

02-1034-CD
Samuel Lansberry vs Donna Bilger

02

02-1034-CD
SAMUEL J. LANSBERRY, INC. -vs- DONNA L. BILGER

Date: 08/26/2003

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 10:59 AM

ROA Report

Page 1 of 1

Case: 2002-01034-CD

Current Judge: No Judge

Samuel J. Lansberry, Inc. vs. Donna L. Bilger

District Justice Appeal

Date		Judge
07/01/2002	Filing: Notice of Appeal/DJ Appeal Paid by: Smith, David G., Attorney Receipt number: 1844724 Dated: 07/01/2002 Amount: \$80.00 (Check) Praecipe to Enter Rule to File Complaint and Rule to File Praecipe: To Prothonotary Enter rule upon Samuel J. Lansberry, Inc., appellee(s), to file a complaint in this appeal (Common Pleas No. 02-1034-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros. s/David G. Smith Rule: To Samuel J. Lansberry, Inc., appellee Copies to Attorney Smith	No Judge ✓
07/17/2002	Transcript From Justice Rudella. Filed. no cc	No Judge ✓
07/26/2002	Complaint. Filed by s/Peter F. Smith, Esq. Verification s/Samuel J. Lansberry 2 cc to Atty	No Judge ✓
	Certificate of Service, Civil Complaint upon DAVID G. SMITH, ESQ. s/Peter F. Smith, Esq. no cc	No Judge ✓
09/27/2002	Answer, New Matter and Counterclaim. s/ David G. Smith, Esq. Verification s/Donna L. Bilger no cc	No Judge ✓
09/30/2002	Certificate of Service, Notice to Plead and Answer, New Matter and Counterclaim upon PETER F. SMITH, ESQ. s/David G. Smith, Esq. no cc	No Judge ✓
10/17/2002	Filing: Plaintiff's Answer to Defendant's New Matter and Counterclaim. No CC.	No Judge ✓
	Filing: Certificate of Service of Plaintiff's Answer to Defendant's New Matter and Counterclaim. No CC.	No Judge ✓
12/05/2002	Filing: Praecipe/List For Arbitration Paid by: Peter F. Smith, Attorney for Plaintiff Receipt number: 1852327 Dated: 12/05/2002 Amount: \$20.00 (Check) No CC.	No Judge ✓
12/06/2002	Filing: Certificate of Service of Praecipe to list for Arbitration. No cc.	No Judge ✓
02/26/2003	Motion For Continuance. filed by s/David G. Smith, Esq. Verification s/David G. Smith, Esq. 6 ccto Atty D. Smith	No Judge ✓
03/04/2003	ORDER, AND NOW, this 3rd day of March, 2003, re: Arbitration that was previously scheduled for Monday, March 10th, 2003, at 9 a.m. is to be rescheduled. by the Court, s/JKR, JR., P.J. 6 cc Atty D. Smith	No Judge ✓

[Caption]

PRAECIPE FOR WRIT OF POSSESSION

UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue writ of possession upon the judgment in ejectment entered by confession in the above matter.

Certification

I certify that

- (1) This praecipe is based upon a judgment entered by confession, and
(Delete three of the following paragraphs which are inapplicable.)
- (2) Notice pursuant to Rule 2973.3 has been served at least thirty days prior to the filing of this praecipe as evidenced by a return of service filed of record.
- (3) Notice pursuant to Rule 2973.4 will be served with the writ of possession.
- (e) Notice was served in connection with a prior execution on this judgment and, pursuant to Rule 2973.4(b), no further notice is required.
- (f) Notice is not required under Rule 2973.1(c) because a petition to open or strike the judgment was previously filed.

Attorney for

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

46th

COMMON PLEAS No.

02-1034-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Donna L. Bilger</u>		MAG. DIST. NO. OR NAME OF D.J. <u>46-3-03</u>	
ADDRESS OF APPELLANT <u>R.R.#1, Box 159</u>		CITY <u>Mount Union</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>6/13/02</u>	IN THE CASE OF (Plaintiff) <u>Samuel J. Lansberry, Inc.</u>		ZIP CODE <u>17066</u>
CLAIM NO. CV <u>0000112-02</u> LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>David G S</u>	
DATE OF JUDGMENT <u>6/13/02</u>		IN THE CASE OF (Plaintiff) <u>Samuel J. Lansberry, Inc.</u>	
CLAIM NO. CV <u>0000112-02</u> LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>David G S</u>	

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

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

Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Samuel J. Lansberry, Inc., appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 02-1034-CD) within twenty (20) days after service of rule or sufficiency of judgment of non pros.

RULE: To Samuel J. Lansberry, Inc., appellee(s)

Name of appellee(s)

Signature of appellant or his attorney or agent

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

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

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

Date: July 1, 2002

Signature of Prothonotary or Deputy

FILED

m/1:04 PM
JUL 01 2002
Copies to Atty Smith

William A. Shaw
Prothonotary

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 19____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____.



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFELD

Mag. Dist. No.: 46-3-03
CJ Name: Hon.
Address: MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA
Telephone: (814) 345-6789 16847-0000

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

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME AND ADDRESS
SAMUEL J. LANSBERRY, INC.
P.O. BOX 58
WOODLAND, PA 16881

VS.
DEFENDANT: NAME AND ADDRESS
BILGER, DONNA L.
R.R.1 BOX 159
MT UNION, PA 17066

Docket No.: CV-0000112-02
Date Filed: 5/22/02



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

- ☒ Judgment was entered for: (Name) SAMUEL J. LANSBERRY, INC.
☒ Judgment was entered against: (Name) BILGER, DONNA L.

in the amount of \$ 3,192.46 on: (Date of Judgment) 6/13/02

- ☐ Defendants are jointly and severally liable.
☐ Damages will be assessed on:
☐ This case dismissed without prejudice.
☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$
☐ Levy is stayed for _____ days or ☐ generally stayed.
☐ Objection to levy has been filed and hearing will be held:

(Date & Time)

Amount of Judgment	\$ 3,122.96
Judgment Costs	\$ 69.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,192.46
Post Judgment Credits	\$
Post Judgment Costs	\$
Certified Judgment Total	\$

Date:	Place:
Time:	

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

6-13-02 Date M.A. Rudella, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
6-19-02 Date M.A. Rudella, District Justice

My commission expires first Monday of January, 2006

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA
Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789** **16847-0000**

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

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

NAME and ADDRESS

SAMUEL J. LANSBERRY, INC.
P.O. BOX 58
WOODLAND, PA 16881

VS.

DEFENDANT:

NAME and ADDRESS

BILGER, DONNA L.
R.R.1 BOX 159
MT UNION, PA 17066

Docket No.: **CV-0000112-02**
Date Filed: **5/22/02**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

☒ Judgment was entered for: (Name) **SAMUEL J. LANSBERRY, INC.**

☒ Judgment was entered against: (Name) **BILGER, DONNA L.**

in the amount of \$ **3,192.46** on: (Date of Judgment) **6/13/02**

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

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

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

☐ Levy is stayed for _____ days or ☐ generally stayed.

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

Amount of Judgment	\$ 3,122.96
Judgment Costs	\$ 69.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,192.46
Post Judgment Credits	\$ —
Post Judgment Costs	\$ —
Certified Judgment Total	\$ 3192.46

FILED

Date:

Place:

Time:

JUL 17 2002

01232100CC

William A. Shaw
Prothonotary

(KEY)

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

6-13-02 Date **MA Rudella**, District Justice

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

7/14/02 Date **MA Rudella**, District Justice

My commission expires first Monday of January,

2006

SEAL

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

SAMUEL J. LANSBERRY, INC,
Plaintiff

vs.

DONNA L. BILGER,
Defendant

No. 2002-1034-CD

Type of Case:
CIVIL

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel for This Party:
PETER F. SMITH, ESQUIRE
Supreme Court ID #34291
P. O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Counsel for Defendant:
DAVID G. SMITH, ESQUIRE
305 Mifflin Street
Huntingdon, PA 16652

FILED

JUL 20 2002

0/31251u
William A. Shaw
Prothonotary

2 Cert to Att

EKS

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

No. 2002-1034-CD

vs.

DONNA L. BELGER,
Defendant

NOTICE TO DEFEND

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830
(814) 765-2641

4. The value of the transportation services provided by Plaintiff to Defendant totals \$3,122.96.

5. Defendant was billed for these amounts but has failed to pay.

6. These transportation services were provided by Plaintiff's trucks originating from Woodland, Clearfield County, PA.

7. The contracts between the parties for transportation services were made at Plaintiff's terminal in Woodland, Clearfield County, PA where the orders were received from Defendant and accepted by Plaintiff over the phone.

8. The Defendant was in business with her husband, Lee A. Bilger, and together with him did business under the name "Bilger Concrete".

9. Lee A. Bilger filed personal bankruptcy at Case No. 1-02-00739 in the United States Bankruptcy Court for the Middle District of Pennsylvania and was discharged from his personal liability by Order dated June 6, 2002. A true and correct copy of said Order is attached hereto and incorporated herein by reference as Exhibit B.

10. The discharge of Defendant's husband did not discharge her from her liability to Plaintiff.

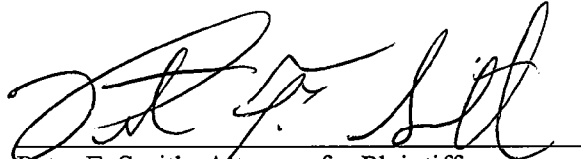
11. Written and oral demand have been made on the Defendant to pay the balance due Plaintiff, but she has failed to do so. A true and correct copy of a demand letter from Plaintiff's counsel to the Defendant dated April 10, 2002 is attached hereto and incorporated herein by reference as Exhibit C.

WHEREFORE, Plaintiff prays that judgment be entered in its favor and against the Defendant in the amount of \$3,122.96 together with interest at the statutory rate and court costs.

Respectfully submitted,

Date:

7-26-02



Peter F. Smith, Attorney for Plaintiff

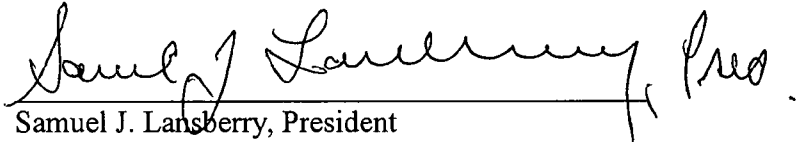
VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

SAMUEL J. LANSBERRY, INC.

Dated: _____

7-26-02

 Pres.



Samuel J. Lansberry, President

MC 129124
PUC A9942

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

P.O. BOX 58
WOODLAND, PA 16881-0058
PHONE: (814) 857-7651
FAX: (814) 857-7916

CENTRAL BUILDERS SUPPLY

NORTHUMBERLAND, PA 17857

Bill to: 70397

Consignee: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066

NO. 00097846

SHOW ABOVE NO.
WHEN REMITTING

ORIGIN		SHIPPER'S ORDER NUMBER		DATE	
NORTHUMBERLAND, PA		05/30/01		06/06/01	
68727		FUEL SURCHARGE - 6%		49100 5.00 122.75 7.37	
68727		FUEL SURCHARGE - 6%		44340 5.00 110.85 6.65	
TOTAL LBS:				93440	
TOTAL TONNAGE:				46.72	
TOTAL INVOICE:				\$ 247.62	
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.		THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 230 PART 2 OF THE MOTOR CARRIER ACT OF 1935, AND THE PUBLIC UTILITY COMMISSION ACT.		RECEIVED THE ABOVE IN GOOD CONDITION NAME	

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

NO. 00098133

MC 129124
PUC A98642

P.O. BOX 58

WOODLAND, PA 16881-0058

PHONE: (814) 857-7651

FAX: (814) 857-7916



SHOW ABOVE NO.
WHEN REMITTING

CENTRAL BUILDERS SUPPLY

NORTHUMBERLAND, PA 17 57

BILL TO: 70397

Consignee: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066

TERMS - NET 7 DAYS

ORIGIN	NORTHUMBERLAND, PA	SHIPPER'S ORDER NUMBER	DATE
			07/05/01
DESCRIPTION OF ARTICLES			
70200	06/26/01 SAND FUEL SURCHARGE %	50300 125.75	125.75 7.55
70271	06/27/01 SAND FUEL SURCHARGE %	47860 119.65	119.65 7.18
TOTAL LBS		98160	
TOTAL TONNAGE		49.08	
TOTAL INVOICE			\$ 260.13
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.		RECEIVED THE ABOVE IN GOOD CONDITION NAME	
THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 233 PART 2 OF THE MOTOR CARRIER ACT OF 1935 AND THE PUBLIC UTILITY COMMISSION ACT.			

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

P.O. BOX 58
WOODLAND, PA 16881-0058
PHONE: (814) 857-7651
FAX: (814) 857-7916

SHIPPING INVOICE 70397
CENTRAL BUILDERS SUPPLY



NO. 00078193

SHOW ABOVE NO.
WHEN REMITTING

NORTHUMBERLAND, PA 17811

Bill to: 70397

Consignee: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066

TERMS: NET 7 DAYS

ORIGIN	SHIPPER'S OFFICE NUMBER	DATE			
NORTHUMBERLAND, PA		07/11/01			
70693	07/06/01 SAND FUEL SURCHARGE -	46840 117.10	5.00 0.05	117.10 5.86	
70703	07/06/01 SAND FUEL SURCHARGE -	48780 121.95	5.00 0.05	121.95 6.10	
70714	07/06/01 SAND FUEL SURCHARGE -	45480 113.70	5.00 0.05	113.70 5.69	
	TOTAL LBS:	141100			
	TOTAL TONNAGE:	70.55			
	TOTAL INVOICE:				\$ 370.40

ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS
FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE
PRESENTED WITHIN 15 DAYS AFTER DELIVERY.

THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE
COMMERCE COMMISSION, IN RULE SECTION 233 PART 2 OF THE MOTOR
CARRIER ACT OF 1935 AND THE PUBLIC UTILITY COMMISSION ACT.

RECEIVED THE ABOVE IN GOOD CONDITION

DATE

NO. 00098253

ORIGINAL FREIGHT BILL
Samuel J. Lansberry, Inc.

P.O. BOX 58
 WOODLAND, PA 16881-0058
 PHONE: (814) 857-7651
 FAX: (814) 857-7916

SHOW ABOVE NO.
 WHEN REMITTING



NORTHUMBERLAND, PA 17857

Bill to: 70397
 BILGER CONCRETE
 R.R.#2, BOX 159
 MT UNION, PA 17066

Consignee: 70397
 BILGER CONCRETE
 R.R.#1 BOX 159
 MT UNION, PA 17066

TERMS - NET 7 DAYS

ORIGIN	SHIPPER'S ORDER NUMBER	DATE	TOTAL LBS:		TOTAL TONNAGE:		TOTAL INVOICE:	
NORTHUMBERLAND, PA		07/18/01	48740	5.00	121.85	5.00	121.85	
70009	07/09/01 SAND FUEL SURCHARGE - 5%		121.85	0.05	6.09			
70997	07/11/01 SAND FUEL SURCHARGE - 5%		50100	5.00	125.25	5.00	125.25	
			125.25	0.05	6.26			
			98840					\$ 259.45
			49.42					

THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 233, PART 2 OF THE MOTOR CARRIER ACT OF 1935, AND THE PUBLIC UTILITY COMMISSION ACT.

ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.

RECEIVED THE ABOVE IN GOOD CONDITION
 NAME

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.
 P.O. BOX 58
 WOODLAND, PA 16881-0058
 PHONE: (814) 857-7651
 FAX: (814) 857-7916

NO. 00098256

MC 12824
 PUC A95642

EASTERN INDUSTRIES, INC.
 MILROY, PA 17063

Bill to: 70397

Consignee: 70397

BILGER CONCRETE
 R.R. #2, BOX 159
 MT UNION, PA 17066

BILGER CONCRETE
 R.R. #1 BOX 159
 MT UNION, PA 17066

SHOW ABOVE NO. WHEN REMITTING

Bill to: 70397

Consignee: 70397

BILGER CONCRETE
 R.R. #2, BOX 159
 MT UNION, PA 17066

BILGER CONCRETE
 R.R. #1 BOX 159
 MT UNION, PA 17066

ORIGIN		SHIPPER'S ORDER NUMBER		DATE	
MILROY, PA		07/18/01		07/18/01	
230012		07/18/01 STONE		46280 3.00	
FUEL SURCHARGE - 5%				69.12 0.05	
TOTAL LBS:		46280		69.42	
TOTAL TONNAGE:		23.14		3.47	
TOTAL INVOICE:				72.89	
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.		THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 238 PART 2 OF THE MOTOR CARRIER ACT OF 1935, AND THE PUBLIC UTILITY COMMISSION ACT.		RECEIVED THE ABOVE IN GOOD CONDITION	

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

NO. 0098317

MC 129124

PUC A93642

P.O. BOX 58

WOODLAND, PA 16881-0058

PHONE: (814) 857-7651

FAX: (814) 857-7916

70397
CENTRAL BUILDERS SUPPLY

PORTHUMBERLAND, PA 17857

Bill to: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

Consignee: 70397

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066



SHOW ABOVE NO.
WHEN REMITTING

TERMS - NET 7 DAYS

ORIGIN NORTHUMBERLAND, PA	SHIPPER'S ORDER NUMBER	DATE 07/25/01
71411	07/20/01 SAND FUEL SURCHARGE - 5%	48620 5.00 121.55 121.55 0.05 6.08
TOTAL LBS: 48620 TOTAL TONNAGE: 24.31 TOTAL INVOICE: \$ 127.63		
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.	THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 233 PART 2 OF THE MOTOR CARRIER ACT OF 1935, AND THE PUBLIC UTILITY COMMISSION ACT.	
RECEIVED THE ABOVE IN GOOD CONDITION		NAME

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

NO. 00098379

P.O. BOX 58

WOODLAND, PA 16881-0058

PHONE: (814) 857-7651

FAX: (814) 857-7916

NORTHUMBERLAND, PA 17857

Bill to: 70397

Consignee: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066

TERMS - NET 7 DAYS

ORIGIN	SHIPPER'S ORDER NUMBER	DATE	TOTAL LBS		TOTAL TONNAGE		TOTAL INVOICE	
NORTHUMBERLAND, PA		08/01/01	48060	5.00	120.15	4.81		
71538	07/24/01 SAND FUEL SURCHARGE - 4%		120.15	0.04				
71587	07/25/01 SAND FUEL SURCHARGE - 4%		47220	5.00	119.80	4.79		
71599	07/25/01 SAND FUEL SURCHARGE - 4%		119.80	0.04				
71661	07/26/01 SAND FUEL SURCHARGE - 4%		50520	5.00	126.30	5.05		
			126.30	0.04				
			49040	5.00	122.60	4.90		
			122.60	0.04				
			TOTAL LBS		195540			
			TOTAL TONNAGE		97.77			
			TOTAL INVOICE				\$ 508.40	

ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.

THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 233 PART 2 OF THE MOTOR CARRIER ACT OF 1935, AND THE PUBLIC UTILITY COMMISSION ACT.

RECEIVED THE ABOVE IN GOOD CONDITION
NAME

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

P.O. BOX 58
WOODLAND, PA 16881-0058
PHONE: (814) 857-7651
FAX: (814) 857-7916

CENTRAL BUILDERS SUPPLY
NORTHUMBERLAND, PA 17857

NO. 00098443

SHOW ABOVE NO.
WHEN REMITTING

Consignee: 70397

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066

Bill to: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

TERMS - NET 7 DAYS

ORIGIN NORTHUMBERLAND, PA		SHIPPER'S ORDER NUMBER	DATE 08/08/01
71872	07/31/01 SAND FUEL SURCHARGE - 4X	50260 123.65	5.00 0.04
72025	08/02/01 SAND FUEL SURCHARGE - 4X	48640 121.60	5.00 0.04
TOTAL LBS TOTAL TONNAGE TOTAL INVOICE		98900 49.45	\$ 257.14
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.		RECEIVED THE ABOVE IN GOOD CONDITION NAME	

THIS BILL MUST BE PAID WITHIN 7 DAYS TO COMPLY WITH THE INTERSTATE COMMERCE COMMISSION RULE, SECTION 233 PART 2 OF THE MOTOR CARRIER ACT OF 1935, AND THE PUBLIC UTILITY COMMISSION ACT.

NO. 00098564

ORIGINAL FREIGHT BILL **Samuel J. Lansberry, Inc.**

MC 123124
PUC A98642

Central Builders Supply
P.O. BOX 58
WOODLAND, PA 16881-0058
PHONE: (814) 857-7651
FAX: (814) 857-7916



SHOW ABOVE NO.
WHEN REMITTING

NORTHUMBERLAND, PA 17857

Bill to: 70397

BILGER CONCRETE
R.R. #2, BOX 159
MT UNION, PA 17066

Consignee: 70397

BILGER CONCRETE
R.R. #1 BOX 159
MT UNION, PA 17066

TERMS - NET 7 DAYS

ORIGIN NORTHUMBERLAND, PA		SHIPPER'S ORDER NUMBER	DATE 08/22/01
72662	08/16/01 SAND FUEL SURCHARGE - 4%	48100 120.25	5.00 0.04
72713	08/17/01 SAND FUEL SURCHARGE - 4%	50860 127.15	5.00 0.04
TOTAL LBS: TOTAL TONNAGE: TOTAL INVOICE:		98960 49.48	\$ 257.30
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.		RECEIVED THE ABOVE IN GOOD CONDITION NAME	

MC 12124
PUC A98642

ORIGINAL FREIGHT BILL

Samuel J. Lansberry, Inc.

P.O. BOX 58

WOODLAND, PA 16881 0058
PHONE: (814) 857-7651
FAX: (814) 857-7916



NO. 00098708

SHOW ABOVE NO.
WHEN REMITTING

NORTHUMBERLAND, PA 17057

Bill to: 70397

Consignee: 70397

BILGER CONCRETE
R.R.#2, BOX 159
MT UNION, PA 17066

BILGER CONCRETE
R.R.#1 BOX 159
MT UNION, PA 17066

TERMS: NET 7 DAYS

ORIGIN	SHIPPER'S ORDER NUMBER	DATE
NORTHUMBERLAND, PA		09/05/01
73300	08/30/01 SAND FUEL SURCHARGE - 5%	49000 5.00 122.50 6.13
73306	08/30/01 SAND FUEL SURCHARGE - 5%	48500 5.00 121.25 6.06
TOTAL LBS TOTAL TONNAGE TOTAL INVOICE		97500 48.75 \$ 255.94
ORIGINAL PAID FREIGHT BILL MUST ACCOMPANY CLAIMS FOR OVERCHARGE, LOSS OR DAMAGE. ALL CLAIMS MUST BE PRESENTED WITHIN 15 DAYS AFTER DELIVERY.		RECEIVED THE ABOVE IN GOOD CONDITION NAME

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

April 10, 2002

Certified Mail
No. 7001 0360 0001 7574 3358

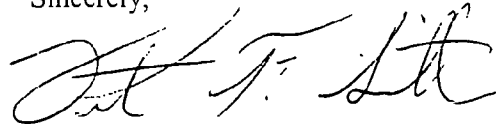
Donna L. Bilger
R.R. 1 Box 159
Mt. Union, PA 17066

Dear Ms. Bilger:

I represent Samuel J. Lansberry, Inc. From May 30, 2001 through September 14, 2001, my client transported sand pursuant to your order. I enclose copies of the invoices. The total which my client billed you of \$3,122.96 has not been paid.

I write to advise that unless this amount is paid in full in cash, Cashier's Check, or other certified funds within 10 days of the date of this letter, that is on or before Monday, April 22, 2002, I will institute proceedings to collect the balance due by process of law.

Sincerely,



Peter F. Smith

PFS/hab

Enclosure

cc: Samuel J. Lansberry, Sr.

EXHIBIT C

FILED

JUL 26 2002

William A. Shaw
Prothonotary

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

No. 2002-1034-CD

vs.

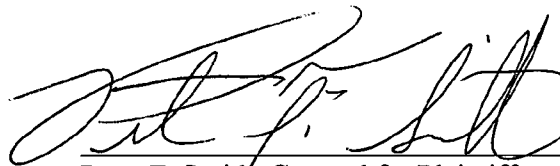
DONNA L. BILGER,
Defendant

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of a **CIVIL COMPLAINT** to the attorney for the Defendant on July 26, 2002 at the following address:

David G. Smith
Attorney at Law
305 Mifflin Street
Huntingdon, PA 16652

Date: July 26, 2002



Peter F. Smith, Counsel for Plaintiff

FILED

JUL 26 2002

0/3:25/14

William A. Shaw
Prothonotary

NO CERT COPY



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

SAMUEL J. LANSBERRY, INC.,
PLAINTIFF

No. 2002-1034-CD

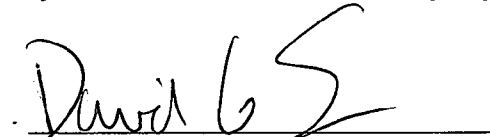
VS.

DONNA L. BILGER,
DEFENDANT

NOTICE TO PLEAD

TO: SAMUEL J. LANSBERRY, INC., PLAINTIFF

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


David G. Smith, Esquire
Attorney for Defendant
305 Mifflin Street
Huntingdon, PA 16652
(814) 641-7626
Atty. ID 65317

Date: September 26, 2002

FILED

SEP 27 2002

William A. Shaw
Prothonotary

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

SAMUEL J. LANSBERRY, INC.,	:	No. 2002-1034-CD
PLAINTIFF	:	
	:	
VS.	:	
	:	
DONNA L. BILGER,	:	
DEFENDANT	:	

ANSWER, NEW MATTER AND COUNTERCLAIM

AND NOW, comes the Defendant, Donna L. Bilger, by and through her attorney, David G. Smith, Esquire, and files this Answer to Plaintiff's Complaint, the following of which is a statement thereof:

1. Admitted upon information and belief.
2. Admitted. By way of further, Donna L. Bilger is an adult individual who resides at R. R. #1, Box 159, Mount Union, PA 17066.
3. Denied. It is specifically denied that Defendant, Donna L. Bilger, is an owner operator for Bilger Concrete and strict proof of the same is demanded at the time of trial. By way of further answer, it is admitted that the invoices attached and marked in Plaintiff's Complaint as Exhibit A-1 through A-12 are invoices provided to Bilger Concrete, a sole proprietorship owned and operated by Donna L. Bilger's husband, Lee A. Bilger. It is specifically denied that Donna L. Bilger, in her individual capacity, contracted for or entered into any oral or written agreement for services to be provided to her individually.
4. Denied. It is specifically denied that the Defendant, Donna L. Bilger, contracted for or entered into any agreement that individually bound her to services provided to Bilger Concrete and strict proof of the same is demanded at the time of trial.
5. Denied. It is denied that the Defendant, Donna L. Bilger, contracted for or agreed to in her individual capacity to be responsible for these debts. The services

that Plaintiff alleges it provided were provided to Bilger Concrete, a sole proprietorship owned and operated by the Defendant's husband, Lee Bilger.

6. It is admitted that the transportation services were provided by Plaintiff's trucks; however, it is specifically denied that the Defendant, in her individual capacity, requested that these services be provided to her.

7. Denied. It is specifically denied that Donna L. Bilger, in her individual capacity, acted for or requested that she receive invoices as alleged by the Plaintiff and strict proof of the same is demanded at the time of trial.

8. Admitted in part and denied in part. It is admitted that Lee A. Bilger is Defendant, Donna L. Bilger's, husband; however, it is specifically denied that she was in business with her husband and operated a business under the name of Bilger Concrete and strict proof of the same is demanded at the time of trial. By way of further answer, Lee A. Bilger owned and operated Bilger Concrete as a sole proprietorship.

9. Denied as stated. Pursuant to Exhibit "B" which is attached to Plaintiff's Complaint, Lee A. Bilger filed for bankruptcy individually and as doing business as Bilger Concrete.

10. Denied. The averment set forth in Paragraph 10 of Plaintiff's Complaint sets forth a legal conclusion to which no response is deemed required. To the extent that a response is required, the Defendant, Donna L. Bilger, had no legal obligation to the Plaintiff and strict proof of the same is demanded at the time of trial.

11. Admitted in part and denied in part. It is admitted that the Defendant, Donna L. Bilger, received a letter dated April 10, 2002, which is attached to Plaintiff's Complaint as Exhibit "C". However, it is specifically denied that the Defendant has a duty and obligation to pay any monies that the Plaintiff claims to be due and owed. By way of further answer, the Defendant, Donna L. Bilger, never entered into an agreement for services to be provided to her and strict proof of the same is demanded at the time of trial.

WHEREFORE, it is respectfully requested that your Honorable Court dismiss Plaintiff's Complaint with prejudice and enter judgment in favor of the Defendant, Donna L. Bilger.

NEW MATTER

AND NOW, comes the Defendant, Donna L. Bilger, by and through her attorney, David G. Smith, Esquire, whereby Defendant hereby incorporates Paragraph 1 - 11 of the Answer as if the same were fully set forth herein at length.

12. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

13. Plaintiff entered into an agreement to provide services to Bilger Concrete, a sole proprietorship.

14. At no point in time did the Defendant, Donna L. Bilger, in her individual capacity, enter a written or oral agreement for services as Plaintiff alleges it.

15. The services that Plaintiff provided were provided to Bilger Concrete, a sole proprietorship owned and operated by Defendant's husband, Lee A. Bilger.

16. On or about June 6, 2002, Lee A. Bilger d/b/a Bilger Concrete was granted a discharge under Section 727 of Title 11 of the United States Bankruptcy Code. A copy of the discharge of debtor Order is attached and marked as Exhibit "A".

COUNTERCLAIM

AND NOW, comes the Defendant, Donna L. Bilger, by and through her attorney and files this Counterclaim, the following of which is a statement thereof:

17. Defendant incorporates Paragraph 1 - 16 of her Answer and New Matter as if the same were set forth fully herein.

18. Defendant has been required to hire the law firm of David G. Smith, Esquire to represent her in connection with this lawsuit.

19. There is no basis for the Plaintiff to file a lawsuit against the Defendant, Donna L. Bilger.

20. The Plaintiff entered into a oral contract for services to be provided to Bilger Concrete, a sole proprietorship.

21. Plaintiff had knowledge that the debt incurred by Bilger Concrete had been discharged through a bankruptcy proceeding.

22. Plaintiff had knowledge that Donna L. Bilger was not an officer or owner of Bilger Concrete.

23. There is no basis for which this lawsuit can be brought against her for debt incurred by Bilger Concrete.

24. Defendant will incur legal fees at the hourly rate of \$100.00 an hour.

25. The actions on the part of the Plaintiff in bringing this lawsuit are dilatory and obdurate and not in good faith.

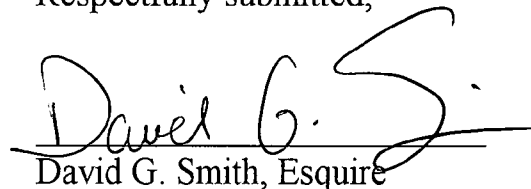
26. Defendant will incur legal fees as a result of this lawsuit.

27. Defendant is requesting that your Honorable Court grant to her legal fees as a result of maintaining and defending against a meritless lawsuit.

28. Defendant is requesting that your Honorable Court grant to her reasonable legal fees.

WHEREFORE, it is respectfully requested that your Honorable Court dismiss the lawsuit that has been filed against the Defendant and award to the Defendant reasonable attorney's fees as a result of defending this matter.

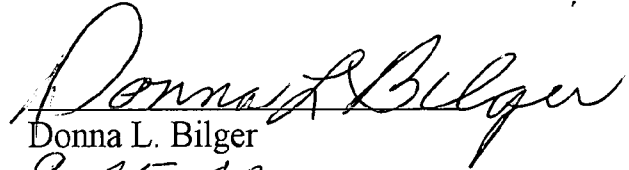
Respectfully submitted,

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

David G. Smith, Esquire
Attorney for Defendant
305 Mifflin Street
Huntingdon, PA 16652
(814) 641-7626
Atty. ID 65317

VERIFICATION

I verify that the statements made in this Answer, New Matter and Counterclaim are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Donna L. Bilger".

Donna L. Bilger

9-25-02

Date

FILED

SEP 27 2002

William A. Shaw
Prothonotary

NO CC
M/2:07
SEP 27 2002
KTP

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

SAMUEL J. LANSBERRY, INC.
PLAINTIFF

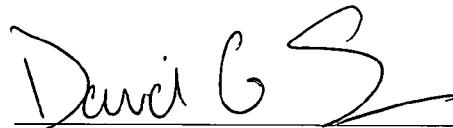
No. 2002-1034-CD

vs.

DONNA L. BILGER,
DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of a Notice to Plead and Answer, New Matter and Counterclaim in the above-captioned action was served on September 26, 2002 on counsel for Defendant, Peter F. Smith, Esquire, by First Class Mail, postage prepaid, mailed at Huntingdon, Pennsylvania to Peter F. Smith, Esquire, P. O. Box 130, 30 South Second Street, Clearfield, PA 16830.



David G. Smith, Esquire
Attorney for Defendant
305 Mifflin Street
Huntingdon, PA 16652
(814) 641-7626
Atty. ID 65317

FILED

SEP 30 2002
cc. [initials]
[initials]

William A. Shaw
Prothonotary

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

SAMUEL J. LANSBERRY, INC,
Plaintiff

vs.

DONNA L. BILGER,
Defendant

No. 2002-1034-CD

Type of Case:
CIVIL

Type of Pleading:
**PLAINTIFF'S ANSWER TO
DEFENDANT'S NEW MATTER
AND COUNTERCLAIM**

Filed on Behalf of:
PLAINTIFF

Counsel for This Party:
PETER F. SMITH, ESQUIRE
Supreme Court ID #34291
P. O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Counsel for Defendant:
DAVID G. SMITH, ESQUIRE
Atty. ID #65317
305 Mifflin Street
Huntingdon, PA 16652
(814) 641-7626

FILED

OCT 17 2002

William A. Shaw
Prothonotary

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

No. 2002-1034-CD

vs.

DONNA L. BILGER,
Defendant

**PLAINTIFF'S ANSWER TO DEFENDANT'S NEW MATTER
AND COUNTERCLAIM**

COMES NOW, Samuel J. Lansberry, Inc., by its attorney, Peter F. Smith, who answers as follows:

1-11. Paragraphs 1-11 are incorporated herein by reference as those set forth in full as Exhibit A.

12. Denied as a conclusion of law to which no answer is required and denied for the facts stated in the Complaint.

13. Denied. Plaintiff entered into an agreement with Donna L. Bilger who did business with her husband as Bilger Concrete. The business is not incorporated. Consequently, the liability is joint and several.

14. Denied for the reasons set forth in the Complaint. Additionally, Plaintiff's representatives dealt directly with Defendant Donna L. Bilger in telephone conversations concerning pick-ups and deliveries of sand at issue in this case.

15. Denied for the reasons set forth in paragraphs 13 and 14 above.

16. Lee A. Bilger's bankruptcy is admitted, but it is denied that his bankruptcy discharges his wife Donna L. Bilger from liability to the Plaintiff.

WHEREFORE, Plaintiff prays that judgment be entered in its favor and against the Defendant in the amount of \$3,122.96 together with interest and costs.

COUNTERCLAIM

17. Plaintiff incorporates paragraphs 1-11 of the complaint and 12-16 of its Answers to New Matter as set forth in full.

18. Admitted.

19. Denied for the reasons set forth in the complaint and in paragraphs 13 and 14 above. Defendant's proprietary interest in the business is demonstrated by the checking account which she and her husband maintained at Penn Central National Bank account number 032086290. A copy of a check drawn on said account and issued to the Plaintiff is attached hereto and incorporated herein by reference as Exhibit B. The account is designated as "Bilger Concrete, Lee A. or Donna L. Bilger".

20. Denied for the reasons set forth in the Complaint and paragraphs 13, 14 and 19 above.

21. Denied for the reasons set forth in paragraph 16 above.

22. Denied for the reasons set forth in the Complaint and in paragraphs 13, 14 and 19 above.

23. Denied for the reasons set forth in the Complaint and in paragraphs 13, 14 and 19 above.

24. Neither admitted nor denied, Plaintiff has no direct knowledge of the fee agreement between Defendant and her counsel.

25. Denied. Plaintiff has ample basis for bringing this suit.
26. Admitted.
27. Denied for the reasons set forth in the Complaint and in paragraphs 13, 14, 19, 24 and 25 above.
28. Admitted that Defendant requests counsel fees but denied that she is entitled to them for the reasons set forth above.

WHEREFORE, Plaintiff prays that Defendant's request for counsel fees be denied and that judgment be entered in favor of the Plaintiff and against the Defendant as more fully set forth above.

Respectfully submitted,

Date:

10-16-02

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

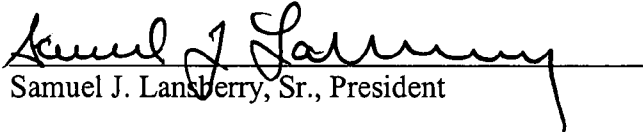
Peter F. Smith, Attorney for Plaintiff

VERIFICATION

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

SAMUEL J. LANSBERRY, INC.

Dated: 10-16-02


Samuel J. Lansberry, Sr., President

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

No. 2002-1034-CD

vs.

DONNA L. BILGER,
Defendant

COMPLAINT

COMES NOW, the Plaintiff, Samuel J. Lansberry, Inc. by its attorney Peter F. Smith, who avers in support of this Complaint:

1. The Plaintiff is **SAMUEL J. LANSBERRY, INC.**, which is a Pennsylvania business corporation with principal office and mailing address at P. O. Box 58, Woodland, Pennsylvania 16881.
2. The Defendant is **DONNA L. BILGER** whose last known residence and mailing address is R.R. 1 Box 159, Mt. Union, Pennsylvania 17066.
3. Commencing on June 6, 2001 and ending September 19, 2001, Plaintiff provided transportation services to the Defendant's business, Bilger Concrete, by hauling sand from Northumberland, PA to Mt. Union, PA. Attached hereto and incorporated herein by reference are true and correct copies of each original freight bill regarding this transportation. They are incorporated in this Complaint as Exhibit A-1 through A-12.

EXHIBIT A

THIS INSTRUMENT HAS A COLORED BACKGROUND, VOID PANTOGRAPH AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

BILGER CONCRETE
Lee A. or Donna L. Bilger
R.R. 1 Box 159
MOUNT-UNION, PA. 17066
814-542-7466

Penn. Central National Bank
an affiliate of Omega Financial Corporation
Shirley Street
Mount Union, Pa. 17066
814-542-2521
60-618 / 313

1430

7/6/2001

PAY TO THE
ORDER OF

Samuel J. Lansberry, Inc.

\$ 1,713.95

One Thousand Seven Hundred Thirteen and 95/100

DOLLARS

Samuel J. Lansberry, Inc.

P.O. Box 158

Woodland, Pa. 16881

MEMO

INVOICES # 97513.97447.97638.97914.98062 & 98058

97987, 97527

AUTHORIZED SIGNATURE

1430 ⑆031306168⑆ 032086290⑆

FILED
NO
O/3:10 PM
OCT 17 2002
cc

William A. Shaw
Prothonotary

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

No. 2002-1034-CD

vs.

DONNA L. BILGER,
Defendant

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of **PLAINTIFF'S ANSWER TO DEFENDANT'S NEW MATTER AND COUNTERCLAIM** to the attorney for the Defendant at the following address:

David G. Smith
Attorney at Law
305 Mifflin Street
Huntingdon, PA 16652

Date: 10-16-02



Peter F. Smith, Counsel for Plaintiff

FILED

OCT 17 2002

William A. Shaw
Prothonotary

IN THE COURT OF (

ELD COUNTY, PENNSYLVANIA

SAMUEL J. LANSBER
F

No. 2002-1034-CD

VS.

DONNA L. BILGER,

CERTIFIED TRUE AND CORRECT COPY

ATTORNEY FOR

E

To: William A. Shaw


Dear Sir:

Please place
required to hear the

estimate that one to two hours will be

Date: December

PETER F. SMITH
ATTORNEY
CLEARFIELD, PA. 16830
814-765-5595


Peter F. Smith, Counsel for Plaintiff

FILED

DEC 05 2002

William A. Shaw
Prothonotary

FILED

NO

01/24/08 BY

CC

Att'y Smith

William A. Shaw
Prothonotary

pd. 30.00

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

No. 2002-1034-CD

vs.

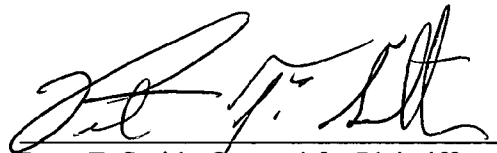
DONNA L. BILGER,
Defendant

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by First Class Mail, Postage Prepaid, a true and correct copy of a **PRAECIPE** requesting arbitration to the attorney for the Defendant on December 5, 2002 at the following address:

David G. Smith
Attorney at Law
305 Mifflin Street
Huntingdon, PA 16652

Date: December 5, 2002


Peter F. Smith, Counsel for Plaintiff

FILED

DEC 05 2002

William A. Shaw
Prothonotary

FILED *ms ec*
013:40-84
DEC 05 2002

William A. Shaw
Prothonotary

CA

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

SAMUEL J. LANSBERRY, INC.,
PLAINTIFF

VS.

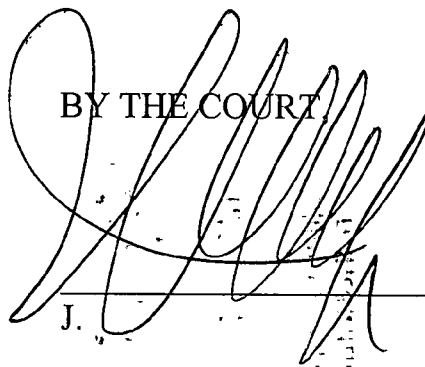
DONNA L. BILGER,
DEFENDANT

:
:
: NO. 2002-1034 C.D.
:
:
:

ORDER

AND NOW this 3rd day of March, 2003, upon consideration of the motion for continuance, it is hereby ordered and directed that the arbitration that was previously scheduled for Monday, March 10th, 2003 at 9 a.m. is to be rescheduled.

BY THE COURT


J.

FILED

MAR 04 2003

William A. Shaw
Prothonotary

FILED

6cc

09/13/01
MAR 04 2003

Atty D. Smith

William A. Shaw
Prothonotary

[Signature]

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

SAMUEL J. LANSBERRY, INC., :
PLAINTIFF :
VS. : NO. 2002-1034 C.D.
DONNA L. BILGER, :
DEFENDANT :

FILED

FEB 26 2003

William A. Shaw
Prothonotary

MOTION FOR CONTINUANCE

AND NOW comes David G. Smith, Esquire, counsel for the defendant, Donna L. Bilger and files this motion for continuance the following which is a statement thereof:

1. Petitioner is David G. Smith, Esquire, legal counsel for the defendant Donna L. Bilger.
2. An arbitration hearing has been scheduled in this case for March 10th, 2003 at 9 a.m.
3. A panel of arbitrators assigned to hear this case are Benjamin S. Blakley, Gary A. Knaresboro, and Jeffrey S. Dubois.
4. Petitioner practices criminal law in Huntingdon County Pennsylvania and from time to time is court appointed as a public defender in criminal cases involving indigent defendants.
5. Petitioner has been court appointed to represent John W. Giles in a criminal matter indexed to Docket No. 392 C.A. 2002 filed in the Court of Common Pleas of Huntingdon County, Pennsylvania Criminal Division.
6. A jury trial with regard to this matter was scheduled for March 14, 2003.
7. On February 19, 2003 petitioner received a notice from Robert B. Stewart III, District Attorney of Huntingdon County indicating that the District Attorney has rescheduled the John W. Giles trial from March 14, 2003 to Monday, March 10, 2003 at 9 a.m. This is the same time as the arbitration hearing that is scheduled in this matter.

VERIFICATION

The Plaintiff verifies that the statements made in the Motion for Continuance are true and correct to the best of her knowledge. The Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa C.S. Section 4904, relating to unsworn falsification to authorities.

David G. Smith
David G. Smith, Esquire

2-25-02
Date

ROBERT B. STEWART, III
District Attorney
300 Penn Street
Huntingdon, PA 16652
(814) 643-5371 -- (814) 643-8194 (fax)

February 19, 2003

via fax: 641-9513

David G. Smith, Esquire
305 Mifflin Street
Huntingdon, PA 16652

RE: Commonwealth v. John William Giles
No. 392 C.A., 2002

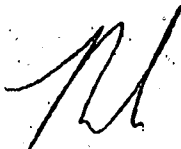
Dear Dave:

Since the homicide trial scheduled for the first week of March has folded, I have moved two trials from the second week to the first.

Therefore, I am re-scheduling the above-captioned trial to start on **Monday, March 10, 2003, at 9:00 A.M.**

Please notify your client.

Sincerely,



ROBERT B. STEWART, III
District Attorney

RBS:mb

cc: Tpr. Greene, PSP
Court Administrator
Victim Witness Coordinator

FILED

M 12:21 PM
FEB 26 2003

William A. Shaw
Prothonotary

le cc
Atty. J. Smith
Q
(20)

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

SAMUEL J. LANSBERRY, INC.,
Plaintiff

vs.

DONNA L. BILGER,
Defendant

No. 2002-1034-CD

PRAECIPE

To: William A. Shaw, Sr. Clearfield County Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that this action be DISCONTINUED.

Respectfully submitted,

Date: March 10, 2005



Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second St.
Clearfield, PA 16830
(814) 765-5595

cc: Samuel J. Lansberry, Inc.
Clearfield County Deputy Court Administrator

FILED ^{cdh}
MAR 14 2005 10:39 AM
Cert. of Disc.
to ~~Atty~~ Smith
Prothonotary, Clearfield County
Copy to CIA

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

CIVIL DIVISION

COPY

Samuel J. Lansberry, Inc.

Vs.

No. 2002-01034-CD

Donna L. Bilger

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 14, 2005, marked:

Discontinued

Record costs in the sum of \$80.00 have been paid by David Smith, Esq. and costs in the sum of \$20.00 have been paid by Peter F. Smith, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of March A.D. 2005.

William A. Shaw, Prothonotary



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

January 20, 2003

Peter F. Smith, Esquire
Attorney at Law
Post Office Box 130
Clearfield, PA 16830

David G. Smith, Esquire
Attorney at Law
305 Mifflin Street
Huntingdon, PA 16652

RE: SAMUEL J. LANSBERRY, INC.

vs.

DONNA L. BILGER
No. 02-1034-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Monday, March 10, 2003**. The following have been appointed to the Board of Arbitrators:

Dwight L. Koerber, Jr., Esquire
Benjamin S. Blakley, Esquire
Gary A. Knaresboro, Esquire
Jeffrey S. DuBois, Esquire
David R. Thompson, Esquire

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

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

Very truly yours,


Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

July 1, 2003

Peter F. Smith, Esquire
Attorney at Law
Post Office Box 130
Clearfield, PA 16830

David G. Smith, Esquire
Attorney at Law
305 Mifflin Street
Huntingdon, PA 16652

RE: SAMUEL J. LANSBERRY, INC.

vs.

DONNA L. BILGER

No. 03-~~379~~-CD 02-1034-CD

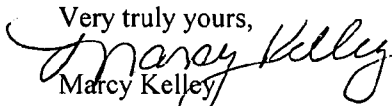
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Tuesday, September 9, 2003.** The following have been appointed to the Board of Arbitrators:

Ann B. Wood, Esquire
John R. Ryan, Esquire
Christopher E. Mohnney, Esquire
Warren B. Mikesell, II, Esquire
Brian K. Marshall, Esquire

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

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

Very truly yours,

Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

July 14, 2003

Peter F. Smith, Esquire
Attorney at Law
Post Office Box 130
Clearfield, PA 16830

David G. Smith, Esquire
Attorney at Law
305 Mifflin Street
Huntingdon, PA 16652

RE: SAMUEL J. LANSBERRY, INC.

vs.

DONNA L. BILGER
No. 03-379-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Tuesday, September 9, 2003 at 1:00 P.M.** The following have been appointed as Arbitrators:

Ann B. Wood, Esquire, Chairperson
John R. Ryan, Esquire
Christopher E. Mohney, Esquire

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

Very truly yours,


Marcy Kelley
Deputy Court Administrator

cc: Ann B. Wood, Esquire
John R. Ryan, Esquire
Christopher E. Mohney, Esquire