

03-208-CD  
PLANE CATHCART vs. MOORE - KYLER CONTRACTING, INC.

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

No. 03-208-CD

COMPLAINT

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38379

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

**FILED**

FEB 18 2003

William A. Shaw  
Prothonotary

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

DIANE CATHCART,  
Plaintiff

vs.

No.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

:  
:  
:  
:  
:  
:  
:  
:

NOTICE

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

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Market & Second Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 1300

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	No.
vs.	:	
	:	
MOORE & KYLER CONTRACTING,	:	
INC.,	:	
Defendant	:	

**COMPLAINT**

NOW COMES, Diane Cathcart, Plaintiff above named, and by her Attorneys, Belin & Kubista, files her Complaint against the Defendant as follows:

1. Plaintiff is Diane Cathcart, an adult individual residing at 2678 Whiskey Hill, Glen Richey, Clearfield County, Pennsylvania 16837.
2. Defendant is Moore & Kyler Contracting, Inc., a Pennsylvania corporation having its principal place of business at RD 1 Box 186, Curwensville, Clearfield County, Pennsylvania 16833.
3. On or about April, 17, 2001, Plaintiff and Defendant entered into a contract whereby Defendant agreed to furnish materials and provide labor needed for the construction of a 12x28 foot addition to Plaintiff's home in Glen Richey, Clearfield County, Pennsylvania. A true and correct copy of the contract is attached hereto, marked Exhibit "A" and incorporated by reference as if set forth at length.
4. Among the work to be performed by the Defendant under the terms of the contract were the installation of a tile floor in the existing kitchen which was to match the

floor in the addition, the roofing of the addition and the construction of a corner cupboard.

5. Upon completion of the work, the Plaintiff paid Defendant in full.
6. Within months after completion, the floor installed by the Defendant began to crack. Plaintiff has, on several occasions, requested that Defendant take the necessary steps to repair the floor and remedy the conditions that caused the floor to crack. Defendant has failed and refused to do so.
7. The contract on its face states that Defendant shall perform and complete all work in a "workmanlike" manner.
8. Plaintiff believes and therefore avers that, with regard to the installation of the tile floor, Defendant failed to perform the work in a workmanlike manner, in that:
  - a. Defendant failed to use dry set mortar between the sub floor and the backing board;
  - b. Defendant failed to use reinforcing tape on the joints of the backing board;
  - c. Defendant failed to place nails in the backing board every eight (8) inches as required.
9. As the direct result of Defendant's failure to install the floor properly, Plaintiff will be required to have the floor replaced and repaired, all at a cost to her estimated to be approximately Three Thousand Five Hundred Dollars (\$3,500.00).
10. Defendant failed to place the felt paper known as the underlayment under the shingles installed on the roof of the addition, which failure would void Plaintiff's warranty on the shingles and which would require the shingles to be removed and

replaced after the installation of the proper sheeting. It is believed and therefore averred that the cost to Plaintiff for the needed repairs to the roof will be approximately Three Thousand Eight Hundred Dollars (\$3,800.00).

11. Finally, Defendant failed to install doors on the corner cupboard. It is believed and therefore averred that construction of doors for the cupboard will cost approximately One Hundred Fifty Dollars (\$150.00).

WHEREFORE, Plaintiff demands that judgment be entered in her favor and against the Defendant in the amount of Seven Thousand Four Hundred Fifty Dollars (\$7,450.00) together with interest and costs of suit.

BELIN & KUBISTA

A handwritten signature in dark ink, appearing to read 'John R. Ryan', is written over a horizontal line.

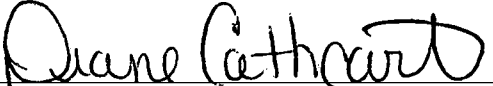
John R. Ryan  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA:

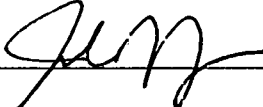
COUNTY OF CLEARFIELD

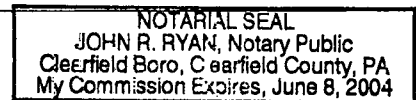
: SS  
:

Before me, the undersigned Officer, personally appeared DIANE CATHCART, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
Diane Cathcart

SWORN and SUBSCRIBED before me this 13<sup>th</sup> day of FEBRUARY, 2003.





# MOORE & KYLER CONTRACTING INC.

RD 1, Box 186  
Curwensville, PA 16833

Phone (814) 236-2667  
or (814) 768-7842

April 17, 2001

Harry & Diane:

We hereby propose to furnish the materials, and perform the labor necessary for the completion of a 12 x 28 addition.

## Description Of Material

- 2x6 Studs
- Drywall
- 4/12 Scissor Truss
- 5/8 Sheeting
- Shingles
- R 19 & R 30 insulation
- Facia/Soffit
- Plumbing
- Electric
- Post & Beams
- 4-Sky Lights
- Oak Vainer Pocket Door & Oak Trim
- Primer/Paint/Stain

Floor inst.  
underlayment +  
grout section.

Ceiling:

## Allowance

• Restroom Accessories	\$100.00
• Flooring	\$700.00
• Tub/Shower/Vanity/Toilet	\$5000.00
• Lights/Fans	\$500.00
• Kitchen Ceiling	\$400.00
• Windows	\$300.00
• Doors	\$2000.00

SKYLIGHTS

insulation?

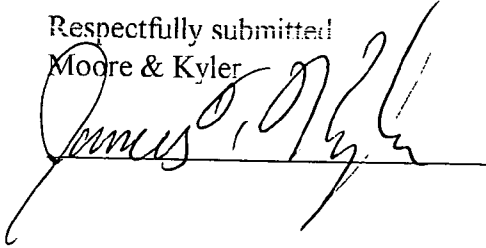
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workmanlike manner for the sum of \$26,360.00 dollars. Payment arrangements to be made upon signing the contract.



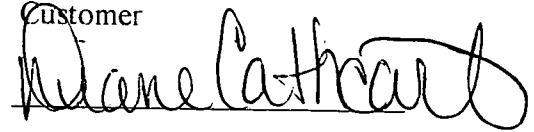
- Any alterations or deviation from above specifications involving extra costs, will be a extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and public liability insurance on above work to be taken out by Moore & Kyler through Bloom Insurance.

~~Paints, stains, coat & crown \$580.00~~

Respectfully submitted  
Moore & Kyler



Customer



end

200

Atty Ryan

Atty pd. 85.00

01/10/47

11/16/48

11/16/48

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13682

CATHCART, DIANE

03-208-CD

VS.

MOORE & KYLER CONTRACTING INC.

COMPLAINT

SHERIFF RETURNS

NOW FEBRUARY 24, 2003 AT 1:50 PM EST SERVED THE WITHIN COMPLAINT ON  
MOORE & KYLER CONTRACTING INC., DEFENDANT AT RESIDENCE, RD 1, BOX 186,  
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JIM  
KYLER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT  
AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
22.27	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

**FILED**  
9:44 PM  
MAR 11 2003

William A. Shaw  
Prothonotary

Sworn to Before Me This

17<sup>th</sup> Day Of March 2003

*William A. Shaw*  
EWS

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
*by Mandy Harris*  
Chester A. Hawkins  
Sheriff

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

COPY

No. 03-268-CD

COMPLAINT

Filed on behalf of

Plaintiff

Counsel of Record for  
this Party:

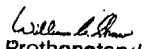
John R. Ryan  
Attorney-At-Law  
Pa. I.D. 38379

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

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

FEB 18 2003

Attest.

  
Prothonotary/  
Clerk of Courts

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

No.

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	No.
vs.	:	
	:	
MOORE & KYLER CONTRACTING,	:	
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Defendant	:	

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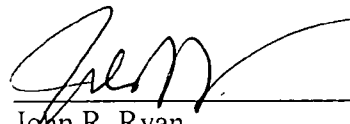
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BELIN & KUBISTA

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John R. Ryan  
Attorney for Plaintiff

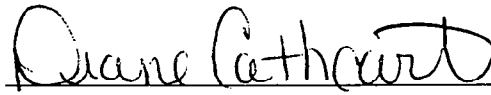


COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

: SS  
:

Before me, the undersigned Officer, personally appeared DIANE CATHCART, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
Diane Cathcart

SWORN and SUBSCRIBED before me this 13<sup>th</sup> day of FEBRUARY, 2003.



NOTARIAL SEAL  
JOHN R. RYAN, Notary Public  
Clearfield Boro, Clearfield County, PA  
My Commission Expires, June 8, 2004

# MOORE & KYLER CONTRACTING Inc.

RD 1, Box 186  
Curwensville, PA 16833

Phone (814) 236-2667  
or (814) 768-7842

April 17, 2001

Harry & Diane:

We hereby propose to furnish the materials, and perform the labor necessary for the completion of a 12 x 28 addition.

## Description Of Material

- 2x6 Studs
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- 4/12 Scissor Truss
- 5/8 Sheeting
- Shingles
- R 19 & R 30 insulation
- Facia/Soffit
- Plumbing
- Electric
- Post & Beams
- 4-Sky Lights
- Oak Vainer Pocket Door & Oak Trim
- Primer/Paint/Stain

Floor Inst.  
underlayment  
and carpeting

Ceiling

## Allowance

• Restroom Accessories	\$100.00
• Flooring	\$700.00
• Tub/Shower/Vanity/Toilet	\$5000.00
• Lights/Fans	\$500.00
• Kitchen Ceiling	\$400.00
• Windows	\$300.00
• Doors	\$2000.00

SKylights

underlayment

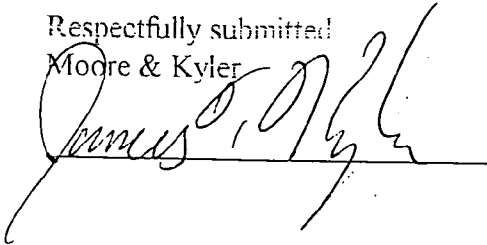
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workmanlike manner for the sum of \$26,360.00 dollars. Payment arrangements to be made upon signing the contract.

EXHIBIT "A"

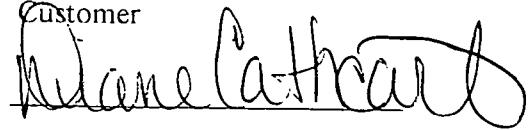
Any alterations or deviation from above specifications involving extra costs, will be a extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and public liability insurance on above work to be taken out by Moore & Kyler through Bloom Insurance.

~~Paint for vest coat & crown \$580.00~~

Respectfully submitted  
Moore & Kyler

A handwritten signature in dark ink, appearing to read "James D. Kyler", written over a horizontal line.

Customer

A handwritten signature in dark ink, appearing to read "Diane Cathcart", written over a horizontal line.

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

: No. 03 - 208 - C.D.  
:  
: ANSWER TO PRELIMINARY  
: OBJECTIONS  
:  
: Filed on Behalf of:  
: Plaintiff, DIANE  
: CATHCART  
:  
: Counsel of Record for  
: This Party:  
:  
: John R. Ryan, Esquire  
: Pa. I.D. #38379  
:  
: BELIN & KUBISTA  
: 15 North Front Street  
: P.O. Box 1  
: Clearfield, PA 16330  
: (814) 765-8972

FILED

MAR 28 2003

013105/11

William A. Shaw

Prothonotary/Clerk of Courts

3 CENT TO ATT

3/28

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

:  
:  
:  
: No. 03 - 208 - C.D.  
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:

**PLAINTIFF'S ANSWER TO PRELIMINARY OBJECTIONS FILED BY DEFENDANT**


AND NOW, comes DIANE CATHCART, Plaintiff above named, and by her attorneys, BELIN & KUBISTA, and makes her Answer to the Preliminary Objections of the Defendant as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. No response required.
6. Denied. To the contrary, paragraph 8 of Plaintiff's Complaint clearly sets forth the alleged failure of the Defendant to properly install the tile floor and states those allegations with specificity. With respect to the roof, paragraph 10 specifically alleges that the Defendant failed to place felt paper known as underlayment. Paragraph 11 specifically states that the Defendant failed to complete the construction of the corner cupboard by failing to install doors.
7. Denied, for the reasons set forth herein above.
8. No response required.

WHEREFORE, Plaintiff requests that the Defendant's Preliminary Objections be dismissed and that the Defendant be ordered to file its Answer to Plaintiff's Complaint forthwith. Plaintiff further requests an award of counsel fees in that the Preliminary Objections filed by the Defendant are frivolous and have no basis in law or fact.

BELIN & KUBISTA

BY:

  
\_\_\_\_\_  
John R. Ryan, Esquire  
Attorney for Plaintiff

William A. Shaw  
Prothonotary/Clerk of Courts

MAR 28 2003

FILED

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



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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING, INC.,  
Defendant

: No. 03 – 208 - CD  
:  
: Type of Case: CIVIL  
:  
: Type of Pleading: ANSWER TO  
: COMPLAINT  
:  
: Filed on Behalf of: DEFENDANT  
:  
: Counsel of Record for This Party:  
: PAUL E. CHERRY, ESQ  
:  
: Supreme Court No. 42945  
:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, PA 15801  
: (814) 371-3288

**FILED**

APR 23 2003

William A. Shaw  
Prothonotary

8. Admitted in part and denied in part.

(a) It is admitted that Defendant failed to use dry set mortar between the sub-floor and the backing board. By way of further answer, however, Defendant properly installed sub-floor, backing board and tile and said installation would not have

caused any tile to crack;

(b) It is admitted that Defendant failed to use reinforcing tape on the joints of the backing board. By way of further answer, however, Defendant failed to observe any cracks in tile as Defendant properly installed the backing board and said

installation would not have caused the tile to crack; and

(c) Denied. On the contrary, Defendant did place nails in the backing board every 8

(8) inches as required.

9. Denied. On the contrary, Defendant did install the floor properly and the floor does not need to be replaced and repaired due to Defendant's installation.

10. Denied. On the contrary, Defendant placed felt paper or underlayment under

portions of the roof and also placed storm shield under other portions of the roof.

11. Admitted. By way of further answer, Defendant did go to the Plaintiff's home to

measure for said corner cupboard doors prior to the filing of this action.


WHEREFORE, Defendant, MOORE & KYLER CONTRACTING, INC., demands

that judgment be entered in their favor and against Plaintiff, DIANE CATHCART, with

prejudice.

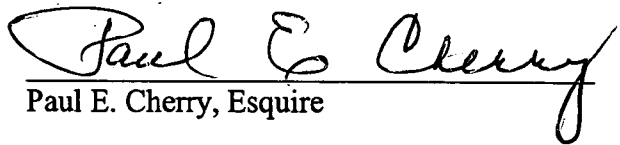
Respectfully submitted,

CHERRY & CHERRY

  
Paul E. Cherry, Esquire  
Attorney for Defendant

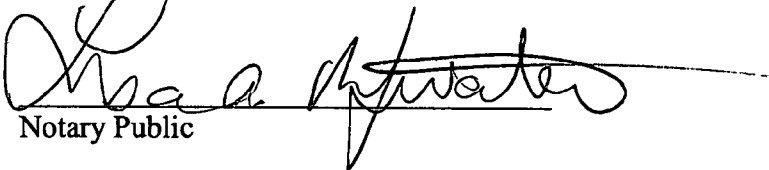
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

PAUL E. CHERRY, Esquire, being duly sworn according to law deposes and says that he is the attorney for Defendant, MOORE & KYLER CONTRACTING, INC., in the foregoing action; that the facts set forth in the foregoing Answer to Complaint are true and correct based upon information received from the Defendant and after his own diligent inquiry, and that an Affidavit of the Defendant can be supplied at a later date upon request.

  
Paul E. Cherry, Esquire

Sworn to and subscribed before

me this 17<sup>th</sup> day of April, 2003.

  
Notary Public

Notarial Seal  
Lisa A. Fitzwater, Notary Public  
City of DuBois, Clearfield County  
My Commission Expires May 16, 2005

FILED<sup>no</sup>  
m10:50<sup>at</sup>  
APR 23 2003 <sup>ggs</sup>

William A. Shaw  
Prothonotary

*Cherry & Cherry*  
23 EAST PARK AVENUE  
DUBOIS, PENNSYLVANIA 15801

# FILED

MAY 08 2003

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTINGWilliam A. Shaw  
Prothonotary

## CERTIFICATE OF READINESS

## TO THE PROTHONOTARY

5/7/03

## DATE PRESENTED

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
03-208-C.D.	( ) Jury ( ) Non-Jury	
Date Complaint	(x) Arbitration	1/2 Days
Filed: 2/18/03		

## PLAINTIFF(S)

DIANE CATHCART

( )

## DEFENDANT(S)

MOORE &amp; KYLER CONTRACTING, INC.

( )

## ADDITIONAL DEFENDANT(S)

Check Block if  
a Minor is a  
Party to the  
Case

( )

## JURY DEMAND FILED BY:

N/A

## DATE JURY DEMAND FILED:

N/A

## AMOUNT AT ISSUE

## CONSOLIDATION

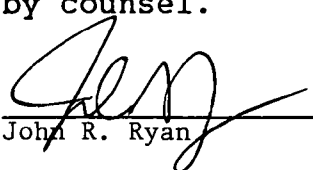
## DATE CONSOLIDATION ORDERED

more than  
\$7,450.00 with interest( ) yes (x) no  
and costs

N/A

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

  
John R. Ryan

## FOR THE PLAINTIFF

John R. Ryan, Esquire

## TELEPHONE NUMBER

(814) 765-8972

## FOR THE DEFENDANT

Paul E. Cherry, Esquire

## TELEPHONE NUMBER

(814) 371-3288

## FOR ADDITIONAL DEFENDANT

## TELEPHONE NUMBER

FILED

01/10/50  
MAY 08 2003

Atty. pd.  
8 20-00

Copy to C/A

William A. Shaw  
Prothonotary

61  
201

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

Diane Cathart

PLAINTIFF  
VS  
DEFENDENT

Moore & Kyler Contracting, Inc.

NO. 2003-00208-CD

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:


SS:

COUNTY OF CLEARFIELD

I, R. STUART AUBER, BEING FIRST DULY SWORN AND ACCORDING TO  
LAW, DEPOSES AND SAYS:

1. THAT HE IS A CONSTABLE FOR THE COUNTY OF CLEARFIELD  
AND THE STATE OF PENNSYLVANIA, AND NOT A PARTY TO THE  
WITHIN ACTION.

2. THAT ON THE 2 DAY OF JULY 2003, HE SERVED A  
TRUE AND CORRECT COPY OF A SUBPOENA UPON  
DON SHORT, AT 208 N. THIRD ST.,  
IN THE CITY, BORO, VILLAGE OF DU BOIS, TOWNSHIP OF  
CLEARFIELD, COUNTY OF CLEARFIELD PENNSYLVANIA,  
BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE,  
DELIVERED TO BARB KEAGLE (GIRL FRIEND) A TRUE AND CORRECT  
COPY OF THE ABOVE STATED DOCUMENTS. TIME OF THIS SERVICE  
WAS AT 1825 HOURS.

  
R. STUART AUBER, CONSTABLE  
215 1/2 STATE STREET  
CURWENSVILLE, PA 16833  
(814) 236-1407

**FILED**

JUL 08 2003

William A. Shaw  
Prothonotary

COMMONWEALTH OF PENNSYLVANIA  
CLEARFIELD COUNTY

Diane Cathcart

Plaintiff(s)

Vs.

No. 2003-00208-CD

Moore & Kyler Contracting Inc.

Defendant(s)

SUBPOENA TO ATTEND AND TESTIFY

TO: DON SHORT  
208 NORTH THIRD STREET  
DU BOIS, PA 15801

1. You are ordered by the Court to come to Clearfield County Courthouse, 230  
East Market Street, Clearfield

(Specify Courtroom or other place)

at Clearfield County, Pennsylvania, on August 20, 2003 at 8:30  
o'clock, A.M. to testify on behalf of Diane Cathcart

\_\_\_\_\_ in the  
above case, and to remain until excused.

2. And bring with you the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

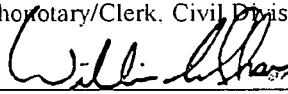
If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

ISSUED BY A PARTY/COUNSEL IN COMPLIANCE WITH PA.R.C.P. No. 234.2(a)

NAME: JOHN R. RYAN, ESQUIRE  
ADDRESS: 15 NORTH FRONT STREET, P.O. BOX 1  
CLEARFIELD, PA 16830  
TELEPHONE: (814) 765-8972  
SUPREME COURT ID # 38379

BY THE COURT:

William A. Shaw  
Prothonotary/Clerk, Civil Division

  
Deputy

DATE: Wednesday, July 02, 2003  
Seal of the Court

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



FILED

10-15-BA 10 CTs Ms. Lindsey  
JUL 08 2003 *[Signature]*

William A. Shaw  
Prothonotary

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.  
Defendant

: No. 03 – 208 - C.D.  
:  
: Type of Pleading: DEFENDANT'S  
: PRELIMINARY OBJECTIONS TO  
: PLAINTIFF'S COMPLAINT  
:  
: Filed on Behalf of: PLAINTIFF  
:  
: Counsel of Record for This Party:  
: PAUL E. CHERRY, ESQ  
:  
: Supreme Court No. 42945  
:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, PA 15801  
: (814) 371-3288

**FILED**

MAR 24 2003

William A. Shaw  
Prothonotary

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

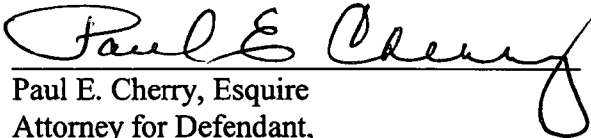
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: No. 03 - 208 - C.D.  
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NOTICE TO PLEAD

TO: DIANE CATHCART  
c/o John R. Ryan, Esquire  
Belin & Kubista  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830

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

CHERRY & CHERRY

  
Paul E. Cherry, Esquire  
Attorney for Defendant,  
MOORE & KYLER CONTRACTING,  
INC.

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

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: No. 03 - 208 - C.D.  
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DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

Defendant, MOORE & KYLER CONTRACTING, INC., by and through their attorneys, CHERRY & CHERRY, preliminary objects to Plaintiff's Complaint pursuant to Pa.R.C.P. 1028(a)(2) as follows:

1. On February 18, 2003, Plaintiff instituted the present action by filing a Complaint against Defendant seeking to damages under a Construction Contract between the parties on or about April 17, 2001 for the construction of a 12 x 28 foot addition to Plaintiff's home in Glen Richey, Clearfield County, Pennsylvania.

2. Plaintiff's Complaint alleges in Paragraph 9 that Plaintiff will incur costs and expenses for the replacement and repair of a ceramic tile floor estimated to be approximately Three Thousand Five Hundred Dollars (\$3,500.00).

3. Plaintiff's Complaint alleges in Paragraph 10 that Plaintiff will incur costs and expenses for the replacement and repair of the roof of approximately Three Thousand Eight Hundred Dollars (\$3,800.00).

4. Plaintiff's Complaint alleges in Paragraph 11 that Plaintiff will incur costs and expenses for the construction and installation of corner cupboard doors of approximately One Hundred Fifty Dollars (\$150.00).

5. Pa R.C.P. 1019(a) requires that the material facts on which a cause of action is based shall be stated in a concise and summary form.

6. Paragraphs 9, 10 and 11 of Plaintiff's Complaint violate Pa R.C.P. 1019(a) in that they do not state the material facts on which a cause of action is based nor are they sufficiently specific to enable Defendant to answer and prepare a proper defense.

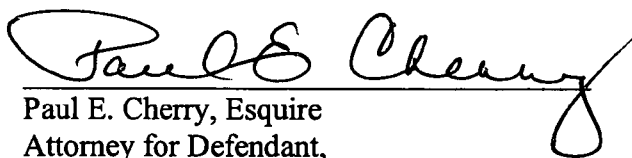
7. Plaintiff's Complaint lacks sufficient specificity to apprise Defendant of the issues to be litigated, to allow them to adequately prepare and assert defenses to Plaintiffs' allegations, and/or to identify and join any potentially responsible parties as additional Defendants.

8. Pa. R.C.P. 1028(a)(2) provides that a party may preliminarily object because of lack of conformity to law or rule of court.

WHEREFORE, Defendant, MOORE & KYLER CONTRACTING, INC., respectfully requests that this Court Order Plaintiff to more specifically plead the averments of Paragraphs 9, 10 and 11 of Plaintiff's Complaint.

Respectfully submitted,

CHERRY & CHERRY

  
Paul E. Cherry, Esquire  
Attorney for Defendant,  
MOORE & KYLER CONTRACTING,  
INC.

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

DIANE CATHCART,  
Plaintiff

vs.

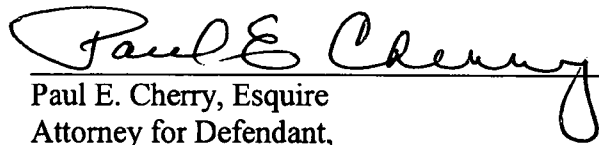
MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

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: No. 03 - 208 - C.D.  
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CERTIFICATE OF SERVICE

PAUL E. CHERRY, Esquire, certifies that as counsel for the Defendant, MOORE & KYLER CONTRACTING, INC., in the above-captioned matter, he served a true and correct copy of the Defendant's Preliminary Objections to Plaintiff's Complaint on John R. Ryan, Esquire, counsel for the Plaintiff, on March 24, 2003, at Belin & Kubista, 15 North Frint Street, P.O. Box 1, Clearfield, Pennsylvania 16830, by U.S. Postal Service, First-Class mail, postage prepaid.

CHERRY & CHERRY

  
Paul E. Cherry, Esquire  
Attorney for Defendant,  
MOORE & KYLER CONTRACTING,  
INC.

FILED

01130884  
MAR 24 2003

William A. Shaw  
Prothonotary

*Cherry & Cherry*  
23 EAST PARK AVENUE  
DUBOIS, PENNSYLVANIA 15801

1cc  
Amy P. Cherry  
g/

776 8-20-03-830

**BELIN & KUBISTA**

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.  
KIMBERLY M. KUBISTA  
JOHN R. RYAN

CARL A. BELIN  
1901-1997

AREA CODE 814  
TELEPHONE 765-8972  
FAX (814) 765-9893

August 11, 2003

Marcy Kelley  
Deputy Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

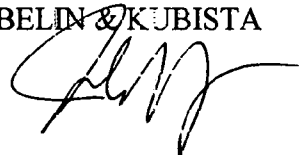
RE: **Diane Cathcart vs. Moore & Kyler Contracting, Inc.**  
**No. 03-208-C.D.**

Dear Marcy:

With regard to the above-captioned matter, enclosed for filing is a Pre-Trial Memorandum filed on behalf of the Plaintiff, Diane Cathcart.

Very truly yours,

BELIN & KUBISTA



John R. Ryan

JRR/kdm

Enclosure

cc: Paul E. Cherry, Esquire (w/enc.)  
Dwight L. Koerber, Jr. Esquire (w/enc.)  
R. Denning Gearhart, Esquire (w/enc.)  
Lea Ann Heltzel, Esquire (w/enc.)  
Diane Cathcart (w/enc.)

**RECEIVED**

**AUG 11 2003**

**COURT ADMINISTRATORS  
OFFICE**



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

DIANE CATHCART,  
Plaintiff

NO. 03 - 208 - C.D.

vs.

MOORE & KYLER CONTRACTING,  
Defendant

PRE-TRIAL MEMORANDUM

PRE-TRIAL MEMORANDUM

Filed on behalf of

A. STATEMENT OF THE CASE Plaintiff

Plaintiff contracted with Defendant for Counsel of Record for the necessary for the  
this Party:  
construction of a 12x28-foot addition to her home. Plaintiff paid the Defendant in full  
John R. Ryan  
under the terms of the contract. Attorney-At-Law

Plaintiff contends that the Defendant Pa. I.D. 38739 formed certain of the work  
BELIN & KUBISTA  
to be completed. Specifically, Plaintiff alleges 15 N. Front Street properly installed a tile  
P.O. Box 1  
floor and the roof over the addition, and further Clearfield, PA 16830 Defendant failed to  
(814) 765-8972  
provide doors for a corner cupboard.

B. CITATIONS

The sole issue is whether Defendant failed to perform under the contract,  
**RECEIVED**  
and the amount of damages.

AUG 11 2003  
C. WITNESSES

COURT ADMINISTRATOR'S  
OFFICE Diane Cathcart (Plaintiff)

2. Don Short, 203 North Third Street, DuBois, PA;
3. Jason Witheritz, PO Box 63, Glen Richey, PA;

4. Any witnesses called by Defendant (on cross examination)

D. STATEMENT OF DAMAGES

Repair and replacement of the floor	\$3481.00
Repair of roof	\$3798.33
Cupboard Doors	\$ 120.00

Copies of estimates for each item of damages were provided to counsel for

Defendant by letter dated March 21, 2003 pursuant to Local Rule 1306 (a).

Respectfully submitted,

BELIN & KUBISTA

  
\_\_\_\_\_  
John R. Ryan  
Attorney for Plaintiff

Arb 8-20-03

Law Offices

**CHERRY & CHERRY**

Paul E. Cherry

John A. Cherry  
(1936 - 1992)

23 East Park Avenue  
Suite #1  
DuBois, PA 15801

Tel (814) 371-3288  
Fax (814) 371-8372

August 13, 2003

Marcy Kelley  
Deputy Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

**IN RE: Diane Cathcart vs. Moore & Kyler Contracting, Inc.**  
**No. 03 - 208 - CD**

Dear Marcy:

In regard to the above captioned matter, please find enclosed for filing the Pre-Trial Memorandum filed on behalf of the Defendant, Moore & Kyler Contracting, Inc.

Thank you for your consideration. Should you have any questions, please advise.

Very truly yours,

CHERRY & CHERRY



Paul E. Cherry

PEC/laf

Cc: John R. Ryan, Esquire (w/enc.)  
Dwight L. Koerber, Jr., Esquire (w/enc.)  
R. Denning Gearhart, Esquire (w/enc.)  
Lea Ann Heltzel, Esquire (w/enc.) ✓  
Moore & Kyler Contracting, Inc. (w/enc.)

**RECEIVED**

**AUG 14 2003**

**COURT ADMINISTRATOR'S  
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

DIANE CATHCART,  
Plaintiff

vs.

MOORE & CONTRACTING, INC.  
Defendant

: No. 03 - 208 - C.D.

:  
: Type of Pleading: PRE-TRIAL  
: MEMORANDUM

:  
: Filed on Behalf of: DEFENDANT

:  
: Counsel of Record for this Party:  
: PAUL E. CHERRY, ESQUIRE

:  
: Supreme Court No. 42945

:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, Pa. 15801  
: (814) 371-3288

**RECEIVED**

**AUG 14 2003**

**COURT ADMINISTRATOR'S  
OFFICE**

VI. EXTRAORDINARY EVIDENTIARY PROBLEMS

Defendant anticipates no extraordinary problems.

VII. SUGGESTED STIPULATIONS OF LAW AND FACT

At present, Defendant anticipates no stipulations.

VIII. PROPOSED AMENDMENTS TO PLEADINGS

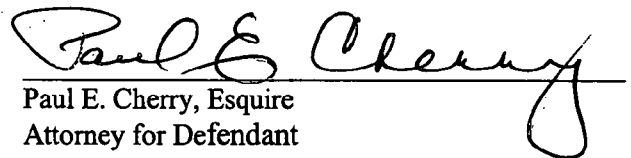
Defendant anticipates no amendments to Pleadings.

IX. ESTIMATED TIME FOR TRIAL

It is estimated that this trial will last no longer than one-half day.

Respectfully submitted,

CHERRY & CHERRY

  
Paul E. Cherry, Esquire  
Attorney for Defendant

Law Offices

**CHERRY & CHERRY**

Paul E. Cherry

John A. Cherry  
(1930 - 1992)23 East Park Avenue  
Suite #1  
DuBois, PA 15801Tel (814) 371-3288  
Fax (814) 371-8872

AUG 13 2003

August 13, 2003

Marcy Kelley  
Deputy Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830IN RE: Diane Cathcart vs. Moore & Kyler Contracting, Inc.  
No. 03 - 208 - CD

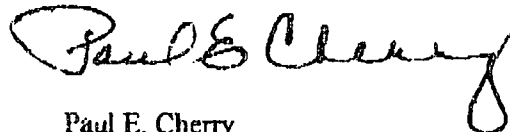
Dear Marcy:

In regard to the above captioned matter, please find enclosed for filing the Pre-Trial Memorandum filed on behalf of the Defendant, Moore &amp; Kyler Contracting, Inc.

Thank you for your consideration. Should you have any questions, please advise.

Very truly yours,

CHERRY &amp; CHERRY

  
Paul E. Cherry

PEC/af

Cc: John R. Ryan, Esquire (w/enc.)  
Dwight L. Koerber, Jr., Esquire (w/enc.)  
R. Denning Gearhart, Esquire (w/enc.)  
Lea Ann Heltzel, Esquire (w/enc.)  
Moore & Kyler Contracting, Inc. (w/enc.)

RECEIVED

AUG 13 2003

COURT ADMINISTRATORS  
OFFICE

Hard Copy placed in mail 8/13/03

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & CONTRACTING, INC.  
Defendant

: No. 03 - 208 - C.D.  
:  
: Type of Pleading: PRE-TRIAL  
: MEMORANDUM  
:  
: Filed on Behalf of: DEFENDANT  
:  
: Counsel of Record for this Party:  
: PAUL E. CHERRY, ESQUIRE  
:  
: Supreme Court No. 42945  
:  
: CHERRY & CHERRY  
: 23 East Park Avenue  
: DuBois, Pa. 15801  
: (814) 371-3288

**RECEIVED**

**AUG 13 2003**

**COURT ADMINISTRATOR'S  
OFFICE**

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & CONTRACTING, INC.  
Defendant

No. 03 - 208 - C.D.

PRE-TRIAL MEMORANDUM

I. FACTS

Plaintiff, DIANE CATHCART, entered into a contract with Defendant, MOORE & KYLER CONTRACTING, INC. on April 17, 2001 for the construction of a 12X28 foot addition to Plaintiff's home in Glen Richey, Clearfield County, Pennsylvania.

Plaintiff alleges that Defendant failed to perform the work in a workmanlike manner. Defendant alleges that they performed all work in a proper and workmanlike manner.

II. EXHIBITS

1. Construction Contract

III. WITNESSES

1. James Kyler
2. Diane Cathcart, as on cross-examination.

IV. LEGAL THEORY

Plaintiff is not entitled damages as all work was performed in a proper and workmanlike manner.



VI. EXTRAORDINARY EVIDENTIARY PROBLEMS

Defendant anticipates no extraordinary problems.

VII. SUGGESTED STIPULATIONS OF LAW AND FACT

At present, Defendant anticipates no stipulations.

VIII. PROPOSED AMENDMENTS TO PLEADINGS

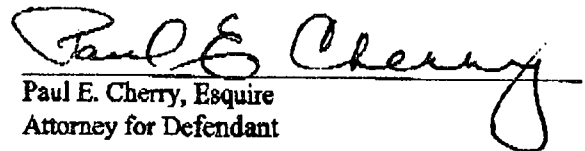
Defendant anticipates no amendments to Pleadings.

IX. ESTIMATED TIME FOR TRIAL

It is estimated that this trial will last no longer than one-half day.

Respectfully submitted,

CHERRY & CHERRY

  
Paul E. Cherry, Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Diane Cathcart

vs.

No. 2003-00208-CD

Moore & Kyler Contracting Inc.

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 20th day of August, 2003, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Dwight L. Koerber, Jr., Esq.

R. Denning Gearhart, Esq.

Lea Ann Heltzel, Esq.

Chairman

Sworn to and subscribed before me this

August 20, 2003

Prothonotary

AWARD OF ARBITRATORS

Now, this 20th day of August, 2003, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: \$1,400.00 for the Plaintiff consisting of \$150.00 for doors, \$250.00 for diminution in value of roof and \$1,000.00 for kitchen floor excluding support for which Defendant is not responsible.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 20 day of August, 2003, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By

Will. L. Hays

Diane Cathcart

Vs.

Moore & Kyler Contracting Inc.

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2003-00208-CD  
:

COPY

NOTICE OF AWARD

TO: MOORE & KYLER CONTRACTING INC.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on August 20, 2003 and have awarded:

\$1,400.00 for the Plaintiff consisting of \$150.00 for doors, \$250.00 for diminution in value of roof and \$1,000.00 for kitchen floor excluding support for which Defendant is not responsible.

William A. Shaw \_\_\_\_\_  
Prothonotary

By \_\_\_\_\_

August 20, 2003

Date

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

Diane Cathcart

Vs.

Moore & Kyler Contracting Inc.

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2003-00208-CD  
:

NOTICE OF AWARD

CCNY

TO: DIANE CATHCART

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on August 20, 2003 and have awarded:

\$1,400.00 for the Plaintiff consisting of \$150.00 for doors, \$250.00 for diminution in value of roof and \$1,000.00 for kitchen floor excluding support for which Defendant is not responsible.

William A. Shaw

Prothonotary

By \_\_\_\_\_

August 20, 2003

Date

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

Diane Cathcart

Vs.

Moore & Kyler Contracting Inc.

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2003-00208-CD

Copy

NOTICE OF AWARD

TO: JOHN R. RYAN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on August 20, 2003 and have awarded:

\$1,400.00 for the Plaintiff consisting of \$150.00 for doors, \$250.00 for diminution in value of roof and \$1,000.00 for kitchen floor excluding support for which Defendant is not responsible.

William A. Shaw  
Prothonotary  
By \_\_\_\_\_

August 20, 2003  
Date

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

Diane Cathcart

Vs.

Moore & Kyler Contracting Inc. .

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY  
: No. 2003-00208-CD  
:

NOTICE OF AWARD

TO: Copies to: Moore & Kyler Contracting Inc. (Defendant), RD 1, Box 186, ,  
Curwensville, PA, 16833, Diane Cathcart (Plaintiff), 2678 Whiskey Hill, , Glen Richey,  
PA, 16837, John R. Ryan (Plaintiff Attorney)

You are herewith notified that the Arbitrators appointed in the above case have filed  
their award in this office on August 20, 2003 and have awarded:

\$1,400.00 for the Plaintiff consisting of \$150.00 for doors, \$250.00 for diminution in  
value of roof and \$1,000.00 for kitchen floor excluding support for which Defendant is  
not responsible.

William A. Shaw

Prothonotary

By \_\_\_\_\_

August 20, 2003

Date

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

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

: No. 03 - 208 - C.D.  
:  
: PRAECIPE TO ENTER  
: JUDGMENT  
:  
: Filed on Behalf of:  
: Plaintiff, DIANE  
: CATHCART  
:  
: Counsel of Record for  
: This Party:  
:  
: John R. Ryan, Esquire  
: Pa. I.D. #38379  
:  
: BELIN & KUBISTA  
: 15 North Front Street  
: P.O. Box 1  
: Clearfield, PA 16830  
: (814) 765-8972

**FILED**

*D 9.44 BA pd 20.00  
notice to Def  
Sent to atty*  
OCT 20 2003

William A. Shaw  
Prothonotary

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

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No. 03 - 208 - C.D.

PRAECIPE TO ENTER JUDGMENT

TO: WILLIAM SHAW, PROTHONOTARY

Please enter judgment on the Award of Arbitrators dated  
August 20, 2003, in favor of the Plaintiff and against the  
Defendant, MOORE & KYLER CONTRACTING, INC., in the amount of  
\$1,400.00.

BELIN & KUBISTA

BY:



John R. Ryan, Esquire  
Attorney for Plaintiff



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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

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No. 03 - 208 - C.D.

CERTIFICATE OF RESIDENCE


I hereby certify that the Plaintiff, DIANE CATHCART, has a  
place of residence at 3673 Whiskey Hill, Glen Richey,  
Pennsylvania, 16837, and Defendant as follows:

Moore & Kyler Contracting, Inc.  
c/o Paul E. Cherry, Esquire  
Cherry & Cherry  
23 East Park Avenue, Suite 1  
Du Bois, PA 15801

I understand that false statements made in this Certificate  
are subject to the penalties of 18 Pa. Cons. Stat. Section 4904,  
relating to unsworn falsification to authorities.

Date: October 16, 2003

BELIN & KUBISTA

By   
John R. Ryan, Esquire  
Attorney for Plaintiff

**FILED**

OCT 20 2003

William A. Shaw  
Prothonotary

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

Diane Cathcart  
Plaintiff(s)

No.: 2003-00208-CD

Real Debt: \$1,400.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Moore & Kyler Contracting Inc.  
Defendant(s)

Entry: \$20.00

Instrument: ~~Default Judgment~~  
*Amended*

Date of Entry: October 17, 2003

Expires: October 17, 2008

Certified from the record this 17th day of October, 2003

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

Diane Cathcart  
Plaintiff(s)

No.: 2003-00208-CD

Real Debt: \$1,400.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Moore & Kyler Contracting Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Arbitration Judgment

Date of Entry: October 20, 2003

Expires: October 20, 2008

Certified from the record this 20th day of October, 2003]

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING,  
INC.,  
Defendant

No. 03 - 208 - C.D.

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of One Thousand Four Hundred and 00/100 (\$1,400.00) Dollars, together with costs and interest at the rate of six (6%) per cent, on October 20, 2003.

PROTHONOTARY

Willie L. Shaw

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

DIANE CATHCART,  
Plaintiff

vs.

MCORE & KYLER CONTRACTING, INC.

Defendant

and

CSB BANK,

Garnishee

No. 2003-208-C.D.

Type of Pleading: ANSWERS OF  
CSB BANK TO INTERROGATORIES  
TO GARNISHEE

Filed on behalf of:  
CSB Bank, Garnishee

Counsel of Record for this Party:  
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

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

FILED

01/22/04  
JUL 14 2004

William A. Shaw  
Prothonotary/Clerk of Courts

ANSWERS OF CSB BANK TO  
INTERROGATORIES IN ATTACHMENT

1. At the time you were served with these Interrogatories or any subsequent time, did you owe the Defendant any money, were you liable to it on any negotiable or other written instrument, or did it claim that you owed it any money or were liable to it for any reason?

ANSWER: No.

2. At the time you were served with these Interrogatories or at any subsequent time, was there in your possession, custody or control or in the joint possession, custody or control of yourself and one or more other persons any property of any nature owned solely or in part by the Defendant?

ANSWER: Yes.

3. At the time you were served with these Interrogatories or at any subsequent time, did you hold legal title to any property of any nature owned solely or in part by the Defendant or in which Defendant held or claimed any interest?

ANSWER: No.

4. At the time you were served with these Interrogatories or at any subsequent time, did the Defendant transfer or deliver any property to you or to any person or place pursuant to your direction or consent and, if so, what was the consideration therefor?

ANSWER: No.

5. At any time after you were served with these Interrogatories, did you pay, transfer or deliver any money or property to the Defendant, to any person or place pursuant to Defendant's direction, or otherwise discharge any claim of the Defendant against you?

ANSWER: No.

6. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax, or other accounts or deposits in which Defendant has any interest?

ANSWER: Yes.



7. At the time you were served with these Interrogatories or at any subsequent time, did you hold as fiduciary any property in which the Defendant has any interest?

ANSWER: No.

8. At the time you were served with these Interrogatories or at any subsequent time, did you hold any Treasury Bill, repurchase agreement or any other type of investment or commercial paper in which the Defendant has any interest?

ANSWER: No.

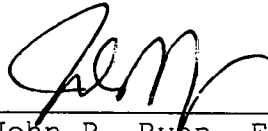
9. At the time you were served with these Interrogatories or at any subsequent time, did you have property of the Defendant or property in which he has any interest on deposit or otherwise in your possession, custody or control other than that property indicated in your answers to the previous Interrogatories?

ANSWER: No.

10. Have you ever owed money to Defendant or held any property belonging to Defendant? If so, state when you either satisfied the debt or disposed of the property and in what manner, for what consideration, and to whom?

ANSWER: No.

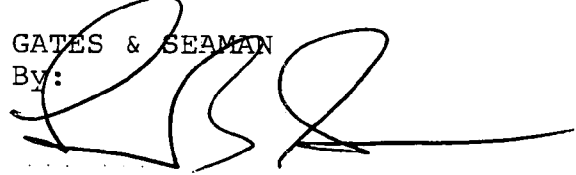
BELIN & KUBISTA

By 

John R. Ryan, Esquire  
Belin & Kubista  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

Respectfully submitted,

GATES & SEAMAN  
By:



Laurance B. Seaman, Esquire  
Attorney for CSB Bank, Garnishee

Date: July 9, 2004

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

**VERIFICATION**

I, Michele N. Rorabaugh, Assistant Vice President of Operations, CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Michele N Rorabaugh AVP

Michele N. Rorabaugh,  
Assistant Vice President of Operations  
CSB BANK

Date: 07-12-04

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING, INC.

Defendant

and

CSB BANK,

Garnishee

No. 2003-208-C.D.

CERTIFICATE OF SERVICE

I hereby certify that on the 14<sup>th</sup> day of July, 2004, a true and correct copy of the Answers of CSB Bank to Interrogatories in Attachment was sent by regular U. S. mail to:

John R. Ryan, Esquire  
BELIN & KUBISTA  
15 North Front Street  
P. O. Box 1  
Clearfield, Pennsylvania 16830

Moore & Kyler Contracting Inc.  
320 High Street  
Clearfield, PA 16830

Gates & Seaman

By: 

Laurance B. Seaman, Esquire  
Attorney for CSB Bank, Garnishee

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
No. 2003-208-CD

DIANE CATHCART, Plaintiff

-VS-

MOORE & KYLER CONTRACTING,  
INC., Defendant

and

CSB BANK, Garnishee

ANSWERS OF CSB BANK TO  
INTERROGATORIES TO  
GARNISHEE

FILED

JUL 14 2004

William A. Shaw  
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 ACTION

DIANE CATHCART,	:	
Plaintiff	:	NO. 2003-208-C.D.
	:	
vs.	:	SUPPLEMENTAL
	:	INTERROGATORIES TO
	:	GARNISHEE
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
Garnishee	:	

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

John R. Ryan, Esquire  
PA I.D. #38739

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

**FILED**

JUL 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	
vs.	:	NO. 2003-203-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
Garnishee	:	

**SUPPLEMENTAL INTERROGATORIES TO GARNISHEE**

**TO: CSB BANK**

c/o Laurance B. Seaman, Esquire  
Gates & Seaman  
2 North Front Street  
P.O. Box 846  
Clearfield, PA 16830

**IMPORTANT NOTICES TO GARNISHEE!**

A. You are required to file answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in judgment against you. If your answer to any of the Interrogatories is affirmative, specify the amount and value and/or completely describe the nature of the subject property. If your answer depends upon the review of any documents, account records, or other papers or



electronic data, completely describe the same in exact detail or attach a ccpy of the same.

B. The term "Defendant" means MOORE & KYLER CONTRACTING, INC., 320 High Street, Clearfield, Pennsylvania 16830.

C. "You" means the main office and all branch offices of Commonwealth Bank.

D. By service of the Writ of Execution upon you, all property of the Defendant subject to attachment which was then in your possession, custody or control was attached, including all property of the Defendant which comes into your possession thereafter.

SUPPLEMENTAL INTERROGATORIES IN ATTACHMENT

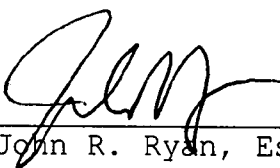
1. At the time you were served with these Interrogatories or any subsequent time, was there in your possession, custody or control or in the joint possession, custody and control of yourself and one or more other persons, any property of any nature owned solely or in part by the Defendant? To the extent that your answer depends in whole or in part on documents, account records, or other papers or electronic data, describe each in exact detail or attach a copy of the same. Specify the amount and value of any such property.

ANSWER:

2. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax or other accounts or deposits, in which Defendant has any interest? To the extent that your answer depends in whole or in part upon documents, account records or other papers or electronic data, describe each in exact detail or attach a copy of the same. If your answer to the above interrogatory is in the affirmative, specify the amount and value and/or completely describe the nature of the subject property.

ANSWER:

BELIN & KUBISTA

By   
John R. Ryan, Esquire  
Belin & Kubista  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

*File*  
**FILED**  
JUL 16 2004  
JUL 11 04 34  
2cc  
*Amy Ryan*

William A. Shaw  
Prothonotary/Clerk of Courts

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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING, INC.  
Defendant

and

CSB BANK,  
Garnishee

No. 2003-208-C.D.

Type of Pleading: ANSWERS  
OF CSB BANK TO SUPPLEMENTAL  
INTERROGATORIES TO GARNISHEE

Filed on behalf of:  
CSB Bank, Garnishee

Counsel of Record for this  
Party:  
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

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

FILED

AUG 06 2004

0/11:30  
William A. Shaw  
Prothonotary  
m C/c

ANSWERS OF CSB BANK TO  
SUPPLEMENTAL INTERROGATORIES IN ATTACHMENT

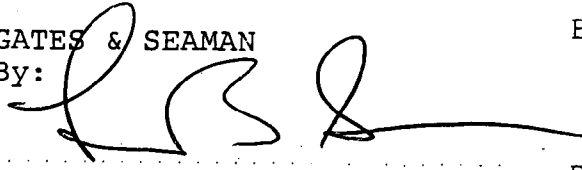
1. At the time you were served with these Interrogatories or any subsequent time, was there in your possession, custody or control or in the joint possession, custody and control of yourself and one or more other persons, any property of any nature owned solely or in part by the Defendant? To the extent that your answer depends in whole or in part on documents, account records, or other papers or electronic data, describe each in exact detail or attach a copy of the same. Specify the amount and value of any such property.

ANSWER: Yes. DDA Account records. A hold in the amount of your judgment plus costs, \$1,545.00, plus Garnishee's attorney's fees, has been placed on this account of the Defendant

2. At the time you were served with these Interrogatories or at any subsequent time, did you have any safe deposit boxes, pledges, documents of title, securities, notes, coupons, receivables, collateral, checking, savings, tax or other accounts or deposits, in which Defendant has any interest? To the extent that your answer depends in whole or in part upon documents, account records or other papers or electronic data, describe each in exact detail or attach a copy of the same. If your answer to the above interrogatory is in the affirmative, specify the amount and value and/or completely describe the nature of the subject property.

ANSWER: Yes. DDA Account records. A hold in the amount of your judgment plus costs, \$1,545.00, plus Garnishee's attorney's fees, has been placed on this account of the Defendant.

Respectfully submitted:

GATES & SEAMAN  
By: 

Laurance B. Seaman, Esquire  
Attorney for CSB Bank,  
Garnishee  
Two North Front Street  
P. O. Box 846  
Clearfield, PA 16830  
(814) 765-1766

BELIN & KUBISTA

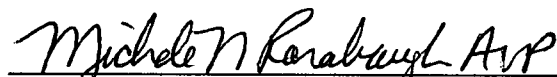
By: 

John R. Ryan, Esquire  
Belin & Kubista  
15 North Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

Date: August 6, 2004

**VERIFICATION**

I, Michele N. Rorabaugh, Assistant Vice President of Operations, CSB Bank, verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I the undersigned understand that false statements made herein are subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Michele N. Rorabaugh AVP", is written over a horizontal line.

Michele N. Rorabaugh,  
Assistant Vice President of Operations  
CSB BANK

Date: 8/3/04



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

DIANE CATHCART,  
Plaintiff

vs.

MOORE & KYLER CONTRACTING, INC.

Defendant

and

CSB BANK,

Garnishee

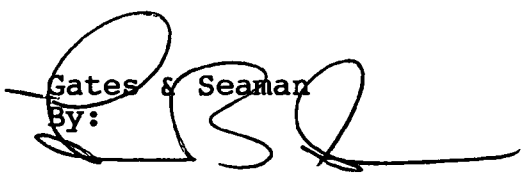
No. 2003-208-C.D.

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of August,  
2004, a true and correct copy of the Answers of CSB Bank to  
Supplemental Interrogatories to Garnishee was sent by regular  
U. S. mail to:

John R. Ryan, Esquire  
BELIN & KUBISTA  
15 North Front Street  
P. O. Box 1  
Clearfield, Pennsylvania 16830

Moore & Kyler Contracting Inc.  
320 High Street  
Clearfield, PA 16830

  
Gates & Seaman  
By:

Laurance B. Seaman, Esquire  
Attorney for CSB Bank, Garnishee

William A. Shaw  
Prothonotary

AUG 06 2004

FILED

DIANE CATHCART,  
Plaintiff  
vs.  
MOORE & KYLER CONTRACTING, INC.,  
Defendant  
and  
CSB BANK,  
Garnishee

FILED  
01/30/00/BD/ 20.00  
AUG 18 2004  
1cc & Notice  
to Amy Seaman  
for Garnishee  
William A. Shaw  
Prothonotary/Clerk of Courts  
2cc & Statement to  
Amy Ryan

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	
vs.	:	NO. 2003-208-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
Garnishee	:	

**PRAECIPE FOR ENTRY OF JUDGMENT BY ADMISSION**  
**AGAINST GARNISHEE AND CERTIFICATION OF ADDRESSES**

TO THE PROTHONOTARY:

Enter judgment in favor of Plaintiff and against the above  
named Garnishee, CSB Bank, in the sum of the amount of:

Amount Due	\$1,400.00
Interest from 10/20/03	\$ 71.61
Costs	<u>\$ 240.00</u>
Total	\$1,711.61

I hereby certify that the precise address of Plaintiff,  
Defendant, and Garnishee are as follows:

Diane Cathcart, Plaintiff  
2678 Whiskey Hill  
Glen Richey, PA 16837

Moore & Kyler Contracting, Inc., Defendant  
320 High Street  
Clearfield, PA 16830

CSB Bank, Garnishee  
c/o Laurance B. Seaman, Esquire  
Gates & Seaman  
2 North Front Street  
P.O. Box 846  
Clearfield, PA 16830

BELIN & KUBISTA



By: John E. Ryan  
Attorney for Plaintiff

JUDGMENT SO ENTERED AND DAMAGES ASSESSED AS ABOVE, NOTICE  
GIVEN PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 236.



William Shaw, Prothonotary

FILED

AUG 18 2004

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

COPY

Diane Cathcart

Vs.

No. 2003-00208-CD

Moore & Kyler Contracting Inc.

CSB Bank

To: CSB Bank, Garnishee

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$1,711.61 on August 18, 2004.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

COPY

Diane Cathcart  
Plaintiff(s)

No.: 2003-00208-CD

Real Debt: \$1,711.61

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Moore & Kyler Contracting Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Judgment by Admission

CSB Bank  
Garnishee

Date of Entry: August 18, 2004

Expires: August 18, 2009

Certified from the record this 18th day of August, 2004.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney



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

DIANE CATHCART,	:	
	:	
Plaintiff	:	
	:	
vs.	:	NO. 2003-208-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
	:	
Garnishee	:	

**PRAECIPE TO SATISFY  
JUDGMENT**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

John R. Ryan, Esquire  
PA I.D. #38739

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

**FILED**  
2.56 04 12.00  
Cost + 2.00  
NOV 05 2004

William A. Shaw  
11/5/04

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

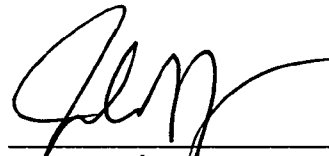
DIANE CATHCART,	:	
Plaintiff	:	
	:	
vs.	:	NO. 2003-208-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSE BANK,	:	
Garnishee	:	

**PRAECIPE TO SATISFY JUDGMENT**

TO THE PROTHONOTARY:

Please satisfy the judgments, which Plaintiff has  
against the Defendant, MOORE & KYLER CONTRACTING, INC. and  
Garnishee, CSB BANK, in the above captioned action.

BELIN & KUBISTA



By: John R. Ryan  
Attorney for Plaintiff

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

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Diane Cathcart	No.: 2003-00208-CD
	Debt: \$1,400.00
Vs.	Atty's Comm.:
Moore & Kyler Contracting Inc.	
	Interest From:
CSB Bank	Cost: \$20.00

NOW, Friday, November 05, 2004 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 5th day of November, A.D. 2004.

---

Prothonotary

Elizabeth Marie Aravich vs .Gary Aravich

## Divorce with Custody

Date		Judge
11/05/2003	Order, AND NOW, this 5 day of November, 2003, Order that Hearing on Economic Issues has been rescheduled from January 21, 2004 to Wednesday, January 14, 2004 at 9:00 a.m. before a Divorce Master in Courtroom No. 2. One-half day has been allotted. BY THE COURT: /s/Fredric J. Ammerman, Judge One CC Attys Blakley, T. Cherry	Fredric Joseph Ammerman
11/06/2003	ORDER: NOW, this 6th day of November 2003 it is the Further Order of this Court as follows: s/FJA 2 CC to Atty. Blakley, 2 CC to T. Cherry, Copies to Judge Ammerman, Staff Attorney, and CA	Fredric Joseph Ammerman
11/14/2003	Filing: Divorce Master Fee Paid by: Aravich, Gary Eugene (defendant) Receipt number: 1869142 Dated: 11/14/2003 Amount: \$250.00 (Check)	Fredric Joseph Ammerman
12/04/2003	Filing: Divorce Master Fee Paid by: Blakley, Benjamin S. III (attorney for Aravich, Elizabeth Marie) Receipt number: 1870121 Dated: 12/04/2003 Amount: \$250.00 (Check)	Fredric Joseph Ammerman
12/31/2003	Income and Expense Statement of Elizabeth Marie Aravich. Verification s/Elizabeth Marie Aravich 1 cc Atty Blakley	Fredric Joseph Ammerman
01/12/2004	ORDER, NOW, this 31st day of December, 2003, re: Hearing on Economic Issues scheduled for Wed., Jan. 14, 2004, at 9:00 a.m. will be held in the Domestic Relations conference room, 3rd floor. by the Court, s/FJA,J. no cc letters sent	Fredric Joseph Ammerman
01/14/2004	ORDER RESOLVING ECONOMIC ISSUES WITH STIPULATION, AND NOW, this 14th day of January, 2004, re: Equitable Distribution, Alimony, Alimony Pendente Lite, Counsel Fees, Costs, and Expenses. by the Court, s/FJA,P.J. 5 cc Atty Blakley to serve	Fredric Joseph Ammerman
03/18/2004	Motion To Find Defendant In Contempt For Violation Of Order. filed by, s/Benjamin S. Blakley, III, Esquire Verification s/Benjamin S. Blakley, III, Esquire	Fredric Joseph Ammerman
03/22/2004	ORDER OF COURT, GARY EUGENE ARAVICH to appear in person on April 12, 2004, at 9:30 a.m., Courtroom No. 1. by the Court, s/FJA, P.J. 2 cc Atty Blakley	Fredric Joseph Ammerman
03/25/2004	Certificate of Service, Plaintiff's Motion to Find Defendant in Contempt for Violation of Order upon Toni M. Cherry, Esq. filed by, s/Benjamin S. Blakley, III, Esq. no cc	Fredric Joseph Ammerman
04/13/2004	ORDER, NOW, this 12th day of April, 2004, re: Hearing scheduled on Motion to Find Defendant in Contempt for Violation of Court Order is hereby CANCELLED. by the Court, s/FJA, P.J. 2 cc to Atty Blakley, III, Atty T. Cherry and 1 copy to CA	Fredric Joseph Ammerman
09/28/2004	Petition for Special Relief, filed by s/Benjamin S. Blakley, III Three CC Attorney Blakley	Fredric Joseph Ammerman
10/05/2004	Rule Returnable, filed. 3 cert. to Atty. Blakley NOW, this 29th day of Spetember, 2004, Rule returnable and hearing to be held on Nov. 2, 2004.	Fredric Joseph Ammerman
10/25/2004	Order AND NOW, this 25th day of October, 2004, it is the Order of the Court that Pliff's Petition for Special Relief in the above-captioned matter has been rescheduled from Nov. 2, 2004 to Nov. 12, 2004 S/FJA 1 CC to Attys. Blakley, T. Cherry (CA envelopes)	Fredric Joseph Ammerman

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	
vs.	:	NO. 2C03-208-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
Garnishee	:	

**PRAECIPE TO SETTLE  
DISCONTINUE AND END**

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

John R. Ryan, Esquire  
PA I.D. #38739

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

**FILED** *EGK*  
*0 11:45 AM 2004*  
*to atty*  
*Copy to CA*  
NOV 08 2004

William A. Shaw  
Prothonotary

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	
vs.	:	NO. 2003-208-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
Garnishee	:	

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO THE PROTHONOTARY:

Please mark the above-captioned action settled,  
discontinued and ended.

BELIN & KUBISTA



By. John R. Ryan  
Attorney for Plaintiff

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 11

CLEARFIELD, PENNSYLVANIA 16830

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

**CIVIL DIVISION**

**Diane Cathcart**

**Vs.**

**No. 2003-00208-CD**

**Moore & Kyler Contracting Inc.**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 8, 2004, marked:

Discontinued, settled and ended.

Record costs in the sum of \$204.27 have been paid in full by Attorney Ryan.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of November A.D. 2004.

---

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

June 2, 2003

John R. Ryan, Esquire  
Belin & Kubista  
Post Office Box 1  
Clearfield, PA 16830

Paul E. Cherry, Esquire  
Attorney at Law  
23 East Park Avenue  
DuBois, PA 15801

RE: DIANE CATHCART  
vs.  
MOORE & KYLER CONTRACTING, INC.  
No. 03-208-CD

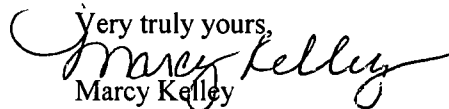
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Wednesday, August 20, 2003. The following have been appointed to the Board of Arbitrators:

Dwight L. Koerber, Jr., Esquire  
R. Denning Gearhart, Esquire  
Gary A. Knaresboro, Esquire  
Jeffrey S. DuBois, Esquire  
Lea Ann Heltzel, 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

June 12, 2003

John R. Ryan, Esquire  
Belin & Kubista  
Post Office Box 1  
Clearfield, PA 16830

Paul E. Cherry, Esquire  
Attorney at Law  
23 East Park Avenue  
DuBois, PA 15801

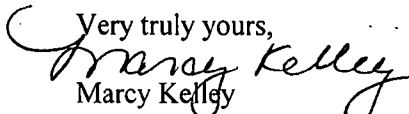
RE: DIANE CATHCART  
vs.  
MOORE & KYLER CONTRACTING, INC.  
No. 03-208-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Wednesday, August 20, 2003 at 8:30 A.M.** The following have been appointed as Arbitrators:

Dwight L. Koerber, Jr., Esquire, Chairman  
R. Denning Gearhart, Esquire  
Lea Ann Heltzel, 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: Dwight L. Koerber, Jr., Esquire  
R. Denning Gearhart, Esquire  
Lea Ann Heltzel, Esquire

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

DOCKET # 15837  
NO: 03-208-CD

PLAINTIFF: CATHCART, DIANE

vs.

DEFENDANT: MOORE & KYLER CONTRACTING, INC.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 06/08/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/13/2005

DATE DEED FILED

PROPERTY ADDRESS , PA

**SERVICES**

@ SERVED MOORE & KYLER CONTRACTING, INC.

06/28/2004 @ 9:47 AM SERVED CSB BANK

SERVED CSB BANK, GARNISHEE, BY HANDING TO SUSAN M. MCKENRICK, ASSISTANT MANAGER OF CSB BANK, AT HER PLACE OF EMPLOYMENT CSB BANK, RIVER ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA

A TRUE AND ATTESTED COPY OF THE WRIT OF EXECUTION AND INTERROGATORIES TO GARNISHEE AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

@ SERVED

NOW, JUNE 13, 2005 RETURN WRIT AS BEING SERVED.

**FILED**  
06/10/2005  
JUN 13 2005  
CLERK OF COURT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 15837  
NO: 03-208-CD

PLAINTIFF: CATHCART, DIANE

vs.

DEFENDANT: MOORE & KYLER CONTRACTING, INC.

WRIT OF EXECUTION INTERROGATORIES TO GARNISHEE

SHERIFF RETURN

---

SHERIFF HAWKINS \$25.37



SURCHARGE \$10.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

DIANE CATHCART,	:	
Plaintiff	:	
vs.	:	NO. 2003-208-C.D.
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
and	:	
CSB BANK,	:	
Garnishee	:	

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS.
COUNTY OF CLEARFIELD	:	

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against MOORE &  
KYLER CONTRACTING, INC., Defendant:

(1) you are directed to levy upon the property of the  
Defendant and to sell its interest therein;

(2) you are also directed to attach the property of  
the Defendant not levied upon in the possession of CSB Bank,  
Garnishee, and to notify the Garnishee that:

(a) an attachment has been issued;

(b) the Garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the Defendant or otherwise disposing thereof.

(3) if property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated.

Amount due \$ 1,400.00

Interest from 10/20/04 \$

(Costs to be added) \$

145.00 Prothonotary costs

William L. Hagan  
Prothonotary

6/18/04

Seal of the Court by

\_\_\_\_\_  
Deputy

Received June 8, 2004 @ 2:30 P.M.  
Creston A. Hawkins  
By Cynthia Butler Aughenbaugh

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

DIANE CATHCART,	:	
Plaintiff	:	
vs.	:	NO. 2003- <sup>2</sup> <del>7</del> 08-C.D.
MOORE & KYLER CONTRACTING, INC.,	:	PRAECIPE FOR
Defendant	:	WRIT OF EXECUTION
and	:	
CSB BANK,	:	
Garnishee	:	

Filed on Behalf of:  
Plaintiff

Counsel of Record for  
This Party:

John R. Ryan, Esquire  
PA I.D. #38739

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

**FILED**

**JUN 08 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

DIANE CATHCART,	:	
Plaintiff	:	
	:	
vs.	:	NO. 2003-208-C.D.
	:	
MOORE & KYLER CONTRACTING, INC.,	:	
Defendant	:	
	:	
and	:	
	:	
CSB BANK,	:	
Garnishee	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue writ of execution in the above matter,

(1) directed to the Sheriff of Clearfield County;

(2) against MOORE & KYLER CONTRACTING, INC.,  
Defendant; and

(3) against CSB Bank, Garnishee; and

(4) Index this writ

(a) against MOORE & KYLER CONTRACTING, INC.,  
Defendant and

(b) against CSB Bank, as Garnishee, as follows:

(5) Amount due \$ 1,400.00


Interest from 10/20/03 \$



(Costs to be added)

\$ 145.00 Posthumous Costs

BELIN & KUBISTA

By   
John R. Ryan, Esquire

FILED 1008-7 units  
9/1/08 2:15 PM  
JUN 08 2004 15 to SHFF

William A. Shaw Atty pd. 20.00  
Prothonotary/Clerk of Courts

COPY

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

DIANE CATHCART, :  
Plaintiff :  
vs. : NO. 2003-208-C.D.  
MOORE & KYLER CONTRACTING, INC., :  
Defendant :  
and :  
CSB BANK, :  
Garnishee :

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs against MOORE &  
KYLER CONTRACTING, INC., Defendant:

(1) you are directed to levy upon the property of the  
Defendant and to sell its interest therein;

(2) you are also directed to attach the property of  
the Defendant not levied upon in the possession of CSB Bank,  
Garnishee, and to notify the Garnishee that:

(a) an attachment has been issued;

(b) the Garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the Defendant or otherwise disposing thereof.

(3) if property of the Defendant not levied upon and subject to attachment is found in the possession of anyone other than a named Garnishee, you are directed to notify him that he has been added as a Garnishee and is enjoined as above stated.

Amount due \$ 1,400.00

Interest from 10/20/04 \$

(Costs to be added) \$

145.00 Prothonotary costs

Will. L. Han 6/18/04  
Prothonotary

Seal of the Court by

\_\_\_\_\_  
Deputy