

01-806-C
DOUGLAS L. McCLELLAN et al -vs- GEORGE SMITH et al

of Clearfield County, PA

JUDICIAL DISTRICT

46

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01-806-CO

NOTICE OF APPEAL

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

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
Windsor Insurance Group		46-3-03	
ADDRESS OF APPELLANT		CITY STATE ZIP CODE	
11700 Great Oaks Way		Altharetta	GA 30022
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
5-14-01	Douglas L. McClellan vs. George Smith (Defendant)		
CLAIM NO.	and Windsor Insurance Group		
CV 19-0000103-01		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
LT 19		<i>Ronald A. Bell, Atty</i>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			
<p>Signature of Prothonotary or Deputy</p>			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Douglas L. McClellan, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 01-806-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Ronald A. Bell, Atty
Signature of appellant or his attorney or agent

RULE: To Douglas L. McClellan, appellee(s).
(Name of appellee(s))

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

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

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

Date: May 29, 2001

William A. Shaw
Signature of Prothonotary or Deputy

FILED

~~May 29 2001~~
01/04/01 Atty
William A. Shaw
Prothonotary
Bell pd \$ 80.00
CC Atty Bell

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____, on
_____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19_____, by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

Handwritten signature

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Distr. No.:

46-3-03

DJ Name: Hon.

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

16847-0000

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

NAME and ADDRESS
MCCLELLAN, DOUGLAS L.
R.R.1 BOX 383
PHILIPSBURG, PA 16866

NAME and ADDRESS

DEFENDANT:

NAME and ADDRESS
SMITH, GEORGE, ET AL.
406 LOCHLONOND RD.
% LINDA JENKINS
PHILIPSBURG, PA 16866

NAME and ADDRESS

Docket No.: CV-0000103-01
Date Filed: 4/30/01

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) MCCLELLAN, DOUGLAS L.

Judgment was entered against: (Name) WINDSOR INSURANCE GROUP

in the amount of \$ 540.50 on: (Date of Judgment) 5/14/01

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Levy is stayed for _____ days or generally stayed. _____

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

Amount of Judgment	\$ 494.00
Judgment Costs	\$ 46.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 540.50

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

Certified Judgment Total	\$ _____
--------------------------	----------

Date:	Place:
Time:	

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

5-14-01 Date M. Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.	
5/22/01 Date	<u>M. Rudella</u> , District Justice

My commission expires first Monday of January,

2006

SEAL

of Clearfield County, PA
JUDICIAL DISTRICT

46

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

01-806-CC

NOTICE OF APPEAL

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

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.	
Windsor Insurance Group	46-3-03	
ADDRESS OF APPELLANT	CITY	STATE ZIP CODE
11700 Great Oaks Way	Altharetta	GA 30022
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	
5-14-01	Douglas L. McClellan	
vs	George Smith (Defendant)	
CLAIM NO.	and Windsor Insurance Group	
CV 19-0000103-01	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
LT 19	<i>Richard A. Sill, Atty</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a

U.S. Postal Service

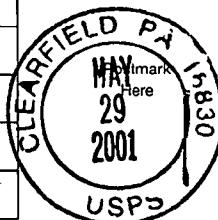
CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

Postage	\$.34
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.24
Recipient's Name (Please Print Clearly) (to be completed by mailer)	
Michael A. Rudella, District J.	
Street, Apt. No.; or PO Box No. Mountain View Plaza	
P.O. Box 210	
City, State, ZIP+4	
Kylertown, PA 16847-0000	

PS Form 3800, February 2000 See Reverse for Instructions



RULE TO FILE COMPLAINT AND RULE TO FILE

DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice, served upon appellee):

, appellee(s), to file a complaint in this appeal

) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Richard A. Sill, Atty Signature of appellant or his attorney or agent

, appellee(s).

Richard A. Sill, Atty Signature of appellant or his attorney or agent

, appellee(s).

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

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

Mail is the date of mailing.

Signature of Prothonotary or Deputy

Postage	\$.34
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.24
Recipient's Name (Please Print Clearly) (to be completed by mailer)	
Douglas L. McClellan	
Street, Apt. No.; or PO Box No.	
R.R.#1, Box 383	
City, State, ZIP+4	
Philipsburg, PA 1686	

PS Form 3800, February 2000 See Reverse for Instructions



IMPORTANT: Save
receipt is not
valid if postmark
date at the post
office is later
than the date of
mailing.

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

MAY 29 2001

Attn:

William R. Brown
Prothonotary

COURT FILE

01-806-CD

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 01-806-CD, upon the District Justice designated therein on
(date of service) 5/29/01, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Douglas L. McClellan, on
5/29/01, 1901 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on 5/29/01, 1901 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 29th DAY OF May 2001

Richard A. Bell

Signature of affiant

Sandra A. Irwin

Signature of official before whom affidavit was made

Notary

Title of official

My commission expires on 10

NOTARIAL SEAL	
SANDRA A. IRWIN, Notary Public	
Clearfield Boro, Clearfield County, PA	
My Commission Expires, June 3, 2001	

FILED

MAY 30 2001

013:03 no. 5
William A. Shaw
Prothonotary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

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

Telephone: **(814) 345-6789**

16847-0000

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **NAME and ADDRESS**

MCCLELLAN, DOUGLAS L.
R.R.1 BOX 383
PHILIPSBURG, PA 16866

VS.

DEFENDANT: **NAME and ADDRESS**

SMITH, GEORGE, ET AL.
406 LOCHLOMOND RD.
% LINDA JENKINS
PHILIPSBURG, PA 16866

Docket No.: **CV-0000103-01**

Date Filed: **4/30/01**



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

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

01-806-CO

Judgment was entered for: (Name) **MCCLELLAN, DOUGLAS L.**

Judgment was entered against: (Name) **WINDSOR INSURANCE GROUP**

in the amount of \$ **540.50** on: (Date of Judgment) **5/14/01**

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

Damages will be assessed on: _____

This case dismissed without prejudice. JUN 06 2001
01315pm
William A. Shaw
Prothonotary

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

Levy is stayed for _____ days or generally stayed.

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

FILED

Amount of Judgment	\$ 494.00
Judgment Costs	\$ 46.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 540.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

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

5-14-01 Date *M. Rudella*, District Justice

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

5/22/01 Date *M. Rudella*, District Justice

My commission expires first Monday of January,

2006

SEAL

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

McCLELLAN, DOUGLAS, L : CIVIL ACTION LAW
R.R. 1 BOX 383 :
PHILIPSBURG, PA. 16866 :
APPELLEE : COMMON PLEAS
VS. : DOCKET NO.
SMITH, GEORGE, et al. : 01-806-00
406 LOCHLOMOND RD. :
c/o LINDA JENKINS : TYPE OF PLEADING
WINDSOR INSURANCE GROUP : COMPLAINT
c/o BRAD VINSON :
4828 PARK PLAZA, SUITE 270 :
CHARLOTTE, NC. 28217 :
APPELLANT :
:

COMPLAINT

AND NOW, comes your Appellee, Douglas L. McClellan, through and by himself, pro se, under the directive from the Prothonotary of Clearfield County, which entered a "rule as of course" upon your Appellee to file a complaint within (20) days after service of the rule or suffer entry of a judgment of non pros pursuant to Pa. R.C.P.J.P. Rule 1004. B., your Plaintiff/Appellee avers the following in support thereof:

FILED

JUN 08 2001

William A. Shaw
Prothonotary

1. The plaintiff is an adult individual whose address is R.R. 1 Box 383, Philipsburg, Pa. 16866.

2. Defendant's are:

(a) George Smith, 406 Lochlomond Rd., c/o Linda Jenkins, Philipsburg, Pa. 16866

(b) Windsor Insurance Group, c/o Brad Vinson, 4828 Park Plaza, Suite 270, Charlotte, NC. 28217

3. On March 21, 2001, at approximately 4:38 P.M. the plaintiff was traveling home from work on South State Route 53 (New Liberty).

4. Suddenly, the vehicle the plaintiff was driving became impacted from the rear.

5. The plaintiff observed a Ford Taurus spinning out of control after impact.

6. Following the observation of the operator of the Ford Taurus to make sure he was not injured, the plaintiff requested identification and an insurance card.

7. The plaintiff learned that this identity is George Smith, operating a rented Ford Taurus.

8. Mr. Smith provided the plaintiff with an insurance card and listing of the rental agency.

9. Immediately upon arriving home the plaintiff contacted his own insurance carrier, Erie Insurance, Hrenko Agency.

10. The plaintiff then made a second telephone call to contact the Woodland State Police Barracks.

11. The officer at the State Police Barracks in Woodland was informed of the accident by the plaintiff.

12. The State Police officer advised the plaintiff, in consideration with the absence of injuries, but also, that the vehicles were able enough to be driven away, the State Police would not investigate this accident, and added that the officers were busy elsewhere.

13. A grace period of (7) days had elapsed since the accident, during which time no attempt was made

by the defendants named herein to contact the plaintiff.

14. On March 28, 2001, the plaintiff contacted the rental agency from which George Smith rented the Ford Taurus to inquire as to the status of his claim.

15. The rental agency referred the plaintiff to Progressive Insurance, specifically, to agent Martin Zabecko.

16. Insurance agent Martin Zabecko referred the plaintiff to agent Tom Young of Altoona Windsor Insurance.

17. Agent Tom Young informed the plaintiff that George Smith canceled his insurance policy on March 25, 2001, with no report of an accident.

18. Agent Tom Young referred the plaintiff to Windsor Insurance Claim Service, Claim agent Brad Vinson.

19. Subsequently, the plaintiff contacted claim agent Brad Vinson on several occasions in hopes of reaching a resolution for the damage sustained to his vehicle during the accident so that repairs could be made, each attempt was to no avail.

20. The plaintiff contacted George Smith at his mother's residence and advised him to call Windsor Insurance claim service and speak to Brad Vinson.

21. George Smith proceeded to put his mother on the phone, Mrs. Jenkins.

22. Mrs. Jenkins informed the plaintiff to file a suit because her son only receives \$321.00 dollars per month SSI and cannot pay for the damages.

23. Road conditions on March 21, 2001 were heavy slush.

24. The defendant(s) known or should have known to reduce speed and/or drive with caution.

25. As a direct result of defendant's failure to do so, a collision ensued.

26. Defendant violated applicable safety provisions set forth by the Pa. Department of Transportation regarding precaution while driving during inclement road conditions.

27. As a direct result, the plaintiff sustained

damages to his vehicle as follows: (See Appendix, Exhibit A).

28. On April 30, 2001, the plaintiff filed an original complaint pursuant to a Civil Action Lawsuit. (See Appendix, Exhibit B).

29. On May 14, 2001, following a hearing, the Honorable District Justice Court entered a judgment against the defendant(s) (See Appendix, Exhibit C).

30. During the hearing the defendant(s) conceded to the aforementioned information contained in the plaintiff's complaint.

31. As previously cited herein, paragraph #17, Agent Tom Young attempted to justify not paying for the repairs simply because George Smith canceled the insurance policy on March 25, 2001.

32. There is no dispute that George Smith had a then existing binding contract with Windsor Insurance Group and/or a designated agent thereof.

33. Therefore, and by defendant's own admission, on March 21, 2001, the date of the accident, the insurance policy was then currently in effect.

34. The legal basis for the plaintiff to recover for damages as a matter of law, is subsumed within the framework of a unilateral contract, of which the defendant(s) agreed to carry the burden of liability.

35. It has been well established law in both State and Federal jurisprudence that a unilateral contract is enforceable in a court of law.

36. A unilateral contract is one in which there is a promise on one side only, where the consideration is executed on one side and executory on the other.

37. Thus, Windsor Insurance Group promises to insure George Smith's vehicle if George Smith pays a certain amount, there is no obligation upon George Smith to pay the amount, but if George Smith paid the amount, he obtains the promise from Windsor Insurance Group to insure his vehicle. The contract is executed as to George Smith and executory as to Windsor Insurance Group.

38. Admittedly so, this contract did not terminate until (4) days after the collision, thus, the defendant(s) are liable for any damages incurred by George Smith's vehicle.

39. Lastly, your plaintiff would like to incorporate in this complaint the frivolous nature of the defendant's appeal.

40. Your plaintiff only seeks the cost of damage plus any cost incurred, however, the plaintiff is unlettered in the law and would be forced to hire an attorney should this case proceed, at which time your plaintiff will seek full attorney reimbursement, plus incidental damages.

41. The following exhibits are appended hereto and are fully incorporated in this complaint, and will be offered as evidence at the arbitration hearing.

42. In addition to the amount plaintiff was previously awarded, the plaintiff has incurred additional cost as follows:

- (a) Certificate of Readiness
 filing fee - \$20.00.
- (b) Certified Mail - \$4.00.
- (c) Loss of days wages to attend
 arbitration hearing \$146.96.

TOTAL - \$170.96

(43). The previous judgment against the defendants was a total amount of \$540.50 (Five Hundred Forty dollars and fifty cents).

44. Including the current cost your plaintiff has suffered brings the grand total loss of \$711.46 (Seven Hundred-Eleven dollars and forty-six cents).

45. The additional cost incurred by the plaintiff was a direct result of the defendant(s) filing a frivolous appeal.

WHEREFORE, and for all of the aforementioned reasons, your plaintiff, Douglas L. McClellan, respectfully moves for a judgment against the defendant(s) for damages sustained in the accident of \$494.00 (Four Hundred Ninety Four dollars), court cost which your plaintiff has previously incurred (See Appendix, Exhibit D) of \$46.50 (Forty-Six dollars and fifty cents) as well as the additional instant costs incurred by the plaintiff as previously indicated, for a grand total of \$711.46 (Seven Hundred-Eleven dollars and forty-six cents).

(43). The previous judgment against the defendants was a total amount of \$540.50 (Five Hundred Forty dollars and fifty cents).

44. Including the current cost your plaintiff has suffered brings the grand total loss of \$711.46 (Seven Hundred-Eleven dollars and forty-six cents).

45. The additional cost incurred by the plaintiff was a direct result of the defendant(s) filing a frivolous appeal.

WHEREFORE, and for all of the aforementioned reasons, your plaintiff, Douglas L. McClellan, respectfully moves for a judgment against the defendant(s) for damages sustained in the accident of \$494.00 (Four Hundred Ninety Four dollars), court cost which your plaintiff has previously incurred (See Appendix, Exhibit D) of \$46.50 (Forty-Six dollars and fifty cents) as well as the additional instant costs incurred by the plaintiff as previously indicated, for a grand total of \$711.46 (Seven Hundred-Eleven dollars and forty-six cents).

AND, your plaintiff shall forever pray,

On this 8th day of June, 2001.

By: 

Douglas L. McClellan
Plaintiff
R.R. 1 Box 383
Philipsburg, Pa.
16866

(END)

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

MCCLELLAN, DOUGLAS, L.	:	
R.R. 1 BOX 383	:	CIVIL ACTION LAW
PHILIPSBURG, PA. 16866	:	
APPELLEE	:	COMMON PLEAS
VS.	:	DOCKET NO.
SMITH, GEORGE, et al.	:	01-806-00
406 LOCHLONOND RD.	:	
c/o LINDA JENKINS	:	ORIGINAL COMPLAINT FILED
PHILIPSBURG, PA. 16866	:	
WINDSOR INSURANCE GROUP	:	DISTRICT JUSTICE 46-3-03
c/o/BRAD VINSON	:	
4828 PARK PLAZA, SUITE 270	:	HONORABLE MICHAEL A. RUDELLA
CHARLOTTE, NC. 28217	:	
APPELLANT	:	DOCKET NO. CV-0000103-01 OF 4/30/01

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 (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you.

You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or

FILED

JUN 08 2001

William A. Shaw
Prothonotary

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
230 EAST MARKET STREET
CLEARFIELD, PA. 16830
(814) 765-2641, EXT. 32

On this 6th day of
June, 2001.

BY: 
Douglas L. McClellan
Appellee
R.R. 1 Box 383
Philipsburg, Pa.
16866

Law Office
Bell, Silbertblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, Pa. 16830
Attorney for defendant(s)

(END)

Bills as Evidence in Arbitration Hearings

Pursuant to Local Rule 1306 (a) (6)

NOTICE is Hereby Given:

**That the following evidence, witnesses, and documents will
be entered into evidence.**

By: Douglas L. McClellan

Douglas L. McClellan
Plaintiff:

On this 8th day of
May, 2001

FILED

JUN 08 2001

William A. Shaw
Prothonotary

Witnesses:

**Dixon Auto Body
c/o Chalmer Dixon
South Center Dr.
Philipsburg, Pa. 16866
814-342-0162**

**Rent -A-Wreck
1501 Atherton St.
State College, Pa. 16803
814-234-2817**

Exhibit - A

Dixon Auto Body Statement of Estimate

Exhibit - B

Original Civil Complaint

Exhibit - C

Notice of Judgement

Exhibit - D

Receipt of Payment (Court Costs)

**Notice of Appeal:
Precipe to enter rule to file
complaint and rule to file.**

**In The Court Of Common Pleas
County of Clearfield
Pennsylvania**

Civil Action Law

APPENDIX

Page No.

Exhibit	A	1 - 2
Exhibit	B	3 - 4
Exhibit	C	5
Exhibit	D	6

FILED

JUN 08 2001

William A. Shaw
Prothonotary

05/14/2001 at 01:57 PM
30195

Job Number:

DIXON AUTO BODY

License #:144249 Federal ID #:251348443

HAVE A GREAT DAY, AND SMILE

SOUTH CENTRE ST.

PHILIPSBURG, PA 16866

(814)342-0162 Fax: (814)342-3036

PRELIMINARY ESTIMATE

Written by: CHALMER DIXON #3000352

Adjuster:

Insured:

Claim #

Owner: DOUGLAS MCCELLAN

Policy #

Address: R R 1 BOX 383

Deductible:

PHILIPSBURG, PA 16866

Date of Loss:

Evening: (814)342-6273

Type of Loss: Liability

Point of Impact: 6. Rear

Inspect

Location:

Insurance

Company:

Days to Repair

1988 FORD F150 4X4 STYLESIDE 8-5.0L-FI 2D LONG BLACK Int:

VIN: 2FTEF14N4JCA49163 **Lic:** YFC4016 **PA Prod Date:** **Odometer:** 144345

Dual Mirrors Clear Coat Paint Power Steering

Power Brakes Automatic Transmission Styled Steel Wheels

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		REAR BUMPER				
2		O/H rear bumper w/chrome				1.3
3		Repl Step bumper chrome	1	307.23		Incl.
4		R&I RT Pad upper w/o chrome				0.3
5		R&I LT Pad upper w/chrome				Incl.
6		R&I LT Pad lower w/chrome				Incl.
7		Repl RT Step bumper mount bracket o	1	6.47		

05/14/2001 at 01:57 PM
30195

Job Number:

PRELIMINARY ESTIMATE
1988 FORD F150 4X4 STYLESIDE 8-5.0L-FI 2D LONG BLACK Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
8		Repl LT Step bumper mount bracket o	1		6.47		
9		Repl RT Step bumper mount bracket i	1		11.53		
10		Repl LT Step bumper mount bracket i	1		11.55		
11		WHEELS					
12	O	Repl Trim ring w/o styled wheel	1		55.15		
13#	RUST	PROTECTION	1		4.00	T	
				Subtotals ==>	402.40	1.6	0.0

Parts	398.40	
Body Labor	1.6 hrs @ \$ 34.00/hr	54.40
Sublet/Misc.	4.00	
 SUBTOTAL	\$ 456.80	
Sales Tax	\$ 456.80 @ 6.0000%	27.41
 GRAND TOTAL	\$ 484.21	

ADJUSTMENTS:

Deductible	0.00
 CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$ 484.21

COMMUNICATING JUDGMENT FORM
COUNTY OF: CLEARFIELD

Msc. Dkt. No:

46-3-03

Officer Name:

Michael A. RUDELLA
 Address: Mountain View Plaza
 P.O. Box 210
 Kylertown, PA
 Telephone: (814) 345-6789

16847-0000

DEFENDANT:

Windsor Ins. Group
 % Brad Vinson 270
 4828 Park Plaza- Suite
 Charlotte, NC 28217

	AMOUNT	DATE PAID
FLING COSTS \$	<u> </u>	<u> </u>
SERVING COSTS \$	<u> </u>	<u> </u>
TOTAL \$	46.50	4/30/01

PLAINTIFF

NAME and ADDRESS

Douglas L. McClellan
 R.R.1 Box 383
 Philipsburg, PA 16866

Exhibit
B

VS.

DEFENDANT:

NAME and ADDRESS

Goerge Smith
 % Linda Jenkins
 406 Lochlomond Rd.
 Philipsburg, PA 16866

Docket No.:

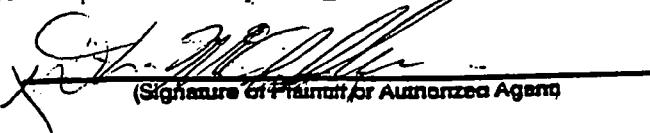
Date Filed: CV-103-01
 4-30-01



TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 494.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Damage to 1988 Ford F-150, which was rear-ended on March 21, 2001 at 4:38 PA on SR 53N.

I, Douglas L. McClellan 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. S.C.A. §4904) related to knowing 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.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

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

Telephone: **(814) 345-6789**

16847-0000

**CIVIL ACTION
HEARING NOTICE**

PLAINTIFF:

NAME and ADDRESS

MCCLELLAN, DOUGLAS L.
R.R.1 BOX 383
PHILIPSBURG, PA 16866

VS.

DEFENDANT:

NAME and ADDRESS

SMITH, GEORGE, ET AL.
406 LOCHLOMOND RD.
% LINDA JENKINS
PHILIPSBURG, PA 16866

DOUGLAS L. MCCLELLAN
R.R.1 BOX 383
PHILIPSBURG, PA 16866

Docket No.: **CV-0000103-01**
Date Filed: **4/30/01**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date:	5/14/01	Place: DISTRICT COURT 46-3-03
Time:	11:00 AM	MOUNTAIN VIEW PLAZA P.O. BOX 210 KYLERTOWN, PA 16847-0000

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above phone 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.

NOTICE TO PLAINTIFF

If the defendant enters a Notice of Intent to Defend, you will be notified of the date and time of the scheduled hearing and must appear.

If you are disabled and require assistance, please contact the Magisterial District office at the address above.

DATE PRINTED: 4/30/01

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

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

Telephone: **(814) 345-6789**

16847-0000

DOUGLAS L. MCCLELLAN
R.R.1 BOX 383
PHILIPSBURG, PA 16866

Exhibit C
**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS
MCCLELLAN, DOUGLAS L.
R.R.1 BOX 383
PHILIPSBURG, PA 16866

DEFENDANT:

NAME and ADDRESS
SMITH, GEORGE, ET AL.
406 LOCHLOMOND RD.
% LINDA JENKINS
PHILIPSBURG, PA 16866

VS.

Docket No.: **CV-0000103-01**
Date Filed: **4/30/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **MCCLELLAN, DOUGLAS L.**

Judgment was entered against: (Name) **SMITH, GEORGE**

in the amount of \$ **540.50** on: (Date of Judgment) **5/14/01**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Levy is stayed for _____ days or generally stayed. _____

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

Amount of Judgment	\$ 494.00
Judgment Costs	\$ 46.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 540.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<hr/>	
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

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

5-14-01 Date M. A. RudeLLA, District Justice

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

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Exhibit D
RECEIPT OF PAYMENT

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

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

Telephone: (814) 345-6789

16847-0000



REMITTER :

DOUGLAS L. MCCLELLAN
R.R.1 BOX 383
PHILIPSBURG, PA 16866

Docket No.: CV-0000103-01
Date Filed: 4/30/01

RECEIPT NO:	074699	DATE:	4/30/01	PAGE:	1
SOURCE:	PAID AT WINDOW		AMOUNT RECEIVED:	\$	46.50
METHOD:	PAID BY CHECK		AMOUNT APPLIED:	\$	46.50
CHECK#:	05915		COLLATERAL APPLIED:	\$.00
MANUAL RECEIPT#:			CHANGE:	\$.00
CITATION#:			NEXT PAYMENT AMOUNT:		
COSTS INCLUDED ON:			NEXT PAYMENT DATE:		
			NEXT PMT TYPE:		

PAYMENT DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
JUDICIAL COMPUTER PROJECT	1.50	1.50-	.00
POSTAGE	8.00	8.00-	.00
COMMONWEALTH COST- HB627	6.16	6.16-	.00
FILING FEES COMM-COST	9.25	9.25-	.00
FILING FEES 17-CTY	21.59	21.59-	.00
=====	=====	=====	=====
TOTAL	46.50	46.50-	.00

CURRENT BALANCE DUE .00

RECV'D FROM MCCLELLAN, DOUGLAS L.
KAP THANK YOU!

**DOUGLAS L. McCLELLAN
R.R. 1 BOX 383
PHILIPSBURG, PA. 16866**

JUNE 8, 2001

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

RE: CIVIL ACTION LAW

Dear Mr. Bell,

**Enclosed please find (1) one Certified Copy
of Plaintiff's Complaint, w/Notice to defend.**

**In addition, please find (1) one copy of Plaintiff's
(30) day Notice of Intent to present evidence at the arbitration hearing
pursuant to local rule 1306 (a) (6).**

**Service is completed upon Attorney (s) for defendant
pursuant to Pa. R. C. P. District Justice Rule 1005 (D).**

Sincerely,



**Douglas L. McClellan
Plaintiff / Appellee
R.R. 1 Box 383
Philipsburg, Pa. 16866**

**cc: DLM
File**

Prothonotary

**FILED
Certified Mail No. 7000 0600 0028 5261 7507**

JUN 08 2001

**William A. Shaw
Prothonotary**

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

DOUGLAS L. McCLELLAN : CIVIL ACTION LAW
Plaintiff/Appellee :
VS. : COMMON PLEAS
GEORGE SMITH, et al. : DOCKET NO. 01-806-00
WINDSOR INSURANCE GROUP :
BRAD VINSON :
:

CERTIFICATE OF SERVICE

I, Douglas McClellan, the plaintiff in the above captioned action, do hereby certify that I am on this day serving one true and correct copy of the foregoing complaint, Notice to Defend, and supporting information upon the person(s) and in the manner indicated, which service satisfies the requirements of Pa. R.A.P. Rule 121: and Pa. R.C.P.J.P.

Service by first class United States Mail addressed as follows:

Law Office
Bell, Silberblatt, & Wood
318 East Locust Street,
P.O. Box 670
Clearfield, Pa. 16830
Attorney for Defendant(s)

BY: 
Douglas L. McClellan,
Plaintiff
R.R. 1 Box 383
Philipsburg, Pa. 16866

On this 8th day of June, 2001.

FILED

JUN 08 2001

William A. Shaw
Prothonotary

01-806-C0

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

0028 5261 7507

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Bell, Silverblatt and Wood
Street, Apt. No., or PO Box No.
318 E. Locust St. P.O. Box 670
City, State, ZIP+4
Clearfield Pa. 16830

Postmark
CLEARFIELD PA
1008
HRYN
08841

PS Form 3800, February 2000
See Reverse for Instructions

109
TOTAL
CASH T
CHANGE .00

*** U.S. POSTAL SERVICE ***
CLEARFIELD PA 168309998
411432 45.00
HRYN # 04
06-08-01 18:26:21

CUSTOMER RECEIPT

109 POST VAL IMP 4.50
TOTAL 4.50
CASH T 4.50
CHANGE .00

*** THANK YOU ***

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

DOUGLAS L. McCLELLAN, :
Plaintiff/Appellee :
VS. : CIVIL ACTION LAW
: :
GEORGE SMITH, et al. : COMMON PLEAS
WINDSOR INSURANCE GROUP : DOCKET NO. 01-806-00
BRAD VINSON : :

VERIFICATION

I, Douglas L. McClellan, do hereby verify that the statement made in this complaint, as well as, the supporting documents appended to said complaint are true and correct to the best of my information, knowledge, and belief. I understand that false statements herein are made subject to the penalties of Title 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

On this 8 day of
June, 2001.

BY: Douglas L. McClellan

Douglas L. McClellan
Plaintiff/Appellee
R.R. 1 Box 383
Philipsburg, Pa. 16866

FILED

JUN 9 8 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
NO. 01-806-CD

McCLELLAN, DOUGLAS L.
Plaintiff

vs.
SMITH, GEORGE, ET AL
and
WINDSOR INSURANCE GROUP,
Defendants

PRELIMINARY OBJECTIONS

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

2001
C/C
Prothonotary
William A. Shaw
6/9/01/sas
JUN 20 2001

FILED

CA

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

McCLELLAN, DOUGLAS L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-CD

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

Type of Pleading
PRELIMINARY OBJECTIONS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

Filed on Behalf of:
WINDSOR INSURANCE COMPANY
Defendant

Counsel of Record for this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED

JUN 20 2001

William A. Shaw
Prothonotary

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

NOTICE TO PLEAD

TO: Douglas L. McClellan R.R.1, Box 383 Philipsburg, PA 16866	George Smith c/o Linda Jenkins 406 Lochlomond Rd Philipsburg, PA 16866
---	---

You are hereby notified to file a written response to the enclosed Preliminary
Objections within twenty (20) days from service hereof or a judgment may be
entered against you.



Richard A. Bell, Esquire
Attorney for Defendant
Windsor Insurance Company

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

PRELIMINARY OBJECTIONS OF WINDSOR INSURANCE COMPANY
(INCORRECTLY DESIGNATED WINDSOR INSURANCE GROUP)
TO THE COMPLAINT OF THE PLAINTIFF

AND NOW COMES, Windsor Insurance Company by its attorney Richard A. Bell,
Esquire of Bell, Silberblatt & Wood, and files the following Preliminary Objections to
the Complaint of the Plaintiff Douglas L. McClellan:

MOTION TO DISMISS

1. The Plaintiff has brought suit against George Smith and the Windsor Insurance Group (correctly known as Windsor Insurance Company).
2. Plaintiff has alleged that he was involved in a motor vehicle accident with

Defendant George Smith.

3. The Plaintiff has also alleged that the Windsor Insurance Company was the insurer for George Smith.

4. Pennsylvania Law is settled that a party involved in a motor vehicle accident has no direct right of action against the insurer of the other party.

WHEREFORE, Windsor Insurance Company respectfully requests that your Honorable Court strike the Complaint as to it and dismiss Windsor Insurance Company as a Defendant.

MOTION TO STRIKE

5. The following paragraphs of the Complaint are improper and should be stricken as follows:

a. Paragraphs 9, 10, 11, and 12, are irrelevant to the cause of action.

b. Paragraphs 15, 16, 17, 18, 19 20, and 22, are irrelevant and improperly refer to insurance.

c. Paragraphs 28, 29, 30, and 31, are irrelevant and refer to the proceedings in the District Justice Court which is improper.

d. Paragraphs 34, 35, 36, 37, and 38, are argumentative and are conclusions of law.

e. Paragraphs 39 & 45 are improper in that the Defendant has an absolute right of Appeal from a District Justice Judgment.

MOTION FOR MORE SPECIFIC COMPLAINT

6. The Plaintiff has alleged an automobile accident without setting forth the negligence of the Defendant and has further alleged violations of safety provisions set forth by the Pennsylvania Department Of Transportation without reference to the provisions which he believes were violated. It is respectfully requested that the Plaintiff be required to plead more specifically on these items.

WHEREFORE, Defendant Windsor Insurance Company respectfully requests that it be dismissed as a Defendant in this lawsuit. It is pointed out that there was no Appeal filed on behalf of Defendant George Smith from the Judgment rendered by the District Justice, and therefore if Windsor Insurance Company is dismissed from the lawsuit, this Complaint is not necessary. In the event that the Court does not dismiss

Windsor Insurance Company from this lawsuit, the Defendant Windsor Insurance Company respectfully requests that your Honorable Court strike the paragraphs as set forth in the Preliminary Objections, and require the Plaintiff to plead more specifically.

BELL, SILBERBLATT & WOOD
By



Richard A. Bell
Richard A. Bell, Esquire
Attorney for Windsor Insurance Company

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

CERTIFICATE OF SERVICE

I hereby certify that a copy of Preliminary Objections Filed On Behalf of Windsor
Insurance Company, in the above matter was mailed the 20th day of
June, 2001, by regular mail postage prepaid at the post office in
Clearfield, PA 16830 to the following:

Douglas L. McClellan
R.R.1, Box 383
Philipsburg, PA 16866

George Smith
c/o Linda Jenkins
406 Lochlomond Rd
Philipsburg, PA 16866


Richard A. Bell, Esquire
Attorney for Defendant
Windsor Insurance Company

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

FILED

CIVIL DIVISION

JUN 29 2001

William A. Shaw
Prothonotary

Douglas L. McClellan : CIVIL ACTION LAW
R.R.1 Box 383 :
Hudson St. : COMMON PLEAS DOCKET
Philipsburg, Pa. 16866-9613 : No. 01-806-CD
814-342-6273 :
VS. :
George Smith, et. al. : TYPE OF PLEADING
406 Lochlomond Rd. :
c/o Linda Jenkins : RESPONSE TO
 : PRELIMINARY
 : OBJECTIONS
Windsor Insurance Company : FILED ON BEHALF OF
c/o Agent Brad Vinson : DOUGLAS L. McCLELLAN
4828 Park Plaza, Suite 270 :
Charlotte, NC. 28217 :
Defendant(s) :
:

RESPONSE TO PRELIMINARY OBJECTIONS OF
DEFENDANT(S)

AND NOW COMES, your Plaintiff, Douglas L. McClellan, by and through himself, pro-se, and files this within response to Defendant (s) Preliminary Objections to Plaintiff's Complaint and says:

1. In response to paragraphs 1 through 4 in Defendants(s) Preliminary Objections, and the particular circumstances of this cause of action, these Objections are simply without foundation and lack averments of specific grounds relied upon for objection

2. Under existing Pennsylvania Law, an individual is required at bare minimum to secure Property Damage Liability Insurance for their automobile

3. Pursuant to Pa. R. C. P. Rule 1029 et. seq. , averments in Preliminary Objections, Defendant(s) did not deny the previous existence of the "insurance contract", as their agreement to indemnify.

4. Under Business Law - Library of Congress Cataloging - in-Publication Data, 9th Edition, Gordon W. Brown, Professor of Law, Paul A. Sukys, Professor of Law and Legal Studies, chapter 29, page 443, Insurance Law, specifically states that "insurance" is a transfer of the risk of economic loss from the insured to the insurance company.

(a) Parties to an Insurance Contract -

The parties to an Insurance Contract are the insurer, or underwriter; the insured; and the beneficiary. The insurer accepts the risk of loss in return for a premium (the consideration paid for a policy) and agrees to indemnify, or compensate, the insured against the loss specified in the contract. A third party, to whom payment of compensation is sometimes provided by the contract, is the beneficiary.

(b) Contract Element -

Insurance Law - In pertinent part, consideration arises from the premiums paid by the insured and the promise of the insurer to pay money to the beneficiary upon the happening of a certain event.

(c) Automobile Insurance -

Provides for indemnity against losses resulting from fire, theft, or collision with another vehicle and damages arising out of injury by motor vehicles to the person or property of another.

5. As there was no denial of a previous existing property damage liability insurance contract, (pursuant to Pa. R.C.P. Rule 1029 (b)), it is then

admitted, and as such, under Insurance Law, this specific type of insurance policy provides protection when other people bring claims or lawsuits against the insured for damaging property such as a car, a fence, or a tree. The person bringing the claim or suit, must prove the driver of the motor vehicle was at fault.

6. The certain event which constitutes an economic loss for the insured (George Smith) was the instant collision resulting in property damage of another, (Douglas McClellan), thus, Windsor Insurance Company has a legal obligation/contract with the insured (George Smith) to incur the loss of another caused by the insured, hence, the third party, beneficiary or person to be compensated, is the Plaintiff (Douglas McClellan)

7. Defendant(s) preliminary objections 1 through 4 lack any basis or specific grounds relied upon, Defendant(s) did not specifically deny any averments in Plaintiff's Complaint, and as such, the limited grounds set forth in Pa. R.C.P. Rule 1028 (a) which entitles a party to file preliminary objections, has not been satisfied and must fail as the Pa. R.C.P. Are jurisdictional in nature.

8. Essentially, paragraphs 1 through 4 of Defendant(s) preliminary objections is requesting your Honorable Court to relieve them from the doctrine of "estoppel by contract"

WHEREFORE, and for all of the aforementioned reasons, your Plaintiff, Douglas McClellan, respectfully requests your Honorable Court to overrule Defendant(s) preliminary objection captioned "Motion to Dismiss" Windsor Insurance Company as a defendant.

And your Plaintiff shall forever pray.

9. In response to Defendant(s) preliminary objection in paragraph 5 a., Plaintiff avers that paragraphs 9, 10, 11, and 12 of Plaintiff's Complaint are indeed relevant as it goes to the condition of mind of the plaintiff and his official act in compliance with the Law, (ie; to report an accident) as police accident report's play a pivotal role with insurance claims. Paragraphs 9, 10,

11, and 12 of Plaintiff's Complaint are relevant and necessary as to the Plaintiff's attempt to secure a police report for direct support of the instant cause of action.

10. In response to Defendant(s) preliminary objection in paragraph 5.b., Plaintiff avers that paragraphs 15, 16, 17, 18, 19, and 20 of Plaintiff's Complaint are indeed relevant as a brief summary based on material Facts of the event which lead to the instant cause of action, and conforms to Pa. R.C.P. Rule 1019 (a).

11. In response to Defendant(s) preliminary objection in paragraph 5.c., Plaintiff avers that paragraphs 28, 29, 30, and 31 of Plaintiff's Complaint are indeed relevant, but also are in strict compliance with Pa. R.C.P. Rule 1019 (e), (f), (g), and (h).

12. In response to Defendant(s) preliminary objection in paragraph 5.d., Plaintiff concedes that paragraphs 34, 35, 36, 37, and 38 are argumentative and conclusions of law, however, these paragraphs should not be stricken in light of the then existing Property damage liability insurance contract that specifically works in conjunction with Plaintiff's response to Preliminary Objections at paragraph 4(a), (b), and (c), which clarifies material facts in the cause of action with respect to Windsor Insurance Company, and their refusal to fulfill their legal obligation, ie; to compensate the loss incurred of another.

13. In response to Defendant(s) preliminary objection in paragraph 5.e., Plaintiff avers that paragraphs 39 and 45 of Plaintiff's Complaint are subsumed within the framework of a Complaint and is permissible for the Plaintiff to seek attorney fees and additional costs incurred by the Plaintiff as a result of delay and or the filing of a Frivolous appeal. There is no inference, ever remotely, that the Defendant(s) do not possess the absolute right to appeal, thus, paragraph 5.e. Of defendant(s) objection must fail.

WHEREFORE, and for all of the aforementioned reasons, your Plaintiff, Douglas McClellan, respectfully requests your Honorable Court to overrule Defendant(s) preliminary objections captioned "Motion to Strike" as evidence, the preliminary objections contain no specific grounds relied upon, lack of basis and no authoritative reliance, therefore should not be persuasive in consideration of Defendant(s) "Motion to Strike"

And your Plaintiff shall ever pray

14. In response to defendant(s) preliminary objection in paragraph 6., Plaintiff avers under Insurance Law of the then existing policy of the insurance contract that the third party, beneficiary or person to be compensated, (ie; the Plaintiff, Douglas McClellan) need only to prove the collision/damages were caused by the motor vehicle of the insured (George Smith).

15. In the interest of judicial economy, administrative ease, and need for finality, your Plaintiff consents to Defendant(s) request to clarify and/or be more specific as to the particular items objected to in paragraph 6. As follows:

(a) The negligence set forth in Plaintiff's Complaint appear in paragraphs 4, 23, 24, and 25, specifically, George Smith acted negligent by driving too fast for weather / road conditions, thus was negligent towards the safety of another person.

(b) In reference to Pa. Department of Transportation Motor Vehicle Department, George Smith specifically was negligent by ignoring the warnings and precautions prescribed in the Pennsylvania Drivers Manual, Published (1995 - 1996). Department of Transportation, Bureau of Driver's Licensing, specifically Chapter IV, Conditions of the Road (a) at pg. 19, and (c) at pg. 20. (See exhibit A attached hereto)

16. In response to defendant(s) preliminary objection, prayer to the Court, at page 3 following paragraph 6., Plaintiff avers that because of the particular circumstances of the then existing insurance contract of the insured (George Smith) and specific terms of policy, Windsor Insurance Company has a binding legal obligation/duty to perform the promise to compensate the third party to the insurance contract, ie; Douglas McClellan

17. As a breach of contract cannot occur until time for final performance arrives, your Plaintiff submits the time for performance arrived when the collision occurred and damage was sustained to the Plaintiff.

18. It would not be in the interest nor furtherance of justice if Windsor Insurance Company were allowed to be dismissed as Defendant(s), George Smith receives SSI, an unenforceable exception for your Plaintiff to recover for damages, the importance of George Smith's actions in procuring insurance to protect himself must not be ignored.

19. In response to Defendant(s) preliminary objection, prayer to the Court, at page 3, following paragraph 6, Plaintiff avers that the "Notice of Appeal" filed by the Law Office Bell, Silberblatt, and Wood on behalf of the Defendant(s) makes no distinction between which Defendant they are representing, but rather, George Smith and Windsor Insurance Company are indicated as Defendant(s) (see exhibit B attached hereto)

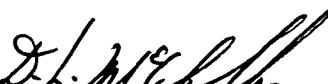
20. Plaintiff avers that he is unaware of any rule subsumed within the framework of preliminary objections, under Pa. R.C.P., that would permit the Defendant(s) to file multiple motions during preliminary objections in the absence of strict compliance with the provisions governing such motions (ie; Motion to Dismiss, Motion to strike, and Motion to plead more specific).

21. Additionally, it appears as though the defendant(s), whether knowingly or unknowingly attempt to circumvent Pa. R.C.P. Rule 1034 (a) and note, which read in conjunction with Pa. R.C.P. Rule 1017 (a) Pleadings Allowed your Honorable Court, will discover that the pleadings must be closed between parties to a motion, prior to filing a motion for judgement, this will be accomplished only when the Plaintiff files a response/answer to the preliminary objections and not before such time.

22. Nevertheless, your Plaintiff conceded to the defendant(s) request to be more specific to the particular items of request. Pursuant tp Pa. R.C.P. Rule 1034 (a) and (b), these pleadings are now completed, and that a judgement be entered on these pleadings.

WHEREFORE, and for all of the aforementioned reasons, your Plaintiff, Douglas McClellan, respectfully requests your Honorable Court to overrule Defendant(s) preliminary objections captioned "Motion to Dismiss", "Motion to Strike", and "Motion to plead more specific, and pursuant to Pa. R.C.P. Rule 1035.2(1), your Plaintiff respectfully requests that a Summary Judgement be entered against the defendant(s) in whole as a matter of law in this cause of action.

And in your Plaintiff, Douglas McClellan, shall forever pray,

by: 
Douglas L. McClellan
R.R.1 Box 383
Hudson St.
Philipsburg, Pa. 16866
814-342-6273

On this 27th day
of June, 2001



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

**In The Court Of Common Pleas
County of Clearfield
Pennsylvania**

Civil Action Law

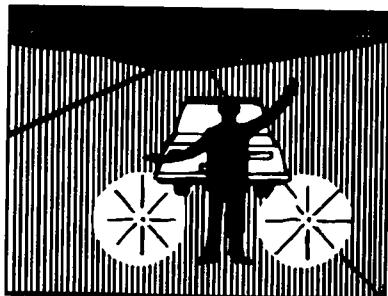
APPENDIX

Page No.

Exhibit A

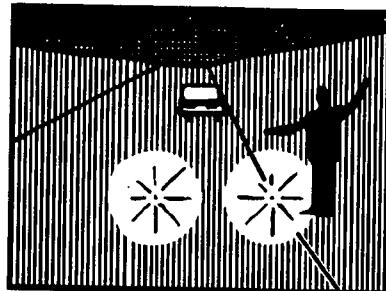
Exhibit B 3 - 4

5. Give other drivers plenty of warning. Place emergency warning devices such as flares, flags or triangles about 100 feet in front of and behind the disabled vehicle. Place one on the traffic side of the vehicle, too. This allows drivers to change lanes if necessary.
6. Stay off the roadway.



WRONG:

This driver has not only put flares too close to the vehicle, but is also standing on the road.



RIGHT:

This driver has placed flares far enough away from his vehicle, and he is waving oncoming traffic from the side of the road.

Remember to stay off the roadway. Do not try to change a tire if you have to stand in a traffic lane to do so.

ADJUSTING SPEED

What is a safe speed? How fast is too fast? There are no simple answers to these questions because there is not a speed which is safe at all times. The speed you can safely drive depends upon the:

- Conditions of the road.
- Traffic conditions.
- Condition of your vehicle's tires and brakes.
- Posted speed limit.

CONDITION OF THE ROAD

A) Slippery Roads

Tires lose some of their grip on slippery roads. For this reason, you must drive more slowly on wet roads than you would on dry ones. Be extra careful on roads posted with warning signs.

Here are some tips to help you drive safely when roads get slick:

- On cold, wet days, shade from trees or buildings can hide spots of ice. These areas freeze first and dry out last.
- Bridges and overpasses tend to freeze before roads do.

- Pavements can become very slippery for the first few minutes of a rain storm. The rain causes oil in the asphalt to come to the surface. This oil makes a road slippery until the oils wash off in heavy rain. This problem becomes even worse during hot weather, when the heat combined with the water causes even more oil to rise to the road surface.
- An ice covered road with a thin layer of water is more slippery than ice alone. Use extra care when temperatures get near the melting point.
- Wet leaves can cause slippery conditions.
- It takes longer to stop your vehicle on slippery roads. Increase the space cushion between you and other vehicles.

Do not slam the brakes on slippery roads. Hard braking can lock your wheels and cause loss of steering. Apply brakes gently...and ease off when you start to skid. Then reapply when you regain control. If your vehicle is equipped with a computerized antilock braking system, refer to your owner's manual for the proper braking procedure to use.

B) Water on the Roadway

Most tires will wipe water from the road surface when they are driven at speeds up to 35 miles per hour. They work like a windshield wiper cleaning water off a windshield. But as you drive faster, your tires cannot wipe the road as well.

The tires start to ride like water skis on a film of water. This is called "hydroplaning." It is usually caused by excessive speed. But it can even happen at speeds of 35 miles per hour and slightly above, as mentioned before.

Because of this, in a heavy rain your tires can lose all contact with the road at higher speeds. Worn tires lose contact faster. A small change in direction or a gust of wind could throw your vehicle into a skid. The best way to prevent hydroplaning is to keep your speed down and have good tire tread.

C) Slick Winter Roads

In winter, your vehicle must have snow tires or chains to drive well on snow or ice. When driving on snow or ice, accelerate slowly and try not to spin the wheels. Adjust your driving to compensate for lost traction and reduced braking ability. When driving on slick roads:

- Reduce your speed and increase the space between yourself and other vehicles.
- Avoid making any sudden moves. No fast turns. No quick accelerations. No hard braking.
- Watch for ice patches, wet leaves and bridges which freeze before road surfaces.

D) Curves

To keep your vehicle on the road, slow down before you enter a curve. If you are going too fast, your tires may skid. Increase your speed only after you have the feel of the curve.

Law Office
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
e-mail: bswlaw@pennswoods.net

RICHARD A. BELL
ANN B. WOOD
F. CORTEZ BELL, III

(814) 765-5537
FAX (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-1995(Ret)

OF COUNSEL:
DANIEL C. BELL

May 29, 2001

RE: Douglas L. McClellan vs.
George Smith and Windsor
Insurance Group
No. 01-806-CD

Mr. Douglas L. McClellan
R.R.#1, Box 383
Philipsburg, PA 16866

Dear Mr. McClellan:

Enclosed herewith is a copy of a Notice Of Appeal filed this date and
Praecipe To Enter Rule To File Complaint and Rule To File in the above matter.

Very truly yours,

BELL, SILBERBLATT & WOOD
BY



RAB/sai
Enclosure
Certified Mail No. 7099 3400 0016 7879 5151
CC: Windsor Insurance Group
Claim No. 254433-L2

Richard A. Bell

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 11-303

NOTICE OF APPEAL

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

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
Windsor Insurance Group	45-3-03		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
11700 Great Oaks Way	Altharetta	GA	30022
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		
3-14-01	Douglas L. McClellan		
CLAIM NO.	George Smith (Defendant) vs and Windsor Insurance Group		
CV 19-0000103-01	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
LT 19			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Douglas L. McClellan, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. CV 19-0000103-01) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To Douglas L. McClellan, appellee(s).
Name of appellee(s)

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

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

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

Date: 10-13-01

Signature of Prothonotary or Deputy

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

MAY 29 2001

William L. Flanagan
Prothonotary

COPY TO BE SERVED ON APPELLEE

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

Douglas McClellan	:	
Plaintiff	:	
 VS.	:	CIVIL ACTION LAW
	:	
George Smith	:	COMMON PLEAS
Windsor Insurance Company	:	Docket No. 01-806-00
Brad Vinson (Agent)	:	

VERIFICATION

I, Douglas McClellan, do hereby verify that the statements made in this response to preliminary objections, as well as, the supporting documents are true and correct to the best of my knowledge, and belief. I understand that false statements herein are subject to the penalties of Title 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

On this 29th day of

June, 2001



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

BY: 
Douglas McClellan
Plaintiff
R.R. 1 Box 383
Hudson St.
Philipsburg, Pa. 16866

IN THE COURT OF COMMON PLEAS
COUNTY OF CLEARFIELD
PENNSYLVANIA

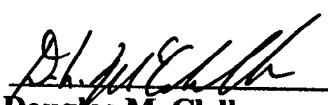
DOUGLAS McCLELLAN	:	CIVIL ACTION LAW
R.R. 1 BOX 383	:	
HUDSON ST.	:	COMMON PLEAS
PHILIPSBURG, PA. 16866	:	
814-342-6273	:	DOCKET NO. 01-806-00
	:	
VS.	:	RESPONSE TO
	:	
GEORGE SMITH, et al.	:	DEFENDENT(S)
WINDSOR INSURANCE CO.	:	PRELIMINARY
BRAD VINSON (AGENT)	:	OBJECTIONS

CERTIFICATE OF SERVICE

I, Douglas McClellan, the Plaintiff in the above captioned action, do hereby certify that I am on this day serving one true and correct copy of the forgoing response/answer to Defendant(s) preliminary objections, and supporting information upon the person(s) and in the manner indicated, which service satisfies the requirements of Pa. R.A.P. Rule 121: and Pa. R.C.P.J.P.

Service by first class United States Mail addressed as follows:

Law Office
Bell, Silberblatt, and Wood
318 E. Locust St.
P.O. Box 670
Clearfield, Pa. 16830

BY: 
Douglas McClellan
Plaintiff
R.R. 1 Box 383
Philipsburg, Pa. 16866

George Smith
406 Lochlomond Road
c/o Linda Jenkins
Philipsburg, Pa. 16866

Windsor Insurance Company
Brad Vinson (agent)
4828 Park Plaza, Suite 270
Charlotte, NC. 28217

On this 29th day of June, 2001

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
NO. 01-806-CD

MCCLELLAN, DOUGLAS L.
Plaintiff
vs.
SMITH, George, et al
and
WINDSOR INSURANCE GROUP
Defendants

REPLY TO NOTICE OF DEFAULT
FILED BY PLAINTIFF

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

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

7/6/02
01/12/2002
Aug 07 2001
CITY OF CLEARFIELD

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

McCLELLAN, DOUGLAS L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

No. 01-806-CD

Type of Pleading

REPLY TO NOTICE OF DEFAULT
FILED BY PLAINTIFF

Filed on Behalf of:
WINDSOR INSURANCE COMPANY
Defendant

Counsel of Record for this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED

AUG 07 2001

CLERK'S OFFICE
CITY OF CLEARFIELD

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

FILED

AUG 07 2001

Windsor Insurance Group
Plaintiff

REPLY TO NOTICE OF DEFAULT FILED BY PLAINTIFF

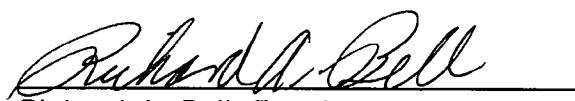
NOW COMES Defendant Windsor Insurance Group by it's attorney, Richard A. Bell, Esquire, of Bell, Silberblatt & Wood and replies to the Notice Of Default filed by Plaintiff as follows:

1. Plaintiff has filed a ten (10) day Notice Of Default advising the Defendant that default judgment will be taken against it unless it files an Answer to the Complaint of the Plaintiff within the ten (10) day period.
2. Defendant Windsor Insurance Group has filed Preliminary Objections to the Complaint of the Plaintiff which have not been ruled on by the Court.

3. The Notice Of Default is not timely and no default judgment can be taken at this time since the Defendant has no duty to file an Answer to the Complaint until it's Preliminary Objections are ruled on by the Court.

BELL, SILBERBLATT & WOOD

BY



Richard A. Bell, Esquire
Attorney for Windsor Insurance Group

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

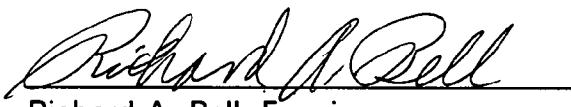
SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

VERIFICATION

I, Richard A. Bell, Esquire, state that the statements in the within REPLY TO NOTICE OF DEFAULT FILED BY PLAINTIFF on behalf of Windsor Insurance Group 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. §4904 relating to unsworn falsifications to authorities.

Dated: 8/7/01


Richard A. Bell, Esquire

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

CERTIFICATE OF SERVICE

I hereby certify that a copy of Reply To Notice Of Default Filed By Plaintiff, filed
On Behalf of Windsor Insurance Company, in the above matter was mailed the 7th
day of August, 2001, by regular mail postage prepaid at the post office
in Clearfield, PA 16830 to the following:

Douglas L. McClellan
R.R.1, Box 383
Philipsburg, PA 16866

George Smith
c/o Linda Jenkins
406 Lochlomond Rd
Philipsburg, PA 16866


Richard A. Bell, Esquire
Attorney for Defendant
Windsor Insurance Company

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
NO. 01-806-CD

MCCLELLAN, DOUGLAS, L.,
Plaintiff
vs.

SMITH, GEORGE, ET AL
WINDSOR INSURANCE GROUP
Defendants

CERTIFICATE OF SERVICE

FILED

SEP 05 2001
07/33/01
William A. Shaw
Prothonotary

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

McCLELLAN, DOUGLAS L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-CD

Type of Pleading
CERTIFICATE OF
SERVICE

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

Filed on Behalf of:
WINDSOR INSURANCE COMPANY
Defendant

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

Counsel of Record for this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED

SEP 06 2001

William A. Shaw
Prothonotary

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

McCLELLAN, DOUGLAS, L.
R.R.1 Box 383
Philipsburg, PA 16866
Plaintiff

No. 01-806-00

Vs.

SMITH, GEORGE, ET AL
406 LOCHLOMOND RD
c/o LINDA JENKINS

WINDSOR INSURANCE GROUP
c/o BRAD VINSON
4828 PARK PLAZA, SUITE 270
CHARLOTTE, NC 28217
Defendants

CERTIFICATE OF SERVICE

I hereby certify that a copy of Brief Of Windsor Insurance Group On Preliminary Objections Filed By Windsor Insurance Company To The Complaint Of The Plaintiff, in the above matter was mailed the 6th day of September, 2001, by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

Douglas L. McClellan
R.R.1, Box 383
Philipsburg, PA 16866

George Smith
c/o Linda Jenkins
406 Lochlomond Rd
Philipsburg, PA 16866



Richard A. Bell, Esquire
Attorney for Defendant
Windsor Insurance Company

**In The Court of Common Pleas
County of Clearfield
Pennsylvania
Civil Division**

**Douglas L. McClellan
R.R. 1 Box 383
Hudson St.
Philipsburg, Pa. 16866
814-342-6273**

DOCKET No. 01-806-CD

Vs.

**Smith, George, Et, Al
406 Lochlomond Rd
c/o Linda Jenkins**

TYPE OF PLEADING

**Praeclipe for Extension to file
Plaintiff's Reply Brief**

**Windsor Insurance Company
c/o Brad Vinson
4828 Park Plaza, Suite 270
Charlotte, NC. 28217
(Defendants)**

**FILED ON BEHALF OF
Douglas L. McClellan
(Plaintiff)**

**COUNCIL OF RECORD
Plaintiff is proceeding Pro-SE**

PRAECLYPE FOR EXTENSION

AND NOW, comes your Plaintiff, (Douglas L. McClellan), through himself, Pro-SE, and respectfully requests his Honorable Court for a (10) ten day extension to file "Plaintiff's Reply Brief" and says:

1. On August 6, 2001, under the direction of Mary Kelly, Deputy Court Administrator, Defendant's Brief on Preliminary Objections was due on or before August 27, 2001.

SEP 19 2001

**William A. Shaw
Prothonotary**

2. Also on August 6, 2001, under the direction of Mary Kelly, Deputy Court Administrator, Plaintiff's Reply Brief was due on or before September 17, 2001

3. Oral argument in this case is scheduled for Monday, October 1, 2001 at 9:00 A.M. In Chambers, Clearfield County Courthouse.

4. Pursuant to Defendant's "Certificate of Service", Defendant's Brief was mailed on September 6th, 2001, your Plaintiff received the brief on September 11th, 2001

5. Your Plaintiff respectfully submits that 6 days to prepare Plaintiff's Reply Brief will not be adequate time needed.

WHEREFORE, and for all aforementioned reasons, your Plaintiff, (Douglas L. McClellan), respectfully moves his Honorable Court to extend Plaintiff's due date of September 17th, 2001, to September 27th, 2001, and that the scheduled oral argument date remain.

And your Plaintiff shall ever pray,

Respectfully Submitted,

By: Douglas L. McClellan
Douglas L. McClellan
RR 1 Box 383 Hudson St.
Philipsburg, Pa. 16866

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DOUGLAS L. McCLELLAN : :

-vs- : No. 01 - 806 - CD

GEORGE SMITH, WINDSOR : :

INSURANCE GROUP : :

ORDER

NOW, this 1st day of October, 2001, upon consideration of Preliminary Objections filed on behalf of Defendant Windsor Insurance Group, and argument and brief thereon, it is the ORDER of this Court that said Objections be and are hereby sustained and the Complaint against Windsor Insurance Group stricken and dismissed.

By the Court,

President Judge

FILED

OCT 01 2001

John A. Shaw
Prothonotary



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA



COPY

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 01-0806-CD
Douglas McClellan vs. George Smith, et al

Dear Douglas McClellan:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

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

By the Court,

David S. Meholic
Court Administrator

FILED

SEP 12 2005

William A. Shaw
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 01-0806-CD
Douglas McClellan vs. George Smith, et al

Dear George Smith:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before November 17, 2005.

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

By the Court,

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

David S. Meholick
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Douglas McClellan

Vs.

01-0806-CD

George Smith and Windsor Ins. Group (Windsor dism.)

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of November, 2005, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

NOV 17 2005


William A. Shaw
Prothonotary/Clerk of Courts