

2003-239-CD
WILLIAM T. KNEPP VS DONALD W. BUCK

Date: 03/25/2004

Time: 01:31 PM

Page 1 of 1

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2003-00239-CD

Current Judge: Fredric Joseph Ammerman

William I. Knepp vs. Donald W. Buck

Civil Other

Date	Judge
02/20/2003	Filing: Civil Complaint Paid by: Lewis, Linda C. (attorney for Knepp, William I.) Receipt number: 1855833 Dated: 02/20/2003 Amount: \$85.00 (Check) 1 Cert. to Atty. No Judge ✓
03/11/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm No Judge ✓
03/19/2003	Certificate of Service, Notice of Default upon DONALD W. BUCK and JOSEPH COLAVECCHI, ESQ. filed by s/Linda C. Lewis, Esq. 2 cc to Atty No Judge ✓
04/08/2003	Answer. filed by s/Joseph Colavecchi, Esquire Verification s/Donald W. Buck 3 cc Atty Colavecchi No Judge ✓
05/23/2003	Certificate of Service, Notice of Deposition of Donald W. Buck upon: JOSEPH COLAVECCHI, ESQ. and ASAP COURT REPORTING. filed by, s/Linda C. Lewis, Esquire 1 cc Atty Lewis No Judge ✓
11/12/2003	Motion For Summary Judgment. filed by s/Linda C. Lewis, Esquire 1 cc to Atty No Judge ✓
11/19/2003	Answer To Motion For Summary Judgment. filed by, s/Josopeh Colavecchi, Esquire 3 cc Atty No Judge ✓
12/09/2003	ORDER, AND NOW, this 9th day of December, 2003, re; Plaintiff's Motion For Summary Judgment scheduled for Tuesday, January 6, 2004, at 9:00 a.m. by the Court, s/FJA,J. 2 cc Atty Lewis w/Memo, re: Service Fredric Joseph Ammerman ✓
12/19/2003	ORDER, AND NOW, this 19th day of December, 2003, re; Argument on Plaintiff's Motion for Summary Judgment in the above matter has been rescheduled from January 6, 2004 to Tuesday, January 20, 2004 at 2:30 p.m. by the Court, s/FJA,J. 2 cc & Memo to Atty Fredric Joseph Ammerman ✓
01/07/2004	ORDER, AND NOW, this 7th day of January, 2004, re: Plaintiff's Motion For Summary Judgment has been RESCHEDULED from January 20, 2004, to Monday, January 26, 2004, at 11:00 a.m. by the Court, s/FJA,P.J. 2 cc & Memo re: Service responsibility to Atty J. Colavecchi Fredric Joseph Ammerman ✓
01/27/2004	ORDER, NOW, this 26th day of January, 2004, re: Plaintiff's Motion for Summary Judgment is DENIED. by the Court, s/FJA,P.J. 2 cc Atty Lewis, Colavecchi Fredric Joseph Ammerman ✓
01/28/2004	Praecipe to List Case for Trial filed by Atty. Lewis 1 CC to Atty. Fredric Joseph Ammerman ✓

1. Give them a card to fill out and make sure the address they put on card is the address where they will be using the notary.
2. Go to Payments menu bar in Full court and then go to Miscellaneous.
3. Fill out and print the receipt.
4. File in the card and note that they paid the \$3.00
5. Enter the necessary information into the notary file in Microsoft Access and file the card away.

Filing of Notary's Signature:

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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* No. 03 - 239 - CD
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*

* Type of Pleading:
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* Complaint
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*
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
* Linda C. Lewis, Esq.
* Pa I.D. 80478
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601
*

FILED

FEB 20 2003

William A. Shaw
Prothonotary

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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* No. 03 - - CD
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NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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 COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v. * No. 03 - - CD

DONALD W. BUCK,
an individual,
Defendant.

COMPLAINT

NOW COMES the Plaintiff, William I. Knepp, and by his attorney, Linda C. Lewis, Esquire, sets forth the following:

COUNT I - SPECIFIC PERFORMANCE

1. That the Plaintiff, William I. Knepp, is a sui-juris, adult individual whose address is Box 1, Bigler, Pennsylvania 16825.

2. That the Defendant, Donald W. Buck, is a sui-juris, adult individual whose address is R. R. 1, Box 74, Woodland, Pennsylvania 16881.

3. That at all times mentioned herein, the Defendant was and still is the owner of the premises located at 262 Dale Road, Woodland, Bradford Township, Clearfield County, Pennsylvania. A copy of the Deed is attached hereto as Exhibit "A".

4. That on September 28, 2002 the Plaintiff and Defendant entered into a written agreement and delivered by

Defendant to Plaintiff, for the sale of the premises by Defendant to Plaintiff for the sum of Forty-Seven Thousand (\$47,000.00) Dollars. A copy of the Agreement of Sale is attached hereto, marked Exhibit "B" and made a part hereof.

5. Since the execution of the Agreement of Sale, Plaintiff has always been, and now is, ready and willing to comply with all and singular the clauses in the Agreement of Sale on his part to be kept and performed.

6. In anticipation of completing performance under the Agreement of Sale, Plaintiff made arrangements for settlement on November 8, 2002 with Mortgage Lending Solutions, at the subject property and so notified Defendant.

7. That the Defendant appeared for the closing on November 8, 2002 but refused to execute the Deed prepared to transfer the property or proceed with the sale.

8. The Plaintiff formally tendered to Defendant the entire purchase price in the amount of Forty-Seven Thousand (\$47,000.00) Dollars and asked Defendant to execute the deed.

9. That the Plaintiff set another closing date for December 12, 2002 and so notified the Defendant.

10. That the Defendant failed to appear for the closing on December 12, 2002.

11. That the Defendant has wholly failed to keep or perform his part of the Agreement of Sale.

WHEREFORE, Plaintiff prays:

(a) that Defendant be enjoined, preliminarily until final hearing and permanently therefore, from mortgaging or encumbering the property in any way, and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

(b) that Defendant be ordered to specifically perform the agreement of sale and by good and sufficient deed convey the premises and every part thereof with marketable title and free of all encumbrances to the Plaintiff in fee simple and legally sign, acknowledge and deliver the deed to Plaintiff in proper legal form, and accept in consideration thereof the agreed purchase price, which plaintiff now here offers;

(c) such other general relief as may be just and proper.

COUNT II - DAMAGES

12. That the Plaintiff incorporates Paragraphs 1 through 11 of the First Count of this Complaint by reference and makes them a part hereof.

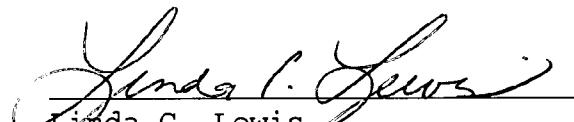
12. That as a direct and proximate result of the failure of the Defendant to comply with the Agreement of Sale dated September 28, 2002, the Plaintiff has incurred the following expenses:

Sopic Appraisal Services	\$ 250.00
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Burns & Burns - homeowners insurance 214.00

Linda C. Lewis, Esquire, attorney fees
to date of Complaint 200.00

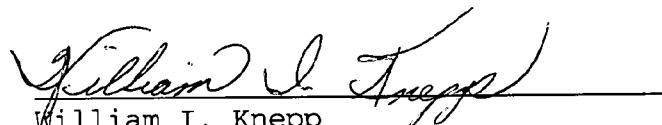
WHEREFORE, Plaintiff claims damages from the Defendant
the amount of \$664.00 with interest from November 8, 2002, plus
costs and such other relief as the court deems appropriate.



Linda C. Lewis
Attorney for Plaintiff

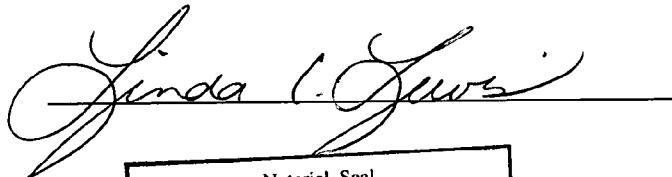
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared WILLIAM I. KNEPP, 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 his knowledge, information and belief.

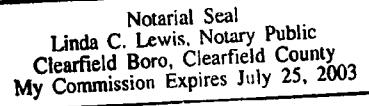


William I. Knepp

SWORN and SUBSCRIBED before me this 18th day of February, 2003.



Linda C. Lewis



DEED

MADE the 28th day of September, 1995,

BETWEEN WOODROW W. BUCK, Widower, of Bradford Township, Clearfield County, Pennsylvania;

(hereinafter called "Grantor")

AND DONALD W. BUCK, single, of Bradford Township, Clearfield County, Pennsylvania;

(hereinafter called "Grantee")

WITNESSETH, That in consideration of One and 00/100 (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to Grantee:

ALL that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, on south side of a public road leading from Woodland to Jackson school house, at a point one hundred eighty-three (183) feet four (4) inches from an oak tree corner on line of Matthew Graham; thence along said road, North sixty (60°) degrees and fifteen (15') minutes East, two hundred (200) feet to an iron pin, on south side of said public road; thence South thirty-four (34°) degrees East two hundred eighteen (218) feet to an iron pipe; thence South sixty (60°) degrees West two hundred (200) feet to an iron pipe; thence North thirty-four (34°) degrees West two hundred (218) feet to an iron pipe and place of beginning. Containing one (1) acre and forty (40) square feet, more or less.

EXCEPTING AND RESERVING THEREFROM the same reservations that were made to the Grantors when conveying the same to them.

BEING the same premises which Donald W. Buck and Emma Jean Buck, husband and wife, conveyed to Woodrow W. Buck and Betty J. Buck, husband and wife, by Deed dated the 27th day of July, 1978, and recorded in the Office of The Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 765 at Page 234. The said Betty J. Buck having died August 3, 1995, title to said premises vested in Woodrow W. Buck, Grantor herein, as surviving tenant by the entirieties.

THIS DEED IS A CONVEYANCE FROM FATHER TO SON.

Grantor covenant that he will WARRANT SPECIALLY the property hereby conveyed.

NOTICE-THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended]

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

SEALED AND DELIVERED IN THE
PRESENCE OF

Woodrow W. Buck (SEAL)
WOODROW W. BUCK

662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type. NTS

Witness:

Donald W. Buck
Donald W. Buck

This 28th day of September, 1995

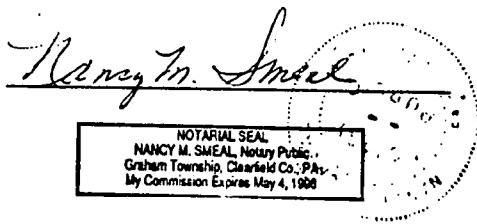
COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD

On this the 28th day of September, A.D., 1995, before me, the undersigned officer, personally appeared WOODROW W. BUCK, Widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



CERTIFICATE OF RESIDENCE

The undersigned hereby certifies that precise residence and complete post office
address of the within Grantee is: Box 74, Woodland, PA 16881

Karen L. Starck

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

9/29/95
CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:59 AM
BY Daniel Bell
FEES 15.50
Karen L. Starck, Recorder

WARNING: IT IS ILLEGAL TO ALTER THIS COPY OR
TO DUPLICATE BY PHOTOSTAT OR PHOTOGRAPH.
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH VITAL RECORDS

VOL 1707 PAGE 408

LOCAL REGISTRAR'S CERTIFICATION OF DEATH



August 4, 1995

Date of Issue of This Certification

CERT. NO. 2718843

Name of Decedent Betty J. Buck
Sex Female Social Security No. 184 - 32 - 4240 Date of Death August 3, 1995
Date of Birth 2-15-22 Birthplace Egypt, PA
Place of Death Clearfield Hospital County Clearfield City, Borough or Township Clearfield Boro. Pennsylvania
Race White Occupation Homemaker Armed Forces? (Yes or No) No
Marital Status Married Decedent's Mailing Address RD #1, Box 80 Number Street Woodland, PA 16881 City or Town State
Informant Woodrow W. Buck Funeral Director M. Martin Houser
Name and Address of Funeral Establishment The Bennett and Houser Funeral Home, Inc.
312 E. Locust St., Clearfield, PA 16830

Part I: Immediate Cause	Interval Between Onset and Death
(a) <u>Ischemic Bowel</u>	<u>1 wk.</u>
(b) <u>Cardiomyopathy</u>	<u>2 yrs.</u>
(c) <u>Coronary Artery Disease</u>	<u>7 yrs.</u>
(d) <u>-----</u>	

Part II: Other Significant Conditions

Manner of Death: Describe how injury occurred:
Natural Homicide
Accident Pending Investigation
Suicide Could not be Determined

Name and Title of Certifier L.G. Adams, M.D.
(M.D., D.O., Coroner, M.E.)
Address 807 Doctors Drive, Clearfield, PA 16830

This is to certify that the information here given is correctly copied from an original certificate of death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

Woodrow W. Buck 17-179
Local Registrar of Vital Records District No.
316 Poplar Avenue Clearfield Lawrence

Date Received by Local Registrar 9-29-1995 Street Address 10:55 AM City, Borough, Township Karen L. Starck, Recorder
Entered of Record 9-29-1995

9-28-02

I agree to sell a property in Bradford Township on Sale road with one acre of land with a house and garage for forty seven thousand dollars to William Knepp to be paid in full at final sale.

The money to be divided equally between myself and two sisters Martha Ann Lumadue and Helen Mariner in three certified checks.

I also reserves the right to reject all offers if I am not satisfied with all agreements sold as is no guarantee

Donald W. Buck

William Knepp

10/6/2002

EXHIBIT "B"

CLERAFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
21 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED

CLERK
FEB 20 2003

William A. Shaw
Prothonotary

100 C. 4th Lewis
Lewis

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13696

KNEPP, WILLIAM I.

03-239-CD

VS.

BUCK, DONALD W.

COMPLAINT

SHERIFF RETURNS

**NOW FEBRUARY 26, 2003 AT 1:43 PM EST SERVED THE WITHIN COMPLAINT ON
DONALD W. BUCK, DEFENDANT AT RESIDENCE, RR 1, BOX 74, WOODLAND,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DONALD W. BUCK 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
21.62	SHFF. HAWKINS PD. BY: ATTY.
10.00	SURCHARGE PD. BY: ATTY.

FILED
9:44 AM
MAR 11 2003

William A. Shaw
Prothonotary

Sworn to Before Me This
11th Day Of March 2003

So Answers,

William A. Shaw
by *Maury Haskin*
Chester A. Hawkins
Sheriff

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

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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*
* No. 03 - 239 - CD

* Type of Pleading:
*
* **Certificate of Service**

* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:

* Linda C. Lewis, Esq.
* Pa I.D. 80478

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

MAR 19 2003

William A. Shaw
Presbyterian

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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* No. 03 - 239 - CD
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CERTIFICATE OF SERVICE

I, Linda C. Lewis, Esquire, do hereby certify that a copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 19th day of March, 2003:

First-Class Mail, Postage Prepaid

Donald W. Buck
RR1 Box 74
Woodland, PA 16881

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830


Linda C. Lewis
Attorney for Plaintiff

CLIFFFIELD, PENNSYLVANIA 16830
21 1/2 EAST LOCUST STREET
PO. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED

MAR 19 2003

Off 10:48 a.m.
William A. Shew
Prothonotary

2 cc to the
KCR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WILLIAM I. KNEPP,
An Individual
Vs.

DONALD W. BUCK,
An Individual

CIVIL DIVISION
No. 03 - 239 - CD

ANSWER
Filed on Behalf of:

Defendant, DONALD W. BUCK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

APR 08 2003

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

WILLIAM I. KNEPP, :
An Individual : No. 03 - 239 - CD
:
Vs. :
:
DONALD W. BUCK, :
An Individual :
:

ANSWER
COUNT I - SPECIFIC PERFORMANCE

NOW COMES, the Defendant, Donald W. Buck, who, through his attorney, Joseph Colavecchi, Esquire, files his Answer to the Plaintiff's Complaint and respectfully avers as follows:

- 1.. Admitted.
2. Admitted.
3. Admitted.
4. This is a legal instrument and it speaks for itself.

5. Denied. On the contrary, Plaintiff wanted to change the terms of the alleged Agreement of Sale and assert charges against Defendant which he was not willing to pay.

6. Denied. There was no formal closing set up with Plaintiff. On the contrary, a woman who identified herself as a Notary came to the house that was purposed to be purchased. In addition, the sister of William I. Knepp is believed to have been present and also William I. Knepp. However, they failed to submit a proper HUD form showing the charges. The form shown to Plaintiff

had various charges and costs to which he had never agreed. All the figures were different from the ones discussed earlier.

7. Denied. Defendant never made a firm agreement to sell the property. In addition, Plaintiff tried to change the terms of what was discussed earlier which voided any type of alleged agreement between Plaintiff and Defendant. Plaintiff had earlier failed to obtain the necessary financing to purchase the property.

8. Denied. There were various checks that were attempted to be tendered to Defendant. However, the amount of the checks had not been discussed earlier and the charges against the checks were not adequately explained. Any agreement, verbal or otherwise, had been voided. Plaintiff had earlier failed to obtain the necessary financing to purchase the property.

9. Denied. This matter is within the knowledge of Plaintiff and strict proof thereof is demanded at the trial of this case.

10. It is admitted that Defendant did not appear on December 12, 2002. He had not agreed to appear on December 12, 2002.

11. Denied. There was no binding type of agreement between Plaintiff and Defendant. There were various discussions. There was not a meeting of the minds of Plaintiff and Defendant. Plaintiff failed to obtain the necessary financing in earlier discussions concerning the purchase and sale of the property.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

WHEREFORE, Defendant asks that Plaintiff's Complaint be dismissed and that judgment be entered in favor of the Defendant, together with interest and costs.

COUNT II
DAMAGES

12. This does not require an answer.

13. (Shown as Paragraph 12) Denied. There is no legal duty on Defendant to pay the alleged costs.

WHEREFORE, Defendant asks that Plaintiff's Complaint be dismissed and that judgment be entered in favor of Defendant, together with interest and costs.



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P.O. BOX 131
CLEARFIELD, PA

VERIFICATION

I verify that the statements made in this Answer 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.

Donald W. Buck
DONALD W. BUCK

—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
No. 03 - 239 - CD

WILLIAM I. KNEPP,
An Individual

vs.

DONALD W. BUCK,
An Individual

ANSWER

FILED

04/30/03
APR 08 2003

William A. Shaw
Fathershaw

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

3cc
4th
Colavecchi
SAC

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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* No. 03 - 239 - CD
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* Type of Pleading:
*
* **Certificate of Service**
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*
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
* Linda C. Lewis, Esq.
* Pa I.D. 80478
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

MAY 23 2003

William A. Shaw
Prothonotary

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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* No. 03 - 239 - CD

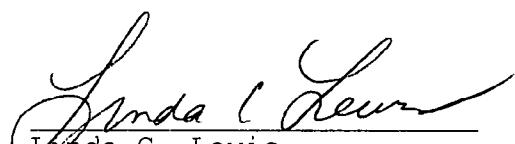
CERTIFICATE OF SERVICE

I, Linda C. Lewis, Esquire, do hereby certify that a copy of Notice of Deposition of Donald W. Buck in the above-captioned action was served on the following persons and in the following manner on the 23rd day of May, 2003:

First-Class Mail, Postage Prepaid

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

ASAP Court Reporting
PO Box 345
Ebensburg, PA 15931



Linda C. Lewis
Attorney for Plaintiff

CLARRFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

——— Lap over margin ———

FILED

100

Cl 3:45 AM
MAY 23 1963

Atty ~~Shaw~~
Lewis

cc
E. ~~Shaw~~

William A. Shaw
Prothonotary

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

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* No. 03 - 239 - CD

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* Type of Pleading:
*
*
* MOTION FOR SUMMARY JUDGMENT
*
*
* Filed on behalf of:
* Plaintiff
*
* Counsel of Record for
* this party:
*
* Linda C. Lewis, Esq.
* Pa I.D. 80478
*
* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

NOV 12 2003

William A. Shaw
Prothonotary

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

WILLIAM I. KNEPP, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 239 - CD
*
DONALD W. BUCK, *
an individual, *
Defendant. *

MOTION FOR SUMMARY JUDGMENT

NOW COMES the Plaintiff, William I. Knepp, and by his attorney, Linda C. Lewis, Esquire, moves the Court to enter summary judgment in the above matter as follows:

1. Plaintiff instituted this action against Donald W. Buck by Complaint filed to the above-captioned term and number on February 20, 2003.
2. The Defendant is the owner of real property located in Bradford Township, Clearfield County, Pennsylvania. A copy of the Deed is attached hereto as "Exhibit "A".
3. This suit arises from Defendant's failure to perform his obligations under an Agreement of Sale dated October 6, 2002 which he prepared and entered into with the Plaintiff for the purchase of the real property owned by the Defendant located in Bradford Township, Clearfield County, Pennsylvania. A copy of the Agreement of Sale is attached hereto as Exhibit "B".

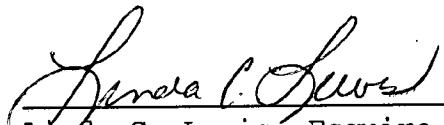
4. The Defendant answered Plaintiff's Complaint by denying its material allegations.

5. The Plaintiff was at all times ready, willing and able to perform his obligations under the parties' Agreement of Sale dated October 6, 2002.

6. The Defendant in his deposition which was taken on June 12, 2003 indicated that he was not going to sell the property regardless of the Agreement of Sale he had prepared and entered into with the Plaintiff. A copy of the pertinent part of the Defendant's deposition is attached hereto as Exhibit "C".

7. That there exists no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.

WHEREFORE, the Plaintiff, William I. Knepp, respectfully requests that this Court enter summary judgment in his favor and against Defendant on all counts of his Complaint.



Linda C. Lewis
Linda C. Lewis, Esquire
Attorney for Plaintiff

D.F.D.

MADE the 28th day of September, 1995,

BETWEEN WOODROW W. BUCK, Widower, of Bradford Township, Clearfield County, Pennsylvania;

(hereinafter called "Grantor")

AND DONALD W. BUCK, single, of Bradford Township, Clearfield County, Pennsylvania;

(hereinafter called "Grantee")

WITNESSETH, That in consideration of One and 00/100 (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey to Grantee:

ALL that certain piece or parcel of land situate in Bradford Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe, on south side of a public road leading from Woodland to Jackson school house, at a point one hundred eighty-three (183) feet four (4) inches from an oak tree corner on line of Matthew Graham; thence along said road, North sixty (60°) degrees and fifteen (15') minutes East, two hundred (200) feet to an iron pin, on south side of said public road; thence South thirty-four (34°) degrees East two hundred eighteen (218) feet to an iron pipe; thence South sixty (60°) degrees West two hundred (200) feet to an iron pipe; thence North thirty-four (34°) degrees West two hundred (218) feet to an iron pipe and place of beginning. Containing one (1) acre and forty (40) square feet, more or less.

EXCEPTING AND RESERVING THEREFROM the same reservations that were made to the Grantors when conveying the same to them.

BEING the same premises which Donald W. Buck and Emma Jean Buck, husband and wife, conveyed to Woodrow W. Buck and Betty J. Buck, husband and wife, by Deed dated the 27th day of July, 1978, and recorded in the Office of The Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 765 at Page 234. The said Betty J. Buck having died August 3, 1995, title to said premises vested in Woodrow W. Buck, Grantor herein, as surviving tenant by the entirieties.

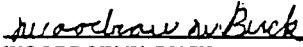
THIS DEED IS A CONVEYANCE FROM FATHER TO SON.

Grantor covenant that he will WARRANT SPECIALLY the property hereby conveyed.

NOTICE-THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended]

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

SEALED AND DELIVERED IN THE
PRESENCE OF


WOODROW W. BUCK (SEAL)

662 B

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type. NTS

Witness:

Donald W. Buck
Donald W. Buck

This ... 28th day of September, 1995

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD :

On this the 28th day of September, A.D., 1995, before me, the undersigned officer, personally appeared WOODROW W. BUCK, Widower, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Nancy M. Smeal

NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires May 4, 1998

9-28-02

I agree to sell a property in Bradford Township on Sale road with one acre of land with a house and garage for forty seven thousand dollars to William Krepp to be paid in full at final sale.

The money to be divided equally between myself and two sisters Marsha Ann Lumadue and Helen Maxie in three certified checks.

I also reserves the right to reject all offers if I am not satisfied with all agreements sold as is no guarantee

Donald W. Buck

William Krepp

10/6/2002

EXHIBIT "B"

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

JUN 30 2009

4 WILLIAM I. KNEPP, :
5 an individual, :
5 Plaintiff :
6 -vs- : CIVIL DIVISION
7 DONALD W. BUCK, : NO. 03-239-CD
8 an individual, :
8 Defendant :

12 PROCEEDINGS: Deposition of
13 DONALD W. BUCK
14 DATE: Thursday, June 12, 2003
15 10:08 - 10:33 a.m.
16 PLACE: Conference Room
211 1/2 East Locust Street
Clearfield, Pennsylvania
17 REPORTED BY: Maryann Cornelius
18 Freelance Court Reporter
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
P.O. Box 345
Ebensburg, Pennsylvania 15931-0345
(814) 472-8009

EXHIBIT "C"

ASAP COURT REPORTING (814) 472-8009

1 Q Okay. So then why didn't you go to the second
2 closing if your --

3 A The only --

4 Q -- objection was removed about this \$300?

5 A The only one that contacted me was my sister, nobody
6 else, and if they ain't got guts enough to contact me
7 face-to-face you know what they can do.

8 Q Okay. But you had given your sister authority to
9 deal with --

10 A No, I didn't give any authority. I -- we just went
11 along with each other, nobody was in charge of nothing (sic).

12 Q Okay.

13 A And my sister and brother-in-law both know about
14 that agreement too, I want to get that in there. We talked
15 about it and she made the copies and I told her and I told him
16 and we all sat there together. I said, if I don't like this
17 deal to begin with, and I says, if anything goes wrong along
18 the way, I says, I'm backing out of it, I says, I don't care
19 what you think or anybody else thinks.

20 Q Okay. So is there currently anyone occupying the
21 premises?

22 A Nope.

23 Q And you still have your for sale sign up?

24 A Yup.

25 Q Have you been contacted by anyone?

1 A Yup.

2 Q Have you shown the property to anyone?

3 A No, nobody asked to see it, they just called about
4 it.

5 Q Okay. And during the course of these dealings with
6 Mr. Knepp you allowed appraisers to come in, you allowed these
7 appraisers to come in and look at the property?

8 A Yeah, that was another thing. Why does the mortgage
9 company have to have two appraisers? They sent one out and he
10 went through the place and then a day or so later they called
11 me and said that -- Sopick (phonetc), or whatever his name is
12 is coming out because the other guy wasn't qualified or some
13 damn thing. You see, all these -- all these things. I might
14 be dumb, but I'm not stupid. All these things are going on
15 and just don't ring true to me. I've had appraisals done on
16 property of my own and I never went through two or three
17 appraisers, I got one and that was it.

18 Q Okay. And then you also allowed someone from the
19 insurance company to come in to look at the property for Mr.
20 Knepp?

21 A There wasn't anybody there from an insurance company
22 that I know of.

23 Q For him to obtain insurance?

24 A The only one that was there was the appraisers.

25

1 Q Okay. So right now you're -- the reason you weren't
2 closing was this \$300 charge which Mr. Knepp then agreed to
3 pay?

4 A Yeah.

5 Q And the transfer tax issue, that was not an issue
6 then at this point?

7 A Right.

8 Q So the reason you're not closing --

9 A I'm not closing.

10 Q The reason you're not -- what is your objection now?

11 A This should have never happened in the first place.

12 I don't give a damn what you attorneys say, whether that's
13 half legal or all legal or all illegal. I made that up in
14 good faith and just the way I explained to you that's the way
15 it was and I told Mr. Knepp that. If he can't live up to that
16 bargain, that's tough bananas. I'm not selling the damn
17 property and I'll tell you that right to your face or anybody
18 else. If he wants to be a jerk, why let him.

19 MS. LEWIS: Okay. I have no further questions.

20

21

* * * * *

23 DEPOSITION CONCLUDED AT 10:33 A.M.

34 | P a g e

35

1 COMMONWEALTH OF PENNSYLVANIA :
2 : SS:
3 COUNTY OF CAMBRIA :
4

5 I, MARYANN CORNELIUS, Freelance Court Reporter and Notary
6 Public, Commonwealth of Pennsylvania,

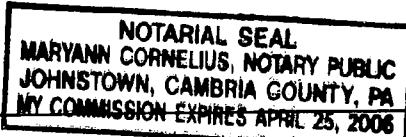
7 DO HEREBY CERTIFY, that the foregoing deposition was
8 taken before me at the time and place stated herein; that I
9 administered unto the deponent his oath to testify to the
10 truth, the whole truth, and nothing but the truth; that he was
11 there and then orally examined and testified as herein set
12 forth; that I reported said examination and testimony
13 stenographically, and that this transcript of deposition
14 constitutes a true and correct transcription of the shorthand
report of said deposition.

15 I FURTHER CERTIFY that I am neither related to nor
16 employed by any counsel or party to the cause pending, nor
17 interested in the event thereof.

18 IN WITNESS WHEREOF, I have hereunto affixed my hand and
19 official seal this 25th day of June, 2003, at Ebensburg,
20 Cambria County, Pennsylvania.

21 
22 _____

23 MARYANN CORNELIUS
24 Notary Public
Commonwealth of Pennsylvania
25 My Commission Expires 4/25/2006



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

WILLIAM I. KNEPP,
an individual,
Plaintiff,
v.
DONALD W. BUCK,
an individual,
Defendant. * * * * * No. 03 - 239 - CD

CERTIFICATE OF SERVICE

I, Linda C. Lewis, Esquire, do hereby certify that a copy of Motion for Summary Judgment filed in the above-captioned action was served on the following person and in the following manner on the 12th day of November, 2003:

First-Class Mail, Postage Prepaid

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830

Linda C. Lewis
Attorney for Plaintiff

CLARFIELD, PENNSYLVANIA 16830
PO: BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED

0 10:47 AM 10/20/03
NOV 12 2003
FBI CLARFIELD
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WILLIAM I. KNEPP, an
individual,

Plaintiff

CIVIL DIVISION

No. 03 - 239 - CD

Vs.

DONALD W. BUCK, an
individual,

Defendant

ANSWER TO MOTION FOR
SUMMARY JUDGMENT

Filed on Behalf of:

Defendant, DONALD W. BUCK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF
COLAVECCHI
& COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

FILED

NOV 19 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM I. KNEPP, an individual, :
Plaintiff : No. 03 - 239 - CD
:
Vs. :
:
DONALD W. BUCK, an individual, :
Defendant :

**ANSWER TO MOTION FOR
SUMMARY JUDGMENT**

NOW COMES, Donald W. Buck, who, through his attorney, Joseph Colavecchi, Esquire, files his Answer to the Plaintiff's Motion for Summary Judgment and respectfully avers as follows:

1. Admitted.
2. Admitted.
3. Denied. On the contrary, there was never a binding Agreement of Sale between Plaintiff and Defendant.

The alleged Agreement of Sale has a "clause" which provides as follows: "I also reserve the right to reject all offers if I am not satisfied with all agreements sold as is no guarantees."

The only reason for having this so-called Agreement was so William I. Knepp could apply for a mortgage.

Plaintiff then went to a mortgage company and Defendant told the representatives of the mortgage company on two separate occasions that the deal was off.

4. This is a legal conclusion and does not require an answer.

5. Denied. There was no legal Agreement of Sale.

6. Denied. There was no legally binding Agreement of Sale. Further, Plaintiff was not in a position to pay the purchase price since he had been refused by Clearfield Bank & Trust Company. The closing set up by the so-called mortgage company did not even have a HUD Statement to show the amount that was to go to each party as required by law.

7. Denied. There are a number of issues, including but not limited to the following:

a. Was there a written and binding Agreement of Sale between he parties?

b. Can there be a legally enforceable Agreement of Sale where the seller puts forth in writing that he retains the right to reject "all offers if I am not satisfied."

c. Can there be an enforceable agreement when the buyer has indicated that he cannot raise the necessary cash to purchase the property ?

d. Can there be a closing where no HUD Statement was submitted and documents no were produced by either party?

e. Can there be a binding Agreement of Sale where the entire issue is muddled with conflicting stories from both parties? This would indicate that there are genuine issues of material fact and also genuine issues of law.

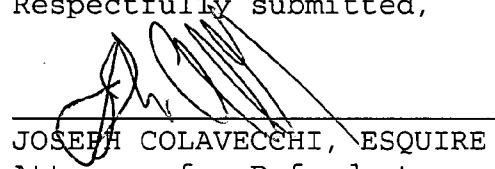
f. Can there be a binding Agreement of Sale where there is not even a meeting of the minds on the splitting of the deed transfer tax and the prorating of the real estate taxes?

g. Can there be a binding a Agreement of Sale where there is no agreement as to whether the amount to be paid from Plaintiff to Defendant is net or whether it is subject to various deductions?

h. Can there be a valid Agreement of Sale when the so-called written agreement is ambiguous and would appear to allow the seller to decide whether he wants to complete the sale of the property?

WHEREFORE, Defendant asks that the Motion for Summary Judgment be dismissed.

Respectfully submitted,



JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

— Lap over margin —

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION
NO. 03 - 239 - CD

WILLIAM I. KNEPP, an individual,
Plaintiff

vs.

DONALD W. BUCK, an individual,
Defendant

ANSWER TO MOTION FOR
SUMMARY JUDGMENT

FILED 3cc
Nov 19 2003
A449

William A. Shaw
Prothonotary/Clerk of Courts

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

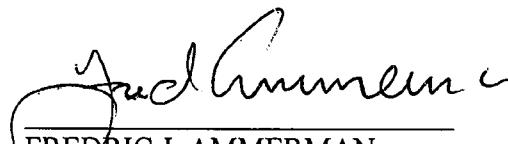
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

WILLIAM I. KNEPP :
:
vs. : No. 03-239-CD
:
DONALD W. BUCK :
:

ORDER

AND NOW, this 9 day of December, 2003, it is the ORDER of
the Court that argument on Plaintiff's Motion for Summary Judgment in the above
matter has been scheduled for Tuesday, January 6, 2004 at 9:00 A.M. in
Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
Judge

FILED

DEC 09 2003

William A. Shely
Prothonotary, Clearfield County

FILED
2:10-CV-04503

Atty Lewis
DEC 09 2003
W/Memo Re: Service

William A. Shaw
Prothonotary/Clerk of Courts



62

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

WILLIAM I. KNEPP :
vs. : No. 03-239-CD
DONALD W. BUCK :
:

ORDER

AND NOW, this 15th day of December, 2003, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above matter has been rescheduled from January 6, 2004 to **Tuesday, January 20, 2004 at 2:30 P.M.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
Judge

F I L E D

DEC 19 2003

William J. Knepp
Proffessor of Law
Clearfield County

FILED

o 2:49 AM 2003 memo to atty
DEC 19 2003

William A. Shaw
Prothonotary

CA

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

WILLIAM I. KNEPP

vs.

: No. 03-239-CD

DONALD W. BUCK

ORDER

AND NOW, this 7th day of January, 2003, it is the ORDER of the Court that argument on Plaintiff's Motion for Summary Judgment in the above matter has been rescheduled from January 20, 2004 to Monday, January 26, 2004 at 11:00 A.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

FILED

JAN 07 2004

William A. Snow
Prothonotary/Clerk of Courts

FILED 2004 memo Re: service responsibility
of ~~11140~~ to Atty. J. Colavecchi
JAN 07 2004 QFC

William A. Sweeney
Prothonotary Clerk of Courts

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

WILLIAM I. KNEPP :
-VS- : No. 03-239-CD
DONALD W. BUCK :

O R D E R

NOW, this 26th day of January, 2004, following argument on the Plaintiff's Motion for Summary Judgment, it is the ORDER of this Court that said Motion be and is hereby denied.

BY THE COURT,

Stephen J. Ammerman

President-Judge

FILED

JAN 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED acc Amy Lewis
D/10:48 AM JAN 27 2004
JAN 27 2004
William A. Shaw
Prothonotary/Clerk of Courts


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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

*
*
*
*
* No. 03 - 239 - CD
*

*
*
*
*

* Type of Pleading:

*
*
* PRAECIPE TO LIST CASE FOR
* TRIAL
*

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* Linda C. Lewis, Esq.
* Pa I.D. 80478

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JAN 28 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

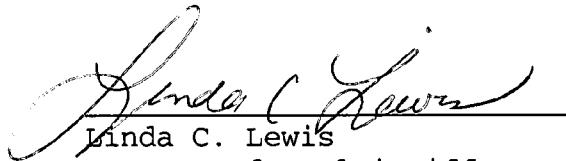
WILLIAM I. KNEPP, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 239 - CD
*
DONALD W. BUCK, *
an individual, *
Defendant. *

PRAECIPE TO LIST FOR TRIAL

TO THE PROTHONOTARY:

Please place the above-captioned matter on the next list for trial. In support thereof I certify the following:

1. There are no Motions outstanding.
2. Discovery has been completed and the case is ready for trial.
3. The case is to be heard non-jury.
4. Notice of the Praecipe has been given to opposing counsel.
5. The time for trial is estimated at one (1) day



Linda C. Lewis
Attorney for Plaintiff

Date: January 28, 2004

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

WILLIAM I. KNEPP,
an individual,
Plaintiff,

v.

DONALD W. BUCK,
an individual,
Defendant.

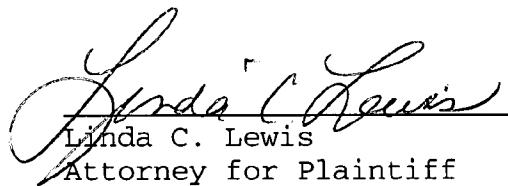
*
*
*
*
*
* No. 03 - 239 - CD
*
*
*

CERTIFICATE OF SERVICE

I, Linda C. Lewis, Esquire, do hereby certify that a copy of Praeclipe to List Case for Trial filed in the above-captioned action was served on the following person and in the following manner on the 28th day of January, 2004:

First-Class Mail, Postage Prepaid

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
PO Box 131
Clearfield, PA 16830


Linda C. Lewis
Attorney for Plaintiff

CLIFFFIELD, PENNSYLVANIA 16830
R.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED
JAN 10 2004
JAN 28 2004
ic
Atty Nadeo
William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM I. KNEPP,
Plaintiff

*

*

*

vs.

*

*

*

DONALD W. BUCK,
Defendant

*

*

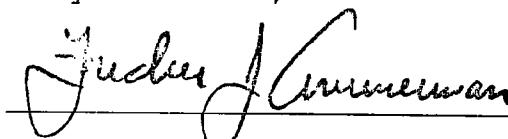
*

NO. 2003-239-C.D.

O R D E R

NOW, this 1st day of April, 2004, following Civil Call, it is the ORDER of this Court that Civil Pre-Trial Conference with counsel for the parties as set forth above and the Court be and is hereby scheduled for Thursday, April 15, 2004 at 9:00 a.m. in President Judge Ammerman's Chambers, Clearfield County Courthouse, Second Floor, Clearfield, Pennsylvania.

By the Court,



FREDRIC J. AMMERMAN
PRESIDENT JUDGE

FILED

APR 06 2004

William A. Shaw
Prothonotary

File # D
010-2830 2cc Atty Lewis Columbia
APR 06 2004
GK

William A. Shaw
Pro Bono Lawyer

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

WILLIAM I. KNEPP,
Plaintiff

*

*

*

vs.

* NO. 2003-239-C.D.

*

*

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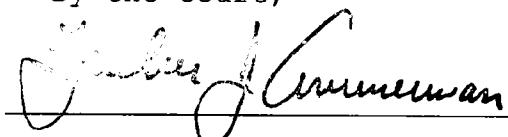
DONALD W. BUCK,
Defendant

O R D E R

NOW, this 15th day of April, 2004, following Pre-Trial Conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Non-Jury Trial is hereby scheduled for one half day on June 23, 2004 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

By the Court,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 15 2004

William A. Shaw
Prothonotary, Clerk of Courts

FILED acc AMY L LEWIS
04/17/04 cc AMY J. Colavecchia
APR 15 2004
SAC
FBI
FBI - BOSTON
FBI - BOSTON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WILLIAM I. KNEPP,
An Individual,

Plaintiff

CIVIL DIVISION

No. 03 - 239 - CD

Vs.

DONALD W. BUCK,
An Individual,

Defendant

MOTION FOR SUMMARY JUDGMENT

Filed on Behalf of:

Defendant, DONALD W. BUCK

Counsel of Record for This
Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I.D. #06810

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

JUN 08 2004

William A. Shaw
Prothonotary

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

WILLIAM I. KNEPP, :
An Individual, :
Plaintiff :
:
vs. : No. 03 - 249 - CD
:
DONALD W. BUCK, :
An Individual :
Defendant :
:

MOTION FOR SUMMARY JUDGMENT

AND NOW COMES the Defendant, Donald W. Buck, who, through his Attorney, Joseph Colavecchi, Esquire, moves the Court to enter Summary Judgment in the above matter as follows:

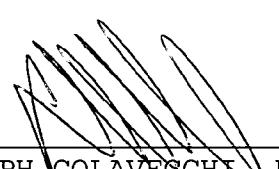
1. Plaintiff commenced this action against Donald W. Buck by Complaint filed to the above-captioned term and number on February 20, 2003.
2. Donald W. Buck is the owner of real property located in Bradford Township, Clearfield County, Pennsylvania. The property being more fully described in the pleadings in this case.
3. Plaintiff's complaint is presumed to be a complaint for a specific performance of an alleged Agreement of Sale dated October 6, 2002. A copy of the Agreement of Sale is attached hereto marked Exhibit "A".

4. The alleged Agreement of Sale is invalid and does not constitute a sufficient document to allow an action for specific performance.

5. Depositions have been taken of both William I. Knepp and Donald W. Buck. Copies of the Depositions are attached to this Motion for Summary Judgment marked Exhibit "B".

6. The Depositions represent the positions of both parties. There is no genuine issue of material fact, and Defendant feels that the Complaint should be dismissed.

WHEREFORE, Defendant asks that the Court enter Summary Judgment in his favor, dismiss the Complaint and enter Judgment in favor of Defendant.


JOSEPH COLAVECCHI, ESQUIRE
Attorney for Defendant

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9-28-02

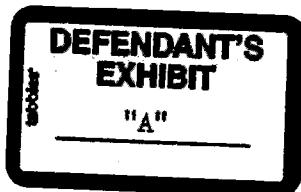
I agree to sell a property in Bradford Township on sale road with one acre of land with a house and garage for forty seven thousand dollars to William Krepp to be paid in full at final sale.

The money to be divided equally between myself and two sisters Martha Ann Lumadue and Helen Maries in three certified checks.

I also reserves the right to reject all offers if I am not satisfied with all agreements sold as is no guarantee.

Donald W. Buck

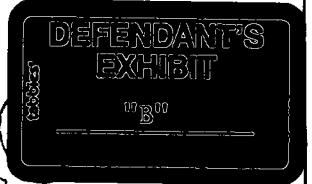
William Krepp
10/6/2002



IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

12 PROCEEDINGS: Deposition of
13 DONALD W. BUCK
14 DATE: Thursday, June 12, 2003
15 10:08 - 10:33 a.m.
16 PLACE: Conference Room
211 1/2 East Locust Street
Clearfield, Pennsylvania
17 REPORTED BY: Maryann Cornelius
18 Freelance Court Reporter
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
P.O. Box 345
Ebensburg, Pennsylvania 15931-0345
(814) 472-8009



1 APPEARANCES

2
3 LINDA C. LEWIS, ESQUIRE
4 211 1/2 East Locust Street
5 P.O. Box 552
6 Clearfield, Pennsylvania 16830
7 Appear ing on behalf of the Plaintiff
8 William I. Knepp

9
10 JOSEPH COLAVECCHI, ESQUIRE
11 Colavecchi & Colavecchi
12 221 East Market Street
13 P.O. Box 131
14 Clearfield, Pennsylvania 16830
15 Appear ing on behalf of the Defendant
16 Donald W. Buck

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I N D E X

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DEPOSITION OF DONALD W. BUCK

PAGE

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Examination by Ms. Lewis

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Certificate of Reporter

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1 STIPULATION

2

3 It is hereby stipulated by and between counsel for
4 the respective parties that reading, signing, sealing,
5 certification, and filing are waived, and that all objections
6 except as to the form of the question are reserved to the time
7 of trial.

8

9 Thereupon,

10 DONALD W. BUCK,

11 the deponent herein, being first duly sworn, was examined and
12 testified as follows:

13

14 EXAMINATION

15 BY MS. LEWIS:

16 Q Would you state your full name and address?

17 A Donald W. Buck, 192 Dale Road, Woodland, PA.

18 Q And your age?

19 A 65.

20 Q And did you go to high school?

21 A Oh, yeah.

22 Q Did you graduate from high school?

23 A Yes.

24 Q Did you have any further training after high school?

25 A No.

1 Q Okay. What is your occupation now?
2 A I'm retired.
3 Q What was your former occupation?
4 A I worked for Penelec, I was a -- in coal handling.
5 Q How many years did you work there?
6 A 21.
7 Q What did you do prior to working for Penelec?
8 A I had several jobs.
9 Q And what were those jobs?
10 A I was a milkman, a delivery man, worked in a coal
11 tipple. I'm trying to think what else I did. I worked at a
12 gas station.
13 Q Were those jobs all in the Clearfield area?
14 A Yeah, yeah.
15 Q And you worked for Penelec in the Clearfield area?
16 A No, Shawville.
17 Q But it was in Clearfield County?
18 A Yeah, right.
19 Q Okay. And how long have you lived at your present
20 address?
21 A About 37, 36 years, something like that.
22 Q Okay. Are you married?
23 A No, divorced.
24 Q Divorced. How many times have you been married?
25 A Twice.

1 Q Who were you married to?

2 A What's this got to do with --

3 MR. COLAVECCHI: No, she's allowed to ask that.

4 THE WITNESS: Well, I know she is, but what's this
5 got to do with what we're doing?

6 MR. COLAVECCHI: Just try to understand, --

7 THE WITNESS: Okay.

8 MR. COLAVECCHI: -- she's getting ready for trial
9 and -- as of right now.

10 THE WITNESS: All right.

11 MR. COLAVECCHI: Ask your question. I certainly
12 asked a lot of Mr. Knepp.

13 BY MS. LEWIS:

14 Q Who was your first wife?

15 A Catherine Orosky (phonetic).

16 Q Okay. And how long were you married to her?

17 A About seven years.

18 Q Did you have any children to her?

19 A No, we had one stillborn.

20 Q And then who did you marry?

21 A Emma Jean Reeder.

22 Q How long were you married to her?

23 A About seven years.

24 Q And you're divorced from her?

25 A (Indicating yes).

1 Q Any children?

2 A No, none to her.

3 Q So you have no children?

4 A No.

5 Q Okay. Are you the owner of property located at 262
6 Dale Road, Woodland?

7 A Uh-huh (yes).

8 Q How long have you owned this property?

9 A Since about '95.

10 Q And where did you get the property from, who did you
11 acquire it from?

12 A From my father.

13 Q Just your father?

14 A Yeah. My mother had passed away before that.

15 Q Okay. Do your sisters have any interest in this
16 property?

17 A Yes, they do.

18 Q Whose name is on the deed?

19 A Mine.

20 Q Okay. But how do your sisters then have an interest
21 in this property?

22 A Well, it's the way my parents wanted it, to be split
23 up three ways and that. But we put the property in my name
24 with a verbal agreement that the proceeds would be split
25 evenly.

1 Q So have you been discussing the maintenance, the
2 care of this property with your sisters, did --

3 A No, they're mad at me.

4 Q Well, do they contribute --

5 A No.

6 Q -- to the --

7 A Nope.

8 Q Had they been contributing to taxes, insurance?

9 A Well, first there was -- there was some money left
10 from my father's account, bank account, and we used that for
11 paying the bills and that's gone so I'm paying for everything
12 now.

13 Q Okay. That money that was in your father's account,
14 did that go through his estate?

15 A Yeah.

16 Q And you all three had an interest, that money was to
17 be divided between the three of you?

18 A Uh-huh (yes).

19 Q And you used that property -- or that money to take
20 care of the property?

21 A Right.

22 Q So then when that money was gone who took care of
23 the property?

24 A I did.

25 Q You were contributing all the funds?

1 A I was paying for the heat and the electric and the
2 taxes and whatever.

3 Q Okay. Were you expecting reimbursement from them?

4 A Well, probably in that when it -- you know, we -- we
5 decided that everything was going to be split three ways
6 equally. I haven't talked to them because the one sister is
7 mad at me over this deal here and the other sister talks to
8 me, but --

9 Q Okay. Had you talked to the two of them about
10 selling this property?

11 A Yeah.

12 Q And they were in agreement?

13 A To sell it.

14 Q And they were willing to help you find a buyer?

15 A Well, the one sister did, the other one didn't, she
16 kind of went along with the flow and that.

17 Q Okay. But they were actively helping you find a
18 buyer?

19 A Yeah.

20 Q You had given them authority --

21 A Yeah.

22 Q -- to help you since they have interest in this
23 property?

24 A Right.

25

1 Q Okay. Did you place a for sale sign on the
2 property?

3 A Yeah.

4 Q Okay. In the lawn -- on the lawn of the property?

5 A Yeah.

6 Q And when did you place that sign?

7 A Oh, hell, I don't know. Let's see. Dad died in
8 2000. Sometime in 2000, I think.

9 Q Okay. And were you contacted by anyone concerning
10 this for sale sign?

11 A You mean the property?

12 Q Right. Did anybody contact you expressing an --

13 A Yes.

14 Q -- interest in the property?

15 A Several people did.

16 Q Who contacted you?

17 A Well, some of the people I don't know their names.
18 There was a couple from -- I can't think where they're from --
19 people called from Houtzdale, or someplace, Myers was their
20 last name, and they was (sic) going to buy it, but they
21 couldn't -- something happened and they couldn't get the
22 money.

23 Q Okay. And any others?

24 A Well, there's -- I don't know how many others have
25 contacted me and people came to see it, but, like I said, I

1 don't know all the names of --

2 Q So they just came and saw it and then they didn't
3 make an offer --

4 A Right.

5 Q -- or they just --

6 A Right.

7 Q -- never got back to you?

8 A Right.

9 Q Okay. So were you contacted by Mr. Knepp, William
10 Knepp concerning --

11 A Yup.

12 Q -- the property? When were you contacted by him?

13 A Well, after my sister talked to him, she made the
14 original contact.

15 Q Which sister?

16 A Marsha Lumadue.

17 Q Okay. And, what, did she contact you and tell you?

18 A Uh-huh (yes).

19 Q What did she tell you?

20 A She said she made -- or Mr. Knepp would buy it and
21 to talk to him. And then he contacted me and he -- at first
22 he was going over there to -- what was it, Curwensville --

23 Q Well, he contacted you, did you -- how did you agree
24 upon a price for the property?

25

1 A Well, my sister made the price first. I told her I
2 didn't like it, but she was kind of pushing for it and I said
3 -- and I also told him twice that -- I said the deal was off
4 and then he went --

5 Q Now wait a minute, we're back to the beginning.

6 A Okay.

7 Q He made an offer --

8 A Right.

9 Q -- to purchase the property?

10 A Right.

11 Q What was the amount?

12 A \$47,000.

13 Q And you agreed to that?

14 A I did, but --

15 Q Okay. Then were you contacted by Mr. Knepp saying
16 that the bank needed information?

17 A Yeah, that's true.

18 Q What did they say they needed?

19 A Well, they needed a sales agreement and a deed and I
20 don't what else there was. So I called a lady down here at
21 the customer service, the bank, the Curwensville State Bank,
22 whatever they call it, and she said -- I told her why I called
23 for -- about the papers for that. And she says, well, she
24 says -- the only thing she told me, she says, it hit a glitch.
25 And she says, look, I can't tell you anymore than that so

1 that's all I knew was he didn't get the loan.

2 Q Okay. Now was it CSB Bank or --

3 A Well, --

4 Q -- Clearfield Bank and Trust?

5 A No, no. What is it, customer service, whatever the
6 name is now, down at Wolf Run.

7 Q Down at where?

8 A Wolf Run, down there at the K-Mart Plaza.

9 Q CSB Bank?

10 A Yeah.

11 Q Okay.

12 A They keep changing the names, I can't keep up with
13 them.

14 Q Okay. So then you never supplied a deed or a sales
15 agreement, you never gave the bank anything?

16 A No. Because they told me it hit a glitch and they
17 just -- you know, as far as I knew, why that was it.

18 Q Okay. So did you contact Mr. Knepp then?

19 A No, he contacted me.

20 Q Okay.

21 A And then I told him -- or I asked him, and he says,
22 well, he says, you know, that didn't go through, he's going to
23 go someplace else.

24 Q Okay. Then when did you hear again from Mr. Knepp?

25

1 A Oh, I don't remember how long it was after that. He
2 told me he had got ahold of this guy in Pittsburgh, this Tom
3 Snee, I don't remember the name of the mortgage company.

4 Q Okay.

5 A And I asked him how he got down there and that, and
6 he said his brother-in-law got him hooked up with this guy.
7 And I said, you know, how come you're going so far away and
8 that. Well, I don't know what he did tell me then.

9 Q But did he tell you he had -- the loan had been
10 approved?

11 A No, no, it took four months before that -- that was
12 approved, from September to November, it was four months. And
13 in the meantime, I told him twice that the deal was off, and
14 then he went running to my sister and that and I -- he really
15 ticked me off.

16 Q Okay. Now wait a minute. He contacted you and said
17 he was applying to this place down in Pittsburgh?

18 A Right.

19 Q Okay. Now did he ask -- tell you he needed a sales
20 agreement --

21 A Yeah.

22 Q -- at that time?

23 A Yup.

24 Q And is that when you prepared --

25 A I prepared --

1 Q -- the sales agreement?

2 A -- the sales agreement. And then I -- the reason I
3 put down at the bottom of it, which Mr. Colevecchi told me
4 it's not legal, but I put down there and I didn't -- this guy
5 from Pittsburgh I didn't know diddly (sic) about it so I put
6 down there that -- I told him before I give (sic) him the
7 agreement, I says, I don't know this guy, I don't know
8 anything about him and I says, I don't like doing business
9 with somebody I don't know. And I says, if there's anything
10 at all that comes up that I don't like I says, I'm backing out
11 of it and he didn't say much of anything.

12 Q Okay. But you prepared this agreement?

13 A Yeah, yeah.

14 Q Stating that you agree to sell the house to Mr.
15 Knepp for \$47,000?

16 A Uh-huh (yes).

17 Q And then you also put in here (indicating) the money
18 is to be divided equally between myself --

19 A Yeah, --

20 Q -- and sisters?

21 A -- and that's another glitch there too. 'Cause my
22 one sister she -- she argues up and down. And I asked Mr.
23 Colavecchi -- she says -- which we had paid inheritance tax on
24 the money and stuff from my dad and she said that's
25 inheritance tax and I'm not paying no capital gains tax. I

1 said it's not inheritance and we argued about that.

2 Q Okay. But that's between you and your sisters --

3 A Yeah, and I --

4 Q -- and that's not this.

5 A You know, I'm not going to give them checks and then
6 have to fight them to get -- to get the money out of them for
7 capital gains tax now.

8 Q So you did prepare this agreement (indicating)?

9 A Yeah.

10 Q And you signed it?

11 A Yeah.

12 Q Then it was given -- you gave it to Mr. Knepp?

13 A Right.

14 Q And then Mr. Knepp signed it?

15 A Well, he didn't sign it in front of me, he just took
16 it and then I don't know when he signed it.

17 Q Okay. Then what was the next thing that happened?

18 A Oh, God, let me see. Well, that -- that was in
19 September whenever I made that up and then it went on till the
20 latter part of November, I think it was, whenever they said
21 they was (sic) going to come out and close the deal.

22 Q Okay. So you were contacted from someone from
23 Mortgage Lending Solutions?

24 A Well, I wasn't there, but my sister was.

25 Q No. But you got a phone call from them saying --

1 A I wasn't there, my sister answered the phone.

2 Q Oh, okay.

3 A She left a note for me.

4 Q That there was going to be a closing --

5 A They was (sic) going to --

6 Q -- November the 8th?

7 A -- be there, right.

8 Q Okay. So you then appeared for a closing November
9 the 8th?

10 A Right.

11 Q And where was this closing at?

12 A At the house that I'm going to sell.

13 Q And who was there?

14 A Well, let's see. Mr. Knepp, my sister, and this
15 lady, I don't know her name that was supposed to be a notary
16 public, I guess. Her and her husband run this Eagle Haven out
17 here.

18 Q Okay. And yourself?

19 A And myself.

20 Q And there was no one with you?

21 A Nope.

22 Q So what happened then at this closing?

23 A Well, they got all this stack of papers out and then
24 the first thing -- well, I want to go back a little bit. They
25 had about the taxes, the -- what is it, the sales tax?

1 Q Transfer tax?

2 A Well, they were -- and they said about we would
3 split it in half and half, the seller and the buyer. So I
4 didn't believe that guy either and that and so I called a real
5 estate outfit here in Clearfield.

6 Q This is during the closing you called --

7 A No, I had called before this because I -- I had told
8 Mr. Knepp, I says, I want to talk to this guy. Well, you
9 might as well talk to the wall because anything I asked him
10 there was no straight answers. I says, who is -- who is going
11 to come out here and have these papers signed? He said, there
12 will be somebody there. And I says, well, somebody don't mean
13 nothing there, I says, that could be some guy he picks up off
14 the street. And I told him, I says, I want a lawyer there.
15 No, there's no lawyer there, there was just this notary
16 public, this lady, whoever she was.

17 And then he told me nothing about this other amount
18 of money which was -- I don't know what it was, 300 and some
19 dollars. And I asked her about it and she says, I don't know.
20 And I thought, well, this is just great. I says, I'm not
21 signing any papers when I wasn't told about these charges that
22 were charged to me.

23 So it was down at my place because there's no phone
24 up -- up at the house, and I called this Snee and he got at
25 and says, well, that's the way it should be. I said, you

1 didn't tell me anything about it. And he started rambling on,
2 I don't remember what he said and I called him a damn con
3 artist and that. I says, I'm not signing papers. I says, you
4 got me charged with money that you told me nothing about.

5 So then it wasn't very long -- well, I just -- I was
6 mad, I was really pissed off, I just said the deal is off.
7 And they all left and pretty soon some lady, I don't know, the
8 only thing I know is Candy, I don't know who she is or who she
9 was, but she said she was from some Pennsylvania settlement
10 thing, or something, I don't know, whatever the hell it was.
11 And she says, well, you know, that's the way it's supposed to
12 be.

13 Q She called you?

14 A She called me.

15 Q Okay.

16 A I have no idea who she was, I still don't know who
17 the hell she was. So then it was later on, I forget, they --
18 instead of them calling -- well, they called me there for
19 awhile and I got mad, I just wouldn't even answer the phone, I
20 says --

21 Q Okay. Well, let's go back to this closing, the time
22 of the closing. You said you had called a realtor in town
23 here before the closing?

24 A Yeah, because of this transfer tax, or whatever it
25 was.

1 Q Who did you call?

2 A Oh, I have the name out there, I can't remember the
3 name of him. I got the papers out there at home.

4 Q And what did you ask them when you called?

5 A I asked them about this transfer tax and I says
6 about me paying half and the borrower -- you know, the
7 borrower is paying half. And they said, yeah, that's the way
8 it's supposed to be.

9 Q Okay. So you knew ahead of time then before you
10 went to this closing that that's normally what's done, the --

11 A Oh, yeah, I -- I had no -- no argument about that,
12 it was just this other money.

13 Q What was the other money that they were --

14 A Something about a title transfer and something, I
15 don't know what it was now.

16 Q Do you know how much the checks were that you were
17 going to get --

18 A What do you mean?

19 Q -- at the time of closing?

20 A I think it was 150, or something, or 400 or
21 something like that.

22 Q For --

23 A For each one. Something. It was some amount like
24 that, whatever it comes to after this. Well, it would be --
25 what was it, 45? Whatever the tax was, plus this other 300

1 and some dollars.

2 Q Okay. So you knew ahead of time exactly what your
3 checks were going to be before --

4 A That's what I thought they would be and they wasn't
5 (sic) that. They were --

6 Q They were taking off this transfer tax and some
7 other charges?

8 A Yeah, the title transfer and a bunch of other stuff,
9 I don't know what it was.

10 Q Okay. And you don't know the name of the realtor
11 you spoke to?

12 A Well, I know it, but I can't think of it right off
13 the top of my head. I've got the thing at home there 'cause I
14 had got a call from them one day that, you know, they wanted
15 me to have them sell it for me and I just kept the papers
16 there that they had sent.

17 Q Okay. So then you refused to go through with the
18 closing and when is the next time you heard from Mr. Knepp
19 then?

20 A I never did, I never heard from him again. The only
21 thing I heard from was this Tom Snee. He called me --

22 Q Now wait. Did Mr. Knepp attempt to give you a down
23 payment?

24 A Yup.

25 Q Okay. When was that, that was --

1 A Oh, that was in --

2 Q That was after this -- the closing that you had
3 refused to --

4 A No, no, no, no, that was before that. That was
5 before the closing because that was after the second time I
6 told him the deal was off. And then my sister come (sic) over
7 and jumped all over me and said, you know, what's wrong and I
8 told her. And she -- she got on the phone and called him and
9 I went outside and got out of there. But, anyway, he come
10 (sic) up there with a check and that and I said, do you got
11 the money yet? Nope. And I says, I'm not taking no down
12 payment from you, I says, I've screwed around here for two or
13 three months now and I said if I take a down payment how long
14 are you going to jerk me around here until you do get the
15 money if you get the money.

16 Q So you're saying this down payment, this offer to
17 make this down payment was before the actual first closing?

18 A Oh, yeah.

19 Q Okay. Were you contacted again then by Mortage
20 Solutions about another closing in December?

21 A No, he didn't call me, he called my sister and then
22 she called me. And I told her to tell him to go to the devil,
23 I wasn't going to be there and he still came out.

24 Q At the time of this first closing did Mr. Knepp then
25 offer to pay the transfer tax?

1 A Not till later.

2 Q How did you know he was going to pay the --

3 A Well, this Tom Snee called me.

4 Q Okay.

5 A And then he said -- at first he told me, he said
6 that whoever -- he said the girl, whoever the girl is made up
7 the -- the mortgage thing had made a mistake. And then -- you
8 see, a lot of this stuff is between him and my sister because
9 he wasn't talking to me and that because I -- I told him off.
10 Anyway, why -- and then he told my sister, he says, well,
11 that's the way it should have been, the -- the charges should
12 have went to Mr. Knepp instead of me so that's two different
13 stories he told. And the more this guy talked the more I -- I
14 had a lot of doubts about him and I still do today.

15 Q Okay. But no one had told you that Mr. Knepp was
16 going to pay for everything then?

17 A Yeah, Snee told me.

18 Q Okay. And that what was supposed to happen at this
19 December closing, Mr. Knepp was paying all the transfer tax?

20 A No, he wasn't paying the transfer tax, he was just
21 paying this \$300, I think, if I remember right. It wasn't the
22 -- the tax wasn't a -- wasn't a question then.

23 Q You agreed you were going to pay half the transfer
24 tax, that you agreed you would pay half of that?

25 A Well, yeah, yeah.

1 Q Okay. So then why didn't you go to the second
2 closing if your --

3 A The only --

4 Q -- objection was removed about this \$300?

5 A The only one that contacted me was my sister, nobody
6 else, and if they ain't got guts enough to contact me
7 face-to-face you know what they can do.

8 Q Okay. But you had given your sister authority to
9 deal with --

10 A No, I didn't give any authority. I -- we just went
11 along with each other, nobody was in charge of nothing (sic).

12 Q Okay.

13 A And my sister and brother-in-law both know about
14 that agreement too, I want to get that in there. We talked
15 about it and she made the copies and I told her and I told him
16 and we all sat there together. I said, if I don't like this
17 deal to begin with, and I says, if anything goes wrong along
18 the way, I says, I'm backing out of it, I says, I don't care
19 what you think or anybody else thinks.

20 Q Okay. So is there currently anyone occupying the
21 premises?

22 A Nope.

23 Q And you still have your for sale sign up?

24 A Yup.

25 Q Have you been contacted by anyone?

1 A Yup.

2 Q Have you shown the property to anyone?

3 A No, nobody asked to see it, they just called about
4 it.

5 Q Okay. And during the course of these dealings with
6 Mr. Knepp you allowed appraisers to come in, you allowed these
7 appraisers to come in and look at the property?

8 A Yeah, that was another thing. Why does the mortgage
9 company have to have two appraisers? They sent one out and he
10 went through the place and then a day or so later they called
11 me and said that -- Sopick (phonetic), or whatever his name is
12 is coming out because the other guy wasn't qualified or some
13 damn thing. You see, all these -- all these things. I might
14 be dumb, but I'm not stupid. All these things are going on
15 and just don't ring true to me. I've had appraisals done on
16 property of my own and I never went through two or three
17 appraisers, I got one and that was it.

18 Q Okay. And then you also allowed someone from the
19 insurance company to come in to look at the property for Mr.
20 Knepp?

21 A There wasn't anybody there from an insurance company
22 that I know of.

23 Q For him to obtain insurance?

24 A The only one that was there was the appraisers.

25

1 Q Okay. So right now you're -- the reason you weren't
2 closing was this \$300 charge which Mr. Knepp then agreed to
3 pay?

4 A Yeah.

5 Q And the transfer tax issue, that was not an issue
6 then at this point?

7 A Right.

8 Q So the reason you're not closing --

9 A I'm not closing.

10 Q The reason you're not -- what is your objection now?

11 A This should have never happened in the first place.
12 I don't give a damn what you attorneys say, whether that's
13 half legal or all legal or all illegal. I made that up in
14 good faith and just the way I explained to you that's the way
15 it was and I told Mr. Knepp that. If he can't live up to that
16 bargain, that's tough bananas. I'm not selling the damn
17 property and I'll tell you that right to your face or anybody
18 else. If he wants to be a jerk, why let him.

19 MS. LEWIS: Okay. I have no further questions.

20

21

22 * * * * *

23 DEPOSITION CONCLUDED AT 10:33 A.M.

24 * * * * *

25

1 COMMONWEALTH OF PENNSYLVANIA :
2 : ss:
3 COUNTY OF CAMBRIA :
4

5 I, MARYANN CORNELIUS, Freelance Court Reporter and Notary
6 Public, Commonwealth of Pennsylvania,

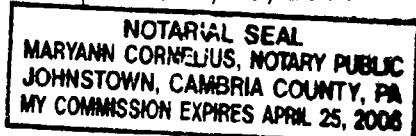
7 DO HEREBY CERTIFY, that the foregoing deposition was
8 taken before me at the time and place stated herein; that I
9 administered unto the deponent his oath to testify to the
10 truth, the whole truth, and nothing but the truth; that he was
11 there and then orally examined and testified as herein set
12 forth; that I reported said examination and testimony
13 stenographically, and that this transcript of deposition
14 constitutes a true and correct transcription of the shorthand
report of said deposition.

15 I FURTHER CERTIFY that I am neither related to nor
16 employed by any counsel or party to the cause pending, nor
17 interested in the event thereof.

18 IN WITNESS WHEREOF, I have hereunto affixed my hand and
19 official seal this 25th day of June, 2003, at Ebensburg,
20 Cambria County, Pennsylvania.



21
22
23 MARYANN CORNELIUS
24 Notary Public
25 Commonwealth of Pennsylvania
My Commission Expires 4/25/2006



IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

WILLIAM I. KNEPP, an individual,	:	
		Plaintiff
	:	
-vs-	:	CIVIL DIVISION
	:	
DONALD W. BUCK, an individual,	:	
		Defendant
	:	

PROCEEDINGS: Deposition of
WILLIAM I. KNEPP

DATE: Thursday, June 12, 2003
9:05 - 10:05 a.m.

PLACE: Conference Room
211 1/2 East Locust Street
Clearfield, Pennsylvania

REPORTED BY: Maryann Cornelius
Freelance Court Reporter
Notary Public

ASAP COURT REPORTING
Registered Professional Reporters
P.O. Box 345
Ebensburg, Pennsylvania 15931-0345
(814) 472-8009

1 APPEARANCES

2
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8 William I. Knepp

9
10 JOSEPH COLAVECCHI, ESQUIRE
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15 Appearng on behalf of the Defendant
16 Donald W. Buck

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I N D E X

2

DEPOSITION OF WILLIAM I. KNEPP

PAGE

3

Examination by Mr. Colavecchi

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Certificate of Reporter

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STIPULATION

3 . It is hereby stipulated by and between counsel for
4 the respective parties that reading, signing, sealing,
5 certification, and filing are waived, and that all objections
6 except as to the form of the question are reserved to the time
7 of trial.

9 | Thereupon,

10 WILLIAM I. KNEPP,
11 the deponent herein, being first duly s
12 testified as follows:

EXAMINATION

15 BY MR. COLAVECCHI:

16 Q Would you state your full name and address, please.

17 A William Irvin Knepp, Post Office Box One, Bigler,
18 Pennsylvania.

19 Q What's your age, Mr. Knepp?

20 A 59.

21 Q Where did you go to school?

22 A Clearfield High.

23 Q Clearfield High School?

24 A Yeah.

25 Q Did you finish at Clearfield High School?

1 A Yeah.

2 Q Did you get any training or education beyond high

3 school?

4 A I went to college in New York.

5 Q Which college?

6 A Give me a minute, Canuadaga Community College.

7 Q Canuadaga?

8 A Uh-huh (yes).

9 Q Is that where the race track is, by the way?

10 A Yeah.

11 Q Up near Finger Lakes then?

12 A Yeah.

13 Q And did you graduate?

14 A I got a certificate in taxidermy.

15 Q Taxidermy?

16 A Yeah.

17 Q I'm jumping ahead, but did you ever work for

18 Clearfield Furs?

19 A No.

20 Q What did you do after you finished at Canuadaga

21 Community College?

22 A I came back here.

23 Q To Clearfield?

24 A Right.

25 Q You would have been how old at that time?

1 A 58, 59.

2 Q It was 1959?

3 A No, I just moved back here.

4 Q Okay. Well, what did you do then when you moved
5 back here?

6 A Well, I looked for a place to buy.

7 Q Buy for what?

8 A To set up a shop.

9 Q What kind of a shop?

10 A Taxidermy.

11 Q Okay. And how old would you have been?

12 A 59.

13 Q Oh, you mean you've been living in New York all this
14 time, --

15 MS. LEWIS: Yes.

16 MR. COLAVECCHI: I'm sorry.

17 MS. LEWIS: He was asking you after you got out of
18 school what did you do.

19 THE WITNESS: I set up a shop up there.

20 BY MR. COLAVECCHI:

21 Q Oh, after you got out of school?

22 A Right.

23 Q And how long did you work there, sir?

24 A A month.

25 Q And then what did you do after that?

1 A Decided to come down here.
2 Q Back home?
3 A Right.
4 Q And your home is Clearfield?
5 A Bigler.
6 Q Bigler. Clearfield County then?
7 A Right.
8 Q And you would have been, what, about 20 years of age
9 then when you moved back home?
10 A No.
11 Q How old would you have been?
12 A I just moved back here, I was up in New York living.
13 Q I'm taking this in order, I'm sorry to confuse you.
14 You finished -- let's start -- you finished at Canuadaga
15 Community College, you stayed there one month and then you
16 moved back to Bigler. You couldn't have been more than 20
17 years of age I'm going to assume.
18 A I left here and went to New York to live.
19 Q After you finished high school?
20 A Right.
21 Q Okay. And how long did you live there?
22 A 40 years.
23 Q How many?
24 A 40.
25 Q 40 years?

1 A Yeah.

2 Q But did you go to Canuadaga Community College right
3 after you left high school?

4 A No. I just went last -- in 2000.

5 Q Okay. What did you do when you moved back -- or
6 moved to New York then after you finished high school here in
7 Clearfield?

8 A I worked for Kodak.

9 Q Okay. In Rochester, New York?

10 A Right.

11 Q How old were you when you started with Kodak,
12 roughly?

13 A About 31.

14 Q 31 years of age?

15 A (Indicating yes).

16 Q What did you do between 18 years of age and 31 years
17 of age?

18 A I was working at Singer.

19 Q Singer?

20 A Yeah.

21 Q In which town?

22 A Rochester.

23 Q Oh, Rochester. How old were you when you started
24 with Singer?

25 A 20.

1 Q How old?

2 A 20.

3 Q 20. And how long did you work for Singer?

4 A Ten years.

5 Q So then you were 30 years of age, and what did you
6 do then?

7 A Went to Kodak.

8 Q And how long did you work for Kodak?

9 A 29 years.

10 Q I've got you up to 60 years of age then which gets
11 us pretty close to the present.

12 A Right. Well, I retired in 2000.

13 Q From Kodak?

14 A Right.

15 Q And after you retired from Kodak, what did you do?

16 A Went to school for taxidermy.

17 Q At Canuadaga Community College?

18 A (Indicating yes).

19 Q Was that some sort of community program, some sort
20 of -- something that was sponsored by Kodak, or did you just
21 do that on your --

22 A They paid me to go to school when I retired.

23 Q Kodak did?

24 A Right.

25 Q Was that a fringe benefit?

1 A Well, they paid part of it.
2 Q Why would they pay that when you were retired?
3 A For retraining.
4 Q Retraining?
5 A Right.
6 Q Why would they retrain you when you're retired?
7 A It was incentive for you to retire.
8 Q Oh, okay. That's sort of a buyout --
9 A Right.
10 Q -- deal then, is that -- yeah, that makes sense.
11 They want to get you off the payroll to cut back. I didn't
12 mean to -- you know, and not hurt you at all, to help you?
13 A Right.
14 Q So then you went to Canuadaga Community College at
15 60 years of age -- or not 60 'cause you're not 60 yet.
16 A At 58.
17 Q At 58. And was that about a year course, six months
18 course?
19 A Two semesters.
20 Q Two semesters. And that would have been how many
21 months each semester?
22 A Four.
23 Q So it took almost a year?
24 A Uh-huh (yes). Yeah.
25

1 Q And then you finished and you were -- that was just
2 last year, I guess. What was your date of graduation?

3 A December 19th, 2001.

4 Q 2001. Then what did you do after you graduated from
5 Canuadaga Community College?

6 A Started to set up a shop where I was living.

7 Q In Rochester, New York?

8 A Right.

9 Q By the way, did you live in Rochester all that time
10 you were living and working for Singer and Kodak?

11 A No. I lived in Palmyra.

12 Q Palmyra, New York. Is that near Rochester?

13 A About 15, 20 miles.

14 Q How long did you live there?

15 A Three or four years. And then the rest of the time
16 I was in and around Rochester.

17 Q Different towns?

18 A Different streets.

19 Q Different streets?

20 A Yeah.

21 Q Okay. You're married, I assume?

22 A No, I'm going through a divorce right now.

23 Q Have you been married more than one time?

24 A Yeah.

25 Q When was your first marriage?

1 A When I was a teen-ager.
2 Q While living in Clearfield?
3 A No. I moved to Rochester and got married.
4 Q You met somebody up there?
5 A Well, I knew her from here.
6 Q Oh, she's a Clearfield girl?
7 A Right.
8 Q What was her name?
9 A Her name was Catherine Elinsky (phonetic).
10 Q Elinsky. And then she moved with you to Rochester,
11 is that it?
12 A Right.
13 Q And you got married. How old were you, you said a
14 teen-ager?
15 A 20, I think.
16 Q 20. And did you have children?
17 A Two.
18 Q The names of the children?
19 A Vicky and Billy.
20 Q Vicky.
21 A Vicky, V-I-C-K-Y.
22 Q What's her last name?
23 A Quackenbush (phonetic) now.
24 Q Oh, Quackenbush.
25 A (Indicating yes).

1 Q How old would she be?
2 A 36.
3 Q Where does she live?
4 A Georgia.
5 Q And the name of the son is?
6 A William.
7 Q Pardon?
8 A William.
9 Q William. And where does he live?
10 A Georgia.
11 Q Where in Georgia do they live?
12 A Lawrenceville.
13 Q Both of them?
14 A Yup.
15 Q How did they happen to end up in Georgia?
16 A That's where their mother is at.
17 Q Okay. So how long did you remain married to
18 Mrs. Elinsky?
19 A Six years, I think.
20 Q Six years?
21 A (Indicating yes).
22 Q Did you get divorced then?
23 A Yeah.
24 Q So you would have been about 26 years of age?
25 A Yeah.

1 Q Did you remarry then?
2 A Yeah.
3 Q And who did you marry?
4 A Let me think now. Eileen Wilbert.
5 Q Pardon?
6 A Eileen Wilbert.
7 Q Eileen Wilbert. And how old were you when you
8 married her?
9 A It would have been late 20's.
10 Q Did you have any children to Eileen Wilbert?
11 A One.
12 Q The name of the child?
13 A David.
14 Q David?
15 A (Indicating yes).
16 Q Where is David now?
17 A I don't know.
18 Q You have no idea where he lives?
19 A No.
20 Q Okay. He would be probably 30 or 40?
21 A Right.
22 Q And when were you divorced from Eileen Wilbert?
23 A I couldn't tell you an exact date.
24 Q Well, in what year? Put it this way, how long were
25 you married to her?

1 A About three years, I think.

2 Q Okay. So you wouldn't have even been 30 years of
3 age?

4 A Pardon?

5 Q You weren't even 30 years of age then when you got
6 divorced from her?

7 A I might have been close, but I don't know.

8 Q And then did you get married again?

9 A Yup.

10 Q And who did you marry the third time?

11 A Let me see now, I've got to get this straight.

12 Q Yeah, I can understand that.

13 A Okay. Pam. I can't even think of her last name
14 now.

15 Q Her maiden name?

16 A Right.

17 Q Did you have any children to her?

18 A No.

19 Q And how old were you when you married her?

20 A I must have been in my 30's.

21 Q And how long did that marriage last?

22 A About a year.

23 Q And you got divorced?

24 A Yeah.

25 Q No children though you said?

1 A No.

2 Q And after you married her, when did you get married
3 again?

4 A In '97.

5 Q So you were single from the time you were 30 years
6 of age, or 31 years of age until you became approximately 55
7 years of age?

8 A No.

9 Q Pardon?

10 A Yeah, 'cause we were married in '97.

11 Q And who did you marry the fourth time?

12 A Helga.

13 Q Helga?

14 A Helga, H-E-L-G-A.

15 Q Do you know her last name?

16 A She's a German.

17 Q Where did you marry her?

18 A New York.

19 Q Rochester?

20 A Right.

21 Q And how long were you married to her?

22 A Five years.

23 Q And did she file for a divorce or did you file for a
24 divorce?

25 A I did.

1 Q You did?

2 A Right.

3 Q So you would have been about 54 when you filed for a
4 divorce, would that be true or --

5 A No. I just filed for a divorce in 2001.

6 Q Where did you file?

7 A Rochester, New York.

8 Q It's not final as of today?

9 A No.

10 Q So how many times have you been married?

11 A Four.

12 Q Are you engaged or going with someone now?

13 A No.

14 Q So you moved from Rochester and then -- while a
15 divorce was going on with Helga?

16 A Right.

17 Q Let's see. The first two children you had are
18 living in Georgia, the third child, William (sic), you have no
19 idea where he is living, is that right?

20 A Right.

21 Q When you started at Canuadaga, you were in the
22 process of divorce?

23 A No.

24 Q You weren't?

25 A No.

1 Q So when you retired from Rochester (sic) you were
2 still married to Helga?

3 A Right.

4 Q By the way, does she have children?

5 A Yes.

6 Q How many does she have?

7 A Four.

8 Q Okay. Backing this up again. You went to Canuadaga
9 Community College, finished, and I think you said you set up a
10 shop business?

11 A Right.

12 Q In Rochester?

13 A Right.

14 Q What was the name of it?

15 A Well, it wasn't registered.

16 Q Well, would it have been William I. Knepp?

17 A BK Taxidermy.

18 Q BK?

19 A Right.

20 Q Is that for Bill Knepp --

21 A Right.

22 Q -- Taxidermy? Where was it located?

23 A 261 North Lemyon Avenue.

24 COURT REPORTER: I'm sorry, the address again.

25 THE WITNESS: 261 North Lemyon Avenue, L-E-M-Y-O-N.

1 BY MR. COLAVECCHI:

2 Q In Rochester, New York?

3 A Yes.

4 Q And you said that was only open a month?

5 A Yup.

6 Q Were you renting a place?

7 A No, it was Helga's house.

8 Q Oh, Helga's home. Where you lived with her?

9 A Right.

10 Q Why did you just stay in business for a month?

11 A 'Cause she told me I had to get out and get a job.

12 Q Oh, okay. You were drawing a pension at that time
13 though from Kodak --

14 A No.

15 Q -- and still --

16 A I was still getting a check from Kodak.

17 Q Kodak. You're still getting that today, I assume,
18 right?

19 A No, I'm getting a pension today.

20 Q A pension. Isn't that from Kodak?

21 A No. Well, I took all my money and turned it over.

22 Q I'm sorry, what was that again?

23 A I took a lump sum when I retired.

24 Q Oh, you had that option?

25 A Right.

1 Q To either take the payments over your lifetime or
2 take a lump sum?

3 A Right.

4 Q And how much was your lump sum?

5 A 160,000.

6 Q And what did you do with it, sir?

7 A Put it into an account, ING.

8 Q What's an ING?

9 A Where they send me a check every month.

10 Q Is that a stock or --

11 A Well, it's a stock -- or an investment plan.

12 Q And do you still get a check every month from them?

13 A Yes, I do.

14 Q Okay. So she made you move out and then after you
15 moved out what did you do?

16 A What do you mean what did I do?

17 Q Well, did you move or --

18 A We had a camp, I moved to the camp.

19 Q In Rochester, New York?

20 A Right.

21 Q And how long did you live there?

22 A Eight months.

23 Q By yourself?

24 A Yup.

25

1 Q And were you in business at -- did you do any
2 business at the camp?

3 A No.

4 Q Okay. And then after eight months where did you
5 move?

6 A Down here.

7 Q And what date would you have actually made the move,
8 it had to be a short time ago.

9 A It was last year, I think around November.

10 Q 2002?

11 A Right.

12 Q What month?

13 A September or October.

14 Q September or October. Okay. Of 2002?

15 A Right.

16 Q Now, Mr. Knepp, when you stayed in New York, who are
17 -- well, what family do you have around here?

18 A My mother -- or stepmother.

19 Q Stepmother?

20 A Right.

21 Q What is her name?

22 A Sarah Knepp.

23 Q Is that S-A-R-A-H?

24 A Yup.

25 Q Where does she live?

1 A Bigler, Pennsylvania.
2 Q Your mother is deceased?
3 A Right.
4 Q What was her name?
5 A Evelyn.
6 Q Evelyn?
7 A Right.
8 Q When did she die?
9 A About 15 years ago.
10 Q And what was your father's name, or is your father's
11 name?
12 A Bud Knepp.
13 Q Bud?
14 A B-U-D.
15 Q Is he still alive?
16 A No.
17 Q When did he die?
18 A About twelve years ago.
19 Q What made you come back to Bigler?
20 A I missed it.
21 Q Well, as you get older that happens though, people
22 want to go back to their roots.
23 A All my relatives are here.
24 Q You have a lot of relatives here in --
25 A Right.

1 Q So over the years did you come back and forth and
2 visit a lot?

3 A Quite a bit.

4 Q Do you have brothers and sisters?

5 A Right.

6 Q How many brothers and sisters?

7 A I've got two brothers and three sisters.

8 Q What are the names of the two brothers?

9 A Bud Knepp, Jr.

10 Q And he lives where?

11 A Bigler, Pennsylvania.

12 Q Okay. Second brother?

13 A Donald Knepp.

14 Q Donald Knepp?

15 A Uh-huh (yes).

16 Q And he lives where?

17 A Florida right now.

18 Q Where in Florida?

19 A I don't know exactly.

20 Q And your three sisters, what's their names?

21 A Sandy.

22 Q Sandy?

23 A (Indicating yes).

24 Q Last name?

25 A English.

1 Q Where does she live?
2 A Bigler.
3 Q Second sister?
4 A Barbara.
5 Q Last name?
6 A English.
7 Q English?
8 A Yeah.
9 Q Is that just a coincidence having the same name as
10 her sister?
11 A Well, they married cousins or something.
12 Q Just a coincidence then?
13 A Right.
14 Q Okay. And the third sister?
15 A I can't think of it now.
16 Q Take your time. Am I going too fast?
17 A Shirley.
18 Q Shirley. What's her last name?
19 A I don't know what it is now.
20 Q Did she just get married again recently?
21 A She's not married now.
22 Q Who was she married to earlier?
23 A Paul English.
24 Q She was married to an English also?
25 A Yes.

1 Q You have three sisters who are married to English?

2 A Right.

3 Q And they're all from Bigler?

4 A Well, she lives down towards Kylertown, somewhere
5 down that way.

6 Q And is that it, five children, two brothers, three
7 sisters?

8 A Right.

9 Q What other family do you have that you're close to
10 here in --

11 A Nephews and nieces.

12 Q So you were up in Rochester, New York where you've
13 lived most of your life?

14 A Right.

15 Q You were married to Helga, that was your fourth
16 wife. You had a dispute, she kicked you out and you went off
17 to a camp property you owned in Rochester and lived there
18 eight months and you were thinking everything over and you
19 were in touch with your family. Would all this be correct?

20 A Right.

21 Q And you decided I think I'll move back to Bigler?

22 A Right.

23 Q Then you were encouraged by your two brothers and
24 three sisters to move back?

25

1 A No. They said they'd help me find a place to live,
2 but --

3 Q Okay. Then before you moved back you had to make
4 arrangements to live somewhere, I'm sure. What -- when you
5 left Rochester to move back here, where were you planning on
6 staying?

7 A At my mother's -- or stepmother's.

8 Q And that was Sarah Knepp?

9 A Right.

10 Q And she lives in Bigler?

11 A Right.

12 Q Okay. And when you moved back, which I think you
13 said was September of 2002, did I get that right, --

14 A (Indicating yes).

15 Q -- September or October, you moved in with your
16 mother?

17 A Right.

18 Q Then did you start looking for a place?

19 A I already started before I moved out here.

20 Q Pardon me?

21 A My sister found a place and she told me about it and
22 I made a special trip down to look at it.

23 Q Your sister, which sister?

24 A Sandy.

25 Q Sandy English --

1 A Right.

2 Q -- who lives in Bigler?

3 A Right.

4 Q And she was looking around for you?

5 A Right.

6 Q You're pretty close to Sandy?

7 A Pretty close.

8 Q And how did she find a place?

9 A Saw a for sale sign.

10 Q Okay. And then she called you about it?

11 A Right.

12 Q And then you said you made one trip down to look at

13 it?

14 A (Indicating yes).

15 Q When would that have been?

16 A I don't know if it was in August, or when it was, or

17 September.

18 Q Okay. You spent one day and you looked at the

19 house?

20 A Right.

21 Q And you decided to buy it?

22 A Well, I liked it so I made an offer on it.

23 Q Who owned the house?

24 A Donald Buck.

25 Q You were here one day, right?

1 A Right.

2 Q And the arrangements were made by your sister, Sandy
3 English, right?

4 A Right.

5 Q You pull into town, you stayed with your mother --
6 or stepmother, Sarah?

7 A Right.

8 Q And then the next day, I assume, or maybe it was the
9 same day, I don't know, you met with your sister, Sandy?

10 A Right.

11 Q And did you go to the property?

12 A Right.

13 Q And who did you meet at the property?

14 A Marcia Lumadue, Donald's sister.

15 Q Marsha Lumadue who is Don Buck's sister?

16 A Right.

17 Q And did she take you through the house?

18 A Right.

19 Q And that's the first time you met her then?

20 A Yes.

21 Q All right. And were you with your sister also --

22 A Yes, I was.

23 Q -- that day which would have been -- I'm not pinning
24 you down, August or sometime around --

25 A Sometime around.

1 Q -- or July for that matter?

2 A It could have been, it might have been.

3 Q But it was prior to your moving down to Clearfield
4 County?

5 A Right.

6 Q All right. You went accompanied by your sister,
7 Sandy, to the residence owned by Donald Buck and met with
8 Marsha Lumadue who is Don Buck's sister?

9 A Right.

10 Q And, what, did she show you the property?

11 A Yes.

12 Q Was it being handled by a real estate agent?

13 A No.

14 Q Okay. And she showed you the house and you said you
15 liked it?

16 A Right.

17 Q And you made an offer?

18 A Right.

19 Q Again, don't let me put words in your mouth.

20 A I made an offer.

21 Q To whom?

22 A I told Marcia I'd give him 47,000 for it.

23 Q That you would pay \$47,000?

24 A Right.

25 Q What was she asking for the property?

1 A It was appraised at 55 -- or 52,000.
2 Q They had it appraised for 52,000?
3 A It was appraised before.
4 Q By who?
5 A I have no idea.
6 Q And how do you know it was appraiseed?
7 A Marcia said so.
8 Q Marcia told you?
9 A Right.
10 Q That they had it appraised at 52,000?
11 A Right.
12 Q Did she tell you they were asking 52,000 or --
13 A (Indicating no).
14 Q She didn't?
15 A She said -- she didn't say they were asking, but she
16 said that it was -- it was appraised at that.
17 Q Did this property have a for sale sign on the front?
18 A Yes, it did.
19 Q Sitting on the lawn?
20 A Yes.
21 Q And who did it say to call?
22 A I don't know if it had a phone number on it or not.
23 Q Okay. So keeping in order. Marsha Lumadue -- you
24 liked the house so naturally you'd be talking price?
25 A Right.

1 Q So I assume you would ask Marcia Lumadue what are
2 you asking?

3 A Right.

4 Q Would that be a fair --

5 A (Indicating yes).

6 Q That's the way I would approach it, I'm sure.

7 A Well, they said -- she said they wouldn't take any
8 less than 47 or 48.

9 Q 47 or 48?

10 A Right.

11 Q And how did it come up about the appraisal?

12 A I -- I don't know. I don't remember if I asked her
13 if it was already appraised or --

14 Q Okay. But that came up --

15 A Right.

16 Q -- in the conversation? Wouldn't take less than 47
17 or 48?

18 A Right.

19 Q And then you said I'll pay 48 -- or 47?

20 A Right.

21 Q And did she say she owned the property?

22 A No.

23 Q What did she say?

24 A She said Donald has the main say over the property.

25 Q The main say over the property. Okay. Now --

1 A 'Cause it was in his name, I guess.

2 Q All right. When you made this offer, did you make
3 it in writing?

4 A I didn't make up the writing, no, Donald did. Do
5 you mean the bill of sale?

6 Q No. Let's take it one step at a time. Were you --

7 A No, I just made a verbal offer.

8 Q All right. And then what did she say to you?

9 A She said she'd have to talk to Don.

10 Q Okay. And then you left, is that right?

11 A Yeah.

12 Q Did you go back to Rochester then?

13 A I don't know if it was the same day or the next day.

14 Q Well, within --

15 A Yeah.

16 Q I'm not going to care when, but you did go back to
17 Rochester?

18 A Yeah.

19 Q You hadn't made any move then?

20 A No.

21 Q What's the next thing that happened as far as you're
22 coming between Rochester and Bigler and buying this house, the
23 very next thing that happened? I mean, let me -- let me --
24 we'll lead where you where as I'm trying to make sure we keep
25 in line. You go back to Rochester, I assume you're in contact

1 with your sister, Shirley (sic), --

2 A Sandy.

3 Q -- or Sandy?

4 A Right.

5 Q And I assume you're waiting to hear from Marcia
6 Lumadue as to whether she accepted your offer, would that be
7 true?

8 A I think -- I don't remember now.

9 Q This wasn't that long ago, sir.

10 A Well, there's been a lot going on since then.

11 Q Oh, you mean your life has been --

12 A Right.

13 Q I guess with this divorce that would be enough.

14 A Right.

15 Q Well, what did you mean, any health problems?

16 A No.

17 Q I think you already indicated you didn't write a
18 check for a down payment to make an offer, or anything, you
19 just said verbally I'll offer 47,000?

20 A Right, at that time.

21 Q Okay. What's the next thing you heard then from
22 your sister or Marcia Lumadue while you're in Rochester?

23 A I think we -- I think they agreed to accept the
24 47,000.

25 Q Who relayed this to you?

1 A I don't remember if it was Marcia or if I called
2 Donald.

3 Q You mean you're in Rochester?

4 A Well, I came back here.

5 Q But you didn't come back without arranging for this
6 house, did you? What were you --

7 A Well, I came back here to try to get the money to
8 buy the house.

9 Q Well, you wouldn't do that unless you were sure they
10 accepted your offer?

11 A Well, I don't remember which one said it was okay.

12 Q You talked to someone on the phone --

13 A I talked to --

14 Q -- while you're in Rochester?

15 A -- Donald and to Marcia.

16 Q While you're in Rochester?

17 A No.

18 Q I want to get this straight though. You wouldn't
19 have moved from Rochester until you were sure you were going
20 to have a place to stay or bought a house, right?

21 A Well, I moved back here -- I knew I was going to buy
22 a house 'cause I looked at a couple before.

23 Q Okay. And you looked at other homes after you
24 looked at this one too, am I correct?

25 A No, I gave it up.

1 Q You quit looking any further?

2 A Right.

3 Q All right. When you moved back from -- moved from
4 Rochester, I shouldn't say back, there's a space of 40 years.
5 When you moved from Rochester, New York to Bigler to your
6 mother's home, which I assume is what you did?

7 A Right.

8 Q And I assume you still live there as of today with
9 your mother -- or stepmother?

10 A Yes, I do.

11 Q Did you feel you had a deal to buy the house that
12 Marcia Lumadue showed you?

13 A After I got the okay on the price, yeah.

14 Q Well, when did you get the okay on the price?

15 A Whenever I first went to get a loan.

16 Q Oh, so you didn't have any okay on the price until
17 you went to get a loan?

18 A Well, I had to have an idea of the price to go get a
19 loan. I couldn't go borrow money without knowing a price.

20 Q Well, I understand. Well, what made you think you
21 had a price, you haven't told me that yet.

22 A I talked to Donald.

23 Q You said you weren't sure who you talked to, but
24 okay.

25 A Well, I talked to both of them.

1 Q And where were you living when you talked to both of
2 them?

3 A Probably at my mother's.

4 Q And would you talk to them face-to-face or on the
5 telephone?

6 A I talked to him face-to-face and on the telephone.

7 Q With whom?

8 A Donald.

9 Q When is the first time you met Donald Buck?

10 A Before I went to get the loan.

11 Q What, September or October of 2002?

12 A It must be somewhere around there.

13 Q And how did you happen to meet Donald Buck?

14 A I talked to his sister, found out where he lived and
15 called him and went down and talked to him.

16 Q You went down to his home?

17 A Right.

18 Q And where does he live, do you know?

19 A Down in Woodland.

20 Q You knocked on the door and he was there and --

21 A Right.

22 Q -- you spoke with him?

23 A Right.

24 Q What did you discuss?

25 A Buying the property.

1 Q And what did you tell him and what did he tell you?
2 A Let me think.
3 (Pause.)
4 A I don't remember now.
5 Q You don't remember?
6 A We talked about him working and retiring.
7 Q Well, did the subject of the house come up?
8 A Right.
9 Q That's why you were there?
10 A Right. I can't remember the exact words, what were
11 said though.
12 Q You don't know what he told you?
13 A No.
14 Q Okay. But when you left there you were under the
15 impression that you were going to buy the house for 47,000?
16 A Right.
17 Q And then your next step was?
18 A I went to the bank.
19 Q Which bank did you go to?
20 A Clearfield Bank and Trust.
21 Q And that would have been in October of 2002,
22 roughly?
23 A Right.
24 Q And who did you talk to at Clearfield Bank and
25 Trust?

1 A I don't know her name.
2 Q You were dealing with a woman officer --
3 A Right.
4 Q -- at Clearfield Bank and Trust?
5 A Right.
6 Q You never had an account with them before, I assume?
7 A No.
8 Q So, what, did you go in and set up an account?
9 A I went to apply for a loan.
10 Q And they usually want you to set up an account. Did
11 you set up an account?
12 A Yeah.
13 Q Did you go to the bank with your sister?
14 A No.
15 Q How did you happen to pick Clearfield Bank and
16 Trust?
17 A Because it's my mother's bank --
18 Q Okay.
19 A -- and my brother's.
20 Q She had an account there?
21 A Right.
22 Q Did you go in with your stepmother?
23 A No, I went by myself.
24 Q Did you ask for any particular person at the bank?
25 A No.

1 Q You just told the receptionist you wanted to apply
2 for a loan?

3 A Right.

4 Q And they took you to a woman whose name you don't
5 remember right now?

6 A No, not right now.

7 Q And what did you tell her?

8 A Told her I was interested in buying a house and
9 needed a loan.

10 Q And what did she tell you?

11 A Got out the papers and filled them out.

12 Q This would have been an application for the loan,
13 right?

14 A (Indicating yes).

15 Q All right. What did she tell you after you
16 completed the papers, or did she tell you to take them with
17 you to complete?

18 A No. She just told me -- let me see. Filled out the
19 papers. She said she'd have to have a copy of the deed and
20 the sales agreement.

21 Q All right. Anything else?

22 A No.

23 Q So you left the bank then?

24 A Right.

25 Q And what was the next thing you did?

1 A I called Mr. Buck and --

2 Q That's Donald Buck?

3 A Right.

4 Q Okay.

5 A And I said they needed a copy of the deed and the
6 sales agreement.

7 Q A copy of the deed and sales agreement. Okay. And
8 what did Don tell you, Donald Buck?

9 A Well, the next time I talked to him he said it
10 wasn't approved. I said, what?

11 Q Wait a minute, let's back this up. I'm trying to
12 get -- you applied for the loan, you called Donald Buck --

13 A Right.

14 Q -- and you told him --

15 A I -- they told me everything looked fine.

16 Q Wait, let's stay away from the bank, we're still
17 talking with Don. The bank -- you filled out the forms, they
18 didn't tell you anything?

19 A Right.

20 Q But then you called Donald Buck and told him that
21 you needed a copy of a deed and the sales agreement?

22 A Right.

23 Q And what did Donald Buck tell you?

24 A He said all right.

25

1 Q All right. Then what's the next thing that
2 happened?

3 A Well, whenever he took that into the bank they said
4 it wasn't okay'd.

5 Q When who took what into the bank?

6 A Donald Buck.

7 Q Went into the bank?

8 A I don't know if he went in or if he called.

9 Q Called Clearfield Bank and Trust Company?

10 A Right.

11 Q Did he ever give a deed or a sales agreement to you?

12 A A sales agreement, yeah.

13 Q 'Cause you would have had to sign something, right?

14 A Right. Well, not -- not at that time he didn't, no.
15 This was just the beginning of it.

16 Q Well, I understand, but if you applied for the loan
17 at the bank and they said you need a deed and a sales
18 agreement, how does Donald Buck enter this picture as far as
19 the bank, he has nothing to say at the bank with your loan.

20 A Well, he does if he -- they've got to have the copy
21 of the deed.

22 Q Well, that's no problem. He gave you a copy of the
23 deed --

24 A No.

25 Q -- or did he give that to the bank?

1 A No, he didn't give me nothing (sic).

2 Q So what happened then?

3 A The next time -- thing I knew he said the bank
4 didn't approve it.

5 Q Did you then call the woman at the bank?

6 A Right.

7 Q And what did the woman at the bank tell you?

8 A Told me I didn't have enough income.

9 Q So they disapproved the loan?

10 A Right.

11 Q So the deal was off, whatever you had between Donald
12 Buck and --

13 A At the time, yeah.

14 Q And that would have been when, sir?

15 A It was before -- I don't know exactly what date I
16 called the loan company, it was after --

17 Q Give me the month.

18 A It must have been around September.

19 Q I'm not pinning you down, but you think it was,
20 roughly, September, or it could have been October though,
21 right?

22 A Somewhere around there.

23 Q Okay. So the deal was off, you're starting from
24 scratch again?

25 A Right.

1 Q The bank couldn't approve the loan, but you had the
2 money evidently, you said you have \$160,000, --

3 A Right.

4 Q -- what's important. Which you could withdraw, am I
5 correct?

6 A I could, yeah.

7 Q You're just taking the income right now?

8 A Right.

9 Q But you could liquidate that, am I correct on that?

10 A If I wanted to.

11 Q And you could have just paid cash, if you liked? I
12 understand, you have no obligation, but you could do that?

13 A I could.

14 Q But you had that available if you wanted to?

15 A Right.

16 Q You chose not to do that at that time?

17 A That's right.

18 Q All right. So there's no deal. Now, what, the
19 whole thing is over, what do you do now?

20 A I went someplace else.

21 Q 'Cause you couldn't get the money at the bank, --

22 A No.

23 Q -- Clearfield Bank and Trust?

24 A Right.

25 Q Where did you go?

1 A American Lending Company, I think it is.

2 Q American Lending Company. And where are they
3 located?

4 A Pittsburgh.

5 Q And how did you happen to go to American Lending
6 Company?

7 A My sister went through them before.

8 Q Which sister?

9 A Sandy.

10 Q Mortage Lending Solutions, is that who you
11 contacted?

12 A Right.

13 Q So your sister, Sandy English, had had dealings with
14 them before?

15 A Right.

16 Q So you called Mortgage Lending Solutions, is that
17 right?

18 A Right.

19 Q On the telephone?

20 A Right.

21 Q Their office is in New Kensington which is outside
22 of Pittsburgh?

23 A Right.

24 Q And you spoke with, would it be this Thomas P. Snee?

25 A Right.

1 Q And what did you tell him, sir?

2 A I told him I was interested in buying a house and I
3 needed a loan.

4 Q And what did he tell you?

5 A He took some information, asked me what I needed, he
6 said he'd call me back in a few minutes. In 15 minutes he
7 called me back and said it was all approved.

8 Q On the telephone it all got approved?

9 A (Indicating yes).

10 Q Just 15 minutes?

11 A Yes.

12 Q You had told him you had the \$160,000 sitting there?

13 A Yup.

14 Q Which would be a prime factor, I'm sure. Okay.

15 Now what did he say you had to do?

16 A Told me I had to get a sales agreement made up.

17 Q Uh-huh (yes). All right.

18 Q And I had to fax him some papers showing that I did
19 have an income coming in.

20 Q That was from that -- there's three initials, I
21 remember you told me.

22 A ING.

23 Q ING, yeah. Okay. And you did that?

24 A Right.

25 Q This is all personal stuff?

1 A Right.

2 Q All right. You faxed that to him at this -- at this
3 fax number, 810-963-2429, right?

4 A Right.

5 Q All right. So you did that --

6 A Right.

7 Q -- the same day or a few days after?

8 A Right, a couple days after.

9 Q All right. And then what did he send you, if
10 anything?

11 A I think he sent me an application I had to sign so I
12 signed the paper and mailed it back.

13 Q And you filled out an application and mailed it
14 back. All right. But he had already approved it orally on
15 the telephone?

16 A Right.

17 Q Mr. Snee is a mortgage broker, isn't he?

18 A Well, he works there, yeah.

19 Q Right. Okay. And you mailed it back and then
20 what's the next step that happened? And, by the way, this is
21 about October of 2002?

22 A Yeah.

23 Q All right. What's the next thing that happened?

24 A I don't know if I went and got insurance then on the
25 house. I had to have insurance showing that I had home

1 property insurance.

2 Q Why would you get insurance on a house you don't
3 own?

4 A In order to get the money.

5 Q You had to insure Mr. Buck's home --

6 A Right.

7 Q -- before you could even get the money?

8 A Well, you have to insure it before you move in.

9 Q Okay. That's your understanding, you had to insure
10 it before you even closed on it to complete --

11 A Right.

12 Q -- the purchase of it?

13 A Right.

14 Q All right. So did you take out insurance on it?

15 A Yes.

16 Q With whom?

17 A Grange.

18 Q Grange Insurance?

19 A Right.

20 Q Who was the agent?

21 A Who was the agent?

22 Q It wouldn't have been a Gearheart, would it have?

23 MS. LEWIS: Was it Burns -- Burns and Burns?

24

25

1 BY MR. COLAVECCHI:

2 Q Burns and Burns is an agency. Clearfield County
3 Grange Mutual and Fire Insurance Company is who you got --

4 A Right.

5 Q -- the insurance from? And it looks like November
6 5th, 2002 you paid \$214?

7 A Right.

8 Q For a new homeowners policy that would have been
9 effective November 13th, 2002?

10 A Right.

11 Q Okay. And you did that and, what, did you just send
12 them a copy of the policy announcing this to Mortgage Lending
13 Solutions?

14 A Yeah.

15 Q How about the sales agreement, was there -- did you
16 have a sales agreement by then?

17 A With Mr. Buck, yes.

18 Q So you did have a sales agreement you signed?

19 A Yup.

20 Q And who prepared the sales agreement?

21 A Mr. Buck.

22 Q He prepared it personally?

23 A Yup.

24 Q A homemade agreement or --

25 A Homemade.

1 Q -- did you have an attorney prepare it?

2 A No, he made it and wrote it up.

3 Q And did you sign it then?

4 A Yup.

5 Q And then was that what you sent --

6 A I think I sent a copy of it.

7 Q Okay.

8 MR. COLAVECCHI: May I see a copy of that sales
9 agreement made by Mr. Buck?

10 (Ms. Lewis hands copy of sales agreement to Mr.
11 Colavecchio.)

12 BY MR. COLAVECCHIO:

13 Q This is the -- it appears -- it's a sheet of paper,
14 the date is September 28th, 2002 on the right-hand corner and
15 it says, I agree to sell a property in Bradford Township on
16 Dale Road with one acre of land with a house and garage for
17 \$47,000 to William Knepp to be paid in full at final sale; the
18 money to be divided equally between myself and two sisters,
19 Marsha Ann Lumadue and Helen Mains and three certified checks.
20 I also reserve the right to reject all offers if I am not
21 satisfied with all agreements sold as is, there's no
22 guarantee, Donald W. Buck and William Knepp. And the date
23 appears to be October 6th, 2002. Did I read that correctly?

24 A I guess.

25

1 Q What does that mean, I also reserve the right to
2 reject all offers if I am not satisfied with all agreements
3 sold as is, no guarantees?

4 A I have no idea.

5 Q You have no idea what that meant?

6 A No.

7 Q What did Mr. Buck tell you it meant?

8 A Nothing.

9 Q Okay. And you forwarded this down to Mortgage
10 Lending Solutions?

11 A Right.

12 Q And now what's the next step that happens?

13 A They were setting up the closing date.

14 Q Who were you to get the money from?

15 A This outfit (indicating).

16 Q This is just a broker. Do you know the name of
17 whatever company that's supposed to loan you the money?

18 A America's Wholesale Lender.

19 Q Is that who was to loan you the money?

20 A Right.

21 Q That arrangement was made by Mortgage Lending
22 Solution, --

23 A Right.

24 Q -- is that right? And your attorney showed me a --
25 what is marked as a good faith estimate in the name of

1 America's Wholesale Lender, 4500 Park Grenada, G-R-E-N-A-D-A,
2 Calabasas, C-A-L-A-B-A-S-A-S, California. Zip code 91302
3 showing applicant William Knepp. Okay. This is dated
4 November 8th, 2002, is that correct?

5 A That's what it says.

6 Q All right. So you've talked to Mortgage Lending
7 Solutions, they accepted -- they said everything is clear.
8 You've got the one letter which you're describing, it's signed
9 by Donald Buck and signed by you, William I. Knepp, which I
10 read into the record. And what was the next step you took?

11 A Set up the closing date.

12 Q All right. Now in all this time did you ever get a
13 lawyer?

14 A No.

15 Q Did Mr. Buck get a lawyer?

16 A No.

17 Q All this was being arranged through this Mortgage
18 Lending Solutions, wasn't it?

19 A Right.

20 Q Did you ever ask whether you needed a lawyer?

21 A No.

22 Q You never were contacted by any lawyer through -- by
23 Donald Buck either, were you?

24 A No.

25

1 Q Okay. So we're up to and -- were you talking to Mr.
2 Snee in the meantime?

3 A Right.

4 Q Okay. You got a closing date set up, is that right?

5 A Right.

6 Q And it would have been the closing date that's in
7 the upper right-hand corner of this good faith estimate,
8 November 8th, 2002, is that right?

9 A I don't know when the first one was set up for.

10 Q Let's keep it in order. I'm not -- would that be
11 correct?

12 A Somewhere around there.

13 Q All right. So to have a closing -- what is a
14 closing, what's your understanding of a closing?

15 A You sign the papers for me to take over the house.

16 Q And pay money at that time?

17 A Right.

18 Q Okay. So what date would you say was set up, I
19 mean, you must know. Your Complaint says, if I'm -- I'll help
20 you. Your Complaint says that in anticipation of completing
21 purchase under the agreement of sale, Plaintiff made
22 arrangements for settlement on November 8, 2002 with Mortgage
23 Lending Solutions at the subject property and so notified
24 Defendant.

25 A Well, that must have been the closing date then.

1 Q All right. And it says at the subject property.

2 A Right.

3 Q Does that mean Don Buck's place that he was selling?

4 A Right.

5 Q All right. So what did you do on November 8th,
6 2002?

7 A We all met down there.

8 Q Who is we?

9 A I was there.

10 Q William I. Knepp.

11 A Mr. Buck was there.

12 Q Donald Buck was there.

13 A My sister was there, Sandy.

14 Q Sandy English.

15 A And a notary.

16 Q And who was the notary?

17 A She was out of Eagle Haven in there, I don't
18 remember her name.

19 Q What's a notary doing there?

20 A To notarize the papers that were there.

21 Q But no lawyer is involved at this point?

22 A No.

23 Q All right. So you go to the house and, what, do you
24 sit down at Mr. Buck's table?

25

1 A No, there wasn't a table in there, there was nothing
2 in there.

3 Q Oh, there was nothing in there?

4 A Right.

5 Q So you go to the house and what happened then?

6 A Well, we started signing the papers.

7 Q Signing the papers in the house. What, did you put
8 them on the floor to sign them or --

9 A On the counter.

10 Q On the counter. Who signed what?

11 A Well, I signed the first set of papers and Mr. Buck
12 started signing and --

13 Q Well, I mean, where did these papers come from?

14 A The notary had them, the lending company sent them
15 to the notary.

16 Q Oh, this Mortgage Lending Solutions through
17 America's Wholesale Lender, they sent the papers to the
18 notary?

19 A Right.

20 Q I'm going to ask your attorney --

21 MR. COLAVECCHI: Do you know the name of the notary,
22 Miss Lewis?

23 MS. LEWIS: No, I don't.

24

25

1 BY MR. COLAVECCHI:

2 Q Okay. So in effect the notary was the representative
3 of America's Wholesale Lender and Mortage Lending Solutions, I
4 assume?

5 A Right.

6 Q And it was a woman?

7 A Right.

8 Q And you say she still works at Eagle Haven?

9 A Right.

10 Q She brought all these documents to the house?

11 A And check.

12 Q And a check?

13 A (Indicating yes).

14 Q In what amount?

15 A I have no idea, there were three separate checks.

16 Q Three separate checks. Okay. And you started
17 signing the papers?

18 A Right.

19 Q Okay.

20 A Mr. Buck started signing them and then he saw
21 something that he didn't like and he stopped signing it and
22 says, I ain't signing it.

23 Q All right. I'll ask your attorney again.

24 MR. COLAVECCHI: Do you have copies of the papers
25 that were at this closing?

1 MS. LEWIS: No, I don't.

2 MR. COLAVECCHI: You have never gotten copies of
3 this?

4 MS. LEWIS: No, not all of them.

5 BY MR. COLAVECCHI:

6 Q You started signing and Don Buck started signing and
7 then he refused to sign any further?

8 A Right.

9 Q And what did he say again?

10 A He wasn't signing it because he didn't like what he
11 had to pay, I think it was the one percent transfer tax.

12 Q So he objected to that?

13 A Right.

14 Q And he said -- did he say that wasn't part of the
15 agreement?

16 A He says, I'm not happy with this.

17 Q All right. Then what happened then, sir?

18 A So I says -- I suggested, well, I'll pay it just to
19 get into the house.

20 Q How much was the one percent?

21 A Oh, --

22 Q Well, on the one percent of 47,000, I assume it's
23 \$470?

24 A Right.

25 Q You said you would pay it, then what happened?

1 A So then there was a second.

2 Q A second what?

3 A Attempt to --

4 Q Well, wait a minute. We're still on November 8th.
5 What happened, didn't you get anything done on November 8th
6 then?

7 A Right, he refused to sell it.

8 Q Because?

9 A He refused to sign the papers.

10 Q And why did he refuse to sign them?

11 A As far as I know it was the one percent transfer
12 tax.

13 Q What else did he say?

14 A Nothing.

15 Q Okay.

16 MR. COLAVECCHI: I'm going to make a request
17 directed to your attorney now to get copies of those
18 papers. I'm sure that someone has it, if only that
19 notary.

20 MS. LEWIS: Okay.

21 MR. COLAVECCHI: And the name of the notary.

22 MS. LEWIS: Okay.

23 BY MR. COLAVECCHI:

24 Q Okay. We're past November 8th then, and I guess you
25 left then --

1 A Right.

2 Q -- when he refused to sign?

3 A Right.

4 Q And what happened after that; I mean, did you go out
5 and try to get another house?

6 A No. Because I figured if I would let him cool off a
7 couple of days maybe he'd change his mind.

8 Q All right. So what happened then, sir, what did you
9 do since that's all you can speak for is yourself.

10 A So I waited a few days and then I called down there
11 and his sister was down there.

12 Q Called down where?

13 A Mr. Buck's.

14 Q To his home or to where the place was being sold?

15 A His home.

16 Q His home?

17 A Right.

18 Q And his sister was there at --

19 A Right.

20 Q -- his house?

21 A Yeah.

22 Q And who did you speak with?

23 A His sister.

24 Q That's Mrs. Lumadue?

25 A Right.

1 Q He has two sisters?
2 A Right.
3 Q It was definitely Mrs. Lumadue?
4 A Right.
5 Q Okay. And --
6 A So he refused to even talk to me.
7 Q So he refused to talk to you on the --
8 A Right.
9 Q All right.
10 A So I asked --
11 Q What did she tell you, sir?
12 A I said, what's he want me to do? She says, well, he
13 doesn't think you wanted it. I says, what? I said, does he
14 want some money down or what, just to show that I do want it.
15 Q It didn't occur you to hire a lawyer yet, right?
16 A Not yet, no.
17 Q Okay.
18 A 'Cause I was trying to do this without a lawyer.
19 Q Both parties. Well, you got that notary
20 representing you.
21 A I said, what do you want, \$500, and she says, no. I
22 says, what does he want, 1,000?
23 A She said, well, he'll settle for 1,000.
24 Q 1,000 for what, sir?
25 A To show my good faith that I wanted it.

1 Q Oh, a check?

2 A Like a down payment on.

3 Q Oh, okay.

4 A So I set up an agreement for the next day at two

5 o'clock to take the check down to him.

6 Q You set up an agreement?

7 A Right.

8 Q What do you mean by an agreement?

9 A To take the check down to his house.

10 Q Oh, do you mean you thought you had an oral

11 agreement on the phone with Mrs. Lumadue?

12 A Right. She said he'll take \$1,000.

13 Q Okay. And that would have been -- it was November

14 8th when you were there, this is a --

15 A I don't know what --

16 Q -- a few days later?

17 A Right, a few days later.

18 Q And then you delivered the check, it was you

19 personally?

20 A Right.

21 Q Took that check down to --

22 A Right.

23 Q -- Donald Buck's house?

24 A Right.

25 Q And, what, did you knock on the door?

1 A Well, he wasn't home when I got there.

2 Q Okay.

3 A We had a two o'clock appointment.

4 Q You had an appointment with him at two?

5 A Right.

6 Q Okay. Then he wasn't there at two o'clock?

7 A He come (sic) about five or ten after two.

8 Q Oh, a couple minutes, so he was five or ten minutes
9 late. So you waited for him?

10 A Then we went in the house, knocked on the door, took
11 the check up, I asked him how he was doing and --

12 Q Who was it payable to, the check?

13 A Mr. Buck.

14 Q Donald Buck. Okay. Speaking to him. All right.

15 A I said, I got your check here. Well, I don't want
16 it. I said, what? He says, I don't want it. I said, well,
17 that was the agreement for me to bring it down today. He
18 says, I don't want no (sic) money.

19 Q Okay. Then what happened, sir?

20 A I said, well, I don't know what I can do.

21 Q Okay.

22 A So a week or so after I talked to his sister and she
23 said, I don't know what he wants so I don't know what he's
24 doing now.

25 Q Was that the end of your dealings with Donald Buck?

1 A Right.

2 Q And at this point now what did you do?

3 A Well, I called the lending company and told them and
4 they called and talked to Donald.

5 Q The lending company did?

6 A Right.

7 Q Who was the lending company that called Donald?

8 A This company here (indicating).

9 Q I mean, who, was it Thomas Snee?

10 A Tom Snee talked to him.

11 Q Talked to Don Buck?

12 A Right.

13 Q And what did he tell him?

14 A He told him what was going on and what he would get
15 and Donald Buck agreed for a second closing.

16 Q Agreed on a second closing?

17 A Right.

18 Q What happened then?

19 A He never showed up.

20 Q Was there a second closing?

21 A We were there, but he wasn't.

22 Q What was the date?

23 A I don't know if it was December the 13th or --

24 MS. LEWIS: December 18th, I believe.

25 THE WITNESS: The 18th.

1 BY MR. COLAVECCHI:

2 Q Your Complaint says December 12th, 2002, would that
3 be correct? The Complaint says that the Plaintiff set another
4 closing date for December 12th, 2002 and so notified the
5 Defendant. Would that be correct?

6 A Somewhere then, yeah.

7 Q All right. And now who set the December 12th, 2002
8 date?

9 A Mr. Buck and Mr. Snee.

10 Q You didn't talk to him?

11 A Well, I talked to Mr. Snee after he talked to Mr.
12 Buck, yeah.

13 Q Okay. Now we're up to almost December 12th, 2002.
14 Do you have a lawyer yet?

15 A No.

16 Q Does Mr. Buck have a lawyer yet?

17 A No.

18 Q Do we still have the notary in the picture?

19 A Yeah.

20 Q How do you know that?

21 A Because she was at the closing.

22 Q The second closing too?

23 A Right.

24 Q We still haven't hired a lawyer yet?

25 A Right.

1 Q And you went to where on December 12th, 2002?

2 A At the property for sale.

3 Q By yourself or with your sister, Sandy?

4 A No, by myself.

5 Q And what did you have with you?

6 A Me.

7 Q Just you, you didn't have any papers or anything?

8 A No.

9 Q Who else appeared on December 12th?

10 A The notary, Tom Snee, and Mr. Buck's sister, Marcia.

11 Q At the house?

12 A Right. He drove clear up from Pittsburgh.

13 Q Why wasn't he at the first closing?

14 A I don't know why.

15 Q Okay. So you went to the property on December 12th,

16 yourself and Mrs. Lumadue was there and Tom Snee was there and

17 the notary was there?

18 A Right.

19 Q Do you have copies of the papers that were produced

20 at that closing?

21 A I don't, no.

22 Q And Don Buck wasn't there?

23 A Right.

24 Q Okay. What did you do then?

25

1 A Well, we tried to call his house and he wouldn't
2 answer the phone so we stood there for awhile and then we
3 left.

4 Q Then what did you do, sir?

5 A I went home.

6 Q Okay. Well, what did you do though, did you just
7 drop the whole thing?

8 A No, I wasn't going to drop it.

9 Q Why is that?

10 A Because I had time and money invested in it.

11 Q You really liked the house evidently?

12 A Right.

13 Q So what did you do then?

14 A Well, I waited for I don't know how many weeks and
15 talked to his sister and she tried talking to him.

16 Q That's what she related to you?

17 A Right.

18 Q Okay. At any time did the sister show that she had
19 a power of attorney to act for her brother?

20 A No.

21 Q And you kept talking to the sister. How many times
22 did you talk to her?

23 A Two or three times.

24 Q All right. This is after December 12th?

25 A Right.

1 Q Did you do anything further in December then, trying
2 to get this deal closed?

3 A (Indicating no).

4 Q Alleged deal?

5 A No.

6 Q What's the next thing you did then to move this
7 matter forward?

8 A Well, after I found out he wasn't going to close on
9 it I got a lawyer.

10 Q And when was that?

11 A I don't know the exact date.

12 Q To the best of your recollection. The Complaint
13 stated February 18th, 2003, I'm sure it was before this
14 Complaint was filed.

15 A I don't know the date.

16 Q All right. That's not that important. Then who did
17 you hire?

18 A Linda Lewis.

19 Q All right. I'm not -- I can't ask you anything
20 about your dealings with her, but you then hired her to
21 enforce -- to take steps so you could buy the property, I
22 assume?

23 A Right.

24 Q And that's why we're here today?

25 A Yes.

1 Q Did I leave anything out?

2 A I don't know.

3 Q I mean, any steps? No money ever changed hands, am
4 I correct?

5 A No.

6 Q And you're going back to that handwritten letter, or
7 whatever you want to call it, agreement of sale?

8 A Uh-huh (yes).

9 Q Signed by yourself and Donald Buck?

10 A Right.

11 MR. COLAVECCHI: Off the record.

12 (Discussion held off record.)

13 BY MR. COLAVECCHI:

14 Q So at this point, Mr. Knepp, you are ready, willing,
15 and able to buy the property, am I correct?

16 A Right.

17 Q For the sum of 47,000?

18 A That's it.

19 Q Okay. The financing would be done through this
20 America's Wholesale Lender?

21 A Right.

22 MR. COLAVECCHI: Okay. I have no further questions,
23 I don't know if you have any of your client.

24 MS. LEWIS: No, I have no questions.

25 DEPOSITION CONCLUDED AT 10:05 A.M.

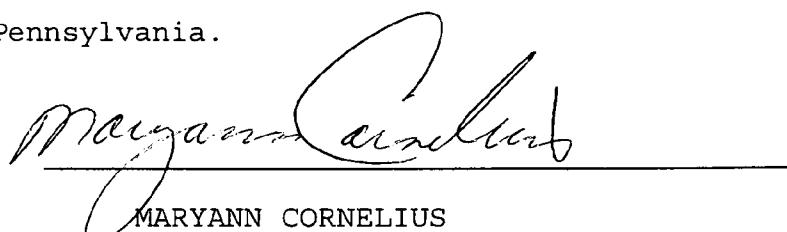
1 COMMONWEALTH OF PENNSYLVANIA :
2 : ss:
3 COUNTY OF CAMBRIA :
4

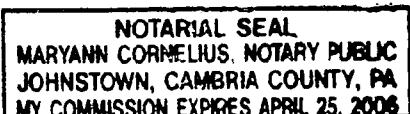
5 I, MARYANN CORNELIUS, Freelance Court Reporter and Notary
6 Public, Commonwealth of Pennsylvania,

7 DO HEREBY CERTIFY, that the foregoing deposition was
8 taken before me at the time and place stated herein; that I
9 administered unto the deponent his oath to testify to the
10 truth, the whole truth, and nothing but the truth; that he was
11 there and then orally examined and testified as herein set
12 forth; that I reported said examination and testimony
13 stenographically, and that this transcript of deposition
14 constitutes a true and correct transcription of the shorthand
report of said deposition.

15 I FURTHER CERTIFY that I am neither related to nor
16 employed by any counsel or party to the cause pending, nor
17 interested in the event thereof.

18 IN WITNESS WHEREOF, I have hereunto affixed my hand and
19 official seal this 25th day of June, 2003, at Ebensburg,
20 Cambria County, Pennsylvania.

21 
22 _____
23 MARYANN CORNELIUS
24 Notary Public
25 Commonwealth of Pennsylvania
My Commission Expires 4/25/2006



—Lap over margin—

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 03 - 239 - CD

WILLIAM I. KNEPP,
An Individual, Plaintiff

vs.

DONALD W. BUCK,
An Individual,
Defendant

MOTION FOR SUMMARY JUDGMENT

FILED

JUN 09 2004

o/ 3:44 PM
William A. Shaw
Prothonotary

3 ee to cost

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

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

WILLIAM I. KNEPP

vs.

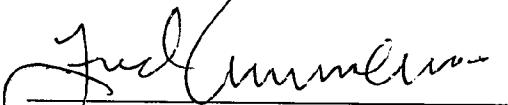
: No. 03-239-CD

DONALD W. BUCK

ORDER

AND NOW, this 15 day of June, 2004, upon consideration of Defendant's Motion for Summary Judgment in the above matter, it is the ORDER of the Court that argument on said Motion has been scheduled for the 21 day of June, 2004, at 9:00 A.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

JUN 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
REC'D BY J. Cobuccio
APR 11 2004
100 AMY Lewis
JAN 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM I. KNEPP,
Plaintiff

*

*

*

vs.

*

NO. 2003-239-C.D.

*

*

DONALD W. BUCK,
Defendant

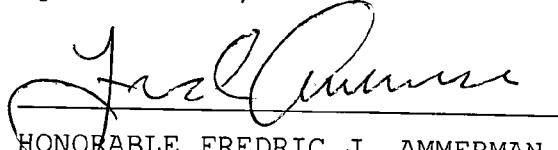
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O R D E R

NOW, this 17th day of June, 2004, the Court being in receipt of letters from counsel for both parties; said letters requesting that the Motion for Summary Judgment filed by Attorney Colavecchi be decided by Brief, therefore, it is the ORDER of this Court that in consideration of counsels' request oral argument scheduled for June 21, 2004 at 9:00 a.m. be and is hereby cancelled. The Court shall issue its decision following the receipt of briefs.

By the Court,


HONORABLE FREDRIC J. AMMERMAN
President Judge

FILED

JUN 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

03-24871 2CC Atty Lewis
JUN 21 2004 2CC Atty Colavecchi
b6d
by William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
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(Across from Courthouse)
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CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566 or (800) 953-1566

FAX
(814) 765-4570

June 17, 2004

Honorable Fredric Ammerman
Clearfield County Courthouse
Clearfield, PA 16830

In Re: William I. Knepp vs. Donald W. Buck
No. 03-239-CD

Dear Judge Ammerman:

This is in reference to the letter dated June 17, 2004 from James A. Naddeo, Attorney for William I. Knepp, in the above-captioned case.

I would like to confirm that Mr. Naddeo and I agree that the Motion for Summary Judgment filed by me on behalf of Donald W. Buck can be decided on Briefs, and I hereby waive Oral Argument.

Sincerely yours,

Joseph Colavecchi

JC:1z

cc: James A. Naddeo, Esquire

JAMES A. NADDEO
ATTORNEY AT LAW
207 EAST MARKET STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE
LINDA C. LEWIS

(814) 765-1601
FAX: (814) 765-8142
naddeolaw@iqnetsys.net

June 17, 2004

Honorable Fredric J. Ammerman
President Judge
Clearfield County Courthouse
Clearfield, PA 16830

Re: William I. Knepp vs. Donald W. Buck
No. 03-239-CD

Dear Judge Ammerman:

I would like to confirm the brief discussion I had with your secretary on today's date. I received an Order on June 15, 2004, directing oral argument upon Defendant's Motion for Summary Judgment. That Order directs that argument be held on June 21, 2004, at 9:00 a.m. I will be in New York on June 21st. Linda Lewis is scheduled to be on vacation in Virginia. I spoke with Joe Colavecchi. Mr. Colavecchi graciously consented to submit his Motion to you on brief. In other words, we are both willing to waive oral argument.

Unless the Court wants to hear from us, I respectfully request that the Court consider disposition of Mr. Colavecchi's Motion on brief.

Sincerely,

James A. Naddeo
James A. Naddeo

JAN/jlr

cc: Joseph Colavecchi, Esquire
VIA FAX 765-7649

OK

F

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

WILLIAM I. KNEPP

:

VS.

: NO. 03-239-CD

DONALD W. BUCK

:

O R D E R

NOW, this 21st day of June, 2004, this having been the date set for argument on the Plaintiff's Motion for Summary the Court having agreed to cancel oral argument and accept the matter through submission of briefs, which have been received; the Court noting that nonjury trial is scheduled for June 23, 2004; the Court having insufficient time to review the record relative the Motion for Summary Judgment; it is therefore the order of this court that pursuant to Rule of Civil Procedure 1035.2 that the Motion for Summary Judgment be and is hereby denied.

BY THE COURT:



President Judge

FILED

JUN 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUN 3 2004
CIA called counsel
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF
OF CLEARFIELD COUNTY
CIVIL DIVISION

WILLIAM I. KNEPP :
-vs- :
DONALD W. BUCK :

MON PLEAS
PENNSYLVANIA
ON

O R D E

NOW, this 23rd day
Defendant's request for nonsuit

June, 2004, the
is hereby granted.

BY THE

Presi

OURT,

nt Judge


Lee J. Kneppman

FILED

JUN 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
JUN 24 2004
SAC
William A. Shaw
Prothonotary/Clerk of Courts
Lewis, Colanovich