

3-379-CD
WILLIAM A. LAMKIE VS. ROBERT D. SMITH, ETAL.

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
JUDICIAL DISTRICT
46-3-04

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

03-379-CJ

NOTICE OF APPEAL

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

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
Robert D. Smith and Dawn Smith		James L. Hawkins	
ADDRESS OF APPELLANT		CITY	STATE
3018 Weber Road, Mahaffey, PA 15757			
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)	
03/03/03	William A. Lamkie	vs. Robert D. & Dawn Smith	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 13X 0000021-03 LT 19	<i>James L. Hawkins</i>		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. 03-379-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

James L. Hawkins
RULE: To William A. Lamkie, appellee(s).
(Name of appellee(s))

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

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

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

Date: March 17, 2003

William A. Shaw
Signature of Prothonotary or Deputy

FILED
03-379-CJ
MAR 17 2003
Atty. Hawkins
P.D. 85.00
Copies to Atty.

William A. Shaw
Prothonotary

COURT FILE TO BE FILED WITH PROTHONOTARY

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

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; **SS** _____

AFFIDAVIT: I hereby swear or affirm that I served

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19 _____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on:

CH 113

EDDS \ E RAM

WGHB : A melliW
Wheeler-SN1919

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING STREET**
P.O. BOX 362
HOUTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR: NAME and ADDRESS

LAMKIE, WILLIAM A
BOX 32 RT 286
GLEN CAMPBELL, PA 15742

VS.

DEFENDANT/JUDGMENT CREDITOR: NAME and ADDRESS

SMITH, ROBERT D, ET AL.
3018 WEBER RD
MAHAFFEY, PA 15757

Docket No.: **CV-0000021-03**
Date Filed: **2/05/03**



ROBERT D. SMITH
3018 WEBER RD
MAHAFFEY, PA 15757

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **LAMKIE, WILLIAM A**

Judgment was entered against: (Name) **SMITH, ROBERT D**

in the amount of \$ **6,266.02** on: (Date of Judgment) **3/03/03**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Amount of Judgment	\$ 6,139.52
Judgment Costs	\$ 126.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 6,266.02
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

3-3-03 Date James L. Hawkins, District Justice

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

Date _____, District Justice

My commission expires first Monday of January, 2006

SEAL

• COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

JAMES L. HAWKINS
Address: 251 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA

Telephone: (814) 378-7160 Docket No.: 16651-0362

ROBERT D. SMITH
3018 WEBER RD
MAHAFFEY, PA 15757

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF/JUDGMENT DEBTOR: NAME and ADDRESS

LAMKIE, WILLIAM A
BOX 32 RT 286
GLEN CAMPBELL, PA 15742

VS.

DEFENDANT/JUDGMENT CREDITOR: NAME and ADDRESS

SMITH, ROBERT D., ET AL.
3018 WEBER RD
MAHAFFEY, PA 15757

Docket No.: CV-0000021-03
Date Filed: 2/05/03



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) LAMKIE, WILLIAM A

Judgment was entered against: (Name) SMITH, DAWN

in the amount of \$ 6,266.02 on: (Date of Judgment) 3/03/03

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Amount of Judgment	\$ 6,139.52
Judgment Costs	\$ 126.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 6,266.02
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<hr/>	
Certified Judgment Total	\$ _____

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EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

3-3-03 Date James L. Hawkins, District Justice

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

Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

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

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD; ss

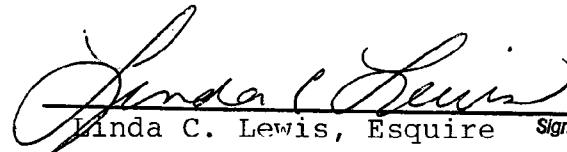
AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 03-379-CD, upon the District Justice designated therein on (date of service) March 18, 2003, by personal service by (certified) (xxxxxx) mail, sender's receipt attached hereto, and upon the appellee, (name) William A. Lamkie, on March 18, 2003 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on March 18, 2003, by personal service by (certified) (xxxxxx) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS 19th DAY OF March, 2003

Shannon R. Wilson
Signature of official before whom affidavit was made


Linda C. Lewis, Esquire Signature of affiant

Title of official

My commission expires on _____, 19_____

Notarial Seal
Shannon R. Wilson, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Aug. 25, 2003

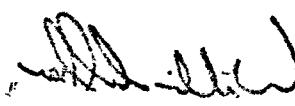
FILED

MAR 10 2003

04340 (mj)

William A. Shaw
Prothonotary

No. 412

No. 412


WEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
CLEARFIELD COUNTY
JUDICIAL DISTRICT
46-3-04

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-379-CJ

NOTICE OF APPEAL

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

NAME OF APPELLANT Robert D. Smith and Dawn Smith		MAG. DIST. NO. OR NAME OF D.J. James L. Hawkins		
ADDRESS OF APPELLANT 3018 Weber Road, Mahaffey, PA 15757		CITY	STATE	ZIP CODE
DATE OF JUDGMENT 03/03/03	IN THE CASE OF (Plaintiff) William A. Lamkie	(Defendant) vs. Robert D. & Dawn Smith		
CLAIM NO. CV 19X 0000021-03	LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filling his NOTICE of APPEAL. <i>Signature of Prothonotary or Deputy</i>		

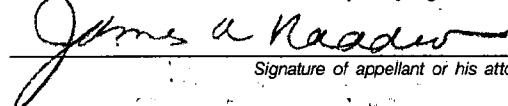
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. 03-379-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.



Signature of appellant or his attorney or agent

RULE: To William A. Lamkie, appellee(s).
Name of appellee(s)

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

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

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

Date: March 17, 2003



Signature of Prothonotary or Deputy

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to: Mr. William A. Lamkie Box 32 Rt 286 Glen Campbell, PA 15742	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature <i>William A. Lamkie</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name) William A. Lamkie C. Date of Delivery 3/18/03	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

2. Article Number (Transfer from service label) 7001 2510 0002 6639 2295	
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to: District Justice James L. Hawkins 251 Spring Street PO Box 362 Houtzdale, PA 16651	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature <i>James L. Hawkins</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name) James L. Hawkins C. Date of Delivery 3-18-03	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

2. Article Number (Transfer from service label) 7001 2510 0002 6639 2301	
PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540	

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING STREET**
P.O. BOX 362
HOUTZDALE, PA

Telephone: **(814) 378-7160** **16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR: NAME and ADDRESS

LAMKIE, WILLIAM A
BOX 32 RT 286
GLEN CAMPBELL, PA 15742

VS.

DEFENDANT/JUDGMENT CREDITOR: NAME and ADDRESS

SMITH, ROBERT D, ET AL.
3018 WEBER RD
MAHAFFEY, PA 15757

JAMES L. HAWKINS
251 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA 16651-0362

Docket No.: **CV-0000021-03**
Date Filed: **2/05/03**



2003-00379-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **LAMKIE, WILLIAM A**

Judgment was entered against: (Name) **SMITH, ROBERT D**

in the amount of \$ **6,266.02** on: (Date of Judgment) **3/03/03**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Amount of Judgment	\$ 6,139.52
Judgment Costs	\$ 126.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 6,266.02
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

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

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FILED

1/2/03
William A. Shaw
Prothonotary

3-3-03 Date James L. Hawkins, District Justice

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

3-18-03 Date James L. Hawkins, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

DJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA**

Telephone: **(814) 378-7160** **16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR: NAME and ADDRESS

**LAMKIE, WILLIAM A
BOX 32 RT 286
GLEN CAMPBELL, PA 15742**

VS.

DEFENDANT/JUDGMENT CREDITOR: NAME and ADDRESS

**SMITH, ROBERT D, ET AL.
3018 WEBER RD
MAHAFFEY, PA 15757**

**JAMES L. HAWKINS
251 SPRING STREET
P.O. BOX 362
HOUTZDALE, PA 16651-0362**

Docket No.: **CV-0000021-03**
Date Filed: **2/05/03**



2003-00379-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **LAMKIE, WILLIAM A**

Judgment was entered against: (Name) **SMITH, DAWN**

in the amount of \$ **6,266.02** on: (Date of Judgment) **3/03/03**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Amount of Judgment	\$ 6,139.52
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Certified Judgment Total	\$ _____

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

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3-3-03 Date *James L. Hawkins*, District Justice

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

3-18-03 Date *James L. Hawkins*, District Justice

My commission expires first Monday of January, **2006**.

SEAL

FILED

MAR 19 2003

**William A. Shaw
Prothonotary**

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

WILLIAM A. LAMKIE,
Plaintiff
vs.
ROBERT D. SMITH,
Defendant
:

No. 03- 379 -CD
Type of Case: Civil
Type of Pleading: Praeclipe for
Entry of Appearance
Filed on behalf of: Plaintiff,
William A. Lamkie
Counsel of Record for this
Party:
Andrew P. Gates, Esquire
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED

APR 02 2003

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE,

Plaintiff : No. 03-379-CD

-VS-

ROBERT D. SMITH,

Defendant :

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please enter my appearance on behalf of Plaintiff, William A. Lamkie, in the aforementioned action.

GATES & SEAMAN

BY:


Andrew P. Gates, Esquire

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

Date: April 2, 2003

FILED

APR 02 2003 /cc To ATTY
013:20 pm / D4. C
William A. Shaw KEP
Prothonotary

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

FILED

APR 02 2003

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE, :
Plaintiff :
: :
vs. : No. 03 - 379 - CD
: :
ROBERT D. SMITH, :
Defendant :
: :

NOTICE TO DEFEND

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

DAVID S. MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641, Ext. 1303

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

WILLIAM A. LAMKIE, :
Plaintiff :
: :
vs. : : No. 03 - 379 - CD
: :
ROBERT D. SMITH, :
Defendant :
: :

COMPLAINT

NOW COMES, WILLIAM A. LAMKIE, Plaintiff, by his attorneys, Gates & Seaman, and asserts the following causes of action against ROBERT D. SMITH, Defendant, as follows:

1. Plaintiff, WILLIAM A. LAMKIE, is an adult individual, residing at Box 32, Route 286, Glen Campbell, PA 15742.

2. Defendant, ROBERT D. SMITH, is an adult individual residing at 3018 Weber Road, Mahaffey (Clearfield County), Pennsylvania 15757.

3. At all times pertinent hereto, Plaintiff was the owner of a rare 1967 Chevrolet Biscayne 2-door sedan.

4. At all times pertinent hereto, Defendant, Robert D. Smith, was engaged in and held himself out as being qualified and having the expertise to restore older model motor vehicles, such as Plaintiff's rare 1967 Chevrolet Biscayne 2-door sedan.

COUNT I (BREACH OF CONTRACT)

5. On or about January 26, 2002, Plaintiff and Defendant entered into an oral agreement which, in exchange for

Plaintiff paying him at the rate of \$10.00 an hour for labor, plus reimbursing him for all materials utilized, Defendant agreed to undertake and complete a "frame off restoration" of Plaintiff's rare 1967 Chevrolet Biscayne 2-door sedan.

6. Said "frame off restoration" was to include the sanding of said automobile's frame and shell, the repair of all indentations and the priming, painting and sealing of both the frame and body of said automobile so that the finished product resembled the restored 1967 Chevrolet Biscayne sedan and/or the restored Chevrolet BelAir sedan pictured in the April 1999 and December 1999 edition of "Late Great Chevys" magazine.

7. Upon reaching the agreement as set forth in Paragraphs 5 and 6 hereof, Plaintiff then and there left in the Defendant's sole care, custody and control the unhitched frame, hood, fenders, trunk lid and the remaining shell of the aforementioned 1967 Chevrolet Biscayne 2-door sedan, with the understanding that Defendant would perform the aforementioned "frame off restoration" and that following said restoration, said Defendant would attach the shell to the frame and return the same, along with the unattached but restored hood, trunk lid and fenders, to Plaintiff in the agreed upon condition.

8. The Defendant, by himself or otherwise by his servants, agents or employees who were engaged in the Defendant's business and acting within the scope of their employment, failed to deliver to the Plaintiff a completed

"frame off restoration" of the aforementioned 1967 Chevrolet Biscayne 2-door sedan in the condition agreed upon, but on the contrary, returned to Plaintiff said automobile in the following condition:

a. The frame was painted by the Defendant using a rubberized undercoating when in fact Plaintiff specifically directed said frame be painted with glossy black paint;

b. Defendant failed to paint the base of the back window where the chrome finish was to be installed, thus subjecting that portion of the shell to rust;

c. Although the Defendant attempted to fix the base of the back window with putty and then paint, said section "bulged out" and is not in the condition the parties agreed upon;

d. Defendant failed to repair numerous indentations on the shell before painting the same which he had agreed to do at the time of the inception of the oral contract between the parties;

e. The painted shell upon completion by the Defendant contains numerous paint streaks which were not remedied;

f. Defendant did not sand the trunk lid before the same was painted;

g. Defendant did not sand down the vinyl roof before painting which he agreed to do at the time of the inception of the oral contract, and thus the roof contains unrepainted bumps, indentations and dings which were not repaired;

h. Defendant did not paint the inside portion of the door wells on both the driver and passenger sides and thus said unpainted areas are susceptible to rust;

i. Defendant did not paint the inside of the windshield cowl which he agreed to do at the inception of the agreement between the parties;

j. Defendant either used the wrong grade sand paper to sand the automobile shell or used sand paper of different grades resulting in portions of the shell still being unsmooth or in a rough condition at the time the vehicle was painted;

k. Defendant failed to remove or sand off accumulated dirt from the underside of the right and left front fenders prior to painting over the same; and

l. Defendant used additional workmen to do portions of the restoration project when at the inception of the contract, he advised Plaintiff that he would be the sole individual working on said vehicle'

9. Plaintiff completed his portion of the contract by paying to the Defendant all invoices for labor and materials, when submitted, by the conclusion of the project Plaintiff had paid Defendant the sum of \$5,497.00.

10. Upon Defendant tendering possession of the attached frame and shell of said 1967 Chevrolet Biscayne 2-door sedan to the Plaintiff and Plaintiff pointing out to Defendant the numerous irregularities as itemized in Paragraph 8 above,

Defendant stated that he would redo the "frame off restoration" at no additional cost to the Plaintiff.

11. Thereafter, when a time was finally agreed upon by Plaintiff and Defendant when Defendant would redo the "frame off restoration", Defendant advised Plaintiff that he would not undertake the project unless he was paid additional compensation by the Plaintiff.

12. Plaintiff has demanded of the Defendant that he redo the "frame off restoration" at no additional cost to Plaintiff, as represented by Defendant to Plaintiff, which the Defendant has refused to do.

13. In order to have the "frame off restoration" properly completed on the aforementioned 1967 Chevrolet Biscayne 2-door sedan, Plaintiff will be required to expend the sum of \$6,139.52, which represents the fair and reasonable cost to have said restoration completed.

14. Plaintiff will also be required to expend an additional sum of \$249.80 to replace those accessories and other materials affixed to the frame and shell of said 1967 Chevrolet Biscayne 2-door sedan which must be removed before said automobile is restored and which are not reusable.

15. Plaintiff has made demand upon the Defendant for the sum of \$6,389.32, being the cost to have said automobile restored to the condition the same should have been in had the Defendant fulfilled his portion of the agreement, but the

Defendant has refused to pay the sums demanded or any part thereof.

WHEREFORE, Plaintiff, WILLIAM A. LAMKIE, demands judgment against Defendant, ROBERT D. SMITH, in the total sum of \$6,389.32, plus costs, including the costs paid at the District Justice in the sum of \$126.50.

COUNT II (BREACH OF EXPRESSED AND IMPLIED WARRANTIES)

16. Paragraphs 1 through 15 hereof are incorporated herein by reference as though set forth at length.

17. At the time of the inception of the parties' oral agreement, Defendant represented to and/or promised Plaintiff that the "restored" 1967 Chevrolet Biscayne 2-door sedan would conform with the 1967 Chevrolet Biscayne sedan and/or the 1967 Chevrolet BelAir 2-door sedan shown in the April 1999 and December 1999 editions of "Late Great Chevys" magazine which were provided by the Plaintiff to the Defendant.

18. At the inception of the parties' oral agreement, Defendant represented and/or promised Plaintiff that once completed, the "restored" 1967 Chevrolet Biscayne 2-door sedan would be suitable for displaying at regional car shows where other "restored" 1967 Chevrolet Biscayne 2-door sedans were to be displayed.

19. Defendant knew or had reason to know that the Plaintiff, at the time of making the aforementioned oral

agreement, was relying on Defendant's skill in completing the "off frame restoration" of his 1967 Chevrolet Biscayne 2-door sedan so that the same would be suitable for display at regional car shows where said year and model sedan are typically displayed.

20. Defendant breached both the aforementioned express and implied warranties made to Plaintiff.

WHEREFORE, Plaintiff, WILLIAM A. LAMKIE, demands judgment against Defendant, ROBERT D. SMITH, in the total sum of \$6,389.32, plus costs, including the costs paid at the District Justice in the sum of \$126.50.

COUNT III (NEGLIGENCE)

21. Paragraphs 1 through 15 are hereby incorporated by reference as though set forth at length.

22. Defendant owed a duty to Plaintiff to exercise due care in completing the "off frame restoration" as contracted for by Plaintiff.

23. Defendant breached his duty to the Plaintiff as follows:

a. failed to use materials and/or supplies compatible with the frame and shell of Plaintiff's 1967 Chevrolet Biscayne 2-door sedan;

b. failed to choose workmen, servants and/or employees qualified to complete the "frame off restoration" Plaintiff

contracted for;

 c. failed to supervise and/or properly instruct those workmen, servants and/or employees on the proper techniques to be utilized in completing the "frame off restoration"

 d. failed to properly sand the frame and shell of the automobile before painting;

 e. failed to paint all surface areas of the automobile shell;

 f. failed to repair all indentations and "dings" on the automobile shell before painting;

 g. failed to use the correct grain sand paper in sanding the automobile shell;

 h. failed to paint all surface areas of the shell of said automobile;

 i. failed to inspect the automobile shell, prior to painting, to insure all sanded areas had the same smooth finish;

 j. failed to use painting techniques to prevent runs in completed paint job; and

 k. otherwise failed to use such reasonable care to insure the completed "frame off restoration" conformed with the parties' agreement.

24. As a result of Defendant's negligence, as specified in the preceding paragraph, Plaintiff did not receive the "off frame restoration" of his rare 1967 Chevrolet

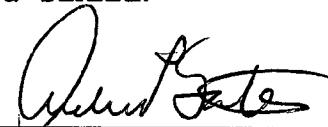
Biscayne 2-door sedan that he contracted for.

25. As a result of Defendant's negligence, for Plaintiff to receive the completed "off frame restoration" he contracted for, the restoration will have to be redone at a total cost to Plaintiff of \$6,389.32.

26. Defendant is liable to Plaintiff for the sums necessary to properly "restore" said 1967 Chevrolet Biscayne 2-door sedan as aforesaid.

WHEREFORE, Plaintiff, WILLIAM A. LAMKIE, demands judgment against Defendant, ROBERT D. SMITH, at the total sum of \$6,389.32, plus costs, including the costs paid at the District Justice in the sum of \$126.50.

GATES & SEAMAN



Andrew P. Gates, Esquire
Attorney for Plaintiff

Date: April 2, 2003

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

V E R I F I C A T I O N

I, WILLIAM A. LAMKIE, Plaintiff, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



William A. Lamkie

William A. Lamkie, Plaintiff

Date: April 2, 2023

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
NO. 03-379-CD

CIVIL ACTION - LAW

WILLIAM A. LAMKIE,
Plaintiff

-VS-

ROBERT D. SMITH,
Defendant

C O M P L A I N T

FILED

APR 02 2003
0/320pm/DC4. 1cc Tatty.
William A. Shaw
Prothonotary

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

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

WILLIAM A. LAMKIE, :
Plaintiff :
: :
vs. : : No. 03 - 379 - CD
: :
ROBERT D. SMITH, :
Defendant :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: :
COUNTY OF CLEARFIELD :
:

ANDREW P. GATES, ESQUIRE, of Gates & Seaman, being
duly sworn according to law, states that he, on April 2,
2003, mailed to counsel of record for Defendant, Robert D.
Smith, by regular U. S. Mail, postage prepaid, a true and
correct copy of Plaintiff's Complaint, as follows:

James A. Naddeo, Esquire
211 $\frac{1}{2}$ East Locust Street
P. O. Box 552
Clearfield, Pennsylvania 16830

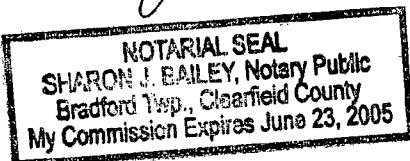
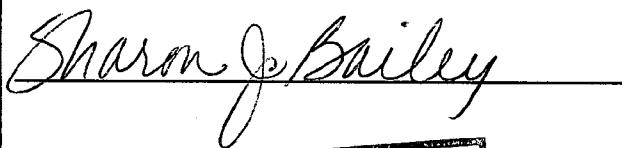


Andrew P. Gates, Esquire
Attorney for Plaintiff

Sworn to and subscribed before
me this 2nd day of April, 2003.

FILED

APR 02 2003



William A. Shaw
Prothonotary

FILED

APR 02 2003 NO CC
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William A. Shaw *get*
Prothonotary



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

WILLIAM A. LAMKIE,
Plaintiff

vs.

ROBERT D. SMITH,
Defendant

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* No. 03 - 379 - CD

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* Type of Pleading:

*

* **ANSWER TO COMPLAINT
AND NEW MATTER**

*

* Filed on behalf of:
Defendant

*

* Counsel of Record for
this party:

*

*

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

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

FILED

APR 07 2003

6/10/50
William A. Shaw
Prothonotary

1 cent to file

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KPL

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

WILLIAM A. LAMKIE,
Plaintiff

*

*

*

vs.

* No. 03 - 379 - CD

*

ROBERT D. SMITH,
Defendant

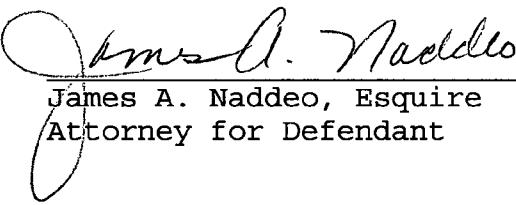
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NOTICE TO PLEAD

TO THE PLAINTIFF:

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



James A. Naddeo, Esquire
Attorney for Defendant

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

WILLIAM A. LAMKIE, *
Plaintiff *
*
vs. * No. 03 - 379 - CD
*
ROBERT D. SMITH, *
Defendant *

**ANSWER TO COMPLAINT
AND NEW MATTER**

AND NOW comes the Defendant, ROBERT D. SMITH, by and through his attorney, James A. Naddeo, Esquire, and sets for the following:

1. Admitted.
2. Admitted.
3. Admitted in so far as it states that Plaintiff was the owner of a 1967 Chevrolet Biscayne 2-door sedan. It is denied after reasonable investigation that said vehicle was "rare".
4. Denied. On the contrary, it is alleged that Defendant's regular occupation is that of a landscaper and that his expertise as a body repairman or mechanic is limited to work done on his personal vehicles and/or as a hobby. In further answer thereto, it is alleged that Plaintiff was fully aware of the extent of Defendant's expertise and contacted Defendant to

do body work on his vehicle after seeing the work that Defendant had done on his own 1995 Jeep Grand Cherokee.

5. Denied as stated. On the contrary, it is alleged that Defendant did agree to perform a frame-off restoration which did not include installation of fenders, trunk lid, motor, hood and interior.

6. Admitted as stated. In further answer thereto it is alleged that the vehicle owned by Plaintiff was in a severe state of disrepair including a missing front end and that the pictures supplied by Plaintiff were intended as an aid to Defendant to visualize the automobile as originally constructed.

7. Admitted.

8. Denied. On the contrary, it is alleged that Defendant delivered to Plaintiff a completed restoration as defined in Paragraph 5 of Defendant's Answer which is incorporated herein by reference.

a. Admitted but in further answer thereto, it is alleged that as the restoration continued Defendant suggested to Plaintiff that rubberized paint be used as opposed to a black glossy finish which suggestion was accepted and agreed to by Plaintiff.

b. Denied. On the contrary, it is alleged that the base of the back window was painted.

c. Admitted in so far as it states that Defendant attempted to fix the base of the back window with putty and paint. It is denied that said section of the vehicle was bulged and indented at the time it was delivered to Plaintiff.

d. Denied. On the contrary, it is alleged that there were no indentations in the vehicle at the time it was delivered to Plaintiff.

e. Denied. On the contrary, it is alleged that there were no paint streaks on the vehicle at the time it was delivered to Plaintiff.

f. Denied. On the contrary, it is alleged that the trunk lid was sandblasted and otherwise prepared by Defendant for painting.

g. Denied. On the contrary, it is alleged that Plaintiff used a grinder to remove the substance covering the roof of Plaintiff's vehicle and that said roof was otherwise prepared for painting. In further answer thereto, it is denied that there were any unrepainted bumps or indentations in the roof at the time it was delivered to Plaintiff.

h. Denied. On the contrary, it is alleged that the entire vehicle, including the inside of the door wells, was painted.

i. Denied. On the contrary, it is alleged that the windshield cowl was painted. In further answer thereto, it is

alleged that in addition to painting Defendant placed a special primer to prevent rusting.

j. Denied. On the contrary, it is alleged that Defendant used the same type of sandpaper utilized for repair of his personal vehicles. In further answer thereto, it is alleged that the paint was neither unsmooth or in a rough condition when delivered to Plaintiff.

k. Denied. On the contrary, it is alleged that the underside of the fenders was sandblasted and otherwise prepared for painting.

l. Denied. On the contrary, it is alleged that Plaintiff was informed at the time the parties entered into their oral agreement that Defendant would have two helpers working with him on Plaintiff's vehicle. In further answer thereto, it is alleged that Plaintiff was personally present during part of the restoration work at which time he observed both the Defendant and two of his helpers working on the vehicle.

9. Admitted. In further answer thereto, Defendant incorporates his New Matter hereinafter set forth and makes it a part hereof.

10. Denied. On the contrary, it is alleged that Plaintiff made no complaint to Defendant concerning the restoration of the vehicle at the time Defendant delivered said

vehicle to Plaintiff. In further answer thereto, Defendant incorporates his New Matter hereinafter set forth and makes it a part hereof.

11. Denied. In further answer thereto, Defendant incorporates his New Matter hereinafter set forth and makes it a part hereof.

12. Denied. In further answer thereto, Defendant incorporates his New Matter hereinafter set forth and makes it a part hereof.

13. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

14. Denied. After reasonable investigation Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

15. Denied. On the contrary, it is alleged that until such time as Plaintiff filed the instant suit, Plaintiff never demanded that Defendant reimburse him in the amount of \$6,389.32 or in any other amount.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

COUNT II - BREACH OF EXPRESSED AND IMPLIED WARRANTIES

16. Defendant incorporates his answers to Paragraph 1 through 15 herein by reference and makes them a part hereof.

17. Denied. On the contrary, it is alleged that the magazines exhibited to Defendant were provided to him solely for the purpose of visualizing the appearance of the car when finished because the vehicle provided to Defendant was in a severe state of disrepair with a missing front end. In further answer thereto, it is alleged that Defendant at no time promised to deliver a vehicle of the quality exhibited in the magazines referenced in Plaintiff's Complaint and to the contrary estimates that to restore the vehicle to the condition depicted in said magazines would cost \$40,000.00 to \$60,000.00.

18. Denied. On the contrary, it is alleged that at the time of the parties' oral agreement Defendant made no representation to Plaintiff that Plaintiff's vehicle, once restored, would qualify as a show car.

19. Denied. On the contrary, it is alleged that Plaintiff was at all times aware that Defendant's expertise as a body repairman was a part-time hobby and that the restoration would be accomplished in accordance with Defendant's expertise. In further answer thereto, it is denied that Defendant had any knowledge of Plaintiff's intentions in respect to said vehicle.

20. States a conclusion of law to which no answer is required.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

COUNT III - NEGLIGENCE

21. Defendant incorporates his answers to Paragraph 1 through 20 herein by reference and makes them a part hereof.

22. Denied as stated. To the contrary, Defendant alleges that he had a duty to exercise due care consistent with his expertise as a part-time/hobby repairman and that Plaintiff was at all times aware that body repair was not Defendant's principal occupation. To the contrary, Defendant is in the business of landscaping.

23. States a conclusion which is generally denied.

a. Denied. On the contrary, it is alleged that Defendant utilized materials compatible with the restoration work he was to undertake.

b. Denied. On the contrary, it is alleged that the parties who assisted Defendant with the restoration of Plaintiff's vehicle had the same expertise as that of the Defendant.

c. Denied. In further answer thereto, Defendant incorporates his answer to Paragraph 23(b) hereof by reference and makes it a part hereof.

d. Denied. On the contrary, it is alleged that Defendant utilized the same sanding techniques on Plaintiff's vehicle that he customarily used for repairing his own personal vehicles.

e. Denied. On the contrary, it is alleged that all areas of the vehicle were painted.

f. Denied. On the contrary, it is alleged that all indentations and dings were repaired at the time the vehicle was delivered to Plaintiff.

g. Denied. On the contrary, it is alleged that Defendant utilized the same sandpaper on Plaintiff's vehicle that he customarily used for repairing his own personal vehicles.

h. Denied. On the contrary, it is alleged that all surface areas of the shell were painted.

i. Denied. On the contrary, it is alleged that Plaintiff and Defendant inspected Plaintiff's vehicle at the time delivery of said vehicle was made by Defendant to Plaintiff.

j. Denied. On the contrary, it is alleged that Defendant used the same painting techniques on Plaintiff's

vehicle that he customarily used for repairing his own personal vehicles. In further answer thereto, it is alleged that there were no runs at the time said vehicle was delivered to Plaintiff.

k. Constitutes a general allegation of negligence to which no answer is required and is generally denied.

24. States a conclusion to which no answer is required.

25. States a conclusion to which no answer is required.

26. States a conclusion to which no answer is required.

27. States a conclusion to which no answer is required.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

NEW MATTER

28. That Defendant completed restoration of Plaintiff's vehicle on or about March 2002.

29. That upon completion of his work Defendant notified Plaintiff who accepted delivery of said vehicle on or about March 2002.

30. That at the time Plaintiff accepted delivery of his vehicle it was fully inspected by Plaintiff and Defendant and photographs of the finished product were taken.

31. That Plaintiff made no complaint to Defendant concerning the quality of the work performed by Defendant at the time he accepted delivery of the vehicle.

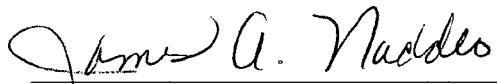
32. That at the time Plaintiff accepted delivery of his vehicle in March 2002, Plaintiff was informed by Defendant that he owed a balance to Defendant for the work performed upon Plaintiff's vehicle.

33. That Plaintiff made payment to Defendant for the balance of the work owed to Defendant by check, which check was delivered to Defendant approximately four to six weeks after Plaintiff accepted delivery of his vehicle.

34. That Plaintiff's acceptance of the vehicle and subsequent payment is an accord and satisfaction of any dispute between the parties.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

Respectfully submitted,


James A. Naddeo

James A. Naddeo, Esquire
Attorney for Defendant

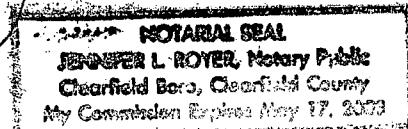
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared ROBERT D. SMITH, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

Robert D. Smith
Robert D. Smith

SWORN and SUBSCRIBED before me this 4th day of April, 2003.

Jennifer L. Royer



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

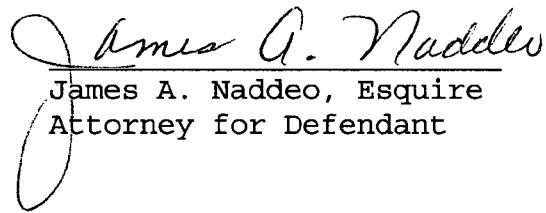
WILLIAM A. LAMKIE, *
Plaintiff *
*
vs. * No. 03 - 379 - CD
*
ROBERT D. SMITH, *
Defendant *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Answer to Complaint and New Matter filed in the above-captioned action was served on the following person and in the following manner on the 7th day of April, 2003:

First-Class Mail, Postage Prepaid

Andrew P. Gates, Esquire
GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830


James A. Naddeo, Esquire
Attorney for Defendant

CLIFFFIELD, PENNSYLVANIA 16830
PO. BOX 552
211½ EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED

APR 07 2003

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE,
Plaintiff : No. 03 - 379 - CD
-vs- : Type of Case: Civil
ROBERT D. SMITH,
Defendant : Type of Pleading: PLAINTIFF'S
: REPLY TO NEW MATTER OF DEFENDANT
: Filed on behalf of: Plaintiff
: Counsel of Record for this Party:
: Andrew P. Gates, Esquire
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: Two North Front Street
: P. O. Box 846
: Clearfield, Pennsylvania 16830
: (814) 765-1766

FILED

APR 22 2003

William A. Shaw
Brother notary

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

WILLIAM A. LAMKIE, :
Plaintiff :
: :
vs. : No. 03 - 379 - CD
: :
ROBERT D. SMITH, :
Defendant :
:

PLAINTIFF'S REPLY TO NEW MATTER OF DEFENDANT

AND NOW, comes Plaintiff, WILLIAM A. LAMKIE, by and through his attorneys, Gates & Seaman, and responds to Defendant's New Matter as follows:

28. Denied as stated. On the contrary, when Plaintiff took possession of the shell and frame on or about March 2002, which Defendant advised were completely restored, Defendant still had not completed the restoration of said automobile's hood, radiator support, right front fender, heater box and numerous small metal items. By way of further answer, although Plaintiff took possession of the shell and the attached frame on or about March 2002, the same were not in the condition contracted for by Plaintiff and were not in the condition Defendant represented the same would be in. By way of further answer, Plaintiff incorporates herein by reference Paragraph 8 of his Complaint as though set forth at length herein.

29. Paragraph 29 of Defendant's New Matter is admitted in part and denied in part. It is admitted that Plaintiff accepted delivery of the automobile shell (minus the hood, radiator support, right front fender, heater box and

numerous small metal items) upon being notified by the Defendant the same had been restored. The balance of Paragraph 29 of Defendant's New Matter is denied. On the contrary, the automobile's hood, radiator support, right front fender, heater box and numerous small metal items had not been restored by the Defendant as of March 2002 and at that time, Defendant advised Plaintiff the same would be completed when he had time to complete the same on some forthcoming weekend. By way of further answer, in May, 2002, Defendant advised Plaintiff that he needed some additional materials to complete the restoration of the hood, radiator support, right front fender, heater box and numerous small metal items and needed additional monies from Plaintiff, which Plaintiff then paid, with the understanding that Defendant would promptly complete the restoration of said additional items. By way of further answer, Defendant never did complete the restoration painting of the hood of said automobile which Plaintiff ultimately retrieved from Defendant in October, 2002 with the understanding he would be returning it along with the remaining items, including the shell and frame so Defendant could completely redo the restoration job which he agreed to do as set forth in Paragraph 10 of Plaintiff's Complaint, all of which is incorporated herein by reference.

30. Denied. On the contrary, Plaintiff did not have the opportunity to fully inspect the restored shell and frame

until the same was returned to his possession and parked in his garage at which time Plaintiff went over said frame and shell and discovered the imperfections which are set forth in greater detail in Paragraph 8 of Plaintiff's Complaint, all of which is incorporated herein by reference. By way of further answer, Plaintiff took no photographs of the completed shell and frame at the time he accepted delivery of the same from the Defendant.

31. Paragraph 31 of Defendant's New Matter is denied as stated. On the contrary, as soon as Plaintiff brought said completed shell and frame back to his residence and parked the same in his garage, he had the opportunity to fully inspect the completed shell and frame and upon doing so and discovering the various imperfections, he promptly contacted Defendant and informed the Defendant of said imperfections. By way of further answer, upon reinspecting said restored shell and frame in Plaintiff's garage, he acknowledged the existence of said imperfections. By way of further answer, at the time Defendant acknowledged the imperfections as set forth in greater detail in Paragraph 8 of Plaintiff's Complaint, which is incorporated herein by reference, he advised and agreed with the Plaintiff that he would correct the imperfections by redoing the "frame off restoration" at no additional cost to Plaintiff. By way of further answer, Plaintiff did not fully inspect said completed shell and frame when he took possession, on or about March 2002,

since he was advised the same had to be moved from Defendant's shop since another vehicle was scheduled to be brought in for repair and the space was needed.

32. Paragraph 32 of Defendant's New Matter is denied as stated. On the contrary, at the time Plaintiff accepted delivery of the completed shell and frame in March, 2002, he was aware there was a balance remaining due for the work the Defendant had already performed, but he was also aware that the hood, radiator support, right front fender, heater box and numerous small metal items had not been completed, and that Defendant had advised he would have to complete these additional items on some future weekend. By way of further answer, after contacting Defendant several times between March and May, 2002 to inquire whether the above remaining items had been completed, finally in May, 2002 Defendant informed Plaintiff that the other items were as of yet uncompleted because he needed more materials. By way of further answer, upon being informed by Defendant that he needed additional materials, Plaintiff paid a final installment with the understanding that said monies would partially be used to purchase additional materials so said items could be completed.

33. Paragraph 33 of Defendant's New Matter is denied as stated. On the contrary, when Plaintiff made a final payment to the Defendant on May 15, 2002 in the amount of \$985.00 by

check, it was Plaintiff's understanding that a portion of said payment was for additional materials needed by the Defendant so the Defendant could complete the restoration of the hood, radiator support, right front fender, heater box and numerous small metal items. By way of further answer, the hood was never completely restored and/or painted, but was discovered by Plaintiff in October 2002, to be sitting outside of Defendant's shop, being exposed to the elements, at the time he retrieved it.

34. Denied. On the contrary, Plaintiff did not accept the completed shell and frame, but rather upon his inspection of the same once he got the same into his garage where he could closely inspect the same, he immediately contacted Defendant to point out said imperfections as set forth in greater detail in Paragraph 31 hereof. By way of further answer, the payment made by Plaintiff to Defendant on May 15, 2002 in the amount of \$985.00 was made after Defendant agreed to redo the "off frame restoration" at no expense to the Plaintiff to correct the imperfections set forth in Paragraph 8 of Plaintiff's Complaint, all of which are incorporated herein by reference. By way of further answer, a portion of the \$985.00 payment made by Plaintiff to Defendant on May 15, 2002, was for materials so Defendant could complete the restoration of the automobile's hood, radiator support, right front fender, heater

box and numerous small metal items.

WHEREFORE, Plaintiff requests that judgment be entered in his favor and against the Defendant as prayed for in the Complaint.

Respectfully submitted,

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Plaintiff,
William A. Lamkie

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

Date: April 22, 2003

V E R I F I C A T I O N

I, WILLIAM A. LAMKIE, Plaintiff, verify that the statements made in the foregoing Reply to New Matter are true and correct to the best of my knowledge, information and belief. I, the undersigned, understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



William A. Lamkie, Plaintiff

Date: 9/22/03

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

WILLIAM A. LAMKIE, :
Plaintiff :
: :
vs. : : No. 03 - 379 - CD
: :
ROBERT D. SMITH, :
Defendant :
: :

CERTIFICATE OF SERVICE

I hereby certify that service was made upon the
Defendant by mailing a true and correct ^{certified} copy of Plaintiff's
Reply to New Matter of Defendant to counsel for Defendant on the
22nd day of April, 2003 by regular U. S. Mail,
postage prepaid to:

James A. Naddeo, Esquire
211 ½ E. Locust Street
P. O. Box 552
Clearfield, PA 16830

GATES & SEAMAN

BY: Andrew P. Gates
Andrew P. Gates, Esquire
Attorney for Plaintiff,
William A. Lamkie

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
CIVIL DIVISION - LAW

NO. 03 - 379 - CD

WILLIAM A. LAMKIE,
Plaintiff

-VS-

ROBERT D. SMITH, Defendant

PLAINTIFF'S
REPLY TO NEW MATTER OF
DEFENDANT

FILED
OCT 9 1968
APR 22 1969
Atty. Carter
cc
Fees

William A. Shaw
Prothonotary

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

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

WILLIAM A. LAMKIE,
Plaintiff

vs.

ROBERT D. SMITH,
Defendant

No. 03- 379 -CD

Type of Case: Civil

Type of Pleading: PRAECIPE TO
SCHEDULE ARBITRATION HEARING

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates, Esquire

Supreme Court No.: 36604

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

FILED

APR 30 2003

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE, :
Plaintiff : No. 03- 379 - CD
: :
-vs- :
: :
ROBERT D. SMITH, :
Defendant : :

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Please schedule the aforementioned matter for Arbitration Hearing on the first available date. In making this request, I hereby certify that there are no outstanding motions, no discovery is to be taken, and that notice of this Praecipe is being sent to opposing counsel of record as indicated in the Certificate of Service attached hereto and made a part hereof as Exhibit "A". The expected length of hearing is between 1.5 and 2.0 hours.

GATES & SEAMAN

By 

Andrew P. Gates, Esquire
Attorney for Plaintiff,
William A. Lamkie

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

Date: April 30, 2003

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

WILLIAM A. LAMKIE, :
Plaintiff : No. 03- 379 - CD

-vs-

ROBERT D. SMITH, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that I mailed by regular U. S. mail
on the 30th day of April, 2003, a true and correct copy of
the aforementioned Praeclipe to:

David S. Meholic, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
One North Second Street
Clearfield, PA 16830

James A. Naddeo, Esquire
211 ½ East Locust Street
P. O. Box 552
Clearfield, PA 16830

GATES & SEAMAN

By 

Andrew P. Gates, Esquire,
Attorney for Plaintiff

Exhibit "A"

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

CIVIL ACTION - LAW

WILLIAM A. LAMKIE,
Plaintiff

-54-

ROBERT D. SMITH,
Defendant

PRAECIPE TO SCHEDULE
ARBITRATION HEARING

APR 30 2003

William A. Prothero

LAW OFFICES

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

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

WILLIAM A. LAMKIE,
Plaintiff

vs.

ROBERT D. SMITH,
Defendant

No. 03- 379 -CD

Type of Case: Civil

Type of Pleading: PRAECIPE TO
SCHEDULE ARBITRATION HEARING

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates, Esquire

Supreme Court No.: 36604

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

FILED

APR 30 2003

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE,

Plaintiff

vs.

*

*

*

* No. 03 - 379 - CD

* No. 03 -

ROBERT D. SMITH,

Defendant

*

*

*

*

*

REQUESTED: * Type of Pleading:

*

* MOTION FOR CONTINUANCE

*

* Filed on behalf of the

Defendant

*

* Counsel of Record for

* this party: Plaintiff

*

Plaintiff, on August 20, 2003, at 1:00 p.m.

* James A. Naddeo, Esq.

That counsel, James A. Naddeo, Esq., Pa I.D. 06820, be granted

*

* Continuance of the trial date of 8/21/03 E. Locust Street,

* P.O. Box 552

* Clearfield, PA 16830-0552

* (814) 765-1601

* Continuance granted in date of Plaintiff's "R".

WHEREUPON, counsel for Plaintiff respectfully request the

Court to grant the Continuance requested for August 20, 2003, to

August 27, 2003.

Very respectfully submitted,

FILED

JUN 18 2003

CLERK'S OFFICE

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE, *
Plaintiff *
*
vs. * No. 03 - 379 - CD
*
ROBERT D. SMITH, *
Defendant *

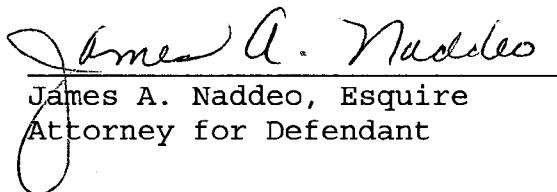
MOTION FOR CONTINUANCE

AND NOW comes James A. Naddeo, Esquire, attorney for Defendant in the above-captioned matter, and sets for the following:

1. That this case is scheduled for Arbitration on Wednesday, August 20, 2003, at 1:00 p.m.
2. That counsel for Defendant is scheduled to take the deposition of Dr. Michael-Gerard Moncman in Altoona, Pennsylvania, on the same date at 11:00 a.m. See copy of Notice of Deposition attached hereto as Exhibit "A".

WHEREFORE, counsel for Defendant respectfully requests that the Arbitration scheduled for August 20, 2003, be continued.

Respectfully submitted,



James A. Naddeo, Esquire
Attorney for Defendant

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

WILLIAM A. LAMKIE,
Plaintiff

*

*

*

vs.

*

No. 03 - 379 - CD

*

*

ROBERT D. SMITH,
Defendant

*

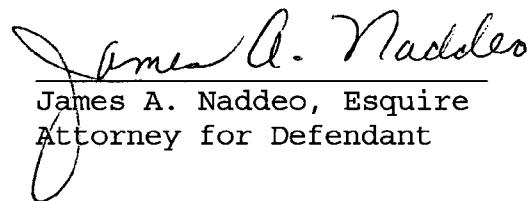
*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Motion for Continuance filed in the above-captioned action was served on the following person and in the following manner on the 18th day of June, 2003:

First-Class Mail, Postage Prepaid

Andrew P. Gates, Esquire
GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830



James A. Naddeo, Esquire
Attorney for Defendant

88

James A. Nadeo
Attnorneys at Law
211 1/2 East Locust Street
P.O. Box 552
Clearfield, Pennsylvania 16830

Lap over margin

FILED
NOV 18 2003
JUN 18 2003
FCC

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE,
Plaintiff

*

*

vs.

*

NO. 03 - 379 - CD

*

ROBERT D. SMITH,
Defendant

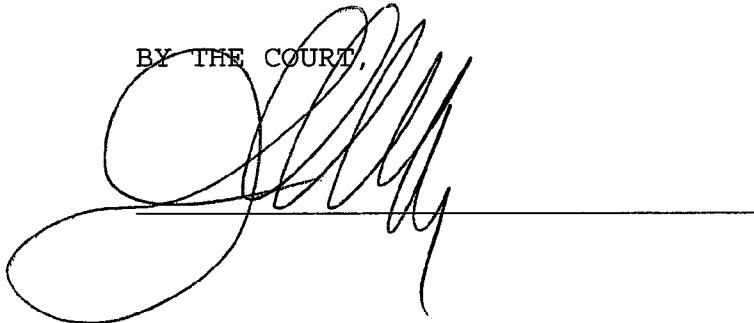
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*

O R D E R

AND NOW this 19th day of Junc, 2003, upon
consideration of the Motion of James A. Naddeo, attorney of
record for Defendant, it is the Order of this Court that the
Arbitration scheduled for August 20, 2003, be continued. It is
the further ORDER of this Court that the Court Administrator
will place this matter on the next available arbitration date.

BY THE COURT,



FILED

JUN 19 2003

o / 3: 40 / w
William A. Shaw
Prothonotary

1 CLENT TO ATTY

6
GHD

FILED

JUN 19 2003

William A. Shaw
Prothonotary

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

WILLIAM A. LAMKIE, : No. 03 - 379 - CD
Plaintiff :
: Type of Case: Civil
: Type of Pleading: PLAINTIFF'S
vs. : PRE-TRIAL MEMORANDUM
: Filed on behalf of: Plaintiff
ROBERT D. SMITH, :
Defendant : Counsel of Record for this Party:
: Andrew P. Gates, Esquire
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: Two North Front Street
: P. O. Box 846
: Clearfield, Pennsylvania 16830
: (814) 765-1766

Arb 10-6-03

RECEIVED

SEP 26 2003

COURT ADMINISTRATOR'S
OFFICE

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

WILLIAM A. LAMKIE, :
Plaintiff :
: :
vs. : : No. 03 - 379 - CD
: :
ROBERT D. SMITH, :
Defendant :
: :

PLAINTIFF'S PRE-TRIAL MEMORANDUM

I. BRIEF STATEMENT OF CASE:

On or about January 26, 2002, Plaintiff and Defendant entered into an oral agreement which in exchange for Plaintiff paying him at the rate of \$10.00 an hour for labor, plus reimbursing him for materials utilized, Defendant agreed to undertake and complete a "frame off restoration" of Plaintiff's rare 1967 Chevrolet Biscayne 2-door sedan. Said "frame off restoration" was to include the sanding of said automobile's frame and shell, the repair of all indentations, dings and dents on the automobile body as well as the priming, painting and sealing of both the frame and body of said automobile so that the finished product resembled the restored 1967 Chevrolet Biscayne 2-door sedan and the restored Chevrolet BelAir sedan pictured in the April 1999 and December 1999 editions of "Late Great Chevys" magazine. Upon completion of the restoration, Defendant was to attach the shell of the automobile to the frame and return the same, along with the unattached but restored hood, trunk lid and fenders to the Plaintiff in the condition agreed upon.

Upon Defendant completing the restoration of the

automobile body and frame, the same was returned to the Plaintiff but the same contained the following imperfections:

- a. The frame was painted by the Defendant using a rubberized undercoating when in fact Plaintiff specifically directed said frame be painted with glossy black paint;
- b. Defendant failed to paint the base of the back window where the chrome finish was to be installed, thus subjecting that portion of the shell to rust;
- c. Although the Defendant attempted to fix the base of the back window with putty and then paint, said section "bulged out" and is not in the condition the parties agreed upon;
- d. Defendant failed to repair numerous indentations on the shell before painting the same which he had agreed to do at the time of the inception of the oral contract between the parties;
- e. The painted shell upon completion by the Defendant contains numerous paint streaks which were not remedied;
- f. Defendant did not sand the trunk lid before the same was painted;
- g. Defendant did not sand down the vinyl roof before painting which he agreed to do at the time of the inception of the oral contract, and thus the roof contains unrepainted bumps, indentations and dings which were not repaired;
- h. Defendant did not paint the inside portion of the door wells on both the driver and passenger sides and thus said unpainted areas are susceptible to rust;
- i. Defendant did not paint the inside of the windshield cowl which he agreed to do at the inception of the agreement between the parties;
- j. Defendant either used the wrong grade sand paper to sand the automobile shell or used sand paper of different grades resulting in portions of the shell still being unsMOOTH or in a rough condition at the time the vehicle was painted;

k. Defendant failed to remove or sand off accumulated dirt from the underside of the right and left front fenders prior to painting over the same; and

l. Defendant used additional workmen to do portions of the restoration project when at the inception of the contract, he advised Plaintiff that he would be the sole individual working on said vehicle.

Upon Plaintiff pointing out to Defendant the numerous imperfections itemized above, Defendant stated he would re-do the "frame off restoration" at no additional cost to Plaintiff. Despite agreeing to do so and being requested by Plaintiff to do so, Defendant now refuses to undertake the "redoing" of the aforementioned project unless he was paid additional compensation by Plaintiff. Plaintiff otherwise fulfilled his portion of the oral agreement by paying all submitted invoices for labor and materials.

II. CITATIONS AND APPLICABLE CASES OR STATUTES

A. Liability: Plaintiff is entitled to recover the cost of having said 1967 Chevrolet Biscayne 2-door sedan restored (namely the sum of \$6,389.32, plus record costs paid to the District Justice in the sum of \$126.50) under any of the following legal theories:

- (i) Breach of contract;
- (ii) Breach of expressed and/or implied warranties since Defendant represented that said "restored" 1967 Chevrolet Biscayne 2-door sedan would conform to pictures of restored

Chevrolet sedans as shown in the April 1999 and December 1999 editions of "Late Great Chevys" magazine and would otherwise be suitable for displaying at regional car shows;

(iii) Negligence since Defendant breached his duty to Plaintiff of using that reasonable care possessed by an experienced auto body repair person, and said carelessness caused the imperfections cited in I. above.

B. Damages:

(i) Measure of damages of an automobile not damaged beyond repair is the cost of repair. See Sanft vs. Haisfield Ford, Inc., 197 Pa.Super. 447, 178 A.2d 791 (1962). Also see P.L.E. \$59 DAMAGES.

(ii) Costs of repair (both labor and materials) is a proper measure of damages for breach of warranty matter (as opposed to difference in value of goods "as is" and "as warranted") since special circumstances existed since Defendant in this case had reason to know by Plaintiff's representations to him at time of contracting that Plaintiff intended to show the car at car shows and otherwise expected it to conform to pictures shown to the Defendant from "Late Great Chevys" magazine. See Cober vs. Corle, 416 Pa.Super. 191, 610 A.2d 1036 (1992).

III. LIST OF WITNESSES:

- A. William A. Lamkie
- B. Dennis Coble
- C. Defendant, Robert D. Smith; and

D. Any witness called by Defendant to testify on Defendant's behalf.

IV. STATEMENT OF DAMAGES AND COPIES OF BILLS WHICH A PARTY INTENDS TO OFFER:

a. For Plaintiff to have the "off frame restoration" redone by a qualified contractor, the labor and materials to do so will cost the sum of \$6,139.52. Attached hereto and made a part hereof as Exhibit "A" is the Estimate prepared by Dennis Coble to redo the "off frame restoration".

b. Additionally, not included in Mr. Coble's estimate, is the cost to have new door and trunk lid weather stripping installed. The cost of said materials being \$249.80.

c. Costs incurred at the District Justice Hawkins for Complaint filing fee and service costs, the sum of \$126.50.

Respectfully submitted,

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Plaintiff,
William A. Lamkie

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

Date: September 26, 2003



TIP'S SERVICE STATION

ROUTE 219
BURNSIDE, PA 15721
(814) 845-9075

YEAR, MAKE AND MODEL
A7 Chevy Blazer
SERIAL NUMBER

NAME William A. Hankie		DATE OF ORDER 1-27-03
ADDRESS		
CITY, STATE, ZIP		
HOME PHONE		BUS. PHONE
		EXT.
CUSTOMER'S ORDER NUMBER		ORDER WRITTEN BY
		LICENSE NUMBER
MOTOR NUMBER		ODOMETER
2395		

I hereby authorize the above repair work to be done along with the necessary materials, you and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. Any express mechanics lien is acknowledged on above vehicle to secure the amount or repairs thereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft, or any other cause beyond your control.

(MAY BE CONTINUED ON OTHER SIDE)	TOTAL PARTS	LITER SIGLS. OF GAS @	TOTAL LABOR
		LITER QTS. OF OIL @	TOTAL PARTS
ACCESSORIES	kg/LBS. OF GREASE @	ACCESSORIES	GAS, OIL AND GREASE
			SUBLET REPAIRS
		I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereof. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft, or any other cause beyond your control.	EPA / WASTE DISPOSAL
		<i>STB 00</i>	TAX
			347.50
TOTAL ACCESSORIES		TOTAL	6139.50
		SIGNATURE	<i>Dwight M. H.</i>

EXHIBIT "A"

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

WILLIAM A. LAMKIE, :
Plaintiff :
vs. : No. 03 - 379 - CD
ROBERT D. SMITH, :
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that I mailed by regular U. S. mail,
postage prepaid on the 26th day of September, 2003, a true and
correct copy of Plaintiffs' Pre-Trial Memorandum to:

1. James A. Naddeo, Esquire
211 ½ East Locust Street, Marino Building
P. O. Box 552
Clearfield, PA 16830
2. David S. Ammerman, Esquire
310 Cherry Street
Clearfield, PA 16830
3. Kim C. Kesner, Esquire
23 North Second Street
Clearfield, PA 16830
4. Christopher J. Shaw, Esquire
67 Hoover Avenue
DuBois, PA 15801

GATES & SEAMAN

By 
Andrew P. Gates, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.
03-379-CD
CIVIL ACTION - LAW

WILLIAM A. LAMKIE, Plaintiff

-vs-

ROBERT D. SMITH, Defendant

PLAINTIFF'S PRE-TRIAL
MEMORANDUM

LAW OFFICES
GATES & SEAMAN

2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

Arb 10-6-03

ASSOCIATE
LINDA C. LEWIS

JAMES A. NADDEO
ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-1601
TELECOPIER
(814) 765-8142

September 29, 2003

Marcy Kelley, Deputy Court Adm.
Office of Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Lamkie vs. Smith
No. 03-379-CD

Dear Ms. Kelley:

Enclosed is Defendant's Pre-Trial Statement. By copy of this letter, I am forwarding same to counsel of record and to the Arbitrators.

Sincerely,

James A. Naddeo
James A. Naddeo

JAN/jlr

Enclosure

cc: Andrew P. Gates, Esquire (w/ enc.)
Kim C. Kesner, Esquire (w/ enc.)
David S. Ammerman, Esquire (w/enc.)
Christopher J. Shaw, Esquire (w/ enc.)

RECEIVED

SEP 29 2003

**COURT ADMINISTRATOR'S
OFFICE**

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

WILLIAM A. LAMKIE,
Plaintiff

vs.

ROBERT D. SMITH,
Defendant

*

*

*

* No. 03 - 379 - CD

*

*

*

*

*

*

* Type of Pleading:

*

* DEFENDANT'S PRE-TRIAL
* MEMORANDUM

*

* Filed on behalf of:
* Defendant

*

* Counsel of Record for
* this party:

*

*

* James A. Naddeo, Esq.
* Pa I.D. 06820

*

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

RECEIVED

SEP 29 2003

COURT ADMINISTRATOR'S
OFFICE

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

WILLIAM A. LAMKIE, *
Plaintiff *
*
vs. * No. 03 - 379 - CD
*
ROBERT D. SMITH, *
Defendant *

PRE-TRIAL MEMORANDUM

I. Factual Statement.

Defendant acknowledges that he agreed to perform a restoration of Plaintiff's vehicle at an hourly rate of \$10.00 per hour plus materials at cost. He denies that the frame-off restoration was to be consistent with a number one quality show car. To the contrary, Plaintiff was seeking to cut corners on the restoration. Accordingly, Plaintiff refused to replace the quarter panels on the vehicle against Defendant's recommendation. He also insisted on painting the roof of the car which Defendant informed him could not be properly covered because of the material on the roof. Defendant also informed Plaintiff that he would be unable to guarantee that the car would not rust because of its age and condition. Defendant further informed Plaintiff that the car should be kept inside and covered to avoid rust.

Plaintiff failed to take adequate steps to preserve the vehicle after it was restored. The car was allowed to sit out over the winter in the snow. The vehicle has never been properly housed or protected since the restoration.

II. Citation.

Defendant perceives no extraordinary issues pertaining to the case law or statutory material. The parties entered into an oral contract. Common law rules pertaining to oral contracts are applicable to this transaction.

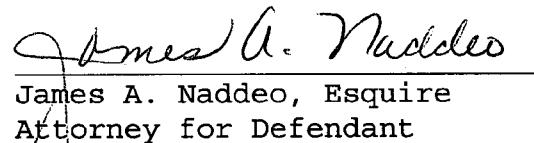
III. Witnesses.

- A. Robert D. Smith, 3018 Weber Road, Mahaffey, PA 15757
- B. Dawn Smith, 3018 Weber Road, Mahaffey, PA 15757
- C. Randy Smith, 2247 Clover Run Rd., Mahaffey, PA 15757
- D. Ryan D. Smith, 2247 Clover Run Rd., Mahaffey, PA 15757
- E. William B. Neely, Jr., P.O. Box 2, Glen Campbell, PA 15757

IV. Exhibits.

Photographs attached.

Respectfully submitted,



James A. Naddeo, Esquire
Attorney for Defendant

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

WILLIAM A. LAMKIE, *
Plaintiff *
*
vs. * No. 03 - 379 - CD
*
ROBERT D. SMITH, *
Defendant *

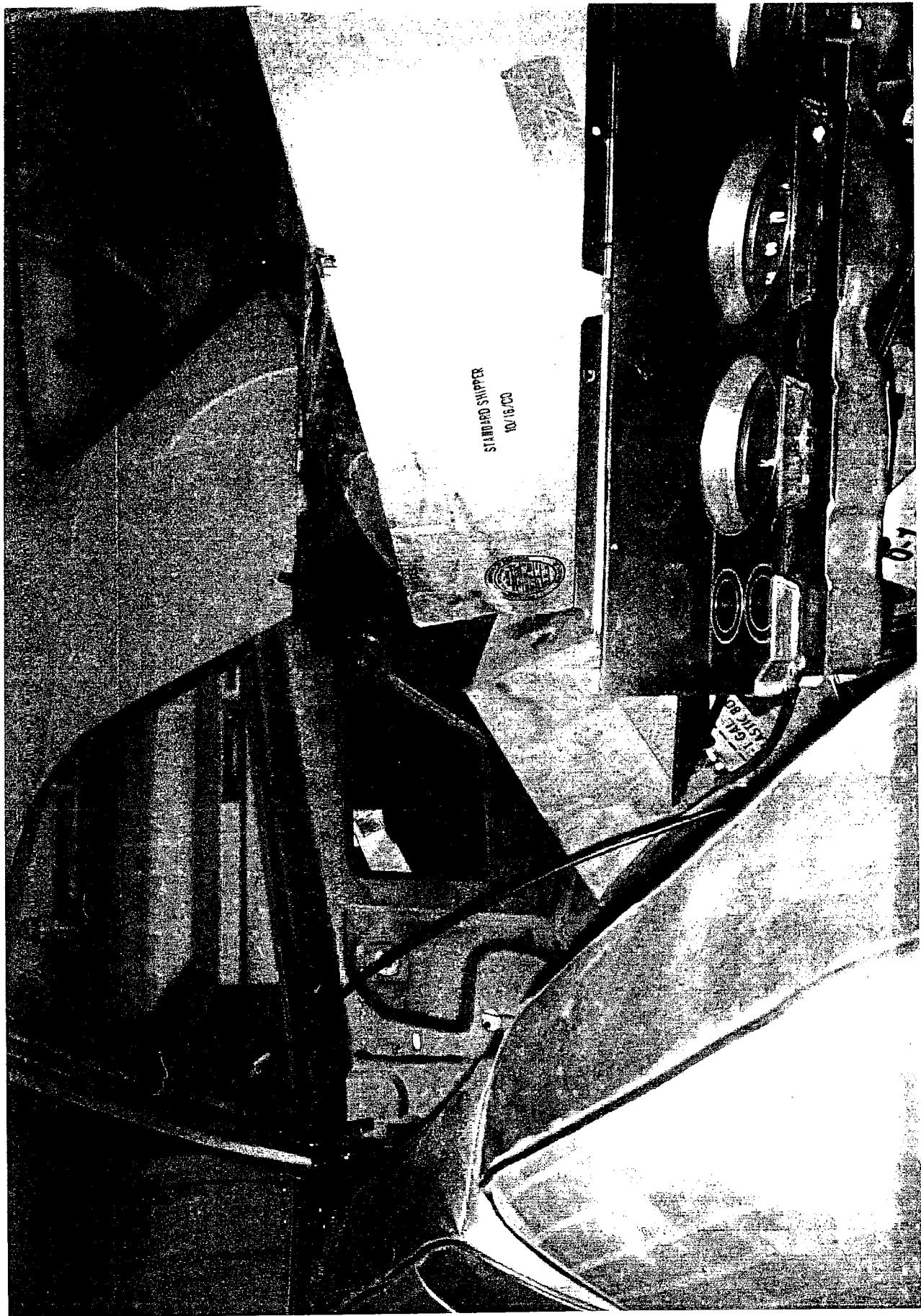
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Defendant's Pre-Trial Memorandum filed in the above-captioned action was served on the following person and in the following manner on the 29th day of September, 2003:

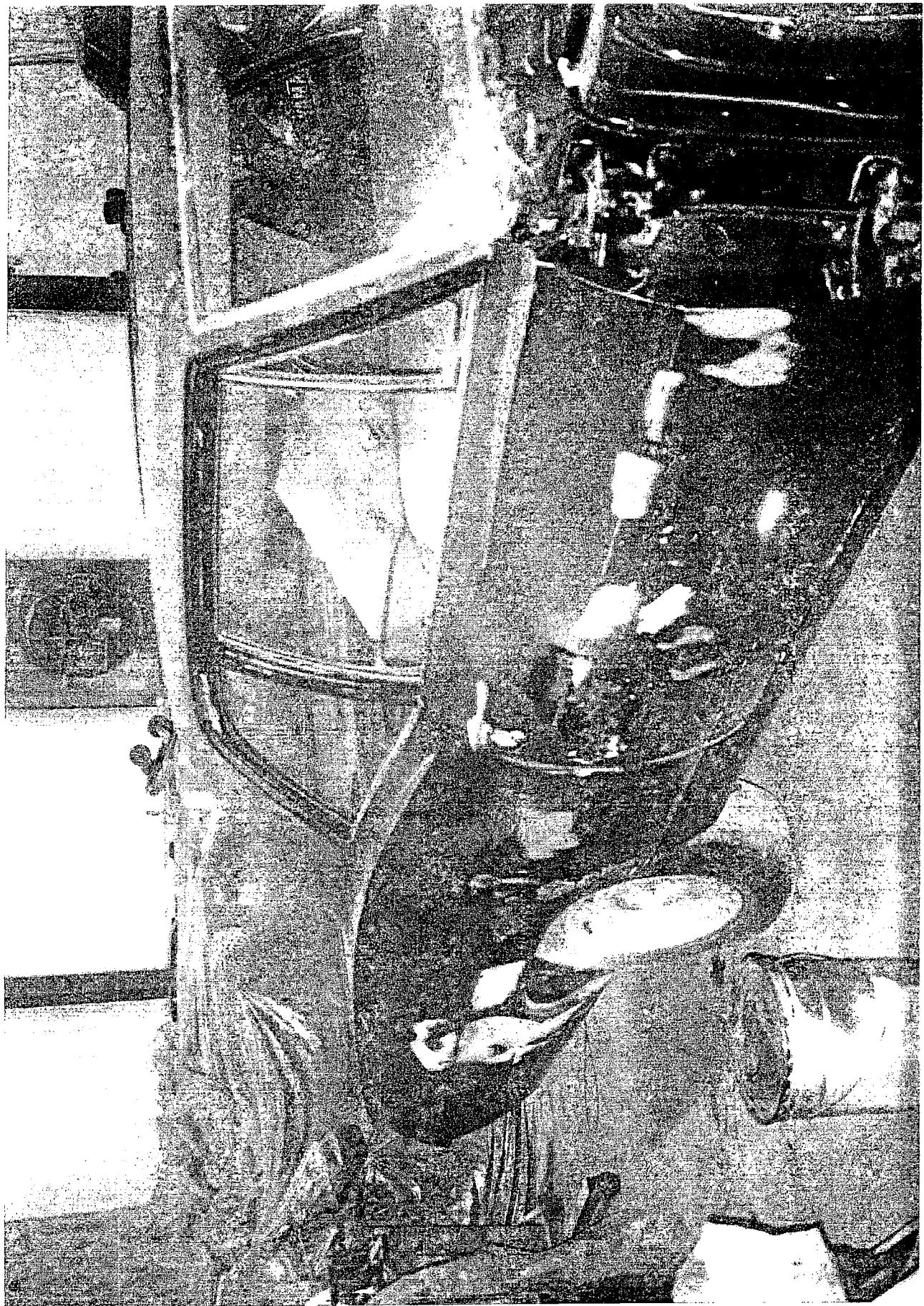
First-Class Mail, Postage Prepaid

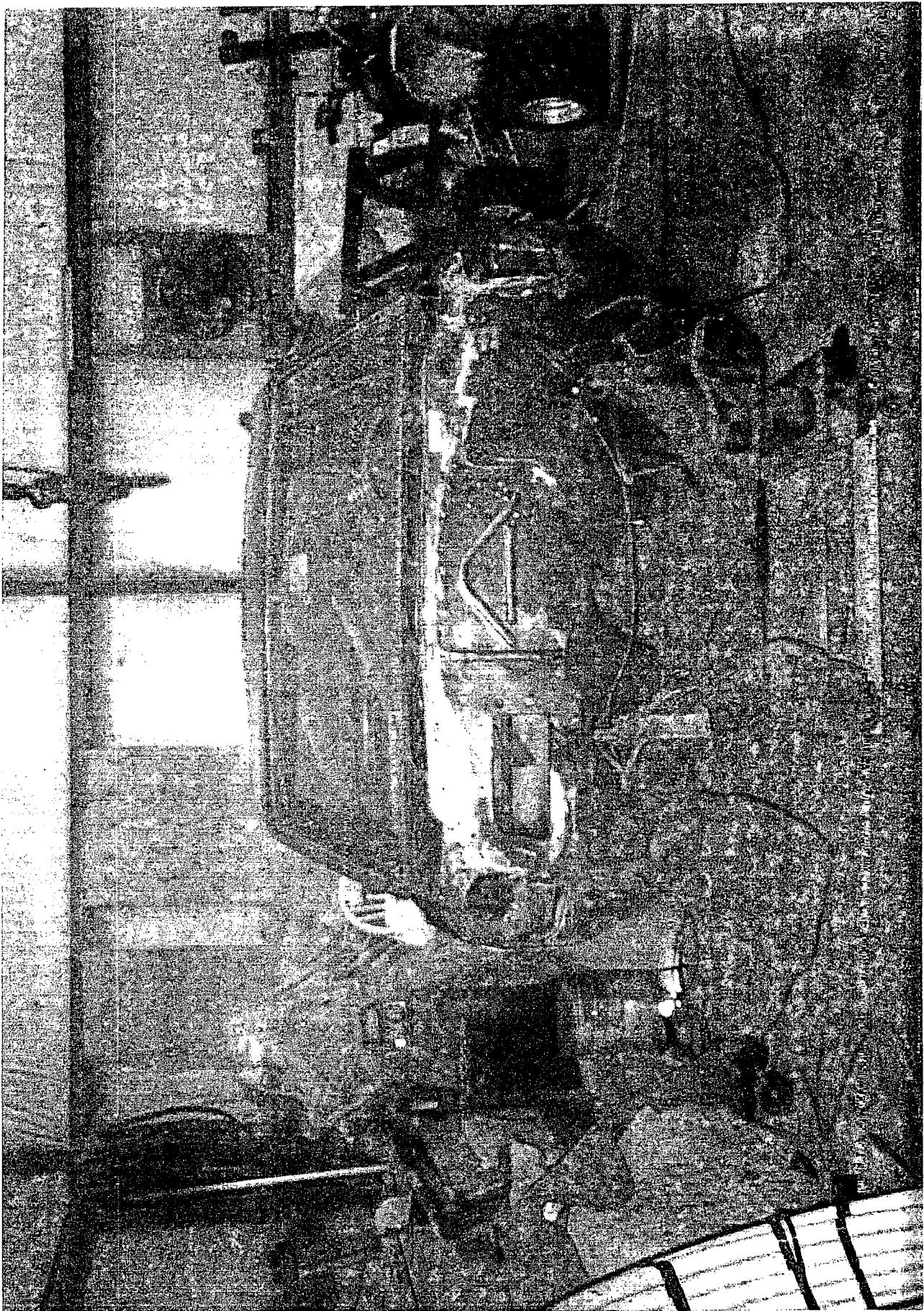
Andrew P. Gates, Esquire
GATES & SEAMAN
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

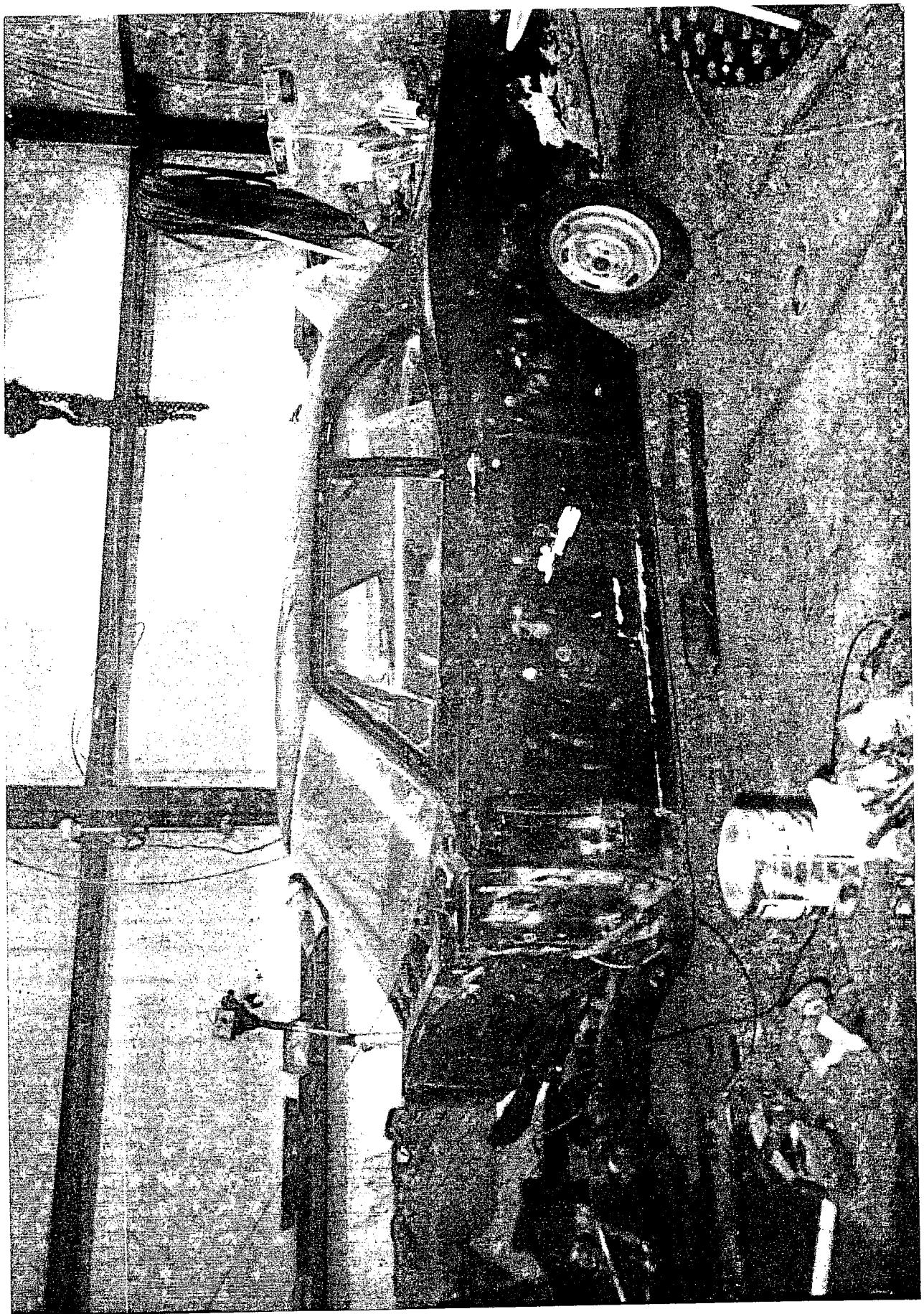
James A. Naddeo
James A. Naddeo, Esquire
Attorney for Defendant

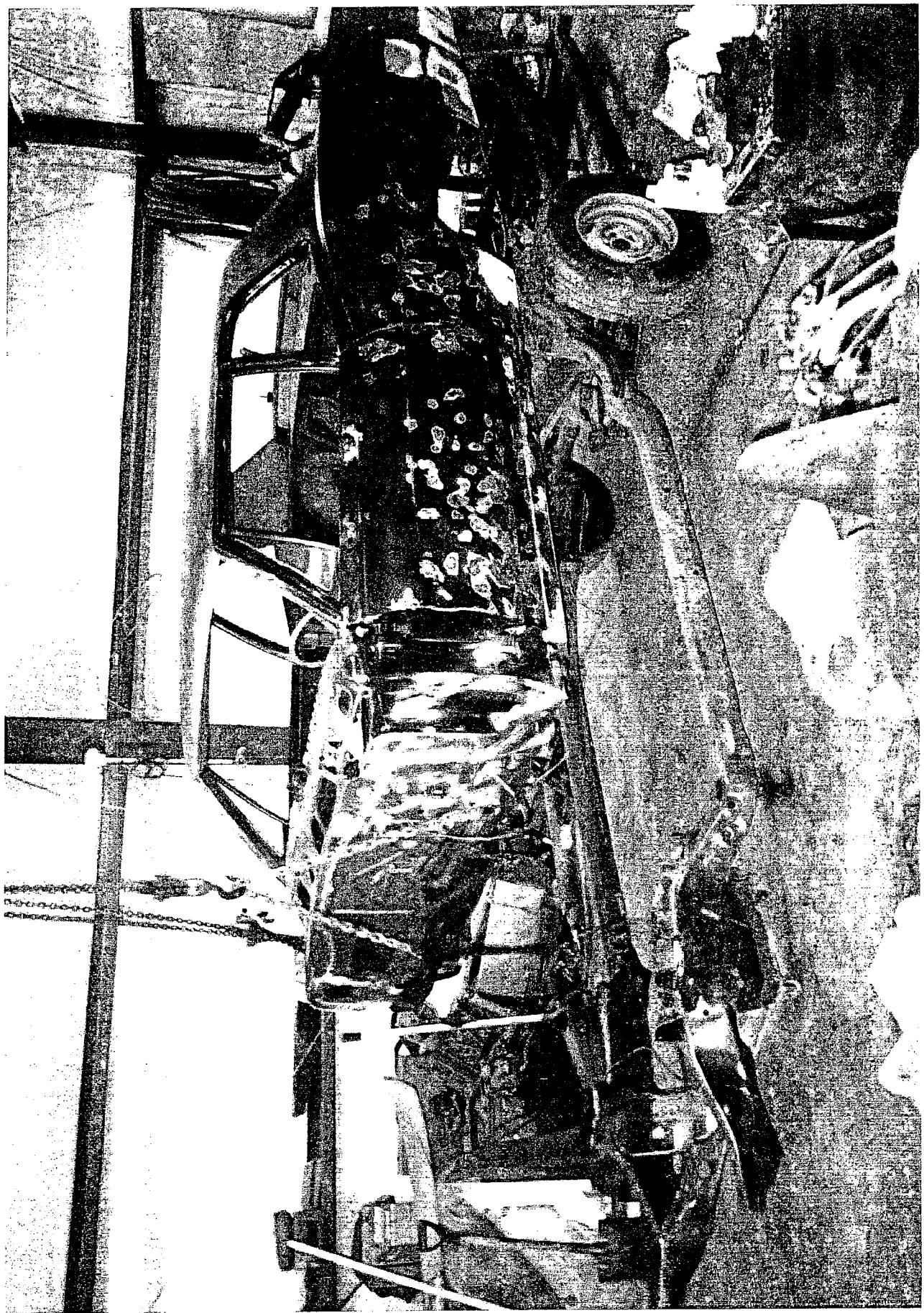


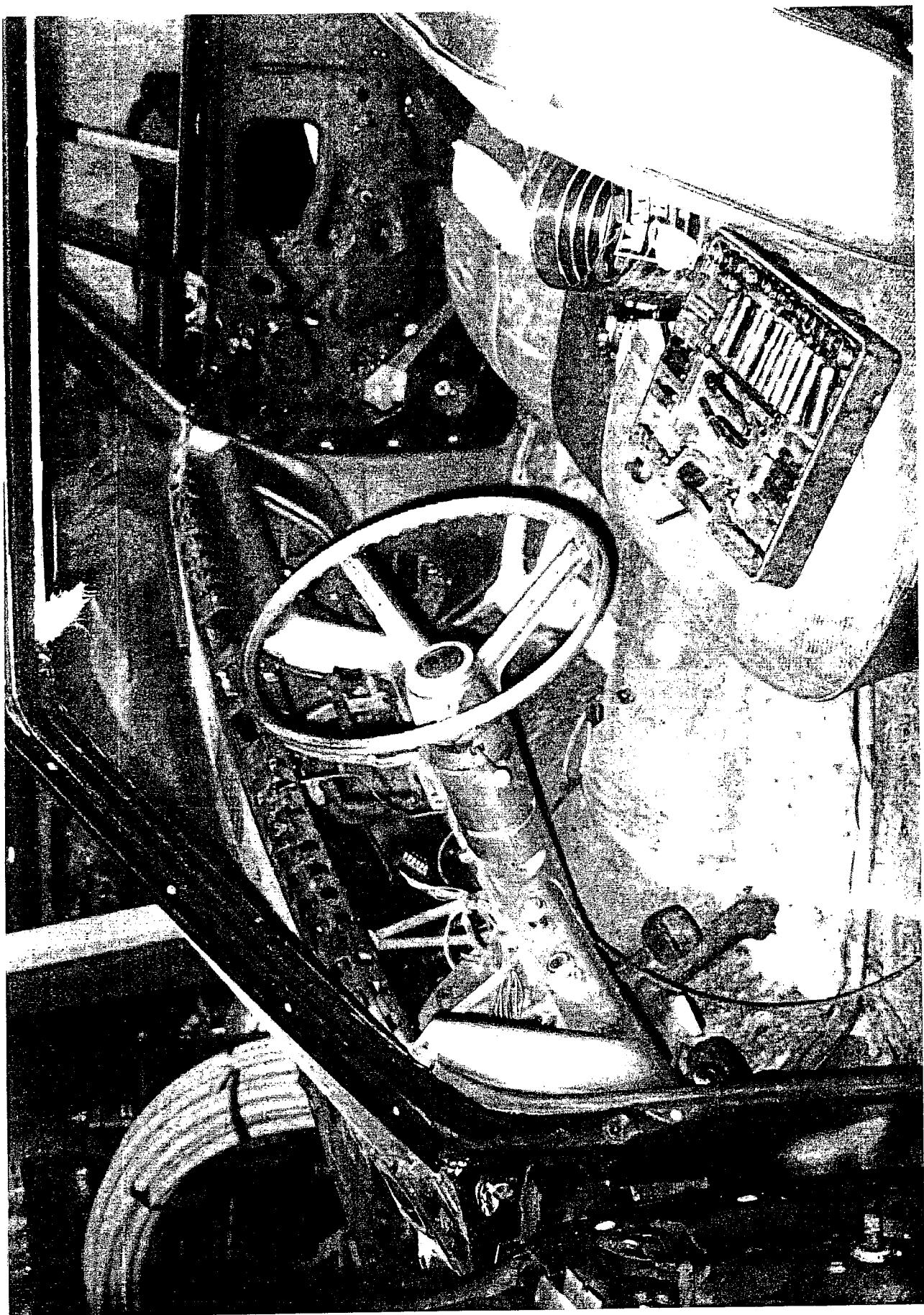


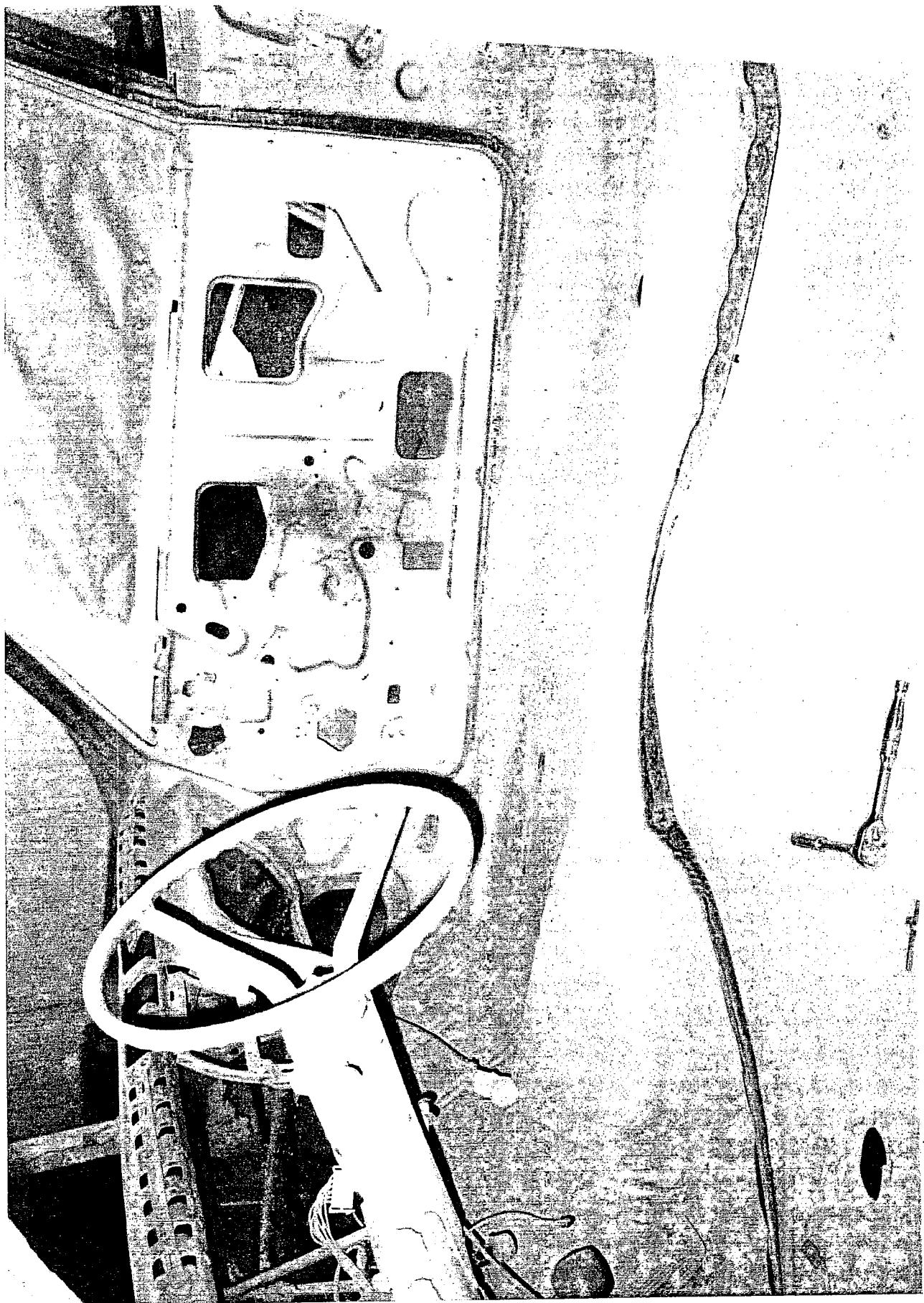


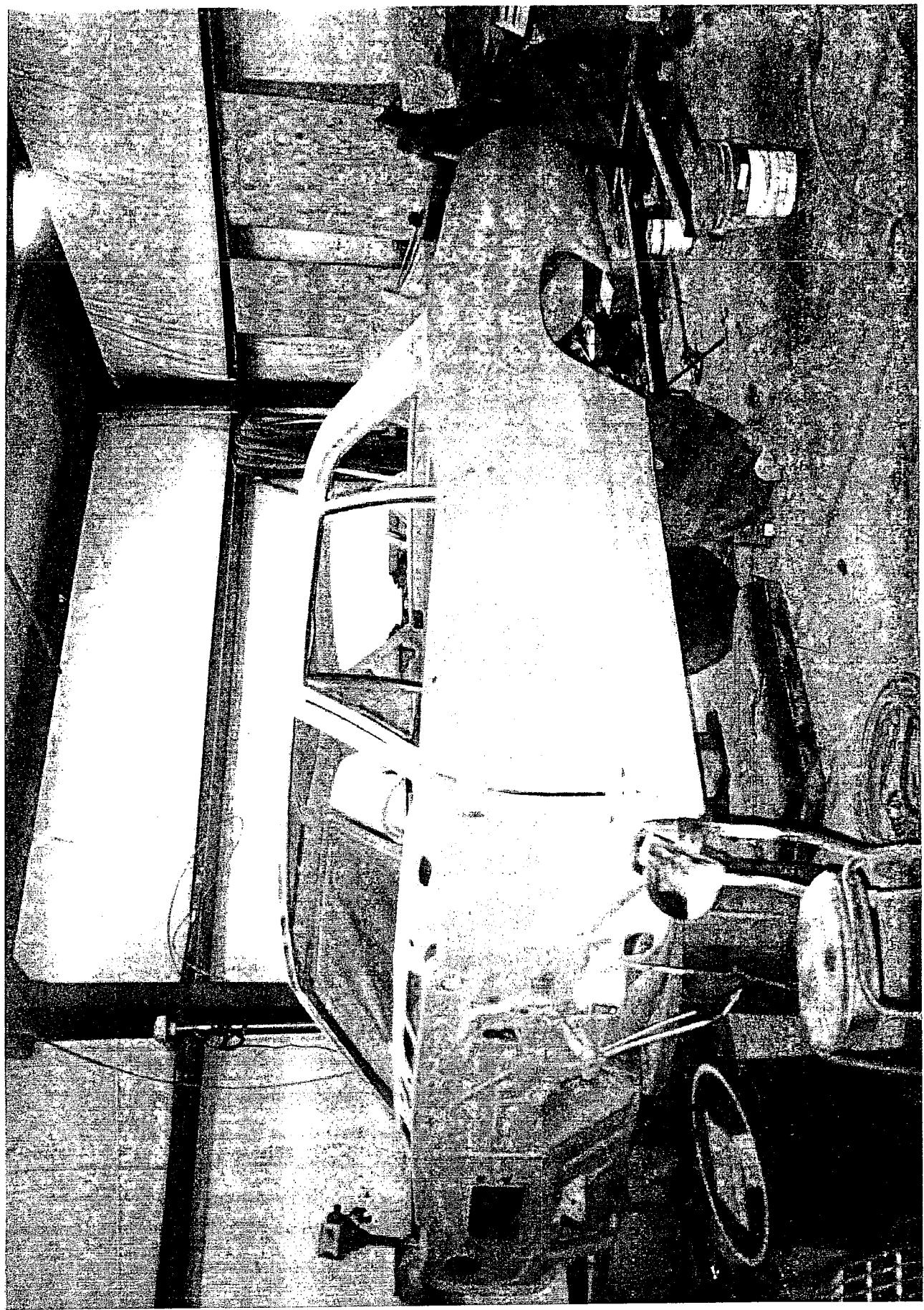


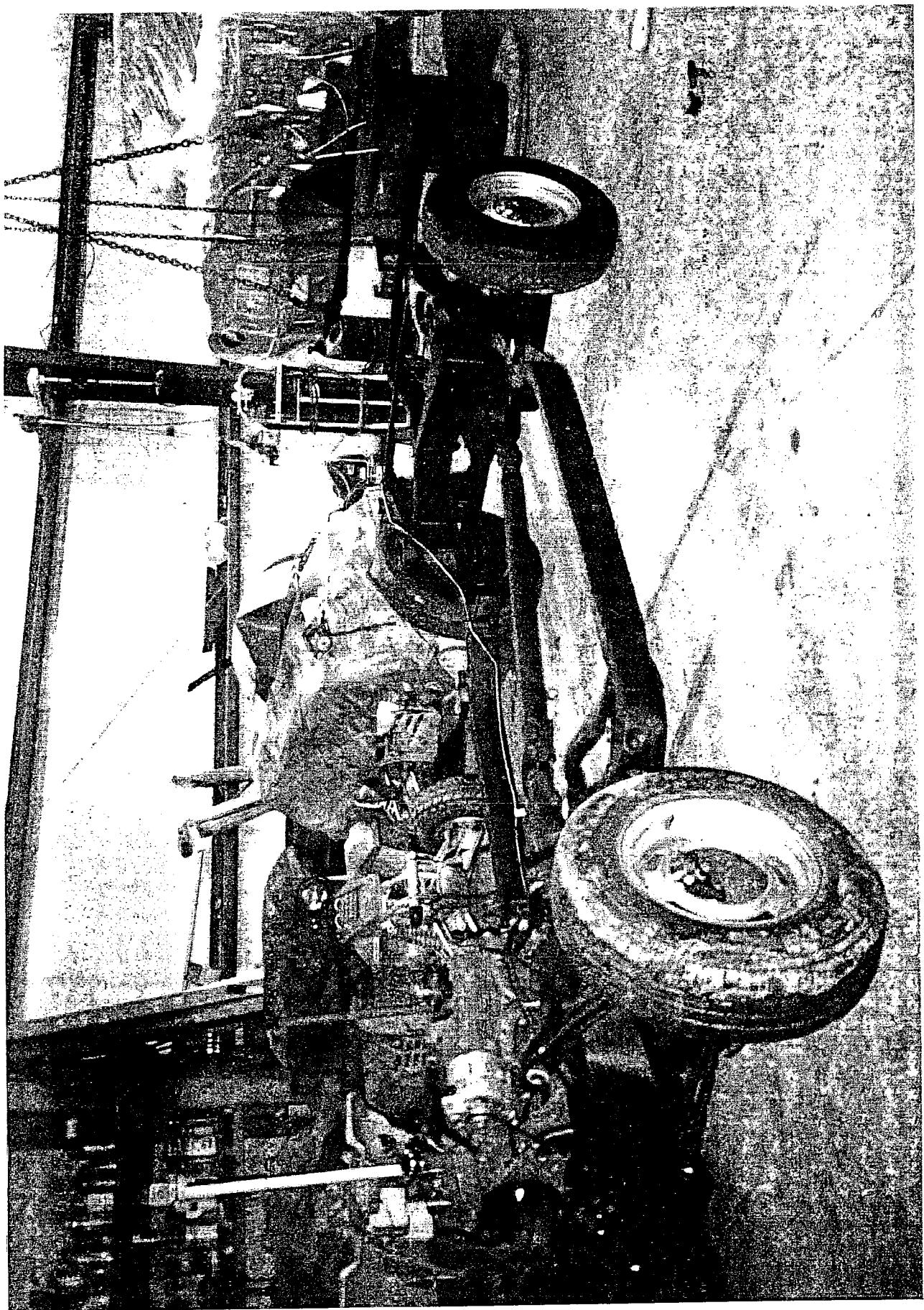


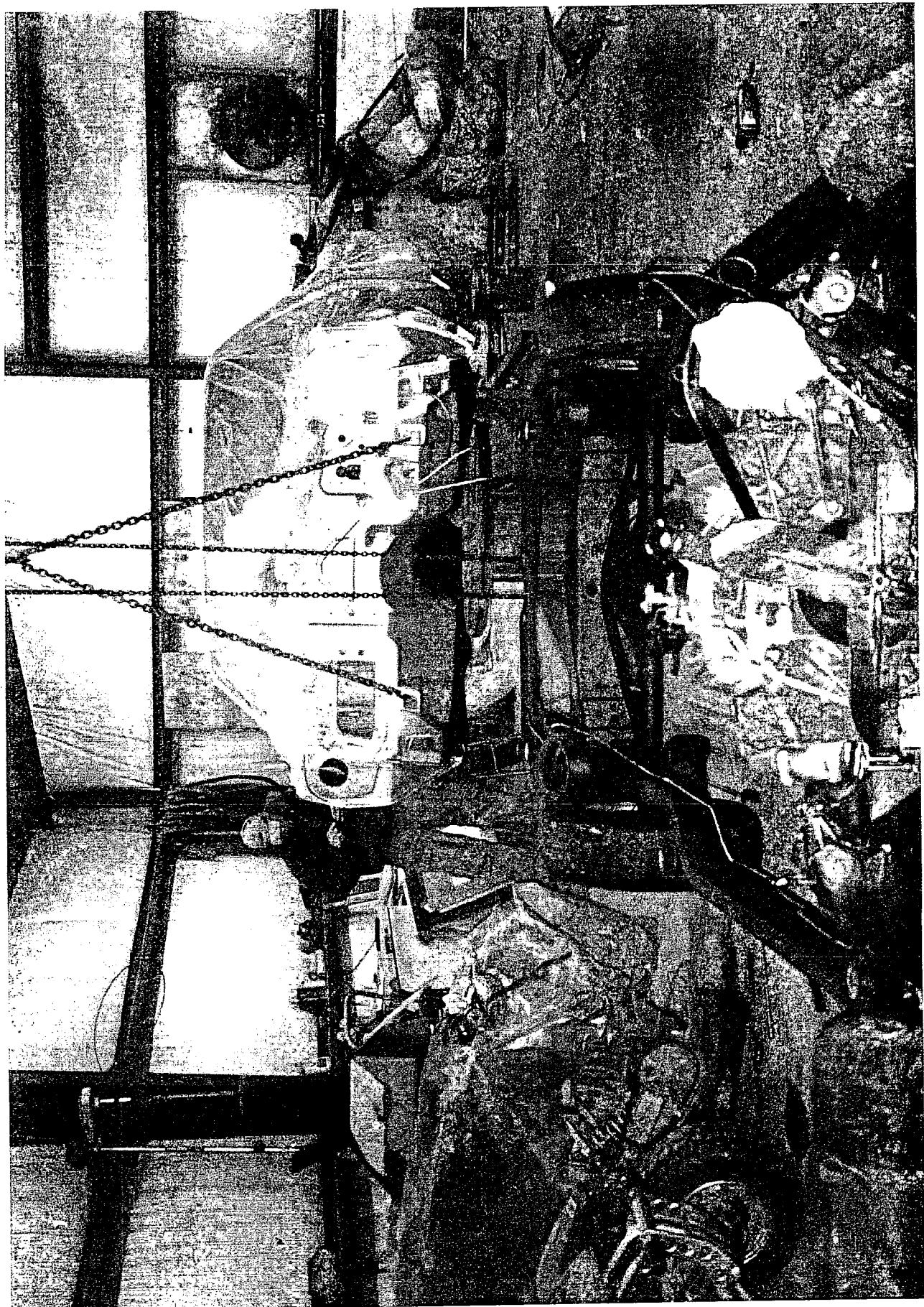


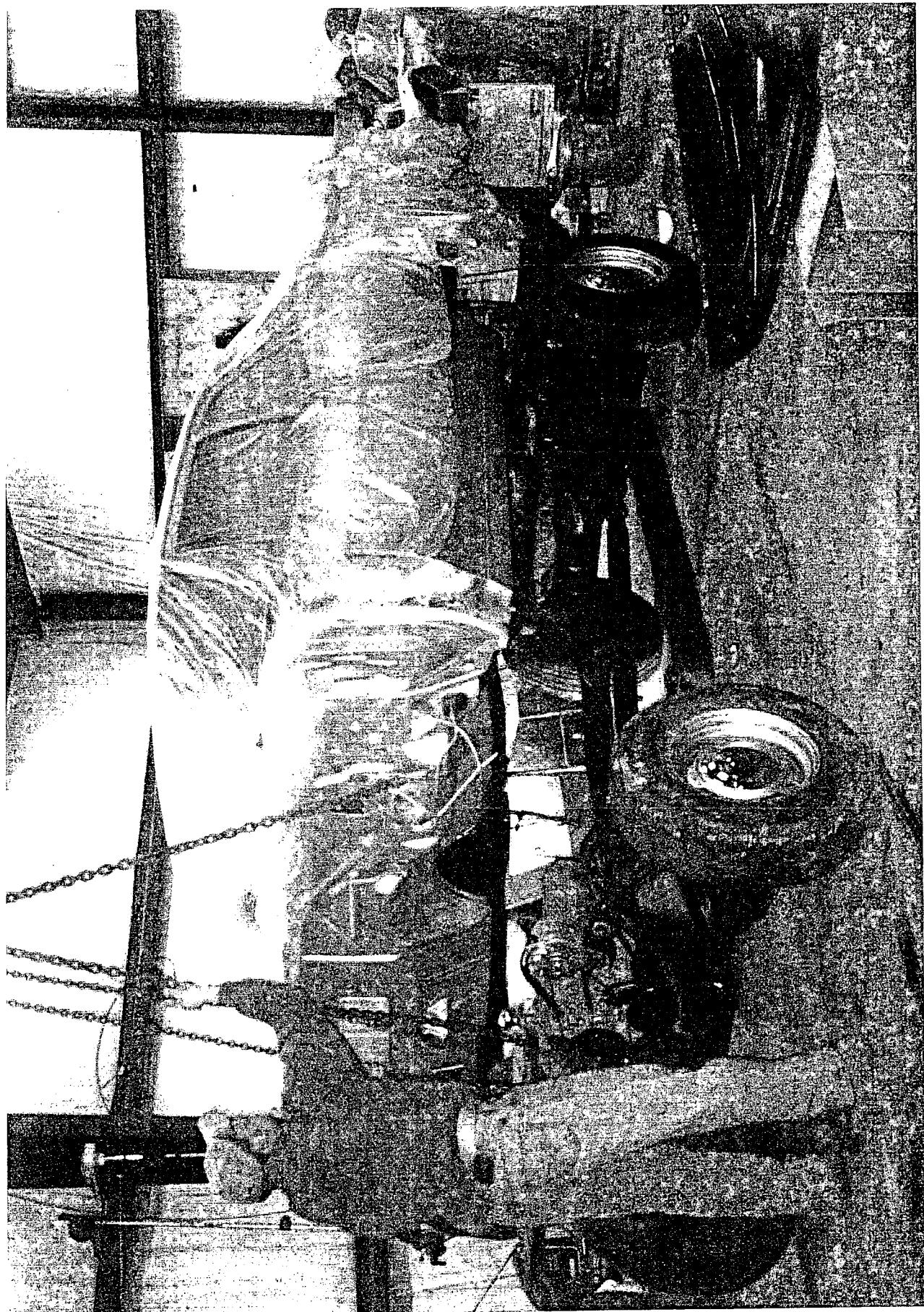


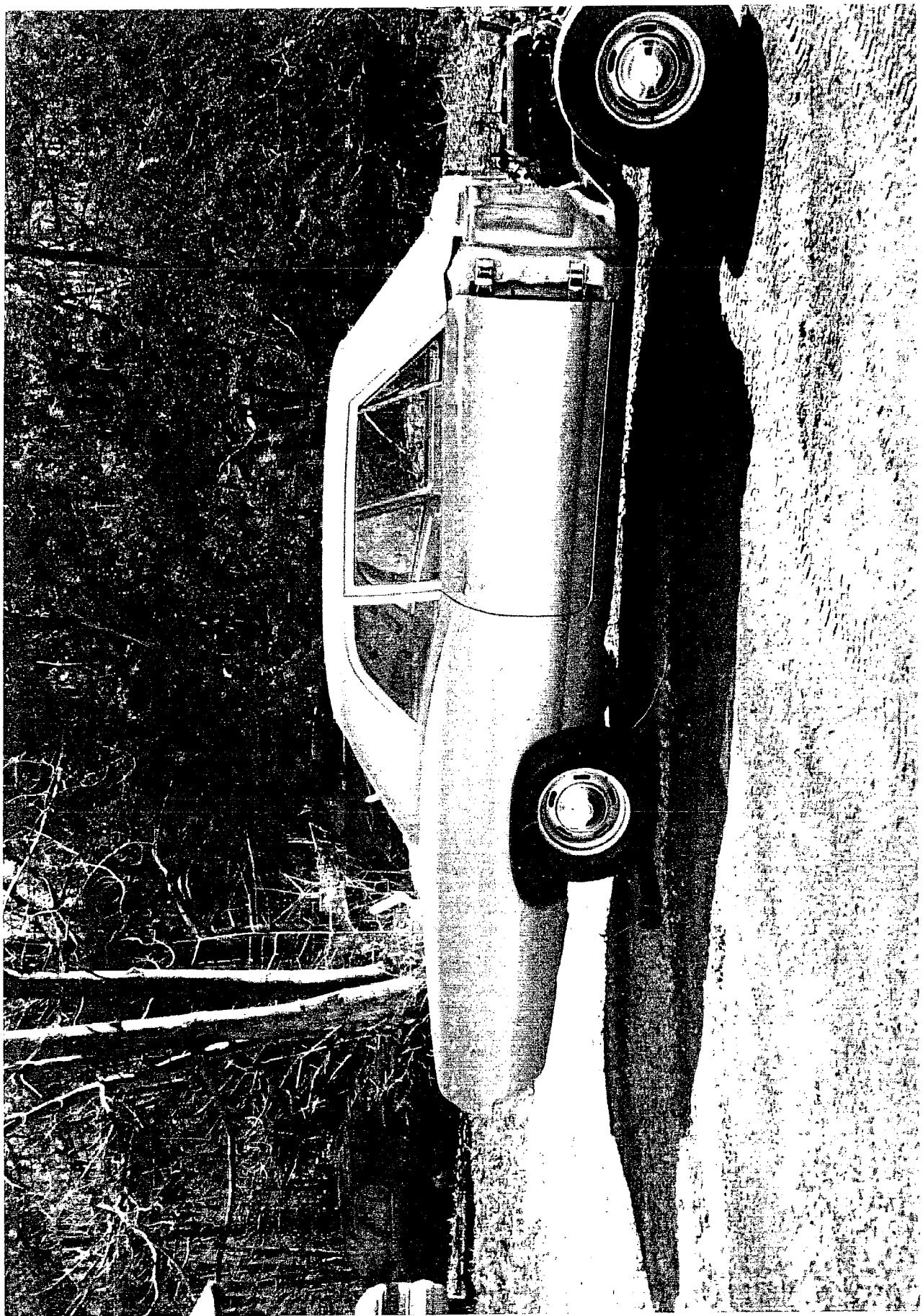


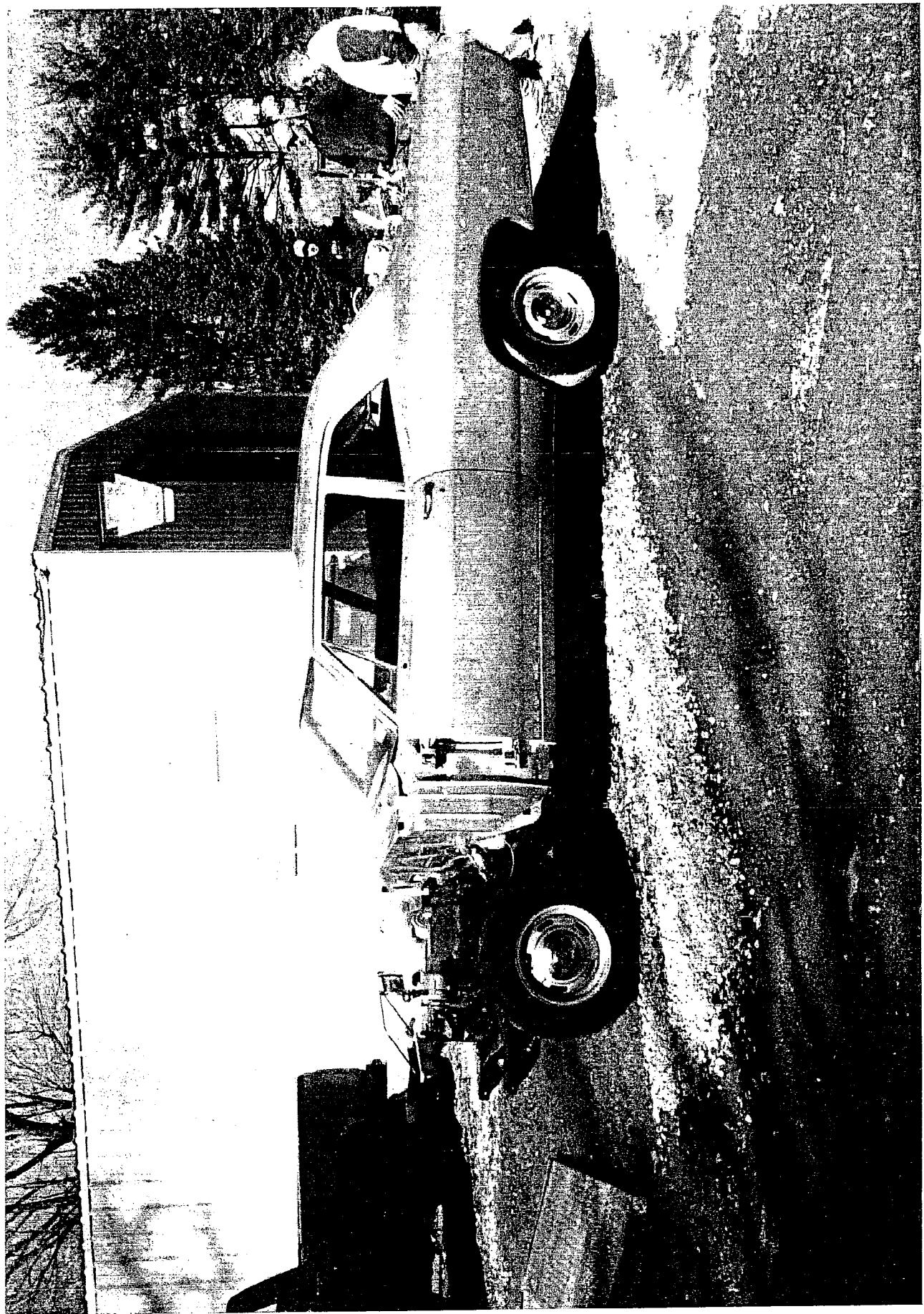


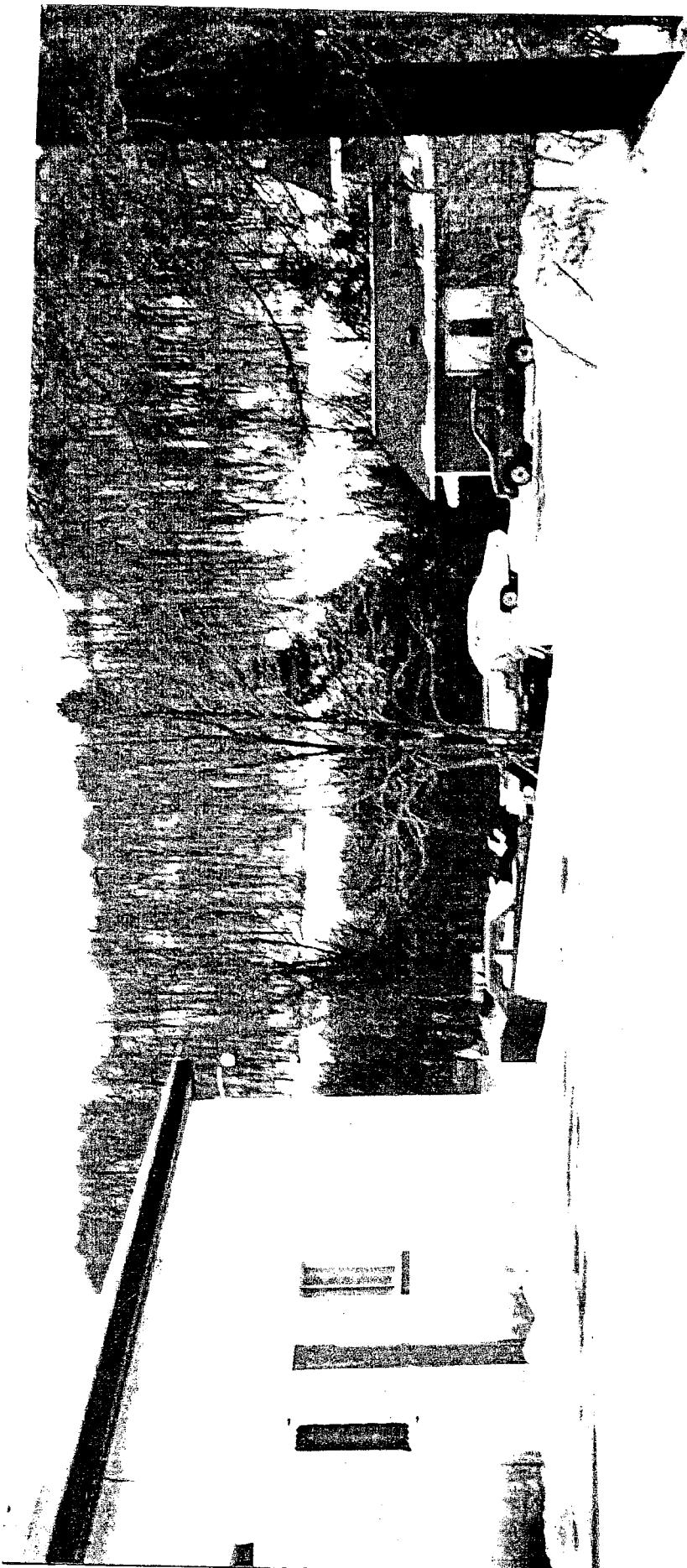








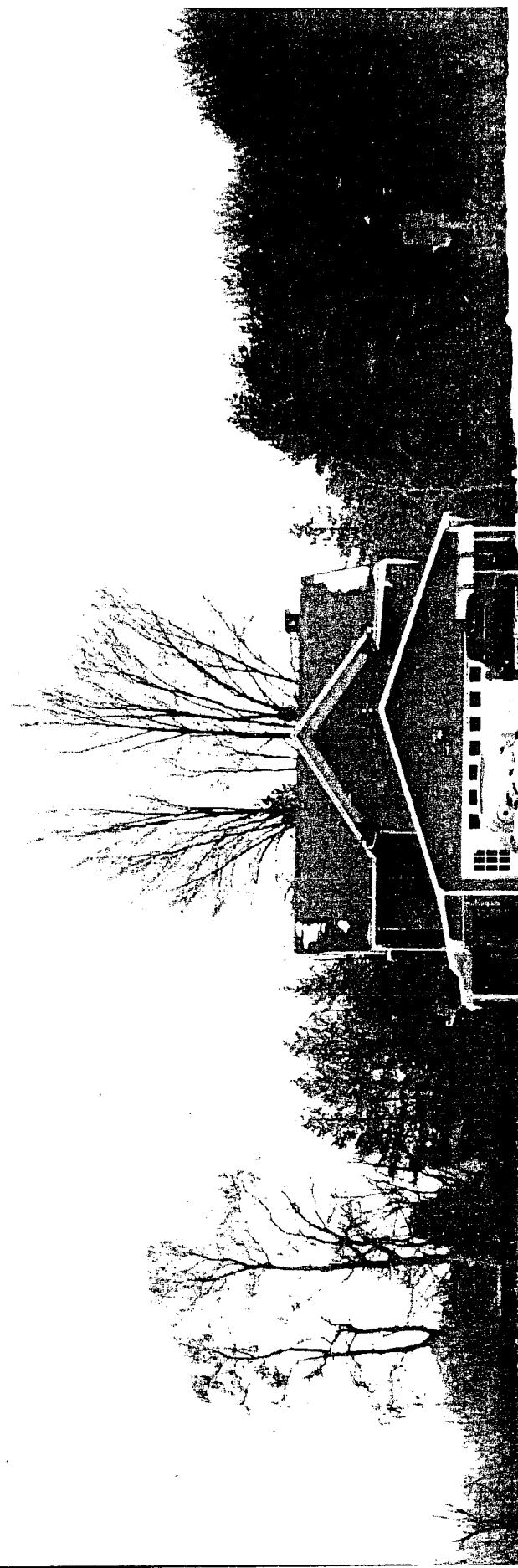




9/6/03



2/9/03









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

— Lap over margin —

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

William A. Lamkie

vs.

Robert D. Smith

Dawn Smith

No. 2003-00379-CD

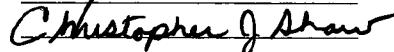
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 6th day of October, 2003, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

David S. Ammerman, Esquire


Chairman

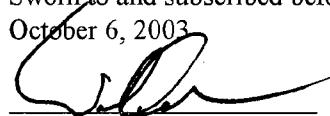
Kim C. Kesner, Esquire


Christopher J. Shaw

Christopher J. Shaw, Esquire

Sworn to and subscribed before me this
October 6, 2003

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


Prothonotary

OCT 06 2003

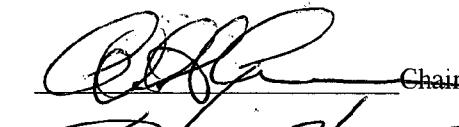
AWARD OF ARBITRATORS

Attest.

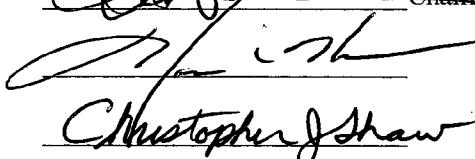
Now, this 6 day of October, 2003, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:


Prothonotary/
Clerk of Courts

judgment for Plaintiff against
Defendant in the sum of Two Thousand
(\$3000) Dollars.


FILED

Chairman


Christopher J. Shaw

OCT 06 2003

0/5;30/03

William A. Shaw
Prothonotary

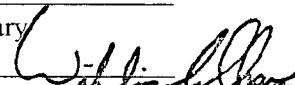
ENTRY OF AWARD

Now, this 7th day of October, 2003, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By


William A. Shaw

William A. Lamkie

Vs.

Robert D. Smith
Dawn Smith

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2003-00379-CD

NOTICE OF AWARD

TO: ROBERT D. SMITH

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 7, 2003 and have awarded:

Judgment for Plaintiff against Defendant in the sum of Two Thousand (\$2,000) Dollars.

William A. Shaw
Prothonotary
By _____

October 7, 2003

Date

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

William A. Lamkie

Vs.

Robert D. Smith Dawn Smith

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
No. 2003-00379-CD

NOTICE OF AWARD

TO: DAWN SMITH

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 7, 2003 and have awarded:

Judgment for Plaintiff against Defendant in the sum of Two Thousand (\$2,000) Dollars.

William A. Shaw
Prothonotary
By _____

October 7, 2003

Date

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

William A. Lamkie

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2003-00379-CD

Robert D. Smith Dawn Smith

NOTICE OF AWARD

TO: WILLIAM A. LAMKIE

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 7, 2003 and have awarded:

Judgment for Plaintiff against Defendant in the sum of Two Thousand (\$2,000) Dollars.

William A. Shaw

Prothonotary

By _____

October 7, 2003

Date

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

William A. Lamkie

Vs.

Robert D. Smith Dawn Smith

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
No. 2003-00379-CD

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 7, 2003 and have awarded:

Judgment for Plaintiff against Defendant in the sum of Two Thousand (\$2,000) Dollars.

William A. Shaw
Prothonotary
By _____

October 7, 2003

Date

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

William A. Lamkie

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2003-00379-CD

Vs.

Robert D. Smith Dawn Smith

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 7, 2003 and have awarded:

Judgment for Plaintiff against Defendant in the sum of Two Thousand (\$2,000) Dollars.

William A. Shaw
Prothonotary
By _____

October 7, 2003

Date

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

William A. Lamkie

Vs.

Robert D. Smith Dawn Smith

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
No. 2003-00379-CD

NOTICE OF AWARD

TO: ANDREW P. GATES

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 7, 2003 and have awarded:

Judgment for Plaintiff against Defendant in the sum of Two Thousand (\$2,000) Dollars.

William A. Shaw
Prothonotary
By _____

October 7, 2003

Date

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

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

ea FILED

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0712057 W
William A. Shaw
Prothonotary/Clerk of Courts

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COPY TO C/A ~~as~~

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

WILLIAM A. LAMKIE, :
Plaintiff : No. 03- 379 - CD

-vs-

ROBERT D. SMITH, :
Defendant :

PRAECIPE

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly mark the above-captioned matter as "Settled,
Discontinued and Ended".

GATES & SEAMAN
By:



Andrew P. Gates, Esquire
Attorney for Plaintiff,
William A. Lamkie

Date: November 6, 2003

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

William A. Lamkie

vs.

No. 2003-00379-CD

Robert D. Smith

Dawn Smith

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 6, 2003, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$\$105.00 have been paid in full by Atty. Naddeo \$85.00-Atty. Gates \$20.00.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of November A.D. 2003.

William A. Shaw, Prothonotary



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

June 2, 2003

Andrew P. Gates, Esquire
Gates & Seaman
Post Office Box 486
Clearfield, PA 16830

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: WILLIAM A. LAMKIE

vs.

ROBERT D. SMITH
No. 03-379-CD

Dear Counsel:

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

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

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

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

Very truly yours,

Marcy Kelley
Marcy Kelley

Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

June 12, 2003

Andrew P. Gates, Esquire
Gates & Seaman
Post Office Box 486
Clearfield, PA 16830

James A. Naddeo, Esquire
Attorney at Law
Post Office Box 552
Clearfield, PA 16830

RE: WILLIAM A. LAMKIE

vs.

ROBERT D. SMITH
No. 03-379-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Wednesday, August 20, 2003 at 1:00 P.M. The following have been appointed as Arbitrators:

Dwight L. Koerber, Jr., Esquire, Chairman
R. Denning Gearhart, Esquire
Gary A. Knaresboro, Esquire

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

Very truly yours,
Marcy Kelley
Marcy Kelley
Deputy Court Administrator

cc: Dwight L. Koerber, Jr., Esquire
R. Denning Gearhart, Esquire
Gary A. Knaresboro, Esquire