ejecting Defendant, Mark A. Bonfardine, from the real property described in paragraph 3 and grant sole and exclusive possession unto Plaintiff and for such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiff

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



Timothy J. Britton

ALL that plot or messuage of land, with improvements thereon, situate in the Township of Brady, Village of Luthersburg, County of Clearfield, and Commonwealth of Pennsylvania, comprising two (2) town lots, known to the Town Plot of the Village of Luthersburg as Lots Nos. 20 and 36, bounded as follows, to wit:

On the South by the Cream Hill Turnpike, and having a frontage thereon of sixty (60) feet; on the East by lands of J. H. Eddinger; on the North by an alley; and on the West by lands now or formerly of the John H. Seyler Estate.

BEING the same premises conveyed by Blair V. Shaffer, widower, to Chester Hoch and Myra G. Hoch, husband and wife, by Deed dated April 1, 1996, and recorded in the Recorder of Deed's Office, County of Clearfield in Deed Book Volume 1747, page 264.

INSTALLMENT SALE LAND CONTRACT

THIS AGREEMENT, made this 10th day of October, 1996, by and between
TIMOTHY J. BRITTON, single, of 109 Main Street, Falls Creek, Jefferson County,
Pennsylvania 15840, hereinafter referred to as the "SELLER";

A
N
D


MARK A. BONFARDINE, single, of R.R. #1, Box 180E, Luthersburg, Clearfield County,
Pennsylvania 15848, hereinafter referred to as the "PURCHASER".

WITNESSETH:


The parties hereto, intending to be legally bound, mutually agree as follows:

1. SELLER hereby agrees to sell and convey to PURCHASER, who hereby agrees to purchase, subject to the performance of the PURCHASER and the SELLER of all the covenants, provisions and conditions hereinafter set forth, ALL those certain pieces, parcels or lots of land lying and being situate in Brady Township, Luthersburg, Clearfield County, Pennsylvania, being more particularly described in a deed of Chester Hoch and Myra G. Hoch to Timothy J. Britton dated May 29, 1996, and recorded in Clearfield County Deeds and Records

Book Vol. _____, Page _____, on May 30, 1996, a copy of which is attached hereto and made a part hereof.

 → 2. The purchase price for the real estate so described in Exhibit "A" shall be THIRTY-ONE THOUSAND DOLLARS (\$31,000.00), payable as follows:

(a) The purchase price of THIRTY-ONE THOUSAND DOLLARS (\$31,000.00) shall be paid by the PURCHASER to the SELLER, together with interest at the rate of Nine and One-fourth Percent (9¼%) per annum, payable within fifteen (15) years by making monthly payments of principal and interest in the amount of THREE HUNDRED NINETEEN DOLLARS and FIVE CENTS (\$319.05) per month, each and every month, monthly in advance with the first monthly payment to be made by the PURCHASER and received by the SELLER on August 1, 1996, with a like amount to be paid on the first day of each and every succeeding month thereafter until the said principal and interest are paid in full; said payments shall be applied first to the payment of interest and the balance to the payment of principal. Said PURCHASER shall have the right to anticipate any or all payments or prepay said amount owed on the principal in full without penalty for prepayment.

 → 3. The 1996 real estate taxes shall be pro-rated as of August 1, 1996, with SELLER being responsible for said taxes from January 1 to August 1, 1996, and PURCHASER being responsible for his pro-rata share of the same from August 1, 1996, through December 31, 1996. All future real estate taxes shall be paid by the PURCHASER. PURCHASER agrees that upon the request of SELLER, he shall furnish to SELLER proof of payment of all real estate taxes during the term of this Installment Sale Land Contract.

4. SELLER and PURCHASER agree that possession of the premises which is the subject of this Installment Sale Land Contract has already been delivered to PURCHASER since PURCHASER was renting from SELLER.

5. Upon payment in full of the purchase price by the PURCHASER to the SELLER as required under this Installment Sale Land Contract, SELLER shall deliver to PURCHASER a Deed of Special Warranty conveying legal title to the premises described in Exhibit "A", free and clear of all liens, encumbrances and clouds upon the title and otherwise of marketable quality.

6. Upon the recording of the deed from the SELLER to the PURCHASER, PURCHASER and SELLER shall share equally the transfer taxes due at that time.


7. PURCHASER agrees that he will keep in full force and effect a fire and casualty insurance policy insuring the premises which are the subject of this Installment Sale Land Contract for a sum of at least THIRTY-ONE THOUSAND DOLLARS (\$31,000.00). The policy shall be in the name of the PURCHASER as owner with a loss-payee provision in favor of the SELLER as his interest may appear. A copy of the current policy during the term of this Installment Sale Land Contract shall be delivered by the PURCHASER to the SELLER.


8. PURCHASER agrees to obtain liability insurance on the subject premises and to hold SELLER safe and harmless from any injuries or accidents to person, persons, or things which may occur on said premises.


9. PURCHASER shall be responsible for the cost of all utilities used on said premises during the time he is in possession of the same.

10. PURCHASER shall assume and be responsible for the maintenance of the premises in good order and repair, excepting usual wear and tear, from the date that exclusive possession

was delivered to PURCHASER by the SELLER and shall keep and hold the SELLER safe and harmless from any and all claims for work and labor done or materials furnished in connection with maintaining said premises in good order and repair.

 11. In the event PURCHASER neglects or refuses to pay any taxes, assessments, or fails to maintain the buildings and improvements for a period of Thirty (30) days after receipt of written notice of advising of such neglect or refusal to pay or failure to maintain, as required under this Agreement, SELLER may do so, add the costs thereof to the principal debt owed by the PURCHASER to SELLER under this Agreement, and collect the same as part of said principal debt.

 12. In the event PURCHASER shall default for Thirty (30) days in the making of any payment required herein, SELLER shall have the right to terminate this Agreement upon the Thirty (30) days' written notice and all payments made by the PURCHASER shall be retained by the SELLER as liquidated damages.

 13. If PURCHASER is in possession of the premises at the time the SELLER should declare this Agreement terminated, PURCHASER hereby authorizes any attorney, as attorney for him to sign an agreement for entering in any competent court, an amicable Action and Judgment in Ejectment against PURCHASER and all persons claiming under him for the recovery by SELLER of possession of the premises, for which this shall be a sufficient warrant and thereupon a writ of possession may issue forthwith, without any prior proceeding whatsoever in entering such Action of Ejectment, or causing Writ of Possession to be issued in any proceeding thereon or concerning the same, and hereby agrees that no writ of error, objection or exception, shall be made or taken thereto.

★ 14. In addition to the remedies heretofore provided to the SELLER in the event of default or breach by PURCHASER, the SELLER may maintain an Action for damages for breach of contract or an Action for recovery or possession of the property as now provided by law or both. In any Action by the SELLER to recover damages for a breach of this contract, the SELLER shall be entitled to recover damages for losses resulting from the breach, including but not limited to, the excess of the contract price over the market price at the time of breach, the unpaid installment payments due prior to the surrender of the premises by the PURCHASER, and the cost of any actual repairs made by SELLER subsequent to the surrender of the premises which repairs become necessary by reason of damages done by the PURCHASER or vandalism of the premises prior to the actual delivery of possession to the SELLER and any assessments for public improvements.

15. The failure of SELLER to insist on strict performance by the PURCHASER of the terms of this Agreement, shall not be construed as a waiver, a release, or relinquishment there

16. The cost of the preparation of this Installment Sale Land Contract shall be borne equally by the SELLER and the PURCHASER. The recording fee for the Installment Sale Land Contract shall be paid by the PURCHASER. The cost of the deed shall be paid by the SELLER. The PURCHASER shall pay for a title search of the premises should he so desire the same. The cost of recording the deed at the time of the final closing shall be the sole expense of the PURCHASER.

17. This Agreement shall not be assignable by the PURCHASER without first receiving the written approval of the SELLER, which written approval will not be unreasonably withheld.

18. This Installment Sale Land Contract shall be duly recorded in the Office of the Register and Recorder of Deeds of Clearfield County, Pennsylvania, so as to give notice to all the world.

19. This Agreement represents the entire agreement between the parties hereto and shall extend to and be legally binding upon their heirs, executors, administrators and assigns.

WITNESS:

[Signature]

SELLER:

[Signature] (SEAL)
Timothy J. Britton

WITNESS:

[Signature]

PURCHASER:

[Signature] (SEAL)
Mark A. Bonfardine

COMMONWEALTH OF PENNSYLVANIA

:
: SS.
:

COUNTY OF CLEARFIELD

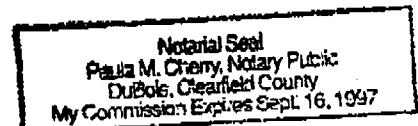
On this, the 10th day of October, 1996, before me, a Notary Public, the undersigned officer, personally appeared TIMOTHY J. BRITTON, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Paula M. Cherry

Notary Public

My commission expires: 9/16/97



COMMONWEALTH OF PENNSYLVANIA

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: SS.
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COUNTY OF CLEARFIELD

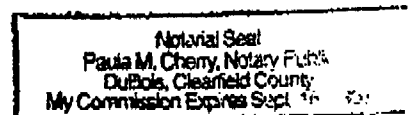
On this, the 10th day of October, 1996, before me, a Notary Public, the undersigned officer, personally appeared MARK A. BONFARDINE, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Paula M. Cherry

Notary Public

My commission expires: 9/16/97



THE HOPKINS LAW FIRM

900 Beaver Drive • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkins@penn.com

June 26, 2000

Certified Mail – Return Receipt Requested

Mark A. Bonefardine
RR#1 Box 180E
Luthersburg, PA 15848

Dear Mr. Bonefardine:

Kindly be advised this office represents Timothy J. Britton who is the owner of property upon which you currently reside. On October 10, 1996, you entered into land installment contract with Mr. Britton, whereas you agreed to purchase the said property for \$31,000.00 payable in monthly installments to Mr. Britton.

The contract specifically states:

1. Purchaser agrees that he will keep in full force and effect a fire and casualty insurance policy insuring the premises;
2. Purchaser agrees to pay and keep current all real estate taxes;
3. Purchaser shall pay monthly installment of \$319.05 on the first day of each month until the said principal and interest are paid in full; and.
4. In the event Purchaser shall default for thirty (30) days in the making of any payment required herein, Seller shall have the right to terminate the contract.

On several occasions, you have allowed your insurance on the said property to lapse. You failed to keep the taxes current on the property and have continuously fell months behind with your monthly payments. Currently, you have failed to pay May, 2000 and June, 2000 installment payments.

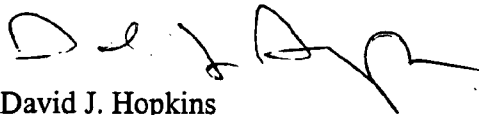
Please accept this letter as notice that your right to remain on the property is hereby terminated and you must vacate same within thirty (30) days from the date of this letter.

EXHIBIT "C"

Mark A. Bonefardine
June 26, 2000
Page two

In the event you fail to do so, I will file the appropriate action to have you ejected from the property and seek attorney fees and costs for the eviction.

Very truly yours,

A handwritten signature in black ink, appearing to read "D. J. Hopkins", with a stylized flourish at the end.

David J. Hopkins
Attorney at Law

DJH/bjt

cc: Timothy Britton

FILED

AUG 16 2000

0/9:25/WT

William A. Shaw
Prothonotary

2 CERT TO ATTY

PP
80-
BY ATTY

DAVID J. HOPKINS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BRITTON, TIMOTHY J.

00-995-CD

VS

BONFARDINE, MARK

COMPLAINT IN EJECTMENT

SHERIFF RETURNS

NOW SEPTEMBER 12, 2000 AT 1:00 PM DST SERVED THE WITHIN COMPLAINT ON MARK BONFARDINE, DEFENDANT AT RESIDENCE RR 1 BOX 180, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK BONFARDINE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER/COUDRIET

53.69 SHFF. HAWKINS PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

SO ANSWERS,

25th DAY OF September 2000

Chester A. Hawkins
by Marky-Hamr

CHESTER A. HAWKINS
SHERIFF

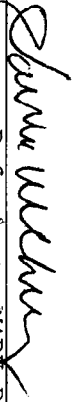
William A. Shaw
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

SEP 25 2000

William A. Shaw
Prothonotary

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P. O. Box 505
DuBois, Pennsylvania 15801-0505
ONE NORTH FRANKLIN STREET

③

ATTORNEY FOR Defendant, MARK BONFARDINE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

TIMOTHY J. BRITTON,

Plaintiff,

vs.

MARK BONFARDINE,

Defendant.

: No. 00 - 995-C.D.

: Type of Case: IN EJECTMENT

: Type of Pleading: DEFENDANT,
: MARK BONFARDINE'S,
: PRELIMINARY OBJECTIONS
: TO PLAINTIFF'S COMPLAINT

: Filed on Behalf of: MARK BONFARDINE,
: Defendant

: Counsel of Record for this Party:

: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023

: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: (814) 371-5800

FILED

OCT 02 2000

William A. Shaw
Prothonotary

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

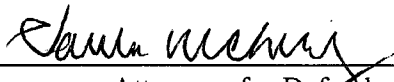
TIMOTHY J. BRITTON,	:	
	:	
vs.	:	No. 00 - 995-C.D.
	:	
MARK BONFARDINE,	:	IN EJECTMENT
	:	
Defendant.	:	

NOTICE TO PLEAD

To The Within Plaintiff:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN PRELIMINARY
OBJECTIONS WITHIN TWENTY (20) DAYS
FROM THE DATE OF SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendant

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

TIMOTHY J. BRITTON,	:	
	:	
Plaintiff,	:	No. 00 - 995-C.D.
	:	
vs.	:	
	:	IN EJECTMENT
	:	
MARK BONFARDINE,	:	
	:	
Defendant.	:	

**DEFENDANT, MARK BONFARDINE'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT**

Defendant, MARK BONFARDINE, by his undersigned attorney, preliminarily objects
to Plaintiff's Complaint as follows:

COUNT I
**PRELIMINARY OBJECTIONS RAISING LACK OF JURISDICTION OVER
SUBJECT MATTER PURSUANT TO Pa.R.C.P. 1028(a)(1)**

1. That the instant civil action was commenced by Plaintiff to No. 00-995-C.D.
2. That the action commenced by Plaintiff against Defendant is an Action in Ejectment stating Defendant's failure to make certain payments under and Installment Sale Land Contract entered into between Plaintiff and Defendant.
3. That the Installment Sale Land Contract entered into between Plaintiff and Defendant is a "residential mortgage" as defined by 41 P.S. §101 et seq.
4. That 41 P.S. §403(a) through (d) requires that before any residential mortgage lender may accelerate the maturity of any residential mortgage obligation, commence any legal action including mortgage foreclosure to recover under such obligation, or take possession of any

security of the residential mortgage debtor for such residential mortgage obligation, such person shall give the residential mortgage debtor notice of such intention at least thirty (30) days in advance as more particularly set forth in §403.

5. That 41 P.S. §403(b) provides that said notice shall be in writing and sent by registered or certified mail to the last known address of the Defendant.

6. That 41 P.S. §403(c)(1) through (6) provides that “The written notice shall clearly and conspicuously state:

(1) The particular obligation or real estate security interest;

(2) The nature of the default claimed;

(3) The right of the debtor to cure the default as provided in section 404 of this act and exactly what performance including what sum of money, if any, must be tendered to cure the default;

(4) The time within which the debtor must cure the default;

(5) The method or methods by which the debtor’s ownership or possession of the real estate may be terminated; and

(6) The right of the debtor, if any, to transfer the real estate to another person subject to the security interest or to refinance the obligation and of the transferee’s right, if any, to cure the default.”

7. That the Plaintiff violated the provisions of 41 P.S. §403(a) through (d) by failing to send notice to Defendant as required under this section.

8. Giving proper notice pursuant to the above set forth Pennsylvania statute requiring residential mortgage lenders to make certain specific disclosures to residential mortgage

debtors is a jurisdictional prerequisite to foreclosure and failure to do so deprives the Court of subject matter jurisdiction.

WHEREFORE, Defendant, MARK BONFARDINE, respectfully requests that this Court dismiss Plaintiff's Complaint for lack of subject matter jurisdiction.

COUNT II
**PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT PURSUANT TO
Pa.R.C.P. 1028(a)(2) and Pa.R.C.P. 1028(a)(3)**

9. Defendant incorporates herein by reference the averments contained in Paragraphs 1 through 8 of Court I of these Preliminary Objections as if the same were set forth at length herein.

10. As a residential mortgagor, Plaintiff is entitled to the protective provisions set forth in 41 P.S. §401 and §403 requiring statutory notice and disclosure requirements to be made by a residential mortgage lender.

11. That Plaintiff's Complaint fails to allege that Plaintiff furnished Defendant with a written notice of intention to foreclose which notice complies with the specifications of 41 P.S. §403(c)(1) through (d).

12. Pennsylvania Rule of Civil Procedure 1028(a)(2) provides that a Defendant may object to a pleading because of lack of conformity to a rule of court.

13. Pa.R.C.P. 1019(a) provides that:

"The material facts on which a cause of action or defense is based shall be stated in a concise and summary form."

14. Pa.R.C.P. 1019(c) provides that:

“In pleading the performance or occurrence of conditions precedent, it is sufficient to aver generally that all conditions precedent have been performed or have occurred.”

15. Plaintiff's Complaint fails to allege that he served Defendant the notice provided for in 41 P.S. §403(c)(1) through (6).

16. Plaintiff's Complaint fails to allege that Defendant was given the right to cure his default as required and more particularly set forth under 41 P.S. §403 and §404 of the Pennsylvania statute and that despite having been advised of his right to do so, Defendant failed to cure the same.


17. Pennsylvania Rule of Civil Procedure 1028(a)(3) provides that a Defendant may object to a pleading because of insufficient specificity.

18. Plaintiff's Complaint does not plead specific material facts regarding conditions precedent to the filing of the Complaint sufficient to allow Defendant to answer or prepare a defense.

WHEREFORE, Defendant, MARK BONFARDINE, respectfully requests that this Court dismiss Plaintiff's Complaint for failure to conform to law or a rule of court and due to insufficient specificity in the Complaint.

Respectfully submitted,

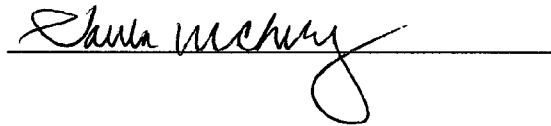
GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendant, MARK BONFARDINE


COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

PAULA M. CHERRY, Attorney at Law, being duly sworn according to law, deposes and says that she is authorized to make this Affidavit on behalf of the Defendant, MARK BONFARDINE, as his attorney; that the facts set forth in the foregoing Preliminary Objections are true and correct, partly from her own knowledge and partly from information supplied to her by Defendant; that the purpose of this Affidavit is to expedite the litigation and that an Affidavit of the Defendant will be supplied if requested.



Sworn to and subscribed before me this 2nd day of October, 2000.



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

TIMOTHY J. BRITTON,	:	
	:	
vs.	:	No. 00 - 995-C.D.
	:	
MARK BONFARDINE,	:	IN EJECTMENT
	:	
Defendant.	:	

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of October, 2000, a certified copy of Defendant's Preliminary Objections to Plaintiff's Complaint was served upon counsel for Plaintiff by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

David J. Hopkins, Esq.
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Defendant

October 2, 2000

FILED

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034011cc atty
William A. Shaw
Prothonotary

Cherry
~~For~~

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vs.

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(814) 375-0300

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TIMOTHY J. BRITTON,

Plaintiff

vs.

MARK BONFARDINE,

Defendant

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No. 00-995 -CD

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil matter discontinued without prejudice.


David J. Hopkins, Esquire

12

FILED 300

0/10:28 AM Atty Hopkins
JAN 02 2001

William A. Shaw
Prothonotary

825

copy to CA

cert. to Atty

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Timothy J. Britton
Plaintiff(s)

Vs.

No. 2000-995-CD

Mark Bonfardine
Defendant(s)

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County
and Commonwealth aforesaid do hereby certify that the above case was this day, the
2nd day of January A.D. 2001, marked:

Discontinued without prejudice

Record costs in the sum of \$143.69 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at
Clearfield, Clearfield County, Pennsylvania this 2nd day of January A.D. 2001.

Prothonotary