

02-716-CD  
CHARLES J. LEWIS etal -vs- LEAH M. LEWIS etal

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 02-716-CD

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

-VS-

LEAH M. LEWIS, now known as  
LEAH M. BORDERS, and WALTER  
JOSEPH BORDERS, Defendants

PETITION TO REMOVE REAL  
ESTATE FROM PUBLIC TAX SALE  
LIST SCHEDULED FOR SEPTEMBER  
17, 2004

FILED

SEP 03 2004

William A. Seay  
Prothonotary/Clerk of Courts

LAW OFFICES  
GATES & SEAMAN  
2 NORTH FRONT STREET  
P.O. BOX 846  
CLEARFIELD, PA. 16830

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

FILED

APR 13 2005

William A. Shaw  
Prothonotary/Clerk of Courts

4 copy to Mr. [unclear]

No. 2002-716-CD

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Petitioners

vs.

GERALD C. LEWIS and  
ROGER E. LEWIS, Respondents

**PETITION FOR SPECIAL RELIEF AND/OR TO HAVE RESPONDENTS  
HELD IN CONTEMPT**

AND NOW comes, Plaintiffs, Charles J. Lewis and Catherine A. Duttry, by and through their attorneys, Gates & Seaman, who file this Petition for Special Relief and/or Contempt directed to Respondents, Gerald Lewis and Roger Lewis, assignees or acting under the authority of Defendants, Leah M. Lewis, et al, and in support thereof, aver the following:

1. Following a Non-Jury Trial before The Honorable Fredric J. Ammerman, an Order dated September 8, 2003 was entered with respect to the future ownership of portions of a larger parcel of real estate situate in Bigler Township, Clearfield County, Pennsylvania then owned by Defendant, Leah M. Lewis. A copy of the Court's Order is attached hereto and made a part hereof as

Exhibit "A".

2. By virtue of this Court's Order of March 11, 2005, a photocopy of which is attached hereto and made a part hereof as Exhibit "B", this Honorable Court clarified that the injunction set forth in the Court's Order of September 8, 2003 was effective not only against the named Defendants, but also against anyone acting on their behalf.

3. Respondents, Gerald C. Lewis and Roger E. Lewis, were in the Courtroom on March 11, 2005 to hear the exchange between the attorneys representing Plaintiffs and Defendants and the Court and to hear the Court recite the terms of the aforesaid March 11, 2005 Order from the Bench.

4. Respondents, Gerald Lewis and Roger Lewis, are the father and brother of your Petitioners and are also the presumptive purchasers of the interest in the real estate to be retained by Defendant, Leah M. Lewis, now known as Leah M. Borders, pursuant to this Court's September 8, 2003 Order. Attached hereto and made a part hereof as Exhibit "C" is a copy of the Bill of Sale existing between Defendant, Leah M. Borders, and Respondents.

5. As of the date of the filing of this Petition, the larger Leah Lewis tract has yet to be subdivided although the professional land surveyor engaged by Petitioners has completed all field work and has prepared a map showing his interpretation

based on Plaintiffs' Exhibit 10 of what Leah Lewis was to retain and said map and all other required subdivision documents are in the process of being submitted to Defendant, Leah M. Borders, for her review and execution.

6. In the meantime, since March 11, 2005, Respondents, Gerald C. Lewis and Roger E. Lewis, although not yet the actual owners of the real estate to be retained by Leah M. Lewis pursuant to this Court's September 8, 2003 Order, by their actions have not only sought to exercise exclusive dominion and control over the parcel and improvements they believe they are purchasing, but have also engaged upon an intentional course of conduct which interferes with Plaintiff/Petitioner, Catherine A. Duttry's, orderly removal from the silver building of the items and personal property she has stored there over the years.

7. Respondents' actions since March 11, 2005 have included the following:

(i) verbally threatening to do bodily harm to individuals other than Catherine A. Duttry, assisting Catherine A. Duttry in removing her personal property from the silver building;

(ii) demanding and ordering said persons cease and desist entering into or being present on the real estate in the vicinity of said silver building;

(iii) verbally threatening to use a fork lift, said

Respondents had been utilizing on the premises, to smash the motor vehicle of one person assisting Petitioner, Catherine A. Duttry, in the removal of her personal property from the silver building unless said individual removed and kept said motor vehicle off the land they were purchasing;

(iv) contacting the Pennsylvania State Police alleging that Petitioner, Catherine A. Duttry, was intentionally parking her van on the dirt lane in the vicinity of the silver building and by doing so, she was denying Respondents access to the silver building when in fact Respondents never first asked Catherine Duttry to move her van, nor did they need to use the dirt lane in question to access the silver building since they have been transporting timber mill equipment into the other end of the silver building by a different dirt access road;

(v) shouting from the roof of the silver building to Petitioner, Catherine A. Duttry, as she exited her van, ordering her to get her remaining personal property out of the silver building, but when she has attempted to do so individually and with the help of others, Respondents have ordered said Petitioner's helpers to leave the building and the property or they would call the Pennsylvania State Police for the purposes of having said individuals charged with trespassing.

8. Petitioners have done nothing to interfere with Respondents', Gerald C. Lewis or Roger E. Lewis, use or

enjoyment of the silver building since the March 11, 2005 hearing as said Respondents have otherwise transported and stored in the silver building timber milling equipment and otherwise have removed a 50 to 60 foot section of the roof of the silver building.

9. Petitioner, Catherine Duttry, has erected on the acreage she is to solely own by virtue of the September 8, 2003 Order, a storage building wherein she is in the process of storing her personal property she is retrieving from the silver building as she is able.

10. In addition to the verbal threats made by Respondents as stated herein previously, both Respondents have been verbally abusive to both Petitioners, and to the helpers of Petitioner, Catherine A. Duttry, with said abuse including all forms of profanity and conduct serving no purpose but to otherwise annoy and harass your Petitioners.

11. In addition to the verbal threats made by Respondents as stated herein previously, Respondent, Roger Lewis, has physically assaulted Petitioner, Charles J. Lewis, while on the real estate containing the silver building, on two (2) occasions, namely on October 2, 2004 and on February 9, 2005 with Simple Assault charges having been filed against said Respondent for the first of the two assaults.

WHEREFORE, your Petitioners pray that this Honorable

Court:

A. until such time as the subdivision of the Leah M. Lewis parcel is completed, as mandated by this Court Order of September 8, 2003, and the deeds are recorded in the Office of the Recorder of Deeds of Clearfield County, enjoin Respondents, Gerald C. Lewis and Roger E. Lewis, from having access and otherwise being on that portion of the Leah M. Lewis property to become the sole property of Leah M. Lewis; or

B. alternatively, only allow Respondents access to that portion of the silver building in which they have already stored and located timber milling equipment during hours to be designated by the Court;

C. otherwise enjoining Respondents from coming within fifty (50) feet of either Petitioner or the helpers assisting Catherine A. Duttry remove her personal property from the silver building;

D. otherwise enjoin Respondents from verbally and/or physically abusing and/or threatening your Petitioners at any time said Respondents are physically present on the real estate owned by Defendant, Leah M. Borders, situate in Bigler Township, Clearfield County, Pennsylvania, and its immediate vicinity; and

E. otherwise find Respondents, Gerald C. Lewis and Roger E. Lewis, in contempt of this Court's Order of September 8, 2003 which was specifically made to apply to them by this



Court's Order of March 11, 2005.

Respectfully submitted,

GATES & SEAMAN

By:



---

Andrew D. Gates, Esquire  
Attorney for Plaintiffs/Petitioners  
Charles J. Lewis and Catherine A.  
Duttry

Date: April 8, 2005.

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 2002-716-C.D.

ORDER

NOW, this 8<sup>th</sup> day of September, 2003, it is the ORDER  
of this Court as follows:

1. Defendants will execute a special warranty deed to Plaintiffs for the Bigler Township real estate excepting therefrom that portion of the real estate to be retained by Defendant Leah M. Lewis Borders which is to consist of the red and silver buildings and the pasture area as shown on Plaintiffs' blown up portion of the Clearfield County Assessment Map admitted into evidence as Plaintiffs' Exhibit 10 which consists of approximately ten to fifteen acres.
2. Plaintiffs are to promptly engage a registered surveyor or engineer to do the necessary survey work so a subdivision plan may be promptly submitted to the proper authorities. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage conveyed to them subdivided and likewise showing that portion of the real estate to be retained by Defendant Leah M. Lewis Borders.
3. Plaintiff Charles J. Lewis is also granted the continuing right to maintain and use the electrical breaker panel and other accessories currently situate in the "red building". This is to include unlimited access to said "red building".

building", until said electrical breaker box and accessories can be safely relocated off said premises.

4. On delivery of the deed from Defendants to Plaintiffs, Plaintiff Catherine Duttry will pay Defendant Leah M. Lewis Borders the sum of Fifteen Thousand (\$15,000.00) Dollars

5. All future real estate taxes will be prorated from the date of this Order, with the county and township taxes to be prorated on a calendar year basis and school taxes on a fiscal year basis (July 1, 2003 to June 30, 2004).

6. Until the real estate conveyance ordered above is finalized, Defendants are permanently enjoined from interfering with Plaintiff Catherine Duttry's use and enjoyment of the cabin and approximate seven to eight acres she is to receive.

7. Until the real estate conveyance above directed is finalized, Defendants are enjoined from interfering with Plaintiff Charles J. Lewis' continued use and occupation of all real estate utilized in conjunction with the "Muddy Run Raceway".

8. The preliminary injunction Order of June 3, 2003 is dissolved and the Prothonotary is directed to release and pay to Plaintiffs the Five Thousand (\$5,000.00) Dollar cash bond previously posted.

By the Court,




JUDGE FREDRIC J. AMMERMAN

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

SEP 10 2003

Attest.

  
Prothonotary/  
Clerk of Courts

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

CHARLES J. LEWIS, et al. :  
VS. : NO. 02-716-CD  
LEAH M. LEWIS, et a. :

O R D E R

NOW, this 11th day of March, 2005, being the date set for argument on the Request for Return of Evidence and Defendant's Emergency Petition for Special Relief; the parties being present, represented by counsel, it is the ORDER of this Court as follows:

1. As the record will reflect, the exhibits in question have been returned to appropriate counsel;

2. No Order will be entered on the Defendant's Emergency Petition for Special Relief as the same has been certified by Defense counsel to be moot, as access has been provided;

3. The provisions of any injunction previously entered by the Court will be effective not only against the Defendants but anyone acting on their behalf.

BY THE COURT:

/s/ Fredric J. Ammerman

\_\_\_\_\_  
President Judge hereby certify this to be a true and attested copy of the original statement filed in this case.

MAR 15 2005

FROM : BECKETT FOUNDRY

FAX NO. : 7652971538

Jan. 13 2005 29:26AM P1



## Bill of Sale

I, Leah Marie Borders, agree to sell Gerald C. Lewis and Roger E. Lewis the property located North of Route 453 as described in Plaintiff Exhibit 10. for the sum of \$6,500.00 plus all back taxes on the entire property.

Leah Marie Borders 1/13/05  
Leah Marie Borders Date

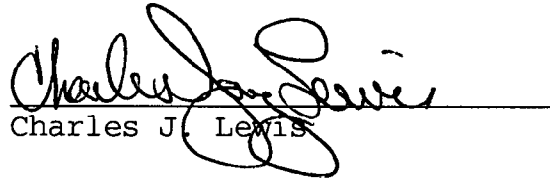
State of Indiana County of Delaware

Subscribed and sworn to before me this 13th day of JAN. 2005Notary Public Steven C. O'BrienMy commission expires Feb. 1, 2008. County of Residence Delaware

EXHIBIT "C"

**VERIFICATION**

The undersigned verifies that he is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Petition are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

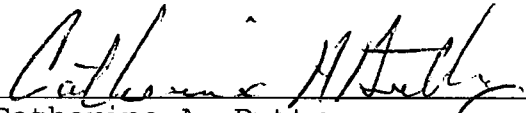
  
Charles J. Lewis

DATE: \_\_\_\_\_

4-8-05

**VERIFICATION**

The undersigned verifies that she is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Petition are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Catherine A. Duttry

DATE: 4-8-05

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

FILED <sup>6/</sup>402  
APR 15 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

No. 2002-716-CD

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Petitioners

vs.

GERALD LEWIS and ROGER LEWIS,  
Respondents

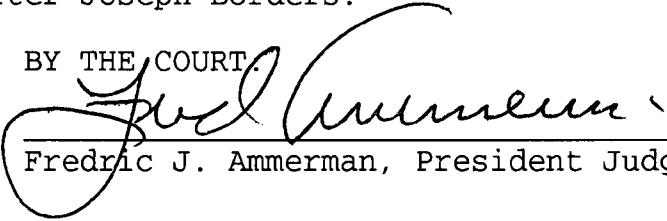
**RULE**

AND NOW, this 14<sup>th</sup> day of April, 2005, in  
consideration of the Plaintiff's Petition, a Rule is entered upon  
Respondents, Gerald C. Lewis and Roger E. Lewis, to show cause why  
the relief requested in Plaintiff's Petition should not be  
granted.

RULE RETURNABLE for Hearing on the 14<sup>th</sup> day of April  
2005, at 9:00 o'clock A.m. in Courtroom No. 1, Clearfield  
County Courthouse, Clearfield, PA 16830.

Service of a certified copy of Plaintiff's Petition and  
Rule to be served upon the named Respondents by regular, 1<sup>st</sup> class  
mail, postage prepaid and also upon Jeffrey DuBois, Esquire,  
Attorney of record for Defendants, Leah M. Lewis, now known as  
Leah M. Borders, and Walter Joseph Borders.

BY THE COURT

  
Fredric J. Ammerman, President Judge



CA

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	Type of Pleading:
	:	
Vs.	:	<b>MOTION FOR</b>
	:	<b>CONTINUANCE</b>
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	Filed on Behalf of:
WALTER JOSEPH BORDERS,	:	DEFENDANTS
Defendants	:	
	:	Counsel of Record for This Party:
	:	
	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
	:	190 West Park Avenue, Suite #5
	:	DuBois, PA 15801
	:	(814) 375-5598

FILED<sup>62</sup>  
m/101/BD 3cc  
APR 18 2005 Atty. DuBois

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Plaintiffs

Vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,

Defendants

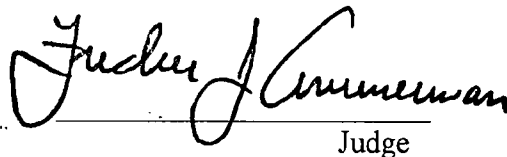
No. 2002-716-CD

**ORDER**

AND NOW, this 20<sup>th</sup> day of April, 2005, in consideration of  
Defendants Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED, that the Hearing scheduled for  
May 6, 2005, be rescheduled to the 17 day of May, 2005, at  
1:30 o'clock P.M. in Courtroom No. 1, Clearfield County Courthouse,  
Clearfield, Pennsylvania.

BY THE COURT:

  
Judge

**FILED**

APR 21 2005  
0/11:00/2  
William A. Shaw  
Prothonotary  
3 CENT TO ATT

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**MOTION FOR CONTINUANCE**

AND NOW, comes LEAH M. BORDERS and WALTER JOSEPH BORDERS,  
by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for  
Continuance and in support thereof avers the following:

1. Defendants filed a Petition to Enforce Court Order with this Honorable Court.
2. A Hearing has been scheduled for May 6, 2005, at 9:00 o'clock a.m.
3. The undersigned has already been scheduled for a House of Delegates Meeting  
that same date.
4. It is in Defendants best interest to have representation at said Hearing.
5. Therefore, Defendants would request a continuance of this Hearing.

WHEREFORE, Defendants respectfully request this Honorable Court to grant a continuance of this Hearing to another date and time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jeffrey S. DuBois', written over a horizontal line.

Jeffrey S. DuBois, Esquire  
Attorney for Defendants


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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 14<sup>th</sup> day of April, 2005, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois

CA

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Plaintiffs

Vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,

Defendants

No. 2002-716-CD

Type of Pleading:

**MOTION FOR  
CONTINUANCE**

Filed on Behalf of:  
DEFENDANTS

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

FILED 2cc

0/1:45B/ Atty DuBois  
APR 28 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

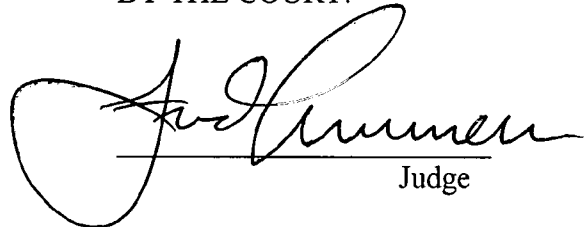
CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**ORDER**

AND NOW, this 29 day of April, 2005, in consideration of  
Defendants Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED, that the Hearing scheduled for  
May 6, 2005, be rescheduled to the 5<sup>th</sup> day of July, 2005, at  
9:00 o'clock A.M. in Courtroom No. 1, Clearfield County Courthouse,  
Clearfield, Pennsylvania.

BY THE COURT:

  
Judge

FILED 2cc Amy  
019:31 Bol LeBois  
JUN 01 2005 @K  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**MOTION FOR CONTINUANCE**

AND NOW, comes LEAH M. BORDERS and WALTER JOSEPH BORDERS,  
by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for  
Continuance and in support thereof avers the following:

1. Plaintiffs filed a Petition for Special Relief and/or to Have Respondents Held  
in Contempt with this Honorable Court.
2. A Hearing has been scheduled for May 6, 2005, at 9:00 o'clock a.m.
3. Prior to this, a Hearing was scheduled also on May 6, 2005, on a Petition filed  
on behalf of Defendants, to which Defendants filed a Motion for Continuance on the  
Petition to Enforce Court Order, and said continuance was granted by the Court.
4. As set forth earlier, the undersigned has already been scheduled for a  
Pennsylvania Bar House of Delegates Meeting that same date and therefore could not  
attend this Hearing either.



5. Since both petitions involve the same parties, it would be best if both Petitions were heard at the same date and time.

6. Therefore, Defendants would request a continuance of this Hearing, and have both petitions held at the same time.

WHEREFORE, Defendants respectfully request this Honorable Court to grant a continuance of this Hearing to another date and time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. DuBois', is written over a horizontal line.

Jeffrey S. DuBois, Esquire  
Attorney for Defendants


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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 27<sup>th</sup> day of April, 2005, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Petitioners

vs.

GERALD LEWIS and ROGER LEWIS,  
Respondents

FILED NO  
CC  
CL 013:33/01  
MAY 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts

No. 2002-716-CD

**AFFIDAVIT OF SERVICE**

I hereby certify that service of the PETITION FOR SPECIAL RELIEF AND/OR TO HAVE RESPONDENTS HELD IN CONTEMPT, along with attached Rule of April 14, 2005 setting Hearing for May 6, 2005, was made upon the following, on April 21, 2005, by regular first class mail, postage prepaid:

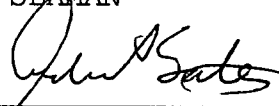
Gerald C. Lewis  
P. O. Box  
Smoke Run, PA 16681

Roger E. Lewis  
P. O. Box  
Smoke Run, PA 16681

Jeffrey S. DuBois, Esquire  
190 W. Park Avenue, Suite 5  
DuBois, PA 15801

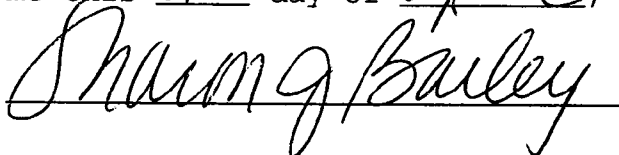
Attached hereto as Exhibit "A" is a photocopy of the Certificates of Mailing evidencing the above noted service.

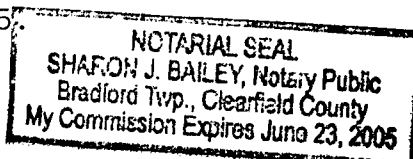
GATES & SEAMAN  
By:

  
Andrew P. Gates, Esquire  
Attorney for Plaintiffs/Petitioners

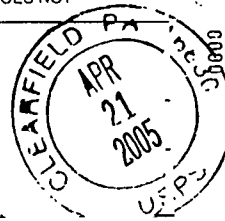
Sworn to and subscribed before

me this 28th day of April, 2005.





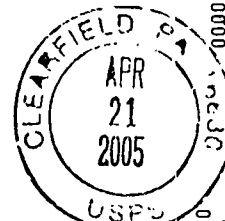
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	<b>GATES &amp; SEAMAN</b> 2 North Front Street P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
<b>Jeffrey S. DuBois, Esquire</b> 190 W. Park Avenue, Suite 5 DuBois, PA 15801			



U.S. POSTAGE  
 PAID  
 CLEARFIELD, PA  
 16830  
 APR 21 05  
 00085835-04  
**\$0.90**

PS Form 3817, January 2001

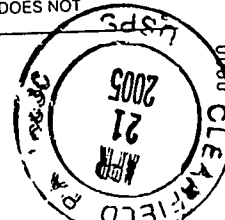
U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	<b>GATES &amp; SEAMAN</b> 2 North Front Street P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
<b>Gerald C. Lewis</b> P. O. Box Smoke Run, PA 16681			



U.S. POSTAGE  
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 CLEARFIELD, PA  
 16830  
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**\$0.90**

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	<b>GATES &amp; SEAMAN</b> 2 North Front Street P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
<b>Roger E. Lewis</b> P. O. Box Smoke Run, PA 16681			



U.S. POSTAGE  
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 CLEARFIELD, PA  
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 APR 21 05  
 00085835-04  
**\$0.90**

PS Form 3817, January 2001

CA

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Plaintiffs

Vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,

Defendants

No. 2002-716-CD

Type of Pleading:

**MOTION FOR  
CONTINUANCE**

Filed on Behalf of:  
DEFENDANTS

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

**FILED**

MAY 27 2005

m/1:15/u

William A. Shaw  
Prothonotary

3 SENT TO ATT

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

MAY 27 2005

Attest.

William A. Shaw  
Prothonotary/  
Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Plaintiffs

Vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,

Defendants


No. 2002-716-CD

**ORDER**

AND NOW, this 31<sup>st</sup> day of May, 2005, in consideration of  
Defendants Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED, that the Hearings scheduled for  
May 17, 2005, be rescheduled to the 5<sup>th</sup> day of July, 2005, at  
9:00 o'clock A.M. in Courtroom No. 1, Clearfield County Courthouse,  
Clearfield, Pennsylvania.

BY THE COURT:

  
Judge

**FILED** <sup>60</sup>  
019:35/11 Amy  
JUN 01 2005 DuBois

William A. Straw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**MOTION FOR CONTINUANCE**

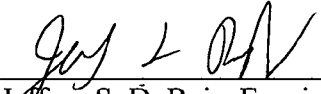
AND NOW, comes LEAH M. BORDERS and WALTER JOSEPH BORDERS,  
by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for  
Continuance and in support thereof avers the following:

1. Defendants filed a Petition to Enforce Court Order with this Honorable Court.
2. A Hearing was originally scheduled for May 6, 2005, at 9:00 o'clock a.m. and  
was continued to May 17, 2005 at 1:30 o'clock p.m.
3. After the continuance was granted, Plaintiffs filed a Petition for Special Relief  
and/or to Have Respondents Held in Contempt.
4. Plaintiffs Petition was also scheduled for May 17, 2005, at 1:30 o'clock p.m.
5. The undersigned had already been scheduled for Court in another county on  
May 17, 2005, and requested another continuance on Defendants Petition.

6. Due to the fact the undersigned was scheduled for Court, Defendant is also requesting a continuance on Plaintiffs Petition.

WHEREFORE, Defendants respectfully request this Honorable Court to grant a continuance of this Hearing to another date and time.

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendants




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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 25<sup>th</sup> day of May, 2005, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois

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

CHARLES J. LEWIS, and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known  
as LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 02 - 716 - CD

Type of Case: Civil

Type of Pleading: ANSWER AND  
NEW MATTER TO DEFENDANTS' PETITION  
TO ENFORCE COURT ORDER

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

**FILED** 2cc  
0125/BJ  
JUN 29 2005  
Atty Gates

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and :  
CATHERINE A. DUTTRY, :  
Plaintiffs :  
vs. : No. 2002-716-CD  
LEAH M. LEWIS, now known as :  
LEAH M. BORDERS and :  
WALTER JOSEPH BORDERS, :  
Defendants :

**ANSWER AND NEW MATTER TO DEFENDANTS' PETITION  
TO ENFORCE COURT ORDER**

AND NOW, come, Plaintiffs/Petitioners Charles J. Lewis and Catherine A. Duttry, by and through their attorneys, Gates & Seaman, and respond to Defendants' Petition to Enforce Court Order as follows:

1. Paragraph 1 of Defendants' Petition is admitted.
2. Paragraph 2 of Defendants' Petition is denied as stated. On the contrary, the terms of this Court's Order of September 8, 2003, which is attached to Defendants' Petition, speaks for itself. By way of further answer, pursuant to Paragraph 1 of this Court's Order of September 8, 2003, the only portion of the real estate situate in Bigler Township, Clearfield County, Pennsylvania, not to be conveyed to Plaintiffs was to consist of the red and silver buildings, and the pasture area as shown on Plaintiffs' blown-up portion of Clearfield County Assessment Map admitted into evidence as

Plaintiffs' Exhibit "10", which consists of approximately ten to fifteen acres (emphasis added). By way of further answer, the pasture area noted on Plaintiffs' Exhibit "10" is bounded on the North (being the upper side when viewing said exhibit top to bottom) by a drainage ditch which meanders between the two referenced "water storage ponds". By way of further answer, upon the actual survey of the area designated as the pasture area, said parcel only contains 7.142 acres as opposed to approximately 10 to 15 acres.

3. Paragraph 3 of Defendants' Petition is denied. On the contrary, before any monies could be paid by Plaintiffs to Defendant, Leah M. Borders, the entire larger parcel had to be surveyed so a subdivision of the land to be retained by Defendant, Leah M. Borders, could be submitted to the Clearfield County Planning Commission for approval in accordance with the Clearfield County Land Development and Subdivision Ordinance No. 95-2, as amended. By way of further answer, in accordance with Paragraph 2 of this Court's Order of September 8, 2003, Plaintiffs promptly engaged Gary L. Thorp, PLS, to survey the larger parcel, including that to be retained by Defendant, Leah M. Lewis, and based on Mr. Thorp's Final Map Of Subdivision, dated March 3, 2005, a copy of the relevant portions thereof is attached hereto and made a part hereof as Exhibit "A", Mr. Thorp's interpretation of Plaintiffs' Exhibit "10" is that the

pasture area, at most, contains 7.142 acres and if a straight line is used, which is consistent with the terrain and other evidence on the ground, the pasture area consists of 6.585 acres. The original entire Final Map of Subdivision will be available for the Court's review at the July 5, 2005 hearing.

By way of further answer, an original of Mr. Thorp's Final Map of Subdivision dated March 3, 2005, was presented to Defendants' counsel at the March 11, 2005 hearing for he and his client's consideration. By way of further answer, by virtue of filing their Petition to Enforce Court Order, Defendants and the parties they have agreed to sell the land to be retained (i.e. Gerald C. Lewis and Roger Lewis) will not agree to accept anything other than a subdivided parcel having the size of between 10 and 15 acres. By way of further answer, until such time as Plaintiffs and Defendants and their purported purchasers either agree or this Court decides where the northern boundary of the "pasture area" is to be, no subdivision plan can be submitted for consideration and approval by the Clearfield County Planning Commission as required by Clearfield County Land Development and Subdivision Ordinance No. 95-2, as amended. By way of further answer, pursuant to the terms of the Clearfield County Subdivision and Land Development Ordinance, No. 95-2, once a subdivision has been approved and the approved map placed of record in the Office of the Recorder of Deeds of Clearfield

County, only then can a deed conveying the subdivided parcel(s) be recorded in the Clearfield County Recorder's Office. By way of further answer, upon the Subdivision Plan being approved "of the land to be retained by Defendant, Leah M. Borders", Plaintiffs are ready and willing to convey that land to their sister and Plaintiff, Catherine A. Duttry, is otherwise ready and willing to pay her sister the monetary consideration called for in Paragraph 4 of this Court's Order of September 8, 2003 after the adjustments provided for in Paragraph 5 of said Order.

4. Paragraph 4 of Defendants' Petition is denied as stated. On the contrary, until such time as the parties agree to the exact location of the northern boundary line of the "pasture area" or this Honorable Court decides upon the location of said line, no subdivision plan can be submitted for consideration and approval under the Clearfield County Land Development and Subdivision Ordinance No. 95-2, as amended. By way of further answer, subdivision approval under the Clearfield County Land Development and Subdivision Ordinance No. 95-2, as amended, must first be obtained before Plaintiffs' counsel can prepare a deed from Defendants to Plaintiffs for the larger parcel, which will except and reserve therefrom the parcel to be retained by the Defendant, Leah M. Borders. By way of further answer, Plaintiffs believe that they have complied with all other terms of this Court's Order of September 8, 2003 since they are

otherwise ready to conclude this entire matter, including Plaintiff, Catherine A. Duttry's, lump sum payment to be made to Defendant, Leah M. Borders, once the parties either agree to the location of the northern boundary of the acreage to be retained by Defendant, Leah M. Borders, or this Court otherwise decides the location of said northern boundary, and the subsequent approval of the subdivision in accordance with the Clearfield County Land Development and Subdivision Ordinance.

5. Paragraph 5 of Defendants' Petition is denied. On the contrary, based on the survey performed by Gary L. Thorp, PLS, the land to be retained by Defendant, Leah M. Borders, either consists of 7.142 acres or 6.585 acres.

6. Paragraph 6 of Defendants' Petition is denied. On the contrary, Plaintiffs are ready and willing to submit the subdivision application to the Clearfield County Planning Commission, in accordance with Mr. Thorp's Final Map Of Subdivision, dated March 3, 2005, but are unable to do so since Defendant, Leah M. Borders, disagrees with the findings of Mr. Thorp's survey and is otherwise unwilling to execute the subdivision map, the subdivision application and the requisite DEP's Request for Planning Waiver and Non-Building Declaration which must be submitted as part of the subdivision process required by the Clearfield County Land Development and Subdivision Ordinance.

7. Paragraph 7 of Defendants' Petition is denied. On the contrary, Plaintiffs are not in violation of this Court's Order of September 8, 2003 for the reasons set forth in Paragraphs 2, 3, 4, 5 and 6 hereof. By way of further answer, Defendants are not entitled to an award of attorney's fees as Plaintiffs have committed no conduct which would warrant such a sanction. By way of further answer, after reasonable investigation, Plaintiffs are without knowledge or information so as to be able to form a belief as to the truth or falsity that Defendants have incurred legal fees in the amount stated in Paragraph 7 of the Petition, and, if relevant, strict proof is demanded at time of hearing.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

(a) dismiss Defendants' Petition to Enforce Court Order, with prejudice;

(b) deny Defendants' request for attorney's fees and other costs;

(c) otherwise, enter an Order consistent with the prayer set forth in Plaintiffs' New Matter; and/or

(d) otherwise, enter such Order as this Honorable Court deems fair and just.



**NEW MATTER**

8. Plaintiffs incorporate herein by reference Paragraphs 1 through 7 hereof as though set forth at length.

9. The language utilized by this Honorable Court in Paragraph 1 of its Order of September 8, 2003: ". . . which consists of approximately ten to fifteen acres" was taken directly from the brief filed by Plaintiffs' counsel at the conclusion of the three-day non-jury trial and which was prepared by counsel without having the benefit of the trial transcript. A copy of the relevant portion of Plaintiffs counsel's Brief utilizing the aforementioned language is attached hereto and made a part hereof as Exhibit "B".

10. Before Defendant, Leah M. Borders, could be awarded at least ten acres of land she maintains she is entitled to retain from the larger parcel, the survey of Gary L. Thorp, PLS, shows the same would have to include: (i) the two water storage ponds; (ii) the stream/ditch running between, and feeding said ponds; (iii) a portion of the pit area; and (iv) a portion of the parking area utilized by participating vehicles, all of which have been continuously utilized by Plaintiff, Charles J. Lewis, in conjunction with the races conducted at the "Muddy Run Raceway".

11. In their Complaint, when describing the land to be retained by Leah M. Lewis as part of the parties' oral

agreement, the Plaintiffs' always described the acreage to be retained by their sister, Leah, to be "approximately or an estimated number of acres". See Paragraph 23 (iii) of Plaintiffs' Complaint. A copy of said paragraph is attached hereto and made a part hereof as Exhibit "C".

12. Plaintiffs' counsel, in delivering his opening at the beginning of a non-jury trial, stated that the estimated area consisting of the pasture area and the area around the two outbuildings was ten to twelve acres. See P. 95(a) of the reproduced record, a copy of which is attached hereto and made a part hereof as Exhibit "D".

13. At the trial, Plaintiff, Catherine A. Duttry, testified she did not know the amount of acreage making up the pasture and around the outbuildings. See reproduced record, P. 353 (a), a copy of which is attached hereto and made a part hereof as Exhibit "E".

14. It is clear from the testimony Plaintiffs offered at trial, the averments set forth in their Complaint, their Pre-Trial Memorandum and by the brief submitted by their counsel at the conclusion of the trial that the amount of the acreage to be retained by Leah M. Lewis was an estimate, at best.

15. Neither Plaintiff has any formal engineering/surveying training or any experience in estimating the size of parcels of land.

16. At no time prior to this Court's Order of September 8, 2003 had the land to be retained by Leah M. Borders been surveyed.

17. As further evidence Plaintiffs had no experience in judging the size of a parcel, Plaintiff, Catherine A. Duttry, testified at trial that the parcel she was to receive, which contained the cabin and which she described being bounded by various monuments and/or topographical features, consisted of 6 to 7 acres which said parcel upon actual survey only turned out to contain 3.956 acres. See Exhibit "E". Also see Parcel 1 on the Final Map Of Subdivision prepared by Gary L. Thorp, PLS, dated March 3, 2005, attached hereto and made a part hereof as Exhibit "A".

18. Not only do Plaintiffs have no experience in judging the size of land parcels but the overall size of the larger parcel only contained 57.46 acres as opposed to the 66.13 acres with which Defendant, Leah M. Lewis, was assessed. See Final Map Of Subdivision prepared by Gary L. Thorp, PLS, dated March 3, 2005, a photocopy of relevant portions of which is attached hereto and made a part hereof as Exhibit "A", and Clearfield County Assessment Cards for the larger parcel attached hereto and made a part hereof, collectively, as Exhibit "F".

19. The Final Map Of Subdivision prepared by Gary L. Thorp, PLS, dated March 3, 2005, is entirely consistent with

Plaintiff's Exhibit No. "10" and with the physical evidence on the ground which segregates the "pasture area" from the balance of the larger parcel.

20. Since the parties have been unable to agree to the location of the northern boundary of the "pasture area" as shown on Plaintiffs' Exhibit "10" for reasons of judicial economy, Plaintiffs request that this Honorable Court decide upon the location of said northern boundary so that the appropriate subdivision application and map and other ancillary documents can be submitted to the Clearfield County Planning Commission for subdivision approval so that the other terms of this Court's Order of September 8, 2003 can be carried out.

WHEREFORE, Plaintiffs request that this Honorable Court enter an Order:

(a) directing that the northern boundary of the "pasture area" being the land to be retained by Leah M. Borders, is to be located so that the parcel to be retained by said Defendant either contain 7.142 acres or 6.585 acres; or at such location as this Honorable Court deems was established by evidence presented at the hearing;

(b) direct that Defendant, Leah M. Borders, et ux, execute all subdivision applications, subdivision maps and any ancillary documents that must be submitted to the Clearfield County Planning Commission so that the subdivision contemplated by this

Court's Order of September 8, 2003 may be finalized;

(c) direct that Defendant, Leah M. Borders, et ux, promptly execute a deed to Plaintiffs, for the larger parcel situate in Bigler Township, Clearfield County, Pennsylvania, excepting and reserving to herself that land to be retained, upon subdivision approval being obtained;

(d) enter such other Order as this Court deems appropriate, equitable and just.

Respectfully submitted,

GATES & SEAMAN

By:

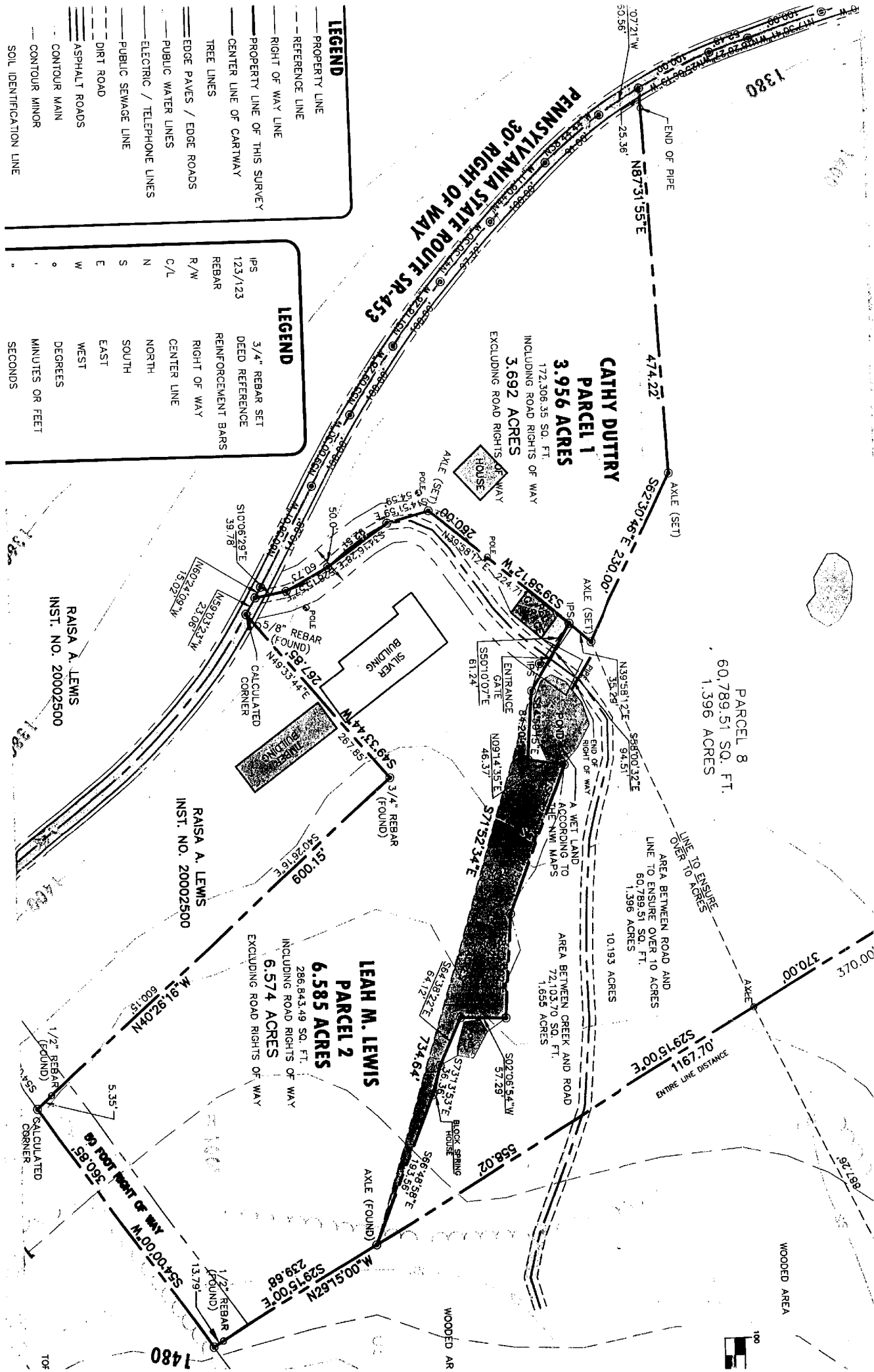


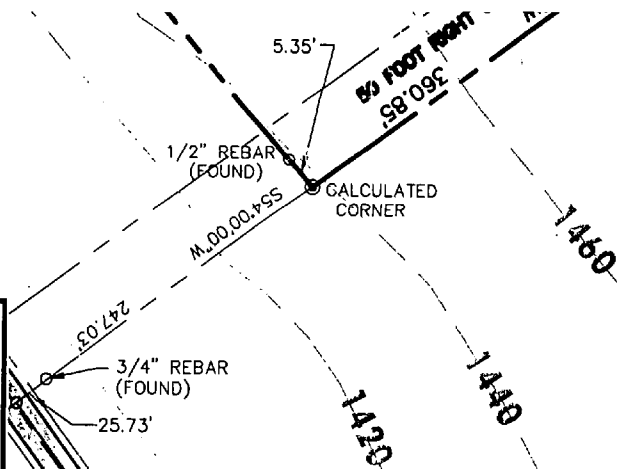
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Andrew P. Gates, Esquire  
Attorney for Plaintiffs/Petitioners  
Charles J. Lewis and Catherine A.  
Duttry

Date: June 24, 2005.

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

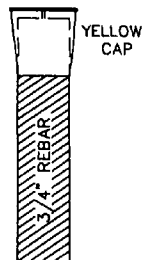




ENGRAVED ON  
TOP OF YELLOW CAP

GARY L. THORP  
O  
PLS 48530-E

DESIGN OF YELLOW CAP PLACE  
ON ALL 3/4" REBARS (SET)



**ONE - CALL SYSTEM**



Pennsylvania Act 187 (1991) requires 3  
working days notice from excavators who  
are about to : Dig, Blast, Auger, Bore,  
Grade, Trench or Demolish anywhere in  
the Commonwealth.

CHARLES J. LEWIS  
AND  
CATHERINE A. DUTTRY  
SMOKE RUN, PENNSYLVANIA  
FINAL MAP OF SUBDIVISION  
BIGLER TOWNSHIP  
CLEARFIELD COUNTY

MARCH 3, 2005  
FIELD BOOK 90 PAGE 21  
MAP NUMBER 106-K15-9  
FILE NUMBER 7378 D



CLEARFIELD, PENNSYLVANIA

GARY L. THORP, PLS  
NO. SU-48530-E  
CURRY & ASSOCIATES  
207 SOUTH THIRD STREET  
(814) 765-7226

(i) (i.e. \$15,000.00 in cash) from Cathy, and (ii) the ability to sell the remaining 10 - 15 acres which would include the pasture and silver and red buildings.

Therefore, for the reasons set forth above, it is submitted that this Court should disregard the testimony of Leah Lewis as it pertains to her version of the agreement(s) she reached with her siblings.

Finally, the most compelling evidence to establish that the agreement(s) with Leah were as testified to by Plaintiffs, is the subsequent actions of Plaintiff. Why would both Plaintiffs go to such lengths to improve the real estate in question if they were not to become the ultimate owners thereof. Why would Cathy Duttry tell Hanna Shimmel in 2001 when asked about all the improvements she was making to the cabin, she replied "I'm buying the cabin from Leah by paying her  $\frac{1}{2}$  of my divorce settlement." The only reasonable conclusion which can be inferred from Plaintiff's actions is they had an agreement with Leah containing the terms they testified to.

In conclusion, the only way to do justice based on the surrounding circumstances is to enter a decree of specific performance directing the following:

A. Defendants be ordered to execute a special warranty deed to Plaintiffs for the Bigler Township real estate excepting therefrom that portion of the real estate to be retained by Defendant Leah Lewis Borders which is to consist of the red and



silver buildings and the pasture area as shown on Plaintiffs' blown up portion of the Clearfield County Assessment Map admitted into evidence as Plaintiff Exhibit 10 which Plaintiffs believe consists of approximately 10-15 acres;

B. Plaintiffs are to promptly engage a registered surveyor or engineer to do the necessary survey work so a subdivision plan may be promptly submitted to the proper authorities;

C. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage being conveyed to them subdivided and likewise showing that portion of the real estate to be retained by Defendant Leah Borders.

D. That Plaintiff Charles Jay Lewis is also granted the continuing right to maintain and use the electrical breaker panel and other accessories currently situate in the "red building". This is to include unlimited access to said "red building", until said electrical breaker box and accessories can be safely relocated off said premises.

E. On delivery of the deed from Defendants to Plaintiffs, Plaintiff Catherine Duttry will pay Defendant Leah Borders the sum of \$15,000.00.

F. All future real estate taxes will be prorated from the date of the Specific Performance Order, with the County and Township taxes to be prorated on a calendar year basis and school taxes on a fiscal year basis (July 1, 2003 to June 30,

understanding that said entire parcel was to be subsequently subdivided with Cathy to receive the house and approximately 7-8 Acres, including the yard around the house, with the rest of the acreage to be conveyed solely to Plaintiff, Charles J. Lewis. Plaintiffs agreed to be responsible for all surveying and other subdivision costs;

(ii) in exchange for the above, and as additional consideration, Plaintiff, Catherine A. Duttry agreed to pay said Defendant one-half of her forth coming divorce settlement (estimated to be between \$10,000.00 to \$15,000.00); and

(iii) Furthermore, the parties agreed should Defendant, Leah M. Lewis, ever return to Pennsylvania, Plaintiffs would reconvey to said Defendant, approximately ten (10) acres of said property, which would contain both the "red and silver buildings" and the pasture, for no consideration.

24. In anticipation of Defendant, Leah M. Lewis, carrying out her part of the oral agreement specified in the preceding paragraph, Plaintiff, Catherine A. Duttry, and her children moved into the family residence on or about December 1999 and she has maintained and improved the same up to the present time.

1 the economic issues from her divorce were final.

2 But in the meantime, Cathy Duttry and her  
3 sons would move in and maintain the cabin. Finally, it was  
4 also with that understanding that if Leah Lewis was ever to  
5 return to Pennsylvania to take up residence or to start the  
6 horse training business, the parties agreed they would  
7 reconvey to their sister the two outbuildings and the part  
8 of the premises, they refer to as the pasture, which they  
9 estimate to be roughly 10 to 12 acres of real estate.

10 Since 1997, my clients have carried all of  
11 their obligations with the exception that Cathy Duttry has  
12 not paid the consideration to her sister which she is  
13 willing and ready to do. There's also a question that Mr.  
14 Lewis did not pay all of the real estate taxes that he  
15 agreed to pay and the primary reason for that is that his  
16 sister never come through with her part of the agreement to  
17 convey the land to him, so we understand that any orders,  
18 specifically performance, would require some reimbursement  
19 for real estate taxes.

20 Based on this oral agreement, my clients have  
21 taken exclusive possession of all of the real estate  
22 including all of the acreage and all of the improvements,  
23 they have made substantial improvements not only to the  
24 cabin but to the rest of the real estate and these  
25 improvements and can be compensable by money damages,

pasture field because, when I was there, it was literally the only secure area pastured off by barbed-wire fence that you could turn a horse into and not worry about them wandering off.

Q. And that pasture area now, what's the condition of that fence?

A. The condition of that pasture field now is totally overgrown with a bush called an autumn olive bush, which is not only a low but a high-growth, very quickly fills in an area and it has basically taken over the whole pasture field, with the exception of an area that Jay had started to clean to only get it back to where it could ever be used for anything.

Q. Right now it is brush where you can walk through, that's about it. You're certainly not going to be able to use it for much.

Q. Do you know how many acres, what you're describing of the pasture and where the buildings are located, how many acres, how many acres are there?

A. No, sir, I couldn't. Again, that is an element that I would not be able to do.

Q. How about the acreage that was to go with the cabin?

A. I was told that that was approximately six, seven acres.

Q. And what was your source of information?

A. That information would be from hearing it from

CLEARFIELD, PA

PA 453

Control #: 103089837

Map #:

1030K1500000009 NBHD:

16.00

Class: C

Zoning:

Card # 1 of 3

CURRENT OWNER/ADDRESS

LEWIS, LEAH M.

11930 EAST 211TH STREET  
NOBLESVILLE IN 46060

LAND DATA:  
TYPE

SIZE

Pasture 17.450  
Waste 26.000  
Tillable 12.680  
Hoods 9.000  
0.000  
0.000

TOTAL ACREAGE:

66.130

TOTAL LAND VALUE:

32,500

Living Units:

0 Routing #:

ASSESSMENT INFORMATION:

PRIOR CURRENT

LAND BUILDING 32,500 32,500  
TOTAL 86,000 93,900  
TOTAL 120,500 126,400  
ASS'D 0 31,600

SALES DATA:

DATE TYPE PRICE CODE  
19960201 LAND + BLDG 15,000 A  
0 0

SKETCH DATA:

AREA

AREA

\* A D  
B E  
C F  
G

COST APPROACH DETAIL:

LEVELS USE

HEATING

A/C

AREA

SF RATE

RCN

% GOOD

RCNLD

01 TO 01	44	NONE	NONE	7200	19.76	142,310	.50	71,150
01 TO 01	44	NONE	NONE	2832	20.30	57,490	.63	36,220
01 TO 01	44	NONE	NONE	288	23.06	6,640	.63	4,180
TO	0	NONE	NONE	0	0.00	0	.00	0
TO	0	NONE	NONE	0	0.00	0	.00	0
TO	0	NONE	NONE	0	0.00	0	.00	0
TO	0	NONE	NONE	0	0.00	0	.00	0
TO	0	NONE	NONE	0	0.00	0	.00	0

BUILDING # 1  
YEAR BUILT 1974  
# UNITS 0  
QUALITY GRADE D-  
# EFFICIENCIES 0  
# 1-BEDROOMS 0  
# 2-BEDROOMS 0  
# 3-BEDROOMS 0  
TOTAL UNADJ. RCNLD 39,910  
GRADE FACTOR 0.70  
# IDENT UNITS 1  
FUNC/ECON FACTOR 0.50  
RCNLD 19,960

OUTBUILDING/YARD ITEM DETAIL:

DESCRIPTION	WIDTH	LENGTH	QUAN.	YEAR BUILT	PHYS. COND.	FUNC. UTIL.	VALUE
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OTHER IMPROV	0	0	0	0	0	NONE	0
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PERMIT DATA: DATE # PURPOSE PRICE  
0 0  
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0 0  
TOTAL OBJ/YARD VALUE: 0

NOTES:

Value Flag: COST

INCOME APPROACH SUMMARY:

TOTAL RENTABLE SQUARE FEET:  
MARKET RENT/ SQUARE FOOT:  
POTENTIAL GROSS INCOME:  
TOTAL EXPENSES (INCL. MGMT.):  
TOTAL NET OPERATING INCOME:  
OVERALL RATE:  
INCOME INDICATED VALUE:

Card # 2 of 3

### ASSESSMENT INFORMATION:

	PRIOR	CURRENT
LAND	32,500	32,500
BUILDING	88,000	93,900
TOTAL	120,500	126,400
ASS'D	0	31,600

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**PCN 11**

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REV 9.530

2000-292617

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BUND 11/14/96

INCOME INDICATED VALUE:

Value Flag: COST

CLEARFIELD, PA

PA 453

Control #: 103089837

Map #:

1030K150000009 NBHD:

16.00

Class: C

Zoning:

Card # 3 of 3

CURRENT OWNER/ADDRESS

LEWIS, LEAH M.

11930 EAST 211TH STREET  
IN 46060

LAND DATA:  
TYPE

SIZE

LAND INFLUENCE(S)

FACTOR

Living Units:  
LAND VALUE

0

Routing #:

ASSESSMENT INFORMATION:

PRIOR

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LAND

BUILDING

TOTAL

ASS'D

32,500

89,000

120,500

0

32,500

93,900

126,400

31,600

TOTAL ACREAGE:

66.130

TOTAL LAND VALUE:

32,500

SALES DATA:

DATE  
19960201

TYPE  
LAND + BLDG

PRICE  
15,000

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CODE  
A

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SKETCH DATA:

AREA

AREA

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B  
C  
D  
E  
F  
G

COST APPROACH DETAIL:  
LEVELS USE

HEATING

A/C

AREA

SF RATE

RCN

% GOOD

RCNLD

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BUILDING #  
YEAR BUILT  
# UNITS  
QUALITY GRADE  
# EFFICIENCIES  
# 1-BEDROOMS  
# 2-BEDROOMS  
# 3-BEDROOMS

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1979  
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C-  
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0  
0

TOTAL UNADJ. RCNLD  
GRADE FACTOR  
# IDENT UNITS  
FUNC/ECON FACTOR  
RCNLD

4105E  
64,420  
6,92  
1,00  
1,00  
64,420

OUTBUILDING/YARD ITEM DETAIL:

DESCRIPTION WIDTH LENGTH QUAN. YEAR PHYS. FUNC. VALUE  
OR SIZE BUILT COND. UTIL.

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PERMIT DATA:  
DATE # PURPOSE

PRICE

TOTAL OBY/YARD VALUE:

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NOTES:

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Value Flag: COST

INCOME APPROACH SUMMARY:

TOTAL RENTABLE SQUARE FEET:

MARKET RENT/SQUARE FOOT:

POTENTIAL GROSS INCOME:

TOTAL EXPENSES (INCL. MGMT.):

TOTAL NET OPERATING INCOME:

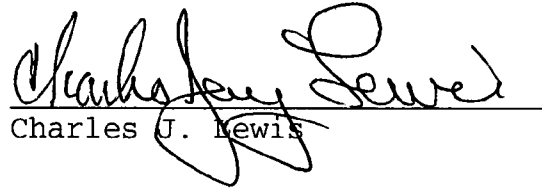
OVERALL RATE:

INCOME INDICATED VALUE:

**VERIFICATION**

The undersigned verifies that he is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Answer and New Matter are true and correct to the best of his knowledge, information and belief.

The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Charles J. Lewis

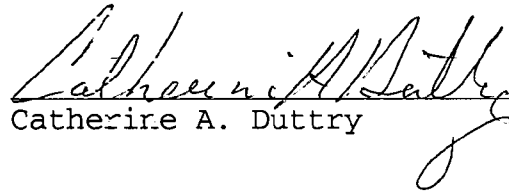
DATE: 6-22-05



**VERIFICATION**

The undersigned verifies that she is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Answer and New Matter are true and correct to the best of her knowledge, information and belief.

The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Catherine A. Duttry

DATE: 6-24-05

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	Type of Pleading:
	:	
Vs.	:	<b>RESPONDENTS RESPONSE TO</b>
	:	<b>PETITION FOR SPECIAL</b>
LEAH M. LEWIS, now known as	:	<b>RELIEF</b>
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	Filed on Behalf of:
Defendants	:	RESPONDENTS
	:	
CHARLES J. LEWIS and	:	Counsel of Record for This Party:
CATHERINE A. DUTTRY,	:	
Petitioners	:	Jeffrey S. DuBois, Esquire
	:	Supreme Court No. 62074
Vs.	:	190 West Park Avenue, Suite #5
	:	DuBois, PA 15801
GERALD C. LEWIS and	:	(814) 375-5598
ROGER E. LEWIS,	:	
Respondents	:	

**FILED** 3CC  
9/3/01  
JUL 01 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Petitioners	:	
	:	
Vs.	:	
	:	
GERALD C. LEWIS and	:	
ROGER E. LEWIS,	:	
Respondents	:	

**RESPONDENTS RESPONSE TO PETITION**  
**FOR SPECIAL RELIEF**

AND NOW, comes the Respondents, GERALD C. LEWIS and ROGER E. LEWIS, by and through their attorney, Jeffrey S. DuBois, Esquire, who files the following Response to Petition for Special Relief:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. It is admitted that the tract to Leah Borders has not yet been conveyed. It is denied that it would be as set forth by Petitioners, as both Defendants and Respondents assert that the property to be conveyed would be a minimum of ten (10) acres and a maximum of fifteen (15) acres, as set forth in Plaintiffs Complaint, as well as the Court Order.

6. Denied. It is denied that Gerald Lewis and Roger Lewis have attempted to exercise exclusive control over the property in question; it is further denied that Respondents have in any way interfered with Plaintiffs in removing any items from the silver building. By way of further answer, the only actions by Respondents with respect to the building were to ensure the building was in proper shape and was safe and secure, as Plaintiff Charles Lewis improperly pulled numerous poles from the building, therefore causing said building to be structurally unsound.

7. (i) It is denied that Respondents ever threatened to do bodily harm to individuals helping Catherine Duttry. On the contrary, the only conversations with said individuals was to inform them that it was unsafe to be in the building because of the fact Plaintiff Lewis had removed poles from said building;

(ii) It is denied, as set forth above, Respondents did any verbal threatening, and the only conversations would have been for those persons safety because of the unsafe building as left by Plaintiff Lewis;

(iii) It is denied Respondents ever verbally threatened to use a fork lift to injure anyone, but again only used a fork lift to ensure that all parties were safe in the situation and not inside the building when it would be hazardous to be in the same;

(iv) It is admitted Respondents contacted the State Police, but Respondents only did the same when they were blocked access to the road by Plaintiffs Duttry and Lewis and Respondents needed to gain access to the road and Plaintiffs were improperly denying them access;

(v) It is denied that Respondents ever shouted from the roof of the silver building nor did Respondents ever order Plaintiff Duttry to remove any of the items. On the contrary, Respondents simply spoke calmly to Plaintiff Duttry and asked if she would need any help in removing her items.

8. Denied. It is denied that Petitioners have not interfered with Respondents, and on the contrary, Petitioners have continually interfered with Respondents in their enjoyment of the silver building and the surrounding property.


9. Respondents do not possess any information with respect to the averments in Petitioners paragraph 9, and the same is denied.

10. Denied. It is denied that Respondents have committed any conduct as set forth in Petitioners paragraph 10 since the Court's Order of March 11, 2005.

11. With respect to the averments of paragraph 11, the same are irrelevant to this cause of action as, by Petitioners own admission, relate to dates **prior to** this Courts Order of March 11, 2005. By way of further answer, Respondents deny any actions connected with the alleged events on February 9, 2005.

WHEREFORE, Respondents respectfully request this Honorable Court to dismiss  
Petitioners Petition for Special Relief in its entirety and award judgment in favor of  
Respondents.

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Respondents

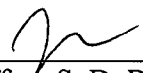
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Petitioners	:	
	:	
Vs.	:	
	:	
GERALD C. LEWIS and	:	
ROGER E. LEWIS,	:	
Respondents	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 1<sup>st</sup> day of July, 2005, I served a true and correct copy of the within Respondents Response to Petition for Special Relief by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois

CA

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY

-VS-

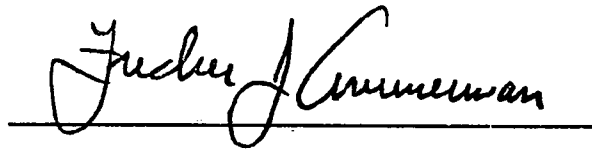
No. 02-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and WALTER  
JOSEPH BORDERS

O R D E R

NOW, this 5th day of July, 2005, following the taking of testimony, it is the ORDER of this Court that counsel for both parties submit appropriate letter brief to the Court on the issue of the appropriate parcel to be conveyed to the Defendants within no more than fifteen (15) days from this date. Counsel shall also within the same time period submit a proposed Order relative the Plaintiffs' Petition for Special Relief.

BY THE COURT,



President Judge

FILED 2 cc  
12:55 PM  
JUL 06 2005  
Any Gates  
DuBois  
William A. Shaw  
Prothonotary/Clerk of Courts



FILED

02:25/04  
JUL 29 2005

ICC Atty.  
Gates  
DuBois

JA

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

ORDER

AND NOW this 28<sup>th</sup> day of July, 2005, upon consideration of Defendants' Petition to Enforce Court Order and Plaintiffs' Answer and New Matter filed in response to said Petition and after consideration of testimony offered at the July 5, 2005 hearing of Plaintiffs and by Gary L. Thorp, Professional Land Surveyor (P.L.S.), as well as the Exhibits introduced into evidence at the time of said hearing, which include said surveyors Final Map of Subdivision which includes his interpretation of Plaintiffs' Exhibit 10 admitted into evidence at the Non-Jury Trial as well as photographs submitted by Plaintiffs, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants' Petition to Enforce Court Order is denied in its entirety;

2. This Court finds that based upon the portions of the original non-jury trial record, referenced in Plaintiffs' Answer and New Matter filed in response to Defendants Petition to

Enforce Court Order and the other evidence and testimony received into evidence at the July 5, 2005 hearing from Plaintiffs and Gary L. Thorp, P.L.S., that:

(i) the northern boundary line of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is as shown in bold black ink on the Final Map of Subdivision, dated March 3, 2005 prepared by Gary L. Thorp, P.L.S. and, said pasture area is to include the pink hatch area shown on said map;

(ii) from the evidence presented, Plaintiffs' estimation in Paragraph 23(iii) of their Complaint that the area to be retained by Leah M. Lewis Borders amounted to approximately ten (10) acres was inaccurate and that the correct size of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is accurately depicted in the Final Map of Subdivision dated March 3, 2005, and consists of a total of 7.142 acres (being the sum of what is designated thereon as Parcel 2, containing 6.585 acres, and the pink hatch area, containing 0.557 acres; and

(iii) Defendants have pointed to no credible evidence from either the non-jury trial record or introduced at the July 5, 2005 hearing which supports their contention that the "land to be retained" by Defendant Leah M. Lewis Borders by virtue of the oral agreement this Court found to exist between Plaintiffs and said Defendant was to include any acreage north of the area designated on Mr. Thorp's Final Map Subdivision as the

"pink hatch area" so as to bring the total acreage to be retained by Defendant Leah M. Lewis Borders up to at least 10.0 acres;

3. Based on this Court's findings as set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 1 of its Order of September 8, 2003 so the same now reads as follows:

"Within ten (10) days of Defendants' attorney being provided with a special warranty deed, to be prepared by Plaintiffs' attorney, conveying the Bigler Township real estate from Defendants to Plaintiffs, but excepting and reserving therefrom the land to be retained by Defendant, Leah M. Lewis Borders, Defendants Leah M. Lewis Borders and Walter Joseph Borders shall properly execute, and return to Plaintiffs' attorney said deed. The land to be retained by Leah M. Lewis Borders is to consist of the red and silver buildings and the 7.142 acre parcel as depicted on the Final Map of Subdivision, dated March 3, 2005, prepared by Gary L. Thorp, P.L.S. Upon receipt of said executed special warranty deed from Defendants, Plaintiffs' attorney is to promptly conduct settlement of said real estate conveyance according to the terms set forth elsewhere in this Order and upon recording of said deed in the Office of the Recorder of Deeds of Clearfield County, Plaintiff, Catherine A. Duttry shall pay to Defendant, Leah M. Lewis Borders the consideration set forth in Paragraph 4 of this Order, with adjustments to be made for the proration of real estate taxes as provided for in Paragraph 5 of this Order."

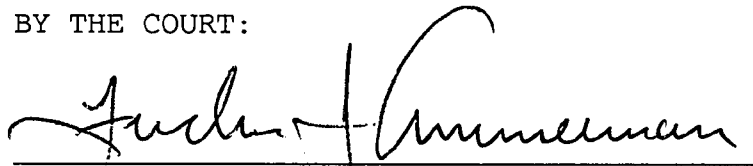
4. Based on the findings set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 2 of its Order of September 8, 2003 so the same now reads as follows:

"Within twenty (20) days of Plaintiffs' attorney providing to Defendants' attorney the Final Map of Subdivision (to be revised by Gary L. Thorp, P.L.S. in accordance with this Order), Defendant, Leah M. Lewis Borders, shall execute and return to Plaintiffs' attorney all requested copies of the following: (i) revised Final Map of Subdivision, (ii) subdivision application and (iii) any ancillary documents which in the opinion of Gary L. Thorp, P.L.S., must be executed by the record owner as part of the subdivision approval process. Upon receipt of said executed documents by Plaintiffs' attorney, the same are to be promptly

submitted to the proper authorities so that the subdivision necessitated by this Court's findings can be approved. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage conveyed to them subdivided, and likewise showing that portion of the real estate to be retained by Defendant Leah M. Lewis Borders.

5. Other than as amended by this Order, this Court's Order of September 8, 2003 remains in full force and effect.

BY THE COURT:



---

Fredric J. Ammerman, President Judge

CA

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

NO. 02-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS,  
Respondents

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**FILED**

01/10/24/301  
AUG 02 2005

William A. Shaw  
Prothonotary/Clerk of Courts  
ICC: Amy Gates  
DuBois

**ORDER**

NOW, this 15<sup>th</sup> day of August, 2005, the Court having considered Plaintiffs' Petition for Special Relief it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Until such time as the subdivision of the Leah M. Lewis Borders parcel is completed, as mandated by this Court's Order of September 8, 2003, and the deed from Leah M. Lewis Borders *et vir* to Charles J. Lewis and Catherine A. Duttry is recorded of record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, Respondents, Gerald C. Lewis and Roger E. Lewis are hereby enjoined from having access to any other portion of the Leah M. Lewis property other than the "silver building" in which they have already stored and located timber milling equipment. Said access to be limited to the hours of 8:00 a.m. through 8:00 p.m. on a daily basis;

7. All provisions of this Order shall lapse upon the recording of all deeds required by this Court's Order of July 28th, 2005.

BY THE COURT,

A handwritten signature in cursive script, reading "Fredric J. Ammerman". The signature is written in black ink and is positioned above a horizontal line.

---

FREDRIC J. AMMERMAN  
President Judge

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	Type of Pleading:
	:	
Vs.	:	<b>PETITION FOR SPECIAL</b>
	:	<b>RELIEF</b>
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	Filed on Behalf of:
WALTER JOSEPH BORDERS,	:	RESPONDENTS
Defendants	:	
	:	Counsel of Record for This Party:
And	:	
	:	Jeffrey S. DuBois, Esquire
GERALD C. LEWIS and ROGER E.	:	Supreme Court No. 62074
LEWIS,	:	190 West Park Avenue, Suite #5
Respondents	:	DuBois, PA 15801
	:	(814) 375-5598

**FILED** 300  
 012-13801  
 SEP 09 2005  
 William A. Shaw  
 Prothonotary/Clerk of Courts  
 Atty DuBois

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
And	:	
	:	
GERALD C. LEWIS and ROGER E.	:	
LEWIS,	:	
Respondents	:	

**PETITION FOR SPECIAL RELIEF**

AND NOW, comes the Petitioners, GERALD C. LEWIS and ROGER E. LEWIS, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Petition for Special Relief, and in support thereof avers the following:

1. Petitioners, Gerald C. Lewis and Roger E. Lewis, are respectively the Father and Brother of Defendant Leah Borders.
2. Petitioners have entered into an agreement to purchase the property owned by Leah Borders, which is the subject matter of this litigation.
3. Pursuant to prior Orders of Court from this Honorable Court, and Hearings therein, Petitioners and Plaintiffs have been ordered to stay away from one another.



4. On the morning of September 3, 2005, while Gerald Lewis was on the 7.2 acres which had been awarded to Leah Borders, and which will eventually become Gerald Lewis' property, Plaintiff Charles J. Lewis came onto this land and approached Gerald Lewis.

5. Thereafter, Plaintiff Charles Lewis grabbed Gerald Lewis' arm, bent it, twisted it, grabbed his throat, and then threw Gerald Lewis to the ground.

6. Said actions by Plaintiff Lewis to Gerald Lewis damaged Gerald Lewis' tendons, injured his arm, all of which required Gerald Lewis to go to the local hospital to receive treatment.

7. Such actions by Plaintiff Charles Lewis are without legal justification, and amount to an assault.

8. Furthermore, it goes against the clear spirit of the Court's intention to keep the parties away from each other.

9. Later that evening, after Gerald Lewis had been released from the hospital, he took his grandson and his girlfriend down to property Gerald Lewis owns, which is next to the subject property.

10. While they were there, Plaintiff Charles Lewis drove his pickup truck through the silver building at a high rate of speed knocking over numerous items, including full gas cans, and then onto Gerald Lewis' property.

11. Additionally, while Plaintiff Charles Lewis was traveling through the silver building at a high rate of speed and then onto Gerald Lewis' property, he almost ran into and over the aforementioned girlfriend.

12. Also, while he was driving, Plaintiff Charles Lewis kicked up stones that damaged Gerald Lewis' vehicle which was setting on the property.

13. Finally, while driving away, Plaintiff Charles Lewis screamed to Gerald Lewis that "I will destroy you."

14. These actions by Plaintiff Charles Lewis are without legal justification, are severely dangerous, and have put people in harms way.

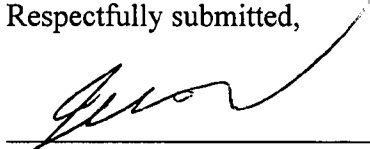
15. Additionally, as a result of Plaintiff Charles Lewis' actions, Petitioner Gerald Lewis incurred damages to his car in an approximate amount of One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars, as well as hospital bills which are unliquidated and unknown at this time, as well as legal fees.

16. The actions by Plaintiff Charles Lewis are reprehensible, and said person should be held accountable for the same.

17. Consequently, Petitioner would ask that an Order be put in place that Plaintiff Charles J. Lewis has absolutely no contact with Gerald Lewis or Roger Lewis, and that he reimburse Gerald Lewis for all damages connected in this case.

WHEREFORE, Petitioners respectfully request this Honorable Court to enter an Order preventing any contact from Plaintiff Charles J. Lewis with Petitioner Gerald Lewis or Roger Lewis, and ordering that Plaintiff Charles J. Lewis reimburse Gerald Lewis for all damages to his vehicle, and reimbursement of all hospital expenses, as well as legal fees.

Respectfully submitted,



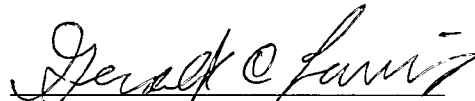
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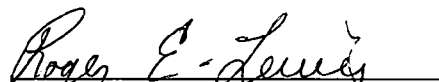
Jeffrey S. DuBois, Esquire  
Attorney for Petitioners

### **VERIFICATION**

We, GERALD C. LEWIS and ROGER E. LEWIS, verify that the statements in the foregoing Petition for Special Relief are true and correct to the best of our knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if we make knowingly false averments, I may be subject to criminal penalties.

  
Gerald C. Lewis

  
Roger E. Lewis


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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
And	:	
	:	
GERALD C. LEWIS and ROGER E.	:	
LEWIS,	:	
Respondents	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 9<sup>th</sup> day of Sept, 2005, I served a true and correct copy of the within Petition for Special Relief by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and WALTER  
JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and  
ROGER E. LEWIS,  
Respondents

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NO. 02-716-CD

**FILED** *icc*  
*0/9:43/1* *Atty's:*  
**SEP 20 2005** *Gates*  
William A. Shaw *DuBois*  
Prothonotary/Clerk of Courts *CR*

**ORDER**

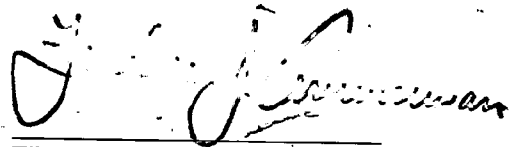
NOW, this 16<sup>th</sup> day of September, 2005, the Court noting the Petition for Special Relief filed September 9, 2005 on behalf of Gerald C. Lewis and Roger E. Lewis, Respondents; the Petition alleging that Plaintiff Charles J. Lewis committed various improprieties and is requesting relief in the form of an injunction preventing contact between the parties similar to the provisions as set forth in paragraph 2 and 3 of this Court's Order of August 1, 2005. The Court notes that it would appear that the above-captioned case is concluded in its' entirety other than any injunctive provisions which could potentially continue in perpetuity; that the Court believes it is inappropriate for the parties to continue to come before the Court on allegations of contempt involving claims of physical abuse and that the same could best be handled by the parties' making appropriate reports to law enforcement authorities or, if applicable, requesting a Protection From Abuse Order. Therefore, it is the ORDER of this Court as follows:

1. The Petition for Special Relief filed on September 9, 2005 is hereby DISMISSED.
2. Paragraphs 2 and 3 of the Court's Order of August 1, 2005 are hereby RESCINDED.

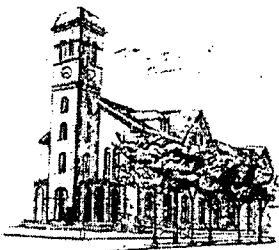
3. The provisions of any prior Order which may enjoin any party to the suit from verbally and/or physically abusing and/or threatening any other party is also RESCINDED.

4. Any parties to the action are advised to report any claims of impropriety to law enforcement authorities, or if applicable seek relief under the provisions of the Protection From Abuse Act.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Fredric J. Ammerman", written over a horizontal line.

FREDRIC J. AMMERMAN  
President Judge



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

\_\_\_\_\_ You are responsible for serving all appropriate parties.

☒ \_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

☒ \_\_\_\_\_ Plaintiff(s)/Attorney(s)

☒ \_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

LA

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Plaintiffs

Vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,

Defendants

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Petitioners

Vs.

GERALD C. LEWIS and  
ROGER E. LEWIS,

Respondents

No. 2002-716-CD

Type of Pleading:

**PETITION FOR HEARING**

Filed on Behalf of:

LEAH & WALTER BORDERS and  
GERALD & ROGER LEWIS

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire

Supreme Court No. 62074

190 West Park Avenue, Suite #5

DuBois, PA 15801

(814) 375-5598

**FILED** 3cc  
OCT 26 2005  
OCT 28 2005 Atty DuBois  
GK  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
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CHARLES J. LEWIS and  
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Defendants

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CATHERINE A. DUTTRY,

Petitioners

Vs.

GERALD C. LEWIS and  
ROGER E. LEWIS,

Respondents

No. 2002-716-CD

**FILED**

9/11:50 am  
OCT 31 2005

3cc Atty Dubois

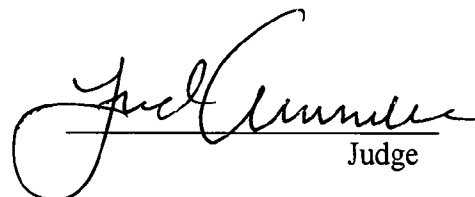
William A. Shaw  
Prothonotary

**ORDER**

AND NOW, this 25<sup>th</sup> day of October, 2005, in consideration of  
Petitioners' Petition for Hearing,

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled in this  
matter for the 23<sup>rd</sup> of November, 2005, at 9:00 o'clock A.M. in  
Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
Judge

FILED

OCT 31 2005

William A. Shaw  
Prothonotary

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Petitioners	:	
	:	
Vs.	:	
	:	
GERALD C. LEWIS and	:	
ROGER E. LEWIS,	:	
Respondents	:	

**PETITION FOR HEARING**

AND NOW, comes the Petitioners, LEAH M. BORDERS, WALTER JOSEPH BORDERS, GERALD C. LEWIS and ROGER E. LEWIS, by and through their attorney, Jeffrey S. DuBois, Esquire, who files the following Petition for Hearing and in support thereof avers the following:

1. This matter has been in front of the Court numerous times previously.
2. At the present time, most of the issues seem to be resolved, with only a few remaining.

3. Specifically, one remaining issue deals with the exact location of the northern portion of the approximate 7.22 acres awarded by the Court in this matter.

4. In particular, the question to determine is whether the line should be a straight line between two (2) set and known points, or a line of varying angles between said two (2) points.

5. Additionally, one remaining issue deals with the right of way in which Plaintiff Charles Lewis is seeking over the lands of Roger and Gerald Lewis.

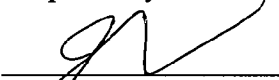
6. Specifically, the current road used, or what is believed to be attempted to be used by Plaintiff Charles Lewis, is a road which goes between the red and silver buildings located on the property of Petitioners.

7. In light of the fact that Plaintiff Charles Lewis has been awarded approximately forty five (45) on said tract, and would have room for roads along said forty five (45) acre tract, as well as the fact there are other existing roads on adjacent properties, and since there is a long history between the parties, mostly adversarial, having a right of way between the two (2) buildings on Petitioners' property would clearly be a recipe for disaster.

8. Therefore, Petitioners' request a Hearing before this Honorable Court on the above issues of property line and right of way.

WHEREFORE, Petitioners' respectfully request this Honorable Court to set a date for a Hearing in this matter.

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Petitioners'

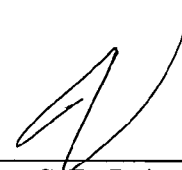
IN THE COURT OF COMMON PLEAS OF  
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CIVIL DIVISION

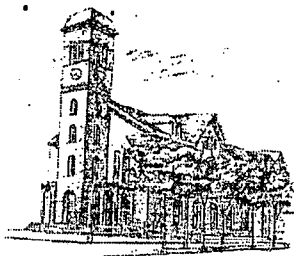
CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Petitioners	:	
	:	
Vs.	:	
	:	
GERALD C. LEWIS and	:	
ROGER E. LEWIS,	:	
Respondents	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 27<sup>th</sup> day of October, 2005, I served a true and correct copy of the within Petition for Hearing by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

X You are responsible for serving all appropriate parties.

\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS OF  
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CHARLES J. LEWIS and  
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Plaintiffs

Vs.

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Defendants

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CATHERINE A. DUTTRY,

Petitioners

Vs.

GERALD C. LEWIS and  
ROGER E. LEWIS,

Respondents

No. 2002-716-CD

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on Behalf of:

LEAH & WALTER BORDERS and  
GERALD & ROGER LEWIS

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire

Supreme Court No. 62074


190 West Park Avenue, Suite #5

DuBois, PA 15801

(814) 375-5598

**FILED** *ICC Atty DuBois*

*9/10:43 am*

NOV - 9 2005 

William A. Shaw  
Prothonotary


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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	
	:	
CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Petitioners	:	
	:	
Vs.	:	
	:	
GERALD C. LEWIS and	:	
ROGER E. LEWIS,	:	
Respondents	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 7<sup>th</sup> day of November, 2005, I served a true and correct copy of the within Petition for Hearing with Order scheduling Hearing by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire



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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

No. 2002-716-CD

Type of Case: Civil

Type of Pleading: Petition to Hold  
Respondents in Contempt and for  
Further Injunctive Relief

Filed on behalf of: Plaintiffs/Petitioners

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

FILED

NOV 17 2005

013:50 W  
William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO ATT

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

No. 2002-716-CD

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WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

PETITION TO HOLD RESPONDENTS IN CONTEMPT AND  
FOR FURTHER INJUNCTIVE RELIEF

NOW COME, Plaintiffs/Petitioners, Charles J. Lewis and Catherine A. Duttry, who Petition this Court to hold Respondents, Gerald C. Lewis and Roger E. Lewis, in contempt of specific provisions of this Court's Order of August 1, 2005 and to grant further injunctive relief by virtue of actions taken by said Respondents and in support thereof assert the following:

Count One - Findings of Contempt

1. Following the evidentiary hearing and Counsel's presentations of July 5, 2005, on Plaintiffs/Petitioners petition for special relief, this Court entered an Order dated August 1, 2005 which among other things enjoined Respondents, Gerald C. Lewis and Roger E. Lewis, of being on or having access to any other portion of the Leah Lewis property other than the "silver building" with the access to said building to be only between the hours of 8:00 A.M. and 8:00 P.M. on a daily basis. A

photocopy of this Court's August 1, 2005 Order is attached hereto and made a part hereof as Exhibit "A".

2. Paragraphs 2 and 3 of the aforementioned Order also enjoined Respondents, Gerald C. Lewis and Roger E. Lewis, from verbally and/or physically abusing and/or threatening either of the Plaintiff/Petitioners.

3. Paragraph 5 of this Court's Order of August 1, 2005 also provided that Respondents, Gerald C. Lewis and/or Roger E. Lewis, in the event of any violations of said Order, "said Respondents will subject themselves to contempt proceedings upon this Court's consideration of a Petition filed by Plaintiffs/Petitioners to have said Respondents held in contempt".

4. Respondents, Gerald C. Lewis and/or Roger E. Lewis, have knowingly and repeatedly violated the provisions of this Court's Order of August 1, 2005 as follows:

(i) On August 16, 2005, Respondent, Gerald C. Lewis, failed to confine himself to only the "silver building" as he mowed other portions of the 7.142 acre parcel which is in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(ii) On August 18, 2005, Respondent, Gerald C. Lewis, again failed to confine himself to only the usage of the "silver building" as he was performing mowing and otherwise removing brush from other portions of the 7.142 acre parcel which is in direct violation to Paragraph 1 of this Court's Order of August 1, 2005;

(iii) On both August 16, 2005 and August 18, 2005, Respondent, Gerald C. Lewis, was performing the aforementioned mowing, etc. after 8:00 p.m.

which is in direct violation of this Court Order of August 1, 2005.

(iv) On August 26, 2005, Plaintiff/Petitioner, Catherine A. Duttry, received by regular mail posted August 25, 2003, an unsigned writing and sketch which Plaintiffs/Petitioners recognize being in the hand of Respondent, Roger E. Lewis (their brother), which suggested that "hog pens" were be constructed adjacent to the cabin and acreage which is to become the sole property of Plaintiff/Petitioner, Catherine A. Duttry. Said sketch also contained a veiled threat that the access road utilized by Ms. Duttry to access said cabin needs to be moved to the left of the red building which if done would take up at least two parking places Ms. Duttry currently utilizes on said property for parking her motor vehicles. Said sketch also contained a veiled threat that the access road utilized by Plaintiff/Petitioner, Charles J. Lewis, for access to the Muddy Run Raceway would have to be moved to the west side of the "red building". The cost to Plaintiffs/Petitioners to move the road as suggested by the unsigned writing and sketch would be cost prohibitive and unnecessary. Said veiled threat violates the spirit if not the actual terms of Paragraph 2 of this Court's Order of August 1, 2005;

(v) On September 1, 2005, Respondent, Gerald C. Lewis, failed to confine himself to only the "silver building" as he verbally harassed Plaintiff/Petitioner, Charles J. Lewis, while said Plaintiff/Petitioner was removing the remnants of the old breaker box and accessories from the "red building" since the electrical service had been relocated from the red building to a location off said premises as said Plaintiff/Petitioner was required to do in accordance with Paragraph 4 of this Court's Order of August 1, 2005. Since Respondent, Gerald C. Lewis, failed

to confine himself to the "silver building" and also failed to not verbally abuse and harass Plaintiff/Petitioner, Charles J. Lewis, this is in direct violation of Paragraphs 1 and 2 of this Court's Order of August 1, 2005;

(vi) On September 3, 2005, Respondent, Gerald C. Lewis, failed to confine himself to the vicinity of the "silver building" as he utilized a tractor to tow a backhoe to a location adjacent to the freshwater spring which is located solely on land to become the sole property of Charles J. Lewis. Thereafter, said Respondent attempted to disrupt and then divert the flow of water from said spring by digging a hole with said backhoe within the "red hatched area" shown on the survey map of Gary L. Thorp, P.L.S. dated March 3, 2005. Said Respondent's failure to confine himself to the vicinity of the "silver building" is a violation of Paragraph 1 of this Court's Order of August 1, 2005;

(vii) On August 2, 2005, Respondent, Gerald C. Lewis and/or Respondent, Roger E. Lewis, forcibly removed the padlock installed by Plaintiff/Petitioner, Charles J. Lewis, to secure the red building, and installed a new padlock without providing your Petitioners any keys. Said action by Respondents is in direct violation of Paragraphs 1 and 6 of this Court's Order of August 1, 2005;

(viii) On August 23, 2005, Plaintiff/Petitioner, Charles J. Lewis, was assisting, Gary L Thorp, P.L.S. setting the monuments defining the boundaries of the 7.142 acre parcel which ultimately is to become the sole property of Respondents, Gerald C. Lewis and Roger E. Lewis, when Respondent, Gerald C. Lewis, while outside the vicinity of the "silver building" verbally threatened Petitioner, Charles J. Lewis, in the presence of Mr. Thorp. Said Respondent also showed disregard for the

authority of this Court by informing Plaintiff/Petitioner, Charles J. Lewis as to what said Petitioner could do with this Court's Order of August 1, 2005. This action of Respondent, Gerald C. Lewis, on August 23, 2005, violated Paragraphs 1 and 2 of this Court's Order of August 1, 2005;

(ix) On August 24, 2005, Respondent, Gerald C. Lewis, attempted to interfere with Petitioner, Charles J. Lewis, while he was in the process of relocating the electrical service out of the "red building" as said Petitioner was required to do, pursuant to Paragraph 4 of this Court's Order of August 1, 2005. In particular, said Respondent attempted to block the roadway leading off of State Route 453 to the vicinity of the "red building". The conduct of Respondent, Gerald C. Lewis, on August 24, 2005 was a direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(x) On August 25, 2005, Respondents, Gerald C. Lewis, and/or Roger E. Lewis, otherwise harassed Plaintiffs/Petitioners, Catherine A. Duttry and Charles J. Lewis, by reporting to the Pennsylvania Department of Environmental Protection that said Plaintiffs/Petitioners were burning garbage in violation of DEP regulations and/or local ordinances, when in fact, the burning of refuse is not in violation of either DEP regulations or any township ordinance. Upon arrival of the DEP representatives who subsequently informed Roger E. Lewis that the burning of refuse by said Plaintiffs/Petitioners was not in violation of any regulations or ordinances, said Respondent, thereafter verbally abused not only Plaintiffs/Petitioners, Catherine A. Duttry and Charles J. Lewis, but also the representatives of the Department of Environmental Resources present at the site.

This action is a direct violation of Paragraph 2 of this Court's Order of August 1, 2005;

(xi) On September 3, 2005, Respondent, Gerald C. Lewis, drove a backhoe on to the 7.142 acre tract at a location not in the vicinity of the "silver building" and began digging a ditch for purposes of diverting water from the spring which is situate on the portion of the Leah Lewis property which is to become the sole property of Plaintiff/Petitioner, Charles J. Lewis. When confronted by Plaintiff/Petitioner, Charles J. Lewis, as to what he was doing, said Respondent raised the backhoe bucket over the head of Plaintiff/Petitioner's truck cab while occupied by said Plaintiff/Petitioner and held the same there for several seconds before lowering said bucket into the bed of said Plaintiff/Petitioner's pickup, whereupon said Respondent turned off the motor of said backhoe, took the keys out and exited the premises. The aforementioned conduct of Respondent, Gerald C. Lewis, violated Paragraphs 1 and 2 of this Court's Order of August 1, 2005.

(xii) Later on September 3, 2005, Respondent, Gerald C. Lewis, returned to the aforementioned backhoe, when he started up the engine, he was confronted by Plaintiff/Petitioner, Charles J. Lewis, who informed him that according to the Court's Order of August 1, 2005, his presence on the 7.142 acre parcel was limited to the "silver building". Immediately thereafter, said Respondent reached through the driver's side of said Plaintiff/Petitioner's pick up truck and struck Plaintiff/Petitioner on the mouth which resulted in Plaintiff/Petitioner taking defensive measures which Respondent now claims caused him injury and which were the subject of Respondent's Petition for Special Relief filed September 9, 2005.

As the result of the aforementioned altercation, Plaintiffs/Petitioners were informed by the Pennsylvania State Police that Respondent, Gerald C. Lewis, would be charged with harassment. The aforementioned conduct of Respondent, Gerald C. Lewis, violated Paragraphs 1 and 2 of this Court's Order of August 1, 2005.

(xiii) Thereafter, at approximately 7:00 P.M. on September 3, 2005, while Plaintiff/Petitioner, Charles J. Lewis, was seeding the dirt road right of way easement, which said Plaintiff/Petitioner constructed on he and his wife's separately owned real estate, Respondent, Roger E. Lewis, accompanied by the parties' sister, Cindy Bratton and her boyfriend, came out of the woods situate on said Plaintiff/Petitioner's real estate and said Respondent knocked Charles J. Lewis to the ground, struck him with an open hand, sat on his chest and thereafter bounced said Plaintiff/Petitioner's head off the ground, during which time the other two people present encouraged said Respondent to continue the assault. As the result of said assault, Petitioner Charles J. Lewis suffered abrasions, scrapes, and red marks to his head, chest, chin and neck. Plaintiff/Petitioner was thereafter informed by the Pennsylvania State Police that Respondent, Roger E. Lewis, as a result of said altercation was being charged with harassment. The conduct of Respondent, Roger E. Lewis, herein described violated Paragraph 2 of this Court's Order of August 1, 2005;

(xiv) On September 7, 2005, Respondent, Gerald C. Lewis, entered the "red building" for unknown purposes. Since the "red building" is not in the vicinity of the "silver building", said Respondent's actions violated Paragraph 1 of this Court's Order of August 1, 2005;



(xv) On September 15, 2005, Respondent, Gerald C. Lewis, traveled to other sections of the 7.142 acre parcel first in his pickup truck and then on a tractor. Since the deed from Defendant, Leah M. Lewis Borders, et vir to Charles J. Lewis and Catherine A. Duttry, has yet to be recorded in the Recorder of Deeds' Office, said Respondent's actions are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xvi) On September 15, 2005, Respondent, Roger E. Lewis, began working on the "red building" by removing the door frame. Since the "red building" is not in the vicinity of the "silver building", said Respondent's actions are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xvii) On September 16, 2005, Respondent, Gerald C. Lewis, performed work of an unknown nature on the outside of the "red building". Since the "red building" is not in the vicinity of the "silver building", said Respondent's actions are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xviii) On September 17, 2005, Respondent, Roger E. Lewis, performed work of an unknown nature on the "red building". Since the "red building" is not in the vicinity of the "silver building", the actions of said Respondent are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xix) On September 17, 2005, Respondent, Gerald C. Lewis installed a dumpster in the "red building" and it is believed said Respondent performed work therein of an unknown nature. Likewise, on said same date, said Respondent also drove elsewhere on the 7.142 acre property to be retained by Leah M. Lewis which travels were not in the vicinity of the "silver building". The actions of said

Respondent on said date were in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xx) On September 18, 2005, Respondent, Gerald C. Lewis, drove his tractor over the hills on the 7.142 acre parcel to be retained by Leah Lewis. Since the locations said Respondent drove his tractor are not in the vicinity of the "silver building", said actions by said Respondent were in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xxi) On September 22, 2005, Respondent, Gerald C. Lewis, drove his tractor over the hills on the 7.142 acre parcel to be retained by Leah Lewis. Thereafter, Respondent, Gerald C. Lewis, with said tractor and one of Respondent's pickup trucks backed down the hill to locations elsewhere on the 7.142 acre parcel, none of which were in the vicinity of the "silver building". The actions of said Respondent on said date are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xxii) On September 23, 2005 and on several dates prior thereto, Respondents, Gerald C. Lewis and Roger E. Lewis, used heavy equipment to move earth from locations, not in the vicinity of the "silver building", but in the vicinity of the northeast corner of the 7.142 acre parcel this Court directed was to become the land to be retained by Leah M. Lewis Borders. The actions of said Respondents are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005;

(xxiii) On August 27, 2005, Respondent, Gerald C. Lewis, traveled by backhoe or tractor into the vicinity of the northeast corner of the 7.142 acre parcel this Court directed was to become the land retained by Leah M. Lewis and while

there utilized said backhoe to divert water from the water diversion ditches constructed by Petitioner, Charles J. Lewis, at the direction of Clearfield County Conservation District for purposes of erosion control which became necessary by virtue of said Plaintiff/Petitioner's construction of a fifty (50) foot right of way along the southeastern border of the 7.142 acre parcel to be retained by Leah M. Lewis Borders. Said Petitioner/Plaintiff has the authority to construct such a right of way pursuant to a grant made to him by deed dated January 30, 2003 and appearing at Clearfield County Instrument No. 200301753, with prior notice of the construction of said right of way having been given to the original Defendants and also to Respondent, Gerald C. Lewis. Since said Respondents' action took place on the 7.142 acre parcel to be retained by Leah M. Lewis Borders and the same was not in the vicinity of the "silver building", said Respondent's actions on said date violated Paragraph 1 of this Court's Order of August 1, 2005;

(xxiv) On September 28, 2005, Respondent, Gerald C. Lewis, erected a sign stating "Road Closed Permanently" along the dirt access road after it passes the "red building" and then enters lands to become the sole property of Plaintiff/Petitioner Charles J. Lewis, and which roadway has customarily been used for access to the Muddy Run Raceway by participants and is also being utilized by the River Hill Coal Company to remove coal from the former John Beyer Estate property which is now owned by Plaintiff/Petitioner, Charles J. Lewis, and his wife, Christina M. Lewis. Since the location where said sign was erected is not in the immediate vicinity of the "silver building", this action by said Respondent is in direct violation of Paragraph 1 of this Court's Order of August 1, 2005; and

(xxv) On October 2 and 3, 2005, Respondent, Gerald C. Lewis, used a tractor and/or backhoe to move ground adjacent to the dirt access road immediately to the east of the "red building". Since the location of where said Respondent conducted the aforementioned digging is not in the immediate vicinity of the "silver building", the actions of said Respondent are in direct violation of Paragraph 1 of this Court's Order of August 1, 2005.

5. Plaintiffs/Petitioners, in addition to their own observations, have photographs, and/or third party witnesses otherwise available to testify as to the conduct of Respondents, Gerald C. Lewis and Roger E. Lewis as set forth in greater detail in Paragraphs 4 (i) through (xxv) hereof.

6. The abusive conduct of Respondents, Gerald C. Lewis and/or Roger E. Lewis, as set forth in Paragraph 4, subparagraphs (iv), (v), (viii), (x), (xii) and (xiii) hereof, took place prior to this Court's Order of September 16, 2005 which rescinded Paragraphs 2 and 3 of this Court's Order of August 1, 2005.

7. The conduct of Respondents, Gerald C. Lewis and/or Roger E. Lewis, as described in Paragraph 4 hereof, took place before the Leah Lewis Subdivision application was submitted to the appropriate authorities and thus before any deed could be recorded with the Clearfield County Recorder of Deeds, memorializing said subdivision.

8. Since neither Plaintiffs/Petitioners nor their counsel received from Defendant's counsel, a copy of said Respondent's Petition for Special Relief filed September 9, 2005, Plaintiffs/Petitioners categorically deny Paragraphs 5 through 16 of said Respondent's Petition for Special Relief, in their entirety.

WHEREFORE, Plaintiffs/Petitioners request that this Honorable Court make a finding of contempt by both Respondents, Gerald C. Lewis and Roger E. Lewis, and that the Court impose such sanctions and/or punishment that this Honorable Court deems appropriate.

Count II – Injunctive Relief

9. Plaintiffs/Petitioners hereby incorporate by reference Paragraphs 1 through 8 hereof as though set forth at length.

10. Based on actions of Respondent, Gerald C. Lewis, set forth in Paragraph 4 (vi), (xi) and (xii) hereof, whereby he attempted to divert water from the spring situate on land to become the sole and separate property of Petitioner Charles J. Lewis, Plaintiff/Petitioners request this Honorable Court enter an Order enjoining Respondents from attempting to divert any water from the existing ponds and/or spring situate to the north of the 7.142 acre tract which ultimately is to become the sole property of Respondents.

11. Respondents otherwise have access to public water as the same has been extended by the local municipal authority to the southeast corner of the approximate 18.55 acre property now owned solely by Respondent, Gerald C. Lewis which borders the 7.142 acre parcel on the East.

12. Since Plaintiff/Petitioner, Charles J. Lewis, utilizes the water from the aforementioned spring and adjacent ponds in conjunction with the Muddy Run Raceway, to allow Respondents to divert said water will cause said Plaintiff/Petitioner immediate and irreparable harm for which there is no adequate remedy at law.

13. On September 26 or September 27, 2005, Respondent, Gerald C. Lewis,

did as follows:

(i) in addition to the actions of Respondent, Gerald C. Lewis, as set forth in Paragraph 4 (xxiii), on either September 26 or September 27, 2005, said Respondent entered upon Plaintiff/Petitioner, Charles J. Lewis, fifty (50) foot right of way situate along the southeastern boundary of the 7.142 acre parcel to be retained by Leah M. Lewis and by use of heavy equipment said Respondent did fill in or obliterate all of the water diversion ditches erected by Plaintiff/Petitioner, Charles J. Lewis, to alleviate the diversion concerns caused by his construction of the aforementioned fifty (50) foot right of way, with said diversion ditches being at the suggestion and further instruction of the Clearfield County Conservation District.

14. Since the water sources Respondents have attempted to divert, (i.e. springs and ponds) are up elevation from where said Respondents have been digging, it is quite likely that if any future digging and/or earth moving is done within one hundred (100) feet of the common boundary line of the lands to become the sole property of Petitioner/Plaintiff, Charles J. Lewis, and the 7.142 acre parcel to be retained by Leah M. Lewis (but which is to be conveyed to Respondents), it is quite likely that any such digging and/or earth moving will cause the water diversion sought by the Respondents but to the immediate and irreparable harm to Plaintiff/Petitioner, Charles J. Lewis, and for which there is no adequate remedy of law.


WHEREFORE, Plaintiff/Petitioner, Charles J. Lewis, request this Honorable Court permanently enjoin Respondents, Gerald C. Lewis and Roger E. Lewis, from any attempts to divert water from the existing spring and/or ponds, and that said

Respondents and/or anyone acting on their behalf be specifically prohibited from earth moving and/or digging anywhere within a one hundred (100) foot radius of the northern boundary of the 7.142 acre parcel being retained by Defendant, Leah M. Lewis Borders, which Respondents' claim they are purchasing.

Respectfully submitted,

GATES & SEAMAN

By:

A handwritten signature in black ink, appearing to read "Andrew P. Gates", written over a horizontal line.

Andrew P. Gates, Esquire  
Attorney for Plaintiffs/Petitioners  
Charles J. Lewis and Catherine A. Duttry

Date: November 16, 2005

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

NO. 02-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS,  
Respondents

**ORDER**

NOW, this 1<sup>st</sup> day of August, 2005, the Court having considered Plaintiffs' Petition for Special Relief it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Until such time as the subdivision of the Leah M. Lewis Borders parcel is completed, as mandated by this Court's Order of September 8, 2003, and the deed from Leah M. Lewis Borders *et vir* to Charles J. Lewis and Catherine A. Duttry is recorded of record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, Respondents, Gerald C. Lewis and Roger E. Lewis are hereby enjoined from having access to any other portion of the Leah M. Lewis property other than the "silver building" in which they have already stored and located timber milling equipment. Said access to be limited to the hours of 8:00 a.m. through 8:00 p.m. on a daily basis;

EXHIBIT "A" (3 pages)



2. Respondents, Gerald C. Lewis and Roger E. Lewis are enjoined from verbally and/or physically abusing and/or threatening either Plaintiff/Petitioner Charles J. Lewis or Plaintiff/Petitioner Catherine A. Duttry at any time;

3. Respondents, Gerald C. Lewis and Roger E. Lewis are enjoined from having any telephone contact with either Plaintiff/Petitioner Charles J. Lewis or Plaintiff/Petitioner Catherine A. Duttry;

4. Until such time as Plaintiff/Petitioner Charles J. Lewis has safely relocated the electrical breaker box and accessories situate in the "red building" which are used to supply electric service to both the Muddy Run Raceway and the cabin situate on the 3.956 acre parcel to become the sole property of Plaintiff/Petitioner, Catherine A. Duttry, Respondents, Gerald C. Lewis and Roger E. Lewis, are enjoined from entering or otherwise utilizing the aforementioned "red building". The electrical work and relocation shall be completed in no more than 30 days from this date;

5. In the event of any violations of this Order by Respondents, Gerald C. Lewis and/or Roger E. Lewis, said Respondents will subject themselves to contempt proceeding upon this Court's consideration of a Petition filed by Plaintiffs/Petitioners to have said Respondents held in contempt;

6. Plaintiffs shall remove all property belonging to them which are located within the red and silver buildings by no more than 20 days from this date. Defendants/Respondents shall immediately remove any locks which may have been placed on either the red or silver buildings and permit access thereto;

7. All provisions of this Order shall lapse upon the recording of all deeds required by this Court's Order of July 28th, 2005.

BY THE COURT,

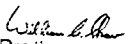
/s/ Fredric J. Ammerman

FREDRIC J. AMMERMAN  
President Judge

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

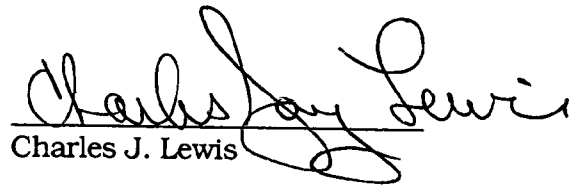
AUG 02 2005

Attest.

  
Prothonotary/  
Clerk of Courts

**VERIFICATION**

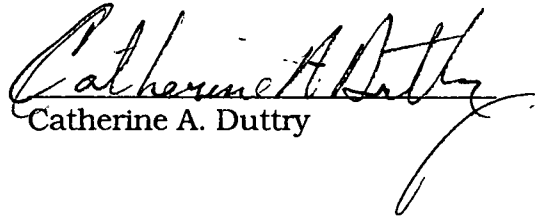
The undersigned verifies that he is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Petition are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Charles J. Lewis

DATE: 11-14-05

**VERIFICATION**

The undersigned verifies that she is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Petition are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Catherine A. Duttry

DATE: \_\_\_\_\_

11/15/05

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD LEWIS and ROGER LEWIS,  
Respondents

No. 2002-716-CD

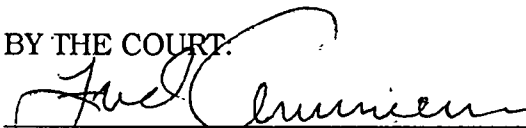
**RULE**

AND NOW, this 17 day of November, 2005, in consideration of the  
Plaintiff's Petition to Hold Respondents in Contempt and For Further Injunctive Relief,  
a Rule is entered upon Respondents, Gerald C. Lewis and Roger E. Lewis, to show  
cause why the relief requested in Plaintiff's Petition should not be granted.

RULE RETURNABLE for Hearing on the 23<sup>rd</sup> day of November, 2005, at  
9:00 o'clock 9 .m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA  
16830.

Service of a certified copy of Plaintiff's Petition and Rule to be served  
upon the named Respondents' attorney of record, Jeffrey DuBois, Esquire, by regular,  
1<sup>st</sup> class mail, postage prepaid.

BY THE COURT:

  
Fredric J. Ammerman, President Judge

**FILED**

NOV 17 2005

0731501

William A. Shaw

Prothonotary/Clerk of Courts

1 cert to Att

**FILED**

**NOV 17 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**NOV 17 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY, Petitioners

vs.

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

No. 2002-716-CD

Type of Case: Civil Action

Type of Pleading: Answer and New  
Matter To Petition For Hearing

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
2 North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

**FILED** 30c Atty Gates

9/8:51am  
NOV 23 2005

William A. Shaw  
Prothonotary

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY, Petitioners

vs.

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

ANSWER AND NEW MATTER TO PETITION FOR HEARING

AND NOW, come Plaintiffs, CHARLES J. LEWIS and CATHERINE A. DUTTRY, by and through their attorneys, GATES & SEAMAN, attorneys at law, who file this Answer to Petition For Hearing recently filed by Petitioners, Leah M. Borders, Walter Joseph Borders, Gerald C. Lewis and Roger E. Lewis, with Plaintiffs responding to said Petition as follows:

1. Admitted.
2. Denied. On the contrary, all issues raised in the pleadings during the trial were disposed of by this Court following a three day nonjury trial, by Court Order dated September 8, 2003, which Order was affirmed by the Pennsylvania Superior Court. By way of further answer, the only issue not resolved



came up later, namely, the exact location of the boundaries of the "pasture area" to be retained by Defendant Leah Lewis Borders which was resolved following a three hour factual hearing, on July 5, 2005, by this Court's Order dated July 28, 2005, a photocopy of which is attached hereto and made a part hereof as Exhibit "A".

3. Denied. On the contrary, the exact location of the northern boundary line of the "pasture area" to be retained by Defendant Leah M. Lewis Borders was determined following the factual hearing which took place on July 5, 2005 with the Court's adjudication of this very issue appearing in subparagraph 2(i) of this Court's Order of July 28, 2005, a copy of which is attached hereto and made a part hereof as Exhibit "A".

4. Denied. On the contrary, by virtue of Paragraph 2(i) of this Court's Order of July 28, 2005, this Court has already determined that said northern line was as shown in bold black ink on the Final Map of the Subdivision, dated March 3, 2005, prepared by Gary L. Thorp, PLS, with said pasture area to include the pink hatch area shown on said map.

5. Denied. On the contrary, the roadway which Respondents, Gerald C. Lewis and Roger Lewis wish to either move or close has been used for numerous years for providing access to the "pit area" of the Muddy Run Raceway and therefore, an easement by implication accompanies the 42.65 acres which is to become the sole property of Plaintiff, Charles J. Lewis.

6. Paragraph 6 is denied as stated. On the contrary, the roadway referred to in Paragraph 6 of Petitioner's Petition has been used for numerous years

for access to the back portion of the larger parcel and , has been used since the opening of the Muddy Run Raceway in 1989 to provide participants in the races with access to the pit area and to adjacent areas used for parking by the race participants. It is admitted that the roadway in question does travel between the red and silver buildings and is depicted on the Final Map of Subdivision prepared by Gary L. Thorp, PLS, dated March 3, 2005.

7. Paragraph 7 is denied as stated. On the contrary, the roadway in question has been used at all times since the Muddy Run Raceway opened in 1989 for providing access to the "pit area" and for participant parking. By way of further answer, it is believed and averred that the roadway in question has been in existence in excess of 21 years and by necessary application constitutes an easement by implication which is to benefit the 42.65 acre parcel which is to become the sole property of Plaintiff Charles J. Lewis. By way of further answer, the issues Petitioners now raise regarding the roadway in question should have been raised at the time of trial or at the very least in a Reply to the Answer and New Matter filed by Plaintiffs in response to Defendants Petition to Enforce Court Order which resulted in the lengthy factual hearing which took place in front of this Honorable Court on July 5, 2005. It is submitted, that since we have the same parties involved, as we did at the July 5, 2005 hearing, this issue has been waived. By way of further answer, there has been no legal authority cited by Petitioners' counsel to authorize this Court to bar Plaintiff Charles J. Lewis the continuing right to use the roadway in question, as a "easement by implication" which benefits the 42.685 acre parcel which is to

become said Plaintiff's sole property.

By way of further answer, the only interest Respondents Gerald C. Lewis and Roger Lewis have in these proceedings are they are the "putative purchasers" of the "pasture area" which this Court determined was to be retained by Defendant Leah M. Lewis Borders by virtue of the oral agreement she had with Plaintiffs which this Honorable Court deemed to exist by virtue of its Order of September 8, 2003 which adjudication was affirmed by the Pennsylvania Superior Court.

8. Paragraph 8 is denied as stated. On the contrary, the issues which Petitioners are asking the Court to review have already been decided by this Court, by virtue of its written opinion following the three day non jury trial that has been memorialized by this Court's Order of September 8, 2003, and/or by virtue of this Court's Order of July 28, 2005, which specifically determined the location of the northern boundary line of the "pasture area" to be retained by Defendant/Petitioner, Leah M. Lewis Borders.

WHEREFORE, Plaintiffs respectfully request that this Court deny the relief sought by Petitioners.

NEW MATTER

9. Plaintiffs incorporate herein by reference their responses to Paragraphs 1 through 8 hereof.

10. Petitioners request for relief should be denied on the theory of res judicata.

11. The relief sought by Petitioners should be denied on the theory of collateral estoppel.

12. Since none of the issues raised by Petitioners in their Petition for Hearing were raised either in the original pleadings, at the nonjury trial or at the factual hearing held July 5, 2005, which hearing dealt specifically with where the exact location of the northern boundary line should be for the "pasture area" to be retained by Defendant Leah M. Lewis Borders, these issues are deemed waived.

13. This Honorable Court should dismiss Petitioners request for Relief since to grant the same would be to allow said Petitioners to "collaterally attack" this Court's prior Orders of September 8, 2003 and July 28, 2005. Absent allegations of fraud or collusion, Petitioners should be prohibited from "collaterally attacking" this Court's prior findings.

14. For this Honorable Court to grant relief sought by Petitioners in their Petition for Hearing, the same would be completely contrary to the oral agreement this Court found existed between Plaintiffs and Defendant, Leah M. Lewis Borders.

15. It is submitted since the moving parties relative to said Petition for Hearing are not the original Defendants (Leah M. Lewis Borders and Walter Joseph Borders), but actually Respondents, Gerald C. Lewis and Roger Lewis, said Respondents have no standing to challenge this Court's previous findings in its Orders of September 8, 2003 and July 28, 2005 as they were not parties to the oral agreement which this Court found existed between Plaintiffs and Defendant, Leah M.

Lewis Borders.

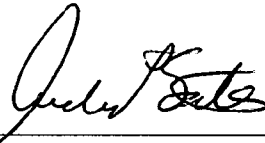
16. The fact that Defendant, Leah M. Lewis Borders, never signed a Verification verifying the facts set forth in Defendants prior Petition to Enforce Court Order and the current Petition for Hearing also supports that the real parties requesting changes to the Court's prior findings are actually Respondents Gerald C. Lewis and Roger Lewis who have no standing to do so since they were not parties to the original oral agreement.

WHEREFORE, Plaintiffs Charles J. Lewis and Catherine A. Duttry request that this Honorable Court dismiss, with prejudice, the aforementioned Petition for Hearing filed on behalf of Petitioners, Leah M. Lewis Borders, Walter Joseph Borders, Gerald C. Lewis and Roger E. Lewis.

Respectfully submitted,

GATES & SEAMAN

By:



Andrew P. Gates, Esquire  
Attorney for Plaintiffs,  
Charles J. Lewis and Catherine A. Duttry

Date: November 23, 2005

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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

CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
vs.	:	No. 2002-716-CD
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

ORDER

AND NOW this 28<sup>th</sup> day of July, 2005, upon consideration of Defendants' Petition to Enforce Court Order and Plaintiffs' Answer and New Matter filed in response to said Petition and after consideration of testimony offered at the July 5, 2005 hearing of Plaintiffs and by Gary L. Thorp, Professional Land Surveyor (P.L.S.), as well as the Exhibits introduced into evidence at the time of said hearing, which include said surveyors Final Map of Subdivision which includes his interpretation of Plaintiffs' Exhibit 10 admitted into evidence at the Non-Jury Trial as well as photographs submitted by Plaintiffs, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants' Petition to Enforce Court Order is denied in its entirety;
2. This Court finds that based upon the portions of the original non-jury trial record, referenced in Plaintiffs' Answer and New Matter filed in response to Defendants Petition to

Enforce Court Order and the other evidence and testimony received into evidence at the July 5, 2005 hearing from Plaintiffs and Gary L. Thorp, P.L.S., that:

(i) the northern boundary line of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is as shown in bold black ink on the Final Map of Subdivision, dated March 3, 2005 prepared by Gary L. Thorp, P.L.S. and, said pasture area is to include the pink hatch area shown on said map;

(ii) from the evidence presented, Plaintiffs' estimation in Paragraph 23(iii) of their Complaint that the area to be retained by Leah M. Lewis Borders amounted to approximately ten (10) acres was inaccurate and that the correct size of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is accurately depicted in the Final Map of Subdivision dated March 3, 2005, and consists of a total of 7.142 acres (being the sum of what is designated thereon as Parcel 2, containing 6.585 acres, and the pink hatch area, containing 0.557 acres; and

(iii) Defendants have pointed to no credible evidence from either the non-jury trial record or introduced at the July 5, 2005 hearing which supports their contention that the "land to be retained" by Defendant Leah M. Lewis Borders by virtue of the oral agreement this Court found to exist between Plaintiffs and said Defendant was to include any acreage north of the area designated on Mr. Thorp's Final Map Subdivision as the

"pink hatch area" so as to bring the total acreage to be retained by Defendant Leah M. Lewis Borders up to at least 10.0 acres;

3. Based on this Court's findings as set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 1 of its Order of September 8, 2003 so the same now reads as follows:

"Within ten (10) days of Defendants' attorney being provided with a special warranty deed, to be prepared by Plaintiffs' attorney, conveying the Bigler Township real estate from Defendants to Plaintiffs, but excepting and reserving therefrom the land to be retained by Defendant, Leah M. Lewis Borders, Defendants Leah M. Lewis Borders and Walter Joseph Borders shall properly execute, and return to Plaintiffs' attorney said deed. The land to be retained by Leah M. Lewis Borders is to consist of the red and silver buildings and the 7.142 acre parcel as depicted on the Final Map of Subdivision, dated March 3, 2005, prepared by Gary L. Thorp, P.L.S. Upon receipt of said executed special warranty deed from Defendants, Plaintiffs' attorney is to promptly conduct settlement of said real estate conveyance according to the terms set forth elsewhere in this Order and upon recording of said deed in the Office of the Recorder of Deeds of Clearfield County, Plaintiff, Catherine A. Duttry shall pay to Defendant, Leah M. Lewis Borders the consideration set forth in Paragraph 4 of this Order, with adjustments to be made for the proration of real estate taxes as provided for in Paragraph 5 of this Order."

4. Based on the findings set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 2 of its Order of September 8, 2003 so the same now reads as follows:

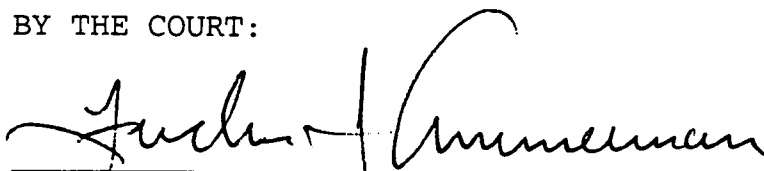
"Within twenty (20) days of Plaintiffs' attorney providing to Defendants' attorney the Final Map of Subdivision (to be revised by Gary L. Thorp, P.L.S. in accordance with this Order), Defendant, Leah M. Lewis Borders, shall execute and return to Plaintiffs' attorney all requested copies of the following: (i) revised Final Map of Subdivision, (ii) subdivision application and (iii) any ancillary documents which in the opinion of Gary L. Thorp, P.L.S., must be executed by the record owner as part of the subdivision approval process. Upon receipt of said executed documents by Plaintiffs' attorney, the same are to be promptly



submitted to the proper authorities so that the subdivision necessitated by this Court's findings can be approved. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage conveyed to them subdivided, and likewise showing that portion of the real estate to be retained by Defendant Leah M. Lewis Borders.

5. Other than as amended by this Order, this Court's Order of September 8, 2003 remains in full force and effect.

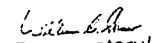
BY THE COURT:

  
Fredric J. Ammerman, President Judge

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

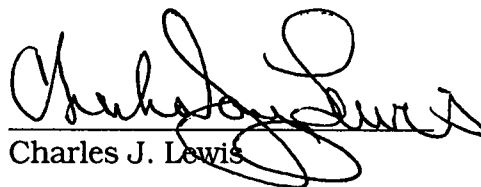
JUL 29 2005

Attest.

  
Notary Public/  
Clerk of Courts

**VERIFICATION**

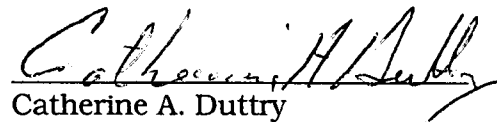
The undersigned verifies that he is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Answer and New Matter to Petition for Hearing are true and correct to the best of his knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Charles J. Lewis

DATE: 11-23-05

**VERIFICATION**

The undersigned verifies that she is one of the Plaintiffs/Petitioners in the within action, and that the statements made in the foregoing Answer and New Matter to Petition for Hearing are true and correct to the best of her knowledge, information and belief. The undersigned understands that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Catherine A. Duttry

DATE: Nov 23. 05

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHARLES J. LEWIS, et al. :

VS. : NO. 02-716-CD

LEAH M. LEWIS, et al. :

**FILED**

NOV 23 2005

0/11:05/W  
William A. Shaw

Prothonotary/Clerk of Courts

2 Cnts to Debs  
2 Cnts to Gate

O R D E R

NOW, this 23rd day of November, 2005, this being the date set for hearing on Plaintiffs' Petition to Hold Respondents in Contempt and for further Injunctive Relief, and upon Defendants' Petition for Hearing, and upon consideration of argument of counsel for both Plaintiffs and Defendants, the Court enters the following ORDER:

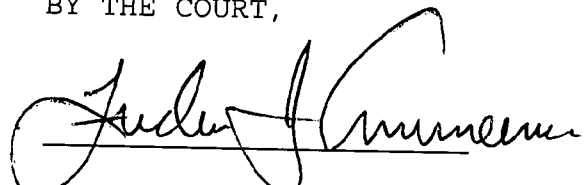
1. Without this Court considering any testimony and there being no finding of the Contempt allegations made by Plaintiffs in their Petition directed against Respondents Gerald C. Lewis and Roger Lewis, within thirty (30) days of the date of this Order, said Respondents shall pay to Andrew P. Gates, Esquire, attorney for Plaintiffs, the sum of Eight Hundred Dollars (\$800.00) towards Plaintiffs' attorney's fees. Should said Respondents not pay the aforementioned amount to Plaintiffs' counsel, Plaintiffs' counsel shall file an Affidavit of Nonreceipt of Payment. Upon the filing of said Affidavit, the Court Administrator's Office is directed to schedule a hearing pertaining to Respondents nonpayment of said attorney's fees.

2. Notwithstanding prior orders, Respondents are hereby authorized use and access to both the red and silver buildings, and Plaintiffs will not obstruct access to either building.

3. All parties are at liberty to tape-record any telephone discussions or in-person meetings or encounters which they have, using either a concealed or unconcealed tape recorder and/or video camera. The provisions of this Order shall override any provisions of the Pennsylvania Wiretap Statute.

4. The Defendants' Petition relative Outstanding Issues is hereby Dismissed.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

: No. 2002-716-CD  
:  
:  
: Type of Case: Civil Action  
:  
: Type of Pleading: Affidavit of Service  
:  
:  
: Filed on behalf of: Plaintiff  
:  
:  
:  
:  
:  
: Counsel of Record for this Party:  
: Andrew P. Gates  
:  
:  
: Supreme Court No.: 36604  
:  
:  
: GATES & SEAMAN  
: Attorneys at law  
: 2 North Front Street  
: P. O. Box 846  
: Clearfield, Pennsylvania 16830  
: (814) 765-1766  
:  
:  
:

FILED <sup>NO CC</sup>  
m/j: DORBY  
NOV 28 2005 (5)

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA

:  
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: SS:  
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COUNTY OF CLEARFIELD

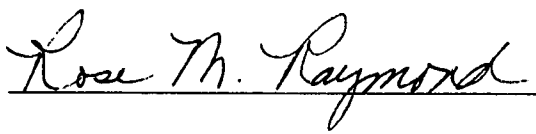
Andrew P. Gates, Esquire, Attorney for Plaintiff, being duly sworn according to law, states he sent via facsimile (to 1-814-375-8710) and mailed by regular U. S. mail, postage prepaid, on November 17, 2005, a certified true and correct copy of Plaintiff's Petition to Hold Respondents In Contempt and for Further Injunctive Relief, including the Rule scheduling the Hearing for November 23, 2005 at 9:00 A.M. to:

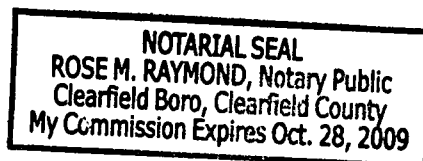
Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801.

  
\_\_\_\_\_  
Andrew P. Gates, Esquire  
Attorney for Plaintiffs

Sworn to and subscribed before

me this 22<sup>nd</sup> day of November, 2005.

  
\_\_\_\_\_  
Rose M. Raymond



## CA

No. 2002-716-CD

Type of Case: Civil

Type of Pleading: Petition to Hold  
Respondent Leah M. Lewis, now  
known as Leah M. Borders in  
Contempt

Counsel of Record for this Party:  
Andrew P. Gates

**GATES & SEAMAN**  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

FILED 1cc  
01/3-13/01 Atty  
DEC 15 2005 Gates

William A. Shaw  
Prothonotary/Clerk of Courts



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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

PETITION TO HOLD DEFENDANT/RESPONDENT,  
LEAH M. LEWIS, now known as LEAH M. BORDERS, IN CONTEMPT

NOW COME, Plaintiffs/Petitioners, Charles J. Lewis and Catherine A. Duttry, who Petition this Court to hold Respondent Leah M. Lewis, now known as Leah M. Borders, in contempt of specific provisions of this Court's Order of July 28, 2005 and in support thereof your Petitioners assert the following:

1. Following a half-day evidentiary hearing which took place on July 5, 2005, this Court entered its Order dated July 28, 2005 (photocopy of which is attached hereto and made a part hereof as Exhibit "A"), wherein in Paragraph 4 thereof the Court amended Paragraph 2 of its Order of September 8, 2003 so that the same now reads as follows:

"Within twenty (20) days of Plaintiffs' attorney providing to Defendants' attorney the Final Map of Subdivision (to be revised by Gary L. Thorp, P.L.S. in accordance with this Order), Defendant, Leah M. Lewis Borders, shall execute and return to Plaintiffs' attorney all requested copies of the following: (1) revised Final Map of Subdivision, (ii) subdivision application and (iii) any ancillary documents which in the opinion of Gary L. Thorp, P.L.S., must be executed by the record owner as part of the subdivision approval process. Upon receipt of said executed documents by Plaintiffs' attorney, the same are to be promptly submitted to the proper authorities so that the subdivision necessitated by this Court's findings can be approved. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage conveyed to them subdivided, and likewise showing that portion of the real

estate to be retained by Defendant Leah M. Lewis Borders.”.

2. All of the relevant documents referenced in Paragraph 4 of this Court’s Order of July 28, 2005 were delivered into the possession of said Defendant’s attorney, Jeffrey S. DuBois, Esquire, following the hearing held in front of this Honorable Court on November 23, 2005 by the Plaintiffs’ engineer, Gary L. Thorp, P.L.S., who explained to said attorney where said documents needed to be signed by Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, so that the same could be submitted to the Clearfield County Planning Commission for consideration at its December 2005 meeting.

3. Defendant’s attorney, at the time of the delivery of said documents recited in Paragraph 2 hereof, advised Plaintiffs’ counsel Defendant, Leah M. Lewis, n/k/a Leah M. Lewis Borders, would be in Pennsylvania during late November, 2005 for buck season and he would be meeting with her at that time.

4. Since twenty (20) days have elapsed since the documents were delivered into the hands of Jeffrey S. DuBois, Esquire, it is believed and therefore averred that Defendant, Leah M. Lewis, n/k/a Leah M. Lewis Borders, has refused and is unwilling to execute the required documents so that the subdivision of her larger parcel situate in Bigler Township, Clearfield County, Pennsylvania can be accomplished.

5. It is submitted that given the protracted nature of these proceedings and the specific time table set forth in this Court’s Order of July 28, 2005 for Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, to sign the requisite subdivision documents, that said Defendant/Respondent’s refusal or failure to do so

constitutes dilatory, obdurate, vexatious and/or bad faith conduct as said terms are utilized in 42 Pa.C.S.A. §2503(7) & (9), and it would be totally appropriate for this Court to sanction said Defendant/Respondent by awarding Plaintiffs/Petitioners' attorney's fees in an amount sufficient to cover their cost in presenting this Petition to the Court.

6. Your Petitioners engaged the undersigned attorney to represent them in this continuing matter, and are currently compensating him at the rate of \$125.00 per hour in presenting this matter.

WHEREFORE, Plaintiffs/Petitioners request this Honorable Court make a finding of contempt by Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, of Paragraph 4 of its Order of July 28, 2005, and to impose sanctions and/or punishment which this Court deems appropriate in order to compel the Respondent to carry out her obligations under Paragraph 4 of this Court's Order of July 28, 2005.

Respectfully submitted,

GATES & SEAMAN

By:



Andrew P. Gates, Esquire  
Attorney for Plaintiffs/Petitioners  
Charles J. Lewis and Catherine A. Duttry

Date: Dec 15, 2005

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

ORDER

AND NOW this 28<sup>th</sup> day of July, 2005, upon consideration of Defendants' Petition to Enforce Court Order and Plaintiffs' Answer and New Matter filed in response to said Petition and after consideration of testimony offered at the July 5, 2005 hearing of Plaintiffs and by Gary L. Thorp, Professional Land Surveyor (P.L.S.), as well as the Exhibits introduced into evidence at the time of said hearing, which include said surveyors Final Map of Subdivision which includes his interpretation of Plaintiffs' Exhibit 10 admitted into evidence at the Non-Jury Trial as well as photographs submitted by Plaintiffs, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants' Petition to Enforce Court Order is denied in its entirety;

2. This Court finds that based upon the portions of the original non-jury trial record, referenced in Plaintiffs' Answer and New Matter filed in response to Defendants Petition to

Enforce Court Order and the other evidence and testimony received into evidence at the July 5, 2005 hearing from Plaintiffs and Gary L. Thorp, P.L.S., that:

(i) the northern boundary line of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is as shown in bold black ink on the Final Map of Subdivision, dated March 3, 2005 prepared by Gary L. Thorp, P.L.S. and, said pasture area is to include the pink hatch area shown on said map;

(ii) from the evidence presented, Plaintiffs' estimation in Paragraph 23(iii) of their Complaint that the area to be retained by Leah M. Lewis Borders amounted to approximately ten (10) acres was inaccurate and that the correct size of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is accurately depicted in the Final Map of Subdivision dated March 3, 2005, and consists of a total of 7.142 acres (being the sum of what is designated thereon as Parcel 2, containing 6.585 acres, and the pink hatch area, containing 0.557 acres; and

(iii) Defendants have pointed to no credible evidence from either the non-jury trial record or introduced at the July 5, 2005 hearing which supports their contention that the "land to be retained" by Defendant Leah M. Lewis Borders by virtue of the oral agreement this Court found to exist between Plaintiffs and said Defendant was to include any acreage north of the area designated on Mr. Thorp's Final Map Subdivision as the

"pink hatch area" so as to bring the total acreage to be retained by Defendant Leah M. Lewis Borders up to at least 10.0 acres;

3. Based on this Court's findings as set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 1 of its Order of September 8, 2003 so the same now reads as follows:

"Within ten (10) days of Defendants' attorney being provided with a special warranty deed, to be prepared by Plaintiffs' attorney, conveying the Bigler Township real estate from Defendants to Plaintiffs, but excepting and reserving therefrom the land to be retained by Defendant, Leah M. Lewis Borders, Defendants Leah M. Lewis Borders and Walter Joseph Borders shall properly execute, and return to Plaintiffs' attorney said deed. The land to be retained by Leah M. Lewis Borders is to consist of the red and silver buildings and the 7.142 acre parcel as depicted on the Final Map of Subdivision, dated March 3, 2005, prepared by Gary L. Thorp, P.L.S. Upon receipt of said executed special warranty deed from Defendants, Plaintiffs' attorney is to promptly conduct settlement of said real estate conveyance according to the terms set forth elsewhere in this Order and upon recording of said deed in the Office of the Recorder of Deeds of Clearfield County, Plaintiff, Catherine A. Duttry shall pay to Defendant, Leah M. Lewis Borders the consideration set forth in Paragraph 4 of this Order, with adjustments to be made for the proration of real estate taxes as provided for in Paragraph 5 of this Order."

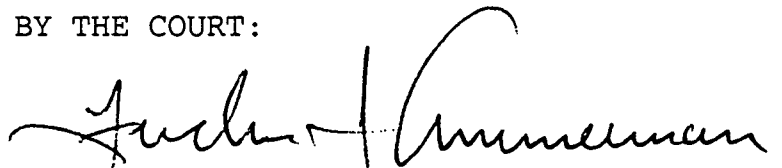
4. Based on the findings set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 2 of its Order of September 8, 2003 so the same now reads as follows:

"Within twenty (20) days of Plaintiffs' attorney providing to Defendants' attorney the Final Map of Subdivision (to be revised by Gary L. Thorp, P.L.S. in accordance with this Order), Defendant, Leah M. Lewis Borders, shall execute and return to Plaintiffs' attorney all requested copies of the following: (i) revised Final Map of Subdivision, (ii) subdivision application and (iii) any ancillary documents which in the opinion of Gary L. Thorp, P.L.S., must be executed by the record owner as part of the subdivision approval process. Upon receipt of said executed documents by Plaintiffs' attorney, the same are to be promptly

submitted to the proper authorities so that the subdivision necessitated by this Court's findings can be approved. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage conveyed to them subdivided, and likewise showing that portion of the real estate to be retained by Defendant Leah M. Lewis Borders.

5. Other than as amended by this Order, this Court's Order of September 8, 2003 remains in full force and effect.

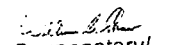
BY THE COURT:

  
Fredric J. Ammerman, President Judge

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

JUL 29 2005

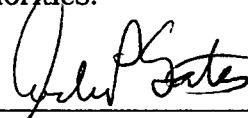
Attest.

  
Promonotary/  
Clerk of Courts

**VERIFICATION**

I, ANDREW P. GATES, ESQUIRE, Counsel for Plaintiffs/Petitioners, Charles J. Lewis and Catherine A. Duttry, verify that the statements made in this Petition are true and correct based upon my information and belief.

Plaintiffs/Petitioners' counsel, as opposed to Plaintiffs/Petitioners, makes this Verification since all facts alleged herein are personally known by said attorney. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. §4904 relating to unworn falsification to authorities.



\_\_\_\_\_  
Andrew P. Gates, Esquire

Date: December 15, 2005



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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No. 2002-716-CD

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2006, being the date set for the Rule Returnable for Hearing on Plaintiffs/Petitioners' Petition to hold Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, in Contempt and the Court finding there is no justifiable reason and/or excuse for said Defendant/Respondent not to execute the necessary subdivision application, Final Map of Subdivision, and documents to be submitted to the Clearfield County Planning Commission seeking subdivision approval, the Court hereby finds Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, to be in contempt and orders the imposition of the following sanctions:

1. Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, shall pay to Plaintiffs' counsel attorney's fees and costs in the amount of \$\_\_\_\_\_ within twenty (20) days of the date of this Order;

2. Unless all documents provided to Plaintiff's attorney by Gary L. Thorp, P.L.S., are executed by Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, and returned to Plaintiffs' counsel within ten (10) days of the date of this Order, the following additional sanctions will be imposed:

(i)

(ii)

BY THE COURT:

\_\_\_\_\_  
Fredric J. Ammerman, President Judge

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

No. 2002-716-CD

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

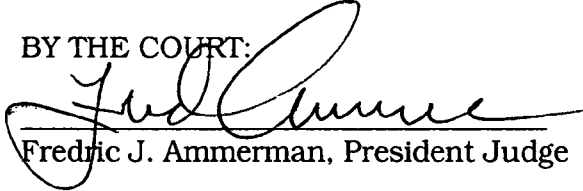
**RULE**

AND NOW, this 19<sup>th</sup> day of December, 2005, in consideration of the Plaintiff's Petition to Hold Defendant/Respondent, Leah M. Lewis, now known as Leah M. Borders, In Contempt, a Rule is issued upon said Defendant/Respondent to show cause why the relief requested in Plaintiff's Petition should not be granted.

RULE RETURNABLE for Hearing on the 11<sup>th</sup> day of January, 2006, at 11:30 o'clock 9.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA 16830.

Service of a certified copy of Plaintiff's Petition and this Rule to be served upon the named Respondent's attorney of record, Jeffrey S. DuBois, Esquire, by regular, 1<sup>st</sup> class mail, postage prepaid.

BY THE COURT:

  
Fredric J. Ammerman, President Judge

FILED <sup>ICC</sup>  
019:29/01 Amy Gates  
DEC 21 2005 (6K)

William A. Shaw  
Prothonotary-Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

No. 2002-716-CD

Type of Case: Civil Action

Type of Pleading: Affidavit of Service

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
2 North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

FILED <sup>NO CC</sup>  
DEC 23 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

and

GERALD C. LEWIS and ROGER E.  
LEWIS, Respondents

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SS:

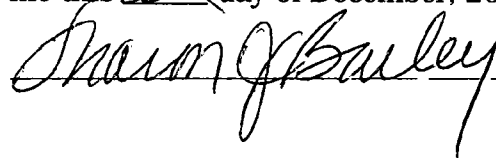
Andrew P. Gates, Esquire, Attorney for Plaintiff, being duly sworn according to law, states he mailed by regular U. S. mail, postage prepaid, on December 22, 2005, a certified true and correct copy of Plaintiff's Petition to Hold Respondent Leah M. Lewis, now known as Leah M. Borders In Contempt, including the Rule scheduling the Hearing for January 11, 2006 at 11:30 A.M. to:

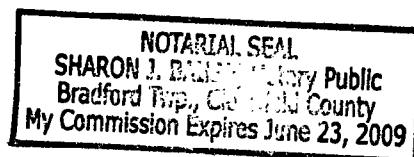
Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801.

  
\_\_\_\_\_  
Andrew P. Gates, Esquire  
Attorney for Plaintiffs

Sworn to and subscribed before

me this 22nd day of December, 2005.

  
\_\_\_\_\_  
Sharon J. Bailey



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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,

Plaintiffs

Vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,

Defendants

No. 2002-716-CD

Type of Pleading:

**DEFENDANT LEAH BORDERS  
RESPONSE TO PLAINTIFF'S  
PETITION FOR CONTEMPT**

Filed on Behalf of:  
DEFENDANT-LEAH BORDERS

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

**FILED**

0/11:14 am

JAN 11 2008

3cc Atty J. DuBois

um

William A. Shaw  
Prothonotary

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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**DEFENDANT LEAH BORDERS RESONSE TO**  
**PLAINTIFF'S PETITION FOR CONTEMPT**

AND NOW, comes LEAH M. BORDERS by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Response to Plaintiff's Petition for Contempt and in support thereof avers the following:

1. After the Hearing before this Honorable Court in November, the undersigned, along with attorney for Plaintiff, met with the Surveyor to get the documents necessary to be signed for the subdivision.
2. The person who needed to sign said documents was Defendant, Leah Borders, as she is the named person on the deed.
3. Said Leah Borders was in Alexandria, Indiana, and was not present at the time of the Hearing in November.

4. The undersigned learned that the Defendant, Leah Borders, would likely be coming to the area over the Thanksgiving holiday and therefore the undersigned informed counsel for Plaintiff that he would attempt to have her sign over the holiday.

5. Because Defendant Leah Borders was not home for a long period of time over the holiday and mostly the holiday weekend, the undersigned was not able to get Defendant Leah Borders to sign at that time.

6. Therefore, in the first part of December, the paperwork with respect to the subdivision was sent out to Leah Borders at her home in Indiana.

7. Thereafter, Defendant Leah Borders did sign said documents for the subdivision and return the same to the undersigned's office.

8. Then, on January 6, 2006, said signed documents were delivered by the undersigned to counsel for Plaintiff's office.

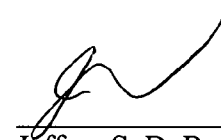
9. Because of the fact said documents have been signed, and have been returned to Plaintiff's counsel's office, there is no contempt in this matter.

10. This is especially true in light of the fact that Defendant lives out of state and the signing of these documents took only approximately one month to one and one half months, and this was all completed over the holiday period.

11. Therefore, there is no contempt in this particular case and Plaintiff's Petition should be dismissed in its entirety.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's petition in its entirety.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. DuBois', is written over a horizontal line.

Jeffrey S. DuBois, Esquire  
Attorney for Defendant




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

CHARLES J. LEWIS and	:	No. 2002-716-CD
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 11<sup>th</sup> day of January, 2006, I served a true and correct copy of the within Defendant Leah Borders Response to Plaintiff's Petition for Contempt by first class mail, postage prepaid, on the following:

Andrew P. Gates, Esquire  
P.O. Box 846  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY

-vs-

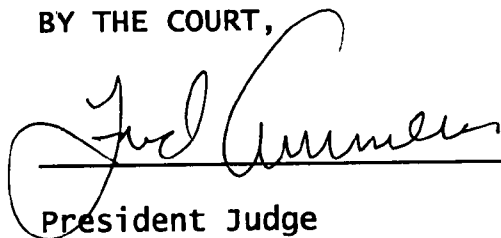
LEAH M. LEWIS, now known as :  
LEAH M. BORDERS, and WALTER :  
JOSEPH BORDERS :

No. 02-716-CD

O R D E R

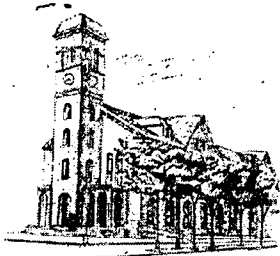
NOW, this 11th day of January, 2006, following argument on the Plaintiffs' Petition to Hold Respondents in Contempt, it is the ORDER of this Court that said Petition be and hereby denied.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

**FILED** <sup>acc</sup>  
01/11/2006  
JAN 13 2006  
Amy Gates  
DuBois

William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 11/3/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 2002-716-CD  
CIVIL DIVISION

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

-VS-

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and WALTER  
JOSEPH BORDERS, Defendants

PETITION TO HOLD DEFENDANTS/  
RESPONDENTS, LEAH M. LEWIS  
NOW KNOWN AS LEAH M. BORDERS,  
AND WALTER JOSEPH BORDERS,  
IN CONTEMPT

LAW OFFICES  
GATES & SEAMAN  
2 NORTH FRONT STREET  
P.O. BOX 846  
CLEARFIELD, PA. 16830

THE PLANKENHORN CO., WILLIAMSPORT, PA.

FILED

MAY 11 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 2002-716-CD

Type of Case: Civil

Type of Pleading: Petition to Hold  
Defendants/Respondents, Leah M.  
Lewis, now known as Leah M. Borders,  
and Walter Joseph Borders, in  
Contempt

Filed on behalf of: Plaintiffs/Petitioners

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

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MAY 11 2006 GR

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

PETITION TO HOLD DEFENDANTS/RESPONDENTS,  
LEAH M. LEWIS, NOW KNOWN AS LEAH M. BORDERS  
AND WALTER JOSEPH BORDERS, IN CONTEMPT

NOW COME, Plaintiffs/Petitioners, Charles J. Lewis and Catherine A. Duttry, who Petition this Court to hold Respondents, Leah M. Lewis, now known as Leah M. Borders and Walter Joseph Borders, her husband, in contempt of specific provisions of this Court's Order of July 28, 2005 and in support thereof Petitioners assert the following:

1. Following a half-day evidentiary hearing which took place on July 5, 2005, this Court entered its Order dated July 28, 2005 (photocopy of which is attached hereto and made a part hereof Exhibit "A"), wherein in Paragraph 3 thereof the Court amended Paragraph 1 of its Order of September 8, 2003 so that the same now reads as follows:

"Within ten (10) days of Defendants' attorney being provided with a special warranty deed, to be prepared by Plaintiffs' attorney, conveying the Bigler Township real estate from Defendants to Plaintiffs, but excepting and reserving therefrom the land to be retained by Defendant, Leah M. Lewis Borders, Defendants Leah M. Lewis Borders and Walter Joseph Borders shall properly execute, and return to Plaintiffs' Attorney said deed. The land to be retained by Leah M. Lewis Borders is to consist of the red and silver buildings and the 7.142 acre parcel as depicted on the Final Map of Subdivision, dated

March 3, 2005, prepared by Gary L. Thorp, P.L.S. Upon receipt of said executed special warranty deed from Defendants, Plaintiffs' attorney is to promptly conduct settlement of said real estate conveyance according to the terms set forth elsewhere in this Order and upon recording of said deed in the Office of the Recorder of Deeds of Clearfield County, Plaintiff, Catherine A. Duttry shall pay to Defendant, Leah M. Lewis Borders the consideration set forth in Paragraph 4 of this Order, with adjustments to be made for the proration of real estate taxes as provided for in Paragraph 5 of this Order."

2. Following the approval of the subdivision of the larger Leah M. Lewis parcel situate in Bigler Township, Clearfield County, Pennsylvania, by the Clearfield County Planning Commission at its meeting of March 6, 2006, thereafter by letter dated and mailed March 21, 2006, Plaintiffs' counsel forwarded to Defendants' counsel originals of the following so that the conveyances directed by this Court in its Order of September 8, 2003 could be finalized so that upon the occurrence of settlement and recording of the deeds in question, Plaintiff, Catherine A. Duttry, would then pay to Defendant, Leah M. Borders, the consideration ordered by the Court in Paragraph 4 of its Order of September 8, 2003 following the adjustments made for the proration and apportionment of the real estate taxes as provided for in Paragraph 5 of the Court's Order of September 8, 2003. The documents accompanying Plaintiffs' counsel's letter to defense counsel were as follows:

- a. Original deed from Leah M. Lewis et al to Catherine A. Duttry for the log cabin and 3.956 acres identified on the approved subdivision map as Parcel 1 of the Charles J. Lewis and Catherine A. Duttry Subdivision;
- b. Original deed from Leah M. Lewis et al to Charles J. Lewis et ux for Parcel 3 of the aforementioned subdivision consisting of 46.353 acres;
- c. Original of the approved subdivision map which had now been

signed off on by the Clearfield County Planning Commission and which previously had been signed off on by the Bigler Township Supervisors; and

d. Suggested deed description for Parcel 2 of the aforementioned Subdivision (7.142 acres) which Defendant, Leah M. Borders, had previously agreed to sell and convey unto her father, Gerald Lewis, and her brother, Roger Lewis. Photocopies of Plaintiffs' attorney's letter of March 21, 2006 and the proposed deeds from Leah M. Lewis et al to Catherine Duttry and Charles J. Lewis et ux are attached hereto and made a part hereof as Exhibits "B", "C" and "D".

3. Thereafter, by letter dated March 28, 2006, which was forwarded to Defendants' attorney by facsimile, Plaintiffs' attorney provided Defendants' attorney with the following:

(i) proposed Closing Memorandum of the real estate conveyances to take place as represented by the Deeds forwarded to Defendants' attorney by letter of March 21, 2006;

(ii) work sheets prepared by Gates and Seaman's paralegal prorating the annual real estate taxes in accordance with the Court's September 8, 2003 Order which work sheets also apportioned responsibility of the percentages of the three (3) parcels being created by the Leah M. Lewis Subdivision, which apportionments took into consideration the assessed value of not only the acreage but also the assessed value of any improvements located on the three (3) subdivided parcels which were to become the sole and separate property of the respective party in question.

(iii) apportionment of the 2006 real estate taxes which presumed the 2006 county and township taxes would be paid at discount which had to be done on



or before April 28, 2006.

A photocopy of Plaintiffs' counsel's letter of March 28, 2006 to Defendants' counsel pertaining to the above-referenced information is attached hereto and made a part hereof as Exhibit "E", while a copy of the proposed Closing Memorandum is attached hereto as Exhibit "F", and the worksheets prepared by Plaintiffs' counsel's paralegal apportioning and prorating the real estate taxes for the three parcels created by the approved Subdivision are attached hereto and made a part hereof, collectively, as Exhibit "G".

4. Since the real estate taxes on the entire Leah M. Lewis Bigler Township tract remained delinquent for the years 2003, 2004 and 2005, Plaintiffs, in order to prevent further interest accruing and penalties being assessed, paid the delinquent 2003, 2004 and 2005 real estate taxes by providing Plaintiffs' counsel with the funds to do so with said taxes being paid off in full with the Clearfield County Tax Claim Bureau on March 31, 2006. Attached hereto and made a part hereof, collectively, as Exhibit "H" are copies of the certified funds provided to Plaintiffs' counsel by Plaintiffs which were deposited in Plaintiff counsel's escrow account at County National Bank, a copy of the escrow check paid to the Clearfield County Tax Claim Bureau on March 31, 2006 to pay off the delinquent 2003, 2004 and 2005 real estate taxes, and copies of the receipts evidencing payment of the delinquent taxes by Gates and Seaman, Attorneys at Law, on behalf of Charles J. Lewis and Catherine A. Duttry.

5. In addition to the aforementioned correspondence, Plaintiffs' counsel also checked with defense counsel's office by telephone and Attorney DuBois's secretary

on April 5, 2006 advised the original deeds accompanied by Plaintiffs' counsel's letter of March 21, 2006 were mailed to Respondent, Leah M. Borders, along with the proposed closing memorandum, but as of that day, they have not received back any executed deeds.

6. By Plaintiffs' counsel's letter to Defendants' counsel dated and mailed April 6, 2006, Plaintiffs' counsel informed defense counsel that his clients had paid the delinquent 2003, 2004 and 2005 real estate taxes and also informed defense counsel that Plaintiffs were ready to close any time on this transaction upon being provided with the original executed deeds, the executed closing memorandum and an executed W-9 by Defendant, Leah M. Borders. A copy of said April 6, 2006 letter of Plaintiffs' counsel is attached hereto and made a part hereof as Exhibit "I".

7. When Plaintiffs' counsel received no other word from Defendants' counsel as to the status of the original deeds, closing memorandum and W-9 to be submitted by Defendants, Plaintiffs' counsel again wrote to Defendants' counsel, by letter dated April 21, 2006, advising him of the need for this transaction to be closed and also reminding him that his clients were to have returned the signed deeds and other required documents within ten (10) days of Defendants' counsel being provided the same. Attached hereto and made a part hereof as Exhibit "J" is a copy of Plaintiffs' counsel's letter of April 21, 2006 mailed and faxed to Defendants' counsel on that date.

8. By telephone call made by Defendants' counsel to Plaintiffs' counsel on Tuesday, April 25, 2006, Defendants' counsel advised he was telephoning his clients to have them overnight the signed deeds and other signed documents so closing

could still take place by Friday, April 28, 2006 so all parties could receive the benefit of having the 2006 county and township real estate taxes paid at discount.

9. As of the date Plaintiffs' counsel is filing this Petition, namely, Thursday, May 11, 2006, Plaintiffs' counsel has yet to receive from the Defendants' and/or their counsel the following which he needs to conduct closing as directed by the Court:

(a) Original executed notarized deed from Leah M. Borders et ux to Catherine Duttry;

(b) Original executed notarized deed from Leah M. Borders et ux to Charles J. Lewis et ux;

(c) Signed W-9 form of Leah M. Borders; and

(d) Signed Closing Memorandum from Leah M. Borders and Walter Joseph Borders.

10. Provided Defendants' attorney received the original deeds mailed to him by Plaintiffs' counsel's letter of March 21, 2006 within two (2) business days (i.e. March 23, 2006), 49 days have gone by since the deeds in question were provided to Defendants' counsel which were to have been duly executed and returned to Plaintiffs' counsel within ten (10) days as mandated by this Court's Order of July 28, 2005.

11. Since more than ten (10) days have elapsed since the deeds to be executed were provided to Defendants' counsel, Jeffrey S. DuBois, Esquire, it is believed and therefore averred that Defendants/Respondents, Leah M. Lewis, n/k/a Leah M. Borders, and Walter Joseph Borders, are refusing and/or unwilling to execute said required deeds and related documents so that the real estate

14. Petitioners engaged the undersigned attorney to represent them in this continuing matter and are currently compensating Andrew P. Gates, Esquire, at the rate of \$125.00 per hour.

15. Should, for any reason, Defendants/Respondents, Leah M. Lewis, now known as Leah M. Borders, and Walter Joseph Borders, her husband, still refuse or fail to sign the requisite deeds prepared by Plaintiffs' attorney after receiving a certified copy of this Petition to have them held in contempt, then Plaintiffs request this Honorable Court direct that the conveyances to be made to Catherine A. Duttry and Charles J. Lewis et ux be made by the Clearfield County Prothonotary to be appointed for that purpose pursuant to the authority this Court has pursuant to 21 P.S. §53 and that all additional attorney's fees and related costs incurred to have Plaintiffs' counsel redo the deeds be subtracted from the sale proceeds to be paid to Defendant, Leah M. Borders.

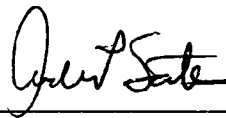
WHEREFORE, Plaintiffs/Petitioners request this Honorable Court make a finding of contempt by Defendants/Respondents, Leah M. Lewis, now known as Leah M. Lewis Borders, and Walter Joseph Border, her husband, of Paragraph 3 of this Court's Order of July 28, 2005 and to impose sanctions and/or punishment as this Court deems appropriate in order to compel said Respondents to carry out their obligations under Paragraph 3 of the Court's Order of July 28, 2005, which would necessarily include said Defendants/Respondents executing the deeds in question in the presence of a Notary Public, executing the Closing Memorandum prepared by the Offices of Gates and Seaman, Attorneys at Law, and Defendant, Leah M. Lewis Borders, executing the requested W-9 form. Furthermore, should

Defendants/Respondents still refuse or fail to execute the requisite deeds at the time of the scheduled Contempt Hearing, this Court enter an Order directing that Plaintiffs' counsel redo the deeds in question so that the conveyances can be made by the Clearfield County Prothonotary to be appointed agent for Defendants/Respondents to make said conveyances on their behalf and that all attorney's fees and costs required to have the deeds so prepared be assessed solely against Defendant/Respondent, Leah M. Lewis Borders, and that said amount of fees and costs be withheld from the monies to be paid to Defendant, Leah M. Borders, upon the settlement of these transactions.

Respectfully submitted,

GATES & SEAMAN

By:



---

Andrew P. Gates, Esquire  
Attorney for Plaintiffs/Petitioners  
Charles J. Lewis and Catherine A. Duttry

Date: May 11, 2006

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

No. 2002-716-CD

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

ORDER

AND NOW this 28<sup>th</sup> day of July, 2005, upon consideration of Defendants' Petition to Enforce Court Order and Plaintiffs' Answer and New Matter filed in response to said Petition and after consideration of testimony offered at the July 5, 2005 hearing of Plaintiffs and by Gary L. Thorp, Professional Land Surveyor (P.L.S.), as well as the Exhibits introduced into evidence at the time of said hearing, which include said surveyors Final Map of Subdivision which includes his interpretation of Plaintiffs' Exhibit 10 admitted into evidence at the Non-Jury Trial as well as photographs submitted by Plaintiffs, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants' Petition to Enforce Court Order is denied in its entirety;

2. This Court finds that based upon the portions of the original non-jury trial record, referenced in Plaintiffs' Answer and New Matter filed in response to Defendants Petition to

Enforce Court Order and the other evidence and testimony received into evidence at the July 5, 2005 hearing from Plaintiffs and Gary L. Thorp, P.L.S., that:

(i) the northern boundary line of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is as shown in bold black ink on the Final Map of Subdivision, dated March 3, 2005 prepared by Gary L. Thorp, P.L.S. and, said pasture area is to include the pink hatch area shown on said map;

(ii) from the evidence presented, Plaintiffs' estimation in Paragraph 23(iii) of their Complaint that the area to be retained by Leah M. Lewis Borders amounted to approximately ten (10) acres was inaccurate and that the correct size of the "pasture area" to be retained by Defendant, Leah M. Lewis Borders, is accurately depicted in the Final Map of Subdivision dated March 3, 2005, and consists of a total of 7.142 acres (being the sum of what is designated thereon as Parcel 2, containing 6.585 acres, and the pink hatch area, containing 0.557 acres; and

(iii) Defendants have pointed to no credible evidence from either the non-jury trial record or introduced at the July 5, 2005 hearing which supports their contention that the "land to be retained" by Defendant Leah M. Lewis Borders by virtue of the oral agreement this Court found to exist between Plaintiffs and said Defendant was to include any acreage north of the area designated on Mr. Thorp's Final Map Subdivision as the

"pink hatch area" so as to bring the total acreage to be retained by Defendant Leah M. Lewis Borders up to at least 10.0 acres;

3. Based on this Court's findings as set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 1 of its Order of September 8, 2003 so the same now reads as follows:

"Within ten (10) days of Defendants' attorney being provided with a special warranty deed, to be prepared by Plaintiffs' attorney, conveying the Bigler Township real estate from Defendants to Plaintiffs, but excepting and reserving therefrom the land to be retained by Defendant, Leah M. Lewis Borders, Defendants Leah M. Lewis Borders and Walter Joseph Borders shall properly execute, and return to Plaintiffs' attorney said deed. The land to be retained by Leah M. Lewis Borders is to consist of the red and silver buildings and the 7.142 acre parcel as depicted on the Final Map of Subdivision, dated March 3, 2005, prepared by Gary L. Thorp, P.L.S. Upon receipt of said executed special warranty deed from Defendants, Plaintiffs' attorney is to promptly conduct settlement of said real estate conveyance according to the terms set forth elsewhere in this Order and upon recording of said deed in the Office of the Recorder of Deeds of Clearfield County, Plaintiff, Catherine A. Duttry shall pay to Defendant, Leah M. Lewis Borders the consideration set forth in Paragraph 4 of this Order, with adjustments to be made for the proration of real estate taxes as provided for in Paragraph 5 of this Order."

4. Based on the findings set forth in Paragraph 2 hereof, this Court hereby amends Paragraph 2 of its Order of September 8, 2003 so the same now reads as follows:

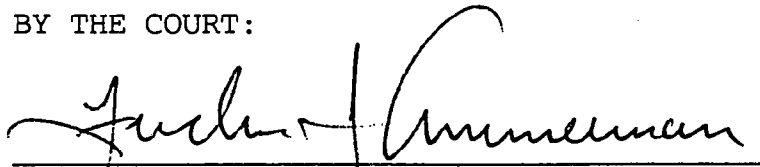
"Within twenty (20) days of Plaintiffs' attorney providing to Defendants' attorney the Final Map of Subdivision (to be revised by Gary L. Thorp, P.L.S. in accordance with this Order), Defendant, Leah M. Lewis Borders, shall execute and return to Plaintiffs' attorney all requested copies of the following: (i) revised Final Map of Subdivision, (ii) subdivision application and (iii) any ancillary documents which in the opinion of Gary L. Thorp, P.L.S., must be executed by the record owner as part of the subdivision approval process. Upon receipt of said executed documents by Plaintiffs' attorney, the same are to be promptly



submitted to the proper authorities so that the subdivision necessitated by this Court's findings can be approved. Plaintiffs will be responsible for the surveying costs and subdivision fees in having the acreage conveyed to them subdivided, and likewise showing that portion of the real estate to be retained by Defendant Leah M. Lewis Borders.

5. Other than as amended by this Order, this Court's Order of September 8, 2003 remains in full force and effect.

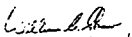
BY THE COURT:

  
Fredric J. Ammerman, President Judge

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

JUL 29 2005

Attest.

  
Prothonotary/  
Clerk of Courts

LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830

(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

March 21, 2006

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Re: Charles J. Lewis et al vs. Leah M. Lewis et al

Dear Jeff:

As I believe you are aware, the Clearfield County Planning Commission approved the Lewis/Duttry Subdivision at its meeting of March 6, 2006. Said meeting had originally been scheduled for February 27, 2006 but had to be continued due to the lack of a quorum.

In order to complete this matter, please find herewith enclosed the following:

(a) original deed from Leah M. Lewis et al to Catherine A. Duttry for the log cabin and 3.956 acres being conveyed to my client;

(b) original deed from Leah M. Lewis et al to Charles J. Lewis et ux for the 46.353 acre parcel to be conveyed to my clients;

(c) for your file, an original of the approved Subdivision map that has now been signed off on by the Clearfield County Planning Commission. The other original of this map will be placed of record in the Office of the Recorder of Deeds of Clearfield County when I record the deeds into Ms. Duttry and Mr. and Mrs. Lewis; and

(d) suggested deed description of Parcel 2 of the Lewis/Duttry Subdivision. This is the parcel I understand your clients will be conveying to Gerald Lewis and Roger Lewis. It is my understanding you will be preparing this deed for your client's execution. You should probably send a copy of the proposed deed to Ann Wood, Esquire, who I understand is representing Gerald and Roger in this transaction.

I prepared the enclosed deeds in accordance with the approved survey map. At your earliest convenience please forward these original deeds to your clients in Indiana so they can execute the same in the presence of a notary public. Please note since Leah M. Lewis took title to the property in her maiden name, I need her to sign both deeds as Leah M. Lewis and as Leah M. Borders. Likewise, in accordance with the Court Order, Mr. Borders should also execute both deeds. Please have him sign both deeds in his full name of Walter Joseph Borders since this is the way it appears in the Court Order.

GATES & SEAMAN

Page two  
Jeffrey S. DuBois, Esquire  
March 21, 2006

In the next day or so I will be forwarding you a proposal of how the real estate taxes should be apportioned, since as you recall, the Court's September 8, 2003 Order made my clients responsible for the real estate taxes on the parcels they are to receive, as of that date. From my discussions with the Clearfield County Tax Claim Bureau, it is my understanding that Roger or Gerald Lewis paid the delinquent 2003 real estate taxes on the entire tract and therefore, I believe you will need to do a further apportionment of the taxes at the time your clients settle up with Gerald and Roger Lewis.

As for what is to be paid to your Leah Borders, the deed into Charles Lewis et ux provides the conveyance is being made for \$1.00, since the Court did not assign any consideration to be paid by Charles Lewis. As for the moneys to be paid by Ms. Duttry to her sister, I am presently holding \$15,000.00 in my escrow account to be used to pay to your client once the parties agree upon the proration of the taxes and the deeds are recorded. Of course, since these are both conveyances between siblings and spouses to siblings, there will be no Pennsylvania Realty Transfer Tax.

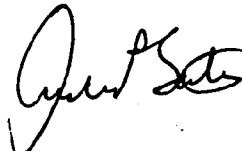
Finally, I am also herewith enclosing a W-9 form which Mrs. Borders will need to fill in her Social Security Number and verify the same by signing in on the signature line provided.

In the event you should have any further questions in the meantime, please don't hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/rmr  
Enclosures

xc: Charles J. Lewis  
Catherine A. Duttry

**THIS DEED**

**MADE** the \_\_\_\_\_ day of March, in the year two thousand six (2006)

**BETWEEN LEAH M. LEWIS, now known as LEAH M. BORDERS and WALTER**

**JOSEPH BORDERS**, her husband, of 182 North S.R.9, Alexandria, Indiana 46001,

hereinafter referred to as GRANTORS

**A**

**N**

**D**

**CATHERINE A. DUTTRY**, a single individual, of P. O. Box 115, Smoke Run,

Clearfield County, Pennsylvania 16681, hereinafter referred to as GRANTEE.

**WITNESSETH**, That in consideration of the sum of FIFTEEN THOUSAND and

00/100 (\$15,000.00)----- DOLLARS,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do

hereby grant and convey to the said Grantee, her heirs, personal representatives,

successors and assigns,

**ALL** that certain piece or parcel of land, with improvements thereon, situate in the

Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in the center line of Pennsylvania State Route 453, said point being North 59 degrees 03 minutes 23 seconds West a distance of 23.06 feet from the southwest corner of lands of Jerry C. Lewis as described in Clearfield County Instrument Number 200420141, said place of beginning also being at the center line intersection of an existing 50 foot wide right of way with Pennsylvania State Route SR-0453, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the center line of Pennsylvania State Route SR-0453 the following courses and distances: North 60 degrees 24 minutes 09 seconds West a distance of 15.02 feet to a point; North 60 degrees 56 minutes 01 seconds West a distance of 140.98 feet to a point; North 59 degrees 00 minutes 30 seconds West a distance of 100.00 feet to a point; North 55 degrees 09 minutes 28 seconds West a distance of 100.00 feet to a point; North 51 degrees 18 minutes 26 seconds West a distance of 100.00 feet to a point; North 47 degrees 30 minutes 30 seconds

West a distance of 97.32 feet to a point; North 44 degrees 06 minutes 11 seconds West a distance of 100.00 feet to a point; North 38 degrees 44 minutes 44 seconds West a distance of 91.00 feet to a point; North 32 degrees 07 minutes 21 seconds West a distance of 60.56 feet to a point, said point being the southeast corner of lands conveyed concurrently herewith to Charles J. and Christina M. Lewis, identified as Parcel 3 of the Lewis/Duttry Subdivision; thence along the southern line of lands being conveyed to Charles J. and Christina M. Lewis and through lands of the Grantors for a new subdivision line the following courses and distances: North 87 degrees 31 minutes 55 seconds East passing over the old concrete storm water head wall at a distance of 25.36 feet and continuing on for a total distance of 474.22 feet to an axle (set); thence South 62 degrees 30 minutes 46 seconds East a distance of 230.00 feet to an axle (set); thence South 39 degrees 58 minutes 12 seconds West passing through a ¾" rebar (set) a distance of 35.29 feet and continuing on for a total distance of 260.00 feet to a flag pole; thence South 14 degrees 51 minutes 59 seconds East a distance of 54.59 feet to a point, said point being on the centerline of a 50 foot right of way; thence along the centerline of the existing 50 foot right of way South 34 degrees 16 minutes 28 seconds East a distance of 92.51 feet to a point; thence still along the centerline of the existing 50 foot right of way South 28 degrees 15 minutes 57 seconds East a distance of 60.73 to a point; thence still along the centerline of the existing 50 foot right of way South 10 degrees 06 minutes 29 seconds East a distance of 39.78 feet to a point, said point being on the centerline of PA State Route SR-0453 and place of beginning. Said parcel containing 172,306.34 sq. ft. (3.956 acres) and has situate thereon a 1 ½ story log cabin dwelling. Said parcel is also known as Lot 1 of the Lewis/Duttry Subdivision dated March 3, 2005, revised September 8, 2005 prepared by Curry and Associates, with said approved subdivision plan to be recorded concurrently herewith.

ALSO GRANTING to the Grantee herein, her heirs, personal representatives, successors and assigns, a non exclusive perpetual easement and right of way over an existing fifty foot (50.00') wide dirt lane that leads off of Pennsylvania State Route SR-453 and heads in a northwesterly direction for approximately 208 feet before turning and heading in a northeasterly direction. Said existing dirt lane then heads through Parcel 2 of the aforementioned Lewis/Duttry Subdivision (as depicted on map of Curry and Associates dated March 3, 2005, revised September 8, 2005, and being recorded concurrently herewith) before said roadway enters Parcel 3 of the aforementioned subdivision which parcel is to become the property of Charles J. Lewis and Christina M. Lewis, his wife.

BEING a portion of the same premises which vested in Leah M. Lewis, now known as Leah M. Borders, one of the Grantors herein, by deed from Leah M. Lewis et al dated February 2, 2000 and appearing of record as Clearfield County Instrument Number 200005765. Said premises also being the same premises Grantors herein were obligated to convey to Catherine A. Duttry by virtue of the Order of September 8, 2003 issued by the Court of Common Pleas of Clearfield County, Pennsylvania in the Equity Action filed to Case NO. 2002-716-CD.

Grantor, Walter Joseph Borders, husband of Leah M. Borders, joins in this deed for the sole purpose of conveying and releasing whatever interest he may have in

and to said premises as a result of being the husband of Leah M. Lewis Borders.

THE GRANTORS HEREIN STATE THAT THE HEREIN ABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT NO. 1980-97, SECTION 405.

THIS IS A CONVEYANCE from sister and spouse to sister and therefore this conveyance is exempt from the provisions of the Pennsylvania Realty Transfer Tax.

## 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:

Catherine A. Duttry

This .....day of .....

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.) AND the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

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

Sealed and delivered in the presence of:

\_\_\_\_\_  
Leah M. Lewis, now known as

\_\_\_\_\_  
Leah M. Borders

\_\_\_\_\_  
Walter Joseph Borders

**CERTIFICATE OF RESIDENCE**

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

P. O. Box 115  
Smoke Run, PA 16681

\_\_\_\_\_  
Attorney or Agent for Grantee

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

SS:

On this, the \_\_\_\_\_ day of March, 2006, before me, the undersigned officer, personally appeared LEAH M. LEWIS, now known as LEAH M. BORDERS and WALTER JOSEPH BORDERS, her husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My Commission Expires: \_\_\_\_\_



**THIS DEED**

**MADE** the \_\_\_\_\_ day of \_\_\_\_\_, in the year two thousand six (2006)  
**BETWEEN LEAH M. LEWIS, now known as LEAH M. BORDERS and WALTER JOSEPH BORDERS**, her husband, of 182 North S.R.9, Alexandria, Indiana 46001, hereinafter referred to as GRANTORS

A  
N  
D

**CHARLES J. LEWIS and CHRISTINA M. LEWIS**, his wife, as tenants by the entireties, of P. O. Box 177, Smoke Run, Clearfield County, Pennsylvania 16681, hereinafter referred to as GRANTEES.

**WITNESSETH**, That in consideration of the sum of ONE and 00/100 (\$1.00)-----  
----- DOLLAR, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, as tenants by the entireties,

**ALL** that certain tract or parcel of land, with improvements thereon, situate in the Bigler Township, Clearfield County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in the centerline of Pennsylvania State Route SR-453, which point constitutes the Southwest corner of the premises herein described, (i.e. Parcel 3 of the Charles J. Lewis and Catherine A. Duttry Subdivision as shown on map of Curry & Associates, dated March 3, 2005, revised September 8, 2005 and to be recorded concurrently herewith), with said point also being Northwest corner of Parcel 2 of the same Subdivision, being conveyed concurrently herewith to Catherine A. Duttry; thence along the centerline of Pennsylvania State Route SR-453 the following courses and distances: North 25 degrees, 06 minutes 19 seconds West 100.00 feet to a point; thence North 18 degrees 26 minutes 27 seconds West a distance of 52.48 feet to a point; thence North 17 degrees 30 minutes 41 seconds West a distance of 100.00 feet to a point; thence North 14 degrees 39 minutes 20 seconds West a distance of 117.22 feet to a point; thence North 11 degrees 51 minutes 10 seconds West 100.00 feet to a point; thence North 04 degrees 51 minutes 51 seconds West 100.00 feet; thence North 02 degrees 07 minutes 29 seconds East 100.00 feet to a point; thence North 09 degrees 06 minutes 48 seconds East 100.00 feet to a point; thence North 15 degrees 27 minutes 40 seconds East a distance of 81.67 feet to a point; thence North 18 degrees 18 minutes 51 seconds East a distance of 951.56 feet to a point; thence North 17 degrees 45 minutes 35 seconds East a distance of 53.28 feet to a point situate in the centerline of Pennsylvania State Route SR-453, which point is the Northwest corner of the premises herein described and also the western corner of lands of Mid-Penn Coal Company as described in Clearfield County Deed Book 1550, Page 187; thence through the eastern right of way line of State Route SR-453 and also along the western line of lands of Mid Penn Coal

Company South 09 degrees 56 minutes 17 seconds East a distance of 807.82 feet to a nine rail corner, with said line passing through a one inch axle situate at a distance of 65.98 feet; thence continuing along southern line of Mid Penn Coal Company. North 55 degrees 31 minutes 45 seconds East a distance of 920.16 feet to  $\frac{3}{4}$ " rebar (set); said rebar being the northwestern corner of other lands of Charles J. Lewis and Christine M. Lewis and described in Clearfield County Instrument No. 2003017533; thence along line of other lands of Charles J. Lewis and Christina M. Lewis, his wife, the following courses and distances: South 22 degrees 00 minutes 00 seconds East a distance of 123.00 feet to a  $\frac{3}{4}$ " rebar (set); thence North 73 degrees 30 minutes 00 seconds East a distance of 200.00 feet to a  $\frac{3}{4}$ " rebar (set); thence South 14 degrees 45 minutes 00 seconds East a distance of 180.00 feet to a  $\frac{3}{4}$ " rebar (set); thence South 42 degrees 45 minutes 00 seconds East a distance of 225.20 feet to a  $\frac{3}{4}$ " rebar (set); thence North 65 degrees 45 minutes 00 seconds East a distance of 98.30 feet to a  $\frac{3}{4}$ " rebar (set); thence South 24 degrees 07 minutes 00 seconds East a distance of 332.50 feet to a nail with said line running through and along an existing old logging road; thence continuing along line of other lands of Charles J. Lewis and Christina M. Lewis, South 63 degrees 15 minutes 00 seconds West a distance of 920.40 feet to an axle corner; thence continuing along line of lands of Charles J. Lewis and Christina M. Lewis South 29 degrees, 15 minutes 00 seconds East passing through an axle at a distance of 370.00 feet and continuing for a total distance of 928.02 feet to a  $\frac{3}{4}$  inch rebar (set), said rebar being the Northeast corner of Parcel 2 of the Charles J. Lewis and Catherine A. Duttry Subdivision, shown on the map of Curry & Associates dated March 3, 2005, revised September 8, 2005, to be recorded concurrently herewith; thence along Parcel 2 of said Subdivision, North 66 degrees 48 minutes 58 seconds West a distance of 193.56 feet to a  $\frac{3}{4}$ " rebar (set); thence continuing along line of Parcel 2 of the aforementioned Subdivision, North 73 degrees 13 minutes 53 seconds West a distance of 36.36 feet to a  $\frac{3}{4}$ " rebar (set); thence continuing along the northern line of Parcel 2 of the aforementioned Subdivision, the following courses and distances: North 64 degrees 38 minutes 22 seconds West a distance of 64.12 feet to a  $\frac{3}{4}$ " rebar (set); thence North 02 degrees 06 minutes 54 seconds East a distance of 57.29 feet to a  $\frac{3}{4}$ " rebar (set); thence North 85 degrees 23 minutes 02 seconds West a distance of 126.43 feet to a  $\frac{3}{4}$ " rebar (set); thence North 67 degrees 28 minutes 34 seconds West a distance of 193.95 feet to a  $\frac{3}{4}$ " rebar (set) situate on the eastern edge of existing pond; thence continuing along line of Parcel 2 of the aforementioned Subdivision, South 09 degrees 14 minutes 35 seconds West a distance of 46.37 feet to a  $\frac{3}{4}$ " rebar (set); thence North 84 degrees 50 minutes 15 seconds West a distance of 84.20 feet to a  $\frac{3}{4}$ " rebar (set); thence continuing along the northern line of Parcel 2 of the aforementioned Subdivision, and also passing across an existing dirt road right of way, North 50 degrees 10 minutes 07 seconds West a distance of 61.24 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being situate on the eastern boundary line of Parcel 1 of aforementioned Subdivision, being conveyed concurrently herewith to Catherine A. Duttry; thence along the eastern boundary of Parcel 1 of the aforementioned Subdivision, North 39 degrees 58 minutes 12 seconds East a distance of 35.29 feet to an axle corner; thence along the northern line of parcel no. 1 of the aforementioned Subdivision, North 62 degrees 30 minutes 46 seconds West a distance of 230.00 feet to an axle corner; thence continuing along the northern line of parcel no. 1 of the aforementioned Subdivision, South 87 degrees 31 minutes 55 seconds West a distance of 474.22 feet to a point situate on the centerline of Pennsylvania State Route SR-453, being the place of beginning. Said parcel containing 46.353 acres, and also being designated as parcel 3 of the Charles J. Lewis and Catherine A. Duttry

approved Subdivision, shown on the map of Curry & Associates dated March 3, 2005, revised September 8, 2005, and being recorded concurrently herewith.

ALSO GRANTING to the Grantees herein, their heirs, personal representatives, successors and assigns and invitees, a non exclusive perpetual easement and right of way over the existing fifty (50.0') foot wide dirt lane which leads off of Pennsylvania State Route SR-453 first in a northwesterly direction before changing to a north-easterly direction until said dirt lane traverses onto the above described premises, at a point between the red garage to the West and a pond on the East with said dirt lane being shown on the approved Subdivision map of Curry & Associates dated March 3, 2005, and revised September 8, 2005. Said perpetual easement includes the right of participants, spectators and invitees of the Muddy Run Raceway to use said dirt lane for access to the Muddy Run Raceway premises, a portion of which is situate on the 46.353 acre parcel described herein.

BEING a portion of the same premises which vested in Leah M. Lewis, now known as Leah M. Borders, one of the Grantors herein, by deed from Leah M. Lewis et al dated February 2, 2000 and appearing of record as Clearfield County Instrument Number 200005765. Said premises also being the same premises Grantors herein were obligated to convey to Charles J. Lewis by virtue of the Order of the Court of Common Pleas of Clearfield County, Pennsylvania dated September 8, 2003 and appearing in the proceedings filed in said Court to Case No. 2002-716-CD.

Grantor, Walter Joseph Borders, husband of Leah M. Borders, joins in this deed for the sole purpose of conveying and releasing whatever interest he may have in and to said premises as a result of being the husband of Leah M. Lewis Borders.

THE GRANTORS HEREIN STATE THAT THE HEREIN ABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT NO. 1980-97, SECTION 405.

THIS IS A CONVEYANCE from sister and spouse to brother and spouse and therefore this conveyance is exempt from the provisions of the Pennsylvania Realty Transfer Tax.

## 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:

Charles J. Lewis

Christina M. Lewis

This .....day of .....

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.)

**AND** the said Grantors will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

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

Scaled and delivered in the presence of:

\_\_\_\_\_  
Leah M. Lewis, now known as

\_\_\_\_\_  
Leah M. Borders

\_\_\_\_\_  
Walter Joseph Borders

#### **CERTIFICATE OF RESIDENCE**

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

P. O. Box 177  
Smoke Run, PA 16681

\_\_\_\_\_  
Attorney or Agent for Grantees

STATE OF INDIANA

COUNTY OF \_\_\_\_\_

:  
: SS:  
:

On this, the \_\_\_\_\_ day of March, 2006, before me, the undersigned officer, personally appeared LEAH M. LEWIS, now known as LEAH M. BORDERS and WALTER JOSEPH BORDERS, her husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830

(814) 765-1766  
FAX (814) 765-1488

JOHN B. GATES  
(1917-1984)

March 28, 2006

Only via facsimile - 375-8710  
Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Re: Closing for real estate transfers by Leah M. Lewis, n/k/a Leah M. Borders et vir to Charles J. Lewis et ux and Catherine A. Duttry (proposed proration and apportionment of delinquent 2003, 2004 and 2005 real estate taxes and apportionment of 2006 real estate taxes)

Dear Jeff:

Herewith attached with this letter are the following:

(a) proposed closing memorandum for the real estate conveyances to take place by the deeds I sent you last week. As you will see, I backed out of the moneys to be paid to Leah, her share of the delinquent 2003, 2004 and 2005 taxes and her projected share of the 2006 taxes in the total amount of \$2,741.19;

(b) a photocopy of the Receipt History for the presently assessed premises of House, Buildings and 66.13 acres which I got from the Tax Claim Bureau. I have circled at the end thereof the amount presently due to the Tax Claim Bureau which figure is good through March 31, 2006;

(c) my paralegal's work sheets wherein she prorated the real estate taxes as of 9/8/03 in accordance with Paragraph 5 of Judge Ammerman's Order of September 8, 2003. Likewise, said sheets also show the apportioned responsibility percentages and the three parties' shares for the delinquent and unpaid 2003, 2004 and 2005 real estate taxes. In each case, each party's share is based on the assessed value of the land, and the assessed value of any improvements that person will own once the new deeds are recorded. The shares of Cathy and Jay for the 2003 taxes were then credited back into the proceeds to be paid to Leah. Thus, upon my receipt of the fully executed deeds for Catherine Duttry and Charles J. Lewis et ux and my recording of the same, I will deliver into your possession my escrow check in the amount of \$13,770.27 made payable to Leah M. Borders; and

(d) apportionment of the 2006 real estate taxes wherein we determined Leah's share for the land she is retaining but will convey to Jerry/Roger, to be the sum of \$755.74. This amount is to be withheld from her proceeds as this way we will insure that her share does in fact get paid to the Bigler Township Tax Collector.

GATES & SEAMAN

Page two

Jeffrey S. DuBois, Esquire  
March 28, 2006

As far as the actual funds to be used to pay the delinquent 2003, 2004 and 2005 real estate taxes, these will be paid by my clients since they have already received the appropriate credit for Leah's share of 2003, 2004 and 2005 unpaid taxes.

So the 2006 County and Township taxes may be paid on the entire parcel at the discount amount (by May 1, 2006), I am requesting that you have Mrs. Borders provide you and then to me the 2006 County and Township tax statement which she should have already received. Likewise, although I will write to the Tax Collector informing her of these transfers once the new deeds are recorded and ask her to send me the 2006/2007 School tax statement, in the event she does not I ask that Mrs. Borders provide the same to you and upon your receipt for you to give it to me so we can see that those taxes get paid. Thereafter, provided the deeds are promptly recorded, beginning with tax year 2007 my clients and Mrs. Borders will each be separately assessed for the land each received by virtue of the Subdivision.

What this closing memorandum did not do is apportion the amount Leah may have to pay back to Jerry/Roger. As I believe you are aware, Jerry/Roger, on or about 2/28/06 paid the Tax Claim Bureau the entire delinquent 2002 real estate taxes and all but \$45.42 of the delinquent 2003 real estate taxes. Therefore, the amount Mrs. Borders is going to have to pay back to her father and brother will be something you or they will have to take care of between themselves. As for the total amount paid by Roger and Jerry to the Tax Claim Bureau on February 28, 2006, the figure I was provided by the Tax Claim Bureau was \$6,907.69 of which \$3,372.31 was applied to the delinquent 2003 real estate taxes, leaving the sum remaining due on the 2003 taxes of \$45.32.

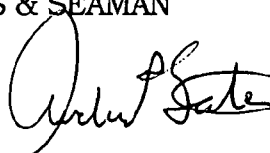
Please review this closing memorandum and work sheets with your clients and if you find the same to be acceptable, please have Mrs. Borders and Mr. Borders execute three copies of the same and return the same to me with the fully executed deeds. Upon my receipt of the deeds, I will have Ms. Duttry and Mr. Lewis execute both copies of the Memorandum and will return one to your office with Mrs. Borders' check.

In the event you should have any further questions, please don't hesitate to contact me.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/rmr

Enclosures

xc: Charles J. Lewis  
Catherine A. Duttry

LEWIS et al / BORDERS CONVEYANCE CLOSING MEMORANDUM

PURCHASE PRICE -----\$15,000.00  
Less: Seller's share of interest due  
    on 2003 taxes -----\$ 12.04  
Seller's share of delinquent 2004,  
    and 2005 taxes -----\$ 1,973.41 \*  
Seller's share of 2006 taxes  
    (held in escrow) -----\$ 755.74  
-----\$ 2,741.19  
\$12,258.81  
Credit: Jay's share of 2003 taxes  
    (plus \$9.42 interest) -----\$ 426.68  
Cathy's share of 2003 taxes  
    (plus \$23.96 interest) -----\$ 1,084.78  
-----\$ 1,511.46  
BALANCE TO SELLER -----\$13,770.27

CHECKS

Karen L. Starck, Recorder of Deeds ----- \$ 86.50  
Clearfield County Tax Claim Bureau ----- \$ 7,486.90  
    2003 interest ----- \$ 45.42  
        (Leah - \$12.04) \*  
        (Cathy -\$9.42)  
        (Jay - \$23.96)  
    2004 taxes and interest -- \$ 3,695.98  
        (Leah - \$980.13) \*  
        (Cathy -\$1,949.09)  
        (Jay - \$766.76)  
    2005 taxes and interest -- \$ 3,745.50  
        (Leah - \$993.28) \*  
        (Cathy -\$1,975.20)  
        (Jay - \$777.02)  
Gates & Seaman (escrow of 2006 taxes based on 2005  
School Tax millage) ----- \$ 3,004.74  
    (Leah - \$755.10) \*  
    (Cathy -\$1,517.39)  
    (Jay - \$732.25)  
Leah M. Borders ----- \$13,770.27  
TOTAL CHECKS WRITTEN ----- \$24,348.41  
Funding: Escrow ----- \$ 15,000.00  
Certified/cashier check(s) ---- \$ 9,348.41  
\$ 24,348.41

The undersigned have reviewed and approve the disbursements as set forth herein.

\_\_\_\_\_  
Charles J. Lewis

\_\_\_\_\_  
Leah M. Borders

\_\_\_\_\_  
Catherine A. Duttry

\_\_\_\_\_  
Walter Joseph Borders



Prorate as of 9/8/03

	2003	(17.0)	(3.40)	(72.60)	
	FMV	Assessed	CO TAX	TWP TAX	School TAX
House	64,420.00	16,105.00	273.78	54.76	1169.22
(.50965189873)					
Bldgs.	9530.00	7,370.00	125.29	25.06	535.06
(.2332278481)	19960.00				
Land	32500.00	8125.00	138.13	27.62	589.85
(.25712025316)	(123.142602845)		537.20	107.44	2294.16
Kenatty	305.13	← (.10)	53.72	(.05) 5.37	(.05) 114.71
	478.93	↓	590.92	112.81	2408.87

① 3417.73

		<u>Co</u>	<u>Twp</u>	<u>School</u>	<u>Rent+Int</u>
JAY	46.353	111.45	22.29	475.93	99.35
(.80682668708)	9/9/03 to 12/31/03	34.81	6.96	384.91	709.02
		78		426.68	

Kathy	H.	273.78	54.76	1169.22	244.09
(.06885867957)		9.51	1.90	40.62	8.48
		283.29	56.66	1209.84	1802.31
	9/9/03 to 12/31/03	88.63	17.70	978.45	1084.78

Leah	B.	125.29	25.06	535.06	111.70
(.12431463333)		7.142	3.43	73.33	15.31
		537.20	107.44	2294.16	478.93
	+JAY's	76.64	15.33	91.02	3417.73
	+Kathy	194.66	38.96	231.39	

T 3417.73

		2004	(.017) CO TAY	(.00340) TWP TAY	(.07960) School TAY
House	64,420.00	16,105.00	273.78 ✓	54.76	1281.96
.50965189873					
Bldgs	9530.00	2382.50 <sup>0.00</sup>			
.2332278481	19960.00	4990.00			
		7370.00	125.29 ✓	25.06	586.65
Land	32500.00	8125.00	138.13	27.62	646.75
.25712025316			537.20	107.44	2515.36
Penalty	X(10)		53.78	5.37	125.79
			590.92	112.81	2641.13
Actual			590.92	112.81	2641.13

TAX Claim Pen+Int. 351.12 (+) 535.98

	LAWN	Co	Twp-	School	Pen+Int
Jay	46.353	111.45	22.29	521.82	(137.88, 111.19
L (.80682668708)					
P					(+) 766.75
Kathy H		273.78	54.76	1281.96	273.16 ✓
(.06885867957)	3.956	9.51	1.90	44.53	9.49
					(+) 1949.09
Leah Bldgs		125.29 ✓	25.06	586.65	125.00 ✓
(.12431463333)	7.142	17.17	3.43	80.40	17.13
					(+) 980.13
		537.20	107.44	2515.36	535.97
					3695.97

(+) 3695.97

A 3695.98

2005

	FMV	Assessen	Co	Twp	School
House	64,420.00	16,105.00	273.78	62.81	1381.81
(.50965189873)					

Bldg	9530.00	7370.00	125.29	28.74	632.35
(.233227848)					
	19960.00				

Land	32500.00	8125.00	138.13	31.69	697.13
(.25712025316)					
			537.20	123.24	2711.29

Pen	42.77	← (.10) 53.72	(.05) 6.16	(.10)	271.12
	373.77	590.92	129.40		2982.41

Ⓟ 3745.50

	Co	Twp	School	Pen + Ind.
Jay	46.353	111.45	25.57	562.46
(.80682668708)				
			96.1038370236	77.54

Ⓟ 777.02

Kathy	H.	273.78	62.81	1381.81	190.49
(.06885867957)					
	3.956	9.51	2.18	48.00	6.62

Ⓟ 1975.20

Lea	B	125.29	28.74	632.35	87.17
(.12431463333)					
	7.142	17.17	3.94	86.67	11.95
		537.20	123.24	2711.29	373.77

Ⓟ 3745.50

		<u>2006</u>	21.00	4.90	2005 Value 85.80
	<u>FMV</u>	<u>Assessed</u>	<u>Co</u>	<u>Twp</u>	<u>School</u>
House 64 <sup>430</sup>	52,100.00	13025.00	273.53	63.82	1,117.54(5)
Bldgs 9530	9300.00	5750.00			
9490	2710.00	<del>5752.50</del>	120.75	28.18	493.35
	11000.00				
Land	32,500.00	8125.00	170.63	39.81	697.13

		<u>Co</u>	<u>Twp</u>	<u>School</u>	
Jay 46.353 acres					
(.80682668708)	137.67	32.12	562.46	732.25	
Buyers Share)	103.72	24.20	140.23		

Kathy H.	273.53	63.82	1117.55		
3.956 acres					
(.06885867957)	11.75	2.74	48.00	1517.39	

Leah B	120.75	28.18	493.35		
7.142 acres					
(.12431463333)	21.21	4.95	86.66	755.10	
	564.91	131.81	2308.02		

⑦ 3004.74

⑦ 3004.74



**First Commonwealth**

Banking  
Insurance  
/Trust  
Financial Management  
Investments

**First Commonwealth Bank**  
Central Offices: Indiana, PA 15701-0400

**Official Check**  
**1182954**  
60-582  
433

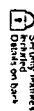
This Document Contains a Watermark - Hold At An Angle To View

Date **March 30, 2006**

Pay to the  
Order of

**GATES AND SEAMAN**

\*\*\*\*\* \$ **6,579.13** \*\*\*\*\*



The sum of **6,579 and 13/100**

Remitter

⑈ 1182954 ⑈ ⑈ 043306826 ⑈ 0019 900208 ⑈

*Paul W. Bachler*  
Paul W. Bachler  
1611 5th Avenue 0011

**CNBS**  
**COUNTY NATIONAL BANK**  
MEMBER FDIC  
MAIN OFFICE, CLEARFIELD, PA

**296657**

22.1676  
960

DATE **March 30, 2006**

**PAY TO THE**  
**ORDER OF** **\*GATES & SEAMAN\***

\$ **2,769.92**

**TWO THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND NINETY TWO CENTS**

**DOLLARS**

**CASHIER'S CHECK**

**CHARLES LEWIS**

**REMITTER**

**BS**

Payable Through  
US Bank, St. Paul, MN

**VICE PRESIDENT AND CASHIER**

⑈ 296657 ⑈ ⑈ 096016765 ⑈ 01100103710 ⑈ EX-100  
⑈ 1000103710 ⑈

*Charles Lewis*  
Charles Lewis  
AND CASHIER



\*-Customer Copy-\*

## Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121  
Clearfield, Pennsylvania 16830  
Phone: (814) 765-2641 Ext. 5998

Receipt # 194315

Friday, March 31, 2006

Received Of:

LEWIS, LEAH M.

Control # 103089837

Claim # 2003-002334

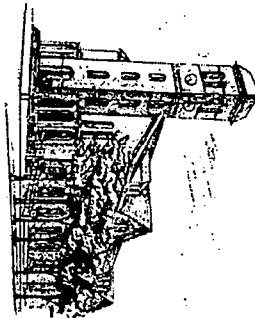
*Paid by Gates & Seaman for Charles J. Lewis  
& Catherine Oyster*

Map # K15-000-00009

In The Amount Of:

\$45.42

Property Desc H, BLDG & 66.13 A



	County	District	School
TAX	0.00	0.00	0.00
INTEREST	0.00	0.00	45.42
COST / PENALTY	0.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			

\$45.42

Director of Tax Claim Bureau

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

*MaryAnn Stodack*

# Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Receipt # 194315

Friday, March 31, 2006

Received Of:

LEWIS, LEAH M.

Control # 103089837

Claim # 2004-002393

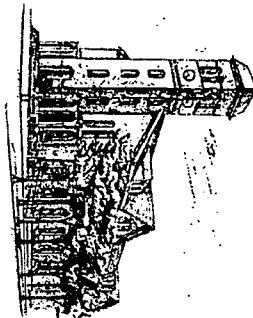
*Paid by Gates & Seaman for Charles J. Lewis & Catherine Dutton*

Map # K15-000-00009

In The Amount Of:

\$3,695.98

Property Desc H, BLDG & 66.13 A



	County	District	School
TAX	590.92	112.81	2641.13
INTEREST	57.61	11.00	257.51
COST / PENALTY	25.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL	<u>\$3,695.98</u>		

*Mary Anne Stedock*  
Director of Tax Claim Bureau

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE



# Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121  
Clearfield, Pennsylvania 16830  
Phone: (814) 765-2641 Ext. 5998

\*-Customer Copy-\*

Receipt # 194315

Friday, March 31, 2006

Received Of:

LEWIS, LEAH M.

Control # 103089837

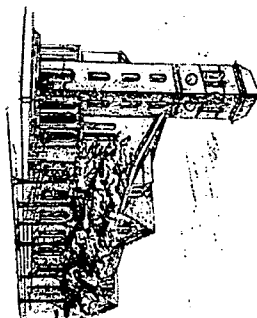
Claim # 2005-002423

Map # K15-000-00009

In The Amount Of:

\$3,745.50

Property Desc H, BLDG & 66.13 A



	County	District	School
TAX	590.92	129.40	2982.41
INTEREST	4.43	0.97	22.37
COST / PENALTY	15.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL	<u>\$3,745.50</u>		

*MaryAnne Skidock*

Director of Tax Claim Bureau

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 10308983 On 3/31/06 \$7,486.90



LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830

JOHN B. GATES  
(1917-1984)

(814) 765-1766  
FAX (814) 765-1488

April 6, 2006

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Re: Charles J. Lewis, et al vs. Leah M. Lewis, et al

Dear Jeff:

This letter is a follow-up to my telephone calls to your office of March 30, 2006 and April 5, 2006. It is my understanding from speaking with your secretary, Tammy, you have forwarded to Leah Borders the two (2) deeds to be executed by herself and her husband, but you are still awaiting their return.

I also informed your secretary that to insure no additional interest or penalties were tacked onto the delinquent 2003, 2004 and 2005 real estate taxes owed to the Tax Claim Bureau on the 66+ acres and improvements assessed in the name of Leah Leewis, my clients provided me with the amount of funds as shown on our proposed Closing Memorandum so that said delinquent taxes could be paid. For your review, I am herewith enclosing photocopies of the receipts I received for payment of the delinquent taxes which were paid to the Tax Claim Bureau on Friday, March 31, 2006.

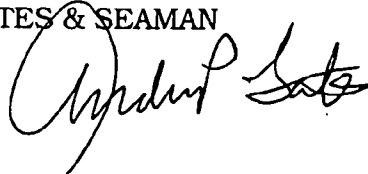
Therefore, as soon as you provide me with the original executed deeds, an executed W-9 from Leah Borders and an executed Closing Memorandum which I forwarded you with my March 28, 2006 letter, we will be in a position to record the deeds and send you Mrs. Borders' net proceeds check.

My clients and I look forward to hearing from you when you have received the fully signed deeds, W-9 and Closing Memorandum as I'm sure all parties are ready to complete this transaction.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/sjb  
enclosures

xc: Charles J. Lewis  
Catherine A. Duttry

LAURANCE B. SEAMAN  
ANDREW P. GATES

LAW OFFICES  
GATES & SEAMAN  
TWO NORTH FRONT STREET  
P. O. BOX 846  
CLEARFIELD, PA. 16830

(814) 765-1766  
FAX (814) 765-1488

April 21, 2006

JOHN B. GATES  
(1917-1984)

Sent by Facsimile 375-8710  
Hard copy by U. S. Mail

Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

Re: Charles J. Lewis et al vs. Leah M. Lewis, et al

Dear Jeff:

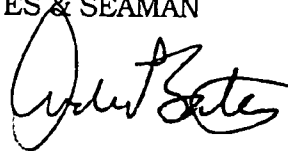
I just met with Charles J. Lewis regarding the finalization of the real estate transfers from your clients to my clients. Needless to say, my clients are very unhappy that this matter has yet to be finalized, especially since your office was provided with the original deeds for execution by Mr. and Mrs. Borders approximately thirty days ago. Furthermore, your office was also provided with a copy of the proposed Settlement Statement and how we apportioned the delinquent taxes, both of which accompanied my letter faxed to you on March 28, 2006. Although I am sure the delay is not your fault but is that of your clients', nevertheless my clients had hoped that this last aspect of the case could have been resolved amicably so all parties could put the same behind them.

Therefore, my clients have directed that, unless the conveyances are finalized and the deeds recorded by Friday, April 28, 2006, so that the 2006 County and Township taxes can still be paid at the discount rate, I promptly prepare and file a Petition to have your clients held in contempt. As you recall, according to Paragraph 3 of the Court's Order of July 28, 2005, the deeds I provided to you for your clients' signatures were to have been executed and returned to this office within ten (10) days of your being provided with the same. This clearly has not happened. If I am required to file a Petition for Contempt, I will again be seeking counsel fees and will also ask the Court to assess any additional increase in the real estates taxes solely against Mrs. Borders.

In the event you should have any further questions, please do not hesitate to contact me.

Very truly yours,

GATES & SEAMAN  
By:



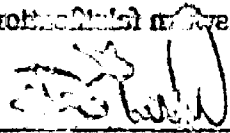
Andrew P. Gates

APG/sjb

xc: Charles J. Lewis  
Catherine A. Duttry

VERIFICATION

I, Andrew P. Gates, Esquire, Counsel for Plaintiff's Petitioner, Christine A. Duffy, verify that the statements made in this Petition are true and correct based upon my knowledge, information and belief. The Plaintiff's Petitioner, counsel, as opposed to Plaintiff's Petitioner, understand that false statements made herein are subject to the provisions of 18 P.S.A. § 4304 relating to unsworn statements to authorities.

  
\_\_\_\_\_  
Andrew P. Gates, Esquire

Notarized \_\_\_\_\_  
Date: 11/15/05

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 2002-716-CD

**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2006, being the date set for the Rule Returnable for Hearing on Plaintiffs/Petitioners' Petition To Hold Defendants/Respondents, Leah M. Lewis, n/k/a Leah M. Lewis Borders, And Walter Joseph Borders, In Contempt, and with the Court finding that there is no justifiable reason and/or excuse for said Defendants/Respondents not to execute the deeds provided to them as well as the other ancillary documents so Plaintiffs' attorney may conduct closing, the Court hereby finds Defendants/Respondents, Leah M. Lewis, n/k/a Leah M. Lewis Borders, and Walter Joseph Borders, to be in contempt and hereby Orders and Impositions the following sanctions:

1. From Defendant/Respondent, Leah M. Lewis, n/k/a Leah M. Lewis Borders, net sale proceeds there should be withheld an additional \$ \_\_\_\_\_ representing Plaintiffs' counsel fees and costs in the amount of \$ \_\_\_\_\_;

2. All increases in the 2006 County and Township real estate taxes now be paid at face value are to be charged to Defendant, Leah M. Borders, and shall be withheld from her proceeds at time of settlement; and

3. Unless all submitted deeds, closing memorandum and W-9 forms are executed as required by said Defendants/Respondents and returned to Plaintiffs' counsel within ten (10) days of the date of this Order, then Plaintiffs' counsel is directed to prepare the deeds in question so that the Grantor will be the Clearfield County Prothonotary and in accordance with the authority vested in me by 21 P.S. §53, I hereby specially appoint William A. Shaw, Clearfield County Prothonotary, as agent for Defendants/Respondents and direct he execute and have acknowledged the deeds submitted to him by Plaintiffs' attorney, with all additional costs and attorney's fees associated with the redoing of said deeds to be deducted from the net sale proceeds ultimately to be paid by Catherine A. Duttry to Defendant, Leah M. Borders.

BY THE COURT:

---

Fredric J. Ammerman, President Judge

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 2002-716-CD

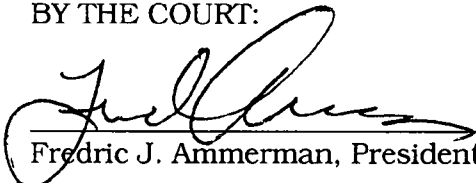
**RULE**

AND NOW, this 12 day of May, 2006, in consideration of the Plaintiff's Petition To Hold Defendants/Respondents, Leah M. Lewis, n/k/a Leah M. Lewis Borders, and Walter Joseph Borders, In Contempt, a Rule is entered upon said Defendants/Respondents to show cause why the relief requested in Plaintiffs' Petition should not be granted.

RULE RETURNABLE for Hearing on the 6<sup>th</sup> day of June, 2006, at 2:30 o'clock P.m. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA 16830.

Service of a certified copy of Plaintiffs' Petition and this Rule to be served upon the named Defendants/Respondents' attorney of record, Jeffrey S. DuBois, Esquire, by regular, 1<sup>st</sup> class mail, postage prepaid.

BY THE COURT:

  
Fredric J. Ammerman, President Judge

**FILED**  
MAY 12 2006  
01420614  
William A. Shaw  
Prothonotary/Clerk of Court  
2 cent to  
APPY



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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs/Petitioners

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 2002-716-CD

Type of Case: Civil Action

Type of Pleading: Affidavit of Service

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
2 North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

**FILED**  
0/11.392m  
MAY 18 2006  
No CC.  
UN

William A. Shaw  
Prothonotary



CA

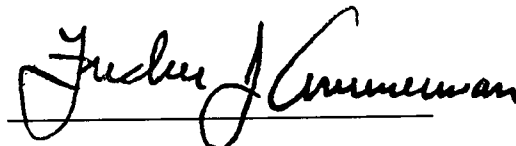
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHARLES J. LEWIS and :  
CATHERINE A. DUTTRY :  
VS. : NO. 02-716-CD  
LEAH M. LEWIS, now known as :  
LEAH M. BORDERS and :  
WALTER JOSEPH BORDERS :

O R D E R

AND NOW, this 6th day of June, 2006, following  
argument on Plaintiffs' Petition for Contempt, it is the ORDER  
of this Court that counsel provide the Court with proposed brief  
within no more than six (6) days from today's date.

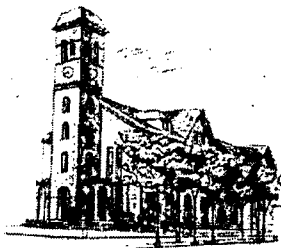
BY THE COURT,



President Judge

FILED  
019:47/61 Gates  
JUN 08 2006 DuBois

William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 6/8/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)    X Plaintiff(s) Attorney    \_\_\_\_\_ Other

\_\_\_\_\_ Defendant(s)    X Defendant(s) Attorney

\_\_\_\_\_ Special Instructions:

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS AND  
WALTER JOSEPH BORDERS,  
Defendants

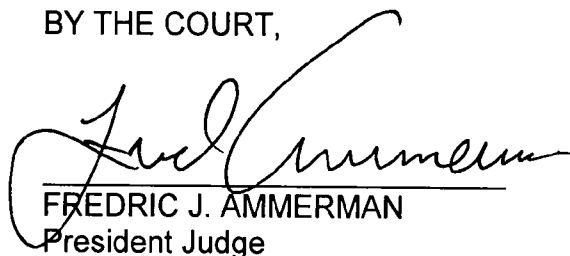
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 02-716-CD

ORDER

NOW, this 14<sup>th</sup> day of June, 2006, following hearing, it is the ORDER of this  
Court that the Plaintiffs' Petition to Hold Defendants in Contempt be and is hereby  
DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

0/9:04Lm

JUN 19 2006

3cc Atty Gates  
CJC

William A. Shaw  
Prothonotary

DATE: 6-19-06

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special

**FILED**

JUN 19 2006

William A. Shaw  
Prothonotary

April 1, 2004

Superior Court of Pennsylvania  
Office of the Prothonotary  
600 Grant Building  
Pittsburgh, PA 15219

Re: Charles J. Lewis and Catherine A. Duttry  
Vs.  
Leah M. Lewis, now known as Leah M. Borders and Walter Joseph Borders  
No. 02-716-CD  
Superior Court No. 1903 WDA 2003

Dear Prothonotary:

Enclosed you will find three transcripts and related exhibits in the above referenced record, previously forwarded to your office. Please attach to the complete record.

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts



JUDGE'S CHAMBERS  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

PAUL E. CHERRY  
JUDGE

JOHN K. REILLY, JR.  
SENIOR JUDGE

February 9, 2004

Eleanor R. Valecko, Deputy Prothonotary  
Superior Court of Pennsylvania  
Office of the Prothonotary  
330 Grant Street  
1015 Grant Building  
Pittsburgh, Pennsylvania 15219

RE: Lewis vs. Lewis, 1903 WDA 2003  
Lower Court No. 2002-716-C.D.

Dear Ms. Valecko:

I had received a Notice entitled "Records Overdue by Trial Court Judge" from the Superior Court in the above captioned matter. The Notice indicated that the due date for the Record to be transmitted to the Superior Court was December 3, 2003. In checking with our Prothonotary's Office, I was advised that their office had not received the Docket Sheet from the Superior Court setting forth your docket number. As a result of not receiving this documentation, our Prothonotary's Office had not forwarded the Record. It is my understanding that our Prothonotary has contacted your office concerning the miscue.

As Clearfield County makes every attempt to comply with the Appellate Court's submission requests, I thought that a letter was in order. In the event that you would need any further information or clarification, please feel free to contact me at your convenience.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Fred Ammerman".

FREDRIC J. AMMERMAN  
President Judge

FJA:jak  
cc: William A. Shaw, Prothonotary



COPY

February 11, 2004

Superior Court of Pennsylvania  
Office of the Prothonotary  
600 Grant Building  
Pittsburgh, PA 15219

Re: Charles J. Lewis and Catherine A. Duttry  
Vs.  
Leah M. Lewis, now known as Leah M. Borders and Walter Joseph Borders  
No. 02-716-CD  
Superior Court No. 1903 WDA 2003

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office.

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts

Fredric J. Ammerman, President Judge  
Court of Common Pleas  
230 E. Market Street  
Clearfield, PA 16830

Andrew P. Gates, Esq.  
2 North Front Street  
PO Box 846  
Clearfield, PA 16830

Jeffrey S. DuBois, Esq.  
190 West Park Ave., Ste. 5  
DuBois, PA 15801

Charles J. Lewis and Catherine A. Duttry

Vs.

Leah M. Lewis, now known as Leah M. Borders and Walter Joseph Borders

Court No. 02-716-CD; Superior Court No. 1903 WDA 2003

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on February 11, 2004.

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts

Fredric J. Ammerman, President Judge  
Court of Common Pleas  
230 E. Market Street  
Clearfield, PA 16830

Andrew P. Gates, Esq.  
2 North Front Street  
PO Box 846  
Clearfield, PA 16830

Jeffrey S. DuBois, Esq.  
190 West Park Ave., Ste. 5  
DuBois, PA 15801

Charles J. Lewis and Catherine A. Duttry

Vs.

Leah M. Lewis, now known as Leah M. Borders and Walter Joseph Borders

Court No. 02-716-CD; Superior Court No. 1903 WDA 2003

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on February 11, 2004.

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts

Fredric J. Ammerman, President Judge  
Court of Common Pleas  
230 E. Market Street  
Clearfield, PA 16830

Andrew P. Gates, Esq.  
2 North Front Street  
PO Box 846  
Clearfield, PA 16830

Jeffrey S. DuBois, Esq.  
190 West Park Ave., Ste. 5  
DuBois, PA 15801

Charles J. Lewis and Catherine A. Duttry  
Vs.

Leah M. Lewis, now known as Leah M. Borders and Walter Joseph Borders

Court No. 02-716-CD; Superior Court No. 1903 WDA 2003

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on February 11, 2004.

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts

## Appellate Court Docket Sheets

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Click on the desired Docket Number to view and/or print the Docket Sheet.

Docket No	Short Caption	Case Status	Case Filed Date
<a href="#"><u>114 WDA 2004</u></a>	IN RE: IN THE INTEREST OF: D N	Active	12/18/2003
<a href="#"><u>2037 WDA 2003</u></a>	COM. V. CALLAHAN, A.	Active	11/18/2003
<a href="#"><u>1903 WDA 2003</u></a>	LEWIS, C. V. LEWIS, L.	Active	10/24/2003
<a href="#"><u>1599 WDA 2003</u></a>	COM. V. GUNTRUM, C.	Active	09/02/2003
<a href="#"><u>1578 WDA 2003</u></a>	SHICK, P. V. MEREDITH, P.	Active	08/19/2003
<a href="#"><u>1502 WDA 2003</u></a>	COM. V. BLAKE, J.	Active	08/15/2003
<a href="#"><u>1505 WDA 2003</u></a>	MILKOVICH, B. V. MILKOVICH, T.	Active	08/08/2003
<a href="#"><u>1386 WDA 2003</u></a>	ANDERSON, G. V. ANDERSON, E.	Active	07/31/2003
<a href="#"><u>779 WDA 2003</u></a>	COM. V. OGDEN, W.	Active	04/25/2003
<a href="#"><u>489 WDA 2003</u></a>	COM. V. HEATH, P.	Active	03/14/2003
<a href="#"><u>407 WDA 2003</u></a>	COM. V. HEATH, P.	Active	02/27/2003



## Records Overdue By Trial Court Judge

President Judge Fredric J. Ammerman  
Court of Common Pleas of Clearfield County  
Clearfield County Courthouse, 230 East Market Street  
Clearfield, PA 16830

Docket Number	Short Caption	Due Date	Trial Ct./ Agency Docket No.	Visiting Judge
1903 WDA 2003	LEWIS, C. V. LEWIS, L.	12/3/2003	2002-716-CD	

Number of Records for Judge: 1

CALL SUPERIOR COURT

RE: ~~DOCKET #~~ NOT RECEIVED AT CLEAR CO.  
PROTHONOTARY'S OFFICE

2-4-04

SUPERIOR COURT MAILING OUT ~~DOCKET #~~

WAS

JUDGE MAY WANT TO SEND LETTER TO

SUPERIOR REGARDING THE DELAY.



**The Superior Court of Pennsylvania  
Office of the Prothonotary**

600 GRANT BUILDING  
330 GRANT STREET  
PITTSBURGH, PENNSYLVANIA 15219

DAVID A. SZEWCZAK, ESQUIRE  
PROTHONOTARY

ELEANOR R. VALECKO  
DEPUTY PROTHONOTARY

(412) 565-7592

FAX: (412) 565-7711

WEBSITE: [www.superior.court.state.pa.us](http://www.superior.court.state.pa.us)

**NOTICE**

Pursuant to Pa. R.A.P. 1935 (a), enclosed please find a printout of records which have recently become past due for transmission to the Superior Court. Please advise this office immediately if the delay is due to Counsel's failure to pay for the transcripts .

Thank you for your assistance in having these records forwarded to this office.

Eleanor R. Valecko  
Deputy Prothonotary

Date: January 30, 2004

60-627

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)	
DATE	AMOUNT
Re: Charles J. Lewis	
and Catherine A.	
Dutry v. Leah M.	
Lewis et al	
No. 02-716-CD	

**GATES & SEAMAN  
ATTYS AT LAW  
ESCROW ACCOUNT**  
2 NORTH FRONT ST P. O. BOX 846  
CLEARFIELD, PA 16830

3491  
60-627/313  
DATE June 13, 2002

PAY TO THE ORDER OF William A. Shaw, Prothonotary --- \$ 5,000.00---

Five thousand and no/100 ----- DOLLARS

**CNB**  
COUNTY NATIONAL BANK  
MAIN OFFICE, CLEARFIELD, PA

FOR \_\_\_\_\_

*[Signature]*

MP

0003491 031306278 1 28550 1



IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW  
No. 02-716-CD

CHARLES JAY LEWIS and  
CATHERINE A. DUTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and WALTER  
JOSEPH BORDERS,  
Defendants

PLAINTIFFS' PRE-TRIAL  
MEMORANDUM

**FILED**

APR 22 2003

William A. Shaw  
Prothonotary

LAW OFFICES  
GATES & SEAMAN  
2 NORTH FRONT STREET  
P.O. BOX 846  
CLEARFIELD, PA. 16830

Filed per  
Judge Ammann's  
Note 4/22/03

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

CHARLES JAY LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known  
as LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

No. 02-716-CD

Type of Case: Civil

Type of Pleading: PLAINTIFFS'  
PRE-TRIAL MEMORANDUM

Filed on behalf of:  
Plaintiffs

Counsel of Record for this Party:  
Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN  
Attorneys at law  
Two North Front Street  
P. O. Box 846  
Clearfield, Pennsylvania 16830  
(814) 765-1766

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COURT ADMINISTRATORS  
OFFICE

FILED

APR 22 2003

William A. Shaw  
Prothonotary

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

CHARLES J. LEWIS and	:	
CATHERINE A. DUTTRY,	:	
Plaintiffs	:	
	:	No. 02- 716 - CD
vs.	:	
	:	
LEAH M. LEWIS, now known as	:	
LEAH M. BORDERS and	:	
WALTER JOSEPH BORDERS,	:	
Defendants	:	

PLAINTIFFS' PRE-TRIAL MEMORANDUM

I. BRIEF FACTUAL STATEMENT AND CLAIM:

During the first half of 1997, Plaintiff, Charles Jay Lewis (hereafter called "Jay"), and Defendant, Leah M. Lewis (hereafter called "Leah"), who are brother and sister, entered into an oral agreement which in exchange for Jay paying all attorney's fees and associated costs required to get Raisa A. Lewis' (stepmother of Jay and Leah) name off the deed as co-owner, with Leah, of the family real estate situate in Bigler Township, Clearfield County, Pennsylvania, (containing approximately 96 acres), Leah agreed to convey to Jay, individually, that portion of the real estate lying to the North and East of State Route 453. As further consideration for Leah's promise to convey said real estate to him, Jay also agreed to do the following:

(1) Maintain the family homestead situate on said parcel, including all acreage and outbuildings situate in the vicinity of the residence;

(2) Pay a designated portion of all future real estate

taxes on the said premises;

(3) Pay all Leah's transportation costs in traveling between her residence in the State of Indiana to Clearfield County, Pennsylvania, to attend meetings with the attorney and to attend any court proceedings necessitated in the forthcoming lawsuit. As part of said oral agreement, Jay also agreed that should Leah ever return and wish to take up residence in the family homestead, he would convey to her, for no consideration, that portion of the aforementioned real estate which contained the family residence, barns, outbuildings, and pasture which Jay estimates consists of approximately 16 to 18 acres. In reliance upon Leah carrying out her portion of the oral agreement, Plaintiff, Charles Jay Lewis, expended the following:

(a) Attorney's fees and costs - \$2,620.60;

(b) Recording fees and realty transfer tax - \$1,076.82, so that the proper deed for the lands Leah was entitled to receive were deeded into her sole name;

(c) Delinquent 1999 real estate taxes to the Clearfield County Tax Claim Bureau in the sum of \$1,388.07;

(d) A portion of the delinquent 2000 real estate taxes to the Clearfield County Tax Claim Bureau in the sum of \$500.00;

(e) For materials purchased for improvement and maintenance of the family residence, the sum of \$2,422.47;

(f) Horse care maintenance and vet bills for horses owned by Defendant, Leah M. Lewis, in the sum of \$438.30;

(g) Reimbursement to Leah M. Lewis for transportation costs between Pennsylvania and the State of Indiana in the sum of \$256.57;

(h) Amount remaining due on used motor vehicle which Plaintiff, Charles Jay Lewis, purchased for Defendant, Leah M. Lewis, in the sum of \$470.60; and

(i) Significant time and labor in improving and maintaining the real estate and caring for Leah's horse, "Brass Commander".

In further reliance upon Leah's agreement to convey the real estate in question to him, said Plaintiff also assumed and kept exclusive possession of and made significant improvements to that portion of the property being utilized by the "Muddy Run Raceway".

Due to the efforts of the attorney solely paid for by Jay, a settlement in the equity action filed in the Court of Common Pleas of Clearfield County, Pennsylvania to Case No. 97-16-EQU was reached, and by virtue thereof, Leah received all of the real estate from the larger parcel formerly identified by Clearfield County Assessment Map No. 103-K15-9, excepting the 18.55 acres conveyed concurrently therewith to Raisa A. Lewis. The property now owned by Leah is presently assessed as House, Buildings and 66.13 acres.

After the conclusion of the equity matter filed to No. 97-16-EQU, Jay and Leah modified their oral agreement by including their sister, Plaintiff, Catherine A. Duttry, so that,

in exchange for what had been previously provided by Jay to Leah, and what was still to be provided by both Plaintiffs, Leah agreed to do the following:

(i) Convey to Plaintiffs, as joint tenants, all real estate situate North and East of State Route 453, including all improvements, with the further understanding that said entire parcel was to be subsequently subdivided with Plaintiff Duttry to receive the house and approximately 7 to 8 acres, including the yard around the house with the rest of the acreage to be conveyed solely to the Plaintiff, Charles Jay Lewis, with the Plaintiffs agreeing to be responsible for all surveying and other subdivision costs;

(ii) In exchange for the above, and as additional consideration, Plaintiff Duttry agreed to pay Leah one-half of her forthcoming divorce settlement (estimated to be between \$10,000.00 to \$15,000.00);

(iii) Furthermore, the parties agreed should Leah ever return to Pennsylvania, Plaintiffs would reconvey to Leah approximately ten (10) acres of said property which would contain both the "red and silver buildings" and the pasture, for no consideration.

Thereafter, on or about the week of Thanksgiving, 1999, Plaintiff Duttry moved into the family cabin/house with her two sons and has resided there exclusively since that time. After moving into the family residence, and in reliance upon and

anticipation of Leah carrying out her part of the oral agreement, Plaintiff Duttry maintained and made significant improvements to said family residence all of which will be testified to at time of trial. Said improvements not only involve significant labor by Plaintiff Duttry, but also significant out-of-pocket expense for materials.

Despite being repeatedly asked by Plaintiffs to complete the agreed upon transaction, on or about March 19, 2002, Leah informed Jay that she would not be conveying the real estate to Plaintiffs as previously agreed. Furthermore, Leah informed Jay that he no longer had the right to utilize the northern portion of the real estate for his business known as the "Muddy Run Raceway", and furthermore, he no longer had the right to use the access roads he improved and/or built so that he and patrons of the "Muddy Run Raceway" would have access to said facility. Said Plaintiff had been granted the right to continue to use the "Muddy Run Raceway" as he had in the past pursuant to the terms of his mother's Will dated May 20, 1994, which also devised and bequeathed to Leah the real estate in question subject to the rights of Charles Jay Lewis to use the same as he had in the past for the "Muddy Run Raceway" (Rosemary Lewis died June 2, 1994 and her Last Will and Testament appears of record in the Office of the Register of Wills of Clearfield County, Pennsylvania).

On Saturday, April 20, 2002, Defendant, Walter Joseph

Borders (whom Defendant, Leah M. Lewis, had married on April 6, 2002) stopped at the family residence and informed Plaintiff Duttry that she and her family would have to be moving from said residence since he and Leah intended to sell the same.

**II. EXHIBITS TO BE OFFERED INTO EVIDENCE BY PLAINTIFFS:**

a. Deed of Clair Lewis, et ux, to Gerald C. Lewis and Rosemary Swistock Lewis, his wife, dated October 24, 1961 and appearing in Clearfield County Deed Book 498, Page 271;

b. Deed of Gerald C. Lewis and Rosemary S. Lewis, husband and wife, to Woodmark of Canada, Ltd, a Canadian Corporation, dated January 30, 1989 and appearing of record in Clearfield County Deeds and Records Book 1269, Page 88;

c. Unsigned copy of Sales Agreement dated November 1, 1998 between Gerald C. Lewis, Rosemary S. Lewis and Woodmark of Canada, Ltd., a Corporation;

d. Agreement of Sale between Woodmark of Canada, Ltd., (Seller) and Gerald C. Lewis and Rosemary S. Lewis (Buyers) dated December 13, 1988;

e. Copy of Divorce Decree in the Divorce proceedings of Jerry C. Lewis, Plaintiff versus Rosemary Lewis, Defendant, filed to Case No. 83-2049-CD (In the Court of Common Pleas of Clearfield County, Pennsylvania), dated August 28, 1992 which has incorporated as a part thereof a Marriage Settlement Agreement dated August 10, 1992 between the same parties;

f. Letters Testamentary in the Estate of Rosemary Lewis,



a/k/a Rosemary Swistock, issued to Catherine A. Duttry, a/k/a Cathy Duttry, by the Register of Wills of Clearfield County, Pennsylvania, on September 24, 1996 which has attached thereto and made a part thereof a copy of said Decedent's Last Will and Testament dated May 20, 1994;

g. Deed from Woodmark of Canada, Ltd, a Canadian Corporation, to Raisa A. Lewis and Leah M. Lewis, as joint tenants with the right of survivorship, dated February 6, 1996 and appearing of record in Clearfield County Deeds and Records Book 1738, Page 78;

h. Order dated July 29, 1998 entered by the Court of Common Pleas of Clearfield County, Pennsylvania in the matter of Leah M. Lewis (Plaintiff) versus Jerry C. Lewis and Raisa A. Lewis (Defendants), filed to Case No. 97-16-EQU;

i. Deed from Leah M. Lewis and Raisa A. Lewis to Raisa A. Lewis, dated February 2, 2000 and recorded as Clearfield County Instrument No. 200002500;

j. Deed from Leah M. Lewis and Raisa A. Lewis to Leah M. Lewis, dated February 2, 2000 and appearing of record as Clearfield County Instrument No. 200005765;

k. Agreement of Sale between Clearfield Bank & Trust Company, Trustee of the Estate of John Beyer, deceased, and Charles Jay Lewis, dated September 10, 1999;

l. Agreement of Sale dated June 20, 2002 between Clearfield Bank & Trust Company, Trustee of the Estate of John

Beyer, deceased, and also as Successor Trustee of the Madera Coal and Improvement Company (Seller) and Charles Jay Lewis and Christina M. Lewis, his wife (Buyers);

m. Deed from Clearfield Bank & Trust Company, Trustee of the Estate of John Beyer, deceased, and as Successor Trustee of the Madera Coal and Improvement Company to Charles Jay Lewis and Christina M. Lewis, his wife, dated January \_\_\_\_, 2002 to be recorded prior to the trial of the within matter;

n. "Blown-up" copy of the Clearfield County Assessment Map of that portion of Bigler Township, Clearfield County, Pennsylvania which shows the real estate which is the center of this dispute. Said map to be used solely for the purpose of Plaintiffs to locate thereon the improvements situate on the property, the roadways situate on the property and that portion of the property which has been maintained and improved by Plaintiffs since the date of the oral agreement with Defendant, Leah M. Lewis;

o. A copy of survey map dated August 7, 2002 prepared by Gary L. Thorp, P.L.S., which shows the real estate recently purchased by Plaintiff, Charles Jay Lewis, and his wife, which borders the property which is the subject of this action on the east and north;

p. Fee Agreement between Bryant & Ruest, P. C. and Charles Jay Lewis, executed by Mr. Lewis on July 8, 1997 and by Mr. Bryant on July 14, 1997;

q. Photographs and video of improvements made to that portion of the real estate utilized by the "Muddy Run Raceway" since the date of the oral agreement;

r. Photographs and/or video showing improvements and maintenance of the rest of the real estate exclusively occupied and utilized by the Plaintiffs since 1997;

s. Photographs and/or video of improvements made to the log cabin and curtilage made by Plaintiffs and others at their direction;

t. Copies of canceled checks and receipts of Charles Jay Lewis for monies paid for attorney's fees and costs in order for Leah M. Lewis to be able to pursue the equity action filed in the Court of Common Pleas of Clearfield County, Pennsylvania, to Case No. 97-16-EQU;

u. Copies of canceled checks and receipts of Charles Jay Lewis for real estate taxes he paid on behalf of Defendant, Leah M. Lewis, for 1999 and 2000 real estate taxes on the land which is the subject of this dispute;

v. Copies of canceled checks of Charles Jay Lewis for monies he paid for the realty transfer tax and deed recording fees for the transfer of the real estate in question solely into the name of Leah M. Lewis;

w. Copies of canceled checks and receipts of both Plaintiffs for materials and services purchased for the maintenance and improvement to the log cabin after the date of

the original oral agreement;

x. Photocopies of canceled checks and receipts of Charles Jay Lewis for monies expended in maintaining and securing veterinary treatment for Defendant, Leah M. Lewis', horse, "Brassy";

y. Copies of canceled checks, invoices and receipts produced by Defendant, Leah M. Lewis, in regards to Plaintiffs' Request for Production of Documents;

z. Photocopy of Power of Attorney given by Leah M. Borders, formerly known as Leah M. Lewis, to her husband, W. Joseph Borders, dated and executed on April 6, 2002.

**III. WITNESSES EXPECTED TO BE CALLED:**

(a) Plaintiff, Charles Jay Lewis, P. O. Box 177, Smoke Run, Pennsylvania 16681 - Damage and Liability Witness;

(b) Plaintiff, Catherine A. Duttry, P. O. Box 115, Smoke Run, Pennsylvania 16681 - Damage and Liability Witness;

(c) Defendant, Leah M. Lewis, now known as Leah M. Borders, 3909 Rue Cezanne Street, Indianapolis, Indiana 46220 - Liability Witness;

(d) Defendant, Walter Joseph Borders, 3909 Rue Cezanne Street, Indianapolis, Indiana 46220 - Liability Witness;

(e) Jamie Suhoney, Philipsburg, Pennsylvania 16866 - Damage and Liability Witness;

(f) Aaron Foster, P. O. Box 199-N, Woodland, Pennsylvania 16881 - Liability and Damage Witness;

(g) David Dolby, P. O. Box , Brisbin, Pennsylvania  
16620 - Liability and Damage Witness;

(h) Merrill Jones, P. O. Box 153, Smoke Run, Pennsylvania  
16681 - Damage and Liability Witness;

(i) Kim Watlack, , Woodland,  
Pennsylvania 16881 - Damage Witness;

(j) Tammy Ibberson, Osceola Mills,  
Pennsylvania 16666 - Damage and Liability Witness;

(k) Hannah Shimmel, 1018 Hannah Street, Houtzdale,  
Pennsylvania 16651 - Damage Witness;

(l) Brian Burgoon, R. D., Fallentimber, Pennsylvania  
16639 - Damage and Liability Witness;

(m) Plaintiffs reserve the right to call additional  
witnesses at trial, including those listed on Defendants' Pre-  
Trial Memorandum, with prior notice thereof to the other  
parties.

**IV. PLAINTIFFS' LEGAL THEORY UPON WHICH THEY ARE ENTITLED TO  
RECOVER RELIEF SOUGHT:**

Plaintiffs are asking the Court to specifically enforce the  
oral agreement entered into by Leah with Jay on or about June  
1997 and which was thereafter modified in the fall of 1999 to  
include Plaintiff Duttry. The final form of the oral agreement  
being that in exchange for Jay doing the following:

1. Paying all attorneys' fees and costs incurred in the  
equity action commenced by Leah to Case No. 97-16-EQU;

2. Maintaining the family homestead situate on the family real estate situate in Bigler Township, Clearfield County, Pennsylvania, including all acreage and outbuildings situate in the vicinity of the residence;

3. Paying the 1999 and a portion of 2000 real estate taxes for said premises; and

4. Providing and paying for Leah's transportation costs between the State of Indiana and Pennsylvania to attend meetings with her attorney and any court proceeding necessitated in said lawsuit;

In exchange for additional consideration to be paid to said Defendant by Plaintiff, Catherine A. Duttry, based on one-half of Plaintiff's forthcoming divorce settlement (estimated to be between \$10,000 and \$15,000) which said Plaintiff is now ready, willing and able to pay said \$15,000.00, then under those circumstances Defendant Lewis would convey the real estate to both Plaintiffs as joint tenants, including all improvements, with the further understanding that said entire parcel was to be subsequently subdivided with the Plaintiff Duttry to receive the house and approximately 7 to 8 acres including the yard area around the house with the rest of the acreage to be deeded thereafter solely to Jay. The parties also have the further understanding that should Leah ever return to Pennsylvania, Plaintiffs would reconvey to said Defendant approximately 10 acres of said property which would contain both the "red and

silver buildings" and pasture, for no consideration.

In anticipation and reliance upon Defendant Lewis' oral covenant, Plaintiffs took sole possession of the property to ultimately be conveyed to them. Concurrently therewith Jay made significant improvements, by virtue of his expenditure of funds and performance of labor to benefit the family residence and the real estate in the vicinity of the family residence.

Furthermore, Plaintiff, Catherine A. Duttry, in reliance on her sister's promise, moved into the log cabin on or about the week of Thanksgiving, 1999 and through labor and expenditure of funds, made significant improvements and repairs to the said log cabin. Furthermore, Jay also assumed and maintained exclusive possession of that portion of the real estate utilized by the "Muddy Run Raceway" and at great expense to himself made significant repairs and improvements to that area in anticipation that his sister, Leah, would follow through with her portion of the agreement.

By filing the within action, Plaintiffs request this Honorable Court to order Defendant Lewis, and her husband, to specifically perform her portion of the oral agreement by transferring and conveying the real estate in question to Plaintiffs as outlined herein, including the execution of a deed or deeds prepared by Plaintiffs' attorney.

Defendants assert since the agreement was not in writing they have a complete defense pursuant to the statute of frauds,

33 P.S. §1 et seq, and thus, this Honorable Court cannot enforce the same.

Nevertheless, this Honorable Court has authority to enforce the oral agreement as set forth above since Plaintiffs have: (i) collectively, assumed and established open, notorious, exclusive and continuous possession of the real estate in furtherance of the oral agreement; (ii) carried out their part of the agreement with the exception of Plaintiff Duttry paying Defendant Lewis the sum of \$15,000.00 which she is ready, able and willing to do; and (iii) both have made significant improvements to the premises which are not readily compensable by monetary damages. In such cases, the Court should enforce the oral agreement to prevent a greater injustice. Kurland v. Stolker, \_\_\_\_\_ Pa. \_\_\_\_\_, 533 A.2d 1370, 1373 (1987). See also Hostetter v. Hoover, \_\_\_\_\_ Pa.Super \_\_\_\_\_, 547 A.2d 1247 (1988).

In the alternative, if for any reason this Honorable Court chooses not to specifically enforce the oral agreement, Jay specifically seeks judicial recognition of the property right created in his favor under the Last Will and Testament of his mother, Rosemary Lewis, deceased, so that irregardless of the ownership of the parcel, he has the continuing right to utilize that portion of the premises, including all access roads, buildings, storage areas and electric service installations which otherwise benefit the "Muddy Run Raceway".

Alternatively, if this Honorable Court chooses not to



enforce the oral agreement or finds that Plaintiffs have not met their burden in proving the existence of the oral agreement, then equity demands both Plaintiffs be awarded monetary damages. Otherwise, Defendant Lewis will be unjustly enriched, since she will have: (i) had significant benefits conferred on her by both Plaintiffs; (ii) appreciated said benefits; and (iii) accepted and retained the benefits under circumstances which are inequitable for her to retain said benefits without payment of value. See Stalnaker v. Lustik, \_\_\_\_ Pa.Super \_\_\_\_, 745 A.2d 1245 (1999) (as to entitlement to "reliance damages" for breach of valid oral contract) and Mitchell v. Moore, \_\_\_\_ Pa.Super \_\_\_\_, 729 A.2d 1200 (1999) (as to entitlement when party is "unjustly enriched"). Therefore, Plaintiff, Charles Jay Lewis, should be awarded reimbursement from Defendant Lewis for the following:

- a. All legal costs and expenses in the sum of \$2,620.60;
- b. Recording fees and Pennsylvania Realty Transfer Tax paid for the benefit of Leah M. Lewis in the amount of \$1,076.82;
- c. For his payment of a portion of delinquent 1999 real estate taxes in the amount of \$1,388.07;
- d. For his payment of a portion of delinquent 2000 real estate taxes in the amount of \$500.00;
- e. Materials purchased for improvement and maintenance of the log cabin in the amount of \$2,422.47;

f. For horse care maintenance and vet bills in the amount of \$438.30; and

g. Sum to reimburse him for labor performed at rate of not less than \$14.00 per hour for number of hours expended making improvements.

Furthermore, equity demands that if the oral agreement is not specifically enforced that Plaintiff Catherine A. Duttry be reimbursed by Defendant, Leah M. Lewis, for the following:

a. The costs of materials and labor in making improvements to the log cabin, including major appliances.

**V. EVIDENTIARY PROBLEMS:**

It is not expected that there will be any extraordinary evidentiary problems at time of trial. However, Plaintiffs intend to introduce a video or videos taken of the improvements and therefore a television with a VCR will need to be available.

**VI. LIKELY LIST OF STIPULATIONS:**

Plaintiffs are willing to stipulate that:

i. copies of documents (i.e. canceled checks, deeds, agreements, maps, etc.) will be sufficient to be admitted into evidence rather than compelling that the parties produce the originals.

ii. Plaintiffs expect Defendants will stipulate to the authenticity of the Divorce Decree and the Marriage Settlement

Agreement between Rosemary Lewis and Gerald C. Lewis, and also to the Last Will and Testament of Rosemary Lewis;

iii. Plaintiffs expect that Defendants will stipulate to the chain of title of the land which is the subject of this dispute from the time it vested in Gerald C. Lewis and Rosemary S. Lewis up to the time the residue of said premises was conveyed to Defendant, Leah M. Lewis, in the year 2000.

**VII. SPECIAL POINTS FOR CHARGE:**

No points for charge will be submitted since this is a non-jury case.

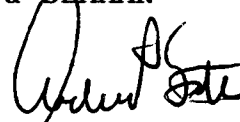
**VIII. ESTIMATED TIME FOR TRIAL:**

1  $\frac{1}{2}$  to 2 days.

Respectfully submitted,

GATES & SEAMAN

By:



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Andrew P. Gates, Esquire

Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

Date: January 10, 2003

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

CHARLES J. LEWIS and  
CATHERINE A. DUTTRY,  
Plaintiffs

vs.

LEAH M. LEWIS, now known as  
LEAH M. BORDERS and  
WALTER JOSEPH BORDERS,  
Defendants

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No. 02- 716 - CD

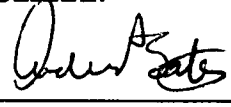
CERTIFICATE OF SERVICE

I hereby certify that I mailed by regular U. S. mail,  
postage prepaid on the 10<sup>th</sup> day of January, 2003, a true and  
correct copy of Plaintiffs' Pre-Trial Memorandum to:

Jeffrey S. DuBois, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P. O. Box 487  
DuBois, Pennsylvania 15801.

GATES & SEAMAN

By

  
Andrew P. Gates, Esquire

Date		Judge
05/06/2002	Filing: Complaint in Equity Paid by: Gates, Andrew P. (attorney for Lewis, Charles J) Receipt number: 1842056 Dated: 05/06/2002 Amount: \$80.00 (Check) Two CC Attorney Gates	No Judge
	Petition for Preliminary Injunction to Enjoin: 1) The Sale, Conveyance, Transfer or Assignment of Real Estate Presently Titled in the Name of Leah M. Lewis; 2) Defendants from Going on that Portion of the Real Estate Presently Utilized by "Muddy Run Raceway" or Otherwise Interfering with Access to said "Muddy Run Raceway" by Plaintiffs and Patrons of "Muddy Run Raceway"; and 3) Defendants from Going in or Otherwise Interfering with Plaintiff's Peaceful Possession and Quiet Enjoyment of the Family Residence, filed by s/Andrew Gates, Esq. Two CC Attorney Gates	No Judge
05/07/2002	RULE, AND NOW, this 7th day of May, 2002, Defendants to show cause on the 3rd day of June, 2002, at 9:00 a.m. by the Court, s/FJA,J. 2 cc Atty Gates	Fredric J. Ammerman
05/20/2002	Affidavit of Service, Complaint, Petition for Preliminary Injunction and Rule upon Defendant, LEAH M. LEWIS, s/Heather Roudebush.	Fredric J. Ammerman
	Affidavit of Service, Complaint, Petition for Preliminary Injunction and Rule upon Defendant, WALTER JOSEPH BORDERS. s/Heather Roudebush	Fredric J. Ammerman
06/03/2002	Entry of Appearance, on behalf of Leah M. Lewis, n/k/a Leah M. Borders and Walter Joseph Borders, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric J. Ammerman
	Defendants' Response to Plaintiffs' Petition for Preliminary Injunction, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric J. Ammerman
	ORDER, NOW, this 3rd day of June, 2002, re: Plaintiffs' Petition for Preliminary Injunction. Filed by s/FJA,J. 2 cc Atty Gates, Du Bois	Fredric J. Ammerman
06/13/2002	Praecipe, filed by Atty. Gates. Received \$5,000.00 from Atty. Gates Ck#3491 to be placed in Escrow per Court Order dated June 3, 2002. Money deposited in Escrow account at Clfd. Band & Trust.	Fredric J. Ammerman
07/01/2002	Answer To Plaintiffs' Complaint and New Matter. Filed by s/Jeffrey S. DuBois, Esq. Verification s/Leah M. Borders s/Walter Joseph Borders Certificate of Service 2 cc to Atty	Fredric J. Ammerman
07/22/2002	Plaintiffs' Reply to New Matter. Filed by Atty. Gates. Certificate of Service. No cc.	Fredric J. Ammerman
08/05/2002	Notice of Service of Taking of Deposition of LEAH BORDERS and WALTER JOSEPH BORDERS c/o Jeffrey S. DuBois, Esq. and ASAP REPORTING filed by s/Andrew P. Gates, Esquire no cc	Fredric J. Ammerman
08/08/2002	Notice of Service, Notices of Deposition to ANDREW P. GATES, ESQ. and ASAP REPORTING. filed by s/Jeffrey S. Du Bois, Esq. no cc	Fredric J. Ammerman
09/11/2002	Notice of Service of Requests For Production of Documents upon ANDREW P. GATES, ESQ. s/Jeffrey S. DuBois, Esq. no cc	Fredric J. Ammerman
10/14/2002	Certificate of Readiness. filed by s/Jeffrey S. DuBois, Esq. Copy to CA	Fredric J. Ammerman
11/01/2002	Notice of Service of Plaintiffs' Request For Production Of Documents Directed to Defendants upon: Jeffrey S. DuBois, Esq. filed by s/Andrew P. Gates, Esq.	Fredric J. Ammerman
12/20/2002	Motion for Protective Order, filed by s/Jeffrey S. DuBois Three CC Attorney DuBois	Fredric J. Ammerman
01/02/2003	Notice of Service of Response To Plaintiffs' Requests For Production of Documents upon Andrew P. Gates, Esquire. s/Jeffrey S. DuBois, Esquire 3 cc Atty DuBois	Fredric J. Ammerman

Date		Judge
01/06/2003	X ORDER: AND NOW, this 3rd day of January, 2003 hearing on Motion for Protective Order is scheduled for Jan. 17, 2003 at 1:30 P.M. s/FJA 3 CC to Atty. DuBois	Fredric J. Ammerman
01/20/2003	X ORDER OF COURT, AND NOW, this 17th day of January, 2003, re: Motion For Protective Order. by the Court, s/FJA,J. 3 cc Atty DuBois	Fredric J. Ammerman
	X ORDER, NOW, this 17th day of Jan. 2003, re: Non-Jury Trial scheduled for April 21st and 23rd of 2003, etc. by the Court, s/FJA,J. 2 cc Atty Gates, DuBois, 1 copy Judge Ammerman and CA	Fredric J. Ammerman
04/09/2003	Miscellaneous Payment: Subpoena Paid by: Gates, Andrew Receipt number: 1858507 Dated: 04/09/2003 Amount: \$6.00 (Cash)	Fredric J. Ammerman
04/22/2003	Defendants' Pre-Trial Statement. filed by s/Jeffrey S. DuBois, Esquire Certificate of Service (Filed per Judge Ammerman's Note 4/22/03)	Fredric J. Ammerman
04/28/2003	X ORDER, NOW, this 23rd day of April, 2003, re: CA to schedule additional one day to complete testimony. The Court recommends that the date be on a Monday. by the Court, s/FJA,J. 2 cc Atty Gates, Du Bois	Fredric J. Ammerman
05/12/2003	X ORDER, AND NOW, this 9th day of May, 2003, re: Continuation of the Civil Non-Jury Trial has been scheduled for Monday, June 23, 2003, at 8:30 a.m. by the Court, s/FJA,J. 1 cc Atty Gates, DuBois	Fredric J. Ammerman
06/25/2003	ORDER, NOW, this 23rd day of June, 2003, re: Counsel for both parties to supply the Court w/appropriate Brief within no more than 25 days from this date, and shall then have the opportunity to respond to opposing counsel's Brief within no more than ten (10) days thereafter. by the Court, s/FJA,J. 2 cc Atty Gates, Atty DuBois	Fredric J. Ammerman
09/10/2003	X OPINION AND ORDER, NOW, this 8th day of September, 2003. by the Court, s/FJA,J. 2 cc to Atty Gates, DuBois, 2 copies to Judge Ammerman, 1 copy CA, Law Library and Atty D. Mikesell cK #1167 issued in the amount of \$5115.00 to Plaintiff, given to Attorney Andrew P. Gates, Esq.	Fredric J. Ammerman
09/22/2003	X Motion for Post-Trial Relief filed by Atty. DuBois. 4 CC to Atty. Dubois	Fredric J. Ammerman

Date		Judge
05/06/2002	① Filing: Complaint in Equity Paid by: Gates, Andrew P. (attorney for Lewis, Charles J) Receipt number: 1842056 Dated: 05/06/2002 Amount: \$80.00 (Check) Two CC Attorney Gates	No Judge 65
	② Petition for Preliminary Injunction to Enjoin: 1) The Sale, Conveyance, Transfer or Assignment of Real Estate Presently Titled in the Name of Leah M. Lewis; 2) Defendants from Going on that Portion of the Real Estate Presently Utilized by "Muddy Run Raceway" or Otherwise Interfering with Access to said "Muddy Run Raceway" by Plaintiffs and Patrons of "Muddy Run Raceway"; and 3) Defendants from Going in or Otherwise Interfering with Plaintiff's Peaceful Possession and Quiet Enjoyment of the Family Residence, filed by s/Andrew Gates, Esq. Two CC Attorney Gates	No Judge 10
05/07/2002	RULE, AND NOW, this 7th day of May, 2002, Defendants to show cause on the 3rd day of June, 2002, at 9:00 a.m. by the Court, s/FJA,J. 2 cc Atty Gates	Fredric J. Ammerman
05/20/2002	③ Affidavit of Service, Complaint, Petition for Preliminary Injunction and Rule upon Defendant, LEAH M. LEWIS, s/Heather Roudebush.	Fredric J. Ammerman
	④ Affidavit of Service, Complaint, Petition for Preliminary Injunction and Rule upon Defendant, WALTER JOSEPH BORDERS. s/Heather Roudebush	Fredric J. Ammerman
06/03/2002	Entry of Appearance, on behalf of Leah M. Lewis, n/k/a Leah M. Borders and Walter Joseph Borders, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric J. Ammerman
	⑤ Defendants' Response to Plaintiffs' Petition for Preliminary Injunction, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric J. Ammerman
	⑥ ORDER, NOW, this 3rd day of June, 2002, re: Plaintiffs' Petition for Preliminary Injunction. Filed by s/FJA,J. 2 cc Atty Gates, Du Bois	Fredric J. Ammerman
06/13/2002	Praecipe, filed by Atty. Gates. ⑦ Received \$5,000.00 from Atty. Gates Ck#3491 to be placed in Escrow per Court Order dated June 3, 2002. Money deposited in Escrow account at Clfd. Band & Trust.	Fredric J. Ammerman
07/01/2002	⑧ Answer To Plaintiffs' Complaint and New Matter. Filed by s/Jeffrey S. DuBois, Esq. Verification s/Leah M. Borders s/Walter Joseph Borders Certificate of Service 2 cc to Atty	Fredric J. Ammerman
07/22/2002	⑨ Plaintiffs' Reply to New Matter. Filed by Atty. Gates. Certificate of Service. No cc.	Fredric J. Ammerman
08/05/2002	⑩ Notice of Service of Taking of Deposition of LEAH BORDERS and WALTER JOSEPH BORDERS c/o Jeffrey S. DuBois, Esq. and ASAP REPORTING filed by s/Andrew P. Gates, Esquire no cc	Fredric J. Ammerman
08/08/2002	⑪ Notice of Service, Notices of Deposition to ANDREW P. GATES, ESQ. and ASAP REPORTING. filed by s/Jeffrey S. Du Bois, Esq. no cc	Fredric J. Ammerman
09/11/2002	⑫ Notice of Service of Requests For Production of Documents upon ANDREW P. GATES, ESQ. s/Jeffrey S. DuBois, Esq. no cc	Fredric J. Ammerman
10/14/2002	⑬ Certificate of Readiness. filed by s/Jeffrey S. DuBois, Esq. Copy to CA	Fredric J. Ammerman
11/01/2002	⑭ Notice of Service of Plaintiffs' Request For Production Of Documents Directed to Defendants upon: Jeffrey S. DuBois, Esq. filed by s/Andrew P. Gates, Esq.	Fredric J. Ammerman
12/20/2002	⑮ Motion for Protective Order, filed by s/Jeffrey S. DuBois Three CC Attorney DuBois	Fredric J. Ammerman
01/02/2003	⑯ Notice of Service of Response To Plaintiffs' Requests For Production of Documents upon Andrew P. Gates, Esquire. s/Jeffrey S. DuBois, Esquire 3 cc Atty DuBois	Fredric J. Ammerman
01/06/2003	ORDER: AND NOW, this 3rd day of January, 2003 hearing on Motion for Protective Order is scheduled for Jan. 17, 2003 at 1:30 P.M. s/FJA 3 CC to Atty. DuBois	Fredric J. Ammerman
01/20/2003	⑰ ORDER OF COURT, AND NOW, this 17th day of January, 2003, re: Motion For Protective Order. by the Court, s/FJA,J. 3 cc Atty DuBois	Fredric J. Ammerman

Date	Judge
01/20/2003	Fredric J. Ammerman
04/09/2003	Fredric J. Ammerman
04/22/2003	Fredric J. Ammerman
04/28/2003	Fredric J. Ammerman
05/12/2003	Fredric J. Ammerman
06/25/2003	Fredric J. Ammerman
09/10/2003	Fredric J. Ammerman
09/22/2003	Fredric J. Ammerman
09/29/2003	Fredric J. Ammerman
09/30/2003	Fredric J. Ammerman
10/07/2003	Fredric J. Ammerman
10/16/2003	Fredric J. Ammerman
10/20/2003	Fredric J. Ammerman
10/24/2003	Fredric J. Ammerman

19 ORDER, NOW, this 17th day of Jan. 2003, re: Non-Jury Trial scheduled for April 21st and 23rd of 2003, etc. by the Court, s/FJA,J. 2 cc Atty Gates, DuBois, 1 copy Judge Ammerman and CA  
 20 Miscellaneous Payment: Subpoena Paid by: Gates, Andrew Receipt number: 1858507 Dated: 04/09/2003 Amount: \$6.00 (Cash)  
 20 Defendants' Pre-Trial Statement. filed by s/Jeffrey S. DuBois, Esquire  
 20 Certificate of Service (Filed per Judge Ammerman's Note 4/22/03)  
 21 ORDER, NOW, this 23rd day of April, 2003, re: CA to schedule additional one day to complete testimony. The Court recommends that the date be on a Monday. by the Court, s/FJA,J. 2 cc Atty Gates, Du Bois  
 22 ORDER, AND NOW, this 9th day of May, 2003, re: Continuation of the Civil Non-Jury Trial has been scheduled for Monday, June 23, 2003, at 8:30 a.m. by the Court, s/FJA,J. 1 cc Atty Gates, DuBois  
 23 ORDER, NOW, this 23rd day of June, 2003, re: Counsel for both parties to supply the Court w/appropriate Brief within no more than 25 days from this date, and shall then have the opportunity to respond to opposing counsel's Brief within no more than ten (10) days thereafter. by the Court, s/FJA,J. 2 cc Atty Gates, Atty DuBois  
 24 OPINION AND ORDER, NOW, this 8th day of September, 2003. by the Court, s/FJA,J. 2 cc to Atty Gates, DuBois, 2 copies to Judge Ammerman, 1 copy CA, Law Library and Atty D. Mikesell ck #1167 issued in the amount of \$5115.00 to Plaintiff, given to Attorney Andrew P. Gates, Esq. (filed sep.) Order #25  
 26 Motion for Post-Trial Relief filed by Atty. DuBois. 4 CC to Atty. Dubois  
 27 Certificate of Service, 24th day of September, 2003, Motion for Post-Trial Relief upon: ANDREW P. GATES, ESQUIRE. s/Jeffrey S. DuBois, Esquire no cc  
 28 ORDER, NOW, this 26th day of September, 2003, re: Motion for Post-Trial Relief be and is hereby DENIED. by the Court, s/FJA,J. 2 cc Atty Gates, DuBois  
 29 Filed: Bill of Costs by Atty. Gates. No cc.  
 30 Defendants' Exceptions To Plaintiffs Petition For Bill Of Costs. filed by s/Jeffrey S. DuBois, Esquire Certificate of Service 3 cc to Atty  
 31 Filing: Judgment Paid by: Gates, Andrew P. (attorney for Lewis, Charles J.) Receipt number: 1867832 Dated: 10/20/2003 Amount: \$20.00 (Check)  
 31 PRAECIPE, for entry of final judgment in favor of the Plaintiffs and against the Defendants. filed by s/Andrew P. Gates, Esquire Certificate of Service no cc  
 32 Filing: Notice of Appeal to High Court Paid by: DuBois, Jeffrey S. (attorney for Lewis, Leah M.) Receipt number: 1868064 Dated: 10/24/2003 Amount: \$45.00 (Check) One CC to Superior Court with Jeffrey S. DuBois' check #1092 for \$60.00