

00-1051-CD
THOMAS WICKE -vs- DANIEL SANKEY

Thomas Wick vs. Daniel Sankey

Civil Other

| Date | | Judge |
|------------|---|----------------------|
| 08/25/2000 | Please refer to docket book for entries prior to November, 2000. | No Judge |
| 06/13/2001 | XX Praeipce to Substitute Attorneys, filed. Please withdraw appearance of David R. Thompson and enter appearance of R. Denning Gearhart, Esq. No CC | No Judge |
| 07/23/2001 | XX Motion For Summary Judgment. Filed by s/R. Denning Gearhart, Esq. Affidavit. s/Thomas Wick 3 cc atty Gearhart | No Judge |
| 07/24/2001 | XX Certificate of Service. Motion for Summary Judgment and Brief in Support of Motion for Summary Judgement, upon F. Cortez Bell, III, Esq. s/R. Denning Gearhart, Esq. no cc | No Judge |
| 08/30/2001 | XX Petition For An Extension Of Time To File Opposition To Plaintiff's Summary Judgment Motion. Filed by s/Daniel Sankey Cert of Svc 2 cc Defendant Sankey | John K. Reilly Jr. |
| 09/04/2001 | XX ORDER, AND NOW, this 31st day of Aug., 2001, re; Defendant shall file his Opposition Documents within 120 days, or on or before Dec. 26, 2001. s/JKR,JR.,P.J. 1 cc atty Gearhart, Defendant Sankey | John K. Reilly Jr. |
| 10/01/2001 | XX Motion to Withdraw as Counsel for the Defendant. Filed by s/F. Cortez Bell, III, Esq. Cert of Svc 4 cc to Atty Bell | John K. Reilly Jr. |
| 10/03/2001 | XX RULE RETURNABLE, AND NOW, this 2nd day of October, 2001, Issued upon DANIEL SANKEY returnable 24th day of Oct., 2001, at 3:00 p.m. by the Court, s/JFR,JR.,P.J. 4 cc Atty Bell | John K. Reilly Jr. |
| 11/01/2001 | XX Defendant's First Set of Interrogatories to Plaintiff Thomas Wick. Filed by s/Daniel I. Sankey Cert. of Svc. no cc | John K. Reilly Jr. |
| 11/07/2001 | XX Certificate of Service, filed by Defendant, Re: Defendant First Set of Request for Production of Documents from Plaintiff Thomas Wick, filed. | John K. Reilly Jr. |
| 12/18/2001 | XX Motion To Compel Production of Documents and Request for an Enlargement of Thirty Days after the Order Date to Produce Said Documents, filed by Defendant No Cert. Copies | John K. Reilly Jr. |
| 12/21/2001 | XX Defendant's First Set of Admission Addressed to Plaintiff Thomas Wick, Filed by Defendant No Cert. Copies | John K. Reilly Jr. |
| 12/26/2001 | XX Defendant's Opposition to Plaintiff's Motion for Summary Judgment. Filed by s/Daniel D. Sankey no cc Certificate of Service/Proof no cc | John K. Reilly Jr. |
| 03/01/2002 | XX Motion for a Stay in the Proceedings. Filed by s/Daniel I. Sankey, Pro-Se Defendant Certificate of Service 2 cc Defendant Sankey | John K. Reilly Jr. |
| 03/22/2002 | XX Plaintiff's Motion For A Protective Order and Stay as to Interrogatories and Other Discovery Filed by Defendant. Filed by s/R. Denning Gearhart, Esq. 3 cc Atty Gearhart | John K. Reilly Jr. |
| 08/20/2003 | XX Sumary of Defendants Opposition to Plaintiff's Motion for Summary Judgment, filed by s/Daniel Sankey No CC | John K. Reilly Jr. |
| 09/10/2003 | XX OPINION AND ORDER, NOW, this 10th day of September, 2003, upon consideration of Plaintiff's Motion for Summary Judgment and briefs thereon, it is the ORDER of this Court that said Motion be and is hereby GRANTED and summary judgment entered in favor of the Plaintiff and against the Defendant in accordance with the foregoing Opinion. by the Court, s/JKR,JR.,P.J. 1 cc Atty Gearhart, Mikesell, Daniel Sankey (Defendant) | John K. Reilly Jr. |
| 09/24/2003 | XX Motion For Reconsideration Of Court Order. filed by s/Daniel Sankey cc to Deft. | 1 John K. Reilly Jr. |

Date: 09/20/2005

Clearfield County Court of Common Pleas

User: LBENDER

Time: 02:16 PM

ROA Report

Page 2 of 2

Case: 2000-01051-CD

Current Judge: John K. Reilly Jr.

Thomas Wick vs. Daniel Sankey

Civil Other

| Date | | Judge |
|------------|--|--------------------|
| 10/22/2003 | Application to file Appeal Nunc Pro Tunc, filed by s/Daniel Sankey No CC | John K. Reilly Jr. |
| 11/17/2003 | Petition to Proceed In Forma Pauperis, filed by Daniel Sankey No Cert. | John K. Reilly Jr. |
| 11/19/2003 | ORDER, NOW, this 18th day of November, 2003, Defendant shall submit a Brief thereon within 20 days from date hereof with Plaintiff's Brief to be due 10 days following receipt o Defendant's Brief. by the Court, s/JKR,JR.,P.J. 1 cc Atty Gearhart, Defendant | John K. Reilly Jr. |
| 12/08/2003 | Verification. filed by, s/Judith K. Bires | John K. Reilly Jr. |
| | Verification. filed by, s/Bonnie L.Mary | John K. Reilly Jr. |
| 12/10/2003 | Defendant's Second Request to Opposition to Plaintiff's Motion for Summary Judgment, filed by Daniel Sankey 1 Cert. to Defendant | John K. Reilly Jr. |
| 09/13/2005 | Praeipe to List for Non-Jury Trial, filed by atty. Gearhart 2 Cert. to Atty. and copy to C/A | John K. Reilly Jr. |

9-20-05 Order, dated 9-20-2005

3-16-07 Petition to Enforce ^{cert} Order

3-19-07 Rule - 3-19-07

3-21-07 Cert of Service.

6-5-07 Order, dated 6-4-07

6-13-07 Order, dated 6-13-07

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL ACTION - EQUITY

(90) THOMAS WICK,

Plaintiff

vs.

(23) DANIEL SANKEY,

Defendant

* No. 00- 1061- 60

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* TYPE OF CASE:
* Civil Action - Equity

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* TYPE OF PLEADING:
* Complaint

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* FILED ON BEHALF OF:
* Plaintiff

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* COUNSEL OF RECORD
* FOR THIS PARTY:
* David R. Thompson, Esquire
* Attorney at Law
* Supreme Court I.D. 73053
* 308 Walton Street, Suite 4
* P.O. Box 587
* Philipsburg PA 16866
* (814) 342-4100

FILED

AUG 25 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - EQUITY

THOMAS WICK,

Plaintiff

vs.

DANIEL SANKEY,

Defendant

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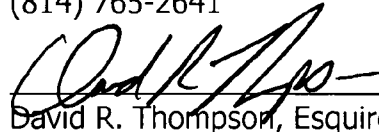
No. 00-

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) 765-2641


David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - EQUITY

THOMAS WICK,

Plaintiff

vs.

DANIEL SANKEY,

Defendant

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No. 00-

COMPLAINT

AND NOW, comes the Plaintiff, Tom Wick, by and through his attorney David R. Thompson, Esquire and files the following Complaint of which the following is averred:

1. The Plaintiff is Tom Wick, an individual, with a residential mailing address of P.O. Box 150, West Decatur, Pennsylvania, 16878.

2. The Defendant is Daniel Sankey, an individual, with a mailing address of 730 Bud's Alley, Bellefonte, Pennsylvania, 16823. By way of further pleading, Defendant is currently incarcerated at the Clearfield County Jail.

3. The parties are engaged in a Partnership and subject to a Partnership Agreement dated March 30, 1995. By way of further pleading, the said partnership was formed for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities. (A true and correct copy of the Partnership Agreement is attached hereto and made a part hereof as Exhibit "A").

**COUNT I — BREACH OF WRITTEN
PARTNERSHIP AGREEMENT**

Paragraphs 1 through 3 are incorporated by reference as though the same were set forth at length herein.

4. By virtue of the Partnership, the parties are joint owners of various pieces of real property as described in Clearfield County Deed Book 1649 at Page 597; Deed Book 1650 Page 547; Deed Book 1649 Page 61; Deed Book 1667 at Page 113. (A true and correct copy of said deeds are attached hereto and made a part hereof, collectively as Exhibit "B").

5. In or about November 1999, Defendant was arrested and subsequently charged with criminal homicide and incarcerated in the Clearfield County Jail.

6. In November of 1999, Defendant wrote Plaintiff a letter indicating, among other things, his desire to dissolve the partnership with Plaintiff purchasing Defendant's interests in the property. This letter made an offer to the Plaintiff for him to purchase Defendant's interest in the said real property. (A true and correct copy of the letter is attached hereto and marked as Exhibit "C").

7. Pursuant to paragraph 10 of the Partnership Agreement and by a letter dated April 13, 2000 to Defendant's attorney, Plaintiff did advise Defendant of his desire to terminate the partnership and accepted the offer to purchase the one-half interest from the Defendant pursuant to the terms of the Partnership Agreement. (A true and correct copy of this letter is attached hereto and made a part hereof as Exhibit "D").

8. To date, Defendant has not responded to this written notice of intent to

terminate the partnership, and in fact, purchase the Defendant's interest in the partnership assets.

9. Since Defendant's incarceration, Plaintiff has been fully responsible for the payment of all debts and mortgages against the properties, as well as the payment of all real estate taxes.

10. Defendant has failed to respond to Plaintiff's notice of intent to dissolve the partnership, and has not participated in the management or conduct of business since his date of incarceration, in breach of the written contract.

11. Plaintiff has been unable to manage, operate and conduct the business of the Partnership since management of the Partnership is held fifty (50%) percent by each partner.

WHEREFORE, Plaintiffs respectfully requests this Honorable Court to enter judgment in his favor and against Defendant, dissolving the partnership and forcing the purchase of the Partnership assets by Plaintiff pursuant to the terms of the Partnership Agreement.

COUNT II -- DISSOLUTION OF PARTNERSHIP

PURSUANT TO TITLE 15 Pa.C.S. § 8354(A)(2), (3), AND/OR (4).

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

12. Defendant, by virtue of his arrest and imprisonment in the Clearfield County Jail, has been rendered incapable of performing his part of the partnership contract.

13. Defendant is guilty of conduct that affects prejudicially the carrying on of the business.

14. Defendant has willfully committed a breach of the Partnership Agreement and has conducted himself in matters relating to the Partnership business that it is not reasonably practicable to carry on the business in the Partnership with him.

15. Plaintiff avers that he is entitled to and requests that the Court decree a dissolution of the within Partnership pursuant to Title 15 Pa.C.S. § 8354(A)(2), (3), and/or (4).

WHEREFORE, Plaintiff respectfully requests this Honorable Court to decree a dissolution of the within Partnership.

Respectfully submitted,

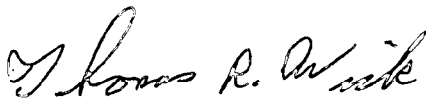
A handwritten signature in black ink, appearing to read "David R. Thompson", is written over the printed name.

David R. Thompson, Esquire
Attorney for Plaintiff

VERIFICATION

Plaintiff, **THOMAS R. WICK**, hereby verifies that the statements made in this **COMPLAINT IN PARTITION** 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: 8-11-00



Thomas R. Wick

PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of MARCH
1995, by and between **THOMAS WICK**, P. O. Box 150, West Decatur, Pennsylvania 16878

A

N

D

DANIEL SANKEY, 730 Bud's Alley, Bellefonte, Pennsylvania 16823.

WHEREAS, the parties hereto have agreed to enter into and carry on a partnership for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities; and,

WHEREAS, the parties hereto intending to be legally bound hereby, agree as follows:

1. The parties do hereby agree to carry on a partnership business for the purpose of operating the aforesaid business.
2. The business address of the business of the partnership shall be P. O. Box 150, West Decatur, PA 16878 and at such other localities within and without the Commonwealth of Pennsylvania as may be agreed upon from time to time by the partners.
3. The parties shall be equal partners.
4. An individual capital account shall be maintained for each partner and no withdrawal of capital contribution of the partners shall be made by any partner without the consent of the others or upon final dissolution of the partnership.
5. The net profits or net losses of the partnership shall be distributable or chargeable as the case may be to each of the partners in proportion to their interest as set out above. An individual income account shall be maintained for each partner and the profits and losses shall be credited or debited to the individual income accounts as soon as practical after the close of each fiscal year.
6. If such income accounts shall, at the end of such year, show a profit, the same may, if the partners so agree, be withdrawn by said partners or credited to and added to the partners capital account. If the income account shall, at the end of any year show a loss, such loss shall be debited from the capital accounts of the partners.
7. Each of the partners shall have their proportionate voice in the management and conduct of the business, and each partner shall devote such time and attention to the partnership business as

EXHIBIT

A

the partners shall from time to time agree.

8. Each partner may draw such a sum of salary as shall, from time to time be agreed upon, which sums shall be deducted from profits before computing the profit or loss shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore and shall not be an obligation of the partners individually.

9. It is further agreed by and between the partners hereto that no debts shall be incurred in the name of the partnership without the consent of all parties. If any partner shall, without the consent of the other, obligate the partnership such partner shall, at the option of the other partner, assume such debt or obligation as his personal undertaking and save the other partner harmless therefrom.

10. If and in the event that a partner desires to terminate his interest in the Partnership, he shall give the other partner written notice of his intention to withdraw. The remaining partner may elect to purchase the withdrawing partner's interest provided said election is made, in writing, within ninety (90) days from the date of the notice of intention to withdraw. The purchase price shall be his proportionate share of the book value of all tangible assets owned by the Partnership less his proportionate share of any Partnership debt. Payment of the purchase price shall be within 15 years in quarterly installments without interest. If the remaining partner does not elect to purchase the interest of the withdrawing partner, the Partnership shall be terminated and the assets of the Partnership liquidated with each partner receiving his proportionate share of any excess generated by the liquidation of the Partnership or assuming personal responsibility for his pro-rata share of Partnership debt to the extent that the debts exceed the liquidated assets.

11. In the event of the death of a partner, the surviving partner shall have a period of ninety (90) days to elect to purchase the deceased partner's interest in the same manner and under the terms and conditions set forth in the preceding paragraph. Provided, however, that the purchase price of the Partnership shall be fair market value to be determined by appraisal by a licensed real estate appraiser and interest shall accrue on the unpaid balance of the purchase price at Prime rate plus 1% and payment shall be over a period of 15 years in quarterly installments. If the surviving partner does not elect to purchase the interest of the deceased partner the Partnership shall be terminated and the assets disposed of.

12. Upon agreeing to the purchase of the deceased partner's interest by the surviving partner

as established under this agreement, such personal representative shall sign and execute deeds, conveyances, bills of sale and other instruments as may be reasonably required to transfer to the surviving partner all of the right, title and interest of the deceased partner in and to the said partnership assets.

13. If and in the event any partner shall contemplate voluntarily entering bankruptcy or making any assignment or agreement for the benefit of his creditors, involving his interest in the partnership, said act shall constitute an offer to sell his interest in the partnership and said interest shall be valued as provided in paragraph 10 if said offer is accepted by the other partner.

14. All bank accounts of the partnership shall be carried in such bank or banks and be subject to such signature or signatures as may be determined from time to time by agreement of the partners.

15. All the books of the partnership shall be open for the inspection of the partners or their representatives at any time during business hours.

16. All notices provided for herein shall be in writing and sent to the last known address of the party to whom notice is to be given by United States certified mail, postpaid.

17. The right, duties and obligations of the parties hereto shall not be assigned or transferred without the written consent of the other party.

18. This Agreement executed in triplicate shall be binding on the parties hereto jointly and severally, their heirs, assigns, executors, administrators and trustees as though they had been mentioned throughout this agreement, and each executed copy hereof shall be deemed an original of such agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above mentioned.

WITNESS:

James B. Eggenman

Thomas R. Wick (SEAL)
Thomas Wick

Richard Peters

Daniel Sankey (SEAL)
Daniel Sankey

ARMDAY No. 22140Vol. 1647 Page 597

TAX CLAIM BUREAU DEED

MADE the Fifth day of December, in the year of our Lord, 1994,

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee, under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments thereto, hereinafter called the GRANTOR,

AND

DAN SANKEY

6

TOM WICK

"IN TRUST"

hereinafter referred to as "GRANTEES"

WHEREAS, the hereinafter described premises were assessed in the name of UNKNOWN., and taxes levied which have not been paid and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed in the Tax Claim Bureau of Clearfield County, Pennsylvania; and

WHEREAS, after proceeding under the provisions of the Act aforesaid, the Tax Claim Bureau did expose the said premises to public sale on the Thirteenth day of September, 1994; and

WHEREAS, the said premises were sold at said public sale to, DAN SANKEY & TOM WICK., for the sum of One Thousand Six Hundred Dollars, (\$1,600.00), as is more particularly shown in the report and return of said sale by the Tax Claim Bureau, and at the subsequent confirmation thereof by the Court of Common Pleas of Clearfield County, Pennsylvania, at Miscellaneous Docket 10, Page 40.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum of One Thousand Six Hundred Dollars, (\$1,600.00) the receipt thereof is hereby acknowledged. Grantor does hereby grant and convey unto the said Grantees, their heirs, successors or assigns the following described property to-wit

WOODWARD TOWNSHIP
MAP #130.-M14-384-00022
J L

BEING the same property offered for sale for delinquent taxes in accordance with the provisions of the Act of Assembly hereinbefore recited under Tax Claim No. 92-7386 as the property of UNKNOWN.

EXHIBIT

B

VOL 1649 PAGE 598

This deed is executed and acknowledged by MARY ANNE WESDOCK, who was duly appointed Director of the Tax Claim Bureau by Resolution of the County Commissioners of Clearfield County, Pennsylvania, dated August 15, 1989.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name and its official seal to be affixed hereto the day and year first above written.

TAX CLAIM BUREAU OF CLEARFIELD
COUNTY, PENNA.

Witness:

James E. Bell

By Mary Anne Wesdock
Mary Anne Wesdock Director

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

On this 12 day of December, A. D., 1994, before me, the subscriber personally appeared MARY ANNE WESDOCK, Director of the Tax Claim Bureau of Clearfield County, Pennsylvania, who in due form of law acknowledged the foregoing Indenture to be her act and deed and desired that the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

William D. Shaw (SEAL)
Prothonotary.

My commission expires the first Monday of January, 1998.

I CERTIFY that the precise residence address of the grantee in this indenture is

P. O. BOX 150
WEST DECATUR, PA.
16878-0150

049703 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX DEC 16 '74
PR. 11552

28.78

VOL 1649 PAGE 598

MOSHANNON VALLEY SCHOOL DISTRICT
1% REALTY TRANSFER TAX

AMOUNT \$ 29.78
PAID 12/16/94 KAREN L. STARCK
Date Agent

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:22 AM
BY [Signature]
FEES 13.50
Karen L. Starck, Recorder

Entered of Record 12-16 1994, 8:22 AM Karen L. Starck, Recorder

*Vol 1649 p. 598
Moshannon Valley Sch Dist*

FIDAVIT No. 22169

VOL 1650 PAGE 547

TAX CLAIM BUREAU DEED

MADE the Fifth day of December, in the year of our Lord, 1994,

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments
thereto, hereinafter called the GRANTOR,

AND

DAN SANKEY

6

TOM WICK

"IN TRUST"

hereinafter referred to as "GRANTEES"

WHEREAS, the hereinafter described premises were assessed in the name
of EMICH, EMMA., and taxes levied which have not been paid and which are
delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania; and

WHEREAS, after proceeding under the provisions of the Act aforesaid, the
Tax Claim Bureau did expose the said premises to public sale on the
thirteenth day of September, 1994; and

WHEREAS, the said premises were sold at said public sale to, DAN SANKEY &
TOM WICK., for the sum of Eighteen Thousand Dollars, (\$18,000.00), as is more
particularly shown in the report and return of said sale by the Tax Claim
Bureau, and at the subsequent confirmation thereof by the Court of Common
Pleas of Clearfield County, Pennsylvania, at Miscellaneous Docket 10, Page 40.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum
of Eighteen Thousand Dollars, (\$18,000.00) the receipt thereof is hereby
acknowledged. Grantor does hereby grant and convey unto the said Grantees,
their heirs, successors or assigns the following described property to-wit

MORRIS TOWNSHIP
MAP #124.-Q10-000-00050
918 INT. IN 87 A

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax
Claim No. 92-5328 as the property of EMICH, EMMA.

VOL 1650-548

This deed is executed and acknowledged by MARY ANNE WESDOCK, who was duly appointed Director of the Tax Claim Bureau by Resolution of the County Commissioners of Clearfield County, Pennsylvania, dated August 15, 1989.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name and its official seal to be affixed hereto the day and year first above written.

TAX CLAIM BUREAU OF CLEARFIELD
COUNTY, PENNA.

Witness:

James E. Bell

By Mary Anne Wesdock
Mary Anne Wesdock Director

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

On this 12 day of December, A. D., 1994, before me, the subscriber personally appeared MARY ANNE WESDOCK, Director of the Tax Claim Bureau of Clearfield County, Pennsylvania, who in due form of law acknowledged the foregoing Indenture to be her act and deed and desired that the same might be recorded as such.

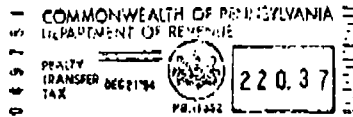
WITNESS my hand and official seal the day and year aforesaid.

William A. Shaw (SEAL)
Prothonotary

My commission expires the first Monday of January, 1998.

I CERTIFY that the precise residence address of the grantee in this indenture is

P. O. BOX 150
WEST DECATUR, PA.
16878-0150



213 0000
VOL 1650 PAGE 549

WEST BRANCH SCH. DIST. DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 220.37
PAID 12/21/94 KAREN L. STARCK
Date Agent

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY 12/21/94
ENTERED OF RECORD
TIME 8:10 PM
BY WAX CLAIM
FEE 13.50
Karen L. Starck, Recorder

Entered of Record Dec. 21, 1994 8:10 AM Karen L. Starck, Recorder

Std 44 220.37
Mem to 110.18
West Branch 110.19

AFFIDAVIT No. 22099

VOL 1649 PAGE 61

TAX CLAIM BUREAU DEED

MADE the Fifth day of December, in the year of our Lord, 1994,

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments
thereto, hereinafter called the GRANTOR,

AND

DAN SANKEY

A

TOM WICK

"IN TRUST"

hereinafter referred to as "GRANTEES"

WHEREAS, the hereinafter described premises were assessed in the name
of CLEARFIELD COUNTY COURTHOUSE, and taxes levied which have not been paid
and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania; and

WHEREAS, after proceeding under the provisions of the Act aforesaid, the
Tax Claim Bureau did expose the said premises to public sale on the
Thirteenth day of September, 1994; and

WHEREAS, the said premises were sold at said public sale to, DAN SANKEY &
TOM WICK, for the sum of Nine Hundred Seventy Eight Dollars and Forty Seven
Cents, (\$978.47), as is more particularly shown in the report and return of
said sale by the Tax Claim Bureau, and at the subsequent confirmation thereof
by the Court of Common Pleas of Clearfield County, Pennsylvania, at
Miscellaneous Docket 10, Page 40.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum
of Nine Hundred Seventy Eight Dollars and Forty Seven Cents, (\$978.47) the
receipt thereof is hereby acknowledged. Grantor does hereby grant and convey
unto the said Grantees, their heirs, successors or assigns the following
described property to-wit

LAWRENCE TOWNSHIP
MAP #123.-J09-269-00124
LOT

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax
Claim No. 92-4767 as the property of CLEARFIELD COUNTY COURTHOUSE.

VOL 1649 PAGE 62

(1) This deed is executed and acknowledged by MARY ANNE WESDOCK, who was duly appointed Director of the Tax Claim Bureau by Resolution of the County Commissioners of Clearfield County, Pennsylvania, dated August 15, 1989.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed in its name and its official seal to be affixed hereto the day and year first above written.

TAX CLAIM BUREAU OF CLEARFIELD
COUNTY, PENNA.

Witness:

James E. Bell

By Mary Anne Wesdock
Mary Anne Wesdock Director

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS:

On this 22 day of December A. D., 1994, before me, the subscriber personally appeared MARY ANNE WESDOCK, Director of the Tax Claim Bureau of Clearfield County, Pennsylvania, who in due form of law acknowledged the foregoing Indenture to be her act and deed and desired that the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

William A. Shaw (SEAL)
Prothonotary.

My commission expires the first Monday of January, 1998.

I CERTIFY that the precise residence address of the grantee in this indenture is

P. O. BOX 150
WEST DECATUR, PA.
16879-0150

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUEREALTY
TRANSFER
TAX

DEC 13 '94



35.73

SD 10:01 AM

VOL 1649 PAGE 63

35.73
Levinson top 17.86
cyd share 17.87

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

*Karen L. Starck*Karen L. Starck
Recorder of DeedsCLEARFIELD AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAXAMOUNT \$ 35.73PAID 12-13-94 KAREN L. STARCK
Date AgentCLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:35 AM 12-13-94
BY TAY (1612)
FEES 13.50
Karen L. Starck, RecorderEntered of Record Dec 13 1994 9:35 AM Karen L. Starck, Recorder

VOL 1667 PAGE 113

THIS DEED,

MADE the 31 day of March, 1995, between HARDCO
REALTY COMPANY, a Pennsylvania Corporation, 102 Windsor, Philipsburg, Pennsylvania,
16866, party of the first part, hereinafter called "GRANTOR",

A
N
D

THOMAS R. WICK and DAN SANKEY, a partnership, P.O. Box 150, West Decatur,
Pennsylvania, parties of the second part, hereinafter called "GRANTEES".

WITNESSETH

That for and in consideration of the sum of Twenty-five Thousand (\$25,000.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby
grant and convey to the said Grantees,

ALL those four (4) certain lots of ground known in W.D. Bigler's Addition to the Borough
of Clearfield, Clearfield County, Pennsylvania, as Lots numbered 2, 3, 4 and 5, bounded and
described as follows:

BEGINNING at a point on West Fourth Avenue Fifty (50) feet from line of
Clearfield Street; thence South along West Fourth Avenue two hundred and
six tenths (200.6) feet to an alley; thence West along said alley one hundred
eighty (180) feet to an alley; thence North along said alley one hundred
ninety-eight and six tenths (198.6) feet to corner of Lot Number 1; thence
along said lot East one hundred eighty (180) feet to place of beginning.

BEING the same premises conveyed to the Grantor herein by Deed of Aaron
P. Clark, et al. dated June 10, 1970 and recorded in Clearfield County Deeds
Book Volume 562 at page 179.

AND, the said grantors will WARRANT SPECIALLY AND FOREVER DEFEND the
property hereby conveyed.

VOL 1667 pg 114

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1960", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

This _____ day of _____

For the purpose of complying with the Act of July 17, 1957, P.L. 984; 52 P.S. Supp. 1551, as amended, of the General Assembly of Pennsylvania, and for no other purpose, there is incorporated herein the following:

NOTICE, THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO COAL OR RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT IN THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

IN WITNESS WHEREOF, the said grantor has caused this instrument to be properly executed the day and year first above written.

HARDCO REALTY COMPANY
BY:

ATTEST:

Secretary



Joan C. Holdren (SEAL)
Joan C. Holdren, President

THIS DEED REGISTERED WITH
BOROUGH OF CLARKFIELD

Bothy Spina
Borough Secretary

VOL 1667 PAGE 115

STATE OF Washington
COUNTY OF Benton

S.S.

On this, the 31 day of March, 1995, before me, the undersigned officer, personally appeared Joan C. Holdren who acknowledged herself to be the President of HARDCO REALTY COMPANY, and that she as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

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

Shari Lockwood
Notary Public Shari Lockwood



VOL 1667 P. 116

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantees herein is as follows:

Thomas W. Wick
 Dan Sankey
 P.O. Box 150
 West Decatur, PA 16878

Thomas W. Wick
Dan Sankey
 Attorney for Grantees

I hereby CERTIFY that this document
 is recorded in the Recorder's Office of
 Clearfield County, Pennsylvania.



Karen L. Starck
 Karen L. Starck
 Recorder of Deeds

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME *4:00pm* *4-3-95*
 BY *Thomas W. Wick*
 FEES *13.00*
 Karen L. Starck, Recorder

CLEARFIELD AREA SCHOOL DISTRICT
 1% REALTY TRANSFER TAX

AMOUNT \$ *250.00*
 PAID *4-3-95* KAREN L. STARCK
 Date Agent

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY TRANSFER TAX APR-3-95
 250.00

Entered of Record *April 3 1995* *4:00pm* Karen L. Starck, Recorder

Hi Tom;

I have to get my name off every thing I own.
The D.A.'s office was in & A State Cop wanted info. on everything;
Amount of Rent; Property; How many guns; Location
my money; they even knew & wanted info on
our loan.

So I expect them to put a FREEZE ON EVERY
thing or AT the end of trail take every thing.

You already own 1/2 & so you might as
well buy the rest "IT'S cheap" I'm going
to loose it ANY way. If the state
doesn't take it, the family of victim will.

If you decide to buy ANY thing try
& find a NOTARY public that will back date things.
(???) (KNOW ANYONE) (OR A BLIND LAWYER)

"DIANE" (STATE WITNESS NOW) WAS MY GIRLFRIEND
THINKS you was buying me out in July; so if
we could get Bill of SALE & ^{USE} fairly later he could hide
the money (I hope) or even say you paid
so much in July / AUGUST / SEPT. / OCT. / ^{even though} I have
a charge. (I told public defense office you was buying me out.)
I SAID I WAS BROKE, they still turned me down.

Look around & see what you can find or figure out.

You CAN write to me. I just CAN'T get
you on the VISITING LIST. (Family only & special times)

I might call once a while, ~~but~~ I have to ~~reverse~~
the charges (\$2.00 for 20 ³/₄ minutes) If I call just deduct from my
share of rent. Tell everyone if you not home (just hang up)
don't expect charges from Danny

FRIDAYS HAPIX HAD AN ADDS
STANDING Logs & PAPER WOOD, TIMBER OF ALL
KINDS 3ACRES & up, Coalport 672-5100 (SAWMILL #)
Home is 672-3237 TIM IRALN
PROHIBITED TRACK

You could say
I been broke &
you been paying bills

I have a hearing on my bail coming up around Dec 23
 respect (5 million)?

the lawyer feel I have a good case, but this
Stacy Parks; ASSISTANT ~~LEGAL~~ DISTRICT ATTORNEY is really
putting it to me. Don't believe my so called confession
they changed it to suit their selves.

THE LAWYER ISN'T SURE; HE FEELS IT SHOULD BE
REASONABLE. (I HOPE SO).

There's a group that comes in here on
every other ^{7-9 PM} SUNDAY EVENING & ~~thurs~~ THURSDAY 7pm - 9pm
called "yoke fellowship."

A big guy "Red", that works on the Railroad &
wears the bottom 1/2 of glasses & 3 women
I think there from your church.

the one woman SWEARS she met me some where
I didn't know where they were from at the time

BUT, I bet I talked to her at John's service.

Well, Kick it around & give it some thought
I'm open for an offer, because I am
going to lose my $\frac{1}{2}$ any way. I suppose
they will auction off at our cost ??? I just don't
know, my lawyer, doesn't say much, He says
That's another case. JB JB JB JB JB

~~Know what?~~ I mean

GIVE ME some IDEAS what I CAN do with my Ho
in Bellefonte. I'm here

DAN SANKEY
410 21ST STREET
CLEARFIELD, PA.
16830

AFTER A MONTH IN HERE
I CAN HONESTLY SAY I MISS YOU EVERY DAY
DANNY
(WRITE BACK.)

2/15/2000

Dear Mr. Bell,

For years I've been trying to find a way to dissolve our partnership. Most people know we had come to an agreement subject to financing on the warehouse apts in Clearfield. Unfortunately I can't finance the amount he wants. We still owe \$22,000. I feel the Partnership should be dissolved as soon as possible. His daughter seems to want the truck & lot in Hyde and at times I can want it also. I have no problem signing off on that & the 3 lots in Woodward Township. The land in Morrisdale can easily be split down the middle giving us a 91% int in 4 1/2 acres each. The two on the 3 lots in Woodward Township should bring enough money to pay for the survey & subdivision of the 87 acres in Morrisdale. This should give him enough equity for bail since all the properties are free & clear. Denny also owes me some money on the Clearfield property. I have \$10,000 cash & I'm still trying to Refinance Clfd to get his name off the mortgage but to complete that deal we need an agreed upon

Buyout price on Clfd minus the value of Hyde & Woodward property. We can also sell at auction the Clfd property but that would take time & possibly less money. Auctioneer said \$65,000 - 1200 for cts & 4% comm. Sincerely, Thomas R. Wick over Please.

FILED

~~SEP 6~~ AUG 25 2000
01:57 PM
William A. Shaw
Prothonotary

PD \$80.00

1cc Sheryl
2cc atty

DAVID R. THOMPSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WICK, THOMAS

00-1051-CD

VS

SANKEY, DANIEL

COMPLAINT IN EQUITY

SHERIFF RETURNS

NOW AUGUST 28, 2000 AT 12:30 PM DST SERVED THE WITHIN
COMPLAINT IN EQUITY ON DANIEL SANKEY, DEFENDANT AT RESIDENCE
CLEARFIELD COUNTY JAIL, 410 21ST ST., CLEARFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL SANKEY
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EQUITY
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

19.33 SHFF. HAWKINS PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

10th DAY OF September 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 Marlynn Harris

CHESTER A. HAWKINS
SHERIFF

FILED

SEP 06 2000
01:10:43 am
William A. Shaw
Prothonotary WAS

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

THOMAS WICK,

Plaintiff

vs.

DANIEL I. SANKEY,

Defendant

: No. 00-1051-CD

:
: Type of Case: Civil/Equity

:
: Type of Pleading:
: Answer to Complaint

:
: Filed on Behalf of:
: Daniel I. Sankey, Defendant

:
: Counsel of Record for this Party:
: F. Cortez Bell, III, Esquire
: I.D. #30183

:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: Telephone: (814)765-5537

FILED

OCT 06 2000

William A. Shaw
Prothonotary

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

THOMAS WICK,

Plaintiff

Vs.

No. 00-1051-CD

DANIEL I. SANKEY,

Defendant

ANSWER TO COMPLAINT

NOW comes the Defendant, Daniel I. Sankey, by and through his attorney, F. Cortez Bell, III, Esquire, who for his Answer to the Plaintiff's Complaint respectfully sets forth and avers as follows:

1. Paragraph 1 of the Complaint is admitted.
2. Paragraph 2 of the Complaint is admitted.
3. Paragraph 3 of the Complaint would be admitted in part and denied in part. It would be admitted that the parties are engaged in a partnership and are subject to a Partnership Agreement dated March 30, 1995. It would be further admitted that the partnership was formed for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in certain related activities such as the rental of rental units contained within premises owned by the partnership. The Defendant would deny those portions of the Partnership Agreement wherein the number 15 has been inserted within Paragraph 10 and the number 15 has been inserted in Paragraph 11 as it is the Defendant's recollection that at the time of the signing of the Partnership Agreement those specific items were not filled in. Strict proof of the denied portion of the averment as represented by Paragraphs 10 and 11 of the Partnership Agreement would be demanded at time of trial or hearing

of the disposition of partnership assets. It is further specifically denied that the Defendant has not participated in the management or conduct of the business since his date of incarceration as the Defendant specifically appointed various individuals by way of Power of Attorney to engage in discussions with Mr. Wick in regard to the current status of the partnership itself, the current management of the partnership itself as well as to obtain an accounting of the assets, liabilities and ongoing expenses of the partnership such that the Defendant could fully participate himself or through his Powers of Attorney participate in the ongoing conduct of partnership. The Plaintiff has failed to participate with the Defendant and/or his agents to carry out the ongoing business of the partnership or to provide an accounting for the same such that both partners might be fully advised as to the status of the partnership matters. Strict proof of the denied averments of Paragraph 10 of the Plaintiff's Complaint would be demanded at time of trial or hearing in this matter.

11. Paragraph 11 of the Complaint is denied. It would be specifically denied that the Plaintiff has been unable to manage, operate or conduct the business of the partnership as a result of the partnership assets being held in 50% ownership. It would be specifically averred by the Defendant that he has through himself or through other individuals who have full Power of Attorney attempted to carry on the business of the partnership and obtain information as to its current status from the Plaintiff but the same has not been provided. Strict proof of the denied averments of Paragraph 11 of Plaintiff's Complaint would be demanded at time of trial or hearing in this matter.

WHEREFORE, the Defendant respectfully requests that your Honorable Court deny Plaintiff's request for Judgment against the Defendant and that your Honorable Court deny the request to dissolve the partnership as well as that your Honorable Court deny the purchase of the partnership assets by the Plaintiff pursuant to the terms of the Partnership Agreement.

COUNT II

12. Paragraph 12 of the Complaint is specifically denied. The Defendant would specifically deny that his arrest and imprisonment in the Clearfield County Jail has in any fashion rendered him incapable of performing his part of the partnership contract. The Defendant would specifically aver that he has appointed various other individuals with full Power of Attorney to represent him with regard to the partnership matters; that he has specifically requested of the Plaintiff through himself as well as through those agents a complete accounting of the status of partnership matters such that the conduct of partnership business might be carried out as well as that the Plaintiff has failed to provide said accounting or indication as to the status of the partnership assets, funds, receipts or debts such that a full and complete carrying out of the partnership business might be conducted. Strict proof of the denied averments of Paragraph 12 of the Plaintiff's Complaint would be demanded at time of trial or hearing in this matter.

13. Paragraph 13 of the Complaint is denied. It is specifically denied that the Defendant is guilty of conduct that effects prejudicially the carrying on of the business. Strict proof thereof would be demanded at time of trial or hearing in this matter.

14. Paragraph 14 of the Complaint is specifically denied. It would be specifically denied that the Defendant has willfully committed a breach of the Partnership Agreement and that the Defendant has conducted himself in matters relating to the partnership business that are not reasonably practical to carry on the business and partnership with himself. The Defendant would aver that at all times he has remained active in the partnership or sought information such that he might remain active and that the Plaintiff has failed to provide necessary and complete information to the Defendant such that he might continue to take an active part in the partnership either by himself or

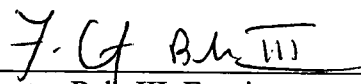
through his duly appointed agents with full Power of Attorney. Strict proof of Paragraph 14 of the Plaintiff's Complaint would be demanded at time of trial or hearing in this matter.

15. Paragraph 15 of the Complaint is denied. The Defendant would specifically deny that the Plaintiff is entitled to or is in a position to request that the Court decree a disillusion of the partnership pursuant to the provisions of Title 15 of Purdons Statutes. Strict proof of the denied averments of Paragraph 15 of the Plaintiff's Complaint would be demanded at time of trial or hearing in this matter.

WHEREFORE, the Defendant respectfully requests that your Honorable Court deny the request of the Plaintiff for a disillusion of the within partnership.

Respectfully submitted,
BELL, SILBERBLATT & WOOD

By,



F. Cortez Bell, III, Esquire
Attorney for Defendant

VERIFICATION

I, Daniel I. Sankey, verify that the statements made within the foregoing Answer to Complaint are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date:

Oct 5, 2000

Daniel I. Sankey
Daniel I. Sankey

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

THOMAS WICK,

Plaintiff

Vs.

No. 00-1051-CD

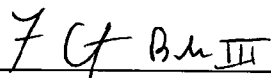
DANIEL I. SANKEY,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing Answer to
Complaint upon the following persons by mailing such copy first class mail, postage prepaid to:

David R. Thompson, Esquire
308 Walton Street, Suite 4
P.O. Box 587
Philipsburg, PA 16866



F. Cortez Bell, III, Esquire
Attorney for Defendant

Date: 10-6-2000

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 00-1051-CD

THOMAS WICK,

Plaintiff

vs.

DANIEL I. SANKEY,

Defendant

ANSWER TO COMPLAINT

FILED

OCT 06 2000

William A. Shaw
Prothonotary

atty Bell

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

| | | |
|----------------|-----------|----------------|
| THOMAS WICK, | : | |
| | Plaintiff | : |
| VS. | : | NO. 00-1051-CD |
| | : | |
| DANIEL SANKEY, | : | |
| | Defendant | : |

CASE NUMBER: 00-1051-CD

TYPE OF CASE: Civil/Equity

TYPE OF PLEADING: MOTION FOR SUMMARY JUDGMENT

FILED ON BEHALF OF: Plaintiff

| | |
|-----------------------------------|------------------------------|
| COUNSEL OF RECORD FOR THIS PARTY: | R. DENNING GEARHART, ESQUIRE |
| | Supreme Court I.D. #26540 |
| | 215 East Locust Street |
| | Clearfield, PA 16830 |
| | (814) 765-1581 |

FILED

JUL 23 2001

William A. Shaw
Prothonotary

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

:
:
:
:
:
:
:

No. 00-1051-CD

MOTION FOR SUMMARY JUDGMENT

AND NOW, comes the Plaintiff, Thomas Wick, by and through his attorney, R. Denning Gearhart, Esquire, who moves for summary judgment on the action brought by him, and in support of this motion avers as follows:

COUNT I - BREACH OF WRITTEN PARTNERSHIP AGREEMENT

1. On or about August 25, 2000, Plaintiff commenced this action by filing a Complaint against the Defendant.
2. On or about October 6, 2000, the Defendant filed an Answer to the Complaint.
3. At that time, the pleadings in this action were closed.
4. In his Complaint, Plaintiff has alleged the existence of a written Partnership Agreement for the purchase, holding and development of real property.
5. The terms and conditions of the partnership are contained in the written agreement attached to and made a part of the complaint, which are not in dispute.
6. By virtue of the written Partnership Agreement, the parties are joint owners of various tracts of real property located within Clearfield County. Specifically, the parties are

joint owners of various pieces of real property as described in the following Clearfield County Deed Books: Volume 1649, Page 597; Volume 1650, Page 547; Volume 1649, Page 61; and Volume 1667, Page 113.

7. Pursuant to the written agreement, the Defendant made an offer to dissolve the partnership by the Plaintiff's purchasing Defendant's interest in the property. (The written letter to Plaintiff by Defendant containing said offer was attached to and made a part of the Complaint.)

8. Pursuant to the terms of the written agreement, the Plaintiff expressed his intent and agreement with Defendant's offer of dissolution. (A copy of Plaintiff's letter to Defendant containing said acceptance was attached to and made a part of the Complaint.)

9. Plaintiff has obtained appraisals of said tracts of real property establishing the sum of Ninety-two Thousand Two Hundred(\$92,200.00) Dollars as an aggregate fair market value for said property.

10. In addition, there are liabilities to the partnership as follows:

(a) USA, SBA - \$22,000.00

(b) Tom Wick (Money loaned to the business to keep it afloat) - \$3,000.00

(c) Tom Wick (Money for appraisals) - \$1,050.00

11. Plaintiff maintains that the appraised values of the real property sets forth an accurate book value of the tangible partnership assets.

12. It is undisputed that the parties each own fifty (50%) percent of the partnership.

13. Paragraph 10 of the written Agreement sets forth the terms of the purchase. Payment of the purchase price shall be within fifteen (15) years in quarterly installments without interest.

14. Pursuant to the Pennsylvania Rules of Civil Procedure, Rule 1035.2(1), after the relevant pleadings are closed but within such time as not to unreasonably delay trial, any party may move for summary judgment in whole or in part as a matter of law whenever there is no genuine issue of any material fact as to a necessary element of the defense which could be established by additional discovery or expert report.

15. Plaintiff maintains that there exists no genuine issue of material fact with regard to the written expressed intentions of the parties to dissolve the partnership by Plaintiff's purchasing Defendant's interest in the partnership assets pursuant to the terms and conditions of the written agreement.

WHEREFORE, Plaintiff requests your Honorable Court to enter judgment in his favor ordering dissolution of the partnership, with Plaintiff paying to Defendant the sum of Thirty-Three Thousand Seventy-five and 00/100 (\$33,075.00) Dollars, representing one-half of the book value of all tangible partnership assets. Plaintiff further prays that said purchase be structured over fifteen years with the Plaintiff paying Defendant quarterly installments without interest.

COUNT II - DISSOLUTION OF PARTNERSHIP

PURSUANT TO TITLE 15 PA. C.S. SECTION 8354 (a)(2),(3) AND/OR (4)

16. Paragraphs 1 through 15 are incorporated herein as though set forth in full.

17. On or about November of 1999, the Defendant was arrested and subsequently charged and convicted of criminal homicide. Upon conviction, the Defendant was sentenced to life in prison without the possibility of parole, and is currently incarcerated at a State Correctional Institution.

18. By virtue of his conviction and subsequent life sentence, the Defendant has been rendered incapable of performing his duties and obligations under the partnership agreement.

19. Defendant's conduct has and will continue to prejudicially affect the carrying on or the partnership business.

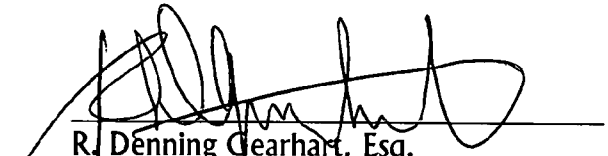
20. The Defendant has conducted himself in matters relating to the partnership business in a manner that is not reasonably practical to carry on the business of the partnership with him.

21. Title 15 PA.C.S., Section 8354 (a)(2), (3) and (4) provides as follows:

22. Plaintiff maintains that there exists no genuine issue of material fact as to Defendant's violations of the provisions contained in Title 15 PA.C.S., Section 8354 (A)(2), (3) and (4) given the circumstances surrounding his incarceration and sentence.

WHEREFORE, Plaintiff requests your Honorable Court to enter judgment in his favor ordering dissolution of the partnership, with Plaintiff paying to Defendant the sum of Thirty-three Thousand Seventy-five and 00/100 (\$33,075.00) Dollars, representing one-half of the book value of all tangible partnership assets. Plaintiff further prays that said purchase be structured over fifteen years with the Plaintiff paying Defendant quarterly installments without interest.

Respectfully submitted,



R. Denning Gearhart, Esq.
Attorney for Plaintiff

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD

:

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared THOMAS WICK, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Motion are true and correct to the best of his knowledge, information and belief.

Thomas Wick

THOMAS WICK

Sworn to and subscribed

before me, this 20 Day of

July, 2001.

Kathleen A. Ricotta

Notary Public

V:\Kar\WICKMOT.WPD

NOTARIAL SEAL
KATHLEEN A. RICOTTA, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires June 7, 2005

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - EQUITY
No. 00-1051-CD

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

MOTION FOR SUMMARY JUDGMENT

FILED

11/23/2001
01/31/30
William A. Shaw
Prothonotary

Wick
Shaw

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

:
:
:
: No. 00-1051-CD
:
:
:

BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

The parties entered into a Partnership Agreement for the purposes of the buying, developing and renting certain properties. They agreed that there would be equal contributions and an equal share of the profits.

The Partnership Agreement, a copy of which is attached as Exhibit "A", provides that in the event of the dissolution of the partnership, one partner may have the right to purchase the other partner's interest by buying the same for the appraised value of the partnership, less the outstanding liabilities.

Upon the Defendant's incarceration, conviction and sentence relating to a homicide, the partnership needs to be dissolved. Demands were made based on the appraisals. The appraised values of the property were Ninety-two Thousand Two Hundred (\$92,200.00) Dollars, with liabilities of Twenty-six Thousand Fifty (\$26,050.00) Dollars, leaving a net value of Sixty-Six Thousand One Hundred Fifty (\$66,150.00) Dollars.

 **RECEIVED**

JUL 23 2001

COURT ADMINISTRATOR'S
OFFICE

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

:
:
:
: No. 00-1051-CD
:
:
:

BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

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Upon the Defendant's incarceration, conviction and sentence relating to a homicide, the partnership needs to be dissolved. Demands were made based on the appraisals. The appraised values of the property were Ninety-two Thousand Two Hundred (\$92,200.00) Dollars, with liabilities of Twenty-six Thousand Fifty (\$26,050.00) Dollars, leaving a net value of Sixty-Six Thousand One Hundred Fifty (\$66,150.00) Dollars.


 **RECEIVED**

JUL 23 2001

COURT ADMINISTRATOR'S
OFFICE

Plaintiff filed a Complaint. The Answer and Response shows no issue of fact left to be decided. Summary Judgment should be allowed to purchase the Defendant's interest for Thirty-three Thousand Seventy-five (\$33,075.00) Dollars.

Respectfully submitted,



R. Denning Gearhart, Esq.
Attorney for Plaintiff

PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of MARCH
1995, by and between THOMAS WICK, P. O. Box 150, West Decatur, Pennsylvania 16878

A

N

D

DANIEL SANKEY, 730 Bud's Alley, Bellefonte, Pennsylvania 16823.

WHEREAS, the parties hereto have agreed to enter into and carry on a partnership for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities; and,

WHEREAS, the parties hereto intending to be legally bound hereby, agree as follows:

1. The parties do hereby agree to carry on a partnership business for the purpose of operating the aforesaid business.
2. The business address of the business of the partnership shall be P. O. Box 150, West Decatur, PA 16878 and at such other localities within and without the Commonwealth of Pennsylvania as may be agreed upon from time to time by the partners.
3. The parties shall be equal partners.
4. An individual capital account shall be maintained for each partner and no withdrawal of capital contribution of the partners shall be made by any partner without the consent of the others or upon final dissolution of the partnership.
5. The net profits or net losses of the partnership shall be distributable or chargeable as the case may be to each of the partners in proportion to their interest as set out above. An individual income account shall be maintained for each partner and the profits and losses shall be credited or debited to the individual income accounts as soon as practical after the close of each fiscal year.
6. If such income accounts shall, at the end of such year, show a profit, the same may, if the partners so agree, be withdrawn by said partners or credited to and added to the partners capital account. If the income account shall, at the end of any year show a loss, such loss shall be debited from the capital accounts of the partners.
7. Each of the partners shall have their proportionate voice in the management and conduct of the business, and each partner shall devote such time and attention to the partnership business as

GEORGE B. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

EXHIBIT

A

the partners shall from time to time agree.

8. Each partner may draw such a sum of salary as shall, from time to time be agreed upon, which sums shall be deducted from profits before computing the profit or loss shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore and shall not be an obligation of the partners individually.

9. It is further agreed by and between the partners hereto that no debts shall be incurred in the name of the partnership without the consent of all parties. If any partner shall, without the consent of the other, obligate the partnership such partner shall, at the option of the other partner, assume such debt or obligation as his personal undertaking and save the other partner harmless therefrom.

10. If and in the event that a partner desires to terminate his interest in the Partnership, he shall give the other partner written notice of his intention to withdraw. The remaining partner may elect to purchase the withdrawing partner's interest provided said election is made, in writing, within ninety (90) days from the date of the notice of intention to withdraw. The purchase price shall be his proportionate share of the book value of all tangible assets owned by the Partnership less his proportionate share of any Partnership debt. Payment of the purchase price shall be within 15 years in quarterly installments without interest. If the remaining partner does not elect to purchase the interest of the withdrawing partner, the Partnership shall be terminated and the assets of the Partnership liquidated with each partner receiving his proportionate share of any excess generated by the liquidation of the Partnership or assuming personal responsibility for his pro-rata share of Partnership debt to the extent that the debts exceed the liquidated assets.

11. In the event of the death of a partner, the surviving partner shall have a period of ninety (90) days to elect to purchase the deceased partner's interest in the same manner and under the terms and conditions set forth in the preceding paragraph. Provided, however, that the purchase price of the Partnership shall be fair market value to be determined by appraisal by a licensed real estate appraiser and interest shall accrue on the unpaid balance of the purchase price at Prime rate plus 1% and payment shall be over a period of 15 years in quarterly installments. If the surviving partner does not elect to purchase the interest of the deceased partner the Partnership shall be terminated and the assets disposed of.

12. Upon agreeing to the purchase of the deceased partner's interest by the surviving partner

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILADELPHIA, PA

as established under this agreement, such personal representative shall sign and execute deeds, conveyances, bills of sale and other instruments as may be reasonably required to transfer to the surviving partner all of the right, title and interest of the deceased partner in and to the said partnership assets.

13. If and in the event any partner shall contemplate voluntarily entering bankruptcy or making any assignment or agreement for the benefit of his creditors, involving his interest in the partnership, said act shall constitute an offer to sell his interest in the partnership and said interest shall be valued as provided in paragraph 10 if said offer is accepted by the other partner.

14. All bank accounts of the partnership shall be carried in such bank or banks and be subject to such signature or signatures as may be determined from time to time by agreement of the partners.

15. All the books of the partnership shall be open for the inspection of the partners or their representatives at any time during business hours.

16. All notices provided for herein shall be in writing and sent to the last known address of the party to whom notice is to be given by United States certified mail, postpaid.

17. The right, duties and obligations of the parties hereto shall not be assigned or transferred without the written consent of the other party.

18. This Agreement executed in triplicate shall be binding on the parties hereto jointly and severally, their heirs, assigns, executors, administrators and trustees as though they had been mentioned throughout this agreement, and each executed copy hereof shall be deemed an original of such agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above mentioned.

WITNESS:

James B. Eggen

Thomas R. Wick (SEAL)
Thomas Wick

Richard Peters

Daniel Sankey (SEAL)
Daniel Sankey

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION - EQUITY
No. 00-1051-CD

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

BRIEF IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

| | | |
|----------------|---|----------------|
| THOMAS WICK, | : | |
| Plaintiff | : | |
| | : | |
| vs. | : | No. 00-1051-CD |
| | : | |
| DANIEL SANKEY, | : | |
| Defendant | : | |

| | |
|---------------------|------------------------|
| CASE NUMBER: | No. 00-1051-CD |
| TYPE OF CASE: | Civil - Equity |
| TYPE OF PLEADING: | CERTIFICATE OF SERVICE |
| FILED ON BEHALF OF: | Plaintiff |

| | |
|-----------------------------------|--|
| COUNSEL OF RECORD FOR THIS PARTY: | R. DENNING GEARHART, ESQUIRE Supreme Court I. D. #26540 215 East Locust Street Clearfield, PA 16830 (814) 765-1581 |
|-----------------------------------|--|

FILED

JUL 24 2001

William A. Shaw
Prothonotary

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

THOMAS WICK,

Plaintiff

vs.

DANIEL SANKEY,

Defendant

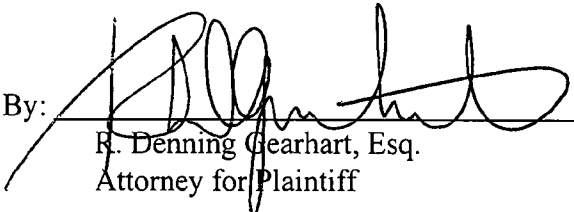
:
:
:
: No.00-1051-CD
:
:
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Motion for Summary Judgment and Brief in Support of Motion for Summary Judgment on the Defendant through Defendant's attorney by depositing such documents in the United States Mail postage pre-paid and addressed as follows:


F. Cortez Bell, III, Esq.
BELL, SILBERBLATT & WOOD
318 E. Locust Street
P. O. Box 670
Clearfield, PA 16830

By:


R. Denning Gearhart, Esq.
Attorney for Plaintiff

Dated: July 23, 2001

FILED

JUL 24 2001
Ottawa
William A. Shaw
Prothonotary


TO CLERK/PROTHONOTARY OF CLEARFIELD CTY.

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

THOMAS WICK,
Plaintiff

-vs-

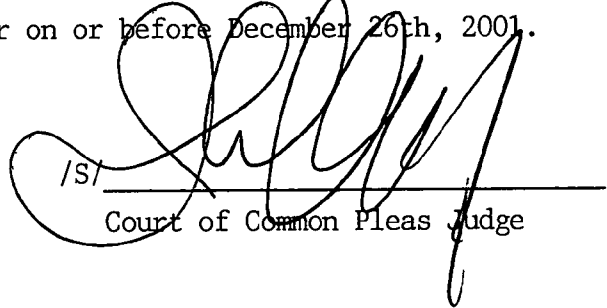
DANIEL SANKEY,
Defendant

1051
: Civil Action No. 00-~~1015~~-CD
: CIVIL ACTION LAW
:
: Judge J.K. Reilly, Jr.
: JURY TRIAL DEMANDED

ORDER

AND NOW this 30, day of Jan, 2001, upon consideration of the foregoing Petition for an Extension of 120 days in which to file Opposition Documents, it is hereby GRANTED AND DECREED, that the Defendant shall file his Opposition Documents within 120 days, or on or before December 26th, 2001.

IT IS SO ORDERED AND DECREED.

/s/ 
Court of Common Pleas Judge

CC: Mr. Daniel I. Sankey
EL-6018-SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

Mr. R. Denning Gearhart
215 E. Locust Street
Clearfield, PA 16830

Court Administrator
Courthouse

FILED

SEP 04 2001

William A. Shaw
Prothonotary

FILED

SEP 04 2001

William A. Shaw
Prothonotary

W. A. Shaw

Eric P. S. S. S. S.

(7)

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

THOMAS WICK, : CIVIL ACTION NO. 00-1051-CD
Plaintiff :
-vs- : CIVIL ACTION LAW
DANIEL SANKEY, :
Defendant :
: JURY TRIAL DEMANDED

PETITION FOR AN EXTENSION
OF TIME TO FILE OPPOSITION
TO PLAINTIFF'S SUMMARY
JUDGMENT MOTION

TO THE HONORABLE, JUDGES OF THE ABOVE SAID COURT:

NOW COME the Petitioner Daniel Sankey, Defendant pro se, and respectfully request this Court for an Extension of time to file his opposition to the Plaintiff's Motion For Summary Judgment, and represents the following, to wit:

[1] Petitioner is presently incarcerated at the State Correctional Institution at Greensburg, Pennsylvania.

[2] Petitioner Counsel has continued to refused to provide Petitioner with any information and/or documents regarding this action, and therefore, he is not aware of documents filed by FORMER COUNSEL F. CORTEZ BELL, III, nor is he aware of documents received by said counsel to this date.

[3] Petitioner JUST received the follwoing documents from FORMER COUNSEL F. CORTEZ BELL, III, on FRIDAY, AUGUST 24th, 2001 at 4:30PM:

(a) A letter from counsel's secretary dated August 17th, 2001, signed by D.A. Yarger;

(b) Copy of letter from attorney R. Denning Gearhart to counsel Bell, III, dated 08/23/01;

(c) Copy of letter to Court Administrator dated July 23, 2001 from R.Denning Gearhart;

(d) Motion For Summary Judgment filed by atty R. Denning Gearhart, filed stamped "JUL 23 2001" by the Court Prothonotary; as well as the Brief in Support of The

FILED

AUG 30 2001

William A. Shaw
Prothonotary

Summary Judgment motion and Plaintiff's Affidavit and a copy of the agreement between Plaintiff and Defendant.

(e) A letter from Counsel Bell, III's secretary with a letter enclosed from the Court Administrator indicating that Defendant's Brief was due on Monday, August 27th, 2001.

[4] According to the enclosed letter with FORMER COUNSEL BELL, III's Secretary's Letter, Defendant's Brief is due on Monday, August 27th, 2001, in which there is no way Petitioner will be able to provide the Court with said Brief on such short notice even if Petitioner was an attorney lettered in the law.

[5] Petitioner requests this Court for an Extension of One Hundred Twenty (120) days in which to file his Opposition Documents to Plaintiff's Motion For Summary Judgment.

[6] Petitioner requests this Court to direct FORMER COUNSEL F. CORTEZ BELL, III, to provide the true copies or in the alternative, a copy of any and or all documents he possess in the above-captioned matter to Petitioner forth with so that Petitioner can adequately prepare his Opposition Documents to the Plaintiff's Motion For Summary Judgment in a timely manner.

[7] This case involves a significant issue regarding the truthfulness of the parties involve, and the misleading value of the properties involve as Plaintiff has misled the Court in his attempt to steal the property from the Petitioner at a very lower value than said property is valued to this date.

[8] Petitioner is a layman not lettered in the law, and therefore has very limited access to the Law Library, in which he must do his own research of the law, and prepare arguments and briefs.

[9] Petitioner cannot adequately prepare his Opposition Documents and provide the Court with said documents within the amount of time at present, and due to the incompetency of FORMER COUNSEL BELL, III, Petitioner was also not informed of said due date until this past weekend in whcih the Court had scheduled monday, August 27th, 2001 as said due date.

[10] The Plaintiff will not be prejudice by the Court GRANTING of the Petitioner's Petition for an Extension of 120 days in which to prepare and file his Opposition Documents to the Plaintiff's Motion For Summary Judgment.

[11] Petitioner avers that it was not him, nor did he contributed to the refusal of FORMER COUNSEL BELL, III, in not providing the requested documents requested several times before by Petitioner from said FORMER COUNSEL to no avail.

[12] For the Court to deny Petitioner's Petition for an Extension of the 120 days in which to research, prepare Opposition Documents, would be an extreme miscarriage of justice, as well as a denial of Petitioner's Constitutional Rights to Equal Protection and Due Process Clause, guaranteed by both, the Federal and State Constitutions.

WHEREFORE, for each of the foregoing reasons, it is respectfully requested that this Court GRANT an Extension of 120 days for Petitioner, pro se to file his Opposition Documents, until December 26, 2001

Dated: 8/27/ 2001

By: Daniel Sankey
Daniel Sankey,

CERTIFICATE OF SERVICE PROOF

I hereby certify that I have caused to be serve a true and correct copy of the foregoing Petition for an Extension of Time upon the below named persons, in the manner indicated below, by First Class Mail, prepaid at SCI Greensburg, PA 15601.

ADDRESSED AS FOLLOWS:

Mr. R. Denning Gearhart
215 East Locust Street
Clearfield, PA 16830

Mr. F. Cortez Bell, III
318 East Locust Street
Clearfield, PA 16830

Court Administrator
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Hon. John K. Reilly, Jr., P.J.
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

Dated: 8/27/ 2001

/s/ Daniel Sankey
Daniel Sankey, Petitioner, pro se

EL 6018 SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

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William A. Shaw
Prothonotary

By: Senken

qk

(1) CA

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

THOMAS WICK,
Plaintiff

VS.

DANIEL I. SANKEY,
Defendant

: NO. 00-1051-CD
:
:
: Type of Case: Civil
:
: Type of Pleading:
: Motion to Withdraw as
: Counsel
:
: Filed on Behalf of:
: F. Cortez Bell, III, Esquire
:
: Counsel of Record for This
: Party:
: F. Cortez Bell, III, Esq.
: I.D. #30183
:
: BELL, SILBERBLATT & WOOD
: 318 East Locust Street
: P. O. Box 670
: Clearfield, PA 16830
: Telephone: (814) 765-5537
:
:

FILED

OCT 01 2001

William A. Shaw
Prothonotary

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

| | | |
|-------------------|---|----------------|
| THOMAS WICK, | : | |
| Plaintiff | : | |
| | : | |
| VS. | : | No. 00-1051-CD |
| | : | |
| DANIEL I. SANKEY, | : | |
| Defendant | : | |

MOTION TO WITHDRAW AS COUNSEL

NOW COMES, F. Cortez Bell, III, Esquire, Petitioner, who for his Motion to Withdraw as Counsel respectfully sets forth and avers as follows:

1. That the above captioned matter is before your Honorable Court as a result of a Complaint filed by the Plaintiff, Thomas Wick, by which a Court Order was sought dissolving a partnership by and between the Plaintiff and the Defendant as well as seeking a Court Ordered division of certain real estate interests held in the name of the partnership.

2. That the above captioned matter is currently before the Court as a result of a Motion for Summary Judgment filed by counsel for the Plaintiff after all responsive pleadings had been filed.

3. That the Defendant, Daniel Sankey, by letter dated August 12, 2001 expressed dissatisfaction with the representation that your Petitioner, F. Cortez Bell, III, Esquire has provided in the above captioned matter and directing that your Petitioner take

no further action on his behalf as to this matter. Attached hereto and incorporated herein by reference is a complete copy of said letter.

4. That the Defendant in addition on August 12, 2001 indicated by letter a desire to commence disciplinary proceedings against your Petitioner, F. Cortez Bell, III, Esquire and to that effect sought an appropriate complaint form in order to register his complaint. Attached hereto and incorporated herein by reference is a complete copy of said letter.

5. That the Defendant on or about August 29, 2001 filed a Pro-Se Petition for Extension of Time to file opposition to Plaintiff's Summary Judgment Motion. By that Petition, the Defendant sought an extension of time through December 26, 2001 to file his reasons in opposition to the Summary Judgment request. Attached hereto and incorporated herein by reference is a complete copy of said Petition.

6. That as a result of the request of the Defendant that he is dissatisfied with counsel's representation; that he wishes to file a disciplinary proceeding against counsel and/or that he does not wish counsel to represent him, this Petition is being filed to withdraw the appearance of counsel previously entered.

WHEREFORE, your Petitioner, F. Cortez Bell, III, Esquire respectfully requests that your Honorable Court enter an Order granting the Motion for Withdrawal of Appearance.

Respectfully submitted,

BELL, SILBERBLATT & WOOD
By

F. Cortez Bell, III
F. Cortez Bell, III

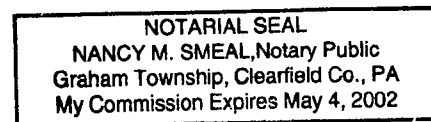
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared F. Cortez Bell, III, ESQUIRE, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Motion to Withdraw as Counsel are true and correct to the best of his knowledge, information and belief.

F. Cortez Bell, III
F. Cortez Bell, III, ESQUIRE

SWORN and SUBSCRIBED before me
this 1st day of October, 2001.

Nancy M. Smeal
Notary Public



RECEIVED AUG 15 2001

DANIEL I. SANKEY

EL 6018 SCI GREENSBURG
RD #10, BOX 10
GREENSBURG, PENNSYLVANIA
15601

August 12th, 2001

Mr. F. Cortez Bell, III
Attorney at Law
318 East Locust Street
Clearfield, PA 16830

and

Mr. Thomas M. Dickey
Attorney at Law
312 Union Avenue
Altoona, PA 16602

Dear Attorneys:

By way of brief introduction, my name is Daniel I. Sankey. I was to have been represented by each of you to no avail. And, to this date, you alleges you are representing me on my appeal, but yet you have and continues to refuse to communicate with me, nor has you provided me with any of the requested documents. Which is some kind of representation!

You have falsely requested for funds in which you rendered no service to me and/or my family. You requested funds to hire an expert for my trial, which I am still waiting for said hired expert to come and testisfy, in which the trial has since been completed, and I convicted thanks to each of you.

I requested several times to testisfy in my own behalf, in which I had a right to do so, and you refused to allow me to take the witness stand in my own defense.

I was never told by Mr. Bell that he was a Public Defender, in which I found out through my own investigation. But yet you took Twenty Thousand Dollars (\$20,000.00) plus and rendered no service and has refused to refund my and/or my family money. And I discharged you from the case and you and Mr. Dickey conspired to bring you back into the case, which is totally a conflict of interest, and a violation of both, my constitutional rights and the professional code of conduct.

As for Mr. Dickey, you have taken funds in which you rendered no services and at this point, still running up a bill, in which I have and my family has both informed you to discharge yourself from representing me, but, you and your secretary conspired to lie to my family and tell them that they cannot fire you during an appeal. I am requesting you to provide me with a copy of that law!

Attys F.C.Bell, III &
T.M. Dickey
page 2 continues
08/12/01

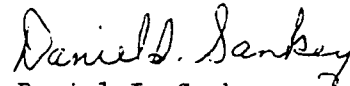
I am by this letter, demanding that each of you provide me with a complete copy of each and every document you have in your file(s) regarding my case before either or both; the Court of Common Pleas Court and/or the Superior Court of Pennsylvania regarding Criminal Numbers 1999-0877-CR and/or 599 WDA 2001 in the Court of Common Pleas and the Superior Court of Pennsylvania, respectively, within ten (10) days of this letter, which serves as a notice that LEGAL ACTION AGAINST BOTH OF YOU WILL BE FILE!

Furthermore, I am demanding that each of you refrain from any further involvement in my case...either CIVIL and CRIMINAL. You are and has been discharged long ago, but you have refused to accept it because you are attempting to milk my family dry, and then tell them and/or me that you can do nothing to help me. You have attempted to pressure me into signing over all I had to you under the false pretense of administrator, and also falsely told me that the Court/Judge said I could sell asset as long as it was for my legal defense. Beside that, you have provided the alleged victim's family members with a complete listing of my property, and other items, in which you not once consulted with me, and you have violated, both of you, the ATTORNEY-CLIENT PRIVILEGE!

Finally, I am informing you that I am forwarding a copy of this letter to the Superior Court to be made a part of my Appeal Record, as I am also providing a copy to the below named officials and/or agencies.

YOU ARE NO MY ATTORNEYS, SO EXCEPT IT NOW AND FOREVER!

Respectfully submitted,


Daniel I. Sankey

CC: Hon. John P. Flaherty, Chief Justice, Supreme Court of Pa.
The Disciplinat Bd. of the Supreme Ct. of Pa.
Judicial Conduct Board
State Bar Association
National Bar Association
Clearfield County Bar Association
Clerk of Courts/Prothonotary, Court of Common Pleas
Family Members -2 (sister & daughter)
20/20 and 48 Hours TV NEWS

D A N I E L I . S A N K E Y

EL 6018 SCI GREENSBURG
RD #10, BOX 10
GREENSBURG, PENNSYLVANIA
1 5 6 0 1

August 12th, 2001

TO THE FOLLOWING AGENCIES AND OFFICIALS:

Honorable John P. Flaherty
Chief Justice, Supreme Court
Commonwealth of Pennsylvania
Six Gateway Center, Suite 1020
Pittsburgh, PA 15222

and

Ms Helen M. Kester, Esq.
Counsel-in-charge
The Disciplinary Board
of the Supreme Court
Union Trust Building
501 Grant Street
Pittsburgh, PA 15219

and

Mr. James G. Collins, Chairman
and Mr. Vincent J. Quinn, Chief Counsel
Judicial Conduct Board
225 Market Street
Harrisburg, PA 17101-2126

Dear Officials of the above-named agencies:

By way of brief introduction, my name is Daniel I. Sankey. I am hereby with this document, making it a matter of record that I am requesting that you and/or your agency conduct a full and complete investigation of the attorneys listed herein [F. Cortez Bell, of Clearfield County, and Thomas M. Dickey of Blair County] due to their misconduct conduct and criminal activiities during their allegedly representation of this author.

The named attorneys listed above, have, among other things, falsely obtained funds from my elderly family members, lied, failed to fulfill their professional obligation to me as a client, violated the Attorney-Client Privileged, refused to allow me to testify in my own behalf at my trial as I requested, obtained funds for an expert witness, in which they never hired and refused to return said funds.

Failed to visit and allow me my right to participate in the preparation of my defense, called the County Prison and had them to prepare me for a phone conference, in which I waited in the holding cell for more than an hour and a half to no avail.

I had discharged Mr. Bell in which I was pressured by Mr. Dickey to rehire hime and therefore they had me paying Bell and Dickey for services they never rendered, and they fell below the normal competency of professional and fulfilling their duties and responsibilities as an attorney.

Both attorneys were informed that they were fired and they have refused to accept said, in which Dickey has conspired with his secretary to lie to my family members and tell them that Dickey cannot be discharge due to appeal documents to be filed and said appeal pending. All to remain on the case only to milk my family members dry of the little funds they have in their fight to get justice for me.

I am aware of their kinds, all they want is money and no service rendered and once they have milk my family members dry of the little funds they have, then they will tell them, as they have not and do not communicate with me, that "there's nothing we can do"!

They have both cheated me out of more than Fifty Thousand Dollars [\$50,000.00], and yet, I am sitting here doing life in prison due to incompetent attorneys who main purpose was to charge me a high fee and do nothing for it.

They did not pick the jury and rendered no assistance to me in doing so. They have continued to refused to communicate with me, and only with my family members when they are asking for more money. They have attempted to have me sign over all my asset under their care and the court illegally placed a hold on the remainder of my asset as to the attorneys say for the alleged victim's family to sue me and have something to obtain, the attorney filed a motion with the court trying to get One Hunderd Thousand Dollars [\$100,000.00] to no avail

The attorneys have refused to provide me with any appeal documents to this date, and nor will they communciate with me, either by phone or mail. And Dickey wanted to have Bell on the case to cover his rear for not visiting me during pre-trial and post-trial proceedings.

The attorneys held hearings with the court regarding my case without allowing me to be present, in violation of my rights, and Bell was a Public Defender of Clearfield County and never informed me of said until I found out through my own investigation.

As you can see from the enclosed letter to each of the individual attorneys, that I have also taken the liberty of forwarding said to the Superior Court to be made a part of the record.

Both attorneys have not fulfilled their obligations as an attorney representing a client and both never prepared for the trial in any way, nor did either of them interviewed any of the Commonwealth's witnesses, and refused to allow me to testify in which my freedom was the issue in this case.

page 3
08/12/01

I request that this letter-complaint be made part of the investigation in to the criminal conduct of the above named two attorneys, and I am requesting that you and/or your agency not sweep this under the rug because of their alleged status claimed to be an attorney, in which they should not be allowed to practice law in the WORLD! Nevertheless, this Commonwealth or USA...but the WORLD!

I am also requesting that you provide me with any and/or all forms necessary to file a formal complaint with your agency, if you cannot accept this document as said. I will be awaiting your response, regardless of the reply, so that I can make a decision as to what step to take next against these criminals so that they will not falsely steal funds from any one else, and not knowing how many others they have treated like myself.

I am sure you all are member of the National and State bar Association, and therefore you will attempt to protect each other, but, please be aware that I am prepared to take this matter to whoever it takes to obtain the illegal funds back from these criminal attorneys. I am asking you as you have the authority, and the duty and obligation due to your position and/or elected duty.

I thank you for your time and attention to this letter-complaint, and I trust you will reply within a very reasonable time due to the essential nature of this document.

Respectfully submitted,

/s/ Daniel I. Sankey
Daniel I. Sankey
Victim of attorneys' abuse

CC: Superior Court [Western District Dkt. No. 599 WDA 2001]
Family Member
Others if necessary

RECEIVED AUG 29 2001

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

THOMAS WICK, : CIVIL ACTION NO. 00-1051-CD
Plaintiff :
-vs- : CIVIL ACTION LAW
DANIEL SANKEY, :
Defendant :
: JURY TRIAL DEMANDED

P E T I T I O N F O R A N E X T E N S I O N
O F T I M E T O F I L E O P P O S I T I O N
T O P L A I N T I F F ' S S U M M A R Y
J U D G M E N T M O T I O N

TO THE HONORABLE, JUDGES OF THE ABOVE SAID COURT:

NOW COME the Petitioner Daniel Sankey, Defendant pro se, and respectfully request this Court for an Extension of time to file his opposition to the Plaintiff's Motion For Summary Judgment, and represents the following, to wit:

[1] Petitioner is presently incarcerated at the State Correctional Institution at Greensburg, Pennsylvania.

[2] Petitioner Counsel has continued to refused to provide Petitioner with any information and/or documents regarding this action, and therefore, he is not aware of documents filed by FORMER COUNSEL F. CORTEZ BELL, III, nor is he aware of documents received by said counsel to this date.

[3] Petitioner JUST received the follwoing documents from FORMER COUNSEL F. CORTEZ BELL, III, on FRIDAY, AUGUST 24th, 2001 at 4:30PM:

(a) A letter from counsel's secretary dated August 17th, 2001, signed by D.A. Yarger;

(b) Copy of letter from attorney R. Denning Gearhart to counsel Bell, III, dated 08/23/01;

(c) Copy of letter to Court Administrator dated July 23, 2001 from R. Denning Gearhart;

(d) Motion For Summary Judgment filed by atty R. Denning Gearhart, filed stamped "JUL 23 2001" by the Court Prothonotary; as well as the Brief in Support of The Summary Judgment motion and Plaintiff's Affidavit and a copy of the agreement between Plaintiff and Defendant.

(e) A letter from Counsel Bell, III's secretary with a letter enclosed from the Court Administrator indicating that Defendant's Brief was due on Monday, August 27th, 2001.

[4] According to the enclosed letter with FORMER COUNSEL BELL, III's Secretary's Letter, Defendant's Brief is due on Monday, August 27th, 2001, in which there is no way Petitioner will be able to provide the Court with said Brief on such short notice even if Petitioner was an attorney lettered in the law.

[5] Petitioner requests this Court for an Extension of One Hundred Twenty (120) days in which to file his Opposition Documents to Plaintiff's Motion For Summary Judgment.

[6] Petitioner requests this Court to direct FORMER COUNSEL F. CORTEZ BELL, III, to provide the true copies or in the alternative, a copy of any and or all documents he possess in the above-captioned matter to Petitioner forth with so that Petitioner can adequately prepare his Opposition Documents to the Plaintiff's Motion For Summary Judgment in a timely manner.

[7] This case involves a significant issue regarding the truthfulness of the parties involve, and the misleading value of the properties involve as Plaintiff has misled the Court in his attempt to steal the property from the Petitioner at a very lower value than said property is valued to this date.

[8] Petitioner is a layman not lettered in the law, and therefore has very limited access to the Law Library, in which he must do his own research of the law, and prepare arguments and briefs.

[9] Petitioner cannot adequately prepare his Opposition Documents and provide the Court with said documents within the amount of time at present, and due to the incompetency of FORMER COUNSEL BELL, III, Petitioner was also not informed of said due date until this past weekend in whcih the Court had scheduled monday, August 27th, 2001 as said due date.

[10] The Plaintiff will not be prejudice by the Court GRANTING of the Petitioner's Petition for an Extension of 120 days in which to prepare and file his Opposition Documents to the Plaintiff's Motion For Summary Judgment.

[11] Petitioner avers that it was not him, nor did he contributed to the refusal of FORMER COUNSEL BELL, III, in not providing the requested documents requested several times before by Petitioner from said FORMER COUNSEL to no avail.

[12] For the Court to deny Petitioner's Petition for an Extension of the 120 days in which to research, prepare Opposition Documents, would be an extreme miscarriage of justice, as well as a denial of Petitioner's Constitutional Rights to Equal Protection and Due Process Clause, guaranteed by both, the Federal and State Constitutions.

WHEREFORE, for each of the foregoing reasons, it is respectfully request-
ed that this Court GRANT an Extension of 120 days for Petitioner, pro se to

file his Opposition Documents, until December 26, 2001

Dated: 8 / 27 / 2001

By: Daniel Sankey
Daniel Sankey,

CERTIFICATE OF SERVICE PROOF

I hereby certify that I have caused to be serve a true and correct copy of the foregoing Petition for an Extension of Time upon the below named persons, in the manner indicated below, by First Class Mail, prepaid at SCI Greensburg, PA 15601.

ADDRESSED AS FOLLOWS:

Mr. R. Denning Gearhart
215 East Locust Street
Clearfield, PA 16830

Court Administrator
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Dated: 8 / 27 / 2001

Mr. F. Cortez Bell, III
318 East Locust Street
Clearfield, PA 16830

Hon. John K. Reilly, Jr., P.J.
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

/s/ Daniel Sankey
Daniel Sankey, Petitioner, pro se

EL 6018_SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

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

T H O M A S W I C K ,
 Plaintiff

: Civil Action No. 00-1015-CD
 CIVIL ACTION LAW

-vs-

D A N I E L S A N K E Y ,
 Defendant

: Judge J.K. Reilly, Jr.
: JURY TRIAL DEMANDED

O R D E R

AND NOW this _____, day of _____, 2001, upon consideration of
the foregoing Petition for an Extension of 120 days in which to file Opposit
ion Documents it is hereby GRNTED AND DECREED, that the Defendant shall file
his Opposition Documents within 120 days, or on or before December 26th, 2001.

IT IS SO ORDERED AND DECREED.

/S/ _____
Court of Common Pleas Judge

CC: Mr. Daniel I. Sankey
EL-6018-SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

Mr. R. Denning Gearhart
215 E. Locust Street
Clearfield, PA 16830

Court Administrator
Courthouse

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

THOMAS WICK, :
Plaintiff :
VS. : No. 00-1051-CD
DANIEL I. SANKEY, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the
Motion to Withdraw as Counsel upon the following person by personal
delivery of such copy to:

R. Denning Gearhart, Esquire
215 East Locust Street
Clearfield, PA 16830

Certified Mail, Return Receipt Requested to:

Daniel I. Sankey
EL6018 SCI Greensburg
R.D. #10, Box 10
Greensburg, PA 15601

BELL, SILBERBLATT & WOOD
By

F. Cortez Bell, III
F. Cortez Bell, III, Esquire
Attorney for Defendant

DATED: 10-1-2001

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 00-1051-CD

THOMAS WICK,

Plaintiff

vs.

DANIEL I. SANKEY,

Defendant

MOTION TO WITHDRAW AS COUNSEL

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

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William A. Shaw
Prothonotary

4 CNT TO ATT.



(10)

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

| | | |
|-------------------|---|----------------|
| THOMAS WICK, | : | |
| Plaintiff | : | |
| | : | |
| VS. | : | No. 00-1051-CD |
| | : | |
| DANIEL I. SANKEY, | : | |
| Defendant | : | |

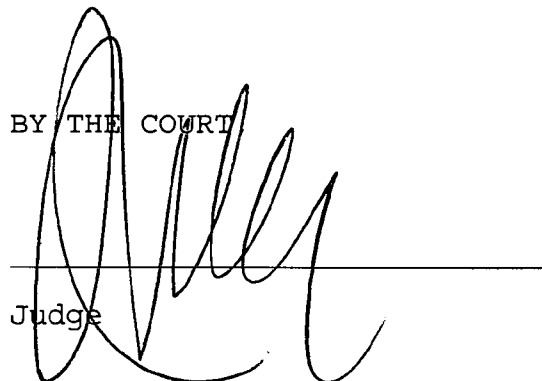
RULE RETURNABLE

AND NOW, this 2nd day of October, 2001 upon consideration of the foregoing Motion to Withdraw as Counsel filed with regard to the above-captioned matter, it is the Order of this Court that a Rule is directed to the Defendant, Daniel Sankey, to appear and show cause why the prayer of said Motion to Withdraw as Counsel should not be granted.

Said Rule Returnable on the 24th day of October, 2001 at 3:00 o'clock P.M. for hearing before this Court in Courtroom No. 1.

BY THE COURT

Judge



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Sam A. Shaw
Notary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 00-1051-CD

THOMAS WICK,
Plaintiff

vs.

DANIEL I. SANKEY,
Defendant

RULE RETURNABLE

FILED

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09.50/4 Ccatty
William A. Shaw Bell
Prothonotary

[Signature]

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

THOMAS WICK, : CV Docket No. 00-1051-CD
 Plaintiff : Judge John Reilly, Jr.
 -vs- : CIVIL ACTION LAW
 DANIEL I. SANKEY, : JURY TRIAL DEMANDED
 Defendant :

Defendant, Daniel I. Sankey, pro se, request Plaintiff, Thomas Wick to answer **UNDER OATH** the following Interrogatories within Thirty (30) days from service thereof in accordance with Pa.C.R.P., Rules 4005 and 4006. These Interrogatories are deemed to be continuing to the extent provided in Pa.R.C.P., Rule 4007.4. If you are a business, the term "you" as used in these Interrogatories refers to you, your employees, servants, agents and representatives.

(d) The name and relationship to you of each resident of your household from

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mll.2610cc
William A. Shaw
Prothonotary

January 1, 1995 until present.

ANSWER:

[2] If you are a business, state the following:

(a) Your legal name;

ANSWER:

(b) Whether you operate as a corporation, a partnership or sole proprietor, and further state from January 1, 1995 to present:

(i) If a Corporation:

(A) The date and place of incorporation;

ANSWER:

(B) The principal place of business;

ANSWER:

(C) The name and address of each director;

ANSWER:

(D) The name and address of each officer;

ANSWER:

(ii) If a partnership or sole proprietor:

(A) The names and address of each owner;

ANSWER:

(B) The proprietary interest of each owner;

ANSWER:

(C) Whether this is a limited partnership and if so, identify which partners are limited and which are general;

ANSWER:

(iii) If doing business under a fictitious name:

(A) The date of filing of certificate of doing business under a fictitious name;

ANSWER

(B) The county where filed;

ANSWER:

(iv) If a subsidiary of an entity:

(A) The entity's legal name and principal place of business;

ANSWER:

(B) The date and place of entity's incorporation;

ANSWER:

(C) The date you became a subsidiary;

ANSWER:

(D) The nature of the subsidiary relationship.

ANSWER:

[3] State the type of work you performed and the dates when you performed work for which you were engaged:

ANSWER:

[4] State whether you performed construction services or remodeling for commercial, industrial or individual customers:

ANSWER:

(a) Number of commercial customers from January 1, 1995 to present:

ANSWER:

(b) Number of industrial customers from January 1, 1995 to present:

ANSWER:

(c) Number of individual customers from January 1, 1995 to present:

ANSWER:

[5] State the names and addresses of all customers for whom you performed work as a contractor from January 1, 1995 to present:

ANSWER:

[6] With respect to all officers, owners, directors, employees or sub-contractors of the business/partnership, from January 1, 1995 to present, state:

(a) The address and name of each;

Answer:

(b) The job title, position or relationship of each to the business/partnership:

ANSWER:

(c) The dates each person listed in Interrogatory six (6) worked for or was associated in any manner with the business/partnership:

ANSWER:

[7] the period of January 1, 1995 to present, provide the names and addresses of all persons responsible for or working on the financial accounting of bookkeeping of the business/partnership:

ANSWER:

[8] State the names and address of each person who prepared federal and state income tax returns for Plaintiff Thomas Wick, and Plaintiff Thomas Wick and his wife/his live-in girlfriend.

ANSWER:

[9] If you have conducted business under any other name, alias, fictitious name or otherwise, state the names under which you have so conducted business:

ANSWER:

[10] With respect to checking, savings or investment accounts of the business and/or partnership, state:

(a) The name of financial institution where the account is maintained and/or was maintained:

ANSWER:

(b) The type(s) of Account(s):

ANSWER:

(c) The financial institution's branch office location where the account(s) is/are located:

ANSWER:

[11] Do you have any liability insurance coverage for the period of January 1, 1995 through December 31, 2000? If so,

(a) State the insurance company's name providing the coverage:

ANSWER:

(b) The policy number of the insurance policy:

ANSWER:

(c) the effective date(s) of such coverage:

ANSWER:

(d) The limits of liability of such coverage:

ANSWER:

[12] Do you maintain homeowners insurance coverage? If so, state:

(a) State the insurance company's name and address providing the coverage:

ANSWER:

(b) The policy number if the insurance policy:

ANSWER:

(c) The effective date(s) of such coverage:

ANSWER:

(d) The limits of liability of such coverage:

ANSWER:

[13] State your current complete address:

ANSWER:

(a) State any and/or all addresses in which you have resided within the past ten (10) years to present:

ANSWER:

(b) List any and/or all addresses and dates of any and/or out-of-state residents you have lived:

ANSWER:

[14] Have you ever pleaded guilty, nolo contest and/or been convicted of a crime? if so, state:

(a) The criminal statuts(s):

ANSWER:

(b) The date(s) of conviction(s) or guilty Plea(s)/no contest:

ANSWER:

(c) The jurisdiction of such conviction(s) or guilty plea(s)/no contest:

ANSWER:

(d) The sentence(s) received for each conviction or guilty plea/no contest:

ANSWER:

[15] Have you ever been sued and/or have you ever sued anyone or company or corporate or any person, company or institution? if so, state:

(a) the name(s) and address(es) of the Plaintiff(s) and/or Defendant(s):

ANSWER:

(b) The claim(s) of each plaintiff:

ANSWER:

(c) The disposition of each legal action:

ANSWER:

[16] Described in detail under what circumstances you first met with the defendant in this action:

ANSWER:

[17] Do you own any real estate? If so, state:

(a) the name or names under which such real estate is titled:

ANSWER:

(b) The location of such real estate:

ANSWER:

(c) the name(s) of any lienholder(s) or mortgage lender(s) having any claim or lien against the said property:

ANSWER:

[18] Have you ever been convicted of a crime involving theft, fraud or dishonesty? If so, state:

(a) The date and jurisdiction of the crime:

ANSWER:

(b) The year in which the crime(s) was/were committed:

ANSWER:

[19] Described in detail your history as a contractor or remodeler, including all areas of expertise or competency:

ANSWER:

[20] Has any customer ever complained about your workmanship? If so, state:

(a) the name and address of the customer:

ANSWER:

(b) The type of work performed for the customer;

ANSWER:

(c) The date the work was performed:

ANSWER:

[21] Have you brought and/or sold any properties from January 1, 1995 to present? If so, state:

(a) The name and address of each customer said was purchased/sold from/to:

ANSWER:

(b) The total amount paid/received for each said property purchased/sold:

ANSWER:

(c) The name(s) in which said properties was/are titled:

ANSWER:

(d) Was said propert(ies) purchased/sold under the name of the business/partnership:

ANSWER:

[22] State where or not you have ever filed for bankruptcy? If so, state:

(a) The state(s) of said, including the year(s):

ANSWER:

(b) The amount of the bankruptcy:

ANSWER:

[23] Describe any and all involvement you had with the business/partnership:

ANSWER:

[24] Describe the relationship between you and Daniel I. Sankey for the period of January 1, 1995 to present.

ANSWER:

[25]

From January 1st, 1995, to present, state the name, address, phone, of any and all individual(s) who collected the business/partnership's rental payments/checks, and what the relationship of said individual(s) with the business /partnership:

ANSWER:

[26]

From January 1st, 1995 to present, state the name, address, and phone number of any and/or all individual(s) who deposit any and/or all rental payment checks for the business/partnership:

ANSWER:

[27]

From January 1st, 1995 to present, state the name, address, and relationship to the business/partnership of each said person writing/making out checks, and at who's direction/authorization was said:

ANSWER:

[28]

State the period of time said practice was in action in paragraphs 25 through 27 above:

ANSWER:

[29]

State any and all documents showing any and/or all loans/advances from January 1st, 1995 though present made to the business/partnership by plaintiff, including all cancelled checks from said loans/advancements, and attached a copy of each heretowith:

ANSWER:

[30]

Plaintiff is requested to attached heretowith any and all Power-of-Attorneys provided him by defendant, including the date said was/were provided to him and by whom:

ANSWER:

[31]

Plaintiff is requested to state when and how the business/partnership came into debt with him, and requested to attached any and all documents, and authorization showing that he was authorized to loan/advance funds to the business /partnership from January 1st, 1995 to present:

ANSWER:

[32]

State if plaintiff or defendant approach who for a Power-of-Attorney, including the date and place, and the name of any and all persons present as witness(es):

ANSWER:

[33]

State the last deposit made within the business/partnership's checking/saving account, and who made the transaction(s), and attached any and all documents relating said transaction(s):

ANSWER:

[34]

State the date(s), time and place any and all agreement(s) was/were made for the appraisal, and who authorized said appraisal:

ANSWER:

State the number of times, and the amount of each funds from the business /partnership paid or deposited in the account and/or to the Power-of-Attorney(s) for the defendant, plaintiff and/or the business/partnership, including the dates of each transactions and attached heretowith copy of each document;

ANSWER:

[36] State the name, address, phone number of the company/ies and/or individual(s) performing any and all appraisal(s), and the individual(s) authorizing said, including the attachment of any and all documents regarding any and all of the above regarding the appraisal(s):

ANSWER:

[37] State whether or not the company/individual(s) performing the appraisal(s) was/were certified, and attached heretowith a copy of said certification document(s), and the number of appraisal(s) performed:

ANSWER:

[38] State whether or not Plaintiff consulted with his partner before authorizing any and all appraisal(s) regarding the business/partnership from January 1st, 1998 to present, and if so, state the date, time, place, and the name of each person present during said consultation(s), and attached a copy of any and all document(s) authorizing said from defendant;

ANSWER:

[39] State whether or not the Old Gas Company's office was ever used as an office after said moved out, and state the name of each individual/company/business which used said office, and for what purpose was said;

ANSWER:

[40] State whether or not the office mentioned in paragraph 39 was rented out from January 1st, 1999 to present. If so, state:

(a) To whom, name, address, and phone number:

(b) Date said office was rented and the amount of rent each month:

(c) the purpose in which office was rented:

(d) Name and address of any and/or all individual(s) collecting the rent:

[41] State whether or not there was a parking lot at dearfield hardware filled in? If so, state:

(a) Who authorized the filling in;

(b) Who leveled and contoured the fill in;

(c) If defendant had any say in the fill in;

(d) Did plaintiff ordered sandstone for the lot and from whom, when, how many tons, and the cost of said;

(e) Attached heretowith a copy of each and/or every document(s) regarding said parking lot expenses:

[42] State whether or not defendant had any say in the filling in of the parking lot, and if he was even informed of the filling in before it was done: If so, state,

(a) the date, place, time and by whom:

(b) Who informed defendant before any of the work was done;

(c) who paid for the work done, and was it with their private money or the

business/partnership funds and by who's authorization:

[43] State whether or not plaintiff has ever, from January 1st, 1995 to present, either/or Judy K. Bires and/or Donna Lidgett, any rent and/or any other profit from the business/partnership? If so, state,

(a) When and where, including the date(s):

(b) The amount of said rental payment(s)/profit from the business/partner - ship:

(c) If not, why not:

[44] State whether or not Plaintiff know either/or Judy K. Bries/Donna Lidgett, and if so, state how and where and how;

ANSWER:

[45] State why plaintiff stopped talking to Donna Lidgett/Judy K. Bires:

ANSWER:

[46] State how long plaintiff desired to desolve this business/partnership, and state why and what step(s) was/were taken by plaintiff to desolve said:

ANSWER:

WICK vs. SANKEY 00-1051-CD

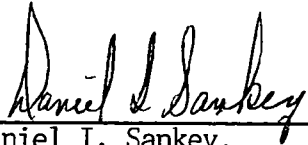
VERIFICATION UNDER PENALTY OF PERJURY

I, the undersigned plaintiff, THOMAS WICK, do hereby states under OATH, pursuant to 28 USCA §1746, subject to the penalty of perjury of the laws of the U.S.A.; and pursuant to penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. That the answers to the Interrogatories Number 1 through 46 are true and correct to the best of my knowledge and belief.

ATTEST TO this _____ day of _____, 2001 under the **PENALTY OF PERJURY.**

/s/ _____
T h o m a s W i c k, Plaintiff

Respectfully submitted,

By: 
Daniel I. Sankey,
Defendant, pro se
EL 1680-RD #10, Box 10
Greensburg, PA 15601

C E R T I F I C A T E O F S E R V I C E / P R O O F

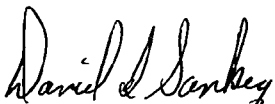
I hereby certify that I have served a true and correct copy of the foregoing Defendant's First Set of Request for Production of Documents and First Set of Interrogatories addressed to the Plaintiff from Defendant, and said were mailed by First Class Mail, postage prepaid at SCI Greensburg, PA 15601 in the manner indicated below.

ADDRESSED AS FOLLOWS:

R. Denning Gearhart
Attorney for Plaintiff
215 East Locust Street
Clearfield, PA 16830

Clerk of Courts/Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Dated: Oct 1 26 / 2001

/s/ 
Daniel I. Sankey, Def., pro se

Respectfully submitted,
By: Daniel I. Sankey
Daniel I. Sankey,
Defendant, pro se
EL 1680-RD #10, Box 10
Greensburg, PA 15601

C E R T I F I C A T E O F S E R V I C E / P R O O F

I hereby certify that I have served a true and correct copy of the foregoing Defendant's First Set of Request for Production of Documents and First Set of Interrogatories addressed to the Plaintiff from Defendant, and said were mailed by First Class Mail, postage prepaid at SCI Greensburg, PA 15601 in the manner indicated below.

ADDRESSED AS FOLLOWS:

R. Denning Gearhart
Attorney for Plaintiff
215 East Locust Street
Clearfield, PA 16830

Clerk of Courts/Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Dated: Oct. 126 / 2001

Resubmitted:

NOV. 5, 01

Filed by: Daniel I. Sankey
PRO SE

/s/ Daniel I. Sankey
Daniel I. Sankey, Def., pro se

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2/11:15 / us
William A. Shaw
Prothonotary

no c/c 

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

CIVIL DIVISION

THOMAS WICK, Plaintiff : CV No. 00-1051-CD
vs. : Hon. John Reilly, Jr., Judge
DANIEL I. SANKEY, Defendant : JURY TRIAL DEMANDED

DEFENDANT FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS FROM
PLAINTIFF THOMAS WICK

Defendant Daniel I. Sankey, pro se, hereby request Plaintiff, Thomas Wick to produce the following documents pursuant to Rules 4009.1 and 4009.11 within Thirty (30) days from service thereof in accordance with Pa,R.C.P.

Pursuant to Pa.R.C.P., Rule 4009.1, any party may serve a request upon a party pursuant to Rules 4009.11 and 4009.12 or a subpoena upon a person not a party pursuant to Rules 4009.12 through 4009.27 to produce and permit the requesting party, or someone acting on the party's behalf, to inspect and copy any designated documents, including writings, drawing, graphs, charts, photographs, electronically created data, and other compilations of data from which information can be obtained, translated, by the respondent party, or person upon whom the request or subpoena is served through detection or recovery devices into reasonable form, or to inspect, copy, test or sample any tangible things which constitute or contain matters certain matters within the scope of the Rules 4003.1 through 4003.6 inclusive and which are in the possession, custody or control of the party or person upon whom the request or subpoena is served; and may do one or more times.

FILED

NOV 01 2001

William A. Shaw
Prothonotary

Defendant request that said documents be photocopied and forward to Defendant at the below address by First Class Mail, prepaid postage by the Plaintiff, due to Defendant's present confinement, within Thirty (30) days from service thereof.

Defendant has requested, and obtained Court approval for an enlargement of time to December 26th, 2001, so that Defendant may have adequate time request, and receive the Request For Production of Documents and etc, from Plaintiff, whareas Defendant can adequately prepare his opposition to Plaintiff's motion For Summary Judgment, which is presently pending before this Court.

If the documents requested are not in the possession and control of the Plaintiff at the time of request, Plaintiff is requested to provide Defendant with a name, address and phone number of both, home and work of the person/persons whom said requested documents/items are in the custody/control thereof, after plaintiff has made adequate attempts to obtain said requested documents/items.

Defendant request Plaintiff to produce the following documents:

[1] Any and/or all documents as to his qualifications to operate and/or manage a business, including, but not limited to degrees, certificates, including the name, address, phone number(s), date attended of the educational institution(s).

[2] Any and/or all documents regarding his ability to perform construction/building and related works, including any and/or all degrees and certificates, including the name, address, phone number(s), and the dates attended said learning/trade institution(s).

[3] A complete copy of his credit history for the past six (6) years.

[4] A copy of any and/or all civil actions filed by, or for him within the past six (6) years, including the disposition of each.

[5] A copy of any and/or all dispositions whereas judgment ordered by the Court and/or out-of-Court settlements.

[6] A copy of any and/or all rental receipts for payments received for the business/partnership within the past six (6) years to present.

[7] A copy of any and/or all cancelled checks of the business/partnership within the past six (6) years to present.

[8] A copy of any and/or all bank account statements of the business/partnership within the past six (6) years to present.

[9] A copy of any and/or all business/partnership bank books for the past six (6) years to present.

[10] A copy of any and/or all checks written on behalf of the business/partnership in which Plaintiff signed defendant's name within the past six (6) years to present.

[11] A copy of any and/or all documents of the business/partnership filed with any and/or all local, state, federal agencies which will assure the said business/partnership is/was legal.

[12] A copy of any and/or all expense bills/statements of the business/partnership within the past six (6) years to present.

[13] A copy of any and/or all rental leases of the business/partnership within the past six (6) years to present.

[14] A copy of any and/or all present tenants' lease agreement(s) from the time said tenants leased said property of the business/partnership to present.

[15] A copy of any and/or all business/partnership assets within the past six (6) years to present.

[16] A copy of any and/or all bankrupts of plaintiff within the past six (6) years to present.

[17] A copy of any and/or all disposition of any and/or all bankrupts filed by plaintiff within the past six (6) years to present.

[18] A copy of any and/or all documents relating to the business/partnership signed by Plaintiff and witnessed by individuals other than a Notary, including the name, both home and work address and phone numbers.

[19] A copy of any and/or all documents Plaintiff and/or his counsel has received from, and filed with the Court regarding this civil action from the beginning to present.

[20] A copy of any and/or all tax returns of Plaintiff within the past six (6) years to present.

[21] A copy of any and/or all insurance bills for insurance on the business/partnership operation and properties within the past six (6) years to present.

[22] A copy of any and/or all damage payments received by the business/partnership paid by the insurance company within the past six (6) years to present.

[23] A copy of any and/or all documents showing the beneficiary/beneficiaries of damage(s) to the business/partnership if there was any loss to the business/partnership.

[24] A copy of any and/or all insurance company/companies' name, address, phone number, including the agent's name, address and phone number within the past six (6) years to present.

[25] A copy of any and/or all documents regarding insurance of the business/partnership, and/or any other coverage of same within the past six (6) years to present.

Subject to the penalty of perjury pursuant to Title 28 U.S.C. § 1746, and subject to the penalties of 18 Pa.C.S. § 4904, relating to UNSWORN falsification to authorities, Plaintiff Thomas Wick certify that the documents provided/attached heretowith are a true and correct copy of the documents Plaintiff has in his possession and was able to obtain after due adequate attempts. That Plaintiff has provided the name(s), address(es), both home and work, telephone number(s) of the individual(s) in possession of those documents not in the possession of Plaintiff.

Signed under penalty of perjury /s/ _____
Thomas Wick, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
C I V I L D I V I S I O N

T H O M A S W I C K , Plaintiff

vs.

D A N I E L S A N K E Y , Defendant

CV-No.: 00-1051-CD

J U D G E J O H N R E I L L Y , J R.

C I V I L A C T I O N L A W

J U R Y T R I A L D E M A N D E D

MOTION TO COMPEL PRODUCTION OF DOCUMENTS
AND REQUEST FOR AN ENLARGEMENT OF THIRTY DAYS
AFTER THE ORDER DATE TO PRODUCE SAID DOCUMENTS

Defendant Daniel Sankey, pro se, pursuant to Pa.R.C.P., Rule 4003.2 to 4003.5 and 4004. to 4006., regarding written Interrogatories, and 4009. regarding Production of Documents and Things and Entry for Inspection and Other Purposes, and Rule 4019. regarding Sanction, as Defendant moves this Court for an Order Compelling and/or Sanction against Plaintiff for failing to provide Defendant with the requested documents and Interrogatories' answers pursuant to the Pa.R.C.P. as stated above.

Defendant served his First Set of request For Production of Documents and Interrogatories on November 1st, 2001, and requested that said be provided, both documents and answers within the required Thirty (30) days. It is now more than Forty (40) days and plaintiff has not requested an extension, nor made any attempts to communicate with Defendant, even after Defendant sent Plaintiff a letter regarding said.

Defendant further request the Court to grant him an Enlargement of Thirty (30) days after Plaintiff has been Ordered and provided the requested documents and answers, so that Defendant can adequate prepare his Opposition Brief to the Plaintiff's Motion For Summary Judgment.

WHEREFORE, Defendant request this Court to Grant his Motion To Compel Production of Documents and Request For An Enlargement of Thirty Days after the requested documents have been provided by Plaintiff.

FILED

DEC 18 2001

m18:45/uy

William A. Shaw *WAS*
Prothonotary

NO CERT COPIES

Respectfully submitted,

By: Daniel D. Sankey
Daniel Sankey, Def., pro se
EL-6018-RD #10, Box #10
Greensburg, PA 15601

DEFENDANT'S BRIEF IN SUPPORT OF MOTION TO COMPEL
AND REQUEST FOR AN ENLARGEMENT OF TIME TO
TO REPLY TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

This is a Civil Action filed by Plaintiff to illegally and unjustified resolve a Partnership which was already resolved between Defendant and Plaintiff, due to the Plaintiff breached of the agreement. This Motion requests the Court to issue an Order to Compel and/or Sanction Plaintiff pursuant to the above-stated Rules of the Pa.R.C.P..

A R G U M E N T

I. THE REQUESTED DISCOVERY IS RELEVANT TO THE SUBJECT MATTER
OF THE LAWSUIT:

Pa.R.C.P. provide that a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action. Each item and Interrogatory is relevant to the subject matter of the lawsuit filed by Plaintiff.

Request number One, "Any and/or all documents to his qualifications to operate and/or manage a business, including, but not limited to degrees, certificates, including the name, address, phone number(s), dates attended of the educational institution(s)".

This is relevant as it seeks the qualification of plaintiff as to his allegations against Defendant as he seeks to obtain an order for Summary Judgment.

As for Defendant's Statement of facts, on August 27, 2001, Defendant filed a Motion for an extension of Time in which to respond to Plaintiff's Summary Judgment Motion, in which, on August 31st, 2001 the Court GRANTED said. (See EXHIBIT "A" attached heretowith). Defendant filed the said Motion due to his filing and serving upon Plaintiff his First Set of request For Production of Documents, and First Set of Interrogatories, in which he was under the impression that Plaintiff would honor said as pursuant to the Pa.R.C.P., and especially since Plaintiff instituted this action.

Respectfully submitted,

By: Daniel Sankey
Daniel Sankey, Def., pro se
EL-6018-RD #10, Box #10
Greensburg, PA 15601

DEFENDANT'S BRIEF IN SUPPORT OF MOTION TO COMPEL
AND REQUEST FOR AN ENLARGEMENT OF TIME TO
TO REPLY TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

This is a Civil Action filed by Plaintiff to illegally and unjustified remove a Partnership which was already resolved between Defendant and Plaintiff, due to the Plaintiff breached of the agreement. This Motion requests the Court to issue an Order to Compel and/or Sanction Plaintiff pursuant to the above-stated Rules of the Pa.R.C.P..

A R G U M E N T

I. THE REQUESTED DISCOVERY IS RELEVANT TO THE SUBJECT MATTER
OF THE LAWSUIT:

Pa.R.C.P. provide that a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action. Each item and Interrogatory is relevant to the subject matter of the lawsuit filed by Plaintiff.

Request number One, "Any and/or all documents to his qualifications to operate and/or manage a business, including, but not limited to degrees, certificates, including the name, address, phone number(s), dates attended of the educational institution(s)".

This is relevant as it seeks the qualification of plaintiff as to his allegations against Defendant as he seeks to obtain an order for Summary Judgment.

As for Defendant's Statement of facts, on August 27, 2001, Defendant filed a Motion for an extension of Time in which to respond to Plaintiff's Summary Judgment Motion, in which, on August 31st, 2001 the Court GRANTED said. (See EXHIBIT "A" attached heretowith). Defendant filed the said Motion due to his filing and serving upon Plaintiff his First Set of request For Production of Documents, and First Set of Interrogatories, in which he was under the impression that Plaintiff would honor said as pursuant to the Pa.R.C.P., and especially since Plaintiff instituted this action.

RECEIVED

DEC 18 2001

COURT ADMINISTRATORS
OFFICE

On November 1st, 2001, Defendant served Plaintiff with his First Set of Production of Documents and First Set of Interrogatories, in which Defendant requested that said be provided within Thirty (30) days as pursuant to Pa.R.C.P., in which Plaintiff has failed to provide said. (See EXHIBIT "B" attached heretowith).

On December 3rd, 2001, Defendant communicated with Plaintiff's counsel by letter requesting that defendant comply with the Pa.R.C.P. regarding the discovery mailed to him on the 29th of October, 2001, in which he should have received by 1st December, 2001, to no avail.

As the Court can see, Defendant has only requested matters and documents relevant to this case, and therefore, the Court shall ORDER Plaintiff to provide Defendant with the said requested Discovery forthwith immediately.

Defendant further request the Court to GRANT him an Enlargement of Thirty (30) days after Plaintiff has provided him with said so that Defendant may adequately prepare his Opposition Brief to Plaintiff's Summary Judgment Motion.

The Court shall ORDER Plaintiff to provide the requested Discovery and/or GRANT SANCTION against Plaintiff for his failure to do so pursuant to Pa.R.C.P..

II. PLAINTIFF FAILURE TO PRODUCE DISCOVERY HAS NO MERIT:

Defendant filed his Motion for an enlargement of time to give Plaintiff time to produce the requested discovery, so that defendant would have adequate time to prepare and file his Opposition Brief with all the necessary pertinent material needed.

The requested documents/material were in no way burdensome to Plaintiff. However, Plaintiff has not even provided any factual intention, nor any statement/support toward making such claim. Therefore, any objection, or claim of privileged has been waived by Plaintiff's failure to response to Defendant's requested discovery. LEUNUI FINANCIAL CORP. vs. HARTFORD ACCIDENT & INDEMNITY CO., 295 F.Supp. 539, 544 (S.D.N.Y. 1969).

The discovery sought is obviously not burdensome in any case. It consist only of documents concerning the partnership business, records, etc used in the daily operation of the business and documents concerning both, Plaintiff and Defendant. Even if the requested discovery was burdensome, it would be required if relevant to the case. KING vs. GA. POWER CO., 50 F.R.D. 134 (N.D. Ca. 1970); HICKMAN vs. TAYLOR, 329 U.S. 495 (1947); WYCOFF vs. NICHOLS, 33 F.R.D. 370 (W.D. Mo. 1963); ALEXANDER vs. RIZZO, 50 F.R.D. 374 (E.D.Pa. 1970), and 52 F.R.D. 235 (1972).

In the Alexander case the Court Ordered a Police department to compile in formation requested through discovery in a suit under § 1983, even though the police claimed it would require "hundred of employees to spend many years of man hours". The burden and expense involve was not "undue" because the information was essential to the suit and could not be obtain any other way.

III. ENLARGEMENT OF TIME:

Defendant request an Enlargement of Time in which to reply once Plaintiff has provided the requested discovery upon a Court Order directing Plaintiff to produce said requested discovery and/or Sanction for failing to produce said pursuant to Pa.R.C.P.

Defendant is proceeding pro se, and doesn't have funds to employ an attorney, and therefore Defendant must reseach, review all discoveries and prepare his Opposing Brief to file with the Court.

Defendant cannot present the proper papers and documents due to Plaintiff, has refused to abide by the Discovery Rules which would allow Defendant to present said, and therefore, the requested discovery is essential to Defendant having a full opportunity to present an adequate response to Plaintiff's Motion for summary judgment.

The absent of the requested discovery, both request for production of Documents and Interrogatories, which Plaintiff has decided that he is "Above The Law", and doesn't have to provide said as others in such litigation, which is not only an injustice for Defendant due to his present situation, but rather a "grave miscarriage of justice", and a denial of the Due Process and Equal Protection Clauses.

Plaintiff initiated this action and he should not be hiding by his failure to provide the requested discovery. As Plaintiff well know, that the requested discovery will not only prove he's a liar, but could place him in the same situation as Defendant, once all the facts are place on the table.

Many of the facts, which are very differnet from the way plaintiff has presented them, and they will be admissible, because they will have been verified by the requested discovery.

The Courts policy is to contrue liberally the pleadings and papers filed by a prison inmate without funds who represent himself. SIGAFUS vs. BROWN, 416 F.2d 105, 106 (7th Cir. 1969). How can the defendant provide the necessary documents when he is confined, or the necessary affidavits to defend the summary judgment requested by Plaintiff, unless defendant is given an opportunity to defend plaintiff's summary judgment motion.

The exhibits of plaintiff have no factual meaning. The policy permitting the admission of said into evidence of records made in the regular course of business is based on the trustworthiness and reliability of that kind of record. in *HOFFMAN vs. PALMER*, 129 F.2d 976 (2d Cir. 1946), the Court of Appeals excluded an accident report made by a since-deceased engineer, offered by the party moving for summary judgment in the defense by the Railroad Trustees regarding a grade crossing collision case. The Court said @ 991: "[B]y its very nature [the report] is dripping with motivation of misrepresentation". The Supreme Court affirmed. 318 U.S. 109, 63 S.Ct. 477, 87 L.Ed. 645 (1943).

Plaintiff's exhibits are also "dripping with the misrepresentation", as he has not presented any official documents, thereby drafting his own to present to the Court in which defendant cannot question the reliability of said exhibits, in which another reason plaintiff has failed to produce the requested discovery.

Plaintiff knows that there was no partnership when he filed his complaint, as he knows he had breached the agreement when he wrote checks and signed defendant's name without any authorization, and when he misrepresented himself in which caused this failed partnership before now, which led to the dissolution.

In *U.S. vs. WARE*, 247 F.2d 698, 700 (7th Cir. 1957), Judge Swain excluded memoranda made by federal narcotics agents detailing the circumstances of heroin purchases. He said "[E]ven if memoranda such as the ones in question are regularly prepared by law enforcement officers, they lack the necessary earmarks of reliability and trustworthiness".

It would not only be an error for the Court to accept in support of plaintiff's motion for summary judgment the exhibits submitted by plaintiff, which are not only dripping with the motivation of misrepresentation, but they are all false and not official with any company/agency name, seal of etc.

IV. SANCTION AGAINST PLAINTIFF FOR EXPENSES EXPERIENCED BY DEFENDANT:

Pursuant to Rule 4019, Pa.R.C.P. (a)(1), "The Court may, on motion, make an appropriate order if (i) a party fails to serve answers, sufficient answers or objections to written interrogatories under Rule 4005; (vii) a party or person otherwise fails to make discovery or to obey an order of Court respecting discovery". Sanction can be ordered by trial court.

Defendant has in the past requested plaintiff to allow inspection pursuant to Pa.R.C.P. through his Representatives who have POWER-OF-ATTORNEY, in which plaintiff refused to allow said Representatives to enter upon the so-called partnership's properties, in which the said Representatives were all known to plaintiff as they were family members of Defendant.

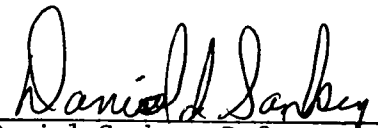
Plaintiff further refused to allow said Representatives to check and/or make copies of check book(s); obtain information concerning the insurance; denied access to the buildings. This discovery cannot be obtain from any other source.

Plaintiff has breached the agreement, not only with the forgery of check in Defendant's name, but when he violated several of the conditions of the agreement, therefore, his claim is meritless, and Defendant should be allowed full opportunity to reply to plaintiff's summary judgment once the Court has ORDERED Plaintiff to provide Defendant with the requested Discovery and Interrogatories submitted to plaintiff by Defendant.

Plaintiff has used funds from the partnership to provide for his female friends' and provided said with resident without the authorization from Defendant, in which the agreement clearly states that any and all decisions regarding the partnership shall be consented by both partners.

WHEREFORE, Defendant requests this Court to Grant his Motion to Compel Discovery from Plaintiff, and that Defendant should be Granted an Enlargement of Thirty (30) days after receipt of the requested Discovery of Production of Documents and Things, and the Answer of Defendant's First Set of Interrogatories served upon Plaintiff.

Respectfully submitted,

By: 
Daniel Sankey, Def. pro se
EL-6018-RD #10, Box #10
Greensburg, PA 15601

Defendant has in the past requested plaintiff to allow inspection pursuant to Pa.R.C.P. through his Representatives who have POWER-OF-ATTORNEY, in which plaintiff refused to allow said Representatives to enter upon the so-called partnership's properties, in which the said Representatives were all known to plaintiff as they were family members of Defendant.

Plaintiff further refused to allow said Representatives to check and/or make copies of check book(s); obtain information concerning the insurance; denied access to the buildings. This discovery cannot be obtain from any other source.

Plaintiff has breached the agreement, not only with the forgery of check in Defendant's name, but when he violated several of the conditions of the agreement, therefore, his claim is meritless, and Defendant should be allowed full opportunity to reply to plaintiff's summary judgment once the Court has ORDERED Plaintiff to provide Defendant with the requested Discovery and Interrogatories submitted to plaintiff by Defendant.

Plaintiff has used funds from the partnership to provide for his female friends' and provided said with resident without the authorization from Defendant, in which the agreement clearly states that any and all decisions regarding the partnership shall be consented by both partners.

WHEREFORE, Defendant requests this Court to Grant his Motion to Compel Discovery from Plaintiff, and that Defendant should be Granted an Enlargement of Thirty (30) days after receipt of the requested Discovery of Production of Documents and Things, and the Answer of Defendant's First Set of Interrogatories served upon Plaintiff.

Respectfully submitted,

By: Daniel Sankey
Daniel Sankey, Def. pro se
EL-6018-RD #10, Box #10
Greensburg, PA 15601

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
C I V I L D I V I S I O N

T H O M A S W I C K, P l a i n t i f f

-vs-

D A N I E L S A N K E Y, D e f e n d a n t

CV-No.: 00-1051-CD

J U D G E J O H N R E I L L Y, J R.

C I V I L A C T I O N L A W

J U R Y T R I A L D E M A N D E D

O R D E R O F T H E C O U R T

AND NOW this _____ day of _____, 200__, upon consideration of the foregoing Motion To Compel Production of Discovery and Answer to Defendant's First Set of Interrogatories, it is the ORDER of this Court:

Plaintiff shall served the requested Production of Documents and Answers to Defendant's First Set of Interrogatories upon Defendant Daniel Sankey within Thrity (30) days of this ORDER or on or before the _____, day of _____, 200____., or face COMTEMPT OF COURT.

IT IS FURTHER ORDERED that Defendant Sankey shall serve upon Plaintiff Wick within Thirty (30) days of receipt of BOTH, the **REQUESTED DOCUMENTS AND ANSWERS TO INTERROGATORIES** RECEIVED FROM Plaintiff, as both shall be provided to Defendant, and Defendant shall have Thirty (30) days from receipt of the last, whether it be Documents or Answers to Interrogatories.

IT IS FURTHER ORDERED that Plaintiff shall allow Defendant's Representatives to enter upon any and/or all properties which are considered the properties of the partnership and provide access to any and/or all records of the partnership requested for photocopying.

IT IS SO ORDERED AND DECREED.

B Y T H E C O U R T:

/S/ _____, J.
COURT OF COMMON PLEAS JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
C I V I L D I V I S I O N

| | | |
|----------------|---|------------------------|
| THOMAS WICK, | : | CV-No.-00-1051-CD |
| Plaintiff | : | |
| | : | |
| vs. | : | CIVIL ACTION LAW |
| | : | |
| DANIEL SANKEY, | : | JUDGE JOHN REILLY, Jr. |
| Defendant | : | |
| | : | JURY TRIAL DEMANDED |

C E R T I F I C A T E O F S E R V I C E / P R O O F

I hereby certify that I have caused to be served this 15 day of December, 2001, a true copy of the foregoing documents [Motion to Compel and Request for Enlargement of Time] upon the below named persons in the manner indicated below, by First Class Mail, postage prepaid at SCI Waynesburg, PA 15601.

A D D R E S S E D A S F O L L O W S :

R.Denning Gearhart
215 East Locust Street
Clearfield, PA 16830

Clerk of Courts/Prothonotary
230 East Market Street
Clearfield, PA 16830

I further certify that the attached documents were prepared pursuant to HAINES vs. KERNER; BOUNDS vs. SMITH; and JOHNSON vs. AVERY.

/s/ Daniel L. Sankey
Daniel Sankey, Def. pro se

S U P P O R T I N G A F F I D A V I T

I, **DANIEL SANKEY**, hereby states under oath, pursuant to 42 USCA §1746, subject to the penalty of perjury of the laws of the United States of America, that the statements set forth below are true and correct to the best of my knowledge, understanding, collection, and belief, so help me God.

[1] That I am the Defendant in the attached hereto documents.

[2] That I was in an agreement of a partnership with Thomas Wick, who is the plaintiff in said action, and that he breached the conditions of the agreement several times making the partnership void.

[3] That Wick forged my name on check without my approval, nor my knowledge.

[4] That Wick failed to consult with me in making so-called decisions regarding the partnership which caused the partnership to be void due to his breached of agreement conditions.

[5] That Wick changed the office of the partnership in which he moved his girlfriend into the office to live.

[6] That Wick failed to secure the files and other matters of the partnership and refused to allow me, a partner of the so-called partnership access to the office.

[7] That Wick conspired with his girlfriend to refuse my Representatives, who have power-of-attorney to represent me, access and inspection and to obtain my records from the partnership's office upon my arrest.

[8] That Wick further violated the agreement when he initiated this action without consulting with me pursuant to the partnership agreement.

[9] That Wick has refused to provide me a partner in the so-called partnership any up-to-date account of the partnership to this date.

[10] That Wick entered the partnership under false pretense whereas he misrepresented himself as a remodeler, good credit standing, and as a businessman, in which he is none of the above, and has no credit, and has no construction ability.

[11] There are several facts that have not been resolved and cannot be resolved within a full trial.

[12] There is no partnership between Defendant and Plaintiff, as the partnership ended with Wick's forgery of Defendant's name on check.

[13] After Defendant was arrested, Wick conspired with his girlfriend and others to destroy Defendant's records, and refused to provide Defendant with any of the income from the partnership, and has failed and refused to cooperate with defendant when records and others are requested.

[14] Defendant requested an extension of four (4) months in which the Court granted so that he would be afforded a full opportunity to response to plaintiff's Motion For Summary Judgment once he had received the requested Documents and Answers to his First Set of interrogatories from plaintiff.

[15] Plaintiff has refused to provide Defendant with the requested Documents and Answers, as he is very much aware that said would clearly provide the defendant and the court with the "SMOKING GUN" needed to show his fraudulent activities throughout his life, including insurance fraud.

[16] Defendant is proceeding pro se, as he do not have the necessary funds to employ counsel and therefore he deserves a full opportunity to response to plaintiff's summary judgment request, and the enlargement of at least Thirty (30) days after receipt of the requested documents and answers from plaintiff.

WHEREFORE, Defendant Daniel Sankey, pro se, requests the Court to GRANT his Motion to Compel and an Enlargement of Thirty (30) days after receipt of both, request For Production of Documents and Answers to First Set of Interrogatories from plaintiff Thomas Wick, or in the ALTERNATIVE, APPOINT DEFENDANT COUNSEL TO REPRESENT HIM.

ATTESTED TO THIS 15 DAY OF DECEMBER, 2001 /S/

Daniel D Sankey
Daniel Sankey, pro se

A

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

THOMAS WICK, : CIVIL ACTION NO. 00-1051-CD
Plaintiff :
-vs- : CIVIL ACTION LAW
DANIEL SANKEY, :
Defendant : JURY TRIAL DEMANDED

PETITION FOR AN EXTENSION
OF TIME TO FILE OPPOSITION
TO PLAINTIFF'S SUMMARY
JUDGMENT MOTION

TO THE HONORABLE, JUDGES OF THE ABOVE SAID COURT:

NOW COME the Petitioner Daniel Sankey, Defendant pro se, and respectfully request this Court for an Extension of time to file his opposition to the Plaintiff's Motion For Summary Judgment, and represents the following, to wit:

[1] Petitioner is presently incarcerated at the State Correctional Institution at Greensburg, Pennsylvania.

[2] Petitioner Counsel has continued to refused to provide Petitioner with any information and/or documents regarding this action, and therefore, he is not aware of documents filed by FORMER COUNSEL F. CORTEZ BELL, III, nor is he aware of documents received by said counsel to this date.

[3] Petitioner JUST received the follwoing documents from FORMER COUNSEL F. CORTEZ BELL, III, on FRIDAY, AUGUST 24th, 2001 at 4:30PM:

(a) A letter from counsel's secretary dated August 17th, 2001, signed by D.A. Yarger;

(b) Copy of letter from attorney R. Denning Gearhart to counsel Bell, III, dated 08/23/01;

(c) Copy of letter to Court Administrator dated July 23, 2001 from R.Denning Gearhart;

(d) Motion For Summary Judgment filed by atty R. Denning Gearhart, filed stamped "JUL 23 2001" by the Court Prothonotary; as well as the Brief in Support of The

Summary Judgment motion and Plaintiff's Affidavit and a copy of the agreement between Plaintiff and Defendant.

(e) A letter from Counsel Bell, III's secretary with a letter enclosed from the Court Administrator indicating that Defendant's Brief was due on Monday, August 27th, 2001.

[4] According to the enclosed letter with FORMER COUNSEL BELL, III's Secretary's Letter, Defendant's Brief is due on Monday, August 27th, 2001, in which there is no way Petitioner will be able to provide the Court with said Brief on such short notice even if Petitioner was an attorney lettered in the law.

[5] Petitioner requests this Court for an Extension of One Hundred Twenty (120) days in which to file his Opposition Documents to Plaintiff's Motion For Summary Judgment.

[6] Petitioner requests this Court to direct FORMER COUNSEL F. CORTEZ BELL, III, to provide the true copies or in the alternative, a copy of any and or all documents he possess in the above-captioned matter to Petitioner forth with so that Petitioner can adequately prepare his Opposition Documents to the Plaintiff's Motion For Summary Judgment in a timely manner.

[7] This case involves a significant issue regarding the truthfulness of the parties involve, and the misleading value of the properties involve as Plaintiff has misled the Court in his attempt to steal the property from the Petitioner at a very lower value than said property is valued to this date.

[8] Petitioner is a layman not lettered in the law, and therefore has very limited access to the Law Library, in which he must do his own research of the law, and prepare arguments and briefs.

[9] Petitioner cannot adequately prepare his Opposition Documents and provide the Court with said documents within the amount of time at present, and due to the incompetency of FORMER COUNSEL BELL, III, Petitioner was also not informed of said due date until this past weekend in whcih the Court had scheduled monday, August 27th, 2001 as said due date.

[10] The Plaintiff will not be prejudice by the Court GRANTING of the Petitioner's Petition for an Extension of 120 days in which to prepare and file his Opposition Documents to the Plaintiff's Motion For Summary Judgment.

[11] Petitioner avers that it was not him, nor did he contributed to the refusal of FORMER COUNSEL BELL, III, in not providing the requested documents requested several times before by Petitioner from said FORMER COUNSEL to no avail.

[12] For the Court to deny Petitioner's Petition for an Extension of the

120 days in which to research, prepare Opposition Documents, would be an extreme miscarriage of justice, as well as a denial of Petitioner's Constitutional Rights to Equal Protection and Due Process Clause, guaranteed by both, the Federal and State Constitutions.

WHEREFORE, for each of the foregoing reasons, it is respectfully requested that this Court GRANT an Extension of 120 days for Petitioner, pro se to file his Opposition Documents, until December 26, 2001

Dated: 8/27/ 2001

By: Daniel Sankey
Daniel Sankey,

CERTIFICATE OF SERVICE PROOF

I hereby certify that I have caused to be serve a true and correct copy of the foregoing Petition for an Extension of Time upon the below named persons, in the manner indicated below, by First Class Mail, prepaid at SCI Greensburg, PA 15601.

ADDRESSED AS FOLLOWS:

Mr. R. Denning Gearhart
215 East Locust Street
Clearfield, PA 16830

Mr. F. Cortez Bell, III
318 East Locust Street
Clearfield, PA 16830

Court Administrator
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Hon. John K. Reilly, Jr., P.J.
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

Dated: 8/27/ 2001

/s/ Daniel Sankey
Daniel Sankey, Petitioner, pro se

EL 6018 SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

'Def./Petitioner's file copy

MAILED
SUNDAY
8-26-01

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

THOMAS WICK,
Plaintiff

: Civil Action No. 00-1015-CD
: CIVIL ACTION LAW

-vs-

DANIEL SANKEY,
Defendant

: Judge J.K. Reilly, Jr.
: JURY TRIAL DEMANDED

ORDER

AND NOW this _____, day of _____, 2001, upon consideration of the foregoing Petition for an Extension of 120 days in which to file Opposition Documents, it is hereby GRANTED AND DECREED, that the Defendant shall file his Opposition Documents within 120 days, or on or before December 26th, 2001.

IT IS SO ORDERED AND DECREED.

/s/

Court of Common Pleas Judge

CC: Mr. Daniel I. Sankey
EL-6018-SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

Mr. R. Denning Gearhart
215 E. Locust Street
Clearfield, PA 16830

Court Administrator
Courthouse

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

THOMAS WICK, : CIVIL ACTION NO. 00-1051-CD
Plaintiff :
-vs- : CIVIL ACTION LAW
DANIEL SANKEY, :
Defendant : JURY TRIAL DEMANDED

P E T I T I O N F O R A N E X T E N S I O N
O F T I M E T O F I L E O P P O S I T I O N
T O P L A I N T I F F ' S S U M M A R Y
J U D G M E N T M O T I O N

TO THE HONORABLE, JUDGES OF THE ABOVE SAID COURT:

NOW COME the Petitioner Daniel Sankey, Defendant pro se, and respectfully request this Court for an Extension of time to file his opposition to the Plaintiff's Motion For Summary Judgment, and represents the following, to wit:

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[3] Petitioner JUST received the follwoing documents from FORMER COUNSEL F. CORTEZ BELL, III, on FRIDAY, AUGUST 24th, 2001 at 4:30PM:

(a) A letter from counsel's secretary dated August 17th, 2001, signed by D.A. Yarger;

(b) Copy of letter from attorney R. Denning Gearhart to counsel Bell, III, dated 08/23/01;

(c) Copy of letter to Court Administrator dated July 23, 2001 from R. Denning Gearhart;

(d) Motion For Summary Judgment filed by atty R. Denning Gearhart, filed stamped "JUL 23 2001" by the Court Prothonotary; as well as the Brief in Support of The

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

AUG 30 2001

Attest.

William L. Shaw
Prothonotary

Summary Judgment motion and Plaintiff's Affidavit and a copy of the agreement between Plaintiff and Defendant.

(e) A letter from Counsel Bell, III's secretary with a letter enclosed from the Court Administrator indicating that Defendant's Brief was due on Monday, August 27th, 2001.

[4] According to the enclosed letter with FORMER COUNSEL BELL, III's Secretary's Letter, Defendant's Brief is due on Monday, August 27th, 2001, in which there is no way Petitioner will be able to provide the Court with said Brief on such short notice even if Petitioner was an attorney lettered in the law.

[5] Petitioner requests this Court for an Extension of One Hundred Twenty (120) days in which to file his Opposition Documents to Plaintiff's Motion For Summary Judgment.

[6] Petitioner requests this Court to direct FORMER COUNSEL F. CORTEZ BELL, III, to provide the true copies or in the alternative, a copy of any and or all documents he possess in the above-captioned matter to Petitioner forth with so that Petitioner can adequately prepare his Opposition Documents to the Plaintiff's Motion For Summary Judgment in a timely manner.

[7] This case involves a significant issue regarding the truthfulness of the parties involve, and the misleading value of the properties involve as Plaintiff has misled the Court in his attempt to steal the property from the Petitioner at a very lower value than said property is valued to this date.

[8] Petitioner is a layman not lettered in the law, and therefore has very limited access to the Law Library, in which he must do his own research of the law, and prepare arguments and briefs.

[9] Petitioner cannot adequately prepare his Opposition Documents and provide the Court with said documents within the amount of time at present, and due to the incompetency of FORMER COUNSEL BELL, III, Petitioner was also not informed of said due date until this past weekend in whcih the Court had scheduled monday, August 27th, 2001 as said due date.

[10] The Plaintiff will not be prejudice by the Court GRANTING of the Petitioner's Petition for an Extension of 120 days in which to prepare and file his Opposition Documents to the Plaintiff's Motion For Summary Judgment.

[11] Petitioner avers that it was not him, nor did he contributed to the refusal of FORMER COUNSEL BELL, III, in not providing the requested documents requested several times before by Petitioner from said FORMER

COUNSEL to no avail.

[12] For the Court to deny Petitioner's Petition for an Extension of the 120 days in which to research, prepare Opposition Documents, would be an extreme miscarriage of justice, as well as a denial of Petitioner's Constitutional Rights to Equal Protection and Due Process Clause, guaranteed by both, the Federal and State Constitutions.

WHEREFORE, for each of the foregoing reasons, it is respectfully requested that this Court GRANT an Extension of 120 days for Petitioner, pro se to file his Opposition Documents, until December 26, 2001

Dated: 8/27/ 2001

By: Daniel Sankey
Daniel Sankey,

CERTIFICATE OF SERVICE PROOF

I hereby certify that I have caused to be served a true and correct copy of the foregoing Petition for an Extension of Time upon the below named persons, in the manner indicated below, by First Class Mail, prepaid at SCI Greensburg, PA 15601.

ADDRESSED AS FOLLOWS:

Mr. R. Denning Gearhart
215 East Locust Street
Clearfield, PA 16830

Mr. F. Cortez Bell, III
318 East Locust Street
Clearfield, PA 16830

Court Administrator
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Hon. John K. Reilly, Jr., P.J.
Court of Common Pleas
Clearfield County Courthouse
230 East Market Street
Clearfield PA 16830

Dated: 8/27/ 2001

/s/

Daniel Sankey

Daniel Sankey, Petitioner, pro se

EL 6018 SCI Greensburg
RD #10, Box 10
Greensburg, PA 15601

TO JUDGE REILLY, JR.

Received 9-6-01
4:20 PM

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

THOMAS WICK, : Civil Action No. 00-1051-CD
Plaintiff : CIVIL ACTION LAW
 :
-vs- :
 : Judge J.K. Reilly, Jr.
DANIEL SANKEY, :
Defendant : JURY TRIAL DEMANDED

ORDER

AND NOW this 31st, day of August, 2001, upon consideration of the foregoing Petition for an Extension of 120 days in which to file Opposition Documents it is hereby GRANTED AND DECREED, that the Defendant shall file his Opposition Documents within 120 days, or on or before December 26th, 2001.

IT IS SO ORDERED AND DECREED.

/s/ /s/ JOHN K. REILLY, JR.
Court of Common Pleas Judge

CC: Mr. Daniel I. Sankey
EL-6018-SCI Greensburg
RD #10, Box 10

Greensburg, PA 15601

Mr. R. Denning Gearhart
215 E. Locust Street
Clearfield, PA 16830

Court Administrator
Courthouse

and attested copy of the original
statement filed in this case.

SEP 04 2001

Attest.

William H. [Signature]
Prothonotary

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA

CIVIL DIVISION

| | | |
|-----------------------------|---|------------------------------|
| THOMAS WICK, Plaintiff | : | CV No. 00-1051-CD |
| vs. | : | Hon. John Reilly, Jr., Judge |
| DANIEL I. SANKEY, Defendant | : | JURY TRIAL DEMANDED |

DEFENDANT FIRST SET OF REQUEST FOR PRODUCTION OF DOCUMENTS FROM
PLAINTIFF THOMAS WICK

Defendant Daniel I. Sankey, pro se, hereby request Plaintiff, Thomas Wick to produce the following documents pursuant to Rules 4009.1 and 4009.11 within Thirty (30) days from service thereof in accordance with Pa,R.C.P.

Pursuant to Pa.R.C.P., Rule 4009.1, any party may serve a request upon a party pursuant to Rules 4009.11 and 4009.12 or a subpoena upon a person not a party pursuant to Rules 4009.12 through 4009.27 to produce and permit the requesting party, or someone acting on the party's behalf, to inspect and copy any designated documents, including writings, drawing, graphs, charts, photographs, electronically created data, and other compilations of data from which information can be obtained, translated, by the respondent party, or person upon whom the request or subpoena is served through detection or recovery devices into reasonable form, or to inspect, copy, test or sample any tangible things which constitute or contain matters certain matters within the scope of the Rules 4003.1 through 4003.6 inclusive and which are in the possession, custody or control of the party or person upon whom the request or subpoena is served; and may do one or more times.

Defendant request that said documents be photocopied and forward to Defendant at the below address by First Class Mail, prepaid postage by the Plaintiff, due to

Defendant's present confinement, within Thirty (30) days from service thereof.

Defendant has requested, and obtained Court approval for an enlargement of time to December 26th, 2001, so that Defendant may have adequate time request, and receive the Request For Production of Documents and etc, from Plaintiff, whareas Defendant can adequately prepare his opposition to Plaintiff's motion For Summary Judgment, which is presently pending before this Court.

If the documents requested are not in the possession and control of the Plaintiff at the time of request, Plaintiff is requested to provide Defendant with a name, address and phone number of both, home and work of the person/persons whom said requested documents/items are in the custody/control thereof, after plaintiff has made adequate attempts to obtain said requested documents/items.

Defendant request Plaintiff to produce the following documents:

[1] Any and/or all documents as to his qualifications to operate and/or manage a business, including, but not limited to degrees, certificates, including the name, address, phone number(s), date attended of the educational institution(s).

[2] Any and/or all documents regarding his ability to perform construction/building and related works, including any and/or all degrees and certificates, including the name, address, phone number(s), and the dates attended said learning/trade institution(s).

[3] A complete copy of his credit history for the past six (6) years.

[4] A copy of any and/or all civil actions filed by, or for him within the past six (6) years, including the disposition of each.

[5] A copy of any and/or all dispositions whareas judgment ordered by the Court and/or out-of-Court settlements.

[6] A copy of any and/or all rental receipts for payments received for the business/partnership within the past six (6) years to present.

[7] A copy of any and/or all cancelled checks of the business/partnership within the past six (6) years to present.

[8] A copy of any and/or all bank account statements of the business/partnership within the past six (6) years to present.

[9] A copy of any and/or all business/partnership bank books for the past six (6) years to present.

[10] A copy of any and/or all checks written on behalf of the business/partnership in which Plaintiff signed defendant's name within the past six (6) years to present.

[11] A copy of any and/or all documents of the business/partnership filed with any and/or all local, state, federal agencies which will assure the said business/partnership is/was legal.

[12] A copy of any and/or all expense bills/statements of the business/partnership within the past six (6) years to present.

[13] A copy of any and/or all rental leases of the business/partnership within the past six (6) years to present.

[14] A copy of any and/or all present tenants' lease agreement(s) from the time said tenants leased said property of the business/partnership to present.

[15] A copy of any and/or all business/partnership assets within the past six (6) years to present.

[16] A copy of any and/or all bankrupts of plaintiff within the past six (6) years to present.

[17] A copy of any and/or all disposition of any and/or all bankrupts filed by plaintiff within the past six (6) years to present.

[18] A copy of any and/or all documents relating to the business/partnership signed by Plaintiff and witnessed by individuals other than a Notary, including the name, both home and work address and phone numbers.

[19] A copy of any and/or all documents Plaintiff and/or his counsel has received from, and filed with the Court regarding this civil action from the beginning to present.

[20] A copy of any and/or all tax returns of Plaintiff within the past six (6) years to present.

[21] A copy of any and/or all insurance bills for insurance on the business/partnership operation and properties within the past six (6) years to present.

[22] A copy of any and/or all damage payments received by the business/partnership paid by the insurance company within the past six (6) years to present.

[23] A copy of any and/or all documents showing the beneficiary/beneficiaries of damage(s) to the business/partnership if there was any loss to the business/partnership.

[24] A copy of any and/or all insurance company/companies' name, address, phone number, including the agent's name, address and phone number within the past six (6) years to present.

[25] A copy of any and/or all documents regarding insurance of the business/partnership, and/or any other coverage of same within the past six (6) years to present.

Respectfully Submitted
Daniel J. Sankey
EL 6018
10/27/01

UNSWORN VERIFICATION STATEMENT OF PLAINTIFF
PLAINTIFF THOMAS WICK UNDER PENALTY OF PERJURY

Subject to the penalty of perjury pursuant to Title 28 U.S.C. § 1746, and subject to the penalties of 18 Pa.C.S. § 4904, relating to UNSWORN falsification to authorities, Plaintiff Thomas Wick certify that the documents provided/attached heretowith are a true and correct copy of the documents Plaintiff has in his possession and was able to obtain after due adequate attempts. That Plaintiff has provided the name(s), address(es), both home and work, telephone number(s) of the individual(s) in possession of those documents not in the possession of Plaintiff.

Dated: ____/____/2001 Signed under penalty of perjury /s/_____
Thomas Wick, Plaintiff

C E R T I F I C A T E O F S E R V I C E / P R O O F

I hereby certify that I have served a true and correct copy of the foregoing Defendant's First Set of Request for Production of Documents and First Set of Interrogatories addressed to teh Plaintiff from Defendant, and said were mailed by First Class Mail, postage prepaid at SCI Greensburg, PA 15601 in the manner indicated below.

ADDRESSED AS FOLLOWS:

R. Darning Gearhart
Attorney for Plaintiff
215 East Locust Street
Clearfield, PA 16830

Clerk of Courts/Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Dated: 10 / 27 / 2001

/s/ Daniel I. Sankey
Daniel I. Sankey, Def. pro se

T H O M A S W I C K , : CV Docket No. 00-1051-CD
 Plaintiff : Judge John Reilly, Jr.
 -vs- : CIVIL ACTION LAW
D A N I E L I . S A N K E Y , : JURY TRIAL DEMANDED
 Defendant :

Defendant, Daniel I. Sankey, pro se, request Plaintiff, Thomas Wick to answer **UNDER OATH** the following Interrogatories within Thirty (30) days from service thereof in accordance with Pa.C.R.P., Rules 4005 and 4006. These Interrogatories are deemed to be continuing to the extent provided in Pa.R.C.P., Rule 4007.4. If you are a business, the term "you" as used in these Interrogatories refers to you, your employees, servants, agents and representatives.

(a) All names you have ever used or by which you have been know, including nicknames;

(b) Your date of birth;

(c) Your residence address; and

(d) The name and relationship to you of each resident of your household from January 1, 1995 until present.

ANSWER:

[2] If you are a business, state the following:

(a) Your legal name;

ANSWER:

(b) Whether you operate as a corporation, a partnership or sole proprietor, and further state from January 1, 1995 to present:

(i) If a Corporation:

(A) The date and place of incorporation;

ANSWER:

(B) The principal place of business;

ANSWER:

(C) The name and address of each director;

ANSWER:

(D) The name and address of each officer;

ANSWER:

(ii) If a partnership or sole proprietor:

(A) The names and address of each owner;

ANSWER:

(B) The proprietary interest of each owner;

ANSWER:

(C) Whether this is a limited partnership and if so, identify which partners are limited and which are general;

ANSWER:

(iii) If doing business under a fictitious name:

(A) The date of filing of certificate of doing business under a fictitious name;

ANSWER:

(B) The county where filed;

ANSWER:

(iv) If a subsidiary of an entity:

(A) The entity's legal name and principal place of business;

ANSWER:

(B) The date and place of entity's incorporation;

ANSWER:

(C) The date you became a subsidiary;

ANSWER:

(D) The nature of the subsidiary relationship.

ANSWER:

[3] State the type of work you performed and the dates when you performed work for which you were engaged:

ANSWER:

[4] State whether you performed construction services or remodeling for commercial, industrial or individual customers:

ANSWER:

(a) Number of commercial customers from January 1, 1995 to present:

ANSWER:

(b) Number of industrial customers from January 1, 1995 to present:

ANSWER:

(c) Number of individual customers from January 1, 1995 to present:

ANSWER:

[5] State the names and addresses of all customers for whom you performed work as a contractor from January 1, 1995 to present:

ANSWER:

[6] With respect to all officers, owners, directors, employees or sub-

constructors of the business/partnership, from January 1, 1995 to present, state:

(a) The address and name of each;

Answer:

(b) The job title, position or relationship of each to the business/partnership:

ANSWER:

(c) The dates each person listed in Interrogatory six (6) worked for or was associated in any manner with the business/partnership:

ANSWER:

[7] the period of January 1, 1995 to present, provide the names and addresses of all persons responsible for or working on the financial accounting of bookkeeping of the business/partnership:

ANSWER:

[8] State the names and address of each person who prepared federal and state income tax returns for Plaintiff Thomas Wick, and Plaintiff Thomas Wick and his wife/his live-in girlfriend.

ANSWER:

[9] If you have conducted business under any other name, alias, fictitious name or otherwise, state the names under which you have so conducted business:

ANSWER:

[10] With respect to checking, savings or investment accounts of the business and/or partnership, state:

(a). The name of financial institution where the account is maintained and/or was maintained:

ANSWER:

(b) The type(s) of Account(s):

ANSWER:

(c) The financial institution's branch office location where the account(s) is/are located:

ANSWER:

[11] Do you have any liability insurance coverage for the period of January 1, 1995 through December 31, 2000? If so,

(a) State the insurance company's name providing the coverage:

ANSWER:

(b) The policy number of the insurance policy:

ANSWER:

(c) the effective date(s) of such coverage:

ANSWER:

(d) The limits of liability of such coverage:

ANSWER:

[12] Do you maintain homeowners insurance coverage? If so, state:

(a) State the insurance company's name and address providing the coverage:

ANSWER:

(b) The policy number if the insurance policy:

ANSWER:

(c) The effective date(s) of such coverage:

ANSWER:

(d) The limits of liability of such coverage:

ANSWER:

[13] State your current complete address:

ANSWER:

(a) State any and/or all addresses in which you have resided within the past ten (10) years to present:

ANSWER:

(b) List any and/or all addresses and dates of any and/or out-of-state residents you have lived:

ANSWER:

[14] Have you ever pleaded guilty, nolo contest and/or been convicted of a crime? if so, state:

(a) The criminal statuts(s):

ANSWER:

(b) The date(s) of conviction(s) or guilty Plea(s)/no contest:

ANSWER:

(c) The jurisdiction of such conviction(s) or guilty plea(s)/no contest:

ANSWER:

(d) The sentence(s) received for each conviction or guilty plea/no contest:

ANSWER:

[15] Have you ever been sued and/or have you ever sued anyone or company or corporate or any person, company or institution? if so, state:

(a) the name(s) and address(es) of the Plaintiff(s) and/or Defendant(s):

ANSWER:

(b) The claim(s) of each plaintiff:

ANSWER:

(c) The disposition of each legal action:

ANSWER:

[16] Described in detail under what circumstances you first met with the defendant in this action:

ANSWER:

17] Do you own any real estate? If so, state:

(a) the name or names under which such real estate is titled:

ANSWER:

(b) The location of such real estate:

ANSWER:

(c) the name(s) of any lienholder(s) or mortgage lender(s) having any claim or lien against the said property:

ANSWER:

[18] Have you ever been convicted of a crime involving theft, fraud or dishonesty? If so, state:

(a) The date and jurisdiction of the crime:

ANSWER:

(b) The year in which the crime(s) was/were committed:

ANSWER:

[19] Described in detail your history as a contractor or remodeler, including all areas of expertise or competency:

ANSWER:

[20] Has any customer ever complained about your workmanship? If so, state:

(a) the name and address of the customer:

ANSWER:

(b) The type of work performed for the customer;

ANSWER:

(c) The date the work was performed:

ANSWER:

[21] Have you brought and/or sold any properties from January 1, 1995 to present? If so, state:

(a) The name and address of each customer said was purchased/sold from/to:

ANSWER:

(b) The total amount paid/received for each said property purchased/sold:

ANSWER:

(c) The name(s) in which said properties was/are titled:

ANSWER:

(d) Was said propert(ies) purchased/sold under the name of the business/partnership:

ANSWER:

[22] State where or not you have ever filed for bankruptcy? If so, state:

(a) The state(s) of said, including the year(s):

ANSWER:

(b) The amount of the bankruptcy:

ANSWER:

[23] Describe any and all involvement you had with the business/partnership:

ANSWER:

[24] Describe the relationship between you and Daniel I. Sankey for the period of January 1, 1995 to present.

ANSWER:

[25]

From January 1st, 1995, to present, state the name, address, phone, of any and all individual(s) who collected the business/partnership's rental payments/checks, and what the relationship of said individual(s) with the business /partnership:

ANSWER:

[26]

From January 1st, 1995 to present, state the name, address, and phone number of any and/or all individual(s) who deposit any and/or all rental payment checks for the business/partnership:

ANSWER:

[27]

From January 1st, 1995 to present, state the name, address, and relationship to the business/partnership of each said person writing/making out checks, and at who's direction/authorization was said:

ANSWER:

[28]

State the period of time said practice was in action in paragraphs 25 through 27 above:

ANSWER:

[29]

State any and all documents showing any and/or all loans/advances from January 1st, 1995

though present made to the business/partnership by plaintiff, including all cancelled checks from said loans/advancements, and attached a copy of each heretowith:

ANSWER:

[30]

Plaintiff is requested to attached heretowith any and all Power-of-Attorneys provided him by defendant, including the date said was/were provided to him and by whom:

ANSWER:

[31]

Plaintiff is requested to state when and how the business/partnership came into debt with him, and requested to attached any and all documents, and authorization showing that he was authorized to loan/advance funds to the business /partnership from January 1st, 1995 to present:

ANSWER:

[32]

State if plaintiff or defendant approach who for a Power-of-Attorney, including the date and place, and the name of any and all persons present as witness(es):

ANSWER:

[33]

State the last deposit made within the business/partnership's checking/saving account, and who made the transaction(s), and attached any and all documents relating said transaction(s):

ANSWER:

[34]

State the date(s), time and place any and all agreement(s) was/were made for the appraisal, and who authorized said appraisal:

ANSWER:

[35] State the number of times, and the amount of each funds from the business /partnership paid or deposited in the account and/or to the Power-of-Attorney(s) for the defendant, plaintiff and/or the business/partnership, including the dates of each transactions and attached heretowith copy of each document;

ANSWER:

[36] State the name, address, phone number of the company/ies and/or individual(s) performing any and all appraisal(s), and the individual(s) authorizing said, including the attachment of any and all documents regarding any and all of the above regarding the appraisal(s):

ANSWER:

[37] State whether or not the company/individual(s) performing the appraisal(s) was/were certified, and attached heretowith a copy of said certification document(s), and the number of appraisal(s) performed:

ANSWER:

[38] State whether or not Plaintiff consulted with his partner before authorizing any and all appraisal(s) regarding the business/partnership from January 1st, 1998 to present, and if so, state the date, time, place, and the name of each person present during said consultation(s), and attached a copy of any and all document(s) authorizing said from defendant;

ANSWER:

[39] State whether or not the Old Gas Company's office was ever used as an office after said moved out, and state the name of each individual/company/business which used said office, and for what purpose was said;

ANSWER:

[40] State whether or not the office mentioned in paragraph 39 was rented out from January 1st, 1999 to present. If so, state:

(a) To whom, name, address, and phone number:

(b) Date said office was rented and the amount of rent each month:

(c) the purpose in which office was rented:

(d) Name and address of any and/or all individual(s) collecting the rent:

[41] State whether or not there was a parking lot at dearfield hardware filled in? If so, state:

(a) Who authorized the filling in;

(b) Who leveled and contoured the fill in;

(c) If defendant had any say in the fill in;

(d) Did plaintiff ordered sandstone for the lot and from whom, when, how many tons, and the cost of said;

(e) Attached heretowith a copy of each and/or every document(s) regarding said parking lot expenses:

[42] State whether or not defendant had any say in the filling in of the parking lot, and if he was even informed of the filling in before it was done: If so, state,

(a) the date, place, time and by whom:

(b) Who informed defendant before any of the work was done;

(c) who paid for the work done, and was it with their private money or the

business/partnership funds and by who's authorization

[43] State whether or not plaintiff has ever, from January 1st, 1995 to present, either/or Judy K. Bires and/or Donna Lidgett, any rent and/or any other profit from the business/partnership? If so, state,

(a) When and where, including the date(s):

(b) The amount of said rental payment(s)/profit from the business/partner - ship:

(c) If not, why not:

[44] State whether or not Plaintiff know either/or Judy K. Bries/Donna Lidgett, and if so, state how and where and how;

ANSWER:

[45] State why plaintiff stopped talking to Donna Lidgett/Judy K. Bires:

ANSWER:

[46] State how long plaintiff desired to desolve this business/partnership, and state why and what step(s) was/were taken by plaintiff to desolve said:

ANSWER:

Respectively Submitted
Daniel D. Sankey
10/27/01

WICK vs. SANKEY 00-1051-CD

VERIFICATION UNDER PENALTY OF PERJURY

I, the undersigned plaintiff, THOMAS WICK, do hereby states under OATH, pursuant to 28 USCA §1746, subject to the penalty of perjury of the laws of the U.S.A.; and pursuant to penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. That the answers to the Interrogatories Number 1 through 46 are true and correct to the best of my knowledge and belief.

ATTEST TO this _____ day of _____, 2001 under the **PENALTY OF PERJURY.**

/s/ _____
T h o m a s W i c k , P l a i n t i f f

C E R T I F I C A T E O F S E R V I C E / P R O O F


I hereby certify that I have served a true and correct copy of the foregoing Defendant's First Set of Request for Production of Documents and First Set of Interrogatories addressed to teh Plaintiff from Defendant, and said were mailed by First Class Mail, postage prepaid at SCI Greensburg, PA 15601 in the manner indicated below.

ADDRESSED AS FOLLOWS:

R. Darning Gearhart
Attorney for Plaintiff
215 East Locust Street
Clearfield, PA 16830

Clerk of Courts/Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Dated: 10 / 27 / 2001

/s/ 
Daniel I. Sankey, Def., pro se

WICK vs. SANKEY 00-1051-CD

VERIFICATION UNDER PENALTY OF PERJURY

I, the undersigned plaintiff, THOMAS WICK, do hereby states under OATH, pursuant to 28 USCA §1746, subject to the penalty of perjury of the laws of the U.S.A.; and pursuant to penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. That the answers to the Interrogatories Number 1 through 46 are true and correct to the best of my knowledge and belief.

ATTEST TO this _____ day of _____, 2001 under the **PENALTY OF PERJURY.**

/S/ _____
T h o m a s W i c k, Plaintiff

Respectfully submitted,

By: Daniel I. Sankey
Daniel I. Sankey,
Defendant, pro se
EL 1680-RD #10, Box 10
Greensburg, PA 15601
10/27/01

c

D A N I E L I . S A N K E Y

EL-6018-RD #10, BOX #10
GREENSBURG, PENNSYLVANIA
1 5 6 0 1 - U S A

December 3rd, 2001

R. Denning Gearhart
Attorney for Plaintiff
Thomas Wick
215 East Locust Street
Clearfield, PA 16830

REF: Wick vs. Sankey-No.-CV-00-1052-CD

Dear Attorney Gearhart:

As Defendant pro se, in the above-reference matter, I am reminding you that your client has failed to provide the requested documents and answer to Interrogatories, in which your office should have received on or about November 1st, 2001.

I remind you that, if said is not received on or before Decemeber 10th, 2001, I will be force to file the necessary documents to compel said requested documents and answers.

It is my belief that we are adults enough to work with each other, without resulting to the Court.

I look forward to receiving your reply and the requested documents and answers.

Thanks for your time and consideration to this reminder.

Respectfully submitted,

Daniel I. Sankey

Daniel I. Sankey
defendant, pro so

Dec 3, 2001

cc: file

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
C I V I L D I V I S I O N

T H O M A S W I C K ,
Plaintiff

-vs-

D A N I E L S A N K E Y ,
Defendant

2000-1051-CD

CV-No.-1051-CD

CIVIL ACTION LAW

JUDGE JOHN REILLY, Jr.

JURY TRIAL DEMANDED

DEFENDANT'S FIRST SET OF ADMISSION ADDRESSED TO
PLAINTIFF THOMAS WICK

Defendant Daniel Sankey, pro se, hereby request Plaintiff Thomas Wick, pursuant to Pa.R.C.P., Rule 4014, to answer the following Admissions, for purpose of the pending action only, of the truth of any matters within the scope of Rules 4003.1 through 4003.5 inclusive set forth in the request that relate to statements or opinions of fact or of the application of law to fact, including the genuineness, authenticity, correctness, execution, signing, delivery, mailing or receipt of any document described in the request.

Plaintiff shall serve his answer to the following Admission within Thirty (30) days of receipt thereof, and said answer shall be signed under the penalty of perjury by Plaintiff, and not his counsel.

[1] Admit you know Defendant, and that you both agreed to enter into an agreement to form a partnership.

ANSWER:

[2] Admit the partnership was later considered void due to you violating conditions of the agreement.

ANSWER:

[3] Admit you forged a check in the name of defendant during the pendency of the partnership without Defendant's authorization and/or knowledge.

ANSWER:

[4] Admit each partner was to have equal authority in the overseeing of

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William A. Shaw
Prothonotary

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the partnership, and that you failed to abide by said agreement.

ANSWER:

[5] Admit you refused to allow Defendant's Representatives to enter the property for inspection and/or to obtain Defendant's records.

ANSWER:

[6] Admit you refused to forward Defendant his personal records once he was arrested and confined.

ANSWER:

[7] Admit once Defendant was arrested and confined, that you altered the original agreement regarding the partnership.

ANSWER:

[8] Admit you, Thomas Wick, represented yourself to Defendant as a professional trademan when in fact you are not and never has been.

ANSWER:

[9] Admit the beauty saloon in which you own in Tyrone, Pennsylvania at the time, was remodeled by the individual(s) you was renting said from you as part of the lease agreement with him/her/them.

ANSWER:

[10] Admit you represented yourself as having good credit to Defendant to encourage Defendant to enter into a partnership because you were aware of his good credit rating/record.

ANSWER:

[11] Admit you ~~never~~ informed Defendant that you have filed for "BANKRUPTCY", and that in fact you had "NO CREDIT".

ANSWER:

[12] Admit when you set in with Defendant in Attorney George Test's office to form a partnership, that you intentionally and willfully failed to inform the attorney and Defendant of your "BANKRUPTCY" record.

ANSWER:

[13] Admit you never attempted to dissolve the partnership before Defendant made it void upon your violations of the partnership agreement.

ANSWER:

[14] Admit Defendant has given you a written agreement of you buying Defendant out of the partnership several times in which you failed to act, in which the agreement spelled out the terms of said buy out.

ANSWER:

[15] Admit that pursuant to your credit, lying about your professional trademanship, and violating agreement conditions caused Defendant, not you, to draw up an agreement to sell his share (50%) to you, Thomas Wick.

ANSWER:

[16] Admit Defendant's First Letter of Intention to settle was dated on or about November , , 27, 1999

ANSWER:

[17] Admit that the agreement stated Five (5) years, and NOT Fifteen (15) years as you and/or someone ALTERED the agreement.

ANSWER:

[18] Admit you had your personal friends to witness your signing of the document, and that the said Two (2) witnesses are James B. Eggeman and Richard Peters.

ANSWER:

[19] Admit said named witness in ¶18 are/were patients at MENTAL HEALTH, and that you and them are present receiving disability benefits because of said illness.

ANSWER:

[20] Admit once you alleged to have cleared out the partnership office in the "OLD GAS COMPANY OFFICE" in Clearfield, that you destroyed Defendant's records and/or that you knew they were his and that you refused to forward said records to Defendant and/or his Representatives/Power-of-Attorneys.

ANSWER:

[21] Admit that after you destroyed Defendant's records, you hand delivered an altered copy of the agreement witnessed by your two (2) personal friends mentioned above in ¶18 to Attorney George Test's Office on or about March 13, 2001, some Six (6) years to the date, and after Defendant was sentenced and unable to defend against your fraudulent action.

ANSWER:

[22] Admit the Agreement and/or partnership was never recorded with the Couty Courthouse and/or the Commonwealth of Pennsylvania.

ANSWER:

[23] Admit you violated the condition of the agreement regarding withdraw of contributions without the consent of the Defendant, which was clearly in violation of the agreement at ¶4.

ANSWER:

[24] Admit that in the Spring of 1999 you forged Defendant's name to a Partnership check which the account was set up to have all checks signed by both parties to be legal.

ANSWER:

[25] Admit you have refused to answer Defendant's Request for Production of Documents and Request For First Set of Interrogatories you received from Defendant and there is no legal reason for said refusal.

ANSWER:

[26] Admit you and your lady friend has fruadulently obtained money from SSI, Doctors and/or Insurance Companies, which has neted you and her tens of thousands of dollars in the past several years.

ANSWER:

[27] Admit you have fraudulent obtained funds from the Commonwealth of Pennsylvania, in which you have falsely signed rent rebate applications for many of your friends with them supplying you with a rebate.

ANSWER:

[28] Admit defendant's records were stored in the partnership's office, in which you moved your girlfriend in to live without defendant's consent, and/or approval pursuant to the partnership agreement.

ANSWER:

[29] Admit you have not provided Defendant with any of the funds from the partnership, and nor any of his family members/Representatives/power-of-attorneys.

ANSWER:

[30] Admit you have allowed your girlfriend and/or other friends/family members reside rent free in partnership properties without the knowledge or consent or approval of defendant.

ANSWER:

[31] Admit you have refused to communicate with defendant in regards to the partnership since he was arrested and confined, even thus defendant has attempted to communicate with you.

ANSWER:

Respectfully submitted

By: Daniel Sankey
Daniel Sankey, Def. pro se
EL-6018-RD 10, Box 10
Greensburg, PA 15601

C E R T I F I C A T E O F S E R V I C E / P R O O F

I hereby certify that I have caused to be serve this 19 day of December, 2001, a true and correct copy of Defendant's First Set of Admission to Plaintiff to be answer under OATH and said answer to be serve upon Defendant within Thirty (30) day of receipt thereof, by First Class Mail, postage prepaid at SCI Greensburg, PA 15601, in the manner indicated below;

ADDRESSED AS FOLLOWS:

R. Denning Gearhart
Atty for Thomas Wick
215 East Locust Street
Clearfield, PA 16830

Prothonotary/Clerk of Courts
Clearfield County Courthouse
230 east market Street
Clearfield, PA 16830

/s/ Daniel Sankey
Daniel Sankey, Def. pro se

The Attached ADMISSION to Plaintiff was Respectfully submitted

By: Daniel Sankey
Daniel Sankey, Defendant, pro se

Mailed on: 12 / 19 / 2001
Dec. 19, 2001

UNSWORN AFFIDAVIT OF
PLAINTIFF THOMAS WICK

I, THOMAS WICK, states **UNDER OATH**, subject to the penalty of perjury, pursuant to 28 U.S.C.A. § 1746 of the laws of the United States of America, that the Admission Answers are true and correct so help me God, which were submitted by Defendant Daniel Sankey in Civil Action 00-1052-CD, and that I will supply supplemental answers if it becomes necessary after my answers have been submitted.

/s/ _____
Thomas Wick

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
C I V I L D I V I S I O N

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

: CV-No.-00-1051-CD
:
: CIVIL ACTION LAW
:
: JUDGE JOHN REILLY, Jr.
:
: JURY TRIAL DEMANDED

DEFENDANT'S OPPOSITION TO PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT
TO THE HONORABLE JUDGE JOHN REILLY, JR. JUDGE OF THE ABOVE-SAID COURT:

AND NOW, comes the Defendant, Daniel Sankey, pro se, and moves this Court to dismiss plaintiff's Motion for Summary Judgment, and respectfully represents the following, to wit:

The plaintiff commenced this action under the imagination that Defendant would not be able to properly defend against his fraudulently complaint, in which this Court has placed Defendant in handcuffs by placing a hold on Defendant's assets to prevent him from employing counsel, not only in this matter, but also his criminal matter.

Plaintiff's claim has no standing, in which he alleged Defendant breached the partnership agreement, when in fact, said agreement was automatic breached once plaintiff forged Defendant's name on a partnership check, not having to mention all the other violations of plaintiff.

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Defendant incorporates by reference all documents previously filed including Exhibits, Affidavits, and others, as alleged as fully set forth herein.

William A. Shaw
Prothonotary

Summary judgment may be entered if "the pleadings, depositions, answers to interrogatories, and admissions on file together with the affidavits if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. This has not been fulfilled by the plaintiff, as Defendant has served plaintiff with a Request For Production of Documents and his First Set of interrogatories, in which plaintiff has failed.

When the Court receives a motion for summary judgment, it is suppose to look at all legal papers that have been submitted to the Court by both sides. It shall examine all the affidavits, all exhibits, and anything which either side has obtained through pretrial discovery.

The exhibits and other documents, and the figures which plaintiff presented with his motion for summary judgment shall not count as proof, since they are the reports of plaintiff himself, and not of an expert, or other individuals professionals in said field, and plaintiff can and will say anything he desire in said documents. BRACEY vs. HERRINGA, 466 F.2d 702 (7th Cir. 1972).

The refusal of the Court to grant Defendant's pending Motion to Compel Discovery, and a request For an Enlargement of Thirty (30) days after receipt of the requested discovery once provided by plaintiff, in which said requested discovery was for the production of documents and answer to Defendant's First Set of Interrogatories, and Admission (which was recently served upon plaintiff, will deprive Defendant of a "reasonable opportunity" to present all material made pertinent to such a motion for summary judgment by both, the Federal and State Rules of Civil Procedure, (FRCP 56 & Pa.R.C.P. 1035.1), as stated in "Explanatory Comment-1996, Introduction: "It is clear that if a defendant (plaintiff in the instant case) is the moving party, he may make the showing necessary to support the entrance of summary judgment by pointing to material which indicated that the plaintiff is unable to satisfy an element of his cause of action. See ECKENROD vs. GAF CORP., supra (wherein by approving grants of summary judgment on motions that were based upon the failure of the plaintiffs to satisfy an element necessary of their case, we impliedly utilized this principle); CELOTEX CORP. vs. CATRETT, 477 U.S. 317, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986)(wherein the S.Ct. considered the language of FRCP, Rule 56(c), which is similar to that set forth in Pa.R.C.P 1035(b) and explicitly indicated the same..."

When the Court considers plaintiff's motion for summary judgment, it is supposed to view the evidence submitted by both, the plaintiff and defendant "in the light most favorable to the party opposing the motion". U.S. vs. DIEBOLD, 369 U.S. 654, 655 (1962); ADICKES vs. S.H. KRESS & CO., 398 U.S. 144, 157, 160 (1970). See also U.S. vs. WESTERN ELECTRICAL CO., 337 F.2d 568, 575 (9th Cir. 1964).

The opposing party is supposed to be given the benefit of doubt because the purpose of having summary judgment is not to cut a party off from trial where there is a genuine issue to be decided.

Pursuant to both, FRCp 56, and Pa.R.C.P. 1035, both mention the completion of discovery in which plaintiff in the instant case has refused to provide to defendant, depriving defendant of a "reasonable opportunity" to present to the Court all material pertinent to his defense.

In Pennsylvania Explanatory Comment-1996, it was stated: "Special note should be taken of the requirement under Rule 1035.2 that the motion made after completion of discovery relevant to the motion, including the production of expert reports. While Rule 1035.2(2) is prefaced with the statement that any party may file a motion after the relevant pleadings have closed, the adverse party must be given adequate time to develop the case and the motion will be premature if filed before the adverse party has completed discovery relevant to the motion. the purpose of the Rule is to eliminate cases prior to trial where a party cannot make out a claim or a defense after relevant discovery has been completed; the intent is not to eliminate meritorious claims prematurely before relevant discovery has been completed". In effect it deprives Defendant of an adequate opportunity to be heard. Cf. GEORGIA SOUTHERN & F. RY. CO. vs. ATLANTIC COAST LINE R. CO., 373 F.2d 493, 497 (5th Cir. 1967), cert. denied 389 U.S. 851, 88 S.Ct. 69, 19 L.Ed.2d 120.

The Rule of Civil Procedure are explicit in their requirement that a party opposing a motion to dismiss/summary judgment, accompanied by exhibits, and affidavits, must be afforded a FULL OPPORTUNITY to respond pursuant to both, the federal and State Rules of Civil Procedure. Defendant's right to response by affidavits, discovery, or otherwise, cannot be denied merely because the Trial Court/Judge believes that his claim is insubstantial or frivolous. COHEN vs. CAHILL, 393 F.2d 108 (1st Cir. 1968)(Per Curiam), cert. denied 400 U.S. 866, 91 S.Ct. 108, 27 L.Ed.2d 105. The Court held that a denial of a continuance improperly deprived plaintiff (defendant in the instant case) of an important procedural right. HARRIS vs. PATE, 440 F.2d 315, 318-319 (7th Cir. 1971)..

There obviously exists a serious question of whether an incarcerated party, in view of the language of the Summary Judgment Rules.

The exhibits and figures of plaintiff have no factual meaning. The policy permitting the admission into evidence of records made in the regular course of business is based on the trustworthiness and reliability of that kind of record.

In *HOFFMAN vs. PALMER*, 129 F.2d 976 (2nd Cir. 1942), the Court of Appeals excluded an accident report made by a since-deceased railroad engineer, offered by the defendant railroad trustees in the defense of a grade-crossing collision case. The Court said @ 991: "[B]y its very nature [the report] is dripping with the motivation to misrepresent". the Supreme Court affirmed, 318 U.S. 109, 63 S.Ct. 477, 87 L.Ed. 645 (1943). Mr. Justice Douglas stated @ 113, 63 S.Ct. @ 480: "The conduct of a business commonly entails the payment of tort claims incurred by the negligence of its employees. but the fact that a company makes business out of recording its employees' versions of their accidents does not put those statement in the class of records made in the regular course of the business within the meaning of the Act".

Plaintiff's presented documents are also "DRIPPING WITH THE MOTIVATION OF MISREPRESENT", as those presented documents were the reports of plaintiff, and not of a reputable agency/agencies license with the City, or County or State or the Federal Agency.

In *U.S. vs. WARE*, 247 F.2d 698, 700 (7th Cir. 1957), Judge Swain excluded under §1732 memoranda made by federal narcotics agents detaining the circumstances of herion purchases. He said: "[E]ven if memoranda such as the ones in questions are regularly prepared by law enforcement officers, they lack the necessary earmarks of reliability and trustworthiness".

It would be an error for the Court to accept in support of plaintiff's motion for summary judgment the plaintiff's self made records/reports/statements, and his barebone motion and supporting brief with not supporting case law, all of such lack the "trustwothiness and reliability" to necessary for the granting of summary judgment when there are not one fact in remaining, but whether several facts remaining to be resolved in this case.

In *HAINES vs. KERNER*, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972), the Supreme Court reversed the Appeals Court affirmance of the dismissal for failure to state a cause of action of an inmate's civil rights alleging physical injuries offered while in disciplinary confinement. The Court said at @ 520-521, 92 S.Ct. @ 596: "Whatever may be the limits of the scope of inquiry of Courts into the internal administration of prisons, allegations such as those asserted by petitioner, however inartfully pleaded, ARE SUFFICIENT TO CALL FOR THE OPPORTUNITY TO OFFER SUPPORTING EVIDENCE. We cannot say with assurance that under the allegations of the pro se complaint (defense in the

in the instant case) which we hold to less stringent standards than formal pleading drafted,

by lawyers, it appears "beyond doubt the plaintiff (defendant in the instant case) can prove no set of facts in support of his claim which would entitle him to relief".

As the Supreme Court declined to do in HAINES vs. KERNER, defendant is requesting this Court intimate no view whatever on the merits of Defendant's claims and allegations in the instant case, but conclude that Defendant is entitled to a "FULL OPPORTUNITY" to offer ALL PERTINENT PROOF.

By the Court accepting, as it must, the well-pleaded allegation of the Defendant as true, NIVEE vs. DeKald County, 433 U.S. 25, 27 n. 2, 97 S.Ct. 2490, 53 L.Ed.2d 557 (1977), and construing the allegations liberally in light most favorable to the Defendant, JENNING vs. SHUMAN, 569 F.2d 1213, 1216 (3rd Cir. 1977), and cognizant that Defendant's pro se allegations is held to less stringent standards than formal pleadings drafted by lawyers, HAINES vs. KERNER, 404 U.S. 519, 520, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972), this Court shall find the allegations to be sufficient to withstand Plaintiff's Motion For Summary Judgment at this stage, and shall ORDER Plaintiff to provide Defendant with the REQUESTED DISCOVERY in which Plaintiff has so clearly refused to provide pursuant to the Pa.R.C.P..

II. MOTION FOR SUMMARY JUDGMENT UNTIMELY FILED

Plaintiff filed his Motion for Summary Judgment before the completion of discovery, and whereas Plaintiff has refused to provide Defendant with the Requested Discovery, knowing that the requested material is essential to his false allegations against Defendant.

When the Court is reviewing a motion for summary judgment, it is required to adhere to the following principles:

First, the pleadings, depositions, answers to interrogatories, admissions on file, together with the affidavits, if any, must demonstrate that there exists no genuine, triable issue of fact. Pa.R.C.P. 1035(b). Second, the record must show that the moving party is entitled to judgment as a matter of law. The Court must examine the record in the light most favorable to the NON-MOVING PARTY, resolving

all doubts against the moving party. *KERNS vs. METHODIST HOSPITAL*, 393 Pa. Super. 533, 536-537, 574 A.2d 1068, 1069 (1990); *KNECHT vs. CITIZENS & NORTHERN BANK*, 364 Pa. Super. 370, 373-74, 528 A.2d 203, 205 (1987). It is fundamental that the moving party's evidence must clearly exclude any genuine issue of material fact. *AIMCO IMPORTS vs. INDUSTRIAL VALLY BANK, ETC.*, 291 Pa. Super. 233, 435 A.2d 884 (1981). *STIDHAM vs. MILLVALE SPORTMAN'S CLUB*, 421 Pa. Super. 548, 558, 618 A.2d 945, 950 (1992).

Thus the trial Court must examine the entire record, including the pleadings, depositions, answers to interrogatories, any admissions to the record, and affidavits that were filed by the parties before ruling on a summary judgment motion. *PENN CENTER HOUSE vs. HOFFMAN*, 520 Pa. 171, 175-76, 553 A.2d 900, 903 (1989). After thoroughly examing the record, the trial Court must determine whether there is a genuine issue of material fact. *Id.* @ 176, 553 A.2d @ 903.

When determining the existence of a genuine issue of material fact, the trial Court must adhere to the rule set forth in *NANTY-GLO BOROUGH vs. AMERICAN SURETY CO.*, 309 Pa. 236, 163 A.2d 523 (1932).

In that case, our Supreme Court enunciated that summary judgment cannot be granted based upon evidence which depends solely on oral testimony. *Id.* @ 238, 163 A. @ 524. "However clear and indisputable may be the proof when it depends on oral testimony, it is nevertheless the province of the jury to decide, under instructions from the Court, as to the law applicable to the facts...." *Id.* (quoting *REEL vs. ELDEN*, 62 Pa. 308, 316, 1 Am.Rep. 414, 417 (1869)).

A witness' credibility is a determination for the jury and necessarily creates a genuine issue of material fact. *GARCIA vs. SAVAGE*, 402 Pa. Super. 324, 330, 586 A.2d 1375, 1378 (1991). Hence, the general rule "that flows from *NANTY-GLO BOROUGH vs. AMERICAN SURETY CO.*, supra, is that summary judgment may not be had where the moving party relies exclusively upon oral testimony, either through testimonial affidavits or deposition testimony, to establish the absence of a genuine issue of material fact". *GARCIA vs. SAVAGE*, supra @ 330, 586 A.2d # 1378.

Plaintiff currently has a motion before this Court for Summary Judgment, which was untimely filed due to the fact that discovery has not been completed, and this was not caused or encouraged by the Defendant in any way, but due to the incompetent attorney whom did not desire to represent defendant, but conspired with the plaintiff's attorney(s), and has never provided, just as plaintiff, defendant any of the documents involved in this matter to this date...regardless of the many requests from Defendant to attorney Bell, III.

Defendant has many issues of material fact, in which this Court must consider to be tried before a jury, and the fact that plaintiff has not provided Defendant with any of the requested discovery, in which this Court would not be able to consider in considering the motion for summary judgment would be depriving Defendant with a full opportunity to be heard and present all material pertinent to this case.

Defendant has been denied the material essential to his defense, and has witnesses will and are willing to testify before this Court concerning the facts that will dispute the allegations of plaintiff.

An entry of summary judgment may be granted only in cases where the right is clear and free from doubt, if there is no issue of material fact, and if the moving party is entitled to judgment as a matter of law. CONSUMER PARTY OF PENNSYLVANIA vs. COMMONWEALTH, 510 Pa. 158, 507 A.2d 323 (1986).

When determining whether to grant a motion for summary judgment, on the critical question of whether there is a genuine issue of any material fact exists. All doubts as to the existence of a genuine issue of a material fact are to be resolved against the granting of the summary judgment. PENN CENTER HOUSE, INC. vs. HOFFMAN, 520 Pa. 171, 553 A.2d 900 (1989).

According to both, Federal and State R.C.P., Rule 56 (of FRCP) and Rule 1035.1 (of the State), provides that discovery is to be considered during the Court review of all pertinent material/documents when considering a motion for summary judgment, and it cannot and will not be done in the instant case, if the Court grant plaintiff's motion, without compelling plaintiff to produce the requested production of document, answers to requested interrogatories, and answer to recently served admission on plaintiff. The Court compelling the plaintiff to provide the said requested discovery would not only guarantee the Defendant his Equal Protection and Due Process Rights, but would prevent the miscarriage of justice in which was visited upon Defendant by the so-called attorney Bell, III.

If plaintiff would have filed his motion for summary judgment in a timely fashion, and had provided Defendant with all the requested discovery, Defendant would not be filing this document, by instead filing the necessary documents to prove his disputed issues of material fact, and the Court would then have the same playing field for both parties in this matter. As of not, and pursuant to the Pa.R.C.P., Rule 1035.1, which also requires that when a motion for summary judgment is being considered, it may properly be granted when the PLEADING, DEPOSITIONS, ANSWERS TO INTERROGATORIES, AND ADMISSION ON FILE, "TOGETHER" with affidavits, if any, show that there are no genuine issue or issues of material fact and that the moving party is entitled to judgment as a matter of law. Pa.R.C.P. 1035. See also GROSSMAN vs. ROSEN, 424 Pa. Super. 463, 465-66, 623 A.2d 1, 2 (1993); KALLER'S INC. vs. JOHN J. SPENCER ROOFING, INC., 388 Pa. Super. 361, 364, 565 A.2d 794, 795-96 (1989).

However, "the record must be examined in the light most favorable to the non-moving party...." KALLER'S INC. vs. JOHN J. SPENCER ROOFING, INC., supra @ 364, 565 A.2d @ 796. Moreover, summary judgment should be granted only where the right is clear and free of doubt. MARKS vs. TASMAN, M.D., 527 Pa. 132, 134-135, 589 A.2d 205, 206 (1991).

With respect to the documents presented as exhibits with the barebone motion and so-called brief, there is nothing on said documents indicating that those documents were prepared by any professional person and/or agency, and plaintiff does not have the education and/or the know how, to do such papers, and therefore, Defendant has requested the name and address with the phone numbers of said individual or individuals preparing said documents.

It is nonsense to think that an individual would provide figures on properties and not provide the name of his/her agency...or CPA...or ETC. These are some of the relevant documents requested in the discovery submitted to the plaintiff by Defendant, and plaintiff is attempting to evade providing said discovery, which are very essential to Defendant "full opportunity" to be heard and to present all material fact pertinent to the instant case.

WHEREFORE, Defendant Daniel Sankey, pro se, requests this Court to Dismiss Plaintiff's Motion For Summary Judgment due to it's untimely filing, and that plaintiff has failed to provide the necessary and requested discovery to enable Defendant to present an adequate defense, and that a hearing be scheduled once the Court has COMPELLED Plaintiff to produce the requested discovery. That it is further ORDERED that defendant shall have 30 days after all discovery is provide to reply

Respectfully Submitted
Daniel J Sankey

DEFENDANT'S SUPPORTING AFFIDAVIT

I, DANIEL I. SANKEY, hereby declare that the statements set forth below are true and correct to the best of my knowledge, understanding, belief, and recollections and are subject to the penalty of perjury pursuant to 28 U.S.C.A. § 1746 of the laws of the United States of America.

[1] That I am Daniel I. Sankey, and am the defendant in this action [CV-No.: 00-1051-CD, Thomas Wick vs, Daniel Sankey].

[2] That I am opposing the Motion For Summary Judgment as there is many issues of material fact in which should be decided by a jury.

[3] That there was no partnership as Plaintiff Thomas Wick had already made the partnership void when he violated the agreement and forged my signature of one of the partnership's check without my consent and/or authorization.

[4] That I have not been able to fully respond to Plaintiff Motion For Summary Judgment due to Plaintiff has refused to provide Defendant with the requested [discovery] Production of Documents, Answers to Defendant's First Set of Interrogatories, and recently submitted Admission.

[5] That Plaintiff is an uncreditable person as he is Defendant's cousin and therefore from Defendant experience of Plaintiff, the exhibits and so-called reports of the valuable of the partnership's properties is false as reported by Plaintiff.

[6] That Plaintiff has failed to allow Defendant's Representatives and/or Power-of-Attorneys to enter in and inspect the records and properties of the partnership, in violation of the summary judgment Rule.

[7] That Plaintiff has failed to provide Defendant with reports of the partnership since Defendant's arrest and incarceration in violation of the partnership agreement.

[8] Plaintiff has provided living residence for his girlfriend and/or others without providing any of the rental proceeds as agreed upon by the partnership agreement, which is in violation of the agreement.

[9] Plaintiff has failed to provide defendant with an account of the partnership proceeds and saving within the partnership bank accounts, in violation of the partnership agreement.

[10] Plaintiff has lied to this Court about the valuable of the properties of the partnership, and has not provided official documents as exhibits which is further proof that he is not honest with the Court and/or Defendant.

[11] That there are issues which cannot be resolved without the determination of a jury.

[12] That Plaintiff became a partner of the partnership under fraudulent when he misrepresented himself as a professional tradesman, of having good credit history, and of other non-criminal activities, when in fact it was just reversed.

[13] Defendant had made attempts to purchase Plaintiff's share of the partnership to no avail, and once Defendant was arrested and convicted, Plaintiff decided to fraudulently obtain Defendant's shares in which is not Defendant's but Defendant is only the trustee of said for another.

[14] That the funds to obtain said partnership was not those of Defendant, but the one whom made Defendant the trustee of said.

[15] That Defendant need the requested discovery in order to have a full opportunity to defend against summary judgment.

[16] That Plaintiff's Motion For Summary Judgment is untimely as discovery has not been completed and according to Defendant's understanding of 1035.1, discovery shall be completed before summary judgment as the Court is to review all Depositions, answers to Interrogatories, Production of Documents, and all affidavits, if any, and all other documents on record.

[17] That Plaintiff failed to provide a supporting affidavit as required in filing for summary judgment, and that he has only filed a barebone motion and brief with not supporting case law which states he is entitled to summary judgment as a matter of law.

[18] That there are several issues of material fact in which remain and Defendant disputes all of the issues presented by plaintiff excluding the one regarding the establishing the partnership.

[19] That Plaintiff has withheld any and all of the records, including the hiding/destroying of defendant's personal records of the partnership when from the partnership office.

[20] That Defendant incorporates by reference, all documents already filed in this matter, including that relating to past incompetent Attorney Bell, III, as alleged as fully set forth herein.

[21] Defendant states that the filing of discovery at this stage was not of his causing, but that of Plaintiff's attorney and Defendant's formal incompetent attorney Bell, III, who is no longer involved and no longer considered to be overseer of Defendant's assets.

[22] That Defendant hereby oppose to all so-called facts within Plaintiff's Motion For Summary Judgment, excluding the forming of the partnership.

[23] that Defendant Letter to Plaintiff (mailed on or about 11-27-99) Notice of Buyout. Plaintiff's Letter (By His Attorney, David Thompson, Dated April 13, 2000) WAS 1st. Notice of Plaintiff of Buyout; By the terms of the Partnership Agreement. Well over the 90 DAYS, of the terms of the Agreement (ITEM #10 of the Agreement.

[24] That there are many disputes in which Defendant needs full opportunity to present all pertinent material to the Court and jury, and that he will not have said opportunity by granting summary judgment when discovery has not been completed.

ATTESTED TO UNDER THE PENALTY OF PERJURY

THIS 21, DAY OF DECEMBER, 2001

/s/ Daniel I. Sankey
Daniel I. Sankey, pro se

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m/p.23/ncc

William A. Shaw
Prothonotary *WAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
COMMONWEALTH OF PENNSYLVANIA
C I V I L D I V I S I O N

| | | |
|----------------|---|------------------------|
| THOMAS WICK, | : | CV-No.: 00-1051-CD |
| Plaintiff | : | |
| | : | JUDGE JOHN REILLY, JR. |
| -vs- | : | |
| | : | CIVIL ACTION LAW |
| DANIEL SANKEY, | : | JURY TRIAL DEMANDED |
| Defendant | : | |

O R D E R O F T H E C O U R T

AND NOW, this _____ day of _____, 200_____, upon consideration of the foregoing Opposition Brief of the Defendant to the Summary Judgment Motion submitted by Plaintiff, it is the order of the Court:

That the Motion for Summary Judgment is hereby DISMISSED WITHOUT PREJUDICE at this time as UNTIMELY FILED.

It is hereby ORDERED that the Plaintiff shall provide the Defendant with all the requested Discovery within Thirty (30) days of this order, and that defendant shall have Thirty (30) days thereafter to file any supplemental documents in opposition of the Summary Judgment Motion at which time the Court will reconsider the Plaintiff's Motion For Summary Judgment on file with the Court.

It is further ordered that Plaintiff shall permit the representatives/Power-of-attorneys of the Defendant to enter upon the properties owned by the partnership for examination and/or inspection, as provided by the Pa.R.C.P..

IT IS SO ORDERED AND DECREED.

B Y T H E C O U R T:

/S/_____,J.
COURT OF COMMON PLEAS JUDGE

cc: Daniel Sankey, Defendant
EL-6018-RD #10, Box 10
Greensburg, PA 15601

D. Renning Gearhart, Esq.
for Plaintiff
215 East Locust Street
Clearfield, PA 16830

CERTIFICATE OF SERVICE/PROOF

I, DANIEL SANKEY, hereby certify that I have caused to be served this 21, day of December, 2001, a true and correct copy of the foregoing Opposition Brief to the person named below, in the manner indicated, by First Class Mail, postage prepaid at SCI Greensburg, PA 15601.

ADDRESSED AS FOLLOWS:

Clerk of Courts/Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

D. Renning Gearhart
Atty for Plaintiff
215 East Locust Street
Clearfield, PA 16830

/s/ Daniel Sankey
Daniel Sankey, Def., pro se

Respectfully submitted,

By: Daniel Sankey
Daniel Sankey, Def., pro se
EL-6018-RD #10, Box 10
Greensburg, PA 15601

Dated: 12 / 21 / 2001

FILED

DEC 26 2001

William A. Shaw
Prothonotary

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

| | | |
|----------------|---|--------------------------|
| THOMAS WICK, | : | |
| Plaintiff, | : | |
| | : | |
| | : | No. 00-1051-CD |
| | : | |
| VS. | : | CIVIL ACTION-EQUITY |
| | : | |
| | : | JUDGE JOHN K. REILLY JR. |
| | : | |
| | : | |
| DANIEL SANKEY, | : | |
| Defendant. | : | |

O R D E R

AND NOW, this _____ day of _____, 2002,
upon consideration of the Defendant's Motion for a Stay in the
Proceedings, it is hereby ORDERED that a 45 day stay in the
above-captioned Civil Action is GRANTED.

BY THE COURT:

Judge John K. Reilly, Jr.

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

| | | |
|----------------|---|--------------------------|
| THOMAS WICK, | : | |
| Plaintiff, | : | |
| | : | |
| | : | No. 00-1051-CD |
| | : | |
| VS. | : | CIVIL ACTION-EQUITY |
| | : | |
| | : | JUDGE JOHN K. REILLY JR. |
| | : | |
| | : | |
| DANIEL SANKEY, | : | |
| Defendant. | : | |

MOTION FOR A STAY IN THE PROCEEDING

AND NOW, comes the Defendant, Daniel Sankey, pro-se, and respectfully moves this Honorable court to ORDER a Stay in the Proceedings, and sets forth the following:

1. On July 23, 2001, the Plaintiff, by and thorough his attorney, R. Denning Gearhart, filed a Motion for Summary Judgement in the above-captioned civil action.

2. The Plaintiff avers in his Motion for Summary Judgement that the Equity in question was appraised at Ninety-two Thousand, two hundred (\$92,200.00) Dollars.

3. The Plaintiff failed to file with his Motion for Summary Judgement, a copy of the written appraisal for which that figure was based. In other words, the Plaintiff demands that this Honorable Court except this amount as a true and correct appraised value of the property in question without any documented proof.

4. The Defendant, Daniel Sankey, moves this Honorable Court to issue a 45 day Stay in the Proceedings for the purpose of allowing the Defendant to obtain a written appraisal of the property in question, by a licensed, and certified appraiser.

5. The Plaintiff further request this Honorable Court to grant Summary Judgement, and permit the Plaintiff to make payment of the purchase price over a fifteen (15) year period in quarterly installments, as per the partnership agreement.

6. The Defendant contest the partnership agreement, in that, it allowed the purchasing party of the assets to make quarterly payments of the buyout price over a fifteen (15) years period.

7. The Defendant avers that the Plaintiff is committing a fraud, in that the Partnership Agreement at paragraph 10, was for five (5) years, not fifteen (15) years.

8. The Defendant would again move this Honorable Court to issue a 45 day Stay in the Proceedings to allow the Defendant time to try and obtain a copy of the partnership agreement that had been given to Effie M. Sankey, for whom this Defendant is a trustee in trust of the properties in question in the instant action. See: Appendix "A".

9. The Plaintiff further claims that all relevant pleadings are closed and there is no genuine issues of material fact as to a necessary element of the defense which could be established by additional discovery or expert report.

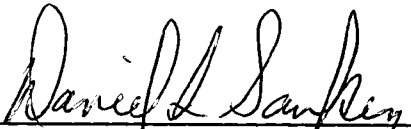
10. The Defendant would aver that no discovery has been provided, nor any expert reports. The Defendant, who is

proceeding pro-se, is uneducated in the science of law, but believes he has several defenses to the case before the court. Thus: the Defendant would again request a 45 day Stay in the Proceedings to obtain the documentation, discovery material, and to formulate the arguments for any and all available defenses.

WHEREFORE, and for the foregoing reasons, the Defendant respectfully moves this Honorable Court to grant the within Motion for a Stay in the Proceedings, and issue an ORDER granting Defendant a 45 day Stay.

Respectfully submitted,

DATE: 2-26-02


Daniel I. Sankey, ProSe
Defendant.

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

| | | |
|----------------|---|--------------------------|
| THOMAS WICK, | : | |
| Plaintiff, | : | |
| | : | |
| | : | No. 00-1051-CD |
| | : | |
| VS. | : | CIVIL ACTION-EQUITY |
| | : | |
| | : | JUDGE JOHN K. REILLY JR. |
| | : | |
| DANIEL SANKEY, | : | |
| Defendant. | : | |

CERTIFICATE OF SERVICE

I Daniel I. Sankey, does hereby certify that I am this day serving a true and correct copy of the foregoing "MOTION FOR A STAY IN THE PROCEEDINGS" upon the person(s) indicated below by first class mail, postage paid:

R. Denning Gearhart, Esq.
215 East Locust Street
Clearfield, PA 16830

DATE: 2-26-02

BY: Daniel I. Sankey

Daniel I. Sankey, Pro-Se
EL-6018
RD# 10 Box 10
Greensburg, PA 15601

IN TRUST

On the 7th day of May 1995 this agreement (Trust) between Effie M. Sankey (Grantor) of 106 Kate Street, Osceola Mills, PA. and Daniel I. Sankey of 730 Buds Alley Bellefonte, Pa.

In this agreement the Grantor and the Trustee have agreed to the following:

The purpose of this agreement is to establish a Trust to buy, receive, manage and distribute the assets of the Trust, for the Grantor and upon the death of the Grantor.

The Grantor may revoke or amend this agreement at any time. The Grantor, at any time, may direct the Trustee to purchase or sale any Trust agreement.

The Trust shall be funded with money transferred to the Trust by the Grantor at the time of creating this Trust, or at anytime as needed.

This Trust may also receive assets from any person who is acting under authority granted to that person by the Grantor.

All bills, taxes, etc. will be paid by the Trustee, from any income the Trust receives from profits of the sale of: timber, coal, rents, resale of assets or from the Grantor, as needed.

Daniel I. Sankey is not married, at this time. If he would marry, the bride would not be entitled to any shares without the Grantors approval.

In the case the Trustee resigns, becomes disabled or dies, Judith K. Bires shall become Trustee. If Judith is unable, the youngest living child of the Grantor, that is able shall be Trustee.

The Trustee shall hold, manage, maintain, administer, invest, reinvest and distribute the Trust assets. Collect and apply the income profits of the Trust for the benefit of the Grantor in accordance with the terms of this agreement.

The Trustee will receive a reasonable compensation for the Trustee service under this agreement.

Upon the death of the Grantor and after payment of all debts of the Trust, the Trust will be distributed among the eleven (11) children of the Grantor. Named: Joseph, Elizabeth, Beverly, Judith, Daniel, Nancy, John, Bonnie, Peggy, Kathy, and Frederick.

The shares of any beneficiary who doesn't survive the Grantor shall be distributed proportionately to their children.

The Trust consists of 50% interest in the following properties:

1. three(3) lots located in Woodward Twp. Clearfield Co., Pa.;
Map # 13-IV. 4-00022; Recorded: Vol. 1649 page 597, 598, 599.
2. ninety-one(91)% interest in 87 acres in Morris Twp.,
Clearfield Co., Pa.; Map # 124-Q10-000-00050
Recorded: Vol. 1650 page 547, 548, 549.
3. (Trailer) and Lot, located in Lawrence Twp. Village of Hyde, Clearfield Co., Pa.;
Map # 123-J09-269-00124, Lot #5, Block #8, Recorded: Vol. 1649 page 61, 62, 63.
4. 1st of May 1995, two (2) buildings & 4 lots (#2,3,4,5) Borough of Clearfield,
Clearfield Co. Pa.; Map #004-408-205-00015, Recorded: Vol. 1667 Page 113, 114, 115

On this 7th day of May 1995 I, Effie M. Sankey, residing in the Borough of Osceola Mills, Clearfield Co., Pa. Do hereby declare that I am of sound mind and acknowledge that I signed this agreement, which consists of 2 (two) pages; willingly and of my free and voluntary act for the purpose therein expressed. That I witnessed the signing of the witnesses below.

We the witnesses, were present and saw Effie M. Sankey, sign this Trust willingly and of sound mind.

Grantor seal: Effie M. Sankey date May 7 - 1995

Trustee seal: Daniel Sankey date May 7, 1995

Witness seal: Judith F. Boies date May 7, 1995

Witness seal: Bonnie L. Marty date May 7, 1995

FILED

MAR 01 2002

MAR 18 2002
William A. Shaw
Prothonotary

By: Sanku
EJS

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

THOMAS WICK,
Plaintiff
VS.

DANIEL SANKEY,
Defendant

NO. 00-1051-CD

IN EQUITY

CASE NUMBER: 00-1051-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: **PLAINTIFF'S MOTION FOR A PROTECTIVE ORDER
AND STAY AS TO INTERROGATORIES AND OTHER
DISCOVERY FILED BY DEFENDANT**

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
215 East Locust Street
Clearfield, PA 16830
(814) 765-1581

FILED

MAR 22 2002

m/a 27/3cc
William A. Shaw
Prothonotary

cc
Gearhart
EKB

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

THOMAS WICK,
Plaintiff
VS.

DANIEL SANKEY,
Defendant

:
: NO. 00-1051-CD
:
: IN EQUITY
:
:

ORDER

AND NOW THIS ____ day of _____, 2002, upon consideration of the attached Motion, it is the ORDER of this Court that the Defendant, Daniel Sankey, be stayed from any further discovery in this matter and a Rule is hereby issued upon the Defendant to Show Cause why the Motion should not be granted. Rule Returnable the ____ day of _____, 2002, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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'S OFFICE
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51

BY THE COURT,

JUDGE

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

| | | |
|----------------|---|----------------|
| THOMAS WICK, | : | |
| Plaintiff | : | NO. 00-1051-CD |
| VS. | : | |
| | : | IN EQUITY |
| DANIEL SANKEY, | : | |
| Defendant | : | |

**PLAINTIFF'S MOTION FOR A PROTECTIVE ORDER AND STAY AS TO
INTERROGATORIES AND OTHER DISCOVERY FILED BY DEFENDANT**

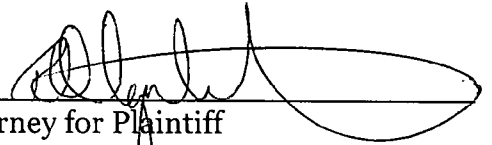
AND NOW COMES PLAINTIFF, Thomas Wick, by and through his Attorney, R. Denning Gearhart, moves this Court pursuant to Pa. R.C.P. No. 4012(a)(2) and 4013 for a protective order and stay as to Interrogatories and other Discovery believed to be forthcoming from the Defendant, and in support represents as follows:

1. Plaintiff commenced this civil action against defendant by complaint on August 25, 2000 seeking to dissolve a partnership he has with the Defendant according to the terms of the partnership agreement, a copy of which is attached as Exhibit 'A'.
2. Defendant is serving a life sentence in a State Correctional Facility in Greensburg, Pennsylvania following his conviction for criminal homicide.
3. Following a Motion for Summary Judgment filed by the Plaintiff, Defendant dismissed his attorney, F. Cortez Bell, III, and is proceeding pro se. In the course of his representation of himself, he has filed numerous sets of Interrogatories, Request for Admissions, and Production of Documents, all of which are completely irrelevant to this action and are only meant to harass the Plaintiff and to delay a resolution of problems caused to the Plaintiff as a result of his former affiliation with the Defendant and their joint ownership of real estate.

4. All the relevant issues have been fully investigated by the Defendant's previous counsel.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order immediately staying any further discovery, and issuing a Rule upon the Defendant to answer in writing to show cause why discovery should not be terminated and why the Court cannot rule on the Motion for Summary Judgment that had been previously filed by the Plaintiff.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

Attorney for Plaintiff
215 E. Locust Street
Clearfield, PA 16830
814-765-1581

PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of MARCH
1995, by and between THOMAS WICK, P. O. Box 150, West Decatur, Pennsylvania 16878

A

N

D

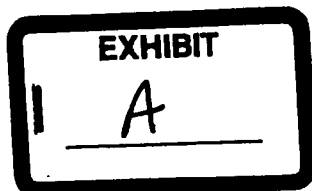
DANIEL SANKEY, 730 Bud's Alley, Bellefonte, Pennsylvania 16823.

WHEREAS, the parties hereto have agreed to enter into and carry on a partnership for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities; and,

WHEREAS, the parties hereto intending to be legally bound hereby, agree as follows:

1. The parties do hereby agree to carry on a partnership business for the purpose of operating the aforesaid business.
2. The business address of the business of the partnership shall be P. O. Box 150, West Decatur, PA 16878 and at such other localities within and without the Commonwealth of Pennsylvania as may be agreed upon from time to time by the partners.
3. The parties shall be equal partners.
4. An individual capital account shall be maintained for each partner and no withdrawal of capital contribution of the partners shall be made by any partner without the consent of the others or upon final dissolution of the partnership.
5. The net profits or net losses of the partnership shall be distributable or chargeable as the case may be to each of the partners in proportion to their interest as set out above. An individual income account shall be maintained for each partner and the profits and losses shall be credited or debited to the individual income accounts as soon as practical after the close of each fiscal year.
6. If such income accounts shall, at the end of such year, show a profit, the same may, if the partners so agree, be withdrawn by said partners or credited to and added to the partners capital account. If the income account shall, at the end of any year show a loss, such loss shall be debited from the capital accounts of the partners.
7. Each of the partners shall have their proportionate voice in the management and conduct of the business, and each partner shall devote such time and attention to the partnership business as

GEORGE B. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA



the partners shall from time to time agree.

8. Each partner may draw such a sum of salary as shall, from time to time be agreed upon, which sums shall be deducted from profits before computing the profit or loss shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore and shall not be an obligation of the partners individually.

9. It is further agreed by and between the partners hereto that no debts shall be incurred in the name of the partnership without the consent of all parties. If any partner shall, without the consent of the other, obligate the partnership such partner shall, at the option of the other partner, assume such debt or obligation as his personal undertaking and save the other partner harmless therefrom.

10. If and in the event that a partner desires to terminate his interest in the Partnership, he shall give the other partner written notice of his intention to withdraw. The remaining partner may elect to purchase the withdrawing partner's interest provided said election is made, in writing, within ninety (90) days from the date of the notice of intention to withdraw. The purchase price shall be his proportionate share of the book value of all tangible assets owned by the Partnership less his proportionate share of any Partnership debt. Payment of the purchase price shall be within 15 years in quarterly installments without interest. If the remaining partner does not elect to purchase the interest of the withdrawing partner, the Partnership shall be terminated and the assets of the Partnership liquidated with each partner receiving his proportionate share of any excess generated by the liquidation of the Partnership or assuming personal responsibility for his pro-rata share of Partnership debt to the extent that the debts exceed the liquidated assets.

11. In the event of the death of a partner, the surviving partner shall have a period of ninety (90) days to elect to purchase the deceased partner's interest in the same manner and under the terms and conditions set forth in the preceding paragraph. Provided, however, that the purchase price of the Partnership shall be fair market value to be determined by appraisal by a licensed real estate appraiser and interest shall accrue on the unpaid balance of the purchase price at Prime rate plus 1% and payment shall be over a period of 15 years in quarterly installments. If the surviving partner does not elect to purchase the interest of the deceased partner the Partnership shall be terminated and the assets disposed of.

12. Upon agreeing to the purchase of the deceased partner's interest by the surviving partner

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILADELPHIA, PA

Motion w/att.

as established under this agreement, such personal representative shall sign and execute deeds, conveyances, bills of sale and other instruments as may be reasonably required to transfer to the surviving partner all of the right, title and interest of the deceased partner in and to the said partnership assets.

13. If and in the event any partner shall contemplate voluntarily entering bankruptcy or making any assignment or agreement for the benefit of his creditors, involving his interest in the partnership, said act shall constitute an offer to sell his interest in the partnership and said interest shall be valued as provided in paragraph 10 if said offer is accepted by the other partner.

14. All bank accounts of the partnership shall be carried in such bank or banks and be subject to such signature or signatures as may be determined from time to time by agreement of the partners.

15. All the books of the partnership shall be open for the inspection of the partners or their representatives at any time during business hours.

16. All notices provided for herein shall be in writing and sent to the last known address of the party to whom notice is to be given by United States certified mail, postpaid.

17. The right, duties and obligations of the parties hereto shall not be assigned or transferred without the written consent of the other party.

18. This Agreement executed in triplicate shall be binding on the parties hereto jointly and severally, their heirs, assigns, executors, administrators and trustees as though they had been mentioned throughout this agreement, and each executed copy hereof shall be deemed an original of such agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above mentioned.

WITNESS:

James B. Eggenman

Thomas R. Wick (SEAL)
Thomas Wick

Richard Peters

Daniel Sankey (SEAL)
Daniel Sankey

GEORGE S. TEST
ATTORNEY-AT-LAW
PHILIPSBURG, PA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)
NO. 00-1051-CD

THOMAS WICK,
Plaintiff
VS.

DANIEL SANKEY,
Defendant

MOTION

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

CPX

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

Thomas Wick,
Plaintiff

CV Docket No. 00-1051-CD
Judge John K. Reilly, Jr.

-vs-

Civil Action Law

Daniel Sankey,
DEFENDANT

Jury Trial Demanded

FILED

m/110701

AUG 20 2003

SUMMARY OF DEFENDANTS OPPOSITION TO PLAINTIFFS
MOTION FOR SUMMARY JUDGEMENT

William A. Shaw
Prothonotary/Clerk of Courts
1 CHAT TO DEM.

Now comes Defendant, Daniel I. Sankey, Pro-se & moves this court to dismiss Plaintiffs Motion For Summary Judgement.

DUE TO:

A. Fraud - by the Plaintiff

B. Time limitstion of the "Partnership Agreement", *PAGE 2, #10.* *EXHIBIT A*

Defendant avers to:

1. In 1994, Plaintiff & Defendant purchased 3 parcels of property.
2. Plaintiff showed Defendant a recently remodeled, Beauty-Salon; in a building owned by Plaintiff in Tyrone. Plaintiff claimed it was a sample of his ability to do construction and remodeling.
3. Mar. 30, 1995, Plaintiff & Defendant signed a Partnership Agreement (see); exhibit A
4. A checking account was taken out which required both: (Plaintiffs & Defendants Names) to cash a check.
5. Mar. 31, 1995, Plaintiff & Defendant purchased the old Clearfield Hardware building.
6. Plaintiff & Defendant was denied loans by local banks, due to Plaintiffs bad credit;

Plaintiff had just gone through bankruptcy in Florida, prior to relocating back to Pa.

This voided the contract. exhibit A, Pg. 3, #13.

7. ~~DEFENDANT~~ wanted out of the contract; see Plaintiffs letter to Attorney Bell III Exhibit B

8. Spring flood of 1996:

A. Plaintiff & Defendant claimed flood damage & filed a Small Business Loan for repairs.

B. Partnership was turned down for the loan due to wicks bad credit.

~~After several phone calls, we secured a \$25,000 loan.~~

~~Due To:~~
Defendants good credit. (Defendant had an existing electrical, home remodeling business.) Defendant had good credit established with several different building suppliers.

We did have flood damage.

9. The \$25,000 was used for fill to grade the parking lot. To keep melting snow & heavy rain from running down the ^{FROM} slooped neighboring property & up against & into our building.

The remainder of the \$25,000, was used to renovate an office, 2 apartments, & purchase a mobilehome; which needed renovated.

The mobile home was placed on our lot at Hyde.

10. WE ran out of MONEY before the mobilehome was completed.

11. Again, we was turned for a loan. Due to Plaintiffs bad credit.

The Partnership stalled, no money to buy, or remodel.

12. Newly discovered proof: That the Partnership was already dissolved: *EXHIBIT C*
Feb. 25, 1997, Wick purchased a multi-apartment building in DuBois.

See: exhibit C (refer to Clearfield County Deeds & Record Book: Vol. 1826, at page 370.)

This hurt the defendant. Wick had no money to buy Defendant out!

Wick had no money to put into the partnership. *BECAUSE IT WAS DISSOLVED.*

13. Aug. 25, 2000, Plaintiff Filed Complaint! *SEE EXHIBIT C1*

#3 of Complaint: By way of further pleading, the said Partnership was formed for the purpose of Buying, ~~Selling~~, Renovating & owning real estate & to engage in related activities.

14. This PROVES the Agreement no longer existed. If it did; This was a violation to the Partnership *p Act*.

If we was still Partners, how come Wick purchased the Property in DuBois on his own?

With no credit, no money; How can you: Buy, Renovate Property.

Wick got his girlfriend to secure a loan, using her money for co-leteral.

15. Defendant discovered a Partnership check with his name FORGED ON THE CHECK. When Defendant confronted Wick, Wick admitted to the Forgery of several HUNDRED DOLLARS.

16. To keep Defendant from pressing charges:

A. Wick reinversed the Partnership checking account.

B. Wick gave Defendant a written agreement to Buy Defendant out.
see Wicks letter to Att. Bell III, on Feb. 15, 2000. Exhibit B

"Most people know we had come to an AGREEMENT."
(This agreement was made: July 1999.) Wicks letter to Att. Bell was well over the 90 days; as stated in the Partnership agreement.

17. Nov. 1999, defendant got arrested & incarcerated.

Wick worked with Defendant & Defendants 2 Power of Attorneys; on trying to get someone to cut the timber on our property & to settle up our assets.

19. Jan. of 2000; a reported \$80,000 of timber got stolen off the Partnership property.

20. Plaintiff broke all ties with Defendant & Defendants Power of Attorneys.

Due to the fact that Defendant told Plaintiff to get the POLICE to arrest the thieves. Instead, Wick accepted \$1000 from the thieves;

Creating a verbal contract; and allowed the timber thieves to remain on the property, without police intervention until a reported \$80,000 in timber was removed.

21) Defendant told Wick the ~~W~~; and defendant still believes that Wick was in on this timber theft.

- A). Pg. 2 of Wick's letter to attorney Bell, (Exhibit E) *"TIMBER THEFT"*
- B). Wick say; Ken Smith (Boss of 10 timber thieves), knew where the property was.
- C). Then Wick acknowledges to showing Ken Smith the property.
- D). Defendant's sisters, nieces, nephews, and daughter's in-laws, live and know the neighbors on both ends of the property. They were told to keep an ear open for chain saw noise, which is how daughter found out the trees was being cut and notified Wick.
- E). Wick excepted "1,000 and said they owed him only \$5,000 more." (10 timber thieves can cut up a lot more than \$5,000 in a day).
- F). Wick said, "trees was already missing." The neighbors and family listen for chain saws and watch the property. Nothing reported before the day Wick was notified.
- G). Wick says it takes three names on the contract; Wick's mistaken. There's four owners.
- H). Wick says, "the men we hired was driven off by him (Ken Smith). Defendant (Sankey), and the other two owners claim: none of us signed anything, nor do we know of anybody being hired.
- I). Defendant's letter to Wick: November 1999, "I'm (Sankey), for young Jim Cowfer, (to cut the timber).

J). Young George Cowfer, (one of the owners), and young Jim are full cousins. Their grandpap, Wick's mother, and defendant's mother, were brother and sisters.

K). Young Jim Cowfer had three of four votes to cut the timber?

22.) After timber theft.

A). Wick changed the locks at Hyde on the mobile home, and at the old hardware building.

B). Cut off all communications with defendant, Wick never answered defendant's two letters, which Wick has entered into evidence.

C). Instead, Wick went to defendant's attorney.

D). Wick put an answer machine on his phone and refused to answer defendant's calls.

E). Wick continues to collect rent from apartments: \$350.00 and \$415.00 per month.

F). Wick had a third illegal apartment paying \$300.00/month; until the Local Labor and Industry Inspector forced them out of the building. Wick had a fourth, which was also an illegal apartment, which "defendant knew nothing about," until Local Labor and Industry Inspectors put ["her"], and her child out at the same time. This apartment was against contract agreement.

23.) Defendant has always told Wick to get: (1) Automatic Bill Payer; and (2) Have Direct Deposit for renters.

- 24.) Since defendant's arrest, Wick has refused to use the partnership, checking account, and to split the rent money. This is against the Partnership Agreement.
- 25.) Wick has changed the locks on two properties and has refused keys and access to both: the mobile home at Hyde, and the Old Hardware Building.
- 26.) Wick lied to defendant on his ability to do quality work on construction and remodeling.
- A). Wick set in the attorney's office and help draw up a rough draft of the Partnership Agreement, and never admitted that *HE* filed bankruptcy.
- B). Wick's letter to attorney Bell: Wick admitted "for years he's been trying to buy defendant out." Wick admits that he had an agreement, (the Partnership Agreement), pg.2, #10: *EXHIBIT A*
- "if and in the event that a partner desires to terminate [his] interest in the Partnership, [he] shall give the other partner written notice of [his] intention to withdraw. The remaining partner may elect to purchase the withdrawing partners interest provided said election is made, in writing within (90) days from the date of the intention to withdraw.
- C). Defendant's letter to Wick on November 29, 1999, trying to get Wick to settle the assets, was the 2nd written notice, defendant gave Wick. The first notice was verbal only: when defendant found out about plaintiff's bad credit due to bankruptcy. Shortly after purchase of the Old Hardware Building, on November 31, 1995.
- D). First written notice: When defendant discovered the check which Wick forged defendant's name on.

E). Second written agreement was July of 1999.

F). Wick's letter to Attorney Bell was over (90) days. That is quoted in the contract.

27). Defendant claims Wick altered the 15 years in both #10 and #11, of the partnership agreement. (see exhibit-A), who in their ^{RIGHT} mind would sign such an agreement!

28). Newly discovered Evidence:

Partnership had insurance on the old Hardware and the mobile home at hyde (see) exhibit F

Insurance on old Hardware Bldg. is in both names.

Insurance on the mobile home is only in Wick's name.

A). defendant want's Wick to show the Court the Insurance policies & The partnership check receipts.

B). To see who the Benificiary's are.

C). To see if the Partenership has been paying for the Insurance,if Partnership is paying for the Insurance, & Insurance Policy only is in Wick's name.- This would be theif by deception.

29). Wick's denied defendant & defendant's power of Attorney to help run the assets. Wick' has had complete use of the mobile home & old hardware Bldg. Wick has refused to turn over any rent & has refused to pay the taxes on the properties.

30). Wick has taken complete control without a Court order to dissolve the partnership.

31). defendant ask this Court to make Plaintiff:

1. Liable for 100% of the taxes on both Hyde (mobile home) and the Hardware bldg.

2. Split up the rent money from the begining of November 1999.

3. liquidate the assets, but not under thr terms of the altered agreement which has been terminated, and never should of been made.

Plaintiff admitted to defendant fact's, on plaintiff 's letter to Attorney Bell. Plaintiff admits to Bankruptcy: defendant could prove this if this Court would order plaintiff to answer discovery. defendant can't prove his allegations about the contract being altered, because: defendant kept his records in the old gas company office. Plaintiff destroyed defendants records when he left a women and daughter move in the office to live.

This bldg. should of had the extra gas meter_s shut off and should have been to this apt. The bldg. and the gas meter_s should of only had minimal utility useage since November of 1999. These illegal Apartments had all utilities furnished. wick should be responsible for all untilities and taxes since November of 1999.

Question is weather defendant is capable of performing , due to his incarceration, **I**f the Court doesn't dismiss plaintiffs motin for summary judgement then this would be a question of fact, for a jury to decide.

A partnership is a business:

A business is to make money, from the begining; Wicks bad credit and his ability to do construction work has constantly hurt the defendant. the defendant took Wicks word, being a full cousin. Wick has taken over the assets without a Court order. Wick should pay for any privious apparisal because defendant had no say in who did the appraisal. (according to the agreement.)

DATED: August 18, 2003

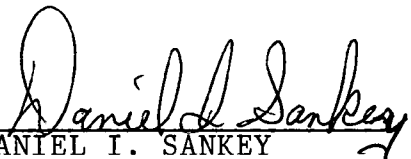
/S/ Daniel I. Sankey
DANIEL I. SANKEY

AFFIDAVIT

I, DANIEL I SANKEY, hereby certify that the statement made in this action are true and correct to the best of my knowledge, information and belief.

I, understand that false statement are subject to the penalties of perjury, pursuant to 18 Pa. C.S.A.4904, relating to unsworn falsification to authorities.

DATED: AUGUST 18,2003

/s/ 
DANIEL I. SANKEY
R.D.10 BOX 10 Rt.119
GREENSBURG, Pa. 15601

CERIFICATION OF SERVICE

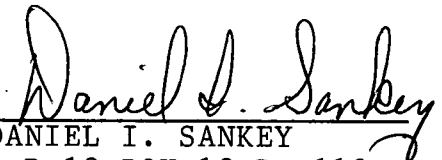
I, DANIEL SANKEY, petitioner hereby certify that true and correct copies of the foregoing motion were sent to the persons listed below.

BY FIRST CLASS MAIL on August 18, 2003

R. DENNY GEARHART, ESQ
215 E. LOCUST St.
CLEARFIELD, PENNSYLVANIA
16830

CLERK OF COURTS
CLEARFIELD COUNTY COURTHOUSE
230 East Market St.
CLEARFIELD, PENNSYLVANIA
16830

JUDGE JOHN K. REILLY Jr.
COUNTY COURTHOUSE
230 East Market St.
CLEARFIELD, PENNSYLVANIA
16830

/s/ 
DANIEL I. SANKEY
R.D.10 BOX 10 Rt.119
GREENSBURG, PENNSYLVANIA
15601

PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of MARCH 1995, by and between THOMAS WICK, P. O. Box 150, West Decatur, Pennsylvania 16878

A

N

D

DANIEL SANKEY, 730 Bud's Alley, Bellefonte, Pennsylvania 16823.

WHEREAS, the parties hereto have agreed to enter into and carry on a partnership for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities; and,

WHEREAS, the parties hereto intending to be legally bound hereby, agree as follows:

1. The parties do hereby agree to carry on a partnership business for the purpose of operating the aforesaid business.

✓ 2. The business address of the business of the partnership shall be P. O. Box 150, West Decatur, PA 16878 and at such other localities within and without the Commonwealth of Pennsylvania as may be agreed upon from time to time by the partners.

3. The parties shall be equal partners.

4. An individual capital account shall be maintained for each partner and no withdrawal of capital contribution of the partners shall be made by any partner without the consent of the others or upon final dissolution of the partnership.

5. The net profits or net losses of the partnership shall be distributable or chargeable as the case may be to each of the partners in proportion to their interest as set out above. An individual income account shall be maintained for each partner and the profits and losses shall be credited or debited to the individual income accounts as soon as practical after the close of each fiscal year.

6. If such income accounts shall, at the end of such year, show a profit, the same may, if the partners so agree, be withdrawn by said partners or credited to and added to the partners capital account. If the income account shall, at the end of any year show a loss, such loss shall be debited from the capital accounts of the partners.

7. Each of the partners shall have their proportionate voice in the management and conduct of the business, and each partner shall devote such time and attention to the partnership business as

the partners shall from time to time agree.

8. Each partner may draw such a sum of salary as shall, from time to time be agreed upon, which sums shall be deducted from profits before computing the profit or loss shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore and shall not be an obligation of the partners individually.

9. It is further agreed by and between the partners hereto that no debts shall be incurred in the name of the partnership without the consent of all parties. If any partner shall, without the consent of the other, obligate the partnership such partner shall, at the option of the other partner, assume such debt or obligation as his personal undertaking and save the other partner harmless therefrom.

10. If and in the event that a partner desires to terminate his interest in the Partnership, he shall give the other partner written notice of his intention to withdraw. The remaining partner may elect to purchase the withdrawing partner's interest provided said election is made, in writing, within ninety (90) days from the date of the notice of intention to withdraw. The purchase price shall be his proportionate share of the book value of all tangible assets owned by the Partnership less his proportionate share of any Partnership debt. Payment of the purchase price shall be within 15 years in quarterly installments without interest. If the remaining partner does not elect to purchase the interest of the withdrawing partner, the Partnership shall be terminated and the assets of the Partnership liquidated with each partner receiving his proportionate share of any excess generated by the liquidation of the Partnership or assuming personal responsibility for his pro-rata share of Partnership debt to the extent that the debts exceed the liquidated assets.

11. In the event of the death of a partner, the surviving partner shall have a period of ninety (90) days to elect to purchase the deceased partner's interest in the same manner and under the terms and conditions set forth in the preceding paragraph. Provided, however, that the purchase price of the Partnership shall be fair market value to be determined by appraisal by a licensed real estate appraiser and interest shall accrue on the unpaid balance of the purchase price at Prime rate plus 1% and payment shall be over a period of 15 years in quarterly installments. If the surviving partner does not elect to purchase the interest of the deceased partner the Partnership shall be terminated and the assets disposed of.

12. Upon agreeing to the purchase of the deceased partner's interest by the surviving partner

as established under this agreement, such personal representative shall sign and execute deeds, conveyances, bills of sale and other instruments as may be reasonably required to transfer to the surviving partner all of the right, title and interest of the deceased partner in and to the said partnership assets.

13. If and in the event any partner shall contemplate voluntarily entering bankruptcy or making any assignment or agreement for the benefit of his creditors, involving his interest in the partnership, said act shall constitute an offer to sell his interest in the partnership and said interest shall be valued as provided in paragraph 10 if said offer is accepted by the other partner.

14. All bank accounts of the partnership shall be carried in such bank or banks and be subject to such signature or signatures as may be determined from time to time by agreement of the partners.

15. All the books of the partnership shall be open for the inspection of the partners or their representatives at any time during business hours.

16. All notices provided for herein shall be in writing and sent to the last known address of the party to whom notice is to be given by United States certified mail, postpaid.

17. The right, duties and obligations of the parties hereto shall not be assigned or transferred without the written consent of the other party.

18. This Agreement executed in triplicate shall be binding on the parties hereto jointly and severally, their heirs, assigns, executors, administrators and trustees as though they had been mentioned throughout this agreement, and each executed copy hereof shall be deemed an original of such agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above mentioned.

WITNESS:

James B. Eggenman

Thomas R. Wick (SEAL)
Thomas Wick

Richard Peters

Daniel Sankey (SEAL)
Daniel Sankey

[2/15/2000]

Dear Mr. Bell,

~~For years~~ I've been trying to find a way to dissolve our partnership. ~~Most people~~
~~know we had come to an agreement~~ subject to financing on the warehouse apt's in Clearfield. Unfortunately, I can't finance the amount he wants. We still owe \$22,000. I feel the Partnership should be dissolved as soon as possible. His daughter seems to want the Tractor & lot in Hyde and at times I can waste it also. I have no problem signing off on that & the 3 lots in Woodward Township. The land in Morrisdale can easily be split down the middle giving us a 91% int. in 4 1/2 acres each. The two on the 3 lots in Woodward Township should bring enough money to pay for the survey & subdivision of the 87 acres in Morrisdale. This should give him enough equity for bail since all the properties are free & clear. Danny also owes me some money on the Clearfield property. I have \$10,000 cash & Jim still trying to Refinance Clfd to get his name off the mortgage but to complete that deal we need an agreed upon Buyout price on Clfd minus the value of Hyde & Woodward property. We can also sell at auction the Clfd property but that would take time & possibly less money. Auctioneer said \$65,000 - 1200 for ads & 4% com. Sincerely, ~~James R. Vick~~
 over Please.

VOL 1928 PAGE 272

THIS DEED,

MADE the 30th day of April 1998,
 between THOMAS R. WICK, single,
 of P.O. Box 150, West Decatur, Pennsylvania, 16878, parties
 of the first part, hereinafter called "GRANTOR",

A
 N
 D

JERRY L. BLOOM, P.O. Box 93, Grampian, Pennsylvania, 16838, parties of the second
 part, hereinafter called "GRANTEES".

WITNESSETH

That for and in consideration of the sum of Eighty-one Thousand (\$81,000.00)
 Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does
 hereby grant and convey to the said Grantees,

ALL that certain piece, parcel or lot of land situate, lying and being in the City of DuBois,
 County of Clearfield, State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post on East Long Avenue at corner of land now or formerly
 owned by the Baptist Church; thence by land now or formerly of the Baptist
 Church, Southerly 160 feet, more or less, to a post on an alley; thence by said
 alley, Westerly 19 feet 6 inches to a post and land now or formerly of W.C.
 Pentz; thence by land now or formerly of W.C. Pentz and by a line parallel
 with the original lot lines and at all points 19 feet and 6 inches from the
 Baptist Church line Northerly 160 feet, more or less, to a post on Long
 Avenue; thence by Long Avenue, Easterly 19 1/2 feet to the place of beginning.
 BOUNDED North by Long Avenue; East by Baptist Church; South by an
 alley; West by land now or formerly of W.C. Pentz.

BEING the same premises conveyed to the Grantor herein by Deed of Donald
 B. Davies and Nancy J. Davies dated February 25, 1997 and recorded in
 Clearfield County Deeds and Records Book Volume 1826 at page 370. //

AND, the said grantors will WARRANT SPECIALLY AND FOREVER DEFEND
 the property hereby conveyed.

DUBOIS AREA SCHOOL DISTRICT
 1% REALTY TRANSFER TAX

AMOUNT \$ 810.00

PAID 5-1-98 KAREN L. STARCK
 Date Agent

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - EQUITY

THOMAS WICK,

Plaintiff

vs.

DANIEL SANKEY,

Defendant

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*
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*
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*
*
*
*

No. 00-

COMPLAINT

AND NOW, comes the Plaintiff, Tom Wick, by and through his attorney David R. Thompson, Esquire and files the following Complaint of which the following is averred:

1. The Plaintiff is Tom Wick, an individual, with a residential mailing address of P.O. Box 150, West Decatur, Pennsylvania, 16878.

2. The Defendant is Daniel Sankey, an individual, with a mailing address of 730 Bud's Alley, Bellefonte, Pennsylvania, 16823. By way of further pleading, Defendant is currently incarcerated at the Clearfield County Jail.

3. The parties are engaged in a Partnership and subject to a Partnership Agreement dated March 30, 1995. By way of further pleading, the said partnership was formed for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities. (A true and correct copy of the Partnership Agreement is attached hereto and made a part hereof as Exhibit "A"). OK

FILED 8/25/2000

EXHIBIT D
RECEIVED APR 17 2000

DAVID R. THOMPSON
Attorney at Law

308 Walton Street, Suite 4
P.O. Box 587
Philipsburg PA 16866-0587

Phone (814) 342-4100
Fax (814) 342-7081

April 13, 2000

F. Cortez Bell, III, Esquire
318 E Locust Street
Clearfield PA 16830

RE: Partnership Between Daniel Sankey and Tom Wick

Dear Chip:

Please be advised that I have been retained represent Tom Wick regarding the above-referenced matter. He has advised that you are currently representing Mr. Sankey as his attorney in his pending criminal case in the Court of Common Pleas of Clearfield County. Since you do represent him, I am addressing this issue with you. As you are probably aware, my client has previously written you regarding this situation directly. To begin, I would ask that you advise if you are not going to represent him with regard to this civil matter. If that is the case, I will directly forward paperwork to him at his current residence.

As you may or may not be aware, the parties had formed a general partnership for the purpose of purchasing and maintaining real property. Currently, the partnership holds assets in the form of real property as follows:

- 1) 91% interest in 87 acres in Morris Township, Clearfield County, Pennsylvania.
- 2) A rental unit located within the Borough of Clearfield, Clearfield County, Pennsylvania.
- 3) A plot of vacant land located in Woodward Township, Clearfield County, Pennsylvania.
- 4) A plot of vacant land located within the Village of Hyde, Clearfield County, Pennsylvania.

Timber Theft

I've enclosed ^{copy to} my original complaint since I heard there was some confusion on the date of theft. There is one other possibility to explain the receipts that have earlier dates & that is that [Ken] Smith knew where the property was after talking to Danny & when I showed property to Ken Smith on 1/7/2000 there was already some trees stolen which could have been stolen by him.

I never signed any contract. On Wed 1/12/2000 after meeting him on property I went to Morris Township Bldg to get police but they were closed. I called State Police who said Chief wasn't on duty. Thurs 1/13/2000 [I accepted] \$1,000 appt told him to stop work. + he paid me \$5,000 or more I went again to Morris Township Bldg & talked to Gladys Stew & asked her to give message to Chief about Timber theft. Friday I called State Police again who forwarded message to Chief about theft.



He knew he needed contract signed by 3 people ^{to start work} ^{that day}. He said he would pay by the Day ^{that} ^{he} ^{said} ^{he} ^{had} \$6,000 for me when I meet him on Wednesday. That's deception. The man we hired was driven off by him because he said he had contract. That's deception maybe fraud.

7000
15 Feb
1000 2/6

EXHIBIT F

Clearfield County Grange Mutual Fire Insurance Company

THIS IS AN ASSESSABLE POLICY

(See Mutual Provisions Page 3)

1214 OLD TOWN ROAD - SUITE #3, CLEARFIELD, PENNSYLVANIA

Named Insured

Thomas R. Wick

P.O. Box 150, West Decatur, PA 16878

Location

Lawrence Twp.

1715 Clarendon Ave.

Hyde,

Clearfield Co.,

PA

City or Town

County

State

Term three

Years, Inception

9/1/01

Expiration

9/1/04

6 months

Policy No. 33552

Coverage Amount \$7,000

Annual

Premium \$49.00

| Perils | Coverage | Amount of Insurance | Rate | Estimated annual premium |
|---------------------------------------|--|---------------------|--------|--------------------------|
| Fire, Lightning and Extended Coverage | A. Dwelling | \$ | \$ | \$ |
| | B. Mobile-Home, 1982 Hallmark, 14'x70' | \$ 5,000 | \$.70 | \$ 35.00 |
| | C. Household furniture | \$ 2,000 | \$.70 | \$ 14.00 |
| | D. Equipment and livestock | \$ | \$ | \$ |
| | E. | \$ | \$ | \$ |
| | F. | \$ | \$ | \$ |
| | G. | \$ | \$ | \$ |
| | H. | \$ | \$ | \$ |

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND THE PAYMENT OF ASSESSMENTS AS PROVIDED BY THE BY-LAWS AND OF the policy fee above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Randall A. Douthett

Secretary

Thomas A. Dyer

President

FILED

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

SEP 10 2003

THOMAS WICK

-vs-

DANIEL SANKEY

:
:
:
:
:
:

William A. Shaw
Prothonotary

No. 00 – 1051 – CD

OPINION AND ORDER

Plaintiff and Defendant above-named were engaged in a partnership subject to a partnership agreement dated March 30, 1995, and in that capacity are joint owners of various parcels of real estate located in Clearfield County. In November of 1999 Defendant was arrested and charged with criminal homicide. Following his conviction, he is currently serving a lengthy sentence in a state correctional institution.

In November, 1999, Defendant wrote to Plaintiff indicating his desire to dissolve the partnership and selling his one-half interest therein to the Plaintiff.

Pursuant to paragraph 10 of the partnership agreement, on April 13, 2000, counsel for Plaintiff wrote to Defendant's attorney advising him of Plaintiff's desire to terminate the partnership and offered to purchase Defendants one-half interest therein.

Defendant failed to respond to Plaintiff's notice of intent to dissolve the partnership resulting in Plaintiff's filing of the instant action in equity seeking a remedy based on allegation of breach of written partnership agreement and dissolution of partnership. The matter is now before the Court on Plaintiff's Motion for Summary Judgment alleging that Defendant offered to sell his interest in the partnership and that Plaintiff accepted said offer.

This Court is satisfied that the terms and conditions of the partnership agreement concerning dissolution have been satisfied and that Plaintiff is entitled to have the partnership dissolved and make payment to the Defendant in the amount of 50% interest owned by said

Defendant. In calculating this, the Court notes that Plaintiff has obtained appraisals of the real estate establishing the sum of \$92,200 as an aggregate fair market value for said premises. From this amount must be subtracted the sum of \$22,000 representing existing mortgages thereon that must be satisfied, leaving a balance of \$70,200, one-half of which belongs to each party. From Defendant's share, however, must be subtracted the sum of \$3,000 representing money loaned to the partnership by Tom Wick and \$525 representing one-half of the money expended to have the real estate appraised, leaving a balance of \$31,575 due from Plaintiff to Defendant. As per paragraph 10 of the written agreement, payment shall be made within 15 years in quarterly installments without interest.

WHEREFORE, the Court enters the following:

ORDER

NOW, this 10th day of September, 2003, upon consideration of Plaintiff's Motion for Summary Judgment and briefs thereon, it is the ORDER of this Court that said Motion be and is hereby granted and summary judgment entered in favor of the Plaintiff and against the Defendant in accordance with the foregoing Opinion.

By the Court,



President Judge

FILED

SEP 10 2003

William A. Shaw
Prothonotary

100 City Street
100 City Street
100 Grand Street
100 Grand Street
RQ 10 Bar 10
RQ 10 Bar 10
RQ 10 Bar 10

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

THOMAS WICK,
 plaintiff

No. 00-1051-CD

-VS-

CIVIL ACTION

DANIEL SANKEY,
 defndant

FILED

SEP 24 2003

William A. Shaw

Prothonotary, Clerk of Courts
1 cent to DEB.

MOTION FOR RECONSIDERSTION OF COURT ORDER

NOW COMES, the defendant, DANIEL I. SANKEY, Pro-se, for this Motion for Reconsideration of Court Order respectfully sets forth and avers as follows:

1.) That on September 10, 2003, your Honorable Court entered an order granting plaintiff's Motion for summary Judgement.

2.) That the defendant would respectfully request that your Honorable Court reconsider said order for the following reasons:

A.) That the Court used the terms of the partnership agreement.

B.) Defendant: filed for interrogatories on November 1, 2001,
filed Motion to Compel Production of documents on 12/8/2001

C.) Plaintiff never answer discovery, nor did the Court take any action on defendants Motion to Compel Production of documents.

a.) Defendant need's the discovery to prove: plaintiff frauded defendant on his bankruptcy when the agreement was drawn up. this voided the contract.

under dissolution of ^{LAw} the death or bankruptcy of a partner automatically dissolves the partnership.

b.) To prove plaintiff forged defendant's name to a partnership check. The check required both signatures. Plaintiff & defendant had written agreement to liquidate the partnership assets. This agreement had Clearfield apartments @ \$100,000. More than Wick has for all four (4) properties @ \$92,000 (see Court order). EXHIBIT - 1A

1/. Plaintiff & defendant had agreed to this agreement on condition; defendant would not press charges of forgery on plaintiff. Plaintiff admits to this agreement in his letter to Attorney Bell on 2/15/2000 See exhibit A.

2/. Partnership agreement: Pg. 2#9; "it is further agreed by & between the partners hereto that no debts shall be incurred in the name of the capital partnership without consent of both parties." This violated the contract. see exhibit B.

D.) The Court used plaintiff's accusations to determine the value of the assets \$92,000 that plaintiff allegedly claims he put \$3,000 into the partnership without any documentation. Again plaintiff used fraud which defendant needs discovery to prove: Wick had PROVOST REALESTATE do appraisal of only two properties & not all four properties. (Total of four properties; \$92,000) under terms of plaintiff & defendant's agreement, Wick agreed to \$100,000 for Clearfield alone.

a/. Wick claims defendant owes him \$525 representing one-half of the appraisal fee. Wick has not paid for the appraisal himself; as of the conversation defendant had with PROVOST REALESTATE won't say anyone or give defendant any thing in writing due to client confidentiality.

E.) Wick is using \$22,000 as owed on the loan, Defendant recalls, this figure to be less; but needs loan book to prove.

F.) Wick claims he put \$3,000 of his own money into partnership to keep it afloat. Wick didn't mention this in his letter to attorney Bell, on 2/15/99. If defendant owed Wick money, then why did Wick make the forged check good.

G.) The 3 Rentals, that Defendant knows of, was paying \$1,100 per month. Wick had a 4th apartment, which should of been paying an additional \$400/month. This comes to \$1,500/month. What was Wick doing with the rental income?

H.) The Clearfield property should be appraised at a rental income of \$1,100/month; if not the \$1,500/month rental income, Wick had at the time of the appraisal. This should make the Clearfield property worth over \$100,000, the price Wick & DEFENDANT had agreed to; in the agreement, Wick mentions in his letter to Att. Bell. If Wick did give partnership \$3,000, Defendant would only owe 1/2 of \$3,000; or \$1,500.

3.) Did somebody miscalculate the figures?

\$92,000 *IF ALL 4 PROPERTIES* were appraised & the rental income
- 22,000 If this was the amount owed at the time of appraisal

2/70,200

35,100

- 1,500 (1/2 of the \$3,000) If Wick proves he put this amount in.

\$ 33,600

DEFENDANTS SHARE; IF WICK HAD ALL 4 PROPERTIES APPRAISED.

WHAT HAS WICK DONE WITH ALL THE RENT, WICK CHANGED THE LOCKS; WICK SHOULD BE RESPONSIBLE FOR ALL DEBTS.

4.) defendant aver's that the order of your Honorable Court is in error, & that same should be rescinded.

5.) Plaintiff claims he hurt his neck in an auto-accident on MAY 9, 1997 Plaintiff claimed this accident hurt his neck & can't work in public, no more. (defendant seen Wick lifting & working indoors, out of view.) see exhibit: C

Now; plaintiff claims defendant is incapable of performing, due to his incarceration.

Defendant claims he's able to do, whatever Wick can do. So, this would be a QUESTION of fact, for a jury to decide.

6.) Pa. Rules of Civil Proceedure & Motion for Summary Judgement Rule 1035.2

Motion: The Motion will be premature if filed before the adverse party has completed ^{DISCOVERY} relevant to the Motion.

7.) The defendant ask this honorable Court to rescind the Court order granting Summary Judgement on September 10, 2003.

a./ Grant defendant's motion for discovery which was filed in this Court. 12/18/2001

b./ Schedule an argument & have Wick produce the following documents; which defendant asked for in the discovery.

1. Partnership checkbook/savings records

2. Authenticated proof of the appraisal. That was done on all four (4) properties & show that the rental income was considered when the appraisal was done.

3. Show the check's that paid for the Insurance on the hyde property; the insurance at hyde is in Wick's name only. (who is the beneficiary)

4. Show what Wick done with \$1500/month rental income.

5. Produce the agreement that wick talks about in his letter to att. Bell on 2/15/2000.

c./ Defendant ask the Court to time bar Wick from using the term of the agreement.

- 1.) Wick broke the agreement several times: *WICK HAD BAD CREDIT, DUE TO BANKRUPTCY. ~~SEVERAL TIMES~~ #18*

Wick admits that we had a liquidation agreement.

- 2.) Defendant notified Wick of selling his shares on November 29, 1999.
- 3.) Wick doesn't make any mention of buying under terms of the Partnership; until Attorney Thompsons letter to Att. Bell on April 13, 2000.

Att. Bell didn't receive the letter, until April 17, 2000.

This was over the 90 days, This makes Wicks offer under terms of the Agreement Void. Exhibit: Partnership Agreement, Page 2, Item 10.

Wherefore, the defendant would respectfully request that your Honorable Court would issue an ORDER rescinding and vacating the ORDER of Sept. 10, 2000, which Summary Judgement was entered in favor of Plaintiff.

9/18/2003

Respectfully submitted,

Daniel Sankey
Daniel Sankey,

Pro Se

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

THOMAS WICK, plaintiff

No. 00-1051-CD

-VS-

CIVIL ACTION

DANIEL SANKEY,
defendant

RULE RETURNABLE

AND NOW, this day of September 2003, upon
consideration of the Motion for Reconsideration of the Court order
filed with regard to the above captioned matter, it is Order of
this Court that a Rule is directed to the Plaintiff to appear and
show cause why the prayer of said Motion for Reconsideration of
Court Order should not be granted.

Said Rule Returnable on the day of _____, 2003, at
o'clock A.M. for hearing before this Court in Courtroom No.

BY THE COURT,

/s/ _____
President Judge

AFFIDAVIT

I, DANIEL I. SANKEY, hereby certify that the statement made in this action are true and correct to the best of my knowledge and belief.

I, understand that false statements are subject to the penalties of perjury, pursuant to 18 Pa. C.S.A. 4904, relating to unsworn falsification to authorities.

DANIEL I. SANKEY, Pro-se
R.D.10 BOX 10
GREENSBURG, Pa. 15601

PROOF OF SERVICE

I hereby certify that I am this day serving a copy of this MOTION FOR RECONSIDERATION OF COURT ORDER upon the persons and in the manner indicated below.

Service By First Class Mail, *POSTAGE PAID*

R. DENNY GEARHART, ESQ
215 E LOCUST ST.
CLEARFIELD, PA.
16830

CLERK OF COURTS
CLEARFIELD COUNTY
COURTHOUSE
230 EAST MARKET ST.
CLEARFIELD, PA.
16830

-9/18/2003

Daniel Sankey
DANIEL SANKEY EL6018
R.D. 10, BOX 10
GREENSBURG, PA. 15601

Defendant. In calculating this, the Court notes that Plaintiff has obtained appraisals of the real estate establishing the sum of \$92,200 as an aggregate fair market value for said premises.

From this amount must be subtracted the sum of \$22,000 representing existing mortgages thereon that must be satisfied, leaving a balance of \$70,200. one-half of which belongs to each party. From Defendant's share, however, must be subtracted the sum of \$3,000 representing money loaned to the partnership by Tom Wick and \$525 representing one-half of the money expended to have the real estate appraised, leaving a balance of \$31,575 due from Plaintiff to Defendant. As per paragraph 10 of the written agreement, payment shall be made within 15 years in quarterly installments without interest.

WHEREFORE, the Court enters the following:

ORDER

NOW, this 10th day of September, 2003, upon consideration of Plaintiff's Motion for Summary Judgment and briefs thereon, it is the ORDER of this Court that said Motion be and is hereby granted and summary judgment entered in favor of the Plaintiff and against the Defendant in accordance with the foregoing Opinion.

By the Court.

/s/ JOHN K. REILLY, JR.

President Judge

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

SEP 10 2003

Attest.

W. H. H.
Prothonotary/
Clerk of Courts

I WANTED out

2/15/2000

Dear Mr. Bell,

→ For years I've been trying to find a way to dissolve our partnership. Most people know we had come to an agreement subject to financing on the warehouse apt's in Clearfield. Unfortunately I can't finance the amount he wants. We still owe \$22,000. I feel the Partnership should be dissolved as soon as possible. His daughter seems to want the truck & lot in Hyde and at times I am wants it also. I have no problem signing off on that & the 3 lots in Woodward Township. The land in Morrisdale can easily be split down the middle giving us a 91% int in 4 1/2 acres each. The ties on the 3 lots in Woodward Township should bring enough money to pay for the survey & subdivision of the 87 acres in Morrisdale. This should give him enough equity for bail since all the properties are free & clear. Danny also owes me some money on the Clearfield property. I have \$10,000 cash & I'm still trying to reference Clfd to get his name off the mortgage but to complete that deal we need an agreed upon

Bought price on Clfd, minus the value of Hyde & Woodward property. We can also sell at auction the Clfd. property but that would take time & possibly less money. Auctioneer said \$65,000 - 1200 for ads & 4% comm. Sincerely, over Please. R. Wicks

2/15/00
CONTRACT
Signed

} this
agreement
after forged
OK.

B

the partners shall from time to time agree.

8. Each partner may draw such a sum of salary as shall, from time to time be agreed upon, which sums shall be deducted from profits before computing the profit or loss shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore and shall not be an obligation of the partners individually.

9. It is further agreed by and between the partners hereto that no debts shall be incurred in the name of the partnership without the consent of all parties. If any partner shall, without the consent of the other, obligate the partnership such partner shall, at the option of the other partner, assume such debt or obligation as his personal undertaking and save the other partner harmless therefrom.

10. If and in the event that a partner desires to terminate his interest in the Partnership, he shall give the other partner written notice of his intention to withdraw. The remaining partner may elect to purchase the withdrawing partner's interest provided said election is made, in writing, within ninety (90) days from the date of the notice of intention to withdraw. The purchase price shall be his proportionate share of the book value of all tangible assets owned by the Partnership less his proportionate share of any Partnership debt. Payment of the purchase price shall be within 15 years in quarterly installments without interest. If the remaining partner does not elect to purchase the interest of the withdrawing partner, the Partnership shall be terminated and the assets of the Partnership liquidated with each partner receiving his proportionate share of any excess generated by the liquidation of the Partnership or assuming personal responsibility for his pro-rata share of Partnership debt to the extent that the debts exceed the liquidated assets.

11. In the event of the death of a partner, the surviving partner shall have a period of ninety (90) days to elect to purchase the deceased partner's interest in the same manner and under the terms and conditions set forth in the preceding paragraph. Provided, however, that the purchase price of the Partnership shall be fair market value to be determined by appraisal by a licensed real estate appraiser and interest shall accrue on the unpaid balance of the purchase price at Prime rate plus 1% and payment shall be over a period of 15 years in quarterly installments. If the surviving partner does not elect to purchase the interest of the deceased partner the Partnership shall be terminated and the assets disposed of.

12. Upon agreeing to the purchase of the deceased partner's interest by the surviving partner



McQUAIDE BLASKO

811 University Drive, State College, Pennsylvania 16801-6699
2601 Market Place, Suite 120, Harrisburg, Pennsylvania 17110

ATTORNEYS AT LAW

814-238-4926 FAX 814-234-5620
717-651-9844 FAX 717-651-9848
www.mcquaideblasko.com

Reply to: State College

direct 235-2206

April 28, 2000

Mr. Daniel Sankey
106 Kate Street
Osceola Mills, PA 16666

**Re: Thomas R. Wick vs. Fred Shafer, No. 99-135-CD (Clearfield County)
Claim No. 38-7232-710**

Dear Mr. Sankey:

Please be advised that I represent Fred Shafer and his insurance company, State Farm, in connection with the above-referenced matter. This lawsuit relates to the automobile accident that occurred on May 9, 1997, on State Route 879 at the intersection of North Atherton Street and West Cherry Lane in Lawrence Township, Clearfield County. Plaintiff, Thomas Wick, was a guest passenger in your vehicle which was involved in this accident. Because of your involvement in this matter as a witness, I would like to take your deposition for discovery purposes.

Accordingly, as a courtesy, we wanted to alert you to the fact that we will be serving a Subpoena/Notice of Deposition upon you within the next several weeks.

Thank you, in advance, for your anticipated cooperation. Should you have any questions or comments, feel free to contact me.

Very truly yours,

McQUAIDE BLASKO


JAMES M. HORNE

sap

cc: Deborah Altomare, Claim Specialist (#38-7232-710)
David Ainsman, Esquire

McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER, INC.

John W. Blasko, Thomas E. Schwartz, Grant H. Fleming, R. Mark Faulkner, David M. Weixel, Steven S. Hurvitz, James M. Horne, Wendell V. Courtney, Darryl R. Slimak, Mark Righter, Daniel E. Brighi,
Paul J. Tomczak, Janine C. Gismondi, Maureen A. Gallagher, John A. Snyder, April C. Simpson, Allen P. Neely, Charles Eppolito, III, Katherine V. Oliver, Katherine M. Allen,
Wayne L. Mowery, Jr., Pamela A. Ruest, Michelle S. Katz, Richard K. Laws, Stacie Wagner Patterson, Ashley Himes Kranich, Chema L. Glenn-Hart

John G. Love (1893-1966), Roy Wilkinson, Jr. (1915-1995), Delbert J. McQuaide (1936-1997)

FILED

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

OCT 22 2003

William A. Shaw
Prothonotary/Clerk of Courts

THOMAS WICK,
Plaintiff

CV Docket No. 00-1051-CD
Judge John K. Reilly, Jr.

-VS-

Civil Action Law

DANIEL SANKEY,
Defendant

Jury Trial Demanded

APPLICATION TO FILE APPEAL NUNC PRO TUNC

TO THE HONORABLE JUDGE JOHN K. REILLY, Jr.

Petitioner, DAIEL SANKEY, Pro-se, hereby moves to file an appeal nunc pro tunc, and represents:

1. Petitioner was served with an order for summary Judgement on September 10, 2003 by first class mail.

2. Petitioner, is representing himself Pro-se, this Court should take judicial notice that this petitioner is layman in the study of law and had no way of knowing how much time this petitioner had to file his appeal.

3. Summary judgement was granted before discovery was completed.

4. Summary judgement was granted on the terms of the partnership agreement.

5. The opinion of the Court of September 10, 2003, is in error.

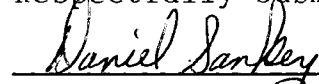
6. There are substantial issues of arguable merit involved in this appeal.

7. Petitioner, is indigent the granting of the summary judgement doesn't allow enough money to repay his family for the cost of his criminal attorneys.

8. PLAINTIFF NEVER FILED ANY DOCUMENTS TO PROVE HIS ALLEGATIONS, WHICH ARE FALSE & DON'T TELL THE WHOLE STORY. NOR HAS PLAINTIFF DISPUTED DEFENDANTS FACTUAL ALLEGATIONS.

WHEREFORE, FOR EACH OF THE FOREGOING REASONS, IT IS
RESPECTFULLY REQUESTED THAT THIS COURT GRANT THE RIGHT TO APPEAL
NUNC PRO TUNC.

Respectfully submitted,




DANIEL SANKEY Pro-se

8. PLAINTIFF NEVER FILED ANY DOCUMENTS TO PROVE HIS ALLEGATIONS, WHICH ARE FALSE & DON'T TELL THE WHOLE STORY. NOR HAS PLAINTIFF DISPUTED DEFENDANTS FACTUAL ALLEGATIONS.

WHEREFORE, FOR EACH OF THE FOREGOING REASONS, IT IS
RESPECTFULLY REQUESTED THAT THIS COURT GRANT THE RIGHT TO APPEAL
NUNC PRO TUNC.

Respectfully submitted,



DANIEL SANKEY Pro-se

AFFIDAVIT

I, Daniel Sankey hereby certify that the statements made in this action are true and correct to the best of my knowledge, information and belief.

I understand that false statements are subject to the penalties of perjury pursuant to 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities.

/s/ Daniel Sankey
EL6018
R.D. #10, Box 10
Greensburg, Pa. 15601

Dated: 10/18/03

IN THE COURT OF COMMON PLEAS OF CLEARFIEFLD COUNTY
PENNSYLVANIA CIVIL DIVISION

DANIEL SANKEY

NO. 00-1051-DC

PETITIONER

V.,

THOMAS WICK

RESPONDENT

CERTIFICATE OF SERVICE

I Daniel Sankey, Certify that a true and correct copy of
the foregoing was mail to the following via first class mail
postage prepaid to;

Mr. Denny gearhart, Esquire;
215 E. Locast Street
Clearfield , pa 16830

PRESIDENT JUDGE JOHN K. REILLY, JR.

WILLIAM A. SHAW
PROTHONOTARY

Daniel Sankey
Mr. Daniel Sankey
EL -6018
R,.D.# 10 Box 10
Greensburg, pa 15601

Date; 10/18/03

FILED

No
cc

11-54-24
OCT 22 2003

~~W~~ William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS WICK,
PLAINTIFF

VS.

DANIEL SANKEY,
DEFENDANT

CIVIL NO. 00-1051-CD

JUDGE JOHN K. REILLY, JR.
CIVIL ACTION LAW

JURY TRIAL DEMANDED

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE JUDGES OF THE ABOVE NAMED COURT:

AND NOW COMES, the petitioner, DANIEL SANKEY, pro se who

Respectfully represents the following:

[1] Petitioner contends that he is unable to afford the costs and fees necessary to prosecute the above captioned matter.

[2] The affidavit showing my inability to pay the costs and fees of litigation is attached hereto.

[3] Petitioner is presently incarcerated at the State Correctional Institution, at the below stated address.

WHEREFORE, Petitioner requests that this Court will allow him to institute this action And proceed to the termination thereof, In forma Pauperis, or without the payment of filing fees, costs, or giving security therefore.

FILED

NOV 17 2003

William A. Shaw
Prothonotary

NO OTHER COPIES

Respectfully Submitted,

/s/

Daniel Sankey
Petitioner Pro Se

R.D.# 10 BOX 10
GREENSBURG, PA 15601

IN FORMA PAUPERIS VERIFIED STATEMENT

I, Daniel Sankey, state that under the penalties provided by 18 C.S.A. § 4909, (unsworn falsification to authorities) that:

1. I am the petitioner in the above-captioned, and because of my financial condition. I am unable to pay the following fees and cost associated with this Civil Action.

2. My response to the questions below relating to my ability to pay the fees and costs of prosecuting this action are true and correct.

a. I am presently employed at the Institution as a student, in business education, My prison labor salary is \$28.00 per month @ 25 cents an hour.

b. I have received no other income in the past 12 months.

c. I have no cash other than prison wages. I do not have any checking or saving accounts.

d. the Real Estate, which this case is in dispute over is in trust (see deed and trust) I'm just the trustee.

e. The only property I own is a four room house in Bellfont which I paid \$20,000 for the property and it has been empty for the past four years, due to the shape it's in. This house when sold will not cover the cost for my criminal case, which this court froze on another unrelated Civil case; but ordered it to be used for the cost of my criminal defense. (see Court order)

f. I Have a \$300/month Pa. State Retirement income which is used to pay property upkeep and Taxes.


g. I have a 1986 Chevy Cavalier; I paid \$300 for and it has set for the past four years.

AFFIDAVIT

I, DANIEL SANKEY, hereby certify that the statements made in this action are true and correct to the best of my knowledge, information and belief.

I understand that false statements are subject to the penalties of perjury pursuant to 18 Pa. C.S.A. § 4909, relating to unsworn falsification to authorities.

DATED: NOVEMBER 12 2003

/s/ 
DANIEL SANKEY Pro-se
R.D.10 BOX 10 Rt.119 South
GREENSBURG, PENNSYLVANIA
15601-8999

CERIFICATION OF SERVICE


I, DANIEL SANKEY, Petitioner hereby certify that a true and correct copies of the foregoing motion were sent to the persons listed below.

BY FIRST CLASS MAIL:

R.DENNY GEARHART, ESQ
215 E. LOCUST St.
CLEARFIELD, PENNSYLVANIA
16830

CLERK OF COURTS
CLEARFIELD COUNTY COURTHOUSE
230 East Market St.
CLEARFIELD, PENNSYLVANIA
16830

JUDGE JOHN K. REILLY Jr.
COUNTY COURTHOUSE
230 East Market St.
CLEARFIELD, PENNSYLVANIA
16830

/s/ 
DANIEL I. SANKEY Pro-se
R.D.10 BOX 10 Rt.119 South
GREENSBURG, PENNSYLVANIA
15601-8999

DATED: NOVEMBER 12 2003

AFFIDAVIT No. 22099

VOL 1649 PAGE 61

TAX CLAIM BUREAU DEED

MADE the Fifth day of December, in the year of our Lord, 1994,

BETWEEN THE TAX CLAIM BUREAU OF CLEARFIELD COUNTY, PENNSYLVANIA, Trustee,
under the provisions of the Act of July 7, 1947, P.L. 1368, and amendments
thereto, hereinafter called the GRANTOR,

AND

DAN SANKEY

&

TOM WICK

"IN TRUST"

hereinafter referred to as "GRANTEES"

WHEREAS, the hereinafter described premises were assessed in the name
of CLEARFIELD COUNTY COURTHOUSE., and taxes levied which have not been paid
and which are delinquent; and

WHEREAS, the said delinquent taxes against the said property were filed
in the Tax Claim Bureau of Clearfield County, Pennsylvania; and

WHEREAS, after proceeding under the provisions of the Act aforesaid, the
Tax Claim Bureau did expose the said premises to public sale on the
Thirteenth day of September, 1994; and

WHEREAS, the said premises were sold at said public sale to, DAN SANKEY &
TOM WICK., for the sum of Nine Hundred Seventy Eight Dollars and Forty Seven
Cents, (\$978.47), as is more particularly shown in the report and return of
said sale by the Tax Claim Bureau, and at the subsequent confirmation thereof
by the Court of Common Pleas of Clearfield County, Pennsylvania, at
Miscellaneous Docket 10, Page 40.

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the sum
of Nine Hundred Seventy Eight Dollars and Forty Seven Cents, (\$978.47) the
receipt thereof is hereby acknowledged. Grantor does hereby grant and convey
unto the said Grantees, their heirs, successors or assigns the following
described property to-wit

LAWRENCE TOWNSHIP ★
MAP #123.-J09-269-00124
LOT

BEING the same property offered for sale for delinquent taxes in accordance
with the provisions of the Act of Assembly hereinbefore recited under Tax
Claim No. 92-4767 as the property of CLEARFIELD COUNTY COURTHOUSE.

IN TRUST

On the 7th day of May 1995 this agreement (Trust) between Effie M. Sankey (Grantor) of 106 Kate Street, Osceola Mills, PA. and Daniel I. Sankey of 730 Buds Alley Bellefonte, Pa.

In this agreement the Grantor and the Trustee have agreed to the following:

The purpose of this agreement is to establish a Trust to buy, receive, manage and distribute the assets of the Trust, for the Grantor and upon the death of the Grantor.

The Grantor may revoke or amend this agreement at any time. The Grantor, at any time, may direct the Trustee to purchase or sale any Trust agreement.

The Trust shall be funded with money transferred to the Trust by the Grantor at the time of creating this Trust, or at anytime as needed.

This Trust may also receive assets from any person who is acting under authority granted to that person by the Grantor.

All bills, taxes, etc. will be paid by the Trustee, from any income the Trust receives from profits of the sale of: timber, coal, rents, resale of assets or from the Grantor, as needed.

Daniel I. Sankey is not married, at this time. If he would marry, the bride would not be entitled to any shares without the Grantors approval.

In the case the Trustee resigns, becomes disabled or dies, Judith K. Bires shall become Trustee. If Judith is unable, the youngest living child of the Grantor, that is able shall be Trustee.

The Trustee shall hold, manage, maintain, administer, invest, reinvest and distribute the Trust assets. Collect and apply the income profits of the Trust for the benefit of the Grantor in accordance with the terms of this agreement.

The Trustee will receive a reasonable compensation for the Trustee service under this agreement.

Upon the death of the Grantor and after payment of all debts of the Trust, the Trust will be distributed among the eleven (11) children of the Grantor. Named: Joseph, Elizabeth, Beverly, Judith, Daniel, Nancy, John, Bonnie, Peggy, Kathy, and Frederick.

The shares of any beneficiary who doesn't survive the Grantor shall be distributed proportionately to their children.

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The Trustee will receive a reasonable compensation for the Trustee service under this agreement.

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The shares of any beneficiary who doesn't survive the Grantor shall be distributed proportionately to their children.

The Trust consists of 50% interest in the following properties:

1. three(3) lots, located in Woodward Twp. Clearfield Co., Pa.;
Map # 13-M14-384-00022; Recorded: Vol. 1649 page 597, 598, 599.
2. ninety-one(91)% interest in 87 acres in Morris Twp.,
Clearfield Co., Pa.; Map # 124-Q10-000-00050
Recorded: Vol. 1650 page 547, 548, 549.
3. (Trailer) and Lot, located in Lawrence Twp. Village of Hyde, Clearfield Co., Pa.;
Map # 123-J09-269-00124, Lot #5, Block #8, Recorded: Vol. 1649 page 61, 62, 63.
4. 1st of May 1995, two (2) buildings & 4 lots (#2,3,4,5) Borough of Clearfield,
Clearfield Co. Pa.; Map #004-408-205-00015, Recorded: Vol. 1667 Page 113, 114, 115

On this 7th day of May 1995 I, Effie M. Sankey, residing in the Borough of Osceola Mills, Clearfield Co., Pa. Do hereby declare that I am of sound mind and acknowledge that I signed this agreement, which consists of 2 (two) pages; willingly and of my free and voluntary act for the purpose therein expressed. That I witnessed the signing of the witnesses below.

We the witnesses, were present and saw Effie M. Sankey, sign this Trust willingly and of sound mind.

Grantor seal:

Effie M. Sankey date *May 7 - 1995*

Trustee seal:

Daniel L Sankey date *May 7, 1995*

Witness seal:

Judith F. Boies date *May 7, 1995*

Witness seal:

Bonnie L Marty date *May 7, 1995*

RECEIVED APR - 3 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WENDY J. CLARK, as Executrix of the :

Estate of ORVIS E. CLARK :

-vs-

: No. 00 - 18 - CD

DANIEL I. SANKEY, an individual :

ORDER

NOW, this 31st day of March, 2000, upon consideration of Petition to Enjoin filed on behalf of Plaintiff above-named, it is the ORDER of this Court that said Petition be and is hereby granted and the Defendant enjoined from transferring any of his assets pending the outcome of the above civil litigation. It is the further ORDER of this Court that Defendant shall have the right to petition the Court for release of assets as may be essential to his defense in the criminal action pending against him.

By the Court,

/s/JOHN K. REILLY, JR.

President Judge

I hereby certify that the foregoing
and attested copy of the
statement filed in this case.

MAR 31 2000

Attest.

William L. Brown
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL DIVISION

Thomas Wick,
Plaintiff

CV Docket No. 00-1051-CD
Judge John K. Reilly, Jr.

-VS-

Civil Acton Law

Daniel Sankey
Defendant

Jury Trial Demanded

ORDER

NOW, THIS ____ DAY OF _____, 2003, upon reconsideration of this Court's order on the 10 day of September, 2003, granting plaintiff's Motion for summary judgement. On behalf of defendant above name it is the "order" of this Court that said reconsideration be hearby **GRANTED** and oral argument be set on ____ day of _____, 2003.

It is further ordered to have the Prothonotary issue subpoena to Thomas Wick and his estimator, provost Real Esate to attend and produce.

NOW, THIS ____ DAY OF _____ 2003, upon reconsideration of this Court's order on 10 day of September, 2003, **GRANTING** Plaintiff's Motion for Summary judgement on behalf of defendant above name, it is the "order" of this Court that said reconsideration be heraby _____.

BY THE COURT,

J.

i. I have no dependant.

DATED: November 12, 2003

/s/ Daniel Sankey
Daniel Sankey Pro-se

ORDER

AND NOW, this ____ day _____, 2003, upon consideration of
Petitioner's Request to proceed In Forma Pauperis, that the Court
hereby [] Grants PETITIONER'S REQUEST. [] DENIES PETITIONER'S
REQUEST TO PROCEED IN FORMA PAUPERIS IN THIS ACTION.

BY THE COURT:

/s/ _____ J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

THOMAS WICK

:

-vs-

:

No. 00 – 1051 – CD

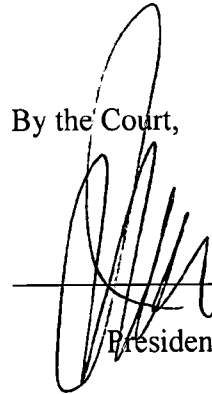
DANIEL SANKEY

:

ORDER

NOW, this 18th day of November, 2003, upon consideration of Defendant's Motion for Reconsideration, it is the ORDER of this Court that Defendant shall submit a brief thereon within 20 days from date hereof with Plaintiff's brief to be due 10 days following receipt of Defendant's brief.

By the Court,



President Judge

FILED

NOV 19 2003

William A. Shaw
Prothonotary

FILED

010:46am 11/25/2003
NOV 19 2003

ESB

100-6018 RD #10 Box 10
Hiram, GA 30144

William A. Shaw
Prothonotary

Case: 2000-01051-CD

Current Judge: John K. Reilly Jr.

Thomas Wick vs. Daniel Sankey

Civil Other

FILED

DEC 08 2003

William A. Shaw
Prothonotary/Clerk of Courts

Filed By
Judith K. Bires
340 Phoenix Road
Philipsburg PA 16866
814-339-7578

VERIFICATION

I Judith K. Bires, sister to and power of attorney, for Daniel I. Sankey, this 1st day of December 2003. Thomas R. Wick has had several attorneys, in this matter. His most recent one being Attorney R. Denning Greahart, from Clearfield, Pa. Attorney Greahart has contacted me several times and I have called him several times about Tom and Dan's partnership. Attorney Greahart said, "what does it matter to Dan. Everything is to go to the Clark family, anyway". I was under the impression any money from Dan's property, was to go for Dan's defense. That was the reason Judge Reilly froze Dan's assets. Attorney F. Cortez Bell III, told the family that there was no hurry in liquidating, Dan's share of the properties would go toward his legal defense, in his criminal case. The family has no more money for fighting the criminal case. Any cash there was, of Dan's, is long gone. If these properties are just turned over to Tom than, Dan's mother, Effie Sankey, who will be 91 in January and legally blind, is going to be out \$7,000.00, his brother Joseph E. Sankey, age 72 and retired will be out \$5,100.00 and myself, age 62, will be out \$15,000.00.

In a letter dated April 13, 2000, from Attorney David R. Thompson, Tom's attorney at that time, reads "we suggest that Provost Realty provide the appraisals". Attorney Greahart's letter, to the court administrator, dated July 23, 2001, paragraph 9: Plaintiff has obtained appraisals of said tracts of real property establishing the sum of Ninety-two Thousand Two Hundred (\$92,200.00) Dollars as an aggregate fair market value for said property. I contacted Provost Realty. I was told they had appraised only two properties, for Thomas Wick. Who appraised the other two properties? Provost Realty also said, Tom Wick has never paid for the appraisals. The office girl wouldn't give me any more information on the appraisals, since it was Tom Wick that contacted them to do the job.

Tom and Dan had Attorney George Test, of Phillipsburg, draw-up the papers for the partnership. In a letter, I received from F. Cortez Bell III, dated April 20, 2000, was a letter he received, from Attorney Thompson, another attorney of Tom's. In this letter, dated April 13, 2000, was a copy of the agreement between Dan and Tom, that Attorney Test had drawn-up. It is Tom Wick's writing, in the blanks, on page 1 and 2 of this agreement. On page 2, paragraph 10, line 6 of the agreement says: Payment of the purchase price shall be within 15 years in quarterly installments without interest. I called Attorneys Test's office about this figure, 15 years, because I remember of going to our mothers house and Dan being there and him telling me about going into a business adventure, with Tom Wick. I ask, "why, Tom Wick, of all people"? Dan answered, "he is the only one I knew of that was interested in renovating old buildings and could come up with the money". The agreement Dan, had at the time, had 5 years wrote on it. That is why I called Attorneys Test's office to check out this figure. The office girl said, that Tom had just returned these papers to the office, April 13, 2001. And that is the figure that it came back with. After I compared this figure(15) to the figure (30), which Tom wrote in the date, on the top of the first page, the way they are placed on the line, I am convinced that the (1) had been added since. I have looked at all the papers, that I have, for this case and any paper with a figure on, has the figure more in the middle of the line not, from the middle to the front of the line.

I can't find Dan's copy of the agreement. They might be in the hardware building, stored with papers that Dan has in a place he used, for an office. We have no access to these properties. The police have Dan's keys, and anyway, Tom had the locks changed. Who was Tom trying to keep out of the this building?

Cynthia Brownlow, secretary/treasure for the partnership, held this position, since she lent

Tom her money, for his share, in the partnership with Dan. She wanted to know where the "money" was coming from and going to. Cynthia, also known as Cindy, was also, Tom's live-girlfriend. Cindy got her money, from suing a doctor, from a botched operation. Tom said, he had no money at the time of forming the partnership and borrowed this money, from Cindy.

Sometime later, Tom sued a man for running into the back of Dan's car, when he was a passenger, in with Dan. Claimed he had a neck injury. This accident was May 9, 1997 and was settled sometime after August 1, 2001. Tom could / might have paid Cindy back, when he got his settlement. I don't know if Tom and Cindy had any agreement drawn-up. Cindy, is now deceased. She left two, minor children. The boy was put in a home, before Cindy, died. The girl ran away, from Tom. This was after her mother died.

No one, in the family, has seen any books on the partnership, as to how the rent money is being handled or the bills being paid. Tom could have had direct deposit at the bank, for the tenants, to deposit their rent money. He could also, have automatic bill payer, through the bank. This would have been a very good way of showing exactly where the money came from and where it went. The checking account that Dan and Tom used has never had one cent deposited into it. I have checking account statements, the last one dated November 03, 2003, it has a balance of \$25.48 cents in it.

Tom gave Dan's daughter, Donna Lidgett, one check in November 1999 in the amount of \$530.00. That was the first and last check received, by anyone in the family, from Tom from the partnership. Dan isn't receiving any money from the business, yet every year when the real estate taxes are advertised in "The Progress", every property Dan and Tom own together, is listed. The taxes are never paid. After checking with the tax office, we find out that Tom pays only the amount necessary to keep them, from being sold, just before the sale. Where is Dan's

share of the rent money going? Going by the amount on the check, \$530.00, that Tom gave to Donna, in November 1999, for Dan's share of the profits, in the partnership. For 48 months, Dan has received, no money. \$530.00 X 48 months comes to a grand total of \$25,440.00. Yet, Attorney Gearheart has in his letter, dated July 23, 2001, in paragraph 9, liabilities listed, consisting of: (a) USA, SBA - \$22,000.00 (b) Tom Wick (Money loaned to the business to keep it afloat) - \$3,000.00 (c) Tom Wick (Money for appraisals)- \$1,050.00. The total of these liabilities being \$26,050.00. Seems to me that Dan's share,\$25,440.00, has almost covered this amount. And why should Dan pay all of the \$3,000.00 if the business needed help. Shouldn't Tom pay half of this. And the \$1,050.00, half of this figure should be Tom's responsibility, also. But it is all being charged to Dan.

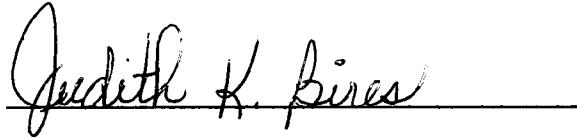
F. Cortez Bell III, told the family, Tom had renters living in the "big" building illegally. Something about the bathroom facilities, that someone had found out about the living conditions and evicted them. Attorney Bell, might remember more on this. That is all that I remember about this. So, Tom had rent money coming in that no one knew about.

Tom was writing letters to Dan, while Dan was being held in the Clearfield County Jail, and calling me or my mother, on a regular basis. But, once the timber theft, in January 2000, from their property, (87) acres, along Rt.53 in Morrisdale, all communication, with Tom, ceased. Every trip to the county jail, to visit with Dan, 2 and 3 times a week, took me with- in half a mile, of Toms house. I could have met with Tom, at his house or at any convenient place, to work with him, to try and settle this.

I showed, that I have been available and interested in this matter. I have letters from the different attorneys with dates and times, to back up what I have written above.

Just before Dan and Tom committed to this partnership, Tom purchased two properties.

The, old peanut, building in Tyrone and the Blue Ball school, in West Decatur. When ask, in Attorney Tests office, if either of them had ever gone bankrupt, in the past, they both said no. Yet, when they went for a small business loan for their business, they were turned down because Tom had filed for bankruptcy, in Florida. They did get the loan, but only, because of Dan's good credit.

A handwritten signature in cursive script, reading "Judith K. Bires", is written over a horizontal line.

Judith K. Bires
340 Phoenix Road
Philipsburg, Pa. 16866
814-339-7518

Case: 2000-01051-CD

Current Judge: John K. Reilly Jr.

Thomas Wick vs. Daniel Sankey

Civil Other

FILED

DEC 08 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED BY

Bonnie L. Marty

RR 1 Box 46

Houtzdale PA 16651

814-378-9792

VERIFICATION

I am Bonnie L. Marty, sister of the defendant Mr. Daniel I. Sankey, and cousin to Mr. Thomas R. Wick.

On one occasion, I picked up Cynthia Brownlow, live-in girl-friend of Mr. Wick's and secretary / treasury for the Wick & Sankey partnership. Who is now deceased, Ms. Brownlow was to collect rent from the tenants that lived in the buildings for the Partnership. Ms. Brownlow was Mr. Wick's silent partner because she gave Mr. Wick her money for in him half.

There was four different apartments in Clearfield being rented at the time that I know of. One being started in November 1999, that was were a gas office was at one time on the first floor, and one on the third floor.

These two apartment's were in the Warehouse. The other two tenants lived in a separate building in back that has two apartments in it. Mr. Sankey was incarcerated in October 1999 and I had to tell Mr Sankey there was a new tenant in the gas office.

I know two Tenant's paid Ms. Brownlow by check and the other Tenant paid cash. One tenant in apartment 222A West 4th St. Clearfield, PA 16878 the Tenant were Bill & Lisa Singer. Mrs. Singer had no money for their rent and Ms Brownlow, said your January payment is 38 days past due now plus the late charges. This was on February 8th 2000 a Wednesday. Lisa, also said she's going to Welfare for a check to help out with rent because her husbands was not working good at Lezzer in Curwensville. Mrs. Singer said to come back on Friday the 10th for some money. Ms. Brownlow said, it would be Tom (Mr. Wick) coming and he is not going to be happy. Then Ms Brownlow said Mrs. Singer you also need money for the Gas and the Electric bill's, Mrs. Singer said ok.

When we returned to Mr. Wicks residents, in West Decatur, Ms. Brownlow told me that I would have to get Dan's (Mr. Sankey) share of the rent money from Tom (Mr. Wick), but Mr. Wick was not at home at the time we arrived there.

The following month March 8,2000 I called out to Mr. Wick's home to talk to him but Ms. Brownlow, said Mr. Wick was not home so I told Ms Brownlow I was going to Clearfield today at 11:00 am or 1:00 pm so I would collect the rent money for them. Ms. Brownlow said ok.

But when I got there two of the tenants told me, a Mr.Billotte and Mrs. Singer that they were to pay the rent money to Mr. Wick or Ms. Brownlow only because Tom (Mr. Wick) was the sole owner of the apartments, now. I said no that is not true Daniel Sankey was also owner of the Apartments and that Mr. Wick did no buy Mr. Sankey out. Mr. Sankey has four family members helping out with Mr. Sankey share. Mr Wick knows better then to tell you all this. Mr. Wick has not taken over all of Mr. Sankey rights. Mr. Sankey has two power-of-attorneys and myself that takes care of the papers and get things done for Mr. Sankey as needed on his Partnership.

The power-of-attorneys get all papers and sign Mr. Sankey's name as needed for Daniel only. I said we all need to work together. I gave my name and address and phone number so if anything would happen and they needed something done on the apartment and could not get a hold of Tom (Mr. Wick)to call my house.

I just came out of Mrs. Singer apartment when Ms. Brownlow and her son AJ, came in there car.

Ms. Brownlow said I was already out for the rent and got it. I said ok and Mrs.Singer came out and said to keep the Hell out of her apartment when she is not home.

Ms. Brownlow said she was going to use the phone. Mrs. Singer said to just keep the Hell out.

I said I would write up Landlord's Notice to Enter Premises and Ms. Brownlow said she was going to tell Tom (Mr. Wick) and Mrs. Singer said ok. Then Mr. Billotte said my lady was at work, I could go there and talk to her she is the Assistant Manager of Dutch Pantry in Clearfield. I said ok I would go see her.

I said all other correspondence needed to be in writing and the tenant(s) and landlords needed to keep a copy of all letters retained by the writer for his or her records. Also to consider sending the notice by certified or registered mail if it is important to establish proof the tenant received the notice or if you give it to them have them sign two copy one for tenant(s) and one for landlords. I also told Ms. Brownlow I recommended that the landlord provide at least 48 hours advance notice of the intent to enter. Ms. Brownlow left in her car and I was pulling out when Mrs. Singer came out and said would you come in to my home for a minute, daughter is home sick but I would like you to see something. I went in and Mrs. Singer gave me a note from Tom (Mr. Wick). I said she needed to get The bills paid and for get the cable. Mrs. Singer said she getting a check for \$200.00 to pay her rent "But" she was getting cable put in with that, until her husband gets back his income tax check to pay up the bills.

I told Mr. Singer to call Tom (Mr Wick) tell what she is doing with the \$200.00 check that she was getting from Wel-Fare and that I was also calling and telling Mr. Wick because it was illegal what she was going to do with the \$200.00 check. The letter was from January 13,2000 and the other letter was from February. 22,2000 and to days date was March 8,2000 and the time was 1pm..

I went home and called sister Judy Bires and told her what was going on. Sisters Judy Bires & Beverly Mignot and I went out so the tenant could tell them what was all going on and hear what was said to me. But no one was home at 5pm. For us to talk to.

Judge John K. Reilly, Mr. Wick has given Mr. Sankey's daughter, Donna, one check in the amount of \$530.00 for rent, and that was back in November 1999. The same month of Dan's arrest. This was at our mothers home in Osceola Mills. There has been no rent money, given to any of Dan's family, from Mr. Wick since that day.

As you can see from my paper's Thomas R. Wick has not even tried to work with Daniel I. Sankey Attorney F. Cortez Bill III, or the Mr. Sankey's Family. Mr. Wick has not given us any papers on the Partnership of Wick and Sankey. It is even hard to get the Income Tax papers from Mr. Wick. I can call and call but when the Family gets them we only have 2 or 4 days left for us to get Mr. Sankey done and in by the deadline.

I have asked for a look at the Partnership's book's or papers what ever Mr. Wick has. I have even asked two other Attorney's Mr. Wick had for a look at the books but we never seen any thing or was given anything not even Attorney F. Cortez Bill III. We would like to see the Bill's and Taxes and Rent and the Grant's - Mr. Wick received for the Partnership.

Mr. Sankey has Two (2) Power-Of-Attorney's and myself to do the paper work and help out with thing on the Partnership. But as usual Mr. Wick just keeps it all to himself.

Mr. Wick has only been the one with the key's to all the Partnership of Wick and Sankey.

I have had three Potential Buyers For the Clearfield Building but we could not even get anyone to show the building's. Mr. Wick did tell me he has changed the lock's but did

not give family any key's.

I went to Mr. Wick's: Attorney- -David R. Thompson
308 Walton St. Chester Hill
Philipsburg PA 16866

But Mr. Wick said his Attorney's never said anything to him. I even called Mr Wick Home only to talk to Ms. Cynthia Brownlow live-in-girl-friend who said she would tell Mr. Wick.

So you see Mr. Wick does not work with us. We can work with Mr Thomas R. Wick if Mr. Wick would only work with us and not hiding any information from us on the Partnership of Wick and Sankey. Everything is to be out in the open on the Partnership.

As I said I am Mr. Wick Cousin and Mr Wick knows my phone number's and address.

Also his Aunt Effie Sankey, is Daniel Sankey mother so if he has any papers for us I would go get them or he could bring them to any of Mr Sankey family. The Family would see I received them.

I tried to help out with this Partnership and work with Ms.Cynthia Brownlow and Mr. Thomas Wick I called Ms.Cynthia Brownlow and talked with her to see if they needed anything or if Mr. Wick needed any paper work done. If Mr Wick needed any snow shoveled and Ms. Brownlow would say Tom (Mr. Wick) did it or Tom was doing it. I also would call

to cut the little bit of grass there was. But then all Cynthia would say was Tom (Mr. Wick) did it or is going over to do it now. Then Ms. Brownlow said Mr. Wick has a Mr.Tom Harpster to help him out with the snow shoveling and the grass cutting.

I even suggested for Mr Wick or Ms. Cynthia to set up a direct deposit for the rental units for each tenant to do and automatic bill paying for the Partnership bill's so ever

thing would go smoother. Being Mr. Wick could not get the bills paid on time like the Taxes. Ms. Brownlow would for get to deposit the rent and have it on her. Just like the last time one thousand dollars was taken out from Ms. Brownlow.

Mr. Brownlow said how would we know if the Tenants didn't put in their rent? I said by calling the bank with in four days after rent was do.

Attorney F. Cortez Bill III, said after the State Police were over in the Warehouse looking around at things. The State Police found two renters in two illegally apartments because of codes. One renter was on the third floor and the other renter was in first floor office with no kitchen or bath, called the Clearfield Code Inspector to have them removed. I received word on this and went right out. I did find a lady living in the Office and a man up on the third floor living. I saw a Mr. Tom Harpster there in the Warehouse in the Drop-In-Center room and Mr. Wick's car. I asked were is Mr. Wick and Mr. Tom Harpster said in one of the apartments, I never seen Mr. Wick, until I was getting in to my car. I got back out to talk with Mr. Wick about the renters.

Everyone that know Mr. Wick or Ms. Brwonlow also know Ms. Brownlow kids, how bad the two boys were for Lying and Stealing and the girl was nice. AJ was Ms. Brownlow youngest child, and AJ toped them all with the lying and stealing AJ did.

Daniel Sankey's mother is Mr. Wick's, Aunt Effie Sankey, Mr. Wick and Ms Brownlow and son AJ was at Aunt Effie Sankey, home when AJ stolid (4) Four check's and (3) three papers that was her proof of the Stock's she had, off the desk in the TV room. When Mr. Wick and his family left Aunt Effie Sankey's home Mrs. Sankey seen her {Stock's} papers was not on the desk any more or the checks. She called Mr. Wick's home right away and Ms. Brownlow answered the phone Aunt Effie Sankey told Cindy

what happened and Ms Brownlow said she would take care of it and get it back to her, but never did get anything back. AJ stealing all of this caused Mrs Effie Sankey to (Lose) \$60,000.00 in her Stock. Mrs. Effie Sankey could not get her money out of the Stock with out the papers to cash it all in. Mrs Effie Sankey was going to have her house done over with the money.

Mrs Effie Sankey is 90 ninety years old, and soon to be 91 ninety-one years old in January 2004. Mrs. Effie Sankey gave her son Danial Sankey money to help in the partnership and now is going to lose big all over again with Mr Wick (Not) being honest with the appraisal that was done. Then there is Daniel Sankey sister Judy Bires and brother Joseph Sankey Jr. and Daniel Sankey, Mother Effie Sankey they just gave money out for Daniel Sankey Attorney in Pittsburgh for Daniel Sankey defense and their not going to get there money back if {You} Judge John K. Reilly, let Mr. Wick by out the Partnership at a Low Real-Estate Appraisal. It was worth more when there was no remodeling done at the time of the First Appraisal then now. I don't know nor does anyone else know why, until Mr. Sankey sisters P.O.A Judy Bires looked into this. This is were we found out Mr Wick only had two of the partnership properties appraisal done. Not on all the properties in the partnership were appraised.

Mr Wick is not being a fair person at all on any thing.

Attorney F. Cortez Bill III, knows all a bout this and had papers on this also. Attorney F. CortezBill III, said the Cast-Group has interest in the warehouse could he try and make a deal we all said yes. But that fell through also.

I said all the lying stealing and illegally doing things are to stop. The Family is not putting up with it any more.

There was a Mr James B. Eggerman now of Clearfield, PA and Mr Rick Peters and now of Philipsburg, PA (But) who did live with Mr Wick of West Decatur, PA at the old school house all together, were in on being a witness of the partnership. There was a Mr. David Smith all so living there but I never her him name being signed on the papers.

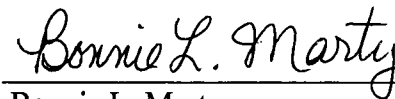
This buy out was to be for 5 five years. But now it saids 15 fifteen years were did that come from?

You will get the truth from Mr. Richard Peters or Mr. David Smith, (But) not - - - Mr. James B Eggerman. Mr. Eggerman is Mr. Wick, right hand man for lying

I know all of these men personally since they moved up from St. Petersburg, FL. With Mr. Wick, and Ms. Brownlow and her family.

I was also helping Mr. Wick with the logging problems that came out of the Morrisdale, PA Partnership Property. Mr. Wick had to have the police for this also. I do have 17 seventeen papers on this also. Mr. Wick was not taking very good care of this either. The Partnership lost big in this deal also..

Date: December 3,2003



Bonnie L. Marty

Eviction Notice

1/13/2000

To Bill & Lisa Singer.

You have been paying on a weekly Base No Lease. You are also responsible for paying the electric & Gas which are 3 months past due. you owe \$132 for elec & \$173.43 for Gas. You said you had money today. I was here you weren't. You owe \$260 in past due rent. You said your mom sent the Gas Co. \$115. where is it? Any money you have for the utilities comes to me so I know they will get paid. Your Rent is \$435 per month plus gas & elec. If I don't have money tomorrow Friday I will call & have them shut off. You can get assistance for the Rent. If you can't you need to move

Sincerely,

Thomas R. Wick
Landlord

342-3284

Box 150

West Decatur, Pa. 16878

P.S. Call me or Cindy today or
Tonight let me know what you're doing!

Witness Eviction

Notice Delivery

Cynthia Brownson 1/13/2000

Reason for change:

I know they got
paid. What happened to
the Energy assistance check

Sincerely

For Wick

342.3284 C/CBX

~~This was on the back of this~~

GPU Energy

Final Bill Balance: \$167.88.

GAGSOF

GPU ENERGY CREDIT & COLLECTION CENTER

Telephone # (8 AM - 8 PM, Monday-Friday)

Mailing Address:

ROUTE 183 & VAN REED ROAD
P O BOX 15162
READING, PA 19642-5162

1-800-962-4848

Return this part with a check or money order Payable to GPU Energy.
Write name, phone # or address changes on back and check here. ☐

GPU ENER

| | |
|-------------|-----------------|
| AMOUNT PAID | PAST DUE AMOUNT |
| | \$167.68. |

THOMAS R. IVINS
PO BOX 150
WEST DECATUR PA 16878

GPU ENERGY
P.O.BOX 601
ALLENHURST, NJ 07709-0601

H4

[illegible]

RICHARD A. IRELAND
Address: 650 LEONARD STREET
CLEARFIELD, PA

Telephone: (814) 765-5335 16830

WEST DECATUR, PA 16878

VS.

DEFENDANT:

NAME and ADDRESS

BARNETT-MILLER, ROBIN, ET AL.
PO BOX 386
HYDE, PA 16843

THOMAS R. WICK
PO BOX 150
WEST DECATUR, PA 16878

Docket No.: LT-0000357-02
Date Filed: 8/09/02



Time Filed: 1:21PM
Date Order Filed: 11/06/02

RESIDENTIAL LEASE

| | |
|------------------------------------|-----------------|
| Judgment Amount \$ | 1,039.00 |
| Costs in Original LT Proceeding \$ | 92.15 |
| Costs in this Proceeding \$ | .00 |
| Attorney Fees \$ | .00 |
| Total \$ | 1,131.15 |

TO THE DISTRICT JUSTICE: The above named plaintiff, having obtained a judgment for possession of real property located at:

Address if any: _____
Requests that you issue an ORDER FOR POSSESSION for such property.

Date: _____ Plaintiff: _____ (Signature on File)

ORDER FOR POSSESSION

(Sheriff or Certified Constable)

To: **LOUIS P. RADZYMSKI**

You are hereby directed to deliver actual possession to plaintiff, or his agent, of real property located at (Give location and/or address): _____

Date: NOV 07 2002 Time: 9:00 AM By: [Signature] District Justice
Received Date: 11-7-02 Time: 1:30 PM By: [Signature] Sheriff or Certified Constable

RETURN

☒ Defendant (Name): Richard Owens
☐ Adult person in charge (Name): _____

Served with copy of ORDER FOR POSSESSION and served with NOTICE TO VACATE on (Date of service): 11-7-02
at (Location and Address): 222 NW 4th Ave Clearfield PA 16820

☐ Since none of the above found, served by posting a copy of the complaint conspicuously on the premises at (Date): _____ (Time): _____

☐ Order satisfied by payment of rent in arrears and costs Amount Paid \$ _____
☐ Premises vacated without forcible entry and ejectment

Distribution
\$ _____ To _____
\$ _____ To _____
\$ _____ To _____
\$ _____ To _____
\$ _____ To _____
\$ _____ To _____

☐ Forcible entry and ejectment (Date): _____ (Time): _____
☐ Returned within five business days following delivery of possession to plaintiff or satisfaction by payment of rent in arrears and costs.

Expenses and fees of sheriff or certified constable \$ _____

(Signature of Sheriff or Certified Constable)

(Print Name and Title)

NOTICE TO DEFENDANT TO VACATE

If you, and all the occupants of this property not authorized by the owner to be present thereon, do not vacate this property within ten (10) days after the (date of service) Seventh day of November 2002, the law authorizes me to use, and I must use, such force as may be necessary to enter upon this property, by the breaking in of any door or otherwise, and to eject you and all unauthorized occupants. If necessary, eviction will commence on 11-18-02 after 12:01 AM.
At any time before actual delivery of the real property is made in execution of the Order for Possession, the defendant may, in a case for the recovery of possession solely because of failure to pay rent, satisfy the Order for Possession by paying to the executing officer the rent actually in arrears and the cost of the proceedings.

Complete if judgment of possession is based solely on failure to pay rent. Rent in Arrears \$ _____ Costs \$ _____



NOTICE OF EXECUTION OF DAILY RENTAL

Date 11-1-2002

Tenant Robin Barnett-Miller SS# _____
Tenant Richard Owens SS# _____

Address: 222 NW fourth Ave.
Clearfield, PA 16830

This letter is to inform you, that we have not received a rental payment and late charges as promised. The total amount due on your account is listed below. Please be advised if payment is not received by our office by 11-02-2002, your rental **WILL OFFICIALLY BE DECLARED A DAILY RENTAL** and we will have no other choice but to enforce the **DAILY RENTAL LAWS OF PENNSYLVANIA**. When this occurs you will have 24 hours to vacate the premises. The daily rental rate is \$150.00. We hope you are able to tend to this matter immediately so this can be avoided. The balance on your account is listed below.

***** THIS WILL BE YOUR ONLY NOTICE *****

| | |
|-------------------------|-------------|
| RENT | \$ 1,526.15 |
| PAST DUE LATE CHARGES | \$ 60.00 |
| TOTAL DUE BY 11-02-2002 | \$ 1,586.15 |

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under the penalty of perjury that I serve the daily rental notice of which this is a true copy, on the above mentioned Tenant in possession, in the manner indicated below.

(X) On November 1, 2002 I handed the Notice to Tenant.

() On _____, 20____ I handed the Notice to a person of suitable age and discretion at the tenants residence/business.

(X) On November 1, 2002 I posted the Notice in a conspicuous place at the premises named above, of which the Tenant has possession.

() On _____, 20____ I sent by certified mail # _____ a true copy of the Notice to the tenant at his/her place of residence.

() On _____, 20____ I sent by registered mail a true copy of the Notice to the tenant at his/her place of residence.

Thomas R. Wick 11/01/02
Signature

SCHEDULE K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

Partner's Share of Income, Credits, Deductions, etc.

▶ See separate instructions.

OMB No. 1545-0099

2002

For calendar year 2002 or tax year beginning

2002, and ending

20

Partner's identifying number ▶ **159-36-8194**

Partnership's identifying number ▶ **23-2904131**

Partner's name, address, and ZIP code

Daniel I Sankey
106 Kate Street
Osceola Mills, Pa 16666

Partnership's name, address, and ZIP code

Thomas R Wick & Daniel I Sankey, PA
PO Box 150
West Decatur, Pa 16878

- A This partner is a ☒ general partner ☐ limited partner
☐ limited liability company member
- B What type of entity is this partner? ▶ **Individual**
- C Is this partner a ☒ domestic or a ☐ foreign partner?

F Partner's share of liabilities (see instructions):

Nonrecourse \$
Qualified nonrecourse financing . . . \$
Other \$

- D Enter partner's percentage of:
- | | | |
|--------------------------------|----------------------------------|------------------|
| Profit sharing | (i) Before change or termination | (ii) End of year |
| Loss sharing | % 50 | % 50 |
| Ownership of capital | % 50 | % 50 |

G Tax shelter registration number . . ▶

H Check here if this partnership is a publicly traded partnership as defined in section 469(k)(2) ☐

E IRS Center where partnership filed return: **Philadelphia**

I Check applicable boxes: (1) ☐ Final K-1 (2) ☐ Amended K-1

J Analysis of partner's capital account:

| (a) Capital account at beginning of year | (b) Capital contributed during year | (c) Partner's share of lines 3, 4, and 7, Form 1065, Schedule M-2 | (d) Withdrawals and distributions | (e) Capital account at end of year (combine columns (a) through (d)) |
|--|-------------------------------------|---|-----------------------------------|--|
| | | | | |

| (a) Distributive share item | | (b) Amount | (c) 1040 filers enter the amount in column (b) on: |
|-----------------------------|--|------------|--|
| Income (Loss) | 1 Ordinary income (loss) from trade or business activities | 1 | See page 6 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | 2 Net income (loss) from rental real estate activities | 2 | |
| | 3 Net income (loss) from other rental activities | 3 | |
| | 4 Portfolio income (loss): | 4a | Sch. B, Part I, line 1 Sch. B, Part II, line 5 Sch. E, Part I, line 4 Sch. D, line 5, col. (f) Sch. D, line 12, col. (f) Sch. D, line 12, col. (g) Line 5 of worksheet for Sch. D, line 29 Enter on applicable line of your return. See page 6 of Partner's Instructions for Schedule K-1 (Form 1065). Enter on applicable line of your return. |
| | a Interest | 4b | |
| | b Ordinary dividends | 4c | |
| | c Royalties | 4d | |
| | d Net short-term capital gain (loss) | 4e(1) | |
| | e (1) Net long-term capital gain (loss) | 4e(2) | |
| | (2) 28% rate gain (loss) | 4e(3) | |
| | (3) Qualified 5-year gain | 4f | |
| | f Other portfolio income (loss) (attach schedule) | 5 | |
| | 5 Guaranteed payments to partner | 6 | |
| | 6 Net section 1231 gain (loss) (other than due to casualty or theft) | 7 | |
| | 7 Other income (loss) (attach schedule) | | |
| Deductions | 8 Charitable contributions (see instructions) (attach schedule) | 8 | Sch. A, line 15 or 16 See pages 7 and 8 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | 9 Section 179 expense deduction | 9 | |
| | 10 Deductions related to portfolio income (attach schedule) | 10 | |
| | 11 Other deductions (attach schedule) | 11 | |
| Credits | 12a Low-income housing credit: | 12a(1) | Form 8586, line 5 |
| | (1) From section 42(j)(5) partnerships | 12a(2) | |
| | (2) Other than on line 12a(1) | | See page 8 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | b Qualified rehabilitation expenditures related to rental real estate activities | 12b | |
| | c Credits (other than credits shown on lines 12a and 12b) related to rental real estate activities | 12c | |
| | d Credits related to other rental activities | 12d | |
| | 13 Other credits | 13 | |

| (a) Distributive share item | | (b) Amount | (c) 1040 filers enter the amount in column (b) on: |
|---|---|--|---|
| Investment Interest | 14a Interest expense on investment debts | 14a | Form 4952, line 1 See page 9 of Partner's instructions for Schedule K-1 (Form 1065). |
| | b (1) Investment income included on lines 4a, 4b, 4c, and 4f | 14b(1) | |
| | (2) Investment expenses included on line 10 | 14b(2) | |
| Self-employment | 15a Net earnings (loss) from self-employment | 15a | Sch. SE, Section A or B See page 9 of Partner's instructions for Schedule K-1 (Form 1065). |
| | b Gross farming or fishing income | 15b | |
| | c Gross nonfarm income | 15c | |
| Adjustments and Tax Preference Items | 16a Depreciation adjustment on property placed in service after 1986 | 16a | See page 9 of Partner's instructions for Schedule K-1 (Form 1065) and instructions for Form 6251. |
| | b Adjusted gain or loss | 16b | |
| | c Depletion (other than oil and gas) | 16c | |
| | d (1) Gross income from oil, gas, and geothermal properties | 16d(1) | |
| | (2) Deductions allocable to oil, gas, and geothermal properties | 16d(2) | |
| | e Other adjustments and tax preference items (attach schedule) | 16e | |
| Foreign Taxes | 17a Name of foreign country or U.S. possession ▶ | 17a | Form 1116, Part I |
| | b Gross income from all sources | 17b | |
| | c Gross income sourced at partner level | 17c | |
| | d Foreign gross income sourced at partnership level: | | |
| | (1) Passive | 17d(1) | |
| | (2) Listed categories (attach schedule) | 17d(2) | |
| | (3) General limitation | 17d(3) | |
| | e Deductions allocated and apportioned at partner level: | | |
| | (1) Interest expense | 17e(1) | |
| | (2) Other | 17e(2) | |
| | f Deductions allocated and apportioned at partnership level to foreign source income: | | |
| | (1) Passive | 17f(1) | |
| | (2) Listed categories (attach schedule) | 17f(2) | |
| (3) General limitation | 17f(3) | | |
| g Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued | 17g | Form 1116, Part II Form 1116, line 12 | |
| h Reduction in taxes available for credit (attach schedule) | 17h | | |
| Other | 18 Section 59(e)(2) expenditures: a Type ▶ | 18a | See page 9 of Partner's instructions for Schedule K-1 (Form 1065). |
| | b Amount | 18b | |
| | 19 Tax-exempt interest income | 19 | Form 1040, line 8b |
| | 20 Other tax-exempt income | 20 | |
| | 21 Nondeductible expenses | 21 | See pages 9 and 10 of Partner's instructions for Schedule K-1 (Form 1065). |
| | 22 Distributions of money (cash and marketable securities) | 22 | |
| | 23 Distributions of property other than money | 23 | |
| | 24 Recapture of low-income housing credit: | | Form 8611, line 8 |
| a From section 42(j)(5) partnerships | 24a | | |
| b Other than on line 24a | 24b | | |
| Supplemental Information | 25 Supplemental information required to be reported separately to each partner (attach additional schedules if more space is needed): | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



SCHEDULE K-1
(Form 1065)

Department of the Treasury
Internal Revenue Service

Partner's Share of Income, Credits, Deductions, etc.

▶ See separate instructions.

OMB No. 1545-0099

2002

For calendar year 2002 or tax year beginning

, 2002, and ending

, 20

Partner's identifying number ▶ 173-40-0417

Partnership's identifying number ▶ 23-2904131

Partner's name, address, and ZIP code

Thomas R WICK
PO BOX 150
West Decatur, Pa 16878

Partnership's name, address, and ZIP code

Thomas R. Wick & Daniel I. Sankey, P
PO Box 150
West Decatur, Pa 16878

A This partner is a ☒ general partner ☐ limited partner

☐ limited liability company member

B What type of entity is this partner? ▶ Individual

C Is this partner a ☒ domestic or a ☐ foreign partner?

(i) Before change
or termination

(ii) End of
year

D Enter partner's percentage of:

Profit sharing % 50 %

Loss sharing % 50 %

Ownership of capital % 50 %

E IRS Center where partnership filed return: OH: Cincinnati

Check applicable boxes: (1) ☐ Final K-1 (2) ☐ Amended K-1

J Analysis of partner's capital account:

| (a) Capital account at beginning of year | (b) Capital contributed during year | (c) Partner's share of lines 3, 4, and 7, Form 1065, Schedule M-2 | (d) Withdrawals and distributions | (e) Capital account at end of year (combine columns (a) through (d)) |
|---|--|---|--------------------------------------|--|
| | | | | |

| (a) Distributive share item | | (b) Amount | (c) 1040 filers enter the amount in column (b) on: |
|-----------------------------|---|---------------|--|
| Income (Loss) | 1 Ordinary income (loss) from trade or business activities | 1 | See page 6 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | 2 Net income (loss) from rental real estate activities | 2 <u>1151</u> | |
| | 3 Net income (loss) from other rental activities | 3 | |
| | 4 Portfolio income (loss): | | Sch. B, Part I, line 1 Sch. B, Part II, line 5 Sch. E, Part I, line 4 Sch. D, line 5, col. (f) Sch. D, line 12, col. (f) Sch. D, line 12, col. (g) Line 5 of worksheet for Sch. D, line 29 Enter on applicable line of your return. |
| | a Interest | 4a | |
| | b Ordinary dividends | 4b | |
| | c Royalties | 4c | |
| | d Net short-term capital gain (loss) | 4d | |
| | e (1) Net long-term capital gain (loss) | 4e(1) | |
| | (2) 28% rate gain (loss) | 4e(2) | |
| | (3) Qualified 5-year gain | 4e(3) | |
| | f Other portfolio income (loss) (attach schedule) | 4f | See page 6 of Partner's Instructions for Schedule K-1 (Form 1065). Enter on applicable line of your return. |
| | 5 Guaranteed payments to partner | 5 | |
| | 6 Net section 1231 gain (loss) (other than due to casualty or theft) | 6 | |
| Deductions | 7 Other income (loss) (attach schedule) | 7 | |
| | 8 Charitable contributions (see instructions) (attach schedule) | 8 | Sch. A, line 15 or 16 See pages 7 and 8 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | 9 Section 179 expense deduction | 9 | |
| | 10 Deductions related to portfolio income (attach schedule) | 10 | |
| | 11 Other deductions (attach schedule) | 11 | |
| Credits | 12a Low-income housing credit: | | Form 8586, line 5 |
| | (1) From section 42(j)(5) partnerships | 12a(1) | |
| | (2) Other than on line 12a(1) | 12a(2) | See page 8 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | b Qualified rehabilitation expenditures related to rental real estate activities | 12b | |
| | c Credits (other than credits shown on lines 12a and 12b) related to rental real estate activities | 12c | |
| | d Credits related to other rental activities | 12d | |
| | 13 Other credits | 13 | |

For Paperwork Reduction Act Notice, see Instructions for Form 1065.

Cat. No. 11394R

Schedule K-1 (Form 1065) 2002

| | (a) Distributive share item | (b) Amount | (c) 1040 filers enter the amount in column (b) on: |
|---|---|--|---|
| Investment Interest | 14a Interest expense on investment debts | 14a | Form 4952, line 1 See page 9 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | b (1) Investment income included on lines 4a, 4b, 4c, and 4f | 14b(1) | |
| | (2) Investment expenses included on line 10 | 14b(2) | |
| Self-employment | 15a Net earnings (loss) from self-employment | 15a | Sch. SE, Section A or B See page 9 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | b Gross farming or fishing income | 15b | |
| | c Gross nonfarm income | 15c | |
| Adjustments and Tax Preference Items | 16a Depreciation adjustment on property placed in service after 1986 | 16a | See page 9 of Partner's Instructions for Schedule K-1 (Form 1065) and Instructions for Form 6251. |
| | b Adjusted gain or loss | 16b | |
| | c Depletion (other than oil and gas) | 16c | |
| | d (1) Gross income from oil, gas, and geothermal properties | 16d(1) | |
| | (2) Deductions allocable to oil, gas, and geothermal properties | 16d(2) | |
| | e Other adjustments and tax preference items (attach schedule) | 16e | |
| Foreign Taxes | 17a Name of foreign country or U.S. possession ▶ | 17a | Form 1116, Part I |
| | b Gross income from all sources | 17b | |
| | c Gross income sourced at partner level | 17c | |
| | d Foreign gross income sourced at partnership level: | | |
| | (1) Passive | 17d(1) | |
| | (2) Listed categories (attach schedule) | 17d(2) | |
| | (3) General limitation | 17d(3) | |
| | e Deductions allocated and apportioned at partner level: | | |
| | (1) Interest expense | 17e(1) | |
| | (2) Other | 17e(2) | |
| | f Deductions allocated and apportioned at partnership level to foreign source income: | | |
| | (1) Passive | 17f(1) | |
| | (2) Listed categories (attach schedule) | 17f(2) | |
| (3) General limitation | 17f(3) | | |
| g Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued | 17g | Form 1116, Part II Form 1116, line 12 | |
| h Reduction in taxes available for credit (attach schedule) | 17h | | |
| Other | 18 Section 59(e)(2) expenditures: a Type ▶ | 18a | See page 9 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | b Amount | 18b | |
| | 19 Tax-exempt interest income | 19 | Form 1040, line 8b |
| | 20 Other tax-exempt income | 20 | See pages 9 and 10 of Partner's Instructions for Schedule K-1 (Form 1065). |
| | 21 Nondeductible expenses | 21 | |
| | 22 Distributions of money (cash and marketable securities) | 22 | |
| | 23 Distributions of property other than money | 23 | Form 8611, line 8 |
| | 24 Recapture of low-income housing credit: | | |
| a From section 42(j)(5) partnerships | 24a | | |
| b Other than on line 24a | 24b | | |
| Supplemental Information | 25 Supplemental information required to be reported separately to each partner (attach additional schedules if more space is needed): | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



1500
Fully Insured
Free Estimates

KEN SMITH LOGGING

Telephone (814) 762-8118

TIMBER LEASE AGREEMENT

THIS LEASE AGREEMENT made the 7 day of January, 2000, by
Kenneth Smith, Hereinafter called "LEASORS",
AND

Landowner, _____ Hereinafter called "LEASEES".

I Ken Smith agree to pay 75 % on all Veneer
all Grade Logs
~~#2 grade~~, 60 % on ~~#3 grade~~, _____ % on #4 grade of total amount received for all

Logs and \$ 4 per ton for pulpwood from Tom Wick & Dan Sinker property. Lessor
will selectively harvest trees from 13 diameter and larger ONLY. Full

responsibility for any and all mishaps occurring during the entire period of valid
lease will be the sole responsibility of the leasor. Valid date of lease will begin on
1-9-2000 and become invalid after date of 1-16-2000. Lessee and leasor
will determine this factor in agreement accordingly. Lessor will submit receipts for
all log stumpage checks to lessee after every pay period. Pay period will be every
week, beginning one week after effective date of lease.

~~Log Operation~~ _____

Extensions of lease, if any: From _____ to _____
From _____ to _____

Comments:

Lessor (contractor) Ken Smith

Lessee (owner) _____

Witness Michael R. Peak

Tom Wick
write Mr Sinker
Name in Here

copy

DURYLE SCALE

BWP - Brookville, RD#1 - M-F - before 5pm.
WOOD PRODUCTS 814-849-7331
BONUS till JAN. 1, 1995 AFTER 5 PM 814-371-2613

11-15-94

Cherry 10" on the small side (Veneer 14", 10' or longer; NO DEFECTS;
17HS { 4', 5', 6' + 3"
(8, 10, 12, 14, 16 + 4"

\$1500 (+ \$300) / K = (Veneer)

\$850 (+ \$275) / K = PRIME

\$650 (+ \$275) / K = A

\$450 (+ \$200) / K

\$350
\$150 / K

OAK: Red

Veneer = \$1050 (+ \$150 Bonus)

PRIME = \$825 (+ \$150) "

A = \$550 (+ \$100) "

\$400 (+ \$75) "

\$250

\$150

/ K ft.

NO 4', 5', 6'

White

\$1050

\$500

\$350

\$200

\$100

Mix

500

350

250

100

Also: Birch, Poplar, maple, Ash.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

| | |
|-------------------------------------|-------------------|
| Mag. Dist. No.: | 46-3-03 |
| DJ Name: Hon. | |
| MICHAEL A. RUDELLA | |
| Address: MOUNTAIN VIEW PLAZA | |
| P.O. BOX 210 | |
| KYLERTOWN, PA | 16847-0000 |
| Telephone: (814) 345-6789 | |

PLAINTIFF: _____
NAME and ADDRESS _____

VS.

DEFENDANT: _____
NAME and ADDRESS _____

| |
|-------------|
| Docket No.: |
| Date Filed: |



| | AMOUNT | DATE PAID |
|------------------|--------|----------------|
| FILING COSTS \$ | _____ | ____/____/____ |
| SERVING COSTS \$ | _____ | ____/____/____ |
| TOTAL \$ | _____ | ____/____/____ |

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ _____ together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

I, _____ verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: _____ Address: _____

Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. **If you are disabled and require assistance, please contact the Magisterial District office at the address above.**



CRIMINAL COMPLAINT

COMMONWEALTH OF PENNSYLVANIA

VS.

DEFENDANT:

NAME and ADDRESS

Ken Smith
R.R. 1 Box 108
Olanta, PA 16863

(Fill in defendant's name and address)

Magisterial District Number: **45-3-03**

District Justice Name: Hon. **MICHAEL A. RUDELLA**

Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA 16847-0000

Telephone: (**814 345-6789**)

Docket No.:

Date Filed:

OTN:

(Above to be completed by court personnel)

Notice: Under PA Rules of Criminal Procedure, your complaint may require approval by the District Attorney before it can be accepted by the magisterial district court. If the District Attorney disapproves your complaint, you may petition the court of common pleas for review of the District Attorney's decision.

Fill in as much information as you have.

| | | | | |
|---|--|--------------------|------------------------------------|---|
| Defendant's Race/Ethnicity <input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Unknown | Defendant's Sex <input type="checkbox"/> Female <input type="checkbox"/> Male | Defendant's D.O.B. | Defendant's Social Security Number | Defendant's SID (State Identification Number) |
| Defendant's A.K.A. (also known as) | Defendant's Vehicle Information Plate Number | State | Registration Station(MM/YY) | Defendant's Drivers License Number State |

I, Thomas R. Wick, P.O. Box 150, West Decatur, PA 16878
(Name of Complainant - Please Print or Type)

do hereby state: (check the appropriate box)

1. ☒ I accuse the above named defendant who lives at the address set forth above
☐ I accuse the defendant whose name is unknown to me but who is described as _____
☐ I accuse the defendant whose name and popular designation or nickname is unknown to me and whom I have therefore designated as John Doe
with violating the penal laws of the Commonwealth of Pennsylvania at Morris Twp
(Please-Precinct Subdivision)

In Clearfield County on or about 1-7-00

Participants were: (if there were participants, place their names here, repeating the name of above defendant)

2. The acts committed by the accused were: THEFT BY DECEPTION 3922A1
(Set forth a summary of the facts sufficient to advise the defendant of the nature of the offense charged. A citation to the statute allegedly violated without more, is not sufficient. In a summary case, you must cite the specific section and subsection of the statute or ordinance allegedly violated)

* **THEFT BY DECEPTION:** A person is guilty of theft if he intentionally obtains or withholds property of another by deception. A person deceives if he intentionally: creates or reinforces a false impression, including false impressions as to law, value, intention or another state of mind; but deception as to a person's intention to perform a promise shall not be inferred from the fact alone that he did not perform the promise.



Defendant's Name: Ken Smith

Docket Number:

"SEE ATTACHED AFFIDAVIT"

all of which were against the peace and dignity of the Commonwealth of Pennsylvania and contrary to the Act of Assembly, or in violation of 3922 and A1 (Subsection) of the PA Crimes Code Title 18 (Section) (PA Statute)

3. I ask that process be issued and that the defendant be required to answer the charges I have made.
4. I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. §4904) relating to unsworn falsification to authorities.

1-17

2000

Thomas R. Wink
(Signature of Complainant)

District Attorney's Office ☐ Approved ☒ Disapproved because:

JRC Parks
(Name of Attorney for Commonwealth - Please Print or Type)

** policy reasons. Once money changed hands, became civil. Civil remedies available and easier to obtain.*

JRC Parks
(Signature of Attorney for Commonwealth)

1/19/00
(Date)

AND NOW, on this date 1-17, 19 2000, I certify that the complaint has been properly completed and verified.

46-3-03

(Magisterial District)

(Issuing Authority)

SEAL



Morris-Cooper Regional Police Department
P.O. Box 219 Hawk Run, Pennsylvania 16840-0219
Emergency 911 Non-Emergency 1-800-689-3535

PRIVATE CRIMINAL COMPLAINT / AFFIDAVIT OF PROBABLE CAUSE

This form is to be completed anytime a citizen wants the police officer to file charges in an incident where the police officer was called to investigate the incident but the information on the incident is received from a private citizen or an incident that was not on-view by the investigating police officer.

Name of Complainant: THOMAS R. WICK
Mailing Address: P.O. BOX 150 City/State/Zip Code: WEST DELATAR, PA 16878
Telephone #: (Home) 342-3284 (Work) _____

Date of Complaint: 1/17/2000

Name of the Suspect(s): KEN SMITH
Name of Accused: _____
Mailing Address: _____ City/State/Zip Code: _____
Telephone #: (Home) 762-8118 (Work) _____

Offense: THEFT BY DECEPTION + TIMBER THEFT, TRESPASSING Date: _____ Time: _____
Location of Offense: 87 ACRES GLENDALE AVE Municipality: MORRIS DALE

(Summarize the details of the incident, including the events, the facts, and the circumstances. Name the suspect(s) and/or the accused. Identify any and all witnesses using name, address, and telephone number.)

ON 1/7/2000 I SHOWED PROPERTY TO KEN SMITH FOR TIMBER ESTIMATE
I EXPLAINED I HAD PARTNER + ANOTHER PARTNER THAT HAD TO AGREE + SIGN
CONTRACT BEFORE HE COULD START WORK. SAT 1/8 I CALLED LEFT MESSAGE
ON ANSWER PHONE HE DID NOT GET JOB. ON FRIDAY WE HAD AGREED TO
MEET SUNDAY TO SIGN CONTRACT FOR PERMISSION. HE DIDN'T CALL OR SHOW
UP SO I THOUGHT HE GOT MESSAGE OF NO PERMISSION. HE ALSO SAID ON FRIDAY
THAT HE PAID DAILY. ON TUES 1/11/2000 STEVE WOODS OR HIS PARTNER WENT
TO START JOB THAT WE AGREED FOR HIM TO DO. KEN TOLD THEM HE HAD
CONTRACT SO THEY LEFT + CALLED ME THAT NIGHT. I TRIED CALLING KEN NO
ANSWER. BUSY WED AM AROUND NOON I WENT TO PROPERTY FOUND HIM + ABOUT
7 OTHER GUYS WORKING. HE SAID HE HAD GOOD MONEY AROUND \$6,000 + THAT DAN
SANKLEY MY PARTNER SAID IT WAS OK. I SAID I HAD TO CHECK IT OUT + IF HE HAD
THAT MUCH MONEY IT WOULD PROBABLY BE OK. HE SAID WED AT 6:00 CALLED CHANGED IT TO 9:30 PM.
CALLED MET HIM AT PROPERTY THUR AT 9:00. I SPENT 2 HOURS OR MORE LOOKING FOR HIM
FINALLY HE SHOWED UP GAVE ME \$1,000 I ASKED WHAT HAPPENED TO THE \$6,000. HE SAID THAT
WAS 3 SHIPS MISSING + THAT WAS PAY FOR ONE DAY WHICH WAS STILL LESS THAN WHAT OWED. I TOLD THEM TO STOP
I verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information or belief.
This verification is made subject to the penalties of Section 4904 of the Crimes Code of Pennsylvania (18 PACS 4904) PAY
relating to unsworn falsification to authorities. I now ask that criminal charges or traffic charges be brought against
the accused or suspect. FRIDAY + SUNDAY TO DORNA SAID HE HAD \$500. SUNDAY, MONDAY 3 TIMES DORNA SAID
STOP WORK

Date: 1/17/2000 Signature of Complainant: Thomas R. Wick

Sworn to and subscribed before me this 17 day of JAN 2000
Date: 1/17/00 District Justice: [Signature]
My Commission Expires the first Monday of JAN 2006 Seal

While Filing THIS REPORT OUT SOMEONE TRESPASSED + REMOVED LOADER + MORE TIMBER
+ 3 SHIPS MISSING + 3 SHIPS MISSING FOR REASON



District Court 46-3-03
P.O. Box 210 Kylertown, Pennsylvania 16847
Business Office (814) 345-6789 Fax (814) 345-6444

PRIVATE CRIMINAL COMPLAINT / AFFIDAVIT OF PROBABLE CAUSE

This form is to be completed anytime a citizen wants to file charges in an incident where no police investigation occurred or where police investigated the incident and determined not to file criminal charges and the information on the incident is received from a private citizen who wishes to proceed with criminal charges against the accused.

Name of Complainant: THOMAS R. WICK Date of Complaint: 1/20/2000
Mailing Address: P.O. Box 190 City/State/Zip Code: WEST DECATUR, PA
Telephone #: (Home) 342-3287 (Work) 16878

Name of the Suspect(s): _____
Name of Accused: RICHARD ANDERSON
Mailing Address: _____ City/State/Zip Code: _____
Telephone #: (Home) _____ (Work) _____

Offense: _____ Date: 1/17/200 Time: AROUND 1100
Location of Offense: GLENDALE AVE 87 ACRES Municipality: MORRIS DALE

(Summarize the details of the incident, including the events, the facts, and the circumstances. Name the suspect(s) and/or the accused. Identify any and all witnesses using name, address, and telephone number.)

ON MONDAY 1/17/2000 BONNIE MARTY WAS CHECKING
OUR TIMBER PROPERTY IN MORRIS DALE. SHE SAW A LOADED
TRI-AXLE COMING FROM OUR PROPERTY WHICH DROVE AROUND
HER CAR. SHE WENT TO OUR PROPERTY TO TURN AROUND
& SEE IF ANYONE ELSE WAS TRESPASSING. SHE SAW A
PICKUP TRUCK DRIVEN BY ROB PASSMORE ON OUR POSTED
PROPERTY. SHE BLOCKED THE ROAD WITH HER CAR &
GOT OUT. MR. BONE ALSO WAS PRESENT. HE DROVE ACROSS
THE GRASS & SPED AWAY. SHE WENT TO KITLU TO GET
INFORMATION & SAW THE TRI-AXLE THERE. SHE WAS TOLD
THE DRIVER WAS RICHARD ANDERSON. HIS LOADER
WAS ALSO REMOVED FROM OUR PROPERTY ON MONDAY.

I verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information or belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code of Pennsylvania (18 PACS 4904) relating to unsworn falsification to authorities. I now ask that criminal charges or traffic charges be brought against the accused or suspect.

Date: 1/20/2000 Signature of Complainant: Thomas R. Wick

Sworn to and subscribed before me this _____ day of _____

Date: _____ District Justice: _____

My Commission Expires the first Monday of _____

Seal



District Court 46-3-03

P.O. Box 210 Kylertown, Pennsylvania 16847
Business Office (814) 345-6789 Fax (814) 345-6444

PRIVATE CRIMINAL COMPLAINT / AFFIDAVIT OF PROBABLE CAUSE

This form is to be completed anytime a citizen wants to file charges in an incident where no police investigation occurred or where police investigated the incident and determined not to file criminal charges and the information on the incident is received from a private citizen who wishes to proceed with criminal charges against the accused.

Name of Complainant: THOMAS R. WICK Date of Complaint: 1/20/2000
Mailing Address: P.O. Box 150 City/State/Zip Code: WEST DELAWARE
Telephone #: (Home) 342-3284 (Work) _____

Name of the Suspect(s): _____
Name of Accused: ROB PASSMORE
Mailing Address: _____ City/State/Zip Code: _____
Telephone #: (Home) _____ (Work) _____

Offense: TIMBER THEFT Date: 1/14/2000 Time: _____
Location of Offense: GLENDALE AVE. 87 ACRES Municipality: MORRIS DRIE

(Summarize the details of the incident, including the events, the facts, and the circumstances. Name the suspect(s) and/or the accused. Identify any and all witnesses using name, address, and telephone number.)
MY COUSIN BEVERLY ON FRIDAY SAW ROB PASSMORE
COMING FROM OUR PROPERTY WITH HIS TRUCK LOADED
WITH LOGS.

I verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information or belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code of Pennsylvania (18 PACS 4904) relating to unsworn falsification to authorities. I now ask that criminal charges or traffic charges be brought against the accused or suspect.

Date: 1/20/2000 Signature of Complainant: Thomas R. Wick

Sworn to and subscribed before me this _____ day of _____

Date: _____ District Justice: _____

My Commission Expires the first Monday of _____

Seal



District Court 46-3-03

P.O. Box 210 Kylertown, Pennsylvania 16847
Business Office (814) 345-6789 Fax (814) 345-6444

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Name of Complainant: THOMAS R. WICK Date of Complaint: 1/20/2000
Mailing Address: P.O. BOX 150 City/State/Zip Code: WEST DECATUR, PA
Telephone #: (Home) 342-3284 (Work) 16028

Name of the Suspect(s): _____
Name of Accused: SHAWN WITHERWRIGHT
Mailing Address: _____ City/State/Zip Code: _____
Telephone #: (Home) _____ (Work) _____

Offense: TRESPASSING Date: 1/18/2000 Time: 1-500
Location of Offense: GLENDALE AVE 97 ACRES Municipality: MOKRUS DALE

(Summarize the details of the incident, including the events, the facts, and the circumstances. Name the suspect(s) and/or the accused. Identify any and all witnesses using name, address, and telephone number.)

ON TUESDAY HE TRESPASSED & REMOVED HIS SKIDDER

I verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information or belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code of Pennsylvania (18 PACS 4904) relating to unsworn falsification to authorities. I now ask that criminal charges or traffic charges be brought against the accused or suspect.

Date: 1/20/2000 Signature of Complainant: Thomas R. Wick

Sworn to and subscribed before me this _____ day of _____

Date: _____ District Justice: _____

My Commission Expires the first Monday of _____

Seal

| | | |
|----------|-----------|-----------------|
| 1-6-2000 | CH# 34570 | \$ 104.00 |
| 1-6 | # 34583 | 116.00 |
| 1-7 | # 34618 | 90.00 |
| 1-7 | # 34622 | 124.00 |
| 1-11 | # 34682 | 1,685.00 |
| 1-12 | # 34702 | 1,610.00 |
| 1-13 | # 34766 | 2,575.00 |
| | | <u>6,304.00</u> |
| | | \$ 6,304.00 |

Ken Smith

MANUFACTURERS OF FURNITURE DIMENSION
15 MODERN KILNS
2 SAW MILLS



KITKO WOOD PRODUCTS, INC.

P.O. Box 3

GLEN HOPE, PA 16645

FAX 814 - 672-3076

PHONE MILL 814 - 672-3606

RES. 814 - 378-5113

ROBERT F. KITKO, SR.

MANUFACTURERS
OF
HIGH QUALITY
FURNITURE
DIMENSION

Kitko Wood Products, Inc.
P. O. Box 3
Glen Hope, Pennsylvania 16645
Telephone: (814) 672-3606 — 3075
FAX - 814-672-3076

PANELS
SQUARES
SHAPING
SANDING

log 672-
5860

Order Sheet

CH
71

| | | | |
|-------|--|-----|----|
| 17 | 40 | 60 | 40 |
| <hr/> | | | |
| 14 | 70 | 70 | |
| 15 | 135 | 130 | |
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| 290 | 108 | 78 | 2 |
| 100 | | | |
| 290 | | | |
| | <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">476</div> | | |

555'

3500

Over 1150.80
Paid 1000

150.80

TWO AUTOMATED SAW MILLS
ONE MILLION BD. FT. KILN CAPACITY

285.60

OFFICE
PHONE
FAX

PANELS
SQUARES
SHAPING
SANDING

TWO AUTOMATED SAW MILLS
ONE MILLION BD. FT. KILN CAPACITY

295.20

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Glen Hope, Pennsylvania 16645
Telephone: (814) 672-3606 — 3075
FAX - 814-672-3076

PANELS
SQUARES
SHAPING
SANDING

Handwritten:
9-11-11
1600 100 40 50
P 80 100 40 50
95 70
170 80
80 150
11 80
405 100
120
405 2
555
555

TWO AUTOMATED SAW MILLS
ONE MILLION BD. FT. KILN CAPACITY

315.00

MANUFACTURERS
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DIMENSION

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P. O. Box 3
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Telephone: (814) 672-3606 — 3075
FAX - 814-672-3076

PANELS
SQUARES
SHAPING
SANDING

Ken Sirek *01*
(25)

| | | | |
|-----------|--------------|-------------|-------------|
| <i>11</i> | <i>60</i> | <i>21</i> | <i>30</i> |
| <i>41</i> | <i>41</i> | <i>21</i> | <i>7</i> |
| <i>36</i> | <i>40</i> | <i>70</i> | <i>3</i> |
| <i>74</i> | <i>174.0</i> | <i>78.0</i> | <i>90</i> |
| <i>40</i> | | | <i>70</i> |
| <i>60</i> | | | <i>18.0</i> |

130.0

77.5

TWO AUTOMATED SAW MILLS
ONE MILLION BD. FT. KILN CAPACITY

78.00

MANUFACTURERS
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FURNITURE
DIMENSION

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Glen Hope, Pennsylvania 16645
Telephone: (814) 672-3606 — 3075
FAX - 814-672-3076

PANELS
SQUARES
SHAPING
SANDING

Handwritten: 1/2 in full OK
70 2
60 +
41 3
41 3 76
41 2 100
71 100
140 60
80 60
180 2
1970

Handwritten: 7801

TWO AUTOMATED SAW MILLS
ONE MILLION BD. FT. KILN CAPACITY

Handwritten: 113.20

ONE MILLION
BOARD FEET
KILN CAPACITY

ONE MILLION
BOARD FEET
KILN CAPACITY

MANUFACTURERS
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FURNITURE
DIMENSION

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Glen Hope, Pennsylvania 16645
Telephone: (814) 672-3606 — 3075
FAX - 814-672-3076

PANELS
SQUARES
SHAPING
SANDING

11/24/97 *JS*

| | | | | |
|-------------|-------------|-------------|-----------|-----------|
| <i>1.7</i> | <i>60</i> | <i>4</i> | <i>70</i> | <i>1</i> |
| <i>75</i> | <i>75</i> | <i>2</i> | <i>7</i> | <i>70</i> |
| <i>70</i> | <i>70</i> | <i>4</i> | <i>70</i> | <i>10</i> |
| <i>70</i> | <i>55</i> | <i>7</i> | <i>40</i> | <i>70</i> |
| <i>74.0</i> | <i>60</i> | <i>90</i> | | |
| | <i>39.0</i> | <i>40</i> | | |
| | | <i>36.0</i> | | |

103.0

770'

TWO AUTOMATED SAW MILLS
ONE MILLION BD. FT. KILN CAPACITY

6080 = 61.80

Ken Smith

Clearfield

Brown Truck

762-8118 jail

Shawn Witherwrite

Lumber City
Lives in Gray
trailer

White Truck with
lowboy with loader
~~and~~ skidder

Who was helping:

Mike Graham

Curwensville
White House/Maroon shutters

Truck

jail

Rob Passmore

Hyde

Brown Truck

236-1762 jail

Sean Anderson

lived with Rob on left in a trailer

jail

Joe Harzinski : helped Shawn Witherwrite take the loader + skidder
off the land
e has a blue tri-axle

(Reynoldsville) was Sanborn

⑦ Dale P. Yarger ~~pet~~ Bailed Out Rob Passmore out of jail

has a light gray Truck (Ken Smith) owes money to Dale also

⑧ Richard Anderson DuBois had Truck

Rob Passmore did live in New Milport

I called : State Police Robert Fierdarko 857-3800 Woodlawn
Adult Probation 765-2641 Dave Patrick Clearfield
Chf. Polachek 1-800-689-3535 Morris Township
Police

RE: 001051-CD

Would you PLEASE add to this
THIS VERIFICATIONS THAT
my family is to hand deliver

ITY, PENNSYLVANIA

No. 001051-CD

Thank you
Don Sankey
EL 6018

udge John K. Reilly, Jr.
Jury Trial demanded

) PLAINTIFF'S

se, and moves this court

pursuant to the terms of

assets to a "FAIR" value

motion filed on July 23,

ised or order the Court

Administrator to reschedule argument which was originally scheduled for May 16, 2002, which the plaintiff filed for continuence.

4. Force the plaintiff to bring the book's up to date, account what the plaintiff has done with over \$48,000 rental income in the past four years; due to plaintiff's wrongful claiming of the assets as personal property before a complete winding-up process of the assets. Taking all the income to fight his case and leaving the defendant penniless to defend against the plaintiff accusations. This was in violation of the ^{PARTNERSHIP} agreement. See Page 1, #4, "an individual capital account shall be maintained for each partner and no withdrawal of capital contributions of the partnership shall be made by any partner without the consent of the other's "or" "upon final dissolution of the partnership."

AND NOW THE DEFENDANT RESPECTFULLY SETSFORTH AND AVERS AS FOLLOWS:

1. March 30, 1995 partnership agreement signed and void due to "misrepresentation to the fact's (silence)" and undue influence (plaintiff and defendant are full cousins defendant relied on the plaintiff word of Good credit.) This voided the contract:

Partnership agreement, #13; "if and in the event," any partner shall contemplate voluntary entering bankruptcy"

Plaintiff had just gone through bankruptcy, just a few years before in the state of florida.

Plaintiff "silence" amounts to fraud for misrepresentation of omitted important information of material fact. Plaintiff knew the defendant was making a basic mistaken assumption, before the defendant signed the agreement; under "undue influence" plaintiff and defendant are cousins, "active concealment" is a substitute for false statements of fact. Bankruptcy is the death of a partnership. The agreement and the partnership was dissolved before it was ever legally formed.

2. November 29, 1999, Defendant's letters to plaintiff with offer of dissolution of partnership assets. Plaintiff never answered this letter nor the privious letter which was sent in November of 1999. Defendant has always told the plaintiff to set the prices, if ok the defendant would buy plaintiff out; if not plaintiff could buy the assets.

3. February 15, 1999. Plaintiff's letter to Att Bell, ^{LATER BECAME} (defendant Att.) No mention of dissolution under terms of the partnership agreement.

4. April 13, 2000, att. Thompson (plaintiff's Att.) letter to Att. Bell. (this is the first mention of dissolution under the terms of the contract;" OVER THE 90 DAYS THAT IS IN THE AGREEMENT.

P.A. Page 2, #10, 2nd sentence: The remaining partner may elect to purchase the withdrawing partners interest provided said election is made, in writing, within NINETY (90) DAYS (both written and numeral, not like the 15 years in #10 and #11. THIS VOIDED THE CONTRACT.

5. Partnership agreement was never recorded; WITH THE STATE OR WITH CLEARFILED COUNTY RECORDS OFFICE, nor was the third copy taken back to attorney Test (author of the partnership agreement) for over six years after the signing of the agreement, long after plaintiff filed his complaint. MAKING THE AGREEMENT VOID, due to the statute of limitation: 42 Pa. C.S. 5525.8, "Contract under seal, FOUR YEAR." THIS VOIDED THE CONTRACT. The partnership agreement #18, 'The agreement was executed IN triplicate.'

6. Sometime in the spring/summer of 1999 plaintiff forge the defendant name to a partnership check which "REQUIRED BOTH NAMES" plaintiff's misuse of partnership funds for investment in plaintiff's personal interest. THIS VOIDED THE CONTRACT. This was in violation of the partnership agreement #7; "EACH PARTNER SHALL HAVE THEIR PRO PORTIONATE VOICE IN THE MANAGEMENT AND CONDUCT OF BUSINESS." Plaintiff claimed he purchased gravel, there is no gravel on the partnership properties.

7. If the court fails to quash the partnership agreement; the defendant prays the Honorable Court will quash #10 and #11 of the agreement 15 YEARS. The defendant questions the 15 years. The uniform commercial code (ucc): UNCONSCIONABLE CONTRACTS; UCC provides that a Court may find that a contract or a clause of a contract is unconscionable, that is grossly unfair and oppressive. an unconscionable contract or clause offends an honest person's conscience and sense of justice.

PLAINTIFF'S COMPLAINTS ARE FALSE

1. Complaint filed 8/25/2000, #8,⁷10: "defendant has not responded to plaintiff's notice of intent to dissolve the partnership and has not participated in the management or conduct of business since his date of his incarceration." THIS IS FALSE: defendant wrote plaintiff a letter in November of 1999, and a second letter on November 29, 1999, (this is the letter, that's been filed with the Court,) plaintiff, has never answer defendant's letter's nor does he mention that he did. Only the letter to attorney Bell, with no mention of the partership agreement .
2. Defendant's letter to plaintiff on November 29, 1999: "YOU CAN WRITE ME" "I HAVE TO REVERSE THE CHARGE (\$2.00 for 20 min.) if I call just deduct it from my share of rent." Then the plaintiff put an answer machine on his phone and refused to answer defendant's calls. (this can be conformed: CCJ phones are monitored (taped) they could be subpeona)

ANSWER TO PLAINTIFF MOTION FOR SUMMARY JUDGEMENT

1. Paragraphs; 1,2,4,5,6,7,8,12,16 of Motion is admitted.
2. Paragraph 3: denied, How can the pleading be close when there's been no discovery! plaintiff has not filed any document to prove his accusations. WHAT DID PLAINTIFF DO WITH ALL THE RENTAL INCOME?
3. At the apprasial prices, defendant's family wish to purchase or swap some property with plaintiff. Plaintiff and plaintiff's attorney refuses to negotiate a fair settlement. *SEE: ATT BELL'S LETTER, "OCT. 5, 2000*
4. PARAGRAPH 9: plaintiff agreed to pay \$100,000 for the Clearfield property on a prior agreement. the appraisal was done for the plaintiff, should of been appraised in both names: that way the appraisal would of been ^{Fair} to both of us. Defendant cannot make counter offer, defendant never received a copy of the appraisal nor can defendant afford to have the property appraised.

plaintiff refuses to slit the rental income. THAT IS A MAJOR BREACH OF THE CONTRACT.

5. PARAGRAPH 10a; where is the plaintiff's proof of these figures. 10b; plaintiff received over \$1,000 a month on the rental income pluse an estimated \$400 a month on an apartment that defendant knew nothing about until family accompanied plaintiff's representative when rent was collected. Over \$1500 month income why would planitiff have to use personal money? 10c; plaintiff had appraisal done in his name only, creating a low figure for the buyer. plaintiff had this appraised on his own, plaintiff should pay it. Plaintiff and defndant need to have **ALL FOUR PROPERTY APPRAISED** (not just two properties) in both names and paid for it out of the rental income, profits from over the last Four years.

6. PARAGRAPH 11; (#7 of the partnership agreement); "each partner shall have proportionate voice in the management of the business." defendant never had a say in who did the estimate.

7. PARAGRAPH 13; plaintiff had several major breaches of the agrement: Bankruptcy and forgery. Bankruptey is the death of a partnership... defendant should of ~~could~~ have pressed charges on the plaintiff.

^{PARTNERSHIP} agreement #10: "ninety 90 days) from the date of notice"; plaintiff has never notified the defendant, not even to this day, of his notice to purchase defendant share. (^{SEE} plaintiff's complaint; filed on 8/25/2000, #6; in November 29, 1999, defendant wrote plaintiff, #7 by letter dated April 13, 2000 to defendant's attorney" (a copy wasn't sent directly to the defendant), November 29, 1999, to April 13, 2000 is over 90 days.
THIS VOIDED THE PARTNER SHIP AGREEMENT, #10

SEE EXHIBIT - ATT BELLS LETTER TO PLAINTIFFS ATTORNEY (THOMPSON) ON OCT. 5, 2000, THIS IS THE FIRST APPEARANCE ATT BELL MADE ON THIS CASE, AS DEFENDANTS ATTORNEY.

THIS VOIDED THE 15. YEARS; PARTNERSHIP AGREEMENT #16: "all notices provided for herein shall be in writing and sent to the last known address of the party to whom notice is to be given by U.S. certified mail postpaid." (plaintiff had all defendant's address and has never wrote to the defentant.) Plaintiff put an answering machine on his phone and refuses to take defendant's collect calls. Plaintiff and R. Denny Gearhart Esq. (defendant's attorney) refuses to negotiate with defendant's power of attorneys (plaintiff's cousins)

8. PARAGRAPH 14; of the Motion for summary judgement is admitted to the extent of rule 1035.2(1); but thare is genuine issues of material fact. "PLAINTIFF HAS NEVER ANSWER THE DISCOVERY:" Defendant needs the discovery: to prove plaintiff's bankruptcy, canceled check's to prove plaintiff forgery, the canceled check's will prove possibility of ~~the~~ fraud on the insurance policy....E.G. the Hyde property. (We need an appraisal paid by the partnership and appraised in both names to get a fair appraisal value for plaintiff and defendant.) Plaintiff has never submitted documentation of the appraisal which was done in favor of the plaintiff. According to the appraiser, plaintiff is his client and won't talk to defendant. The tools, equiptment, and material need's inventoried; there 16 at \$250.00 each \$4,000 of brandnew windows, 2x4's, 1/2 inch and 5/8 inch drywall etc, two air nailer's, Skill gas concrete saw, Sears tablesaw, Skill demolotion drill, numerous other tools and equiptment and carpenter, electrical, plumbing supplies all needs inventoried and appraised. Defendant and defendant family has personal items stored there. Plaintiff has not split the rent since October opf 1999, plaintiff owes defendant half of the rental income, plaintiff must pay all taxes,

all other over head including the \$3,000 plaintiff has never accounted for, plaintiff wrongfully took ownership of partnership assets, (all rental income, all building by changing the locks) before final dissolution and even before plaintiff file a complaint; which is against Pa. law, the uniform partnership act, and breached our partnership agreement. (partnership agreement #4) no withdrawal of capital contribution of the partners shall be made by any partner without the consent of the other, or "UPON FINAL DISSOLUTION OF THE PARTNERSHIP." The Court hasn't rule on, nor has there been final dissolution. Therefore, plaintiff is guilty of wrongfully winding up the dissolution of the partnership assets.

9. PARAGRAPH 15: mentioned in #14 in plaintiff's motion answered in #8 of this motion. Pa. R.C.P. 1035 Motion for summary judgement is premature if filed before discovery. Pa. law is ruled on "reasonable person" no reasonable person would sign such agreement. This clause is reasonably unfair-15 years has fraud all over it. The same as the appraisal price of \$92,200. Defendant in his letter to plaintiff on November 29, 1999, said the property is cheap. Plaintiff doesn't want it cheap. Plaintiff want's defendant to pay plaintiff to take the assets. Plaintiff has receive App. \$48,000 in rent and has illegally taken over control of the assets (changing the locks, has complete use of the buildings)

10. #16 through 22 of plaintiff motion: defendant is able to carry on his share of the partnership agreement through two power of attorneys and other family members and the phone. Plaintiff refuses to do so. Which is a violation of the uniform partnership act.

**DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF HIS MOTION
TO QUASH PLAINTIFF'S MOTION FOR SUMMARY JUDGEMENT**

Under Pa. R.C.P. 1035.2 plaintiff's motion for summary judgement is untimely filed. Plaintiff refuses to answer defendant's timely filed discovery. Discovery is needed for defendant to prove his stated facts. The Court must examine the record in the light most favorable to the now-moving party, resolving all doubts against the moving party, resolving Kerns v. Methodist Hospital, 393 Pa. Super 533, 536-37, 574 A.2d 1068, 1069 (1990) Knecht v. Citizens & Northern Bank, 364 Pa. Super 370, 373, 374 528 A.2d 203, 205 (1987) It is fundamental that the moving party's evidence must clearly exclude any genuine issue of material fact. Aimco Imports v. Industrial Valley Bank, Etc., 291 Pa. Super 233, 435 A.2d 884 (1981) Stidham v. Millvale Sportsman's Club, 421 Pa. Super 548, 558, 618 A.2d 945, 950 (1992). "NO DOCUMENTED PROOF" what did plaintiff do with the rental income? Plaintiff claims partnership assets were appraised by provost Real Estate; with no documented proof. Pa. R.C.P. 1035.1(3) reports signed by an expert witness that would if filed, comply with rule 4003.5(a)(1), whether or not the reports have produced in response to interrogatories. Plaintiff refuses to answer these material questions which was asked for in the discovery. Oral testimony alone either through testimonial affidavits or depositions, of the moving party or the moving party's witnesses, even if uncontradicted, is generally insufficient to establish the absence of genuine issue of material fact. Nanty Glo v. American Surety Co., 309 Pa. 236, 163 A.2d 523 (1932) Penn Central House, Inc. v. Hoffman, 520 Pa. 171, 553 A.2d 900 (1989). Only the pleading between the parties to the motion for summary judgement must be close prior to file the motion.

"Death or disability: If the contract requires personal services, death or disability of the party who was to provide such services terminates the agreement this rule does not apply when others are available to perform, as in partnership, the disabled or decedent's personal representatives can and is required to perform. Plaintiff refuses to work with the defendant and his personal representatives (brother and sister, all full cousins of plaintiff) defendant wanted out of the agreement, as soon as plaintiff Bankruptcy was discovered.

Plaintiff prematurely took ownership of partnership assets denying defendant's family their share of the rental income. Plaintiff took complete ownership of the partnership assets, before complete winding up of dissolution of the partnership, which was against our partnership agreement #4; "UPON FINAL DISSOLUTION OF THE PARTNERSHIP". Plaintiff actions, left defendant penniless and unable to hire a competent attorney. Attorney Bell didn't make an appearance on this case until his letter to plaintiff's Attorney on October 5, 2000 long after plaintiff filed his complaint.

Dissolution occurs only when decreed by the Court or brought about by other actions. C.F. Crane & Bromberg, Partnership 441 (1962) Pa. 1985: When a partner of a dissolved partnership is charged with the responsibility of selling assets for his fellow partner his primary responsibility is to obtain the highest possible prices for the assets; however once that partner begins to show interest in the properties as a potential buyer, he has compromised his duty to his fellow partner in favor of his own interest and it is improper for him to continue to act as fiduciary for his partner without the full knowledge and consent of all the partners. Hankin v. Hankin 493 A.2d 675, 507 Pa. 603 Bkrtcy. E.D. Pa. 1998 under the uniform partnership act. Dissolution of partnership-law firm does not terminate or discharge preexisting contracts between partnership and its clients and ex-partners who perform under such contract do so as fiduciaries for the benefit of the dissolved partnership In re Labrum & Doak, LLP, 227 BR 391, The above case deals with contracts, while our case deals with renters and their rent money, it is very similar to ours.

WHEREFORE, the defendant prays that this Court will quash the partnership agreement; quash plaintiff's appraisal and appoint an appraiser that will be fair to both sides and order oral argument or a trial by jury.

Respectfully submitted,

Daniel Sankey
Daniel Sankey Pro-se


DATED: DECEMBER 5, 2003

AFFIDAVIT

I, DANIEL I. SANKEY, hereby certify that the statements made in this action are true and correct to the best of my knowledge and belief.

I, understand that false statements are subject to the penalties of perjury, pursuant to 18 Pa. C.S.A. 4909 relating to unsworn falsification to authorities.

DATED: December 5 , 2003


Daniel I. Sankey Pro-se

PROOF OF SERVICE

I, here by cerify that I am this **5** day of December 2003, serving a copy of the foregoing motion upon the preson(s) listed below.

SERVICE BY FIRST CLASS MAIL ADDRESS AS FOLLOWS:

R. Denny Gearhart Esq.
215 East locast St.
Clearfield, Pa. 16830

Clerk of Courts
Clearfield County Courthouse
230 East Market St.
Clearfield, Pa. 16830

DATED: December 5 , 2003


Daniel Sankey Pro-se

RD.10 BOX 10 Rt.119 South
Greensburg, Pennsylvania
15601-8999

Oct 5

Law Offices
BELL, SILBERBLATT & WOOD

318 East Locust Street
P.O. Box 670
Clearfield, PA. 16830
e-mail: bswlaw@penn.com
Writer's Direct e-mail: chipbell@penn.com

October 5, 2000

Re: Wick v. Sankey

Mr. David R. Thompson, Esquire
308 Walton Street, Suite 4
P.O. Box 587
Philipsburg, PA 16866

Dear David:

I am at this point in time writing to you with regard to the matter which you have filed in the Clearfield County Court system involving your client, Thomas Wick, and my client, Daniel Sankey. I thank you very much for your letter dated September 19, 2000 indicating that you would not be proceeding with a default based upon the fact that my client would be responding to the action. This letter is to advise that concurrent with your receipt of this letter, I am filing on behalf of Dan Sankey a response to your pleading however I am also writing this letter to express the desire of Mr. Sankey to resolve the partnership issues by means other than proceeding through the court system.

Mr. Sankey has expressed to me that shortly after his incarceration he did have some contact with Mr. Wick by letter suggesting that as a result of his current legal situation that they resolve the various partnership issues fairly quickly so as to avoid any claims which might be made as to those partnership assets. Dan felt that within his letters to Mr. Wick that he had indicated that if Mr. Wick had some form of proposal he certainly should express that to Dan such that he could accept it, reject it or provide some form of counter proposal.

Dan at this point in time certainly is interested in taking some form of action to dissolve the partnership and dispose of the various assets and once again would wish to certainly open discussions with yourself or Mr. Wick in regard to how that might be achieved. At your earliest convenience could you please contact me such that we could attempt to determine how best to exchange proposals or meet so that we might be able to get this matter resolved without any further cost to the parties as both individuals seem desirous of reaching some form of resolution and the disposition of the partnership assets.

Very truly yours,

BELL, SILBERBLATT & WOOD

By,

F. Cortez Bell, III

F. Cortez Bell, III, Esquire

PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of MARCH 1995, by and between THOMAS WICK, P. O. Box 150, West Decatur, Pennsylvania, 16878

A

N

D

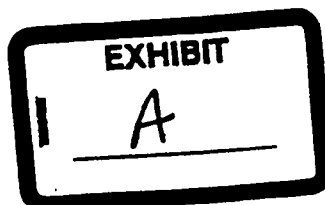
DANIEL SANKEY, 730 Bud's Alley, Bellefonte, Pennsylvania 16823.

WHEREAS, the parties hereto have agreed to enter into and carry on a partnership for the purpose of buying, selling, leasing, renovating and owning real estate and to engage in related activities; and,

WHEREAS, the parties hereto intending to be legally bound hereby, agree as follows:

1. The parties do hereby agree to carry on a partnership business for the purpose of operating the aforesaid business.
2. The business address of the business of the partnership shall be P. O. Box 150, West Decatur, PA 16878 and at such other localities within and without the Commonwealth of Pennsylvania as may be agreed upon from time to time by the partners.
3. The parties shall be equal partners.
4. An individual capital account shall be maintained for each partner and no withdrawal of capital contribution of the partners shall be made by any partner without the consent of the others or upon final dissolution of the partnership.
5. The net profits or net losses of the partnership shall be distributable or chargeable as the case may be to each of the partners in proportion to their interest as set out above. An individual income account shall be maintained for each partner and the profits and losses shall be credited or debited to the individual income accounts as soon as practical after the close of each fiscal year.
6. If such income accounts shall, at the end of such year, show a profit, the same may, if the partners so agree, be withdrawn by said partners or credited to and added to the partners capital account. If the income account shall, at the end of any year show a loss, such loss shall be debited from the capital accounts of the partners.
7. Each of the partners shall have their proportionate voice in the management and conduct of the business, and each partner shall devote such time and attention to the partnership business as

GEORGE S. TEST
ATTORNEY-AT-LAW
HILPSBURG, PA



the partners shall from time to time agree.

8. Each partner may draw such a sum of salary as shall, from time to time be agreed upon, which sums shall be deducted from profits before computing the profit or loss shares of the partners, but the payment of salaries shall be an obligation of the partnership only to the extent that there are partnership assets available therefore and shall not be an obligation of the partners individually.

9. It is further agreed by and between the partners hereto that no debts shall be incurred in the name of the partnership without the consent of all parties. If any partner shall, without the consent of the other, obligate the partnership such partner shall, at the option of the other partner, assume such debt or obligation as his personal undertaking and save the other partner harmless therefrom. } CK

10. If and in the event that a partner desires to terminate his interest in the Partnership, he shall give the other partner written notice of his intention to withdraw. The remaining partner may elect to purchase the withdrawing partner's interest provided said election is made, in writing, within ninety (90) days from the date of the notice of intention to withdraw. The purchase price shall be his proportionate share of the book value of all tangible assets owned by the Partnership less his proportionate share of any Partnership debt. Payment of the purchase price shall be within 15 years in quarterly installments without interest. If the remaining partner does not elect to purchase the interest of the withdrawing partner, the Partnership shall be terminated and the assets of the Partnership liquidated with each partner receiving his proportionate share of any excess generated by the liquidation of the Partnership or assuming personal responsibility for his pro-rata share of Partnership debt to the extent that the debts exceed the liquidated assets.

11. In the event of the death of a partner, the surviving partner shall have a period of ninety (90) days to elect to purchase the deceased partner's interest in the same manner and under the terms and conditions set forth in the preceding paragraph. Provided, however, that the purchase price of the Partnership shall be fair market value to be determined by appraisal by a licensed real estate appraiser and interest shall accrue on the unpaid balance of the purchase price at Prime rate plus 1% and payment shall be over a period of 15 years in quarterly installments. If the surviving partner does not elect to purchase the interest of the deceased partner the Partnership shall be terminated and the assets disposed of.

12. Upon agreeing to the purchase of the deceased partner's interest by the surviving partner

as established under this agreement, such personal representative shall sign and execute deeds, conveyances, bills of sale and other instruments as may be reasonably required to transfer to the surviving partner all of the right, title and interest of the deceased partner in and to the said partnership assets.

13. If and in the event any partner shall contemplate voluntarily entering bankruptcy or making any assignment or agreement for the benefit of his creditors, involving his interest in the partnership, said act shall constitute an offer to sell his interest in the partnership and said interest shall be valued as provided in paragraph 10 if said offer is accepted by the other partner.

14. All bank accounts of the partnership shall be carried in such bank or banks and be subject to such signature or signatures as may be determined from time to time by agreement of the partners.

15. All the books of the partnership shall be open for the inspection of the partners or their representatives at any time during business hours.

16. All notices provided for herein shall be in writing and sent to the last known address of the party to whom notice is to be given by United States certified mail, postpaid.

17. The right, duties and obligations of the parties hereto shall not be assigned or transferred without the written consent of the other party.

18. This Agreement executed in triplicate shall be binding on the parties hereto jointly and severally, their heirs, assigns, executors, administrators and trustees as though they had been mentioned throughout this agreement, and each executed copy hereof shall be deemed an original of such agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above mentioned.

WITNESS:

James B. Egeman

Thomas R. Wick (SEAL)
Thomas Wick

Richard Peters

Daniel Sankey (SEAL)
Daniel Sankey

FILED
M 1.28.04
DEC 10 2003

William A. Shaw
Prothonotary

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

THOMAS WICK,
Plaintiff,

v.

DANIEL SANKEY,
Defendant.

No. 00-1051-CD

FILED

SEP 13 2005

o/n: 4015
William A. Shaw

Prothonotary/Clerk of Courts

2 SENT TO ATT

COPY TO C/N

CASE NUMBER: 00-1051-CD

TYPE OF PLEADING: PRAECIPE TO LIST FOR NON-JURY TRIAL

FILED ON BEHALF OF: Plaintiff

COUNSEL FOR RECORD FOR THIS PARTY: R. Denning Gearhart, Esquire
Supreme Court ID#: 26540
207 East Market Street
Clearfield, PA 16830
814-765-1581

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS
TO THE PROTHONOTARY

CASE NUMBER: **00-1051-CD**

DATE PRESENTED: **September 13, 2005**

| | TYPE TRIAL REQUESTED | |
|---|--|--|
| Date Complaint Filed: August 25, 2000 | () jury (X) non-jury () arbitration | Estimated Trial Time 1/2 day |
| PLAINTIFF(S) Thomas Wick | () | Check Block |
| DEFENDANT(S) Daniel Sankey | () | if a Minor is a Party to the Case |
| ADDITIONAL DEFENDANT(S) _____ | () | |

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

n/a

n/a

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION
ORDERED:

More than

\$25,000.00

() yes (X) no

n/a

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

R. Denning Gearhart
FOR THE PLAINTIFF

Daniel Sankey/Pro Se
FOR THE DEFENDANT

FOR ADDITIONAL DEFENDANT

814-765-1581
TELEPHONE NUMBER

SCI Greensburg
724-837-4397
TELEPHONE NUMBER

TELEPHONE NUMBER

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

THOMAS WICK,
Plaintiff,

v.

DANIEL SANKEY,
Defendant.

No. 00-1051-CD

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a copy of the Praeceptum to List for Non-Jury Trial filed in the above-captioned matter on the Defendant, Daniel Sankey, by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Daniel Sankey, EL-6018
SCI Greensburg
RD10 Box 10
Greensburg, PA 15601

Date: **September 13, 2005**



R. Denning Gearhart, Esquire

CA

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

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NO. 00-1051-CD

FILED
013:39 CD
SEP 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

2 CC Any Gearhart
1 CC Def. - SCJ Greensburg
EL 6018

ORDER

NOW, this 20th day of September, 2005, relative the Praecept to List for Non-Jury Trial filed on September 13, 2005 on behalf of the Plaintiff, the Court notes as follows:

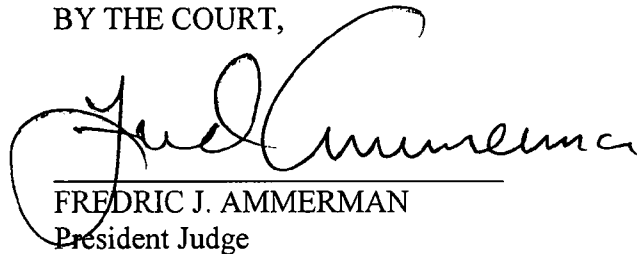
1. The Complaint was filed on August 25, 2000;
2. Plaintiff filed on July 23, 2001 a Motion for Summary Judgment;
3. Former Clearfield County President Judge John K. Reilly, Jr. issued an Opinion and Order granting the Motion for Summary Judgment and directing Judgment be entered in favor of Plaintiff. This constituted a final order in the case which was appealable as of right to the Superior Court;
4. Defendant, proceeding pro se, filed a Motion for Reconsideration on September 24, 2003. Judge Reilly did not rule on the Defendant's Motion.
5. The 30 day period in which to file an appeal to the Superior Court from Judge Reilly's Order granting Summary Judgment expired on October 10, 2003. No appeal was filed. This Court no longer has jurisdiction to rule on the Defendant's Motion for Reconsideration.
6. On October 22, 2003 the Defendant filed an Application to File Appeal Nunc Pro Tunc. Judge Reilly did not rule on the Defendant's Application.

7. From an examination of the Court file it is apparent that the case has been concluded. Accordingly, it is the ORDER of this Court as follows:

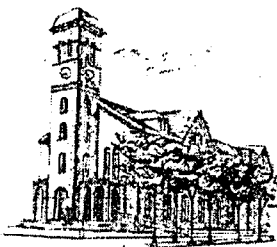
(a) The Defendant's Application to File Appeal Nunc Pro Tunc is hereby dismissed; and

(b) The Plaintiff's Praecipe to List for Non-Jury Trial is stricken.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Fred Ammerman", is written over a horizontal line. Below the line, the name "FREDRIC J. AMMERMAN" and the title "President Judge" are printed.

FREDRIC J. AMMERMAN
President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

_____ You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 X Plaintiff(s)/Attorney(s)

 X Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

:
:
: No. 00-1051-CD
:
:
:

CASE NUMBER: No. 00-1051-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: PETITION TO ENFORCE COURT ORDER

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED
01/3:38/01
MAR 16 2007

William A. Shaw
Prothonotary/Clerk of Courts
3 CC Atty Gearhart

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

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: No. 00-1051-CD
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RULE RETURNABLE

AND NOW, this 19 Day of March, 2007, upon consideration of the attached Petition to Enforce Court Order, a Rule is hereby issued upon DANIEL SANKEY, Respondent, to show cause why the Petition, should not be granted. Rule Returnable the 9th Day of April, 2007, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE 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's Office
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641

BY THE COURT


JUDGE

FILED 3cc

0121564
MAR 14 2007

Atty Gearhart

William A. Shaw
Prothonotary/Clerk of Courts

DATE 3/19/07

☒ You are responsible for serving all appropriate parties.

____ The Probationary's office has provided service to the following parties:

____ Plaintiff(s) ____ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ____ Defendant(s) Attorney

____ Special Instructions:

FILED

MAR 19 2007

William A. Shaw
Probationary/Clerk of Courts

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

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: No. 00-1051-CD
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PETITION TO ENFORCE COURT ORDER

AND NOW, comes Thomas Wick, Plaintiff in the above captioned matter, by and through his attorney, R. Denning Gearhart, Esq., who moves to enforce Court Order, and in support thereof avers as follows:

1. That the parties were involved in a partnership which involved the purchase, renovation and management of certain real estate properties, more specifically listed as follows:

(a) Hardware Store situate at 214 NW Fourth Avenue, Clearfield, Pennsylvania - Tax Map No. 4.1-K8-205-15 - Deed Book Vol. 1667/113

(b) 3 Lots in Woodward Township, Clearfield County, Pennsylvania - Tax Map #130-M14-384-00022 - Deed Book Vol. 1649/597.

(c) 91% interest in 87 acres situate in Morris Township, Clearfield County, Pennsylvania - Tax Map # 124-Q10-000-00050 - Deed Book Vol. 1650/547.

(d) Trailer & Lot situate in Lawrence Township, Clearfield County, Pennsylvania - Tax Map # 123-J09-269-00124 - Deed Book Vol. 1649/61.

(e) 2-Story Frame Dwelling and property situate at 160 Cedar Street, Renovo, Pennsylvania, and having County Parcel No. B-07-0017 - Instrument No. 20028966 (now Instrument No. 200700729).

2. Following Motion for Summary Judgment, the Honorable John K. Reilly, Jr., did on September 10, 2003, grant Plaintiff's Motion for Summary Judgment, and issued an Order finding that the partnership was dissolved and that the assets of the partnership could be purchased by the Plaintiff upon payment of a balance of Thirty-one Thousand Five Hundred Seventy-five (\$31,575.00) Dollars. A copy of that Order is attached as Exhibit "A".

3. That the Defendant is incarcerated for life, with no parole, in the State Correctional System upon his conviction for homicide.

4. Following Motion for Reconsideration, the lower Court made no decision.

5. That the Order of the Honorable Fredric J. Ammerman dated September 20, 2005, did affirm the Court's Order for Summary Judgment.

6. That since the Order of September 10, 2003, the Plaintiff has made additional payments toward the Defendant's share of the partnership as follows:

(a) 2003 - \$3519

(b) 2004 - \$3341

(c) 2005 - \$5,071

(d) 2006 - estimated \$4,901

7. That the real estate listed above needs to be titled in the name of Thomas Wick, solely, or as joint tenants with the person of his choosing.


8. That the Plaintiff is prepared to pay to the benefit of Daniel Sankey the sum of Fourteen Thousand Seven Hundred Forty-three and 00/100 (\$14,743.00) Dollars. upon assurances that those properties will be transferred into his name.

WHEREFORE, Plaintiff prays your Honorable Court:

(a) To issue a Rule upon the Defendant to show cause why the Court should not direct that the Court designee execute Deeds to the Plaintiff for these properties.

(b) To prepare at Plaintiff's expense the Deeds transferring the title to the above stated real estate into Thomas Wick (individually, or as joint tenants with a person of his choosing), and that Thomas Wick provide evidence of payment to Daniel Sankey or for Daniel Sankey's benefit of the sum of Fourteen Thousand Seven Hundred Forty-three and 00/100 (\$14,743.00) Dollars.

Respectfully submitted,



R. Denning Gearhart, Esq.
Attorney for Plaintiff

7

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

THOMAS WICK

-VS-

DANIEL SANKEY

No. 00 - 1051 - CD

OPINION AND ORDER

Plaintiff and Defendant above-named were engaged in a partnership subject to a partnership agreement dated March 30, 1995, and in that capacity are joint owners of various parcels of real estate located in Clearfield County. In November of 1999 Defendant was arrested and charged with criminal homicide. Following his conviction, he is currently serving a lengthy sentence in a state correctional institution.

In November, 1999, Defendant wrote to Plaintiff indicating his desire to dissolve the partnership and selling his one-half interest therein to the Plaintiff.

Pursuant to paragraph 10 of the partnership agreement, on April 13, 2000, counsel for Plaintiff wrote to Defendant's attorney advising him of Plaintiff's desire to terminate the partnership and offered to purchase Defendants one-half interest therein. Defendant failed to respond to Plaintiff's notice of intent to dissolve the partnership resulting in Plaintiff's filing of the instant action in equity seeking a remedy based on allegation of breach of written partnership agreement and dissolution of partnership. The matter is now before the Court on Plaintiff's Motion for Summary Judgment alleging that Defendant offered to sell his interest in the partnership and that Plaintiff accepted said offer.

This Court is satisfied that the terms and conditions of the partnership agreement concerning dissolution have been satisfied and that Plaintiff is entitled to have the partnership dissolved and make payment to the Defendant in the amount of 50% interest owned by said

Defendant. In calculating this, the Court notes that Plaintiff has obtained appraisals of the real estate establishing the sum of \$92,200 as an aggregate fair market value for said premises. From this amount must be subtracted the sum of \$22,000 representing existing mortgages thereon that must be satisfied, leaving a balance of \$70,200, one-half of which belongs to each party. From Defendant's share, however, must be subtracted the sum of \$3,000 representing money loaned to the partnership by Tom Wick and \$525 representing one-half of the money expended to have the real estate appraised, leaving a balance of \$31,575 due from Plaintiff to Defendant. As per paragraph 10 of the written agreement, payment shall be made within 15 years in quarterly installments without interest.

WHEREFORE, the Court enters the following:

ORDER

NOW, this 10th day of September, 2003, upon consideration of Plaintiff's Motion for Summary Judgment and briefs thereon, it is the ORDER of this Court that said Motion be and is hereby granted and summary judgment entered in favor of the Plaintiff and against the Defendant in accordance with the foregoing Opinion.

By the Court,

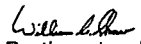
/s/ JOHN K. REILLY, JR.

President Judge

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

SEP 10 2003

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION No. 00-1051-CD

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

PETITION TO ENFORCE COURT ORDER

William A. Shaw
Prothonotary/Clerk of Courts

2007
MAR 16 AM
FILED

R. DENNING GEARHART
ATTORNEY AT LAW
CLEARFIELD, PA. 16830

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

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: No. 00-1051-CD
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:
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CASE NUMBER: No. 00-1051-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: CERTIFICATE OF SERVICE

FILED ON BEHALF OF: Plaintiff

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED
0 10:37a.m. 6K
MAR 21 2007 No CC
William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS WICK,
Plaintiff

vs.

DANIEL SANKEY,
Defendant

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: No. 00-1051-CD
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CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Petition to Enforce Court Order filed in the above captioned matter on the Defendant by depositing such documents in the United States Mail postage pre-paid and addressed as follows:

Daniel Sankey, EL-6018
SCI Greensburg
R.D. 10, Box 10
Greensburg, PA 15601



R. Denning Gearhart, Esq.
Attorney for Plaintiff

Dated: March 20, 2007

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

THOMAS WICK,

Plaintiff

vs.

DANIEL SANKEY,

Defendant

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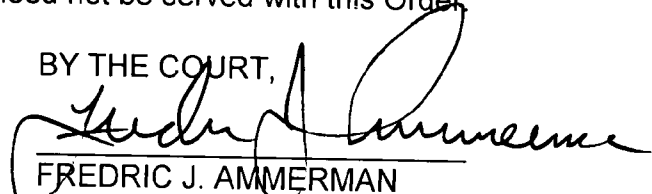
NO. 00-1051-CD

ORDER

NOW, this 4th day of June, 2007, upon receipt and review of the Petition to Enforce Court Order filed by the Plaintiff, it is the ORDER of this Court that a hearing on said Petition be and is hereby scheduled for the 13th day of June, 2007 at 2:30 p.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. Fifteen minutes has been reserved for this hearing.

As the Defendant did not respond to the Rule Returnable issued by the Court on the Plaintiff's Petition, the Defendant need not be served with this Order.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED
of 12:41/301
JUN 05 2007

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Atty Gearhart

CR

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

THOMAS WICK,
Plaintiff,

v.

DANIEL SANKEY,
Defendant.

No. 00-1051-CD

FILED
03:19:30
JUN 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

2007
Geeshart
(6K)

ORDER

NOW, this 13 day of June, 2007, the Court

FINDS and ORDERS as follows:

1. That the parties were business partners pursuant to a Partnership Agreement that has previously been made part of the record of this action.

2. That the parties, as a partnership, purchased and became named owners of certain real estate, descriptions of which have also been made part of the record and are contained in the proposed deed attached hereto.

3. That the Partnership Agreement provided for a procedure to dissolve the partnership. That dissolution required the payment of certain monies to one partner in exchange for a conveyance of the partnership assets to the Payee.

4. That the Defendant, Daniel Sankey, was convicted of homicide on or about November, 1999, and was sentenced to life in prison. That case is captioned

CP-17-02-877-1999 - Commonwealth vs. Daniel Sankey.

5. That because of the Defendant's failure to cooperate pursuant to the Partnership Agreement, Plaintiff commenced this action and the Honorable John K. Reilly, Jr. entered summery judgment for the Plaintiff and ordered that the Plaintiff pay

to the benefit of the Defendant the sum of \$31,575.00, and that the Defendant would deed over to the Plaintiff the real estate owned by the Partnership.

6. That the Defendant's failure to cooperate with Judge Reilly's Order, Plaintiff filed a Petition to Enforce Court Order and a Rule was issued upon the Defendant to show cause why the Order should not be granted.

7. That the Petition and Rule were served on the Defendant and a Certificate of Service has been filed of record.

8. That the Court is satisfied that service was made.

9. That despite service, the Defendant did not respond and therefore the Plaintiff's prayer is granted.

10. That based on prior payments asserted in the Petition to Enforce Court Order, Plaintiff still owes the Defendant the sum of \$14,743.00.

11. That the Plaintiff is prepared to pay that amount of money upon the execution of a deed conveying the real estate.

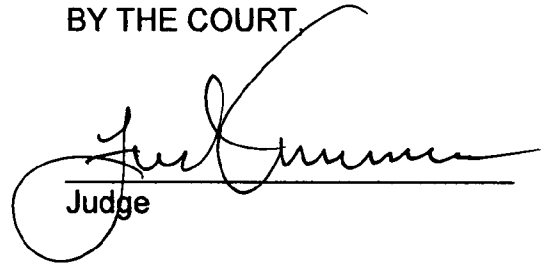
12. Inasmuch as the Defendant has not shown a willingness to cooperate, it is the ORDER of this Court that R. Denning Gearhart, attorney for the Plaintiff, prepare a deed to be signed by Chester A. Hawkins, Sheriff of Clearfield County, as court appointed proxy for the Defendant.

13. That this deed shall convey all of the rights and interest of Daniel Sankey, his heirs, successors and assigns.

14. That Attorney R. Denning Gearhart shall deduct the sum of \$400.00, and one-half of the transfer tax (^{\$ 147.43}~~\$157.88~~) from proceeds to be paid by the Plaintiff to the benefit of the Defendant. FSA

15. That the balance of the money owed by the Plaintiff to the Defendant shall be deposited and held with the Prothonotary of Clearfield County, who shall assess any fees or costs for this service from the money held by the Court.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge", is written over a horizontal line. The signature is stylized with a large, looping initial "J".

Judge

FILED

JUN 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/13/07

☒ You are responsible for serving all appropriate parties.

..... The Prothonotary's office has provided service to the following parties:

_____ Plaintiff(s) _____ Plaintiff(s) Attorney _____ Other

_____ Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

LAW OFFICE of R. DENNING GEARHART

6/13/2007 2:23 PM

Register: IOLTA First Commonwealth:Wick, Thomas > Sankey, Daniel

From 01/01/2007 through 06/13/2007

Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment C | Deposit | Balance |
|------------|----------|-------------------------|----------------------------|------------------|-----------|-----------|-----------|
| 06/13/2007 | | | 2050 - Client Trust Lia... | Deposit | | 15,204.18 | 15,204.18 |
| 06/13/2007 | To Print | Shaw, William, Prot... | 2050 - Client Trust Lia... | Wick<Sankey:... | 14,195.57 | | 1,008.61 |
| 06/13/2007 | To Print | Starck, Karen L., Re... | -split- | Wick<Sankey:f... | 327.36 | | 681.25 |
| | | | 2050 - Client Trust Lia... | Wick<Sankey: ... | -147.43 | | |
| | | | 2050 - Client Trust Lia... | Wick<Sankey: ... | -147.43 | | |
| | | | 2050 - Client Trust Lia... | Wick<Sankey: ... | -32.50 | | |
| 06/13/2007 | To Print | R. Denning Gearhart | -split- | | 681.25 | | 0.00 |
| | | | 2050 - Client Trust Lia... | Wick<Sankey:... | -400.00 | | |
| | | | 2050 - Client Trust Lia... | Wick<Sankey: ... | -281.25 | | |

R. Denning Gearhart

Attorney & Counselor At Law

207 East Market Street
Clearfield, PA 16830

814-765-1581
fax 814-765-8142

www.dgearhartpalaw.com
dgearhart@dgearhartpalaw.com

June 14, 2007

TO: PROTHONOTARY OF CLEARFIELD CO.

Re: Thomas Wick vs. Daniel Sankey – No. 00-1051-CD

FILED

JUN 18 2007

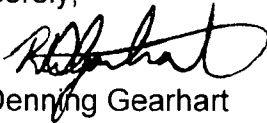
0/3:00/wr
William A. Shaw
Prothonotary/Clerk of Courts

Dear Mr. Shaw:

In accordance with an Order issued and filed with you on June 13, 2007, in the above captioned matter, I am herewith enclosing my Escrow Check #6208 in the amount of \$14,195.57, which is deposited with you on behalf of the Defendant in this case.

If you have any questions, please call me.

Sincerely,



R. Denning Gearhart

RDG:kar
Enclosure

Date: 06/18/2007
Time: 11:57 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1919428
Page 1 of 1

Received of: Prothonotary (Poundage) \$ 161.96

One Hundred Sixty-One and 96/100 Dollars

| Case: 2000-01051-CD | Defendant: Thomas Wick vs. Daniel Sankey | Amount |
|---------------------|--|--------|
| Misc Fee | | 161.96 |
| Total: | | 161.96 |

Check: 1210

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: BILLSHAW

161.96
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

R. DENNING GEARHART ESQ.
IOLTA ESCROW ACCOUNT
207 EAST MARKET STREET
CLEARFIELD, PA 16830
(814) 765-1581

FIRST COMMONWEALTH
CLEARFIELD, PA 16830

60-682/433

6208

6/13/07

PAY TO THE
ORDER OF

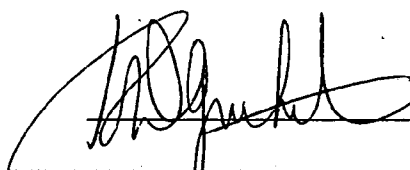
William Shaw, Prothonotary of Clearfield County

\$ 14,195.57

Fourteen Thousand One Hundred Ninety-five and 57/100 *****

DOLLARS

Re: Daniel Sankey -#00-1051-CD
MEMO Thomas Wick vs. Daniel Sankey
Deposit for Defendant



AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

⑈006208⑈ ⑆043306826⑆ 16 4485701 9⑈

Details on back

Security Features Included

SAFEGUARD SECURE
SAFEGUARD SECURE

CLEARFIELD COUNTY PROTHONOTARY 7-83

ALLEN D. BIETZ
ESCROW ACCOUNT
P.O. BOX 549
CLEARFIELD, PA 16830

1211

60-629/313

JUNE 12 2007

PAY
TO THE
ORDER OF

CLEARFIELD BANK & TRUST CO.

\$14,033.61

FOURTEEN THOUSAND THIRTY-THREE AND 61/100 DOLLARS



Main Office
11 North 2nd Street
Clearfield, PA 16830

IMMA

[Signature]

FOR 00-1051-00 ESCROW ACCT.

⑆031306294⑆ 1 2 26577 211 1211

Date: 06/18/2007

Clearfield County Court of Common Pleas

NO. 1919423

Time: 10:06 AM

Receipt

Page 1 of 1

Received of: R. Denning Gearhart, Esq.

\$ 14,195.57

Fourteen Thousand One Hundred Ninety-Five and 57/100 Dollars

Plaintiff: Thomas Wick vs. Daniel Sankey

| Case | Litigant type | Amount |
|------|---------------|--------|
|------|---------------|--------|

| | | |
|---------------|-----------|--|
| 2000-01051-CD | Plaintiff | |
|---------------|-----------|--|

| | | |
|---------------|--|--|
| Trust account | | |
|---------------|--|--|

| | | |
|--|--|-----------|
| | | 14,195.57 |
|--|--|-----------|

| | | |
|--------|--|-----------|
| Total: | | 14,195.57 |
|--------|--|-----------|

| | |
|--------------|------|
| Balance due: | 0.00 |
|--------------|------|

Check: 6208

Payment Method: Check

Amount Tendered: 14,195.57

Change Returned: 0.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Cou

By: _____

Deputy Clerk

VARIABLE RATE CERTIFICATE OF DEPOSIT RECEIPT

CLEARFIELD BANK & TRUST COMPANY
MAIN OFFICE
11 N. SECOND ST, P O BOX 171
CLEARFIELD, PA 16830

A Variable Rate Certificate of Deposit Account was issued in the following title:

CLEARFIELD COUNTY PROTHONOTARY
WILLIAM SHAW PROTHONOTARY
NO 00 1051 CD
PO BOX 549

CLEARFIELD PA 16830-0549

Social Security Number: 256-00-1024

Variable Rate Certificate of Deposit Account Number: 81152155

Opening date of account: 06/18/07

Opening deposit amount: \$14,033.61

The account evidenced by this receipt is subject to and further explained in the account disclosures provided to you with this new account.

THANK YOU FOR BANKING WITH CLEARFIELD BANK & TRUST COMPANY.



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

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
PHONE: (814) 765-2641
FAX: (814) 765-7649
courtadmin@clearfieldco.org

DANIEL J. NELSON, J.D.
DISTRICT COURT ADMINISTRATOR

RONDA WISOR
DEPUTY COURT ADMINISTRATOR

June 15, 2007

Mr. Daniel Sankey
DOC # EL-6018
R.D. #10, Box 10
Route 119, South
Greensburg, PA 15601

*Mr Shaw -
Please file
w/ this case.
DF*

Re: Wick v. Sankey Final Disposition and Sums
No.: 00-1051-CD

Dear Mr. Sankey:

I write you today, sir, to both advise you of certain developments relative the above-referenced civil matter and to request from you a response.

As you are likely aware, you were named as a party defendant in a civil action, Thomas Wick v. Daniel Sankey, No. 00-1051-CD, filed in this Court. In essence, this action was brought to resolve a partnership in which you had an interest. On June 13, 2007, that matter was resolved, judgment was entered, and an Order of Court, signed by President Judge Ammerman, was filed. I am providing you a copy of Judge Ammerman's Order for your purposes and reference.

Mr. Sankey, you will note that in Judge Ammerman's Order the Plaintiff, Mr. Wick, was directed to pay to you the sum of \$14,743.00. Since this sum is owed to you, I am requesting that you advise me, one way or the other, where you would like this sum sent. Until I hear from you, I am required to deposit this sum with the Clearfield County Prothonotary, William A. Shaw, who will hold it in escrow until we receive direction from you.

Finally, I must advise you also that, because you still owe \$1,078.77 in costs and fines to Clearfield County, resulting from your criminal prosecution in Commonwealth v. Daniel Sankey, CP-17-CR-877-1999, this amount will be deducted from the \$14,743.00 to satisfy the amount outstanding. I have enclosed a statement, produced by the Adult Probation Department, Costs and Fines Division, showing your outstanding amount for your reference.

Mr. Sankey, thank you, in advance, for your prompt attention to the matters outlined in this letter. It is important that I hear from you within thirty (30) days as to how you would like the sum of money delivered to you. If you have any questions or concerns, please feel free to contact or write my office. I assure you a prompt reply will follow.

Very truly yours,

**Daniel J. Nelson
Court Administrator**

**cc: Hon. Fredric J. Ammerman, P.J.
William A. Shaw, Prothonotary
Ronda J. Wisor, Deputy Court Administrator
file**

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

THOMAS WICK
Plaintiff

vs.

DANIEL SANKEY,
Defendant

*
*
*
*
*

NO. 2000-1051-CD

FILED

APR 11 2013

William A. Shaw
Prothonotary/Clerk of Courts
CENT TO RTH

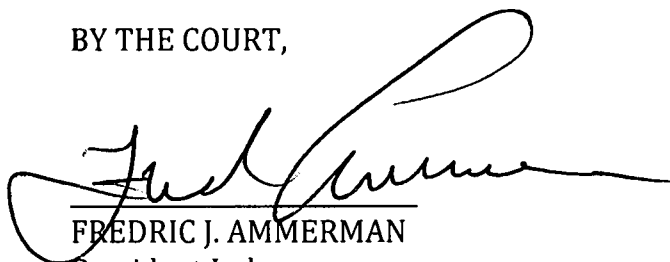
ORDER

NOW, this 11th day of April, 2013, the Court notes and ORDERS as follows:

1. By Order of June 13, 2007 the Plaintiff was required to deposit the amount of \$14,195.57 with the Prothonotary. This amount represented the Defendant's award for his interest in real estate to be transferred to the Plaintiff. The Plaintiff did deposit the funds.
2. The said Order required the Sheriff, as proxy for the Defendant, to sign a deed conveying all right, title and interest of the Defendant in and to the property in question.
3. That deed, dated June 14, 2007 was duly executed by the Sheriff as Grantor to Thomas R. Wick and Barbara A. Wick and is recorded in the Office of the Recorder of Deeds as Instrument number 200710435.
4. As permitted by law, the Prothonotary removed the amount of \$161.96 from the account as a poundage fee, leaving \$14,033.61 in escrow.
5. Accordingly, the Defendant is entitled to the remaining monies deposited with the Prothonotary. However, the Defendant also owes the amount of \$1,087.77 to Clearfield County as a result of his criminal conviction for 1st Degree Murder in case number CP-17-CR-877-1999. This amount shall be deducted from the amount held by the Prothonotary.

6. Therefore, it is the ORDER of this Court that the Prothonotary cause the amount of \$1,078.77 to be paid to the Adult Probation Office – Collections Division on the Defendant's behalf. The remaining funds of \$12,954.84, plus accrued interest, shall be sent to the Defendant at the address of: Daniel I. Sankey, Inmate #EL 6018, SCI Houtzdale, PO Box 1000, Houtzdale, PA 16698-1000.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED
APR 11 2013
William A. Straw
Prothonotary/Clerk of Courts

D. Savin

SCT

Houtman

Stu
Second
Crawford

612
W. 16301
pt-
City

Clearfield County Court of Common Pleas

NO. 0020539

DISBURSEMENT

Friday, April 12, 2013

Paid to: Daniel I. Sankey #EL 6018

\$13504.73

SCI Houtzdale

Houtzdale PA 16698-1000

Thirteen Thousand Five Hundred Four and 73/100 Dollars

Case: 2000-01051-CD

Plaintiff: Thomas Wick vs. Daniel Sankey

For: Trust

13504.73 William A. Shaw, Prothonotary/Clerk of Courts

By: _____

Deputy Clerk

Clerk: BILL SHAW

NOT NEGOTIABLE

Clearfield County Court of Common Pleas

NO. 0020539

DISBURSEMENT

Friday, April 12, 2013

Paid to: Daniel I. Sankey #EL 6018

\$13504.73

SCI Houtzdale

Houtzdale PA 16698-1000

Thirteen Thousand Five Hundred Four and 73/100 Dollars

Case: 2000-01051-CD

Plaintiff: Thomas Wickvs.Daniel Sankey

For: Trust

13504.73 William A. Shaw, Prothonotary/Clerk of Courts

By: _____

Deputy Clerk

Clerk: BILLSHAW

NOT NEGOTIABLE

Clearfield County Court of Common Pleas

NO. 0020538

DISBURSEMENT

Friday, April 12, 2013

Paid to: Adult Probation Office-Collections

\$1078.77

Clearfield County

PA 16830

One Thousand Seventy-Eight and 77/100 Dollars

Case: 2000-01051-CD

Plaintiff: Thomas Wickvs.Daniel Sankey

For: Trust

1078.77 William A. Shaw, Prothonotary/Clerk of Courts

By: _____

Deputy Clerk

Clerk: BILLSHAW

NOT NEGOTIABLE

CLEARFIELD COUNTY PROTHONOTARY

WILLIAM A. SHAW, PROTHONOTARY
ESCROW ACCOUNT
P.O. BOX 549
CLEARFIELD, PA 16830

1435

DATE April 12, 2013

60-629-313

PAY
TO THE
ORDER OFAdult Probation Office-Collection Division\$ 1,078.77One Thousand Seventy-Eight and -----77/100

DOLLARS

Security Features
Included
Details on Back.

IMMA



Main Office
11 North 2nd Street
Clearfield, PA 16830

FOR Per Court Order 2000-1051-CD

MP

⑈001435⑈ ⑆031306294⑆ 1 2 26577 2⑈

CLEARFIELD COUNTY PROTHONOTARY

WILLIAM A. SHAW, PROTHONOTARY
ESCROW ACCOUNT
P.O. BOX 549
CLEARFIELD, PA 16830

1436

VOID 60 DAYS FROM
ISSUED DATEDATE April 12, 2013

60-629-313

PAY
TO THE
ORDER OFDaniel I. Sankey\$ 13,504.73Thirteen Thousand Five Hundred Four and 73/100-----

DOLLARS

Security Features
Included
Details on Back.

IMMA



Main Office
11 North 2nd Street
Clearfield, PA 16830

FOR As per Court Order 2000-1051-CD

MP

⑈001436⑈ ⑆031306294⑆ 1 2 26577 2⑈