

01-1213-CJ
KAY FAMILY LIMITED PARTNERSHIP et al -vs- GERRARD J. DUSSAULT
et al

Kay Family Limited Partnership, Bonya Gazza DeGory, LLP vs. Gerard J. Dussault, Marguerite Dussault, Zoe Withey
Civil Other

Date		Judge
08/08/2001	Filing: Praeipce for Writ of Summons Paid by: Zimmerman, David M. (attorney for Kay Family Limited Partnership) Receipt number: 1829634 Dated: 08/08/2001 Amount: \$80.00 (Check) Writ of Summons issued to Sheriff and Attorney for service.	No Judge ✓
08/20/2001	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
10/16/2001	Affidavit of Service, Writ of Summons, on Gerard J. Dussault. Filed by s/David M. Zimmerman, Esq. no cc	No Judge ✓
	Affidavit of Service, Writ of Summons, on Marguerite Dussault. Filed by s/David M. Zimmerman, Esq. no cc	No Judge ✓
10/17/2001	Filing: Subpoena Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1832961 Dated: 10/17/2001 Amount: \$9.00 (Check)	No Judge ✓
10/24/2001	Praeipce for Entry of Appearance on behalf of Defendant Withey. Filed by s/David C. Mason, Esq. no cc	No Judge ✓
11/13/2001	RULE 4009.22 CERTIFICATE - Prerequisite to Service of a Subpoena. Filed by s/David M. Zimmerman, Esq. no cc	No Judge ✓
12/04/2001	COMPLAINT. Filed by s/David M. Zimmerman, Esq. 1 cc to Atty	No Judge ✓
01/03/2002	Answer, New Matter and New Matter In The Nature of a Cross-Claim of Defendant Zoe Withey. Filed by s/David C. Mason, Esq. Verification s/Zoe Withey 4 cc Atty Mason	No Judge ✓
01/04/2002	Certificate of Service, Answer, New Matter and New Matter In The Nature Of A Cross-Claim Of Defendant Zoe Withey, upon parites of record. Filed by s/David G. Mason, Esq. no cc	No Judge ✓
01/18/2002	Plaintiffs' Reply to Defendant Zoe Withey's New Matter. Filed by s/David M. Zimmerman, Esq. Verification. s/Stamley P. DeGory Cert of Svc 1 cc to Atty Zimmerman	No Judge ✓
02/04/2002	Filing: Praeipce/List For Arbitration Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1837663 Dated: 02/04/2002 Amount: \$20.00 (Check) Praeipce for Arbitration, filed by s/David M. Zimmerman, Esq. No CC Copy to C/A	No Judge ✓
	Filing: Judgment Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1837696 Dated: 02/04/2002 Amount: \$20.00 (Check) Praeipce for Default Judgment, filed by s/David M. Zimmerman Judgment is entered in favor of Plaintiff Kay Family Limited Partnership and against Defendants Gerard J. and Marguerite Dussault ONLY in an amount to be determined based on the damages to be assessed at a trial. Notice to the Defendants Dussault	No Judge ✓
04/05/2002	Filing: Praeipce for Entry of Judgment In Favor of Zoe Withey and Against Gerald J. and Marguerite Dussault Paid by: Mason, David C. (attorney for Withey, Zoe) Receipt number: 1840665 Dated: 04/05/2002 Amount: \$20.00 1 (Check) 1 cc each Defendant, Notice to each Def. No Statement	No Judge ✓
04/09/2002	Filing: Subpoena Paid by: Zimmerman, David M. (attorney for Bonya Gazza & DeGory, LLP) Receipt number: 1840911 Dated: 04/09/2002 Amount: \$15.00 (Check)	No Judge ✓
04/22/2002	Letters Mailed from CA Office scheduling Arbitration hearing set for Monday, June 10, 2002, at 10:30 a.m., filed.	No Judge

vs.

No. _____

RULE TO FILE COMPLAINT

TO:

YOU ARE HEREBY RULED to file a Complaint in the above-captioned
matter within twenty (20) days from service hereof, or a judgment of non
pros may be entered against you.

Deputy Prothonotary

Dated:

Kay Family Limited Partnership, Bonya Gazza DeGory, LLP vs. Gerard J. Dussault, Marguerite Dussault, Zoe Withey
Civil Other

Date		Judge
06/10/2002	Oath or Affirmation of Arbitrators, filed. Award of Arbitrators, Now, this 10th day of June, 2002, Verdict in favor Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16. s/Carl A. Belin, Jr., Esq., Chairman s/Barbara J. Hugney-Shope, Esq. I would concur with the result of Plaintiff v. Defendants. However, I would enter Judgment in Withey vs. Dussault in the amount of \$9,174.26, being the amount of the 3rd mortgage on date of closing. This would assume that the Dussault's would pay the mortgage with Withey suffering actual damages. s/Theron G. Noble, Esq. Entry of Award, Witness My Hand and the Seal of the Court, William A. Shaw, Prothonotary	No Judge ✓
07/09/2002	Filing: Notice of Appeal From Award of Board of Arbitration, filed by Atty. Mason. Paid by: Withey, Zoe (defendant) Receipt number: 1845225 Dated: 07/09/2002 Amount: \$150.00 (Check) 4 Cert. to Atty. (copy to C/A) Certificate of Service, filed 4 cert. to Atty. Served copy of Notice of Appeal from Award of Arbitration upon David Zimmerman, Esq. and Gerard J. Dussault. s/ David Mason, Esq.	No Judge ✓ No Judge ✓
08/02/2002	Notice of Pre-Trial Conference. Filed by s/David M. Zimmerman, Esq. Cert of Svc no cc	Fredric J. Ammerman ✓
08/15/2002	ORDER, NOW, this 14th day of August, 2002, re: Non-Jury Trial scheduled for one half day, the afternoon of Wednesday, Nov. 13, 2002, 1:30 p.m. by the Court, s/FJA,J. 1 cc Atty Zimmerman, Mason, Defendants Dussault and 1 copy CA	Fredric J. Ammerman ✓
11/07/2002	Motion in Limine, filed by Atty. Zimmerman No Cert. Copies.	Fredric J. Ammerman ✓
11/18/2002	ORDER, NOW, this 13th day of November, 2002, re: Judgment entered in favor of KAY FAMILY LIMITED PARTNERSHIP against Defendants GERARD J. and MARGUERITE DUSSAULT in the amount of \$6,563.62 and Plaintiff's costs of \$194.28. Judgment is entered in favor of Defendant ZOE WITHEY against Defendants GERARD J. and MARGUERITE DUSSAULT in the amount of \$6,587.12, plus any costs. by the Court, s/FJA,J. 1 cc Atty Zimmerman, Mason and Dessaults	Fredric J. Ammerman ✓
12/18/2002	Transcript of Excerpt from Civil Non-Jury Trial on November 13, 2002. Taken by Thomas D. Snyder.	Fredric J. Ammerman
07/08/2003	ORDER OF COURT, AND NOW, this 7th day of July, 2003, re: Status Conference regardign Settlement is scheduled for July 25, 2003, at 10:00 a.m. by the Court, s/FJA,J. 2 cc to Atty Zimmerman, 1 cc to Atty Mason	Fredric J. Ammerman ✓
07/28/2003	ORDER, NOW, this 25th day of July, 2003, re: David C. Mason, Esq. is withdrawn as Counsel of Record for Defendant, ZOE WITHEY. by the Court, s/FJA,J. 2 cc to Atty Zimmerman, Mason, Defendant Withey, and 1 copy to CA Petition For An Order Of Court Directing Defendant Zoe Withey To Consummate TheNovember 13, 2002 Settlement Between Defendant Zoe Withey and Bonya, Gazza & Defory, LLP, Or Be Held In Indirect Civil Contempt Of Court And Liable For Counsel Fees. Filled by s/David Zimmerman, Esquire Verifications s/David M. Zimmerman, Esquire Certificate of Service 1 cc Atty Zimmerman	Fredric J. Ammerman ✓ Fredric J. Ammerman ✓

No. _____

SUBPOENA TO ATTEND AND TESTIFY

TO:

1. You are ordered by the court to come to _____

(Specify courtroom or other place)

at _____, _____ County, Pennsylvania, on _____
at _____ o'clock, _____ M., to testify on behalf of _____

in the above case, and to remain until excused.
2. And bring with you the following: _____

If you fail to attend or to produce the documents or things required
by this subpoena, you may be subject to the sanctions authorized by Rule
234.5 of the Pennsylvania Rules of Civil Procedure, including but not
limited to costs, attorney fees and imprisonment.
ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SUPREME COURT ID # _____

BY THE COURT: _____

Prothonotary/Clerk, Civil Division

DATE: _____

Seal of the Court

Deputy

OFFICIAL NOTE: This form of subpoena shall be used whenever a subpoena
is issuable, including hearings in connection with depositions and before
arbitrators, masters, commissioners, etc. in compliance with Pa.R.C.P.
No. 234.1. If a subpoena for production of documents, records or things
is desired, complete paragraph 2.

Date: 10/08/2003

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:57 AM

ROA Report

Page 3 of 3

Case: 2001-01278-CD

Current Judge: Fredric J. Ammerman

Kay Family Limited Partnership, Bonya Gazza DeGory, LLP vs. Gerard J. Dussault, Marguerite Dussault, Zoe Withey
Civil Other

Date		Judge
08/05/2003	ORDER OF COURT, AND NOW, this 4th day of August, 2003, re: Plaintiffs' Petition for an Order of Court Directing Defendant Zoe Withey to Consummate the November 13, 2002 Settlement Between Defendant Zoe Withey and Bonya Gazza & DeGory, LLP or be Held in Indirect Contempt of Court and Liable for Counsel Fees, it is hereby ORDERED that a Hearing on this matter is scheduled for Sept.17,2003, at 1:00 p.m. by the Court, s/FJA,J. 1 cc Atty Zimmerman	Fredric J. Ammerman ✓
08/20/2003	ORDER, AND NOW, this 19th day of August, 2003, re; Hearing rescheduled from Sept.7, 2003 to Monday , October 13, 2003, at 1:30 p.m. by the Court, s/FJA,J. 1 cc Atty Zimmerman, Dussaults, and Withey	Fredric J. Ammerman ✓

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01-1278-CD C.D. 2001

CIVIL ACTION - LAW

TYPE OF PLEADING:

Praeceptum for Writ of Summons

FILED ON BEHALF OF:

Plaintiffs

COUNSEL OF RECORD
FOR THIS PARTY:

David M. Zimmerman
PA I.D. #62496
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701
(412) 465-5535

FILED

AUG 08 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. _____ C.D. 2001

CIVIL ACTION - LAW

PRAECIPE

TO THE PROTHONOTARY:

Please issue a Writ of Summons against Gerard J. Dussault and Marguerite Dussault,
husband and wife, and Zoe Withey, Defendants in the above-referenced action.

August 7, 2001
Date

By:

BONYA GAZZA & DeGORY, LLP

David M. Zimmerman, Esquire

Attorneys for Plaintiffs

PA I.D. #62496

134 South Sixth Street

Indiana, PA 15701

(724) 465-5535

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA
NO. C.D. 2001

KAY FAMILY LIMITED
PARTNERSHIP and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

PRAECIPE

BONYA GAZZA & DEGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

FILED

AUG 11 10 48 AM '01

Attg pd.

80.00

William A. Shaw
Prothonotary

(2 time stamped copies of
Praecipe to Attg)

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION**

COPY

SUMMONS

**Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP**

Vs.

NO.: 2001-01278-CD

**Gerard J. Dussault
Marguerite Dussault
Zoe Withey**

**TO: GERARD J. DUSSAULT
MARGUERITE DUSSAULT
ZOE WITHEY**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 08/08/2001

William A. Shaw
Prothonotary

Issuing Attorney:

David M. Zimmerman
134 South Sixth Street
Indiana, PA 15701

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11345

KAY FAMILY LIMITED PARTNERSHIP BONYA GAZZA & DEGORY

01-1278-CD

VS.

DUSSAULT, GERARD J. AI

SUMMONS

SHERIFF RETURNS

NOW AUGUST 9, 2001 AT 3:10 PM DST SERVED THE WITHIN SUMMONS ON ZOE WITHEY, DEFENDANT AT SHERIFF'S OFFICE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ZOE WITHEY A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: SHULTZ

Return Costs

Cost	Description
19.34	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

AUG 20 2001
01:10:47 am
William A. Shaw
Prothonotary

Sworn to Before Me This

20th Day Of August 2001

William A. Shaw

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

So Answers,

Chester A. Hawkins
My Marilyn Harris
Chester A. Hawkins
Sheriff

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01278 C.D. 2001

CIVIL ACTION - LAW

FILED

OCT 16 2001

William A. Shaw
Prothonotary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF INDIANA

:ss

AFFIDAVIT OF SERVICE

I, David M. Zimmerman, depose and say that I am an associate attorney with Bonya Gazza & DeGory, LLP and that I served a Writ of Summons in the above matter on Defendant Gerard J. Dussault at his last known address, by Certified Mail, Return Receipt Requested, Restricted Delivery, postage prepaid, addressed to "Mr. Gerard J. Dussault, 1089 River Road, Weare, NH 03281." The original Certified Mail Sender's Receipt and executed Return Receipt Card indicating that the Notice was signed for and received by Defendant Gerard J. Dussault are attached hereto and made a part hereof.

Dated: October 15, 2001

Sworn to and subscribed before me
this 15th day of October, 2001.

Karen J. Hritz
Notary Public

David M. Zimmerman
David M. Zimmerman
PA I.D. #62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

NOTARIAL SEAL
Karen J. Hritz, Notary Public
Indiana County, Indiana, PA
My Commission Expires Oct. 27, 2001

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281

2. Article Number (Copy from service label)

7000 1670 0001 0181 3324

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X *Gerard J. Dussault*

☐ Agent
☐ Addressee

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☒ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

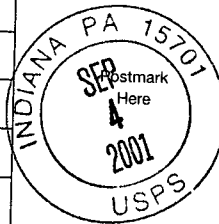
4. Restricted Delivery? (Extra Fee)

☒ Yes

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

OFFICIAL USE

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	3.20
Total Postage & Fees	\$ 7.14



Sent To *Mr. Gerard J. Dussault*
Street, Apt. No., or PO Box No. *1089 River Road*
City, State, ZIP+4 *Weare, NH 03281*

PS Form 3800, May 2000

See Reverse for Instructions

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01278 C.D. 2001

CIVIL ACTION - LAW

FILED

OCT 16 2001

William A. Shaw
Prothonotary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF INDIANA

:ss

AFFIDAVIT OF SERVICE

I, David M. Zimmerman, depose and say that I am an associate attorney with Bonya Gazza & DeGory, LLP and that I served a Writ of Summons in the above matter on Defendant Marguerite Dussault at her last known address, by Certified Mail, Return Receipt Requested, Restricted Delivery, postage prepaid, addressed to "Mrs. Marguerite Dussault, 1089 River Road, Weare, NH 03281." The original Certified Mail Sender's Receipt and executed Return Receipt Card indicating that the Notice was signed for and received by Defendant Marguerite Dussault are attached hereto and made a part hereof.

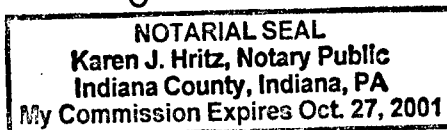
Dated: October 15, 2001

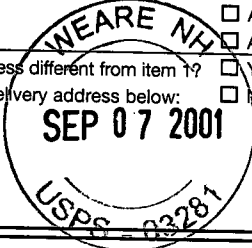
Sworn to and subscribed before me
this 15th day of October, 2001.

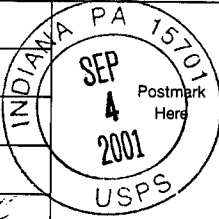
Karen J. Hritz
Notary Public

David M. Zimmerman

PA I.D. #62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Received by (Please Print Clearly) <u>Marguerite Dussault</u> B. Date of Delivery <u>9/7/01</u> C. Signature <u>[Signature]</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No <div style="text-align: center;">  </div>	
1. Article Addressed to: <u>Mrs. Marguerite Dussault</u> <u>1089 River Road</u> <u>Weare, NH 03281</u>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes	
2. Article Number (Copy from service label) <u>7000 1670 0001 0181 3317</u>			
PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952			

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
OFFICIAL USE	
Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	3.20
Total Postage & Fees	\$ 7.14
<div style="text-align: center;">  </div>	
Sent To <u>Mrs. Marguerite Dussault</u> Street, Apt. No., or P.O. Box No. <u>1089 River Road</u> City, State, ZIP+4 <u>Weare, NH 03281</u>	
PS Form 3800 May 2000 See Reverse for Instructions	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiff

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY

Defendant

No. 01278 C. D. 2001

CIVIL ACTION - LAW

TYPE OF PLEADING
PRAECIPE FOR ENTRY
OF APPEARANCE

FILED ON BEHALF OF:
DEFENDANT:
ZOE WITHEY

ATTORNEY FOR DEFENDANT:
David C. Mason, Esquire
Supreme Court ID #39180
DAVID C. MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

FILED

OCT 24 2001

William A. Shaw
Prothonotary

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

WASHINGTON, D. C. 20535

MEMORANDUM FOR THE DIRECTOR

FROM: SAC, NEW YORK (100-100000)

SUBJECT: [Illegible]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiff

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY

Defendant

No. 01278 C. D. 2001

CIVIL ACTION - LAW

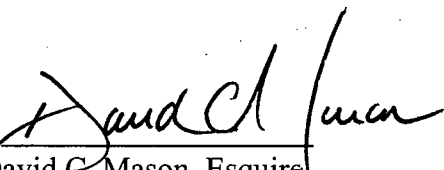
PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above named, Zoe Withey
Defendant.

DAVID C. MASON LAW OFFICE

DATED: 10/23/01

By: 
David C. Mason, Esquire
Attorney for Defendant

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

01162011

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

N0. 01278 C.D. 2001

CIVIL ACTION - LAW

FILED

NOV 13 2001

William A. Shaw
Prothonotary

RULE 4009.22 CERTIFICATE -

PREREQUISITE TO SERVICE OF A SUBPOENA

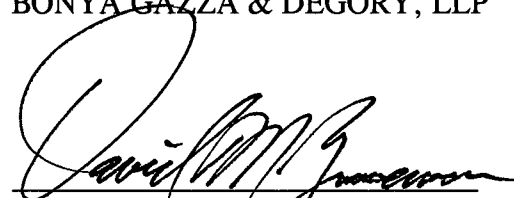
As a prerequisite to service of a subpoena for documents and things pursuant to Rule 4009.22, Plaintiff Bonya Gazza & DeGory, LLP certifies that:

1. A notice of intent to serve the subpoena with a copy of the subpoena attached thereto was mailed or delivered to each party on October 18, 2001, which is at least twenty days prior to the date on which the subpoena is sought to be served;
2. A copy of the notice of intent, including the proposed subpoena, is attached to this certificate;
3. No objection to the subpoena has been received; and
4. The subpoena which will be served is identical to the subpoena which is attached to the notice of intent to serve the subpoena.

BONYA GAZZA & DEGORY, LLP

Date: November 9, 2001

By:


David M. Zimmerman
PA I.D. #62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

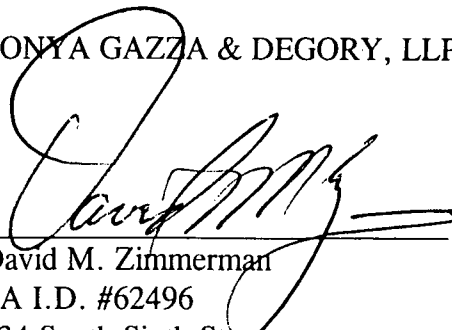
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED)	
PARTNERSHIP, and)	
BONYA GAZZA & DeGORY, LLP,	)	NO. 01278 C.D. 2001
)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.)	
)	
GERARD J. DUSSAULT and)	
MARGUERITE DUSSAULT,)	
husband and wife, and)	
ZOE WITHEY,)	
)	
Defendants)	

**NOTICE OF INTENT TO SERVE A SUBPOENA
TO PRODUCE DOCUMENTS AND THINGS
FOR DISCOVERY PURSUANT TO RULE 4009.21**

Plaintiff Bonya Gazza & DeGory, LLP intends to serve a subpoena identical to the one that is attached to this notice. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned an objection to the subpoena. If no objection is made, the subpoena may be served.

Date: October 18, 2001

BONYA GAZZA & DEGORY, LLP

By: _____
David M. Zimmerman
PA I.D. #62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP
Plaintiff(s)

*

Vs.

*

No. 2001-01278-CD

Gerard J. Dussault and
Marguerite Dussault, husband
and wife and Zoe Withey
Defendant(s)

*

COPY

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO RULE
4009.22

TO: Clearfield Bank & Trust Company
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce
the following documents or things: **SEE ATTACHED**
By sending such documents to David M. Zimmerman, 134 South Sixth Street,
Indiana, PA, 15701
(Address)

You may deliver or mail legible copies of the documents or produce things requested by this
subpoena, together with the certificate of compliance, to the party making this request at the address
listed above. You have the right to seek in advance the reasonable cost of preparing the copies or
producing the things sought.

If you fail to produce the documents or things required by this subpoena within twenty (20) days
after its service, the party serving this subpoena may seek a court order compelling you to comply with
it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: David M. Zimmerman
ADDRESS: 134 South Sixth Street
Indiana, PA 15701
TELEPHONE: (724) 465-5535
SUPREME COURT ID # PA-62496
ATTORNEY FOR: Plaintiffs

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division

DATE: Wednesday, October 17, 2001
Seal of the Court


Deputy

ATTACHMENT TO SUBPOENA TO
CLEARFIELD BANK & TRUST COMPANY

Copies of the following documents pertaining to each outstanding secured loans from Clearfield Bank & Trust Company to Gerard J. Dussault and/or Marguerite Dussault, including the loan pertaining to Clearfield Bank & Trust Company Account No. 502936C:

1. The note or other evidence of indebtedness through which the loan was made;
2. The mortgage or other document by which the loan was secured;
3. The history of interest and principal payments; and
4. The three most recent loan account statements or other documents reflecting the principal amount owed.

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

01-1278 - CD
NO 00409 C.D. 2001

CIVIL ACTION - LAW

**TO: GERARD J. DUSSAULT,
MARGUERITE DUSSAULT, and
ZOE WITHEY**

NOTICE

You have been sued in court. If you wish to defend against the Counterclaims set forth in the following pages, you must take action within twenty (20) days after this Document is served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Counterclaims set forth against you. You are warned that if you fail to do so the case may proceed without you and the court may enter a judgment against you without further notice for any money claimed in the Counterclaim or for any other claim or relief requested by the Counterclaim 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
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 50-51
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

FILED

DEC 04 2001

m/12:30/m
William A. Shaw
Prothonotary
1 CENT TO ATT

ESB

KAY FAMILY LIMITED)
PARTNERSHIP, and)
BONYA GAZZA & DeGORY, LLP,)

N0 00409 C.D. 2001

Plaintiffs)
vs.)

CIVIL ACTION – LAW

GERARD J. DUSSAULT and)
MARGUERITE DUSSAULT,)
husband and wife, and)
ZOE WITHEY,)

Defendants)

COMPLAINT

AND NOW, come the plaintiffs, Kay Family Limited Partnership and Bonya Gazza & DeGory, LLP, who by and through their counsel, David M. Zimmerman, Esquire, file a complaint against Defendants Gerard J. Dussault, Marguerite Dussault and Zoe Withey, averring as follows:

1. Plaintiff Bonya Gazza & DeGory, LLP (“Bonya Gazza & DeGory”) is a law firm and a Pennsylvania Limited Liability Partnership with an address of 134 South Sixth Street, Indiana, Pennsylvania 15701.

2. Plaintiff Kay Family Limited Partnership is a partnership with an address of 655 Philadelphia Street, Indiana, Pennsylvania, 15701.

3. Defendants Gerard J. Dussault and Marguerite Dussault (the “Dussaults”) are individuals who are husband and wife and former residents of Clearfield County with a current address of 1089 River Road, Weare, New Hampshire, 03281.

4. Defendant Zoe Withey (“Ms. Withey”) is an individual and a resident of Clearfield County with an address of R.R. 1, Box 488, Olanta, Pennsylvania, 16863.

5. By deed dated April 25, 1996 and recorded in the Clearfield County Register & Records Office at Deed Book Volume 1753, Page 63, the Dussaults were vested with title to property located in Clearfield County with an address of Main Street, Box 184, Maheffey, Pennsylvania, 15757 and identified by the Clearfield County Tax Assessment Office as Parcel Number of C11-302-00001 (the “Property”). A true and correct copy of the deed is attached hereto as Exhibit “A.”

6. In August 1999, the Dussaults and Leo Kay, a general partner in the Kay Family Limited Partnership, entered into a written agreement (the "Sales Agreement") by which the Dussaults agreed to sell the Property to Mr. Kay for \$64,000.00. A true and correct copy of the Sales Agreement is attached hereto as Exhibit "B."

7. Shortly after the Sales Agreement was executed, Leo Kay and the Kay Family Limited Partnership retained Bonya Gazza & DeGory, LLP to represent them in purchasing the Property.

8. In August or September 1999, Bonya Gazza & DeGory made arrangements for Ms. Withey to provide it with a report on the title to the Property, including the identification of all outstanding judgments, mortgages, liens and other encumbrances on the Property.

9. On or about September 2, 1999, Ms. Withey provided Bonya Gazza & DeGory with a written title report regarding the property (the "Title Report"). A true and correct copy of the Title Report is attached hereto as Exhibit "C."

10. The Title Report failed to identify and/or disclose to Bonya Gazza & DeGory a record lien in the nature of a mortgage on the Property in favor of the Clearfield Bank & Trust Company (the "Outstanding Mortgage"), which mortgage is recorded in the Clearfield County Register & Records Office at Mortgage Book Volume 1894, page 547. A true and correct copy of the Outstanding Mortgage is attached hereto as Exhibit "D."

11. The Outstanding Mortgage serves as security for a line of credit through which the Dussaults borrowed money from the Clearfield Bank & Trust Company.

12. Between September 10, 1999 and September 17, 1999, Bonya Gazza & DeGory prepared and provided to J. Kipp Lukehart, the attorney representing the Dussaults in the sale of the Property, a proposed HUD-1 Uniform Settlement Statement that set forth the disposition of the purchase funds. A true and correct copy of the HUD-1 is attached hereto as Exhibit "E."

13. Because the Outstanding Mortgage had not been disclosed to Bonya Gazza & DeGory, a payoff on the Outstanding Mortgage was not included on the HUD-1.

14. Plaintiffs believe and therefore aver that the Dussaults reviewed and approved the HUD-1 before or at the time of the closing on the transaction.

15. The closing on the purchase of the Property by the Kay Family Limited Partnership occurred on September 17, 2001.

16. The Dussaults conveyed the property to the Kay Family Limited Partnership by general warranty deed dated September 10, 1999 and recorded in the Clearfield County Register & Records Office at Deed Book Volume as Instrument #199915528 (the "Dussault Deed"). A true and correct copy of the deed is attached hereto as Exhibit "F."

17. In connection with a mortgage that the Kay Family Limited Partnership obtained from S&T Bank in purchasing the Property, Bonya Gazza & DeGory issued an Attorney's Certificate of Title by which it 1) certified to the Kay Family Limited Partnership and S&T Bank that good and marketable title to the Property vested in the Kay Family Limited Partnership as a result of the Dussault Deed, 2) certified to the Kay Family Limited Partnership and S&T Bank that the mortgage from the Kay Family Limited Partnership to the S&T Bank was a first lien on the Property, and 3) agreed to indemnify the Kay Family Limited Partnership and S&T Bank for losses attributable to the issuance of the Certificate of Title. A true and correct copy of the Attorney's Certificate of Title is attached hereto as Exhibit "G."

18. At the time of the closing, the Dussaults owed the Clearfield Bank & Trust Company a debt under the line of credit secured by the Outstanding Mortgage.

19. It is believed and therefore averred that the amount of the debt at the time of the closing was between \$7,000 and \$10,000.

20. The debt under the line of credit was and remains a lien on the property.

21. Since the closing, the Dussaults have been requested to pay off the debt under the line of credit secured by the Outstanding Mortgage, but they have failed and refused to do so.

COUNT I

Bonya Gazza & DeGory, LLP vs. Zoe Withey (Breach of Contract)

22. Paragraphs 1 through 21 above are included herein by reference.

23. Ms. Withey entered into a contract with Bonya Gazza & DeGory by which she agreed to identify and disclose to Bonya Gazza & DeGory all outstanding judgments, mortgages, liens and other encumbrances on the Property.

24. By failing to identify and disclose to Bonya Gazza & DeGory the Outstanding Mortgage, Ms. Withey breached the contract.

25. In breaching the contract, Ms. Withey became and remains liable to Bonya Gazza & DeGory in the amount of the debt the Dussaults owe Clearfield Bank & Trust Company.

26. The amount of Bonya Gazza & DeGory's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Bonya Gazza & DeGory, LLP requests judgment against Defendant Zoe Withey for less than \$20,000, plus interest and costs.

COUNT II

Bonya Gazza & DeGory, LLP vs. Zoe Withey (Negligence)

27. Paragraphs 1 through 26 above are included herein by reference.

28. In providing Bonya Gazza & DeGory with a title report, Ms. Withey had a duty to Bonya Gazza & DeGory to undertake a title and lien search with reasonable care and skill and to identify and disclose to Bonya Gazza & DeGory with reasonable care and skill all outstanding liens of record.

29. By failing to identify and/or disclose to Bonya Gazza & DeGory the Outstanding Mortgage, Ms. Withey breached the aforementioned duty to Bonya Gazza & DeGory.

30. As a result of the breach of duty, Ms. Withey became and remains liable to Bonya Gazza & DeGory in the amount of the debt the Dussaults owe Clearfield Bank & Trust Company.

31. The amount of Bonya Gazza & DeGory's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Bonya Gazza & DeGory, LLP requests judgment against Defendant Zoe Withey for less than \$20,000, plus interest and costs.

COUNT III

Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault (Breach of Sales Agreement)

32. Paragraphs 1 through 31 above are included herein by reference.

33. Pursuant to Paragraph 10(A) of the Sales Agreement, the Dussaults agreed to convey the Property free and clear of all liens, encumbrances, and easements.

34. As a result of the Outstanding Mortgage, the Dussaults have failed to convey the Property free and clear of all liens, encumbrances, and easements.

35. By failing to convey the Property free and clear of all liens, encumbrances, and easements, the Dussaults have breached the Sales Agreement.

36. In breaching the Sales Agreement, the Dussaults became and remain liable to the Kay Family Limited Partnership in the amount of the debt they owe the Clearfield Bank & Trust Company.

37. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest and costs.

COUNT IV

Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault (Breach of General Warranty)

38. Paragraphs 1 through 37 above are included herein by reference.

39. Pursuant to the general warranty deed by which the Dussaults conveyed the Property to the Kay Family Limited Partnership, the Dussaults provided express and implied warranties or covenants, including a covenant against encumbrances, that the property was being conveyed without any outstanding adverse titles, charges, burdens or interests, including mortgages.

40. The existence of the Outstanding Mortgage at the closing, the Dussaults' failure to disclose the Outstanding Mortgage, and the Dussaults' conveyance of the Property without satisfying the Outstanding Mortgage or providing a credit to the purchase price for the Kay Family Partnership to satisfy it, constitute breaches of warranties or covenants under the general warranty deed, including the covenant against encumbrances.

41. In breaching the warranties or covenants, the Dussaults became and remain liable to the Kay Family Limited Partnership in the amount of the debt they owe the Clearfield Bank & Trust Company.

42. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest and costs.

COUNT V

Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault (Fraud)

43. Paragraphs 1 through 42 above are included herein by reference.

44. Before and at the time of the closing, the Dussaults knew of the Outstanding Mortgage and that they owed a debt to the Clearfield Bank & Trust Company under the line of credit secured by it.

45. Upon reviewing the HUD-1, the Dussaults knew that the debt was not set forth on the HUD-1, that it would not be paid off from the purchase funds and that the Outstanding Mortgage would remain on the Property after the closing.

46. Despite their knowledge that the debt would not be paid off from the purchase funds and that the lien would remain on the Property after the closing, the Dussaults failed to disclose the existence of the mortgage or the debt to their attorney, the Kay Family Limited Partnership or Bonya Gazza & DeGory and proceeded to expressly or impliedly approve the HUD-1 and accept the proceeds from the purchase as set forth thereon.

47. The Dussaults knew or should have known that the Kay Family Limited Partnership and/or Bonya Gazza & DeGory were relying on the HUD-1 in tendering to the Dussaults or their attorney the proceeds from the purchase as set forth on the HUD-1 and in otherwise closing on the property.

48. The Kay Family Limited Partnership and/or Bonya Gazza & DeGory relied on the HUD-1, and the Dussaults' failure to disclose the Outstanding Mortgage or the debt relating to it, in tendering the proceeds as set forth on the HUD-1 and in otherwise closing on the Property.

49. The Dussaults thereby intentionally and fraudulently conveyed the Property knowing that they were not conveying it free and clear of all liens, encumbrances, and easements and otherwise in breach of the warranties or covenants of title.

50. As a result of their fraudulent conduct, the Dussaults are liable to the Kay Family Limited Partnership for the amount of the debt they owe the Clearfield Bank & Trust Company, as well as attorneys fees and costs.

51. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest, costs and attorneys fees.

COUNT VI

**Kay Family Limited Partnership vs. Gerard J. Dussault and Marguerite Dussault
(Punitive Damages)**

52. Paragraphs 1 through 51 above are included herein by reference.

53. The Dussaults knowingly, willingly and fraudulently failed to disclose the Outstanding Mortgage and the debt related to it.

54. The Dussaults' actions constitute intentional, willful, and/or malicious conduct done with reckless indifference and wanton disregard for the rights and interests of the Kay Family Limited Partnership.

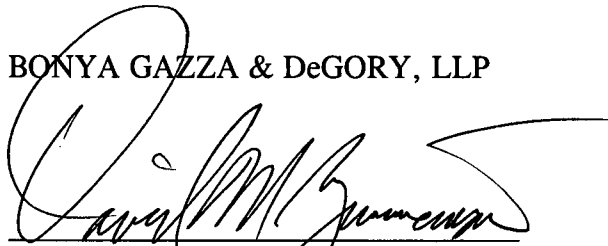
55. The Kay Family Limited Partnership is entitled to, and requests, an award of punitive damages.

56. The amount of the Kay Family Limited Partnership's damages, exclusive of interest and costs, is \$20,000 or less and therefore does not exceed the jurisdictional amount for Compulsory Arbitration under Clearfield County Local Rule 1301.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendants Gerard J. Dussault and Marguerite Dussault for less than \$20,000, plus interest, costs, punitive damages and attorneys fees.

BONYA GAZZA & DeGORY, LLP

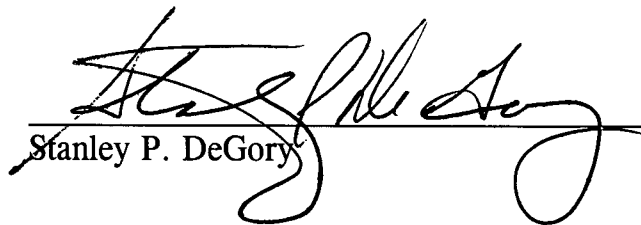
By:



David M. Zimmerman, Esquire
Attorneys for Plaintiffs
PA I.D. #62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

VERIFICATION

I, Stanley P. DeGory, a partner in the law firm of Bonya Gazza & DeGory, LLP, verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.


Stanley P. DeGory

Date: December 2, 2001

THIS DEED

MADE the 25th day of April, in the year nineteen hundred and ninety-six (1996) BETWEEN ANNA EYER, a single Individual, of Mahaffey, Clearfield County, Pennsylvania, party of the first part, hereinafter referred to as the GRANTOR,

A N D

GERARD J. DUSSAULT and MARGUERITE DUSSAULT, husband wife, as tenants by the entretles, of Mahaffey, Clearfield County, Pennsylvania, parties of the second part, hereinafter referred to as the GRANTEES,

WITNESSETH, That in consideration of Thirty-three Thousand and 00/100 (\$33,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, their heirs, successors and assigns,

ALL that certain lot or piece of ground situate in the Borough of Mahaffey, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of alley and East Main Street; thence along said street North twenty-five (25) degrees thirty (30) minutes West, a distance of fifty (50) feet to the corner of Lot Number 13; thence by line of Lot Number 13, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of fifty (50) feet to an alley; thence by said alley South fifty-four (54) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street, and the place of beginning. BEING Lot Number 12, East Side.

RESERVING nonetheless out of the above-described lot, along the south side adjoining the alley, a strip of ground twenty-one (21) feet wide and one hundred fifty (150) feet in length for street purposes.

ALSO one other lot or piece of ground situated in the same Borough in the East side and bounded and described as follows:

BEGINNING at the Southwest corner of Lot Number 12 on Main Street; thence along main Street, North twenty-five (25) degrees thirty (30) minutes West, thirty-nine (39) feet to the



corner of Lot Number 14, formerly owned by A.B. Mosser; thence by line of Lot Number 14, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of thirty-nine (39) feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South sixty-four (64) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street and the place of beginning. KNOWN as Lot Number 13-East Side.

BEING the same premises as was conveyed to the Grantor herein by Deed of G. Gaye Zold, single dated May 10, 1985 and entered for record in the Recorder's Office of Clearfield County in Deed & Records Book Volume 1011, Page 563.

TOGETHER with all and singular ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of Grantors in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said Grantors hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, successors and assigns, to and for the only proper use and behoof of the said Grantee and assigns, forever.

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 1:10 PM 4-25-96
BY F.D. HICKMAN
FEES 13.50
Karen L. Starck, Recorder

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

AMOUNT	330.00
--------	--------

PURCHASE LINE SCHOOL DISTRICT OF
1ST REALTY AND TRUST

AMOUNT \$ 330.00

PAID 4-25-96 KAREN L. STARCK
Date Agent

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", 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:

Lie: one J. Dussault
Marguerite Dussault

This 25th day of April 1996.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO 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. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended.)

VOL 1753 PAGE 66

The said Grantor will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal, the day and year first above-written.

Sealed and delivered in the presence of:

Anna Eyer
ANNA EYER

CERTIFICATE OF RESIDENCE

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

R.R. #1, Box 1-O
Mahaffey, PA 15757

R. Denning Gearhart
R. Denning Gearhart, Esquire

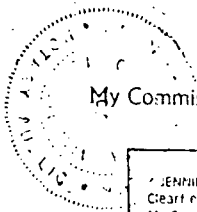
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : ss:
:

On this, the 25th day of April, 1996, before me, the undersigned officer, a Notary Public, personally appeared ANNA EYER, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

My Commission Expires: _____

Jennifer A. Cutler
Notary Public



NOTARIAL SEAL
JENNIFER A. CUTLER, Notary Public
Clearfield Borough, Clearfield County
My Commission Expires June 17, 1999

Entered of Record April 25 1996 11:20 AM Karen L. Stark, Recorder

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

This form recommended and approved for, but not intended for, use by the members of the Pennsylvania Association of REALTORS®

Commercial
S & C 1989C

AGENT FOR SELLER
Howard Hanna Allegheny
232 West Mahoning Street
Pittsburgh, PA 15267
PA. LICENSED BROKER

SUBAGENT FOR SELLER

PA. LICENSED BROKER

THIS AGREEMENT, this 19th day of August, A.D. 1999

1. PRINCIPALS: Between Gerard J. and Marguerite Dussault

with mailing address of Main St., Box 184 Mahaffey, PA
Zip Code 15757 Phone #814-277-4504, hereinafter called Seller,
and Ray Family Limited Partnership

with mailing address of 665 Philadelphia Street Indiana, Pa
Zip Code 15701 Phone # 724-465-9130, hereinafter called Buyer.

2. PROPERTY: Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:
Main St., PO Box 184

In the borough of Mahaffey County of Clearfield
State of PA Zip Code 15757

Zoning Classification: none

Failure of this agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) shall render this agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action.

Tax Parcel No. C11-302-00001 Deed Book 1753 Page No. 0063

3. TERMS:

(A) Purchase Price sixty-four thousand \$64,000 U.S. Dollars

to be paid to the Seller by the Buyer as follows:

(1) Cash or check at signing this agreement: \$ 1,000
(2) Cash or check to be paid on or before: September 20 19 99 \$
(3) \$
(4) \$
(5) Cash or certified check at time of settlement: \$ 63,000
TOTAL PRICE \$ 64,000

(B) Written approval of Seller to be on or before: August 27 19 99

(C) Settlement to be made on or before: September 20 19 99

(D) Conveyance from Seller will be by fee simple deed of special warranty.

(E) Transfer taxes will be paid by 50/50 buyer/seller

(F) The following shall be apportioned pro-rata as of and at time of settlement: taxes as levied and assessed, rents, interest on mortgage assumptions, water and sewer rents, lienable municipal services, and condominium fees, if any.

4. STATUS OF WATER AND SEWER: Seller warrants that this property is served by:

☐ public water ☐ well water ☒ public sewer ☐ septic system

Seller further warrants that these systems are fully paid for as of the date of this Agreement.

5. POSSESSION AND TENDER:

(A) Possession is to be delivered by deed, keys and physical possession to a vacant building (if any) free of debris at day and time of settlement, or by deed and assignment of existing lease(s) at time of settlement if premises are tenant occupied, unless otherwise specified herein.

If tenant occupied, Buyer will acknowledge the existing lease(s) by initialing it (them) at the time of signing this Agreement of Sale and by attaching it (them) hereto.

(B) Seller will not modify or extend any existing leases or enter into any new or additional leases for the premises without the express written consent of the Buyer.

(C) Formal tender of an executed deed and purchase money is hereby waived.

(D) Buyer reserves the right to make a pre-settlement inspection of the subject property.

6. ITEMS OF PERSONALTY: The following items are included in this sale and purchase price: stove, refrigerator, dishwasher, washer/dryer, microwave, ceiling fans, window blinds

Seller hereby warrants that he/she will deliver good title to all of the articles described in this paragraph and any other fixtures or items of personalty specifically scheduled and to be included in this sale.

7. SPECIAL CLAUSES:

* sale is contingent upon buyer accepting the appraisal for value

* buyer has received a copy of sellers disclosure and is buying in "as is" condition waiving all inspections

Blumberg No. 5208

EXHIBIT

B

8. PROPERTY DEFECTS DISCLOSURE:

- (A) Owner represents and warrants that Owner has no knowledge except as noted in this Agreement:
- (1) That the premises have been contaminated by any substance in any manner which requires remediation;
 - (2) That the property contains wet lands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law;
 - (3) That the property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and
 - (4) That any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (B) Seller and Buyer acknowledge that Broker:
- (1) Is a licensed real estate broker;
 - (2) Is not an expert in construction, engineering, or environmental matters; and
 - (3) Has not made and shall not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the property or any adjacent property, including whether:
 - (a) The premises have been contaminated by any substance in any manner that requires remediation;
 - (b) The property contains wet lands, flood plains, or any other environmentally sensitive areas, the development of which is limited or precluded by law;
 - (c) The property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and
 - (d) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water, except as noted in this Agreement.
- (C) Seller agrees to indemnify and to hold Agent harmless from and against all claims, demands, or liabilities, including attorneys' fees and court costs, which arise from or are related to the environmental condition or suitability of the property prior to, during, or after Seller's occupation of the property including without limitation any:
- (1) Contamination of the property as defined in paragraph 8(A)(1);
 - (2) Presence of any environmentally sensitive areas on the property as defined in paragraph 8(A)(2);
 - (3) Presence on the property of any substances which are the subject of paragraph 8(A)(3); or
 - (4) Violation of the law as described in paragraph 8(A)(4).
- (D) The provisions of this Section shall survive the performance of this Agreement.

9. NOTICES & ASSESSMENTS:

- (A) Seller represents, as of the acceptance date of this Agreement, that no public improvement assessments have been made against the premises which remain unpaid and that no notice by any government or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, building, safety, or fire ordinances which remain uncorrected unless otherwise specified herein.
- (B) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improvements consist of sewer or water lines not in use, shall be the responsibility of the Seller; any notices received thereafter shall be the responsibility of the Buyer.
- (C) If required by law, Seller shall deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.
- (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

10. TITLE AND COSTS:

- (A) The premises are to be conveyed free and clear of all liens, encumbrances, and easements, with the exception of existing building restrictions, ordinances, easements of roads, easements visible upon the ground, and privileges or rights of public service companies. The title to the subject property shall be good and marketable and such as will be insurable by a reputable Title Insurance Company at the regular rate.
- (B) In the event the Seller is unable to give a good and marketable title and such as will be insurable by a reputable Title Insurance Company, Buyer shall either take such title as the Seller can give without abatement of price or be repaid all monies that Buyer has paid to Seller on account of the purchase price including reimbursement for the items specified in paragraphs 10(C) items (1), (2), (3), and 10(D). In the latter event neither party shall have further liability or obligation, and this Agreement shall become VOID and all copies will be returned to Seller's Agent for cancellation.
- (C) The Buyer will pay for the following:
- (1) The premiums for mechanics lien insurance and/or title search, or fee for cancellation of same;
 - (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee;
 - (3) Appraisal fees and charges paid in advance to mortgage lender;
 - (4) Buyer's normal settlement costs and accruals.
- (D) Any survey or surveys required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the premises or the correction thereof, shall be secured and paid for by the Seller. Any survey or surveys desired by the Buyer or required by his/her mortgage lender shall be secured and paid for by the Buyer.

- 11. DEPOSIT AND RECOVERY FUND:** Deposits, regardless of the form of payment and the person designated as payee, shall be paid to Agent for the Seller who shall retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Agent for the Seller may, at his or her sole option, hold any uncashed check tendered as deposit, pending the acceptance of this offer. In the event of litigation for the return of deposit monies, Agent for the Seller will distribute the monies pursuant to a final order of court or the written agreement of the parties. Buyer and Seller agree that, in the event the Agent and/or Subagent are joined in litigation for the return of deposit monies, the Agent's and/or Subagent's attorneys fees and costs will be paid by the party joining the Agent or Subagent.

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

12. MAINTENANCE AND RISK OF LOSS:

- (A) Seller shall maintain the property, and any personal property specified herein, in its present condition, normal wear and tear excepted.
- (B) Seller shall promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the property is condemned, destroyed, or damaged as a result of any cause whatsoever.
- (C) Seller shall bear risk of loss from fire or other causes until time of settlement. In the event that damage to any property included in this sale is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account of or accepting the property in its then condition together with the proceeds of any insurance recovery obtained by Seller. Buyer is hereby notified that he/she may insure his/her equitable interest in this property as of the time this Agreement is accepted.

13. DEFAULT/TIME OF THE ESSENCE: The time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence. Should the Buyer:

- (A) Fail to make any additional payments as specified in paragraph 3; or
- (B) Furnish false or incomplete information to the Seller, the Seller's Agent, or the mortgage lender concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; or
- (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement, then in such case, all deposit monies and other sums paid by the Buyer on account of the purchase price, whether required by this Agreement or not, may be retained by the Seller. (1) On account of the purchase, or (2) As monies to be applied to the Seller's damages, or (3) As liquidated damages for such breach as the Seller may elect. In the event that the Seller elects to retain the monies as liquidated damages, the Seller shall be released from all liabilities or obligations and this Agreement shall be VOID and all copies will be returned to the Seller's Agent for cancellation.

14. AGENT(S): It is expressly understood and agreed between the parties that the named Agent, Broker, and any Subagent, Broker and their salespeople, employees and/or partners, are Agent(s) for the Seller not the Buyer; however, the Agent(s) may perform services for the Buyer in connection with financing, insurance and document preparation.**15. RECORDING:** This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.**16. ASSIGNMENT:** This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and, to the extent assignable, to the assigns of the parties hereto. It is expressly understood, however, that the Buyer shall not transfer or assign this Agreement without the written consent of the Seller.**17. REPRESENTATIONS:**

- (A) In entering into this Agreement, Buyer has not relied upon any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Agent or their employees unless expressly incorporated or stated in this Agreement.
- (B) It is understood that Buyer has inspected the property, or hereby waives the right to do so, and has agreed to purchase it in its present condition. Buyer acknowledges that the Agent has not made an independent examination or determination of the structural soundness of the property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) It is further understood that this agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this agreement shall not be altered, amended, changed, or modified except in writing executed by the parties.

BUYER'S APPROVAL:

WITNESS: John J. Curdaway

WITNESS: _____

BUYER: [Signature]

BUYER: _____

VOLUNTARY TRANSFER OF CORPORATE ASSETS: The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 23 P.S. Section 1311.

SELLER'S ACCEPTANCE: Seller hereby accepts the above contract this 27 day of August, AD 1999.

WITNESS: [Signature]

WITNESS: _____

AGENT BY: _____

SELLER: [Signature]

SELLER: [Signature]

ZOE WITHEY
Title Abstracting
Clearfield County Courthouse

Remit Payment to:

R.R. 1, Box 488
Olanta, PA 16863
(814) 236-2532

Courthouse:
(814) 765-3869

Fax (814) 765-1989

Services Rendered:

Sept. 2, 1995

Gerald J. Mussault

Map # 13-C11-302-1

Search and ⁵⁰ Copies

\$ 115.00

Any questions, please call,

Thank you

Zoe



~~o'm Na. 17~~

~~Indian~~

[illegible]

ITEMS to Note
Map # 13-C11-302-1

NO Judgements, Liens, Sec. Trans or Delinquent taxes

2 OPEN Mortgages - Dussault

1. NBOC Bank
Dated 4-25-96
Rec. 4-25-96
Principal amount \$33,000.00

Vol. 1753-67

2. NBOC Bank
Dated April 25, 1996
Rec. April 25, 1996
Credit limit \$3,300.00

Vol. 1753-73

A. Misc - Eyer

1209-167 Mahaffay Boro Municipal Authority 12-14-87 Right of
Way

Estates:

Mary McKaye Zold
Will Book 36-171

D.O.D. 4-25-1978

John A. McKaye

D.O.D. 4-3-72

MORTGAGE

(Advance Money Mortgage Securing an Open-End Line of Credit)

VOL 1884 PAGE 547

THIS MORTGAGE is made this 4th day of December 19 97 between Gerard J. & Marguerite Dussault
of PO Box 184, Mahaffey, PA 15757
(whether one or more persons called "Owner") and

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

WHEREAS, Gerald J. & Marguerite Dussault (called "Lender")
has been granted a Home Equity Line of Credit Account (called the "Account") by Lender with a Credit Limit of \$ 10,000.00
as evidenced by an Account Agreement (called the "Agreement") dated December 4, 1997; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and
WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement;
NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced
to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced in order to protect the security of this
Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of
the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or
hereafter erected, and all easements, rights and appurtenances thereon, located at: Borough, Mahaffey
PO Box 184

Mahaffey Street
XXXXXX/Borough Clearfield County, Commonwealth of Pennsylvania, (the "Property"),

which was conveyed to Owner by Deed dated December 4, 1997, and duly recorded in the office for the Recording of
Deeds in said County in Deed Book No. 1753, Page 63, Tax Parcel Number (or other Uniform
Parcel Identifier, if any) _____, as the Property is therein described and, ☒ if this box is checked, as the Property is more particularly described in
Exhibit "A," which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows:

1. THIS IS AN ADVANCE MONEY MORTGAGE — It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.
2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.
3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.
5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein. If notice is given by certified mail, it shall be deemed to have been given on the date of mailing.
6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.
7. Mortgagor shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.
8. Upon default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.
9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.
11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.
12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.
13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.
14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, upon written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS

[Signature]
[Signature]

[Signature]
[Signature]

(SEAL)

(SEAL)

BANCORP SLAYER FORM PA 108 (10/89)

©1989 BANCORP SLAYER SERVICE, INC.

Blumberg No. 5208

EXHIBIT

D

VOL 1894 PAGE 548

NOTICE

This is an Advance Money Mortgage securing an Open-End Line of Credit upon which Borrower may obtain loans from time to time, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER OTHER MORTGAGES

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is:

On behalf of Lender.

By: Kurt J. Johnson Title: Branch Manager

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF Clearfield

On this, the 4th day of December, 19 97, before me, Tia N. Lansberry
the undersigned officer, personally appeared Gerard J. & Marguerite Dussault, known to me (or satisfactorily proven)
to be the person(s) whose name(s) are are subscribed as Owner to the within instrument and acknowledged
that they executed the same for the purposes herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

Title of Officer

NOTARY PUBLIC
TIA N. LANSBERRY
CLEARFIELD COUNTY, CLEARFIELD COUNTY
MY COMMISSION EXPIRES JUNE 4, 2001

COMMONWEALTH
OF PENNSYLVANIA
COUNTY OF _____)
Recorded on this _____ day)
of _____, A.D. 19 _____, in)
the Recorder's Office of Said County, in Mortgage)
Book Vol. _____, Page _____)
Given under my hand and seal of the said)
office, the day and year aforesaid.)
Recorder

Mortgage

Loan No.

PENNSYLVANIA

COMMONWEALTH

OF

TO

Environmental Hazards.

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

Exhibit A

BEGINNING at a post corner of alley and East Main Street; thence along said street North twenty-five (25) degrees thirty (30) minutes West, a distance of fifty (50) feet to the corner of Lot Number 13; thence by line of Lot Number 13, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of fifty (50) feet to an alley; thence by said alley South fifty-four (54) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street, and the place of beginning. BEING Lot Number 12, East Side.

RESERVING nonetheless out of the above-described lot, along the south side adjoining the alley, a strip of ground twenty-one (21) feet wide and one hundred fifty (150) feet in length for street purposes.

ALSO one other lot or piece of ground situated in the same Borough in the East side and bounded and described as follows:

BEGINNING at the Southwest corner of Lot Number 12 on Main Street; thence along main Street, North twenty-five (25) degrees thirty (30) minutes West, thirty-nine (39) feet to the

corner of Lot Number 14, formerly owned by A.B. Mosser; thence by line of Lot Number 14, North sixty-four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along said alley South twenty-five (25) degrees thirty (30) minutes East, a distance of thirty-nine (39) feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South sixty-four (64) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street and the place of beginning. KNOWN as Lot Number 13-East Side.

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 10:31 AM 12-17-97
BY CLERK OF RECORD
FEES 63.50
Karen L. Starck, Recorder

Filed of Record Dec 17 1997 10:31 AM Karen L. Starck, Recorder

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		SETTLEMENT STATEMENT	
B. TYPE OF LOAN: 1. () FHA 2. () FmHA		6. File Number:	
3. () CONV. UNINS. 4. () VA 5. () CONV. INS.		7. Loan Number	
C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals. NOTE: TIN=taxpayer's Identification Number.			
D. NAME & ADDRESS OF BORROWER:		E. NAME, ADDRESS & TIN OF SELLER:	
Name: Kay Family Limited Partnership		Name: Gerard J. Dussault and Marguerite Dussault	
Street: 665 Philadelphia Street		Street: Main Street, P.O. Box 184	
City: Indiana		City: Mahaffey	
St&Zip: Pennsylvania 15701		St. & Zip: Pennsylvania 15757	
		Transferor's Identification Number: 022-26-9525	
F. NAME AND ADDRESS OF LENDER:		H. SETTLEMENT AGENT: NAME, ADD. & TIN	
S&T Bank 800 Philadelphia Street Indiana, PA 15701		Stanley P. DeGory Bonya Gazza & DeGory, LLP 134 South Sixth Street Indiana, PA 15701 25-1292084	
G. PROPERTY LOCATION: Main Street, Mahaffey, Clearfield County, Pennsylvania		I. SETTLEMENT DATE: September 17, 1999	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price \$64,000.00		401. Contract sales price \$64,000.00	
102. Personal Property		402. Personal Property	
103. Borrower's settlement charges (line 1400) 2,053.96		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to 12/31/99 49.52		407. County taxes to 12/31/99 49.52	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
120. GROSS AMOUNT DUE FROM BORROWER 66,103.48		420. GROSS AMOUNT DUE TO SELLER 64,049.52	
L. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		M. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposits or earnest money 1,000.00		501. Excess deposit (see instructions) 1,000.00	
202. Principal amount of new loan(s) 48,000.00		502. Settlement charges to seller (line 1400) 3,480.00	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan to NBOC Bank 27,188.84	
205.		505. Payoff of second mortgage loan to NBOC Bank 3,018.66	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School Taxes 1999 to 6/30/2000 84.15		513. School Taxes - 1999 to 6/30/2000 84.15	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER 49,084.15		520. TOTAL REDUCTION AMOUNT DUE SELLER 34,771.65	
N. CASH AT SETTLEMENT FROM/TO BORROWER		O. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120) 66,103.48		601. Gross amount due to seller (line 420) 64,049.52	
302. Less amounts paid by/f for borrower (line 220) 49,084.15		602. Less reductions in amount due seller (line 520) 34,771.65	
303. CASH (X) FROM () TO BORROWER 17,019.33		603. CASH (X) TO () FROM SELLER 29,277.87	

SUBSTITUTE FORM 1099 SELLER STATEMENT

The information in Blocks E, G, H, I & line 401 (or, if line 401 is asterisked, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2119, *Sale or Exchange of Principal Residence*, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, *Form 6252 and/or Schedule D (Form 1040)*. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLERS FUNDS AT SETTLEMENT
700. Total Sales/Broker's Commission (based on price) \$3,840.00 less \$1,000 downpayment					
Division of Commission (line 700) as follows:					
701.	\$	to			
702.	\$	to			
703.	\$				0.00
704. Balance of Commission paid at settlement					\$2,840.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801.	Loan Origination Fee				
802.	Loan Discount				
803.	Appraisal Fee to S&T Bank			\$225.00	
804.	Credit Report				
805.	Lender's Inspection Fee				
806.	Mortgage Insurance Application Fee to				
807.	Assumption Fee				
808.	Document Preparation Fee to S&T Bank			125.00	
809.	Flood Certification to S&T Bank			18.00	
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901.	Interest				
902.	Mortgage Insurance Premium				
903.	Hazard Insurance Premium				
904.					
1000. RESERVES DEPOSITED WITH LENDER					
1001.	Hazard Insurance	months @ \$	per month	0.00	//////////
1002.	Mortgage Insurance	months @ \$	per month	0.00	//////////
1003.	City property taxes	months @ \$	per month	0.00	//////////
1004.	County property taxes	months @ \$	per month	0.00	//////////
1005.	Annual assessments	months @ \$	per month	0.00	//////////
1006.					
1007.					
1008.				0.00	
1100. TITLE CHARGES					
1101.	Settlement/closing fee to				
1102.	Abstract/title search and Bring Down to Zoe Withey			115.00	
1103.	Title examination to				
1104.	Title insurance binder to				
1105.	Document preparation to				
1106.	Notary fees to				
1107.	Attorney's fees to Bonya Gazza & DeGory, LLP			500.00	
(includes above item numbers 1101, 1105, title certification to S&T Bank and trip to Clearfield)				//////////	
1108.	Title insurance to				
(includes above item numbers)					
1109.	Lender's coverage \$				
1110.	Owner's coverage \$				
1111.					
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201.	Recording fees:	Deed \$17.50	Mortgage \$23.50	Release \$	41.00
1202.	City/county tax/stamps:	Deed \$640.00	Mortgage \$		640.00
1203.	State tax/stamps:	Deed \$640.00	Mortgage \$		640.00
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301.	Survey to				
1302.	Pest Inspection to				
1303.	Mary Ann Bell, Tax Collector - Payment of 1999 School Taxes Due at Discount			389.96	
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (this number transfers to lines 103 & 502 above)				2,053.96	5,480.00

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

DEED

MADE THE 10th day of September in the year of our Lord One Thousand Nine Hundred Ninety Nine (1999).

BETWEEN

GERARD J. DUSSAULT and MARGUERITE DUSSAULT, husband and wife,
of Main Street, P.O. Box 184, Mahaffey, Clearfield County, Pennsylvania 15757,

GRANTORS

A

N

D

KAY FAMILY LIMITED PARTNERSHIP, of 665 Philadelphia Street, Indiana, Indiana
County, Pennsylvania 15701,

GRANTEE

WITNESSETH, that in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, the Grantors do hereby grant and convey to the said Grantee, its heirs and assigns,

ALL those certain pieces, parcels or tracts of land situate, lying and being in the BOROUGH OF MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA, bounded and described as follows, to-wit:

FIRST PIECE: BEGINNING at a post corner of alley and East Main Street; thence along said street North 25° 30' West, a distance of 50 feet to the corner of Lot Number 13; thence by line of Lot Number 13, North 64° 30' East, a distance of 150 feet to an alley; thence along said alley South 25° 30' East, a distance of 50 feet to an alley; thence by said alley South 64° 30' West, a distance of 150 feet to Main Street, and the place of beginning. Known as Lot Number 12, East Side.

EXCEPTING AND RESERVING, nonetheless out of the above-described lot, along the South side adjoining the alley, a strip of ground 21 feet wide and 150 feet in length for street purposes.



SECOND PIECE: BEGINNING at the Southwest corner of Lot Number 12 on Main Street; thence along Main Street, North 25° 30' West, 39 feet to the corner of Lot Number 14, formerly owned by A.B. Mosser; thence by line of Lot Number 14, North 64° 30' East, a distance of 150 feet to an alley; thence along said alley South 25° 30' East, a distance of 39 feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South 64° 30' West, a distance of 150 feet to Main Street and the place of beginning. Known as Lot Number 13, East Side.

Further identified in the Clearfield County Tax Assessment Office as Parcel No. C11-302-00001.

BEING the same premises granted and conveyed to Gerard J. Dussault and Marguerite Dussault, husband and wife, from Anna Eyer, a single individual, by deed dated April 25, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1753, at page 63.

In compliance with the Act of July 17, 1957, as amended, the following Notice is set forth: **NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO 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.**

GRANTORS HAVE NO ACTUAL KNOWLEDGE OF ANY HAZARDOUS WASTE AS DEFINED BY ACT NO. 97-1980 OF THE COMMONWEALTH OF PENNSYLVANIA, HAVING BEEN OR WHICH IS PRESENTLY BEING DISPOSED ON OR ABOUT THE SUBJECT PREMISES DESCRIBED IN THIS DEED OF CONVEYANCE.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER

199915528

RECORDED ON

Sep 17 1999

10:48:00 AM

RECORDING FEES - \$15.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER \$1.00

IMPROVEMENT FUND

STATE TRANSFER \$640.00

TAX

STATE WRIT TAX \$0.50

MANAHEFF BOROUGH \$320.00

PURCHASE LINE \$320.00

AREA SCHOOLS

TOTAL \$1,297.50

=====

NOTICE

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they 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.

Witness signatures of grantee (grantees) this 17th day of September 1999.

Cynthia J. Doves
Witness

[Signature] (SEAL)

_____(SEAL)

=====

To comply with the Realty Transfer Tax Act of the Commonwealth of Pennsylvania, it is hereby certified that the true, full and complete value of the real estate herein conveyed and the consideration of and for this conveyance is \$64,000.00.

AND the said Grantors hereby covenant and agree that they will **GENERALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seal the day and year first above-written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bettie M. Small

Gerard J. Dussault
GERARD J. DUSSAULT

Bettie M. Small

Marguerite Dussault
MARGUERITE DUSSAULT

Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows:
665 Philadelphia Street, Indiana, PA 15701

[Signature]
Attorney or Agent for Grantee

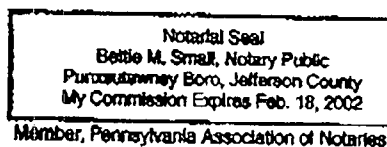
COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF JEFFERSON

On this, the 10th day of September, 1999, before me, a Notary Public, the undersigned officer, personally appeared **GERARD J. DUSSAULT** and **MARGUERITE DUSSAULT**, known to me (or satisfactorily proven) to be, the persons whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained.

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



Bettie M. Small
Notary Public



Mail To:

Kay Family Limited Partnership
665 Philadelphia Street
Indiana, Pa 15701

DEED

GERARD J. DUSSAULT and MARGUERITE DUSSAULT, Grantors

- and -

KAY FAMILY LIMITED PARTNERSHIP, Grantee

Prepared by:

J. Kipp Lukehart, Esq.

LUKEHART & LUNDY

219 East Union Street

P.O. Box 74

Punxsutawney, PA 15767

(814) 938-8110

COMMONWEALTH OF PENNSYLVANIA

ss:

COUNTY OF CLEARFIELD

Recorded on this _____ day of _____
A.D. 199____, in the Recorder's office of the said County, in Record Book Volume
_____, Page _____.

Given under my hand and the seal of the said office, the date above written.

_____, Recorder

Attorney's Certificate of Title

In connection with a Mortgage by Kay Family Limited Partnership
_____ to S & T Bank, its successors or
assigns, I certify that I have examined the record of title to the following described real
estate and made searches for a minimum period of fifty (50) years through the date the
Mortgage was recorded on September 17, 1999

Description

(If additional space is needed for description, attach an additional sheet)

See Attached.

I certify that good and marketable title to this real estate is now vested in _____
Kay Family Limited Partnership
the Mortgagors, by virtue of a Deed from Gerard J. Dussault and Marguerite
Dussault, his wife, dated September 10, 1999, and
recorded in the Recorder's Office designated as instrument No. _____, and
that a Mortgage from them to S & T Bank, dated September 17, 1999, recorded on
September 17, 1999 in the Recorder's Office of Clearfield
County, Pennsylvania, and designated as instrument No. 1999/5529, is a
First lien on this real estate. I further certify that this real estate is bordered
by a public thoroughfare which provides access to this real estate or that this real estate
has access to a public thoroughfare by virtue of a recorded right-of-way easement.



Tax Information

This property is assessed in the names of Gerard J. Dussault and
Marguerite Dussault, his wife
for tax purposes as Parcel Number C11-302-00001 as follows:

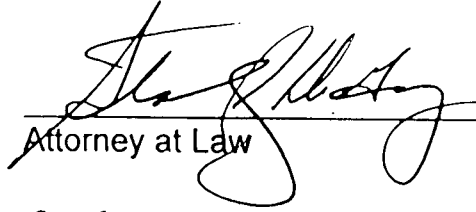
Land	\$ <u>525</u>
Building	\$ <u>9100</u>
 TOTAL	 \$ <u>9625</u>

All taxes for previous years have been paid. For the current year, the taxes are as follows:

City, Borough, County or Township Tax		(circle one)	
School Tax	\$ <u>172.14</u>	PAID	UNPAID
	\$ <u>389.96</u>	PAID	UNPAID
 TOTAL TAXES	 \$ <u>562.10</u>		

I hereby agree to indemnify you and your successors in interest in the Mortgage opened herein, to the full extent of any loss attributable to a breach of my duty to exercise reasonable care and skill in the examination of the title and the giving of this opinion.

Dated: September 17, 1999


Attorney at Law

Stanley P. DeGory

Print Name

134 South Sixth Street

Indiana, PA 15701

Address

(724) 465-5535

Telephone Number

The name of my professional liability insurer is Westport Insurance Corporation

The number of my professional liability insurance policy is PLP-224991-9

The liability limits of my professional liability insurance policy are \$3,000,000

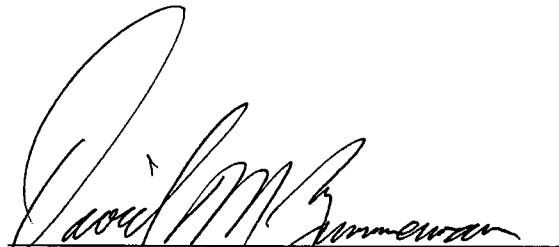
CERTIFICATE OF SERVICE

I hereby certify that on the 3RD day of December 2001, I served a copy of the above Complaint on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Mrs. Marguerite Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866
(Defendant Zoe Withey's Counsel)



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

NO 00409 C.D. 2001

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NOTICE

BONYA GAZZA & DEGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

FILED

DEC 04 2001

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
*
*
*
* TYPE OF CASE: Civil Action
*
* TYPE OF PLEADING: ANSWER, NEW
* MATTER and NEW MATTER IN THE
* NATURE OF A CROSS-CLAIM OF
* DEFENDANT ZOE WITHEY
*
*
*
* FILED ON BEHALF OF:
* Defendant, Zoe Withey
*
* COUNSEL OF RECORD FOR THIS
* PARTY:
* David C. Mason
* Superior Court I.D. 39180
* DAVID C. MASON LAW OFFICE
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240
*
* COUNSEL OF RECORD FOR
* PLAINTIFF:
* David M. Zimmerman, Esquire
* Bonya Gazza & DeGory, LLP.
* 134 South Sixth Street
* Indiana, PA 15701
* (724) 465-5535

FILED

JAN 03 2002

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

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* No. 01278 C.D. 2001
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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 AN 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

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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ANSWER, NEW MATTER, AND NEW MATTER
IN THE NATURE OF A CROSS-CLAIM OF
DEFENDANT ZOE WITHEY

AND NOW, comes the Defendant ZOE WITHEY by and through her attorney,
DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiffs' Complaint:

1-6. ADMITTED.

7. DENIED. The allegation contained in Paragraph 7 of Plaintiffs' Complaint
is denied for after reasonable investigation Answering Defendant is without
knowledge or information sufficient to form a belief as to the truth of this averment.
Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

8. DENIED. It is specifically denied that Bonya Gazza & DeGory, LLP,
Plaintiffs herein, hired Defendant Zoe Withey for any purpose. Strict proof thereof,
to the extent deemed relevant, is demanded at the time of trial.

9. ADMITTED IN PART and DENIED IN PART. It is denied that Defendant Zoe Withey provided Bonya Gazza & DeGory, LLP with a written title report. By way of further answer, it is admitted that the title report attached to Plaintiffs' Complaint as Exhibit "C" was prepared by Defendant Zoe Withey and provided to "Indiana Abstracting."

10-11. ADMITTED.

12. DENIED. After reasonable investigation, Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

13. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

14. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

15. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

16. ADMITTED.

17. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

18. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

19. DENIED. After reasonable investigation Answering Defendant is without knowledge or information sufficient to form a belief as to the truth of this averment. Strict proof thereof, to the extent deemed relevant is demanded at the time of trial.

20. ADMITTED.

21. ADMITTED.

COUNT I

22. No response is necessary. Answering Defendant incorporates herein by reference her answers to Paragraphs 1 through 21 of the Complaint.

23. DENIED. Answering Defendant Withey specifically denies entering into a contract with Bonya Gazza & DeGory, LLP. Rather, at the request of Indiana Abstracting, Defendant Zoe Withey conducted an examination of the record at Clearfield County and prepared a property report. By way of further answer, Answering Defendant avers that her agreement with Indiana Abstracting was to prepare a property report. There was not agreement of guarantee or warranty.

24. DENIED. Paragraph 24 of Plaintiffs' Complaint contains a statement which is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment

contained in Paragraph 24 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

25. DENIED. Paragraph 25 of Plaintiffs' Complaint contains a statement which is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment contained in Paragraph 25 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

26. ADMITTED.

WHEREFORE, Answering Defendant prays your Honorable Court for the dismissal of Count I, with prejudice.

COUNT II

27. No response is necessary. Answering Defendant incorporates herein her answers for Paragraphs 1 through 26.

28. DENIED. It is denied that Answering Defendant Withey was engaged by the firm of Bonya Gazza & DeGory, LLP, to prepare a title report or that Defendant Zoe Withey owed Bonya Gazza & DeGory, LLP a duty.

29. DENIED. Defendant Withey incorporates herein her answer to Paragraph 28. By way of further answer, to the extent Defendant Withey owes a duty to Bonya Gazza & DeGory, LLP, it is denied that she breached that duty by failing to discover the existence of this Mortgage.

30. Paragraph 30 is a conclusion of law not an averment of fact and therefore no response is necessary or required. To the extent a response is deemed necessary, the averment contained in Paragraph 30 is denied and strict proof thereof, to the extent deemed relevant, is demanded at the time of trial.

31. ADMITTED.

WHEREFORE, Answering Defendant prays your Honorable Court for the dismissal of Count II, with prejudice.

COUNT III

Paragraphs 32 through 37. The averments contained in these paragraphs are directed to parties other than Answering Defendant and no response is required.

COUNT IV.

Paragraphs 38 through 42. The averments contained in these paragraphs are directed to parties other than Answering Defendant and no response is required.

COUNT V.

Paragraphs 43 through 51. The averments contained in these paragraphs are directed to parties other than Answering Defendant and no response is required.

NEW MATTER

52. The Complaint against Defendant Zoe Withey fails to state a claim on which relief can be granted.

53. Answering Defendant Zoe Withey owed no duty to Kay Family Limited Partnership.

54. Plaintiffs Kay Family Limited Partnership and Bonya Gazza & DeGory, LLP have suffered no economic damage herein as a result of the alleged breach of contract or alleged negligence of Answering Defendant Zoe Withey (which breach of contract and breach of duty is specifically denied).

55. If Kay Family Limited Partnership suffered any loss, which loss is specifically denied, it was the result of their attorneys Bonya Gazza & DeGory, LLP.

56. Plaintiff Bonya Gazza & DeGory, LLP's claims are barred by the doctrine of comparative negligence.

57. Plaintiff Bonya Gazza & DeGory, LLP's claims are barred by the doctrine of contributory negligence.

58. Answering Defendant Zoe Withey did not certify the results of her lien search to either of the Plaintiffs or to any third party.

59. Answering Defendant Zoe Withey did not guarantee the accuracy of the results of this examination to either of the Plaintiffs or any other party.

WHEREFORE, Answering Defendant prays for an Order dismissing Plaintiff's Complaint against her with prejudice.

**NEW MATTER IN THE NATURE OF A
CLAIM AGAINST DEFENDANTS GERARD J. DUSSAULT
AND MARGUERITE DUSSAULT, husband and wife.**

Answering Defendant Zoe Withey incorporates herein her answers to the Complaint paragraphs 1 through 31. She also incorporates herein the allegations contained in paragraphs 32 through 51 of Plaintiffs' Complaint against Gerard J. Dussault and Marguerite Dussault.

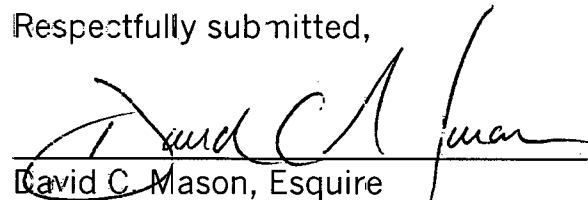
60. If it is determined that Plaintiffs are entitled to recover damages, Answering Defendant Zoe Withey demands that any judgment be entered solely against Defendants Gerard J. Dussault and Marguerite Dussault, his wife.

61. In the alternative, if it is determined that Plaintiffs are entitled to recover damages from Defendant Zoe Withey, which is specifically denied, Defendant Zoe Withey demands that Defendant Gerard J. Dussault and Marguerite Dussault, his wife, be held liable over to the Defendant Withey for indemnity and contribution.

WHEREFORE, Defendant Zoe Withey respectfully requests that in the event of a judgment entered in favor of the Plaintiffs, that the judgment be entered solely

against Defendants Gerard J. Dussault and Marguerite Dussault, his wife. In the alternative, in the event that a judgment is entered in favor of the Plaintiffs, and against Answering Defendant, Zoe Withey, Answering Defendant respectfully requests that the Defendants Gerard J. Dussault and Marguerite Dussault, his wife, be held liable over to Answering Defendant Withey for indemnity and/or contribution.

Respectfully submitted,

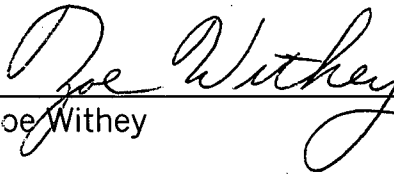


David C. Mason, Esquire
Attorney for Answering Defendant,
Zoe Withey

VERIFICATION

I certify that the facts set forth in the foregoing ANSWER, NEW MATTER AND NEW MATTER IN THE NATURE OF A CROSS-CLAIM OF DEFENDANT ZOE WITHEY 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. §4904, relating to unsworn falsification to authorities.

DATED: 12/28/01

By: 
Zoe Withey

FILED

JAN 03 2002

019:5014cc aH

William A. Shaw
Prothonotary

Mason

1139

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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* TYPE OF CASE: Civil Action
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* TYPE OF PLEADING:
* CERTIFICATE OF SERVICE
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*
* FILED ON BEHALF OF:
* Defendant, Zoe Withey
*
* COUNSEL OF RECORD FOR THIS
* PARTY:
* David C. Mason
* Superior Court I.D. 39180
* DAVID C. MASON LAW OFFICE
* P.O. Box 28
* Philipsburg PA 16866
* (814) 342-2240
*
* COUNSEL OF RECORD FOR
* PLAINTIFF:
* David M. Zimmerman, Esquire
* Bonya Gazza & DeGory, LLP.
* 134 South Sixth Street
* Indiana, PA 15701
* (724) 465-5535

FILED

JAN 04 2002

William A. Shaw
Prothonotary

CONFIDENTIAL - LAW

1000 01238 OLD 3001

HAYES & DORR, INC.
PATENT ATTORNEYS
NEW YORK, N.Y.

copy of the answer, NEW MATTER and NEW MATTER IN THE NATURE OF A
copy of the answer, NEW MATTER and NEW MATTER IN THE NATURE OF A

David O. Hayes, Esq.
Attorney for Answering Defendant
Joe Wilkey

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

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* No. 01278 C.D. 2001
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CERTIFICATE OF SERVICE

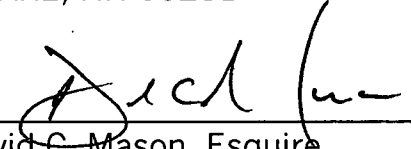
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the ANSWER, NEW MATTER and NEW MATTER IN THE NATURE OF A CROSS-CLAIM OF DEFENDANT ZOE WITHEY filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

DAVID M. ZIMMERMAN, ESQUIRE
BONYA GAZZA & DeGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PA 15701

GERARD J. DUSSAULT
1089 RIVER ROAD
WEARE, NH 03281

MARGUERITE DUSSAULT
1089 RIVER ROAD
WEARE, NH 03281

DATED: 1-3-02



David C. Mason, Esquire
Attorney for Answering Defendant
Zoe Withey

FILED

JAN 04 2002

11/10:50 a.m.
William A. Shaw
Prothonotary

NO CC

[Handwritten signature]

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

01-1278-CD
~~NO 00409 C.D. 2001~~

CIVIL ACTION - LAW

FILED

JAN 18 2002

1/30/11 cc atty Zimmerman
William A. Shaw
Prothonotary

PLAINTIFFS' REPLY
TO DEFENDANT ZOE WITHEY'S NEW MATTER

AND NOW, come the plaintiffs, Kay Family Limited Partnership and Bonya Gazza & DeGory, LLP, who by and through their counsel, David M. Zimmerman, Esquire, file a reply to the new matter filed by defendant Zoe Withey, averring as follows:

52. Denied. Paragraph 52 consists of a conclusion of law to which no responsive pleading is required.

53. Denied. Paragraph 53 consists of a conclusion of law to which no responsive pleading is required.

54. Denied. Paragraph 54 consists of a conclusion of law to which no responsive pleading is required.

55. Denied. It is denied that if Kay Family Limited Partnership suffered any loss, it was the result of Bonya Gazza & DeGory, LLP. To the contrary, Bonya Gazza & DeGory, LLP obtained and relied upon the title report issued by Defendant Zoe Withey, did not know of, and had no reason to know of, the Outstanding Mortgage on the premises, did not know, and had no reason to know, that Defendant Zoe Withey failed to identify and/or disclose the

Outstanding Mortgage, and otherwise rendered services to Kay Family Limited Partnership in full satisfaction and compliance of its professional duties to Kay Family Limited Partnership. For the reasons set forth in the complaint, all losses incurred by the Plaintiffs were caused solely by Zoe Withey.

56. Denied. Paragraph 56 consists of a conclusion of law to which no responsive pleading is required. To the extent a responsive pleading is required, it is denied that Bonya Gazza & DeGory, LLP was in any way negligent for the reasons, inter alia, set forth above in paragraph 55.

57. Denied. Paragraph 57 consists of a conclusion of law to which no responsive pleading is required. To the extent a responsive pleading is required, it is denied that Bonya Gazza & DeGory, LLP was in any way negligent for the reasons, inter alia, set forth above in paragraph 55.

58. Denied. It is denied that Defendant Zoe Withey did not certify the results of her lien search to either of the Plaintiffs or to any third party. By way of further reply, Plaintiffs do not know what Defendant Zoe Withey means by “certify” as used in paragraph 58 of her new matter. By way of still further reply, it is averred that Defendant Zoe Withey knew that she was providing a report to Bonya Gazza & DeGory, LLP as part of a client’s purchase of the subject party and the mere issuance of the report was in-and-of-itself a certification of the results of her efforts. By way of yet further reply, it is denied that “certification” of the results of her efforts is required for Defendant Zoe Withey to be liable on the claims set forth in Plaintiffs’ complaint.

59. Denied. It is denied that Defendant Zoe Withey did not guarantee the results of the examination to either of the Plaintiffs or to any third party. By way of further reply, Plaintiffs do not know what Defendant Zoe Withey means by “guarantee” as used in paragraph 59 of her new matter. By way of still further reply, it is averred that Defendant Zoe Withey knew that she was providing a report to Bonya Gazza & DeGory, LLP as part of a client’s purchase of the subject party and the mere issuance of the report was in-and-of-itself a guarantee of the results of her efforts. By way of yet further reply, it is denied that a “guarantee” of the results of her efforts is required for Defendant Zoe Withey to be liable on the claims set forth in Plaintiffs’ complaint.

WHEREFORE, Plaintiff Kay Family Limited Partnership requests judgment against Defendant Zoe Withey for less than \$20,000, plus interest and costs.

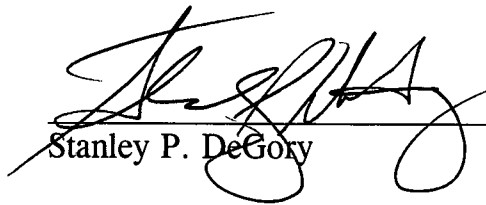
BONYA GAZZA & DeGORY, LLP

By: 

David M. Zimmerman, Esquire
Attorneys for Plaintiffs
PA I.D. #62496
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535


VERIFICATION

I, Stanley P. DeGory, a partner in the law firm of Bonya Gazza & DeGory, LLP, verify that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



Stanley P. DeGory

Date:

 17, 2002

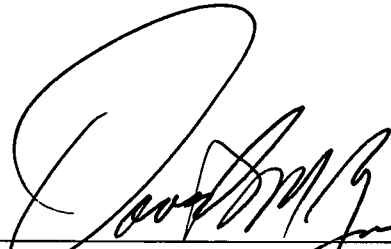
CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of January 2002, I served a copy of the Plaintiffs' Reply to Defendant Zoe Withey's New Matter on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Mrs. Marguerite Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866
(Defendant Zoe Withey's Counsel)



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01278 C.D. 2001

CIVIL ACTION - LAW

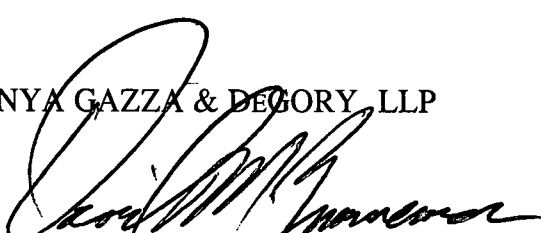
PRAECIPE FOR ARBITRATION

TO THE PROTHONOTARY:

Please schedule the above matter for compulsory arbitration pursuant to Clearfield
County Local Rule of Civil Procedure 1301, et seq.

BONYA GAZZA & DEGORY, LLP

By


David M. Zimmerman
PA I.D. #62496
Attorneys for Plaintiffs
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

FILED

FEB 04 2002

William A. Shaw
Prothonotary

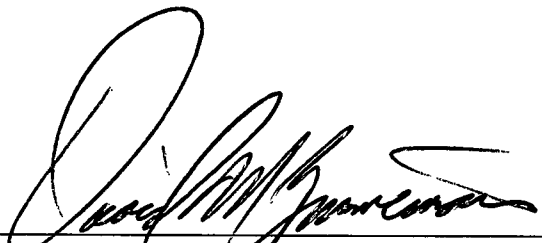
CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of February 2002, I served a copy of the above Praecipe for Arbitration on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Mrs. Marguerite Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866
(Defendant Zoe Withey's Counsel)



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

FILED

Atty od.

0112:5675d

20.00

FEB 04 2002

No cc

copy to c/4

William A. Shaw
Prothonotary

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA; PENNSYLVANIA 15701

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01278 C.D. 2001

CIVIL ACTION - LAW

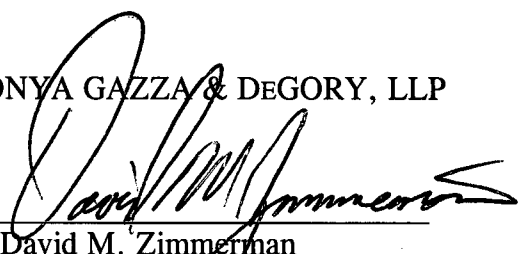
PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter a judgment by default in favor of Plaintiff Kay Family Limited Partnership and against Defendants Gerard J. Dussault and Marguerite Dussault in the above-captioned action, by reason of the failure of said Defendants to appear, answer or otherwise plead to Plaintiffs' Complaint. The amount of the judgment will need to be determined based on the damages to be assessed at a trial pursuant to Pennsylvania Rule of Civil Procedure 1037(b)(1).

BONYA GAZZA & DEGORY, LLP

By


David M. Zimmerman

PA I.D. #62496

Attorneys for Plaintiffs

134 South Sixth Street

Indiana, PA 15701

(724) 465-5535

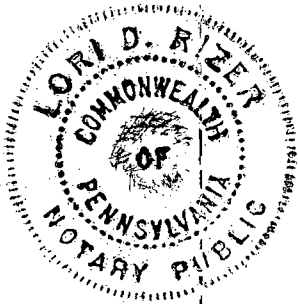
FILED

FEB 04 2002

William A. Shaw
Prothonotary

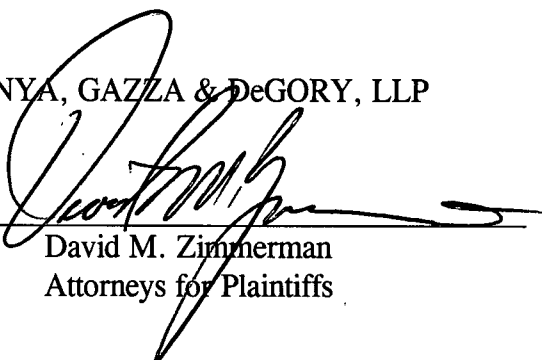
Rule 237.1 Certification

For purposes of Rule 237.1, it is certified that written notices of intention to file this Praecipe for entry of default judgment, copies of which are attached hereto as Exhibits "C" and "D," were mailed to Gerard J. Dussault and Marguerite Dussault, against whom judgment is to be entered, ten (10) days prior to the date of the filing of this Praecipe. The written notices attached hereto as Exhibits "C" and "D" were mailed to Gerard J. Dussault and Marguerite Dussault, respectively, on January 9, 2002 by United States First Class Mail. Original Certificates of Mailing pertaining to the notices sent to Gerard J. Dussault and Marguerite Dussault are attached hereto as Exhibits "E" and "F," respectively.

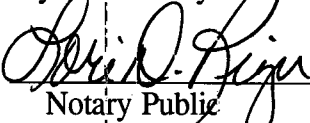


BONYA, GAZZA & DeGORY, LLP

By


David M. Zimmerman
Attorneys for Plaintiffs

SWORN TO and subscribed
before me this 1st
day of February 2002.


Notary Public

Notarial Seal
Lori D. Rizer, Notary Public
Indiana Boro, Indiana County
My Commission Expires Sept. 1, 2003
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

KAY FAMILY LIMITED)	
PARTNERSHIP, and)	
BONYA GAZZA & DEGORY, LLP,	)	NO. 01278 C.D. 2001
)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.)	
)	
GERARD J. DUSSAULT and)	
MARGUERITE DUSSAULT,)	
husband and wife, and)	
ZOE WITHEY,)	
)	
Defendants)	

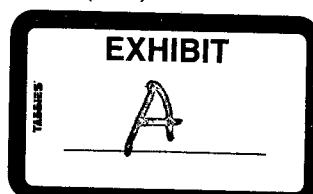
To: Gerard J. Dussault
1089 River Road
Weare, NH 03281

Date of Notice: JANUARY 9, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Fourth Floor
Indiana County Courthouse
Philadelphia Street
Indiana, Pennsylvania 15701
(724) 465-3955



BONYA GAZZA & DEGORY, LLP

By


David M. Zimmerman

PA I.D. #62496

Attorneys for Plaintiffs

134 South Sixth Street

Indiana, PA 15701

(724) 465-5535

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

KAY FAMILY LIMITED)	
PARTNERSHIP, and)	
BONYA GAZZA & DeGORY, LLP,	)	N0. 01278 C.D. 2001
)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.)	
)	
GERARD J. DUSSAULT and)	
MARGUERITE DUSSAULT,)	
husband and wife, and)	
ZOE WITHEY,)	
)	
Defendants)	

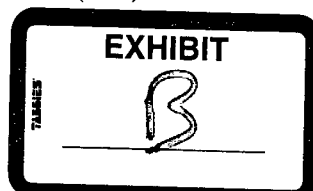
To: Marguerite Dussault
1089 River Road
Weare, NH 03281


Date of Notice: JANUARY 9, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

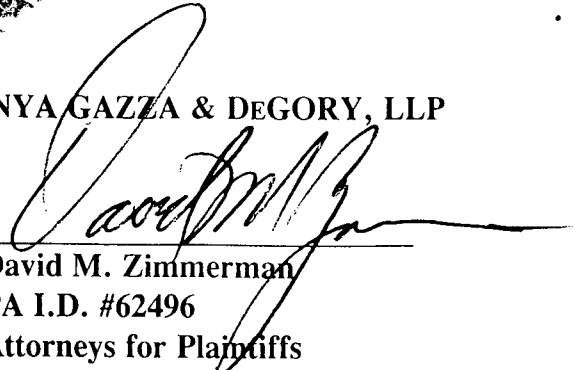
Court Administrator
Fourth Floor
Indiana County Courthouse
Philadelphia Street
Indiana, Pennsylvania 15701
(724) 465-3955





BONYA GAZZA & DEGORY, LLP

By



David M. Zimmerman
PA I.D. #62496
Attorneys for Plaintiffs
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
David M. Zimmerman			
BONYA GAZZA & DeGORY, LLP			
134 South Sixth Street			
Indiana, PA 15701			
One piece of ordinary mail addressed to:			
Mr. Gerard J. Dussault			
1089 River Road			
Weare, NH 03281			

0000



U.S. POSTAGE
PAID
INDIANA, PA
15701-02
JAN-09-02
AMOUNT
\$0.75
00055176-01

PS Form 3817, Mar. 1989

★ U.S. GPO: 1989-242-531/05281

EXHIBIT

C

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From: David M. Zimmerman

BONYA GAZZA & DeGORY, LLP

134 South Sixth Street

Indiana, PA 15701

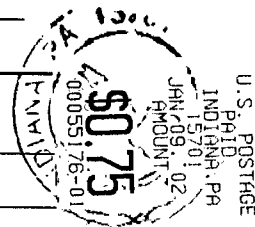
One piece of ordinary mail addressed to:

Mrs. Marguerite Dussault

1089 River Road

Weare, NH 03281

0000



PS Form 3817, Mar. 1989

★ U.S. GPO: 1989-242-531/05281

EXHIBIT

D

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of February 2002, I served a copy of the above Praeipe for Default Judgment on each of the Defendants or their counsel by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Mrs. Marguerite Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866
(Defendant Zoe Withey's Counsel)



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

FILED

Atty pd.

h12:29:21
FEB 04 2002 20.00

No CC

WAS
William A. Shaw
Prothonotary

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

Vs.

No. 2001-01278-CD

Gerard J. Dussault
Marguerite Dussault
Zoe Withey

To: Gerard J. Dussault

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount to be determined on the 4th day of February, 2002.

William A. Shaw
Prothonotary

William A. Shaw

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

Vs.

No. 2001-01278-CD

Gerard J. Dussault
Marguerite Dussault
Zoe Withey

To: Marguerite Dussault

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount to be determined on the 4th day of February, 2002.

William A. Shaw
Prothonotary

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP
Plaintiff(s)

No.: 2001-01278-CD

Real Debt: To Be Determined

Atty's Comm:

Vs.

Costs: \$

Int. From:

Gerard J. Dussault
Marguerite Dussault
Zoe Withey
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment Against
Gerard J. Dussault and Marguerite Dussault
ONLY

Date of Entry: February 4, 2002

Expires: February 4, 2007

Certified from the record this 4th day of February, 2002.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
*
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*
* TYPE OF CASE: Civil Action
*
* TYPE OF PLEADING: Praecipe
* for Entry of Judgment
*
* FILED ON BEHALF OF:
* Plaintiff
*
* COUNSEL OF RECORD FOR THIS
* PARTY:
*
* David C. Mason, Esquire
* Supreme Court I.D. 39180
* Attorney at Law
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

FILED

APR 05 2002

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

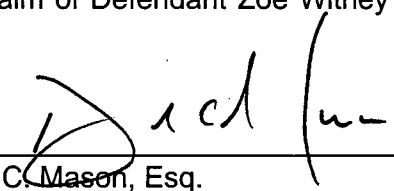
Defendants

*
* No. 01278 C.D. 2001
*
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PRAECIPE FOR ENTRY OF JUDGMENT

Would you kindly enter Judgment in the above captioned matter in favor of Zoe Withey and against the Defendants Gerald J. Dussault and Marguerite Dussault as set forth in the Answer, New Matter and New Matter in the Nature of a Cross-Claim of Defendant Zoe Withey against Gerald J. Dussault and Marguerite Dussault.

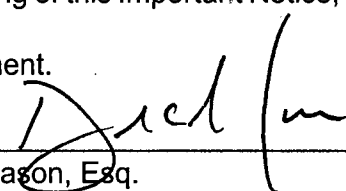
4-4-02



David C. Mason, Esq.
Attorney for Zoe Withey

I, DAVID C. MASON, Esquire, Attorney for Zoe Withey in the above-captioned matter hereby certify that pursuant to Pa. Rules of Civil Procedure 237.1, I mailed to the Defendants Gerald J. Dussault and Marguerite Dussault, under date of February 7, 2002, the Important Notice required by law. Ten (10) days have now passed since the mailing of this Important Notice, a copy of which is attached to this Praecipe for Entry of Default Judgment.

4-4-02



David C. Mason, Esq.
Attorney for Zoe Withey

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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TO: Gerald J. Dussault
1089 River Road
Weare, NH 03281

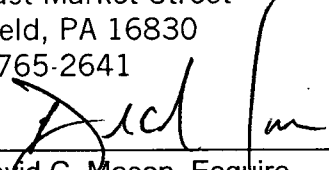
DATE OF NOTICE: February 7, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

DATED: 2/7/02



David C. Mason, Esquire
Attorney for Zoe Withey
P. O. Box 28
Philipsburg, PA 16866
I.D. No. 39180

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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TO: Marguerite Dussault
1089 River Road
Weare, NH 03281

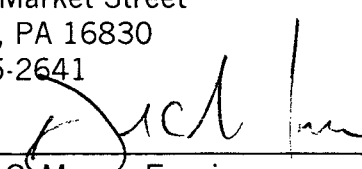
DATE OF NOTICE: February 7, 2002

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

DATED: 2/7/02



David C. Mason, Esquire
Attorney for Zoe Withey
P. O. Box 28
Philipsburg, PA 16866
I.D. No. 39180

FILED

019:48:01
APR 05 2002

William A. Shaw
Prothonotary

1 cc each Def

Notice to each Def

No Statement

Atty Mason pd. 20.00



COPY

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife. AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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NOTICE OF ENTRY OF JUDGMENT


To: Gerald J. Dussault
1089 River Road
Weare, NH 03281

Pursuant to Rule 236, please be advised that the Court has entered a

☐ Order
☐ Decree
☒ Judgment
☐ Opinion

in the above proceeding, and a copy thereof is enclosed.

Dated: 4/5/02


Prothonotary

Deputy

COPY

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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NOTICE OF ENTRY OF JUDGMENT

To: Marguerite Dussault
1089 River Road
Weare, NH 03281

Pursuant to Rule 236, please be advised that the Court has entered a

☐ Order
☐ Decree
☒ Judgment
☐ Opinion

in the above proceeding, and a copy thereof is enclosed.

Dated: 4/5/02



Prothonotary

Deputy

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gerard and Marguerite Dussault
1089 River Road
Weare, NH 03281

may sub

2. Article Number (Copy from service label)

7000 0600 0023 6397 9989

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

4/19/02

C. Signature

Gerard Dussault☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE

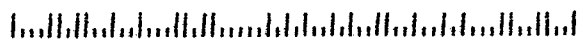


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Court Administrator's Office
Clearfield County Courthouse
230 East Market Street
Suite 228
Clearfield, PA 16830

04





OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-6889 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 2, 2002

David M. Zimmerman, Esquire
Bonya, Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701

Gerard J. and Marguerite Dussault
1089 River Road
Weare, NH 03281

David C. Mason, Esquire
Attorney at Law
Post Office Box 28
Philipsburg, PA 16866

RE: KAY FAMILY LIMITED PARTNERSHIP, al
vs.
GERARD J. DUSSAULT, al
No. 01-1278-CD

Dear Counsel and Mr. & Mrs. Dussault:

The above case is scheduled for Arbitration Hearing to be held Monday, June 10, 2002. The following have been appointed to the Board of Arbitrators:

Carl A. Belin, Jr., Esquire
Barbara J. Hugney-Shope, Esquire
Theron G. Noble, Esquire
Mark S. Weaver, Esquire
Lee Ann Heltzel, Esquire
William A. Shaw, Jr., Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

FILED

APR 22 2002

William A. Shaw
Prothonotary

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHCLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-6889 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

April 15, 2002

David M. Zimmerman, Esquire
Bonya, Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701

Gerard J. and Marguerite Dussault
1089 River Road
Weare, NH 03281

David C. Mason, Esquire
Attorney at Law
Post Office Box 28
Philipsburg, PA 16866

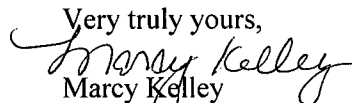
RE: KAY FAMILY LIMITED PARTNERSHIP, al
vs.
GERARD J. DUSSAULT, al
No. 01-1278-CD

Dear Counsel and Mr. & Mrs. Dussault:

The above case is scheduled for Arbitration Hearing to be held **Monday, June 10, 2002 at 10:30 A.M.** The following have been appointed as Arbitrators:

Carl A. Belin, Jr., Esquire, Chairman
Barbara J. Hugney-Shope, Esquire
Theron G. Noble, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local rule of Court.

Very truly yours,

Marcy Kelley
Deputy Court Administrator

cc: Carl A. Belin, Jr., Esquire
Barbara J. Hugney-Shope, Esquire
Theron G. Noble, Esquire

FILED

01128 BK
APR 22 2002

William A. Shaw
Prothonotary

Arb-6-10-02

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP;

Plaintiffs

VS.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

* No. 01278 C.D. 2001

RECEIVED

JUN 03 2002

COURT ADMINISTRATOR'S
OFFICE

TYPE OF PLEADING: PRE-TRIAL
STATEMENT OF DEFENDANT ZOE
WITHEY

FILED ON BEHALF OF: ZOE WITHEY,
DEFENDANT

ATTORNEY FOR DEFENDANT:

David C. Mason, Esquire
Supreme Court ID #39180
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

ATTORNEY FOR PLAINTIFF:
David M. Zimmerman, Esquire
Bonya Gazza & DeGory, LLP
Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

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* No. 01278 C.D. 2001
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PRE-TRIAL STATEMENT
OF DEFENDANT ZOE WITHEY

A. BACKGROUND:

Zoe Withey is an independent abstractor in Clearfield County performing services for and on behalf of attorneys. At the request of Indiana Abstracting, Zoe Withey collected information regarding documents involving the title of Gerard J. Dussault and Marguerite Dussault, and provided the same to Indiana Abstracting.

B. LIST OF WITNESSES:

Defendant Zoe Withey intends to call any or all of the following:

1. Rebecca Latimer
2. Daphne Shaffer
3. Janet Haag
4. Kristy Johnston
5. Zoe Withey

C. EVIDENCE:

Plaintiffs' complaint sets forth a cause of action for breach of contract (Count I against Ms. Withey) and a cause of action in negligence (Count II against Ms. Withey).

Plaintiffs must first establish a contract with Ms. Withey, then the terms of that contract, and a breach of the contract before they can recover. Finally, the Plaintiffs must establish the proper measure of damages recoverable for breach of contract.

Plaintiffs have sought recovery under a negligence theory, however, the law in Pennsylvania precludes recovery in negligence for economic loss if unaccompanied by personal injury. **AIKENS v. B & O RAILROAD**, 348 Pa. Super. 17, 501 A.2d 277 (1985) adopted Restatement (Second) of Torts, Section 766B. In accord, **SPIVACK v. BERKS RIDGE CORP.**, 402 Pa. Super. 73, 586 A.2d 402 (1990); **GENERAL PUBLIC UTILITIES v. GLASS KITCHENS OF LANCASTER, INC.**, 374 Pa. Super. 203, 542 A.2d 567 (1988).

Respectfully submitted,

MASON LAW OFFICE

By: 

David C. Mason, Esquire
Attorney for Defendant, Zoe Withey
P. O. Box 28
Philipsburg, PA 16866

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of PRE-TRIAL STATEMENT OF DEFENDANT ZOE WITHEY filed in the above captioned matter, by placing the same in the United States mail, postage prepaid and addressed as follows:

David M. Zimmerman, Esquire
Bonya Gazza & DeGory, LLP
Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

DATED: 6-3-02

MASON LAW OFFICE

BY: 
David C. Mason, Esquire

Drb 610-02

May 28, 2002 01-1278-02

Office of Court Administrator
Board of Arbitrators

When we were selling the house in Pennsylvania, we were called by the real estate agent and told to go sign papers pertaining to the house. We signed the papers they told us we had to sign and went back home. Approximately a week later, after signing those papers, we called and asked what time we were to come and sign the closing papers. We were then told we had already signed them. We were never informed that we were signing closing paper. We were just told to "sign here".

Our attorneys, Lukehart and Lundy, informed us that everything was in order. Two and a half weeks later they sent us a letter and our check for the sale of the property.

Approximately three months later we were notified that a loan had not been paid off and then they accused us of being negligent.

We are both senior citizens living on a very limited income. There is only so much we can do. We have never missed a payment. We do not have money to hire a lawyer and cannot travel because of our finances and physical condition.

We do not believe we are responsible for Lukehart and Lundy mishandling the closing and not telling us we were signing the closing papers or for Zoe Withey not doing her job.

Respectfully,

Gerard J. Dussault

Gerard J. Dussault

Marguerite Dussault

Marguerite Dussault

RECEIVED

MAY 31 2002

COURT ADMINISTRATOR'S
OFFICE

LUKEHART & LUNDY

ATTORNEYS AT LAW

219 EAST UNION STREET, P.O. BOX 74
PUNXSUTAWNEY, PA 15767-0074

(814) 938-8110

J. KIPP LUKEHART
JEFFREY LUNDY

FAX NUMBER
(814) 938-3489

December 22 1999

Mr. and Mrs. Gerard J. Dussault
137 May Street
Lawrence, MA 01841

Re: Gerard J. Dussault, et ux./Kay Family Limited Partnership
Borough of Mahaffey, Clearfield County

Dear Mr. and Mrs. Dussault:

Please be advised that I received a telephone call from Attorney DeGory, who represented Kay Family Limited Partnership regarding the purchase of your property located on Main Street, Mahaffey, Clearfield County, Pennsylvania.

According to Attorney DeGory, you had a home equity loan with Clearfield Bank and Trust which was not disclosed to Attorney DeGory by the title abstractor. Attorney DeGory received a telephone call from Clearfield Bank making inquiry as to why this loan was not paid off when this transaction was closed.

Obviously, if this was a lien against the property, it should have been paid so that you were in a position to convey the property by general warranty deed. Enclosed please find a copy of the HUD-1 Settlement Statement that shows no disbursement to Clearfield Bank and Trust.

I would appreciate you please calling so that we can discuss this matter.

Very truly yours,

LUKEHART & LUNDY

J. Kipp Lukehart

JKL:bms
Enclosure

LUKEHART & LUNDY

ATTORNEYS AT LAW

219 EAST UNION STREET, P.O. BOX 74
PUNXSUTAWNEY, PA 15767-0074

(814) 938-8110

FAX NUMBER

(814) 938-3489

J. KIPP LUKEHART
J. FREY LUNDY

September 21, 1999

Mr. and Mrs. Gerard J. Dussault
137 May Street
Lawrence, MA 01841

Re: Gerard J. Dussault, et ux./Kay Family Limited Partnership
Borough of Mahaffey, Clearfield County

Dear Mr. and Mrs. Dussault:

A closing of the above captioned transaction was held on September 17, 1999. In connection therewith, I am enclosing the following items:

1. Photocopy of the HUD-1 Settlement Statement as prepared by the Buyers' attorney, which we reviewed prior to closing and found to be acceptable.

2. Our trust account check made payable to you in the amount of \$29,124.87 representing the net proceeds due the Sellers in accordance with Line 603 of the HUD-1 less our legal fees and costs.

3. Our invoice for legal fees and costs in the amount of \$153.00 marked "PAID" and taken from the proceeds.

I trust this is satisfactory. Please do not hesitate to contact us if we can be of any further assistance.

Very truly yours,

LUKEHART & LUNDY

J. Kipp Lukehart/bms
J. Kipp Lukehart

JKL/bms
Enclosures

TELEPHONE
(814) 938-8110

LUKEHART & LUNDY
ATTORNEYS AT LAW
219 EAST UNION STREET
P O. BOX 74
PUNXSUTAWNEY PA. 15767-0074

J. KIPP LUKEHART
JEFFREY LUNDY

MATTER: Dussault to Kay Family
423-99-K

TO

Mr. and Mrs. Gerald J. Dussault
137 May Street
Lawrence, MA 01841

DATE: September 21, 1999

STATEMENT
FOR PERIOD: JKL

LEGAL FEES:

Preparation of Deed

150.00

COSTS:

Notary Fee - Deed

3.00

*Paid 9/21/99
from net proceeds*

TOTAL

\$ 153.00

May 28, 2002

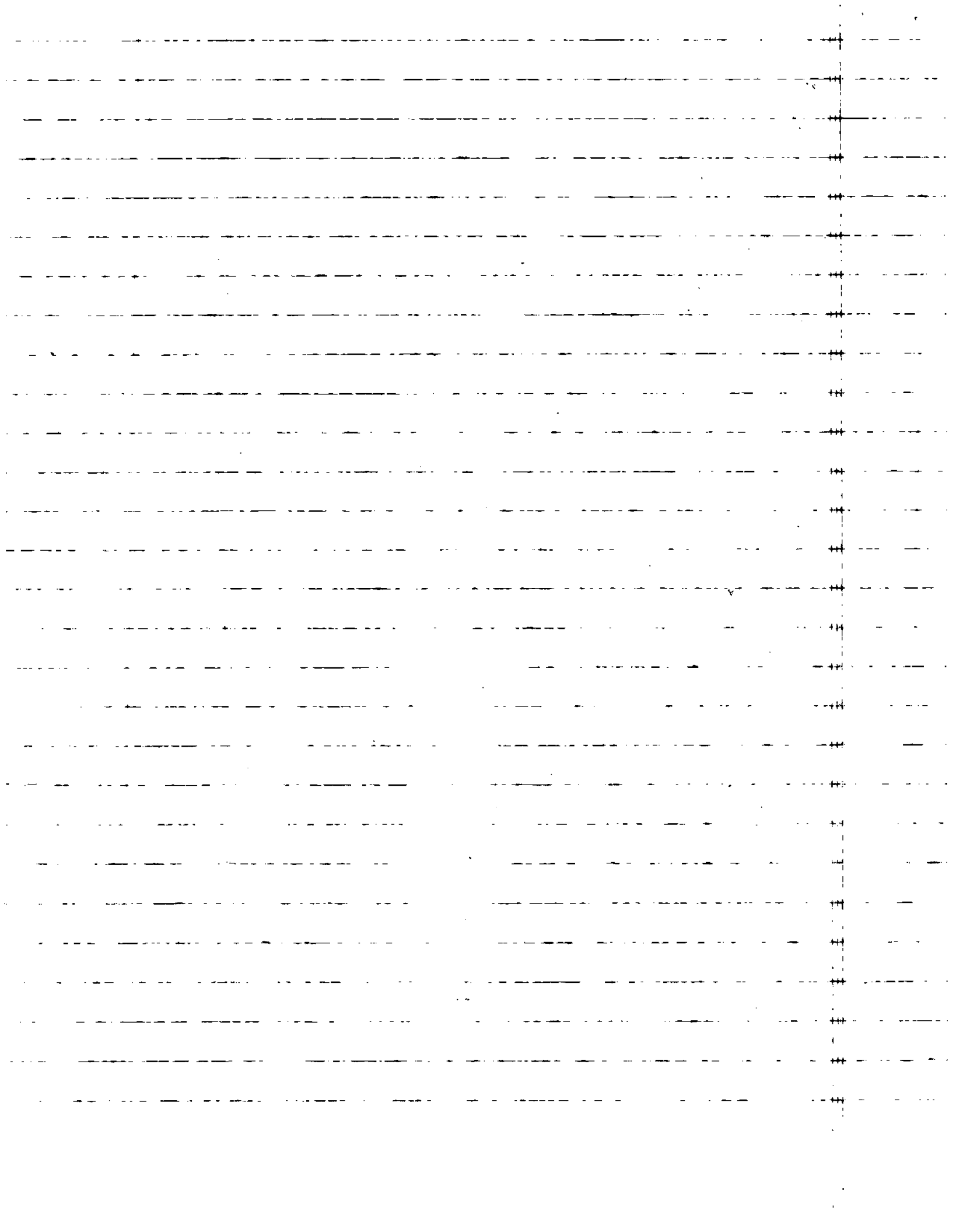
Office of Court Administrator
Board of Arbitrators

When we were selling the house in Pennsylvania, we were called by the real estate agent and told to go sign papers pertaining to the house. We signed the papers they told us, we had to sign and went back home. Approximately a week later, after signing those papers, we called and asked what time we were to come and sign the closing papers. We were then told we had already signed them. We were never informed that we were signing closing papers. We were just told to "sign here."

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Approximately three months later we were notified that a loan had not been paid off and they accused us of being negligent.

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We do not believe we are responsible for Lukehart
and Lundy mishandling the closing and not telling
us we were signing the closing papers or for
Goe Withey not doing her job.

Respectfully,
Gerald Dussault
Marguerite Dussault

024423 J MASSAMLT
MARWAC0976 MASSAMLT
1089 RIVER RD
WEARE NH 03281-4718

RETURN RECEIPT
REQUESTED

2/5 Mary Kelley

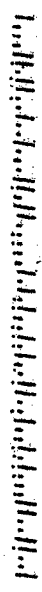
CERTIFIED MAIL



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Office of Court Administrator
Forty-sixth Judicial District of Tennessee
Clarkfield County Courthouse
330 East Market Street, Suite 328
Clarkfield, Tennessee 38300

16830+2448 04

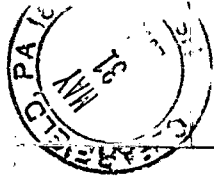


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16830

U.S. POSTAGE
PAID
WEARE, NH
MAY 28, '02
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\$417
00043613-01



109

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

Arb 6-10-02

BONYA GAZZA & DeGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

JOHN A. BONYA
BEVERLY A. GAZZA
STANLEY P. DeGORY
NICHOLAS J. MIKESIC
DAVID M. ZIMMERMAN

TELEPHONE
(724) 465-5535
TELECOPIER
(724) 465-9685
E-MAIL
cd@bgdlawfirm.com

May 30, 2002

David S. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

Re: Kay Family Limited Partnership, and
Bonya Gazza & DeGory, LLP vs.
Gerard J. Dussault and Marguerite Dussault,
husband and wife, and Zoe Withey
No. 2001-01278-CD

Dear Mr. Meholick:

Enclosed are the original and one copy of a Plaintiffs' Pre-Trial Statement.
Please file the original and time-stamp the copy and return it to me in the enclosed
envelope.

I trust this is satisfactory, and am

Very truly yours,

David M. Zimmerman

enclosures

c:\dmz\workingfiles\kayvsdussault\ltr1toca.dmz.doc

RECEIVED

MAY 31 2002

COURT ADMINISTRATOR'S
OFFICE

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

N0. 01278 C.D. 2001

CIVIL ACTION - LAW

RECEIVED
MAY 31 2002
COURT ADMINISTRATOR'S
OFFICE

PLAINTIFFS' PRE-TRIAL STATEMENT

The following Pre-Trial Statement pertains to the Arbitration Hearing scheduled for June 10, 2002 and is hereby submitted by Plaintiffs as required by Clearfield County Local Rule of Civil Procedure 1306A:

I. STATEMENT OF THE CASE

In August or September 1999, the law firm of Bonya Gazza & DeGory, LLP made arrangements for Zoe Withey to provide it with a title report on property that was being purchased by its client, Kay Family Limited Partnership, from Gerard J. Dussault and Marguerite Dussault. In providing the title report, Ms. Withey failed to identify and/or disclose a mortgage held by Clearfield Bank & Trust Company. Despite demands that the Dussaults or Ms. Withey pay off the mortgage, they have refused.

Kay Family Limited Partnership and Bonya Gazza & DeGory filed a complaint against the Dussaults and Ms. Withey, with claims by Kay Family Limited Partnership against the Dussaults for breach of contract, breach of general warranty, fraud and

punitive damages, and claims by Bonya Gazza & DeGory against Ms. Withey for breach of contract and negligence. Ms. Withey responded to the complaint, but the Dussaults did not and a default judgment was obtained against them.

At the arbitration hearing, Kay Family Limited Partnership seeks an assessment of damages on the default judgment against the Dussaults pursuant to Pa.R.C.P. 1037(b)(1). Bonya Gazza & DeGory seeks a judgment against Ms. Withey for the amount of the outstanding mortgage.

II. CITATIONS

None.

III. LIST OF WITNESSES

Stanley P. DeGory, Esquire
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701

Cindy Davis, Secretary
Bonya Gazza & DeGory, LLP
134 South Sixth Street
Indiana, PA 15701

Janet George, or
Kathleen King
Indiana Title Abstract Company
134 South Sixth Street
Indiana, PA 15701

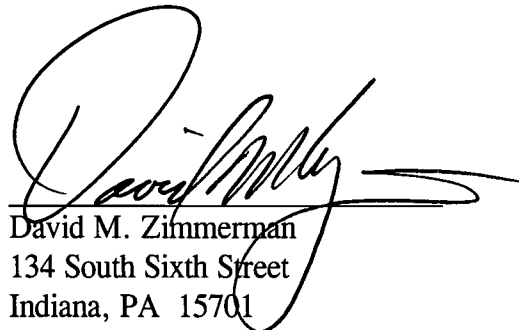
Denise Wooster,
Assistant Secretary & Loan Operations Supervisor
Clearfield Bank & Trust Company
11 North 2nd Street
Clearfield, PA 16830

IV. STATEMENT OF DAMAGES

The damages to be awarded to Bonya Gazza & DeGory consist of the payoff amount of the outstanding mortgage, which is believed to be approximately \$7,000, plus costs. The damages to be awarded to Kay Family Limited Partnership consist of the outstanding mortgage amount, punitive damages and attorneys fees, plus costs.

Date:

May 30, 2002


David M. Zimmerman
134 South Sixth Street
Indiana, PA 15701
724-465-5535
PA ID# 62496
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of May 2002, I served the above Pre-Trial Statement on each of the following persons by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866

(Defendant Zoe Withey's Counsel)

Carl A. Belin, Jr., Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830


(Arbitrator)

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Barbara J. Hugney-Shop, Attorney at Law
23 North Second Street
Clearfield, PA 16830
(Arbitrator)

Mrs. Marguerite Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(Arbitrator)



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

6/10/02

Loan Payoff Inquiry

08:44:19

GERARD J DUSSAULT
MARGUERITE DUSSAULT
1089 RIVER RD
WEARE NH 03281-4718

Messages
Active

Loan# 502936 L
Type: HOME EQUITY 120M
Eff. Dt: 6/10/02
PerDiem: 1.51558

Description	Amounts	Rebates	Payoffs
Current Balance	6,820.13		6,820.13
Accrued Interest	15.20		6,835.33
Credit Life Charge	2.33		6,837.66
A&H Charge			6,837.66
Total Payoff			6,837.66

Satisfaction fee 10.50

6,848.16

Bottom

F3=Exit F6=Messages F7=Escrow/Insurance F8=Set P/O Pending F12=Previous
F14=Fee Inq. F20=Generate P/O Letter

Exh C

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date

6/5/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

Amount Due

\$6,728.00

Date	For Professional Services Rendered	Amount	Balance
04/30/2002	Balance forward		6,174.50
05/16/2002	Review file re: arbitration; prepare subpoenas and notices to attend; begin preparation of pre-trial statement	229.50	6,404.00
05/17/2002	Telephone conference with Clearfield Bank re: subpoena	27.00	6,431.00
05/22/2002	Telephone conference with Clearfield Bank re: subpoena	27.00	6,458.00
05/23/2002	Prepare new subpoena and attachment; prepare letter to Clearfield Bank	40.50	6,498.50
05/30/2002	Prepare statement; prepare for hearing	229.50	6,728.00

Amount Due

\$6,728.00

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date

6/10/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

Amount Due

\$7,875.50

Date	For Professional Services Rendered	Amount	Balance
05/31/2002	Balance forward		6,728.00
06/05/2002	Review defendant Withey's pre-trial statement; review file re: hearing; research re: damages, cause of action for negligence	405.00	7,133.00
06/06/2002	Continue preparation for hearing; research re: damages, professional negligence claim; conferences with Atty. DeGory, C. Davis and Indiana Title re: case	202.50	7,335.50
06/07/2002	Final preparation for hearing	135.00	7,470.50
06/10/2002	Attend hearing	405.00	7,875.50

Amount Due

\$7,875.50

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date

5/1/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

Amount Due

\$6,174.50

Date	For Professional Services Rendered	Amount	Balance
03/31/2002	Balance forward		6,026.00
04/08/2002	Review hearing notices; attorney conference re: status; staff conference re: subpoenas	67.50	6,093.50
04/09/2002	Review rules re: arbitration	27.00	6,120.50
04/16/2002	Review arbitration hearing notice; telephone conference re: hearing; attorney conference re: status	54.00	6,174.50

Amount Due

\$6,174.50

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

4/9/2002

\$6,026.00

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date

3/6/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

Amount Due

\$5,999.00

Date	For Professional Services Rendered	Amount	Balance
01/31/2002	Balance forward		5,762.50
02/01/2002	Telephone conferences with Prothonotary re: local procedure; prepare and send filings re: default judgment, Praeipie for arbitration	202.50	5,965.00
02/21/2002	Telephone conference with D. Stitt re: Mahaffey renter	34.00	5,999.00
			Amount Due
			\$5,999.00

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date

2/1/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

Amount Due

\$5,762.50

Date	For Professional Services Rendered	Amount	Balance
01/27/2002	Balance forward		5,668.00
01/28/2002	Research re: damages for default judgment; telephone conference with Clearfield County Prothonotary	67.50	5,735.50
01/29/2002	Conference re: default judgment	27.00	5,762.50

Amount Due

\$5,762.50

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date
1/28/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

			Amount Due
			\$5,668.00
Date	For Professional Services Rendered	Amount	Balance
05/31/2001	Balance forward		0.00
06/27/2001	Conference re: case; review file; prepare letter to counsel; review and revise letter (DMZ)	108.00	108.00
07/09/2001	Telephone conference with G. Dussault (DMZ)	27.00	135.00
07/24/2001	Review file; conference re: status (DMZ)	54.00	189.00
07/26/2001	Conference re: status; telephone conference with Atty. Ireland (DMZ)	27.00	216.00
08/06/2001	Review file; prepare Praecipe for Writ; letter to Prothonotary; telephone conferences with Prothonotary, Sheriff's office, and Indiana Title; research re: addresses (DMZ)	270.00	486.00
08/21/2001	Review mailing receipts; review file re: status (DMZ)	27.00	513.00
09/06/2001	Telephone conference with Insurance representatives; review letter from Atty. Lukehart (DMZ)	40.50	553.50
10/12/2001	Conference re: status; telephone message to insurance agent; prepare documents re: subpoenas (DMZ)	189.00	742.50
10/12/2001	Begin review of documents; attorneys conference; telephone conference with D. Stitt (SPD)	102.00	844.50
10/15/2001	Research re: subpoenas; review file re: service (DMZ)	67.50	912.00
10/16/2001	Review contracts; telephone conference with D. Stitt; telephone conference with realtor's office (SPD)	170.00	1,082.00
10/17/2001	Telephone conferences with P. Glessner (3); review Jury proposal; prepare revisions to contract (SPD)	204.00	1,286.00
10/18/2001	Telephone conference with P. Glessner; telephone conference with M. Jury (SPD)	85.00	1,371.00

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date

1/28/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

Amount Due

\$5,668.00

Date	For Professional Services Rendered	Amount	Balance
10/18/2001	Research re: subpoenas; telephone conference with insurance representative; prepare subpoena notices; prepare subpoenas; telephone conference with Clearfield Bank; prepare letter to Dussault (DMZ)	405.00	1,776.00
10/19/2001	Telephone conference with D. Stitt; telephone conference with M. Jury (SPD)	68.00	1,844.00
10/22/2001	Telephone conference with M. Jury (SPD)	34.00	1,878.00
10/23/2001	Telephone conference with Atty. Mason (DMZ)	40.50	1,918.50
10/24/2001	Telephone conference with M. Jury; revise documents (SPD)	85.00	2,003.50
10/24/2001	Review letter from Atty. Mason; prepare letter to Atty. Mason and insurance representative (DMZ)	54.00	2,057.50
10/25/2001	Conference with M. Jury; telephone conference with D. Stitt; finalize and execute Agreement of Sale and Addendum (SPD)	170.00	2,227.50
10/25/2001	Final preparation of letter (DMZ)	27.00	2,254.50
10/29/2001	Telephone conference; prepare letters (DMZ)	67.50	2,322.00
11/09/2001	Telephone conference with Atty. Mason; prepare subpoena documents; telephone conference with Clearfield Bank (DMZ)	229.50	2,551.50
11/21/2001	Review file; begin preparation of Complaint (DMZ)	270.00	2,821.50
11/26/2001	Research re: warranties; continue preparation of Complaint (DMZ)	540.00	3,361.50
11/27/2001	Review file re: exhibits; review and revise draft Complaint; conferences re: Clearfield County records (DMZ)	540.00	3,901.50
11/28/2001	Telephone conferences with Atty. Topi; prepare letter to Atty. Topi (DMZ)	67.50	3,969.00
11/29/2001	Review file re: mortgage and deed (DMZ)	40.50	4,009.50
11/30/2001	Review and revise Complaint; attorneys conference (SPD)	85.00	4,094.50

Bonya Gazza & DeGory, LLP

Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Date
1/28/2002

To Kay Family Limited Partnership
542 Lutz School Road
Indiana, PA 15701

			Amount Due
			\$5,668.00
Date	For Professional Services Rendered	Amount	Balance
11/30/2001	Conference re: case; final preparation of Complaint; prepare letter to opposing counsel, letter to Prothonotary and memo re: mailings (DMZ)	135.00	4,229.50
12/03/2001	Finalize Complaint; telephone conference with D. Stitt; attorneys conference (SPD)	102.00	4,331.50
12/03/2001	Final preparation of documents for filing (DMZ)	135.00	4,466.50
12/05/2001	Review documents from Bank (DMZ)	54.00	4,520.50
12/06/2001	Review file re: loan; prepare subpoena documents; telephone message to Atty. Kephart (DMZ)	135.00	4,655.50
12/10/2001	Review letter from Atty. Mason; conference re: status (DMZ)	27.00	4,682.50
12/11/2001	Review file; conference re: settlement (DMZ)	27.00	4,709.50
12/12/2001	Conference re: case; research re: release; prepare release; letter to Atty. Mason; review and revise release and letter (DMZ)	202.50	4,912.00
12/13/2001	Prepare letter and enclosures re: documents provided in response to subpoena; conference re: status (DMZ)	108.00	5,020.00
01/04/2002	Review Answer and New Matter; review file; telephone message to Withey's counsel (DMZ)	67.50	5,087.50
01/09/2002	Conference with Indiana Title; review file re: contacts with Withey; prepare ten-day notices (DMZ)	40.50	5,128.00
01/16/2002	Review file; prepare Reply to New Matter; prepare letter to Prothonotary (DMZ)	135.00	5,263.00
01/21/2002	Review file; research re: default judgment; prepare documents re: default judgment; review time slips (DMZ)	405.00	5,668.00
01/28/2002	Amount Due		5,668.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Kay Family Limited Partnership, and Bonya Gazza & DeGory, LLP

vs.

No. 2001-01278-CD

Gerard J. Dussault and Marguerite Dussault, h/w, and Zoe Withey

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 10th day of June, 2002, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Carl A. Belin, Jr., Esq.

Barbara J. Hugney-Shope, Esq.

Theron G. Noble, Esq.

Chairman

Barbara J. Hugney-Shope

FILED

Sworn to and subscribed before me this
10th day of June, 2002

[Signature]
Prothonotary

JUN 10 2002

AWARD OF ARBITRATORS

Now, this 10 day of June, 2002, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Verdict in favor Plaintiffs against Zoe With
and Gerald Dussault and Marguerite Dussault
in the amount of 6848.16
Verdict in favor
Chairman
1 With against
Dussaults in the amount of 6848.16
(Continue if needed on reverse.) *Barbara J. Hugney-Shope*

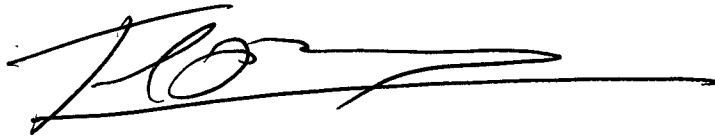
ENTRY OF AWARD

Now, this 10th day of June, 2002, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

William A. Shaw
Prothonotary
By _____

I would concur w/ the result of
Plaintiff v. Defendants. However, I would
enter Judgment in Withy v. Dussault
in the amount \$9,174²⁵, being the amount
of the 3rd mortgage on date of closing. This
would assume that the Dussault's would
pay the mortgage w/ Withy suffering actual
damages.



William A. Shaw
Prothonotary

01/21/36
JUN 10 2002

FILED

No CC

Notice

to G. Dussault, in Dussault
v. Withy, Atty. General

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

COPY :

IN THE COURT OF
PLEAS OF CLEARF

Vs.

No. 2001-01278-CD

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

NOTICE OF AWARD

TO: GERARD J. DUSSAULT

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw
Prothonotary
By _____

June 10, 2002
Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

COPY :

IN THE COURT OF
PLEAS OF CLEARF

No. 2001-01278-CD

NOTICE OF AWARD

TO: MARGUERITE DUSSAULT

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw

Prothonotary

By _____

June 10, 2002

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

COPY

IN THE COURT OF
PLEAS OF CLEARF

No. 2001-01278-CD

NOTICE OF AWARD

TO: DAVID C. MASON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw

Prothonotary

By _____

June 10, 2002

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

Vs.

Gerard J. Dussault; Marguerite Dussault; Zoe Withey

COPY

IN THE COURT OF
PLEAS OF CLEARF

No. 2001-01278-CD

NOTICE OF AWARD

TO: DAVID M. ZIMMERMAN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.

William A. Shaw

Prothonotary

By _____

June 10, 2002

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
*
* TYPE OF PLEADING: Notice of Appeal
* From Award of Board of Arbitration
*
*
*
* TYPE OF CASE: Civil Action - Law
*
*
*
*
* FILED ON BEHALF OF:
* Defendant Zoe Withey
*
* COUNSEL OF RECORD FOR
* THIS PARTY:
* David C. Mason, Esq.
* Supreme Court No. 39180
* Attorney at Law
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*
* COUNSEL OF RECORD FOR
* PLAINTIFF:
* David M. Zimmerman, Esquire
* Bonya Gazza & DeGory, LLP
* Attorneys at Law
* 134 South Sixth Street
* Indiana, PA 15701

FILED

JUL 09 2002

Eys

William A. Shaw
Prothonotary

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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NOTICE OF APPEAL FROM

AWARD OF BOARD OF ARBITRATION

Pursuant to Pa. R.C.P. §1308, and the Clearfield County Local Rules of Court 1308, notice is hereby given that the Defendant Zoe Withey hereby appeals the decision of the Board of Arbitrators dated June 10, 2002. A copy of the decision and award is attached hereto.

I hereby certify that the compensation of the arbitrators has been paid pursuant to the said Rules.

MASON LAW OFFICE

By: 

David C. Mason, Attorney for
Defendant Zoe Withey

Kay Family Limited Partnership
Bonya Gazza & DeGory, LLP

: IN THE COURT OF
PLEAS OF CLEARF

Vs.

: No. 2001-01278-CD
:

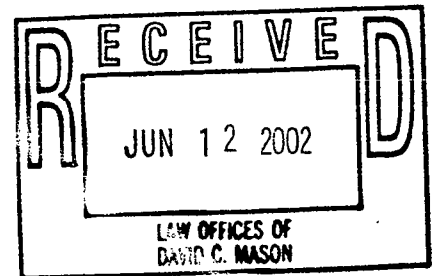
Gerard J. Dussault; Marguerite Dussault; Zoe Withey

NOTICE OF AWARD

TO: DAVID C. MASON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on the 10th day of June, 2002 and have awarded:

Verdict in favor of Plaintiffs against Zoe Withey and Gerald Dussault and Marguerite Dussault in the amount of \$6,848.16. Verdict in favor of Withey against Dussaults in the amount of \$6,848.16.



William A. Shaw

Prothonotary

By William A. Shaw

June 10, 2002

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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AFFIDAVIT

Before me, a Notary Public, personally appeared the Defendant, **ZOE WITHEY**, who is 52 years old and who being duly sworn according to law deposes and states as follows:

1. She is Zoe Withey, with a current resident address of R. R. #1 Box 488, Olanta, Clearfield County, Pennsylvania, 16863.
2. She has appealed the Award of the Board of Arbitrators dated June 10, 2002, and that in so doing she is relying on the advice of counsel that an injustice has occurred.
3. She is not filing the Appeal from the Award of the Board of Arbitrators for the purpose of delay.

FURTHER Affiant saith not.

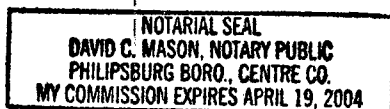
IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal on the 9th day of July, 2002.

 (SEAL)
Zoe Withey

SWORN to and subscribed before me
this 9 day of July, 2002.


N.P.

C:\Office\ARBITRAT\WitheyAppeal.wpd\blb



FILED

JUL 09 2002

0/12:05/w
William A. Shaw
Prothonotary

PAID

\$ 150.-

4 SENT TO ATT

COPY to Cln

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
*
* TYPE OF PLEADING: Certificate of
* Service
*
*
* TYPE OF CASE: Civil Action - Law
*
*
*
*
* FILED ON BEHALF OF:
* Defendant Zoe Withey
*
* COUNSEL OF RECORD FOR
* THIS PARTY:
* David C. Mason, Esq.
* Supreme Court No. 39180
* Attorney at Law
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*
* COUNSEL OF RECORD FOR
* PLAINTIFF:
* David M. Zimmerman, Esquire
* Bonya Gazza & DeGory, LLP
* Attorneys at Law
* 134 South Sixth Street
* Indiana, PA 15701

FILED

JUL 09 2002
6/12/05 lms
William A. Shaw
Prothonotary
4 came to ATT

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

CIVIL ACTION - LAW

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA
GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, AND
ZOE WITHEY

Defendants

*
* No. 01278 C.D. 2001
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CERTIFICATE OF SERVICE

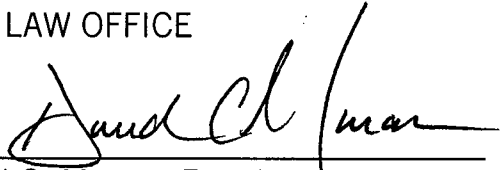
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a Notice of Appeal from Award of Board of Arbitration filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

David M. Zimmerman, Esquire
Bonya Gazza & DeGory, LLP
Attorneys at Law
134 South Sixth Street
Indiana, PA 15701

Gerard J. Dussault
Marguerite Dussault
1089 River Road
Weare, NH 03281

MASON LAW OFFICE

DATED: 7-9-02

BY: 
David C. Mason, Esquire

FILED

JUL 09 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

N0. 01278 C.D. 2001

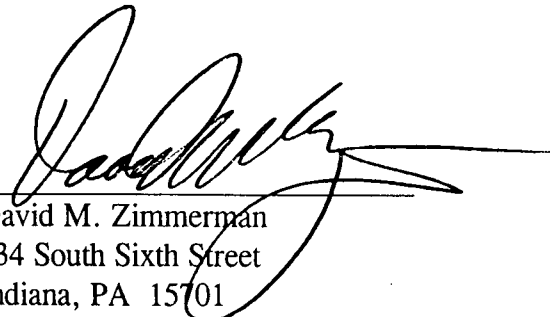
CIVIL ACTION - LAW

NOTICE OF PRE-TRIAL CONFERENCE

At the Court's request, you are hereby notified that a Pre-Trial Conference will be held in the above case pursuant to 46 J.D.R.C.P. 212.3 on Wednesday, August 14, 2002 at 2:15 p.m. The Pre-Trial Conference will be held before the Honorable Frederick J. Ammerman at the Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania 16830.

Date:

August 14, 2002


David M. Zimmerman
134 South Sixth Street
Indiana, PA 15701


724-465-5535

PA ID# 62496

Attorney for Plaintiffs

FILED

AUG 02 2002

m/108/nocc
William A. Shaw
Prothonotary 

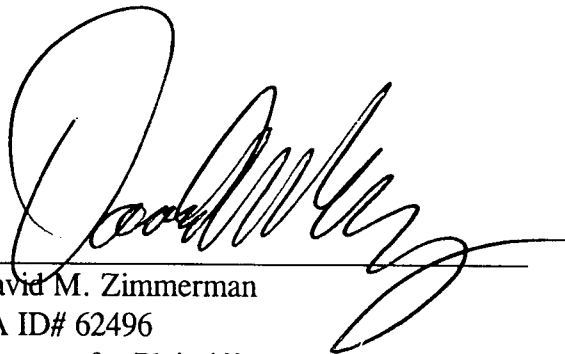
CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of August 2002, I served the above Notice on each of the following persons by sending copies thereof by United States first class mail, postage prepaid, addressed as follows:

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866
(Defendant Zoe Withey's Counsel)

Mr. Gerard J. Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)

Mrs. Marguerite Dussault
1089 River Road
Weare, NH 03281
(No counsel of record)



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

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

KAY FAMILY LIMITED PARTNERSHIP, *
and BONYA GAZZA & DEGORY, LLP, *
Plaintiffs *

vs. *

NO. 2001-1278-C.D. *

GERARD J. DUSSAULT and *
MARGUERITE DUSSAULT, *
husband and wife, and *
ZOE WITHEY, *
Defendants *

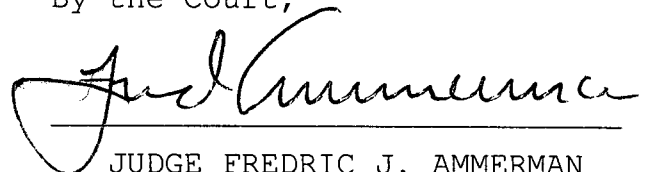
ORDER

NOW, this 14th day of August, 2002, following Pre-Trial Conference, by telephone, with counsel for the Plaintiffs and counsel for Defendant Zoe Withey, it is the ORDER of this Court that Non-Jury Trial be scheduled for one half day, the afternoon of Wednesday, November 13, 2002 1:30 p.m. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

Counsel for the above described parties have certified that the discovery process has been completed.

By the Court,

FILED


JUDGE FREDRIC J. AMMERMAN

AUG 15 2002
019119 / ICC atty Zimmerman
William A. Shaw ICC atty mason
Prothonotary ICC Dussault
124

BONYA, GAZZA & DEGORY, LLP

ATTORNEYS AT LAW

134 SOUTH SIXTH STREET

INDIANA, PENNSYLVANIA 15701

CERTIFIED COPY

CA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01278 C.D. 2001

CIVIL ACTION – LAW

FILED

NOV 07 2002

William A. Shaw
Prothonotary

MOTION IN LIMINE

The Plaintiffs hereby file the following Motion in Limine as to the non-jury trial scheduled to occur before the Honorable Frederic J. Ammerman on Wednesday, November 13, 2002:

1. This case involves claims related to a mortgage that was not satisfied before Plaintiff Kay Family Limited Partnership purchased real property from defendants Gerard J. and Marguerite Dussault (the “Dussaults”).

2. Prior to the real estate closing, Plaintiff Bonya Gazza & DeGory, LLP, counsel to Kay Family Limited Partnership, made arrangements for defendant Zoe Withey to provide it with a title report on the property

3. Ms. Withy provided the title report but failed to identify or disclose a mortgage that the Dussaults had granted to Clearfield Bank & Trust Company. The Dussaults also failed to identify or disclose the mortgage prior to closing.

4. Since the closing, plaintiffs have demanded that the Dussaults or Ms. Withey pay off the loan and satisfy the mortgage, but they have refused.

5. Plaintiffs filed a complaint against the Dussaults and Ms. Withey, with claims by Kay Family Limited Partnership against the Dussaults for breach of contract, breach of general warranty, fraud and punitive damages, and claims by Bonya Gazza &

DeGory against Ms. Withey for breach of contract and negligence. Ms. Withey responded to the complaint, but the Dussaults did not and a default judgment was obtained against them.

6. At the November 13, 2002 non-jury trial, Plaintiffs will seek a judgment against Ms. Withey for the amount of the outstanding mortgage, and an assessment of damages on the default judgment against the Dussaults for the amount of the outstanding mortgage, plus punitive damages, attorneys fees and costs.

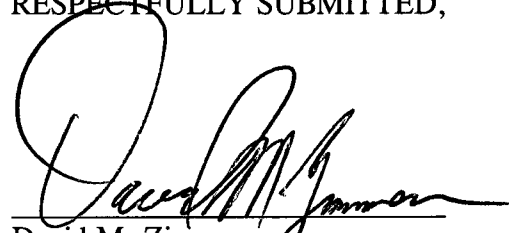
7. The Plaintiffs assert that they have incurred damages recoverable at trial even though they have not paid off the mortgage or purchased an assignment of the mortgage, and that such damages will consist of the payoff amount of the outstanding mortgage as of the date of the trial (approximately \$6,700).

8. Plaintiffs hereby move the Court for an Order confirming that they need not pay off or purchase the mortgage prior to trial in order to obtain a judgment against Ms. Withey and to have damages assessed based on the amount of the outstanding mortgage as established by evidence to be submitted at trial.

WHEREFOR, Plaintiffs request Your Honorable Court to grant the within Motion in Limine and issue an Order of Court confirming that they need not pay off or purchase the mortgage prior to trial in order to obtain a judgment against Ms. Withey and to have damages assessed based on the amount of the outstanding mortgage.

RESPECTFULLY SUBMITTED,

Date: 11-6-02

A large, stylized handwritten signature in black ink, appearing to read 'David M. Zimmerman', is written over the printed name and address.

David M. Zimmerman
134 South Sixth Street
Indiana, PA 15701
724-465-5535
PA ID# 62496

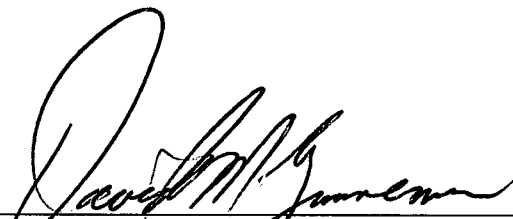
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of November 2002, I served the above Motion in Limine on Defendant Zoe Withey's Counsel by Fax to 814-342-5318, by pre-paid Overnight Mail and by United States first class mail, postage prepaid, and on Defendants Gerard J. Dussault and Marguerite Dussault by pre-paid Overnight Mail and by United States first class mail, postage prepaid, addressed as follows:

David C. Mason, Esquire (Defendant Zoe Withey's Counsel)
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866

Mr. Gerard J. & Mrs. Marguerite Dussault (No counsel of record)
1089 River Road
Weare, NH 03281



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

UX

FILED

NOV 18 2002

No. 01-1278-CD **William A. Shaw**
Prothonotary

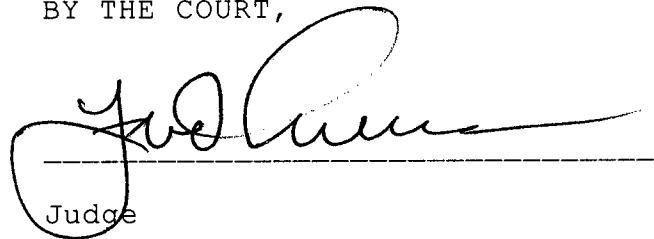
O R D E R

2. Judgment is hereby entered in favor of Kay Family Limited Partnership against Defendants Gerard J.

Dussault and Marguerite Dussault in the amount of Six Thousand Five Hundred Sixty-Three Dollars and Sixty-Two (\$6,563.62) Cents and Plaintiffs' costs as will appear of record which are the amount of One Hundred Ninety-Four Dollars and Twenty-Eight (\$194.28) Cents;

3. Judgment is hereby entered in favor of Defendant Zoe Withey on her counterclaim against Defendants Gerard J. Dussault and Marguerite Dussault in the amount of Six Thousand Five Hundred Eighty-Seven Dollars and Twelve (\$6,587.12) Cents, plus any costs which appear of record attributable to the said Defendant Zoe Withey.

BY THE COURT,



A handwritten signature in cursive script, likely of a judge, is written over a horizontal line. The signature is fluid and extends to the right.

Judge

FILED

2/14/01
NOV 18 2002

icc Atty Zimmerman

icc Atty mason

icc Dessaults-

1089 River Rd.

William A. Shaw
Prothonotary

221

Wease, NH 03281

CA

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED)	
PARTNERSHIP, and)	
BONYA GAZZA & DeGORY, LLP,	)	N0. 01278 C.D. 2001
)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.)	
)	
GERARD J. DUSSAULT and)	
MARGUERITE DUSSAULT,)	
husband and wife, and)	
ZOE WITHEY,)	
)	
Defendants)	

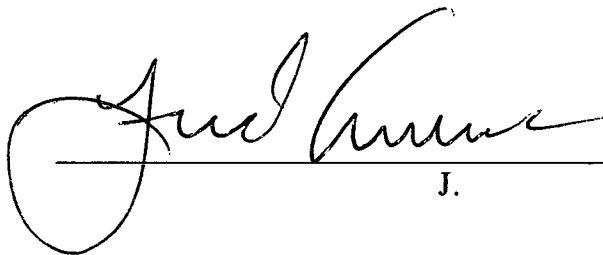
ORDER OF COURT

AND NOW, this 7 day of July, 2003, a status conference regarding the settlement entered into between Plaintiff Kay Family Limited Partnership and Defendant Zoe Withey on November 13, 2002 is hereby scheduled for July 25, 2003 at 10:00 o'clock A.M. The status conference shall occur with the undersigned Judge and shall last no longer than fifteen minutes. Plaintiff's counsel, and Defendant Zoe Withey's counsel if he so chooses, may participate by telephone. Plaintiff's counsel shall initiate the telephone conference call by calling (1) the Court at 814-765-2641, Extension 1315, and then (2) Defendant Zoe Withey's counsel's office at 814-342-2240, or such other number as requested by Defense counsel beforehand. If Defendants Gerard J. Dussault or Marguerite Dussault wish to participate by telephone, they shall provide Plaintiff's counsel with written notice of the phone number at which they are to be contacted at least two days before the status conference.

FILED

JUL 08 2003

William A. Shaw
Prothonotary


J.

FILED

0 9:22 13A 2006 to day Zimmerman
100 to City Meern

JUL 08 2003

[Signature]

William A. Shaw
Prothonotary

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

KAY FAMILY LIMITED PARTNERSHIP
and BONYA GAZZA & DEGORY, LLP,
Plaintiffs

vs.

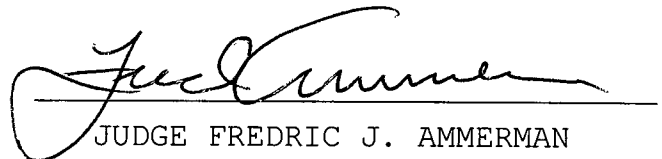
GERARD J. DUSSAULT and
MARGUERITE DUSSAULT and
ZOE WITHEY,
Defendants

No. 2001-1278-C.D.

O R D E R

NOW, this 25th day of July, 2003, at the request of counsel for the Plaintiffs a status conference regarding the settlement was set for this date; Counsel for the Plaintiffs, David M. Zimmerman and Counsel for Defendant Zoe Withey, David C. Mason, appearing by telephone and Zoe Withey being present; the Court noting that upon the agreement of Defendant Zoe Withey, Mr. Mason is withdrawn as her counsel of record; Ms. Withey has confirmed that personal service of any future documents may be made upon her at her residence, R.R.#1, Box 488, Olanta, Pennsylvania 16863.

By the Court,


JUDGE FREDRIC J. AMMERMAN

FILED

JUL 25 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED

012:3481
JUL 25 2003

cy
421

William A. Shaw
Prothonotary/Clerk of Courts

2 certified copies to David M. Zimmerman, Esquire

2 certified copies to David C. Mason, Esquire

2 certified copies to Zoe Withey @ R.R.#1, Box 488, Olanta, PA 16863

1 copy to Court Administrator

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

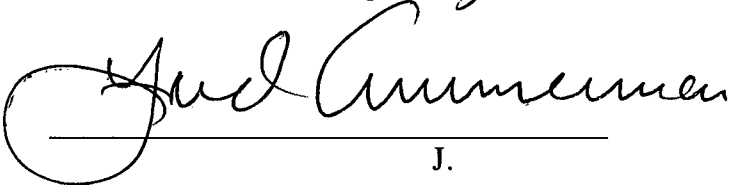
NO. 01278 C.D. 2001

CIVIL ACTION - LAW

ORDER OF COURT

AND NOW, this 4 day of August, 2003, upon consideration of Plaintiffs' Petition for an Order of Court Directing Defendant Zoe Withey to Consummate the November 13, 2002 Settlement Between Defendant Zoe Withey and Bonya Gazza & DeGory, LLP or be Held in Indirect Civil Contempt of Court and Liable for Counsel Fees, it is hereby ORDERED that a hearing on this matter is scheduled for ~~August~~ ^{Sept} 17, 2003 at 1:00 o'clock P.M. in Courtroom No. 2.

~~Defendant Zoe Withey shall file and serve on opposing counsel a verified Answer to the Petition by the earlier of the following two dates: (1) twenty (20) after the date of this Order; (2) ten (10) days before the date of the hearing.~~ FSA


J.

FILED

AUG 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED)	
PARTNERSHIP, and)	
BONYA GAZZA & DeGORY, LLP,	)	N0. 01278 C.D. 2001
)	
Plaintiffs	)	CIVIL ACTION - LAW
vs.)	
)	
GERARD J. DUSSAULT and)	
MARGUERITE DUSSAULT,)	
husband and wife, and)	
ZOE WITHEY,)	
)	
Defendants)	

PETITION FOR AN ORDER OF COURT DIRECTING
DEFENDANT ZOE WITHEY TO CONSUMMATE THE NOVEMBER 13, 2002
SETTLEMENT BETWEEN DEFENDANT ZOE WITHEY AND BONYA, GAZZA &
DeGORY, LLP, OR BE HELD IN INDIRECT CIVIL CONTEMPT OF COURT AND
LIABLE FOR COUNSEL FEES

1. This case involves claims related to a mortgage that was not satisfied before Plaintiff Kay Family Limited Partnership purchased real property from defendants Gerard J. and Marguerite Dussault (the "Dussaults").

2. Prior to the real estate closing, Plaintiff Bonya Gazza & DeGory, LLP, counsel to Kay Family Limited Partnership, made arrangements for defendant Zoe Withey to provide it with a title report on the property

3. Ms. Withy provided the title report but failed to identify or disclose a mortgage that the Dussaults had granted to Clearfield Bank & Trust Company. The Dussaults also failed to identify or disclose the mortgage prior to closing.

4. The closing on the purchase of the property occurred, but Kay Family Limited Partnership did not obtain, and still does not have, clear title to the property because of the mortgage.

FILED

JUL 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

5. Plaintiffs initiated this action to obtain a monetary judgment or other remedy through which the mortgage could be released or satisfied thereby rendering clear title to the property in Kay Family Limited Partnership.

6. Prior to the trial that was scheduled to occur on November 13, 2002, counsel for Plaintiffs and counsel for Defendant Zoe Withey negotiated a settlement on behalf of their respective clients. A copy of a November 13, 2003 letter from Defendant Zoe Withey's counsel to Plaintiffs' counsel regarding the settlement is attached hereto as Exhibit "A."

7. On November 13, 2002, aforementioned counsel appeared before the Court to state the terms of the settlement on the record and to have a non-jury trial as to the amount of damages to be awarded against the Dussaults on default judgments previously obtained against them. Attached hereto as Exhibit "B" is an excerpt from transcript of the non-jury trial which contains counsels' statement for the record regarding the settlement.

8. Under the settlement, Defendant Zoe Withey agreed that she would, within 10 days of November 13, 2002, obtain and pledge to Clearfield Bank & Trust Company a Certificate of Deposit in the minimum amount of \$6,700.00 as security for the Dussault note, after which Clearfield Bank & Trust Company would release the mortgage.

9. It is believed and therefore averred that sometime after November 13, 2002, Clearfield Bank & Trust approved and/or signed a release in the form attached hereto as Exhibit "C" and informed Zoe Withey or her counsel of such.

10. Defendant Zoe Withey has nonetheless failed and refused to follow through with the settlement and the mortgage remains on record.

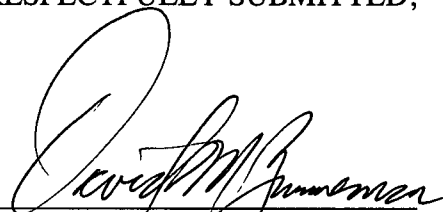
11. Plaintiffs request a hearing regarding Defendant Zoe Withey's failure to consummate the settlement and an Order of Court to be issued thereafter directing her to obtain and record a release of mortgage within ten days of the issuance of the Order or be held in indirect civil contempt of Court and be liable for counsel fees related to Plaintiffs' efforts to have the settlement consummated.

WHEREFOR, Plaintiffs request Your Honorable Court to schedule a hearing on the within Petition.

RESPECTFULLY SUBMITTED,

Date:

July 25, 2003


David M. Zimmerman

PA ID# 62496

Bonya Gazza & DeGory, LLP

134 South Sixth Street

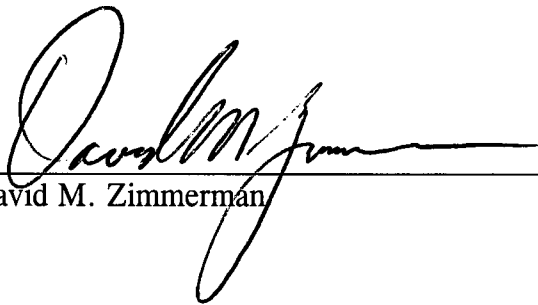
Indiana, PA 15701

724-465-5535

Attorney for Plaintiffs

VERIFICATION

I, David M. Zimmerman, verify that the facts set forth in the foregoing Petition are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.



David M. Zimmerman

Date:

July 25, 2013

DAVID C. MASON*Attorney at Law*409 NORTH FRONT STREET
P.O. Box 28
PHILIPSBURG, PENNSYLVANIA 16866
(814) 342-2240
FAX (814) 342-5318

November 13, 2002

VIA FAX: 724-465-9685

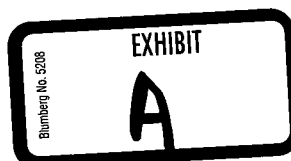
David M. Zimmerman, Esquire
Bonya Gazza & DeGory, LLP.
Attorneys at Law
134 South Sixth Street
Indiana, Pennsylvania 15701In Re: Kay Family Limited Partnership, et al.
v. Dussault, et al.
No. 01278 C.D. 2001

Dear Mr. Zimmerman:

Please allow this letter to confirm the results of our conversation on November 12, 2002. A Non-Jury Trial is scheduled for November 13, 2002. You and I have agreed to request the Court to postpone that Trial. You have spoken with Clearfield Bank and Trust and their counsel, and they have indicated they are amenable to cooperating with us, to the extent necessary, and we expect to resolve the case as follows:

Within the next seven (7) to ten (10) days, Zoe Withey will purchase a Certificate of Deposit at Clearfield Bank and Trust in the minimum amount of \$6,700.00. This Certificate of Deposit will be in her name and pledged to Clearfield Bank & Trust as security for the Dussault Note. Clearfield Bank & Trust will satisfy the mortgage and continue to accept payment on the line of credit from Mr. and Mrs. Dussault.

You and I will liquidate our default judgments against the Dussaults. If and when Mr. & Mrs. Dussault stop making payments to Clearfield Bank & Trust, Clearfield Bank & Trust will assign the Note to Zoe Withey in exchange for satisfaction of the outstanding indebtedness at that time.



DAVID C. MASON

Attorney at Law

David M. Zimmerman, Esquire
November 13, 2002
Page 2

If I have misstated anything, please let me know. I will attempt to contact the Court between 9:00 and 10:00 a.m., this morning to advise him that the Trial today should be continued.

Very truly yours,

MASON LAW OFFICE


David C. Mason

DCM:blb
cc Zoe Withey

1 IN THE COURT OF COMMON PLEAS
2 OF CLEARFIELD COUNTY, PENNSYLVANIA
3 CIVIL DIVISION
4

COPY

5 KAY FAMILY LIMITED
6 PARTNERSHIP, and BONYA
GAZZA & DEGORY, LLP

7 -vs-

No. 01-1278-CD

8 GERARD J. DUSSAULT and
9 MARGUERITE DUSSAULT, husband:
and wife, and ZOE WITHEY

11 PROCEEDINGS:

Excerpt From Civil Non-Jury
Trial

13 BEFORE:

HONORABLE FREDRIC J. AMMERMAN
Judge

15 DATE:

Wednesday, November 13, 2002

16 PLACE:

Clearfield County Courthouse
Courtroom No. 2
Clearfield, Pennsylvania

18 TAKEN BY:

Thomas D. Snyder
Official Court Reporter

21 APPEARANCES:

22 DAVID M. ZIMMERMAN, ESQUIRE
23 Bonya Gazza & DeGory, LLP
For - Plaintiffs

24 DAVID C. MASON, ESQUIRE
25 Attorney at Law
For - Defendant Zoe Withey



P R O C E E D I N G S

1
2 THE COURT: Let's go on the record. This is Kay
3 Family Limited Partnership, et al. versus Dussaults and Zoe
4 Withey. And Mr. Zimmerman and Mr. Mason are here. It's my
5 understanding that a settlement has been reached between the
6 Plaintiffs and the Defendant Zoe Withey.

7 It's also my understanding that Ms. Withey and the
8 Plaintiffs both have default judgments against Defendants
9 Gerard and Marguerite Dussault; is that correct?

10 ATTORNEY ZIMMERMAN: I know that the Plaintiffs
11 do, Your Honor.

12 THE COURT: Mr. Mason.

13 ATTORNEY MASON: And, Your Honor, on behalf of
14 Defendant Zoe Withey, we entered default judgment on our
15 cross-claim. I don't have that document right in front of
16 me, but I do know that we've done so.

17 THE COURT: And could one of counsel please state
18 the terms of the settlement for the record, please?

19 ATTORNEY MASON: I have them written down.

20 THE COURT: All right. That would be fine.

21 ATTORNEY MASON: Your Honor, this matter was
22 scheduled for trial this afternoon before you on a bench
23 trial. And over the course of the past several days, I've
24 been speaking with David Zimmerman, who's an attorney with
25 Bonya Gazza & DeGory, one of the Plaintiffs in this matter.

1 THE COURT: Who is the same Mr. Zimmerman who's
2 present.

3 ATTORNEY MASON: Correct. And we've agreed that
4 with regard to the claim of Bonya Gazza & DeGory and Kay
5 Family Limited Partnership that Defendant Zoe Withey, within
6 the next 7 to 10 days, will purchase a certificate of deposit
7 at Clearfield Bank & Trust Company in the minimum amount of
8 \$6,700. That represents the approximate payoff due on this
9 home equity line of credit that's at issue in this case.

10 This certificate of deposit will be in the name of
11 Zoe Withey and pledge Clearfield Bank & Trust Company as
12 securer for the Dussault note. Upon receipt of that
13 certificate of deposit, Clearfield Bank & Trust will satisfy
14 the mortgage and continue to accept payment on the line of
15 credit from Mr. and Mrs. Dussault.

16 Should Mr. and Mrs. Dussault stop making any
17 payments to Clearfield Bank & Trust, then, in that event,
18 Clearfield Bank & Trust would be in a position to accept
19 payment of that note -- excuse me -- would be in the position
20 to accept payment from that certificate of deposit and would
21 assign the note to Zoe Withey in exchange for her
22 satisfaction of the Dussault indebtedness.

23 Now, obviously, Clearfield Bank & Trust, not being
24 a party to this, we need to cross some T's and dot some I's
25 there; but it's my understanding from speaking with Mr.

1 Zimmerman that Clearfield Bank & Trust is amenable to this
2 solution.

3 THE COURT: Mr. Zimmerman.

4 ATTORNEY ZIMMERMAN: I would agree with the
5 settlement as articulated by Attorney Mason; but I would add
6 that, and we discussed this earlier, that in the event that
7 Zoe Withey needs to execute on a judgment against the
8 Dussaults and collect on amounts owed to her, she will also
9 have a judgment, our judgment, assigned to her, and to the
10 extent that she collects costs that wouldn't cover our costs,
11 that they would reimburse them to us.

12 Other than that, the articulation of the
13 settlement was accurate. I would add, Your Honor, that,
14 although we're here today to get the settlement on record,
15 it's also important, as part of the settlement, that we get a
16 damage amount attributed to the default judgments; and that's
17 why we have Ms. Wooster from the bank here.

18
19 END OF EXCERPT
20
21
22
23
24
25

C E R T I F I C A T E

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me in the proceedings of the above cause and that this copy is a correct transcript of the same.

11/26/02

Date

Thomas D. Snyder

Thomas D. Snyder
Official Court Reporter

RELEASE FROM MORTGAGE

From: GERALD J. & MARGARET DUSSAULT
(Mortgagor)

Mortgage Dated: December 4, 1997

Mortgage Recorded: December 17, 1997

To: CLEARFIELD BANK & TRUST CO.
(Mortgagee)

Mortgage Book No. 1894 Page 547

Recorder's Office of Clearfield
County, PA

Debt \$10,000.00

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, GERALD J. and MARGARET DUSSAULT, by an Indenture of Mortgage above noted, granted and conveyed unto **CLEARFIELD BANK & TRUST CO.**, the premises therein particularly described, to secure the payment of a certain debt or principal sum of **SIX THOUSAND EIGHT HUNDRED FORTY EIGHT AND 16/100 (\$6,848.16) DOLLARS**, lawful money, etc., with interest therein mentioned and

WHEREAS, the said **CLEARFIELD BANK & TRUST CO.**, has been requested to release the premises hereinafter described, and more particularly being property located and situate in Borough of Mahaffey, Clearfield County.

NOW, THEREFORE, be it known that the said **CLEARFIELD BANK & TRUST CO.**, and in consideration of the premises as of the sum of **ONE (\$1.00) DOLLAR**, lawful money to him in hand paid at the time of the execution hereof, the receipt whereof is hereby acknowledged, has remised, released, quit-claimed, exonerated and discharged, and by these presents, does remise, release, quit-claim, exonerate and discharge unto the said **GERALD J. and MARGARET DUSSAULT**, their successors and assigns, the following described property:

BEGINNING at a post corner of alley and East Main Street; thence along said Street north twenty five (25) degrees thirty (30) minutes West, a distance of fifty (50) feet to the corner of Lot Number 13; thence by line of Lot Number 13, North sixty four (64) degrees thirty (30) minutes East, a distance of one hundred fifty (150) feet to an alley; thence along



said alley South twenty five (25) degrees thirty (30) minutes East, a distance of fifty (50) feet to an alley; thence by said alley South fifty four (54) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street, and the place of beginning. **BEING** Lot Number 12, East Side.

RESERVING nonetheless out of the above described lot, along the South side adjoining the alley, a strip of ground twenty one (21) feet wide and one hundred fifty (150) feet in length for street purposes.

ALSO one other lot or piece of ground situated in the same Borough in the East side and bounded and described as follows:

BEGINNING at the Southwest corner of Lot Number 12 on Main Street; thence along Main Street, North twenty five (25) degrees thirty (30) minutes West, thirty nine (39) feet to the corner of Lot Number 14, formerly owned by AB Mosser; thence by line of Lot Number 14, North sixty four (64) degrees thirty (30) minutes east, a distance of one hundred fifty (150) feet to an alley ;thence along said alley South twenty five (25) degrees thirty (30) minutes East, a distance of thirty nine (39) feet to the corner of Lot Number 12; thence by the line of Lot Number 12, South sixty four (64) degrees thirty (30) minutes West, a distance of one hundred fifty (150) feet to Main Street and the place of beginning. **KNOWN** as Lot Number 13 - East Side.

TO HAVE AND TO HOLD, the same, with the appurtenances, unto the said **GERALD J. and MARGARET DUSSAULT**, their successors or assigns forever freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way affect, alter or diminish the lien or incumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged premises, or the remedies at law for recovering thereout or against the said **GERALD J. and MARGARET DUSSAULT**, their successors and assigns the principal sum, with interest secured by said Mortgage.

IN WITNESS WHEREOF, the said Mortgagee has caused his hand and seal to be affixed to this instrument on the day of two thousand two (2002).

CLEARFIELD BANK & TRUST CO.

By: _____

Witness

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ :ss:

On this, the _____ day of _____, 2002, before me, a Notary Public, in and for the above named State and County, personally appeared _____, who being duly sworn according to law deposes and says that he/she is the President of **CLEARFIELD BANK & TRUST CO.**, a corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

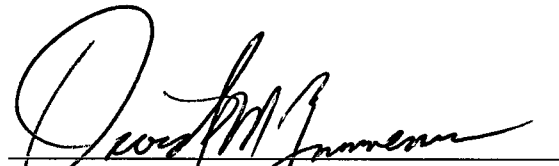
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

N.P.

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of July 2003, I served a copy of the above
Petition on Defendant Zoe Withey by U.S. First Class Mail, addressed as follows:

Ms. Zoe Withey
RR 1, Box 488
Olanta, PA 16863

A handwritten signature in black ink, appearing to read "David M. Zimmerman", is written over a horizontal line.

David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

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

KAY FAMILY LIMITED
PARTNERSHIP, and BONYA,
GAZZA & DEGORY, LLP

vs.

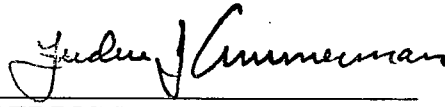
GERARD J. DUSSAULT and
MARGUERITE DUSSAULT
and ZOE WITHEY

:
:
:
:
:
: No. 01-1278-CD
:
:
:
:

ORDER

AND NOW, this 19th day of August, 2003, it is the ORDER of the Court that Hearing on Plaintiffs' Petition for Order of Court Directing Defendant Withey to Consummate the November 13, 2002 Settlement Between Defendant Withey and Bonya, Gazza & DeGory, LLP, or be Held in Indirect Civil Contempt of Court and Liable for Counsel Fees in the above matter has been rescheduled from September 17, 2003 to **Monday, October 13, 2003 at 1:30 P.M.** in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
Judge

FILED

AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED

9:32 AM
AUG 20 2003

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty Zimmerman

ICC ~~Atty~~ Dussaults

1089 River Road

Worce, NH 03281

ICC Zoe Witherby

RR1 Box 488

Olanta, PA 16863

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DEGORY, LLP,

Plaintiff

VS.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY, Defendants

PETITION FOR AN ORDER OF COURT
DIRECTING DEFENDANT ZOE WITHEY
TO CONSUMMATE THE NOVEMBER 13,
2002 SETTLEMENT BETWEEN DEFENDANT
AND BONYA GAZZA & DEGORY, LLP,

OR BE HELD IN INDIRECT CIVIL
CONTEMPT OF COURT AND LIABLE
FOR COUNSEL FEES

NO. 01278 C.D. 2001
CIVIL ACTION-LAW

FILED

7/1/13
JUL 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

BONYA GAZZA & DEGORY, LLP
ATTORNEYS AT LAW
134 SOUTH SIXTH STREET
INDIANA, PENNSYLVANIA 15701

1cc
m/1/13
JUL 28 2003
Att. Zimmerman
KEE

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

KAY FAMILY LIMITED
PARTNERSHIP, and
BONYA GAZZA & DeGORY, LLP,

Plaintiffs

vs.

GERARD J. DUSSAULT and
MARGUERITE DUSSAULT,
husband and wife, and
ZOE WITHEY,

Defendants

NO. 01278 C.D. 2001

CIVIL ACTION - LAW

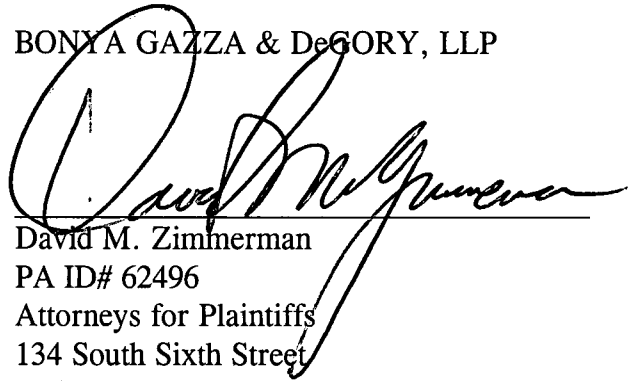
PRAECIPE

TO THE PROTHONOTARY:

Kindly mark the above matter settled, discontinued and ended.

BONYA GAZZA & DeGORY, LLP

By


David M. Zimmerman
PA ID# 62496
Attorneys for Plaintiffs
134 South Sixth Street
Indiana, PA 15701
(724) 465-5535

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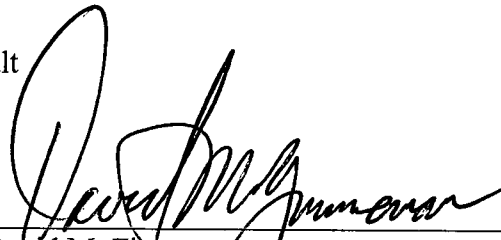
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copy to CIA
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of November 2004, I served a copy of the above Praecipe on each of the parties by U.S. First Class Mail, addressed as follows:

Ms. Zoe Withey
4 McKee Road
Olanta, PA 16863

Gerard J. & Marguerite Dussault
1089 River Road
Weare, NH 03281



David M. Zimmerman
PA ID# 62496
Attorney for Plaintiffs
Bonya Gazza & DeGory, LLP
and Kay Family Limited Partnership
134 South Sixth Street
Indiana, Pennsylvania 15701
Ph. (724) 465-5535

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

CIVIL DIVISION

COPY

**Kay Family Limited Partnership and
Bonya Gazza & DeGory, LLP**

Vs.

No. 2001-01278-CD

**Gerard J. Dussault
Marguerite Dussault
Zoe Withey**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 16, 2004, marked:

Settled, Discontinued and Ended

Costs in the sum of \$120.00 have been paid by David M. Zimmerman; costs in the sum of \$20.00 have been paid by David C. Mason. Costs in the sum of \$150.00 have been paid by Zoe Withey.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of November A.D. 2004.

William A. Shaw, Prothonotary