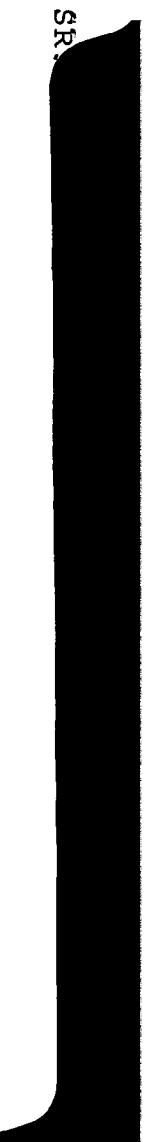


03-699-CD
WALLACE TRANSPORTATION, INC. vs. JAMES M. WALLACE, SR.



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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

*

-vs-

*

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

* Docket No. 03-689-CJ

*

*

Type of pleading:
Complaint

Filed on behalf of:
Plaintiff:
Wallace Transportation, Inc.,
a Pennsylvania Corporation

Counsel of record for
this party:
LAW OFFICES OF DWIGHT L.
KOERBER, JR., ESQUIRE

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

FILED

MAY 09 2003

William A. Shaw
Prothonotary

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

*

-vs-

*

Docket No.

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

*

*

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
Telephone: (814)765-2641 Ext. 5982

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

Wallace Transportation, Inc., a Pennsylvania Corporation Plaintiff	*
-vs-	*
James M. Wallace, Sr. and Betty Lou Wallace Defendants	Docket No: *

COMPLAINT

COMES NOW, Plaintiff, Wallace Transportation, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire, and avers as follows:

1. Plaintiff is Wallace Transportation, Inc., a Pennsylvania Corporation incorporated on or about April 2, 1997.
2. Plaintiff has an address of 532 Peterbilt Lane, Bradford Township, Clearfield County, Woodland, Pennsylvania 16881.
3. Defendants are James M. Wallace, Sr. and Betty Lou Wallace, husband and wife, who have an address of 432 Peterbilt Lane, Bradford Township, Clearfield County, Woodland, Pennsylvania 16881.
4. Plaintiff is a trucking company, providing service as a motor common carrier with operating authority issued by the Pennsylvania Public Utility Commission and the

Federal Motor Carrier Safety Administration (formerly the Interstate Commerce Commission).

5. Plaintiff has approximately eight company owned trucks and thirty-two leased trucks as part of its operations.

6. Plaintiff's business has approximate daily revenues of twenty thousand (\$20,000) dollars per day.

COUNT I
PRELIMINARY INJUNCTION

7. The previous paragraphs are incorporated by reference as though set forth in full.

8. In order to coordinate its operations, Plaintiff currently has materials, equipment, and supplies located in a garage owned by Defendants at Peterbilt Lane, Bradford Township. Attached hereto as Exhibit A is a list of said property.

9. Plaintiff has an oral lease with Defendants permitting it to use the garage.

10. Plaintiff has leased the garage from Defendants for approximately the last six years.

11. Plaintiff currently pays rent for the use of the garage to the Defendants in the amount of six hundred (\$600.00) dollars per month.

12. Plaintiff has faithfully paid its rental obligations and currently is paid through the month of May, 2003.

13. The garage is located at Peterbilt Lane, Bradford Township, in Clearfield County adjoining the headquarters of Plaintiff at 532 Peterbilt Lane.

14. The garage is approximately 40 feet by 75 feet.

15. The materials, equipment, and supplies in the garage are the property of Plaintiff.

16. The value of the property is \$33,600.00. Attached hereto as Exhibit A is a list of items and values of same.

17. Defendants have wrongfully prevented Plaintiff access to the garage, thereby preventing Plaintiff from access and use of its materials, equipment, and supplies.

18. Without adequate reason or excuse, Defendants have maliciously prevented anyone from the Plaintiff's corporation from entering the garage.

19. Plaintiff has been denied access to the garage, and its materials, equipment and supplies located therein since May 8, 2003.

20. Access to the property, currently located in the garage, is essential to the operations of the Plaintiff.

21. Without the use of the materials, equipment, and supplies located in Defendants' garage, the operations of the Plaintiff will be effectively shut down.

22. Plaintiff is losing business because of the Defendants' inexcusable denial of access to the garage.

23. Plaintiff's ability to service its accounts is jeopardized by Defendants' failure to honor their contractual obligations for the garage.

24. In preventing Plaintiff's access to its property, Defendants' acted and continue to act in bad faith.

25. It is difficult, if not impossible, to quantify the damages of the Plaintiff, as the harm is both economic and non-economic.

26. Plaintiff is suffering harm to goodwill, damage to reputation, etc., caused from the inability to operate the business due to the Defendants' unreasonable conduct.

27. Plaintiff has a clear right to relief, as Defendants are denying access to the Plaintiff to the Plaintiff's property, which is located in the garage pursuant to a valid oral lease agreement.

28. Plaintiff has an immediate need for relief in that its access to the materials, equipment and supplies located in the Defendants' garage is pivotal to the operation of the business and without access the business cannot effectively operate.

29. Plaintiff needs a preliminary injunction because it is suffering irreparable injury due to the deprivation of its personal property essential to its business by the Defendants.

30. Plaintiff seeks the extraordinary relief set forth herein as it suffers more than economic harm and monetary damages do not adequately cover its loss.

31. Furthermore, Plaintiff's need for a preliminary injunction against the Defendants' conduct is an urgent necessity because the economic and non-economic damages increase as long as it does not have access to its property in the garage.

32. The Defendants' have already been paid for May's rent and will not be harmed by the granting of a preliminary injunction in favor of the Plaintiff.

33. Plaintiff respectfully requests that the Court enter an Order precluding the Defendants' from preventing access to the Plaintiff, through its mechanics and/or employees, to the garage for a period of time from the date of the order through May 31, 2003.

34. In order to minimize potential problems, James M. Wallace, Jr., President of Plaintiff will not come on to the premises of Defendants throughout the remaining portion of the lease, which is now in effect.

WHEREFORE, Plaintiff prays for this Honorable Court to enter an Order granting the preliminary injunction against Defendants, attorney's fees and costs, and other such relief as the court deems equitable and just.

COUNT II
BREACH OF CONTRACT AND PERMANENT RELIEF

35. The prior paragraphs are incorporated by reference as though set forth in full.

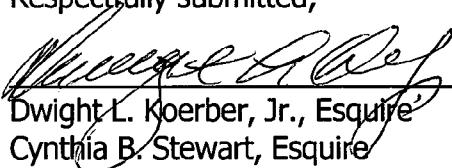
36. Plaintiff requests access to the garage for the period of the month of May, for which it paid rent.

37. Although difficult to quantify, the economic harm to the Plaintiff is in excess of thousands of dollars per day, which is a direct result from not being able to access the garage.

38. Defendants' conduct in preventing Plaintiff to have access to the garage it has rented from Defendants is malicious and vexatious so as to entitle Plaintiff to attorney's fees.

WHEREFORE, Plaintiff prays for this Honorable Court to enter an Order granting relief in favor of the Plaintiff and against Defendants, and award attorney's fees and costs, and other such relief as the court deems equitable and just.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorney for Plaintiff:
Wallace Transportation, Inc.

VERIFICATION

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

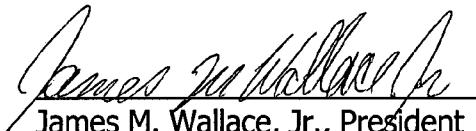

5-9-03
James M. Wallace, Jr., President
Wallace Transportation, Inc.

EXHIBIT A

Attached hereto as Exhibit A is a list of items and values of same.

1,300 OIL TANK 350 GALLON
450 3/4 DRIVE AIR WRENCH
IR (2)
150 1 IR AIR WRENCH 1/2 INCH
100 ALL 3/4 AND 1/2 INCH SOCKET ADAPTORS
185 3/4 SNAP ON RATCHET
LONG HANDLE AND SHORT HANDLE
100 ALL CONTENTS OF WHITE CABINETS
250 BOLT BINS AND CONTENTS
250 ALL KAR PRODUCT CABINETS AND CONTENTS
300 SNAP ON WHEEL DOLLY
100 NATIONAL SEAL DRIVERS
3200 ALL TIRES AND WHEELS
450 ALL 4 INCH STRAPS
200 ALL BUNGEE STRAPS
200 ALL CHAINS
200 ALL BINDERS (SNAP AND RATCHET)
750 ALL BOXED ROLL PLASTIC
100 TIRE RACKS
100 HOT WATER TANK
50 WASH BASIN
40 HAND CLEANER
100 ALL TRAILER LIGHTS AND ACCESSORIES IN WHITE BIN CABINET
400 AIR JACK
25 ONE TIRE BAR
100 ONE BRASS TIRE REMOVER
100 ALL ALUMINUM AND STEEL WHEELS
100 ALL BRAKE SHOES
100 ALL PARTS UPSTAIRS IN LOFT
SEALS, MAXI CAMS, SHOCKS, BRAKE SHOES, OIL FILTERS, FENDERS,
WIPERS, WINDSHIELDS, AIR VALVES, STUDS, NUTS, AIR BAGS, ALL
GENERAL TRUCK PARTS
50 REFRIGERATOR
10 COFFEE POT
10 RADIO
10 MIRROR BRACKETS
50 TIME CLOCK
50 PARTS BOOKS
100 MAINTENANCE RECORDS
50 MEDICINE CABINET
50 TIRE CAGE
50 QUICK TIRE INFLATOR
650 TORQUE WRENCHES

6 GEAR OIL
10 SYNTHETIC OIL
15 TRANSMISSION OIL
10 HYDRAULIC OIL
10 GAS CANS
10 OIL CANS
5 USED OIL RETRIEVER
DRAIN PAN
10 ALL SCRAP ALUMINUM AND STEEL
5 OUTSIDE BUILDINGS AND CONTENTS
5 GREASE
TOOLS

1000 MILLER ALUMINUM/MIG WELDER
2000 PLASMA CUTTER
100 WELDING RODS
X WELDING MASK
75 TORCHES AND GAUGES
50 AIR HOSES
150 WATER AIR HOSES
250 AIR LINES
250 ALL FITTINGS

500 220 Electric extension cord

Freightliner Water 2500
Stone Pile outside 500
Lodder Bucket 500s
Bulk Fuel Tank 250
Freightliner Cab 50
Truck Stencils 10
Truck Stencil & Lumber Tape 1000
Truck Signs Weight Stickers 150
Truck numbers

1) Picture Water

Stone Pile outside

London Bucket

Bulk Fuel Tank

Freightliner Cab

Truck Stencils

Tire Sticker number Tag

3. Truck Signs Weight Stickers

Truck numbers

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Wallace Transportation, Inc.,
A Pennsylvania Corporation
PLAINTIFF

vs.

James M. Wallace, Sr. and
Betty Lou Wallace
DEFENDANTS

COMPLAINT

4CC
019-4861
MAY 10 1983
Aug Koerber
Atty pd. 85.00

Willie M. Koerber
Prothonotary

LAW OFFICE
DWIGHT KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

CA

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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

-vs-

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

*
*
* Docket No.

03-699-C0

FILED

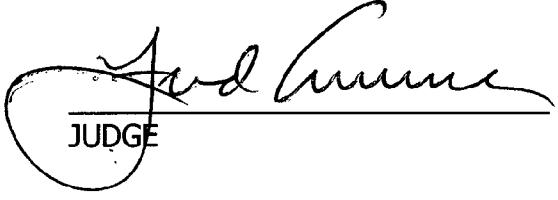
MAY 09 2003

William A. Shaw
Prothonotary

ORDER

NOW, this 9th day of May, 2003, upon consideration of the Plaintiff's request for a preliminary injunction and the exigencies set forth therein, the Court is satisfied that immediate and irreparable injury has occurred and will continue before notice can be given or hearing held. Therefore, it is the Order of this Court that the Plaintiff's request for a preliminary injunction is hereby granted and Defendants are directed to cease and desist and abstain and refrain from interfering with Plaintiff's use of the garage, which Defendants have leased to the Plaintiff, located at Peterbilt Lane, Bradford Township, Clearfield County, Woodland, Pennsylvania 16881. Plaintiff is directed to file a cash bond with the Prothonotary forthwith in the amount of \$5,000.00. Hearing shall be held on the preliminary injunction on the 16th day of May, 2003, at 8:30 o'clock am/~~pm~~ in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT:


JUDGE

FILED

4CC

10:19-61
MAY 09 2003

Atty Stewart

\$5,000 Prejudgment
Expenditure
Attorney's
Lodging

William A. Shaw
Prothonotary

2003- 699-CD

DWIGHT L. KOERBER, JR.
ATTORNEY AT LAW

IOLTA ACCOUNT

110 N. SECOND ST P O BOX 1320, PH 814-765-9611
CLEARFIELD, PA 16830-1320

1823

60-627/313

DATE May 9, 2003

PAY
TO THE
ORDER OF Prothonotary of Clearfield County

\$ 5,000.00

DOLLARS



Five thousand and 00/00

CNB
COUNTY NATIONAL BANK
MAIN OFFICE, CLEARFIELD, PA

FOR Cash bond - Wallace Transport

1001823 10313062781 1513704

Dwight L. Koerber

Deposited in Fischer Account

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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

*

-vs-

*

Docket No. 03-699-CD

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

*

*

Type of pleading:
Petition for Contempt of Court

Filed on behalf of:
Plaintiff:
Wallace Transportation, Inc.,

Counsel of record for
this party:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

Cynthia B. Stewart, Esquire
PA I.D. No: 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

MAY 13 2003

William A. Shaw
Prothonotary

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

Wallace Transportation, Inc., a Pennsylvania Corporation Plaintiff	*
-vs-	*
James M. Wallace, Sr. and Betty Lou Wallace Defendants	Docket No. 03-699-CD
	*
	*

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
Telephone: (814)765-2641 Ext. 5982

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

Wallace Transportation, Inc., a Pennsylvania Corporation Plaintiff	*
-vs-	*
James M. Wallace, Sr. and Betty Lou Wallace Defendants	Docket No. 03-699-CD
	*
	*

PETITION FOR CONTEMPT OF COURT

COMES NOW, Wallace Transportation, Inc., by and through its attorneys, Cynthia B. Stewart, Esquire, and Dwight L. Koerber, Jr., Esquire, and file the within Petition seeking to have James M. Wallace, Sr. and Betty Lou Wallace held in Contempt of Court.

1. Petitioner is Wallace Transportation, Inc., Plaintiff in the above-referenced proceeding.
2. Plaintiff is a Pennsylvania Corporation residing at 532 Peterbilt Lane, Bradford Township, Clearfield County, Woodland, PA, 16881.
3. Respondents are James M. Wallace, Sr. and Betty Lou Wallace, husband and wife, who reside at 432 Peterbilt Lane, Bradford Township, Clearfield County, Woodland, PA, 16881.
4. On May 9, 2003, a preliminary injunction was granted at Plaintiff's request, ordering Defendants to cease and desist and abstain and refrain from interfering with

Plaintiff's use of a garage which they had leased from Defendants, located at Peterbilt Lane, Bradford Township, Clearfield County, Woodland, PA, 16881.

5. Attached hereto as Appendix A is a true and correct copy of the Preliminary Injunction Order issued in this matter.

6. On or about noon of May 9, 2003, the Sheriff of Clearfield County served upon the Defendants a certified copy of the Complaint for injunctive relief and a certified copy of the Preliminary Injunction as entered on May 9, 2003.

7. Notwithstanding the fact that the Preliminary Injunction was issued, Defendants have knowingly, repeatedly and maliciously violated the Preliminary Injunction by taking the following actions:

(a) On May 9, 2003 (Friday), Defendants directed the mechanics employed by Wallace Transportation, Inc. that were using the said garage to complete their work and vacate the offices by 4:30 p.m. The employees for Plaintiff did so, so as to avoid a major altercation.

(b) On May 10, 2003 (Saturday), from 8:00 a.m. to Noon, Defendants permitted Plaintiff's employees to have access to the garage, but required them to leave at Noon. The employees for Plaintiff did so, so as to avoid a major altercation.

(c) On May 11, 2003 (Sunday), no one was permitted into the garage.

(d) On May 12, 2003 (Monday), Plaintiff's employees were not able to get into the garage.

(e) On or about May 10, 2003 (Saturday), Defendants changed the locks on the garage and refused to give keys to Plaintiff, thereby barring Plaintiff access to the garage.

8. In the incidents outlined in paragraph 7 above, Defendants locked the door to the garage, directed the Plaintiff's employees to leave, and took such action knowing it to be in direct violation of the terms of the May 9, 2003 Preliminary Injunction.

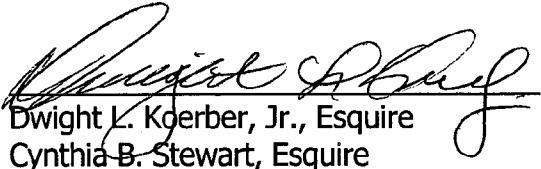
9. Plaintiff seeks to have the Defendants found in Contempt of Court, and appropriate sanctions awarded, including monetary damages and other relief as is appropriate to insure compliance with this Honorable Court's Orders.

10. Plaintiff seeks an award of counsel fees to cover the cost of the preparation of this Petition, as the conduct of Defendants is clearly vexatious, dilatory, obstructive, and contemptuous.

11. Plaintiff requests that a hearing be held on its Petition for Contempt of Court on May 16, 2003 at 8:30 a.m., at the same time that a hearing is held on the Preliminary Injunction covered by the May 9, 2003 Order.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an Order granting the Petition for Contempt of Court against Defendants, award Plaintiff appropriate sanctions, counsel fees, and such other relief as the Court deems appropriate and just.

Respectfully submitted,


Dwight L. Koerber, Jr., Esquire
Cynthia B. Stewart, Esquire
Attorneys for Plaintiff:
Wallace Transportation, Inc.

APPENDIX A

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

Wallace Transportation, Inc., *
a Pennsylvania Corporation *
Plaintiff *

-vs- * Docket No. 03-699-CD

James M. Wallace, Sr. and *
Betty Lou Wallace *
Defendants

ORDER

NOW, this 9th day of May, 2003, upon consideration of the Plaintiff's request for a preliminary injunction and the exigencies set forth therein, the Court is satisfied that immediate and irreparable injury has occurred and will continue before notice can be given or hearing held. Therefore, it is the Order of this Court that the Plaintiff's request for a preliminary injunction is hereby granted and Defendants are directed to cease and desist and abstain and refrain from interfering with Plaintiff's use of the garage, which Defendants have leased to the Plaintiff, located at Peterbilt Lane, Bradford Township, Clearfield County, Woodland, Pennsylvania 16881. Plaintiff is directed to file a cash bond with the Prothonotary forthwith in the amount of \$5,000.00. Hearing shall be held on the preliminary injunction on the 16th day of May, 2003, at 8:30 o'clock am/~~pm~~ in Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT:

/s/ Fredric J. Ammerman

JUDGE

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

MAY 09 2003

Attest.

William B. Ammerman
Prothonotary/
Clerk of Courts

VERIFICATION

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

 5-12-03
James M. Wallace, Jr., President
Wallace Transportation, Inc.

FILED

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MAY 13 2003

William A. Shaw
Prothonotary

CA

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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

*

-vs-

*

Docket No. 03-699-CD

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

*

*

ORDER

NOW, this 13th day of May, 2003, upon consideration of the Petition for
Contempt of Court filed by Plaintiff, it is the Order and Decree of this Court that the
Defendants show cause why the Petition should not be granted and the relief requested
therein be granted. Rule Returnable and hearing thereon shall be held on the 16 day
of May, 2003 at 8:30 o'clock a.m./pm. in Courtroom No. 1 of the Clearfield
County Courthouse.

FILED

MAY 13 2003

BY THE COURT

JUDGE

William A. Shaw
Prothonotary

FILED

8:57 AM
MAY 13 2003

William A. Shaw
Prothonotary

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

WALLACE TRANSPORTATION, INC., :
a Pennsylvania Corporation :
Plaintiff :

vs. : No. 03-699-CD

JAMES M. WALLACE, SR. and : Type of Pleading:
BETTY LOU WALLACE, : ANSWER
Defendants :

: Filed on behalf of:
: DEFENDANTS

: Counsel of Record for
: this Party:
: John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED

MAY 13 2003

William A. Shaw
Prothonotary

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

WALLACE TRANSPORTATION, INC., :
a Pennsylvania Corporation :
Plaintiff :

vs. : No. 03-699-CD

JAMES M. WALLACE, SR. and :
BETTY LOU WALLACE, :
Defendants :

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW, come the defendants, James M. Wallace, Sr. and Betty Lou Wallace, who by and through its attorney, John R. Carfley, Esquire, responds to Plaintiff's Complaint in the following manner:

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

4. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

5. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

6. Denied. On the contrary it is averred that after

reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

COUNT I

PRELIMINARY INJUNCTION

7. The allegations of Defendant's Answer to the previous six paragraphs are incorporated herein by reference as fully as though set forth at length.

8. It is admitted that the plaintiff has stored certain materials, equipment and supplies located in a garage owned by the defendants at Peterbilt Lane, Bradford Township. It is denied that the attached list referred to as Exhibit A constitutes a list of property owned exclusively by the plaintiff, since many of the materials enumerated therein are subject to joint ownership or the individual ownership of the defendants. Insofar as relevant proof of legal ownership is demanded at time of trial.

9. It is admitted that plaintiff and defendants entered into an oral month to month lease allowing the plaintiff to use the garage under the normal conditions, requirements and statutory authority governing a Landlord/Tenant relationship.

10. It is admitted that the plaintiff has utilized the garage owned by the defendants for a period of time. It is denied that the occupancy of the premises throughout this period has always been subject to an oral lease agreement as the situation now exists.

11. Admitted. By way of further answer, however, it is

averred that prior to May of 2003, plaintiff occupied the leasehold premises at a reduced rate of \$400.00 per month and only increased the rental to \$600.00 effective May 1, 2003.

12. It is admitted that the plaintiff has currently paid the rental obligation through the month of May, 2003. By way of further answer it is averred that the remaining allegations of Paragraph 12 of Plaintiff's complaint are self-serving, immaterial and subject to proof at time of trial.

13. Admitted.

14. Admitted.

15. Denied for those reasons more fully set forth hereinabove in Paragraph 8, the specific provisions of which are incorporated herein by reference as fully as though set forth at length. By way of further answer it is averred that the legal ownership of the property is subject to dispute and proof at time of trial.

16. Denied for those reasons more fully set forth hereinabove in Paragraphs 8 and 15, the specific provisions of which are incorporated herein by reference. By way of further answer it is averred that the specific value of the property is in dispute as is the legal ownership thereof and proof thereof is demanded at time of trial.

17. It is specifically denied that the defendants have wrongfully prevented the plaintiff from accessing the garage thereby preventing plaintiff from access and use of materials, equipment and supplies. By way of further answer it is averred that on or about the 1st day of May, 2003, plaintiff maliciously, intentionally and criminally assaulted the defendants, James M.

Wallace, Sr. and Betty Lou Wallace, his parents, as a result of which criminal charges were filed and are currently pending in Clearfield County. As a result access to the garage and interaction between the plaintiff and defendants is expected to be curtailed by virtue of the District Magistrate and conditions of the bailbond upon which the plaintiff will be released.

18. Denied for those reasons more fully set forth in Paragraph 17 the specific provisions of which are incorporated herein by reference as fully as though set forth at length.

19. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

20. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

21. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

22. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set

forth therein and insofar as relevant, proof thereof is demanded at time of trial.

23. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

24. Denied. On the contrary it is averred that defendants have not acted or continued to act in bad faith. Defendants act for self-preservation and in order to avoid a duplication of the assault and outrageous conduct engaged in by the plaintiff on or about May 1, 2003, which resulted in the filing of criminal charges presently pending in Clearfield County.

25. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

26. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

27. Denied. On the contrary it is averred that Paragraph 27 of Plaintiff's Complaint states conclusions of law as to which no further response is required.

28. Denied. On the contrary it is averred that Paragraph 28

of Plaintiff's Complaint states conclusions of law as to which no further response is required.

29. Denied. On the contrary it is averred that Paragraph 29 of Plaintiff's Complaint states conclusions of law as to which no further response is required.

30. Denied. On the contrary it is averred that Paragraph 30 of Plaintiff's Complaint states conclusions of law as to which no further response is required.

31. Denied. On the contrary it is averred that Paragraph 31 of Plaintiff's Complaint states conclusions of law as to which no further response is required.

32. Denied. On the contrary it is averred that Paragraph 32 of Plaintiff's Complaint states conclusions of law as to which no further response is required.

33. Denied. On the contrary it is averred that Paragraph 33 is now moot given this Court's Order of May 9, 2003. By way of further answer it is averred that for the court to make this preliminary injunction permanent, it must necessarily establish conditions under which the plaintiff will be precluded from accessing the garage owned by the defendants in order to prevent any further altercations and/or assaults as were perpetrated by the plaintiff and for which he now stands accused.

34. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth and/or veracity of the statements contained in Paragraph 34 and insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, Defendants request this Honorable Court to enter an Order dismissing the Preliminary Injunction issued against the defendants and to deny any claim for attorney's fees and costs or other relief requested by the plaintiff.

COUNT II

BREACH OF CONTRACT AND PERMANENT RELIEF

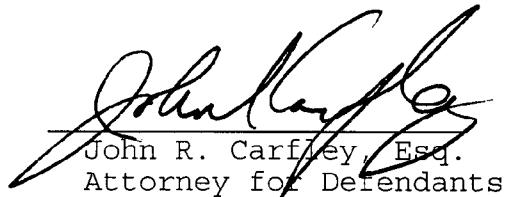
35. Defendants' Answers to Paragraphs 1 through 34 are incorporated herein by reference as fully as though set forth at length.

36. Denied. On the contrary it is averred that defendants have issued a notice of eviction to the plaintiff terminated thirty (30) days subsequent to the delivery of notice at which time it is expected that the plaintiff will remove himself and all of his business equipment and transactions from the effected premises.

37. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial.

38. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth therein and insofar as relevant, proof thereof is demanded at time of trial. By way of further answer it is averred that Paragraph 38 of Plaintiff's Complaint states a conclusion of law as to which no further response is necessary.

WHEREFORE, defendants request this Honorable Court to enter an Order dismissing Count II of Plaintiff's Complaint and dismissing its claim for attorney's fees and costs and other relief as requested.



John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: May 12, 2003

VERIFICATION

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

James M. Wallace Jr
Betty L. Wallace

Dated: May 12, 2003

FILED

0 12.23 1cc to atty.
MAY 13 2003
FBI

William A. Shaw
Prothonotary

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

WALLACE TRANSPORTATION, INC., :
a Pennsylvania Corporation :
Plaintiff :

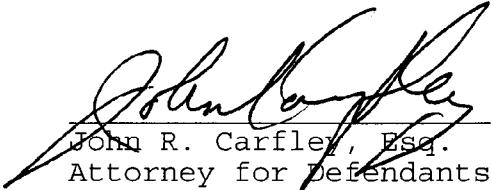
vs. : No. 03-699-CD

JAMES M. WALLACE, SR. and :
BETTY LOU WALLACE, :
Defendants :

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the within
Defendants' Answer to Plaintiff's Complaint by United States Mail
postage prepaid, this 13th day of May, 2003, to the following
counsel:

Dwight L. Koerber, Jr., Esq.
110 North Second Street
P. O. Box 1320
Clearfield, Pa., 16830


John R. Carfley, Esq.
Attorney for Defendants

FILED

012:20 BA NO CC
MAY 13 2003 

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WALLACE TRANSPORTATION, INC.,	:	
a Pennsylvania Corporation	:	
	:	
-VS-	:	No. 03-699-CD
	:	
JAMES M. WALLACE, SR. and	:	
BETTY LOU WALLACE	:	

ORDER

NOW, this 16th day of May, 2003, this being the day and date set for hearing into Plaintiff's Petition for Preliminary Injunction and Petition for Contempt, upon agreement of the parties, it is the ORDER of this Court that the Petition for Preliminary Injunction shall be and is hereby granted to the extent that the oral lease between the parties for the subject premises shall terminate as of May 31, 2003, pending which Plaintiff, it's officers and employees shall have unrestricted access to the subject premises from 8:00 a.m. to 5:30 p.m. from every Monday through every Friday pending termination of the lease. Further, the Prothonotary and Clerk of Courts of Clearfield County shall return to Plaintiff the \$5,000 cash bond in the above-captioned matter. Hearing on Plaintiff's Petition for Contempt shall be rescheduled at the convenience of all parties.

By the Court,

President Judge

FILED

MAY 16 2003

William A. Shaw
Prothonotary

FILED

3 CC Atty Koerber
019-15-871 2 CC Atty P. Cardley
MAY 16 2003

William A. Shaw CR # 1162
Prothonotary
ISSUED TO
PLAINTIFF
\$5,000.00

CLEARFIELD COUNTY PROTHONOTARY 7-83

1162

ALLEN D. BIETZ
ESCROW ACCOUNT
P.O. BOX 549
CLEARFIELD, PA 16830

May 16, 2003 ^{60-629/313}

PAY
TO THE
ORDER OF Wallace Transportation, Inc.

\$ 5,000.00

Five Thousand and no/100-----

DOLLARS



Main Office
11 North 2nd Street
Clearfield, PA 16830

IMMA

FOR Per Court Order 03-699-CD

10313062940 1 2 26577 210 1162

In The Court of Common Pleas of Clearfield County, Pennsylvania

WALLACE TRANSPORTATION, INC., A PENNSYLVANIA CORPORATION

VS.

WALLACE JAMES M., SR

COMPLAINT & ORDER

Sheriff Docket # 14037

03-699-CD

SHERIFF RETURNS

NOW MAY 9, 2003 AT 11:50 AM SERVED THE WITHIN COMPLAINT AND ORDER ON JAMES M. WALLACE, SR., DEFENDANT AT RESIDENCE, 432 PETERBILT LANE, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES M. WALLACE, SR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND ORDER AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

NOW MAY 9, 2003 AT 11:50 AM SERVED THE WITHIN COMPLAINT AND ORDER ON BETTY LOU WALLACE, DEFENDANT AT RESIDENCE, 432 PETERBILT LANE, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BETTY LOU WALLACE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND ORDER AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING

Return Costs

Cost	Description
27.97	SHERIFF HAWKINS PAID BY: ATTY CK# 1452
20.00	SURCHARGE PAID BY: ATTY CK# 1450

Sworn to Before Me This

2nd Day Of June 2003

FILED

So Answers,

Chester Hawkins
by Marley Harris
Chester A. Hawkins
Sheriff

JUN 06 2003
013:35 p.m.
William A. Shaw *WES*
Prothonotary

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

WALLACE TRANSPORTATION, INC., :
a Pennsylvania Corporation :
Plaintiff :

vs. : No. 03-699-CD

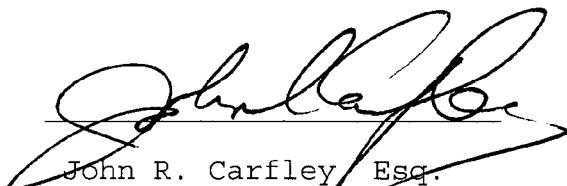
JAMES M. WALLACE, SR. and :
BETTY LOU WALLACE, :
Defendants :

:

TO: Wallace Transportation, Inc.
C/o Dwight Koerber, Esq.
P. O. Box 1320
Clearfield, Pa., 16830

NOTICE TO PLEAD

In accordance with Rules 1026 and 1361 of the Pennsylvania
Rules of Civil Procedure, you are hereby notified to plead to the
within Answer and New Matter within twenty (20) days from service
hereof or a Default Judgment may be entered against you.



John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866

Dated: June 27, 2003

FILED

JUN 27 2003

William A. Shaw
Prothonotary

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

WALLACE TRANSPORTATION, INC., :
a Pennsylvania Corporation :
Plaintiff :

vs. : No. 03-699-CD

JAMES M. WALLACE, SR. and :
BETTY LOU WALLACE, :
Defendants :

DEFENDANT'S ANSWER TO PLAINTIFF'S PETITION FOR CONTEMPT OF COURT

AND NOW, come the defendants, James M. Wallace, Sr. and Betty Lou Wallace, who by and through their attorney, John R. Carfley, Esquire, respond to Plaintiff's Petition for Contempt of Court in the following manner:

1. Admitted.
2. Admitted.
3. It is admitted that respondents, James M. Wallace, Sr. and Betty Lou Wallace are husband and wife. It is denied, however, that the said respondents reside at 432 Peterbilt Lane, Bradford Township, Clearfield County, Woodland, Pa., 16881, in that the correct address for the defendants is 430 Peterbilt Lane, Woodland, Pa., 16881.

4. Denied. On the contrary it is averred that the Preliminary Injunction issued on May 9, 2003, was granted ex parte and the full extent of the terms and conditions specified by the court are contained within the four corners of that instrument which speaks for itself.

5. Admitted.

6. Admitted.

7. It is denied that the Preliminary Injunction has been violated by the defendants in any way and in particular it is denied that:

(a) On Friday, May 9, 2003, defendants directed the mechanics employed by Wallace Transportation, Inc., using the garage owned by the defendants to complete their work and vacate the offices by 4:30 P.M. or that the employees of the plaintiff did so in order to avoid a major altercation, the averments thereof being specifically denied with proof thereof demanded at time of trial.

(b) On May 10, 2003, from 8:00 A.M. until noon, Defendants permitted access to the plaintiffs' employees to the garage but specified conditions for their entry thereon, proof thereof being demanded at time of trial.

(c) On May 11, 2003, no one was permitted entry into the garage, proof thereof being demanded at time of trial.

(d) On May 12, 2003, plaintiffs' employees were not able to enter into the garage, proof thereof being demanded at time of trial.

(e) On May 10, 2003, defendants changed the locks and refused to give keys to plaintiff, thereby barring plaintiff access to the garage, proof thereof being demanded at time of trial.

8. Denied. On the contrary it is averred that after reasonable investigation, defendants are without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

9. Denied. On the contrary it is averred that Paragraph 9 of Plaintiffs' Petition states a conclusion of law as to which no response is required. Insofar as relevant, proof of those facts which would support a finding of contempt by the court with appropriate sanctions is demanded at time of trial.

10. Denied. On the contrary it is averred that Paragraph 10 of Plaintiffs' Petition states a conclusion of law as to which no response is required. Insofar as relevant, proof of those facts which would support a finding of contempt of court with appropriate sanctions is demanded at time of trial.

11. Denied. On the contrary it is averred that the statements contained in Paragraph 11 are moot in that the time specified therein has passed without further action by the court which at this time has taken under consideration the Petition and all other pleadings relative thereto.

WHEREFORE, Defendants request that this Honorable Court enter an Order dismissing Plaintiffs' Petition for Contempt and to award Defendants appropriate sanctions including counsel fees and such other relief as the court may deem appropriate and just.

NEW MATTER

12. The averments set forth in Paragraph 1 through 11 of Defendants' Answer are incorporated herein by reference as fully as though set forth at length.

13. Coincident to the business relationship entered into by the Plaintiff and Defendant, Defendant transferred and/or traded a 1990 East Dump Trailer and a 1995 Kenworth Black/Blue Truck in order to acquire a new vehicle for use in the joint business

venture undertaken by Plaintiffs and Defendants which trade resulted in compensation to Plaintiff's company of over \$19,000.00.

14. The 1995 Kenworth hereinabove referenced was used to acquire a 2000 Black Peterbilt unit which was financed by the Plaintiff with legal title to the unit being established in the Plaintiff pursuant to those MV-1 forms attached hereto as Exhibit A.

15. The agreement reached by the Plaintiff and Defendant required the Defendant to pay all installments as they became due on this vehicle which installments were deducted from the Defendant's weekly payroll in a manner so as to satisfy each payment as it became due. It was further agreed between Plaintiff and Defendant that upon payment of all installments in a timely fashion that the title to the said Unit would be delivered to the Defendant who would then exercise full right, legal title and interest in the said Unit consistent with his payments thereon.

16. Said arrangement began during calendar year, 2000, and continued until such time as the dissolution of the joint venture occurred in May of 2003, all of which will be more fully set forth hereinafter.

17. It is further believed and therefore averred that the dump trailer hereinabove identified was used to purchase a 1998 East Trailer which was attached to Unit No. 014, a truck belonging to Wallace Transport which unit was used by the Plaintiff and continued to create revenue for the Plaintiff from the date of the transfer up until the dissolution of the partnership as aforesaid.

18. In addition the Defendant provided a pressure washer for

trade-in which resulted in an \$800.00 benefit to the Plaintiff for which the Defendant was never compensated.

19. On or about May 21, 2003, Plaintiff notified the Pennsylvania State Police that Unit No. 015 was being illegally operated by agents for the Defendant as a result of which said Unit was detained, seized and eventually transferred into the possession of the Plaintiff at or about 2:40 P.M. on that date.

20. At that time the said unit was driven to Wallace Transportation's Garage by agents of the Plaintiff and remains there or in use by the Plaintiff up to the present time.

21. On or about May 23, 2003, Wallace Transportation deducted a payment of \$490.00 for Truck No. 015 and retained an additional \$150.00 for trailer rental which sums were deducted from Defendant's weekly paycheck consistent with the prior oral agreement of the parties even though the Unit had been detained by the Plaintiff and access to the Unit was denied to the Defendant for usage in the furtherance of his employment.

22. On or about Monday, May 30, 2003, a payment was once again deducted from the Defendant's paycheck in the amount of \$490.00 for payment of the lien on the 2000 Peterbilt Truck even though Plaintiff continues to retain possession of the vehicle and further refuses Defendant access to the Unit. Evidence of the deductions illegally and inappropriately made from the defendant's weekly wages are evidenced by the wage statements affixed hereto as Defendants' Exhibits B-1 through B-4.

23. It is believed and therefore averred that over the past four months the Plaintiff has neglected, refused and/or

intentionally defrauded the Defendant by failing to pay the installments on the Unit to the appropriate lending institution even though said sums were deducted from the Defendant's weekly salary.

24. As a result of the actions of the Plaintiff, Defendant may be in jeopardy of losing his investment in the Unit and has further been defrauded from all past payments.

25. Plaintiff continues to convert property belonging to the Defendant and to refuse access, possession or control of the Unit by its rightful legal and equitable owner.

26. In addition to these actions Plaintiff stands liable to the Defendant for past payments totalling over \$50,000.00 as is evidenced by the Statement of Account attached hereto as Exhibit C.

27. On or about the 19th day of May, 2003, Defendant terminated the independent contractual agreement between James M. Wallace, Sr. t/d/b/a J.M. Wallace Trucking and Wallace Transportation, Inc. by letter attached hereto as Exhibit D.

28. Said letter referenced an Independent Contract Agreement entered into by the parties on the 16th day of November, 2002, a true and correct copy of which is attached hereto as Exhibit E.

29. Plaintiff now attempts to assert Paragraph 13 of that Agreement which is referenced as a covenant not to compete.

30. It is believed and therefore averred that the covenant referenced by the Plaintiff is too broad in geographic scope, and time and is therefore unenforceable under the laws of the Commonwealth of Pennsylvania.

31. It is believed and therefore averred that the Defendant

has expended numerous funds purchasing items of equipment for use by the Plaintiff in and about his business.

32. These purchases are more fully itemized on the Invoices attached hereto as Exhibit F-1 through F-12.

33. As a result of actions of the Defendants Plaintiffs stand liable to the defendant for sums exceeding \$100,000.00 for which claim is now made.

34. During the course of employment of the defendant, James M. Wallace, Sr. by the plaintiff and subsequent to the acquisition of the 1995 Kenworth, the defendant, James M. Wallace, Sr. entered into a sales agreement with one, Stacy Lane, for the transfer of the 1995 Kenworth for the price or sum of \$12,000.00 which sum was to be paid at the rate of \$500.00 per month.

35. Payments pursuant to this oral sales agreement commenced in March of 2003 with payments being made to the defendant, James M. Wallace, Sr. on a monthly basis until May of 2003 when the partnership dissolution occurred.

36. Subsequent to May of 2003, it is believed and therefore averred that payments have been illegally and inappropriately demanded of Stacy Lane by the plaintiff, Wallace Transportation, Inc., in conformity with the oral agreement entered into by the said James M. Wallace, Sr. and the said Stacy Lane, even though these sums were due and owing the Defendant, James M. Wallace, Sr., all to the detriment of the defendant, James M. Wallace, Sr.

37. The said James M. Wallace, Sr. holds legal and equitable title to the 1995 Kenworth as aforesaid and is entitled to payment for the said vehicle consistent with the oral sales agreement

entered into by the said defendant and Stacy Lane.

38. The said plaintiff at the present time is illegally and unlawfully interferring with the contractual arrangement entered into by the defendant and Stacy Lane and continues to convert assets belonging to James M. Wallace, Sr. for his own use and benefit.

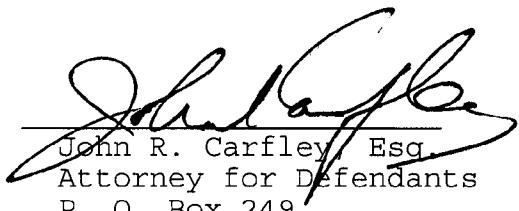
39. The said plaintiff continues to illegally hold the physical evidence of title to this unit to wit: the certificate of title issued by the Commonwealth of Pennsylvania, even though the defendant, James M. Wallace, Sr. has paid all amounts due and owing on the said unit.

40. Plaintiff continues to utilize the legal title to the said 1995 Kenworth as collateral for other purchases at PACCAR Financial where he has engaged in the purchase of other tractors and trailer units.

41. Since the Defendant has made all payments due under his contract with the Plaintiff and further since the Plaintiff illegally retains the Certificate of title to the Unit, Defendant now demands the production of the Certificate of Title and the necessary documents of transfer so as to complete the change of ownership and verify legal and equitable title in the said Unit to James M. Wallace, Sr. as appropriate.

42. Plaintiff, James Wallace, Jr., is now operating Unit 015, in the furtherane of his own business activities, and is thereby creating revenue to benefit his company when, in fact, that property is legally titled in Defendant's name.

WHEREFORE, defendant requests this Honorable Court to enter judgment in favor of Defendant and against Plaintiff in an amount in excess of \$100,000.00.



John R. Carfley, Esq.
Attorney for Defendants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: June 26, 2003

VERIFICATION

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

James M. Wallace Jr
Betty L. Wallace

Dated: June 26, 2003

No. 6679142

MV-1 (8/98)

				I. TAX / FEES				
VEHICLE DESCRIPTION	MAKE OF VEHICLE Peterbilt	VEHICLE IDENTIFICATION NUMBER (VIN), IF TRACING 1X5DB5X81902	BODY TYPE (SDN, TK, BUS, ETC.) TT	MODEL YEAR 2000	PURCHASE PRICE (See note on reverse) \$87,736.00	LESS TRADE-IN \$0.00		
	GROSS VEHICLE WEIGHT RATING 80,000	FUEL <input checked="" type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC	DIN/MECHANIC # 85-1502	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC/PRINT NAME DS CLE	TAXABLE AMOUNT \$87,736.00	X 6% (.06) SALES TAX X 7% (.07) (See note on reverse) Exempt		
<p>CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI <input type="checkbox"/> OR A <input checked="" type="checkbox"/> POLICE VEHICLE (IF APPLICABLE)</p> <p>I certify that I have verified that a legible tracing cannot be secured and that the above VIN is correct.</p> <p>SIGN HERE</p>								
<p>B. LAST NAME (OR FULL BUSINESS NAME) Wallace Transportation, Inc.</p> <p>CO-PURCHASER</p> <p>STREET R.D. 1 Box 179</p> <p>CITY Woodland, PA</p> <p>STATE PA</p> <p>ZIP 16881</p> <p>COUNTY CODE 173</p> <p>NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner) CHECK HERE <input type="checkbox"/> Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).</p> <p>NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-IL</p>				<p>DEALER ID NUMBER (IF APPLICABLE)</p> <p>SALES TAX CREDIT</p> <p>SALES TAX DUE Exempt</p> <p>REF TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY</p> <p>IB. EXEMPTION NO PUCA-00113921</p>				
MILEAGE INFORMATION	<p>C. REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS</p> <p>WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</p>				<p>ODOMETER READING 433,717</p> <p>TITLE 22.50</p> <p>FEES 5.00</p> <p>REGISTRATION OR PROCESSING FEE \$300.00</p>			
LIEN INFORMATION	<p>D. 1ST LIEN DATE 04/21/2000</p> <p>1ST LIENHOLDER PACCAR Financial Corp.</p> <p>STREET 655 Business Center Dr. Suite 1500</p> <p>CITY Horsham</p> <p>STATE PA</p> <p>ZIP 19044</p> <p>FINANCIAL INSTITUTION NUMBER</p>				<p>2ND LIEN DATE</p> <p>2ND LIENHOLDER</p> <p>3. LIEN FEE \$5.00</p> <p>4. REGISTRATION OR PROCESSING FEE \$300.00</p>			
VEHICLE TRADED	<p>MAKE OF VEHICLE</p> <p>BODY TYPE (SDN, BUS, TK, ETC.)</p> <p>CONDITION OF VEHICLE <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR</p> <p>MODEL YEAR</p>				<p>6. TRANSFER FEE \$0.00</p>			
ADDITIONAL VEHICLE INFORMATION	<p>F. PASSENGER TAX/BUS CYLINDER CAPACITY 500C OR LESS OPERABLE CYCLE MOTOR DRIVEN MOPED</p> <p>MOTOR HOME CHASSIS MFR</p> <p>TRAILER & VEHICLES BELOW NUMBER OF AXLES SUM OF GAWRS</p> <p>TRUCK TRACTOR REQ. REGISTERED GROSS COMBINATION WT 80,000</p>				<p>7. INCREASE FEE \$0.00</p> <p>8. REPLACEMENT FEE \$0.00</p> <p>9. TOTAL PAID (ADD 1 THRU 8) Send One Check In This Amount \$327.50</p>			
<p>G. IMPLEMENT OF HUSBANDRY OR SPECIAL MOBILE EQUIPMENT</p> <p>COMPLETE AND ATTACH FORM MV-190</p>								
APPLICATION FOR REGISTRATION	<p>ORIGINAL PLATE <input checked="" type="checkbox"/> Check One <input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.) <input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU <input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT</p>				<p>TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/></p> <p>TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/></p> <p>TRANSFER & RENEWAL OF PLATE <input type="checkbox"/></p> <p>TRANSFER OF PLATE & REPLACEMENT OF STICKER <input type="checkbox"/></p>			
<p>PLATE NO.</p> <p>EXPIRES Month Year</p> <p>TRANSFERRED FROM TITLE NO.</p>				<p>REASON FOR REPLACEMENT</p> <p><input type="checkbox"/> LOST <input type="checkbox"/> STOLEN <input type="checkbox"/> DEFACED <input type="checkbox"/> NEVER REC'D (LOST IN MAIL)</p> <p>NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.</p> <p>VIN</p>				
<p>PENDING</p> <p>TEMP. PLATE NO.</p> <p>INSURANCE COMPANY NAME Clarendon National</p>				<p>RELATIONSHIP TO APPLICANT</p> <p>POLICY NO. (OR ATTACH BINDER) ATM0530-99</p> <p>POLICY EFFECTIVE DATE 11/14/1999</p> <p>POLICY EXPIRATION DATE 14/2000</p> <p>AGENT NO. 85-1502</p> <p>ISSUING AGENT SIGNATURE <i>Hunter's Truck Sales, Inc.</i></p> <p>TELEPHONE NO. (724) 791-2525</p>				
<p>APR. 21 2000</p> <p>ISSUING AGENT INFORMATION I CERTIFY THAT ON MONTH DAY YEAR I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.</p>				<p>ISSUING AGENT (PRINT NAME) Hunter's Truck Sales, Inc.</p> <p>ISSUING AGENT SIGNATURE <i>Hunter's Truck Sales, Inc.</i></p> <p>TELEPHONE NO. 814-857-5484</p> <p>SIGNATURE OF INDIVIDUAL OR AUTHORIZED SIGNER</p>				
<p>SUBSCRIBED AND SWORN TO BEFORE ME APR. 21 2000</p> <p>SIGNATURE OF PENGD:Byrene, N.</p>				<p>SIGNATURE OF CO-OWNER/TITLE OF AUTHORIZED SIGNER <i>Byrene N. PENG</i></p> <p>TELEPHONE NO. (814) 857-5484</p> <p>MESSENGER NUMBER: 3. APPLICANT'S COPY/TEMPORARY</p>				
<p>SEAL AND APPLICATION FOR TITLE</p> <p>S E A L</p> <p>SIGN IN</p> <p>EXHIBIT</p> <p>A</p>								

6676

Wallace Transportation, Inc
 R R 1 Box 179
 Woodland, Pa 16881
 Ph 814-837-5484

COUNTY NATIONAL BANK
 MAIN OFFICE, CLEARFIELD, PA

60-627/313

5/16/2003

PAY TO THE
 ORDER OF J.M. WALLACE TRUCKING INC.

\$

DOLLARS

J.M. WALLACE TRUCKING INC.
 430 PETERBILT LANE
 Woodland PA 16881

MEMO

10006676100313062781161161510

M

Wallace Transportation, Inc

J.M. WALLACE TRUCKING INC.

5/16/2003

6676

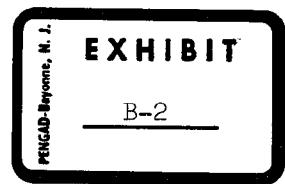
Leased Drivers Expense	8,126.70
Taxes:Heavy Vehicle	-75.00
Insurance:General	-90.00
Insurance:General	-100.00
Trailer Rent	-300.00
Truck Lease Income	-490.00
Salary Reimbursement Income	-2,247.59
Payroll Taxes Reimbursement Inc	-208.22
Fuel Expense	-2,902.33
Insurance:Health	
Truck Expense:Repairs	-1,713.56
Penalties & Fines	
Licenses and Permits	
Rent	
Taxes	2290/bal 550
Miscellaneous	
Telephone	
Truck Expense	
CNB - Checking	

EXHIBIT

B-1

FENGD-Beyonc, N.J.

Wallace Transportation, Inc	5/30/2003	6 777
J.M. WALLACE TRUCKING INC.		
Leased Drivers Expense	6,061.37	
Taxes:Heavy Vehicle	-50.00	
Insurance:General	-60.00	
Insurance:General	-50.00	
Trailer Rent	-300.00	
Truck Lease Income	-490.00	
Salary Reimbursement Income	-1,814.56	
Payroll Taxes Reimbursement Inc	-177.40	
Fuel Expense	-1,141.11	
Insurance:Health	-1,413.76	
Truck Expense:Repairs	-279.50	
Penalties & Fines		
Licenses and Permits		
Rent		
Taxes	2290/bal 550	
Miscellaneous		
Telephone		
Truck Expense	285.04	
CNB - Checking		



6827

Wallace Transportation, Inc
R R 1 Box 179
Woodland, Pa 16881
Ph 814-857-5484

COUNTY NATIONAL BANK
MAIN OFFICE, CLEARFIELD, PA

60-627/313

6/6/2003

PAY TO THE
ORDER OF J.M. WALLACE TRUCKING INC.

\$

DOLLARS

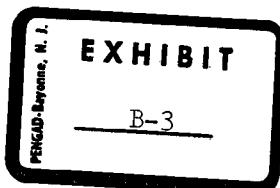
J.M. WALLACE TRUCKING INC.
430 PETERBILT LANE
Woodland PA 16881

VOID

MEMO

10068271031306278161161050

Wallace Transportation, Inc J.M. WALLACE TRUCKING INC.	6/6/2003	6827
Leased Drivers Expense	3,305.35	
Taxes:Heavy Vehicle	-50.00	
Insurance:General	-60.00	
Insurance:General	-50.00	
Trailer Rent	-300.00	
Truck Lease Income	-490.00	
Salary Reimbursement Income	-843.64	
Payroll Taxes Reimbursement Inc	-80.95	
Fuel Expense	-659.67	
Insurance:Health		
Truck Expense:Repairs		
Penalties & Fines		
Licenses and Permits		
Rent		
Taxes	2290/bal 550	
Miscellaneous		-34.00
Telephone		
Truck Expense		
CNB - Checking		
	Tow Bill 2120	-737.09



6876

Wallace Transportation, Inc
 R.R. 1 Box 179
 Woodland, Pa 16881
 Ph 814-857-5484

COUNTY NATIONAL BANK
 MAIN OFFICE, CLEARFIELD, PA

60-627/313

6/13/2003

PAY TO THE J.M. WALLACE TRUCKING INC.

\$

DOLLARS

J.M. WALLACE TRUCKING INC.
 430 PETERBILT LANE
 Woodland PA 16881

DRAFTS AND CHECKS

Signature, Fingertips or Initials

MEMO

VOID

10006876 10313062781 161161050

MP

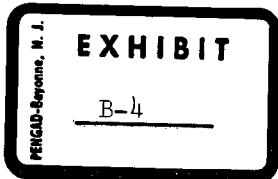
Wallace Transportation, Inc

J.M. WALLACE TRUCKING INC.

6/13/2003

6876

Leased Drivers Expense	1,779.92
Taxes:Heavy Vehicle	-50.00
Insurance:General	-60.00
Insurance:General	
Trailer Rent	-150.00
Truck Lease Income	-490.00
Salary Reimbursement Income	-178.80
Payroll Taxes Reimbursement Inc	-21.79
Fuel Expense	-423.54
Insurance:Health	
Truck Expense:Repairs	
Penalties & Fines	
Licenses and Permits	
Rent	
Taxes	2290/bal 550
Miscellaneous	
Telephone	
Truck Expense	
CNB - Checking	1003110 -405.79





**JM WALLACE TRUCKING INC
430 PETERBUILT LANE**

WOODLAND, PA 16881

814-857-5370

FAX: 814-857-7151

**STATEMENT OF ACCOUNT
TRUCK # 015 PETERBUILT**

2000-----	\$15,130.00
2001-----	25,440.00
2002-----	25,480.00
2003-----	<u>9,800.00</u>

TOTAL-----\$ 75,850.00

**STATEMENT OF ACCOUNT
TRUCK # 004 KENWORTH**

1999-----	\$ 8,400.00
2000-----	18,200.00
2001-----	17,520.00
2002-----	<u>17,500.00</u>

TOTAL-----\$ 61,620.00



015 Trk Payment 2000

5-19	490.00
5-26	490.00
6-2	490.00
6-9	490.00
6-16	490.00
6-23	490.00
6-30	490.00
7-7	490.00
7-14	490.00
7-21	490.00
8-4	490.00
8-11	490.00
8-18	490.00
8-25	490.00
9-1	490.00
9-15	490.00
9-22	490.00
9-8	490.00
9-29	490.00
10-6	490.00
10-13	460.00
10-20	460.00
10-27	490.00
11-10	490.00
11-17	490.00
11-24	490.00
12-1	490.00
12-8	490.00
12-15	490.00
12-22	490.00
12-29	490.00

Total 15,130.00
 pd 25440.00
 25480.00
 9,800.00
75,050.00
 as of
 5-16-03
 Peterbuilt
 2000

015 Tirk Payment 2000

5-19	490.00
5-26	490.00
6-2	490.00
6-9	490.00
6-16	490.00
6-23	490.00
6-30	490.00
7-7	490.00
7-14	490.00
7-21	490.00
8-4	490.00
8-11	490.00
8-18	490.00
8-25	490.00
9-1	490.00
9-15	490.00
9-22	490.00
9-8	490.00
9-29	490.00
10-6	490.00
10-13	460.00
10-20	460.00
10-27	490.00
11-10	490.00
11-17	490.00
11-24	490.00
12-1	490.00
12-8	490.00
12-15	490.00
12-22	490.00
12-29	490.00

#015 Trk Pymt. 2001

		9-7	490.00
1-5	490.00	9-14	490.00
1-12	490.00	9-21	490.00
1-19	490.00	9-28	490.00
1-26	490.00	10-4	490.00
2-9	490.00	10-12	490.00
2-16	490.00	10-19	490.00
2-23	490.00	10-26	490.00
2-2	490.00	11-2	490.00
3-2	490.00	11-8	490.00
3-9	490.00	11-16	490.00
3-16	490.00	11-21	490.00
3-23	490.00	11-30	490.00
3-30	490.00	12-7	490.00
4-6	490.00	12-14	490.00
4-13	490.00	12-21	490.00
4-20	490.00	12-28	490.00
4-27	490.00		
5-3	490.00		
5-11	490.00		
5-18	490.00		
5-25	490.00		
6-1	490.00		
6-8	490.00		
6-15	490.00		
6-22	490.00		
6-29	490.00		
7-6	490.00		
7-13	490.00		
7-20	490.00		
7-27	490.00		
8-3	490.00		
8-10	490.00		
8-17	490.00		
8-24	490.00		
8-31	490.00		

#015 Tick Pygmy 2002.

1-4	490.00	9-6	490.00
1-11	490.00	9-13	490.00
1-18	490.00	9-20	490.00
1-23	490.00	9-27	490.00
2-1	490.00	10-4	490.00
2-8	490.00	10-11	490.00
2-15	490.00	10-18	490.00
2-22	490.00	10-25	490.00
3-1	490.00	11-1	490.00
3-8	490.00	11-8	490.00
3-12	490.00	11-22	490.00
3-24	490.00	11-15	490.00
3-29	490.00	11-29	490.00
4-6	490.00	12-6	490.00
4-12	490.00	12-13	490.00
4-19	490.00	12-20	490.00
4-26	490.00	12-27	490.00
5-3	490.00		
5-10	490.00		
5-17	490.00		
5-22	490.00		
5-31	490.00		
6-7	490.00		
6-14	490.00		
6-21	490.00		
6-28	490.00		
7-5	490.00		
7-12	490.00		
7-19	490.00		
7-26	490.00		
8-2	490.00		
8-8	490.00		
8-16	490.00		
8-23	490.00		
8-31	490.00		

Trk payments # 015 Peterbilt 2003

1-3-03 490.00
1-10-03 490.00
1-17-03 490.00
1-24-03 490.00
1-31-03 490.00
2-7-03 490.00
2-14-03 490.00
2-21-03 490.00
2-28-03 490.00
3-7-03 490.00
3-14-03 490.00
3-21-03 490.00
3-28-03 490.00
4-4-03 490.00
4-11-03 490.00
4-18-03 490.00
4-25-03 490.00
5-2-03 490.00
5-9-03 490.00
5-16-03 490.00

\$1004

Trk Pymts

1999

1-12-99	350.00	10-1	350.00
1-15-99	400.00	10-8	350.00
		10-15	350.00
1-29-99	650.00	10-22	350.00
2-19-99	350.00	10-29	350.00
2-26-99	350.00	11-5	350.00
3-5-99	350.00	11-12	350.00
3-12-99	350.00	11-17	350.00
3-19-99	350.00	11-26	350.00
3-26-99	350.00	12-3	350.00
4-2-99	350.00	12-10	350.00
4-9-99	350.00	12-17	350.00
4-16-99	350.00	12-24	350.00
-23-99	350.00	12-31	350.00
4-30-99	350.00		
5-7-99	350.00		
5-14-99	350.00		
5-21	350.00		
5-28	350.00		
6-4	350.00		
6-11	350.00		
6-18	350.00		
6-25	350.00		
7-6	350.00		
7-13	350.00		
7-20	350.00		
8-29	350.00		
9-3	350.00		
7-10	350.00		
7-17	350.00		
-24	350.00		
-2	350.00		
-9	350.00		
-16	350.00		
-23	350.00		
-30	350.00		

total 61,620.00

5.24

Trk Payment 2009

1-7	350.00	9-1	350.00
1-14	350.00	9-8	350.00
1-21	350.00	9-15	350.00
1-28	350.00	1-22	350.00
2-5	350.00	9-29	360.00
2-11	350.00	10-6	350.00
2-18	350.00	10-13	350.00
2-25	350.00	10-20	350.00
3-3	350.00	10-27	350.00
3-10	350.00	11-10	350.00
3-17	350.00	11-17	350.00
3-24	350.00	11-24	350.00
3-31	350.00	12-1	350.00
4-7	350.00	12-8	350.00
4-14	350.00	12-15	350.00
4-21	350.00	12-22	350.00
4-28	350.00	12-29	350.00
5-5	350.00		
5-12	350.00		
5-19	350.00		
5-26	350.00		
6-2	350.00		
6-9	350.00		
6-16	350.00		
6-23	350.00		
6-30			
7-7	350.00		
7-14	350.00		
7-21	350.00		
7-28	360.00		
8-4	350.00		
8-11	350.00		
8-18	350.00		
8-25	350.00		

#004 Payment Trk. 2001

1-5	350.00	9-7	350.00
1-12	350.00	9-14	350.00
1-19	350.00	9-21	350.00
1-26	350.00	9-28	350.00
2-9	350.00	10-4	350.00
2-16	350.00	10-12	350.00
2-23	350.00	10-19	350.00
2-2	350.00	10-26	350.00
3-2	350.00	11-2	350.00
3-9	350.00	11-8	350.00
3-16	350.00	11-16	350.00
3-23	350.00	11-21	350.00
3-30	350.00	11-30	350.00
4-6	350.00	12-7	350.00
4-13	350.00	12-14	350.00
4-20	350.00	12-21	350.00
4-27	350.00	12-28	350.00
5-3	350.00		
5-11	350.00		
5-18	350.00		
5-25	350.00		
6-1	350.00		
6-8	350.00		
6-15	350.00		
6-22	350.00		
6-29	350.00		
7-7	350.00		
7-13	350.00		
7-20	350.00		
7-27	350.00		
8-3	350.00		
8-10	350.00		
8-17	350.00		
8-24	350.00		
8-31	350.00		

#004 Turk pymt 2002

1-4 350.00
1-11 350.00
1-18 350.00
1-23 350.00
2-1 350.00
28 350.00
2-15 350.00
2-22 350.00
3-1 350.00
3-8 350.00
3-12 350.00
3-24 350.00
3-29 350.00
4-6 350.00
4-12 350.00
4-19 350.00
4-26 350.00
5-3 350.00
5-10 350.00
5-17 350.00
5-22 350.00
5-31 350.00
6-7 350.00
6-14 350.00

*Wallace Transportation, Inc.
532 Peterbilt Lane
Woodland, PA 16881
814-857-5484 814-857-5497 fax*

James M. Wallace, Sr. t/d/b/a
J.M. WALLACE TRUCKING
R.R. 1, Box 191A
Woodland, PA 16881

Re: Lease with Wallace Transportation, Inc.

Dear Mr. Wallace:

This letter constitutes formal notice of the termination of the independent contractor agreement between you and Wallace Transportation, Inc. This letter corresponds to the verbal termination notice that occurred on May 19, 2003.

Under the terms of the independent contractor agreement that you entered into with Wallace Transportation on November 16, 2002, there are two important contractual provisions that I would like to bring to your attention. So that you are fully mindful of them, I am attaching with this letter a copy of the independent contractor agreement that you signed.

Under paragraph 12 of the agreement, Wallace Transportation, Inc. is entitled to withhold from your final payment, monetary obligations which you owed to it. Attached to this letter is an itemization of the charges that you owed to Wallace Transportation. You are hereby given notice that they will be deducted from your final payment, pursuant to paragraph 12 of the independent contractor agreement.

I am also bringing to your attention the provisions of paragraph 13 of the independent contractor agreement. Under this portion of our contract, you are specifically prohibited from soliciting business or hauling freight for any shipper, receiver or broker that you served when you were leased to us. This prohibition extends for a period of 12 months from the date of termination of the lease. As noted above, the date of



James M. Wallace, Sr. t/d/b/a
J.M. WALLACE TRUCKING

Page 2

termination was May 19, 2003, meaning the restrictive covenant would continue to apply until May 19, 2004.

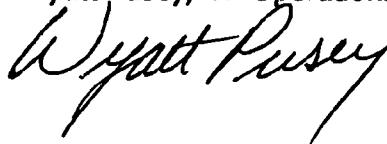
On May 19, 2003, you started displaying the placards of J.A.K. Transportation. I am assuming that you will continue to be leased to that company. It is important that you inform J.A.K. Transportation of the restrictive covenant that you signed, under paragraph 13 of your lease with Wallace Transportation, Inc., where you are prohibited from hauling freight for any shipper, receiver or broker under lease with our company for 1 year.

Our company has a firm commitment to insuring that you honor the provisions of paragraph 13 of the lease. That is why we are asking that you inform J.A.K. Transportation of the provisions of it. You will note that a violation of it on your part will result in a charge of 15% for the revenue that is generated by you for a 12 month period of time after the lease terminates, along with the assessment of attorneys' fees that we incur in enforcing the provisions of paragraph 13.

If you have any questions concerning the issues raised in this letter, I would urge that you review them with your attorney. Under that arrangement, your attorney and our attorney can work with each other in order to resolve the issues.

Very truly yours,

Wallace Transportation, Inc.
Wyatt Pusey, VP Operations



Enclosures: Copy of Lease
Itemization of Charges
CC: Dwight L. Koerber, Jr., Esquire

Lease # 119

INDEPENDENT CONTRACTOR AGREEMENT

This agreement, entered into on this 16 day of November, 2002, by and between WALLACE TRANSPORTATION, INC., of R.D. 1 Box 179, Woodland, Pennsylvania, 16881, referred to hereinafter as "Carrier";

A
N
D

The following named individual, referred to hereinafter as "Contractor":

Name:	Address:
<u>JM Wallace Trucking</u>	<u>RR 1 Box 191A</u>
Social Security No. or	Woodland, PA 16881
Federal Tax I.D. No.	
<u>25-1656082</u>	Phone No. <u>814-857-5370</u>

WITNESSETH:

WHEREAS, Carrier has been issued authority as a common carrier pursuant to a certificate issued by the Pennsylvania Public Utility Commission in Docket No. A-00113921 and by the Federal Highway Administration in Docket No. MC-318515.

WHEREAS, Carrier seeks to augment its ability to serve the shipping public by entering into this contract with individuals who own certain specified motor vehicle equipment and drive such equipment themselves, or furnish employee drivers of their own to drive the said motor vehicle equipment; and

WHEREAS, Contractor wishes to enter into this agreement with Carrier so as to furnish motor vehicle equipment and drivers in accordance with the terms set forth herein;

NOW THEREFORE, in furtherance of their mutual covenants as set forth hereinafter, and with the intention of being legally bound, the parties hereunto agree as follows:



(1) This contract pertains to the following motor vehicle equipment:

<u>Serial Number</u>	<u>Year</u>	<u>Make</u>	<u>State and License No</u>
<u>Tractor2XKDDB9X4SM657474</u>	<u>1995</u>	<u>Kenworth</u>	<u>AE71153</u>

Trailer Rental from Wallace Transportation, Inc.

(A) If multiple units are involved, the data listed above shall be set forth in Appendix .

(B) Contractor shall have the right to substitute equipment that meets DOT standards and if Contractor elects to do so, he shall promptly complete Appendix B, attached hereto.

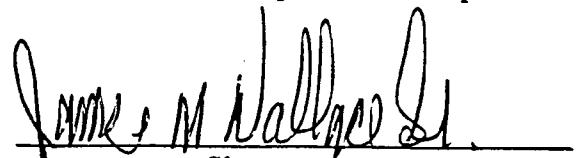
(2) Contractor hereby covenants that he is the owner of the equipment described in paragraph (1) above, and that he is authorized to enter into this agreement.

(3) The essence of this agreement between the parties entails the hiring of an independent contractor for the purpose of transporting shipments that Carrier tenders to the said independent Contractor to be handled through on a subcontract basis with Carrier. It is agreed that the nature of the services rendered by contractor shall be determined by the requirements of the customer of carrier and not carrier itself. Carrier will exercise that degree of administrative oversight necessary to comply with state, local and federal requirements, but in all other respects the method and means of operating are at the discretion of the Contractor, when providing services under this agreement.

(3) As an independent contractor, Contractor recognizes that he does not have unemployment benefits or workmen's compensation benefits, and must withhold his own income tax as a self-employed individual. The essence of this independent contractor status has been acknowledged between the parties, and is one of the key ingredients, which underlies the relationship between Contractor and Carrier. In furtherance of this agreement, Contractor agrees that he, his heirs, assigns and representatives shall at no time take a position contrary to the agreement which the parties have hereby acknowledged wherein Contractor is recognized as a bona fide independent contractor, and should Contractor ever take a position contrary to this, through his heirs, assigns or representatives, he shall fully indemnify and hold harmless Carrier for any additional expense that it might incur, including all pertinent attorney's fees. In recognition of the significance of the language set forth herein, and in particular the obligation which Contractor undertakes to hold Carrier harmless and to pay any expenses that arise on this matter, Contractor is entering his signature below, to confirm that he is holding himself out as an

independent contractor, free from the control and direction of Carrier, and that in this capacity he considers himself to be a separate and independent business proprietor.

(4)



Signature
DATE: 1-10-03

(5) Contractor shall have the following rights when providing service on business tendered to him by Carrier:

- (A) The exclusive right to determine how particular shipments will be transported subject only to the necessity to meet pickup and delivery timetables, and any specific instructions set forth on the Bill of Lading or specifically required by shipper or consignee.
- (B) The right to determine how a particular shipment is loaded or unloaded from his vehicle, provided that in making decisions on this matter, Contractor shall act in full conformity with the reasonable requirements of the shipper and/or the consignee.
- (C) The right to turn down shipments tendered by Carrier, which Contractor does not wish to handle.
- (D) The right to select the routes that will be utilized.
- (E) The right to utilize any qualified driver to operate the equipment which is the subject of this agreement, provided that such driver must satisfy all of the safety requirements promulgated by the United States Department of Transportation and the Pennsylvania Public Utility Commission.
- (F) The right to contract with other companies to provide transportation services after a particular shipment is delivered.
- (G) The right to determine the hours that Contractor will work pursuant to furnishing services under this agreement, provided that Contractor recognizes the need to comply with pickup and delivery times which are specified by a consignor or consignee that is being served.
- (H) The right to use substitute equipment for that which is identified on part (1) of this agreement, so as to provide the services outlined herein, with the understanding that such equipment must meet Department of Transportation safety requirements.

(6) Contractor shall render services under this agreement so as to comply with the following requirements:

- (A) Contractor shall comply at all times with all pertinent regulatory requirements promulgated by the Federal Department of Transportation, the Interstate Commerce Commission and the Pennsylvania Public Utility Commission.
- (B) Contractor shall make appropriate information calls to Carrier reporting any significant or unanticipated facts concerning a particular shipment that he is handling.
- (C) To the extent that Contractor elects to employ an individual to drive the motor vehicle equipment that is the subject of this agreement, then Contractor shall be deemed to be the sole and exclusive employer of that driver, and shall furnish to Carrier an appropriate certificate of insurance showing that workers' compensation is in effect for the employee that has been hired. Under no circumstances shall the driver so employed by Contractor be considered to be an employee of Carrier.
- (D) Contractor shall pay for all expenses associated with the operation of his equipment, including but not limited to the following items: fuel, maintenance, empty miles, tolls, overweight fines, safety fines, highway taxes, sales tax (when pertinent), licenses and all other incidental expenses associated with furnishing services as an independent contractor.
- (E) Contractor agrees to make certain that the driver providing service under this agreement wears presentable and appropriate attire.
- (F) Contractor shall keep current with Carrier a driver's file for each driver who operates a unit covered by the terms of this agreement. Such driver file must include all documentation and information required by all pertinent state and federal statutes and regulations.

(7) Contractor shall be paid 87.5 % percentage of the revenue generated by Carrier for the services rendered by Contractor under the terms of this agreement, with the parties specifically acknowledging, however, that Carrier's obligation to make payments shall be declared null and void if it does not receive payment from the shipper responsible for paying the freight charges. Contractor agrees to provide suitable and appropriate proof of such nonpayment in the event that an issue in this regard should arise.

(8) Carrier shall pay contractor on a weekly basis, with payment to be made 28 days after contractor has presented the required documentation for the shipments transported. In order to receive payment, contractor must furnish the following:

- (a) Signed delivery receipts.
- (b) Logs.
- (c) Mileage records.
- (d) Toll receipts.

(9) It is understood that Carrier shall have no obligation to furnish any specific number of loads to Contractor on a regular basis, but to the extent it is reasonably possible of carrier to do so, it will give as much advance notice possible of the dates when transportation services will be required from Contractor.

(10) To the extent that Carrier should extend an advance payment to Contractor, it is agreed that this sum shall be deducted from the total payment due to Contractor for handling the particular load, and this arrangement shall in no way alter Contractor's status as an independent Contractor.

(11) In order to comply with state and federal insurance requirements, Carrier will maintain liability insurance on the operations of Contractor's vehicle under the scope of this agreement. Carrier shall be responsible to reimburse Contractor on a dollar for dollar basis for this liability insurance, with the charges to be deducted on a proportionate basis on each payment that Carrier makes to Contractor for services provided under this agreement. In the event that either party wishes to terminate this agreement, the insurance coverage shall be terminated at the earliest date possible under the terms of the insurance policy and under federal and state regulatory requirements. There shall be a full accounting for the charges assessed against Contractor for such insurance.

(12) Upon termination of this agreement between the parties, it shall be the duty of Contractor to return to Carrier at its headquarters, all placards and copies of this lease and/or lease certification that had been in effect between the parties. Until all placards and lease certifications are returned by Contractor to Carrier, Carrier shall be entitled to withhold the final payment which would otherwise be made to Contractor for services rendered under the terms of this Agreement. In addition, Carrier shall have the right to deduct that sum of money necessary to cover any monetary obligation which Contractor owes to Carrier pursuant to Contractor's failure to comply with any term or provision of this agreement or any other written agreement with Carrier. If such deduction is made from the final revenue check of Contractor, it shall be the responsibility of Carrier to furnish a detailed, written explanation for such deduction.

(13) Contractor hereby covenants and agrees that it will not solicit business from or haul freight for any shipper, receiver or broker that it serves pursuant to the current lease/subcontracting arrangement it is now signing, and any violation of this limitation shall result in immediate termination of the present agreement. This limitation shall continue to apply for a twelve- (12) month period after termination of the present lease/subcontracting agreement with Carrier. If contractor fails to comply with the foregoing limitation, then Contractor shall pay to Carrier fifteen (15%) percent of all revenue generated by Contractor for the twelve (12) month period following termination of the lease/subcontracting agreement herein with Carrier, covering such revenue which

is derived from serving the shipper, receiver or broker which Contractor is prohibited from serving under this agreement. Contractor shall be responsible for the attorney's fees of Carrier incurred in enforcing this provision if it is shown that Contractor has violated the foregoing prohibition against soliciting/hauling freight.

(15) If any question or controversy should arise concerning the interpretation of the terms of this agreement, it is agreed that the laws of the Commonwealth of Pennsylvania shall be applied.

(16) It is understood and agreed that the heirs, administrators and assigns of the parties hereto shall be bound by all the terms, conditions, and clauses of this agreement as if mentioned in every provision herein.

(17) If any provision of this agreement is declared invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired in any way.

(18) This agreement constitutes the entire understanding between the parties and there are no covenants, conditions, representations, or agreements, either written or oral, of any nature whatsoever, other than those herein contained.

(19) The parties, with each retaining one of the originals are signing duplicate "originals" of this agreement.

(20) An appropriate certification shall be kept in the glove compartment of the motor vehicle equipment subject to this agreement, specifying that the contract may be reviewed and examined at the Carrier's principal place of business.

(21) This agreement shall last for a total of six (6) months from the date entered on page 1. It is understood, however, that failure to comply with terms of this agreement by either party shall be grounds for immediate termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

CARRIER:

WALLACE TRANSPORTATION INC.

By: James M. Wallace
James M. Wallace, President

Dated: 11-10-01

CONTRACTOR:

JM Wallace Trucking

Signature

Dated: 1-10-03

ATTACHMENT A

The parties agree to apportion their responsibility for maintaining cargo insurance on the shipments transported under this agreement. Carrier shall maintain cargo insurance in accordance with the levels directed by the federal government pertaining to common carrier operations. The first \$5,000.00 worth of loss and/or damage to cargo shall be the full responsibility of Contractor to pay, either directly to the claimant or through subrogation if payment is made directly by Carrier or its insurance company. As an alternative to paying the first \$5,000.00 worth of loss cargo claim, Contractor shall have the right to maintain additional insurance coverage for cargo claims, so that the subrogation/deductible level shall be reduced from \$5,000.00 to \$500.00 per claim. Regardless of what the deductible level is, the parties agree to accept the actions taken by the claims adjuster appointed by Carrier or its insurer to adjust a particular claim. In the event that Contractor elects to have such increased insurance coverage so as to reduce the deductible/subrogation level to \$500.00 per claim, he shall pay to Carrier \$10.00 per week, for each week to Contractor for services rendered. Such additional charge shall be assessed for each week in which contractor hauls at least one shipment under this agreement.

The parties agree to apportion their responsibility for maintaining liability insurance, for property damage and personal injury, for those operations that are performed under the terms of this agreement. Carrier shall maintain BI/PD liability insurance in accordance with the levels directed by the federal government for each accident of any liability claim for bodily injury or Contractor to pay, either directly to the claimant or through subrogation if payment is made directly by Carrier or its insurance company. As an alternative to paying the first \$2,500.00 of BI/PD liability claim, Contractor shall have the right to maintain additional insurance coverage for such claims, so that the subrogation/deductible level shall be reduced from \$2,500.00 to \$1,500.00 per claim. Regardless of what the deductible level is, the parties agree to accept the actions taken by the claims adjuster appointed by Carrier or its insurer to adjust a particular claim. In the event that Contractor elects to have such increased insurance coverage, so as to reduce the deductible/subrogation level to \$1,500.00 per claim, he shall pay to Carrier \$20.00 per week, for each unit covered by this agreement, which sum shall be deducted from Carrier's settlement check to Contractor for service rendered. Such additional charge shall be assessed for each week in which contractor hauls at least one shipment under this agreement.

Contractor shall be required to furnish his own deadhead and bobtail liability insurance with a minimum coverage of \$300,000.00 per accident. For the said deadhead/bobtail liability insurance, a Certificate of Insurance shall be furnished to Carrier, naming Carrier as an additional insured, with the understanding between the

parties being that the coverage of Contractor shall be primary, insofar as it pertains to operations of Contractor when he is deadheading or bobtailing in furtherance of his own affairs, rather than Carrier's affairs. The failure to furnish a Certificate of Insurance in order to confirm such coverage shall not constitute a waiver on the part of Carrier to insist upon strict enforcement of the provisions of this paragraph of the agreement herein.

As soon as reasonably possible to do so, Contractor shall report to Carrier any accident that occurs when Contractor is engaged in operations that are covered by the terms of this agreement.

I elect to have the following amount deducted from my weekly settlement check for deductible cargo insurance coverage: \$10.00

I elect to have the following amount deducted from my weekly settlement check for the deductible for liability coverage: \$20.00

1-10-03
Date

James M. Wallace Jr.
Signature

Verified by: James M. Wallace Jr.

Signature of company representative

APPENDIX A

Multiple Unit Form

This form shall be completed when multiple units are covered by the present contract. See Part (1) (a) of the agreement.

Serial Number	Year	Make	State and License No.
<u>Tractor</u> 1XP5DB9X8YN549027	2000	Peterbilt	AE71164

Trailer

Serial Number	Year	Make	State and License No.
<u>Tractor</u> 1FUJAPAV31LH20652	2001	Freightliner	AE49145

Trailer Rental from Wallace Transportation, Inc.

Serial Number	Year	Make	State and License No.
<u>Tractor</u> 1FUPCXYB61LH20645	2001	Freightliner	AE86529

Trailer Rental from Wallace Transportation, Inc.

CARRIER:

WALLACE TRANSPORTATION INC.

By: James M. Wallace, Jr. Pres
James M. Wallace, President

Dated: 11-16-02

CONTRACTOR:

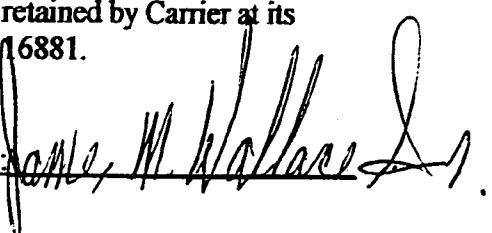
James M. Wallace
Signature

Dated: 1-10-03

LEASE CERTIFICATION

WALLACE TRANSPORTATION, INC., hereby certifies that the equipment identified below is being operated pursuant to a contract between itself and Contractor, as shown below. It is agreed that only the original lease certification, duly signed by an authorized representative of Carrier, shall be accepted as a means of proving that a lease/contract covering the subject equipment is in effect. Such agreement is dated 16 November, 2002, and continues in effect until 31 May, 2003.

An original copy of said contract/equipment lease is retained by Carrier at its headquarters at R.D. #1 Box 179, Woodland, Pennsylvania, 16881.

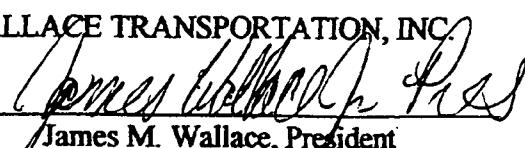
I. Name of Contractor: JM Wallace Trucking. Signature: 

II. Description of Equipment:

Serial Number	Year	Make	State and License No.
<u>Tractor 2XKDDB9X4SM657474</u>	1995	Kenworth	AE71153

Trailer Rental from Wallace Transportation, Inc.

WALLACE TRANSPORTATION, INC.

By: 

James M. Wallace, President

Date: 11-10-02

APPENDIX B

Replacement of Equipment Form

This form shall be completed when Contractor replaces the equipment originally covered by the agreement between the parties with a new unit. The parties hereby agree that all terms and conditions of the original agreement shall remain intact and apply to the equipment now being substituted.

Unless specified otherwise, the equipment listed below shall replace that equipment identified on page 1, or, as appropriate, Appendix A of the agreement between the parties.

Serial Number	Year	Make	State and License No.
<u>Tractor</u>			
<u>Trailer</u>			

CARRIER:

WALLACE TRANSPORTATION INC.

By: _____
James M. Wallace, President

Dated: _____

CONTRACTOR:

Signature
Dated: _____

Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
3/10/2003	1106

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	pilot bearing	13.98	13.98
1	rebuilt starter	295.49	295.49
1	lamp (119B)	36.11	36.11
2	33276 5 inch Band Clamp(004)	10.00	20.00
2	Gallon of Oil (004)	3.00	6.00
2	one hour labor (004)	27.00	54.00



Total \$425.58

total 3179.86

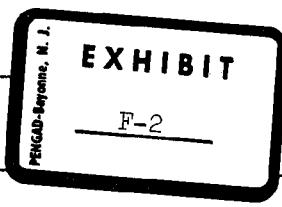
Wallace Transportation Garage
RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
3/10/2003	1108

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT



Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
3/10/2003	1098

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	random drug, Gerald Smeal	15.00	15.00
1	random alcohol, Gerald Smeal	25.00	25.00



Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
3/24/2003	1122

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

740.87



Total

Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

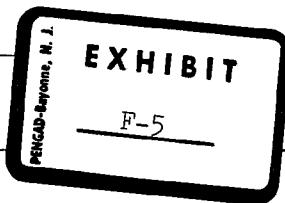
Invoice

DATE	INVOICE #
4/7/2003	1139

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Change oil, filters and grease truck (119C)	75.00	75.00
1	Change oil, filters and grease truck (119B)	75.00	75.00
1	One hour of Labor	27.00	27.00
2	Rockwell Brake Kit (t-37)	5.85	11.70
2	4515 Brake Shoes (t-37)	20.91	41.82
2	370025A Seal (T-37)	21.61	43.22



Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

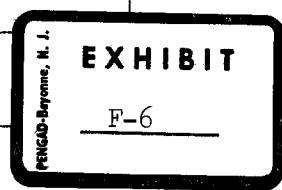
Credit Memo

DATE	CREDIT NO.
4/14/2003	1142

CUSTOMER
Jim Wallace, SR

P.O. NO.	PROJECT

DESCRIPTION	QTY	RATE	AMOUNT
One New Trash tarp	-2	270.00	-540.00



Total \$-540.00

• Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

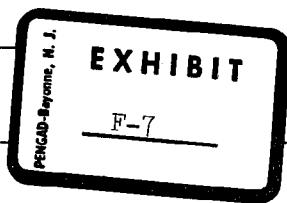
Invoice

DATE	INVOICE #
4/14/2003	1142

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
2	One Used Trash tarp	125.00	250.00



• Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

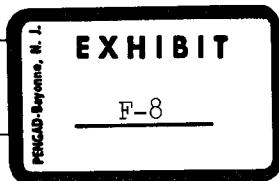
Invoice

DATE	INVOICE #
4/14/2003	1152

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	KO42-70-2 BOOT	52.90	52.90
1	KENWORTH73 WIPER MOTOR	269.97	269.97
1	K301-4224 SWITCH	25.45	25.45



	Total	\$348.32
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• **Wallace Transportation Garage**

RD 1 Box 179
Woodland, PA 16881

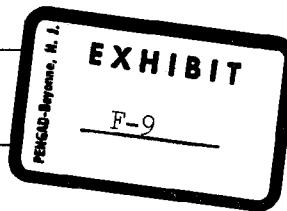
Invoice

DATE	INVOICE #
4/14/2003	1153

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Change oil, filters and grease truck (truck 04)	75.00	75.00
		Total	\$75.00



• Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
4/14/2003	1155

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	One Used Trash tarp (119C)	125.00	125.00



	Total	\$125.00
--	--------------	----------

• Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
5/5/2003	1178

BILL TO
Jim Wallace, SR

P.O. NO.	TERMS	PROJECT



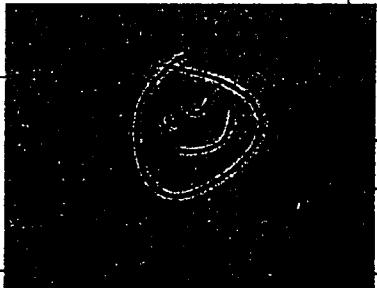
Wallace Transportation Garage

RD 1 Box 179
Woodland, PA 16881

Invoice

DATE	INVOICE #
5/12/2003	1186

BILL TO
Jim Wallace, SR



P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
2	One hour of Labor (chaNGED 8 TIRES ON 119b ON 5/07/03)	27.00	54.00



	Total	\$54.00

FILED

02873P 20030627-009

JUN 27 2003

(Enc)
William A. Shaw
Prothonotary

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

WALLACE TRANSPORTATION, INC., :
a Pennsylvania Corporation :
Plaintiff :

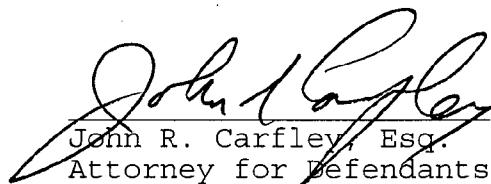
vs. : No. 03-699-CD

JAMES M. WALLACE, SR. and :
BETTY LOU WALLACE, :
Defendants :

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the within
Defendants' Answer and New Matter to Plaintiff's Petition for
Contempt of Court by United States Mail postage prepaid, this 27th
day of June, 2003, to the following counsel:

Dwight L. Koerber, Jr., Esq.
110 North Second Street
P. O. Box 1320
Clearfield, Pa., 16830



John R. Carfley, Esq.
Attorney for Defendants

FILED

JUN 27 2003

William A. Shaw
Prothonotary

FILED
2003 NOV 22 PM
JUN 27 2003
William A. Shaw
Prothonotary

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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

*

*

-vs-

*

Docket No. 03-699-CD

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

*

*

Type of pleading:
Preliminary Objections of Plaintiff

Filed on behalf of:
Plaintiff:
Wallace Transportation, Inc.,

Counsel of record for
this party:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JUL 17 2003

William A. Shaw
Prothonotary

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

Wallace Transportation, Inc., a Pennsylvania Corporation Plaintiff	*
-vs-	*
James M. Wallace, Sr. and Betty Lou Wallace Defendants	Docket No. 03-699-CD *

PRELIMINARY OBJECTIONS OF PLAINTIFF

COMES NOW Plaintiff, Wallace Transportation, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire and files the within Preliminary Objections to the New Matter filed herein by the Defendants.

IMPERTINENT MATTER

1. Pa. R.C.P. 1028 (a)(2) provides that Preliminary Objections are appropriate when a pleading contains impertinent matter.
2. The entire thrust of the New Matter is impertinent, because it raises issues that are totally unresponsive to the pleading for which it purports to reply, which is the Petition for Contempt of Court filed by the Plaintiff.
3. A brief synopsis of the issues raised are ownership of vehicles, past alleged indebtedness, and alleged conversion of property. These allegations have nothing

whatsoever to do with the Petition for Contempt of Court and are not a responsive pleading to the Petition for Contempt of Court.

WHEREFORE, Plaintiff prays that the entire New Matter be stricken as containing impertinent matter, involving issues which have no bearing whatsoever on the Contempt of Court Petition that has been filed.

DEMURRER

4. Pa. R.C.P. 1028 (a)(4) provides for the filing of Preliminary Objections when a Demurrer is raised.

5. A Demurrer is appropriate to the raised allegations set forth in New Matter, because they in no way create a defense, even if believed, to the Petition for Contempt of Court that has been filed.

WHEREFORE, Plaintiff prays that its Preliminary Objections be granted and the New Matter of Defendants be stricken because they are legally insufficient defense (demurrer) and should not be litigated.

MISJOINDER OF CAUSE OF ACTION

6. Pa. R.C.P. 1028 (a)(5) provides that Preliminary Objections may be granted where there is a misjoinder of a cause of action.

7. The New Matter set forth herein is clearly a misjoinder of action, because it seeks affirmative relief totally unrelated to the Petition for Contempt of Court.

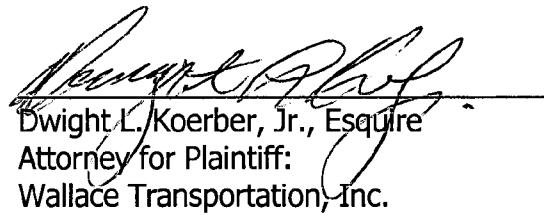
8. A review of the various issues set forth show that they are an entirely new cause of action and have no place whatsoever in the Contempt of Court Proceeding.

9. With respect to the various issues raised in the underlying litigation, Plaintiff would point out that Defendants have already filed an Answer to the underlying Complaint for Injunctive Relief. Attached hereto as Appendix A is a copy of the docket entries showing when that pleading was filed.

10. In the Reply which Defendants filed, they did not raise any of the issues that they are now asserting, and even if they had, it would have been inappropriate to raise them as New Matter.

WHEREFORE, Plaintiff prays that its Preliminary Objections be granted and the New Matter of Defendants be stricken as constituting an improper joinder of a cause of action.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Wallace Transportation, Inc.

APPENDIX A

Attached hereto as Appendix A is a copy of the docket entries showing when the Defendants' Answer to the Complaint for Injunctive Relief was filed.

Date: 07/17/2003

Time: 12:16 PM

Page 1 of 1

Clearfield County Court of Common Pleas

User: ACCESS

ROA Report

Case: 2003-00699-CD

Current Judge: John K. Reilly Jr.

Wallace Transportation, Inc. vs. James M. Wallace Sr., Betty Lou Wallace

Civil Other

Date	Judge	
05/09/2003	Filing: Civil Complaint Paid by: Koerber, Jr., Dwight L. (attorney for Wallace Transportation, Inc.) Receipt number: 1859947 Dated: 05/09/2003 Amount: \$85.00 (Check) 4 cc to Atty. ORDER: NOW, this 9th day of May, 2003 Plaintiff is directed to file a cash bond with the Prothonotary in the amount of \$5,000. Hearing shall be held on the preliminary injunction on the 16th day of May, 2003, at 8:30 AM. s/FJA 4 cc to Atty. Stewart.	No Judge
05/13/2003	Filed: Petition for Contempt of Court filed by Atty. Stewart. 4 CC to Atty. ORDER: NOW, this 13th day of May, 2003, upon consideration of the Petition for Contempt of Court filed by Plaintiff, it is the Order and Decree of this Court that the Defendants show cause why the Petition should not be granted and the relief requested therein be granted. Rule Returnable and hearing thereon shall be held on the 16th day of May, 2003 at 8:30 AM. s/JKR. 4 CC to Atty. Stewart. Answer. filed by s/John R. Carfley, Esq. Verification s/James M. Wallace, Sr. 1 cc to Atty	John K. Reilly Jr.
	Certificate of Service, Defendant's Answer to Plaintiff's Complaint upon: DWIGHT L. KOERBER, JR., ESQ. filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
05/16/2003	ORDER, NOW, this 16th day of May, 2003.re: Petition For Preliminary Injunction shall be and is hereby GRANTED to the extent that the oral lease between the parties for the subject premises shall terminate as of May 31, 2003, pending which Plaintiff, it's officers and employees shall have unrestricted access to the subject premises from 8:00 a.m. to 5:30 p.m. from every Monday through Friday pending termination of the lease. Further, the Prothonotary and Clerk of Courts of Clearfield County shall return to Plaintiff the \$5,000 cash bond in the abvoe-captioned matter. Hearing on Plaintiff's Petition for Contempt shall be rescheduled at the convenience of all parties. by the Court, s/JKR,JR.,P.J. 3 cc Atty Koerber, P. Carfley Ck#1162 issued to Plaintiff in the amount of \$5,000.00	John K. Reilly Jr.
06/02/2003	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	John K. Reilly Jr.
06/27/2003	Defendant's Answer to Plaintiff's Petition for Contempt of Court, filed by Atty. Carfley 2 Cert. to Atty. Certificate of Service, filed by Atty. Carfley Served copy of Defendants' Answer and New Matter to Plaintiff's Petition for Contempt of Court on Atty. Koerber by Mail.	John K. Reilly Jr.

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

Wallace Transportation, Inc.,
a Pennsylvania Corporation
Plaintiff

*

-vs-

*

Docket No. 03-699-CD

James M. Wallace, Sr. and
Betty Lou Wallace
Defendants

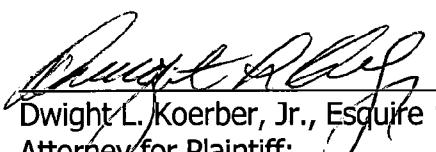
*

*

CERTIFICATE OF SERVICE

I certify that on the 17th day of July, 2003, the undersigned served a true and correct copy of the foregoing Preliminary Objections of Plaintiff in the above-captioned matter by United States First Class Mail upon counsel for Defendant, as follows:

John R. Carfley, Esquire
222 Presqueisle Street
P. O. Box 249
Philipsburg, PA 16866


Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff:
Wallace Transportation, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
DOCKET NO: 03-699-CD

Wallace Transportation, Inc.

vs.

James M. Wallace, Sr. and
Betty Lou Wallace

PRELIMINARY OBJECTIONS OF PLAINTIFF

4/3/04
Dwight Koerber

LAW OFFICE

DWIGHT KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

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

WALLACE TRANSPORTATION, INC. :
a Pennsylvania Corporation :
: :
-vs- : No. 03 - 699 - CD
: :
JAMES M. WALLACE, SR. and :
BETTY LOU WALLACE :
: :

ORDER

NOW, this 20th day of October, 2003, following argument into Preliminary Objections filed on behalf of Plaintiff to Defendants' New Matter, it is the ORDER of this Court that said Objections be and are hereby sustained and said New Matter stricken.

By the Court,

President Judge

FILED

OCT 21 2003

William A. Shaw
Prothonotary

FILED

0 11/17 2003 10a City Court
OCT 21 2003 2003-00000
LSB

William A. Shaw
Prothonotary

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

WALLACE TRANSPORTATION, INC., *
a Pennsylvania Corporation,
Plaintiff *

-vs-

JAMES M. WALLACE, SR. AND *
BETTY LOU WALLACE,
Defendants *

Docket No. 03-699-CD

Type of pleading:
PRAECIPE TO WITHDRAW
AND SETTLE

Filed on behalf of:
PLAINTIFF, Wallace
Transportation, Inc.

Counsel of record for
this party:

Dwight L. Koerber, Jr.,
Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

6/ 1/3/2005
FEB 15 2005
FILED
3CCo 3Cer.
of Disc to Atty
copy to CJA

William A. Shaw
Prothonotary/Clerk of Courts

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

WALLACE TRANSPORTATION, INC., *
a Pennsylvania Corporation,
Plaintiff *

-vs-

* Docket No. 03-699-CD

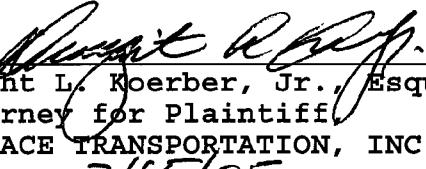
JAMES M. WALLACE, SR. AND *
BETTY LOU WALLACE,
Defendants *

PRAECIPE TO WITHDRAW AND SETTLE

TO THE PROTHONOTARY:

Please mark the above-captioned proceeding as withdrawn and
settled.

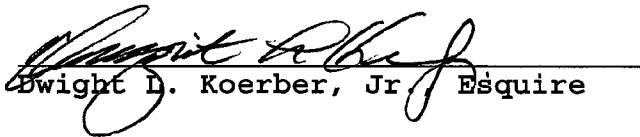
Respectfully submitted,

By: 
Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiff
WALLACE TRANSPORTATION, INC.
DATE: 2/15/05

CERTIFICATE OF SERVICE

I certify that on this 15 day of February, 2005, a copy of the foregoing pleading was served by United States First Class Mail upon the following:

John R. Carfley, Esquire
222 Presqueisle Street
P. O. Box 249
Philipsburg, PA 16866


Dwight L. Koerber, Jr. Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Wallace Transportation, Inc.

Vs.

No. 2003-00699-CD

James M Wallace Sr.
Betty Lou Wallace

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 February 15, 2005, marked:

Withdrawn and Settled

Record costs in the sum of \$85.00 have been paid in full by Dwight L. Koerber, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 15th day of February A.D. 2005.

William A. Shaw, Prothonotary