

03-1295-CD
GRAMPYAN HARDWARE, INC. vs. RONALD ALLEN, et al

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

GRAMPIAN HARDWARE, INC.
Plaintiff

VS

RONALD ALLEN and CHERYL ALLEN,
his wife,

Defendants

NO.: 03-1295-CD

JURY TRIAL DEMANDED

N O T I C E

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 claim 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
Court of Common Pleas of Clearfield County
Clearfield County Courthouse
Clearfield, Pennsylvania 16830
Telephone (814) 765-2641

By: Stan M Best

Grampian Hardware, Inc.
Post Office Box 124,
Grampian, Pennsylvania 16838
Telephone: 814-236-2670

FILED

SEP 02 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

GRAMPIAN HARDWARE, INC.
Plaintiff

VS

RONALD ALLEN and CHERYL ALLEN,
his wife,

Defendants

NO.:

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES THE PLAINTIFF, GRAMPIAN HARDWARE, INC., upon
a cause of action of which the following is a statement:

1. The Plaintiff, Grampian Hardware, Inc., is a
Pennsylvania corporation with its corporate address at
Post Office Box 124, Grampian, Clearfield County,
Pennsylvania.

2. The Defendants, Ronald Allen and Cheryl Allen, his
wife, are adult individuals with their mailing address at
RR2, Box 387, Woodland, Clearfield County, Pennsylvania.

COUNT I

3. Plaintiff incorporates by reference as though fully
set forth herein, Paragraphs 1 through 2 of Plaintiff's
Complaint.

4. On May 28, 2002, Defendant(s), and each of them,
purchased one washer and dryer, for the sum of Seven Hundred
Forty-Two (\$742.00) Dollars, from Grampian Hardware, Inc.

A copy of the Sales Invoice for the aforesaid purchase is attached hereto, marked Exhibit "A," and made a part hereof.

5. On June 6, 2002, Defendant(s), and each of them, purchased one color television, for the sum of One Thousand Four Hundred Seventy-Two Dollars and Thirty Cents (\$1,472.30), Grampian Hardware, Inc. A copy of the Sales Invoice for the aforesaid purchase is attached hereto, marked Exhibit "B," and made a part hereof.

6. On July 25, 2002, Defendant(s), and each of them, purchased on refrigerator, for the sum of Two Thousand Six Hundred Seven Dollars and Fifty-Nine Cents (\$2,607.59) from Grampian Hardware, Inc. A copy of the Sales Invoice for the aforesaid purchase is attached hereto, marked Exhibit "C," and made a part hereof.

7. Defendants made one payment toward the aforesaid purchases on May 28, 2002 in the amount of Fifty (\$50.00) Dollars, one payment on June 6, 2002 in the amount of Three Hundred (\$300.00) Dollars and one payment on November 4, 2002 in the amount of One Hundred (\$100.00) Dollars.

8. As stipulated on Plaintiff's invoice, interest was charged at the rate of 1.5% per month and the total interest due and owing is Four Hundred Ninety-One Dollars and Forty-Eight Cents (\$491.48).

9. Defendant(s), and each of them, owe Plaintiff the total sum of Four Thousand Eight Hundred Sixty-Three Dollars and Thirty-Seven Cents (\$4,863.3

WHEREFORE, Plaintiff respectfully requests this Honorable Court award judgment in its favor, and against Defendant's, and each of them, in the amount of Four Thousand Eight Hundred Sixty-Three Dollars and Thirty-Seven Cents (\$4,863.37, costs of suit.

COUNT II

10. Plaintiff incorporates by reference as though fully set forth herein, Paragraphs 1 through 9 of Plaintiff's Complaint.

11. Because Defendants did not have the required down payment when it purchased merchandise from Grampian Hardware, Inc., they offered to transfer one used trailer for a credit of Nine Hundred (\$900.00) Dollars. A credit for said trailer was given to Defendants on Exhibit "C."

12. Plaintiff took possession of the trailer.

13. After Plaintiff had possession of the trailer, it learned that Defendants left some personal property inside and Plaintiff locked the trailer to protect Defendant's property.

14. After Plaintiff had possession of the trailer, it learned that Defendants did not have title to the trailer and if they did have title, they failed to transfer same to Plaintiff.

15. Plaintiff was advised by other persons that Defendants were in possession of the trailer illegally.

16. Plaintiff cannot obtain title to the trailer or use the trailer and Plaintiff advised Defendants to remove the trailer from its property but Defendants have failed and refused to do so.

17. Plaintiff advised Defendants that it would charge them \$8.00 per day storage but Defendants continually reassured Plaintiff that they could produce a title to the trailer.

18. Plaintiff is due Two Thousand Nine Hundred Twenty (\$2,920.00) Dollars for 365 days at Eight (\$8.00) Dollars per day for storage costs.

WHEREFORE, Plaintiff respectfully requests this Honorable Court award judgment in its favor, and against Defendant's, and each of them, in the amount of Two Thousand Nine-Hundred Twenty (\$2,920.00) Dollars, plus costs of suit.

COUNT III

19. Plaintiff incorporates by reference as though fully set forth herein, Paragraphs 1 through 18 of Plaintiff's Complaint.

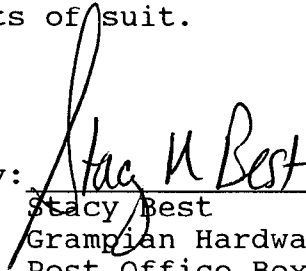
20. Defendant(s), and each of them, knew or should have known when they released the trailer to Plaintiff that it was not their property and that Plaintiff could never obtain a title to the trailer so that it could be used on the highway.

21. Defendant(s) intentionally, willfully and maliciously turned over stolen property in order to obtain new merchandise from Plaintiff.

WHEREFORE, Plaintiff respectfully requests this Honorable Court (i) award judgment in its favor, and against Defendants, in the amount of Two Thousand Nine Hundred Twenty (\$2,920.00) Dollars and (ii) issue an Order to Defendant to remove the trailer the Grampian Hardware, Inc. property within thirty (30) days.

WHEREFORE, Plaintiff respectfully requests this Honorable Court award judgment in its favor, and against Defendant's, and each of them, in the amount of Seven Thousand Seven Hundred Eight-Three Dollars and Thirty-Seven Cents (\$7,783.37), plus costs of suit.

By:



Stacy Best
Grampian Hardware, Inc.
Post Office Box 124,
Grampian, Pennsylvania 16838
Telephone: 814-236-2670

#2 800287
 Holland, PA 16161

**FAST
 SERVICE**

GRAMPIAN HARDWARE, INC.

TV & Appliances

Main Street P.O. Box 124

GRAMPIAN, PENNSYLVANIA 16838

(814) 236-2670 800-834-1615

13 1/2% Service charge after 30 days. Minimum charge \$2.00

CUSTOMER'S ORDER NO.

Ronny Allen

PHONE

857-5364

DATE

5/28/02
 5/18/02

NAME

Cheeryl L. Allen

ADDRESS

RR#2 Box 167/187
 Frenchville, Pa.

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.	PAID OUT
QTY.	DESCRIPTION				PRICE	AMOUNT
1	Frig Wash & Dry FLEX52				700.00	700.00
					42.00	42.00
					742.00	742.00
	Credit	CASH			- 50.00	50.00
		Bal.			692.00	692.00
2	INSTALL: 32 hrs. parts					
<div>Wholesale cost for washer & dryer both 600.00</div>						
RECEIVED BY					TAX	
					TOTAL	

PRODUCT KEY

All items and related goods must be accompanied by this bill

11031



To Order Call
 1-800-225-0000

THANK YOU

PLAINTIFF'S
 EXHIBIT

"A"

GRAMPIAN HARDWARE, INC.

TV & Appliances

Main Street P.O. Box 134

GRAMPIAN, PENNSYLVANIA 16838

(814) 236-2670 800-834-1615

1 1/2% Service charge after 30 days. Minimum charge \$2.00

FAST SERVICE

MEMBER'S ORDER NO.

PHONE

DATE

857-5364

7-25-12

Rod + Cheryl Allen

RR 2 Box 167

Franchville

PAID BY CASH C.O.D. CHARGE ON ACCT. MDSE. RET'D. PAID OUT

TY. DESCRIPTION PRICE AMOUNT

1 GE SxS Antenna
PSC23SGMB BS 2459 99

7.9x 14760

2607 59

per John Traylor -900.00

1707 59

Wholesale
cost
2340.00

TAX

TOTAL

PRODUCT #168

All claims and returned goods must be accompanied by the bill

11334

ME

To Place Call 1-800-225-8330

THANK YOU

PLAINTIFF'S
EXHIBIT

"C"

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

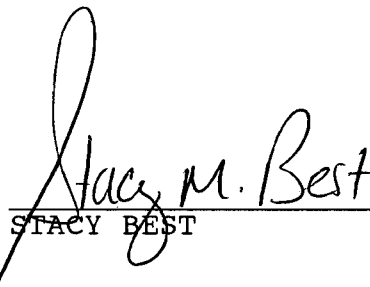
SS:

I, STACY BEST, Account Manager for Grampian Hardware, Inc., 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 my knowledge, information, and belief.

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


NOTARY PUBLIC

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


STACY BEST

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

GRAMPIAN HARDWARE, INC.
Plaintiff

VS

RONALD ALLEN and CHERYL ALLEN,
his wife,

Defendants

NO.:

JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

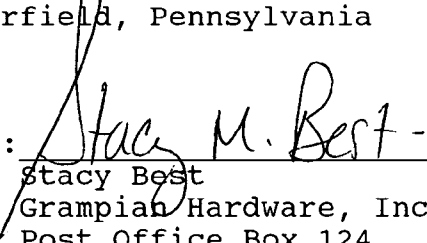
I, STACY BEST, hereby certify that a true and correct copy of the foregoing **COMPLAINT** was deposited in the United States mail, postage prepaid, on September 3, 2003, addressed to the following:

Ronald Allen and Cheryl Allen
RR2, Box 387
Woodland, Pennsylvania 16881

Ronald Allen and Cheryl Allen
RR2, Box 167
Frenchville, Pennsylvania 16881

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

By:


Stacy Best
Grampian Hardware, Inc.
Post Office Box 124,
Grampian, Pennsylvania 16838
Telephone: 814-236-2670

William A. Shaw
Postmaster, Clerk of Court

FILED
SEP 02 2003
PM 8:50

In The Court of Common Pleas of Clearfield County, Pennsylvania

GRAMPIAN HARDWARE, INC.

VS.

ALLEN, RONALD and CHERYL

COMPLAINT

Sheriff Docket #

14530

03-1295-CD

SHERIFF RETURNS

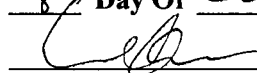
NOW SEPTEMBER 12, 2003 AT 11:21 AM SERVED THE WITHIN COMPLAINT ON CHERYL ALLEN, DEENDANT AT RESIDENCE, RR#2 BOX 176, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHERYL ALLEN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: MCCLEARY/NEVLING.

Return Costs


Cost	Description
38.49	SHERIFF HAWKINS PAID BY: PLFF CK# 11502
20.00	SURCHARGE PAID BY: PLFF CK# 11503

Sworn to Before Me This

8 Day Of Oct. 2003


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

So Answers,


Chester A. Hawkins
Sheriff

FILED

OCT 08 2003
6/31/06

William A. Shaw
Prothonotary/Clerk of Courts

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CIVIL ACTION - LAW

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Plaintiff

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Defendants

NO.: 03-1295-0

JURY TRIAL DEMANDED

N O T I C E

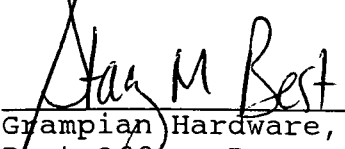
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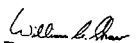
By:


Grampian Hardware, Inc.
Post Office Box 124,
Grampian, Pennsylvania 16838
Telephone: 814-236-2670

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

SEP 02 2003

Attest.


Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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GRAMPIAN HARDWARE, INC.
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WHEREFORE, Plaintiff respectfully requests this Honorable Court award judgment in its favor, and against Defendant's, and each of them, in the amount of Four Thousand Eight Hundred Sixty-Three Dollars and Thirty-Seven Cents (\$4,863.37, costs of suit.

COUNT II

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20. Defendant(s), and each of them, knew or should have known when they released the trailer to Plaintiff that it was not their property and that Plaintiff could never obtain a title to the trailer so that it could be used on the highway.

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By: 

Stacy Best
Grampian Hardware, Inc.
Post Office Box 124,
Grampian, Pennsylvania 16838
Telephone: 814-236-2670

#2 Box 187
Frenchville, PA 16838

FAST SERVICE

GRAMPIAN HARDWARE, INC.

TV & Appliances
Main Street P.O. Box 124
GRAMPIAN, PENNSYLVANIA 16838
(814) 238-2670 800-834-1615

15% Service charge after 30 days. Minimum charge \$2.00

CUSTOMER'S ORDER NO.

PHONE

DATE

522-4920 Ronny Allen

857-5364

5/28/02

NAME

Cheery L. Allen

ADDRESS

RR#2 BOX 167/187
Frenchville, PA

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.	PAID OUT
QTY.	DESCRIPTION	PRICE	AMOUNT			
1	Frig Work + Day		700.00			
	FLEX 52		42.00			
			742.00			
	Credit	Cash	-50.00			
		Bal.	692.00			
2	INSTALL: 32 hrs auto					
				TAX		
				TOTAL		

Wholesale
Cost for
both washer + dryer
600.00

PRODUCT LINE

All claims and returned goods must be accompanied by this bill

11031

1-800-825-0000

THANK YOU



6-02

1864.3

FAST SERVICE

GRAND IMPERIAN HARDWARE, INC.

TV & Appliances

Main Street P.O. Box 124

IMPERIAN, PENNSYLVANIA 16838

AL 236-2670 800-534-1615

1 1/2% Service charge after 30 days. Minimum charge \$2.00

CUSTOMER'S ORDER NO.

PHONE

857-5364

DATE 6-6-02

NAME

Cheryl Allen

ADDRESS

Rt 2 Bx 387
Woodland Pa

SOLD BY

CASH

C.O.D.

CHARGE

ON ACCT.

MOSE. RET'D.

PAID OUT

QTY

DESCR

PTION

PRICE

AMOUNT

RCA 36

Console TV

1499⁹⁹

1389

G3675

5

TAX

83

1472

less credit

- cash

- 300.00

1172.3

Wholesale
cost
1289.00

RECEIVED BY

TAX

TOTAL

A11113

THANK

PLAINTIFF'S
EXHIBIT

FAST SERVICE

GRAMPIAN HARDWARE, INC.

TV & Appliances

Main Street P.O. Box 24

GRAMPIAN, PENNSYLVANIA 16838

(814) 236-2670 800-834-1615

1.5% Service charge after 30 days. Minimum charge \$2.00

MEMBER'S ORDER NO.

PHONE

DATE

857-5364

7-25-82

Rod & Cheryl Allen

RR 2 Box 167

Franchville

D.B.Y.	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET'D.	PAID OUT	
TY.	DESCRIPTION					PR	CE AMOUNT
1	GE S&S Antenna						
	PSC23SGMB BS						2459 99
						Tax	147 60
							2607 59
	per John Trauer						900.00
							1707 59

Wholesale
cost
2340.00

PRODUCT #11334

11334

All claims and returned goods must be accompanied by the bill

To Please Call
1-800-221-8300

THANK YOU

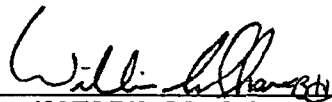


COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

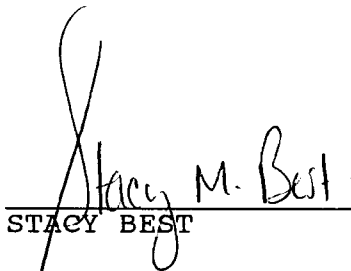
SS:

I, STACY BEST, Account Manager for Grampian Hardware, Inc., 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 my knowledge, information, and belief.

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



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


STACY BEST

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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GRAMPIAN HARDWARE, INC.
Plaintiff

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his wife,

Defendants

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CERTIFICATE OF SERVICE

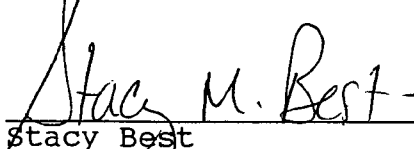
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Woodland, Pennsylvania 16881

Ronald Allen and Cheryl Allen
RR2, Box 167
Frenchville, Pennsylvania 16881

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

By:


Stacy Best
Grampian Hardware, Inc.
Post Office Box 124,
Grampian, Pennsylvania 16838
Telephone: 814-236-2670

Notice of Proposed Termination of Court Case

November 5, 2007


RE: 2003-01295-CD

Grampian Hardware, Inc.

Vs.

Ronald Allen

Cheryl Allen

FILED
NOV 05 2007
 William A. Shaw
Prothonotary/Clerk of Courts

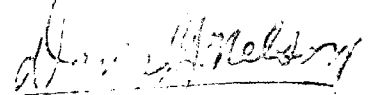
Dear Grampian Hardware:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



Daniel J. Nelson
Court Administrator

Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01295-CD

Grampian Hardware, Inc.

Vs.

Ronald Allen
Cheryl Allen

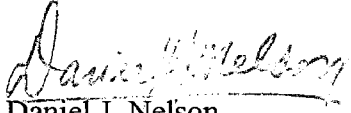
Dear Ronald Allen:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

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Daniel J. Nelson
Court Administrator

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November 5, 2007

RE: 2003-01295-CD

Grampian Hardware, Inc.

Vs.

Ronald Allen
Cheryl Allen

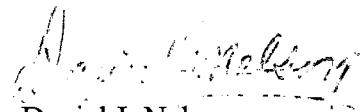
Dear Cheryl Allen:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 4, 2008**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



Daniel J. Nelson
Court Administrator

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

03-1295-CD

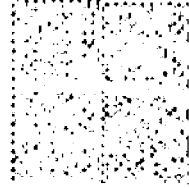
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William A. Shaw
Prothonotary/Clerk of Courts

Ronald Allen
Cheryl Allen
RR 2 Box 387
Woodland,

252

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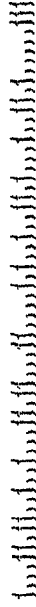
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Notice of Proposed Termination of Court Case

November 5, 2007

RE: 2003-01295-CD

Grampian Hardware, Inc.

Vs.

Ronald Allen
Cheryl Allen

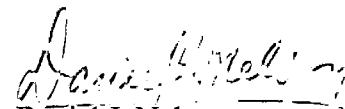
Dear Ronald Allen:

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By the Court,



Daniel J. Nelson
Court Administrator

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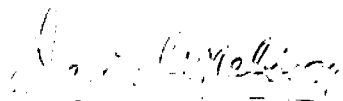
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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



Daniel J. Nelson
Court Administrator

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

GRAMPIAN HARDWARE

Plaintiff

vs.

RONALD ALLEN and CHERYL ALLEN

Defendants

*

*

*

*

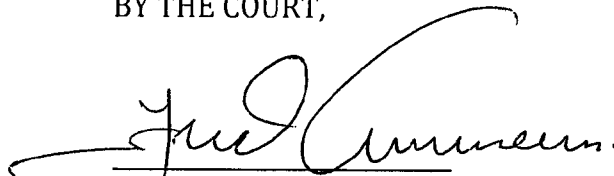
*

NO. 2003-1295-CD

ORDER

NOW, this 28th day of February, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since October 8, 2008, and that a Notice of Proposed Termination of Court Case had been mailed to the parties November 5, 2007 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

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No CC.
01/8/30LM
2013
William A. Shaw
Prothonotary/Clerk of Courts