


03-1699-CD
GARY T. BOGLE vs. KENNETH SNEDDEN, et al.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION


C.Y.

Gary T. Bogle

Vs.

No. 2003-01699-CD

Kenneth Snedden
Kenneth Snedden Contracting
Marty Hrin
Hrin Masonry

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 23, 2006, marked:

Settled, Discontinued and Ended with Prejudice

Costs in the sum of \$85.00 have been paid by Toni Cherry, Esq. Costs in the sum of \$20.00 have been paid by Joseph P. Green, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of May A.D. 2006.



William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING,

Defendant

: No. 03 - 1699 C.D.

:

: Type of Case: CIVIL

:

: Type of Pleading: COMPLAINT

:

: Filed on Behalf of: GARY T. BOGLE,

: Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P.O. Box 505

: One North Franklin Street

: DuBois, PA 15801

:

: (814) 371-5800

FILED

NOV 14 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - _____ C.D.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING,

Defendant

NOTICE

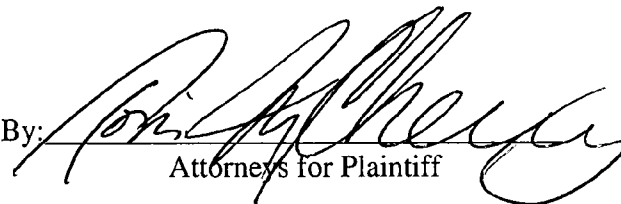
You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Notice and Complaint are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses 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 claims 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, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 (Ext. 88 - 89)

GLEASON, CHERRY AND CHERRY, L.L.P.

By:



Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, Individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

Defendant

:
:
:
:
:
:
:
:
:
:

No. 03 - _____ C.D.

COMPLAINT

AND NOW, comes the Plaintiff, GARY T. BOGLE, by and through his Attorneys,
GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint upon a cause of action
whereof the following is a statement:

1. Plaintiff, GARY T. BOGLE, is an adult individual who resides at R. D. #3,
Box 138A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, KENNETH SNEDDEN, is an adult individual trading and doing
business as KENNETH SNEDDEN CONTRACTING, with a place of business located at 614
Chestnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. That in June of 2002, Defendant gave Plaintiff a proposal to perform certain labor
and to provide materials to construct a new garage on Plaintiff's premises with all work
requested by Plaintiff and to be completed by Defendant at a cost of \$17,258.00. A true and
correct copy of the proposal issued by Defendant and accepted by Plaintiff is attached hereto
and made a part hereof as Exhibit "A".

4. That pursuant to the terms of said proposal, Defendant did enter upon the premises of Plaintiff to commence performance of the contract in June of 2002.

5. That Plaintiff has fulfilled all the provisions of the agreement on his part to be performed and has paid the Defendant in accordance with the terms of the agreement reached by the parties.

6. That Defendant has not fulfilled the provisions of the agreement on his part to be performed.

7. Defendant has performed in a poor, improper, and unworkmanlike manner certain things which were expressly or by necessary implication required by the agreement to be done and performed in a proper and workmanlike manner, as follows:

(a) The concrete in the driveway and the sidewalk/pad is not the specified thickness;

(b) The driveway has several bullfloat lines in it and cracks;

(c) The concrete poured by the garage door falls back toward the garage door, rather than away from the door, causing water and ice to flow back into the garage;

(d) The sidewalk that butts up the driveway does not have expansion joints between it and the driveway which has caused cracking and chipping;

(e) The driveway does not have an expansion joint between it and the garage floor allowing it to crack and chip;

(f) There are areas on the side of the foundation where there is no mortar between the blocks and in other areas where the block was not pointed;

(g) There is no drain installed in the floor of the garage as requested and required by the proposal;

(h) The floor of the garage is uneven and is not the same height as the old existing floor;

(i) The joists in the ceiling of the garage are too short and have not been properly fastened to the main beam;

(j) Siding that Defendant took off the front of the house was not crimped properly and not properly installed;

(k) The windows in the garage do not match the windows in the house as was promised and the ledges do not slant away from the house, causing water to lay on the sills when it rains;

(l) The roof line is sagging; and

(m) The shingles are not properly installed;

(n) The front storm door was improperly installed and would not latch.

Defendant came to inspect it after Plaintiff complained and pronounced it to be broken but refused to install a new door. The estimate for a new door plus installation is \$391.80, a copy of which is attached hereto and made a part hereof as Exhibit "B".

8. Defendant has wholly neglected to do and perform certain things which were expressly or by necessary implication required to be done and performed by the agreement as follows:

(a) Putting up seven outside lights;

(b) Garage door opening, right end bearing for e-z set torsion assembly;

(c) Taking down and putting up new paneling;
(d) Putting molding up under the inside of the front door;
(e) Purchasing molding for front door, door in garage and windows in garage;
(f) Redoing the cement at the edge of the driveway that his trucks or the trucks of his agents broke;

9. Defendant has failed and refused, and still refuses, to cure the aforesaid breaches, despite Plaintiff's repeated demand.

10. That Plaintiff has sought estimates to remedy the aforesaid breaches and has been quoted the total sum of \$13,456.50, copies of which are attached hereto and made a part hereof as Exhibit "C" and "D", respectively.

11. In addition, Plaintiff was required to perform work and to purchase materials for which he had already contracted and paid Defendant. In particular, Plaintiff demands reimbursement for the following:

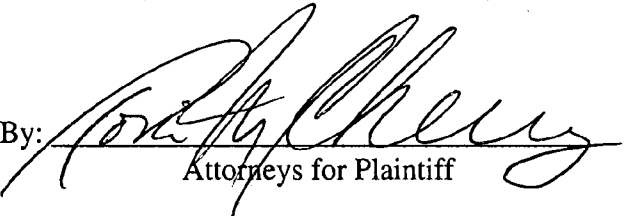
(a) Putting up seven (7) outside lights	\$ 124.43
(b) Garage door RH end bearing for E-Z set torsion assembly that was broken	50.00
(c) Taking down the warped paneling and re-installing new paneling	1,302.03
(d) Putting up molding under the inside of the front door	15.00
(e) Buying all molding for front door, door in garage and windows in garage	<u>42.00</u>
TOTAL	\$ 1,533.46

12. That Defendant has kept all of the original receipts for the front storm door, the front door, the back man-door in the garage and the main garage door, together with the receipt for the vinyl siding and scallops and has refused to deliver the same to Plaintiff even though Defendant knows that Plaintiff must have those receipt for his warranties on those products to be valid.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount not in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), together with costs and interest and demands an Order requiring the return of all original receipts for the products supplied.

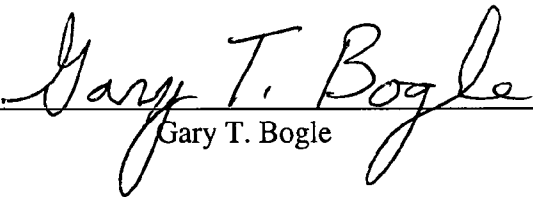
Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By: 
Attorneys for Plaintiff

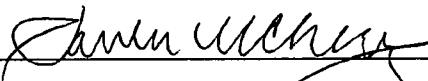
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State
aforesaid, GARY T. BOGLE, who, being duly sworn according to law, deposes and says that
the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge,
information and belief.



Gary T. Bogle

Sworn to and subscribed before me this 17th day of October, 2003.



NOTARIAL SEAL
PAULA M. CHERRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPTEMBER 16, 2005



KENNETH SNEDDEN CONTRACTING

614 CHESTNUT AVENUE
DuBOIS, PA 15801

(814) 375-0824
(814) 590-7693

Ken Snedden, Owner

Residential & Commercial

To: Gary Bogle

Attention: _____

Address: _____

Order No: _____

City: _____

Phone: _____

Req No.	For	Date Required	Date
---------	-----	---------------	------

Quantity	Material List	Price per unit	Total
Soffit & Fascia	Cover all over hangs using a triple four Center vent vinyl soffit panel. Fascia to be aluminum. Vent holes to be drilled into over hangs, where necessary.	\$ 1,085.00	12 1085
Gutter	Remove front section of gutter, move to the back. Provide & install 1-35' piece of seamless gutter. Includes all downspouts	\$ 123.00	4571.20 3054.20 4333.20 4215.00 17258.00

KENNETH SNEDDEN CONTRACTING

614 CHESTNUT AVENUE

DuBOIS, PA 15801

(814) 375-0824

(814) 590-7693

Ken Snedden, Owner

Residential & Commercial

To: Gary Boyle

Attention: _____

Address: _____

Order No: _____

City: _____

Phone: _____

Req No.	For	Date Required	Date
---------	-----	---------------	------

Quantity	Material List	Price per unit	Total
Addition	Re-install (2) windows		
	Install (1) steel beam in		
	center of garage.		
	All new construction will be		
	insulated and drywalled (1/2 inch)		
	Drywall to be finished smooth.		
	At this time there is no		
	allowance for painting drywall.		
	Paneling is optional.		
	There is a \$50.00 allowance		
	for wiring.		
	Total	\$ 4571 ⁰⁰	

KENNETH SNEDDEN CONTRACTING

614 CHESTNUT AVENUE
DuBOIS, PA 15801

(814) 375-0824
(814) 590-7693

Ken Snedden, Owner

Residential & Commercial

To: Gary Bogle

Attention: _____

Address: _____

Order No: _____

City: _____

Phone: _____

Req No.	For	Date Required	Date
---------	-----	---------------	------

Quantity	Material List	Price per unit	Total
Addition	Labor for removal of		
	gable end wall and overhang		
	on garage section.		
	The relocation of overhead		
	garage door.		
	Installation of new garage		
	door and opener.		
	Installation of new man		
	door on backside of garage		
	Install 2x4 walls on		
	front & back of garage.		
	2x6 wall on gable end.		
	Install trusses, build over-		
	hang, sheet roof with 5/8 OSB		
	Sheet exterior walls - 7/16 OSB		

KENNETH SNEDDEN CONTRACTING

614 CHESTNUT AVENUE

DuBOIS, PA 15801

(814) 375-0824

(814) 590-7693

Ken Snedden, Owner

Residential & Commercial

To: Gary Bogle

Attention: _____

Address: _____

Order No: _____

City: _____

Phone: _____

Req No.	For	Date Required	Date
---------	-----	---------------	------

Quantity	Material List	Price per unit	Total
Siding	Side house and new addition using Lake Forest Vinyl Siding Price includes: 1/2 inch foam wrap insulation, remove and re-install all lights and receptacles, using matching vinyl J-blocks.		
	Includes vinyl accent panels on two gable ends.	\$4,215 ⁰⁰	
Siding	Using Meadow Brook Siding on entire house and garage, including gable ends (no accent panels)	- 400 NO ACCENT panels \$3,815 ⁰⁰	
	Cost with Accent panels	\$3,150 ⁰⁰	—

Cost with Accent panels \$3,749⁰⁰

DuBOIS, PA 15801

Ken Snedden, Owner

Attention: _____

Order No: _____

Phone: _____

[illegible]

614 CHESTNUT AVENUE
DuBOIS, PA 15801

(814) 590-7693

Ken Snedden, Owner

Residential & Commercial

To: Darry Boyle

Attention: _____

Address: _____

Order No: _____

City: _____

Phone: _____

Req No.	For	Date Required	Date
Quantity			

Quantity	Material List	Price per unit	Tot
Roof	<p> Labor and material to replace roof: Remove old roofing, replace with ^{new} Horizon, 25-year shingles. Price includes: 15# felt paper, aluminum drip edge, ice & storm shield on bottom 3' of roof-edge, all valleys and total coverage of back porch roof. Low profile ridge vent and new roof boots on all existing vents, Remove old chimney. Clean up & disposal of debris </p>		
	Total price	\$4,335.00	

SSZR130A

LOWE'S COMPANIES, INC.
DUP 1010

PAGE: 1

PROJECT ESTIMATE ESTIMATE

CONTACT: BOGLE, GARY
CUST #: 20774014

SALESMAN: LESLIE GORDON
SALESMAN #: 239843

PROJECT NUMBER: 55966

DATE ESTIMATED: 10/18/03

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
1	106126	36" ONE TOUCH MIDVIEW GREEN	4825	280.00
1	98919	INSTALL PELLA STORM DOOR		95.00

TOTAL FOR ITEMS	0.00
FREIGHT CHARGES	0.00
DELIVERY CHARGES	0.00
TAX AMOUNT	16.80
TOTAL ESTIMATE	\$391.80

THIS ESTIMATE IS VALID UNTIL

MANAGER SIGNATURE

DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.

THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

EXHIBIT "B"



Robert Powell & Sons Carpentry And Concrete Construction

424 S. Church St.
Dubois, PA 15801
814-371-5832
814-541-6044

Estimate

DATE	ESTIMATE #
10/30/2002	232

NAME / ADDRESS
GARY BOGLE RD 3 BOX 138A DUBOIS, PA. 15801

JOB
REPLACE CONCRETE

ITEM	DESCRIPTION	QTY	TOTAL
	<p>UPON LOOKING AT THIS JOB WITH THE CUSTOMER, IT WAS VERY APPARENT THAT IN SEVERAL SPOTS ON THE DRIVEWAY AND THE SIDEWALK/PAD THE CONCRETE WAS NOT THE SPECIFIED THICKNESS. (I.E. NOT 4" THICK OR 6" THICK) THE DRIVEWAY HAS SEVERAL BULLFLOAT LINES IN IT AND CRACKS THAT ARE DUE, IN MY OPINION, TO POOR WORKMANSHIP. THE CONCRETE BY THE GARAGE DOOR FALLS BACK TOWARD THE GARAGE DOOR, RATHER THAN AWAY FROM THE DOOR CAUSING WATER AND ICE TO FLOW BACK INTO THE GARAGE. THE ONLY WAY TO FIX THIS IS TO REPLACE IT. THE SIDEWALK THAT BUTTS UP TO THE DRIVEWAY DOES NOT HAVE EXPANSION JOINT BETWEEN IT AND THE DRIVEWAY. THIS WILL CAUSE ONE OR BOTH TO CRACK AND CHIP. THE DRIVEWAY DOES NOT HAVE EXPANSION JOINT BETWEEN IT AND THE GARAGE FLOOR EITHER. SOME BLOCK ON THE SIDE OF THE FOUNDATION DOES NOT HAVE MORTER BETWEEN EACH BLOCK, WHILE OTHER BLOCK WAS NOT POINTED (EXCESS REMOVED).</p> <p>THE FLOOR THAT WAS POURED IN THE GARAGE DOES NOT HAVE THE DRAIN INSTALLED IN IT AS REQUESTED. THE NEW FLOOR IS UNEVEN TO THE OLD EXISTING FLOOR.</p> <p>SNEDDEN CONTRACTING ORIGINALLY AGREED TO SUB-CONTRACT THIS WORK TO MY COMPANY. HE SUBSEQUENTLY SUB-CONTRACTED IT TO WRIN MASONRY, WHO IN MY OPINION, DID A VERY POOR JOB.</p> <p>Pa. sales Tax</p>		171.85
MEMBER OF DUBOIS BUILDERS ASSOCIATION MEMBER OF DUBOIS AREA CHAMBER OF COMMERCE		TOTAL	\$6,286.06

CUSTOMER IS RESPONSIBLE TO OBTAIN A VALID BUILDING PERMIT BEFORE ANY WORK CAN BEGIN.

SIGNATURE _____



Robert Powell & Sons Carpentry And Concrete Construction

424 S. Church St.
Dubois, PA 15801
814-371-5832
814-541-6044

Estimate

DATE	ESTIMATE #
10/30/2002	232

NAME / ADDRESS
GARY BOGLE RD 3 BOX 138A DUBOIS, PA. 15801

JOB
REPLACE CONCRETE

ITEM	DESCRIPTION	QTY	TOTAL
	ROBERT POWELL & SONS WILL PROVIDE MATERIAL AND LABOR FOR THE FOLLOWING: 1. SAWCUT AND JACKHAMMER OUT AND HAUL AWAY NEW CONCRETE IN GARAGE (APPROX. 7' X 24'). 2. INSTALL DOWEL RODS INTO OLD CONCRETE FLOOR. 3. INSTALL FLOOR DRAIN FOR BASIN. 4. GRADE FLOOR. 5. INSTALL APPROX. 6' X 7' X 24' CONCRETE FLOOR AND TROWEL FINISH FLOOR. 6. JACKHAMMER OUT AND HAUL AWAY FRONT PAD AND SIDEWALK TO DRIVEWAY (APPROX. 6' X 6' PAD- 3' X 13' 6" SIDEWALK) 7. FORM, GRADE, POUR AND BROOM FINISH SIDEWALK AND PAD. 8. JACKHAMMER OUT AND HAUL AWAY DRIVEWAY APPROX. 18' 5" X 36'. 9. FORM, GRADE, POUR AND BROOM FINISH DRIVEWAY. 9. GRIND AND REPOINT BLOCK ON SIDE OF FOUNDATION.		
MATERIALS	THIS INCLUDES ALL MATERIALS TO REMOVE CONCRETE AND INSTALL NEW.		2,864.21T
LABOR	LABOR: JACKHAMMER OUT AND HAUL AWAY OLD CONCRETE		1,500.00
LABOR	LABOR: THIS INCLUDES ALL LABOR TO FORM, GRADE, POUR, FINISH AND CURE ALL CONCRETE		1,750.00
MEMBER OF DUBOIS BUILDERS ASSOCIATION MEMBER OF DUBOIS AREA CHAMBER OF COMMERCE		TOTAL	

CUSTOMER IS RESPONSIBLE TO OBTAIN A VALID BUILDING PERMIT BEFORE ANY WORK CAN BEGIN.

SIGNATURE _____

SULLIVAN COMPANY

P. O. BOX 1112 DuBOIS, PENNSYLVANIA 15801
PHONE (814) 371-3144 FAX (814) 375-3144

July 24, 2003

Proposal to: Gary Bogle
R.D. 3 Box 138A
DuBois, PA 15801
(814) 371-0498

Job Site: R.D. 3 Box 138A
Walnut Avenue
DuBois, PA

Project Title: Roof and garage repairs

Work Description:

- Remove existing shingles, shingle underlayment and haul away all debris
- Remove existing roof sheeting over garage area and haul away all debris
- Repair or replace as necessary all roof trusses in area above garage
- Install new sheeting over repaired roof trusses
- Install new shingle underlayment
- Install new shingles over entire roof deck
- Remove as necessary all drywall in garage ceiling to allow for roof truss repairs
- Haul away all drywall debris
- Rehang garage ceiling drywall, tape and finish
- Primer and paint all repaired drywall

Materials:

- | | |
|--|---------|
| - 96 bundles landmark resawn shake shingle | 1760.64 |
| - 6 roles shingle underlayment | 102.18 |
| - adhesive and fasteners | 175.00 |
| - 6 sheetrock 1/2x4x12 | 47.16 |

- 11 sheeting 5/8x4x8	229.79
- 8 2x4x12	33.04
- gal. drywall primer	26.20
- gal. latex ceiling paint	32.75

Total Materials	2406.76
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Equipment:

- Container and hauling fees	300.00
- Landfill charge	298.68

Total Equipment	598.68
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Labor:

- Remove shingles, shingle underlayment and load container	36 hours
- Remove plywood	16 hours
- Repair roof trusses	16 hours
- Install plywood	8 hours
- Install shingles	72 hours
- Remove drywall	8 hours
- Hang and finish drywall	32 hours
- Primer and paint	8 hours

Total Labor	196 hours at \$21.25 hour	4165.00
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Proposal Total	\$7170.44
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FILED acc

~~010:2324~~ Atty Cherry
NOV 14 2003

William A. Shaw Atty Ad. 85.00
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,

PLAINTIFF

VS.

KENNETH SNEDDEN,
Individually and t/d/b/a
KENNETH SNEDDEN
CONTRACTING,

DEFENDANT

NO. 03-1699 C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: PRAECIPE
FOR ENTRY OF APPEARANCE

FILED ON BEHALF OF: DEFENDANT

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO. 63494

90 BEAVER DRIVE, SUITE 201A
DUBOIS, PA 15801
(814) 375-1044

FILED

DEC 22 2003

William A. Shaw
Prothonotary, Clerk of Courts

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

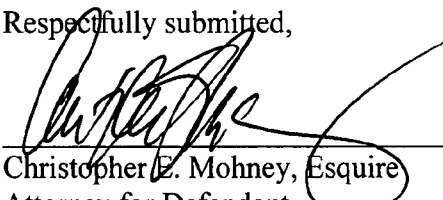
GARY T. BOGLE,	:	NO. 03-1699 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: CIVIL
	:	
VS.	:	
	:	
KENNETH SNEDDEN,	:	
Individually and t/d/b/a	:	
KENNETH SNEDDEN	:	
CONTRACTING,	:	
	:	
DEFENDANT	:	

PRAECIPE FOR ENTRY OF APPEARANCE

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly enter my appearance on behalf of Defendant Kenneth Snedden,
individually and t/d/b/a Kenneth Snedden Contracting in the above-referenced matter.

Respectfully submitted,



Christopher E. Mohnhey, Esquire
Attorney for Defendant

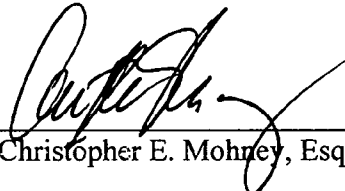
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
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CIVIL DIVISION

GARY T. BOGLE,	:	NO. 03-1699 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: CIVIL
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VS.	:	
	:	
KENNETH SNEDDEN,	:	
Individually and t/d/b/a	:	
KENNETH SNEDDEN	:	
CONTRACTING,	:	
	:	
DEFENDANT	:	

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 19 day of December, 2003, I caused to be served by First Class United States Mail, postage prepaid, Praeipie for Entry of Appearance on the following:

Toni M. Cherry, Esquire
Gleason, Cherry and Cherry, L.L.P.
P.O. Box 505
One North Franklin Street
DuBois, PA 15801
Attorney for Plaintiff



Christopher E. Mohney, Esquire

FILED

M/11 20 2003
DEC 22 2003

William A. Shay
Prothonotary/Clerk of Courts

no
cc
ker

In The Court of Common Pleas of Clearfield County, Pennsylvania

BOGLE, GARY T.

VS.

SNEDDEN, KENNETH ind & t/d/b/a KENETH SNEDDEN CONTRACTING

COMPLAINT

Sheriff Docket #

14804

03-1699-CD

SHERIFF RETURNS

NOW NOVEMBER 18, 2003 AT 11:30 AM SERVED THE WITHIN COMPLAINT ON KENNETH SNEDDEN I/t/d/b/a KENNETH SNEDDEN CONTRACTING, DEFENDANT AT MEETING PLACE, MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH SNEDDEN A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: COUDRIET/RYEN

Return Costs

Cost	Description
45.73	SHERIFF HAWKINS PAID BY: ATTY CK# 8635
10.00	SURCHARGE PAID BY: ATTY CK 8636

Sworn to Before Me This

19th Day Of Jan 2004
William A. Shaw

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

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

FILED

10/3:33 PM
JAN 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD C OUNTY, PENNSYLVANIA
CIVIL DIVISION

GARY T. BOGLE,

PLAINTIFF

VS.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

DEFENDANT

: NO. 03-1699 C.D.

:
: TYPE OF CASE: CIVIL

:
: TYPE OF PLEADING: PETITION FOR
: LEAVE TO JOIN ADDITIONAL
: DEFENDANTS

:
: FILED ON BEHALF OF: DEFENDANT
: CHRISTOPHER E. MOHNEY, ESQUIRE
: COUNSEL OF RECORD:

:
: SUPREME COURT NO. 63494

:
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

FEB 19 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,

PLAINTIFF

VS.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

DEFENDANT

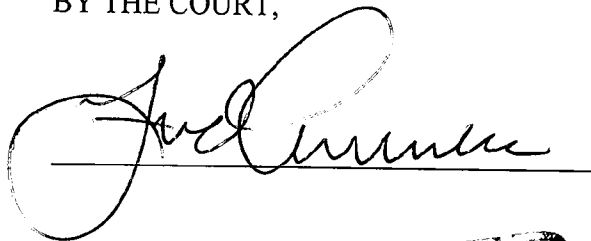
NO. 03-1699 C.D.

TYPE OF CASE: CIVIL

RULE RETURNABLE

AND NOW, this 20 day of February, 2004, upon consideration of Defendant's Petition for Leave to Join Additional Defendants, a hearing is set for the 15 day of March, 2004 at 9:00 o'clock, A. M. in Courtroom No. 1 of the Court of Common Pleas of Clearfield County for Plaintiff, Gary T. Bogle, to appear and show cause why Defendant's request should not be granted.

BY THE COURT,



FILED

FEB 20 2004

William A. Shaw
Prothonotary

FILED

2-21-04 acc to atty -
FEB 20 2004

William A. Shaw
Prothonotary

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

GARY T. BOGLE,	:	NO. 03-1699 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: CIVIL
	:	
VS.	:	
	:	
KENNETH SNEDDEN, individually and	:	
t/d/b/a KENNETH SNEDDEN	:	
CONTRACTING,	:	
	:	
DEFENDANT	:	

**PETITION OF DEFENDANT FOR LEAVE
TO JOIN ADDITIONAL DEFENDANTS**

AND NOW, comes Defendant, KENNETH SNEDDEN, individual and t/d/b/a KENNETH SNEDDEN CONTRACTING (hereinafter referred to as "Snedden") by his attorney CHRISTOPHER E. MOHNEY, ESQUIRE, and petitions this Honorable Court pursuant to Pennsylvania Rule of Civil Procedure No. 2253 for an Order allowing the joinder of Hrin Masonry, Jim Mauthy, Frank Zimmerman, and Overhead Door Company as additional Defendants in this action, and in support thereof alleges as follows:

1. Plaintiff, Gary T. Bogle initiated suit against Snedden on November 14, 2003.
Service was made upon Snedden on November 18, 2003.
2. If certain of the allegations of Bogle's Complaint are proven at trial, Snedden believes and therefore avers that the proposed additional Defendants are solely liable to Bogle, jointly or severally liable on Bogle's cause of action against Snedden, or are liable

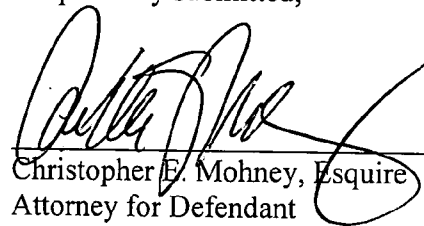
over to Snedden for full indemnity and/or contribution for all such loss, damages and/or Court costs as Snedden may suffer as a result of this action.

3. Snedden promptly notified his insurance company of Bogle's Complaint.
4. Snedden's insurance company, by letter dated January 7, 2004, rejected coverage for all claims, save one subparagraph of Bogle's Complaint.
5. The undersigned was awaiting determination by the insurance company before proceeding on behalf of Snedden, since had the insurance company offered a defense, Snedden would be relieved of the necessity of having to privately hire the undersigned as counsel.
6. Snedden is filing this Petition promptly after discovering that there is no applicable insurance coverage for the allegations made against him by Bogle.
7. The allowance of this Petition will permit the liabilities and rights of the various parties to be heard and determined at the same time, thus avoiding a number of separate law suits.
8. Snedden would be adversely prejudice by denial the Petition, insofar as he has meritorious actions against the proposed additional Defendants which could be best adjudicated at the same time as Bogle's case against Snedden.
9. The proposed additional Defendants would not be prejudice by joinder in this matter, as pleadings have not yet been concluded and the discovery phase has not yet commenced.
10. Bogle will not be prejudiced by joinder of the proposed additional Defendants.

WHEREFORE, Defendant, KENNETH SNEDDEN, individually and t/d/b/a KENNETH SNEDDEN CONTRACTING respectfully request that this Honorable Court grant this Petition and permit the filing of a Complaint by Snedden against the proposed Additional Defendants.

Respectfully submitted,

By:



Christopher E. Mohny, Esquire
Attorney for Defendant

VERIFICATION

I verify that the statements made in this Petition for Leave to Join Additional Defendants 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.


KENNETH SNEDDEN

DATED: 2-18-04

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

GARY T. BOGLE,	:	NO. 03-1699 C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: CIVIL
	:	
VS.	:	
	:	
KENNETH SNEDDEN, individually and	:	
t/d/b/a KENNETH SNEDDEN	:	
CONTRACTING,	:	
	:	
DEFENDANT	:	

ORDER

AND NOW, this ____ day of _____, 2004, upon consideration of Petition of Defendant, KENNETH SNEDDEN, individually and t/d/b/a KENNETH SNEDDEN CONTRACTING, for leave to join additional Defendants, it is hereby ORDERED and DECREED that said Petition is granted and that Defendant shall have thirty (30) days from the entry of this Order within which to file a Complaint to join additional Defendants. This Order is without prejudice to the right of any additional Defendants to timely object to this joinder.

BY THE COURT

FILED
0/9:00AM
FEB 19 2004
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 201A
DUBOIS, PA 15801

Chg Mohney

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

GARY T. BOGLE,

PLAINTIFF

VS.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

DEFENDANT

: NO. 03-1699 C.D.

:
: TYPE OF CASE: CIVIL

:
: TYPE OF PLEADING:
: CERTIFICATE OF SERVICE

:
: FILED ON BEHALF OF: DEFENDANT
: CHRISTOPHER E. MOHNEY, ESQUIRE
: COUNSEL OF RECORD:

:
: SUPREME COURT NO. 63494

:
: 90 BEAVER DRIVE, SUITE 201A
: DUBOIS, PA 15801
: (814) 375-1044

FILED

FEB 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,

PLAINTIFF

VS.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

DEFENDANT

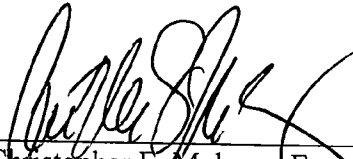
: NO. 03-1699 C.D.
:
:

: TYPE OF CASE: CIVIL
:
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:

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, do hereby certify that on this 23rd day of February, 2004, I caused to be served by First Class United States Mail, postage prepaid, Petition for Leave to Join Additional Defendants upon counsel for the Plaintiff as follows:

Toni M. Cherry, Esquire
GLEASON, CHERRY & CHERRY, LLP
One North Franklin Street
P. O. Box 505
DuBois, PA 15801



Christopher E. Mohney, Esquire

CERTIFICATE OF SERVICE

NO. 03-1699 C.D.

GARY T. BOGLE, PLAINTIFF

VS.

KENNETH SNEDDEN, INDIVIDUALLY
and t/d/b/a KENNETH SNEDDEN
CONTRACTING

FILED *WCC*
M/1:15 PM
FEB 25 2004 *SEA*

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES

CHRISTOPHER E. MOHNEY

90 BEAVER DRIVE - SUITE 201A
DUBOIS, PA 15801

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, i/d/t/b/a KENNETH
SNEDDEN CONTRACTING,

Defendant

: No. 03-1699 CD
: Type of Case: CIVIL
:
: Type of Pleading: Entry of Appearance
:
:
: Filed on Behalf of: Kenneth Snedden,
: i/t/d/b/a Kenneth Snedden Contracting,
: Defendant
:
: Counsel of Record for this Party:
:
: JOSEPH P. GREEN, ESQUIRE
: Supreme Court No. 19238
:
: LEE, GREEN & REITER, INC.
: 115 East High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED

MAR 08 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	

ENTRY OF APPEARANCE

To the Prothonotary:

Please enter the appearance of the undersigned on behalf of Kenneth Snedden, i/t/d/b/a
Kenneth Snedden Contracting, Defendant above named.

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

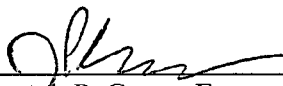
GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Entry of Appearance was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 5 day of Feb., 2004 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher Mohny, Esq.
90 Beaver Drive, Suite 201A
Dubois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE,	:	No. 03-1699 CD
Plaintiff	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading: Answer, New Matter &
	:	Counterclaim Filed by Defendant
KENNETH SNEDDEN, i/d/t/b/a KENNETH	:	
SNEDDEN CONTRACTING,	:	
Defendant	:	Filed on Behalf of: Kenneth Snedden,
	:	i/t/d/b/a Kenneth Snedden Contracting,
	:	Defendant
	:	
	:	Counsel of Record for this Party:
	:	
	:	JOSEPH P. GREEN, ESQUIRE
	:	Supreme Court No. 19238
	:	
	:	LEE, GREEN & REITER, INC.
	:	115 East High Street
	:	P.O. Box 179
	:	Bellefonte, PA 16823
	:	814-355-4769
	:	
	:	JURY TRIAL DEMANDED

FILED

MAR 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

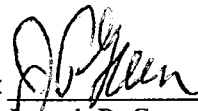
GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	

NOTICE TO PLEAD

To the within named Plaintiff:

You are hereby notified to plead to the within NEW MATTER and COUNTERCLAIM
within 20 days of service hereof, or judgment may be entered against you.

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esq., ID #19238
Co-Counsel for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
	)	JURY TRIAL DEMANDED
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	

ANSWER, NEW MATTER AND COUNTERCLAIM
FILED BY DEFENDANT

AND NOW, comes the Defendant, Kenneth Snedden, individually and t/d/b/a Kenneth Snedden Contracting (hereinafter referred to as "Snedden"), by and through his attorney, Christopher E. Mohney, Esquire, and files this Answer, New Matter and Counterclaim, averring as follows:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted in part and denied in part. The averments of paragraph 3 of the Complaint of Plaintiff, Gary T. Bogle (hereinafter referred to as "Bogle"), are admitted, except it is denied that the total cost of the job to be paid Snedden by Bogle was to be Seventeen Thousand Two Hundred Fifty-Eight (\$17,258.00) Dollars. To the contrary, Snedden avers that the total amount for the job was more than that, by virtue, in part, of an addition concerning the concrete portion of the job initially bid.
4. Admitted.

5. Denied. To the contrary, while Bogle has paid Snedden for some of his work and supplies, Bogle ordered changes throughout the job that were performed by Snedden, the costs for which extras Snedden has not yet been compensated or reimbursed, as set forth at length in the Counterclaim that follows.

6. Denied. To the contrary, Snedden has performed all work for which he was contracted to perform in a proper and workman like manner.

7. Denied. To the contrary, Snedden has performed in a proper and workman like manner in all aspects of the job for which Bogle hired him, and specifically, as follows:

- (a) Snedden denies that the concrete in the driveway and the sidewalk/pad is not the specified thickness. To the contrary, Snedden avers that all of the concrete poured by the subcontractor was in accordance with code;
- (b) Snedden denies that driveway has several bullfloat lines in it and cracks. To the contrary, the concrete driveway was installed in a proper and workman like manner, with any resulting cracks not being the result of any acts, or inactions, of Snedden and/or his subcontractors.
- (c) Snedden denies that the concrete poured by the garage door falls back towards the garage door, rather than away from the door, causing water and ice to flow back into the garage. To the contrary, all concrete was installed in a proper and workmanlike manner, pursuant to specification of Bogle;
- (d) Snedden denies that the sidewalk and/or the driveway was installed improperly. To the contrary, all concrete was installed in a proper and workmanlike manner, pursuant to specification of Bogle;

- (e) Snedden denies that the driveway and/or garage floor was installed improperly. To the contrary, all concrete was installed in a proper and workmanlike manner, pursuant to specification of Bogle;
- (f) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 7(f), the same being denied and strict proof being demanded a trial;
- (g) Admitted in part and denied in part. It is admitted that there is no drain installed in the garage floor. By way of further response, it is denied that Snedden never installed a drain in the garage floor, and, to the contrary, Snedden installed the subject drain on two occasions, it being removed on both occasions by Bogle;
- (h) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of this averment, the same being deemed denied and strict proof thereof being demanded a trial;
- (i) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of paragraph 7(i) of Bogle's Complaint, the same being deemed denied and strict proof thereof demanded at trial. By way of further response, Snedden believes, and therefore avers, that the joists referenced in Bogle's Complaint were part of Bogle's original structure, and Snedden, at no costs to Bogle, installed horizontal cripples between the existing trusses making them as strong as the trusses installed by Snedden in the new part of the garage. Finally, all joists were installed pursuant to the instructions of Bogle;

- (j) Denied. To the contrary, Snedden installed all sidings to Bogle's house in a proper and workmanlike manner. By way of further response, Bogle selected paneling of poor quality for installation;
- (k) Denied. Snedden installed all windows in a proper and workmanlike manner, as per specifications of the manufacturer; moreover, Bogle does not aver that any of the windows leak. By way of further response, Snedden matched the windows in the new portion of Bogle's house as closely as possible to the windows in the older portion of Bogle's house, and, in fact, changed the windows several times on instructions of Bogle, having capped the windows four (4) different times in an effort to appease Bogle;
- (l) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of paragraph 7(l) of Bogle's Complaint, the same being deemed denied and strict proof being demanded at trial.
- (m) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of paragraph 7(m) of Bogle's Complaint, the same being deemed denied and strict proof being demanded at trial To the extent an answer is deemed necessary, Snedden denies having installed the roof shingles improperly, and any damage to the roof was caused by Bogle after the completion of construction, by, but not limited to, shoveling snow off the roof;
- (n) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of paragraph 7(n) of Bogle's

Complaint, the same being denied and strict proof being demanded at trial.

To the extent an answer is deemed necessary, Snedden denies ever pronouncing the storm door to be broken, and denies that he storm door was improperly installed.

8. Denied. To the contrary, Snedden has not only performed all things pursuant to the agreement, but has performed additional things not in the agreement to the benefit of Bogle. By way of further response, the subparagraphs of Bogle's paragraph 8 are addressed as follows:

- (a) Snedden denies having failed to put up seven outside lights. To the contrary, Bogle wanted to install the lights on his own;
- (b) Snedden avers that there is nothing wrong with the torsion assembly, or any aspect of the installation of the garage door. To the contrary, Bogle himself requested a different assembly kit/unit, and picked out the door unit on his own;
- (c) Snedden denies having failed to take down and put up new paneling. To the contrary, Snedden did remove paneling he had previously installed, and also paid for the new paneling out of his pocket, which paneling Bogle insisted that he install on his own; moreover, Snedden reimbursed Bogle One Hundred Eighty-Eight (\$188.00) Dollars towards installation of the paneling;
- (d) After reasonable investigation, Snedden is without knowledge or information sufficient to form a belief as to the truth of this averment, the same being deemed denied and strict proof being demanded at trial;
- (e) Snedden admits that molding for the front door and the door in the garage were part of the parties' agreement. Snedden denies having any

responsibility for any molding for the windows in the garage, that not being the part of any agreement of the parties;

(f) Snedden denies causing any damage to the edge of the driveway of Bogle.

Snedden did not cause any such physical harm to the property. Snedden acted with reasonable care and prudence in all respects.

9. Denied. To the contrary, while Snedden denies that he has breached any part of his agreement with Bogle, in an effort to appease Bogle, Snedden has appeared, and reappeared at Bogle's property on numerous occasions to adjust various items.

10. Denied. To the contrary, Snedden has, in no manner, breached any part of any agreement he has with Bogle. As to the remainder of the averments in paragraph 10 of Bogle's Complaint, Snedden, after reasonable investigation, is without knowledge or information sufficient to form a belief as to the truth of the contents thereof, the same being deemed denied and strict proof demanded at trial.

11. Denied. To the contrary, Snedden incorporates his answer to paragraph 8 (a-e) as if set forth at length.

12. Denied. To the contrary, Snedden has delivered to Bogle all necessary documentation necessary for Bogle to preserve any existing warranty rights for any items installed by Snedden.

WHEREFORE, Defendant prays this Honorable Court to dismiss, with prejudice, Plaintiff's Complaint, enter judgment in favor of Defendant, and assess all costs to Plaintiff.

NEW MATTER

13. Bogle accepted Five Hundred (\$500.00) Dollars from Hrin Masonry incident to all concrete work part of the parties' agreement, the Five Hundred (\$500.00) Dollars being paid to Hrin to Bogle to satisfy Bogle's personal dissatisfaction with the concrete work.

14. Bogle accepted a One Hundred Eighty-Eight (\$188.00) Dollar payment from Snedden incident to the paneling installed and subsequently removed by Snedden from Bogle's garage.

15. The payment to Bogle of Five Hundred (\$500.00) Dollars concerning the concrete work and One Hundred Eighty-Eight (\$188.00) Dollars regarding the paneling satisfy any debt alleged to be owing Bogle by Snedden under the agreement incident to those aspects of the agreement.

16. Bogle's claims as to money owing incident to the concrete portion of the job as well as the paneling is barred by the defense of payment.

17. Bogle and Snedden had disagreements regarding performance of the concrete component of the agreement and of the installation of paneling component of the agreement.

18. Bogle and Snedden entered into a subsequent new agreement, whereby Bogle agreed to accept Five Hundred (\$500.00) Dollars as payment on his dissatisfaction with the concrete portion of the job, and Bogle further agreed to accept One Hundred Eighty-Eight (\$188.00) Dollars as payment for his dissatisfaction with the paneling portion of the job.

19. Portions of Bogle's causes of action are based upon and seek damages pursuant to Snedden's alleged violation of the initial agreement concerning the concrete component and the paneling component.

20. By entering into the subsequent agreement, Bogle and Snedden substituted it for the initial agreement as to those components of the job. The subsequent agreement serves as an accord to the initial agreement.

21. Snedden's performance under the subsequent agreement, i.e., payment to Bogle, serves as a satisfaction to the accord, with such accord and satisfaction being a bar to Plaintiff's alleged causes of action concerning any portion of the concrete component of the job or the paneling.

WHEREFORE, Defendant Snedden demands judgment in his favor, together with costs, as to any claim of Plaintiff Bogle concerning installation of concrete or paneling.

COUNTERCLAIM

22. Snedden expended, in addition to the contract for work, the following amounts for which he has not been paid or reimbursed by Bogle:


- (a) Re-sheeting of the entire roof area before shingling, approximately twenty-three (23) squares, at Two Thousand Three Hundred (\$2,300.00) Dollars;
- (b) Purchase of brackets for garage door, at Forty-Five (\$45.00) Dollars;
- (c) The purchase of an extra box of scallops for which Bogle agreed to pay for if needed, at One Hundred Ten (\$100.00) Dollars;
- (d) Reinstalling garage windows lower, after they had already been framed into the new outside wall, at Thirty (\$30.00) Dollars;
- (e) Installation of extra wiring at request of Bogle, inclusive of labor charge of One Hundred (\$100.00) Dollars, at One Hundred Forty-One (\$141.00) Dollars;

- (f) Extra work to cut out an internal beam (requested by Bogle), and extra material to build the trusses and plate beam, at Two Hundred Ninety Six (\$296.00) Dollars;
- (g) Costs of nuts, bolts, and joist hanger for extra work requested by Bogle, at Twenty-Three (\$23.00) Dollars;
- (h) Costs of drywall to repair existing ceiling, at Seventy-Four (\$74.00) Dollars;
- (i) Building of trusses and plate beam, not included in original agreement, and requested by Bogle as a job extra, at One hundred Sixty-Five (\$165.00) Dollars;
- (j) All labor and material charged to install beam pursuant to the original contract (the under-ceiling has been deducted) with the addition of six (6) extra pieces of sheeting to back exterior wall, inclusive of labor, at One Hundred (\$100.00) Dollars.

23. Bogle has refused to pay, or reimburse, as the case may be, Snedden for the above extra work and/or materials to perform the extra work.

WHEREFORE, Defendant Snedden claims damages owing in the amount of Three Thousand Two Hundred Eighty-Five (\$3,285.00) Dollars.


LEE, GREEN & REITER, INC.

By: 
Joseph P. Green, Esq., ID #19238
Co-Counsel for Defendant
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

VERIFICATION

I, KENNETH SNEDDEN, both individually and t/d/b/a KENNETH SNEDDEN CONTRACTING, Defendant in this action, being duly authorized to make this verification, have read the foregoing Answer, New Matter and Counterclaim to Plaintiff's Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.


Kenneth Snedden

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

GARY T. BOGLE,)
Plaintiff : No. 03-1699 CD
vs. :
KENNETH SNEDDEN, i/t/d/b/a KENNETH :
SNEDDEN CONTRACTING,)
Defendant :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer, New Matter and Counterclaim Filed by Defendant was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 9 day of March, 2004 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohney, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE :
VS. : NO. 03-1699-CD
KENNETH SNEDDEN, ind. and t/d/b/a:
KENNETH SNEDDEN CONTRACTING :

O R D E R

NOW, this 15th day of March, 2004, following argument on the Defendant's Petition for Leave to Join Additional Defendants; with the Court noting there being some level of confusion as to which counsel shall be representing Defendant, Kenneth Snedden, it is the ORDER of this Court that the said petition be and is hereby dismissed, without prejudice. The Defendant will have no more than sixty (60) days from this date in which to refile a petition for leave to join additional Defendants, in the event that the Defendant would wish to do so. The Court makes no ruling at this time on the merits of the said petition.

BY THE COURT,



President Judge

FILED

MAR 16 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED
MAR 16 2004
2 CC Atty's T. Cherry, Mahoney, J. Green
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, Individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

Defendants

: No. 03 - 1699 C.D.

:

: Type of Case: CIVIL

:

: Type of Pleading: REPLY TO NEW MATTER
AND COUNTERCLAIM

:

:

: Filed on Behalf of: GARY T. BOGLE, Plaintiff

:

: Counsel of Record for this Party:

:

: TONI M. CHERRY, ESQ.

: Supreme Court No.: 30205

:

: GLEASON, CHERRY AND

: CHERRY, L.L.P.

: Attorneys at Law

: P. O. Box 505

: One North Franklin Street

: DuBois, PA 15801

:

: (814) 371-5800

FILED

MAR 31 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - 1699 C.D.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING,

Defendant

REPLY TO NEW MATTER

Plaintiff, GARY T. BOGLE, by his undersigned counsel, GLEASON, CHERRY AND CHERRY, L.L.P., responds to the New Matter of Defendant as follows:

13. DENIED. At no time did Plaintiff accept any money from Hrin Masonry. On the contrary, Plaintiff specifically told Defendant in the presence of Plaintiff's wife that Defendant was not to pay Hrin Masonry any money because Plaintiff was not satisfied with the work that Hrin Masonry had done on his premises. In fact, Plaintiff specifically complained to Defendant that Hrin Masonry had actually caused damage to the existing driveway and that Plaintiff expected to be compensated for that damage in addition to having Defendant correct the poor workmanship of the job.

14. DENIED. Bogle never accepted \$188.00 as payment from Snedden to satisfy the faulty work performed by Defendant on the installation of the paneling. Moreover, Plaintiff told Defendant not to pay the subcontractor who did the paneling work because the same was substandard in quality and Plaintiff was not satisfied with the work performed.

15. DENIED. At no time did Plaintiff receive any payment in satisfaction of his claims for poor workmanship with regard to either the concrete work or the paneling work.

16. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that any of Plaintiff's claims against Defendant are denied by the defense of payment in that Defendant never made any payment to Plaintiff nor did Plaintiff ever indicate to Defendant that payment of the amounts specified by Defendant in his New Matter would satisfy Plaintiff. On the contrary, Plaintiff at all times demanded that Defendant repair the poor workmanship and damages caused to Plaintiff's property and to perform all work due Plaintiff under the contract in a workmanlike manner which Defendant has wholly failed to do.

17. DENIED. Defendant admitted to Plaintiff in the presence of Plaintiff's wife that both the concrete subcontractor and the subcontractor who did the paneling work did a poor job. Defendant has never disagreed with Plaintiff that the work done was done in an unworkmanlike manner. Defendant has only refused to return to the premises to repair the same.

18. DENIED. At no time did Plaintiff agree to accept the sum of \$500.00 as payment on his dissatisfaction with the concrete portion of the job nor did he agree to accept the sum of \$188.00 as payment for his dissatisfaction with the paneling portion of the job. On the contrary, at all times Plaintiff has demanded that Defendant return to the premises and repair the work done in an unworkmanlike manner and complete the work left undone which Defendant has wholly failed and/or refused to do.

19. DENIED as stated. Plaintiff's cause of action is based on Defendant's failure to perform labor and to provide materials to construct a new garage on Plaintiff's premises in accordance with the agreement reached by the parties. Defendant performed the work in a poor, improper and unworkmanlike manner and also wholly neglected to do and perform certain things which were expressly or by necessary implication required to be done and performed by the agreement. In further answer thereto, Plaintiff incorporates herein by reference the averments contained in Paragraphs 7, 8 and 11 of Plaintiff's Complaint as if the same were set forth at length herein.

20. DENIED. There was no subsequent agreement entered into between Plaintiff and Defendant. There was no accord to the initial agreement and Plaintiff continues to demand damages for the poor, unworkmanlike job done by Defendant and for Defendant's failure to perform all of the duties required in the performance of his contract. By way of further answer, Plaintiff incorporates herein by reference the averments contained in Paragraphs 7, 8 and 11 of Plaintiff's Complaint.

21. DENIED as a conclusion of law to which no response is required. Insofar as a response is required, it is DENIED that there was any subsequent agreement; that there was any accord or that there was satisfaction of a subsequent agreement. It is further DENIED that there was any acceptance of any offer by Plaintiff from Defendant which would bar Plaintiff's claims as set forth in Paragraphs 1 through 12 inclusive of Plaintiff's Complaint and Plaintiff does incorporate herein by reference the averments contained in Paragraphs 1 through 12 inclusive of Plaintiff's Complaint in further answer hereto as if the same were reasserted and realleged in full herein.

WHEREFORE, Plaintiff respectfully requests that Defendant's New Matter be dismissed and that judgment be entered in favor of Plaintiff and against Defendant in an amount not in excess of \$25,000.00, together with costs and interest and demands an Order requiring the return of all original receipts for the products supplied.

REPLY TO COUNTERCLAIM

22. DENIED. There were no extras demanded by Plaintiff for which Defendant was required to expend any additional money. On the contrary, Plaintiff paid the full amount of the contract price demanded by Defendant and Plaintiff denies any obligation to pay any monies to Defendant generally and specifically as follows:

(a) DENIED. Defendant, in the presence of Plaintiff's wife, advised Plaintiff that it would cost \$1,000.00 to re-sheet the entire roof area. Plaintiff paid Defendant the sum of \$1,000.00 for such job;

(b) DENIED. The purchase of brackets for the garage door were included in the original contract and Plaintiff paid Defendant the amount he demanded for purchase of the brackets;

(c) DENIED. Only two boxes of scallops were required to cover the specified area and Plaintiff paid for those boxes. If Defendant purchased a third box of scallops, Plaintiff believes and therefore avers that they were not used on Plaintiff's job but for some other purpose of the Defendant or because Defendant had not properly installed the scallops and had to purchase a third box to correct what he had done in an unworkmanlike manner;

(d) DENIED. On the contrary, Plaintiff advised Defendant's subcontractor that the one window he had installed had been placed incorrectly and it was removed by the subcontractor and moved at the subcontractor's own expense and not at the expense of Defendant;

(e) DENIED. On the contrary, Plaintiff had his own 250-foot wire that he gave to Defendant so that Defendant would not have to purchase the same. Defendant accepted that wire and used it on Plaintiff's premises. There were no additional labor costs as those labor costs were included in the original contract and were paid by Plaintiff;

(f) DENIED. On the contrary, when Plaintiff hired Defendant, Defendant agreed, in the presence of Plaintiff's wife, that Defendant would place the internal beam above the ceiling in the garage. This was a condition of employment by Plaintiff and Plaintiff was adamant prior to the execution of the contract that this was a matter to which Defendant had to agree or he would not do any work for Plaintiff. Defendant agreed and the contract was subsequently signed requiring Defendant to place the internal beam above the ceiling in the garage.

(g) DENIED. There was no extra work requested by Plaintiff. The cost of nuts, bolts and joist hanger were included in the original quote made by Defendant because they were necessary for the performance of the work required of Defendant by the contract;

(h) DENIED. The repair of the existing ceiling was included in the work that Defendant was required to do under the original contract and no additional monies were owed by Plaintiff to Defendant as Plaintiff fully paid all monies due under the contract;

(i) DENIED. Plaintiff did not request any extra work from Defendant. On the contrary, the building of trusses and a plate beam were part of Defendant's original quote. There could not have been a garage without trusses and a plate beam as there would have been nothing to hold the ceiling up on the garage. Defendant's demand to now be paid for something that was included as part of the original contract is further proof of Defendant's bad faith and an effort to avoid fulfilling his responsibilities under the contract to Plaintiff;

(j) DENIED. On the contrary, all labor and materials to install the beam necessary for the construction of the garage were included in the original contract and there are no extras for which Plaintiff owes Defendant. On the contrary, it is Defendant who has wholly failed to complete the work required of him under the contract and to repair the poor, unworkmanlike results of his prior labors.

23. DENIED. Plaintiff has no obligation to pay or reimburse Defendant for any of the work or materials he claims to have performed or supplied as extras. Defendant has wholly failed to perform the work and to supply the materials required of him under the terms of the contract entered into between the parties and it is Defendant who now owes damages to Plaintiff. By way of further answer, Plaintiff incorporates herein by reference the averments contained in Paragraphs 7, 8, 11 and 12 of Plaintiff's Complaint as if the same were set forth at length herein.

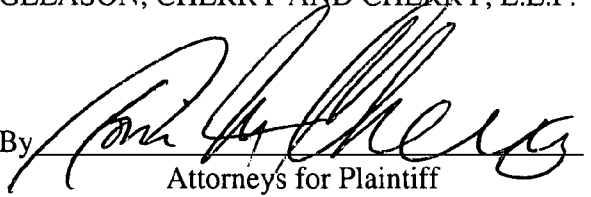
WHEREFORE, Plaintiff respectfully requests that Defendant's Counterclaim be dismissed and that judgment be entered in favor of Plaintiff and against Defendant in an amount not in excess of \$25,000.00, together with costs and interest and demands an Order

requiring the return of all original receipts for the products supplied.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

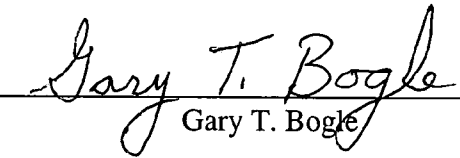
By

A handwritten signature in black ink, appearing to read "Ron Cherry", written over a horizontal line.

Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State
aforesaid, GARY T. BOGLE, who, being duly sworn according to law, deposes and says that
the facts set forth in the foregoing Reply to New Matter and Counterclaim are true and correct
to the best of his knowledge, information and belief.

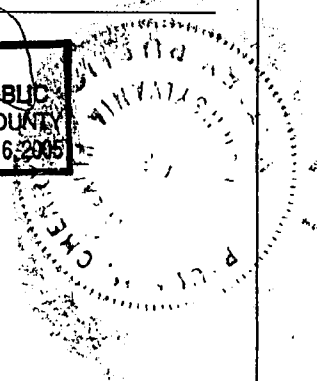


Gary T. Bogle

Sworn to and subscribed before me this 29th day of March, 2004.



NOTARIAL SEAL
PAULA M. CHERRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPTEMBER 16, 2005



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - 1699 C.D.

KENNETH SNEDDEN, Individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of March, 2004, a true and correct copy of Plaintiff's Reply to New Matter and Counterclaim was served upon JOSEPH P. GREEN, ESQ., counsel for Defendant, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOSEPH P. GREEN, ESQ.
Lee, Green & Reiter, Inc.
Attorneys at Law
115 East High Street
P. O. Box 179
Bellefonte, PA 16823

GLEASON, CHERRY AND CHERRY, L.L.P.

By 

Attorneys for Plaintiff


Dated: March 30, 2004

FILED
9/10/10
MAR 31 2004
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

Atty. T. Chong

27

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P. O. Box 506
Du Bois, Pennsylvania 15801-0506
ONE NORTH FRANKLIN STREET


ATTORNEY FOR GARY T. BOGLE

CP

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

GARY T. BOGLE,	:	No. 03-1699 CD
Plaintiff	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading: Second Petition of
	:	Defendant for Leave to Join Additional
KENNETH SNEDDEN, i/d/t/b/a KENNETH	:	Defendants and Proposed Order
SNEDDEN CONTRACTING,	:	
Defendant	:	Filed on Behalf of: Kenneth Snedden,
	:	i/t/d/b/a Kenneth Snedden Contracting,
	:	Defendant
	:	
	:	Counsel of Record for this Party:
	:	
	:	JOSEPH P. GREEN, ESQUIRE
	:	Supreme Court No. 19238
	:	
	:	LEE, GREEN & REITER, INC.
	:	115 East High Street
	:	P.O. Box 179
	:	Bellefonte, PA 16823
	:	814-355-4769
	:	
	:	JURY TRIAL DEMANDED

FILED

MAY 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	

PROPOSED ORDER

AND NOW, this 4th day of May, 2004, upon consideration of the attached Second Petition of Defendant for Leave to Join Additional Defendants, it is hereby ordered and decreed that said Petition be granted. Defendant Snedden may join any or all of the proposed Additional Defendants within twenty (20) days of the date of this Order.

BY THE COURT:


J.

FILED

MAY 05 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

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019:4281
MAY 05 2004

Aly J. Green

KPA

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	

**SECOND PETITION OF DEFENDANT FOR LEAVE
TO JOIN ADDITIONAL DEFENDANTS**

AND NOW, comes Defendant, Kenneth Snedden, individually and t/d/b/a Kenneth Snedden Contracting (hereinafter referred to as "Snedden") by his attorney Joseph P. Green, Esquire, and petitions this Honorable Court pursuant to Pennsylvania Rule of Civil Procedure No. 2253 for an Order allowing the joinder of Hrin Masonry, Jim Mauthy, Frank Zimmerman, and Overhead Door Company as Additional Defendants in this action, and in support thereof alleges as follows:

1. Plaintiff Gary T. Bogle initiated suit against Snedden on November 14, 2003. Service was made upon Snedden on November 18, 2003.
2. If certain of the allegations of Bogle's Complaint are proven at trial, Snedden believes and therefore avers that the proposed Additional Defendants are solely liable to Bogle, jointly or severally liable on Bogle's cause of action against Snedden, or are liable over to Snedden for full indemnity and/or contribution for all such loss, damages and/or Court costs as Snedden may suffer as a result of this action.
3. Snedden promptly notified his insurance company of Bogle's Complaint.

4. Snedden's insurance company, by letter dated January 8, 2004, rejected coverage for all claims, save one subparagraph of Bogle's Complaint.

5. Snedden had previously filed a Petition for Leave to Join Additional Defendants, and said Petition was dismissed without prejudice with leave being granted to refile such a Petition within sixty days. A copy of this Court's Order dated March 15, 2004, is attached hereto.

6. The allowance of this Petition will permit the liabilities and rights of the various parties to be heard and determined at the same time, thus avoiding a number of separate law suits.

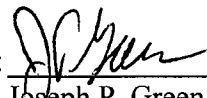
7. Snedden would be adversely prejudiced, by denial of the Petition, insofar as he has a meritorious action against the proposed Additional Defendants which could be best adjudicated at the same time as Bogle's case against Snedden.

8. The proposed Additional Defendants would not be prejudiced by joinder in this matter. The discovery phase has not yet commenced in this action nor is the matter listed for trial.

9. Bogle will not be prejudiced by joinder of the proposed Additional Defendants.

WHEREFORE, Defendant, Kenneth Snedden, individually and t/d/b/a Kenneth Snedden Contracting respectfully request that this Honorable Court grant this Petition and permit the filing of a Complaint by Snedden against the proposed Additional Defendants.

LEE, GREEN & REITER, INC.

By: 
Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE

:

VS.

: NO. 03-1699-CD

KENNETH SNEDDEN, ind. and t/d/b/a:

KENNETH SNEDDEN CONTRACTING

:

O R D E R

NOW, this 15th day of March, 2004, following argument on the Defendant's Petition for Leave to Join Additional Defendants; with the Court noting there being some level of confusion as to which counsel shall be representing Defendant, Kenneth Snedden, it is the ORDER of this Court that the said petition be and is hereby dismissed, without prejudice. The Defendant will have no more than sixty (60) days from this date in which to refile a petition for leave to join additional Defendants, in the event that the Defendant would wish to do so. The Court makes no ruling at this time on the merits of the said petition.

BY THE COURT,

/s/ Fredric J. Ammerman

President Judge

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

MAR 16 2004

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Second Petition of Defendant for Leave to Join Additional Defendants was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 30TH day of April, 2004 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohney, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, i/d/t/b/a KENNETH
SNEDDEN CONTRACTING,

Defendant

: No. 03-1699 CD
: Type of Case: CIVIL
:
: Type of Pleading: Praecipe for Writ of
: Summons to Join Additional
: Defendant
:
: Filed on Behalf of: Kenneth Snedden,
: i/t/d/b/a Kenneth Snedden Contracting,
: Defendant
:
: Counsel of Record for this Party:
:
: JOSEPH P. GREEN, ESQUIRE
: Supreme Court No. 19238
:
: LEE, GREEN & REITER, INC.
: 115 East High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769

FILED

MAY 21 2004

William A. Shaw
Prothonotary

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

GARY T. BOGLE,	:	No. 03-1699 CD
Plaintiff	:	
	:	
vs.	:	
	:	
KENNETH SNEDDEN, i/d/t/b/a KENNETH	:	
SNEDDEN CONTRACTING,	:	
Defendant	:	

PRAECIPE FOR WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANT

TO THE PROTHONOTARY:

You are hereby requested to issue a writ of summons joining the following party as an additional defendant in the above matter:

Marty Hrin, d/b/a Hrin Masonry

LEE, GREEN & REITER, INC.:

Date: May 20, 2004

By:



Joseph P. Green, Esquire
Attorney I.D. No. 19238
Attorney for Defendant
115 East High Street, P.O. Box 179
Bellefonte, PA 16823
(814) 355-4769

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

GARY T. BOGLE,	:	No. 03-1699 CD
Plaintiff	:	
	:	
vs.	:	
	:	
KENNETH SNEDDEN, i/d/t/b/a KENNETH	:	
SNEDDEN CONTRACTING,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praecipe for Writ of Summons to Join Additional Defendant was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 20th day of May, 2004, addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, LLP
P.O. Box 505
One North Franklin Street
DuBois, PA 15801

Christopher Mohny, Esq.
90 Beaver Drive, Suite 201A
DuBois, PA 15801

LEE, GREEN & REITER, INC.:

Date: May 20, 2004

By:



Joseph P. Green, Esquire
Attorney I.D. No. 19238
Attorney for Defendant
115 East High Street, P.O. Box 179
Bellefonte, PA 16823
(814) 355-4769

FILED

M. J. D. at 1st City

MAY 21 2004

Q. K. S.

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

WRIT TO JOIN ADDITIONAL DEFENDANT

Gary T. Bogle

Plaintiff(s)

Vs.

Kenneth Snedden
Kenneth Snedden Contracting

03-1699-CD

Defendant(s)

Vs.

Marty Hrin d/b/a Hrin Masonry
Additional Defendant(s)

To: Marty Hrin

You are notified that Joseph P. Green, Esq. has joined you as an additional defendant in this action, which you are required to defend.

Dated: May 21, 2004

Prothonotary

Filing Attorney: Joseph P. Green, Esq.
P.O. Box 179
115 East High Street
Bellefonte, PA 16823

In The Court of Common Pleas of Clearfield County, Pennsylvania

BOGLE, GARY T.

VS.

SNEDDEN, KENNETH -VS- MARTY HRIN d/b/a

PRAECIPE & WRIT TO JOIN ADDITIONAL DEFENDANT

Sheriff Docket #

15641

03-1699-CD

SHERIFF RETURNS

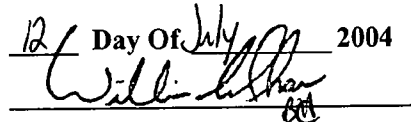
NOW JUNE 17, 2004 AT 4:20 PM SERVED THE WITHIN PRAECIPE & WRIT TO JOIN ADDITIONAL DEFENDANT ON MARTY HRIN d/b/a HRIN MASONRY, DEFENDANT AT RESIDENCE, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARTY HRIN A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE & WRIT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCCLEARY

Return Costs

Cost	Description
47.62	SHERIFF HAWKINS PAID BY: ATTY CK# 6179
10.00	SURCHARGE PAID BY: ATTY CK# 6180

Sworn to Before Me This

12 Day Of July 2004



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

So Answers,



Chester A. Hawkins
Sheriff

FILED

01/1000am
JUL 12 2004
EAS

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

ADDITIONAL DEFENDANT COMPLAINT

Kenneth Snedden, individually and t/d/b/a Kenneth Snedden Contracting, hereby avers the following:

1. Kenneth Snedden, individually and t/d/b/a Kenneth Snedden Contracting, is the Original Defendant in this matter who was named in a Complaint filed by the Plaintiff on or about November 14, 2003. A true and correct copy of the Complaint is attached hereto as Exhibit A.
2. Pursuant to Court Order dated May 4, 2004, the Original Defendant was granted leave to join additional defendants. Thereafter, on or about May 20, 2004, the Original Defendant joined Additional Defendant Marty Hrin, d/b/a Hrin Masonry in this matter.
3. The instant litigation involves various claims relating to a construction project which include, but are not limited to, certain alleged concrete and masonry deficiencies.
4. The aforesaid Additional Defendant had been retained by the Original Defendant to perform concrete and masonry services.

FILED ⁶⁴NO
m/j: 27/521 CC
JAN 28 2005
William A. Shaw
Prothonotary/Clerk of Courts

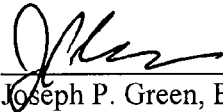
5. Although the Original Defendant does not concede that the construction work was done in a deficient manner, it is hereby asserted that, if a judicial determination is made in favor of the Plaintiff, the Additional Defendant would be liable relative to any improper or unworkman like services or materials associated with his scope of work.

6. The Original Defendant has joined the Additional Defendant pursuant to Pa. R.C.P. 2252, and asserts that the Additional Defendant is solely liable with regard to any alleged deficiencies in masonry and/or concrete work. Alternatively, it is averred that the said Additional Defendant is liable over to the Original Defendant for indemnification.

7. In order to preserve the right of contribution, it is further asserted that the Additional Defendant is liable to the Original Defendant for contribution should there be a finding of joint and several liability in any respect.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the Original Defendant and against the Additional Defendant accordingly.

LEE, GREEN & REITER, INC.

By: 
Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

GARY T. BOGLE,
Plaintiff

vs.

KENNETH SNEDDEN, Individually and
/d/b/a KENNETH SNEDDEN
CONTRACTING,
Defendant

: No. 03 - 1699 C.D.

: Type of Case: CIVIL

: Type of Pleading: COMPLAINT

: Filed on Behalf of: GARY T. BOGLE,
Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205

: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P.O. Box 505
: One North Franklin Street
: DuBois, PA 15801

: (814) 371-5800

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

NOV 14 2003

Attest.

William D. B...
Prothonotary/
Clerk of Courts

EXHIBIT

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 _____ C.D.

KENNETH SNEDDEN, Individually and
v/d/b/a KENNETH SNEDDEN
CONTRACTING,

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 Notice and Complaint 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 claims 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, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 (Ext. 88 - 89)

GLEASON, CHERRY AND CHERRY, L.L.P.

By: 

Attorneys for Plaintiff

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

GARY T. BOGLE,
Plaintiff

vs.

No. 03 _____ C.D.

KENNETH SNEDDEN, Individually and
v/d/b/a KENNETH SNEDDEN
CONTRACTING,
Defendant

COMPLAINT

AND NOW, comes the Plaintiff, GARY T. BOGLE, by and through his Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint upon a cause of action whereof the following is a statement:

1. Plaintiff, GARY T. BOGLE, is an adult individual who resides at R. D. #3, Box 138A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant, KENNETH SNEDDEN, is an adult individual trading and doing business as KENNETH SNEDDEN CONTRACTING, with a place of business located at 614 Chestnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. That in June of 2002, Defendant gave Plaintiff a proposal to perform certain labor and to provide materials to construct a new garage on Plaintiff's premises with all work requested by Plaintiff and to be completed by Defendant at a cost of \$17,258.00. A true and correct copy of the proposal issued by Defendant and accepted by Plaintiff is attached hereto and made a part hereof as Exhibit "A".

4. That pursuant to the terms of said proposal, Defendant did enter upon the premises of Plaintiff to commence performance of the contract in June of 2002.

5. That Plaintiff has fulfilled all the provisions of the agreement on his part to be performed and has paid the Defendant in accordance with the terms of the agreement reached by the parties.

6. That Defendant has not fulfilled the provisions of the agreement on his part to be performed.

7. Defendant has performed in a poor, improper, and unworkmanlike manner certain things which were expressly or by necessary implication required by the agreement to be done and performed in a proper and workmanlike manner, as follows:

(a) The concrete in the driveway and the sidewalk/pad is not the specified thickness;

(b) The driveway has several bullfloat lines in it and cracks;

(c) The concrete poured by the garage door falls back toward the garage door, rather than away from the door causing water and ice to flow back into the garage;

(d) The sidewalk that butts up the driveway does not have expansion joints between it and the driveway which has caused cracking and chipping;

(e) The driveway does not have an expansion joint between it and the garage floor allowing it to crack and chip;

(f) There are areas on the side of the foundation where there is no mortar between the blocks and in other areas where the block was not pointed;

(g) There is no drain installed in the floor of the garage as requested and required by the proposal;

(h) The floor of the garage is uneven and is not the same height as the old existing floor;

(i) The joists in the ceiling of the garage are too short and have not been properly fastened to the main beam;

(j) Siding that Defendant took off the front of the house was not crimped properly and not properly installed;

(k) The windows in the garage do not match the windows in the house as was promised and the ledges do not slant away from the house, causing water to lay on the sills when it rains;

(l) The roof line is sagging; and

(m) The shingles are not properly installed;

(n) The front storm door was improperly installed and would not latch.

Defendant came to inspect it after Plaintiff complained and pronounced it to be broken but refused to install a new door. The estimate for a new door plus installation is \$391.80, a copy of which is attached hereto and made a part hereof as Exhibit "B".

8. Defendant has wholly neglected to do and perform certain things which were expressly or by necessary implication required to be done and performed by the agreement as follows:

(a) Putting up seven outside lights;

(b) Garage door opening, right end bearing for e-z set torsion assembly;

- (c) Taking down and putting up new paneling;
- (d) Putting molding up under the inside of the front door;
- (e) Purchasing molding for front door, door in garage and windows in garage;
- (f) Redoing the cement at the edge of the driveway that his trucks or the trucks)

of his agents broke;

9. Defendant has failed and refused, and still refuses, to cure the aforesaid breaches, despite Plaintiff's repeated demand.

10. That Plaintiff has sought estimates to remedy the aforesaid breaches and has been quoted the total sum of \$13,456.50, copies of which are attached hereto and made a part hereof as Exhibit "C" and "D", respectively.

11. In addition, Plaintiff was required to perform work and to purchase materials for which he had already contracted and paid Defendant. In particular, Plaintiff demands reimbursement for the following:

(a) Putting up seven (7) outside lights	\$ 124.43
(b) Garage door RH end bearing for E-Z set torsion assembly that was broken	50.00
(c) Taking down the warped paneling and re-installing new paneling	1,302.03
(d) Putting up molding under the inside of the front door	15.00
(e) Buying all molding for front door, door in garage and windows in garage	<u>42.00</u>
TOTAL	\$ 1,533.46

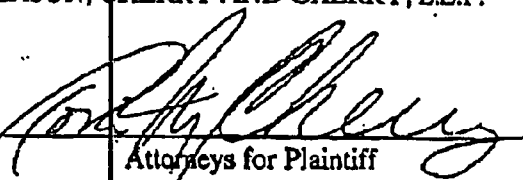
12. That Defendant has kept all of the original receipts for the front storm door, the front door, the back man-door in the garage and the main garage door, together with the receipt for the vinyl siding and scallops and has refused to deliver the same to Plaintiff even though Defendant knows that Plaintiff must have those receipt for his warranties on those products to be valid.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount not in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), together with costs and interest and demands an Order requiring the return of all original receipts for the products supplied.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By:



Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

Personally appeared before me, a Notary Public in and for the County and State
aforesaid, GARY T. BOGLE, who, being duly sworn according to law, deposes and says that
the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge,
information and belief.

Gary T. Bogle
Gary T. Bogle

Sworn to and subscribed before me this 17th day of October, 2003.

Paula M. Cherry

NOTARIAL SEAL
PAULA M. CHERRY, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPTEMBER 18, 2005

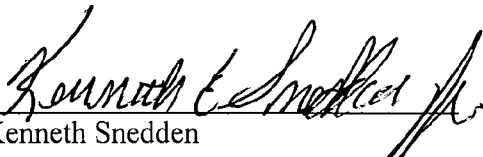


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	

VERIFICATION

Kenneth Snedden states that he is the defendant; that he is acquainted with the facts set forth in the foregoing Additional Defendant Complaint; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


Kenneth Snedden

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

GARY T. BOGLE,)
Plaintiff : No. 03-1699 CD
)
vs. :
)
KENNETH SNEDDEN, i/t/d/b/a KENNETH :
SNEDDEN CONTRACTING,)
Defendant :
)
vs. :
)
MARTY HRIN, d/b/a HRIN MASONRY, :
Additional Defendant)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Additional Defendant

Complaint was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,

on the 27th day of Jan., 2005 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohnhey, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN i/t/d/b/a
KENNETH SNEDDEN CONTRACTING
Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY
Additional Defendant

No. 03-1699 C.D.

Type of Pleading: Answer to
Additional Defendant Complaint
and New Matter

Filed on behalf of: Martin Hrin
d/b/a Hrin Masonry, Additional Defendant

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

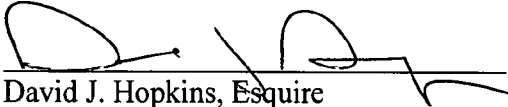
LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

You are hereby notified to plead
to the within pleading within
twenty (20) days of service thereof
or default judgment may be entered
against you.


David J. Hopkins, Esquire
Attorney for Defendant

6K
FILED *no cc*
m/1/13/05
FEB 15 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

ANSWER TO ADDITIONAL DEFENDANT COMPLAINT AND NEW MATTER

AND NOW, comes Additional Defendant, Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, The Hopkins Heltzel LLP and files and Answer to the Additional Defendant Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. All concrete and masonry services performed by Additional Defendant Martin Hrin and Hrin Masonry were completed in a quality workmanship like manner using materials appropriate for the job.

6. Denied. All concrete and masonry services performed by Additional Defendant Martin Hrin and Hrin Masonry were completed in a quality workmanship like manner using materials appropriate for the job.

7. Denied.

WHEREFORE, Additional Defendant Martin Hrin d/b/a Hrin Masonry respectfully requests the Additional Defendant Complaint be dismissed with prejudice together with cost of suit.

NEW MATTER

AND NOW, comes Additional Defendant Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, Hopkins Heltzel LLP, and files the within New Matter and states as follows:

1. The claims of both Plaintiff, Gary T. Bogle, and Defendant, Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting, are barred against Martin Hrin under the theory of accord and satisfaction inasmuch as Plaintiff, Gary T. Bogle deducted \$500.00 from work completed by Additional Defendant, Martin Hrin.

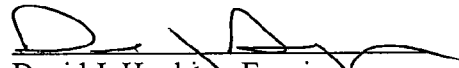
2. Plaintiff's, Gary T. Bogle, and Defendant's, Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting, claims against Martin Hrin are barred inasmuch as at all material times Martin Hrin followed the direction given to him by either Plaintiff, Gary T. Bogle, or Defendant, Kenneth Snedden. In particular, neither Bogle nor Snedden asked for a drain to be installed in the new section of the garage.

3. Plaintiff's and Defendant's claims are barred inasmuch as all work completed by Martin Hrin was completed in a workmanship like manner and within specifications commonly accepted in the concrete industry.

4. Plaintiff's and Defendant's claims against Martin Hrin are barred inasmuch as Martin Hrin was not given the opportunity to cure any defects in workmanship.

Respectfully submitted,

Hopkins Heltzel LLP

A handwritten signature in black ink, appearing to read 'D. Hopkins', with a long horizontal flourish extending to the right.

David J. Hopkins, Esquire
Attorney for Additional Defendant

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

Hrin Masonry

By: _____

Martin T. Hrin

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

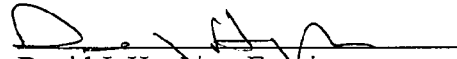
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Answer to Additional Defendant Complaint, filed on behalf of Martin Hrin d/b/a Hrin Masonry, was forwarded by first class mail, postage prepaid, on the 14th day of February, 2005, to all counsel of record, addressed as follows:

Joseph P. Green, Esquire
Lee, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA 16823-0179

Christopher E. Mohny, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

Toni M. Cherry, Esquire
Gleason, Cherry & Cherry LLP
1 N. Franklin Street
P.O. Box 505
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, i/d/t/b/a KENNETH
SNEDDEN CONTRACTING,

Defendant

: No. 03-1699 CD
: Type of Case: CIVIL
:
: Type of Pleading:
: Reply to New Matter Raised by
: Additional Defendant
:
: Filed on Behalf of: Kenneth Snedden,
: i/t/d/b/a Kenneth Snedden Contracting,
: Defendant
:
: Counsel of Record for this Party:
:
: JOSEPH P. GREEN, ESQUIRE
: Supreme Court No. 19238
:
: LEE, GREEN & REITER, INC.
: 115 East High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769
:
: JURY TRIAL DEMANDED

FILED
611 7/1:41:57
FEB 28 2005
William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

ORIGINAL DEFENDANT'S REPLY TO NEW MATTER
RAISED BY ADDITIONAL DEFENDANT

Original Defendant hereby responds to the New Matter raised by Additional Defendant as follows:

1. Denied. The averments contain conclusions of law to which no specific response is required. In any event, no accord and satisfaction occurred in terms of the issues raised in the theory of joinder asserted by Original Defendant.

2 and 3. Denied as stated. It is believed that neither Original Defendant nor Additional Defendant are liable to Plaintiff in this matter from the standpoint of the claims being made by that party. However, should the Plaintiff prevail with respect to any aspect of the work which was performed by Additional Defendant, the Original Defendant has asserted the causes of action set forth in the Additional Defendant Complaint.

4. Denied. The averments constitute a conclusion of law to which no specific response is required. In addition, the lack of an opportunity to cure a defect would not constitute a bar to the joinder.

WHEREFORE, it is respectfully requested that judgment be entered in favor of Original Defendant and against Additional Defendant.

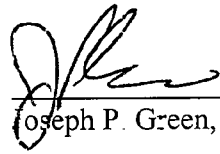
LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

STATEMENT RELATING TO ABSENCE OF VERIFICATION

The foregoing pleading needs no separate verification because it restates averments of fact and/or denials which already appear of record and which were previously verified by the responding party.

A handwritten signature in black ink, appearing to read 'J. P. Green', is written over a horizontal line.

Joseph P. Green, Esq.

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

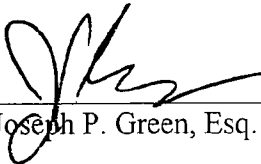
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Original Defendant's Reply to New Matter Raised by Additional Defendant was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 25 day of Feb, 2005 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohny, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801

David J. Hopkins, Esq.
Hopkins, Heltzel LLP
900 Beaver Drive
DuBois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE,	:	No. 03-1699 CD
Plaintiff	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading: Praecipe to List
	:	for Argument
KENNETH SNEDDEN, i/d/t/b/a KENNETH	:	
SNEDDEN CONTRACTING,	:	
Defendant	:	Filed on Behalf of: Kenneth Snedden,
	:	i/t/d/b/a Kenneth Snedden Contracting,
vs.	:	Defendant
	:	
MARTY HRIN, d/b/a HRIN MASONRY,	:	Counsel of Record for this Party:
Additional Defendant	:	
	:	JOSEPH P. GREEN, ESQUIRE
	:	Supreme Court No. 19238
	:	
	:	LEE, GREEN & REITER, INC.
	:	115 East High Street
	:	P.O. Box 179
	:	Bellefonte, PA 16823
	:	814-355-4769
	:	
	:	JURY TRIAL DEMANDED

FILED *no*
m/11:41/301 *cc*
MAR 18 2005 *GK*
William A. Shaw
Prothonotary/Clerk of Courts

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

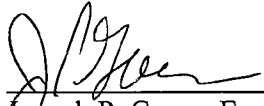
GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

PRAECIPE TO LIST FOR ARGUMENT

To the Prothonotary:

Please refer the Motion by Defendant Snedden to Compel Inspection of Property to the
Court Administrator for the scheduling of argument.

LEE, GREEN & REITER, INC.

By: 
Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street
PO Box 179
Bellefonte, PA 16823
814-355-4769

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

GARY T. BOGLE,)
Plaintiff : No. 03-1699 CD
)
vs. :
)
KENNETH SNEDDEN, i/t/d/b/a KENNETH :
SNEDDEN CONTRACTING,)
Defendant :
)
vs. :
)
MARTY HRIN, d/b/a HRIN MASONRY, :
Additional Defendant)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praecipe to List for

Argument was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania,

on the 17 day of March, 2005 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohny, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801

David J. Hopkins, Esq.
Hopkins, Heltzel LLP
900 Beaver Drive
DuBois, PA 15801



Joseph P. Green, Esq.

CS

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

GARY T. BOGLE,	:	No. 03-1699 CD
Plaintiff	:	Type of Case: CIVIL
	:	
vs.	:	Type of Pleading: Motion by Defendant
	:	Snedden to Compel Inspection of
KENNETH SNEDDEN, i/d/t/b/a KENNETH	:	Property
SNEDDEN CONTRACTING,	:	
Defendant	:	Filed on Behalf of: Kenneth Snedden,
	:	i/t/d/b/a Kenneth Snedden Contracting,
vs.	:	Defendant
	:	
MARTY HRIN, d/b/a HRIN MASONRY,	:	Counsel of Record for this Party:
Additional Defendant	:	
	:	JOSEPH P. GREEN, ESQUIRE
	:	Supreme Court No. 19238
	:	
	:	LEE, GREEN & REITER, INC.
	:	115 East High Street
	:	P.O. Box 179
	:	Bellefonte, PA 16823
	:	814-355-4769
	:	
	:	JURY TRIAL DEMANDED

FILED *no cc*
MAR 18 2005
11:41 AM
William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

MOTION BY DEFENDANT SNEDDEN TO COMPEL
INSPECTION OF PROPERTY

The defendant in the above matter hereby makes the following motion:


1. The instant matter involves a claim for property damage as a result of alleged defective work relating to a construction project at a residential property. The plaintiff is the owner of the subject residence and the movant was one of the contractors.
2. The movant wishes to have this matter listed for an arbitration hearing but some additional discovery needs to be done in terms of having a view and inspection of the property.
3. For purposes of defending this action, it is critical for the defendant and his counsel to have the opportunity to visit the premises for the above purposes in order to observe present conditions, the alleged defective areas, etc. It is believed that the additional defendant has a similar interest and wishes to participate.

4. Attempts to schedule an inspection of the premises through plaintiff's counsel have not been successful. Said request was in written form as depicted in the attached Exhibit A and B.

5. Applicable discovery rules do provide for the right of a party to inspect, examine, and view things or property interests which are the subject of litigation. See, Pa. R.C.P. 4009.31, 4009.32, and 4019(a).

WHEREFORE, it is respectfully requested that an order be issued directing the plaintiff to make the subject premises available for reasonable inspection at a time within the next thirty days which is reasonably convenient for the parties and their counsel.

LEE, GREEN & REITER, INC.

By: 
Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

LEE, GREEN & REITER, INC.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

DONALD E. LEE
JOSEPH P. GREEN
DENNIS O. REITER
ROBERT A. MIX
JONATHAN D. GRINE

January 19, 2005

115 EAST HIGH STREET
POST OFFICE BOX 179
BELLEFONTE, PA. 16823-0179
(814) 355-4769
FAX (814) 355-5024
WWW.LMGRLAW.COM

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
P.O. Box 505
One North Franklin Street
DuBois, PA 15801

Re: Gary T. Bogle vs. Kenneth Snedden, i/t/d/b/a Kenneth Snedden Contracting
Our File: L-7773

Dear Ms. Cherry:

I do not believe that it is likely that the above case will settle. I have no authority which would allow the defendant to even approach the settlement demand which you had articulated a couple of months ago.

In order to move this case along, I would suggest that a praecipe be filed for purposes of listing the case for arbitration. You and I had discussed, on a couple of previous occasions, the fact that this matter would be an appropriate one for arbitration as opposed to trial. It also has occurred to me that I had joined an additional defendant by way of writ of summons in the past. I never did actually file a complaint and I will be attending to this in the next week or so.

Finally, I would like to have the opportunity to view the premises with my client. I am wondering whether you might be able to suggest a couple of dates that might be convenient and I can coordinate this with Mr. Bogle and Mr. Mohny.

Thank you.

Very truly yours,

LEE, GREEN & REITER, INC.

By: 
Joseph P. Green

JPG/cl



LEE, GREEN & REITER, INC.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

DONALD E. LEE
JOSEPH P. GREEN
DENNIS O. REITER
ROBERT A. MIX
JONATHAN D. GRINE

March 2, 2005

115 EAST HIGH STREET
POST OFFICE BOX 179
BELLEFONTE, PA 16823-0179
(814) 355-4769
FAX (814) 355-5024
WWW.LMGRLAW.COM

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
P.O. Box 505
One North Franklin Street
DuBois, PA 15801

Re: Gary T. Bogle vs. Kenneth Snedden, i/t/d/b/a Kenneth Snedden Contracting
Our File: L-7773


Dear Ms. Cherry:

I had previously written to you about having the opportunity to inspect the subject premises. I, as well as other counsel and my client, would like to visit the property within the next couple of weeks. Please do let me know when this may conveniently be done so that I might clear the arrangements with all other interested parties.

Thank you.

Very truly yours,

LEE, GREEN & REITER, INC.

By: 
Joseph P. Green

JPG/cl

C: Christopher Mohny, Esq.
David Hopkins, Esq.
Mr. Kenneth Snedden



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

GARY T. BOGLE,)
Plaintiff : No. 03-1699 CD
)
vs. :
)
KENNETH SNEDDEN, i/t/d/b/a KENNETH :
SNEDDEN CONTRACTING,)
Defendant :
)
vs. :
)
MARTY HRIN, d/b/a HRIN MASONRY, :
Additional Defendant)

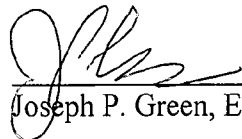
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Motion by Defendant Snedden to Compel Inspection of Property was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 17 day of March, 2005 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohny, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801

David J. Hopkins, Esq.
Hopkins, Heltzel LLP
900 Beaver Drive
DuBois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	

PROPOSED ORDER

AND NOW, this ____ day of _____, 2005, upon consideration of the Motion by Defendant Snedden to Compel Inspection of Property, it is hereby ordered and decreed that an inspection and view of the subject premises shall be permitted. Plaintiff is hereby directed to promptly cooperate with defense counsel in order to schedule a view and inspection to be held within 30 days of the date of this Order.

BY THE COURT:

J.

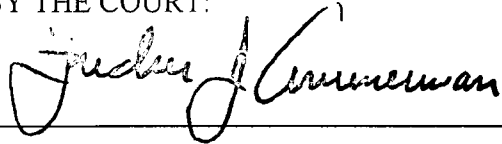
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

ORDER

AND NOW, this 22nd day of March, 2005, it is hereby ordered and decreed that argument will be held in connection with the attached Motion by Defendant Snedden to Compel Inspection of Property on April 25, 2005, at 10:00 o'clock, A m., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


J.

FILED 3cc
012:29/61
MAR 22 2005
Atty Green
GP

William A. Shaw
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE :
VS. : NO. 03-1699-CD
KENNETH SNEDDEN, i/d/t/b/a :
KENNETH SNEDDEN CONTRACTING :
VS. :
MARY HRIN, d/b/a HRIN MASONRY :

O R D E R

NOW, this 25th day of April, 2005, following argument relative the Motion by Defendant Snedden to Compel Inspection of Property, it is hereby ORDERED that inspection and review shall be permitted. Plaintiff is hereby directed to cooperate with Defense counsel in order to schedule view and inspection. Said inspection shall be held within no more than thirty (30) days from this date, and the inspection shall be held at such time that the Plaintiff is available, presumably at a time approximately 5:00 p.m. on a weekday.

Unless extraordinary circumstances should exist, the Court will not order any further inspection or view of the premises.

BY THE COURT:

Frederick J. Zimmerman

President Judge

FILED

APR 26 2005

William A. Shaw
Prothonotary/Clerk of Courts

cc Atty's:
T. Cherry
C. Mohney
S. Hopkins
J. Green

62

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, i/d/t/b/a KENNETH
SNEDDEN CONTRACTING,

Defendant

vs.

MARTY HRIN, d/b/a HRIN MASONRY,
Additional Defendant

: No. 03-1699 CD
: Type of Case: CIVIL
:
: Type of Pleading: Praecipe to List
: Case for Arbitration
:
: Filed on Behalf of: Kenneth Snedden,
: i/t/d/b/a Kenneth Snedden Contracting,
: Defendant
:
: Counsel of Record for this Party:
:
: JOSEPH P. GREEN, ESQUIRE
: Supreme Court No. 19238
:
: LEE, GREEN & REITER, INC.
: 115 East High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769
:
: JURY TRIAL DEMANDED

FILED
SEP 13 2005
m/4:00h
William A. Shaw
Prothonotary/Clerk of Courts
COPY to C/A

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


GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

PRAECIPE TO LIST CASE FOR ARBITRATION

To the Prothonotary:

Please list the above matter for arbitration.

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praecipe to List Case for Arbitration was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 6th day of Sept, 2005 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohny, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801

David J. Hopkins, Esq.
Hopkins, Heltzel LLP
900 Beaver Drive
DuBois, PA 15801



Joseph P. Green, Esq.

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

03-1699 CD
CASE NUMBER

DATE PRESENTED 9/9/05

TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint
Filed: 11/14/03

() Jury () Non-Jury
(X) Arbitration

2 ~~days~~/hours

PLAINTIFF(S)

GARY T. BOGLE

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING

()

ADDITIONAL DEFENDANT(S)

MARTY HRIN d/b/a HRIN MASONRY

()

JURY DEMAND FILED BY: N/A

DATE JURY DEMAND FILED:
N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

Less than \$25,000.00

N/A

More than

&

() 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 P. Green, atty for Deft Snedden

Toni M. Cherry, Esquire

814-371-5800

FOR THE PLAINTIFF

TELEPHONE NUMBER

Joseph P. Green, Esquire

814-355-4769

FOR THE DEFENDANT

TELEPHONE NUMBER

David J. Hopkins, Esquire

814-375-0300

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

CA

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

GARY T. BOGLE,
Plaintiff

vs.

KENNETH SNEDDEN, i/t/d/b/a
KENNETH SNEDDEN CONTRACTING,
Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY,
Additional Defendant

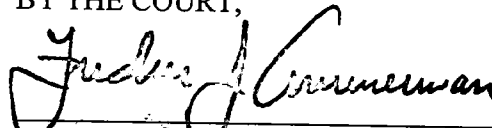
*
*
*
*
*
*
*
*

NO. 03-1699-CD


ORDER

NOW, this 21st day of September, 2005, the Court being in receipt of a Motion to Remove Case from Arbitration List submitted by counsel for Additional Defendant, Martin Hrin, d/b/a Hrin Masonry; it is the ORDER of this Court that said Motion be and is hereby DENIED. This case will not be scheduled for arbitration until at the earliest February 2006 thus allowing sufficient time for additional pleadings and motions to be filed.

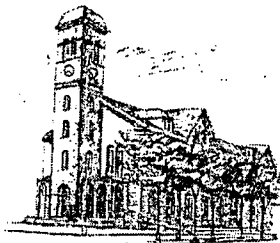
BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED  1cc Atty's:
Hopkins
09:58 AM Motney
SEP 23 2005 T. Cherry

William A. Shaw
Prothonotary, Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

_____ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☒ Plaintiff(s)/Attorney(s)

☒ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

GARY T. BOGLE,

Plaintiff

vs.

No. 03-1699 C.D.

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING

Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY

Additional Defendant

ORDER

AND NOW, this ____ day of _____, 2005, the above captioned matter is
removed from the arbitration list.

BY THE COURT,

JUDGE

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

ORDER

AND NOW, this _____ day of _____, 2005, upon consideration of the foregoing Motion to Remove Case from Arbitration List, filed on behalf of Martin Hrin d/b/a Hrin Masonry, it is hereby ordered that:

1. A Rule is issued upon the Respondents to show cause why the moving party is not entitled to the relief requested;
2. The Respondent shall file an answer to the motion within _____ days of this date;
3. The Motion shall be decided under Pa.R.C.P. 206.7;
4. Depositions and all other discovery shall be completed within _____ days of this date;
5. An evidentiary hearing on disputed issues of material fact shall be held on _____, in the Clearfield County Courthouse, Clearfield, Pennsylvania, in Courtroom No. _____;

6. Argument shall be held on _____, in Courtroom No. _____ of the Clearfield County Courthouse; and

7. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,

JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN i/t/d/b/a
KENNETH SNEDDEN CONTRACTING
Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY
Additional Defendant

No. 03-1699 C.D.

Type of Case: Civil

Type of Pleading: Motion to Remove
Case from Arbitration List

Filed on behalf of: Martin Hrin
d/b/a Hrin Masonry, Additional Defendant

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire

Attorney at Law

Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE

Attorney at Law

Supreme Court No. 83998

900 Beaver Drive

DuBois, Pennsylvania 15801

(814) 375-0300

Dated: _____

FILED No CC
019:56301
SEP 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

MOTION TO REMOVE CASE FROM ARBITRATION LIST

AND NOW, comes Additional Defendant, Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, Hopkins Heltzel LLP and files the within Motion to remove the above captioned matter from the Arbitration List and in support thereof, Petitioner says as follows:

1. Petitioner is Martin Hrin.
2. Respondent is Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting.
3. On November 14, 2003, Plaintiff, Gary T. Bogle, filed a Complaint alleging various construction defects by Defendant, Kenneth Snedden.
4. On or about January 27, 2005, Respondent filed an Additional Defendant Complaint naming Martin Hrin as an Additional Defendant.
5. In February 2005, Petitioner, Martin Hrin, filed an Answer and New Matter to the Additional Defendant Complaint. Therein, Petitioner filed New Matter

alleging accord and satisfaction in that "Plaintiff, Gary T. Bogle, deducted \$500.00 from work completed by Additional Defendant, Martin Hrin".

6. On July 20, 2005, the deposition of Gary T. Bogle was taken wherein he denied deducting \$500.00 from work completed by Additional Defendant, Martin Hrin, but testified Respondent, Kenneth Snedden, deducted \$500.00 from money due Additional Defendant, Martin Hrin.

7. With the above noted information, it is necessary for Petitioner to file Amended New Matter alleging the claims of Kenneth Snedden are barred under the theory of Accord and Satisfaction inasmuch as Kenneth Snedden deducted \$500.00 from work completed by Martin Hrin in full satisfaction of all claims raised by Plaintiff, Gary T. Bogle against Martin Hrin.

8. Your Petitioner recently prepared a Motion to Amend Answer to Additional Defendant Complaint and New Matter and has served all parties requesting their consent pursuant to the local Clearfield County Rules of Civil Procedure.

9. Inasmuch as additional pleadings will be filed, the matter is not yet ready for arbitration.

10. In addition thereto, following the filing of an Amended Answer and New Matter, you Petitioner will file an Motion for Summary Judgment that will reduce the burden upon the Arbitrators.

11. For the reasons set forth herein, Petitioner respectfully requests the Court to remove the above captioned matter from the arbitration list.

WHEREFORE, Petitioner respectfully requests this Honorable Court grant
Petitioner, Martin Hrin's, request to remove the above case from the arbitration list.

Respectfully submitted,

Hopkins Heltzel LLP

A handwritten signature in black ink, appearing to read 'David J. Hopkins', written over a horizontal line.

David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Motion to Remove Case from Arbitration List, filed on behalf of Martin Hrin d/b/a Hrin Masonry, was forwarded by first class mail, postage prepaid, on the ____ day of September, 2005, to all counsel of record, addressed as follows:

Joseph P. Green, Esquire
Lee, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA 16823-0179

Christopher E. Mohny, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

Toni M. Cherry, Esquire
Gleason, Cherry & Cherry LLP
1 N. Franklin Street
P.O. Box 505
DuBois, PA 15801

David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,

Plaintiff

vs.

No. 03-1699 C.D.

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING

Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY

Additional Defendant

FILED

OCT 03 2005

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 29th day of September, 2005, upon consideration of the foregoing Motion to Amend Answer to Additional Defendant Complaint and New Matter, filed on behalf of Martin Hrin d/b/a Hrin Masonry, it is hereby ordered that:

1. A Rule is issued upon the Respondents to show cause why the moving party is not entitled to the relief requested;
2. The Respondent shall file an answer to the motion within 30 days of this date;
3. The Motion shall be decided under Pa.R.C.P. 206.7;
4. Depositions and all other discovery shall be completed within 60 days of this date;
5. An evidentiary hearing on disputed issues of material fact shall be held on December 5, 2005, 9:00 a.m. in the Clearfield County Courthouse, Clearfield,

Pennsylvania, in Courtroom No. 1;

6. Argument shall be held on December 5, 2005, 9:00 a.m., in Courtroom No. 1 of the Clearfield County Courthouse; and

7. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,

A handwritten signature in cursive script, appearing to read "Frederick J. Zimmerman", is written over a horizontal line.

JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING

Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY

Additional Defendant

No. 03-1699 C.D.

Type of Case: Civil

Type of Pleading: Motion to Amend
Answer to Additional Defendant
Complaint and New Matter

Filed on behalf of: Martin Hrin
d/b/a Hrin Masonry, Additional Defendant

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

Dated: 9-27-05

FILED
11:57 AM
SEP 27 2005
REC
Att
Hopkins
William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

MOTION TO AMEND ANSWER TO ADDITIONAL DEFENDANT
COMPLAINT AND NEW MATTER

AND NOW, comes Additional Defendant, Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, Hopkins Heltzel LLP and files the within Motion to Amend Answer to Additional Defendant Complaint and New Matter as follows:

1. Petitioner is Martin Hrin. Respondent is Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting.
2. On November 14, 2003, Plaintiff, Gary T. Bogle, filed a Complaint alleging various construction defects by Defendant, Kenneth Snedden.
3. On or about January 27, 2005, Respondent filed an Additional Defendant Complaint naming Martin Hrin as an Additional Defendant.
4. In February 2005, Petitioner, Martin Hrin, filed an Answer and New Matter to the Additional Defendant Complaint. Therein, Petitioner filed New Matter

alleging accord and satisfaction in that "Plaintiff, Gary T. Bogle, deducted \$500.00 from work completed by Additional Defendant, Martin Hrin".

5. On July 20, 2005, the deposition of Gary T. Bogle was taken wherein he denied deducting \$500.00 from work completed by Additional Defendant, Martin Hrin, but testified Respondent, Kenneth Snedden, deducted \$500.00 from money due Additional Defendant, Martin Hrin.

6. With the above noted information, it is necessary for Petitioner to file Amended New Matter alleging the claims of Kenneth Snedden are barred under the theory of Accord and Satisfaction inasmuch as Kenneth Snedden deducted \$500.00 from work completed by Martin Hrin in full satisfaction of all claims raised by Plaintiff, Gary T. Bogle against Martin Hrin.

7. The New Matter shall read as follows:

5. The claims of both Plaintiff, Gary T. Bogle, and Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting, are barred against Martin Hrin under the theory of Accord and Satisfaction inasmuch as original Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting, agreed with Martin Hrin to deduct \$500.00 from money due Martin Hrin as full and final satisfaction of all claims by Plaintiff, Gary T. Bogle, and by Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting against Martin Hrin.

8. No prejudice shall be caused to any party as a result of this amendment.


9. Pa.R.C.P. 1033 authorizes amendments to pleadings. The Rules of Court provide that pleading shall be liberally amended.

10. The proposed Amended Answer to Additional Defendant Complaint and New Matter is attached as Exhibit "A".

WHEREFORE, Petitioner respectfully requests this Honorable Court grant
Petitioner, Martin Hrin, authorization to file amended New Matter in the above captioned
case.

Respectfully submitted,

Hopkins Heltzel LLP


David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING
Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY

Additional Defendant

No. 03-1699 C.D.

Type of Pleading: Amended Answer
to Additional Defendant Complaint
and New Matter

Filed on behalf of: Martin Hrin
d/b/a Hrin Masonry, Additional Defendant

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

NOTICE TO PLEAD

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

You are hereby notified to plead
to the within pleading within
twenty (20) days of service thereof
or default judgment may be entered
against you.

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

David J. Hopkins, Esquire
Attorney for Defendant

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

AMENDED ANSWER TO ADDITIONAL DEFENDANT
COMPLAINT AND NEW MATTER

AND NOW, comes Additional Defendant, Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, The Hopkins Heltzel LLP and files an Amended Answer to the Additional Defendant Complaint and New Matter as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. All concrete and masonry services performed by Additional Defendant Martin Hrin and Hrin Masonry were completed in a quality workmanship like manner using materials appropriate for the job.

6. Denied. All concrete and masonry services performed by Additional Defendant Martin Hrin and Hrin Masonry were completed in a quality workmanship like manner using materials appropriate for the job.

7. Denied.

WHEREFORE, Additional Defendant Martin Hrin d/b/a Hrin Masonry respectfully requests the Additional Defendant Complaint be dismissed with prejudice together with cost of suit.

NEW MATTER

AND NOW, comes Additional Defendant Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, Hopkins Heltzel LLP, and files the within New Matter and states as follows:

1. The claims of both Plaintiff, Gary T. Bogle, and Defendant, Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting, are barred against Martin Hrin under the theory of accord and satisfaction inasmuch as Plaintiff, Gary T. Bogle deducted \$500.00 from work completed by Additional Defendant, Martin Hrin.

2. Plaintiff's, Gary T. Bogle, and Defendant's, Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting, claims against Martin Hrin are barred inasmuch as at all material times Martin Hrin followed the direction given to him by either Plaintiff, Gary T. Bogle, or Defendant, Kenneth Snedden. In particular, neither Bogle nor Snedden asked for a drain to be installed in the new section of the garage.

3. Plaintiff's and Defendant's claims are barred inasmuch as all work completed by Martin Hrin was completed in a workmanship like manner and within specifications commonly accepted in the concrete industry.

4. Plaintiff's and Defendant's claims against Martin Hrin are barred inasmuch as Martin Hrin was not given the opportunity to cure any defects in workmanship.

5. The claims of both Plaintiff, Gary T. Bogle, and Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting, are barred against Martin Hrin under the theory of Accord and Satisfaction inasmuch as original Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting, agreed with Martin Hrin to deduct \$500.00 from money due Martin Hrin as full and final satisfaction of all claims by Plaintiff, Gary T. Bogle, and by Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting against Martin Hrin.

Respectfully submitted,

Hopkins Heltzel LLP

David J. Hopkins, Esquire
Attorney for Additional Defendant

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

Hrin Masonry

By: _____
Martin T. Hrin

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

GARY T. BOGLE,	:	
Plaintiff	:	
vs.	:	No. 03-1699 C.D.
KENNETH SNEDDEN	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
vs.	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

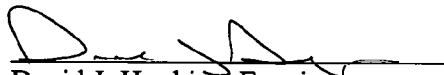
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Motion to Amend Answer to Additional Defendant Complaint and New Matter, filed on behalf of Martin Hrin d/b/a Hrin Masonry, was forwarded by first class mail, postage prepaid, on the 27th day of September, 2005, to all counsel of record, addressed as follows:

Joseph P. Green, Esquire
Lee, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA 16823-0179

Christopher E. Mohnery, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

Toni M. Cherry, Esquire
Gleason, Cherry & Cherry LLP
1 N. Franklin Street
P.O. Box 505
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Additional Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

GARY T. BOGLE,
Plaintiff

vs.

No. 03-1699 C.D.

KENNETH SNEDDEN i/t/d/b/a
KENNETH SNEDDEN CONTRACTING
Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY
Additional Defendant

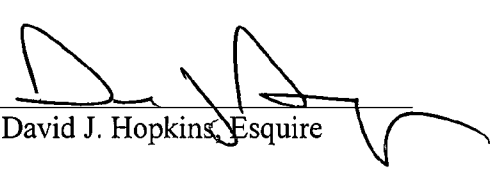
CERTIFICATE

I, David J. Hopkins, Esquire, certify that pursuant to the Clearfield County Local Rules did provide notice of the proposed motion upon my adversaries. Attorneys for Kenneth Snedden, Joseph P. Green, Esquire, and Christopher E. Mohney, Esquire, do not object to the proposed Motion to Amend. No response was received by Toni M. Cherry, Esquire.

HOPKINS HELTZEL LLP

Dated: 9-27-05

By:


David J. Hopkins, Esquire

FILED

SEP 27 2005

William A. Shaw
Prothonotary/Clerk of Courts

100
d/1:5031
Atty Hopkins

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

GARY T. BOGLE,
Plaintiff

vs.

KENNETH SNEDDEN, ind. and t/d/b/a
KENNETH SNEDDEN CONTRACTING,
Defendant

*
*
*
*
*
*

NO. 03-1699-CD

ORDER

NOW, this 19th day of October, 2005, due to a conflict, the Evidentiary
Hearing scheduled for December 5, 2005 at 9:00 a.m. has been re-scheduled to
the **5th day of December, 2005 at 11:00 a.m.** in Courtroom No. 1 of the Clearfield
County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

012:39
OCT 20 2005

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty's: T. Cherry
Mohney
J. Green
Hopkins



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

_____ You are responsible for serving all appropriate parties.

X_____ The Prothonotary's office has provided service to the following parties:

X_____ Plaintiff(s)/Attorney(s)

X_____ Defendant(s)/Attorney(s)

_____ Other

_____ Special Instructions:

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

GARY T. BOGLE,

Plaintiff

vs.

No. 03-1699 C.D.

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING

Defendant

vs.

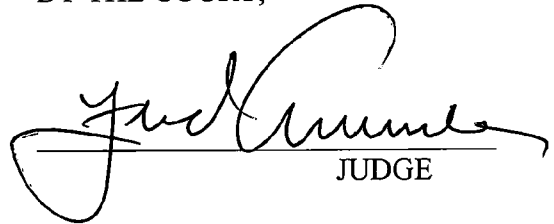
MARTY HRIN d/b/a HRIN MASONRY

Additional Defendant

ORDER

AND NOW, this 5th day of December, 2005, Additional Defendant, Marty Hrin d/b/a Hrin Masonry's Motion to Amend Answer to Additional Defendant's Complaint and New Matter is granted. Marty Hrin d/b/a Hrin Masonry shall file an amended Answer to Additional Defendant's Complaint and New Matter within twenty (20) days of the date of this Order.

BY THE COURT,


JUDGE

FILED 402
DEC 05 2005
William A. Shaw
Prothonotary/Clerk of Courts
HOPKINS
60

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

GARY T. BOGLE,
Plaintiff

vs.

KENNETH SNEDDEN i/t/d/b/a
KENNETH SNEDDEN CONTRACTING
Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY
Additional Defendant

No. 03-1699 C.D.

Type of Pleading: Amended Answer
to Additional Defendant Complaint
and New Matter

Filed on behalf of: Martin Hrin
d/b/a Hrin Masonry, Additional Defendant

Counsel of Record for this party:
HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519


LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

You are hereby notified to plead
to the within pleading within
twenty (20) days of service thereof
or default judgment may be entered
against you.


David J. Hopkins, Esquire
Attorney for Defendant

FILED ^{NO} _{cc}
0/3/13 874
DEC 22 2005 ^{CR}
William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,	:	
Plaintiff	:	
vs.	:	No. 03-1699 C.D.
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
vs.	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

AMENDED ANSWER TO ADDITIONAL DEFENDANT
COMPLAINT AND NEW MATTER

AND NOW, comes Additional Defendant, Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, The Hopkins Heltzel LLP and files an Amended Answer to the Additional Defendant Complaint and New Matter as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. All concrete and masonry services performed by Additional Defendant Martin Hrin and Hrin Masonry were completed in a quality workmanship like manner using materials appropriate for the job.

6. Denied. All concrete and masonry services performed by Additional Defendant Martin Hrin and Hrin Masonry were completed in a quality workmanship like manner using materials appropriate for the job.

7. Denied.

WHEREFORE, Additional Defendant Martin Hrin d/b/a Hrin Masonry respectfully requests the Additional Defendant Complaint be dismissed with prejudice together with cost of suit.

NEW MATTER

AND NOW, comes Additional Defendant Martin Hrin d/b/a Hrin Masonry, by and through his attorneys, Hopkins Heltzel LLP, and files the within New Matter and states as follows:

1. The claims of both Plaintiff, Gary T. Bogle, and Defendant, Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting, are barred against Martin Hrin under the theory of accord and satisfaction inasmuch as Plaintiff, Gary T. Bogle deducted \$500.00 from work completed by Additional Defendant, Martin Hrin.

2. Plaintiff's, Gary T. Bogle, and Defendant's, Kenneth Snedden, i/t/d/b/a/ Kenneth Snedden Contracting, claims against Martin Hrin are barred inasmuch as at all material times Martin Hrin followed the direction given to him by either Plaintiff, Gary T. Bogle, or Defendant, Kenneth Snedden. In particular, neither Bogle nor Snedden asked for a drain to be installed in the new section of the garage.

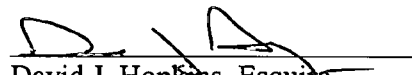
3. Plaintiff's and Defendant's claims are barred inasmuch as all work completed by Martin Hrin was completed in a workmanship like manner and within specifications commonly accepted in the concrete industry.

4. Plaintiff's and Defendant's claims against Martin Hrin are barred inasmuch as Martin Hrin was not given the opportunity to cure any defects in workmanship.

5. The claims of both Plaintiff, Gary T. Bogle, and Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting, are barred against Martin Hrin under the theory of Accord and Satisfaction inasmuch as original Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting, agreed with Martin Hrin to deduct \$500.00 from money due Martin Hrin as full and final satisfaction of all claims by Plaintiff, Gary T. Bogle, and by Defendant, Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting against Martin Hrin.

Respectfully submitted,

Hopkins Heltzel LLP


David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

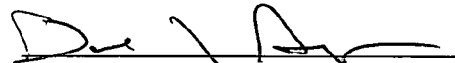
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Amended Answer to Additional Defendant Complaint, filed on behalf of Martin Hrin d/b/a Hrin Masonry, was forwarded by first class mail, postage prepaid, on the 26th day of December, 2005, to all counsel of record, addressed as follows:

Joseph P. Green, Esquire
Lee, Green & Reiter, Inc.
115 East High Street
P.O. Box 179
Bellefonte, PA 16823-0179

Christopher E. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

Toni M. Cherry, Esquire
Gleason, Cherry & Cherry LLP
1 N. Franklin Street
P.O. Box 505
DuBois, PA 15801


David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, i/d/t/b/a KENNETH
SNEDDEN CONTRACTING,

Defendant

vs.

MARTY HRIN, d/b/a HRIN MASONRY,
Additional Defendant

: No. 03-1699 CD
: Type of Case: CIVIL
:
: Type of Pleading: Reply to Amended
: New Matter
:
: Filed on Behalf of: Kenneth Snedden,
: i/t/d/b/a Kenneth Snedden Contracting,
: Defendant
:
: Counsel of Record for this Party:
:
: JOSEPH P. GREEN, ESQUIRE
: Supreme Court No. 19238
:
: LEE, GREEN & REITER, INC.
: 115 East High Street
: P.O. Box 179
: Bellefonte, PA 16823
: 814-355-4769
:
: JURY TRIAL DEMANDED

FILED ^{NO} CC
mjl:25/01
FEB 09 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

DEFENDANT SNEDDEN'S REPLY TO AMENDED NEW MATTER


Defendant Kenneth Snedden, i/t/d/b/a Kenneth Snedden Contracting hereby replies to the Amended New Matter filed by Additional Defendant Marty Hrin as follows:

1 through 4. The responding party hereby incorporates by reference the responses and denials filed in his initial Reply to Paragraphs 1 through 4 of Additional Defendant Hrin's New Matter, said Reply having been filed on or about February 28, 2005.

5. Denied. The averments constitute a conclusion of law to which no specific response is required. In any event, the averments are denied. In addition, it is asserted that an accord and satisfaction did not occur. No intention or understanding of a legally binding nature existed which contemplated a full and final satisfaction, release, or extinguishment of liability.

WHEREFORE, it is respectfully requested that judgment be entered in favor of Defendant Kenneth Snedden i/t/d/b/a Kenneth Snedden Contracting in all respects.

LEE, GREEN & REITER, INC.

By: 

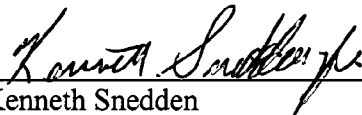
Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,	)	JURY TRIAL DEMANDED
Defendant	:	

VERIFICATION

Kenneth Snedden states that he is the defendant; that he is acquainted with the facts set forth in the foregoing ^{*Amended*} Reply to New Matter; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



Kenneth Snedden

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendant Snedden's Reply to Amended New Matter was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 8 day of Feb, 2006 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohny, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801

David J. Hopkins, Esq.
Hopkins, Heltzel LLP
900 Beaver Drive
DuBois, PA 15801



Joseph P. Green, Esq.

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

GARY T. BOGLE

vs.

KENNETH SNEDDEN, i/d/t/b/a
KENNETH SNEDDEN CONTRACTING

vs.

MARTY HRIN, d/b/a HRIN MASONRY

:
:
: No. 03-1699-CD
:
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:

FILED
Chomicki
FEB 28 2006

William A. Shaw
Prothonotary/Clerk of Courts
8 CC CIA *CS*

ORDER

NOW, this 27 day of February, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, April 18, 2006 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

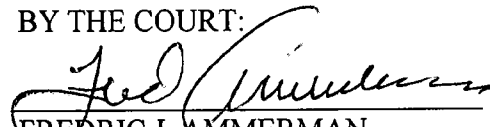
Ann B. Wood, Chairman

Warren B. Mikesell, II, Esquire

Jennifer L. Shaw, Esquire

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

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

NO. 03-1699 C.D.

Type of Case: CIVIL

Type of Pleading: PRAECIPE FOR
EXPEDITED DISPOSITION OF MOTION

Filed on Behalf of: DEFENDANT
KENNETH SNEDDEN

Counsel of Record:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO. 63494

90 BEAVER DRIVE
SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

FILED ^{NO} _{cc}
d12:5480
MAR 14 2006 _{CR}

William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

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NO. 03-1699 C.D.

PRAECIPE FOR EXPEDITED DISPOSITION OF MOTION

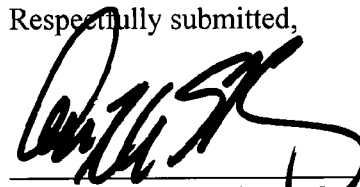
TO: DAVID S. MEHOLICK, COURT ADMINISTRATOR

Expedited disposition of the attached Motion is requested for the following reasons:

1. An Arbitration is scheduled to occur on Tuesday, April 18, 2006, at 9:00 o'clock a.m.

Respectfully submitted,

By:



Christopher E. Mohnes Esquire
Attorney for Defendant
Kenneth Snedden

FOR COURT ADMINISTRATOR ACTION ONLY

____ MOTION OR PETITION ASSIGNED TO JUDGE
____ COUNSEL FOR MOVING PARTY NOTIFIED OF JUDICIAL ASSIGNMENT

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

: NO. 03-1699 C.D.
:
: Type of Case: CIVIL
:
: Type of Pleading: MOTION
: FOR VIEW OF PREMISES
:
: Filed on Behalf of: DEFENDANT
:
: Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO. 63494
:
: 90 BEAVER DRIVE
: SUITE 111B
: DUBOIS, PA 15801
: (814) 375-1044

FILED *no ce*
0/12:5561
MAR 14 2006
William A. Shaw
Prothonotary/Clerk of Courts

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

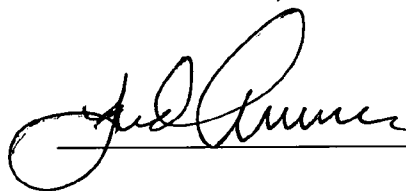
NO. 03-1699 C.D.

ORDER

AND NOW, this 13 day of March, 2006, upon consideration of the foregoing Motion, it is hereby ORDERED that:

1. Argument shall be held on the 3rd day of April, 2006, at 9:30 o'clock, A. M. in Courtroom No. 1 of the Clearfield County Courthouse;
2. Notice of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT,



FILED 4cc

01/12:55 PM
MAR 14 2006

William A. Shaw
Prothonotary/Clerk of Courts

Any Mohnrey

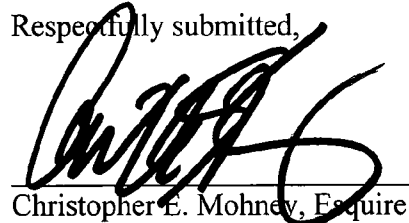
1. This action arises from allegations of Plaintiff that Defendant improperly constructed/remodeled portions of Plaintiff's home located in the City of DuBois.
2. An Arbitration Hearing has been scheduled for Tuesday, April 18, 2006, at 9:00 o'clock a.m.
3. Defendant has denied performing in anything other than a proper, workmanlike and professional manner.

4. The Arbitration Panel would be materially assisted by inspecting the location and premises subject of the lawsuit.
5. While not in evidence in and of itself, a view by the Arbitration Panel would assist it in understanding the anticipated testimony of the expected witnesses, expert in fact, who will testify as the nature of the construction in question.
6. In an effort to comply with Local Rule 208.2(d) and (e), attached hereto and marked Exhibit "A" collectively are letters to opposing counsel requesting concurrence to the proposed view.
7. The undersigned has not received a response to his letter from either Attorney Hopkins or Attorney Cherry.

WHEREFORE, Defendant, Snedden, respectfully requests that the Arbitration Panel be ordered, at such time during the hearing of this action as the Arbitration Panel may deem proper, be taken to view the premises subject of this lawsuit.

Respectfully submitted,

By:



Christopher E. Mohnen, Esquire
Attorney for Defendant

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

February 20, 2006

Toni M. Cherry, Esquire
Gleason, Cherry and Cherry, L.L.P.
P.O. Box 505
One North Franklin Street
DuBois, PA 15801

David J. Hopkins, Esquire
Hopkins Heltzel, L.P.
900 Beaver Drive
DuBois, PA 15801

**RE: Gary T. Bogle vs. Kenneth Snedden, i/t/d/b/a Kenneth Snedden
Contracting, Marty Hrin d/b/a Hrin Masonry
No. 03-1699-C.D.**

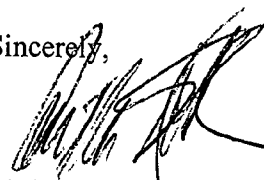
Dear Toni and Dave:

Attorney Green and I would like for the Arbitration Panel to view the premises in advance of the Arbitration Hearing that is scheduled to occur on Tuesday, April 18, 2006, at 9:00 o'clock a.m. Moreover, our hope was that all parties in interest and their counsel could meet at a designated location in DuBois the morning of the Arbitration, and proceed to view the Bogle residence, and then have the Arbitration at somebody's office in DuBois

Pursuant to Clearfield County Local Rule 208.2(d), I am seeking concurrence from all opposing counsel regarding agreement to the proposed view. If I fail to hear back from both of you within seven (7) calendar days from date of this letter, I will assume that you do not concur and will proceed to Motion the Court in accordance with the expedited deposition local Rules of Court.

Thank you.

Sincerely,



Christopher E. Mohney
Attorney at Law

CEM:sms

cc: Joseph P. Green, Esquire
Kenneth Snedden



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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

:
:
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:

NO. 03-1699 C.D.

ORDER

AND NOW, this ____ day of _____, 2006, upon consideration of Defendant Snedden's Motion for View of Premises, and Plaintiff and additional Defendant's response, and it appearing that the hearing of this action will be materially served thereby, it is ordered that the Arbitration Panel sworn to try this case shall at an appropriate time during the course of the hearing view the Plaintiff's premises.

BY THE COURT,

Frederic J. Ammerman, President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - 1699 C.D.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING, and MARTY HRIN,

t/d/b/a HRIN MASONRY,

Defendant

ORDER

AND NOW, this 29th day of March, 2006, in consideration of the reasons set forth by

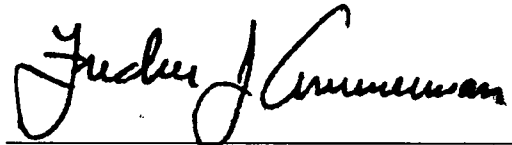
Plaintiff's counsel in the Motion for Continuance, said Motion is hereby granted and argument

on Defendant's Motion for View of Premises is rescheduled to the 7th day of

April, 2006, at 10:30 o'clock A M., in Courtroom No. 1 of the Clearfield

County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



President Judge

FILED

MAR 29 2006

012:20/ma

William A. Shaw

Prothonotary/Clerk of Courts

FAKED COPIES TO

HAND DEL. TO CHERRY

MAILED SENT TO ALL PARTIES

HOPKINS
MORRIS
&
GREEN

Transmission Report

Date/Time 03-29-2006 03:31:31 p.m. Transmit Header Text COURT ADMINISTRATOR
Local ID 1 8147657649 Local Name 1 fax
Local ID 2 Local Name 2

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"



OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

RONDA WISOR
DEPUTY COURT ADMINISTRATOR

FACSIMILE MESSAGE

TO: COMPANY _____
Attn: David Hopkins Esq
FROM: The Prothonotary
RE: Order
DATE: 3-29-06
No. of Page(s) in Message 2

Total Pages Scanned : 2

Total Pages Confirmed : 2

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	164	Dell	03:29:06 p.m. 03-29-2006	00:01:23	2/2	1	G3	HS	CP12000

Abbreviations:

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report
			G3: Group 3
			EC: Error Correct

Transmission Report

Date/Time 03-29-2006 03:29:38 p.m. Transmit Header Text COURT ADMINISTRATOR
Local ID 1 8147657649 Local Name 1 fax
Local ID 2 Local Name 2

This document : Confirmed
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OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

RONDA WISOR
DEPUTY COURT ADMINISTRATOR

FACSIMILE MESSAGE

TO: COMPANY _____
Attn: Christopher Mahany Esq
FROM: The Prothonotary
RE: Order
DATE: 3-29-06
No. of Page(s) in Message 2

Total Pages Scanned : 2

Total Pages Confirmed : 2

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001	162	814 375 1088	03:28:37 p.m. 03-29-2006	00:00:23	2/2	1	EC	HS	CP26400

Abbreviations:

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HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	RP: Report
			G3: Group 3
			EC: Error Correct

Transmission Report

Date/Time 03-29-2006 03:28:46 p.m.
Local ID 1 8147657649
Local ID 2

Transmit Header Text COURT ADMINISTRATOR
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Local Name 2

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OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

RONDA WISOR
DEPUTY COURT ADMINISTRATOR

FACSIMILE MESSAGE

TO: COMPANY _____
Attn: Joseph Green
FROM: The Prothonotary
RE: Order
DATE: 3-29-06
No. of Page(s) in Message 2

Total Pages Scanned : 2

Total Pages Confirmed : 2

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
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Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
CP: Completed
FA: Fail

TU: Terminated by user
TS: Terminated by system
RP: Report
G3: Group 3
EC: Error Correct

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - 1699 C.D.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING, and MARTY HRIN,

t/d/b/a HRIN MASONRY,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of March, 2006, a true and correct copy of Plaintiff's Motion for Continuance was served upon the following persons by both facsimile transmission and by mailing the same to them by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOSEPH P. GREEN, ESQ.

Lee, Green & Reiter, Inc.

Attorneys at Law

115 East High Street

P. O. Box 179

Bellefonte, PA 16823

Fax No.: (814) 355-5024

CHRISTOPHER E. MOHNEY, ESQ.

Attorney at Law

90 Beaver Drive, Suite 111B

DuBois, PA 15801

Fax No.: (814) 375-1088

DAVID J. HOPKINS, ESQ.

Hopkins Heltzel LLP

Attorneys at Law

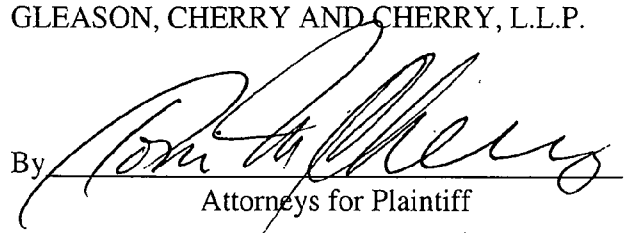
900 Beaver Drive

DuBois, PA 15801

Fax No.: (814) 375-5035

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Plaintiff

Dated: March 28, 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN, Individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN
t/d/b/a HRIN MASONRY,
Defendant

: No. 03 - 1699 C.D.

: Type of Case: CIVIL

: Type of Pleading: MOTION FOR
CONTINUANCE

: Filed on Behalf of: GARY T. BOGLE,
Plaintiff

: Counsel of Record for this Party:

: TONI M. CHERRY, ESQ.
Supreme Court No.: 30205

: GLEASON, CHERRY AND
CHERRY, L.L.P.
Attorneys at Law
P. O. Box 505
One North Franklin Street
DuBois, PA 15801

: (814) 371-5800

FILED

MAR 29 2006

0/2:20/11
William A. Shaw

Prothonotary/Clerk of Courts

No C/c @

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03 - 1699 C.D.
	:	
KENNETH SNEDDEN, Individually and	:	
t/d/b/a KENNETH SNEDDEN	:	
CONTRACTING, and MARTY HRIN,	:	
t/d/b/a HRIN MASONRY,	:	
Defendant	:	

MOTION FOR CONTINUANCE

TO THE HONORABLE FREDRIC J. AMMERMAN, PRESIDENT JUDGE OF SAID COURT:

AND NOW, comes the Plaintiff, GARY T. BOGLE, by and through his attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and moves Your Honorable Court for a continuance of the time scheduled for argument on Defendant's Motion for View of Premises and in support of which, avers the following:

1. That the above-captioned case is a suit against a contractor for unworkmanlike work and failure to perform other work required by a contract.
2. An arbitration hearing has been scheduled in the above-captioned matter for Tuesday, April 18, 2006, at 9:00 a.m.
3. Defendant, KENNETH SNEDDEN, Individually and t/d/b/a KENNETH SNEDDEN CONTRACTING, has filed a Motion for View of Plaintiff's Premises and an argument on the same is scheduled to be heard by Your Honorable Court on Monday, April 3, 2006, at 9:30 a.m. with one-half hour allotted for said argument.

4. That Plaintiff's counsel is required to be in Harrisburg on April 3, 2006, to argue a case before the Commonwealth Court commencing at 1:00 p.m.

5. That Plaintiff's counsel cannot attend an argument before Your Honorable Court on Monday morning, April 3rd, commencing at 9:30 a.m. and still be assured of having enough time to arrive in Harrisburg and find the appropriate building and be ready for argument in time for 1:00 p.m.

6. That Plaintiff has already permitted a view of his premises by the Defendants and has numerous photographs of all of the work and there has been extensive discovery conducted by all parties to enable them to adequately present a defense in this case without a view of the premises and; accordingly, Plaintiff most vigorously opposes the Motion as a waste of time and cost for the County and the arbitrators.

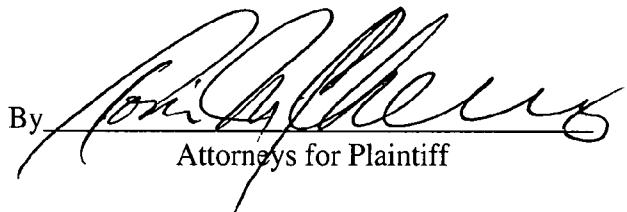
7. That Plaintiff's counsel wishes to present these arguments to the Court in opposition to the Motion but requires that the argument be changed to another time convenient for the Court and all other parties.

WHEREFORE, the undersigned respectfully requests Your Honorable Court to continue the argument scheduled for Monday, April 3, 2006, at 9:30 a.m. to a time and place convenient for the Court and all parties.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

A handwritten signature in black ink, appearing to be "John D. Cherry", written over a horizontal line.

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - 1699 C.D.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING, and MARTY HRIN,

t/d/b/a HRIN MASONRY,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of March, 2006, a true and correct copy of Plaintiff's Motion for Continuance was served upon the following persons by both facsimile transmission and by mailing the same to them by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOSEPH P. GREEN, ESQ.

Lee, Green & Reiter, Inc.

Attorneys at Law

115 East High Street

P. O. Box 179

Bellefonte, PA 16823

Fax No.: (814) 355-5024

CHRISTOPHER E. MOHNEY, ESQ.

Attorney at Law

90 Beaver Drive, Suite 111B

DuBois, PA 15801

Fax No.: (814) 375-1088

DAVID J. HOPKINS, ESQ.

Hopkins Heltzel LLP

Attorneys at Law

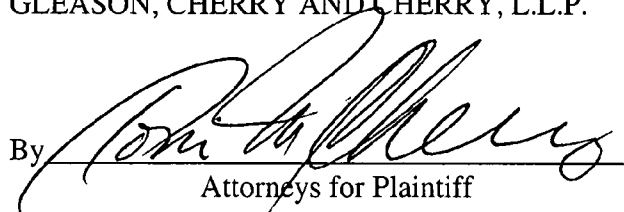
900 Beaver Drive

DuBois, PA 15801

Fax No.: (814) 375-5035

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Plaintiff

Dated: March 28, 2006

UP

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

NO. 03-1699 C.D.

FILED
01/10/07/01
APR 11 2006

4CC
Amy Mohney
(60)

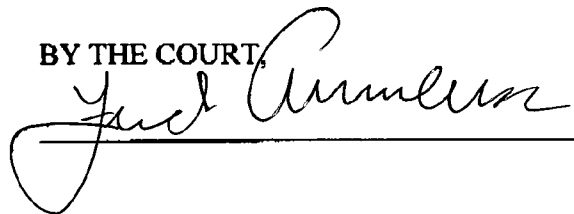
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 7th day of April, 2006, upon consideration of Defendant Snedden's Motion for View of Premises, and counsel for all parties consenting to the relief requested, it is hereby ORDERED that:

1. The panel of Arbitrators and the parties and their counsel of record shall view the premises of Plaintiff prior to the commencement of the arbitration scheduled for April 18, 2006 at 9:00 a.m., and neither Plaintiff Bogle or Defendant Hrin shall be assessed any costs of said view, other than their respective attorneys fees; and
2. The arbitration shall commence immediately after the view and shall be held at the Hopkins Heltzel Law Firm in DuBois, Pennsylvania.

BY THE COURT,



CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

April 6, 2006

VIA FACSIMILE ONLY (765-7649)

The Honorable Fredric J. Ammerman
Judges Chambers
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

RE: Gary T. Bogle vs. Kenneth Snedden, t/d/b/a Kenneth Snedden
Contracting and Marty Hrin, t/d/b/a Hrin Masonry
No. 2003-1699-CD

Dear Judge Ammerman:

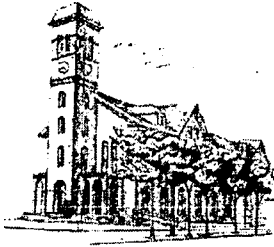
The attached Order has met the approval of Attorney Cherry and Attorney Hopkins. Please have four (4) blank copies made prior to your signing of the original. If the prothonotary could be requested to conform and certify for return to me the copies, I will see that the arbitrators are served copies.

Thank you.

Sincerely,


Christopher E. Mohney

cc: Toni Cherry, Esquire (Via fax only)
David J. Hopkins, Esquire (Via fax only)
Joseph Green, Esquire (Via fax only)



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/11/06

X You are responsible for serving all appropriate parties.

 The Prothonotary's office has provided service to the following parties:

 Plaintiff(s)/Attorney(s)

 Defendant(s)/Attorney(s)

 Other

 Special Instructions:

HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5 • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hopkinslaw@adelphia.net

April 11, 2006

Mr. David Meholick
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Re: Gary T. Bogle vs. Kenneth Snedden vs. Marty Hrin

Dear Mr. Meholick:

Enclosed herewith please find Arbitration Memorandum for the above captioned matter. By copy of this letter, I am forwarding same to all counsel and arbitrators of record.

Should you have any questions, please feel free to contact me.

Very truly yours,



David J. Hopkins
Attorney at Law

DJH/bjt

Enclosure

cc: Christopher E. Mohney, Esquire
Joseph P. Green, Esquire
Toni M. Cherry, Esquire
Ann B. Wood, Esquire
Warren B. Mikesell, II, Esquire
Jennifer L. Shaw, Esquire

RECEIVED

APR 11 2006

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

GARY T. BOGLE,

Plaintiff

vs.

KENNETH SNEDDEN i/t/d/b/a

KENNETH SNEDDEN CONTRACTING

Defendant

vs.

MARTY HRIN d/b/a HRIN MASONRY

Additional Defendant

No. 03-1699 C.D.

Type of Pleading: Arbitration
Memorandum

Filed on behalf of: Marty Hrin d/b/a
Hrin Masonry

Counsel of Record for this party:

HOPKINS HELTZEL LLP

David J. Hopkins, Esquire
Attorney at Law
Supreme Court No. 42519

Lea Ann Heltzel, Esquire
Attorney at Law
Supreme Court No. 83998

900 Beaver Drive
DuBois, PA 15801
(814) 375-0300

RECEIVED

2006

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

ARBITRATION MEMORANDUM

AND NOW, comes Additional Defendant, Marty Hrin d/b/a Hrin Masonry, by and through his attorneys, Hopkins Heltzel LLP, and files the within Pre-Trial/Arbitration Memorandum as follows:

I. STATEMENT OF THE CASE

Plaintiff hired Defendant Kenneth Snedden to perform repairs and improvements to Plaintiff's home. Plaintiff alleges Defendant repairs and improvements were defective. Defendant Kenneth Snedden hired Additional Defendant Martin Hrin to perform concrete and masonry work and now alleges Hrin's work was defective.

Martin Hrin completed the work in a workmanlike fashion and denies his work did not meet industry standard or was otherwise defective.

However, when the masonry work was completed, a dispute arose concerning the work and Snedden and Hrin met to discuss the problem. Snedden and Hrin agreed to

resolve the dispute regarding the concrete and masonry work by Hrin paying Snedden \$500.00. Said payment took the form of a reduced payment by Snedden to Hrin for services performed.

The agreement to pay Snedden \$500.00 constitutes accord and satisfaction relieving any liability of Hrin to Snedden.

In this case, Martin Hrin has plead an accord and satisfaction relieving him of further liability to Kenneth Snedden. Where there is a dispute or disagreement between the debtor and creditor as to their respective rights, a payment tendered in full satisfaction of the other's claim operates as an accord and satisfaction if the payment is accepted and retained. Brunswick Corporation v. Levin, 442 Pa. 488, 276 A.2d 532 (SupremeCt. 1971). The same elements are necessary to show the existence of an accord and satisfaction as to show the existence of any contract. There must be a meeting of the minds. Barry v. Caplin, 73 Pa.Super. 487 (1920).

In the case at bar, a reasonable dispute existed as to the quality of work performed by Hrin at the Bogle home. Hrin and Snedden agreed to resolve that dispute by Hrin paying \$500.00 to Snedden (or Snedden paying Hrin \$500.00 less). The dispute between Hrin and Snedden was then resolved and Hrin has no further liability to Snedden.

II. CITATION TO APPLICABLE CASE OR STATUTES

- a. Brunswick Corporation v. Levin, 442 Pa. 488, 276 A.2d 532 (SupremeCt. 1971); and
- b. Barry v. Caplin, 73 Pa.Super. 487 (1920)

III. LIST OF WITNESSES

- a. Gary T. Bogle
- b. Ken Snedden
- c. Martin Hrin
- d. Richard Hughes
- e. Additional Defendant reserves the right to amend this list of witnesses at any time prior to trial upon notice to Plaintiff and Defendant. Further, Additional Defendant reserve the right to call any witnesses identified in Defendant's Pre-Trial Memorandum or Plaintiff's Pre-Trial Memorandum.


IV. STATEMENT OF DAMAGES

None

V. LIST OF EXHIBITS

- a. Checks between Snedden and Hrin.
- b. Additional Defendant reserves the right to amend this list of exhibits at any time prior to trial upon notice to Plaintiff and Defendant. Further, Additional Defendant reserves the right to utilize any exhibit identified in Defendant's Pre-Trial Memorandum or Plaintiff's Pre-Trial Memorandum.

Hopkins Heltzel LLP



David J. Hopkins
Attorney for Additional Defendant

Ann B. Wood, Esquire
318 E. Locust Street
Clearfield, PA 16830

Warren B. Mikesell, II, Esquire
115 East Locust Street
Clearfield, PA 16830

Jennifer L. Shaw, Esquire
211 N. Second Street
Clearfield, PA 16830

Hopkins Heltzel LLP


David J. Hopkins, Esquire
Attorney for Additional Defendant

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

GARY T. BOGLE,	:	
Plaintiff	:	
	:	
vs.	:	No. 03-1699 C.D.
	:	
KENNETH SNEDDEN i/t/d/b/a	:	
KENNETH SNEDDEN CONTRACTING	:	
Defendant	:	
	:	
vs.	:	
	:	
MARTY HRIN d/b/a HRIN MASONRY	:	
Additional Defendant	:	

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Arbitration Memorandum, filed on behalf of Additional Defendant Marty Hrin d/b/a Hrin Masonry was forwarded on the 10th day of April, 2006, by U.S. Mail, postage prepaid and telecopier to :

Christopher E. Mohney, Esquire
90 Beaver Drive
Suite 111B
DuBois, PA 15801

Joseph P. Green, Esquire
Lee, Green & Reiter
115 E. High Street
Bellefonte, PA 16823

Toni M. Cherry, Esquire
Gleason, Cherry & Cherry, LLP
One North Franklin Street
P.O. Box 505
DuBois, PA 15801

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DUBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

April 10, 2006

Mr. David Meholick
Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

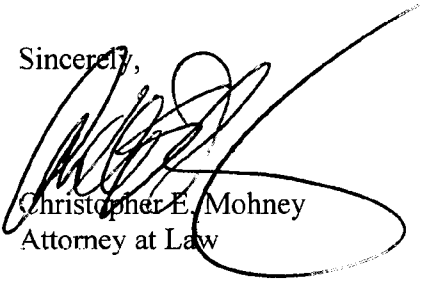
RE: Gary T. Bogle vs. Kenneth Snedden, i/t/d/b/a Kenneth Snedden
Contracting, Marty Hrin d/b/a Hrin Masonry
No. 03-1699-C.D.

Dear Mr. Meholick:

Please file the enclosed Pre-Trial Statement on behalf of Defendant Kenneth Snedden in the above-captioned case. By copy of this letter I am serving true and correct copies of the enclosed original Pre-Trial Statement on all counsel of record and the panel of Arbitrators.

Thank you.

Sincerely,



Christopher E. Mohney
Attorney at Law

CEM:lle
Enclosure

cc: Joseph P. Green, Esquire (w/encl.)
David J. Hopkins, Esquire (w/encl.)
Ann B. Wood, Esquire (w/encl.)
Jennifer L. Shaw, Esquire (w/encl.)
Toni M. Cherry, Esquire (w/encl.)
Warren B. Mikesell, II, Esquire (w/encl.)

ENCLOSURE

APR 10 2006

RECEIVED
CLERK OF COURT

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

NO. 03-1699 C.D.

Type of Case: CIVIL

Type of Pleading: PRE-TRIAL
STATEMENT

Filed on Behalf of: K. SNEDDEN

Co-counsel of Record:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO. 63494

90 BEAVER DRIVE
SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

JOSEPH P. GREEN, ESQUIRE

SUPREME COURT NO. 19238

LEE, GREEN & REITER, INC.
115 EAST HIGH STREET
P. O. BOX 179
BELLEFONTE, PA 168230-0179

RECEIVED

APR 17 2006

RECORDS & CLERK
OFFICE

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

GARY T. BOGLE,

Plaintiff,

vs.

KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

NO. 03-1699 C.D.

PRE-TRIAL STATEMENT

AND NOW, comes Defendant KENNETH SNEDDEN, individually and t/d/b/a
KENNETH SNEDDEN CONTRACTING, by and through his attorneys, CHRISTOPHER E.
MOHNEY, ESQUIRE and JOSEPH P. GREEN, ESQUIRE, and files the following Pre-Trial
Statement pursuant to Clearfield County Local Rule of Court 1306A:

1. **Brief Statement of the Case**

In June of 2002, Plaintiff GARY BOGLE contracted with KENNETH SNEDDEN
CONTRACTING for some home repairs and new construction. Mr. Snedden subcontracted with
various workmen for completion of certain components of his contract with Mr. Bogle. In fact,
Additional Defendant MARTY HRIN, t/d/b/a HRIN MASONRY performed all of the cement
work on the project. Mr. Bogle has filed a Complaint averring that Mr. Snedden owes him
money damages for work allegedly performed in a poor, improper, and unworkmanlike manner.

Mr. Snedden has denied all of Mr. Bogle's allegations. In fact, Mr. Snedden submits that not
only did he provided quality workmanship for Mr. Bogle, but he acted at all times in accordance

with the specific instructions of Mr. Bogle. Moreover, Mr. Snedden has alleged by way of Counterclaim that Mr. Bogle owes him money for job extras.

2. Citation to Applicable Case or Statute

This is a straight-forward breach of contract case. While Mr. Snedden denies any liability to Mr. Bogle, should Mr. Snedden be determined to be liable for any cement/masonry work performed at the Bogle residence, Mr. Hrin is liable over to Mr. Snedden. Furthermore, the scope of Mr. Bogle's claim for damages is to be measured as of the date of the alleged breach.

Verzella v. Caste Bros., 215 A.2d 164 (Pa.Super. 1965).

3. List of Witnesses

Mr. Snedden reserves the right to call the following witnesses, as well as any other party to the action:

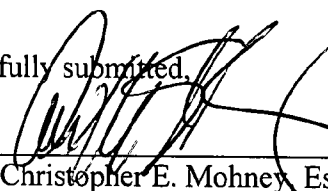
- a. Ken Snedden
- b. Jim Mauthe
- c. Richard T. Hughes, P.E.
- d. Andy Klarke
- e. Frank Zimmerman.

4. Statement of Damages and copies of Bills Intended to be Offered

Mr. Snedden alleges that Mr. Bogle owes him \$3,285.00 for extra work performed and materials supplied.

Respectfully submitted,

By:



Christopher E. Mohny, Esquire
Joseph P. Green, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
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GARY T. BOGLE,

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KENNETH SNEDDEN, individually and
t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

Defendant.

NO. 03-1699 C.D.

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of April, 2006 a true and correct copy of Defendant
KENNETH SNEDDEN individually and t/d/b/a KENNETH SNEDDEN CONTRACTING'S
Pre-Trial Statement was served upon the following persons by United States First Class Mail,
postage prepaid:

DAVID J. HOPKINS, ESQUIRE
100 Meadow Lane, Suite 5
DuBois, PA 15801

TONI M. CHERRY, ESQUIRE
Gleason, Cherry and Cherry, LLP
P.O. Box 505
DuBois, PA 15801-0505

ANN B. WOOD, ESQUIRE
Bell, Silberblatt & Wood
318 Locust Street
Clearfield, PA 16830

WARREN B. MIKESELL, II, ESQUIRE
Mikesell & Mikesell
115 East Locust Street
Clearfield, Pa 16830

JENNIFER L. SHAW, ESQUIRE
211 North Second Street
Clearfield, PA 16830

By: 

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PA
CIVIL DIVISION
NO. 03-1699 C.D.

GARY T. BOGLE,
PLAINTIFF

VS.

KENNETH SNEDDEN, individually
and t/d/b/a KENNETH SNEDDEN
CONTRACTING, and MARTY HRIN,
t/d/b/a HRIN MASONRY,

DEFENDANTS

PRE-TRIAL STATEMENT

LAW OFFICES
CHRISTOPHER E. MOHNEY
80 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 376-1044

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

GARY T. BOGLE,)
Plaintiff : No. 03-1699 CD
vs. :
KENNETH SNEDDEN, i/t/d/b/a KENNETH :
SNEDDEN CONTRACTING,) JURY TRIAL DEMANDED
Defendant :
vs. :
MARTY HRIN, d/b/a HRIN MASONRY, :
Additional Defendant)

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COURT ADMINISTRATOR'S
OFFICE

**BRIEF IN SUPPORT OF MOTION BY DEFENDANT SNEDDEN
TO COMPEL INSPECTION OF PROPERTY**

I. STATEMENT OF FACTS

The above matter involves a claim for damages arising out of allegedly defective workmanship associated with work performed by a contractor at a residential property. Defendant Snedden, through his counsel, has made a request to schedule an inspection of the property but has had no positive response from the plaintiff. Therefore, the instant motion has been filed.

There exists a significant dispute as to the plaintiff's allegations concerning the alleged deficiencies. Both the original defendant and additional defendant have denied liability in this matter and have challenged damages.

Original Defendant wishes to list the case for an arbitration hearing. However, it is important that the moving party be given the opportunity to observe the current condition of the property.

II. ISSUE

Whether a defendant/contractor is entitled, as a matter of discovery, to have a reasonable view and inspection of the current status of the subject premises where it is alleged that there has been unworkmanlike performance or other deficiencies.

(Suggested Answer: Yes, such an inspection should be permitted.)

III. ARGUMENT

It is clear that the applicable procedural rules relating to discovery would allow such an inspection. Pa. R.C.P. 4009.31 and 4009.32 specifically permit such a procedure. No legitimate question or objection can be raised as to the propriety of permitting the inspection of physical property where it is that very property which is directly involved in the litigation. See, Standard Pennsylvania Practice (2d), §§36:10-36:12. Where a party refuses to allow inspection and raises no valid objections, the court may compel that party to allow the requested discovery. See, Pa. R.C.P. 40032(b) and the reference to Pa. R.C.P. 4019(a).

On January 19, 2005, the movant requested that an inspection be permitted. See, Motion Exhibit A. On March 2, 2005, a second request was made. See, Motion Exhibit B. As of the filing of this motion, there has been no response.

It is respectfully requested that, in this type of litigation, i.e., owner versus contractor, an examination of the current state of the property should be allowed.

IV. CONCLUSION

It is respectfully submitted that the moving party should be granted relief which he seeks in the form of an order for an inspection.

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esq., ID #19238
Attorney for Defendant
115 East High Street, PO Box 179
Bellefonte, PA 16823
814-355-4769

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

GARY T. BOGLE,)	
Plaintiff	:	No. 03-1699 CD
)	
vs.	:	
)	
KENNETH SNEDDEN, i/t/d/b/a KENNETH	:	
SNEDDEN CONTRACTING,)	
Defendant	:	
)	
vs.	:	
)	
MARTY HRIN, d/b/a HRIN MASONRY,	:	
Additional Defendant)	


CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Brief in Support of Motion by Defendant Snedden to Compel Inspection of Property was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 17th day of March, 2005 addressed to the following:

Toni M. Cherry, Esq.
Gleason, Cherry and Cherry, L.L.P.
PO Box 505
One North Franklin Street
DuBois, PA 15801

Christopher E. Mohnhey, Esq.
90 Beaver Drive, Suite 118B
Dubois, PA 15801

David J. Hopkins, Esq.
Hopkins, Heltzel LLP
900 Beaver Drive
DuBois, PA 15801



Joseph P. Green, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GARY T. BOGLE,

Plaintiff

vs.

No. 03 - 1699 C.D.

KENNETH SNEDDEN, Individually and

t/d/b/a KENNETH SNEDDEN

CONTRACTING, and MARTY HRIN,

t/d/b/a HRIN MASONRY,

Defendant

P R A E C I P E

TO WILLIAM A. SHAW, PROTHONOTARY

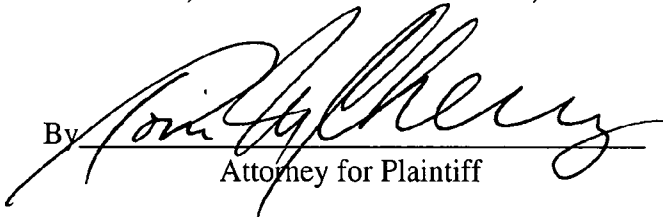
Sir:

Kindly mark the above-captioned case settled, discontinued and ended with prejudice.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorney for Plaintiff

Dated: May 23, 2006

FILED

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MAY 23 2006

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Disc. to Atty
Copy to C/A
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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CONTRACTING, and MARTY HRIN,

t/d/b/a HRIN MASONRY,

Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of May, 2006, a true and correct copy of the Praeipce to mark the above-captioned case settled, discontinued and ended was served upon the following persons by mailing the same to them by United States First Class Mail, postage prepaid, by depositing the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

JOSEPH P. GREEN, ESQ.

Lee, Green & Reiter, Inc.

Attorneys at Law

115 East High Street

P. O. Box 179

Bellefonte, PA 16823

CHRISTOPHER E. MOHNEY, ESQ.

Attorney at Law

25 East Park Avenue, Suite 6

DuBois, PA 15801

DAVID J. HOPKINS, ESQ.

Hopkins Heltzel LLP

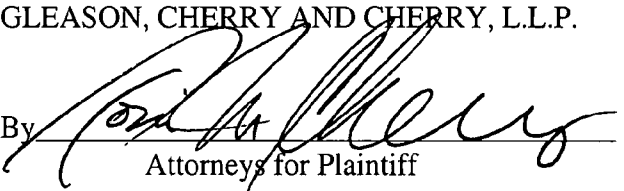
Attorneys at Law

100 Meadow Lane, Suite 5

DuBois, PA 15801

GLEASON, CHERRY AND CHERRY, L.L.P.

By



Attorneys for Plaintiff

Dated: May 23, 2006