

01-1306-CD
WILLIAM SATTERLEE -vs- DAVID MACTISO et al

46 TH

NOTICE OF APPEAL

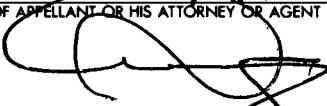
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2001-1306-CD.

NOTICE OF APPEAL

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

NAME OF APPELLANT MACIOSO, David & Macson Corporation		MAG. DIST. NO. OR NAME OF D.J. 46-302		
ADDRESS OF APPELLANT 1100 ROUTE 51 SOUTH LARGE		CITY PA	STATE PA	ZIP CODE 15025
DATE OF JUDGMENT 8/13/01	IN THE CASE OF (Plaintiff) WILLIAM SATTERLEE	(Defendant) MACIOSO, David & Macson Corporation		
CLAIM NO. CV 19	0000 286-1	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
LT 19				

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

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

Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

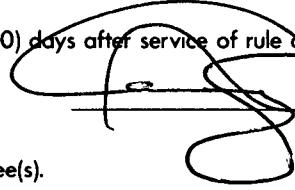
PRAECIPE: To Prothonotary

Enter rule upon WILLIAM G. SATTERLEE, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 01-1306-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent


WILLIAM G. SATTERLEE
412/384-9200

RULE: To WILLIAM G. SATTERLEE appellee(s).

Name of appellee(s)

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

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

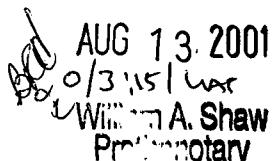
(3) The date of service of this rule if service was by mail is the date of mailing.

Date: 8/13/01


William A. Shaw

Signature of Prothonotary or Deputy

FILED


AUG 13 2001
03151 WAR
William A. Shaw
Prothonotary

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, *(name)* _____, on
_____, 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____, 19_____. by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

WILLIAM G SATTERLEE & SONS, INC.
12475 RT 119 HWY N
ROCHESTER MILLS, PA 15771

NAME and ADDRESS

DEFENDANT:

MACIOSO, DAVID, ET AL.
1100 RT 51 SOUTH
LARGE, PA 15025

NAME and ADDRESS

MACSON CORP.
1100 RT 51 SOUTH
LARGE, PA 15025

Docket No.: **CV-0000286-01**
Date Filed: **6/13/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **WILLIAM G SATTERLEE & SONS, INC.**

Judgment was entered against: (Name) **MACSON CORP.**

in the amount of \$ **819.75** on: (Date of Judgment) **8/13/01**

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

Damages will be assessed on: _____

Amount of Judgment	\$ 720.25
Judgment Costs	\$ 99.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 819.75

This case dismissed without prejudice.

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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

Levy is stayed for _____ days or generally stayed.

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

Date:	Place:
Time:	

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

AUG 13 2001

Date R. A. Ireland, District Justice

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

Date _____, District Justice

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

MACSON CORP.
1100 RT 51 SOUTH
LARGE, PA 15025

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

WILLIAM G SATTERLEE & SONS, INC.
12475 RT 119 HWY N
ROCHESTER MILLS, PA 15771

NAME and ADDRESS

DEFENDANT:

MACIOSO, DAVID, ET AL.
1100 RT 51 SOUTH
LARGE, PA 15025

NAME and ADDRESS

Docket No.: **CV-0000286-01**
Date Filed: **6/13/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **WILLIAM G SATTERLEE & SONS, INC**

Judgment was entered against: (Name) **MACIOSO, DAVID**

in the amount of \$ **819.75** on: (Date of Judgment) **8/13/01**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Levy is stayed for _____ days or generally stayed. _____

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

Amount of Judgment	\$ 720.25
Judgment Costs	\$ 99.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 819.75
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

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

AUG 13 2001 Date Ricardo Ireland, District Justice

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

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

4670

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2001-1306-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT	M. J. MCGOWAN, DAVID (Defendant)		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
3/13/01	William S. Szelinski vs. M. J. MCGOWAN, DAVID (Defendant)		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 19 000 256-1	LT 19		

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

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

Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon William C. Szelinski, appellee(s), to file a complaint in this appeal
 Name of appellee(s)

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

WILLIAM C. SZELINSKI
 Signature of appellant or his attorney or agent

RULE: To William C. Szelinski, appellee(s).
 Name of appellee(s)

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

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

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

Date: 8/13/01

WILLIAM C. SZELINSKI
 Signature of Prothonotary or Deputy

I hereby certify that I do a true and attested copy of the original statement filed in this case:

AUG 13 2001

Attest.

William C. Szelinski
 Prothonotary

NOTICE OF APPEAL

CC. NO. 14-LV-00000000

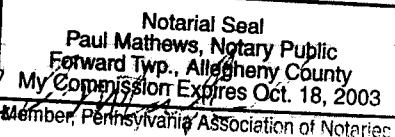
CLEARFIELD

X 8/16/2001 2001-1306 00

X 8/16/2001 *ccm SORRELLIE*

8/16/2001

16th Aug 2001



FILED

01/4461
AUG 20 2001
RGS

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

8444
9537
0020
0020
0020
0520
0000
7000

Postage	\$ 34
Certified Fee	210
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 394

WEST ELIZABETH PA 15088
Postmark Here

Recipient's Name (Please Print Clearly) (To be completed by mailer)
KLAUNER TRELAND
Street, Apt. No., or PO Box No.
600 LEONARD ST
City, State, ZIP+4
CLEARFIELD PA 16830

PS Form 3800, February 2000 See Reverse for Instructions

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

8378
9537
0020
0020
0020
0520
0000
7000

Postage	\$ 34
Certified Fee	210
Return Receipt Fee (Endorsement Required)	150
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 394

WEST ELIZABETH PA 15088
Postmark Here

Recipient's Name (Please Print Clearly) (To be completed by mailer)
WILLIAM SORRELLIE
Street, Apt. No., or PO Box No.
12475 RT 119 Hwy N
City, State, ZIP+4
ROCHESTER MILLS, PA 15771

PS Form 3800, February 2000 See Reverse for Instructions

1/1 P.S Form 3817

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

WILLIAM G SATTERLEE & SONS, INC.
12475 RT 119 HWY N
ROCHESTER MILLS, PA 15771

NAME and ADDRESS

VS.
DEFENDANT:
MACIOSO, DAVID, ET AL.
1100 RT 51 SOUTH
LARGE, PA 15025

NAME and ADDRESS

RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830

FILED

Docket No.: **CV-0000286-01**
Date Filed: **6/13/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **WILLIAM G SATTERLEE & SONS, INC.**

Judgment was entered against: (Name) **MACIOSO, DAVID**

in the amount of \$ **819.75** on: (Date of Judgment) **8/13/01**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

Amount of Judgment \$ **720.25**

Judgment Costs \$ **99.50**

Interest on Judgment \$ **.00**

Attorney Fees \$ **.00**

Total \$ **819.75**

This case dismissed without prejudice.

Post Judgment Credits \$ _____

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

Post Judgment Costs \$ _____

Levy is stayed for _____ days or generally stayed.

=====

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

Certified Judgment Total \$ _____

Date:	Place:
Time:	

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

AUG 13 2001

Date Richard Ireland, District Justice

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

8-21-01 Date Richard Ireland, District Justice

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD STREET
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

WILLIAM G SATTERLEE & SONS, INC.
12475 RT 119 HWY N
ROCHESTER MILLS, PA 15771

VS.

DEFENDANT: NAME and ADDRESS

MACIOSO, DAVID, ET AL.
1100 RT 51 SOUTH
LARGE, PA 15025

Docket No.: **CV-0000286-01**
Date Filed: **6/13/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **WILLIAM G SATTERLEE & SONS, INC.**

Judgment was entered against: (Name) **MACSON CORP.**

in the amount of \$ **819.75** on: (Date of Judgment) **8/13/01**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment	\$ 720.25
Judgment Costs	\$ 99.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 819.75

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

Post Judgment Credits \$ _____

Levy is stayed for _____ days or generally stayed. _____

Post Judgment Costs \$ _____

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

Certified Judgment Total \$ _____

Date:	Place:
Time:	

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

AUG 13 2001 Date Richard Ireland, District Justice

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

8-21-01 Date Richard Ireland, District Justice

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: COMPLAINT
MACSON CORPORATION and :
DAVID MACIOSO :
Defendants :

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

AUG 23 2001

William A. Shar
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: MACSON CORPORATION and :
DAVID MACIOSO :
Defendants :
:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN
GET LEGAL HELP.

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

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: MACSON CORPORATION and :
DAVID MACIOSO :
Defendants :
:

COMPLAINT

1. Plaintiff William G. Satterlee & Sons, Inc. is a Pennsylvania corporation with an office and place of business at 12475 Route 119 HWY North, Rochester Mills, PA 15771 ("Satterlee").

2. Defendant Macson Corporation is a Pennsylvania corporation with an office and place of business at 1100 Rt. 51 South, Large, Allegheny County, Pennsylvania 15025 ("Macson"); Defendant David Macioso is an individual residing at 1100 Rt. 51 South, Large, Allegheny County, Pennsylvania 15025 ("Macioso").

3. That Macson Corporation purchased from Satterlee diesel fuel and related products since at least 1999.

4. That Satterlee sold said diesel fuel and related products to Macson Corporation on the basis that David Macioso would be a co-obligor for all said purchases and David Macioso agreed to be liable for all said purchases referred to in Paragraph 3 which is incorporated herein by reference and made a part hereof.

5. That for the purposes of this complaint hereafter Macioso and Macson Corporation are both referred to as "Macson."

6. That Satterlee charged Macson its usual and customary charges for said diesel fuel and related products.

7. That during the time of Macson purchases, Satterlee maintained books of account, keeping an accurate and running account of all debits and credits for the sale of diesel fuel and related products to Macson.

8. That Satterlee submitted to Macson a written account monthly requesting payment for the outstanding balance on the account. A copy of said accounting is attached hereto and marked Exhibit "A."

9. That Satterlee has made a demand for the payment of said outstanding balances due on said account which Macson has failed and refused to pay.

WHEREFORE, Satterlee demands judgment against Macson Corporation and David Macioso for \$720.25, together with interest at the rate of eighteen (18%) percent from May 31, 2001.

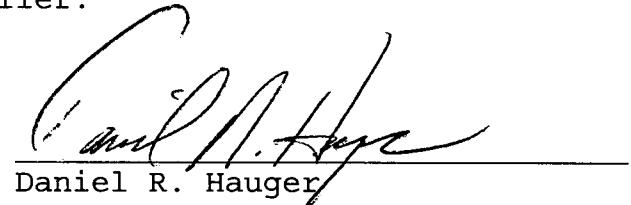
BELIN & KUBISTA

By

Carl A. Belin, Jr., Esquire

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Before me the undersigned officer, personally appeared DANIEL R. HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, depose and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



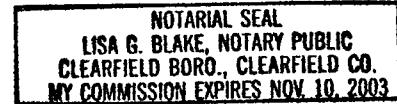
Daniel R. Hauger

Sworn and subscribed before me this 23rd day of August, 2001.



Lisa G. Blake

Notary Public



WILLIAM G. SATTERLEE AND SONS

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
05/01/99			PREVIOUS BALANCE		.00		
05/13/99	Cash	DIESEL FUEL	734738	CHG 1978.0	1174.14		
05/13/99	Cash		734738	PMT 1273	1174.14	CR	
05/19/99	Cash	DIESEL FUEL	734778	CHG 252.0	146.51		
05/19/99	Cash		734778	PMT 1278	146.51	CR	
05/21/99	Cash	DIESEL FUEL	734792	CHG 344.0	191.26		
05/21/99	Cash		734792	PMT 1280	191.26	CR	
05/26/99	Cash	DIESEL FUEL	748270	CHG 422.0	234.62		
05/26/99	Cash		748270	PMT 1283	234.62	CR	
05/28/99	Corrected Charge	D/PYROPLEX BLUE EP2	122627	CHG 4.0	69.96		MISSING 6% TAX
05/28/99	Cash	DIESEL FUEL	748282	CHG 216.0	120.09		
05/28/99	Cash		748282	PMT 1284	120.09	CR	
05/28/99	Normal		122627	PMT 1285	66.00	CR	
05/31/99			BALANCE DUE		3.96		
06/01/99			PREVIOUS BALANCE		3.96		
06/02/99	Cash	DIESEL FUEL	748296	CHG 309.0	183.75		
06/02/99	Cash		748296	PMT 1288	183.75	CR	
06/07/99	Cash	DIESEL FUEL	698630	CHG 500.0	294.68		
06/07/99	Cash		698630	PMT 1291	294.68	CR	
06/09/99	Cash	DIESEL FUEL	698646	CHG 373.0	233.67		
06/09/99	Cash		698646	PMT 1294	233.67	CR	
06/11/99	Cash	DIESEL FUEL	734309	CHG 532.0	333.28		
06/11/99	Cash		734309	PMT 1296	333.28	CR	
06/15/99	Cash	DIESEL FUEL	734329	CHG 379.0	247.47		
06/15/99	Cash		734329	PMT 1297	247.47	CR	
06/17/99	Cash	DIESEL FUEL	725478	CHG 721.0	481.48		
06/17/99	Cash		725478	PMT 1299	481.48	CR	
06/21/99	Normal	DIESEL FUEL	734349	CHG 488.0	325.89		
06/23/99	Normal	DIESEL FUEL	748798	CHG 350.0	226.31		
06/25/99	Normal	DIESEL FUEL	699259	CHG 514.0	332.35		
06/28/99	Normal			PMT	556.16	CR	CREDIT CARD
06/29/99	Normal	DIESEL FUEL	728284	CHG 523.0	343.72		
06/29/99	Normal			PMT	332.35	CR	CREDIT CARD
06/31/99			BALANCE DUE		343.72		

Exhibit "A"

WILLIAM G. SATTERLEE AND SONS

F.O. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
07/01/99			PREVIOUS BALANCE		343.72		
07/01/99 Normal		DIESEL FUEL	728362	CHG 234.0	153.78		
07/02/99 Normal				PMT	373.72CR		
07/06/99 Normal		DIESEL FUEL	699278	CHG 191.0	126.13		
07/07/99 Normal		L/S DIESEL FUEL	728527	CHG 36.0	42.48		
07/07/99 Normal		DIESEL FUEL	728526	CHG 168.0	110.94		
07/09/99 Normal		DIESEL FUEL	727936	CHG 238.0	166.50		
07/12/99 Normal		DIESEL FUEL	728054	CHG 172.0	120.33		
07/14/99 Normal			CREDIT CRD PMT		126.13CR		
07/14/99 Normal			CREDIT CRD PMT		153.78CR		
07/14/99 Normal		DIESEL FUEL	728146	CHG 326.0	228.07		
07/22/99 Normal		DIESEL FUEL	726431	CHG 512.0	352.77		
07/22/99 Normal			726431	PMT 1309	991.09CR		
07/26/99 Normal		L/S DIESEL FUEL	271120	CHG 32.0	38.41		
07/26/99 Cash		DIESEL FUEL	726554	CHG 448.0	313.42		
07/26/99 Cash			726554	PMT 1311	313.42CR		
07/26/99 Cash		L/S DIESEL FUEL	271118	CHG 44.0	52.36		
07/26/99 Cash			271118	PMT 1311	52.36CR		
07/28/99 Cash		DIESEL FUEL	726635	CHG 437.0	305.73		
07/28/99 Cash			726635	PMT 1314	305.73CR		
07/30/99 Cash		DIESEL FUEL	733054	CHG 408.0	285.44		
07/30/99 Cash			733054	PMT 1318	285.44CR		
07/31/99			BALANCE DUE		581.00		
08/01/99			PREVIOUS BALANCE		581.00		
08/03/99 Cash		DIESEL FUEL	733142	CHG 314.0	226.33		
08/03/99 Cash			733142	PMT 1319	226.33CR		
08/05/99 Cash		DIESEL FUEL	733235	CHG 342.0	246.51		
08/05/99 Cash			733235	PMT 1321	246.51CR		
08/09/99 Cash		DIESEL FUEL	725576	CHG 288.0	210.64		
08/09/99 Cash			725576	PMT 1322	210.64CR		
08/11/99 Cash		DIESEL FUEL	725676	CHG 298.0	217.96		
08/11/99 Cash			725676	PMT 1324	217.96CR		
08/13/99 Cash		DIESEL FUEL	747786	CHG 376.0	275.01		

WILLIAN G. SATTERLEE AND SONS

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
08/13/99	Cash		747786	PMT	1327	275.01CR	
08/17/99	Cash	DIESEL FUEL	725734	CHG	315.0	221.04	
08/17/99	Cash		725734	PMT	1329	221.04CR	
08/19/99	Cash	DIESEL FUEL	725783	CHG	176.0	123.50	
08/19/99	Cash		725783	PMT	1331	123.50CR	
08/23/99	Corrected Charge	DIESEL FUEL	725842	CHG	236.0	170.61	OVERCHG'D 6%
08/23/99	Normal		725842	PMT	1334	175.11CR	
08/25/99	Cash	DIESEL FUEL	753396	CHG	240.0	178.08	
08/25/99	Cash		753396	PMT	1336	178.08CR	
08/30/99	Cash	DIESEL FUEL	753454	CHG	460.0	332.54	
08/30/99	Cash		753454	PMT	1340	332.54CR	
08/31/99		FINANCE CHARGE			6.21		
08/31/99		BALANCE DUE			582.71		
09/01/99			PREVIOUS BALANCE		582.71		
09/01/99	Cash	DIESEL FUEL	753525	CHG	602.0	432.00	
09/01/99	Cash		753525	PMT	1341	432.00CR	
09/03/99	Cash	DIESEL FUEL	753570	CHG	484.0	353.74	
09/03/99	Cash		753570	PMT	1342	353.74CR	
09/08/99	Cash	DIESEL FUEL	75361	CHG	477.0	348.62	
09/08/99	Cash		75361	PMT	1344	348.62CR	
09/10/99	Cash	DIESEL FUEL	753721	CHG	583.0	448.04	
09/10/99	Cash		753721	PMT	1346	448.04CR	
09/10/99	Normal		27120	PMT		38.41CR	
09/13/99	Cash	DIESEL FUEL	745757	CHG	509.0	393.60	
09/13/99	Cash		745757	PMT	1350	393.60CR	
09/15/99	Cash	DIESEL FUEL	745824	CHG	340.0	279.31	
09/15/99	Cash		745824	PMT	1351	279.31CR	
09/16/99	Cash	DIESEL FUEL	745855	CHG	339.0	278.49	
09/16/99	Cash		745855	PMT	1352	278.49CR	
09/16/99	Cash	L/S DIESEL FUEL	25190	CHG	16.0	21.12	
09/16/99	Cash		25190	PMT	1352	21.12CR	
09/20/99	Cash	DIESEL FUEL	745947	CHG	390.0	320.39	
09/20/99	Cash		745947	PMT	1353	320.39CR	
09/22/99	Cash	L/S DIESEL FUEL	746035	CHG	46.0	60.26	
09/22/99	Cash		746035	PMT	1354	60.26CR	

WILLIAM G. SATTERLEE AND SONS

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2480

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
09/22/99	Cash	DIESEL FUEL	746026	CHG 103.0	83.53		
09/22/99	Cash		746026	PMT 1354	83.53CR		
09/24/99	Cash	DIESEL FUEL	746124	CHG 159.0	128.94		
09/24/99	Cash		746124	PMT 1356	128.94CR		
09/27/99	Corrected Charge	S/SUN-15W40	143342	CHG 1.0	199.02	MISSED 6% TAX	
09/27/99	Corrected Charge	E/HUMBLE H-46	143342	CHG 1.0	158.73	MISSED 6% TAX	
09/27/99	Cash	DIESEL FUEL	742964	CHG 437.0	363.63		
09/27/99	Cash		742964	PMT 1361	363.63CR		
09/27/99	Normal		143342	PMT 1362	337.50CR		BAL DUE 6% TAX
09/29/99	Cash	DIESEL FUEL	743032	CHG 441.0	371.64		
09/29/99	Cash		743032	PMT 1366	371.64CR		
09/29/99	Cash	L/S DIESEL FUEL	26101	CHG 24.0	32.16		
09/29/99	Cash		26101	PMT 1366	32.16CR		
09/29/99	Normal		143342	PMT 1366	20.25CR		
09/31/99		FINANCE CHARGE			2.76		
09/31/99		BALANCE DUE			547.06		
10/01/99		PREVIOUS BALANCE			547.06		
10/01/99	Cash	DIESEL FUEL	743099	CHG 119.0	100.29		
10/01/99	Cash		743099	PMT 1367	100.29CR		
10/04/99	Cash	DIESEL FUEL	743133	CHG 23.0	19.39		
10/04/99	Cash		743133	PMT 1369	19.39CR		
10/07/99	Cash	DIESEL FUEL	743245	CHG 237.0	195.95		
10/07/99	Cash		743245	PMT 1372	195.95CR		
10/07/99	Cash	E/HUMBLE H-46	142567	CHG 1.0	158.74		
10/07/99	Cash		142567	PMT 1374	158.74CR		
10/08/99	Cash	DIESEL FUEL	743273	CHG 175.0	142.84		
10/08/99	Cash		743273	PMT 1377	142.84CR		
10/13/99	Cash	DIESEL FUEL	776561	CHG 99.0	76.61		
10/13/99	Cash		776561	PMT 1380	76.61CR		
10/13/99	Cash	L/S DIESEL FUEL	26114	CHG 15.0	19.20		
10/13/99	Cash		26114	PMT 1380	19.20CR		
10/18/99	Cash	E/HUMBLE H-46	142577	CHG 1.0	158.74		
10/18/99	Cash		142577	PMT 1382	158.74CR		
10/18/99	Cash	DIESEL FUEL	776671	CHG 434.0	349.63		
10/18/99	Cash		776671	PMT 1382	349.63CR		

WILLIAM G. SATTERLEE AND SONS

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
10/20/99	Cash	DIESEL FUEL	714731	CHG 323.0	253.36		
10/20/99	Cash		714731	PMT 1385	253.36CR		
10/22/99	Cash	DIESEL FUEL	776797	CHG 385.0	301.99		
10/22/99	Cash		776797	PMT 1386	301.99CR		
10/26/99	Cash	DIESEL FUEL	776893	CHG 244.0	193.21		
10/26/99	Cash		776893	PMT 1387	193.21CR		
10/31/99		FINANCE CHARGE			8.33		
10/31/99		BALANCE DUE			555.39		
11/01/99		PREVIOUS BALANCE			555.39		
11/01/99	Cash	DIESEL FUEL	749367	CHG 359.0	284.26		
11/01/99	Cash		749367	PMT 1389	284.26CR		
11/01/99	Cash	L/S DIESEL FUEL	749363	CHG 57.0	74.96		
11/01/99	Cash		749363	PMT 1389	74.96CR		
11/04/99	Cash	BL-DIESEL FUEL	749516	CHG 40.0	31.46		
11/04/99	Cash	WINTER ADDITIVE	749516	CHG 40.0	.85		
11/04/99	Cash		749516	PMT 1390	32.31CR		
11/10/99	Cash	DIESEL FUEL	749630	CHG 204.0	163.16		
11/10/99	Cash		749630	PMT 1393	163.16CR		
11/15/99	Corrected Charge	E/HUMBLE H-46	151812	CHG 1.0	167.48	CHANGED PRICE	
11/15/99	Corrected Charge	S/SUN-15W40	151812	CHG 1.0	207.76		
11/15/99	Normal	DIESEL FUEL	749705	CHG 229.0	193.46		
11/15/99	Normal		749705	PMT 1398	144.65CR		
11/15/99	Normal		151812	PMT 1396	424.05CR		
11/23/99	Corrected Charge	BL-DIESEL FUEL	749075	CHG 213.0	195.87	MISSSED 6%	
11/23/99	Corrected Charge	WINTER ADDITIVE	749075	CHG 213.0	4.51	MISSSED 6%	
11/23/99	Normal		749075	PMT 1402	189.04CR		
11/23/99	Cash	BL-L/S DIESEL FUEL	24147	CHG 19.0	26.83		
11/23/99	Cash	WINTER ADDITIVE	24147	CHG 19.0	.38		
11/23/99	Cash		24147	PMT 1402	27.21CR		
11/31/99		BALANCE DUE			566.73		
12/01/99		PREVIOUS BALANCE			566.73		
12/31/99		FINANCE CHARGE			8.67		
12/31/99		BALANCE DUE			575.40		

WILLIAM G. SATTERLEE AND SONS

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/2000	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
01/01/00			PREVIOUS BALANCE		575.40		
01/31/00			FINANCE CHARGE		8.67		
01/31/00			BALANCE DUE		584.07		
02/01/00			PREVIOUS BALANCE		584.07		
02/31/00			FINANCE CHARGE		8.10		
02/31/00			BALANCE DUE		592.17		
03/01/00			PREVIOUS BALANCE		592.17		
03/31/00			FINANCE CHARGE		8.67		
03/31/00			BALANCE DUE		600.84		
04/01/00			PREVIOUS BALANCE		600.84		
04/31/00			FINANCE CHARGE		8.39		
04/31/00			BALANCE DUE		609.23		
05/01/00			PREVIOUS BALANCE		609.23		
05/31/00			FINANCE CHARGE		8.67		
05/31/00			BALANCE DUE		617.90		
06/01/00			PREVIOUS BALANCE		617.90		
06/31/00			FINANCE CHARGE		8.39		
06/31/00			BALANCE DUE		626.29		
07/01/00			PREVIOUS BALANCE		626.29		
07/31/00			FINANCE CHARGE		8.67		
07/31/00			BALANCE DUE		634.96		
08/01/00			PREVIOUS BALANCE		634.96		
08/31/00			FINANCE CHARGE		8.67		

WILLIAM G. SATTERLEE AND SONS

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2480

**** HISTORY STATEMENT ****

Date	Cust. No.
12/31/2000	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
08/31/00			BALANCE DUE		643.63		
09/01/00			PREVIOUS BALANCE		643.63		
09/31/00			FINANCE CHARGE		8.39		
09/31/00			BALANCE DUE		652.02		
10/01/00			PREVIOUS BALANCE		652.02		
10/31/00			FINANCE CHARGE		8.67		
10/31/00			BALANCE DUE		660.69		
11/01/00			PREVIOUS BALANCE		660.69		
11/31/00			FINANCE CHARGE		8.39		
11/31/00			BALANCE DUE		669.08		
12/01/00			PREVIOUS BALANCE		669.08		
12/31/00			FINANCE CHARGE		8.67		
12/31/00			BALANCE DUE		677.75		

WILLIAM G. SATTERLEE AND SONS

12475 Route 119 Hwy North
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust. No.
07/26/2001	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	UNIT DESC	AMOUNT	P.O. NUMBER	REMARKS
01/01/01			PREVIOUS BALANCE			677.75		
01/31/01			FINANCE CHARGE			8.67		
01/31/01			BALANCE DUE			686.42		
02/01/01			PREVIOUS BALANCE			686.42		
02/28/01			FINANCE CHARGE			8.10		
02/28/01			BALANCE DUE			694.52		
03/01/01			PREVIOUS BALANCE			694.52		
03/31/01			FINANCE CHARGE			8.67		
03/31/01			BALANCE DUE			703.19		
04/01/01			PREVIOUS BALANCE			703.19		
04/30/01			FINANCE CHARGE			8.39		
04/30/01			BALANCE DUE			711.58		
05/01/01			PREVIOUS BALANCE			711.58		
05/31/01			FINANCE CHARGE			8.67		
05/31/01			BALANCE DUE			720.25		
06/01/01			PREVIOUS BALANCE			720.25		
06/13/01	Filing Fee		DBA			64.50		
06/30/01			BALANCE DUE			784.75		

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

Sept 20, '81 Document
Reinstated/Renewed to Staff/Attorney
for service. *[Signature]*
Deputy Prothonotary

FILE 4CC
SAC 0131881 Atty
ADG
William A. Shroyer
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: PRAECIPE TO
MACSON CORPORATION and : REISSUE COMPLAINT
DAVID MACIOSO :
Defendants :
:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

SEP 2 0 2001

John A. Shaw
Prothonotary

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

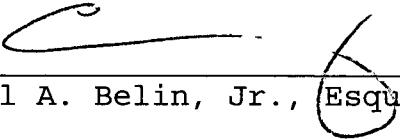
WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: MACSON CORPORATION and
: DAVID MACIOSO
Defendants :
:

PRAECIPE TO REISSUE COMPLAINT

TO THE PROTHONOTARY:

Kindly re-issue the complaint in the above-captioned
matter.

BELIN & KUBISTA


Carl A. Belin, Jr., Esquire

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

SEP 20 2001

Belu, f.d.

O 137

\$7.00

William A. Shaw

Deputy Prothonotary

Comp. Recd. to Office

9.20.01 Document
Reinstated/Reissued Sheriff/Attorney
for service.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION

WILLIAM G. SATTERLEE & SONS, INC.

PLAINTIFF

NO. 01-1306-CD

VS.

MACSON CORPORATION and
DAVID MACIOSO

DEFENDANTS

ANSWER,
NEW MATTER &
COUNTER CLAIM

FILED ON BEHALF
OF: DEFENDANTS

PRO SE by:

Domenic A. Macioce
Vice President of
Macson Corporation
1100 Rt. 51 South
Large, Pennsylvania
15025

412/384-7910

FILED

OCT 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WILLIAM G. SATTERLEE & SONS, INC.
PLAINTIFF

VS.

MACSON CORPORATION and
DAVID MACIOSO

DEFENDANTS

NO. 01-1306-CD

NOTICE

TO: WILLIAM G. SATTERLEE & SONS PLAINTIFF

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED NEW MATTER WITHIN (20) DAYS FROM SERVICE HEREOF OR A
JUDGEMENT MAY BE ENTERED AGAINST YOU.

BY: Domenic Maciosse Pro SE
FOR: Macson Corporation and David Macioso

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION

WILLIAM G. SATTERLEE & SONS, INC.
PLAINTIFF

VS.

NO. 01-1306-CD

MACSON CORPORATION and
DAVID MACIOSO
DEFENDANTS

ANSWER

AND NOW COMES the Defendants, Macson Corporation, a Pennsylvania Corporation, and David Macioso, hereinafter "Macioso" by and through its Vice President Domenic A. Macioce, who files the within ANSWER, NEW MATTER AND COUNTERCLAIM of which the following is a statement:

1. Paragraphs 1 through 3 are admitted with the exception that in paragraph 1 thereof, the Plaintiff's place of business is in Armstrong County Pennsylvania and not in Clearfield County, Pennsylvania wherein this Action was filed. By way of further answer, all transactions for the purchase and payments for fuel occurred within the jurisdictional boundaries of Armstrong County, Pennsylvania and not in Clearfield County, Pennsylvania.
2. Paragraph 4 is admitted in part and denied in part with the exception that "Macioso" has never agreed to be co-obligor for payment of said purchases and strict proof as to an Agreement is demanded from Plaintiff.
3. Paragraph 5 is neither admitted nor denied.
4. Paragraph 6 is denied. Plaintiff agreed to charge Defendant for its diesel fuel purchases at a discounted cost per gallon for a period beginning in May 21,1999 through December 31,1000 in exchange for Defendant paying Plaintiff Cash On Delivery, hereinafter "C.O.D." for each delivery made during this period.
5. Paragraph 7 is neither admitted nor denied. Defendant has no knowledge of Plaintiff's accounting methods or had any reason to be aware of Plaintiff's internal operation or

method of accounting since all fuel was paid daily, by check to Plaintiff's driver on a "C.O.D" basis by Macson's field supervisor.

6. Paragraph 8 is denied. Plaintiff has not provided to Defendants a summary of accounts. All payments were made daily and tendered in full for each delivery in accordance with Plaintiff fuel delivery tickets prepared and provided by Plaintiff's fuel truck driver.
7. Paragraph 9 is denied with the exception that on March 29,2001, a James L. Hall advised Defendant by letter that an amount was past due and that legal action would be taken. By way of further answer, Defendant phoned Mr. Hall, leaving a message on his voice mail and subsequently spoke to Mr. Dan Hauger, who identified himself as the Credit Manager for Plaintiff and was asked by Defendant to identify the invoices that were outstanding. Mr. Hauger indicated that he would do so, however Defendant did not receive those invoices. Furthermore it specifically denied that the individual Defendants are in any way liable in this matter. Accordingly, the Plaintiff's allegations are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, the Defendants demand that the Complaint be dismissed.

NEW MATTER

8. Paragraphs 1 through 7 hereof are incorporated herein and made part, as though set forth at length.
9. The Plaintiff has failed to state a cause of action against a proper party Defendant upon which relief can be granted. The subject Complaint should be dismissed against David Macioso as an individual.
10. The Plaintiff has improperly sued the Defendant's outside the County wherein the cause of action arose or where the transaction or occurrence action took place.
11. At all times relevant hereto, the individual Defendant, "Macioso" was properly acting as an officer and agent of Defendant's, within the scope of his respective authority.
12. After reasonable investigation the Defendant has become aware of Plaintiff's failure to honor its agreement in providing the discount offered for Defendant's prompt payment.
13. The Plaintiff failed to perform its agreement, thereafter deliberately overcharging its daily fuel tickets, causing financial damages and losses to Defendants and accordingly is not entitled to an award.

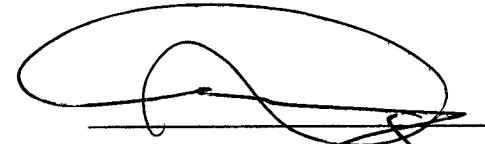
WHEREFORE, the Defendants demand that the Complaint be dismissed and the costs taxed against the Plaintiff.

COUNTERCLAIM

14. Paragraphs 1 through 13 hereof are incorporated herein and made part, as though more fully set forth at length.
15. On or about May 21, 1999, Defendant entered into an oral agreement with Plaintiff, whereby Plaintiff had offered a three cents (\$0.03) per gallon discount if all deliveries of fuel were paid in full or "C.O.D." for each delivery through December 31, 1999.
16. Defendant telecom during ensuing months requested verification of the discount, at which time the Plaintiff's agent repeatedly but falsely assured Defendants Vice President Domenic A. Macioce that the discount was given.
17. At all times relevant hereto, the Defendant relied upon the Agreement and representations of the Plaintiff that it had incorporated the discount at each delivery.
18. Plaintiff breached the agreement by failing to incorporate the discount while representing to the Defendant that it was doing so during each delivery.
19. As a direct result of Plaintiff's breach, the Defendant was caused to incur the unnecessary charge of three cents (\$0.03) per gallon for in excess of twenty-two thousand (22,000) gallons fuel delivered by Plaintiff beginning about May 21, 1999 through December 31, 1999, or the total sum of six hundred and sixty (\$660.00) dollars plus applicable sales tax.

WHEREFORE, the Defendants demand judgement against the Plaintiff in an amount not less than six hundred (\$660.00) dollars, together with interest and cost of suit sustained.

Respectfully submitted,



Domenic A. Macioce VP. Pro Se
For Macson Corporation

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

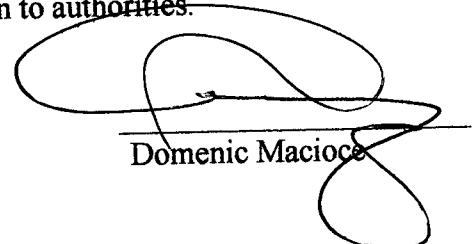
COUNTY OF CLEARFIELD

ss

I, Domenic Macioce, depose and say that I have reviewed the forgoing Answer, New Matter and Counterclaim, and that the information contained therein is 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 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 10/25/01



Domenic Macioce

CERTIFICATE OF SERVICE

I, Domenic Macioce, do hereby certify that a true and correct copy of the forgoing Answer, New Matter and Counterclaim was mailed by certified mail, postage prepaid, on this 21 day of October 2001, to the following persons addressed as follows:

Carl A. Belin, Jr., Esq.
Belin & Kubista
15 North Front St.
Clearfield, Pa 16830

Certified Mail #700 0520 0020 9537 8383

William G. Satterlee & Sons
1245 Route 119 Hwy North
Rochester Mills, Pa. 15771

Certified Mail #700 0520 0020 9537 8406

Court Administrator
Clearfield County Courthouse
1 North Second St.
Clearfield, 16830

Certified Mail #700 0520 0020 9537 8390

By: Domenic Macioce

1100 12th St. S.E.
George Washington

CERTIFIED MAIL



7000 0520 0020 9537 8390



U.S. POSTAGE
PAID
WEST ELIZABETH, PA

OCT 21 1988

OCT 21 1988

AMOUNT
\$4.17

U.S. POSTAGE
PAID
WEST ELIZABETH, PA

OCT 21 1988

OCT 21 1988

AMOUNT
\$4.17

0000 16830

00053998-02

Conrad Johnson
Washington County Courthouse
1100 Second Street
Pittsburgh PA 16830

RETURN RECEIPT
REQUESTED

16830/2435

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: REPLY TO NEW MATTER
MACSON CORPORATION and :
DAVID MACIOSO : AND ANSWER TO
Defendants : COUNTERCLAIM

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

NOV 13 2001

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: MACSON CORPORATION and :
DAVID MACIOSO :
Defendants :
:

REPLY TO NEW MATTER AND ANSWER
TO COUNTERCLAIM

AND NOW comes Plaintiff, William G. Satterlee & Sons, Inc. by and through its attorneys, Belin & Kubista, and files the following reply to new matter and answer to counterclaim, and in support thereof avers as follows:

8. Paragraph 8 of the new matter is answered hereto by incorporating Paragraphs 1 through 7 of the complaint and making them a part hereof.

9. Paragraph 9 is denied and in further answer thereto Paragraphs 1 through 7 of the complaint are hereby incorporated by reference and made a part hereof.

10. Paragraph 10 is denied in that it sets forth a conclusion of law to which no answer is required.

11. Paragraph 11 is denied and it is averred that David Macioso is the sole shareholder and officer of Macson and under said circumstances Macioso is liable as an individual. In further answer thereto, Paragraph 4 of the complaint is incorporated herein by reference and made a part hereof.

12. Paragraph 12 is denied and it is averred no agreement for a discount was ever made between Plaintiff and Defendants.

13. Paragraph 13 is denied and it is averred that Plaintiff has charged Defendants its usual and regular charges and the remainder of Paragraph 13 is denied.

WHEREFORE, Satterlee demands judgment against Macson Corporation and David Macioso for \$720.25, together with interest at the rate of eighteen (18%) percent from May 31, 2001.

ANSWER TO COUNTERCLAIM

14. Paragraphs 1 through 7 of the complaint and 8 through 13 of the reply to new matter are hereby incorporated by reference and made a part hereof.

15. Paragraph 15 is denied and it is averred that Plaintiff made no such oral agreement with Defendants and in further answer thereto Paragraph 6 of the complaint is hereby incorporated by reference and made a part hereof.

16. Paragraph 16 is denied and it is averred at no time did Defendants ever request verification of the discount but it is averred Plaintiff charged Defendants the usual and customary charges for petroleum and diesel products. In further answer thereto, Paragraph 6 of the complaint is hereby incorporated by reference and made a part hereof.

17. Paragraph 17 is neither affirmed nor denied as Plaintiff does not have the means or knowledge of any state of mind of Defendants and strict proof thereof is demanded at trial. In further answer thereto, Paragraphs 15 and 16 of this answer to counterclaim are hereby incorporated by reference and made a part hereof.

18. Paragraph 18 is denied and in further answer thereto Paragraph 6 of the complaint and Paragraphs 15 through 17 of this answer to counterclaim are hereby incorporated by reference and made a part hereof.

19. Paragraph 19 is denied and in further answer thereto Paragraph 6 of the complaint and Paragraphs 15 through 18 of the answer to counterclaim are hereby incorporated by reference and made a part hereof.

WHEREFORE, Satterlee demands judgment against Macson Corporation and David Macioso for \$720.25, together with

interest at the rate of eighteen (18%) percent from May 31, 2001.

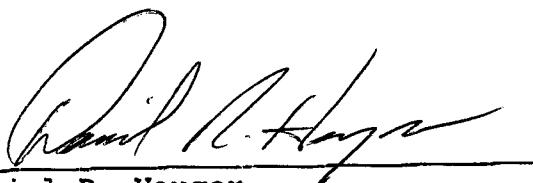
BELIN & KUBISTA

By

Carl A. Belin, Jr., Esquire

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared DANIEL R. HAUGER, who deposes and says he is the Credit Manager of WILLIAM G. SATTERLEE & SONS, INC., and as such Credit Manager being authorized to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Reply To New Matter and Answer to Counterclaim are true and correct to the best of his knowledge, information and belief.



Daniel R. Hauger

Sworn and subscribed before me this 13th day of
November, 2001.



Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD COUNTY
MY COMMISSION EXPIRES AUGUST 16, 2005

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

WILLIAM G. SATTERLEE & SONS, INC., :
Plaintiff :
: No. 01 - 1306 - CD
vs. :
: MACSON CORPORATION and :
DAVID MACIOSO :
Defendants :
:

CERTIFICATE OF SERVICE

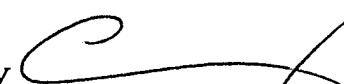
This is to certify that the undersigned has sent a true and correct copy of Plaintiff's Reply to New Matter and Answer to Counterclaim in the above-captioned matter to the following party by postage prepaid United States first class mail on the

13th day of November, 2001:

Macson Corporation
1100 Rt. 51 South
Large, PA 15025

Mr. David Macioso
1100 Rt. 51 South
Large, PA 15025

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiffs

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 13 2001

010314cc atty. Berlin
William A. Shaw
Prothonotary

Recd

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

01-1306-CD

DATE PRESENTED

12/10/01

CASE NUMBER	TYPE	TRIAL REQUESTED	ESTIMATED TRIAL TIME
-------------	------	-----------------	----------------------

Date Complaint Filed:	() Jury (X) Arbitration	() Non-Jury	1 Days (2.5 hours)
August 23, 2001			

PLAINTIFF(S)

William G. Satterlee & Sons, Inc.

()

DEFENDANT(S)

Macson Corporation

and

Check Block if
a Minor is a
Party to the
Case

ADDITIONAL DEFENDANT(S)

David Macioso

()

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Jonathan W. Jewell

Belin & Kubista

15 North Front Street, Clearfield, PA 16830

12/10/01

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

more than

\$ 800.00

() yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

DEC 11 2001

Jonathan W. Jewell

William A. Shaw

(814) Prothonotary

Jonathan W. Jewell / Belin & Kubista
FOR THE PLAINTIFF

TELEPHONE NUMBER

Domenic A. Macioce (Pro Se for Macson Corp.)
FOR THE DEFENDANT

(412) 384-7910

TELEPHONE NUMBER

Domenic A. Macioce (Pro Se for Macson Corp.)
FOR ADDITIONAL DEFENDANT

(412) 384-7910

TELEPHONE NUMBER

FILED

DEC 11 2001

011040100100
William A. Shaw pd * 20.00
Prothonotary

or inc c
copy to CA

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

WILLIAM G. SATTERLEE & SONS, :
INC. :
Plaintiff :
vs. : No. 01-1306-CD
MACSON CORPORATION and DAVID :
MACIOSO, :
Defendant :
:

CERTIFICATE OF SERVICE

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

JONATHAN W. JEWELL, ESQUIRE

P.A. ID# : 87518

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

(814) 765-8972

FILED

DEC 11 2001

William A. Shaw
Prothonotary

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

WILLIAM G. SATTERLEE & SONS, :
INC. :
Plaintiff :
vs. : No. 01-1306-CD
MACSON CORPORATION and DAVID :
MACIOSO, :
Defendant :
:

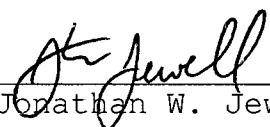
CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Certificate of Readiness in the above captioned matter to the following party by postage prepaid United States first class mail on the 11th day of December, 2001:

Macson Corporation
1100 Rt. 51 South
Large, PA 15025

Mr. David Macioso
1100 Rt. 51 South
Large, PA 15025

BELIN & KUBISTA



Jonathan W. Jewell, Esquire
Attorney for Plaintiff

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830



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-~~6009~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

March 11, 2001

Jonathan W. Jewell, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Domenic A. Macioco, Vice President
Macson Corporation
1100 Rt. 51 South
Large, PA 15025

FILED

MAR 21 2002

RE: WILLIAM G. SATTERLEE & SONS, INC.
vs.
MACSON CORPORATION and DAVID MACIOSO
No. 01-1306-CD

William A. Shaw
Prothonotary

Dear Mr. Jewell and Mr. Macioco:

The above case is scheduled for Arbitration Hearing to be held Tuesday, May 7, 2002. The following have been appointed to the Board of Arbitrators:

Richard A. Bell, Esquire
Earle D. Lees, Jr., Esquire
Mark A. Falvo, Esquire
Jeffrey S. DuBois, Esquire
Cynthia B. Stewart, 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.

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. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~6629~~ 7449

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

March 21, 2001

Jonathan W. Jewell, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Domenic A. Macioco, Vice President
Macson Corporation
1100 Rt. 51 South
Large, PA 15025

RE: WILLIAM G. SATTERLEE & SONS, INC.
vs.
MACSON CORPORATION and DAVID MACIOSO
No. 01-1306-CD

Dear Mr. Jewell and Mr. Macioco:

The above case is scheduled for Arbitration Hearing to be held Tuesday, May 7, 2002 at 1:00 P.M. The following have been appointed as Arbitrators:

Richard A. Bell, Esquire, Chairman
Earle D. Lees, Jr., Esquire
Mark A. Falvo, 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,
Handwritten signature of Marcy Kelley
Marcy Kelley
Deputy Court Administrator

cc: Richard A. Bell, Esquire
Earle D. Lees, Jr., Esquire
Mark A. Falvo, Esquire

FILED

06209 64
MAR 21 2002
cc

cc
William A. Shaw
Prothonotary



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-~~6229~~ 7449

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

March 21, 2001

FILED

Jonathan W. Jewell, Esquire
Belin & Kubista
Post Office Box 1
Clearfield, PA 16830

Domenic A. Macioco, Vice President
Macson Corporation
1100 Rt. 51 South
Large, PA 15025

APR 15 2002

11041 no cc
William A. Shaw
Prothonotary

RE: WILLIAM G. SATTERLEE & SONS, INC.

vs.

MACSON CORPORATION and DAVID MACIOSO
No. 01-1306-CD

Dear Mr. Jewell and Mr. Macioco:

The above case is scheduled for Arbitration Hearing to be held Tuesday, May 7, 2002 at 1:00 P.M. The following have been appointed as Arbitrators:

Richard A. Bell, Esquire, Chairman
Earle D. Lees, Jr., Esquire
Mark A. Falvo, 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: Richard A. Bell, Esquire
Earle D. Lees, Jr., Esquire
Mark A. Falvo, Esquire

ARBITRATION CASES – MAY 7, 2002

8:30 JOSEPH N. MANNERS Christopher E. Mohney, Esquire
vs.
GARY BAILEY Chris A. Pentz, Esquire
No. 01-184-CD

Arbitrators: Richard A. Bell, Esquire, Chairman
Earle D. Lees, Jr., Esquire
Mark A. Falvo, Esquire

1:00 WILLIAM G. SATTERLEE Jonathan W. Jewell, Esquire
& SONS, INC.
vs.
MACSON CORPORATION and Domenic A. Macioco, Pro Se
DAVID MACIOSO
No. 01-1306 CD

Arbitrators: Richard A. Bell, Esquire, Chairman
Earle D. Lees, Jr., Esquire
Mark A. Falvo, Esquire

**FORM OF PRE-TRIAL (ARBITRATION)
MEMORANDUM FOR CLEARFIELD COUNTY**

The Board of Arbitrators will expect the following in the nature of a Pre-Trial Memorandum* seven (7) days prior to the date of the Arbitration Hearing.

- a. A brief statement of the case (or defense);
- b. Citation to applicable case or statutes;
- c. List of witnesses; and
- d. Statement of damages and copies of those bills which the party intends to offer.

Any offending party(ies) that fail to provide a Pre-Trial Memorandum shall be subject to the penalties and remedies thereto outlined in Local Rule 1306A(b) of the Clearfield County Local Rules of Court.

*** PLEASE NOTE: The original Pre-Trial Memorandum should be sent directly to the COURT ADMINISTRATOR'S OFFICE, with copies forwarded to opposing counsel and each member of the Arbitration Board.**

LOCAL RULE 1306A PRE-TRIAL STATEMENT

- (a) Seven (7) days prior to the day the arbitration is scheduled each party will submit a pre-trial statement which will consist of the following:
 - a. a brief statement of the case (or defense);
 - b. citation to applicable case or statutes;
 - c. list of witnesses; and
 - d. statement of damages and copies of those bills which the party intends to offer.
- (b) In the event no pre-trial statement is filed for a party seven (7) days prior to the day of arbitration, that party shall not have the right to call any witnesses or to present any exhibit, photograph, plot or plan not listed or appended in the complaint unless application is made to the Court setting forth the reasons a pre-trial statement was not filed and, after argument, the Court, in the exercise of its discretion, permits the late filing of a pre-trial statement.

*** PLEASE NOTE: The original Pre-Trial Memorandum should be sent directly to the COURT ADMINISTRATOR'S OFFICE, with copies forwarded to opposing counsel and each member of the Arbitration Board.**

ADDRESSES OF ARBITRATORS: Tuesday, May 7, 2002

Richard A. Bell, Esquire
Bell, Silberblatt & Wood
Post Office Box 670
Clearfield, PA 16830

Earle D. Lees, Jr., Esquire
Attorney at Law
109 North Brady Street, 2nd Floor
DuBois, PA 15801

Mark A. Falvo, Esquire
Akman & Associates
38 West Scribner Avenue
DuBois, PA 15801

OFFICE OF COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PA 16830

CERTIFIED MAIL



OTHER

Domenic A. Macioco, Vice President
Macson Corporation
1100 Rt. 51 South
Large, PA 15025

435

NAME John B. Jones
1st Notice 3-22-02
2nd Notice 3-22-02
SERT 4-9-02

卷之三

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

WILLIAM G. SATTERLEE &	:	
SONS, INC,	:	
Plaintiff	:	
vs.	:	No. 01-1306-CD
MACSON CORPORATION and	:	
DAVID MACIOCE,	:	
Defendant	:	

CERTIFICATE OF SERVICE

Filed on behalf of
Plaintiff

Counsel of Record for
This Party:

JONATHAN W. JEWELL, ESQUIRE

P.A. ID# : 87518

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

MAY 6 2002
012158/noc
William A. Shaw
Prothonotary

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

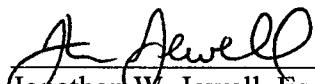
WILLIAM G. SATTERLEE & :
SONS, INC, :
Plaintiff :
vs. : No. 01-1306-CD
MACSON CORPORATION and :
DAVID MACIOCE, :
Defendant :
.

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of the Pre-Trial (Arbitration) Memorandum in the above captioned matter to the following party first class mail, postage prepaid, on the 1st day of May 2002:

Macson Corporation
David Macioce
1100 Route 51 South
Large, PA 15025

BELIN & KUBISTA



Jonathan W. Jewell, Esquire
Attorney for Plaintiff

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

WILLIAM G. SATTERLEE &
SONS, INC,

Plaintiff

vs.

No. 01-1306-CD

MACSON CORPORATION and
DAVID MACIOCE,

Defendant

PRAECIPE TO DISCONTINUE

Filed on behalf of

Plaintiff

Counsel of Record for
this Party:

Jonathan W. Jewell
Attorney-At-Law

Pa. I.D. 87518

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
MAY 06 2002

William A. Shaw
Prothonotary

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

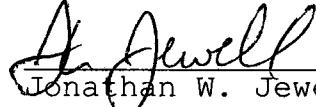
WILLIAM G. SATTERLEE & :
SONS, INC, :
Plaintiff :
vs. : No. 01-1306-CD
MACSON CORPORATION and :
DAVID MACIOCE, :
Defendant :
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONTARY:

Please mark the above captioned action discontinued.

BELIN & KUBISTA



Jonathan W. Jewell

Date: 05-03-02

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FILED

013:01-
06 2002
Atty Towell

copy to CJA

Williams, et al.
Prothonotary
et al.

COPY

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

CIVIL DIVISION

**William G. Satterlee & Sons, Inc.
William Satterlee**

**Vs.
David Macioso
Macson Corp.**

No. 2001-01306-CD

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 May 6, 2002 marked:

Discontinued

Record costs in the sum of \$107.00 have been paid in full by Jonathan W. Jewell.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of May A.D. 2002.

William A. Shaw, Prothonotary

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

WILLIAM G. SATTERLEE & :
SONS, INC. :
Plaintiff :
vs. : No. 01-1306-CD
MACSON CORPORATION and :
DAVID MACIOCE, :
Defendant :
:

**PRE-TRIAL (ARBITRATION)
MEMORANDUM**

Filed on behalf of Plaintiff

Counsel of Record for this party:

Jonathan W. Jewell
Attorney-At-Law

Pa. I.D. 87518

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

RECEIVED
MAY 01 2002
COURT ADMINISTRATOR'S
OFFICE

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

WILLIAM G. SATTERLEE &	:	
SONS, INC,	:	
Plaintiff	:	
vs.	:	No. 01-1306-CD
MACSON CORPORATION and	:	
DAVID MACIOCE,	:	
Defendant	:	

PRE-TRIAL (ARBITRATION) MEMORANDUM

NOW COMES the Plaintiff, William G. Satterlee & Sons, Inc., by and through its attorneys, Belin & Kubista, and files the following Pre-Trial (Arbitration) Memorandum.

STATEMENT OF THE CASE

This is an action filed by William G. Satterlee & Sons, Inc. (hereinafter "Satterlee") against Macson Corporation and David Macioce (hereinafter "Macson"). The dispute herein is essentially a breach of contract action, whereby Satterlee agreed to sell to Macson Corporation diesel fuel and other related products since 1999 and in return, Macson agreed to pay Satterlee for any and all diesel fuel and other related products that Satterlee delivered to Macson. As a result of said contract, Satterlee sold diesel fuel and related products to Macson on the basis that David Macioce would be a co-obligor/guarantor for all purchases from Satterlee and that Macioce would be liable for all said purchases. Satterlee agreed to charge Macson its usual and customary charges for the diesel fuel and related products and Macson agreed to pay Satterlee's usual and customary charges for the products. Over time, Macson purchased on several occasions diesel fuel and related products from Satterlee.

Satterlee maintained books of account, keeping an accurate and running account of all debits and credits for the sale of diesel fuel and related products to Macson. On several occasions, Satterlee submitted to Macson a written account on a monthly basis requesting payment for any outstanding balance on Macson's account. Macson refused and continues to refuse to pay for the diesel fuel and related products that it received from Satterlee. Satterlee has continued to make demands for the payment of the outstanding balance due to Satterlee from Macson.

Satterlee filed the present Complaint on August 23, 2001, and demanded judgment against Macson and Macioce for \$720.25, which represents the total balance due on Macson's account to Satterlee. In addition to the \$720.25, Satterlee demanded interest at the rate of 18 percent from the date of May 31, 2001.

BREACH OF CONTRACT

It is such a fundamental principle of contract law that no citation is necessary for the proposition that for a contract to be legally binding and enforceable, there must be an offer, acceptance, and consideration or mutual meeting of the mind. Here, Satterlee offered to sale diesel fuel and related products to Macson and Macson accepted Satterlee's offer. Satterlee offered to charge Macson its usual and customary charges for diesel fuel and related products. And Macson accepted on these terms. As a result of this contract Satterlee delivered to Macson diesel fuel and other related products on numerous occasions and in return Macson accepted delivery of said diesel fuel and related products and used these products to further its business. Macson refused to pay its balance due to Satterlee, and therefore breached its contract with Satterlee. As a result of Macson's breach, Satterlee has suffered damages in the amount of \$720.25, which represents the total outstanding balance due Satterlee from Macson prior to the filing of the Complaint in this matter.

UNJUST ENRICHMENT

Should the existence of a legally binding contract between Satterlee and Macson be called into dispute or be denied by Macson, Satterlee is entitled to a judgment in its favor on a theory of unjust enrichment. Unjust enrichment is essentially an equitable doctrine, and where unjust enrichment is found, the law implies a contract, which requires the Defendant to pay to the Plaintiff the value of the benefit conferred. Mitchell v. Moore, 729 A.2d, 1200, 1203 (Pa. Super 1999). The elements necessary to prove and prevail on a claim of unjust enrichment are as follows:

- (1) Benefits conferred on Defendant by Plaintiff;
- (2) Appreciation of such benefits by Defendant; and
- (3) Acceptance and retention of such benefits under such circumstances that it will

be inequitable for Defendant to retain the benefit without payment of value. Id.

Whether or not the doctrine of unjust enrichment applies depends on the factual circumstances of each individual case. Id. at 1204. In determining whether or not the doctrine of unjust enrichment applies, courts are to focus not on the intention of the parties, but rather on whether the Defendant has been unjustly enriched. Id. Specifically, the Plaintiff must show that the Defendant either wrongfully secured or passively received a benefit that it would be unconscionable for the Defendant to retain. Id.

Here, Satterlee delivered to Macson diesel fuel and other related products. Satterlee alleges such in its Complaint at Paragraph 3. In their Answer, the Defendants herein admit that Macson purchased from Satterlee diesel fuel and related products. Thus, Satterlee conferred a benefit on Macson; namely, diesel fuel and other related products. Macson, of course appreciated said benefit by accepting delivery and using it to further its business.

Finally, Satterlee has not received payment for said diesel fuel and related products that it delivered to Macson. Clearly, Macson has been unjustly enriched and under the circumstances, it is unconscionable for Macson to be able to accept and retain the diesel fuel and related products and not pay Satterlee for the same.

DAVID MACIOCE – PERSONAL LIABILITY AS A CO-OBLIGOR/GUARANTOR

David Macioce is personally liable for the amount of damages Satterlee has suffered for the following reasons.

In Pennsylvania, it is well established that for one to be a co-obligor or a guarantor of a debt, the guaranty must be in writing and signed by the party to be charged with the debt. However, there are certain exceptions to this rule. The Statute of Frauds has been held not to apply if the main object of the promisor is to serve his own pecuniary or business purpose. Webb Mfg. Co. v. Sinoff, 674 A2d. 723, 725 (Pa. Super 1996). This exception, which is known as the “leading object” or “main purpose” rule, applies whenever a promisor in order to advance some pecuniary or business purpose of his own, purports to enter into an oral agreement even though that agreement may be in the form of a provision to pay the debt of another. Id. Furthermore, if a contract is not within the Statue of Frauds, it is immaterial whether the contract is evidenced by a writing or not. Schenker v. Indemnity Ins. Co. of North America, 16 A.2d 304 (Pa. 1940).

Here, David Macioce is the President of Macson Corporation. David Macioce agreed to be individually liable for all purchases from Satterlee. In reliance thereon, Satterlee agreed to deliver to Macson diesel fuel and other related products. Despite repeated demands for payment to satisfy Macson’s outstanding balance, Macson refused to submit payment to Satterlee. Under these circumstances, the “leading object” or “main purpose” rule (set forth

above) should apply such that Mr. Macioce's oral agreement, whereby he promised to be liable to Satterlee for any and all products delivered to Macson, is enforceable.

PLAINTIFF'S LIST OF WITNESSES

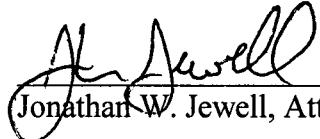
Daniel R. Hauger, Credit Manager and Custodian of Records for William G. Satterlee & Sons, Inc. at 12475 Route 119, Highway North, Rochester Mills, Pennsylvania 15771.

DAMAGES

Satterlee has suffered damages in the amount of \$720.25 plus interest at the rate of 18 per cent for a total of \$849.90. A copy of Macson's account with Satterlee is attached hereto and sets forth the outstanding balance due to Satterlee. In addition, Satterlee will present invoices to further support its claim.

Respectfully submitted,

Belin & Kubista



Jonathan W. Jewell, Attorney for Plaintiff

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust. No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
05/01/99			PREVIOUS BALANCE		.00		
05/13/99	Cash	DIESEL FUEL	734738 CHG	1978.0	1174.14		
05/13/99	Cash		734738 PMT	1273	1174.14CR		
05/19/99	Cash	DIESEL FUEL	734778 CHG	252.0	146.51		
05/19/99	Cash		734778 PMT	1278	146.51CR		
05/21/99	Cash	DIESEL FUEL	734792 CHG	344.0	191.26		
05/21/99	Cash		734792 PMT	1280	191.26CR		
05/26/99	Cash	DIESEL FUEL	748270 CHG	422.0	234.62		
05/26/99	Cash		748270 PMT	1283	234.62CR		
05/28/99	Corrected Charge	D/PYROPLEX BLUE EP2	122627 CHG	4.0	69.96	MISSSED 6% TAX	
05/28/99	Cash	DIESEL FUEL	748282 CHG	216.0	120.09		
05/28/99	Cash		748282 PMT	1284	120.09CR		
05/28/99	Normal		122627 PMT	1285	66.00CR		
05/31/99			BALANCE DUE		35.96		
06/01/99			PREVIOUS BALANCE		3.96		
06/02/99	Cash	DIESEL FUEL	748296 CHG	309.0	183.75		
06/02/99	Cash		748296 PMT	1288	183.75CR		
06/07/99	Cash	DIESEL FUEL	698630 CHG	500.0	294.68		
06/07/99	Cash		698630 PMT	1291	294.68CR		
06/09/99	Cash	DIESEL FUEL	698646 CHG	373.0	233.67		
06/09/99	Cash		698646 PMT	1294	233.67CR		
06/11/99	Cash	DIESEL FUEL	734309 CHG	532.0	333.28		
06/11/99	Cash		734309 PMT	1296	333.28CR		
06/15/99	Cash	DIESEL FUEL	734329 CHG	379.0	247.47		
06/15/99	Cash		734329 PMT	1297	247.47CR		
06/17/99	Cash	DIESEL FUEL	725478 CHG	721.0	481.48		
06/17/99	Cash		725478 PMT	1299	481.48CR		
06/21/99	Normal	DIESEL FUEL	734349 CHG	488.0	325.89		
06/23/99	Normal	DIESEL FUEL	748798 CHG	350.0	226.31		
06/25/99	Normal	DIESEL FUEL	699259 CHG	514.0	332.35		
06/28/99	Normal		PMT		556.16CR		
06/29/99	Normal	DIESEL FUEL	728284 CHG	523.0	343.72		
06/29/99	Normal		PMT		332.35CR		
06/31/99			BALANCE DUE		343.72		

Exhibit "A"

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust. No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
07/01/99			PREVIOUS BALANCE		343.72		
07/01/99 Normal		DIESEL FUEL	728362	CHG 234.0	153.78		
07/02/99 Normal				PMT	373.72CR		
07/06/99 Normal		DIESEL FUEL	699278	CHG 191.0	126.13		<i>30 + much</i>
07/07/99 Normal		L/S DIESEL FUEL	728527	CHG 36.0	42.48		
07/07/99 Normal		DIESEL FUEL	728526	CHG 168.0	110.94		
07/09/99 Normal		DIESEL FUEL	727936	CHG 238.0	166.50		
07/12/99 Normal		DIESEL FUEL	728054	CHG 172.0	120.33		
07/14/99 Normal				CREDIT CRD PMT	126.13CR		
07/14/99 Normal				CREDIT CRD PMT	153.78CR		
07/14/99 Normal		DIESEL FUEL	728146	CHG 326.0	228.07		
07/16/99 Normal							
07/22/99 Normal		DIESEL FUEL	726431	CHG 512.0	352.77		
07/22/99 Normal			726431	PMT 1309	991.09CR		
07/26/99 Normal		L/S DIESEL FUEL	27120	CHG 32.0	38.41		
07/26/99 Cash		DIESEL FUEL	726554	CHG 448.0	313.42		
07/26/99 Cash			726554	PMT 1311	313.42CR		
07/26/99 Cash		L/S DIESEL FUEL	27118	CHG 44.0	52.36		
07/26/99 Cash			27118	PMT 1311	52.36CR		
07/28/99 Cash		DIESEL FUEL	726635	CHG 437.0	305.73		
07/28/99 Cash			726635	PMT 1314	305.73CR		
07/30/99 Cash		DIESEL FUEL	733054	CHG 408.0	285.44		
07/30/99 Cash			733054	PMT 1318	285.44CR		
07/31/99				BALANCE DUE	581.00		
08/01/99			PREVIOUS BALANCE		581.00		
08/03/99 Cash		DIESEL FUEL	733142	CHG 314.0	226.33		
08/03/99 Cash			733142	PMT 1319	226.33CR		
08/05/99 Cash		DIESEL FUEL	733235	CHG 342.0	246.51		
08/05/99 Cash			733235	PMT 1321	246.51CR		
08/09/99 Cash		DIESEL FUEL	725576	CHG 288.0	210.64		
08/09/99 Cash			725576	PMT 1322	210.64CR		
08/11/99 Cash		DIESEL FUEL	725676	CHG 298.0	217.96		
08/11/99 Cash			725676	PMT 1324	217.96CR		
08/13/99 Cash		DIESEL FUEL	747786	CHG 376.0	275.01		

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA

15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
08/13/99	Cash		747786	PMT	1327	275.01CR	
08/17/99	Cash	DIESEL FUEL	725734	CHG	315.0	221.04	
08/17/99	Cash		725734	PMT	1329	221.04CR	
08/19/99	Cash	DIESEL FUEL	725783	CHG	176.0	123.50	
08/19/99	Cash		725783	PMT	1331	123.50CR	
08/23/99	Corrected Charge	DIESEL FUEL	725842	CHG	236.0	170.61	OVERCHG'D 6%
08/23/99	Normal		725842	PMT	1334	175.11CR	
08/25/99	Cash	DIESEL FUEL	753396	CHG	240.0	178.08	
08/25/99	Cash		753396	PMT	1336	178.08CR	
08/30/99	Cash	DIESEL FUEL	753454	CHG	460.0	332.54	
08/30/99	Cash		753454	PMT	1340	332.54CR	
08/31/99		FINANCE CHARGE			6.21		
08/31/99		BALANCE DUE			582.71		
09/01/99			PREVIOUS BALANCE		582.71		
09/01/99	Cash	DIESEL FUEL	753525	CHG	602.0	432.00	
09/01/99	Cash		753525	PMT	1341	432.00CR	
09/03/99	Cash	DIESEL FUEL	753570	CHG	484.0	353.74	
09/03/99	Cash		753570	PMT	1342	353.74CR	
09/08/99	Cash	DIESEL FUEL	75361	CHG	477.0	348.62	
09/08/99	Cash		75361	PMT	1344	348.62CR	
09/10/99	Cash	DIESEL FUEL	753721	CHG	583.0	448.04	
09/10/99	Cash		753721	PMT	1346	448.04CR	
09/10/99	Normal		27120	PMT		38.41CR	
09/13/99	Cash	DIESEL FUEL	745757	CHG	509.0	393.60	
09/13/99	Cash		745757	PMT	1350	393.60CR	
09/15/99	Cash	DIESEL FUEL	745824	CHG	340.0	279.31	
09/15/99	Cash		745824	PMT	1351	279.31CR	
09/16/99	Cash	DIESEL FUEL	745855	CHG	339.0	278.49	
09/16/99	Cash		745855	PMT	1352	278.49CR	
09/16/99	Cash	L/S DIESEL FUEL	25190	CHG	16.0	21.12	
09/16/99	Cash		25190	PMT	1352	21.12CR	
09/20/99	Cash	DIESEL FUEL	745947	CHG	390.0	320.39	
09/20/99	Cash		745947	PMT	1353	320.39CR	
09/22/99	Cash	L/S DIESEL FUEL	746035	CHG	46.0	60.26	
09/22/99	Cash		746035	PMT	1354	60.26CR	

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

*** HISTORY STATEMENT ***

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
09/22/99	Cash	DIESEL FUEL	746026	CHG 103.0	83.53		
09/22/99	Cash		746026	PMT 1354	83.53CR		
09/24/99	Cash	DIESEL FUEL	746124	CHG 159.0	128.94		
09/24/99	Cash		746124	PMT 1356	128.94CR		
09/27/99	Corrected Charge	S/SUN-15W40	143342	CHG 1.0	199.02	MISSED 6% TAX	
09/27/99	Corrected Charge	E/HUMBLE H-46	143342	CHG 1.0	158.73	MISSED 6% TAX	
09/27/99	Cash	DIESEL FUEL	742964	CHG 437.0	363.63		
09/27/99	Cash		742964	PMT 1361	363.63CR		
09/27/99	Normal		143342	PMT 1362	337.50CR		BAL DUE 6% TAX
09/29/99	Cash	DIESEL FUEL	743032	CHG 441.0	371.64		
09/29/99	Cash		743032	PMT 1366	371.64CR		
09/29/99	Cash	L/S DIESEL FUEL	26101	CHG 24.0	32.16		
09/29/99	Cash		26101	PMT 1366	32.16CR		
09/29/99	Normal		143342	PMT 1366	20.25CR		
09/31/99		FINANCE CHARGE			2.76		
09/31/99		BALANCE DUE			547.06		
10/01/99							
10/01/99	Cash	DIESEL FUEL	743099	PREVIOUS BALANCE CHG 119.0	547.06		
10/01/99	Cash		743099	PMT 1367	100.29		
10/04/99	Cash	DIESEL FUEL	743133	CHG 23.0	100.29CR		
10/04/99	Cash		743133	PMT 1369	19.39		
10/07/99	Cash	DIESEL FUEL	743245	CHG 237.0	19.39CR		
10/07/99	Cash		743245	PMT 1372	195.95		
10/07/99	Cash	E/HUMBLE H-46	142567	CHG 1.0	195.95CR		
10/07/99	Cash		142567	PMT 1374	158.74		
10/08/99	Cash	DIESEL FUEL	743273	CHG 175.0	158.74CR		
10/08/99	Cash		743273	PMT 1377	142.84		
10/13/99	Cash	DIESEL FUEL	776561	CHG 99.0	142.84CR		
10/13/99	Cash		776561	PMT 1380	76.61		
10/13/99	Cash	L/S DIESEL FUEL	26114	CHG 15.0	76.61CR		
10/13/99	Cash		26114	PMT 1380	19.20		
10/18/99	Cash	E/HUMBLE H-46	142577	CHG 1.0	19.20CR		
10/18/99	Cash		142577	PMT 1382	158.74		
10/18/99	Cash	DIESEL FUEL	776671	CHG 434.0	158.74CR		
10/18/99	Cash		776671	PMT 1382	349.63		

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2480

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/1999	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
10/20/99	Cash	DIESEL FUEL	714731	CHG 323.0	253.36		
10/20/99	Cash		714731	PMT 1385	253.36CR		
10/22/99	Cash	DIESEL FUEL	776797	CHG 385.0	301.99		
10/22/99	Cash		776797	PMT 1386	301.99CR		
10/26/99	Cash	DIESEL FUEL	776893	CHG 244.0	193.21		
10/26/99	Cash		776893	PMT 1387	193.21CR		
10/31/99		FINANCE CHARGE			8.33		
10/31/99		BALANCE DUE			555.39		
11/01/99			PREVIOUS BALANCE		555.39		
11/01/99	Cash	DIESEL FUEL	749367	CHG 359.0	284.26		
11/01/99	Cash		749367	PMT 1389	284.26CR		
11/01/99	Cash	L/S DIESEL FUEL	749363	CHG 57.0	74.96		
11/01/99	Cash		749363	PMT 1389	74.96CR		
11/04/99	Cash	BL-DIESEL FUEL	749516	CHG 40.0	31.46		
11/04/99	Cash	WINTER ADDITIVE	749516	CHG 40.0	.85		
11/04/99	Cash		749516	PMT 1390	32.31CR		
11/10/99	Cash	DIESEL FUEL	749630	CHG 204.0	163.16		
11/10/99	Cash		749630	PMT 1393	163.16CR		
11/15/99	Corrected Charge	E/HUMBLE H-46	151812	CHG 1.0	167.48	CHANGED PRICE	
11/15/99	Corrected Charge	S/SUN-15W40	151812	CHG 1.0	207.76		
11/15/99	Normal	DIESEL FUEL	749705	CHG 229.0	193.46		
11/15/99	Normal		749705	PMT 1398	144.65CR		
11/15/99	Normal		151812	PMT 1396	424.05CR		
11/23/99	Corrected Charge	BL-DIESEL FUEL	749075	CHG 213.0	195.87	MISSED 6%	
11/23/99	Corrected Charge	WINTER ADDITIVE	749075	CHG 213.0	4.51	MISSED 6%	
11/23/99	Normal		749075	PMT 1402	189.04CR		
11/23/99	Cash	BL-L/S DIESEL FUEL	24147	CHG 19.0	26.83		
11/23/99	Cash	WINTER ADDITIVE	24147	CHG 19.0	.38		
11/23/99	Cash		24147	PMT 1402	27.21CR		
11/31/99		BALANCE DUE			566.73		
12/01/99			PREVIOUS BALANCE		566.73		
12/31/99		FINANCE CHARGE			8.67		
12/31/99		BALANCE DUE			575.40		

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/2000	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
01/01/00			PREVIOUS BALANCE		575.40		
01/31/00			FINANCE CHARGE		8.67		
01/31/00			BALANCE DUE		584.07		
02/01/00			PREVIOUS BALANCE		584.07		
02/31/00			FINANCE CHARGE		8.10		
02/31/00			BALANCE DUE		592.17		
03/01/00			PREVIOUS BALANCE		592.17		
03/31/00			FINANCE CHARGE		8.67		
03/31/00			BALANCE DUE		600.84		
04/01/00			PREVIOUS BALANCE		600.84		
04/31/00			FINANCE CHARGE		8.39		
04/31/00			BALANCE DUE		609.23		
05/01/00			PREVIOUS BALANCE		609.23		
05/31/00			FINANCE CHARGE		8.67		
05/31/00			BALANCE DUE		617.90		
06/01/00			PREVIOUS BALANCE		617.90		
06/31/00			FINANCE CHARGE		8.39		
06/31/00			BALANCE DUE		626.29		
07/01/00			PREVIOUS BALANCE		626.29		
07/31/00			FINANCE CHARGE		8.67		
07/31/00			BALANCE DUE		634.96		
08/01/00			PREVIOUS BALANCE		634.96		
08/31/00			FINANCE CHARGE		8.67		

R.D. 1 Box 173
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
12/31/2000	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15825

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	AMOUNT	P.O. NUMBER	REMARKS
08/31/00			BALANCE DUE		643.63		
09/01/00			PREVIOUS BALANCE		643.63		
09/31/00			FINANCE CHARGE		8.39		
09/31/00			BALANCE DUE		652.02		
10/01/00			PREVIOUS BALANCE		652.02		
10/31/00			FINANCE CHARGE		8.67		
10/31/00			BALANCE DUE		660.69		
11/01/00			PREVIOUS BALANCE		660.69		
11/31/00			FINANCE CHARGE		8.39		
11/31/00			BALANCE DUE		669.08		
12/01/00			PREVIOUS BALANCE		669.08		
12/31/00			FINANCE CHARGE		8.67		
12/31/00			BALANCE DUE		677.75		

12475 Route 119 Hwy North
 Rochester Mills, Pa. 15771
 (724) 397-2400

**** HISTORY STATEMENT ****

Date	Cust.No.
07/26/2001	BP 29875

MACSON CORPORATION
 ATTENTION: DOMINIC
 1100 RT 51 S

LARGE, PA
 15025

INVOICE DATE	CLASS DESCRIPTION	PRODUCT DESCRIPTION	INVOICE REFERENCE	UNITS CHECK#	UNIT DESC	AMOUNT	P.O. NUMBER	REMARKS
01/01/01			PREVIOUS BALANCE			677.75		
01/31/01			FINANCE CHARGE			8.67		
01/31/01			BALANCE DUE			686.42		
02/01/01			PREVIOUS BALANCE			686.42		
02/28/01			FINANCE CHARGE			8.10		
02/28/01			BALANCE DUE			694.52		
03/01/01			PREVIOUS BALANCE			694.52		
03/31/01			FINANCE CHARGE			8.67		
03/31/01			BALANCE DUE			703.19		
04/01/01			PREVIOUS BALANCE			703.19		
04/30/01			FINANCE CHARGE			8.39		
04/30/01			BALANCE DUE			711.58		
05/01/01			PREVIOUS BALANCE			711.58		
05/31/01			FINANCE CHARGE			8.67		
05/31/01			BALANCE DUE			720.25		
06/01/01			PREVIOUS BALANCE			720.25		
06/13/01	Filing Fee		DBA			64.50		
06/30/01			BALANCE DUE			784.75		

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

WILLIAM G. SATTERLEE & :
SONS, INC, :
Plaintiff :
vs. : No. 01-1306-CD
MACSON CORPORATION and :
DAVID MACIOCE, :
Defendant :
:

CERTIFICATE OF SERVICE

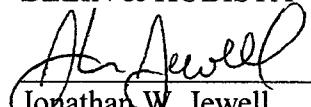
This is to certify that the undersigned has served a true and correct of Pre-Trial
(Arbitration) Memorandum in the above-captioned matter to the following party by first-class,
postage prepaid mail, and via facsimile on the 1st day of May, 2002:

Richard A. Bell, Esquire, Chairman
318 East Locust Street
Clearfield, PA 16830

Earle D. Lees, Esquire
109 North Brady Street
DuBois, PA 15801

Mark A. Falvo, Esquire
38 W. Scribner Avenue
DuBois, PA 15801

BELIN & KUBISTA



Jonathan W. Jewell
Attorney for Plaintiff

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

(P)