

03-872-CD  
SHELLY REED, et al., vs. SPENCER VENEER

## Civil Other

Date	Judge
06/13/2003 ✓ Filing: Civil Complaint Paid by: Colavecchi, Joseph (attorney for Reed, Shelly) Receipt number: 1861647 Dated: 06/13/2003 Amount: \$85.00 (Check) 1 cc to Atty. 1 cc to Shff.	No Judge ✓
07/30/2003 ✓ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge ✓
08/11/2003 ✓ Answer With New Matter. filed by s/Michael D. Reed, Esquire Verification s/Craig Keeler Certificate of Service no cc	No Judge ✓
08/26/2003 ✓ Reply To New Matter. filed by s/Joseph Colavecchi, Esquire no cc	No Judge ✓
04/23/2004 ✓ Certificate of Readiness. filed by, s/Joseph Colavecchi, Esquire copy to C/A	No Judge ✓
08/12/2004 ✓ Certificate of Service, Pre-Trial Memorandum, served on Joseph Colavecchi, Esq. Filed by s/Michael D. Reed, Esq. No cc	Paul E. Cherry ✓
08/19/2004 ✓ ORDER, AND NOW, this 18th day of August, 2004, following Pre-Trial Conference, it is the ORDER of this Court: 1. Jury Selection, scheduled for August 26, 2004 at 9:00 a.m. 2. Trial scheduled for November 1 and 2, 2004 at 9:00 a.m. (See origonal for Motion, Brief, Points of Charge, Verdict Slip, and Exhibit Details) By the Court, Paul E. Cherry. 1 cc Atty J. Colavecchi; M. Reed	Paul E. Cherry ✓
10/13/2004 ✓ Certificate of Service, Plaintiff's Reply Brief served on Michael D. Reed, Esquire, by 1st class mail. Filed by s/Joseph Colavecchi, Esquire. No CC	Paul E. Cherry ✓
10/25/2004 ✓ Certificate of Service of Plaintiff's Requested Points for Charge and Proposed Verdict Form filed by Atty. Colavecchi. No cc.	Paul E. Cherry ✓
11/10/2004 ✓ Verdict and Members of the Jury, filed. ✓ Now, November 2, 2004, Verdict in favor of the Plaintiff in the amount of \$20,000.00 Judgment entered.	Paul E. Cherry ✓
11/12/2004 ✓ Motion For Post-Trial Relief, on behalf of Defendant, filed by s/ Michael D. Reed, Esquire. 1 CC to Atty. Reed	Paul E. Cherry ✓
11/16/2004 ✓ Order, AND NOW, this 16th day of Nov. 2004, upon consideration of the Defendant's Motion for Post Trial Relief, it is the ORDER of this Court that hearing be held with regard to said Motion on the 9th day of December, 2004, beginning at 2:30 p.m. in Courtroom No. 2 of the Clfd. Co. Courthouse. BY THE COURT, /s/ Paul E. Cherry, Judge. 4CC & Memo Re: Service to Atty Reed	Paul E. Cherry ✓
11/19/2004 ✓ Affidavit of Service filed, copy of Order, on Nov. 17, 2004 by mail upon Joseph Colavecchi, Esquire. Filed by s/ Michael D. Reed, Esquire. No CC	Paul E. Cherry ✓
11/23/2004 ✓ Answer to Motion For Post-Trial Relief, Filed on Behalf of Plaintiff, filed by s/ Joseph Colavecchi, Esquire. 3 CC to Atty	Paul E. Cherry ✓
11/29/2004 ✓ Rescheduling Order, AND NOW, this 24th day of Nov., 2004, upon request of the attorney for Wallaceton Hardwoods, it is hereby ORDERED that the hearing on the motion for Post-trial Relief will be rescheduled and will be held on the 4th day of January, 2005, at 2:00 p.m. in Courtroom No. 2, Clfd. Co. Courthouse. BY THE COURT: /s/ Paul E. Cherry, Judge. 3CC Atty J. Colavecchi	Paul E. Cherry ✓

2-14-07 Order, dated 2-13-2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,

Plaintiff

CIVIL DIVISION

No. 03 - 872 - CD

Vs.

SPENCER VENEER,

Defendant

COMPLAINT

Filed on Behalf of:

Plaintiff, SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS

Counsel of Record for This  
Party:

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

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

814/765-1566

**FILED**

JUN 13 2003

William A. Shaw  
Prothonotary

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, : No. 03 - - CD  
Plaintiff :  
VS. : JURY TRIAL DEMANDED  
: :  
SPENCER VENEER, :  
Defendant :

NOTICE

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, PA 16830  
Phone 814/765-2641 Ex. 5982

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, : No. 03 - - CD  
Plaintiff :  
:  
Vs. :  
:  
SPENCER VENEER, :  
Defendant :  
:

***COMPLAINT***

1. Plaintiff is Shelly Reed, t/d/b/a Wallaceton Hardwoods, having her place of business and mailing address at P.O. Box 36, Reed Street, Wallaceton, Pennsylvania 16876.

2. Defendant is Spencer Veneer, a corporation authorized to do business under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 270 Industrial Park Road, Spencer, West Virginia 25276.

3. On or about May 24, 2002, Timothy Carver, a representative of Spencer Veneer, stopped at the office of Wallaceton Hardwoods. His purpose was to purchase white oak, cherry and maple logs.

4. Timothy Carver indicated to Merwin Graham, an employee of Wallaceton Hardwoods, that Spencer Veneer had containers that needed fulfilled immediately and asked to purchase the white oak logs that Wallaceton Hardwoods had available. His contact was initially with Mark Graham who told him that the matter would have to be discussed with Merwin Graham.

5. Merwin Graham related to Timothy Carver that they were having a problem with Spencer Veneer and were not sure that they wanted to do business any longer with Spencer Veneer.

6. Timothy Carver indicated that he was surprised the differences had not been resolved but that this was new business and he hoped they could purchase the white oak logs.

7. Merwin Graham on behalf of Wallacetton Hardwoods agreed to sell the white oak logs to Spencer Veneer but stressed that payment for the logs would have to be wired and received by Wallacetton Hardwoods on Tuesday or Wednesday of the following week before the logs would be released to Spencer Veneer.

8. Timothy Carver then arranged to pick the logs and assess them and came to Wallacetton Hardwoods on May 27, 2002, which was Memorial Day. Timothy Carver indicated that this was his only available time.

9. In order to accommodate Timothy Carver, Wallacetton Hardwoods arranged for him to come to select the logs on May 27, 2002.

10. Timothy Carver then together with Merwin Graham and Mark Graham spent nine hours creating the tallies and checking the logs which came to 34,667 feet which cost \$135,249.80.

11. A typed list of the itemization of these logs was made and prepared by Wallacetton Hardwoods and countersigned by Timothy Carver. Copies of the tally is attached to this Complaint and

marked Exhibit "A".

12. Timothy Carver then related to Wallaceton Hardwoods that the wire transfer of the \$135,249.80 would take place on either May 28, 2002, or May 29, 2002.

13. On May 29, 2002, Merwin Graham called Timothy Carver and asked him about the wire transfer since it had not been received.

14. On May 30, 2002, a call was made again to Timothy Carver who told Merwin Graham that he had spoken with Satish Chawla, the vice president of finance for Defendant, who stated that he did not know what was happening.

15. Timothy Carver then related to Merwin Graham that he would have to get back with him. However, Timothy Carver never called back to Wallaceton Hardwoods.

16. On May 31, 2002, a call was again made to Timothy Carver and Carver asked Merwin Graham if he had received a call from Satish? Merwin Graham advised him that he had heard nothing.

17. Timothy Carver related to Merwin Graham, the representative of Wallaceton Hardwoods, that he still did not know what was happening and as far as he was concerned, he was done with it.

18. Merwin Graham told Timothy Carver he would contact Craig Keeler, the manager of Spencer Veneer. He then called Craig Keeler who had just returned from vacation and was not aware of the situation. He did tell Merwin Graham that he would find out that

day, of the purchase of the logs, and return the call. However, Craig Keeler never returned the call.

19. On June 4, 2002, Merwin Graham called Spencer Veneer and asked for Craig who then transferred Merwin Graham to Spencer Veneer's controller. The controller was in meetings for the entire day making him unavailable for phone calls and never returned the call to Wallaceton Hardwoods.

20. At this point, the logs which had been set aside and were sitting outdoors and had not been waxed since it was anticipated they would be shipped immediately. Wallaceton Hardwoods feared that the logs would check and split and for this reason, Merwin Graham waxed the logs to prevent further damages.

21. On June 6, 2002, Merwin Graham once again called Spencer Veneer and asked to talk to the accounts payable department. He was advised that main office had a problem with Wallaceton Hardwoods, however they would check into it and return the calls.

22. The accounts payable department never returned the call to Merwin Graham who once again called Tim Carver and wanted to know exactly what Spencer Veneer was going to do since the logs were going to go bad and if the sale was not finalized, the logs would have to be resold at a loss.

23. Timothy Carver told Merwin Graham, the representative of Wallaceton Hardwoods, to do what he thought was appropriate to protect Wallaceton Hardwoods.

24. Merwin Graham waited until June 17, 2002, and still had not heard from Spencer Veneer concerning finalizing the purchase of the logs.

25. Wallaceton Hardwoods invoiced Spencer Veneer for the labor involved in processing the logs and for the loss of value due to deterioration and reflected this in an invoice dated May 27, 2002, sent to Spencer Veneer, a copy of which is attached to this Complaint and marked Exhibit "B". The loss to Wallaceton Hardwoods was in the amount of Seventy-one Thousand Six Hundred Sixty-six Dollars and Fifty-nine Cents (\$71,666.59) as shown on the invoice dated June 22, 2002, attached hereto and marked Exhibit "C".

26. Spencer Veneer has failed to make payment to Wallaceton Hardwoods of this amount and has refused to pay it as of the date of filing this Complaint.

WHEREFORE, Shelly Reed, t/d/b/a Wallaceton Hardwoods, demands judgment against Spencer Veneer in the amount of Seventy-one Thousand Six Hundred Sixty-six Dollars and Fifty-nine Cents (\$71,666.59), plus interest from July 22, 2002, to date and costs.



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JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

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

WALLACETON HARDWOODS

By: SHELLY REED

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30360

Date : 05/27/2002 | Time : 14:42:29 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACTON | Trucker : | Logger : |

Tract : WALLACTON | Scale Method : DOYLE

Log#	Species	Grade	Length	Diam.	Bft	\$/MBft	Amount	Defect & Reason
128-009625	WHITE OAK	B	9	19	127	\$1200.00	\$ 152.40	
128-009646	WHITE OAK	B	8	21	144	\$1200.00	\$ 172.80	
128-029750	WHITE OAK	B	9/10	34/17	506	\$1200.00	\$ 607.20	
128-018476	WHITE OAK	B	10	16	90	\$1200.00	\$ 108.00	
128-018477	WHITE OAK	B	10	14	62	\$1200.00	\$ 74.40	
128-018480	WHITE OAK	B	13	19	183	\$1200.00	\$ 219.60	
128-018486	WHITE OAK	B	9	15	68	\$1200.00	\$ 81.60	
128-018500	WHITE OAK	B	8	16	72	\$1200.00	\$ 86.40	
128-029482	WHITE OAK	B	9	20	144	\$1200.00	\$ 172.80	
128-029488	WHITE OAK	B	10	19	141	\$1200.00	\$ 169.20	
128-029746	WHITE OAK	A	10	16	90	\$2300.00	\$ 207.00	
128-029747	WHITE OAK	A	8	22	162	\$2300.00	\$ 372.60	
128-029748	WHITE OAK	A	9/8	20/18	144	\$2300.00	\$ 331.20	
128-029749	WHITE OAK	A	9/12	16	81	\$2300.00	\$ 186.30	
128-029751	WHITE OAK	A	9	22	182	\$2300.00	\$ 418.60	
128-029752	WHITE OAK	A	8	17	84	\$2300.00	\$ 193.20	
128-029753	WHITE OAK	A	8	18	98	\$2300.00	\$ 225.40	
128-029754	WHITE OAK	A	9	17	95	\$2300.00	\$ 218.50	
128-029755	WHITE OAK	A	10	16	90	\$2300.00	\$ 207.00	
128-029756	WHITE OAK	A	8	17	84	\$2300.00	\$ 193.20	
128-029757	WHITE OAK	A	10	19	141	\$2300.00	\$ 324.30	
128-029758	WHITE OAK	A	8	13	40	\$2300.00	\$ 92.00	
128-029759	WHITE OAK	A	8	16	72	\$2300.00	\$ 165.60	
128-029760	WHITE OAK	A	12	19	169	\$2300.00	\$ 388.70	
128-029761	WHITE OAK	A	9	17	95	\$2300.00	\$ 218.50	
128-029762	WHITE OAK	A	8	16	72	\$2300.00	\$ 165.60	
128-029763	WHITE OAK	A	9	18	110	\$2300.00	\$ 253.00	
128-029764	WHITE OAK	A	9	14	56	\$2300.00	\$ 128.80	
128-029765	WHITE OAK	A	9	23	203	\$2300.00	\$ 466.90	
128-029766	WHITE OAK	A	16	20	256	\$2300.00	\$ 588.80	
128-029767	WHITE OAK	A	12	19	169	\$2300.00	\$ 388.70	
128-029768	WHITE OAK	A	8	20	128	\$2300.00	\$ 294.40	
128-029769	WHITE OAK	A	13	20	208	\$2300.00	\$ 478.40	
128-029770	WHITE OAK	A	9	19	127	\$2300.00	\$ 292.10	
128-029771	WHITE OAK	A	8	19	112	\$2300.00	\$ 257.60	
128-029772	WHITE OAK	A	9	20	144	\$2300.00	\$ 331.20	
128-029773	WHITE OAK	A	8	21	144	\$2300.00	\$ 331.20	
128-029774	WHITE OAK	A	9	18	110	\$2300.00	\$ 253.00	

Exhibit

"A"

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30360

| Date : 05/27/2002 | Time : 14:42:29 | Insp : TNC | Gate : 1 | Yard : 1 |

| Vendor : WALLACTON | Trucker : | Logger : |

| Tract : WALLACTON | Scale Method : DOYLE |

| Log# | Species | Grade | Length | Diam. | Bft | \$/MBft | Amount | Defect &amp; Reason |

128-029775	WHITE OAK A	B	27	264	\$2300.00	\$ 607.20	
128-029776	WHITE OAK A	B	18	98	\$2300.00	\$ 225.40	
128-029777	WHITE OAK A	B	19	112	\$2300.00	\$ 257.60	
128-029778	WHITE OAK A	10	19	141	\$2300.00	\$ 324.30	
128-029779	WHITE OAK A	12	14	75	\$2300.00	\$ 172.50	
128-029780	WHITE OAK A	8	16	72	\$2300.00	\$ 165.60	
128-029781	WHITE OAK A	8	13	40	\$2300.00	\$ 92.00	
128-029782	WHITE OAK A	8	14	50	\$2300.00	\$ 115.00	
128-029783	WHITE OAK A	11	16	99	\$2300.00	\$ 227.70	
128-029784	WHITE OAK A	10	16	90	\$2300.00	\$ 207.00	
128-029785	WHITE OAK A	9	14	56	\$2300.00	\$ 128.80	
128-029786	WHITE OAK A	10	17	106	\$2300.00	\$ 243.80	
128-029787	WHITE OAK A	9	15	68	\$2300.00	\$ 156.40	
128-029788	WHITE OAK A	8	15	60	\$2300.00	\$ 138.00	
128-029789	WHITE OAK A	11	14	69	\$2300.00	\$ 158.70	
128-029790	WHITE OAK A	13	20	208	\$2300.00	\$ 478.40	
128-029791	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30	
128-029792	WHITE OAK A	10	18	122	\$2300.00	\$ 280.60	
128-029793	WHITE OAK A	9	13	45	\$2300.00	\$ 103.50	
128-029794	WHITE OAK A	8	15	60	\$2300.00	\$ 138.00	
128-029795	WHITE OAK A	9	22	182	\$2300.00	\$ 418.60	
128-029796	WHITE OAK A	8	19	112	\$2300.00	\$ 257.60	
128-029797	WHITE OAK A	10	17	106	\$2300.00	\$ 243.80	
128-029798	WHITE OAK A	9	19	127	\$2300.00	\$ 292.10	
128-029799	WHITE OAK A	8	17	84	\$2300.00	\$ 193.20	
128-029800	WHITE OAK A	8	18	98	\$2300.00	\$ 225.40	
128-009621	WHITE OAK A	9	17	95	\$2300.00	\$ 218.50	
128-009622	WHITE OAK A	9	20	144	\$2300.00	\$ 331.20	
128-009623	WHITE OAK A	10	15	75	\$2300.00	\$ 172.50	
128-009624	WHITE OAK A	12	18	147	\$2300.00	\$ 338.10	
128-009626	WHITE OAK A	10	16	90	\$2300.00	\$ 207.00	
128-009627	WHITE OAK A	10	20	160	\$2300.00	\$ 368.00	
128-009628	WHITE OAK A	9	18	110	\$2300.00	\$ 253.00	
128-009629	WHITE OAK A	13	18	159	\$2300.00	\$ 365.70	
128-009630	WHITE OAK A	12	16	108	\$2300.00	\$ 248.40	
128-009631	WHITE OAK A	9	14	56	\$2300.00	\$ 128.80	
128-009632	WHITE OAK A	13	17	137	\$2300.00	\$ 315.10	
128-009633	WHITE OAK A	13	17	137	\$2300.00	\$ 315.10	

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30360

Date : 05/27/2002 | Time : 14:42:29 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACTON | Trucker : | Logger : |

Tract : WALLACTON ~~Connec~~ | Scale Method : DOYLE

Log#	Species	Grade	Length	Diam.1 Bft	\$/MBft	Amount	Defect&Reason
128-009634	WHITE OAK A	12	16	147	\$2300.00	\$ 338.10	
128-009635	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30	
128-009636	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30	
128-009637	WHITE OAK A	11	19	155	\$2300.00	\$ 356.50	
128-009638	WHITE OAK A	9	17	95	\$2300.00	\$ 218.50	
128-009639	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30	
128-009640	WHITE OAK A	13	21	235	\$2300.00	\$ 540.50	
128-009641	WHITE OAK A	10	16	90	\$2300.00	\$ 207.00	
128-009642	WHITE OAK A	8	17	84	\$2300.00	\$ 193.20	
128-009643	WHITE OAK A	8	17	84	\$2300.00	\$ 193.20	
128-009644	WHITE OAK A	9	15	68	\$2300.00	\$ 156.40	
128-009645	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30	
128-009647	WHITE OAK A	9	25	248	\$2300.00	\$ 570.40	
128-009649	WHITE OAK A	9	20	144	\$2300.00	\$ 331.20	
128-009650	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30	
128-029737	WHITE OAK A	10	19	141	\$2300.00	\$ 324.30	
128-029738	WHITE OAK A	9	15	68	\$2300.00	\$ 156.40	
128-029739	WHITE OAK A	10	15	75	\$2300.00	\$ 172.50	
128-029740	WHITE OAK A	10	17	106	\$2300.00	\$ 243.80	
128-029741	WHITE OAK A	9	18	110	\$2300.00	\$ 253.00	
128-029742	WHITE OAK A	8	17	84	\$2300.00	\$ 193.20	
128-029743	WHITE OAK A	9	18	110	\$2300.00	\$ 253.00	
128-029744	WHITE OAK A	9	19	127	\$2300.00	\$ 292.10	
128-029745	WHITE OAK A	8	16	72	\$2300.00	\$ 165.60	
128-018472	WHITE OAK A	13	25	358	\$2300.00	\$ 823.40	
128-018473	WHITE OAK A	16	19	225	\$2300.00	\$ 517.50	
128-018474	WHITE OAK A	10	19	141	\$2300.00	\$ 324.30	
128-018475	WHITE OAK A	9	21	162	\$2300.00	\$ 372.60	
128-018478	WHITE OAK A	13	17	137	\$2300.00	\$ 315.10	
128-018479	WHITE OAK A	10	15	75	\$2300.00	\$ 172.50	
128-018481	WHITE OAK A	13	17	137	\$2300.00	\$ 315.10	
128-018482	WHITE OAK A	10	19	141	\$2300.00	\$ 324.30	
128-018483	WHITE OAK A	10	16	90	\$2300.00	\$ 207.00	
128-018484	WHITE OAK A	8	17	84	\$2300.00	\$ 193.20	
128-018485	WHITE OAK A	10	17	106	\$2300.00	\$ 243.80	
128-018487	WHITE OAK A	10	16	90	\$2300.00	\$ 207.00	
128-018488	WHITE OAK A	10	17	106	\$2300.00	\$ 243.80	
128-018489	WHITE OAK A	10	18	122	\$2300.00	\$ 280.60	

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30360

Date : 05/27/2002 | Time : 14:42:29 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACTON | Trucker : | Logger : |

Tract : WALLACTON | Scale Method : DOYLE

Log# | Species | Grade | Length | Diam. | Bft | \$/MBft | Amount | Defect &amp; Reason

128-018490	WHITE OAK A	9	14	56	\$2300.00	\$ 128.00
128-018491	WHITE OAK A	11	19	155	\$2300.00	\$ 356.50
128-018492	WHITE OAK A	10	19	141	\$2300.00	\$ 324.30
128-018493	WHITE OAK A	11	20	176	\$2300.00	\$ 404.80
128-018494	WHITE OAK A	8	28	162	\$2300.00	\$ 372.60
128-018495	WHITE OAK A	11	23	248	\$2300.00	\$ 570.40
128-018496	WHITE OAK A	9	20	144	\$2300.00	\$ 331.20
128-018497	WHITE OAK A	8	16	72	\$2300.00	\$ 165.60
128-018498	WHITE OAK A	12	17	127	\$2300.00	\$ 292.10
128-018499	WHITE OAK A	8	19	112	\$2300.00	\$ 257.60
128-029481	WHITE OAK A	9	18	110	\$2300.00	\$ 253.00
128-029483	WHITE OAK A	10	21	181	\$2300.00	\$ 416.30
128-029484	WHITE OAK A	9	15	68	\$2300.00	\$ 156.40
128-029485	WHITE OAK A	10	18	122	\$2300.00	\$ 280.60
128-029486	WHITE OAK A	8	19	112	\$2300.00	\$ 257.60
128-029487	WHITE OAK A	9	17	95	\$2300.00	\$ 218.50
128-029489	WHITE OAK A	8	21	144	\$2300.00	\$ 331.20
128-029490	WHITE OAK A	10	14	62	\$2300.00	\$ 142.60
128-029491	WHITE OAK A	10	18	122	\$2300.00	\$ 280.60
128-029492	WHITE OAK A	9	16	81	\$2300.00	\$ 186.30
128-029493	WHITE OAK A	8	19	112	\$2300.00	\$ 257.60
128-029494	WHITE OAK A	9	19	127	\$2300.00	\$ 292.10
128-029495	WHITE OAK A	9	18	110	\$2300.00	\$ 253.00
128-029496	WHITE OAK A	9	18	110	\$2300.00	\$ 253.00

Total Number of Logs : 138 | Number of Defects : 0 | Total Board Feet : 16617

Comments : 2-Canner | Total Amount Due : \$ 36528.40

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30361

Date : 05/27/2002	Time : 16:36:25	Insp : TNC	Gate : 1	Yard : 1
Vendor : WALLACETN	Trucker :	Logger :		
Tract :	Scale Method : DOYLE			
Log#	Species	Grade	Length	Diam.
 128-029896 CHERRY A 9 16 81 \$5220.00 \$ 422.82  
 128-029897 CHERRY A 8 13 40 \$5220.00 \$ 208.80  
 128-029898 CHERRY A 9 12 36 \$5220.00 \$ 187.92  
 128-029899 CHERRY A 9 16 81 \$5220.00 \$ 422.82  
 128-029900 CHERRY A 12 14 75 \$5220.00 \$ 391.50  
 128-029901 CHERRY A 9 18 110 \$5220.00 \$ 574.20  
 128-029902 CHERRY A 9 18 110 \$5220.00 \$ 574.20  
 128-029903 CHERRY A 8 18 98 \$5220.00 \$ 511.56  
 128-029904 CHERRY A 11 16 99 \$5220.00 \$ 516.78  
 128-029905 CHERRY A 8 13 40 \$5220.00 \$ 208.80  
 128-029906 CHERRY A 9 15 68 \$5220.00 \$ 354.96  
 128-029907 CHERRY A 10 13 50 \$5220.00 \$ 261.00  
 128-029908 CHERRY A 9 17 95 \$5220.00 \$ 495.90  
 128-029909 CHERRY A 8 18 98 \$5220.00 \$ 511.56  
 128-029910 CHERRY A 8 15 60 \$5220.00 \$ 313.20  
 128-029911 CHERRY A 9 16 81 \$5220.00 \$ 422.82  
 128-029912 CHERRY A 8 13 40 \$5220.00 \$ 208.80  
 128-029913 CHERRY A 8 13 40 \$5220.00 \$ 208.80  
 128-029914 CHERRY A 8 16 72 \$5220.00 \$ 375.84  
 128-029915 CHERRY A 10 18 122 \$5220.00 \$ 636.84  
 128-029916 CHERRY A 11 17 116 \$5220.00 \$ 605.58  
 128-029917 CHERRY A 10 15 75 \$5220.00 \$ 391.50  
 128-029918 CHERRY A 8 15 60 \$5220.00 \$ 313.20  
 128-029919 CHERRY A 8 14 50 \$5220.00 \$ 261.00  
 128-029920 CHERRY A 9 15 68 \$5220.00 \$ 354.96  
 128-029921 CHERRY A 9 16 81 \$5220.00 \$ 422.82  
 128-029922 CHERRY A 8 17 84 \$5220.00 \$ 438.48  
 128-029923 CHERRY A 8 15 60 \$5220.00 \$ 313.20  
 128-029924 CHERRY A 8 13 40 \$5220.00 \$ 208.80  
 128-029925 CHERRY A 8 15 60 \$5220.00 \$ 313.20  
 128-029926 CHERRY A 8 17 84 \$5220.00 \$ 438.48  
 128-029927 CHERRY A 11 12 44 \$5220.00 \$ 229.68  
 128-029928 CHERRY A 9 19 127 \$5220.00 \$ 662.94  
 128-029929 CHERRY A 8 12 32 \$5220.00 \$ 167.04  
 128-029930 CHERRY A 8 13 40 \$5220.00 \$ 208.80  
 128-029931 CHERRY A 11 12 44 \$5220.00 \$ 229.68  
 128-029932 CHERRY A 9 13 45 \$5220.00 \$ 234.90  
 128-029933 CHERRY A 9 13 45 \$5220.00 \$ 234.90

*L. Cawley*

## Log Scale Report

Draft : 30361

Date : 05/27/2002 | Time : 16:36:25 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACETN | Trucker : | Logger :

Tract : | Scale Method : DOYLE

Log#	Species	Grade	Length	Diam.	Bft	\$/MBft	Amount	Defect & Reason
128-029498	CHERRY	A	11	15	83	\$5220.00	\$ 433.26	
128-029499	CHERRY	A	11	17	116	\$5220.00	\$ 605.52	
128-029500	CHERRY	A	9	17	95	\$5220.00	\$ 495.90	
128-029501	CHERRY	A	9	14	56	\$5220.00	\$ 292.32	
128-029502	CHERRY	A	13	15	98	\$5220.00	\$ 511.56	
128-029503	CHERRY	A	10	14	62	\$5220.00	\$ 323.64	
128-029504	CHERRY	A	8/10	17/15	84	\$5220.00	\$ 438.48	
128-029505	CHERRY	A	9/ 8	18/17	110	\$5220.00	\$ 574.20	
128-029506	CHERRY	A	10	15	75	\$5220.00	\$ 391.50	
128-029508	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
128-029509	CHERRY	A	9	16	81	\$5220.00	\$ 422.82	
128-029510	CHERRY	A	12	16	108	\$5220.00	\$ 563.76	
128-029511	CHERRY	A	9	18	110	\$5220.00	\$ 574.20	
128-029512	CHERRY	A	9	19	127	\$5220.00	\$ 662.94	
128-029513	CHERRY	A	12	15	91	\$5220.00	\$ 475.02	
128-029514	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
128-029515	CHERRY	A	13	18	159	\$5220.00	\$ 829.98	
128-029516	CHERRY	A	9	19	127	\$5220.00	\$ 662.94	
128-029518	CHERRY	A	8	16	72	\$5220.00	\$ 375.84	
128-029519	CHERRY	A	9	17	95	\$5220.00	\$ 495.90	
128-029520	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029881	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029882	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
128-029883	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
128-029884	CHERRY	A	11	15/14	83	\$5220.00	\$ 433.26	
128-029517	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
128-029497	CHERRY	A	10	20	160	\$5220.00	\$ 835.20	
128-029885	CHERRY	A	9	13	45	\$5220.00	\$ 234.90	
128-029886	CHERRY	A	12	16	108	\$5220.00	\$ 563.76	
128-029887	CHERRY	A	7	20	112	\$5220.00	\$ 584.64	
128-029888	CHERRY	A	9	13	45	\$5220.00	\$ 234.90	
128-029889	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
128-029890	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029891	CHERRY	A	9	14	56	\$5220.00	\$ 292.32	
128-029892	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029893	CHERRY	A	10	17	106	\$5220.00	\$ 553.32	
128-029894	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
128-029895	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	

SPENCER VENEER LLC

Log Scale Report

Draft : 30361

Date : 05/27/2002 | Time : 16:36:25 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACETN | Trucker : | Logger :

Tract : | Scale Method : DOYLE

Log# | Species | Grade | Length | Diam. | Bft | \$/MBft | Amount | Defect & Reason

128-029934	CHERRY	A	8	15	60	\$5220.00	\$ 313.20	
128-029935	CHERRY	A	11	13	55	\$5220.00	\$ 287.10	
128-029936	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029937	CHERRY	A	10	15	75	\$5220.00	\$ 391.50	
128-029938	CHERRY	A	8	18	98	\$5220.00	\$ 511.56	
128-029939	CHERRY	A	8	19	112	\$5220.00	\$ 584.64	
128-029940	CHERRY	A	12	13	61	\$5220.00	\$ 318.42	
128-029941	CHERRY	A	8	15	60	\$5220.00	\$ 313.20	
128-029942	CHERRY	A	9	13	45	\$5220.00	\$ 234.90	
128-029943	CHERRY	A	7	13	35	\$5220.00	\$ 182.70	
128-029944	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
128-029945	CHERRY	A	8	12	32	\$5220.00	\$ 167.04	
128-029946	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029947	CHERRY	A	9	16	61	\$5220.00	\$ 422.82	
128-029948	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
128-029949	CHERRY	A	9	16	81	\$5220.00	\$ 422.82	
128-029950	CHERRY	A	9	13	45	\$5220.00	\$ 234.90	
128-029951	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
128-029952	CHERRY	A	10	14	62	\$5220.00	\$ 323.64	
128-029953	CHERRY	A	8	16	72	\$5220.00	\$ 375.84	
128-029954	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
128-029955	CHERRY	A	9	13	45	\$5220.00	\$ 234.90	
128-029956	CHERRY	A	8	16	72	\$5220.00	\$ 375.84	
128-029957	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
128-029958	CHERRY	A	10	15	75	\$5220.00	\$ 391.50	
128-029959	CHERRY	A	8	12	32	\$5220.00	\$ 167.04	
128-029960	CHERRY	A	8	15	60	\$5220.00	\$ 313.20	
128-029961	CHERRY	A	9	14	56	\$5220.00	\$ 292.32	
128-029962	CHERRY	A	12	15	91	\$5220.00	\$ 475.02	
128-029963	CHERRY	A	11	16	99	\$5220.00	\$ 516.78	
128-029964	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
128-029965	CHERRY	A	10	14	62	\$5220.00	\$ 323.64	
128-029966	CHERRY	A	8	18	98	\$5220.00	\$ 511.56	
128-029967	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
128-029968	CHERRY	A	10	13	50	\$5220.00	\$ 261.00	
128-029969	CHERRY	A	10	20	160	\$5220.00	\$ 835.20	
128-029970	CHERRY	A	13	15	98	\$5220.00	\$ 511.56	
128-029971	CHERRY	A	10	13	50	\$5220.00	\$ 261.00	

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30361

Date : 05/27/2002 | Time : 16:36:25 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACETN | Trucker :

Logger :

Tract :

Scale Method : DOYLE

Log#	Species	Grade	Length	Diam, Bft	\$/MBft	Amount	Defect&Reason
128-029972	CHERRY	A	13	14	\$1,5220.00	\$ 422.82	
128-029973	CHERRY	A	8	18	\$1,5220.00	\$ 511.56	
128-029974	CHERRY	A	8	19	\$1,5220.00	\$ 584.64	
128-029975	CHERRY	A	13	13	\$1,5220.00	\$ 344.52	
128-029976	CHERRY	A	9	16	\$1,5220.00	\$ 422.82	
128-029977	CHERRY	A	10	12	\$1,5220.00	\$ 208.80	
128-029978	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029979	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029980	CHERRY	A	9	12	\$1,5220.00	\$ 187.92	
128-029981	CHERRY	A	10	13	\$1,5220.00	\$ 261.00	
128-029982	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029983	CHERRY	A	8	14	\$1,5220.00	\$ 261.00	
128-029984	CHERRY	A	9	13	\$1,5220.00	\$ 234.90	
128-029985	CHERRY	A	13	14	\$1,5220.00	\$ 422.82	
128-029986	CHERRY	A	11	12	\$1,5220.00	\$ 229.68	
128-029987	CHERRY	A	8	14	\$1,5220.00	\$ 261.00	
128-029988	CHERRY	A	8	16	\$1,5220.00	\$ 375.84	
128-029989	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029990	CHERRY	A	9	13	\$1,5220.00	\$ 234.90	
128-029991	CHERRY	A	10	15	\$1,5220.00	\$ 391.50	
128-029992	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029993	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029994	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029995	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029996	CHERRY	A	8	12	\$1,5220.00	\$ 167.04	
128-029997	CHERRY	A	12	16	\$1,5220.00	\$ 563.76	
128-029998	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
128-029999	CHERRY	A	8	17	\$1,5220.00	\$ 438.48	
129-030000	CHERRY	A	7	14	\$1,5220.00	\$ 229.68	
129-029801	CHERRY	A	8	14	\$1,5220.00	\$ 261.00	
129-029802	CHERRY	A	12	12	\$1,5220.00	\$ 250.56	
129-029803	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
129-029804	CHERRY	A	9	13	\$1,5220.00	\$ 234.90	
129-029805	CHERRY	A	8	14	\$1,5220.00	\$ 261.00	
129-029806	CHERRY	A	8	13	\$1,5220.00	\$ 208.80	
129-029807	CHERRY	A	9	13	\$1,5220.00	\$ 234.90	
129-029808	CHERRY	A	10	12	\$1,5220.00	\$ 208.80	
129-029809	CHERRY	A	10	14	\$1,5220.00	\$ 323.64	

Log Scale Report

## SPENCER VENEER LLC

## Log Scale Report

Draft # 30361

Date : 05/27/2002 | Time : 16:36:25 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACE TN | Trucker : | Logger :

Tract : | Scale Method : DOYLE

Log#	Species	Grade	Length	Diam. in	Bft	\$/MBft	Amount	Defect & Reason
129-029810	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
129-029811	CHERRY	A	8	12	32	\$5220.00	\$ 167.04	
129-029812	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
129-029813	CHERRY	A	7	16	63	\$5220.00	\$ 328.86	
129-029814	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
129-029815	CHERRY	A	8	15	60	\$5220.00	\$ 313.20	
129-029816	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
129-029817	CHERRY	A	12	13	61	\$5220.00	\$ 318.42	
129-029818	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
129-029819	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
129-029820	CHERRY	A	11	12	44	\$5220.00	\$ 229.68	
129-029821	CHERRY	A	9	18	110	\$5220.00	\$ 574.20	
129-029822	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
129-029823	CHERRY	A	10	12	40	\$5220.00	\$ 208.80	
129-029824	CHERRY	A	9	12	36	\$5220.00	\$ 187.92	
129-029825	CHERRY	A	9	12	36	\$5220.00	\$ 187.92	
129-029826	CHERRY	A	7	16	63	\$5220.00	\$ 328.86	
129-029827	CHERRY	A	8	12	32	\$5220.00	\$ 167.04	
129-029828	CHERRY	A	9	13	45	\$5220.00	\$ 234.90	
129-029829	CHERRY	A	8	13	40	\$5220.00	\$ 208.80	
129-029830	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
129-029831	CHERRY	A	8	12	32	\$5220.00	\$ 167.04	
129-029832	CHERRY	A	8	16	72	\$5220.00	\$ 375.84	
129-029833	CHERRY	A	8	16	72	\$5220.00	\$ 375.84	
129-029834	CHERRY	A	8	14	50	\$5220.00	\$ 261.00	
129-029835	CHERRY	A	8	15	60	\$5220.00	\$ 313.20	
129-029836	CHERRY	A	9	16	81	\$5220.00	\$ 422.82	
129-029837	CHERRY	A	9	17	95	\$5220.00	\$ 495.90	
129-029838	CHERRY	A	9	18	110	\$5220.00	\$ 574.20	
129-029839	CHERRY	A	11	17	116	\$5220.00	\$ 605.52	
129-029840	CHERRY	A	12	18	147	\$5220.00	\$ 767.34	
129-029841	CHERRY	A	8	20	128	\$5220.00	\$ 668.16	
129-029842	CHERRY	A	8	21	144	\$5220.00	\$ 751.68	
129-029843	CHERRY	A	12	17	127	\$5220.00	\$ 662.94	
129-029844	CHERRY	A	11	18	135	\$5220.00	\$ 704.70	
129-029845	CHERRY	A	12	19	169	\$5220.00	\$ 882.18	
129-029846	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
129-029847	CHERRY	A	12	16	108	\$5220.00	\$ 563.76	

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30361

Date : 05/27/2002 | Time : 16:36:25 | Insp : TNC | Gate : 1 | Yard : 1

Vendor : WALLACETN | Trucker : | Logger : |

Tract : |

| Scale Method : DOYLE

Log#	Species	Grade	Length	Diam.	Bft	\$/MBft	Amount	Defect&Reason
129-029848	CHERRY	A	13	18	159	\$5220.00	\$ 829.98	
129-029849	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
129-029850	CHERRY	A	9	16	81	\$5220.00	\$ 422.82	
129-029851	CHERRY	A	9	14	56	\$5220.00	\$ 292.32	
129-029852	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
129-029853	CHERRY	A	9	22	182	\$5220.00	\$ 950.04	
129-029854	CHERRY	A	11	17	116	\$5220.00	\$ 605.52	
129-029855	CHERRY	A	12	16	108	\$5220.00	\$ 563.76	
129-029856	CHERRY	A	12	17	127	\$5220.00	\$ 662.94	
129-029857	CHERRY	A	10	18	122	\$5220.00	\$ 636.84	
129-029858	CHERRY	A	10	19	141	\$5220.00	\$ 736.02	
129-029859	CHERRY	A	9	16	81	\$5220.00	\$ 422.82	
129-029860	CHERRY	A	9	17	95	\$5220.00	\$ 495.90	
129-029861	CHERRY	A	10	16	90	\$5220.00	\$ 469.80	
129-029862	CHERRY	A	10	17	106	\$5220.00	\$ 553.32	
129-029863	CHERRY	A	9	14	56	\$5220.00	\$ 292.32	
129-029864	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
129-029865	CHERRY	A	8	16	72	\$5220.00	\$ 375.84	
129-029866	CHERRY	A	8	17	84	\$5220.00	\$ 438.48	
129-029867	CHERRY	A	9	17	95	\$5220.00	\$ 495.90	
129-029868	CHERRY	A	9	18	110	\$5220.00	\$ 574.20	
129-029869	CHERRY	A	10	22	202	\$5220.00	\$1054.44	
129-029870	CHERRY	A	10	23	226	\$5220.00	\$1179.72	
129-029871	CHERRY	A	13	17	137	\$5220.00	\$ 715.14	
129-029872	CHERRY	A	9	17	95	\$5220.00	\$ 495.90	
129-029873	CHERRY	A	9	18	110	\$5220.00	\$ 574.20	
129-029874	CHERRY	A	11	15	83	\$5220.00	\$ 433.26	
129-029875	CHERRY	A	11	16	99	\$5220.00	\$ 516.78	
129-029876	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
129-029877	CHERRY	A	10	13	50	\$5220.00	\$ 261.00	
129-029878	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	
129-029879	CHERRY	A	10	14	62	\$5220.00	\$ 323.64	
129-029880	CHERRY	A	10	14	62	\$5220.00	\$ 323.64	
129-029881	CHERRY	A	10	21	181	\$5220.00	\$ 944.82	
129-029882	CHERRY	A	10	14	62	\$5220.00	\$ 323.64	
129-029883	CHERRY	A	9	15	68	\$5220.00	\$ 354.96	

Total Number of Logs : 226 | Number of Defects : 0 | Total Board Feet : 16915

Comments : *L. Clegg*

Total Amount Due : \$ 88296.30

## SPENCER VENEER LLC

## Log Scale Report

Draft : 30362

| Date : 05/27/2002 | Time : 16:44:26 | Insp : TNC | Gate : 1 | Yard : 1  
 | Vendor : WALLACETN | Trucker : | Logger :  
 | Tract : | Scale Method : DOYLE  
 |  
 | Log# | Species | Grade | Length | Diam. | Bft | \$/MBft | Amount | Defect & Reason  
 |  
 129-029884 HARD MAPL A 9 22 182 \$3500.00 \$ 637.00  
 129-029885 HARD MAPL A 10 19 141 \$3500.00 \$ 493.50  
 129-029886 HARD MAPL A 8 16 72 \$3500.00 \$ 252.00  
 129-029887 HARD MAPL A 10 18 122 \$3500.00 \$ 427.00  
 129-029888 HARD MAPL A 18 17 190 \$3500.00 \$ 665.00  
 129-029889 HARD MAPL A 10 17 106 \$3500.00 \$ 371.00  
 129-029890 SOFT MAPL A 10 19 141 \$1800.00 \$ 253.80  
 129-029891 SOFT MAPL A 10 21 181 \$1800.00 \$ 325.80  
 |  
 | Total Number of Logs : 8 | Number of Defects : 0 | Total Board Feet : 1135  
 |  
 | Comments : 2-Cane, | Total Amount Due : \$ 3425.10 |  
 |

TOTAL \$ of all 3 Tractors  
 128249.82

Truckers - 7000

135249.82

# WALLACETON HARDWOODS

P. O. Box 36, Reed Street  
Wallaceton, PA 16876

Phone Number  
814-342-3942

# INVOICE

Fax Number  
814-342-4634

SOLD TO:

Spencer Veneer

INVOICE NUMBER 6982

INVOICE DATE 5/27/02  
OUR ORDER NUMBER 6982

YOUR ORDER NUMBER

TERMS

SALES REP

SHIPPED VIA

F.O.B.

PREPAID or COLLECT

prior to delivery  
Merwin/Tim Carver  
MGT  
Wallaceton

SHIPPED TO:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
16,617	138 pc. White Oak logs (#30360)	per tally	\$ 36,528.40
16,915	226 pc. Cherry logs (#30361)	@\$5220/M	88,296.30
1,135	8 pc. Maple logs (#30362)	per tally	3,425.10
	Trucking		7,000.00
		SUBTOTAL	\$135,249.80
		FREIGHT	
			\$135,249.80

Questions concerning this invoice?  
Call: 814-342-3942

Make Payment To:  
Please wire transfer to:  
Wallaceton Hardwoods  
County National Bank  
Market & Second Street  
Clearfield, PA 16830 ABA# 031306278  
THANK YOU FOR YOUR BUSINESS! ACCT#1469865

Exhibit

"B"

# WALLACETON HARDWOODS

P. O. Box 36, Reed Street  
Wallaceton, PA 16876

Phone Number  
814-342-3942

# INVOICE

Fax Number  
814-342-4634

**SOLD TO:**

Spencer Veneer

INVOICE NUMBER 7035

**SHIPPED TO:**

INVOICE DATE 6/22/02

OUR ORDER NUMBER

YOUR ORDER NUMBER

TERMS

SALES REP

SHIPPED VIA

F.O.B.

upon receipt  
Merwin

PREPAID or COLLECT

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1135'	REF.#6982 Degrade of Logs		\$ 1,155.10
5141'	Maple logs		10,282.00
3715'	Cherry veneer logs		7,430.00
737'	Cherry logs, 3SC & btr. panel logs		1,383.00
1424'	Cherry logs, good panel logs		2,420.80
2994'	Cherry logs, hi grade, furniture log		7,470.30
16617'	Cherry logs, lo grade panel		19,911.40
2904'	White oak logs		2,904.00
	Cherry logs, 3SC sawlog		
5/27/02	2-loaders 9 hours each	@\$50/hr.	900.00
5/27/02	2 managers labor cost	@\$1000/day	2,000.00
34667'	trim & replaced S-irons/plates	@\$300/MBF	10,400.00
	Interest rate @4%		5,409.99
		SUBTOTAL	\$71,666.59
		FREIGHT	\$71,666.59
			PAY THIS AMOUNT

Questions concerning this invoice?  
Call: 814-342-3942

Logs

THANK YOU FOR YOUR BUSINESS!

INVOICE.WK4

Exhibit

"C"

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

No. 03 - - CD

SHELLY REED, t/d/b/a WALLACETON  
HARDWOODS, Plaintiff

vs.

SPENCER VENEER,

Defendant

COMPLAINT

NOTICE TO DEFENDANT:

YOU are hereby notified  
that you are required to file  
an Answer to the within  
Complaint within twenty (20)  
days after service upon you  
or judgment may be entered  
against you.

*Joseph Colavecchi*  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

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

**FILED** *3/35/03*  
*Attn: Colavecchi*  
*1cc*  
*Attn: Shaw*  
*Atty pd 8500*  
*William A. Shaw*  
*Plathenetary*

# In The Court of Common Pleas of Clearfield County, Pennsylvania

REED, SHELLY t/d/b/a WALLACETON HARDWOODS

Sheriff Docket # 14197

VS.

SPENCER VENEER

03-872-CD

## COMPLAINT

### SHERIFF RETURNS

NOW JUNE 26, 2003 SERVED THE WITHIN COMPLAINT TO SPENCER VENEER, DEFENDANT BY CERT. MAIL # 7002 2030 0000 6873 1016 AT 270 INDUSTRIAL PARK ROAD, SPENCER, WEST VIRGINIA 25276 BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY NERI MCKENZIE.

#### Return Costs

Cost	Description
23.34	SHERIFF HAWKINS PAID BY: ATTY CK# 7042
10.00	SURCHARGE PAID BY: ATTY CK# 7043

Sworn to Before Me This

30<sup>th</sup> Day Of July 2003  
Will A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
My Manly Hawn

Chester A. Hawkins  
Sheriff

FILED  
JUL 30 2003  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

**SENDER: COMPLETE THIS SECTION**

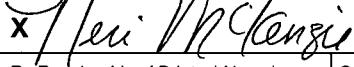
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

SPENCER VENEER  
270 Industrial Park Road  
Spencer, West Virginia 25276

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature



Agent  
 Addressee

## B. Received by (Printed Name)

6-26-03  
C. Date of Delivery

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. Article Number

(Transfer from service label)

7002 2030 0000 6873 1016

6873.1016  
7002

<b>CERTIFIED MAIL™ RECEIPT</b> <small>(Domestic Mail Only; No Insurance Coverage Provided)</small>	
<small>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></small>	
<b>OFFICIAL USE</b>	
<input type="checkbox"/>	Postage \$ 1.29
<input type="checkbox"/>	Certified Fee
<input type="checkbox"/>	Return Receipt Fee (Endorsement Required)
<input type="checkbox"/>	Restricted Delivery Fee (Endorsement Required)
<input type="checkbox"/>	Total Postage & Fees \$ 5.34
<small>Postmark CLEARFIELD PA JUN 24 2003 U.S.P.S.</small>	
<small>Sent To SPENCER VENEER Street, Apt. No.; or PO Box No. 270 Industrial Park Road City, State, ZIP+4 Spencer, West Virginia 25276</small>	
<small>PS Form 3800, June 2002 See Reverse for Instructions</small>	

16141

**Certified Mail Provides:**

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

102595-02-M-1692  
PS Form 3800, June 2002 (Reverse)

**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.  
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,  
Plaintiff**

v.

**SPENCER VENEER,  
Defendant**

**CIVIL DIVISION**

**No. 03-872-CD**

**ANSWER WITH NEW MATTER**

**Filed on Behalf of:**

**Defendant, SPENCER VENEER**

**Counsel of Record for This Party:**

**MICHAEL D. REED, ESQUIRE  
Sup. Ct. I.D. #35193**

**METTE, EVANS & WOODSIDE  
3401 North Front Street  
P. O. Box 5950  
Harrisburg, PA 17110-0950**

**(717) 232-5000**

**FILED**

**AUG 11 2003**

**William A. Shaw  
Prothonotary/Clerk of Courts**

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, :  
Plaintiff : No. 03-872-CD  
v. :  
SPENCER VENEER, :  
Defendant :  
:

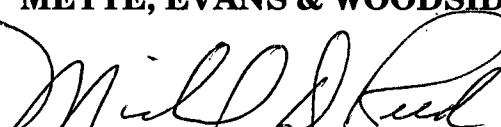
**NOTICE TO PLEAD**

TO: Joseph Colavecchi, Esquire  
Colavecchi, Ryan & Colavecchi  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

You are hereby notified to plead to the within document within twenty  
(20) days after service hereof, or a default judgment may be entered against you.

**METTE, EVANS & WOODSIDE**

BY:

  
Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

DATED: August 8, 2003

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, :  
Plaintiff : No. 03-872-CD  
v. :  
SPENCER VENEER, :  
Defendant :  
:

**ANSWER WITH NEW MATTER**

1. Admitted.
  
2. Admitted.
  
3. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.
  
4. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

5. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

6. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

7. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

8. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

9. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

10. Admitted in part and denied in part. It is admitted that Timothy Carver created a tally of logs which showed 34,667 feet at a price of \$135,249.80. The remaining averments of paragraph 10 are denied, since, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

11. Admitted.

12. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

13. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

14. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

15. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

16. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

17. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

18. Denied. The substance of the conversation between Merwin Graham and Craig Keeler as alleged in paragraph 18 of Plaintiff's complaint is specifically denied. To the contrary, during that phone conversation, Merwin Graham stated that a wire transfer of funds for the full amount of the proposed sale prior to shipment was a condition of the sale. At that point, Craig Keeler informed Merwin Graham that Spencer Veneer would not agree to such terms. Merwin Graham stated that if wire transfer of the full amount was not forwarded, the logs would be sold to another buyer. Craig Keeler had already advised Merwin Graham that Spencer Veneer would

not agree to a wire transfer prior to shipment; therefore, it was understood that there would be no sale because the parties could not agree upon terms.

19. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

20. Denied. It is specifically denied that Wallaceton Hardwoods could have anticipated that the logs would be shipped immediately to Spencer Veneer, since it was clear from the telephone conversation between Merwin Graham and Craig Keeler on June 1, 2002 that there would be no sale of the logs to Spencer Veneer because the parties could not agree upon terms. With respect to the remaining averments of paragraph 20, after reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

21. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

22. Denied. It is specifically denied that Merwin Graham could have called after June 6, 2002 wanting to know what Spencer Veneer was going to do. To the contrary, he was advised on June 1, 2002 that there would be no sale because Spencer Veneer could not agree to the term which Merwin Graham insisted upon as a condition of sale (i.e., wire transfer prior to shipment). As to the remaining averments of paragraph 22, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

23. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments and they are therefore denied, with strict proof thereof demanded at trial.

24. Denied. It is specifically denied that Merwin Graham waited until June 17, 2002 without hearing from Spencer Veneer concerning finalizing the purchase of the logs. To the contrary, Merwin Graham was advised on June 1, 2002 in his conversation with Craig Keeler that there would be no sale of the logs to Spencer Veneer due to Merwin Graham's insistence upon wire transfer of funds prior to shipment as a condition of sale, a condition to which Spencer Veneer would not agree.

25. Admitted in part and denied in part. It is admitted that Wallaceton Hardwoods invoiced Spencer Veneer in the amount of \$71,666.59. It is specifically denied that any such amounts are due and owing Wallaceton Hardwoods from Spencer Veneer, since there was never any agreement for sale of the logs to Spencer Veneer and no such costs are attributable to Spencer Veneer.

26. Admitted in part and denied in part. It is admitted that Spencer Veneer has made no payment on the invoice in question. It is specifically denied that any payment is due or owing from Spencer Veneer to Wallaceton Hardwoods. To the contrary, no such payment is due or owing because no sale was ever completed because the parties could not agree upon the terms of sale.

WHEREFORE, Defendant Spencer Veneer respectfully requests this Court to dismiss Plaintiff's complaint and enter judgment in favor of Spencer Veneer.

NEW MATTER

27. The averments contained in paragraphs 1 through 26 of Defendant's answer are incorporated herein by reference as if fully set forth.

28. Plaintiff's claims are barred by the doctrines of waiver and/or estoppel, since no sale of the logs in question was ever completed because the parties failed to agree upon the terms of sale.

29. Plaintiff had a duty to mitigate its alleged damages by reselling the logs to others; therefore, to the extent Plaintiff suffered any damages, it should be estopped from recovering such damages for failing to mitigate such damages.

30. Plaintiff's claims are barred by lack of consideration and/or failure of consideration because the logs in question were never shipped to Spencer Veneer, nor were they ever available for shipment to Spencer Veneer, since Spencer Veneer would not agree to the condition of sale insisted upon by Plaintiff (i.e., wire transfer of funds prior to shipment).

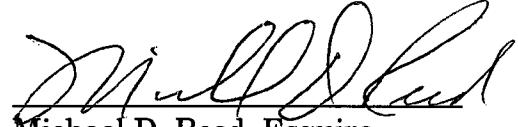
31. Plaintiff's complaint fails to state a cause of action as a matter of law.

WHEREFORE, Defendant Spencer Veneer respectfully requests this Court to dismiss Plaintiff's complaint and enter judgment in favor of Spencer Veneer.

Respectfully submitted,

**METTE, EVANS & WOODSIDE**

BY:

  
Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

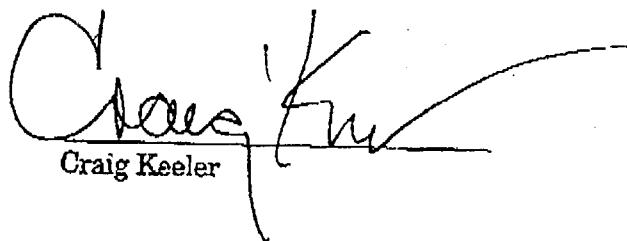
**DATED:** August 8, 2003  
333841

VERIFICATION

I, Craig Keeler, have read the foregoing document and to the extent that it contains facts supplied by me, they are true and correct to the best of my personal knowledge, information and belief; however, to the extent that the foregoing document and/or its language is that of counsel, I have relied upon counsel in making this verification.

I make this Verification subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Dated: 88-03

  
Craig Keeler

**CERTIFICATE OF SERVICE**

I certify that I am this day serving a copy of the foregoing document upon the persons and in the manner indicated below, which service satisfies the requirements of the Pennsylvania Rules of Civil Procedure, by depositing a copy of same in the United States Mail, Harrisburg, Pennsylvania, with first-class postage, prepaid, as follows:

Joseph Colavecchi, Esquire  
Colavecchi, Ryan & Colavecchi  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

**METTE, EVANS & WOODSIDE**

BY:



Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

DATED: August 8, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,

Plaintiff

CIVIL DIVISION

No. 03 - 872 - CD

Vs.

SPENCER VENEER,

Defendant

**REPLY TO NEW MATTER**

Filed on Behalf of:

Plaintiff, SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS

Counsel of Record for This  
Party:

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

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

814/765-1566

**FILED**

**AUG 26 2003**

William A. Shaw  
Prothonotary/Clerk of Courts

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, : No. 03 - 872 - CD  
Plaintiff :  
:  
vs. :  
:  
SPENCER VENEER, :  
Defendant :

**REPLY TO NEW MATTER**

NOW COMES, Shelly Reed, t/d/b/a Wallaceton Hardwoods, who, through their attorney, Joseph Colavecchi, Esquire, files their Reply to the New Matter of the Defendant and respectfully avers as follows:

27. This does not require a reply.
28. Denied. On the contrary, Tim Carver, the representative of the Defendant, agreed upon the terms of the sale with Plaintiff. Tim Carver went out and checked every log which includes the length, the diameter and the price. Tim Carver ran a total on it and had a tally of the logs which he signed on behalf of Spencer Veneer. Tim Carver further stated that the Defendant had the money available and was ready to pay for the logs immediately.
29. Plaintiff took every step to mitigate said damages by reselling as many of the logs to others as possible. The logs claimed in the Complaint are the ones that were split or went bad or were logs sold for a price less than the agreed upon price with

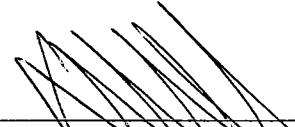
Defendant. The Complaint only includes losses actually incurred by Plaintiff.

30. Denied. Tim Carver on behalf of Spencer Veneer agreed that the money would be wired to Plaintiff. The logs had been checked and tallied by Tim Carver on behalf of Spencer Veneer. Tim Carver said that the funds were available for immediate transfer to Plaintiff.

31. Denied for the reasons as set forth in the Complaint.

WHEREFORE, Plaintiff asks that the Answer and New Matter of the Defendant be dismissed and that judgment be entered in favor of Plaintiff, together with interest and costs.

Respectfully submitted,



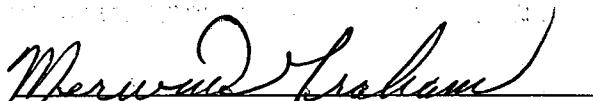
---

JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

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

WALLACETON HARDWOODS

  
BY: MERWIN GRAHAM

Leave over margin

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

CIVIL DIVISION

No. 03 - 872 - CD

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS, Plaintiff

vs.

SPENCER VENEER,  
Defendant

REPLY TO NEW MATTER

FILED NO. 03-3344  
AUG 26 2003  
WES

William A. Shaw  
Prothonotary/Clerk of Courts

COLAVECCHI  
RYAN & COLAVECCHI

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

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

03-872-CD

DATE PRESENTED

CASE NUMBER	TYPE	TRIAL REQUESTED	ESTIMATED TRIAL TIME
	(X) Jury    ( ) Non-Jury		
Date Complaint	( ) Arbitration		<u>1</u> Days
Filed: 06-13-03			

PLAINTIFF (S)

Shelly Reed, t/d/b/a Wallaceton Hardwoods ( )

**DEFENDANT (S)**

Spencer Veneer ( ) Check Block if  
ADDITIONAL DEFENDANT(S) a Minor is a  
Party to the Case ( )

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

Shelly Reed, t/d/b/a Wallaceton Hardwoods 06-13-03

more than  
\$ 20,000 ( ) yes ( ) 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.

JOSEPH COLAVECCHI, ESQUIRE

Joseph Colavecchi, Esquire  
FOR THE PLAINTIFF

814/765-1566

William A. Shaw  
Prothonotary/Clerk of Courts  
2004-21

Michael D. Reed, Esquire  
FOR THE DEFENDANT

717/232-5000

**TELEPHONE NUMBER**

---

**FOR ADDITIONAL DEFENDANT**

---

**TELEPHONE NUMBER**

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

Shelly Reed, t/d/b/a :  
Wallaceton Hardwoods, :  
Plaintiff :  
:  
vs. : No. 03 - 872 - CD  
:  
SPENER VENEER, :  
Defendant :  
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 21, 2004, a true and correct copy of a Certificate of Readiness in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Michael D. Reed, Esquire  
Mette, Evans & Woodside  
3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

DATE: 4/22/04

BY: 

JOSEPH COLAVECCHI, ESQUIRE  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

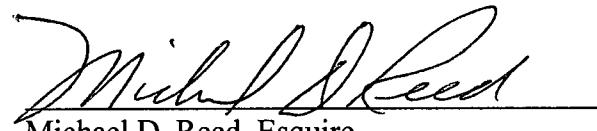
**CERTIFICATE OF SERVICE**

I certify that I am this day serving a copy of the foregoing document upon the persons and in the manner indicated below, which service satisfies the requirements of the Pennsylvania Rules of Civil Procedure, by depositing a copy of same in the United States Mail, Harrisburg, Pennsylvania, with first-class postage, prepaid, as follows:

Joseph Colavecchi, Esquire  
Colavecchi, Ryan & Colavecchi  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

**METTE, EVANS & WOODSIDE**

BY:

  
Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

DATED: August 10, 2004

FILED <sup>NO</sup> <sub>cc</sub>  
m/9/35/04  
AUG 12 2004  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,  
Plaintiff

v.

SPENCER VENEER,  
Defendant

CIVIL DIVISION

No. 03-872-CD

PRE-TRIAL MEMORANDUM

Filed on Behalf of:

Defendant, SPENCER VENEER

Counsel of Record for This Party:

MICHAEL D. REED, ESQUIRE  
Sup. Ct. I.D. #35193

METTE, EVANS & WOODSIDE  
3401 North Front Street  
P. O. Box 5950  
Harrisburg, PA 17110-0950

(717) 232-5000

RECEIVED

AUG 11 2004

COURT ADMINISTRATORS  
OFFICE

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

SHELLY REED t/d/b/a : NO. 03-872-CD  
WALLACETON HARDWOODS :  
V. :  
: SPENCER VENEER :  
:

FILED

AUG 19 2004

William A. Shaw  
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 18<sup>TH</sup> day of August, 2004, following Pre-Trial Conference, it is  
the ORDER of this Court:

1. Jury Selection in this matter shall be scheduled for August 26, 2004, beginning at 9:00 A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Trial in this matter is scheduled for November 1 and 2, 2004 beginning at 9:00 A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. The deadline for filing any and all Motions shall be by and no later than thirty (30) days prior to the commencement of trial.
4. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than thirty (30) days prior to trial.
5. Points for Charge shall be submitted to the Court by and no later than fifteen (15) days prior to the commencement of trial.
6. Proposed Verdict Slip shall be submitted to the Court by and no later than fifteen (15) days prior to the commencement of trial.
7. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

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

Shelly Reed, t/d/b/a :  
Wallaceton Hardwoods, :  
Plaintiff :  
:  
vs. : No. 03 - 872 - CD  
:  
SPENER VENEER, :  
Defendant :  
:

CA  
eOK  
FILED NOCC  
01/31/04  
OCT 13 2004

CERTIFICATE OF SERVICE

William A. Shaw  
Prothonotary/Clerk of Courts

The undersigned hereby certifies that on October 11, 2004, a true and correct copy of Plaintiff's Reply Brief in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Michael D. Reed, Esquire  
Mette, Evans & Woodside  
3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

DATE: October 11, 2004

  
JOSEPH COLAVECCHI, ESQUIRE  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

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

Shelly Reed, t/d/b/a :  
Wallaceton Hardwoods, :  
Plaintiff :  
:  
vs. : No. 03 - 872 - CD  
:  
SPENCER VENEER, :  
Defendant :  
:

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 21, 2004, a true and correct copy of Plaintiff's Requested Points for Charge and Proposed Verdict Form in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Michael D. Reed, Esquire  
Mette, Evans & Woodside  
3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

DATE: October 21, 2004

  
JOSEPH COLAVECCHI, ESQUIRE  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830  
814/765-1566

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

FILED  
01/10/2004  
OCT 22 2004  
cc

William A. Shaw  
Prothonotary/Clerk of Courts

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

SHELLY REED, t/d/b/a : NO. 03-872-CD  
WALLACETON HARDWOODS, :  
Plaintiff :  
V. :  
SPENCER VENEER, :  
Defendant :  
:

**FILED**

NOV 10 2004  
01 11:00 AM  
William A. Shaw  
Prothonotary

**VERDICT**

1. Do you find by a preponderance of the evidence that Defendant Spencer Veneer entered into an enforceable contract with Plaintiff Shelly Reed, trading and doing business as Wallaceton Hardwoods?

Yes \_\_\_\_\_ No

If the answer to Question No. 1 is "No", do not answer any further questions.

If the answer to Question No. 1 is "Yes", proceed to Question 2.

2. Do you find by a preponderance of the evidence that Defendant Spencer Veneer breached the contract with Plaintiff Shelly, Reed, trading and doing business as Wallaceton Hardwoods?

Yes \_\_\_\_\_ No

If the answer to Question No. 2 is "No", do not answer any further questions.

If the answer to Question No. 2 is "Yes", proceed to Question 3.

3. What amount of damages do you find were incurred by Plaintiff Shelly Reed, trading and doing business as Wallacetton Hardwoods, as a result of the breach of contract by Defendant Spencer Veneer?

\$ 20,000.00

Steve Shaffer  
Foreman

Dated: November 2, 2004

COURT OF COMMON PLEAS, CLEARFIELD COUNTY  
PENNSYLVANIA

CASE NO. 03-872-CD

Date of Jury Selection: August 26, 2004

Presiding Judge: Honorable Paul E. Cherry

**SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS**

VS

**SPENCER VENEER**

Court Reporter: \_\_\_\_\_

Date of Trial: November 1, 2004

Date Trial Ended: November 2, 2004

**MEMBERS OF THE JURY**

1. SHIRLEY HARDY  
2. STEVEN SHAFFER  
3. WANDA McGLYNN  
4. GARY KURTZ  
5. CAROLYN WAYNE  
6. BARBARA NAGY  
ALT #1 DIANE WESESKY

7. LOWELL WILLIAMS  
8. SHARON STOLTZ  
9. BERNARD KNARR  
10. JANI HARPSTER  
11. CAROL FAHY  
12. MARY KAY DAVIS  
ALT #2 RONNI MURPHY

**PLAINTIFF'S WITNESSES:**

1. Karen Graham  
2. Tim Cane  
3.  
4.  
5.  
6.

**DEFENDANT'S WITNESSES:**

1. Craig Keefer  
2. Paula French  
3.  
4.  
5.  
6.

PLAINTIFF'S ATTY: Joseph Colavecchi, Esquire

ADDRESS TO JURY: 9:30 am

JUDGE'S ADDRESS TO JURY: 10:00 am

VERDICT: \$20000. 00

DEFENDANT'S ATTY: Michael D. Reed, Esquire

ADDRESS TO JURY: 9:10 am

JURY OUT: 10:45 JURY IN: 2:20

FOREPERSON: Steven Shaffer

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

SHELLY REED, t/d/b/a : CIVIL DIVISION  
WALLACETON HARDWOODS, :  
Plaintiff : No. 03-872-CD  
v. : MOTION FOR POST-TRIAL RELIEF  
: Filed on Behalf of:  
SPENCER VENEER, : Defendant, SPENCER VENEER  
Defendant : Counsel of Record for This Party:  
: MICHAEL D. REED, ESQUIRE  
: Sup. Ct. I.D. #35193  
: METTE, EVANS & WOODSIDE  
: 3401 North Front Street  
: P. O. Box 5950  
: Harrisburg, PA 17110-0950  
: (717) 232-5000

FILED *wk*  
M 12/18 2004 10:00 AM  
*Reed*

NOV 12 2004

William A. Chew  
Prothonotary

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

SHELLY REED, t/d/b/a	:	
WALLACETON HARDWOODS,	:	
Plaintiff	:	No. 03-872-CD
	:	
v.	:	
	:	
SPENCER VENEER,	:	
Defendant	:	

**MOTION FOR POST-TRIAL RELIEF OF**  
**DEFENDANT SPENCER VENEER**

Now comes Defendant Spencer Veneer, through its counsel, Mette, Evans & Woodside, P.C. and moves this Court for post-trial relief in the above-captioned matter pursuant to Rule 227.1 of the Pennsylvania Rules of Civil Procedure, in support of which it avers as follows:

1. Following a trial by jury on November 1 and 2, 2004, the jury in this case returned a verdict in favor of Plaintiff Shelly Reed, t/d/b/a Wallaceton Hardwoods (hereinafter "Wallaceton Hardwoods") and against Defendant Spencer Veneer in the amount of \$20,000.00.
2. The jury's verdict was a misapplication of law and was against the weight of the evidence, in that Wallaceton Hardwoods clearly failed to prove that its damages were caused by the alleged breach of contract on the part of Spencer Veneer.
3. The jury's verdict was a misapplication of law and was against the weight of the evidence in that there was no proof that Wallaceton Hardwoods and Spencer Veneer entered into a valid and enforceable contract, since Wallaceton Hardwoods insisted on a term of payment prior to delivery which was never agreed to by Spencer Veneer.

4. The jury's verdict was a misapplication of law and was against the weight of the evidence in that Spencer Veneer clearly proved that Wallaceton Hardwoods failed to fulfill its duty to mitigate damages.

5. The jury's verdict was a misapplication of law and was against the weight of the evidence in that Wallaceton Hardwoods failed to present adequate evidence of the measure of damages by failing to credit Spencer Veneer for the resale of the logs in question.

6. The jury's verdict was a misapplication of law and was against the weight of the evidence in that there was no signed writing evidencing the contract between the parties as required by 2 Pa. C.S. §2201.

7. The jury's verdict was a misapplication of law and is against the weight of the evidence in that the risk of loss for deterioration or destruction of goods does not pass to the buyer until delivery occurs. 13 Pa. C.S. §2509(a)(2) and 13 Pa. C.S. §2509(c).

8. The jury's verdict was a misapplication of law and is against the weight of the evidence in that tender of delivery by Wallaceton Hardwoods to Spencer Veneer never occurred. 13 Pa. C.S. §2507 and 13 Pa. C.S. §2503(c).

9. The jury's verdict was a misapplication of law and is against the weight of the evidence in that there was no evidence nor any other rational basis to support the jury's calculation and award of damages in the amount of \$20,000.00.

10. The Court erred as a matter of law in refusing Defendant Spencer Veneer's requested point for charge No. 19, which would have instructed the jury that the law requires that the terms of any agreement for the sale of goods where the amount of the sale is over \$500.00 must be set forth in writing and signed by the party against whom it is sought to be enforced -- in this case, Spencer Veneer. 13 Pa. C.S. §2201.

11. The Court erred as a matter of law in failing to grant Defendant Spencer Veneer's motion for non-suit during trial.

12. The Court erred as a matter of law in refusing Defendant Spencer Veneer's requested point for charge No. 20 which requested a directed verdict in favor of Spencer Veneer.

13. Defendant Spencer Veneer hereby requests that the entire record of the trial be transcribed in order to enable the Court to dispose of the motions stated herein.

WHEREFORE, Defendant Spencer Veneer respectfully requests this Court to enter an Order:

(a) directing the entry of judgment in favor of Defendant Spencer Veneer; or, in the alternative,

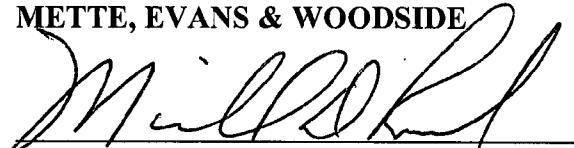
(b) modifying the jury's verdict to reflect a damage amount of \$0.00; or, in the alternative,

(c) ordering a new trial.

Respectfully submitted,

**METTE, EVANS & WOODSIDE**

BY:

  
Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

DATED: November 10, 2004

**CERTIFICATE OF SERVICE**

I certify that I am this day serving a copy of the foregoing document upon the persons and in the manner indicated below, which service satisfies the requirements of the Pennsylvania Rules of Civil Procedure, by depositing a copy of same in the United States Mail, Harrisburg, Pennsylvania, with first-class postage, prepaid, as follows:

Joseph Colavecchi, Esquire  
Colavecchi, Ryan & Colavecchi  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

METTE, EVANS & WOODSIDE

BY:

  
Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

DATED: November 10, 2004

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

SHELLY REED t/d/b/a :  
WALLACETON HARDWOODS, :  
Plaintiff :  
v. : NO. 03-872-CD  
SPENCER VENEER, :  
Defendant :  
:

## ORDER

AND NOW, this 16<sup>th</sup> day of November, 2004, upon consideration of the Defendant's Motion for Post-Trial Relief, it is the ORDER of this Court that hearing be held with regard to said Motion on the 9 day of December, 2004, beginning at 2:30 o'clock P.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

PAUL E. CHERRY,  
JUDGE

604  
FILED 4CC & Memo Re: Service  
03/27/04 to Atty Lee d  
NOV 16 2004

William A. Shaw  
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

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

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

MEMO: To all parties filing Petitions/Motions in Clearfield County:

Please make note of the following:

Rule 206(f) The party who has obtained the issuance of a Rule to Show Cause shall forthwith serve a true and correct copy of both the Court Order entering the Rule and specifying a return date, and the underlying Petition or Motion, upon every other party to the proceeding in the manner prescribed by the Pennsylvania Rules of Civil Procedure (see PA. R.C.P. 440) and upon the Court Administrator.

Rule 206(g) The party who has obtained the issuance of a Rule to Show Cause shall file with the Prothonotary, within seven (7) days of the issuance of the Rule, an Affidavit of Service indicating the time, place and manner of service. Failure to comply with this provision may constitute sufficient basis for the Court to deny the prayer of the Petition or Motion.

**\*\*\* Please note: This also includes service of scheduling orders obtained as the result of the filing of any pleading.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

SHELLY REED, t/d/b/a : CIVIL DIVISION  
WALLACETON HARDWOODS, :  
Plaintiff : No. 03-872-CD  
v. :  
AFFIDAVIT OF SERVICE  
: Filed on Behalf of:  
SPENCER VENEER, : Defendant, SPENCER VENEER  
Defendant : Counsel of Record for This Party:  
: MICHAEL D. REED, ESQUIRE  
: Sup. Ct. I.D. #35193  
: METTE, EVANS & WOODSIDE  
: 3401 North Front Street  
: P. O. Box 5950  
: Harrisburg, PA 17110-0950  
: (717) 232-5000

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NOV 19 2004  
M 15564

William A. Shaw  
Prothonotary/Clerk of Courts

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

SHELLY REED, t/d/b/a	:	
WALLACETON HARDWOODS,	:	
Plaintiff	:	No. 03-872-CD
	:	
v.	:	
	:	
SPENCER VENEER,	:	
Defendant	:	

AFFIDAVIT OF SERVICE

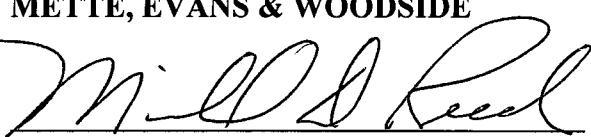
I, Michael D. Reed, attorney for Defendant, do hereby certify and affirm that I have served a copy of the Order dated November 16, 2004 (a copy is attached hereto) upon Plaintiff by regular mail on November 17, 2004 and a copy of Defendant's Motion for Post-Trial Relief dated November 10, 2004 upon Plaintiff by regular mail on November 10, 2004 at the address shown below:

Joseph Colavecchi, Esquire  
Colavecchi, Ryan & Colavecchi  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

Respectfully submitted,

**METTE, EVANS & WOODSIDE**

BY:

  
Michael D. Reed, Esquire  
Supreme Court I.D. #35193

3401 North Front Street  
P.O. Box 5950  
Harrisburg, PA 17110-0950

Attorneys for Defendant,  
Spencer Veneer

DATED: November 17, 2004

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

SHELLY REED t/d/b/a :  
WALLACETON HARDWOODS, :  
Plaintiff :  
V. : NO. 03-872-CD  
Defendant :  
SPENCER VENEER, :  
Defendant :

**ORDER**

AND NOW, this 16<sup>th</sup> day of November, 2004, upon consideration of the Defendant's Motion for Post-Trial Relief, it is the ORDER of this Court that hearing be held with regard to said Motion on the 9 day of December, 2004, beginning at 2:30 o'clock P.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

/s/ Paul E. Cherry

---

PAUL E. CHERRY,  
JUDGE

I hereby certify this to be a true  
and accurate copy of the original  
document in this case.

NOV 16 2004

Attest: *[Signature]*  
Paul E. Cherry  
Solicitor/  
Commonwealth Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,

Plaintiff

CIVIL DIVISION

No. 03 - 872 - CD

Vs.

SPENCER VENEER,

Defendant

**ANSWER TO MOTION FOR POST-  
TRIAL RELIEF**

Filed on Behalf of:

Plaintiff, SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS

Counsel of Record for This  
Party:

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

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

814/765-1566

**FILED**

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

NOV 23 2004  
o/ 3-2016 EGK  
William A. Shaw  
Prothonotary  
3 cent to Attn

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

SHELLY REED, t/d/b/a WALLACETON :  
HARDWOODS, : No. 03 - 872 - CD  
Plaintiff :  
:  
Vs. :  
:  
SPENCER VENEER, :  
Defendant :  
:

**ANSWER TO MOTION FOR  
POST-TRIAL RELIEF**

NOW COMES, Shelly Reed, t/d/b/a Wallaceton Hardwoods, who, through their attorney, Joseph Colavecchi, Esquire, files their Answer to the Motion for Post-trial Relief as filed by Spencer Veneer and respectfully avers as follows:

1. Admitted.
2. Denied. On the contrary, the jury's decision was fair and certainly was in accordance with the evidence presented to them.
3. Denied. Testimony was brought forth that the representative of Spencer Veneer entered into an agreement to buy the logs from Wallaceton Hardwoods.
4. Denied. Wallaceton Hardwoods testified that they took steps to mitigate the damages.
5. Denied. Wallaceton Hardwoods testified that they gave credit to Spencer Veneer for the damaged logs.

6. Denied. There was testimony that Spencer Veneer entered into an agreement to buy the logs from Wallaceton Hardwoods.

7. Denied. Testimony was brought forth that Spencer Veneer marked the logs they were purchasing which clearly became their property subject to payment for the logs.

8. Denied. Testimony was brought forth that there was a tender of delivery.

9. Denied. The verdict speaks for itself.

10. Denied. There was an obvious agreement between the parties. The logs were selected by Spencer Veneer and marked by them and put in line for Spencer Veneer to have them delivered to their place of operation.

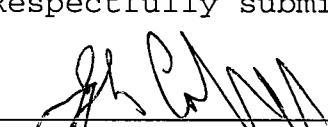
11. Denied. There were issues on both sides to be decided by the jury.

12. Denied for the reasons as set out above.

13. Denied. Spencer Veneer has the right to request a transcript of the record of trial and utilize it for purposes of an appeal.

WHEREFORE, Shelly Reed, t/d/b/a Wallaceton Hardwoods, asks that the Post-trial Motion of Spencer Veneer be dismissed and that the jury verdict be affirmed.

Respectfully submitted,

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 03 - 872 - CD

SHELLY REED, t/d/b/a WALLACETON  
HARDWOODS,  
Plaintiff

vs.

SPENCER VENEER,  
Defendant

ANSWER TO MOTION FOR  
POST-TRIAL RELIEF

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

FILED

NOV 23 2004

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,

Plaintiff

CIVIL DIVISION

No. 03 - 872 - CD

Vs.

SPENCER VENEER,

Defendant

**RESCHEDULING ORDER**

Filed on Behalf of:

Plaintiff, SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS

Counsel of Record for This  
Party:

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

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

814/765-1566

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

EGY FILED 3CC  
09-48301 Atty  
NOV 29 2004 J. Colavecchi

William A. Shaw  
Prothonotary/Clerk of Courts

—Lap over margin—

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 03 - 872 - CD

SHELLY REED, t/d/b/a WALLACETON  
HARDWOODS,  
Plaintiff

vs.

SPENCER VENEER,  
Defendant

RESCHEDULING ORDER

**FILED**

NOV 29 2004

William A. Shaw  
Prothonotary/Clerk of Courts

**RYAN & COLAVECCHI**

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

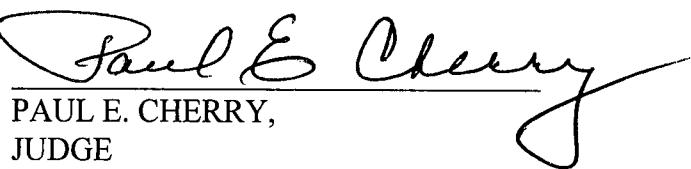
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

SHELLY REED t/d/b/a : NO. 03-872-CD  
WALLACETON HARDWOODS :  
V. :  
: :  
SPENCER VENEER : :

**ORDER**

AND NOW, this 13<sup>th</sup> day of February, 2007, following Argument on Motion for Post-Trial Relief and upon consideration of same, it is the ORDER of this Court that the Motion for Post-Trial Relief shall be and is hereby DENIED and the Jury Verdict shall be and is hereby AFFIRMED.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

FEB 14 2007

079-30/w

William A. Shaw  
Prothonotary/Clerk of Courts

CERT. TO J. COLAVELLO

✓  
M. REED.

JURY SELECTION

DATE: AUGUST 26, 2004

JUDGE: CHERRY

CASE#: 03-872-CD

mon. / Tues.

Dates: Nov. 1 &amp; 2, 2004

REED t/d/b/a WALLACETON HARDWOODS -vs-		SPENCER VENEER
1. <u>1</u> SHIRLEY HARDY		EXCUSED Per Judge Cherry DUBOIS
2. TERESA MOORE		MORRISDALE
3. <u>2</u> STEVEN SHAFFER		DUBOIS
4. <u>3</u> WANDA MC GLYNN		HOUTZDALE
5. <u>4</u> GARY KURTZ		ROCKTON
6. RANOLD STRAW		IRVONA
7. ROBERT ELENSKY		OLANTA
8. HOWARD CONKLIN		OSCEOLA MILLS
9. <u>5</u> CAROLYN WAYNE		DUBOIS
10. TERRY SHUBERT		CLEARFIELD EXCUSED - Barbara Nagy 6
11. <u>6</u> <u>7</u> LOWELL WILLIAMS		RAMEY
12. <u>8</u> SHARON STOLTZ		DUBOIS
13. <u>9</u> BERNARD KNARR		DUBOIS
14. EARL ERANTZ		DUBOIS EXCUSED - Jani Harpster 10
15. <u>10</u> CAROL FAHY	11	DUBOIS
16. THOMAS JASPER		COALPORT EXCUSED - Mary Kay Davis 15
17. <u>11</u> DIANE WESESKY	A1	PHILIPSBURG
18. <u>12</u> RONNI MURPHY	A2	WINBURN
19. THOMAS RUBRITZ		DUBOIS
20. MABEL BROWN		HOUTZDALE
21. TODD SWATSWORTH		CLEARFIELD
22. HARRY HILL		CLEARFIELD
23. BARBARA NAGY		CLEARFIELD
24. <u>23</u> JANI MARXEXTER HARPSTER		COALPORT
25. <u>24</u> MARY KAY DAVIS		COALPORT
26. CARRIE WETZEL		CURWENSVILLE
27. KELLY SWEARER		DUBOIS
28. LONNY HUBLER		MORRISDALE
29. STACEY TAPPER		ROCKTON
30. CARL HEILBRUN		GRAMPIAN
31.		
32.		
33.		Defendant - #1 - ConKlin (8)
34.		Defendant - #2 - Moore (2)
35.		Defendant #3 - Straw (6)
36.		Defendant #4 - Nagy 1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS,  
Plaintiff

CIVIL DIVISION

No. 2003 - 00872 - CD

Vs.

PRAECIPE FOR JUDGMENT

SPENCER VENEER,  
Defendant

Filed on Behalf of:

Plaintiff, SHELLY REED, t/d/b/a  
WALLACETON HARDWOODS

Counsel of Record for This  
Party:

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

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

814/765-1566

FILED

*Ex*  
MAR 12 2001

0112001

William A. Shaw  
Prothonotary/Clerk of Courts

NO CERT.

NOTICE TO DEF.

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, :  
Plaintiff : No. 2003 - 00872 - CD  
VS. :  
: :  
SPENCER VENEER, :  
Defendant :  
:

PRAECIPE FOR JUDGMENT

TO: WILLIAM SHAW, PROTHONOTARY

Please enter Judgment on the Verdict entered on November 2, 2004 in favor of the Plaintiff, Shelly Reed, t/d/b/a Wallaceton Hardwoods, against Defendant, Spencer Veneer, as follows:

1. Amount of Verdict: \$ 20,000.00

2. Interest from 11/02/04  
to 03/07/07: 2,804.38

TOTAL AMOUNT OF JUDGMENT: \$ 22,804.38

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

3/1/07  
DATE

AFFIDAVIT

JOSEPH COLAVECCHI, ESQUIRE, being duly sworn according to law, deposes and states as follows:

The last known address of judgment creditor is Shelly Reed, t/d/b/a Wallaceton Hardwoods, P.O. Box 36, Wallaceton, Pennsylvania, 16876.

The last known address of judgment debtor is 270 Industrial Park Road, Spencer, West Virginia, 25276.

  
JOSEPH COLAVECCHI, ESQUIRE

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

SHELLY REED, t/d/b/a :  
WALLACETON HARDWOODS, :  
Plaintiff : No. 2003 - 00872 - CD  
VS. :  
: :  
SPENCER VENEER, :  
Defendant :  
:

NOTICE OF FILING JUDGMENT

(X) Notice is hereby given that a Judgment in the above-captioned matter has been entered against you in the amount of \$22,804.38 on March 12, 2007.

( ) A copy of all documents filed with the Prothonotary in support of the within Judgment is/are enclosed.

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield Co., Clearfield, PA

PROTHONOTARY

BY:

If you have any questions regarding this Notice, please contact the filing party:

NAME: JOSEPH COLAVECCHI, ESQUIRE  
ADDRESS: 221 East Market Street  
Clearfield, PA 16830

TELEPHONE NUMBER: 814-765-1566

(This Notice is given in accordance with PA R.C.P. 236)

Notice sent to:

Name: Spencer Veneer  
Address: 270 Industrial Park Road  
Spencer, West Virginia 25276

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

SHELLY REED T/D/B/A WALLACETON  
HARDWOODS

\*  
\*  
\*  
\*

Plaintiff

\* No. 03-872 -CD  
\*

vs.

SPENCER VENEER, A SUBSIDIARY OF  
GENERAL WOODS & VENEERS,

\*  
\* TYPE OF CASE:  
\*  
\* Civil Action - law  
\*

Defendant

\*  
\*  
\*  
\* TYPE OF PLEADING:  
\* Stipulation Against Liens  
\*  
\*  
\* FILED ON BEHALF OF:  
\* Plaintiff  
\*  
\* FILED BY:  
\* Shelly Reed t/d/b/a Wallaceton  
\* Hardwoods, Plaintiff  
\*

FILED 2cc & 2 Cert. of  
of 1:37-04 APR 14 2008 Sat. to Atty Thompson

William A. Shaw  
Prothonotary/Clerk of Courts Atty pd. 7.00

(GP)

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

SHELLY REED T/D/B/A WALLACETON \*  
HARDWOODS \* NO. 03-872-CD  
Plaintiff \*  
\*  
\* vs. \*  
\*  
SPENCER VENEER, A SUBSIDARY OF \*  
GENERAL WOODS & VENEERS, LETC., \*  
\*  
Defendant \*  
\*

**SATISFACTION OF JUDGMENT**

TO THE PROTHONOTARY:

AND NOW, this 9 day of April, 2008, Plaintiff hereby acknowledges payment satisfaction in full of debt, interest and costs on the within stated Judgment, and authorize and direct the Prothonotary to mark the same satisfied on the record upon payment of his fee.



Plaintiff

DATED:

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

No.: 2003-00872-CD

Shelly Reed  
Wallaceton Hardwoods

Debt: \$22,804.38

Vs.

Atty's Comm.:

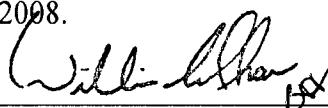
Spencer Veneer

Interest From:

Cost: \$7.00

NOW, Monday, April 14, 2008, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 14th day of April, A.D. 2008.

  
\_\_\_\_\_  
Prothonotary