

03-804-CD  
WILLIAM BRUNNER vs. MARY L. CARSON

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

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-804-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT MARY L. CARSON		MAG. DIST. NO. OR NAME OF D.J. JAMES L. HAWKINS	
ADDRESS OF APPELLANT P.O. Box 325		CITY Madera	STATE PA
		ZIP CODE 16661	
DATE OF JUDGMENT 5/15/03	IN THE CASE OF (Plaintiff) WILLIAM BRUNNER, ET AL		(Defendant) MARY L. CARSON
CLAIM NO. CV LT	0000043-03	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Mary L. Carson</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.  
 This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

\_\_\_\_\_  
 Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon WILLIAM BRUNNER, ET AL, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 03-804-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Mary L. Carson*  
Signature of appellant or his attorney or agent

RULE: To WILLIAM BRUNNER, ET AL, appellee(s).  
Name of appellee(s)

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

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

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

Date: June 2, 2003

*William A. Shaw*  
Signature of Prothonotary or Deputy

FILED  
Def. pd.  
012:45:01 85.00  
JUN 02 2003 Copies to  
Def.

William A. Shaw  
Prothonotary

201230

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_

2012 2 12



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

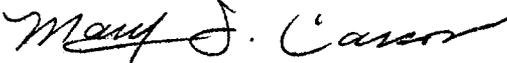
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 03-804-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT <b>MARY L. CARSON</b>		MAG. DIST. NO. OR NAME OF D.J. <b>JAMES L. HAWKINS</b>	
ADDRESS OF APPELLANT <b>P.O. Box 325</b>		CITY <b>Madera</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>5/15/03</b>		ZIP CODE <b>16661</b>	
IN THE CASE OF (Plaintiff) <b>WILLIAM BRUNNER, ET AL</b>		(Defendant) <b>MARY L. CARSON</b>	
CLAIM NO.  CV <u>0000043-03</u> LT _____	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.  
 This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

\_\_\_\_\_  
 Signature of Prothonotary or Deputy

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

**PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE**

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

**PRAECIPE:** To Prothonotary  
 Enter rule upon WILLIAM BRUNNER, ET AL, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 03-804-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

**RULE:** To WILLIAM BRUNNER, ET AL, appellee(s).  
Name of appellee(s)

\_\_\_\_\_  
 Signature of appellant or his attorney or agent

- (1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of mailing.

Date: June 2, 2003

\_\_\_\_\_  
 Signature of Prothonotary or Deputy

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 03-804-CD, upon the District Justice designated therein on (date of service) June 4, 2003,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) William Brunner, et al, on June 4, 2003  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on June 4, 2003,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 4th DAY OF June, 2003

Signature of affiant

Linda L. Ziembo

Signature of official before whom affidavit was made

Notary Public

Title of official

My commission expires on 12-17-05

NOTARIAL SEAL  
LINDA L. ZIEMBO, Notary Public  
Clearfield Boro, Clearfield County, PA  
My Commission Expires December 17, 2005

FILED

013.2003  
JUN 05 2003

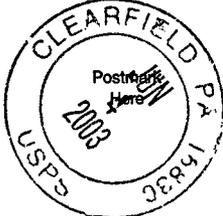
William A. Shaw  
Prothonotary

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

7001 1940 0001 9405 0472

**OFFICIAL USE**

Postage	\$ .37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	4.42
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>



**Sent To** James Hawkins, District Justice  
 Street, Apt. No.;  
 or PO Box No. 430 Spring Street, Suite 3  
 City, State, ZIP+4 Houtzdale, Pa 16651

Postage and Fees Paid 2003 January 2003 Reverse for Insurance

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

7001 1940 0001 9405 0496

**OFFICIAL USE**

Postage	\$ .37
* Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>



**Sent To**  
 William Brunner, et al  
 Street, Apt. No.;  
 or PO Box No. 1716 Evergreen Drive  
 City, State, ZIP+ 4  
 Coalport, PA 16627

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
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**IMPORTANT: Save this receipt and present it when making an inquiry.**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-04**

DJ Name: Hon. **JAMES L. HAWKINS**

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

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

PLAINTIFF/JUDGMENT DEBTOR:  
NAME and ADDRESS  
**BRUNNER, WILLIAM, ET AL.**  
**1716 EVERGREEN DRIVE  
COALPORT, PA 16627**

VS.  
DEFENDANT/JUDGMENT CREDITOR:  
NAME and ADDRESS  
**CARSON, MARY L**  
**P.O. BOX 325  
MADERA, PA 16661**

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

Docket No.: **CV-0000043-03**  
Date Filed: **4/15/03**



*03-804-CJ*

**THIS IS TO NOTIFY YOU THAT:**

Judgment: FOR PLAINTIFF

Judgment was entered for: (Name) BRUNNER, WILLIAM, ET AL.

Judgment was entered against: (Name) CARSON, MARY L.

in the amount of \$ 1,721.50 on: (Date of Judgment) 5/15/03

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

Damages will be assessed on:

This case dismissed without prejudice.

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

**FILED**

*6/11/03*  
**JUN 06 2003**

William A. Shaw  
Prothonotary

Amount of Judgment	\$ <b>1,650.00</b>
Judgment Costs	\$ <b>71.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>1,721.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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

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

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

5-15-03 Date James L. Hawkins, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
6-5-03 Date James L. Hawkins, District Justice

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

SEAL

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

2

Type of Pleading  
COMPLAINT

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

**FILED**

JUN 20 2003

William A. Shaw  
Prothonotary

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.  
MARY L. CARSON,  
Defendant

TO THE WITHIN NAMED DEFENDANT

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, Pennsylvania 16830  
Telephone (814) 765-2641 Ex. 50-51

BELL, SILBERBLATT & WOOD  
BY



Richard A. Bell, Esquire  
Attorney for Plaintiffs

BELL, SILBERBLATT & WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, Pennsylvania 16830

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

COMPLAINT

NOW COMES, the Plaintiffs by their attorney, Richard A. Bell, Esquire, of Bell, Silberblatt & Wood and files this Complaint against the Defendant.

1. The Plaintiffs are individuals of full age, who do business as Windy Knoll Stables with their home address and business address at 1716 Evergreen Drive, Coalport, Clearfield County, Pennsylvania 16627.

2. The Plaintiffs are in the business of buying, selling, breeding and maintaining horses.

3. Mary L. Carson is an individual of full age with an address of P.O. Box 325, Madera, PA 16661 and is in the business of buying and selling horses.

4. On or about June 14, 2002, the Plaintiffs sold a registered stallion to the Defendant for the sum of Two Thousand Five Hundred (\$2,500.00) Dollars. The

Defendant requested an extension of time to pay for the stallion, but this time has expired and the Defendant has never paid the Plaintiffs.

5. On or about November 19, 2002, at the Defendant's request, the Plaintiffs took a mare and a colt belonging to the Defendant to sell at a sale at K & K Horse Sales.

6. The mare and the colt were not sold because nobody was willing to pay the reasonable value for them.

7. The Plaintiffs notified the Defendant that the mare and the colt were not sold, but the Defendant stated she did not want them back. At that point the Plaintiffs offered to give the Defendant credit on the Two Thousand Five Hundred (\$2,500.00) Dollars owed to them for the stallion of Eight Hundred (\$800.00) Dollars for the mare and Three Hundred and Fifty (\$350.00) Dollars for the colt. The Defendant accepted this offer.

COUNT I

8. The Defendant has failed to pay anything to the Plaintiffs and the Plaintiffs claims damages of the Defendant as follows:

(A). The purchase price of the stallion	\$2,500.00
---	------------

Credit for the mare and colt \$1,150.00

Balance due on the sale \$1,350.00

(B). Haulage fee as follows:

Hauling stallion to Mary Carlson \$ 20.00

Hauling mare & colt to Plaintiffs' stables \$ 20.00

Hauling a mare and colt to H & K Horse Sales  
and back \$ 100.00

(C). Training the colt so it was saleable \$ 100.00

(D). No sale fee paid to H & K Horse Sales at  
Twenty-Five (\$25.00) Dollars each for the mare  
and the colt \$ 50.00

(E). Balance due for this claim \$1,640.00

COUNT II

9. The Plaintiffs sold the colt on December 28, 2002, for	\$ 300.00
and sold the mare on March 18, 2003 for	<u>\$1,150.00</u>
a total sale of	\$1,450.00

During the interval from November 23, 2002, when the mare and colt were returned from H & K Horse Sales to the date of the sale by the Plaintiffs, the Plaintiffs incurred the following board charges:

(A). Colt 11-23-02 to 12-28-02	\$145.00
(B). Mare 11-23-02 to 3-18-03	<u>\$500.00</u>
	\$645.00

10. On Count II the Plaintiffs have suffered a loss as follows:

(A). Boarding charges - Colt	\$145.00
Mare	\$500.00

Allowed Defendant credit on purchase of stallion	<u>\$1,150.00</u>
	\$1,795.00

Sale of colt and mare	\$1,450.00
Loss to the Plaintiffs	\$ 345.00

COUNT III

11. This matter was initially brought before District Justice James Hawkins who granted judgment for the Plaintiffs and against the Defendant in the sum of One Thousand Seven Hundred Twenty-One Dollars and Fifty Cents (\$1721.50).

12. The Defendant then appealed this judgment forcing the Plaintiffs to file this Complaint.

13. The Plaintiffs allege that this is a frivolous appeal without any basis for it and claim attorneys fees in an amount to be computed as of the date of hearing.

WHEREFORE, the Plaintiffs request total damages from the Defendant in the amount of One Thousand Nine Hundred Eighty-Five (\$1,985.00) Dollars damages, costs before the Magistrate Seventy-One Dollars and Fifty Cents (\$71.50), costs of this proceeding and attorneys fees.

BELL, SILBERBLATT & WOOD  
BY



Richard A. Bell, Esquire  
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF CLEARFIELD:

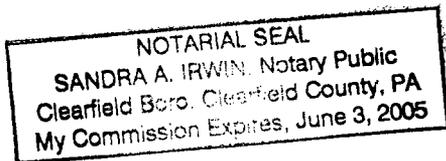
Before me, the undersigned officer, personally appeared WILLIAM BRUNNER and MARSHA BRUNNER, husband and wife, t/d/b/a WINDY KNOLL STABLES who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing COMPLAINT are true and correct to the best of their knowledge, information and belief.

William S Brunner  
WILLIAM BRUNNER  
Marsha S Brunner  
MARSHA BRUNNER

SWORN AND SUBSCRIBED before me,

this 20th day of June, 2003.

Sandra A. Irwin



<p>IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA CIVIL DIVISION</p>	<p>WILLIAM BRUNNER AND MARSHAL NBRUNNER, husband and wife, t/d/b/a WINDY KNOLL STABLES, Plaintiffs  vs. MARY L. CARSON, Defendant</p>	<p>COMPLAINT</p>		<p>BELL, SILBERBLATT &amp; WOOD ATTORNEYS AT LAW 318 EAST LOCUST STREET P. O. BOX 670 CLEARFIELD, PA. 16830</p>
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FILED

JUN 20 2003

6/12/05/mt  
William A. Shaw  
PROthonary  
2 cent to Atty

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading  
AFFIDAVIT OF SERVICE

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

**FILED**

JUN 27 2003

0/3:15/ *W*  
William A. Shaw

Prothonotary/Clerk of Courts

*NO CRNT.*

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.  
MARY L. CARSON,  
Defendant

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF CLEARFIELD :

AND NOW, this 27th day of June, 2003, I, Richard A. Bell, Esquire, being duly sworn, do depose and say that on June 20, 2003, I served a certified copy of the Complaint in the above captioned matter on Mary L. Carson, by causing the same to be deposited in the United States Mail at the United States Post Office located at 118 North Second Street, Clearfield, Pennsylvania 16830, postage prepaid, by Certified Mail No. 7001 2510 0003 0263 6840, Restricted Delivery, Return Receipt Requested, addressed to: Mary L. Carson P.O. Box 325, Madera, PA 16661.

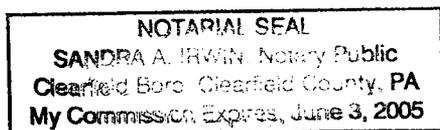
Copy of the covering letter, Receipt For Certified Mail, and the Return Receipt Card are attached hereto showing receipt on June 24, 2003.

BELL, SILBERBLATT & WOOD

By

  
Richard A. Bell, Esquire

SWORN TO and SUBSCRIBED before  
me this 27th day of June, 2003.





Law Office  
BELL, SILBERBLATT & WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
e-mail: [bswlaw@pennswoods.net](mailto:bswlaw@pennswoods.net)  
Writer's direct e-mail: [rbell@pennswoods.net](mailto:rbell@pennswoods.net)

RICHARD A. BELL  
ANN B. WOOD  
F. CORTEZ BELL, III

(814) 765-5537

Fax (814) 765-9730

PAUL SILBERBLATT 1954-1985  
F. CORTEZ BELL, JR. 1954-2002

OF COUNSEL:  
DANIEL C. BELL

June 20, 2003

RE: WILLIAM BRUNNER, ET UX  
VS.  
MARY L. CARSON  
NO. 03-804-CD

Ms. Mary L. Carson  
P.O. Box 325  
Madera, PA 16661

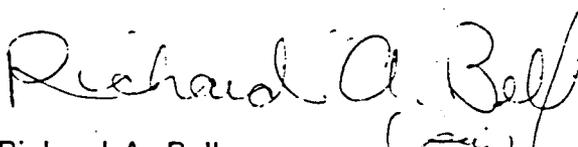
Dear Ms. Carson:

We represent William Brunner and Marsha Brunner with reference to the above matter. Mr. and Mrs. Brunner have filed the within Complaint in response to the Appeal you filed against them from the District Justice level.

Please note from the within Notice To Plead that you have twenty (20) days within which to file an Answer to this Complaint.

Very truly yours,

BELL, SILBERBLATT & WOOD  
BY

  
Richard A. Bell

RAB/sai  
Enclosure  
Certified Mail, Return Receipt  
Restricted Delivery No. 7001 2510 0003 0263 6840  
Regular Mail-w/enclosure  
CC: Mr. and Mrs. William Brunner

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ms Mary L. Carson  
P.O. Box 325  
Madera, PA 16661

2. Article Number

(Transfer from service label)

7001 2510 0003 0263 6840

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Mary Carson*

Agent

Addressee

B. Received by (Printed Name)

MARY CARSON

C. Date of Delivery

6-24-03

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

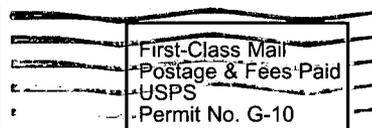
Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Richard A. Bell, Esquire  
**BELL, SILBERBLATT & WOOD**  
P.O. Box 670  
Clearfield, PA 16830

6830-0670

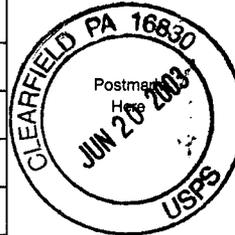


U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*

0499 8920 E000 0152 1002 7001 2510 0000 0260 6840

**OFFICIAL USE**

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	3.50
<b>Total Postage &amp; Fees</b>	<b>\$ 8.15</b>



Sent To  
ms Mary L. Carson  
Street, Apt. No. or PO Box No. P.O. Box 325  
City, State, ZIP+4 mader a, PA 16661

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**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

vs.  
MARY L. CARSON,  
Defendant

AFFIDAVIT OF SERVICE

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED

27 2003

A. Shaw  
Clerk of Courts

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading  
REPLY TO NEW MATTER  
AND COUNTERCLAIM OF  
THE DEFENDANT

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

**FILED**

**AUG 07 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM BRUNNER and  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs,

No. 03-804- C.D.

vs.

MARY L. CARSON,  
Defendant.

**REPLY OF PLAINTIFF TO NEW MATTER  
AND COUNTERCLAIM OF DEFENDANT**

**AND NOW COMES WILLIAM BRUNNER AND MARSHA BRUNNER,  
HUSBAND AND WIFE, T/D/B/A WINDY KNOLL STABLES, PLAINTIFFS, by their  
Attorney Richard A. Bell, of Bell, Silberblatt & Wood, and files the following Reply  
to the New Matter and Counterclaim of the Defendant.**

**14. The Plaintiffs incorporate herein paragraphs 1 through 13 of the original  
complaint.**

**15. It is denied that Plaintiffs attempted to force Defendant to purchase the  
stallion, but rather the Plaintiffs delivered the stallion to the Defendants barn as a  
result of an agreement between the Plaintiffs and the Defendant for the Defendant  
to purchase the stallion from the Plaintiffs.**

**16. It's admitted that no written agreement was entered into by the parties,  
but their was an oral agreement as stated in the complaint.**

**17. It is admitted that no bill of sale or receipt was presented to Defendant,  
but it was not so presented because the Defendant never paid for the horse. The  
normal policy of Plaintiffs is not as stated in this paragraph by the Defendant, but**

rather to present a bill of sale or receipt when they received the purchase money from the Defendant.

18. It's admitted that Plaintiffs have not paid the Defendant the sale price of the horses they sold on her behalf, because the Defendant owed them money for purchase of the stallion and they were prepared to credit the value of the mare and colt on the purchase price of the stallion.

#### REPLY TO COUNTERCLAIM

19. Plaintiffs incorporate herein paragraphs 1 through 13 of the complaint and paragraphs 14 through 18 of the reply.

20. The allegations of paragraph 20 are denied as previously stated. The Plaintiffs did not attempt to force the Defendant into a purchase that she had not agreed to. The reason that the horse was in the Defendants barn without the sale being consummated was because the Defendant requested twice of the Plaintiffs for additional time to pay the purchase price.

21. It is denied that the horses sold, namely the mare and the colt, were worth \$3,000.00. In further reply there to, the Plaintiffs attempted to sell the horses through K & K Horse Sales, but nobody would pay a reasonable price for the mare and the colt, even though the reasonable price was much lower than the \$3,000.00 claimed by the Defendant. After considerable time the Plaintiffs were able to sell the mare and the colt for a total price of \$1450.00 which the Plaintiffs were prepared to credit the Defendant on the purchase price of the stallion.

22. Admitted that the Plaintiffs have not paid the Defendant the sale price and the answer to the previous paragraphs are incorporated herein. The Plaintiffs were prepared to credit the Defendant with the sale price of the horses on the purchase price of the stallion which the Defendant owed to the Plaintiffs.

23. In further reply to this Counterclaim the Plaintiffs plead the provisions of District Justice Rules of Civil Procedure 1004 and Pennsylvania Rules of Civil Procedure 1020. The Defendant had filed a cross-complaint before the District Justice incorporating the issues presented by this Counterclaim. The District Justice found against the Defendant on her cross-complaint and the Defendant did not appeal from that judgement. The time for such appeal has passed and the Defendant is now bound by the judgement before the District Justice and her right to recover on the claims presented in this Counterclaim has been extinguished.

WHEREFORE, the Plaintiffs respectfully request that the Counterclaim be dismissed as to them and that they be given judgement on their complaint against the Defendant.

BELL, SILBERBLATT & WOOD  
By:



Richard A. Bell, Esquire  
Attorney for Plaintiffs

**VERIFICATION**

**We, William Brunner and Marsha Brunner state that the statements in the within Reply of Plaintiff and New Matter and Counterclaim of Defendant, are true and correct to the best of our knowledge, information and belief. This verification is made subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsifications to authorities.**

**Date:** 8-6-03

William S Brunner  
**William Brunner**

Marsha S Brunner  
**Marsha Brunner**

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Reply To New Matter and Counterclaim of the Defendant in the above matter was mailed the 7th day of August, 2003 by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

Mary L. Carson  
c/o Frederick M. Neiswender, Esquire  
501 East Market Street, Suite 3  
Clearfield, PA 16830



Richard A. Bell, Esquire  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

vs.  
MARY L. CARSON,  
Defendant

REPLY TO NEW MATTER AND  
COUNTERCLAIM OF THE  
DEFENDANT

FILED  
8/12/10  
AUG 07 2003

William A. Shaw  
Prothonotary/Clerk of Courts

*For cc* *gpb*

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

Arb. 4-5-04

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading

PLAINTIFFS PRE-TRIAL  
MEMORANDUM

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

**RECEIVED**

**MAR 25 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.  
MARY L. CARSON,  
Defendant

PRE-TRIAL MEMORANDUM FOR HEARING BEFORE ARBITRATORS

the Plaintiffs through their attorney Richard A. Bell, Esquire submit the following Pre-Trial Memorandum:

A. STATEMENT OF THE CASE

The Plaintiffs in this case are William Brunner and Marsha Brunner, husband and wife, t/d/b/a Windy Knoll Stables. William Brunner is a registered domestic animal dealer and hauler licensed by the Department Of Agriculture Of The Commonwealth Of Pennsylvania. On or about June 14, 2002, the Plaintiffs sold to the Defendant Mary L. Carson a registered stallion for the price of Two Thousand Five Hundred (\$2,500.00) Dollars. The Defendant did not pay for the stallion when the Plaintiffs delivered it to her, but asked for an extension of time to make that payment, which was granted by the Plaintiffs. The extension of time granted her has expired, but she has still not paid the Plaintiffs. On or about November 19, 2002, at the Defendant's request the Plaintiffs took a mare and a colt belonging to the Defendant to sell at a sale at K & K Horse Sales. The mare and the colt were not sold because nobody was willing to pay a reasonable value

for them. Mrs. Carson did not want them back so the Plaintiffs offered to give her a credit on what she owed them of Eight Hundred (\$800.00) Dollars on the mare and Three Hundred and Fifty (\$350.00) Dollars on the colt. The Defendant still did not pay the Plaintiffs and the Plaintiffs have incurred costs for training the colt, hauling the mare and colt to the sale and back and a no sale fee paid to K & K Horse Sales.

It should be noted that after the Plaintiffs filed their Complaint, the Defendant filed an Answer, New Matter and Counterclaim. The Plaintiffs then filed Preliminary Objections to the Counterclaim, and as a result the Honorable John K. Reilly, Jr., made an Order dated November 5, 2003 sustaining the Preliminary Objections and striking the Defendant's Counterclaim. Therefore, the only claim being considered here is the claim of the Plaintiffs.

#### B. CITATIONS

This case involves Contract Law. However in support of their claim for attorney's fees, the Plaintiffs cites 42 Pa.,C.S.A. § 2503, which has to do with the right of participants to receive counsel fees. A photocopy of that section is attached to this Memorandum. Plaintiffs also cite the case of Miller vs. Nelson, 768 A.2d., 858, and a photocopy of that case is also attached.

#### C. LIST OF WITNESSES

1. William Brunner and Marsha Brunner, Plaintiffs

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

COUNT 1

The Plaintiffs claim One Thousand Six Hundred and Forty (\$1,640.00) Dollars.

COUNT 2

The Plaintiffs claim Three Hundred and Forty-Five (\$345.00) Dolalrs.

COUNT 3

The Plaintiffs claim their attorneys fees in the amount of \$2,160.00

In support of these claims the Plaintiffs will submit a Statement from K & K Horse Sales, and a statement from Richard A. Bell, attorney, copies of which are attached.

Respectfully submitted

BELL, SILBERBLATT & WOOD  
BY

  
Richard A. Bell, Esquire

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Respectfully submitted

BELL, SILBERBLATT & WOOD  
BY

  
Richard A. Bell, Esquire

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of Plaintiffs' Pre-Trial Memorandum in the above matter was mailed the 25<sup>th</sup> day of March, 2004 by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

Mary L. Carson  
c/o Frederick M. Neiswender, Esquire-Attorney for Defendant  
501 East Market Street, Suite 3  
Clearfield, PA 16830

John Sughrue, Esquire-Arbitrator  
23 North Second Street  
Clearfield, PA 16830

Blaise Ferraraccio, Esquire-Arbitrator  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

Jeffrey S. DuBois, Esquire-Arbitrator  
190 West Park Avenue, Suite 5  
DuBois, PA 15801

  
Richard A. Bell, Esquire

where the effect of such withdrawal would be to render invalid service of a statement of claim made upon the attorney while still attorney of record for the defendant, but after he had notified defendant that he would no longer represent him; but it will grant him leave to withdraw as of the present time if the defendant has failed to pay the attorney any fee or to answer correspondence. *Id.*

**not to appear as counsel**

otherwise prescribed by general an employee of a court shall not appear attorney at law shall not appear in any on of any general rule relating to the courts, district justices and officers of courts.

otherwise prescribed by general personal staff of a judge of a court in such court as an attorney at law not notwithstanding the provisions of

, effective June 27, 1978. As amended

**Official Note**

Section 2 of the 1980 amendatory act provides:

"This act shall take effect in 60 days and shall apply to actions filed on and after that date, except that the amendments to 42 Pa.C.S. §§ 2502(a) and 7361(d) shall be effective immediately and shall be retroactive to June 27, 1978."

**Official Source Note:**

Derived from Constitution, Art. V, § 10(c) and act of April 14, 1834 (P.L. 333), § 75 (17 P.S. § 1607).

**References**

C.J.S. Attorney and Client § 63.  
C.J.S. Criminal Law § 978 et seq.

**Decisions**

could not enter judgment for the same. *Johnson v. Green*, 17 C.C. 77, 13 Lanc. 406, 1 J.P. 104, 1895; *Harlan v. Tripp*, 21

C.C. 116, 7 Dist. 382, 1898; *Palmeter v. Crowley*, 2 Just. 194, 1902; *Manifold v. Knissley*, 33 York 130, 1919.

The mere sending of a notice previous to instituting proceedings, in order to afford the defendant an opportunity to pay, did not disqualify the justice from entertaining jurisdiction of the cause. *Sample v. Shidel*, 20 C.C. 357, 1 Docket 162, 1 J.P. 102, 15 Lanc. 167, 45 Pitts. 304, 1898; *Ream v. Rock*, 1 J.P. 103, 15 Lanc. 327, 1898; *Worman v. Walter*, 8 North. 172, 1901; *Wagner v. Hoffman*, 19 Pa.Super. 414, 1902, reversing 10 Kulp 333, 8 North. 88, 4 Pa.Rec. 98; *Worman v. Walter*, 8 North. 172, 1901; *Weber v. Condrin*, 11 Dist. 396, 1902; *Brubaker v. Sheibley*, 19 Lanc. 241, 1902; *Atwood v. Allis*, 1 Just. 140, 1902; *Turtle Creek Land & Improvement Co. v. McMullin*, 2 Just. 201, 1904; *Harlan v. Tripp*, 21 C.C. 116, 7 Dist. 382, 2 Docket 17, 1898.

This disability is personal merely, and may be waived by going to trial with full knowledge; and will also be waived

by an appeal. It can be taken advantage of only by certiorari. *Palmeter v. Crowley*, 2 Just. 194, 1902.

A justice who acts as an agent for the collection of a claim, and prosecutes the case before a tribunal where distribution of a fund is made, cannot, after the claim is rejected, act as a justice of the peace and pass upon the merits of the claim in a suit before him. *Doran v. Bergey*, 30 C.C. 659, 14 Dist. 597, 3 Just. 187, 6 Lack. 175, 21 Montg. 85, 19 York 8, 1905; and where the plaintiff has written to the defendant to pay the debt to his attorney who is an alderman, the judgment of such alderman will be reversed on certiorari. *Barr v. Law*, 2 Blair Co. 314, 27 C.C. 57, 11 Dist. 770, 1 Just. 48, 1902; a justice should avoid even the suspicion of suing claims or entertaining jurisdiction of claims that came into his hands for collection. *Harshberger v. Nursery Co.*, 1 Just. 221, 1900.

**§ 2503. Right of participants to receive counsel fees**

The following participants shall be entitled to a reasonable counsel fee as part of the taxable costs of the matter:

(1) The holder of bonds of a private corporation who successfully recovers due and unpaid interest, the liability for the payment of which was denied by the corporation.

(2) A garnishee who enters an appearance in a matter which is discontinued prior to answer filed.

(3) A garnishee who is found to have in his possession or control no indebtedness due to or other property of the debtor except such, if any, as has been admitted by answer filed.

(4) A possessor of property claimed by two or more other persons, if the possessor interpleads the rival claimants, disclaims all interest in the property and disposes of the property as the court may direct.

(5) The prevailing party in an interpleader proceeding in connection with execution upon a judgment.

(6) Any participant who is awarded counsel fees as a sanction against another participant for violation of any general rule which expressly prescribes the award of counsel fees as a sanction for dilatory, obdurate or vexatious conduct during the pendency of any matter.

(7) Any participant who is awarded counsel fees as a sanction against another participant for dilatory, obdurate or vexatious conduct during the pendency of a matter.

(8) Any participant who is awarded counsel fees out of a fund within the jurisdiction of the court pursuant to any general rule relating to an award of counsel fees from a fund within the jurisdiction of the court.

(9) Any participant who is awarded counsel fees because the conduct of another party in commencing the matter or otherwise was arbitrary, vexatious or in bad faith.

(10) Any other participant in such circumstances as may be specified by statute heretofore or hereafter enacted.

1976, July 9, P.L. 586, No. 142, § 2, effective, June 27, 1978.

**Historical Note**

**Official Source Note:**

Derived from act of April 22, 1863 (P.L. 527), § 1 (12 P.S. § 2999), act of May 3, 1866 (P.L. 116), § 1 (15 P.S. § 108), act of June 11, 1885 (P.L. 107), § 1 (12 P.S. § 3000), act of April 29, 1891 (P.L. 35), § 1 (12 P.S. § 3001), act of June 22, 1931 (P.L. 883), § 13 (12 P.S. § 2370), and act of May 21, 1943 (P.L. 471) (No. 211), § 1 (12 P.S. § 583). See also *Bata v. Central-Penn National Bank of Philadelphia*, 448 Pa. 355, 379 n. 29 (1972).

**Prior Laws:**

1949, May 20, P.L. 1491, § 4 (40 P.S. § 1005.4).

1943, May 21, P.L. 471, No. 211, § 1 (12 P.S. § 583).

1931, June 22, P.L. 883, § 3 (12 P.S. § 2370).

1891, April 29, P.L. 35, § 1 (12 P.S. § 3001).

1885, June 11, P.L. 107, § 1 (12 P.S. § 3000).

1876, May 5, P.L. 112, § 1 (17 P.S. § 1634).

1868, April 2, P.L. 3, § 9 (17 P.S. § 1636).

1866, May 3, P.L. 116, § 1 (15 P.S. § 108).

1863, April 22, P.L. 527, § 1 (12 P.S. § 2999).

**Cross References**

Attorney's fees, taxable costs only to extent authorized by this section, see § 1726 of this title.

Damages for frivolous appeals, see Pa.R.A.P. 2744.

Parties entitled to costs, see Pa.R.A.P. 2741.

**Library References**

Costs ⇨ 172.

C.J.S. Costs § 218.

**Notes of Decisions**

In general 1  
 Actions for fees generally 8  
 Amount of fee  
     Generally 2  
     Garnishment 16  
 Appeal from decree, partition 14  
 Arbitration proceedings 9  
 Confession of judgment 7  
 Contingent fees 4  
 Corporations, garnishment 18  
 Division of fees 5

Garnishment 15-19  
     In general 15  
     Amount of fee 16  
     Corporations 18  
     Several garnishees 17  
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     Appeal from decree 14  
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     Services included 12  
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thus, does not satisfy the eligibility requirements of Section 401(a) of the UC Law.

Accordingly, the order of the Commonwealth Court is reversed.

ZAPPALA, J., concurs in the result.

Eugene L. MILLER, Appellant,

John F. NELSON, Appellee.

Superior Court of Pennsylvania.

Argued Oct. 31, 2000.

Filed Jan. 11, 2001.

Reargument Denied March 22, 2001.

Landlord filed civil district justice complaint against county attorney for allegedly denying him his civil rights in refusing to approve criminal charges against landlord's former tenant, and county attorney filed counter-claim seeking attorney fees and costs. The District Justice Court entered judgment for county attorney and against landlord in the amount of \$1,898.60. Landlord appealed, and county attorney filed counterclaim seeking attorney fees and filed motion for judgment on pleadings. The Court of Common Pleas, Franklin County, Civil Division No. 199-2064, Quigley, J., granted county attorney's motion and dismissed landlord's complaint. Landlord appealed. The Superior Court, No. 934 MDA 2000, Eakin, J., held that: (1) landlord's claim was barred by doctrine of absolute immunity, and (2) county attorney was entitled to attorney fees in defending landlord's frivolous claim both at trial and on appeal.

Affirmed and remanded.

MUNICIPAL AUTHORITY OF the CITY OF MONONGAHELA and the CITY OF MONONGAHELA, Petitioners,

v.

CARROLL TOWNSHIP AUTHORITY and the Township of Carroll, Respondents.

Supreme Court of Pennsylvania.

March 30, 2001.

Petition No. 767 WAL 2000 for Allowance of Appeal from the order of the Commonwealth Court.

Prior report: (Pa.Cmwlt.) 761 A.2d 194

ORDER

AND NOW, this 30th day of March, 2001, the above-listed matter is GRANTED, LIMITED to the following issue:

1) Whether the Commonwealth Court erred when it determined that the Rules of Civil Procedure apply to this matter.

1. Pleading 343

Motion for judgment on the pleadings is similar to a demurrer; it may be entered when there are no disputed issues of fact and the moving party is entitled to judgment as a matter of law.

2. Pleading 350(8)

On motion for judgment on the pleadings, in determining if there is a dispute as to facts, the trial court must confine its consideration to the pleadings and relevant documents.

2  
MILLER, Appellant,  
v.  
NELSON, Appellee.  
Court of Pennsylvania.  
ued Oct. 31, 2000.  
ed Jan. 11, 2001.  
t Denied March 22, 2001.

filed civil district justice  
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343  
judgment on the pleadings  
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50(8)  
or judgment on the plead-  
ing if there is a dispute as  
al court must confine its  
the pleadings and relevant

3. Appeal and Error ⇨863  
Scope of review on an appeal from the  
grant of judgment on the pleadings is ple-  
nary; Superior Court must determine if  
the action of the court below was based on  
a clear error of law or whether there were  
facts disclosed by the pleadings which  
should properly go to the jury.

4. District and Prosecuting Attorneys  
⇨10  
Landlord's claim that county attorney  
allegedly denied landlord his civil rights in  
refusing to approve criminal charges  
against landlord's former tenant for issu-  
ing a dishonored check was barred by  
doctrine of absolute immunity, and thus,  
county attorney was not civilly liable to  
landlord for performance of his prosecuto-  
rial functions.

5. District and Prosecuting Attorneys  
⇨10  
Absolute immunity encompasses a de-  
cision whether to prosecute, since the de-  
cision whether to initiate a prosecution is at  
the core of a prosecutor's judicial role.

6. District and Prosecuting Attorneys  
⇨10  
Purpose of absolute immunity is to  
protect the function of the prosecutor as a  
key participant in the criminal process.

7. Appeal and Error ⇨984(5)  
On review of a trial court's award of  
attorney fees, Superior Court may only  
consider whether the court palpably  
abused its discretion in making a fee  
award, and may not disturb the award if  
the record supports the trial court's find-  
ing that the sanctioned party violated the  
relevant conduct provision of the Judicial  
Code. 42 Pa.C.S.A. § 2503(7, 9).

8. Costs ⇨194.44  
Landlord's civil claim against county  
attorney was frivolous and vexatious, so as  
to justify award of attorney fees due to his  
pursuit of county attorney on claim that  
attorney was civilly liable in refusing to  
approve criminal charges against land-

lord's former tenant who issued dishon-  
ored check, where landlord was advised  
number of times that his lawsuit was  
barred by doctrine of immunity without  
any possible chance of success, but he,  
nevertheless, insisted on pursuing cause of  
action.

9. Costs ⇨194.44  
Relentless pursuit of a claim which  
plainly lacks legal merit warrants an  
award of counsel fees.

10. Costs ⇨194.44  
Suit is vexatious so as to support  
award of attorney fees if brought without  
legal or factual grounds and if the action  
served the sole purpose of causing annoy-  
ance.

11. Costs ⇨260(4)  
An appeal is deemed frivolous so as to  
support award of attorney fees if it lacks  
any basis in law or fact.

12. Costs ⇨260(5)  
Landlord's appeal of order dismissing  
civil claim against county attorney was  
frivolous, so as to justify award of attorney  
fees on remand, where landlord claimed  
that attorney was civilly liable in refusing  
to approve criminal charges against land-  
lord's former tenant who issued dishon-  
ored check, landlord was advised number  
of times by both county attorney and trial  
court that his lawsuit was barred by doc-  
trine of immunity without any possible  
chance of success, but he, nevertheless,  
insisted on filing appeal.

Eugene L. Miller, appellant, pro se.  
George T. McCool, Conshohocken, for  
appellee.  
Before POPOVICH, EAKIN and  
BECK, JJ.  
EAKIN, J.  
¶ 1 Eugene Miller appeals the order en-  
tering judgment on the pleadings in favor

of John F. Nelson, and dismissing Miller's complaint. The trial court also awarded Nelson counsel fees of \$4,489. We affirm and remand for calculation of attorneys' fees incurred in this appeal.

¶ 2 This action has its roots in a landlord-tenant dispute between Miller and his tenant, Johannah Bruch. Bruch rented an apartment from Miller and attempted to pay rent with a check ultimately dishonored by her bank. In a civil complaint, Miller claimed damages of approximately \$8,000, and the record shows Miller obtained judgment against Bruch.

¶ 3 In addition to the civil action, Miller attempted to file a private criminal complaint against Bruch for passing a bad check. Pennsylvania Rule Criminal Procedure 106 gives the district attorney authority to approve or disapprove criminal charges which private citizens wish to have filed. Nelson, District Attorney of Franklin County, declined to approve the charge due to lack of evidence and because Miller had obtained a civil judgment against Bruch. When such a request is denied, the rule provides "the affiant may petition the court of common pleas for review of the decision." Pa.R.Crim.P. 106(b)(2). Accordingly, Miller filed a petition requesting review of Nelson's decision.

¶ 4 By order of April 13, 1999, the common pleas court denied that petition and determined Nelson had not abused his discretion. In his order of April 13, 1999, President Judge John R. Walker opined the check "created a civil loan, not a crime" because the word "hold" was written in the memo section of the check. The court also found "the private criminal complaint lacks legal sufficiency for any criminal charges." Miller did not appeal the trial court's determination that Nelson did not abuse his discretion in disapproving the private criminal complaint; that issue is not before us.

¶ 5 On August 12, 1999, Miller filed a civil district justice complaint against Nelson. Miller alleged Nelson denied him his civil rights in refusing to approve criminal

charges against Bruch, and demanded both compensatory and punitive damages. By letter of August 20, 1999, Nelson advised Miller he would pursue a judgment against Miller for counsel fees if he refused to withdraw his "clearly frivolous" action. When Miller did not withdraw his complaint, Nelson invoked his immunity from civil liability for the performance of his prosecutorial functions and on October 25, 1999, filed a cross-claim against Miller requesting attorneys' fees and costs. On October 29, 1999, the district justice entered judgment for Nelson and against Miller in the amount of \$1,898.60.

[1-3] ¶ 6 Miller filed a timely appeal with the Franklin County Court of Common Pleas, filing his complaint December 6, 1999. On December 27, 1999, Nelson filed an answer and counterclaim seeking attorneys' fees pursuant to 42 Pa.C.S. § 2503. On that same date, Nelson filed a motion for judgment on the pleadings, requesting dismissal of Miller's complaint. On March 3, 2000, the Honorable Keith B. Quigley, specially presiding, granted Nelson's motion and dismissed Miller's lawsuit. This timely appeal followed.

Entry of judgment on the pleadings is permitted under Pa.R.C.P. 1034 which provides for such judgment after the pleadings are closed, but within such time as not to delay trial. A motion for judgment on the pleadings is similar to a demurrer. It may be entered when there are no disputed issues of fact and the moving party is entitled to judgment as a matter of law. In determining if there is a dispute as to facts, the court must confine its consideration to the pleadings and relevant documents. The scope of review on an appeal from the grant of judgment on the pleadings is plenary. We must determine if the action of the court below was based on a clear error of law or whether there were facts disclosed by the pleadings which should properly go to the jury.

against Bruch, and demanded compensatory and punitive damages. On August 20, 1999, Nelson advised he would pursue a judgment for counsel fees if he retracted his "clearly frivolous" when Miller did not withdraw his. Nelson invoked his immunity liability for the performance of official functions and on October 1999, filed a cross-claim against Miller attorneys' fees and costs. On 1999, the district justice entered judgment for Nelson and against an amount of \$1,898.60.

Miller filed a timely appeal Franklin County Court of Common Pleas on December 27, 1999, Nelson answered and counterclaim seeking fees pursuant to 42 Pa.C.S. On that same date, Nelson filed a judgment on the pleadings, remission of Miller's complaint. In 2000, the Honorable Keith B. [redacted] presiding, granted Nelson and dismissed Miller's lawfully appeal followed.

Judgment on the pleadings is under Pa.R.C.P. 1034 which for such judgment after the are closed, but within such to delay trial. A motion for on the pleadings is similar to a

It may be entered when no disputed issues of fact and party is entitled to judgment of law. In determining if dispute as to facts, the court line its consideration to the and relevant documents. The review on an appeal from the judgment on the pleadings is We must determine if the ac- court below was based on a of law or whether there were used by the pleadings which properly go to the jury.

*Citicorp North America, Inc. v. Thornton*, 707 A.2d 536, 538 (Pa.Super.1998) (citations omitted).

[4-6] ¶ 7 The learned trial court determined the doctrine of immunity bars the lawsuit against Nelson. A prosecutor enjoys absolute immunity from liability for civil damages for actions related to prosecution of a criminal case. *Imbler v. Pachtman*, 424 U.S. 409, 430-31, 96 S.Ct. 984, 47 L.Ed.2d 128 (1976). Since the decision whether to initiate a prosecution "is at the core of a prosecutor's judicial role," *Kulwicki v. Dawson*, 969 F.2d 1454, 1463-64 (3d Cir.1992), this immunity encompasses a decision whether to prosecute. *Panayotides v. Rabenold*, 35 F.Supp.2d 411, 416 (E.D.Pa.1999), *aff'd*, 210 F.3d 358 (3d Cir. 2000). "The purpose of absolute immunity is to protect the function of the prosecutor as a key participant in the criminal process." *Williams v. Hartje*, 827 F.2d 1203, 1208 (8th Cir.1987). As the Supreme Court reasoned in *Imbler*:

A prosecutor is duty bound to exercise his best judgment both in deciding which suits to bring and in conducting them in court. The public trust of the prosecutor's office would suffer if he were constrained in making every decision by the consequences in terms of his own potential liability in a suit for damages. Such suits could be expected with some frequency, for a defendant often will transform his resentment at being prosecuted into the ascription of improper and malicious actions to the State's advocate. Further, if the prosecutor could be made to answer in court each time such a person charged him with wrongdoing, his energy and attention would be diverted from the pressing duty of enforcing the criminal law. . . .

Frequently acting under serious constraints of time and even information, a prosecutor inevitably makes many decisions that could engender colorable claims of constitutional deprivation. Defending these decisions, often years after they were made, could impose

unique and intolerable burdens upon a prosecutor responsible annually for hundreds of indictments and trials.

*Id.*, at 424-26, 96 S.Ct. 984 (citations omitted).

¶ 8 While more complaints are spawned by charges filed than charges declined, the immunity is the same, and it is absolute. In light of this principle, we conclude Miller's claim is without legal merit, and District Attorney Nelson clearly was entitled to judgment on the pleadings as a matter of law.

[7] ¶ 9 Our review of a trial court's award of attorneys' fees is limited. We may only consider whether the court "palpably abused its discretion in making a fee award." *Thunberg v. Strause*, 545 Pa. 607, 682 A.2d 295, 299 (1996). We may not disturb the award if the record supports the trial court's finding that Miller violated the relevant conduct provision of the Judicial Code. *In re Estate of Schram*, 696 A.2d 1206, 1213 (Pa.Cmwlt.1997), *appeal denied*, 550 Pa. 712, 705 A.2d 1313 (1997). The Judicial Code permits an award of reasonable counsel fees "as a sanction against another participant for dilatory, obdurate or vexatious conduct during the pendency of a matter." 42 Pa.C.S. § 2503(7). Moreover, the court may award counsel fees "because the conduct of another party in commencing the matter or otherwise was arbitrary, vexatious or in bad faith." 42 Pa.C.S. § 2503(9). Such awards represent an attempt to curtail the filing of lawsuits which are frivolous or otherwise improper. *Thunberg*, at 300.

[8] ¶ 10 Here, the record discloses Miller was advised a number of times that his lawsuit against Nelson was barred by the doctrine of immunity. Since Miller persisted after he was unquestionably advised his suit had no legal basis or possible chance of success, the trial court concluded Nelson was entitled to counsel fees. The trial court found Miller's lawsuit was "meritless, frivolous, vexatious and obdurate." Trial Court Opinion, 3/3/00, at 3.

[9, 10] ¶ 11 The record in this case plainly discloses no abuse of discretion in the court's award of counsel fees. The relentless pursuit of a claim which plainly lacks legal merit warrants an award of counsel fees. See, e.g., *In re Estate of Liscio*, 432 Pa.Super. 440, 638 A.2d 1019 (1994), appeal denied, 539 Pa. 679, 652 A.2d 1324 (1994) (pursuing claim with no reasonable possibility of success and prolonging litigation justifies award of counsel fees under 42 Pa.C.S. § 2503). A suit is vexatious if brought without legal or factual grounds and if the action served the sole purpose of causing annoyance. *Thunberg*, at 299.

¶ 12 Miller insisted on pursuing his cause against Nelson even though fully and repeatedly informed his claims had no merit. It is apparent from his *pro se* filings Miller feels overwhelmed by the perceived injustice of Bruch escaping criminal punishment, and finds no comfort in a civil judgment which he is unable to collect. However, criminal charges are brought in the name of the Commonwealth, not the victim, and not all dishonored checks violate the criminal statutes. Miller's relentless legal crusade (and his unwillingness to acknowledge the reality of prosecutorial immunity) does not excuse his abuse of the judicial system.

[11, 12] ¶ 13 The Rules of Appellate Procedure permit this Court to award counsel fees or other damages where it determines

an appeal is frivolous or taken solely for delay or that the conduct of the participant against whom costs are to be imposed is dilatory, obdurate or vexatious. The appellate court may remand the case to the trial court to determine the amount of damages authorized by this

rule. Pa.R.A.P. 2744(2). An appeal is deemed frivolous if it lacks any basis in law or fact. *Thunberg*, at 302. As discussed fully above, Miller's claims against Nelson unquestionably lack legal merit, and Miller knew it. He heard it from Nelson. He

heard it from the trial court. Now he has heard it from us. We do not expect he will like it any more than he did before, but that dislike does not permit him to continue vexing or creating legal expense for this respected public servant. Simply put, Miller must accept the fact that Bruch's wrong does not excuse his harassment and legal pursuit of the District Attorney.

¶ 14 We affirm the order granting judgment on the pleadings, dismissing Miller's lawsuit and awarding counsel fees. Nelson also seeks an award of the counsel fees incurred in defending this appeal. We grant Nelson's request for an award of counsel fees, and remand the case to the trial court for calculation of reasonable fees incurred by Nelson in this appeal, to be paid by Miller.

¶ 15 Order affirmed. Case remanded for calculation of attorneys' fees. Jurisdiction relinquished.



James STRICKLER, Jr., A Minor, by  
James Strickler and Angela Strickler,  
His Parents and Natural Guardians,  
and James Strickler and Angela  
Strickler, In Their Own Right, Appel-  
lants,

v.

Bharati DeSAI, M.D., Appellee.

Superior Court of Pennsylvania

Argued Oct. 17, 2000.

Filed Jan. 19, 2001.

Reargument Denied March 29, 2001.

A patient's parents filed a claim to recover from the Property and Casualty Insurance Guaranty Association (PCIGA) following insolvency of physician's medical

his where the effect of such withdrawal would be to render invalid service of a statement of claim made upon the attorney while still attorney of record for the defendant, but after he had notified defendant that he would no longer represent him; but it will grant him leave to withdraw as of the present time if the defendant has failed to pay the attorney any fee or to answer correspondence. Id.

**not to appear as counsel**

as otherwise prescribed by general an employee of a court shall not appear attorney at law shall not appear in any of any general rule relating to the of courts, district justices and officers ers of courts.

s otherwise prescribed by general e personal staff of a judge of a court in such court as an attorney at law rt notwithstanding the provisions of

2, effective June 27, 1978. As amended

**Official Note**

Section 2 of the 1980 amendatory act provides:

"This act shall take effect in 60 days and shall apply to actions filed on and after that date, except that the amendments to 42 Pa.C.S. §§ 2502(a) and 7361(d) shall be effective immediately and shall be retroactive to June 27, 1978."

**Official Source Note:**

Derived from Constitution, Art. V, § 10(c) and act of April 14, 1834 (P.L. 333), § 75 (17 P.S. § 1607).

**References**

C.J.S. Attorney and Client § 63.  
C.J.S. Criminal Law § 978 et seq.

**of Decisions**

could not enter judgment for the same.  
Johnson v. Green, 17 C.C. 77, 13 Lanc. 406, 1 J.P. 104, 1895; Harlan v. Tripp, 21

C.C. 116, 7 Dist. 382, 1898; Palmeter v. Crowley, 2 Just. 194, 1902; Manifold v. Knissley, 33 York 130, 1919.

The mere sending of a notice previous to instituting proceedings, in order to afford the defendant an opportunity to pay, did not disqualify the justice from entertaining jurisdiction of the cause. Sample v. Shidel, 20 C.C. 357, 1 Docket 162, 1 J.P. 102, 15 Lanc. 167, 45 Pitts. 304, 1898; Ream v. Rock, 1 J.P. 103, 15 Lanc. 327, 1898; Worman v. Walter, 8 North. 172, 1901; Wagner v. Hoffman, 19 Pa.Super. 414, 1902, reversing 10 Kulp 333, 8 North. 88, 4 Pa.Rec. 98; Worman v. Walter, 8 North. 172, 1901; Weber v. Condrin, 11 Dist. 396, 1902; Brubaker v. Sheibley, 19 Lanc. 241, 1902; Atwood v. Allis, 1 Just. 140, 1902; Turtle Creek Land & Improvement Co. v. McMullin, 2 Just. 201, 1904; Harlan v. Tripp, 21 C.C. 116, 7 Dist. 382, 2 Docket 17, 1898.

This disability is personal merely, and may be waived by going to trial with full knowledge; and will also be waived

by an appeal. It can be taken advantage of only by certiorari. Palmeter v. Crowley, 2 Just. 194, 1902.

A justice who acts as an agent for the collection of a claim, and prosecutes the case before a tribunal where distribution of a fund is made, cannot, after the claim is rejected, act as a justice of the peace and pass upon the merits of the claim in a suit before him. Doran v. Bergey, 30 C.C. 659, 14 Dist. 597, 3 Just. 187, 6 Lack. 175, 21 Montg. 85, 19 York 8, 1905; and where the plaintiff has written to the defendant to pay the debt to his attorney who is an alderman, the judgment of such alderman will be reversed on certiorari. Barr v. Law, 2 Blair Co. 314, 27 C.C. 57, 11 Dist. 770, 1 Just. 48, 1902; a justice should avoid even the suspicion of suing claims or entertaining jurisdiction of claims that came into his hands for collection. Harshberger v. Nursery Co., 1 Just. 221, 1900.

**§ 2503. Right of participants to receive counsel fees**

The following participants shall be entitled to a reasonable counsel fee as part of the taxable costs of the matter:

- (1) The holder of bonds of a private corporation who successfully recovers due and unpaid interest, the liability for the payment of which was denied by the corporation.
- (2) A garnishee who enters an appearance in a matter which is discontinued prior to answer filed.
- (3) A garnishee who is found to have in his possession or control no indebtedness due to or other property of the debtor except such, if any, as has been admitted by answer filed.
- (4) A possessor of property claimed by two or more other persons, if the possessor interpleads the rival claimants, disclaims all interest in the property and disposes of the property as the court may direct.
- (5) The prevailing party in an interpleader proceeding in connection with execution upon a judgment.

(6) Any participant who is awarded counsel fees as a sanction against another participant for violation of any general rule which expressly prescribes the award of counsel fees as a sanction for dilatory, obdurate or vexatious conduct during the pendency of any matter.

# K & K Horse Sales

Steve & Becky Kuhn (717) 334-7282  
Day of Sale (610) 488-9653

Customer

BILL BRUNNER



Directions: Exit 23 of 78 to Mt.  
Springs Arena, Shartlesville, PA

Date: 11-23-02

LOT	DESCRIPTION	PRICE	COMM.	AMOUNT
2	7mo STUB COLT	NIS		
9	10yr GELD QH	425.00	21.25	403.75
13	4yr MOLE	NIS		
18	7yr QH MARE	NIS		
	CON FEE			100.00
	Sub Total			303.75
	Sales Tax			
	Total			
	Less Purchases			
	Amount Due			



CK 2483

STATEMENT OF RICHARD A. BELL, ESQUIRE

Fees paid to date	\$1,560.00
Projected Fees through Arbitration Hearing	<u>\$ 600.00</u>
TOTAL	\$2,160.00

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES,  
plaintiff

vs.

MARY L. CARSON, Defendant

PLAINTIFFS PRE-TRIAL  
MEMORANDUM

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

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

WILLIAM BRUNNER and  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES,  
Plaintiffs,

vs.

MARY L. CARSON,  
Defendant.

No. 03 - 804 - C.D.

Type of case: Civil

Type of pleading: Answer, New Matter  
and Counterclaim

Filed on behalf of: Defendant,  
Mary L. Carson

Counsel for Defendant:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456  
501 East Market Street, Suite 3  
Clearfield, Pennsylvania 16830  
(814) 765-6500

**FILED**

JUL 21 2003

William A. Shaw  
Prothonotary

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

WILLIAM BRUNNER and	:	
MARSHA BRUNNER, husband	:	
and wife,	:	
t/d/b/a WINDY KNOLL STABLES,	:	
Plaintiffs,	:	
	:	
vs.	:	No. 03 - 804 - C.D.
	:	
MARY L. CARSON,	:	
Defendant.	:	

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or 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  
1 North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-2641

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

WILLIAM BRUNNER and	:	
MARSHA BRUNNER, husband	:	
and wife,	:	
t/d/b/a WINDY KNOLL STABLES,	:	
Plaintiffs,	:	
	:	
vs.	:	No. 03 - 804 - C.D.
	:	
MARY L. CARSON,	:	
Defendant.	:	

**ANSWER**

NOW, comes the Defendant, MARY L. CARSON, by and through her attorney, FREDERICK M. NEISWENDER, ESQUIRE and makes her Answer to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. Plaintiffs offered to sell the stallion in question to Defendant and boarded the stallion with the Defendant. However, Defendant never agreed to purchase the stallion.
5. Admitted.
6. After reasonable investigation, Defendant does not have sufficient information to either admit or deny this averment.
7. Denied. Plaintiffs offered to sell the mare and colt for Defendant, but a reasonable price was never discussed. Defendant never accepted an offer to purchase the stallion.

COUNT I

8. (A.-E.) Denied. Defendant never agreed to purchase the stallion in question.

COUNT II

9. (A., B.) Denied. Defendant never agreed to purchase the stallion in question.

10. (A.) Denied. Defendant never agreed to purchase the stallion in question.

COUNT III

11. Admitted.

12. Admitted.

13. Denied. Defendant believes and therefore avers that her defense of this case is with merit.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendant.

NEW MATTER

NOW, comes the Defendant, MARY L. CARSON, by and through her attorney, FREDERICK M. NEISWENDER, ESQUIRE and avers as New Matter the following:

14. Defendant restates and incorporates Paragraphs 1 through 13 above as if stated at length herein.

15. Plaintiffs attempted to force Defendant into purchase of the stallion in question by bringing the horse to Defendant's barn and leaving it for her.

16. No written agreement was entered into by the parties.

17. No bill of sale or receipt was presented to Defendant, as is normally the policy of Plaintiffs when they sell a horse.

18. Plaintiffs have not paid Defendant the net sale price of the horses they sold on her behalf.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendant.

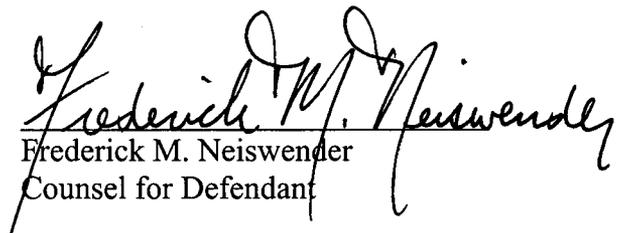
**COUNTERCLAIM - UNJUST ENRICHMENT**

NOW, comes the Defendant, MARY L. CARSON, by and through her attorney, FREDERICK M. NEISWENDER, ESQUIRE and avers as Counterclaim the following:

19. Defendant restates and incorporates Paragraphs 1 through 18 above as if stated at length herein.
20. Plaintiffs attempted to force Defendant into purchase of the stallion in question by bringing the horse to Defendant's barn and leaving it for her. Plaintiffs owe Defendant board in the amount of \$1,500.00 for leaving the stallion with Defendant.
21. Defendant avers that the horses sold on her behalf by Plaintiffs were worth at least \$3,000.00.
22. Plaintiffs have not paid Defendant the net sale price of the horses they sold on her behalf.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendant in the amount of \$4,500.00 plus costs.

Respectfully submitted,

  
Frederick M. Neiswender  
Counsel for Defendant

MARY L. CARSON hereby states that she is the Defendant in this action and that the statements of fact made in the foregoing Answer, New Matter and Counterclaim are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: July 21 - 03

  
MARY L. CARSON

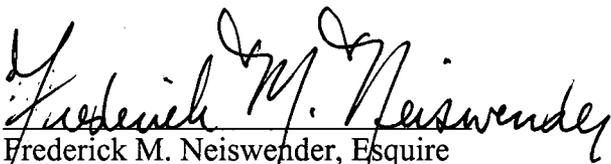
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

WILLIAM BRUNNER and :  
MARSHA BRUNNER, husband :  
and wife, :  
t/d/b/a WINDY KNOLL STABLES, :  
Plaintiffs, :  
vs. : No. 03 - 804 - C.D.  
MARY L. CARSON, :  
Defendant. :

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon William and Marsha Brunner, t/d/b/a Windy Knoll Stables, by mailing, first class, postage prepaid, a true copy to the office of his attorney of record, Richard A. Bell, Esquire, on July 22, 2003, at the following address:

Richard A. Bell, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, Pennsylvania 16830

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant  
501 East Market Street, Suite 3  
Clearfield, Pennsylvania 16830

FILED

300

0/3:04  
JUL 21 2003

Atty Neiswander

William A. Shaw  
Prothonotary



*[Faint handwritten scribbles]*

CA

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading  
PRELIMINARY OBJECTIONS  
BY PLAINTIFFS TO THE  
COUNTERCLAIM OF THE  
DEFENDANT

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

**FILED**

**AUG 07 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM BRUNNER and  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs,

No. 03-804- C.D.

vs.

MARY L. CARSON,  
Defendant.

PRELIMINARY OBJECTIONS BY PLAINTIFF  
TO THE COUNTERCLAIM OF THE DEFENDANT

AND NOW COMES WILLIAM BRUNNER AND MARSHA BRUNNER,  
HUSBAND AND WIFE, T/D/B/A WINDY KNOLL STABLES, PLAINTIFFS, by their  
Attorney Richard A. Bell, of Bell, Silberblatt & Wood and files these Preliminary  
Objections to the Counterclaim of the Defendant.

MOTION TO DISMISS

1. The defendant has filed an Answer, New Matter, and Counterclaim to the Complaint of the Plaintiffs.
2. The Counterclaim of the Defendant incorporates claims which were previously asserted in a cross-complaint before the District Justice.
3. Judgement was rendered against the Defendant on her cross-complaint on May 15, 2003.
4. The defendant appealed from the complaint filed by the Plaintiffs against the Defendant before the District Justice, but did not appeal from the judgement against her in her cross-complaint.

5. Time for the defendant to file an appeal from the judgement against her on her cross-complaint expired on June 5, 2003 and no such appeal has been filed.

6. Rule 1004 of the District Justice Rules of Civil Procedure extinguishes the right of the Defendant to appeal from that judgement after the appeal period has expired on June 5, 2003.

WHEREFORE, the Plaintiffs respectfully request that the Counterclaim of the Defendant be dismissed.

**BELL, SILBERBLATT & WOOD**

**By:**

A handwritten signature in cursive script, appearing to read "Richard A. Bell", is written over a horizontal line.

**Richard A. Bell, Esquire  
Attorney for Plaintiffs**

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Preliminary Objections By Plaintiffs To The Counterclaim Of The Defendant in the above matter was mailed the 7th day of August, 2003 by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

Mary L. Carson  
c/o Frederick M. Neiswender, Esquire  
501 East Market Street, Suite 3  
Clearfield, PA 16830

  
Richard A. Bell, Esquire  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

vs.  
MARY L. CARSON,  
Defendant

PRELIMINARY OBJECTIONS  
BY PLAINTIFFS TO THE  
COUNTERCLAIM OF THE  
DEFENDANT

FILED  
8/12/03  
AUG 07 2003

William A. Shaw  
Prothonotary/Clerk of Courts

*No cc*

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

WILLIAM BRUNNER AND MARSHA :

BRUNNER, husband and wife, t/d/b/a :

WINDY KNOLL STABLES :

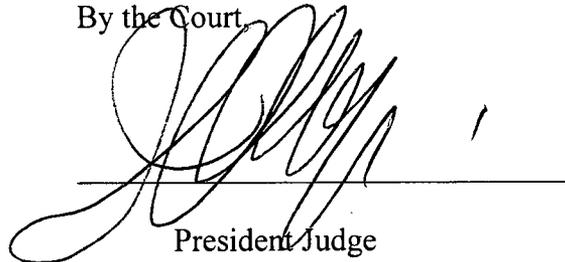
-vs- : No. 03 – 804 – CD

MARY L. CARSON :

**ORDER**

NOW, this 5<sup>th</sup> day of November, 2003, upon consideration of Plaintiffs' Preliminary Objections to Defendant's Counter-Claim in the above proceeding, it is the ORDER of this Court that said Objections be and are hereby sustained and Defendant's Counter-Claim stricken. Opinion to be filed in the event of an appeal.

By the Court



President Judge

**FILED**

**NOV 06 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED** *ice Atty's Miswender, Bell*  
~~NOV 11 11:00 AM~~  
NOV 06 2003

William A. Shaw  
Prothonotary/Clerk of Courts

10 10

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading  
PRAECIPE TO WITHDRAW

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

**FILED**

**DEC 23 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES

Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

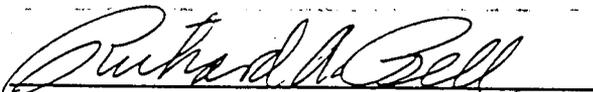
TO: WILLIAM A. SHAW, PROTHONOTARY

PRAECIPE TO WITHDRAW

Please note on the record my withdrawal as counsel for the Plaintiffs in the  
above case.

BELL, SILBERBLATT & WOOD  
By:

Dated: Nov. 19, 2003

  
Richard A. Bell, Esquire

CONSENT TO WITHDRAW

We, WILLIAM BRUNNER AND MARSHA BRUNNER, Plaintiffs in the above  
case consent to the withdrawal of Richard A. Bell, Esquire as our counsel in the  
above case.

Dated: 12-15-03

  
William Brunner  
  
Marsha Brunner

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of a Praeceptum To Withdraw in the above matter was mailed the 23rd day of December, 2003 by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

Mary L. Carson  
c/o Frederick M. Neiswender, Esquire  
501 East Market Street, Suite 3  
Clearfield, PA 16830

Mr. and Mrs. William Brunner  
1716 Evergreen Drive  
Coalport, PA 16627

  
Richard A. Bell, Esquire

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

vs.

MARY L. CARSON, Defendant

PRAECIPE TO WITHDRAW

**FILED**

DEC 23 2003

William A. Shaw  
Prothonotary/Clerk of Courts

Copy to

YA

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

03-804 CD

DATE PRESENTED 1-12-04

CASE NUMBER

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint

( ) Jury ( ) Non-Jury

Filed: 4-15-03

(X) Arbitration

1/2 days/hours

William E. Marsha Brunner - Windy Knoll Stables  
PLAINTIFF(S)

Mary L. Carson  
DEFENDANT(S)

( )

Check block if a minor  
is a Party to the Case

**FILED**

ADDITIONAL DEFENDANT(S)

( )

JAN 12 2004

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED

William A. Shaw  
Prothonotary

\$1,721.50

AMOUNT AT ISSUE

CONSOLIDATION

DATE CONSOLIDATION ORDERED

More than  
&

( ) yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

William S. Brunner

William S. Brunner  
FOR THE PLAINTIFF

672-3265  
TELEPHONE NUMBER

Mary L. Carson  
FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARY L. CARSON  
 P.O. Box 325  
 MADERA, PA. 16661

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 *Mary Carson*  Addressee

B. Received by (Printed Name) C. Date of Delivery  
 MARY CARSON 1-23-04

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. [REDACTED]

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PS Form 3800, June 2002

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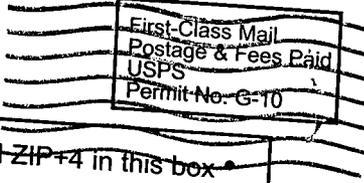
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Postage \$ 1.23  
 Certified Fee \$ .37  
 Return Receipt Fee (Restrict. Delivery Fee) \$ .44  
 Total Postage & Fees \$ 2.04

Sent To: MARY L. CARSON  
 Street, Apt. No. or PO Box No. P.O. Box 325  
 City, State, ZIP+4 MADERA PA 16661

See reverse for instructions

UNITED STATES POSTAL SERVICE



• Sender: Please print your name, address, and ZIP+4 in this box •

Bill & MARSHA Brunner  
Windy Knoll Stables  
1716 Evergreen Drive  
COALTON, PA 16627



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  - For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the circle at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

Certificate of Service

I, Marsha Brunner attest that this  
Cert. of Readiness was mailed to Mary  
Carson via the attached certification  
2003-804-CD

Marsha  
Brunner

FILED

FEB 05 2004

01:22:20

William A. Shaw

Prothonotary/Clerk of Courts

No. CD 03 804

William & Marsha Brunner

vs.

Mary L. Carson

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

03-804 CD

DATE PRESENTED 1-12-04

CASE NUMBER

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint

( ) Jury ( ) Non-Jury

Filed: 4-15-03

(X) Arbitration

1/2 days/hours

William & Marsha Brunner - Windy Knoll Stables  
PLAINTIFF(S)

Mary L Carson ( )  
DEFENDANT(S)

Check block if a party  
is a Party to the Case

**FILED**

( )  
ADDITIONAL DEFENDANT(S)

JAN 12 2004 *(initials)*

01:30/12

William A. Shaw  
Prothonotary

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED

4/1721.50

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than  
& ( ) yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

William S Brunner

William S Brunner  
FOR THE PLAINTIFF

672-3265  
TELEPHONE NUMBER

Mary L Carson  
FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

WILLIAM BRUNNER and MARSHA :  
BRUNNER, husband and wife, t/d/b/a :  
WINDY KNOLL STABLES :

vs.

MARY L. CARSON

: No. 03-804-CD  
:  
:

**FILED**

**MAR 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

NOW, this 3rd day of March, 2004, it is the ORDER of the  
Court that the above-captioned matter is scheduled for Arbitration on **Monday,**  
**April 5, 2004 at 9:00 A.M.** The following have been appointed as Arbitrators:

John Sughrue, Esquire, Chairman

Blaise Ferraraccio, Esquire

Jeffrey S. DuBois, Esquire

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

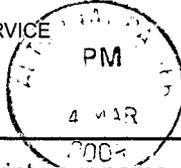
BY THE COURT:



FREDRIC J. AMMERMAN  
President Judge

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p><i>x William S Brunner</i></p> <p>B. Received by (<i>Printed Name</i>) <span style="float: right;">C. Date of Delivery</span></p> <p><i>William S Brunner</i> <span style="float: right;"><i>3-4-04</i></span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>William Brunner Marsha Brunner 1716 Evergreen Drive Coalport, PA 16627</p> <p><i>Arb. 3-5-04</i> <i># 03-804-00</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (<i>Extra Fee</i>) <input type="checkbox"/> Yes</p>
<p>2. Article Number (<i>Transfer from service label</i>) <b>7001 2510 0005 2723 8744</b></p>	

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Office of Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830

*Handwritten signature*

6830-2448



03-804-CD

**FILED**

09:34 *bl*

MAR 08 2004



William A. Shaw  
Prothonotary/Clerk of Courts

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading

PRAECIPE FOR APPEARANCE

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

FILED

MAR 25 2004

0125016

William A. Shaw

Prothonotary/Clerk of Courts

NO CENT

*[Handwritten signature]*

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

TO: WILLIAM A. SHAW, PROTHONOTARY

PRAECIPE FOR APPEARANCE

Please enter my Appearance on behalf of the above named Plaintiffs.

BELL, SILBERBLATT & WOOD  
BY

DATED: 3-24-04

  
Richard A. Bell, Esquire

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Praecipe To Enter Appearance in the  
above matter was mailed the 25th day of March, 2004 by  
regular mail postage prepaid at the post office in Clearfield, PA 16830 to the  
following:

Mary L. Carson  
c/o Frederick M. Neiswender, Esquire  
501 East Market Street, Suite 3  
Clearfield, PA 16830



Richard A. Bell, Esquire  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

vs.  
MARY L. CARSON, Defendant

PRAECIPE  
FOR  
APPEARANCE

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

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FILED

MAR 25 2004

William A. Shaw  
Prothonotary/Clerk of Courts

Arb 45-04



**FREDERICK M. NEISWENDER**  
ATTORNEY AND COUNSELLOR AT LAW

March 29, 2004

David S. Meholick  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, Pennsylvania 16830

**Hand Delivered**

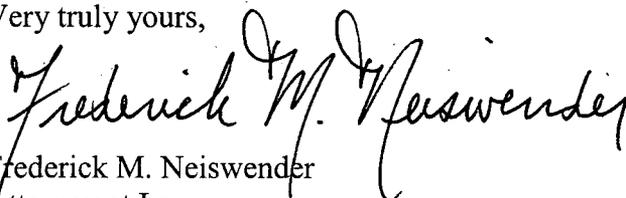
Re: Brunner vs. Carson, No. 03-804-C.D.

Dear Dave:

Enclosed please find the Pre-trial Statement submitted on behalf of the Defendant in the above captioned matter.

This matter is scheduled for Arbitration on April 5, 2004. Should you have questions, do not hesitate to contact me.

Very truly yours,

  
Frederick M. Neiswender  
Attorney at Law

**RECEIVED**

**MAR 29 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

Enclosure

cc: John Sughrue, Esquire  
Blaise Ferraraccio, Esquire  
Jeffery S. DuBois, Esquire  
Richard A. Bell, Esquire  
Mary L. Carson



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

WILLIAM BRUNNER, and	:	
MARSHA BRUNNER, husband	:	
and wife,	:	
t/d/b/a WINDY KNOLL STABLES,	:	
Plaintiffs,	:	
	:	
vs.	:	No. 03 - 804 - C.D.
	:	
MARY L. CARSON,	:	
Defendant.	:	

**PRE-TRIAL STATEMENT**

**A. STATEMENT OF THE CASE**

On or about June 14, 2002, William and Marsha Brunner, t/d/b/a Windy Knoll Stables [hereinafter, "Plaintiffs"] brought a black Arabian stallion to the farm of Mary L. Carson [hereinafter, "Defendant"] to see if she was interested in purchasing the horse. Prior to this date, Plaintiffs and Defendant had completed various business transactions regarding the purchase and sale of horses. Defendant decided that since she already had four Arabian stallions she was not interested in purchasing a fifth. Plaintiffs insisted that she keep the horse for a time and maybe she would change her mind. Defendant repeatedly telephoned Plaintiffs asking them to come and get the stallion, but they refused. Due to the fact that Defendant lives alone, she was not able to return the stallion herself and did not believe that she should be forced to hire someone to do so. The stallion remained in Defendant's barn for almost one (1) year during which time, Defendant provided board and feed for the horse. Plaintiffs never sent Defendant a bill for the stallion, nor did they make an attempt to retrieve the horse.

In the autumn of 2002, Plaintiffs offered to take two (2) of Defendant's horses to sell at auction on her behalf. Defendant agreed, and allowed Plaintiffs to take a mare, which was carrying a foal and a colt to K&K Horse Sales on November 23, 2002. Once again, Defendant asked Plaintiffs to remove their stallion from her barn, but they refused informing her that she had "bought" the stallion. Plaintiffs were unable to get a reasonable price for Defendant's horses at the sale, so they decided to keep them rather than return them to the Defendant. Plaintiffs informed Defendant that they would give her a credit toward the stallion of \$1,150.00 for the two (2) horses. Defendant asked Plaintiffs to return her horses and remove their stallion, but they once again refused. Plaintiffs then filed an action with the District Magistrate in May of 2003.

**B. CITATION TO APPLICABLE CASE LAW OR STATUTES**

1. Basic tenets of contract law.

**C. LIST OF WITNESSES**

1. Mary L. Carson
2. Defendant reserves the right to call additional witnesses with notice to counsel for Plaintiff.

**D. EXHIBITS**

1. Receipt dated April 18, 1992 from William Brunner to Mary L. Carson.
2. Defendant reserves the right to offer additional exhibits with notice to counsel for Plaintiff.

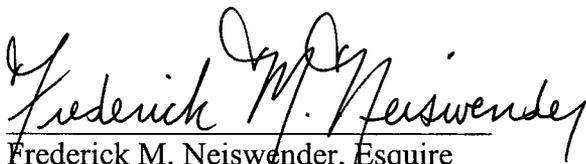
**E. DAMAGES**

Defendant does not seek damages in this matter.

**F. EVIDENTIARY PROBLEMS**

No evidentiary problems are anticipated.

Respectfully submitted,

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant

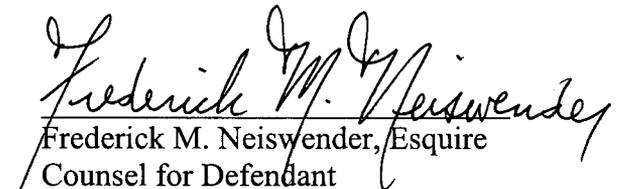
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

WILLIAM BRUNNER and :  
MARSHA BRUNNER, husband :  
and wife, :  
t/d/b/a WINDY KNOLL STABLES, :  
Plaintiffs, :  
vs. : No. 03 - 804 - C.D.  
MARY L. CARSON, :  
Defendant. :

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Pre-trial Statement was made upon William and Marsha Brunner, t/d/b/a Windy Knoll Stables, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Richard A. Bell, Esquire, on March 29, 2004, at the following address:

Richard A. Bell, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, Pennsylvania 16830

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant  
501 East Market Street, Suite 3  
Clearfield, Pennsylvania 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

vs.  
Mary L. Carson

No. 2003-00804-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 5th day of April, 2004, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

John Sughrue, Esquire

Blaise Ferraraccio, Esquire  
Jeffrey S. DuBois, Esquire

*John Sughrue*  
Chairman

*Blaise J. Ferraraccio*  
*Jeffrey S. DuBois*

FILED

Sworn to and subscribed before me this  
April 5, 2004

*[Signature]*  
Prothonotary

APR 05 2004

AWARD OF ARBITRATORS

Now, this 5th day of April 2004, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*The sum of \$1,350.00 is awarded to (favor of) Plaintiff William & Marsha G. Brunner, payable (against) by Defendant, Mary L. Carson. Further costs are taxed to Defendant (including D.J. costs) per law & interest at legal rate from date of this award is awarded to Plaintiff.*

William A. Shaw  
Prothonotary

*John Sughrue*  
Chairman  
*Blaise J. Ferraraccio*  
*Jeffrey S. DuBois*

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 5th day of April, 2004, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

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

FILED

o 243 *mm*

APR 05 2004

William A. Shaw  
Prothonotary



William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

COPIES

NOTICE OF AWARD

TO: WINDY KNOLL STABLES

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 5, 2004 and have awarded:

The sum of \$1,350.00 is awarded to (favor of) Plaintiffs William and Marsha G. Brunner, payable (against) by Defendant, Mary L. Carson. Further costs are taxed to Defendant (including DJ costs) per law and interest at legal rate from date of this award, are awarded to Plaintiffs.

William A. Shaw

Prothonotary

By \_\_\_\_\_



April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

GC  
2

NOTICE OF AWARD

TO: MARSHA G. BRUNNER

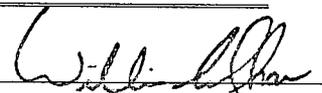
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 5, 2004 and have awarded:

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William A. Shaw

Prothonotary

By



April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

COPIES  
2

NOTICE OF AWARD

TO: MARY L. CARSON

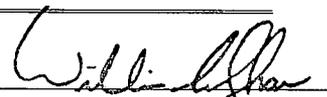
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William A. Shaw

Prothonotary

By



April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

CC  
/

NOTICE OF AWARD

TO: WILLIAM BRUNNER

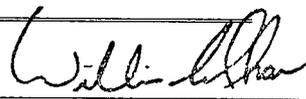
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William A. Shaw

Prothonotary

By



April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

NOTICE OF AWARD

TO: FREDERICK M. NEISWENDER

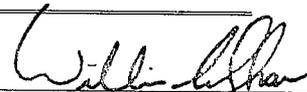
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William A. Shaw

Prothonotary

By



April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson



NOTICE OF AWARD

TO: RICHARD A. BELL

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 5, 2004 and have awarded:

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William A. Shaw

Prothonotary

By \_\_\_\_\_

April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

COPY

NOTICE OF AWARD

TO: Copies to: Mary L. Carson(Defendant), P.O. Box 325, , Madera, PA, 16661, William Brunner(Plaintiff), 1716 Evergreen Drive, , Coalport, PA, 16627, Marsha G. Brunner(Plaintiff), , , , PA, , Windy Knoll Stables(Plaintiff), , , , PA, , Frederick M. Neiswender (Defense Attorney), Richard A. Bell (Plaintiff Attorney), Richard A. Bell (Plaintiff Attorney), Richard A. Bell (Plaintiff Attorney)

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 5, 2004 and have awarded:

The sum of \$1,350.00 is awarded to (favor of) Plaintiffs William and Marsha G. Brunner, payable (against) by Defendant, Mary L. Carson. Further costs are taxed to Defendant (including DJ costs) per law and interest at legal rate from date of this award, are awarded to Plaintiffs.

William A. Shaw

Prothonotary

By \_\_\_\_\_

April 5, 2004

Date

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2003-00804-CD

Mary L. Carson

CC  
K

NOTICE OF AWARD

TO: RICHARD A. BELL

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 5, 2004 and have awarded:

The sum of \$1,350.00 is awarded to (favor of) Plaintiffs William and Marsha G. Brunner, payable (against) by Defendant, Mary L. Carson. Further costs are taxed to Defendant (including DJ costs) per law and interest at legal rate from date of this award, are awarded to Plaintiffs.

William A. Shaw

Prothonotary

By \_\_\_\_\_

April 5, 2004

Date

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

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

Type of Pleading  
Praecipe For Entry Of  
Judgment On  
Award Of Arbitrators

Filed on Behalf of:  
Plaintiffs

Counsel of Record for  
this Party:

Richard A. Bell, Esquire  
PA I.D. #06808  
BELL, SILBERBLATT &  
WOOD  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

(814) 765-5537

FILED

MAY 11 2004

6/12:10/w  
William A. Shaw

Prothonotary/Clerk of Courts

NO CERT COPIES

NOTICE TO DEPT. ATTY

STATEMENT TO ATTY

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.  
MARY L. CARSON,  
Defendant

PRAECIPE FOR ENTRY OF JUDGMENT ON AWARD OF ARBITRATORS

TO: WILLIAM A. SHAW, PROTHONOTARY:

Please enter Judgment In Favor Of The Plaintiffs Against The Defendant On  
The Award Of Arbitrators in the above case as follows:

Award	\$1,350.00
Costs before District Justice	\$ 71.50
Costs paid to Prothonotary	<u>\$ 40.00</u>
TOTAL	\$1,461.50

BELL, SILBERBLATT & WOOD  
BY

DATED: May 11, 2004

  
Richard A. Bell, Esquire  
Attorney For Plaintiffs

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

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife,  
t/d/b/a WINDY KNOLL STABLES  
Plaintiffs

NO. 03-804-CD

Vs.

MARY L. CARSON,  
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of Plaintiffs' Praecipe For Entry Of Judgment On  
Award Of Arbitrators in the above matter was mailed the 11th day of May  
2004 by regular mail postage prepaid at the post office in Clearfield, PA 16830 to  
the following:

Mary L. Carson  
c/o Frederick M. Neiswender, Esquire-Attorney for Defendant  
501 East Market Street, Suite 3  
Clearfield, PA 16830



Richard A. Bell, Esquire

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA  
CIVIL DIVISION  
NO. 03-804-CD

WILLIAM BRUNNER AND  
MARSHA BRUNNER, husband  
and wife, t/d/b/a  
WINDY KNOLL STABLES, Plaintiffs  
vs.  
MARY L. CARSON, Defendant

PRAECIPE FOR ENTRY OF  
JUDGMENT ON AWARD OF  
ARBITRATORS

BELL, SILBERBLATT & WOOD  
ATTORNEYS AT LAW  
318 EAST LOCUST STREET  
P. O. BOX 670  
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

FILED  
MAY 11 2004  
William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

William Brunner Marsha G. Brunner Windy Knoll  
Stables

Vs.

No. 2003-00804-CD

Mary L. Carson

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$1,416.50 on the May 11, 2004.

William A. Shaw  
Prothonotary

---

William A. Shaw

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

William Brunner  
Marsha G. Brunner  
Windy Knoll Stables  
Plaintiff(s)

No.: 2003-00804-CD

Real Debt: \$1,350.50

Atty's Comm: \$

Vs.

Costs: 71.50

Int. From: \$

Mary L. Carson  
Defendant(s)

Entry: \$40.00

Instrument: Judgment on Award of Arbitrators

Date of Entry: May 11, 2004

Expires: May 11, 2009

Certified from the record this May 11, 2004

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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



**FREDERICK M. NEISWENDER**  
ATTORNEY AND COUNSELLOR AT LAW

501 EAST MARKET STREET • SUITE 3  
CLEARFIELD, PENNSYLVANIA 16830