

2004-1372-CD  
DONNA CARFLEY

VS

EDGAR ENGLISH

**Donna Carfley vs Edgar English**  
**2004-1372-CD**

Date: 05/11/2006

**Clearfield County Court of Common Pleas**

User: LMILLER

Time: 11:53 AM

**ROA Report**

Page 1 of 1

Case: 2004-01372-CD

Current Judge: Fredric Joseph Ammerman

Donna Sue Carfley vs. Edgar English

**Civil Other**

Date		Judge
09/02/2004	✓ <input checked="" type="checkbox"/> Filing: Civil Complaint Paid by: Noble, Theron G. (attorney for Carfley, Donna) Receipt number: 1885807 Dated: 09/02/2004 Amount: \$85.00 (Check) 3 cert. to Atty.	No Judge
10/11/2004	✓ <input checked="" type="checkbox"/> Praecipe For Entry of Appearance on behalf of Defendant, filed by Atty. Dugas	No Judge
11/03/2004	✓ <input checked="" type="checkbox"/> Notice of First Set of Interrogatories and First Request for Production of Documents Directed to Plaintiff Donna Carfley, on behalf of Defendant Edgar English, dated Nov. 1, 2004, filed by s/Stephen L. Dugas, Esquire. No CC	No Judge
	✓ <input checked="" type="checkbox"/> Answer and New Matter filed on behalf of Defendant, and notice to plead. Filed by s/ Stephen L. Dugas, Esquire. no CC.	No Judge
11/22/2004	✓ <input checked="" type="checkbox"/> Reply To New Matter, filed by s/ Theron G. Noble, Esquire. No CC	No Judge
11/24/2004	✓ <input checked="" type="checkbox"/> Sheriff Return, Now Sept. 29, 2004, Sheriff of Centre County Served the within complaint on Edgar English. So Answers, Chester A. Hawkins, Sheriff. By s/ Marilyn Hamm	No Judge
01/26/2005	✓ <input checked="" type="checkbox"/> Notice of Deposition of Donna Carfley, filed by s/ Stephen L. Dugas, Esquire. No CC	No Judge
06/17/2005	✓ <input checked="" type="checkbox"/> Defendant Edgar English's Answers to Plaintiff's First Set of Request for Production of Documents, filed by s/ Stephen L. Dugas, Esquire. No CC	No Judge
01/05/2006	✓ <input checked="" type="checkbox"/> Praecipe for Entry of Appearance/Praecipe for Withdrawal of Appearance, filed. Kindly enter the appearance of Stephen L. Dugas Esq as counsel of record for Edgar English, filed by s/ Stephen L. Dugas Esq. Kindly withdraw the appearance of McIntrye, Dugas, Hartye & Schmitt, previously entered on behalf of Edgar English, filed by s/ John L. McIntrye Esq. No CC., copy to C/A.	No Judge
03/03/2006	✓ <input checked="" type="checkbox"/> Praecipe to Substitute Appearance, filed. Substitute my Appearance on behalf of Edgar English filed by s/ Stephen L. Dugas Esq. No CC.	No Judge
	✓ <input checked="" type="checkbox"/> Motion For Summary Judgment, filed by s/ Stephen L. Dugas, Esquire. No CC	No Judge
03/24/2006	✓ <input checked="" type="checkbox"/> Praecipe To File Deposition Transcripts, filed by s/ Stephen L. Dugas, Esquire. No CC Deposition Of Donna Carfley, March 3, 2005, filed. Deposition Of Edgar English, March 3, 2005, filed. Deposition of Brenda English, September 19, 2005, filed. Deposition of Thomas Hite, November 21, 2005, filed.	Fredric Joseph Ammerman
04/21/2006	✓ <input checked="" type="checkbox"/> Praecipe for Argument filed. By s/ Stephen L. Dugas, Esquire. No CC	Fredric Joseph Ammerman
04/28/2006	✓ <input checked="" type="checkbox"/> Scheduling Order, NOW, this 28th day of April, 2006, Oral Argument is scheduled on Defendant's Motion for Summary Judgment for 2:00 p.m. on the 19th day of May, 2006 in Courtroom no. 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty.	Fredric Joseph Ammerman

5-19-2006 Praecipe to file original deposition  
transcripts

Case	Parties	Filing date	Judgment	Disposition	Date	Disposition Types	
						All Judgment Types	From 04/24/2006 to 04/28/2006
2006-00635-CD	Pennsylvania Electric Co.	04/24/2006	DJ Transcript Judgment	Open	04/24/2006	Plaintiff	Plaintiff
2006-00651-CD	Williams, Peggy Sue	04/27/2006	DJ Transcript Judgment	Open	04/27/2006	Plaintiff	Plaintiff
2006-00653-CD	Guiseppe's Finer Foods, Inc	04/27/2006	Mechanics Lien Claim	Open	04/27/2006	Defendant	Defendant
2006-00654-CD	Superina, Nicole M.	04/27/2006	DJ Transcript Judgment	Open	04/27/2006	Plaintiff	Plaintiff
2006-00655-CD	04/27/2006	DJ Transcript Judgment	Open	04/27/2006	Defendant	Defendant	Defendant

Date: 3/1/2007  
Time: 10:33 AM  
Page 1 of 1

**Clearfield County Court of Common Pleas**  
**ROA Report**  
**Case: 2004-01372-CD**  
**Current Judge: Fredric Joseph Ammerman**  
**Donna Sue Carfley vs. Edgar English**

User: LMILLER

**Civil Other**

Date	Selected Items	Judge
5/22/2006	<input checked="" type="checkbox"/> Order, NOW, this 22nd day of May, 2006, following argument on the Def.'s Motion for Summary Judgment, Ordered that the said Motion is Dismissed. by The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Dugas	Fredric Joseph Ammerman
9/27/2006	<input checked="" type="checkbox"/> Praeclipe to List for Trial, filed by Atty. Noble no cert. copies. <input checked="" type="checkbox"/> Motion in Limine, filed by Atty. Noble no cert. copies.	Fredric Joseph Ammerman
9/29/2006	<input checked="" type="checkbox"/> Rule To Show Cause, NOW, this 28th day of sept., 2006, upon consideration of the attached Plaintiff's Motion in Limine, a Rule is issued upon the Defendant. Rule Returnable for filing written response is set for the 27th day of October, 2006 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Noble	Fredric Joseph Ammerman
10/4/2006	<input checked="" type="checkbox"/> Notice of Service, filed. This 3rd day of October 2006, A true and correct copy of Plaintiff's Rule to Show Cause issued upon Motion in Limine, to Stephen L. Dugas Esq., filed by Theron G. Noble Esq. No CC.	Fredric Joseph Ammerman
11/6/2006	<input checked="" type="checkbox"/> Order, NOW, this 6th day of Nov., 2006, Defense counsel having indicated to the Court his "essential" agreement to Plaintiff's Motion in Limine, the same is hereby Granted. (see original). therfore, the argument scheduled on the Plaintiff's Motion in Limine on Nov. 22, 2006 is hereby Canceled. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Noble, Dugas	Fredric Joseph Ammerman
1/3/2007	<input checked="" type="checkbox"/> Order AND NOW, this 2nd day January 2007, it is the ORDER of this Court that the Pre-Trial Conference in the above matter shall be held on the 24th day of January 2007 at 9:30 a.m. in Chambers. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Attys: Naddeo and Deasy.	Fredric Joseph Ammerman
1/26/2007	<input checked="" type="checkbox"/> Order, NOW, this 24th day of Jan., 2007, following Pre-Trial Conference with counsel for the parties, Ordered: Jury Selection will be held on Feb. 1, 2007 at 10:00 a.m. in Courtroom 1. Jury Trial is scheduled for April 11 and 12, 2007 at 9:00 a.m. in Courtroom 1. (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Noble, Dugas.	Fredric Joseph Ammerman
2/1/2007	<input checked="" type="checkbox"/> Motions In Limine, filed by s/ Stephen L. Dugas, Esquire. No CC	Fredric Joseph Ammerman
2/6/2007	<input checked="" type="checkbox"/> Order, NOW, this 5th day of Feb., 2007, oral argument is scheduled on Defendant's Motions In Limine for the 5th day of March, 2007 at 10:00 a.m. in Courtroom 1. By The Court, /s/ Fredrdic J. Ammerman, Pres. Judge. 1CC Atty. Dugas	Fredric Joseph Ammerman
2/7/2007	<input checked="" type="checkbox"/> Plaintiff's Reply to Defendant's Motion In Limine, filed by s/ Theron G. Noble, Esquire. No CC	Fredric Joseph Ammerman

3-6-07 Order, dated 3-6-07  
3-6-07 Order, dated 3-6-07

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

**CERTIFICATE OF DISCONTINUATION**

No. 2006-01568-CD

Robert M. Dreiblebis

Vs.

Jeanne Marie Dreiblebis

Commonwealth of Pennsylvania  
County of Clearfield

2007, marked:

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County  
and Commonwealth aforesaid do hereby certify that the above case was on February 22,

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at  
Clearfield, Clearfield County, Pennsylvania this 22nd day of February A.D. 2007.

Record costs in the sum of \$85.00 have been paid in full by James A. Nadeo Esq.

Joint Petition to Settled and Discontinued

William A. Shaw, Prothonotary

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

: No. 04-1372-CD

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

: Type of Pleading:

: **CIVIL COMPLAINT**

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

FILED *Atty Noble*  
*01/01/04* pd 85.00  
SEP 02 2004  
3cc *Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. ) No. 04- 1372 -CD  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David Meholic, Court Administrator  
Clearfield County Courthouse  
2nd and Market Streets  
Clearfield, PA 16830  
(814)-765-2641

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

)  
DONNA CARFLEY,  
an adult individual;  
)  
PLAINTIFF,  
)  
v.  
EDGAR ENGLISH,  
an adult individual,  
)  
DEFENDANT. )  
No. 04-1372-CD

**CIVIL COMPLAINT**

**NOW COMES, the Plaintiff, Donna Carfley, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her CIVIL COMPLAINT:**

**The Parties**

1. Plaintiff is Donna Carfley, an adult individual, who at all material times did reside at 138 Bressler Rd., Curwensville, Clearfield County, Pennsylvania.
2. That Defendant is Edgar English, an adult individual who, upon information and belief, does and at all material times did reside at RRD, Rt. #1, Box 412 L, Morrisdale, Clearfield County, Pennsylvania.

**Background**

3. That Ms. Carfley did rent an apartment from the Defendant at her aforementioned address.
4. That at approximately 6:00 A.M., on or about the morning of April 9, 2003, Ms. Carfley was returning to her residency. She parked her vehicle in a duly assigned area and was walking from her vehicle towards her apartment on a sidewalk, leading to her entranceway.
5. That said sidewalk was maintained, or should have been maintained by the defendant.

6. That as Ms. Carfley was walking on said sidewalk, she fell on a part of the sidewalk which was "cracked" and had pieces of concrete missing, causing her to fall and break her right ankle.

Negligence

Count I

7. That the averments of paragraphs 1 - 6, inclusive, are hereby incorporated as if again fully set forth at length.

8. That as Ms. Carfley's landlord, defendant owed Ms. Carfley a duty of care, which included that the premises she rented would be reasonably maintained and kept safe.

9. That Defendant breached that duty of care in that Defendant was negligent, as follows:

(a) He failed to properly maintain said sidewalk so as to provide a walking area with a flat surface;

(b) He failed to adequately inspect its premises such that it either did not discover, or if discovered, failed to correct the sidewalk which was in serious need of repair given the many cracks and "potholes"; and

(c) He failed to remedy a problem with the exterior lighting which Ms. Carfley had reported to Defendant months before the subject accident such that she might have had a visual opportunity to avoid the particular pothole in the sidewalk which caused her fall.

10. That Defendant's negligence was a direct and proximate cause of Ms. Carfley's accident and resulting broken ankle.

11. That as a result of the broken ankle, Ms. Carfley needed and obtained medical care, which has included numerous surgeries for the implantation and removal of numerous hardware devices as well as numerous follow up physical therapy sessions, all of which should be borne by the Defendant in an amount to be determined at time of trial.

12. That Ms. Carfley did miss work as a result of the broken ankle and resulting medical care for which she should be compensated in an amount to be determined at time of trial.

13. That Ms. Carfley did suffer and does continue to suffer pain from her injuries for which she should be compensated in an amount to be determined at time of trial.

14. That Ms. Carfley given her injuries and resulting treatments has had a loss of enjoyment of life for which she should be compensated in an amount to be determined at time of trial.

15. That Ms. Carfley has also suffered permanent scarring which subjects her to ridicule and embarrassment for which she should be compensated in an amount to be determined at time of trial.

16. To the extent Ms. Carfley has suffered permanent injury, she should be compensated in an amount to be determined at time of trial for any of the damages herein contained which might be permanent.

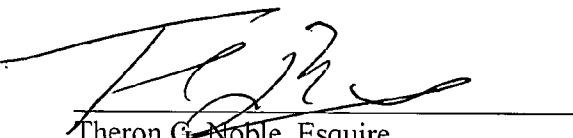
Miscellaneous

17. That jurisdiction is proper.

18. That venue is proper.

**WHEREFORE, Plaintiff requests that judgment be entered in her favor, together with costs and interest in an amount to be determined but in excess of Twenty-Thousand Dollars.**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

)  
DONNA S. CARFLEY,  
an adult individual;  
)  
PLAINTIFF,  
)  
v.  
EDWARD ENGLISH,  
an adult individual,  
)  
DEFENDANT. )  
No. 04-1372-CD

**VERIFICATION**

I, Donna S. Carfley, Plaintiff, does hereby swear and affirm that I have read the foregoing and attached CIVIL COMPLAINT in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 27 day of August, 2004.

Donna S. Carfley  
Donna S. Carfley, Plaintiff

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

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

NO. 04-1372-CD

ISSUE:

PRAECIPE FOR APPEARANCE

FILED ON BEHALF OF DEFENDANT:  
EDGAR ENGLISH

COUNSEL OF RECORD FOR DEFENDANT:

McINTYRE, DUGAS, HARTYE &  
SCHMITT  
STEPHEN L. DUGAS, ESQUIRE  
PA I.D.#: 21351  
P. O. Box 533  
Hollidaysburg, PA 16648-0533  
(814) 696-3581  
FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 6th DAY OF  
October, 2004.

\_\_\_\_\_  
Atorneys for Named Defendant

FILED

10/11/04 NOCL

OCT 11 2004

William A. Shaw  
Prothonotary

DONNA CARFLEY,  
Plaintiff

vs.

EDGAR ENGLISH,

Defendant

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

No. 04-1372-CD

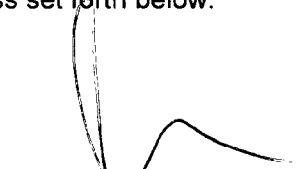
JURY TRIAL DEMANDED

**PRAECIPE FOR APPEARANCE**

TO: PROTHONOTARY

Enter my Appearance on behalf of Defendant Edgar English

Papers may be served at the address set forth below.

  
\_\_\_\_\_  
Attorney for Defendant

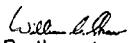
**McINTYRE, DUGAS, HARTYE & SCHMITT**  
Stephen L. Dugas, Esquire  
PA I.D. #21351  
P.O. Box 533  
Hollidaysburg, PA 16648-0533  
PH: (814) 696-3581  
FAX: (814) 696-9399

Date: October 6, 2004

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

OCT 11 2004

Attest.

  
\_\_\_\_\_  
Prothonotary/  
Clerk of Courts

DONNA CARFLEY

Plaintiff,

vs.

EDGAR ENGLISH

Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

: NO. 04-1372-CD

: ISSUE: Defendant Edgar English's  
: Notice of First Set of Interrogatories and  
: First Request for Production of Documents  
: Directed to Plaintiff Donna Carfley

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 1<sup>st</sup> DAY OF  
November, 2004.

\_\_\_\_\_  
Atorneys for Named Defendant

EDGAR ENGLISH  
m 11:32 18 NOV  
NOV 03 2004

McINTYRE, DUGAS  
HARTYE & SCHMITT  
Pittsburgh, PA

DONNA CARFLEY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF CLEARFIELD COUNTY, PA  
vs. : CIVIL DIVISION  
EDGAR ENGLISH, : No. 04-1372-CD  
Defendant : JURY TRIAL DEMANDED

**NOTICE OF SERVICE OF INTERROGATORIES  
DIRECTED TO PLAINTIFF and  
REQUEST FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO PLAINTIFF DATED NOVEMBER 1, 2004**

TO: PROTHONOTARY

You are hereby notified that on the 1<sup>st</sup> day of November, 2004, Defendant, Edgar English served Interrogatories and Request for Production of Documents Directed to Plaintiff Dated November 1, 2004 by mailing the original of same via First Class U.S. Mail, postage prepaid, addressed to the following:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

McINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE  
PA I.D. No. 21351  
P. O. Box 533  
Hollidaysburg, PA 16648-0533  
(814) 696-3581

DONNA CARFLEY : IN THE COURT OF COMMON PLEAS OF  
vs. Plaintiff, : CLEARFIELD COUNTY, PA  
EDGAR ENGLISH : CIVIL ACTION LAW  
vs. :  
Plaintiff, : NO. 04-1372-CD  
EDGAR ENGLISH :  
Defendant. : ISSUE: ANSWER AND NEW MATTER  
: PRAECIPE FOR APPEARANCE  
: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH  
: COUNSEL OF RECORD FOR DEFENDANT:  
: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 1<sup>st</sup> DAY OF  
November, 2004.

Atorneys for Named Defendant

FILED   
E61  
NOV 03 2004

William A. Shaw  
Prothonotary

DONNA CARFLEY,  
Plaintiff  
vs.  
EDGAR ENGLISH,  
Defendant  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL DIVISION  
No. 04-1372-CD  
JURY TRIAL DEMANDED

## **ANSWER AND NEW MATTER**

AND NOW, comes EDGAR ENGLISH, defendant and by and through his attorneys, McIntyre, Dugas, Hartye & Schmitt, files this Answer and New Matter to plaintiff's Complaint where the following is a statement.

1. Admitted, with the clarification that the plaintiff was a tenant in sole and exclusive possession of the premises located at 138 Bressler Road, Curwensville, Clearfield County, Pennsylvania, said premises having a mailing address of R.D.1, Box 19, Curwensville, Pennsylvania.

2. Admitted, with the clarification that the defendant's residence address is 115 Laurel Hill Road, Phillipsburg, PA 16866..

3. Denied. To the contrary, plaintiff Donna Carfley rented the entire premises from defendant, not merely an apartment.

4. After reasonable investigation defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 4 of the Complaint. Strict proof is demanded at time of trial.

5. Denied. The averments in paragraph 5 are mere conclusions of law which are deemed denied and at issue by the Rules of Pleading. All averments are also denied to pursuant to Pa. R.C.P. Rule 1029(e).

6. After reasonable investigation defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 6 of the Complaint. Strict proof is demanded at time of trial.

7-16. All averments in paragraphs 7 through 16, inclusive of the plaintiff's Complaint are denied. To the extent the said averments constitute mere conclusions of law, they are deemed denied and at issue by the Rules of Pleading. All said averments are further denied by Pa. R.C.P. Rule 1029(e). To the extent there are any averments of fact which have not otherwise been effectively denied, after reasonable investigation, defendant is without knowledge or information sufficient to form a belief as to the truth thereof. Strict proof is demanded at time of trial.

17-18. Averments in paragraphs 17 and 18 of the Complaint are mere conclusions of law which are deemed denied and at issue by the Rules of Pleading.

WHEREFORE, defendant EDGAR ENGLISH demands that plaintiff's Complaint against him be dismissed, with prejudice, together with costs of suit awarded.

**NEW MATTER**

19. To the extent that the plaintiff suffered any injuries or damages as alleged, the same were solely and proximately due to her assumption of risk or contributory negligence, as a

result of which, she is barred from any recovery, or any recovery must be reduced in accordance with the Pennsylvania Comparative Negligence Act.

20. At all times relevant to the plaintiff's Complaint, she was the tenant-in-possession of the premises where the accident is alleged to have occurred, under a written lease with defendant. A copy of the said lease is attached hereto, marked "Exhibit A" and made a part hereof.

21. The condition of the premises remained the same from the date that the plaintiff took possession under the aforesaid lease through the date of the incident described in her Complaint.

22. Under the facts and circumstances alleged in her Complaint, the plaintiff has failed to set forth a cause of action against this defendant upon which relief can be granted.

WHEREFORE, defendant EDGAR ENGLISH demands that the plaintiff's Complaint against him be dismissed, with prejudice, together with costs of suit awarded.

Respectfully submitted,

MCINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE  
PA ID. No. 21351  
P. O. Box 533  
Hollidaysburg, PA 16648  
(814) 696-3581  
(814) 696-9399 – FAX

## **NOTICE TO PLEAD**

**TO: Plaintiff DONNA CARFLEY**

You are hereby notified to file a written response to the enclosed **ANSWER AND NEW MATTER** within twenty (20) days from service hereof or a judgment may be entered against you.

\_\_\_\_\_  
Attorney for Defendant

# EXHIBIT A

11-14-02

ONE YEAR LEASE  
2 BEDROOM HOUSE LOCATED  
R.D. 1, BOX 19, CURWENSVILLE, PA

I, EDGAR ENGLISH, AGREE TO RENT THE 2 BEDROOM HOUSE MENTIONED ABOVE TO THE UNDERSIGNED TENANTS. THE TENANT IS COMPLETELY RESPONSIBLE FOR THE RENT. THE RENT IS DUE THE 15TH OF EACH MONTH. THE RENT MUST BE PAID NO LATER THAN THE 25TH OF THE MONTH. THE RENT REMAINING UNPAID AS OF THE 25TH OF THE MONTH WILL CONSTITUTE NOTE OF THE TENANTS INTENTION TO MOVE OUT BY THE END OF THAT MONTH. THE RENT WILL STILL BE DUE FOR THAT MONTH.

NO PETS WILL BE ALLOWED IN THE HOUSE. NO UNREGISTERED VEHICLES WILL BE KEPT ON THE PROPERTY.

THE TENANT IS RESPONSIBLE FOR ALL UTILITIES. THIS IS A ONE YEAR LEASE. THIS AGREEMENT REMAINS IN FORCE UNTIL A NEW AGREEMENT IS SIGNED. THE AMOUNT OF THE RENT IS \$250.00 PER MONTH. THE SECURITY DEPOSIT IS ALSO \$250.00. THE TENANT IS RESPONSIBLE FOR MOWING THE LAWN AND SNOW REMOVAL.

THE TENANT WILL OCCUPY THE HOUSE THEMSELVES. NO SUBLETTING IS ALLOWED.

GUESTS CHILDREN WILL BE SUPERVISED AT ALL TIME. DISTURBANCES AND/OR DAMAGE DONE BY THE GUESTS IS THE RESPONSIBILITY OF THE TENANT, AS IS DAMAGE DONE BY THE TENANTS. ANY EXCEPTIONS MADE BY THE OWNERS TO THE ABOVE CONDITIONS DO NOT OBLIGATE THEM TO MAKE SUBSEQUENT EXCEPTIONS.

THE TENANT KNOWS THAT THE BUILDING IS IN PROCESS OF IMPROVEMENT AND SOME OCCASIONAL INCONVENIENCES MAY BE UNAVOIDABLE, ALTHOUGH IT WILL BE KEPT TO A MINIMUM. THE TENANT AGREES TO ASSIST IN THE PROCESS BY REPORTING PROBLEMS AS SOON AS POSSIBLE. THE TENANT IS RESPONSIBLE FOR KEEPING THINGS NEAT AND CLEAN.

THE TENANTS WILL GIVE AT LEAST 1 MONTH NOTICE PRIOR TO MOVING. THE HOUSE IS TO BE IN GOOD CONDITION WHEN LEAVING.

FOR PLUMBING, ELECTRICAL OR ANY OTHER PROBLEMS, CONTACT ED ENGLISH AT 342-3343 AS SOON AS POSSIBLE.

EDGAR L. ENGLISH, OWNER

*Edgar L. English, b/c*

DONNA CARFLEY, TENANT

*Donna L. Carfley*

CHRISTIAN COX, TENANT

\_\_\_\_\_

Ph  
sec & deposit  
total of \$ 500.00  
11-14-02



**VERIFICATION**

I, **Edgar English**, do hereby verify that I have read the foregoing **Answer and New Matter**. The statements therein are correct to the best of my personal knowledge or information and belief.

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

  
Edgar English

Date: 10/21/01

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

: No. 04- 1372 -CD

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

: Type of Pleading:

: **REPLY TO NEW MATTER**

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

FILED *NOCC*  
*3/1/30/04*  
*NOV 22 2004*

William A. Shaw  
Prothonotary/Clerk of Courts

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. ) No. 04- 1372 -CD  
 )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**PLAINTIFF'S REPLY TO NEW MATTER**

**AND NOW COMES, the Plaintiff, Donna Carfley, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her REPLY TO NEW MATTER:**

19. The same is a legal conclusion for which no response is necessary.
20. Admitted.
21. Admitted in part, Denied in part. It is specifically denied that the condition of the premises remained the same in that the "potholes" and cracks in the sidewalk deteriorated. It is admitted that the light fixture did not work at the commencement of the lease but it should be noted that this matter was specifically brought to the defendant's attention at least on two occasions, prior to the complained of accident, and was promised to be fixed but was not fixed until after the accident. Strict proof of the same is demanded at time of trial.
22. The same is a legal conclusion for which no response is deemed necessary.

**WHEREFORE, Plaintiff requests that judgment be entered in her favor, together with costs and interest in an amount to be determined but in excess of Twenty-Thousand Dollars as per her CIVIL COMPLAINT.**

Respectfully Submitted,



---

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. ) No. 04- 1372 -CD  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**VERIFICATION**

I, Donna Carfley, Plaintiff, does hereby swear and affirm that I have read the foregoing and attached REPLY TO NEW MATTER in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 17<sup>th</sup> day of November, 2004.

Donna Carfley  
Donna Carfley, Plaintiff

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )  
 )  
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 17<sup>th</sup> day of November, 2004, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's REPLY TO NEW MATTER, to the below person at said address, being counsel of record for the Defendant:

Stephen L. Dugas, Esquire  
McIntry, Dugas, Harye & Schmitt  
P.O. Box 533  
Hollidaysburg, PA 16648-0533

Respectfully Submitted,



\_\_\_\_\_  
T. G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

In The Court of Common Pleas of Clearfield County, Pennsylvania

CARFLEY, DONNA

VS.

ENGLISH, EDGAR

COMPLAINT

Sheriff Docket # 16235

04-1372-CD

**SHERIFF RETURNS**

NOW SEPTEMBER 21, 2004 DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON EDGAR ENGLISH, DEFENDANT.

NOW SEPTEMBER 29, 2004 SERVED THE WITHIN COMPLAINT ON EDGAR ENGLISH, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BRENDA ENGLISH, SPOUSE.

---

Return Costs

Cost	Description
37.12	SHERIFF HAWKINS PAID BY: ATTY CK# 1554
10.00	SURCHARGE PAID BY: ATTY CK# 1555
63.40	CENTRE CO. SHFF. PAID BY: ATTY

---

Sworn to Before Me This

24<sup>th</sup> Day Of Nov. 2004  
William Shaw

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

So Answers,

*Chester Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

FILED E 614  
12:41 PM  
NOV 24 2004

William A. Shaw  
Prothonotary/Clerk of Courts

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

14235

### SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s)	2. Case Number																					
<u>DONNA CARFLEY</u>		<u>04-1372-C</u>																				
3. Defendant(s)	4. Type of Writ or Complaint:																					
<u>ENGAR ENGLISH</u>		<u>Præcipice Complaint</u>																				
<p>SERVE <b>→</b> AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.  <b>ENGAR ENGLISH</b>  6. Address (Street or R.D., Apartment No., City, Boro, Twp., State and Zip Code)  <b>115 Laurel Hill Rd. Philipsburg PA 16860</b></p>																						
7. Indicate unusual service:	Reg Mail	Certified Mail																				
	Deputize	Post																				
	Other																					
<p>Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County</p>																						
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE																						
<p><b>NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN</b> – Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whom ever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.</p>																						
9. Print/Type Name and Address of Attorney/Originator		10. Telephone Number																				
		11. Date																				
12. Signature																						
<b>SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE</b>																						
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSO Deputy of Clerk and Title																				
		14. Date Filed																				
		15. Expiration/Hearing Date																				
<b>TO BE COMPLETED BY SHERIFF</b>																						
<p>16. Served and made known to <u>BRENDA ENGLISH</u>, on the <u>29</u> day of <u>SEPTEMBER</u>,  <u>20 04</u>, at <u>1134</u> o'clock, <u>A</u> m., at <u>115 Laurel Hill Rd., Philipsburg</u>, County of Centre  Commonwealth of Pennsylvania, in the manner described below:</p>																						
<p>Defendant(s) personally served.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is <u>SPouse</u></li> <li><input type="checkbox"/> Adult in charge of Defendant's residence.</li> <li><input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).</li> <li><input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.</li> <li><input type="checkbox"/> _____ and officer of said Defendant company.</li> <li><input type="checkbox"/> Other _____</li> </ul>																						
<p>On the _____ day of _____, 20 _____, at _____ o'clock, _____ M.</p>																						
<p>Defendant not found because:</p> <p>Moved      Unknown      No Answer      Vacant      Other _____</p>																						
<p>Remarks:</p>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Advance Costs</td> <td style="width: 15%;">Docket</td> <td style="width: 15%;">Service</td> <td style="width: 15%;">Sur Charge</td> <td style="width: 15%;">Affidavit</td> <td style="width: 15%;">Mileage</td> <td style="width: 15%;">Postage</td> <td style="width: 15%;">Misc.</td> <td style="width: 15%;">Total Costs</td> <td style="width: 15%;">Costs Due or Refund</td> </tr> <tr> <td><u>75.00</u></td> <td><u>9.00</u></td> <td><u>9.00</u></td> <td><u>-</u></td> <td><u>2.50</u></td> <td><u>41.40</u></td> <td><u>.50</u></td> <td><u>1.00</u></td> <td><u>63.40</u></td> <td><u>\$11.60</u></td> </tr> </table>			Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund	<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>-</u>	<u>2.50</u>	<u>41.40</u>	<u>.50</u>	<u>1.00</u>	<u>63.40</u>	<u>\$11.60</u>
Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund													
<u>75.00</u>	<u>9.00</u>	<u>9.00</u>	<u>-</u>	<u>2.50</u>	<u>41.40</u>	<u>.50</u>	<u>1.00</u>	<u>63.40</u>	<u>\$11.60</u>													
<p>17. AFFIRMED and subscribed to before me this <u>04</u></p>																						
<p>20. day of <u>Oct</u> 20 <u>04</u></p>																						
<p>23. <u>Corinne Peters</u></p>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Notary Seal</td> <td style="width: 50%; text-align: center;">SHERIFF OF CENTRE COUNTY</td> </tr> <tr> <td colspan="2" style="text-align: center;">Amount Pd.      Page</td> </tr> </table>			Notary Seal	SHERIFF OF CENTRE COUNTY	Amount Pd.      Page																	
Notary Seal	SHERIFF OF CENTRE COUNTY																					
Amount Pd.      Page																						
<p>My Commission Expires Sept 5, 2005</p>																						
<p>24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF <u>Corinne Peters, Notary Public</u> Member, Pennsylvania Association of Notaries</p>																						
<p>25. Date Received</p>																						

DONNA CARFLEY

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PA  
: CIVIL ACTION LAW

Plaintiff,

vs.

: NO. 04-1372-CD

EDGAR ENGLISH

: ISSUE:  
: Notice of Deposition of  
: Donna Carfley

Defendant.

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL OF RECORD FOR DEFENDANT:

: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 24th DAY OF JANUARY,  
2005.

\_\_\_\_\_  
Attnys for Named Defendant

61c  
m 110:4161 NO CC  
JAN 26 2005

WILLIAM A. DUGAS  
PROFESSIONAL CORPORATION

DONNA CARFLEY,	:	IN THE COURT OF COMMON PLEAS
	:	OF CLEARFIELD COUNTY, PA
Plaintiff	:	CIVIL DIVISION
	:	
vs.	:	No. 04-1372-CD
	:	
EDGAR ENGLISH,	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**NOTICE OF DEPOSITION**

TO:     Donna Carfley  
c/o Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

Please take notice that the deposition of **DONNA CARFLEY** shall be taken upon oral examination by an official Court Reporter at Sargent's Court Reporting Service, 106 N. Second Street, Clearfield, PA, 16830, on the **3<sup>rd</sup> day of March, 2005**, commencing at **1:00 p.m. with the deposition of Edgar English to commence at 11:00 a.m. on March 3, 2005**.

The scope of said deposition testimony will include inquiry into all facts concerning the happening of the incident complained of and all other matters relevant to the issues raised in the case.

You are invited to attend and participate.

McINTYRE, DUGAS, HARTYE & SCHMITT

\_\_\_\_\_  
Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE  
PA I.D.#: 21351  
P.O. Box 533  
Hollidaysburg, PA 16648-0533  
(814) 696-3581

# ORIGINAL

DONNA CARFLEY : IN THE COURT OF COMMON PLEAS OF  
Plaintiff, : CLEARFIELD COUNTY, PA  
vs. : CIVIL ACTION LAW  
EDGAR ENGLISH : NO. 04-1372-CD  
Defendant. :  
: ISSUE: Defendant Edgar English's  
: Answers to Plaintiff's First Set of Request for  
: Production of Documents  
: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH  
: COUNSEL OF RECORD FOR DEFENDANT:  
: McINTYRE, DUGAS, HARTYE &  
: SCHMITT  
: STEPHEN L. DUGAS, ESQUIRE  
: PA I.D.#: 21351  
: P. O. Box 533  
: Hollidaysburg, PA 16648-0533  
: (814) 696-3581  
: FAX (814) 696-9399

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL PARTIES OF  
RECORD THIS 16<sup>th</sup> DAY OF JUNE, 2005.

\_\_\_\_\_  
Attnys for Named Defendant

FILED

JUN 17 2005  
W/16  
William A. Shaw  
Prothonotary/Clerk of Courts  
WW C/C

DONNA CARFLEY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF CLEARFIELD COUNTY, PA  
: CIVIL DIVISION  
vs. :  
EDGAR ENGLISH, :  
: Defendant : JURY TRIAL DEMANDED

**NOTICE OF SERVICE OF DEFENDANT EDGAR ENGLISH'S ANSWERS**

**TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

TO: PROTHONOTARY

You are hereby notified that on the 16th day of June, 2005, Defendant, Edgar English served Answers to Plaintiff's First Request for Production of Documents by mailing the original of same via First Class U.S. Mail, postage prepaid, addressed to the following:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830

McINTYRE, DUGAS, HARTYE & SCHMITT

Attorney for Defendant

STEPHEN L. DUGAS, ESQUIRE  
PA I.D. No. 21351  
P. O. Box 533  
Hollidaysburg, PA 16648-0533  
(814) 696-3581

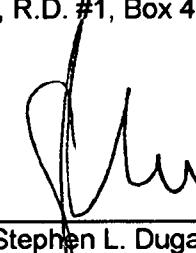
DONNA CARFLEY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF CLEARFIELD COUNTY, PA  
vs. : CIVIL DIVISION  
EDGAR ENGLISH, : No. 04-1372-CD  
Defendant : JURY TRIAL DEMANDED

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO: PROTHONOTARY

Kindly enter the appearance of Stephen L. Dugas, Esquire, as counsel of record for, Edgar English, in the above-captioned action noting that all papers and process for service upon said party may be served upon the undersigned at his office, R.D. #1, Box 436 F, Roaring Spring, PA 16673.

By \_\_\_\_\_

  
Stephen L. Dugas, Esquire  
Attorney for Defendant

Dated: 12/31/05

**PRAECIPE FOR WITHDRAWL OF APPEARANCE**

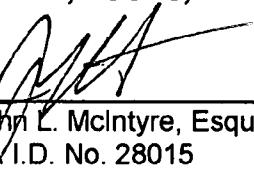
TO: PROTHONOTARY

Kindly withdraw the appearance of McIntyre, Dugas, Hartye & Schmitt, previously entered on behalf of Edgar English, in the above-entitled action, based upon the appearance of Stephen L. Dugas, Esquire as counsel of record for Edgar English.

FILED <sup>NO CC</sup>  
m 11:31 AM Copy to  
JAN 05 2006 CIA  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

Dated: \_\_\_\_\_

**MCINTYRE, DUGAS, HARTYE, & SCHMITT**

By: 

*12-28-01*

John L. McIntyre, Esquire  
PA I.D. No. 28015

P.O. Box 533  
Hollidaysburg, PA 16648  
(814) 696-9399

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

DONNA CARFLEY

: CIVIL DIVISION

Plaintiff,

v.

: No: 04-1372-CD

EDGAR ENGLISH

: ISSUE:

Defendant

: PRAECIPE TO SUBSTITUTE APPEARANCE

: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH

: COUNSEL ON RECORD FOR DEFENDANT:

:  
: MARGOLIS EDELSTEIN  
: STEPHEN L. DUGAS, ESQUIRE  
: PA.I.D.# 21351  
: P.O. Box 628  
: Hollidaysburg, PA 16648  
: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 1<sup>st</sup> DAY OF MARCH, 2006

\_\_\_\_\_  
Atorneys for Named Defendant

FILED NO CC  
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UN

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**PRAECIPE TO SUBSTITUTE APPEARANCE**

TO: PROTHONOTARY

Substitute my Appearance on behalf of Defendant Edgar English.

Papers may be served at the address set forth below.

Margolis Edelstein  
By: \_\_\_\_\_

Attorney for Defendant  
Stephen L. Dugas, Esquire  
PA.I.D. # 21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224 2119

Date: March 1, 2006

1A

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

DONNA CARFLEY : CIVIL DIVISION  
v. Plaintiff, :  
EDGAR ENGLISH : No: 04-1372-CD  
Defendant :  
: ISSUE:  
: Motion for Summary Judgment  
: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH  
: COUNSEL ON RECORD FOR DEFENDANT:  
: MARGOLIS EDELSTEIN  
: STEPHEN L. DUGAS, ESQUIRE  
: PA.I.D.# 21351  
: P.O. Box 628  
: Hollidaysburg, PA 16648  
: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 1<sup>st</sup> DAY OF MARCH, 2006

\_\_\_\_\_  
Attorneys for Named Defendant

FILED  
M 03 2006  
MAR 03 2006  
cc  
GR

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY**  
**PENNSYLVANIA**

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
vs.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**MOTION FOR SUMMARY JUDGMENT**

NOW COMES, Defendant, Edgar English, and by his Attorneys, Margolis Edelstein files this Motion for Summary Judgment, pursuant to Pa.R.C.P., Rule 1035.1 et seq., whereof the following is a statement:

1. This action was commenced when Plaintiff filed her complaint on or about September 2, 2004.

2. Defendant filed a timely and responsive Answer and New Matter to the Plaintiff's complaint, denying all averments of negligence, and raising by New Matter certain affirmative defenses, including comparative negligence, assumption of risk, and failure to set forth a cause of action against Defendant under Plaintiff's status as tenant-in-possession of the premises where the accident is alleged to have occurred.

3. In her Reply to New Matter, Plaintiff admitted the following allegations in Defendant's New Matter:

20. At all times relevant to the Plaintiff's Complaint, she was the tenant-in-possession of the premises where the accident is alleged to have occurred under a written lease with Defendant. A copy of the said lease is attached hereto,

marked "Exhibit A" and made a part hereof.

4. As part of discovery conducted in this matter, the deposition of Plaintiff Donna Carfley was taken on March 3, 2005. In her deposition, Plaintiff testified, in relevant part, as follows:

- a. She was 35 years of age, attended school through 11<sup>th</sup> grade and had obtained a GED. (Page 7);
- b. She was a tenant at the subject premises beginning November 15, 2002 until April 30, 2004 (Page 8-9);
- c. The back door to the subject premises was "the main entrance" for the Plaintiff, and she would pass through that door "a dozen" times daily. (Page 15-16);
- d. From November 15, 2002 to approximately December, 2003, there was no substantial change in the condition of the sidewalk outside the back door to the subject premises. (Page 18-19);
- e. There was an electric light fixture on the exterior wall of the subject premises, immediately next to the back door. (Page 20);
- f. On the day she first moved into the subject premises, Plaintiff noticed that the electric light bulb in the fixture outside the back door was broken, asked Defendant "about having it fixed", but never herself attempted to replace the allegedly broken light bulb thereafter. (Page 21-22);
- g. At the time of the events complained of, she was employed, working 2:30 p.m. to 11:00 p.m., which meant that when she left for work it would be daylight, and when she returned, it would be dark. (Depo Page 23);
- h. During the day, there was sufficient natural light for her to see where she was walking when she exited the back door, although at night, there would be no natural illumination. (Page 24-25);
- i. Plaintiff was aware an individual named Ed Hite was working on the subject premises, including "some electrical work" for a period of approximately a month after Plaintiff first moved into the subject premises, but she never mentioned the allegedly inoperative light outside the back door to that individual. (Page 25-27);
- j. At no time did the Plaintiff ever bring to Defendant's attention the allegedly defective condition of the sidewalk outside the back door, where Plaintiff claims to have fallen. (Page 28-30);

- k. The day before the accident complained of occurred was a Wednesday, and Plaintiff was not scheduled to work, so she went to her mother's home in Clearfield, Pennsylvania, leaving the subject premises sometime when it was "still light out", and remaining at her mother's home until 6:00 a.m. the following morning. (Page 33-34);
- l. The Plaintiff left her mother's home in Clearfield at 6:00 a.m., traveled for 20 minutes, then arrived back at the subject premises at 6:20 a.m., parking her vehicle on the premises, facing the back of the house. (Page 34);
- m. The Plaintiff walked from her parked vehicle across a grassy area, then onto the sidewalk at the rear of the subject premises, and continued toward the back door;
- n. The Plaintiff testified that it was "dark" when she fell, and did not specifically know precisely where her foot landed, except to remember "a little bit of a hole my foot going in and it twisting and then I fell...", but she specifically admitted that she did not know if her foot had not slipped off the edge of the sidewalk on the other side of the "hole" nor could she say that she did not "twist" her ankle when she stepped on a decorative frog outside the back door, which belonged to the Plaintiff, and which she had placed in that location. (Page 40-42).

5. During her deposition, Plaintiff identified a photograph, indicated that it accurately represented the scene of the alleged accident, and circled the area where her foot allegedly went into "the hole", causing her to fall. A copy of the photograph as identified by Plaintiff in said fashion is attached hereto, marked "Exhibit A".

6. A copy of the Lease, admitted by the Plaintiff to have been in effect at the time of the accident, is attached hereto, marked "Exhibit B", and made a part hereof.

7. The deposition of Defendant Edgar English was taken on March 3, 2005. In his deposition, Defendant testified in relevant part that:

- a. He caused the metal kitchen cabinets to be replaced with wooden cabinets in subject premises, which remodeling took place during the month of January, 2003 (Page 17-18);
- b. The Defendant recalled a conversation with "Chris Cops", (more properly "Chris Cox"), in November, 2002, in which

Defendant was told that the glass of the light bulb was "busted", and the Defendant advised Mr. Cox that "he needed a bulb. I didn't feel that it was my responsibility to replace the bulbs", and he told Mr. Cox to "put a bulb in it". (Page 19-20);

- c. Defendant testified that, in his opinion, "changing light bulbs" was not his responsibility as a landlord, but was one of the responsibilities for routine upkeep and maintenance that devolved upon the tenant. (Page 26).

8. Also testifying by deposition was the said Thomas Hite, the individual identified by the parties in their depositions, who testified on November 21, 2005, that:

- a. He recalled being requested by Defendant to "repair the back porch light", and although he was not sure, he believes that it was just about the time that the Plaintiff was "moving in". (Page 14);
- b. The witness repaired the outside light by replacing it with "a new fixture", because "the socket was bad in the light fixture itself", and it took him approximately 30 to 60 minutes to accomplish the job. (Page 15);
- c. The witness was called back at a later date to perform other work, and to look at the back porch light again by Defendant, and when he did so, he observed that "the bulb was broke off inside and the globe that covered the bulb was missing", so again he "replaced the whole fixture because it was cheaper to buy a whole fixture than just a globe, the glass jar that goes over the top of the light bulb" (Page 18-19).

9. As part of discovery, Plaintiff served a Request for Production of Documents on Defendant, requesting, among other things, a true and correct copy of cancelled checks or other documentation relating to payments made by Defendant to the said Tom Hite for services performed for Defendant between September, 2002 and July, 2003. In response, Defendant produced the document, a copy of which is attached hereto, marked "Exhibit C" and made a part hereof.

10. Defendant also produced, in response to Plaintiff's Request for Production for true

and correct copies of all invoices given Defendant by the said Tom Hite for the period September 2002 through July 2003 for work performed by him for Defendant, a document, a copy of which is attached hereto marked "Exhibit D" and made a part hereof.

11. Also testifying by deposition was Defendant's spouse, Brenda English, who testified on September 19, 2005, in relevant part that:

- a. She spoke to Plaintiff's "boyfriend", Christopher Cox, who reported to her that "they had to remove the glass globe" from the light outside the back door, but "Mr. Hite put a new globe on it with the proper size bulb." (Page 23);
- b. She recalled this occurred "as soon as they (i.e. Plaintiff and Mr. Cox) moved in", and that "Mr. Cox didn't like the white bulbs, he said it was too bright (and) went with this yellow bug-looking light, which didn't fit... to use with the globe, (leaving) the bulb... exposed." (Page 23-24);
- c. The witness recalled that this all took place at the "end of November", that Mr. Cox told her "the bulb was burning out" (and) they had to keep replacing it, they didn't understand why." (Page 24);
- d. This was the occasion that the said Tom Hite first was called to service the premises, and that he "took out the wrong bulb... bought a new glass globe because he couldn't find the other one, apparently he threw it out, and replaced it with the right size bulb". (Depo Page 24);
- e. At some later point in time, while Plaintiff remained a tenant, the witness was present on the subject premises, and personally observed that the aforementioned light fixture again had a yellow bulb in it, the witness recalling this occasion to have been sometime in January or February 2003. (Depo Page 25-26).

12. Plaintiff has alleged in her complaint that she was caused to suffer injuries because she fell on a part of the sidewalk outside the back door that was in a defective condition, and that she was unable to observe and avoid that defective condition because there was insufficient light available.

13. Because the Plaintiff has testified that the accident occurred at 6:20 a.m. on April

10, 2003, the condition of available natural illumination is of significance. In order to ascertain the prevailing conditions at the time, date and place of the accident complained of, a report was obtained from Compu-Weather. A copy of the report from Compu-Weather together with copies of the supporting data, derived from official reports of the U.S. Department of Commerce, National Weather Service, is attached hereto, marked "Exhibit E" and made a part hereof.

14. As shown on the report marked "Exhibit E" attached hereto, on April 10, 2003, a trace only of snow and ice was present on exposed, untreated, undisturbed outdoor surfaces in the vicinity of Curwensville, Pennsylvania, the result of events occurring prior to April 10, 2003, and at 6:20 a.m., the sky was mostly cloudy, with no precipitation falling, temperature near 34 degrees F, visibility was unrestricted to the local horizon, and with respect to natural lighting, visibility was sufficient for normal outdoor activities with official Civil Twilight beginning at 6:15 a.m. that date.

15. Under Pa.R.C.P. Rule 1035.2, after the pleadings are closed, any party may move for summary judgment whenever there is no genuine issue of any material fact as to a necessary element of cause of action which could be established by additional discovery or expert report, or if, after the completion of discovery relevant to the motion, including production of expert reports, the Plaintiff has failed to produce evidence or facts essential to the cause of action which in a jury trial would require the issues to be submitted to a jury.

16. In the instant case, Plaintiff bears the burden to prove that, with respect to the injuries she received on premises of which she was in full and exclusive possession under the written Lease, the facts and circumstances are such as to bring her cause of action within an exception to the general rule set forth in Restatement 2d Torts, Section 356, which states that:

Conditions existing when lessor transfers possession: General Rule.

Except as stated in Sections 357-362, a lessor of land is not liable to his lessee or to others on the land for physical

harm caused by any dangerous condition, whether natural or artificial, which existed when the lessee took possession.

17. There are no facts in the record, as that term is defined by Pa.R.C.P. Rule 1035.1, that would bring the Plaintiff's cause of action within any exception to the general preclusion against liability of Defendant, the Lessor out-of-possession of the subject premises.

WHEREFORE, Defendant Edgar English moves This Honorable Court for Summary Judgment in his favor, and against Plaintiff, and demands that the Plaintiff's Complaint against him be dismissed, with prejudice.

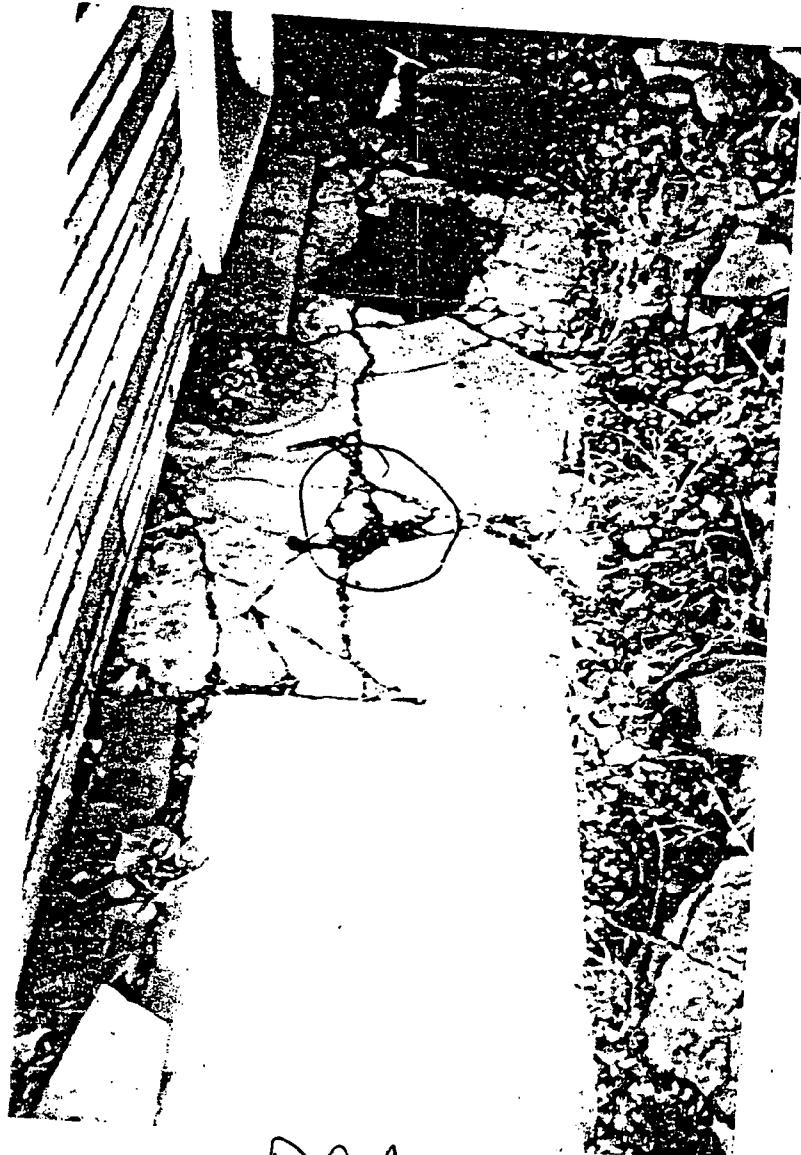
Margolis Edelstein

By: \_\_\_\_\_  
Stephen L. Dugas, Esquire  
Attorney for Defendant  
PA.I.D. #21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224-2119

**TO: PLAINTIFF**

YOU ARE HEREBY NOTIFIED  
TO FILE A WRITTEN RESPONSE TO  
THE ENCLOSED MOTION FOR SUMMARY  
JUDGMENT WITHIN TWENTY (20) DAYS  
FROM THE SERVICE HEREOF OR A  
JUDGMENT MAY BE ENTERED AGAINST YOU.

Stephen L. Dugas, Esquire



DC1

"EXHIBIT A"

11-14-02

ONE YEAR LEASE  
2 BEDROOM HOUSE LOCATED  
R.D. 1, BOX 19, CURWENSVILLE, PA

I, EDGAR ENGLISH, AGREE TO RENT THE 2 BEDROOM HOUSE MENTIONED ABOVE TO THE UNDERSIGNED TENANTS. THE TENANT IS COMPLETELY RESPONSIBLE FOR THE RENT. THE RENT IS DUE THE 15TH OF EACH MONTH. THE RENT MUST BE PAID NO LATER THAN THE 25TH OF THE MONTH. THE RENT REMAINING UNPAID AS OF THE 25TH OF THE MONTH WILL CONSTITUTE NOTE OF THE TENANTS INTENTION TO MOVE OUT BY THE END OF THAT MONTH. THE RENT WILL STILL BE DUE FOR THAT MONTH.

NO PETS WILL BE ALLOWED IN THE HOUSE. NO UNREGISTERED VEHICLES WILL BE KEPT ON THE PROPERTY.

THE TENANT IS RESPONSIBLE FOR ALL UTILITIES. THIS IS A ONE YEAR LEASE. THIS AGREEMENT REMAINS IN FORCE UNTIL A NEW AGREEMENT IS SIGNED. THE AMOUNT OF THE RENT IS \$250.00 PER MONTH. THE SECURITY DEPOSIT IS ALSO \$250.00. THE TENANT IS RESPONSIBLE FOR MOWING THE LAWN AND SNOW REMOVAL.

THE TENANT WILL OCCUPY THE HOUSE THEMSELVES. NO SUBLETTING IS ALLOWED.

GUESTS CHILDREN WILL BE SUPERVISED AT ALL TIME. DISTURBANCES AND/OR DAMAGE DONE BY THE GUESTS IS THE RESPONSIBILITY OF THE TENANT, AS IS DAMAGE DONE BY THE TENANTS. ANY EXCEPTIONS MADE BY THE OWNERS TO THE ABOVE CONDITIONS DO NOT OBLIGATE THEM TO MAKE SUBSEQUENT EXCEPTIONS.

THE TENANT KNOWS THAT THE BUILDING IS IN PROCESS OF IMPROVEMENT AND SOME OCCASIONAL INCONVENIENCES MAY BE UNAVOIDABLE, ALTHOUGH IT WILL BE KEPT TO A MINIMUM. THE TENANT AGREES TO ASSIST IN THE PROCESS BY REPORTING PROBLEMS AS SOON AS POSSIBLE. THE TENANT IS RESPONSIBLE FOR KEEPING THINGS NEAT AND CLEAN.

THE TENANTS WILL GIVE AT LEAST 1 MONTH NOTICE PRIOR TO MOVING. THE HOUSE IS TO BE IN GOOD CONDITION WHEN LEAVING.

FOR PLUMBING, ELECTRICAL OR ANY OTHER PROBLEMS, CONTACT ED ENGLISH AT 342-3343 AS SOON AS POSSIBLE.

EDGAR L. ENGLISH, OWNER

Edgar L. English, b/c

DONNA CARFLEY, TENANT

Donna Carfley

CHRISTIAN COX, TENANT

PD  
Sec. & deposit \$ 50.  
Total of \$ 50.  
11-14-02

"EXHIBIT B"

FOR		DATE	
TO		12/13/04	
OF		A.M.	
<input type="checkbox"/> FAX <input type="checkbox"/> MOBILE			
PHONE	AREA CODE	NUMBER	EXTENSION
MESSAGE	From 30.08.04 Sepassad -ville light		
SIGNED		D. Ross	

"EXHIBIT C"

Value

PHILIPSBURG TRUE VALUE HARDWARE  
1687 PHILIPSBURG BIGLER HWY  
PHILIPSBURG, PA 16866

1687

PHONE: (814) 342-3040

HELP IS JUST AROUND THE CORNER!

ENGLISH PAINTING  
PO BOX 126

WEST DECATUR PA 16878

CUST # 1890  
TERMS: NET 10TH

INV # 179148  
DATE : 10/31/02  
CLERK: LYDIA

Curr.

Repaired upstairs Hall Light

TIME : 2:05  
\*\*\*\*\*  
\* INVOICE \*  
\*\*\*\*\*

		SUG. PRICE		
1	EA 735517	0.3992-54 4PK 60W BULB	1.29	1.29 /EA
1	EA 503857	2 LOT PB CEIL FIXTURE	11.99	11.99 /EA
				1.29*
				11.99

\*\* AMOUNT CHARGED TO ACCOUNT \*\*

12.00 TAXABLE	12.26
NON-TAXABLE	0.00
SUB-TOTAL	12.26
DISCOUNT	1.20
TAX AMOUNT	0.72
TOTAL INVOICE	12.00

"EXHIBIT D"

# Compu-Weather Experts

2566 Route 52, Hopewell Junction, NY 12533  
experts@compu-weather.com / www.compu-weather.com

(800) 825-4445  
Fax: (800) 825-4441

**DATE:** May 10, 2005  
**ATTN:** Heather A. Harrington  
**COMPANY:** Pfaff, McIntyre, Dugas & Hartye  
**RE:** Carfley v. English  
**FILE #:** ECM 313 NH

## **SUMMARY OF WEATHER AND GROUND CONDITIONS, AND HOW WEATHER AND LIGHTING CONDITIONS AFFECTED THE VISIBILITY ON APRIL 10, 2003 IN CURWENSVILLE, PENNSYLVANIA**

### **1. INTRODUCTION**

This report is based on a review of weather and astronomical data recorded in the vicinity of 138 Bressler Road – Curwensville, Pennsylvania (site of the incident; see attached map). In order to determine weather and ground conditions for April 10, 2003 (date of the incident), official copies of National Weather Service (NWS) hourly observations, special weather statements, cooperative reporting station data, climate summaries, and the April 2003 issue of the NWS publication "Storm Data and Unusual Weather Phenomena" were studied. Also studied was sun data obtained from the Astronomical Applications Department at the U.S. Naval Observatory in Washington D.C. Sites chosen for study include, in the state of Pennsylvania: Clearfield – Lawrence Airport, Philipsburg 2 S, Dubois – Jefferson County Airport, and University Park Airport – State College.

### **2. ANALYSIS**

An examination of the above data indicates that on April 10, 2003, the sky over Curwensville, Pennsylvania (site of the incident) was partly to mostly cloudy through around 10:30 AM EDT and mostly clear thereafter. Approximately a trace (less than 0.5 inch) of snow and ice was present at the start of the day (midnight) on exposed, untreated, undisturbed outdoor surfaces. No precipitation occurred on this day. Visibility was unrestricted to the local horizon throughout the day. Due to melting, no snow or ice remained on exposed, untreated,

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When you need to know what the weather was!

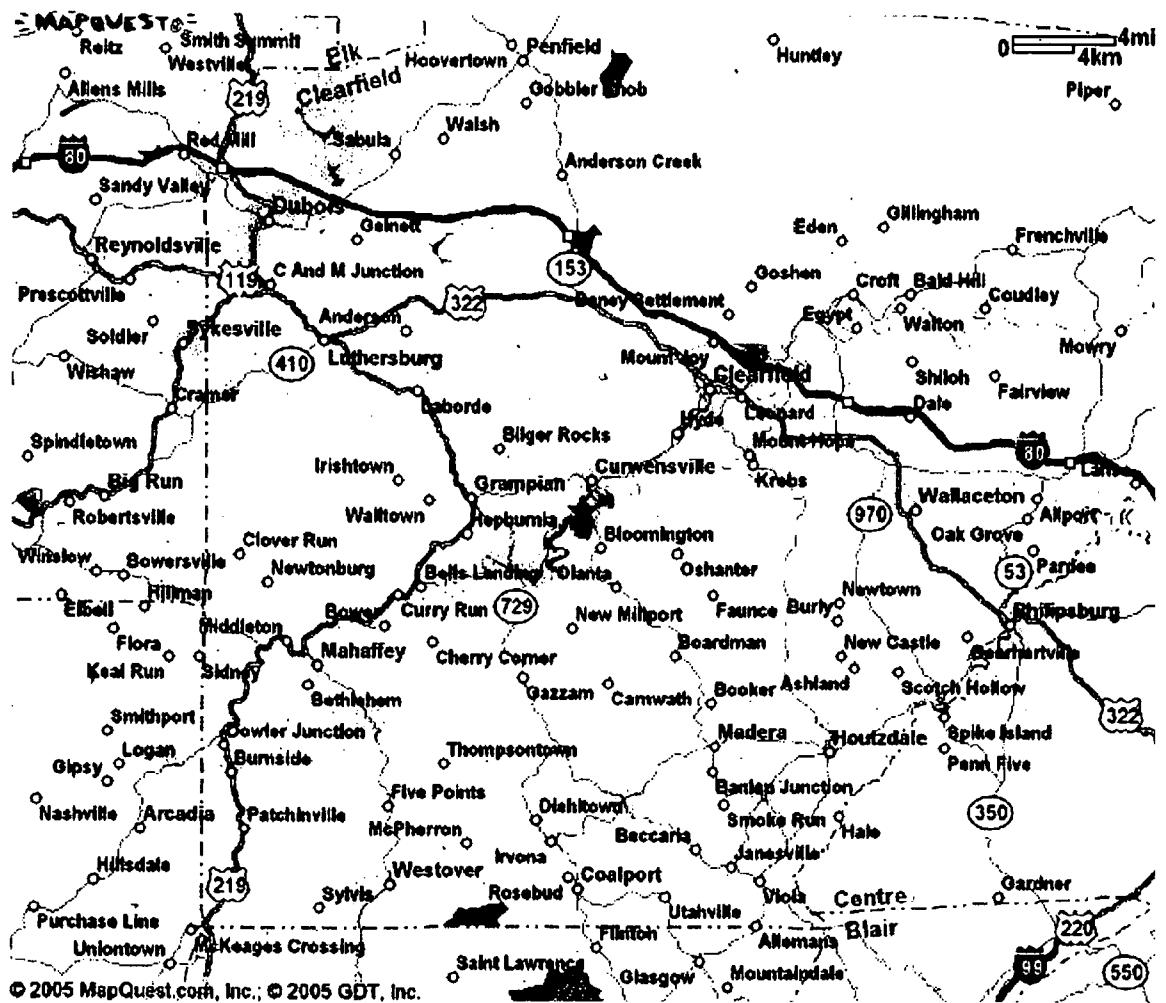
"EXHIBIT E"

undisturbed outdoor surfaces at the end of the day. The high temperature was near 57 F and the low temperature was near 33 F.

Astronomical data for the sun was examined for Curwensville, Pennsylvania on April 10, 2003 (date of the incident). Sunrise on this date occurred at 6:43 AM EDT. An important consideration in astronomy is Civil Twilight, which pertains to outdoor lighting conditions and therefore visibility in the absence of artificial lighting. It is defined as the interval of incomplete darkness between sunrise (or sunset) and the time before (or after) which artificial lighting becomes necessary for outdoor activities to proceed normally. On the date of loss, morning Civil Twilight began at 6:15 AM EDT (and ended at sunrise). This means that in the absence of artificial lighting, visibility with respect to natural lighting from the sun was insufficient for normal outdoor activities on the morning of April 10, 2003 prior to 6:15 AM EDT, and in the absence of other obstructions, lighting was sufficient after this time. Sunset on April 10, 2003 occurred at 7:48 PM EDT. Civil Twilight during the evening hours of April 10, 2003 began at sunset (7:48 PM EDT) and ended at 8:16 PM EDT. This means that in the absence of artificial lighting, visibility with respect to natural lighting from the sun was insufficient for normal outdoor activities after 8:16 PM EDT.

### **3. CONCLUSION**

In conclusion, it can be stated with a reasonable degree of meteorological certainty, that on April 10, 2003 at 6:20 AM EDT (date and time of the incident), approximately a trace (less than 0.5 inch) of snow and ice was present on exposed, untreated, undisturbed outdoor surfaces in the vicinity of 138 Bressler Road – Curwensville, Pennsylvania (site of the incident; see attached map). This was the result of events that occurred prior to April 10, 2003. In addition, at 6:20 AM EDT on the date of the incident, the sky was mostly cloudy, no precipitation was occurring, the temperature was near 34 F, and the visibility was unrestricted to the local horizon. Please note that visibility with respect to natural lighting from the sun was sufficient for normal outdoor activities on the morning of April 10, 2003 at 6:20 AM EDT, as morning Civil Twilight began at 6:15 AM EDT.



# **Compu-Weather Experts**

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2566 Route 52, Hopewell Junction, NY 12533  
URL: [www.compu-weather.com](http://www.compu-weather.com)

(800) 825-4445  
Fax: (800) 825-4441

## **WEATHER DATA COVER SHEET**

For:  
**Heather A. Harrington**

Company & address:

**Pfaff, McIntyre, Dugas & Hartye**  
P.O. Box 533,  
Hollidaysburg, PA 16648

Phone: **8146963581**  
Fax: **8146969399**  
Email: [pmdh@KEYCONN.NET](mailto:pmdh@KEYCONN.NET)

Case or Claimant's name: **Carfley v. English**

File or Claim #: **ECM 313 NH**

Date of incident/loss: **DOL=04/10/03**

Time(s): **6:20 a.m.**

Location of incident/loss: **Curwensville, PA (138 Bressler Road) Clearfield County**

### **COMPU-WEATHER DECLARES:**

The attached weather records were used for our meteorological analysis of the case or claim above. They are true copies of original records of weather, described as climatological data and weather observations.

These records were prepared by the U.S. Department of Commerce, which encompasses the National Weather Service, at or near the time of the act, condition or event depicted in the records.

These records are archived and maintained in our office during the normal course of business.  
IF YOU ORDERED CERTIFIED DATA FOR THIS CASE, IT WILL ARRIVE UNDER SEPARATE COVER.

SSS

## UNEDITED LOCAL CLIMATOLOGICAL DATA

NOAA: National Climatic Data Center

Month: 04/2003

Station Location: CLEARFIELD - LAWRENCE AIRPORT (FIG)  
CLEARFIELD, PA

\* EXTREME FOR THE MONTH - LAST OCCURRENCE IF MORE THAN ONE.

## Storm Data and Unusual Weather Phenomena

Location	Date	Time Local/ Standard	Path Length (Miles)	Path Width (Yards)	Number of Persons		Estimated Damage		Character of Storm	April 2003						
					Killed	Injured	Property	Crops								
<b>OREGON, Northwest</b>																
singed hair, and temporary memory lapses.																
<b>Marion County</b>																
Keizer	29	1700PST 1800PST			0	0			Hail (1.00)							
									Hailstones one-half inch to one and one-eighth inches were reported. Leaves and budding fruit were stripped from 40 pear, apple, and plum trees in the Keizer area.							
<b>Washington County</b>																
Tigard	29	1745PST			0	0			Funnel Cloud							
									Reported Southwest of Tigard, exact location is not known.							
<b>Washington County</b>																
Beaverton	30	1700PST			0	0			Funnel Cloud							
<b>Yamhill County</b>																
McMinnville	30	1700PST			0	0			Funnel Cloud							
<b>Yamhill County</b>																
Newberg	30	1700PST			0	0			Funnel Cloud							
									The McMinnville News Register reported 3 funnel clouds. The time of occurrence was not reported.							
<b>OREGON, Southeast</b>																
NOT RECEIVED.																
<b>OREGON, Southwest</b>																
ORZ029		<b>Klamath Basin</b>														
	04	0702PST			0	0			Heavy Snow							
									Spotter KL53 at Keno reported 5.8 inches of new snow overnight.							
									No warning was in effect for this event as the heavy snow was expected to fall farther to the southeast. However, this report does meet the criteria for a Heavy Snow Warning.							
<b>PACIFIC</b>																
GUZ002		<b>Micronesia</b>														
	10	0000SST			2	0			Tropical Storm							
									A weak circulation was noted on the evening of the 7th near 3N 157E. It had moved to near 4N 160E by the morning of the 9th. The Joint Typhoon Warning Center classified it as a Tropical Depression 02W later that day and to a tropical storm by the evening. It was 240 miles southeast of Pohnpei at this time. On the afternoon of the 10th the tropical storm was 125 miles east of Pohnpei. Despite the distance heavy rain fell across the island with about 10 inches of rain falling in the first 12 hours of the 10th. A young man in his early 20s was killed outside his home on the afternoon of the 10th when a tree branch fell on top of him while he was securing his home. Another man was killed in ocean waters. On the evening of the 10th the tropical storm was 100 miles northeast of Pohnpei and moving away.							
									On the morning of the 13th the tropical storm had strengthened to Typhoon Kujira when it was 475 miles east-southeast of Guam. The typhoon passed 170 miles south of Guam on the morning of the 15th M22OU, M35IW							
GUZ007		<b>Saipan</b>														
	28	1500SST 2000SST			0	0			Flood							
									Favorable upper level winds enhanced rainshowers over Saipan. This caused flooding in poor drainage areas over the island. Residents in Susupe sought help from authorities due to flood water entering their houses. Residents of Tanapang also complained of floodwater. At around 1630, the wastewater pump in Garapan broke down due to too much rainwater getting into the system.							
<b>PACIFIC OCEAN</b>																
<b>Cascade Head Or To</b>																
<b>Cp Shoalwater Wa</b>																
<b>Wwd 20Nm</b>																
Cape Lookout	02	1321PST			0	0			Waterspout							
									Occurred 2 miles offshore of Neskowin. No damage was reported.							
<b>PENNSYLVANIA, Central</b>																
PAZ033		<b>Somerset</b>														
	07	0200EST 1400EST			0	0			Ice Storm							
									A late season storm brought a wintry mix of precipitation to the region on the morning of Monday, April 7, 2003. Early morning snow changed to sleet and then freezing rain. County emergency management officials reported that one-half inch of ice had accumulated on exposed surfaces by mid-afternoon on the 7th, mainly over the higher elevations of the county.							

## Storm Data and Unusual Weather Phenomena

The low pressure system moved from the Gulf Coast states on the 6th into the Tennessee Valley the night of the 6th. As the primary low pressure system moved toward Ohio the morning of the 7th, a secondary low pressure system was forming near Cape Hatteras, North Carolina. This second low pressure system became the primary system and moved northeast. It was just east of Wallops Island, Virginia during the evening of the 7th and was well east of the Delmarva Peninsula just past midnight EDT on the 8th.

Winter 2002-3 was one of the ten snowiest winters on record for most of Eastern Pennsylvania. At the Philadelphia International

## Storm Data and Unusual Weather Phenomena

Location	Date	Time Local/ Standard	Path Length (Miles)	Path Width (Yards)	Number of Persons		Estimated Damage		Character of Storm	April 2003
					Killed	Injured	Property	Crops		

### PENNSYLVANIA, East

Airport, the seasonal snowfall total was 46.3 inches, the 5th snowiest winter on record. At the Lehigh Valley International Airport, the seasonal snowfall total of 54.9 inches was the 7th snowiest winter on record.

**PAZ054>055**

**Carbon - Monroe**

**09 0600EST  
1000EST**

**0 0**

**Winter Weather/Mix**

On the heels of the wintry mix from the 8th, another low pressure system formed across the southeastern United States and moved off the south Atlantic Coast. The northern edge of its precipitation shield reached into the Poconos the morning of April 9th. Enough cold air remained in place near the ground for precipitation to fall as light freezing rain in the higher terrain of the Poconos. Ice accretions were generally one tenth of an inch or less. Untreated roads and walkways were slippery. The low pressure system went from Mississippi the morning of April 8th into the upper Tennessee Valley that evening. The low pressure system then reformed along the Georgia and South Carolina coast overnight and moved offshore of the Carolina Coast the afternoon of the 9th. The Poconos were along the northwestern edge of this low pressure system's precipitation shield.

**PAZ067**

**Chester**

**24 0900EST**

**0 2**

**0 Strong Wind**

Two construction workers were injured when a townhouse they were building in East Caln Township collapsed. A cinder block wall erected on the 23rd was blown over and crashed through three floors of the building. The measured peak wind gust at Philadelphia International Airport was 31 mph.

### PENNSYLVANIA, Northeast

NOT RECEIVED.

### PENNSYLVANIA, Northwest

NOT RECEIVED.

### PENNSYLVANIA, West

**Washington County**

**Claysville**

**04 2110EST**

**0 0 1K**

**Thunderstorm Wind (G55)**

Large trees and power lines blown down.

**Washington County**

**Prosperity**

**04 2115EST**

**0 0 1K**

**Thunderstorm Wind (G55)**

Large trees and power lines blown down.

**Greene County**

**Rices Lndg**

**04 2125EST**

**0 0 1K**

**Thunderstorm Wind (G55)**

Large trees and power lines blown down.

**Indiana County**

**Robinson**

**05 0315EST**

**0 0 17K**

**Thunderstorm Wind (G55)**

Roof damage to 8 houses. Two out buildings destroyed. Numerous trees blown down.

**Westmoreland County**

**Adamsburg**

**05 0300EST**

**0 0 75K**

**Thunderstorm Wind (G55)**

Several businesses in a row lost their roofs to a thunderstorm wind.

**PAZ008>009-015>016-**

**023-030-032**

**07 0200EST**

**0 0**

**Ice Storm**

**08 0700EST**

Snow and sleet late on the 6th, turning to freezing rain in the early morning of the 7th. The resulting ice glaze was one quarter to one half inch thick.

### PUERTO RICO

**Northeast**

**Naguabo**

**11 0900AST**

**0 0**

**Flash Flood**

**1200AST**

Several small rivers were reported overflowing their banks.

**Eastern Interior**

**Juncos**

**11 0900AST**

**0 0**

**Flash Flood.**

**1200AST**

Road 31 was reported flooded.

**Eastern Interior**

**Las Piedras**

**11 1000AST**

**0 0 10K**

**Flash Flood**

**1200AST**

Pueblito del Rio ward was reported flooded. Four houses Las Parcelas Boqueron were reported flooded.

Station: PHILIPSBURG 2-S

RG 25

State: PA

County: CENTRE Standard Time: EASTERN

Observation Time Temperature: 0700 Precipitation: 07000

# Record of Climatological Observations

These data are quality controlled and may not be identical to the original observations.

The \* flags in Preliminary indicate the data have not completed processing and quality control and may not be identical to the original observation.

All 9's (e.g. 9999999, 99999.9, etc.) In the data column indicate that the value was not received or is missing

Scrubland cover: 1=Forest; 2=Fallow; 3=Recent scrubland; 4=Primary grasses; 5=Sand; 6=Straw mulch; 7=Grasses mulch; 8=Rare misc.

-Ground Cover: 1=LEAVES; 2=SNOW; 3=DADE GROUND; 4=DRUMMIE GRASS; 5=SOIL; 6=STRAW HAY; 7=GRASS HAY; 8=DADE HAY;

•**T=TRACE**, **A=Accumulated amount since last measure**, **B=Accumulated amount Includes estimated values**, **S=Included in a subsequent value**, **E=Estimated amount**

KDUJ 100456Z AUTO 07003KT 9SM OVC018 02/01 A3013 RMK A02 SLP218 T00220011 400441006=\*04-10-2003\*  
KDUJ 100556Z AUTO 05007KT 10SM OVC016 02/01 A3013 RMK A02 SLP216 T00220006 10033 20022 50002=\*04-10-2003\*  
KDUJ 100556Z AUTO 05007KT 10SM OVC016 02/01 A3013 RMK A02 SLP216 T00220006 10033 20022 50002=\*04-10-2003\*  
KDUJ 100656Z AUTO 06004KT 10SM OVC016 02/01 A3011 RMK A02 SLP210 T00220006=\*04-10-2003\*  
KDUJ 100756Z AUTO 05006KT 10SM OVC014 02/01 A3010 RMK A02 SLP205 T00220006=\*04-10-2003\*  
KDUJ 100756Z AUTO 05006KT 10SM OVC014 02/01 A3010 RMK A02 SLP205 T00220006=\*04-10-2003\*  
KDUJ 100856Z AUTO 07004KT 10SM OVC014 02/01 A3010 RMK A02 SLP204 T00170006 56010=\*04-10-2003\*  
KDUJ 100956Z AUTO 06007KT 10SM OVC016 02/00 A3012 RMK A02 SLP211 T00170000=\*04-10-2003\*  
KDUJ 101056Z AUTO 07005KT 9SM OVC018 01/00 A3011 RMK A02 SLP210 T00110000=\*04-10-2003\*  
KDUJ 101156Z AUTO 06009KT 9SM FEW018 01/M01 A3011 RMK A02 SLP211 T00111006 10022 20011 51005=\*04-10-2003\*  
KDUJ 101256Z AUTO 07011KT 10SM OVC009 01/M01 A3012 RMK A02 SLP216 T00111006=\*04-10-2003\*  
KDUJ 101356Z AUTO 06008KT 10SM OVC009 02/M01 A3012 RMK A02 SLP213 T00171006=\*04-10-2003\*  
KDUJ 101456Z AUTO 08011KT 10SM CLR 06/M01 A3010 RMK A02 SLP205 T00561006 58002=\*04-10-2003\*  
KDUJ 101556Z AUTO 06014G19KT 10SM CLR 09/M03 A3009 RMK A02 SLP197 T00891033=\*04-10-2003\*  
KDUJ 101656Z AUTO 08013G22KT 10SM CLR 11/M06 A3006 RMK A02 SLP186 T01111061=\*04-10-2003\*  
KDUJ 101856Z AUTO 07009KT 10SM CLR 12/M06 A3003 RMK A02 SLP177 T01171061=\*04-10-2003\*  
KDUJ 101856Z AUTO 07009KT 10SM CLR 12/M06 A3003 RMK A02 SLP177 T01171061=\*04-10-2003\*  
KDUJ 101956Z AUTO 10011KT 10SM CLR 12/M06 A3002 RMK A02 SLP171 T01171061=\*04-10-2003\*  
KDUJ 102056Z AUTO 06010KT 10SM CLR 12/M06 A3000 RMK A02 SLP164 T01221056 58017=\*04-10-2003\*  
KDUJ 102156Z AUTO 06012KT 10SM CLR 14/M05 A2999 RMK A02 SLP160 T01391050=\*04-10-2003\*  
KDUJ 102256Z AUTO 06008KT 10SM CLR 12/M06 A2997 RMK A02 SLP158 T01171056=\*04-10-2003\*  
KDUJ 102356Z AUTO 06010KT 10SM CLR 10/M06 A2996 RMK A02 SLP156 T01001061 10139 20100 57010=\*04-10-2003\*  
KDUJ 110056Z AUTO 07007KT 10SM CLR 08/M05 A2997 RMK A02 SLP159 T00831050=\*04-10-2003\*  
KDUJ 110156Z AUTO 08007KT 10SM CLR 07/M04 A2997 RMK A02 SLP159 T00721039=\*04-10-2003\*  
KDUJ 110256Z AUTO 08006KT 10SM CLR 06/M04 A2997 RMK A02 SLP156 T00611039 50001=\*04-10-2003\*  
KDUJ 110356Z AUTO 09007KT 10SM CLR 06/M03 A2996 RMK A02 SLP152 T00561033=\*04-10-2003\*

KUNV 100449Z 03003KT 10SM SCT010 OVC031 02/00 A3016=\*04-10-2003\*  
KUNV 100449Z 03003KT 10SM SCT010 OVC031 02/00 A3016=\*04-10-2003\*  
KUNV 100547Z 05005KT 10SM OVC011 02/00 A3015=\*04-10-2003\*  
KUNV 100655Z 04005KT 7SM OVC011 02/00 A3014=\*04-10-2003\*  
KUNV 100747Z 05006KT 7SM OVC009 02/00 A3014=\*04-10-2003\*  
KUNV 100850Z 05010KT 7SM OVC007 01/M00 A3012=\*04-10-2003\*  
KUNV 100947Z 05005KT 7SM OVC007 01/00 A3010=\*04-10-2003\*  
KUNV 101047Z 04009KT 5SM BR OVC007 01/M01 A3014=\*04-10-2003\*  
KUNV 101147Z 08009KT 7SM OVC007 01/00 A3015=\*04-10-2003\*  
KUNV 101147Z 08009KT 7SM OVC007 01/00 A3015=\*04-10-2003\*  
KUNV 101250Z 04012KT 5SM BR OVC009 01/M01 A3014=\*04-10-2003\*  
KUNV 101250Z 04012KT 5SM BR OVC009 01/M01 A3014=\*04-10-2003\*  
KUNV 101347Z 06011KT 6SM BR OVC009 01/M01 A3015=\*04-10-2003\*  
KUNV 101447Z 07008KT 7SM OVC013 03/00 A3015=\*04-10-2003\*  
KUNV 101547Z 03012KT 10SM FEW015 BKN110 05/M01 A3012=\*04-10-2003\*  
KUNV 101647Z 06012G20KT 10SM BKN120 07/M01 A3009=\*04-10-2003\*  
KUNV 101747Z 09007KT 10SM BKN120 09/M02 A3008=\*04-10-2003\*  
KUNV 101848Z 09007KT 15SM BKN120 10/M02 A3006=\*04-10-2003\*  
KUNV 101848Z 09007KT 15SM BKN120 10/M02 A3006=\*04-10-2003\*  
KUNV 101950Z 09006KT 20SM FEW150 BKN200 11/M02 A3003=\*04-10-2003\*  
KUNV 102050Z 06010KT 20SM FEW150 SCT200 12/M02 A3002=\*04-10-2003\*  
KUNV 102147Z 07008G17KT 20SM FEW150 SCT200 12/M02 A3000=\*04-10-2003\*  
KUNV 102247Z 09009KT 20SM SCT150 BKN200 12/M04 A2999=\*04-10-2003\*  
KUNV 102355Z 08004KT 20SM BKN150 10/M04 A2998=\*04-10-2003\*  
KUNV 110051Z 06005KT 20SM BKN150 09/M03 A2998=\*04-10-2003\*  
KUNV 110157Z 08005KT 20SM BKN150 08/M04 A2999=\*04-10-2003\*  
KUNV 110157Z 08005KT 20SM BKN150 08/M04 A2999=\*04-10-2003\*  
KUNV 110259Z 09005KT 20SM BKN150 07/M07 A2999=\*04-10-2003\*  
KUNV 110347Z 09006KT 20SM SCT150 07/M06 A2998=\*04-10-2003\*

CDUS41 KCTP 100639

CLIHAR

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

239 AM EDT THU APR 10 2003

.....  
....THE HARRISBURG CLIMATE SUMMARY FOR APRIL 9 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE	(LST)	VALUE	FROM	YEAR	
				NORMAL		

.....  
TEMPERATURE (F)

YESTERDAY

MAXIMUM	42	1047 PM	83	1991	60	-18	68
MINIMUM	34	742 AM	25	1977	39	-5	55
AVERAGE	38				50	-12	62

PRECIPITATION (IN)

YESTERDAY	0.26	1.23	1980	0.10	0.16	0.24
MONTH TO DATE	0.84			0.95	-0.11	0.35
SINCE JUN 1	36.54			34.49	2.05	22.51
SINCE JAN 1	11.78			10.59	1.19	8.24

SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

DEGREE DAYS

HEATING

YESTERDAY	27	15	12	3
MONTH TO DATE	191	147	44	163
SINCE MAR 1	965	870	95	862
SINCE JUL 1	5373	4796	577	4150

COOLING

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

.....  
WIND (MPH)

HIGHEST WIND SPEED	10	HIGHEST WIND DIRECTION	N (10)
HIGHEST GUST SPEED	15	HIGHEST GUST DIRECTION	NE (40)
AVERAGE WIND SPEED	4.7		

SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 1.0

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

RAIN

LIGHT RAIN

FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	1200 AM
LOWEST	82	900 PM
AVERAGE	91	

.....

THE HARRISBURG CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	86	1922
MINIMUM TEMPERATURE (F)	40	26	1985
		1982	
		1950	

SUNRISE AND SUNSET

APRIL 10 2003.....	SUNRISE	637 AM EDT	SUNSET	740 PM EDT
APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 100639

CLIIPT

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

239 AM EDT THU APR 10 2003

.....

...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 9 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE	(LST)	VALUE	FROM	YEAR	
				NORMAL		

.....

TEMPERATURE (F)

YESTERDAY

MAXIMUM	42	624 PM	81	1991	58	-16	68
MINIMUM	34	708 AM	22	1977	36	-2	52
AVERAGE	38				47	-9	60

PRECIPITATION (IN)

YESTERDAY	0.00	1.92	1980	0.11	-0.11	0.14
MONTH TO DATE	1.05			0.99	0.06	0.16
SINCE JUN 1	35.68			35.30	0.38	31.61
SINCE JAN 1	9.18			9.66	-0.48	7.68

SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

DEGREE DAYS

HEATING

YESTERDAY	27	18	9	5
MONTH TO DATE	206	174	32	189
SINCE MAR 1	1069	998	71	972
SINCE JUL 1	5846	5532	314	4688

**COOLING**

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

**WIND (MPH)**

HIGHEST WIND SPEED	9	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	13	HIGHEST GUST DIRECTION	E (90)
AVERAGE WIND SPEED	3.1		

**SKY COVER**

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 1.0

**WEATHER CONDITIONS**

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

FOG

**RELATIVE HUMIDITY (PERCENT)**

HIGHEST	100	200 AM
LOWEST	76	600 PM
AVERAGE	88	

**THE WILLIAMSPORT CLIMATE NORMALS FOR TODAY**

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	58	86	1922
MINIMUM TEMPERATURE (F)	36	19	1982

**SUNRISE AND SUNSET**

APRIL 10 2003.....SUNRISE 637 AM EDT SUNSET 742 PM EDT  
APRIL 11 2003.....SUNRISE 635 AM EDT SUNSET 743 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 102118

CLIHAR

**CLIMATE REPORT**

NATIONAL WEATHER SERVICE STATE COLLEGE PA

517 PM EDT THU APR 10 2003

...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 10 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE	FROM	YEAR	
						NORMAL

**TEMPERATURE (F)**

TODAY

MAXIMUM	53	409 PM	86	1922	61	-8	64
MINIMUM	39	1215 AM	26	1985	40	-1	44
							1982
							1950
AVERAGE	46				50	-4	54

**PRECIPITATION (IN)**

TODAY	0.00	1.88	1993	0.10	-0.10	T
MONTH TO DATE	0.84			1.05	-0.21	0.35
SINCE JUN 1	36.54			34.59	1.95	22.51
SINCE JAN 1	11.78			10.69	1.09	8.24

**SNOWFALL (IN)**

TODAY	0.0
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

**DEGREE DAYS****HEATING**

TODAY	19	15	4	11
MONTH TO DATE	210	162	48	174
SINCE MAR 1	984	885	99	873
SINCE JUL 1	5392	4811	581	4161

**COOLING**

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

**WIND (MPH)**

HIGHEST WIND SPEED	16	HIGHEST WIND DIRECTION	E (70)
HIGHEST GUST SPEED	24	HIGHEST GUST DIRECTION	E (70)
AVERAGE WIND SPEED	7.0		

**SKY COVER**

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.8

**WEATHER CONDITIONS**

THE FOLLOWING WEATHER WAS RECORDED TODAY.  
FOG

**RELATIVE HUMIDITY (PERCENT)**

HIGHEST	100	1200 AM
LOWEST	54	300 PM
AVERAGE	77	

**THE HARRISBURG CLIMATE NORMALS FOR TOMORROW**

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	82	1977
MINIMUM TEMPERATURE (F)	40	26	1909

**SUNRISE AND SUNSET**

APRIL 10 2003.....	SUNRISE	637 AM EDT	SUNSET	740 PM EDT
APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 102118

CLIIPT

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

517 PM EDT THU APR 10 2003

.....  
...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 10 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE	(LST)	VALUE	FROM	YEAR	
				NORMAL		

.....  
TEMPERATURE (F)

TODAY

MAXIMUM	61	355 PM	86	1922	58	3	64
MINIMUM	37	711 AM	19	1982	36	1	42
AVERAGE	49				47	2	53

PRECIPITATION (IN)

TODAY	0.00	1.56	1993	0.11	-0.11	0.00
MONTH TO DATE	1.05			1.10	-0.05	0.16
SINCE JUN 1	35.68			35.41	0.27	31.61
SINCE JAN 1	9.18			9.77	-0.59	7.68

SNOWFALL (IN)

TODAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

DEGREE DAYS

HEATING

TODAY	16	18	-2	12
MONTH TO DATE	222	192	30	201
SINCE MAR 1	1085	1016	69	984
SINCE JUL 1	5862	5550	312	4700

COOLING

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

.....  
WIND (MPH)

HIGHEST WIND SPEED	12	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	18	HIGHEST GUST DIRECTION	E (80)
AVERAGE WIND SPEED	6.4		

SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.5

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.  
NO SIGNIFICANT WEATHER WAS OBSERVED.

RELATIVE HUMIDITY (PERCENT)

HIGHEST	92	100 AM
LOWEST	32	400 PM

AVERAGE 62

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THE WILLIAMSPORT CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	58	82	1922
MINIMUM TEMPERATURE (F)	36	21	1989

SUNRISE AND SUNSET

APRIL 10 2003.....	SUNRISE 637 AM EDT	SUNSET 742 PM EDT
APRIL 11 2003.....	SUNRISE 635 AM EDT	SUNSET 743 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

SRUS51 KCTP 101159

RR3CTP

CRW

.A PALP1 0410 E DH07/TX 38/TN 29/TA 32/PPP 0.0/XW 10/SF 0.0/SD 0.0

.A1 HG 0.0

.A SUNP1 0410 E DH0745/TX 43/TN 34/TA 37/PPP T/XW 03/SF 0680/HG 12.73

.A SMTP1 0410 E DH0730/TX 36/TN 33/TA 35/PPP 0.13/XW 03/SF 0/SD 0

.A1 SW 0.00

.A LOKP1 0409 E DH07/TX 38/TN 30/TA 34/PPP 0.00/XW 45

.A LOKP1 0410 E DH07/TN 42/TN 34/TA 37/PPP 0.00/XW 03

.A EMPP1 0410 E DH08/TX 42/TN 35/TA 36/PPP 0.00/XW 03

SRUS51 KCTP 101202

RR1CTP

.B CTP 0410 DH12/PPP/TX/TN/TA/HG/SF/SD

:

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0802 AM EDT THU APR 10 2003

: 24 HR TEMPERATURE RIVER SNOW :

: PRECIP MAX MIN OBS STAGE NEW TOTAL :

PGVP1	/	/	/	/	/	/	:	PINE GROVE						
CNWM2	/	/	/	/	/	/	:	CONOWINGO MD						
HLTP1	/	/	/	/	/	/	:	HOLTWOOD						
LCRP1	/	/	/	/	/	/	:	LANCASTER						
SAHP1	/	/	/	/	/	/	:	SAFE HARBOR						
YHNP1	/	/	/	/	/	/	:	YORK HAVEN						
BFFP1	0.12	/	/	/	/	0.0	/	0	:	BUFFALO MILLS				
CDRP1	T	/	35	/	29	/	/	0.0	/	T	:	COUDERSPORT 7S		
UNNP1	0.13	/	42	/	34	/	/	0.0	/	0	:	HANOVER		
JRSP1	/	/	/	/	/	/	/				:	JERSEY SHORE		
LBGP1	/	/	/	/	/	/	/				:	LEWISBURG		
MILP1	0.18	/	40	/	38	/	/				:	MILLERSVILLE		
MTDP1	/	/	/	/	/	/	/				:	MOUNT DAVIS		
NHDP1	0.20	/	41	/	33	/	/	0.0	/	0	:	NEW HOLLAND		
SMEP1	/	/	/	/	/	/	/				:	SMETHPORT		
WRRP1	0.00	/	42	/	31	/	8.69	/	0.0	/	0	:	WARREN	
SPCP1	/	/	/	/	/	/	/				:	SPRING CREEK		
MDT	0.07	/	42	/	34	/	40	/	/	0.0	/	0	:	HARRISBURG
IPT	0.00	/	42	/	34	/	37	/	/	0.0	/	0	:	WILLIAMSPORT
GLNP1	/	/	/	/	/	/	/				:	GLENCOE		
HERP1	0.08	/	/	/	/	/	/	0.0	/	0	:	HERSHEY		
MAYP1	0.08	/	39	/	30	/	35	/	/	0.0	/	1	:	MAHANOY CITY
USBP1	/	/	/	/	/	/	/				:	UPPER STRASBURG		

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 101215

RR3CTP

CRW

.A PLBP1 0410 E DH08/TX 37/TN 30/TA 33/PPP 0/XW 03/SF 0/SD T

.A PGLP1 0410 E DH08/TX 41/TN 32/TA 36/PPP .0/XW 03/SF M/SD M

.A SPBP1 0410 E DH0805/TX 40/TN 32/TA 38/PPP .11/XW 3

SRUS51 KCTP 101218

RR3CTP

CHS

.A STCP1 0410 E DH08/TX 40/TN 32/TA 35/PPP T/SF 0.0/SD T

SRUS51 KCTP 101231

RR3CTP

CRW

.A SMRP1 0410 E DH08/TA 36/PPP .05/XW 03/SF T/SD 0

SRUS51 KCTP 101247

RR3CTP

CRW

.A OSWP1 0410 E DH08/TX 39/TN 30/TA 30/PPP 0/XW 03

.AR PGFP1 0410 E DH0815/TA 35/PPP 0.17/XW 03

SRUS51 KCTP 101255

RR1CTP

.B CTP 0410 DH12/PPP/TX/TN/TA/HG/SF/SD

1

PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

0855 AM EDT THU APR 10 2003

24 HR TEMPERATURE RIVER SNOW :

PRECIP MAX MIN OBS STAGE NEW TOTAL

PGVP1	0.07	/	/	/ 36	/	/ 0.0	/ 0	:	PINE GROVE
CNWM2	0.26	/	/	/	/	/ 0.0	/ 0	:	CONOWINGO MD
HLTP1	0.16	/	/	/	/	/ 0.0	/ 0	:	HOLTWOOD
LCRP1	0.32	/ 41	/ 34	/ 40	/ 4.76	/ 0.0	/ 0	:	LANCASTER
SAHP1	0.08	/	/	/	/	/ 0.0	/ 0	:	SAFE HARBOR
YHNP1	0.12	/	/	/	/	/ 0.0	/ 0	:	YORK HAVEN
BFFP1	0.12	/	/	/	/	/ 0.0	/ 0	:	BUFFALO MILLS
CDRP1	T	/ 35	/ 29	/ 29	/	/ 0.0	/ T	:	COUDERSPORT 7S
UNNP1	0.13	/ 42	/ 34	/ 39	/	/ 0.0	/ 0	:	HANOVER
JRSP1	0.00	/	/	/	/ 7.13	/ 0.0	/ 0	:	JERSEY SHORE
LBGP1	/	/	/	/	/	/	/	:	LEWISBURG
MILP1	0.18	/ 40	/ 38	/ 38	/	/	/	:	MILLERSVILLE
MTDP1	/	/	/	/	/	/	/	:	MOUNT DAVIS
NHDP1	0.20	/ 41	/ 33	/ 36	/	/ 0.0	/ 0	:	NEW HOLLAND
SMEP1	/	/	/	/	/	/	/	:	SMETHPORT
WRRP1	0.00	/ 42	/ 31	/ 34	/ 8.69	/ 0.0	/ 0	:	WARREN
SPCP1	/	/	/	/	/	/	/	:	SPRING CREEK
MDT	0.07	/ 42	/ 34	/ 40	/	/ 0.0	/ 0	:	HARRISBURG
IPT	0.00	/ 42	/ 34	/ 37	/	/ 0.0	/ 0	:	WILLIAMSPORT
GLNP1	/	/	/	/	/	/	/	:	GLENCOE
HERP1	0.08	/	/	/	/	/ 0.0	/ 0	:	HERSHEY
MAYP1	0.08	/ 39	/ 30	/ 35	/	/ 0.0	/ 1	:	MAHANOY CITY
USBP1	/	/	/	/	/	/	/	:	UPPER STRASBURG

~~NOTE... LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT~~

END

SBUIS51 KCTP 101256

PP16TR

B-CTP 0410 DH12/PPP/TX/TN/TA/HG/SE/SD

1

## PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

NATIONAL WEATHER SERVICE OFFICE STATE COLLEGE PA

0856 AM EDT THU APR 10 2003

24 HR TEMPERATURE RIVER SNOW

NHDP1	0.20	/ 41	/ 33	/ 36	/	/ 0.0	/ 0	:	NEW HOLLAND
SMEP1		/	/	/	/	/	/	:	SMETHPORT
WRRP1	0.00	/ 42	/ 31	/ 34	/ 8.69	/ 0.0	/ 0	:	WARREN
SPCP1	0.00	/ 39	/ 29	/ 31	/	/ 0.0	/ 0	:	SPRING CREEK
MDT	0.07	/ 42	/ 34	/ 40	/	/ 0.0	/ 0	:	HARRISBURG
IPT	0.00	/ 42	/ 34	/ 37	/	/ 0.0	/ 0	:	WILLIAMSPORT
GLNP1		/	/	/	/	/	/	:	GLENCOE
HERP1	0.08	/	/	/	/	/ 0.0	/ 0	:	HERSHEY
MAYP1	0.08	/ 39	/ 30	/ 35	/	/ 0.0	/ 1	:	MAHANOY CITY
USBP1		/	/	/	/	/	/	:	UPPER STRASBURG

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 101303

RR3CTP

CRW

.A BEPP1 0410 E DH0830/TX 41/TN 33/TA 37/PPP T/XW 02/SF 0.0/SD 0

SRUS51 KCTP 101410

RR3CTP

CTP

.A CONP1 0410 E DH0830/TX 46/TN 34/TA 40/PPP .08/XW 03/SF 0.0/SD 0

SRUS51 KCTP 101459

RR1CTP

.E CONP1 0410 DH1045/PCIRP/DIN-60/3.6

SRUS51 KCTP 101504

RR1CTP

.E CONP1 0410 DH1500/PCIRP/DIN-60/3.6

SRUS51 KCTP 101505

RR5CTP

NATIONAL WEATHER SERVICE STATE COLLEGE PA

PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PA

1058 AM THU APR 10 2003

#### TEMPERATURE AND PRECIPITATION FOR THE PAST 24 HOURS

STATION	PRECIP	TEMPERATURE			SNOW	
		MAX	MIN	OBSN	NEW	TOTAL
ADAMS COUNTY						
BIGLERVILLE	0.28	40	33	38		
BEDFORD COUNTY						
BUFFALO MILLS	0.12				0.0	0
EVERETT	0.13	39	33	37		
SAXTON	0.08			38		
WOLFSBURG	0.13					
BLAIR COUNTY						
ALTOONA	0.00	38	32	35	0.0	0
TYRONE	0.00			40	0.0	0
WILLIAMSBURG	0.02			34	0.0	0
BUTLER COUNTY						
SLIPPERY ROCK	0.00	47	37	40		
CAMBRIA COUNTY						
EBENSBURG						
PRINCE GALLITZIN SP	0.00	41	32	36	M	M
CAMERON COUNTY						
EMPORIUM	0.00	42	35	36		
SINNEMAHONING	0.00				0.0	0
STEVENSON DAM	0.00	41	34	35	0.0	0
CENTRE COUNTY						
CLARENCE	0.00	38	31	33	0.0	T
MILLHEIM	0.00	38	31	34	0.0	T
PHILIPSBURG 2S	0.00	37	30	33	0.0	T

STATE COLLEGE	T	40	32	35	0.0	T
CLEARFIELD COUNTY						
COALPORT 1NW						
CLINTON COUNTY						
LOCK HAVEN	0.00	42	34	37		
RENOVO	0.00	42	36	37	0.0	0
COLUMBIA COUNTY						
BENTON	T	41	33	37	0.0	0
CUMBERLAND COUNTY						
PINE GROVE FURNACE	0.17			35		
SHIPPENSBURG	0.11	40	32	38		
DAUPHIN COUNTY						
DEHART DAM	0.09	40	34	36		
HARRISBURG	0.07	42	34	41	0.0	0
HARRISBURG 1 NE	0.10	42	33	40		
HERSHEY	0.08				0.0	0
ELK COUNTY						
RIDGWAY	0.00	41	33	34	0.0	0
WILCOX						
FAYETTE COUNTY						
CHALKHILL	0.04	45	34	38		
FRANKLIN COUNTY						
SOUTH MOUNTAIN	0.13	36	33	35	0.0	0
UP. STRASBURG						
HARFORD COUNTY MD						
CONOWINGO DAM MD	0.26				0.0	0
HUNTINGDON COUNTY						
HUNTINGDON	0.05	41	33	37	0.0	0
LANCASTER COUNTY						
GLEN MOORE	0.22					
HOLTWOOD	0.16				0.0	0
MILLERSVILLE	0.18	40	38	38		
NEW HOLLAND	0.20	41	33	36	0.0	0
SAFE HARBOR	0.08				0.0	0
LUZERNE COUNTY						
WHITE HAVEN	T	38	31	33		
LYCOMING COUNTY						
JERSEY SHORE	0.00				0.0	0
WILLIAMSPORT	0.00	42	34	37	0.0	0
MCKEAN COUNTY						
CLERMONT						
KANE	T	34	28	28	0.0	0
PORT ALLEGHENY	0.00	38	29	32	0.0	0
SMETHPORT						
MIFFLIN COUNTY						
LEWISTOWN	0.00	41	34	37	0.0	0
MONROE COUNTY						
LONG POND						
MONTOUR COUNTY						
DANVILLE	0.00			38		
NORTHUMBERLAND COUNTY						
SUNBURY	T	43	34	37	680.0	
POTTER COUNTY						
COUDERSPORT 7S	T	35	29	29	0.0	T
OSWAYO	0.00	39	30	30		
SCHUYLKILL COUNTY						
MAHANOY CITY	0.08	39	30	35	0.0	1
PINE GROVE	0.07			36	0.0	0
SNYDER COUNTY						
SELINSGROVE	0.01	42	34	37		

SOMERSET COUNTY						
BOSWELL						
CONFLUENCE	0.08	46	34	40	0.0	0
GLENCOE						
LAUREL SUMMIT	0.06	34	29	32	T	1
MEYERSDALE	0.10	38	31	36		
MOUNT DAVIS						
SOMERSET	0.05			36	T	0
SULLIVAN COUNTY						
LAPORTE	T	33	29	30	T	1
SUSQUEHANNA COUNTY						
MONROSE	T	37	31	32	0.0	1
TIOGA COUNTY						
COVINGTON	0.00					2
SABINSVILLE	0.10				0.0	2
WELLSBORO	T	33	28	29	0.0	2
UNION COUNTY						
LEWISBURG	0.00	42	33	37	0.0	0
VENANGO COUNTY						
FRANKLIN						
WARREN COUNTY						
WARREN	0.00	42	31	34	0.0	0
SPRING CREEK	0.00	39	29	31	0.0	0
WAYNE COUNTY						
HAWLEY	T	39	31	35		
WESTMORELAND COUNTY						
MOUNT PLEASANT	0.00	48	37	40		
RECTOR	0.00	48	36	39		
YORK COUNTY						
HANOVER	0.13	42	34	39	0.0	0
YORK HAVEN	0.12				0.0	0

SRUS51 KCTP 101511

RR3CTP

CRW

.A CLPP1 0410 E DH07/TX 40/TN 32/TA 36/PPP 0/XW 02/SF 0/SD 0

SRUS51 KCTP 101738

RR1CTP

.E CNFP1 0410 DH1730/HGIRP/DIN-60/5.49

.E CONP1 0410 DH1730/PCIRP/DIN-60/3.6

.E FDLP1 0410 DH1715/HGIRP/DIN-60/4.89

SRUS51 KCTP 102338

RR1CTP

.E CNFP1 0410 DH2330/HGIRP/DIN-60/5.4

.E CONP1 0410 DH2330/PCIRP/DIN-60/3.6

.E FDLP1 0410 DH2315/HGIRP/DIN-60/4.85

SRUS51 KCTP 110207

RR3CTP

CRW

.A WMSP1 0410 E DH22/TX 60/TN 36/TA 48/PPP 0.00/XP 05/SF 0.0/SD 0

.A1 SW 0.02

CDUS41 KCTP 110628

CLIHAR

CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

227 AM EDT FRI APR 11 2003

.....  
...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 10 2003...

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE	(LST)	VALUE	FROM	YEAR	
				NORMAL		

.....  
TEMPERATURE (F)

YESTERDAY

MAXIMUM	53	531 PM	86	1922	61	-8	64
MINIMUM	39	1215 AM	26	1985	40	-1	44
				1982			
				1950			
AVERAGE	46			50	-4	54	

PRECIPITATION (IN)

YESTERDAY	T	1.88	1993	0.10	-0.10	T
MONTH TO DATE	0.84			1.05	-0.21	0.35
SINCE JUN 1	36.54			34.59	1.95	22.51
SINCE JAN 1	11.78			10.69	1.09	8.24

SNOWFALL (IN)

YESTERDAY	0.0
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

DEGREE DAYS

HEATING

YESTERDAY	19		15	4	11
MONTH TO DATE	210		162	48	174
SINCE MAR 1	984		885	99	873
SINCE JUL 1	5392		4811	581	4161

COOLING

YESTERDAY	0		0	0	0
MONTH TO DATE	0		0	0	0
SINCE MAR 1	0		0	0	0
SINCE JAN 1	0		0	0	0

.....  
WIND (MPH)

HIGHEST WIND SPEED	22	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	26	HIGHEST GUST DIRECTION	E (80)
AVERAGE WIND SPEED	9.4		

SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.6

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

LIGHT RAIN  
FOG

**RELATIVE HUMIDITY (PERCENT)**

HIGHEST	100	1200 AM
LOWEST	46	500 PM
AVERAGE	73	

**THE HARRISBURG CLIMATE NORMALS FOR TODAY**

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	82	1977
MINIMUM TEMPERATURE (F)	40	26	1909

**SUNRISE AND SUNSET**

APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	742 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 110628

CLIIPT

**CLIMATE REPORT**

NATIONAL WEATHER SERVICE STATE COLLEGE PA

227 AM EDT FRI APR 11 2003

**...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 10 2003...**

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE (LST)	VALUE	VALUE	FROM	YEAR	
						NORMAL

**TEMPERATURE (F)****YESTERDAY**

MAXIMUM	61	424 PM	86	1922	58	3	64
MINIMUM	37	711 AM	19	1982	36	1	42
AVERAGE	49				47	2	53

**PRECIPITATION (IN)**

YESTERDAY	0.00	1.56	1993	0.11	-0.11	0.00
MONTH TO DATE	1.05			1.10	-0.05	0.16
SINCE JUN 1	35.68			35.41	0.27	31.61
SINCE JAN 1	9.18			9.77	-0.59	7.68

**SNOWFALL (IN)**

YESTERDAY	0.0
MONTH TO DATE	3.8
SINCE MAR 1	10.8
SINCE JUL 1	63.9
SNOW DEPTH	0

**DEGREE DAYS****HEATING**

YESTERDAY	16	18	-2	12
MONTH TO DATE	222	192	30	201
SINCE MAR 1	1085	1016	69	984
SINCE JUL 1	5862	5550	312	4700

**COOLING**

YESTERDAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

#### WIND (MPH)

HIGHEST WIND SPEED	14	HIGHEST WIND DIRECTION	SE (120)
HIGHEST GUST SPEED	18	HIGHEST GUST DIRECTION	NE (60)
AVERAGE WIND SPEED	6.1		

#### SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.4

#### WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.  
NO SIGNIFICANT WEATHER WAS OBSERVED.

#### RELATIVE HUMIDITY (PERCENT)

HIGHEST	92	100 AM
LOWEST	31	600 PM
AVERAGE	62	

#### THE WILLIAMSPORT CLIMATE NORMALS FOR TODAY

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	58	82	1922
MINIMUM TEMPERATURE (F)	36	21	1989

#### SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	635 AM EDT	SUNSET	743 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	744 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 112134

CLIHAR

#### CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA  
533 PM EDT FRI APR 11 2003

#### ...THE HARRISBURG CLIMATE SUMMARY FOR APRIL 11 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1888 TO 2003

WEATHER ITEM	OBSERVED TIME	RECORD	YEAR	NORMAL	DEPARTURE	LAST
	VALUE	(LST)	VALUE	FROM	YEAR	
						NORMAL

#### TEMPERATURE (F)

TODAY

MAXIMUM	46	316 PM	82	1977	61	-15	66
MINIMUM	39	MM	26	1909	40	-1	38
AVERAGE	43				51	-8	52

#### PRECIPITATION (IN)

TODAY	0.65		1.04	1894	0.10	0.55	0.00
MONTH TO DATE	1.49				1.15	0.34	0.35

SINCE JUN 1	37.19	34.69	2.50	22.51
SINCE JAN 1	12.43	10.79	1.64	8.24

#### SNOWFALL (IN)

TODAY	MM
MONTH TO DATE	2.0
SINCE MAR 1	3.8
SINCE JUL 1	57.7
SNOW DEPTH	0

#### DEGREE DAYS

##### HEATING

TODAY	22	14	8	13
MONTH TO DATE	232	176	56	187
SINCE MAR 1	1006	899	107	886
SINCE JUL 1	5414	4825	589	4174

##### COOLING

TODAY	0	0	0	0
MONTH TO DATE	0	0	0	0
SINCE MAR 1	0	0	0	0
SINCE JAN 1	0	0	0	0

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#### WIND (MPH)

HIGHEST WIND SPEED	12	HIGHEST WIND DIRECTION	E (80)
HIGHEST GUST SPEED	22	HIGHEST GUST DIRECTION	NE (50)
AVERAGE WIND SPEED	8.1		

#### SKY COVER

POSSIBLE SUNSHINE	MM
AVERAGE SKY COVER	1.0

#### WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.

HEAVY RAIN  
RAIN  
LIGHT RAIN  
FOG

#### RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	800 AM
LOWEST	62	1200 AM
AVERAGE	81	

---

#### THE HARRISBURG CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	61	86	1977
MINIMUM TEMPERATURE (F)	40	26	1926

#### SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	636 AM EDT	SUNSET	741 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	742 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

CDUS41 KCTP 112134

CLIIPT

## CLIMATE REPORT

NATIONAL WEATHER SERVICE STATE COLLEGE PA

533 PM EDT FRI APR 11 2003

.....  
...THE WILLIAMSPORT CLIMATE SUMMARY FOR APRIL 11 2003...

VALID TODAY AS OF 0500 PM LOCAL TIME.

CLIMATE NORMAL PERIOD 1971 TO 2000

CLIMATE RECORD PERIOD 1895 TO 2003

WEATHER ITEM OBSERVED TIME RECORD YEAR NORMAL DEPARTURE LAST  
VALUE (LST) VALUE VALUE FROM YEAR  
NORMAL.....  
TEMPERATURE (F)

## TODAY

MAXIMUM 46 347 PM 82 1922 58 -12 72  
MINIMUM 38 618 AM 21 1989 36 2 33  
AVERAGE 42 47 -5 53

## PRECIPITATION (IN)

TODAY 0.68 1.09 1948 0.11 0.57 0.00  
MONTH TO DATE 1.73 1.21 0.52 0.16  
SINCE JUN 1 36.36 35.52 0.84 31.61  
SINCE JAN 1 9.86 9.88 -0.02 7.68

## SNOWFALL (IN)

TODAY 0.0  
MONTH TO DATE 3.8  
SINCE MAR 1 10.8  
SINCE JUL 1 63.9  
SNOW DEPTH 0

## DEGREE DAYS

## HEATING

TODAY 23 17 6 12  
MONTH TO DATE 245 209 36 213  
SINCE MAR 1 1108 1033 75 996  
SINCE JUL 1 5885 5567 318 4712

## COOLING

TODAY 0 0 0 0  
MONTH TO DATE 0 0 0 0  
SINCE MAR 1 0 0 0 0  
SINCE JAN 1 0 0 0 0.....  
WIND (MPH)HIGHEST WIND SPEED 9 HIGHEST WIND DIRECTION W (250)  
HIGHEST GUST SPEED MM HIGHEST GUST DIRECTION MM  
AVERAGE WIND SPEED 4.9

## SKY COVER

POSSIBLE SUNSHINE MM  
AVERAGE SKY COVER 0.8

## WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED TODAY.

HEAVY RAIN

RAIN

LIGHT RAIN

FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	100	700 AM
LOWEST	70	1200 AM
AVERAGE	85	

.....

THE WILLIAMSPORT CLIMATE NORMALS FOR TOMORROW

	NORMAL	RECORD	YEAR
MAXIMUM TEMPERATURE (F)	59	87	1977
MINIMUM TEMPERATURE (F)	37	22	1926

SUNRISE AND SUNSET

APRIL 11 2003.....	SUNRISE	635 AM EDT	SUNSET	743 PM EDT
APRIL 12 2003.....	SUNRISE	634 AM EDT	SUNSET	744 PM EDT

- INDICATES NEGATIVE NUMBERS.

R INDICATES RECORD WAS SET OR TIED.

MM INDICATES DATA IS MISSING.

T INDICATES TRACE AMOUNT.

.A CLPP1 0411 E DH07/TX 56/TN 32/TA 35/PPP 0.80/XW 63/SF 0/SD 0

.A SPBP1 0411 E DH0730/TX 53/TN 36/TA 37/PPP 0.11/XW 63

SRUS51 KCTP 111200

RR1CTP

.B CTP 0411 DH12/PPP/TX/TN/TA/HG/SF/SD

:

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0759 AM EDT FRI APR 11 2003

: 24 HR TEMPERATURE RIVER SNOW :

: PRECIP MAX MIN OBS STAGE NEW TOTAL :

PGVP1	/	/	/	/	/	/	:	PINE GROVE	
CNWM2	/	/	/	/	/	/	:	CONOWINGO MD	
HLTP1	/	/	/	/	/	/	:	HOLTWOOD	
LCRP1	/	/	/	/	/	/	:	LANCASTER	
SAHP1	/	/	/	/	/	/	:	SAFE HARBOR	
YHNP1	/	/	/	/	/	/	:	YORK HAVEN	
BFFP1	/	/	/	/	/	/	:	BUFFALO MILLS	
CDRP1	0.00	/ 55	/ 29	/ 34	/	0.0	/ 0	:	COUDERSPORT 7S
UNNP1	0.17	/ 50	/ 37	/ 38	/	0.0	/ 0	:	HANOVER
JRSP1	/	/	/	/	/	/	:	JERSEY SHORE	
LBGP1	/	/	/	/	/	/	:	LEWISBURG	
MILP1	0.22	/ 52	/ 37	/ 37	/	/	/	:	MILLERSVILLE
MTDP1	/	/	/	/	/	/	:	MOUNT DAVIS	
NHDP1	0.32	/ 54	/ 36	/ 37	/	0.0	/ 0	:	NEW HOLLAND
SMEP1	0.00	/	/ 31	/	/	0.0	/ 0	:	SMETHPORT
WRRP1	0.00	/ 60	/ 31	/ 32	/ 8.56	0.0	/ 0	:	WARREN
SPCP1	/	/	/	/	/	/	:	SPRING CREEK	
MDT	0.19	/ 53	/ 39	/ 39	/	0.0	/ 0	:	HARRISBURG
IPT	0.09	/ 61	/ 37	/ 39	/	0.0	/ 0	:	WILLIAMSPORT
GLNP1	/	/	/	/	/	/	:	GLENCOE	
HERP1	0.26	/	/	/	/	0.0	/ 0	:	HERSHEY
MAYP1	0.18	/ 57	/ 31	/ 39	/	0.0	/ 0	:	MAHANOY CITY
USBP1	/	/	/	/	/	/	:	UPPER STRASBURG	

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 111159

RR3CTP

CRW

.A ALOP1 0411 E DH07/TX 55/TN 35/TA 35/PPP 0.40/XW 63/SF 0.0/SD 0

.A DANP1 0411 E DH0745/TA 37/PPP 0.28/XW 65

.A SMTP1 0411 E DH0730/TX 48/TN 33/TA 34/PPP 0.29/XW 61

SRUS51 KCTP 111216

RR3CTP

CRW

.A PLBP1 0411 E DH08/TX 55/TN 33/TA 35/PPP .50/XW 61/SF 0/SD 0

.A EVRP1 0411 E DH0803/TX 55/TN 37/TA 37/PPP .45/XW 51

.A EMPP1 0411 E DH08/TX 62/TN 32/TA 35/PPP T/XW 61

.A PGLP1 0411 E DH08/TX 58/TN 36/TA 36/PPP .27/XW 63/SF M/SD M

SRUS51 KCTP 111231

RR3CTP

CRW

.A OSWP1 0411 E DH08/TX 56/TN 26/TA 30/PPP 0/XW 03

.A STCP1 0411 E DH08/TX 56/TN 35/TA 37/PPP 0.27/SF 0.0/SD 0

.A BEPP1 0411 E DH08/TX 57/TN 36/TA 37/PPP 0.04/XW 61/SF T/SD 0

.A PGFP1 0411 E DH0815/TA 36/PPP 0.21/XW 53

SRUS51 KCTP 111234

RR3CTP

CHS

.A STCP1 0411 E DH08/TX 56/TN 35/TA 37110/TSIRZX M/SF 0.0/SD 0

SRUS51 KCTP 111257

RR1CTP

.B CTP 0411 DH12/PPP/TX/TN/TA/HG/SF/SD

:

: PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PENNSYLVANIA

: NATIONAL WEATHER SERVICE OFFICE, STATE COLLEGE PA

: 0857 AM EDT FRI APR 11 2003

: STATION	24 HR TEMPERATURE			RIVER		SNOW		: LOCATION
	PRECIP	MAX	MIN	OBS	STAGE	NEW	TOTAL	
PGVP1	0.23	/	/	/ 37	/	/ 0.0	/ 0	: PINE GROVE
CNWM2	0.48	/	/	/	/	/ 0.0	/ 0	: CONOWINGO MD
HLTP1	0.40	/	/	/	/	/ 0.0	/ 0	: HOLTWOOD
LCRP1	0.00	/ 53	/ 37	/ 38	/ 4.36	/ 0.0	/ 0	: LANCASTER
SAHP1	0.44	/	/	/	/	/ 0.0	/ 0	: SAFE HARBOR
YHNP1	0.26	/	/	/	/	/ 0.0	/ 0	: YORK HAVEN
BFFP1	0.26	/	/	/	/	/ 0.0	/ 0	: BUFFALO MILLS
CDRP1	0.00	/ 55	/ 29	/ 34	/	/ 0.0	/ 0	: COUDERSPORT 7S
UNNP1	0.17	/ 50	/ 37	/ 38	/	/ 0.0	/ 0	: HANOVER
JRSP1	/	/	/	/	/	/	/	: JERSEY SHORE
LBGP1	/	/	/	/	/	/	/	: LEWISBURG
MILP1	0.22	/ 52	/ 37	/ 37	/	/	/	: MILLERSVILLE
MTDP1	/	/	/	/	/	/	/	: MOUNT DAVIS
NHDP1	0.32	/ 54	/ 36	/ 37	/	/ 0.0	/ 0	: NEW HOLLAND
SMEP1	0.00	/	/	/ 31	/	/ 0.0	/ 0	: SMETHPORT
WRRP1	0.00	/ 60	/ 31	/ 32	/ 8.56	/ 0.0	/ 0	: WARREN
SPCP1	/	/	/	/	/	/	/	: SPRING CREEK
MDT	0.19	/ 53	/ 39	/ 39	/	/ 0.0	/ 0	: HARRISBURG
IPT	0.09	/ 61	/ 37	/ 39	/	/ 0.0	/ 0	: WILLIAMSPORT
GLNP1	0.48	/	/	/	/	/ 0.0	/ 0	: GLENCOE
HERP1	0.26	/	/	/	/	/ 0.0	/ 0	: HERSHHEY
MAYP1	0.18	/ 57	/ 31	/ 39	/	/ 0.0	/ 0	: MAHANOY CITY
USBP1	/	/	/	/	/	/	/	: UPPER STRASBURG

:NOTE...LANCASTER OBSERVATION IS FROM MIDNIGHT TO MIDNIGHT

.END

SRUS51 KCTP 111330

RR3CTP

CTP

.A CONP1 0411 E DH08/TX 55/TN 37/TA 37/XW 03/PPP 0.25/SF 0.0/SD 0

SRUS51 KCTP 111331 CCA

RR3CTP

CTP

.AR STCP1 0411 E DH08/TX 56/TN 35/TA 37/PPP 0.27/SF 0.0/SD 0

SRUS51 KCTP 111439

RR3CTP

CRW

.A LOKP1 0411 E DH07/TX 60/TN 36/TA 38/PPP 0.10/XW 61/SW 0.35

SRUS51 KCTP 111503

RR5CTP

NATIONAL WEATHER SERVICE STATE COLLEGE PA

PRECIPITATION AND TEMPERATURE SUMMARY FOR CENTRAL PA

1058 AM FRI APR 11 2003

TEMPERATURE AND PRECIPITATION FOR THE PAST 24 HOURS

STATION	TEMPERATURE				SNOW	
	PRECIP	MAX	MIN	OBSN	NEW	TOTAL
ADAMS COUNTY						
BIGLERVILLE	0.22	51	37	37		
BEDFORD COUNTY						
BUFFALO MILLS	0.26				0.0	0

EVERETT	0.45	55	37	37		
SAXTON						
WOLFSBURG	0.35			0.0		
BLAIR COUNTY						
ALTOONA	0.40	55	35	35	0.0	0
TYRONE	0.30			44	0.0	0
WILLIAMSBURG	0.25			33	0.0	0
BUTLER COUNTY						
SLIPPERY ROCK	0.00	62	37	42		
CAMBRIA COUNTY						
EBENSBURG						
PRINCE GALLITZIN SP	0.27	58	36	36	M	M
CAMERON COUNTY						
EMPORIUM	T	62	32	35		
SINNEMAHONING	0.03				0.0	0
STEVENSON DAM	T	60	34	37	0.0	0
CENTRE COUNTY						
CLARENCE	0.13	59	33	36	0.0	0
MILLHEIM	0.26	54	34	35	0.0	T
PHILIPSBURG 2S	0.50	55	33	35	0.0	0
STATE COLLEGE	0.27	56	35	37	0.0	0
CLEARFIELD COUNTY						
COALPORT 1NW	0.80	56	32	35	0.0	0
CLINTON COUNTY						
LOCK HAVEN	0.10	60	36	38		
RENOVO	0.01	59	36	37	0.0	0
COLUMBIA COUNTY						
BENTON	0.04	57	36	37	T	0
CUMBERLAND COUNTY						
PINE GROVE FURNACE	0.21			36		
SHIPPENSBURG	0.11	53	36	37		
DAUPHIN COUNTY						
DEHART DAM	0.35	55	36	38		
HARRISBURG	0.19	53	39	39	0.0	0
HARRISBURG 1 NE	0.20	53	38	38		
HERSHEY	0.26				0.0	0
ELK COUNTY						
RIDGWAY	0.00	58	31	37	0.0	0
WILCOX						
FAYETTE COUNTY						
CHALKHILL						
FRANKLIN COUNTY						
SOUTH MOUNTAIN	0.29	48	33	34		
UP. STRASBURG						
HARFORD COUNTY MD						
CONOWINGO DAM MD	0.48				0.0	0
HUNTINGDON COUNTY						
HUNTINGDON	0.26	55	37	37	0.0	0
LANCASTER COUNTY						
GLEN MOORE	0.18					
HOLTWOOD	0.40				0.0	0
MILLERSVILLE	0.22	52	37	37		
NEW HOLLAND	0.32	54	36	37	0.0	0
SAFE HARBOR	0.44				0.0	0
LUZERNE COUNTY						
WHITE HAVEN	T	55	33	35		
LYCOMING COUNTY						
JERSEY SHORE						
WILLIAMSPORT	0.09	61	37	40	0.0	0
MCKEAN COUNTY						

CLERMONT						
KANE	0.00	54	25	27	0.0	0
PORT ALLEGHENY	0.00	56	29	31	0.0	0
SMETHPORT	0.00			31	0.0	0
MIFFLIN COUNTY						
LEWISTOWN	0.26	57	37	38	0.0	0
MONROE COUNTY						
LONG POND						
MONTOUR COUNTY						
DANVILLE	0.28			37		
NORTHUMBERLAND COUNTY						
SUNBURY	0.17	59	37	38	0.0	0
POTTER COUNTY						
COUDERSPORT 7S	0.00	55	29	34	0.0	0
OSWAYO	0.00	56	26	30		
SCHUYLKILL COUNTY						
MAHANOY CITY	0.18	57	31	39	0.0	0
PINE GROVE	0.23			37	0.0	0
SNYDER COUNTY						
SELINSGROVE	0.17	58	37	38		
SOMERSET COUNTY						
BOSWELL						
CONFLUENCE	0.25	55	37	37	0.0	0
GLENCOE	0.48				0.0	0
LAUREL SUMMIT	0.16	48	31	31	T	0
MEYERSDALE	0.38	51	35	35		
MOUNT DAVIS						
SOMERSET						
SULLIVAN COUNTY						
LAPORTE	T	53	30	36	0.0	0
SUSQUEHANNA COUNTY						
MONTROSE	0.00	56	32	38		
TIOGA COUNTY						
COVINGTON	0.00					T
SABINSVILLE	0.00				0.0	0
WELLSBORO	0.00	53	28	37	0.0	T
UNION COUNTY						
LEWISBURG	0.16	60	37	38	0.0	0
VENANGO COUNTY						
FRANKLIN						
WARREN COUNTY						
WARREN	0.00	60	31	32	0.0	0
SPRING CREEK						
WAYNE COUNTY						
HAWLEY						
WESTMORELAND COUNTY						
MOUNT PLEASANT	0.26	59	39	39		
RECTOR	0.13	60	38	39		
YORK COUNTY						
HANOVER	0.17	50	37	38	0.0	0
YORK HAVEN	0.26				0.0	0

SRUS51 KCTP 111738

RR1CTP

.E CNFP1 0411 DH1730/HGIRP/DIN-60/5.35

.E CONP1 0411 DH1730/PCIRP/DIN-60/3.7

.E FDLP1 0411 DH1715/HGIRP/DIN-60/4.97

SRUS51 KCTP 112338

RR1CTP

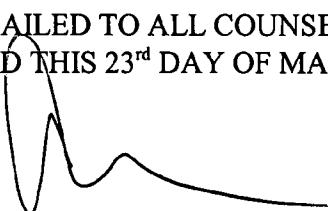
.E CNFP1 0411 DH2330/HGIRP/DIN-60/5.48

.E CONP1 0411 DH2330/PCIRP/DIN-60/3.8

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

DONNA CARFLEY : CIVIL DIVISION  
Plaintiff, :  
v. : No: 04-1372-CD  
EDGAR ENGLISH : ISSUE: Praeclipe to File Deposition  
Defendant : Transcripts  
: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH  
: COUNSEL ON RECORD FOR DEFENDANT:  
: MARGOLIS EDELSTEIN  
: STEPHEN L. DUGAS, ESQUIRE  
: PA.I.D.# 21351  
: P.O. Box 628  
: Hollidaysburg, PA 16648  
: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 23<sup>rd</sup> DAY OF MARCH, 2006

  
\_\_\_\_\_  
Atorneys for Named Defendant

FILED NO cc  
M 10:40 AM  
MAR 24 2006  
©

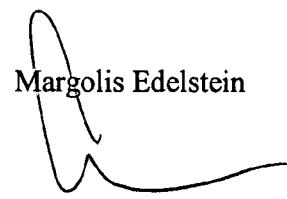
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**

DONNA CARFLEY : CIVIL DIVISION  
Plaintiff, :  
v. : No: 04-1372-CD  
EDGAR ENGLISH :  
Defendant : JURY TRIAL DEMANDED

**PRAECIPE TO FILE DEPOSITION TRANSCRIPTS**

TO: PROTHONOTARY

Please file the transcripts of depositions of Plaintiff Donna Carfley, Defendant Edgar English, Brenda English and Thomas Hite in connection with the Motion for Summary Judgment previously filed.

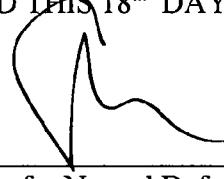
  
Margolis Edelstein  
By: \_\_\_\_\_  
Attorney for Defendant  
Stephen L. Dugas, Esquire  
PA.I.D. # 21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224 2119

Date: March 23, 2006

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

DONNA CARFLEY : CIVIL DIVISION  
Plaintiff, :  
v. : No: 04-1372-CD  
EDGAR ENGLISH : ISSUE:  
Defendant : Praeclipe for Argument  
: FILED ON BEHALF OF DEFENDANT:  
: EDGAR ENGLISH  
: COUNSEL ON RECORD FOR DEFENDANT:  
: MARGOLIS EDELSTEIN  
: STEPHEN L. DUGAS, ESQUIRE  
: PA.I.D.# 21351  
: P.O. Box 628  
: Hollidaysburg, PA 16648  
: (814) 224 2119

I HEREBY CERTIFY THAT A TRUE  
AND CORRECT COPY OF THE WITHIN  
WAS MAILED TO ALL COUNSEL OF  
RECORD THIS 18<sup>th</sup> DAY OF APRIL, 2006



\_\_\_\_\_  
Attorneys for Named Defendant

**FILED**  
10:44 AM  
APR 21 2006  
NO CC  
OK

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY : CIVIL DIVISION  
Plaintiff, :  
v. : No: 04-1372-CD  
EDGAR ENGLISH :  
Defendant : JURY TRIAL DEMANDED

**PRAECIPE FOR ARGUMENT**

TO: PROTHONOTARY

Please place the Motion for Summary Judgment previously filed by Defendant in  
the above on the next available list for Oral Argument.

Margolis Edelstein  
By: \_\_\_\_\_  
Attorney for Defendant  
Stephen L. Dugas, Esquire  
PA.I.D. # 21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 224 2119

Date: April 19, 2006

CR

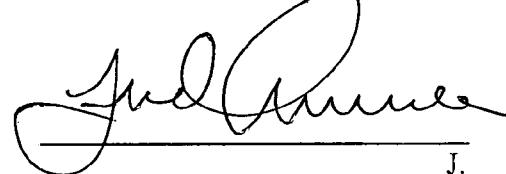
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**

DONNA CARFLEY : CIVIL DIVISION  
:  
Plaintiff, :  
v. : No: 04-1372-CD  
:  
EDGAR ENGLISH :  
:  
Defendant : JURY TRIAL DEMANDED

**SCHEUDLING ORDER**

AND NOW, this 28 day of April, 2006, Oral Argument is hereby scheduled on Defendant's Motion for Summary Judgment for 2:00 o'clock P.m., on the 19th day of May, 2006, in Courtroom No. 1, Clearfield County Courthouse, Clearfield Pennsylvania. Moving party's Brief due on the \_\_\_\_\_ day of \_\_\_\_\_, 2006. Opposing Party's Brief due on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

BY THE COURT,



John A. Shaw  
J.

**FILED**

APR 28 2006  
04:00 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT TO ATTY



## 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: 4-28-06

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, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)**

DONNA CARFLEY, :  
an adult individual;  
:  
PLAINTIFF, :  
:  
v.  
EDGAR ENGLISH, :  
an adult individual,  
:  
DEFENDANT.

: No. 04- 1372 -CD

: Type of Pleading:

:  
**PRAECIPE TO FILE ORIGINAL  
DEPOSITION TRANSCRIPTS**

: Filed By:

: Plaintiff

:

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

:

**FILED**

*MAY 19 2006*  
*011:16 am*  
William A. Shaw  
Prothonotary/Clerk of Courts  
No Cents to Attm

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
 )  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )  
 )  
No. 04- 1372 -CD

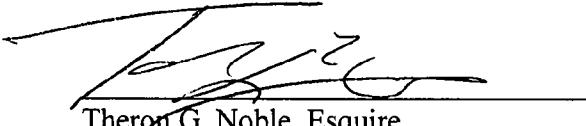
**PLAINTIFF'S PRAECIPE TO FILE  
ORIGINAL DEPOSITION TRANSCRIPTS**

To: William A. Shaw, Prothonotary

Date: May 19, 2006

Please file the following original deposition transcripts of: Thomas Hite; Brenda English; Lawrence A. Graham, Sr.; and Defendant Edgar English.

Respectfully Submitted,



\_\_\_\_\_  
THERON G. NOBLE, ESQUIRE  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

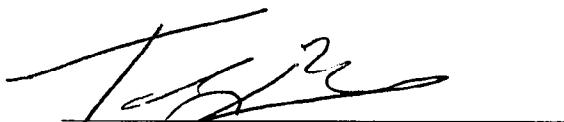
)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, ) ) No. 04- 1372 -CD  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I will provide, this 19th day of May, 2006, a true and correct copy of Plaintiff's PRAECIPE TO FILE ORIGINAL DEPOSITION TRANSCRIPTS to the below person at said address, being counsel of record for the Defendant, via hand delivery:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



\_\_\_\_\_  
THERON G. NOBLE, ESQUIRE  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
Plaintiff

vs.

EDGAR ENGLISH,  
Defendant

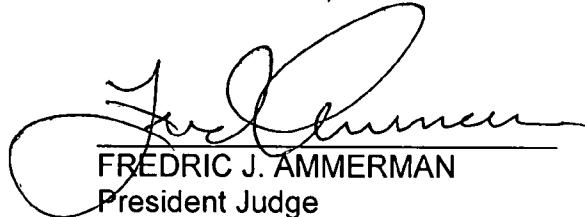
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\*

NO. 04-1372-CD

ORDER

NOW, this 22<sup>nd</sup> day of May, 2006, following argument on the Defendant's Motion for Summary Judgment, it is the ORDER of this Court that the said Motion be and is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3CC  
010:05301 MAY 22 2006 Atty Dugas  
MAY 22 2006  
GR

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

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: 5/22/06

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, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)**

DONNA CARFLEY, :  
an adult individual; :  
  
PLAINTIFF, : No. 04- 1372 -CD  
  
v.  
EDGAR ENGLISH, :  
an adult individual, :  
  
DEFENDANT. :

### Type of Pleading:

## **PRAECIPE TO LIST FOR TRIAL**

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
: (814)-375-2221  
PA I.D.#: 55942

FILED  
SEP 27 2006  
m1111104  
William A. Shaw  
Prothonotary/Clerk of Courts  
no c/c

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )  
 )  
No. 04- 1372 -CD

**PRAECIPE TO LIST FOR TRIAL**

To: William A. Shaw, Prothonotary

Date: September 26, 2006

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify that in the above captioned matter, (i) pleadings are closed; (ii) there is no outstanding discovery requests; and (iii) attempts to amicably resolve this matter have failed or would be non-productive.

Therefore, request is hereby made that the same be placed on the jury trial list and listed for a two (2) trial days.

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. No.: 55942

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

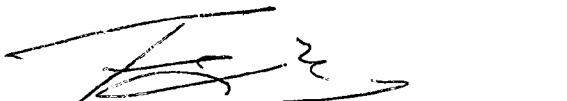
)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )  
 )  
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 26th day of September, 2006, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's PRAECIPE TO LIST FOR TRIAL, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

14

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

DONNA CARFLEY,  
an adult individual;

:

PLAINTIFF,

:

No. 04- 1372 -CD

v.  
EDGAR ENGLISH,  
an adult individual,

:

DEFENDANT.

:

Type of Pleading:

**MOTION IN LIMINE**

:

Filed By:

:

Plaintiff

:

:

Counsel of Record:

:

Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

SEP 27 2006

11:40 AM

William A. Shaw

Prothonotary/Clerk of Courts

CLC

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

)  
DONNA CARFLEY, )  
an adult individual; )  
)  
PLAINTIFF, )  
) No. 04- 1372 -CD  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
)  
DEFENDANT. )

**RULE TO SHOW CAUSE**

Now, this 29 day of Sept., 2006, upon consideration of the attached Plaintiff's MOTION IN LIMINE, a RULE is hereby issued upon the Defendant to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 21<sup>st</sup> day of October, 2006 and argument on the MOTION set for the 22<sup>nd</sup> day of November, 2006, at 10 : 00, A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

**NOTICE**

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator  
Second & Market Streets  
Clearfield, PA 16830  
(814)-765-2641

**FILED**  
07/27/06 Atty Noble  
SEP 29 2006 6P

William A. Shaw  
Prothonotary/Clerk of Courts

By The Court,

Judge...

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, )  
 )  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )  
 )  
No. 04- 1372 -CD

**PLAINTIFF'S MOTION IN LIMINE**

**AND NOW comes the Plaintiff, Donna Carfley, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION IN LIMINE:**

**Background**

1. This matter was commenced by the filing of a Civil Complaint.
2. This is a personal injury claim for damages resulting from a slip, trip, fall type accident by a former tenant against her landlord.
3. Pleadings are closed, discovery completed and Motion for Summary Judgment denied.
4. By even date herewith, this matter was praeciped for trial.

**Issue I: Previous Claim Against Different Landlord**

5. Defendant through discovery inquired about other injuries suffered by Ms. Carfley and the circumstances of those injuries involving a broken foot (the other foot) by stepping

into a crack of the sidewalk at her former apartment.

6. That Ms. Carfley suffered injuries in a prior accident, for which she received a settlement, but for which her injuries were different.
7. That a common insurance defense tactic is to demonstrate that a Plaintiff has had other claims in an attempt to discredit the person to the jury.
8. That the only way such evidence or inquiry at trial would be relevant or material is if said injuries are a pre-existing condition.
9. In this circumstance, the injuries suffered in the prior accident are not related to the injuries for which Ms. Carfley now seeks compensation as they affected a different part of her body.
10. All evidence and inquiry of the prior accident and lawsuit should be precluded at trial.

**Issue II: Prior Arrest**

11. That at her deposition, Defendant inquired about an incident inwhich Ms. Carfley was criminally charged with a misdemeanor assualt.
12. That the same is not nor could be the basis of any crimen falsi attack.
13. That the only manner that such issue could possibly be relevant or material is in attempt to show that Ms. Carfley is not injured as claimed.
14. That if defendant wishes to do so it should be permitted to inquire about the facts or circumstances of the incident but in no manner should be permitted to discuss, mention or infer that Ms. Carfley was criminally charged in such incident or that she pled guilty to a summary offense of harrassment.

**Issue III: Race of Co-Tenant/Boyfriend**

15. That at the time around this incident Ms. Carfley was living with Christopher Cox, who might be considered a co-tenant.

16. Mr. Cox is an African-American.

17. Although either party might call Mr. Cox as a witness, and if so this issue would be moot, but until he is called a witness, there is no lawful reason for Mr. Cox's race to be mentioned.

18. That Plaintiff is considered that some members of a potential jury pool would be prejudiced by a caucasian dating an African American.

**WHEREFORE, Plaintiff requests that her MOTION IN LIMINE be GRANTED and defendant precluded from (i) seeking evidence about her prior accident; (ii) discussing the criminal charge or summary plead to harassment; and (iii) mentioning that Mr. Cox is African American.**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

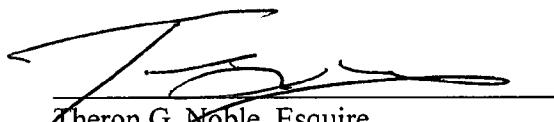
)  
DONNA CARFLEY,  
an adult individual;  
)  
PLAINTIFF,  
)  
v.  
EDGAR ENGLISH,  
an adult individual,  
)  
DEFENDANT. )  
No. 04- 1372 -CD

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 26th day of September, 2006, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's MOTION IN LIMINE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

: No. 04- 1372 -CD

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

Type of Pleading:

**NOTICE OF SERVICE**

Filed By:

Plaintiff

Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
: 301 East Pine Street  
: Clearfield, PA 16830  
: (814)-375-2221  
: PA I.D.#: 55942

**FILED** *WOC*  
*10/12/2006*  
*OCT 04 2006*

William A. Shaw  
Prothonotary/Clerk of Courts

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

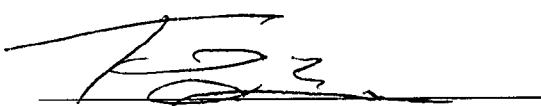
)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, ) ) No. 04- 1372 -CD  
 )  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 3rd day of October, 2006, via United States Mail, first class, postage prepaid, a true and correct copy of Plaintiff's the RULE TO SHOW CAUSE issued upon her MOTION IN LIMINE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



\_\_\_\_\_  
T G N  
\_\_\_\_\_  
THERON G. NOBLE, ESQUIRE  
ATTORNEY FOR PLAINTIFF  
FERRARACCIO & NOBLE  
301 EAST PINE STREET  
CLEARFIELD, PA 16830  
(814) 375-2221  
PA I.D. #: 55942

(CA)

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

DONNA CARFLEY,  
an adult individual,

vs.  
EDGAR ENGLISH,  
an adult individual,

\*  
\*  
\*  
\*

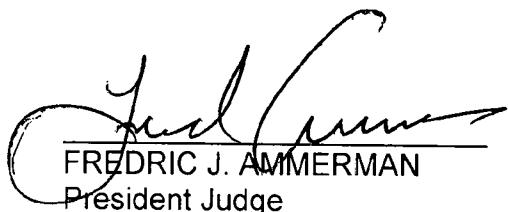
NO. 04-1372-CD

**ORDER**

NOW, this 6<sup>th</sup> day of November, 2006, Defense counsel having indicated to the Court his "essential" agreement to Plaintiff's Motion in Limine, the same is hereby GRANTED. Defendant shall be precluded at trial from soliciting or introducing into evidence at trial any evidence concerning (i) Plaintiff's previous slip, trip and fall type accident, or injuries therefrom; (ii) Plaintiff's arrest or conviction, if any, for any criminal charge not *crimen falsi* in nature, specifically for an assault charge after the date of her injuries complained thereof; and (iii) the race of Christopher Cox, Plaintiff's former boyfriend and "co-tenant".

Therefore, the argument scheduled on the Plaintiff's Motion in Limine on November 22, 2006 is hereby CANCELED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED** 1CC Atlys:  
014:00 PM  
NOV 06 2006 Noble  
Sugars  
William A. Shaw  
Prothonotary/Clerk of Courts (CA)

**FILED**

NOV 06 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/06/06

For the responsible for serving all appropriate parties:

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

Plaintiff(s) Attorney       Other

Plaintiff(s)       Defendant(s) Attorney

Defendant(s)       Other

Special Instructions:

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

DONNA CARFLEY,  
Plaintiff

vs.  
EDGAR ENGLISH,  
Defendant

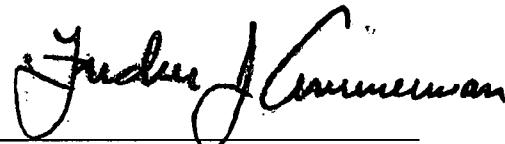
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NO. 04-1372-CD

ORDER

AND NOW, this 2<sup>nd</sup> day of January, 2007, it is the ORDER of this Court that the Pre-Trial Conference in the above matter shall be held on the **24<sup>th</sup> day of January, 2007 at 9:30 a.m. in Chambers.**

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
01/04/2007  
JAN 03 2007  
W.M.

cc Attys:  
Noble  
Sugars

William A. Shaw  
Prothonotary/Clerk of Courts

10  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

DONNA CARFLEY,  
Plaintiff  
vs.  
EDGAR ENGLISH,  
Defendant

\*  
\*  
\*  
\*  
\*

NO. 04-1372-CD

acc Atty's:  
**FILED** Noble  
02/05/07 Dugas  
JAN 26 2007 GK  
William A. Shaw  
Prothonotary/Clerk of Courts

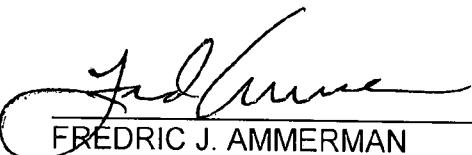
ORDER

AND NOW, this 24<sup>th</sup> day of January, 2007, following Pre-Trial Conference with  
counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on February 1, 2007 commencing at 10:00  
a.m. in Courtroom No. 1 of the Clearfield County Courthouse,  
Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for April 11 and 12, 2007 commencing  
at 9:00 a.m. each day in Courtroom No. 1 of the Clearfield County  
Courthouse, Clearfield, Pennsylvania.
3. Any party making objections relative the testimony to be provided by  
any witness in the form of a deposition at time of trial shall submit  
said objections to the Court, in writing, no later than thirty (30) days  
prior to the commencement of trial. All objections shall reference  
specific page and line numbers within the deposition(s) in question  
along with that party's brief relative same. The opposing party shall  
submit its brief in opposition to said objections no later than fifteen  
(15) days prior to the commencement of trial.

4. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than thirty (30) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than fifteen (15) days prior to trial.

BY THE COURT,



Fredric J. Ammerman  
President Judge

DATE: 1-26-2007

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

**FILED**

**JAN 26 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

64

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

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

**MOTIONS IN LIMINE**

AND NOW comes Defendant, Edgar English, and by his attorneys, Margolis Edelstein, submits these Motions in Limine, whereof the following is a statement:

**MOTION TO LIMIT TESTIMONY OF PLAINTIFF'S MEDICAL EXPERT**

Much earlier on in this litigation, Defendant served Plaintiff with "Expert Interrogatories," pursuant to Pa. R. C., Rule 4003.5. More recently, the parties have submitted, Pre-Trial Narratives to the Court. Plaintiff identified Rodolfo S. Polintan, M.D. as her expert, and supplied a report from him dated December 20, 2005. Consistent with Rule 4003.5 (c) and Local Rules of the Court of Common Pleas of Clearfield County, the testimony of Dr. Polintan at trial may not exceed the fair scope of the December 20, 2005 report. Defendant submits this Motion for an Order precluding any testimony from Dr. Polintan that goes beyond the fair scope of the said report.

**FILED**  
M 12/04/04  
FEB 01 2007  
(GR)

William A. Shaw  
Prothonotary/Clerk of Courts

MOTION TO EXCLUDE TESTIMONY OF DEFENDANT'S OWNERSHIP OF OTHER  
RENTAL PROPERTIES

During the deposition conducted by Plaintiff's counsel, Defendant was asked about his ownership of other rental properties, indicating that he owned a total of 8, including the subject rental property. Similar questions were put to Defendant's spouse, Brenda English, during her deposition also taken by Plaintiff's counsel. And as much as this is not a case involving punitive damages, Defendant's wealth, as reflected by his ownership of numerous rental properties is inadmissible. The Rules of Civil Procedure even limit discovery into the wealth of the Defendant in a claim where punitive damages is properly at issue, requiring an order of Court setting forth appropriate restrictions. Pa.R.C.P., Rule 4003.7. Also see, Feld v. Merriam, 485 A.2d 742, (Pa., 1984), where the Court reiterated the proposition that a jury may not consider a Defendant's wealth in setting compensatory damages because it is "improper, irrelevant, prejudicial, and clearly beyond legally established boundaries." Citing Trimble v. Merloe, 197 A.2d 457, 458, (Pa., 1964).

Therefore, Defendant seeks an Order precluding Plaintiff from enquiring into Defendant's wealth or the number of rental properties he owns or owned.

MOTION TO EXCLUDE EVIDENCE OF PLAINTIFF'S EVICTION

There is testimony in the depositions of the parties that Defendant evicted Plaintiff for non-payment of rent subsequent to her accident. The evidence of her eviction is irrelevant and potentially prejudicial to both sides. It has no prohibitive value whatsoever.

Evidence of the post-accident eviction could be used by Plaintiff to argue Defendant's ill motive in order to inflame the Jury against him. On the other hand, the Plaintiff's failure to pay

her rent, being a justifiable basis upon which eviction from the premises can legally occur, could tend to inflame the jury against the Plaintiff for being a deadbeat. Regardless of how this evidence would be interpreted, it is clearly inadmissible. See, Pa.R.E., Rule 401, Rule 402, and Rule 403, which define "relevant evidence" is that which has a tendency to make the existence of any fact of consequence to the determination of the action more probable or less probable than it would be without the evidence, and clearly makes evidence that has no relevance inadmissible. Even if evidence arguably has some relevance, the court has the power to exclude it if the probative value is outweighed by the danger of unfair prejudice, among other things. Rule 403 specifically indicates that "unfair prejudice" means a tendency to suggest to the jury a decision on an improper basis or to divert it's attention away from the duty of waiting evidence impartially.

Therefore, Defendant seeks an Order precluding any evidence of the post-accident eviction of Plaintiff.

**MOTION TO PRECLUDE EVIDENCE OF POST-ACCIDENT REPAIRS OR PRE-ACCIDENT INTENT TO MAKE SUBSEQUENT REPAIRS**

Plaintiff's attorney inquired during his deposition of Defendant about subsequent repairs to the premises. He enquired about replacing the roof as well as the sidewalk. In fact, Plaintiff's counsel subsequently took the deposition of Lawrence A. Grahani, Sr., on September 19, 2005, in which he inquired of the witness about replacement of the sidewalk at the subject premises, which occurred after Plaintiff's accident.

Pursuant to Pa.R.E., Rule 407:

When, after an injury or harm allegedly caused by an event, measures are taken which, if taken previously, would have made the injury or harm less likely to occur, evidence of the subsequent measures is not admissible to prove that the party who took the measures was negligent or engaged in culpable conduct. . . .

Accordingly, any attempt to elicit testimony from any witness about post-accident remedial measures to the property itself is improper because such evidence is inadmissible.

However, *pre-accident* plans to perform *post-accident* remedial measures are equally inadmissible, according to the Supreme Court in Pressler v. Pittsburgh, 214 A.2d 616, (Pa., 1965). See also Ball v. Rolling Hill Hospital 518 A.2d 1238, (Pa. Super., 1986).

Therefore, Defendant seeks an Order precluding any attempt to elicit evidence from Defendant or any other witness, regarding any pre-accident plans to repair, or post-accident repairs or other remedial measures to the subject premises.

Margolis Edelstein

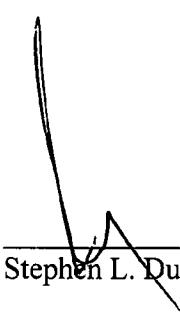
By: \_\_\_\_\_

Stephen L. Dugas, Esquire  
Attorney for Defendant  
PA. I.D. #21351  
P.O. Box 628  
Hollidaysburg, PA 16648  
(814) 695-5064

**PROOF OF SERVICE**

I hereby certify that a true and correct copy of the within Motions in Limine was served on January 29, 2006, by First Class United States Mail, postage pre-paid and addressed as follows:

Theron G. Noble, Esquire  
301 East Pine Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Stephen L. Dugas, Esquire

A

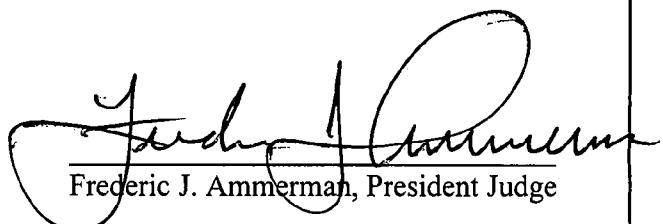
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,**  
**PENNSYLVANIA**

DONNA CARFLEY : CIVIL DIVISION  
Plaintiff, :  
v. : No: 04-1372-CD  
EDGAR ENGLISH :  
Defendant : JURY TRIAL DEMANDED

**SCHEDULING ORDER**

AND NOW, this 5<sup>th</sup> day of February, 2007, oral argument is hereby scheduled on  
Defendant's Motions In Limine for the 5<sup>th</sup> day of March, 2007 at  
10:00 o'clock, A. M., in Courtroom No. 1, Clearfield County Courthouse,  
Clearfield, PA.

BY THE COURT,



Frederic J. Ammerman, President Judge

**FILED**  
01/31/2007 <sup>ICC</sup>  
FEB 06 2007 <sup>Atty Dugas</sup>

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

: No. 04-1372-CD

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

: Type of Pleading:

**PLAINTIFF'S REPLY TO  
DEFENDANT'S MOTION  
IN LIMINE**

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
: 301 East Pine Street  
: Clearfield, PA 16830  
: (814)-375-2221  
: PA I.D.#: 55942

FILED NO CC  
MJD:32/CDL  
FEB 07 2007  
CR

William A. Shaw  
Prothonotary/Clerk of Courts

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, ) ) No. 04- 1372 -CD  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION IN LIMINE**

**AND NOW** comes the Plaintiff, Donna Carfley, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who responds as follows to Defendant's MOTION IN LIMINE:

**Issue I: Testimony of Dr. Politan**

Plaintiff does not contest either Defendant's facts or legal principles espoused regarding this issue.

**Issue II: "Defendant's Wealth"**

Plaintiff does not disagree with the Defendant that his wealth, or lack thereof, as applied to this case, is immaterial. However, there are potentially at least three witnesses (Tom Hite and the Graham Brothers) who with frequency (more so for Mr. Hite) perform work for Defendant, including work at his other rentals. As such, this opportunity for business with the Defendant certainly effects their credibility such that the jury is entitled

to know about their business relationship with the Defendant. Therefore, a strict prohibition against reference to other rentals in which the Defendant is interested would deny Plaintiff a fair evaluation of the testimony of those with whom Defendant often uses to perform repair type work.

**Issue III: Motion To Exclude Evidence of Plaintiff's Eviction**

Plaintiff does not oppose this issue.

**Issue IV: Post Accident Repairs v Pre-Accident Intent**

Plaintiff discovered evidence that Defendant had placed the sidewalk in question on his "list of things to do", prior to Ms. Carfley's accident. Obviously, Defendant had not made the reapsirs to the sidewalk prior to the accident.

To be perfectly clear, Plaintiff does not intend to offer into evidence the post accident repair, prohibited under Pa.R.Civ.P. 407. However, Plaintiff does intend to offer into evidence the Defendant's **pre-accident acknowledgement that sidewalk was in need of repair**. Therefore, Plaintiff contends that Pa.R.Civ.P. 407 does not apply to this instance.

Plaintiff offers Pa. R. Civ. 608, specifically inconsistent conduct, as to the admissibility of this evidence. Mullen v. Union Central Life Ins. Co., <sup>7</sup> 38 A. 988 (1897); See also Packel & Poulin §608.8. In this situation, Defendant contends that the condition of the sidewalk was not negligent. However, Defendant's testimony that he intended to replace the sidewalk is an admission against Defendant's position that the sidewalk was not in negligent condition.

Defendant made a Motion for Summary Judgment arguing in fact that he did not have a duty to repair the sidewalk as Ms. Carfley was a "tenant in possession". Defendant presented this Court as follows: "Once again, it becomes clear that the sine qua non of

liability is that Defendant agree to render a service, or actually undertake to render a service to the Plaintiff". The evidence that Defendant had the repair of the sidewalk on his "to do list" demonstrates Defendant's specific contractual duty regarding the sidewalk. Therefore this evidence should also be admitted to demonstrate Defendant's "control" of the sidewalk. See Packel & Poulin §407.1(a).

In addition to the above arguments Plaintiff also advances that even if this Court were to somehow equate this "pre-accident admission" with a "post accident repair" controlled by Pa.R.Civ.P. 407, two additional exceptions apply. Similar to the "admission" advanced above, this evidence could be used to impeach Defendant's testimony about the condition of the sidewalk not being negligent. See Packel & Poulin §407.1(d). Also, Plaintiff could offer this evidence to show the repair was feasible. See Packel & Poulin §407.1(b). This is true even if the defense does not raise feasibility as an issue.

In support of its Motion In Limine, Defendant cites two cases, Pressler and Ball. Ball has absolutely nothing to do with "pre-accident intent", but cites Pressler as to the proposition that post accident repairs are not admissible.

Pressler does not announce the bold stare decisis advanced by Defendant that "pre-accident intent" to make repairs which are done post accident. However, Plaintiff will concede at least Pressler on its face to seem to support Defendant's position, since at least a pre-accident thought (installation of warning devices at intersections) was held not be admissible. But in this case, the trial court held that the warning devices were not intended only for the intersection at issue but for all of the City and Plaintiff offered no special circumstances that this particular intersection was in more need of such a device.

As such the Pressler court held “there is nothing like any of these circumstances in the case at bar, and to allow the introduction into evidence against a municipality of a planning board diagram designed to increase street safety generally, would be to penalize the municipality for its foresight and concern for the welfare of its people.”

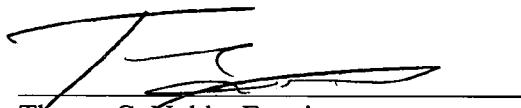
As this Court can tell, there is much more to the Pressler decision (for instance cost of implementation of new technology and issues of immunity and even agency) than the issue advanced by Defendant.

To further assist this Court, Plaintiff suggests that we dissect the purpose of Pa.R.Civ.P. 407. Primarily Rule 407 prohibits evidence because subsequent repairs are not relevant as they may be occasioned by a new and potentially different set of circumstances and/or corresponding duties prevailing at a later time. Secondly, social policy dictates the exclusion so that repairs which would enhance safety are not discouraged. Duchess v. Langston Corporation, 769 A.2d 1131 (2001).

Neither of these reasons justifies the exclusion sought by the Defendant herein. The circumstances and duties did not change between Ms. Carfley and the Defendant. Secondly, **social policy would in fact be enhanced [to permit the evidence] since to exclude the evidence all one need do is not make the repair only just plan to make it, without safety ever being improved.**

**WHEREFORE**, Plaintiff requests that Defendant’s MOTION IN LIMINE by granted in part and denied in part.

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, ) ) No. 04- 1372 -CD  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 3rd day of February, 2007, via United States Mail, first class, postage prepaid, a true and correct copy of the Plaintiff's RESPONSE TO DEFENDANT'S MOTION IN LIMINE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

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

DONNA CARFLEY,  
Plaintiff

v.

EDGAR ENGLISH,  
Defendant

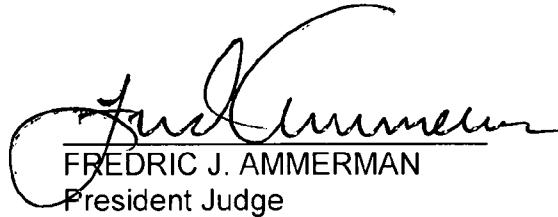
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NO. 04-1372-CD

ORDER

NOW, this 6<sup>th</sup> day of March, 2007, following the Court's review of case precedent and the Defendant's deposition, it is the ORDER of this Court that the Defendant's Motion to Preclude Pre-Accident Intent to Make Subsequent Repairs be and is hereby DENIED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
03/06/2007  
MAR 06 2007  
100 AMYS  
Noble  
Sugars  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

1A  
FILED *acc Atlys:*  
01/24/07 *Noble*  
MAR 06 2007 *Dugas*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DONNA CARFLEY

:

VS.

: NO. 04-1372-CD

EDGAR ENGLISH

:

O R D E R

AND NOW, this 5th day of March, 2007, following argument on the Defendant's Motion in Limine, it is the ORDER of this Court as follows:

1. There is no disagreement between the parties relative the first and second Motions, being the Motion to Limit Testimony of Plaintiff's Medical Expert and the Motion to Exclude Evidence of Eviction; and, both said Motions are hereby granted;

2. Relative the Motion to Exclude Testimony of Defendant's Ownership of Rental Properties, it is the ORDER of this Court that the Court shall make appropriate determination as to the same at time of jury trial, depending upon the testimony that is submitted. Counsel for both parties shall have no more than twenty (20) days from this date in which to supply the Court with a Memorandum of Law relative the appropriate legal standard relative a party attempting to impeach a witness that that party has called to the witness stand;

3. The Defendant's Motion to Prevent Evidence of

Post-accident Repairs is hereby granted. The Court will issue subsequent Order dispositive of the Defendant's Motion to Preclude Pre-Accident Intent to Make Subsequent Repairs.

BY THE COURT,



---

President Judge

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

DONNA CARFLEY,  
an adult individual;

PLAINTIFF,

: No. 04- 1372 -CD

v.  
EDGAR ENGLISH,  
an adult individual,

DEFENDANT.

: Type of Pleading:

: PRAECIPE TO DISCONTINUE

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
: 301 East Pine Street  
: Clearfield, PA 16830  
: (814)-375-2221  
: PA I.D.#: 55942

FILED No CC, 1 Cert  
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M 11.28 am to Atty Noble  
MAR 28 2007  
Copy to C/A  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

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

DONNA CARFLEY	:	CIVIL DIVISION
	:	
Plaintiff,	:	
v.	:	No: 04-1372-CD
	:	
EDGAR ENGLISH	:	
	:	
Defendant	:	JURY TRIAL DEMANDED

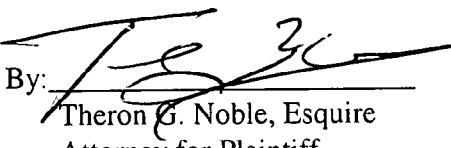
**PRAECIPE TO DISCONTINUE**

TO: PROTHONOTARY:

Mark the above-captioned Civil Action "Discontinued with Prejudice."

FERRARACCIO & NOBLE

By:

  
Theron G. Noble, Esquire  
Attorney for Plaintiff  
PA. I.D. # 55942  
301 East Pine Street  
Clearfield, PA 16830  
(814) 375-2221

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

)  
DONNA CARFLEY, )  
an adult individual; )  
 )  
PLAINTIFF, ) ) No. 04- 1372 -CD  
v. )  
EDGAR ENGLISH, )  
an adult individual, )  
 )  
DEFENDANT. )

**CERTIFICATE OF SERVICE**

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify that I did mail, this 27th day of March, 2007, via United States Mail, first class, postage prepaid, a true and correct copy of the Plaintiff's PRAECIPE TO DISCONTINUE, to the below person at said address, being counsel of record for the Defendant:

**Stephen L. Dugas, Esquire  
Margolis Edelstein  
P.O. Box 628  
Hollidaysburg, PA 16648**

Respectfully Submitted,



\_\_\_\_\_  
THERON G. NOBLE, ESQUIRE  
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Clearfield, PA 16830  
(814)-375-2221  
PA I.D. #: 55942

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Donna Sue Carfley

Vs.  
Edgar English

No. 2004-01372-CD

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 March 28, 2007, marked:

Discontinued with Prejudice

Record costs in the sum of \$85.00 have been paid in full by Theron G. Noble Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of March A.D. 2007.

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

(14)

**IN THE COURT OF COMMON PLEAS OF CLEAR FIELD COUNTY**  
**PENNSYLVANIA**

DONNA CARFLEY : CIVIL DIVISION  
Plaintiff, :  
vs. : No: 04-1372-CD  
EDGAR ENGLISH :  
Defendant : JURY TRIAL DEMANDED

*MAY 15 2006*  
*COURT ADMINISTRATOR'S*  
*OFFICE*

**BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

NOW COMES Defendant Edgar English, and by his Attorneys Margolis Edelstein, files this Brief in Support of Motion for Summary Judgment, whereof the following is a statement:

**HISTORY OF THE CASE**

This action began when Plaintiff filed a Complaint in September, 2004. Defendant filed a timely and responsive Answer and New Matter, and discovery followed. Discovery included Interrogatories and Requests for Production as well as depositions of Plaintiff, Defendant, Defendant's spouse and one Thomas Hite.

The operative and controlling allegations in the Complaint are contained in Paragraphs 4, 5, 6, 8 and 9. Those Paragraphs establish that the Plaintiff allegedly fell because of the condition of the sidewalk leading to the rear entrance of the premises which she had rented from Defendant, because Defendant allegedly breached his "duty of care" by providing a leasehold whose sidewalk was in need of repair due to cracks and potholes, and that he failed to remedy a problem with the electric light outside the rear door, causing

her to be unable to see and avoid the “defect” allegedly causing her fall. By way of New Matter, Defendant raised, and subsequently Plaintiff admitted that, at the time of her accident, Plaintiff was in sole and exclusive possession of the leasehold premises under a written lease, copy of which was attached to Defendant’s Answer and New Matter.

After completion of discovery, Defendant filed a Motion for Summary Judgment pursuant to Pa. R.C.P., Rule 1035.1. Although Rule 1035.3 specifically states that “[T]he adverse party may not rest upon the mere allegations or denials of the pleadings but must file a response within 30 days after service of the motion...”, Plaintiff has not filed an Answer to the Motion.

Defendant submits that he is entitled to Summary Judgment as a matter of law.

#### SUMMARY OF ISSUES

I. Did Defendant have a duty to the Plaintiff arising out of his status as landlord with respect to the premises which was entirely leased to Plaintiff, who occupied the premises to the exclusion of Defendant?

Answer: Negative.

II. Assuming, arguendo, a duty on the part of Defendant, is there any evidence in the record that the duty was breached, or that the breach was a substantial factor in producing the Plaintiff’s harm?

Answer: Negative.

#### ARGUMENT

I. Did Defendant have a duty to the Plaintiff arising out of his status as landlord with respect to the premises which was entirely leased to Plaintiff, who

occupied the premises to the exclusion of Defendant?

There is no dispute, because the Plaintiff has admitted in her Reply to New Matter, Paragraph 20 that at all times relevant to her Complaint, she was the tenant-in-possession of the premises where the accident allegedly occurred, pursuant to the written lease, a copy of which was attached to the Answer and New Matter. Thus, at the outset, the question becomes whether Defendant owed a duty to the Plaintiff. For many years, the answer to that question was an unequivocal "No". See, for example, 1 Pennsylvania Legal Encyclopedia, Landlord and Tenant, Section 252, which states "A landlord is not ordinarily liable for damages resulting to a tenant by reason of the premises being out of repair". See also Harris v. Lewistown Trust Company, 191 A.34, (Pa., 1937). However, in Reitmeyer v. Sprecher, 243 A.2d 395, (Pa., 1968), the Pennsylvania Supreme Court adopted Restatement 2d, Torts, Section 357, which states that:

A lessor of land is subject to liability for physical harm caused to his lessee... by a condition of disrepair existing before or arising after the lessee has taken possession if (a) the lessor, as such, has contracted by a covenant in the lease or otherwise to keep the land in repair, and (b) the disrepair creates an unreasonable risk to persons upon the land which the performance of the lessor's agreement would have prevented and (c) the lessor fails to exercise reasonable care to perform his contract.

In the absence of proof that Defendant herein "contracted by a covenant in the lease or otherwise to keep the land in repair", the general rule precluding liability of a lessor to his lessee set forth in Restatement 2d, Torts, Section 355 and Section 356 continues to apply in Pennsylvania.

The Plaintiff herself has positively eliminated any possibility that the condition of the sidewalk, alleged to have been “defective”, was the subject of any promise to repair by Defendant. In fact, in her deposition, she admitted that she never even brought to Defendant’s attention the allegedly defective condition of the sidewalk outside the backdoor. (Deposition, Page 28-30). Furthermore, she testified that from the first time she was on the premises before signing the Lease through the date of her accident, there was no substantial change whatsoever in the condition of the subject sidewalk. (Deposition, Page 18-19). Plaintiff further testified that, from the day she moved in the premises on November 15, 2002, she used the back door as her “main entrance”, passing through that doorway “a dozen” times everyday. (Deposition, Page 15-16). Accordingly, the gravamen of the Plaintiff’s cause of action is found in her contention that, because it was too dark to see where she was going, she stepped into some “defect” in the sidewalk outside the back door and fell. (Whether that contention is sustainable is addressed in the next section of this Brief.)

In order for the Plaintiff to then make out a *prima facie* case against Defendant, she must establish that Defendant undertook, either by covenant in the lease, or in some other fashion, to repair the (allegedly) defective exterior light. To begin with, reference must be made to the Plaintiff’s own testimony in this regard, where she stated as follows:

Q. Okay. When you moved in 1<sup>st</sup> of November of 2002, did that light fixture work?

A. No.

Q. It didn’t. What was wrong with it?

A. The end of the light bulb itself, the metal part, was busted up in there, up in the fixture.

Q. So it would have to be taken out and then a new bulb put in?

A. Yes.

Q. Did that ever happen from the day you moved (in) until the day - - -?

A. *No, I asked Mr. English about having it fixed. And I never heard any more about it.*

Q. Okay. So let's see if I understand this. The first day that you moved in, you observed that the light didn't work because the glass part of the bulb apparently was missing, but the metal part was still in the socket?

A. Yes.

Q. Okay. You mentioned that to Mr English.

A. Yes.

Q. When?

A. *I don't know. I don't remember.* (Deposition, Page 20-22).

The significance of the above-quoted testimony from the Plaintiff is obvious. It eliminates the possibility that there was any type of "contractual" undertaking by Defendant to "fix" the light fixture. The question of whether a broken lightbulb in the fixture is such a condition that would require "repair" is contested by the deposition testimony of Defendant, in which he specifically stated that, in response to a statement by Plaintiff's boyfriend, Christopher Cox, that the lightbulb was "busted", he replied that he did not feel it was his responsibility to replace broken light bulbs, and he told Mr. Cox to replace the bulb himself. (Deposition, Page 19-20).

In Reitmeyer, *supra*, there was an unequivocal allegation in the complaint that the Plaintiff/tenant had requested at the time the lease was signed, and Defendant/landlord verbally agreed to repair certain broken back porch flooring and stairs. In light of the alleged request and verbal promise, the court concluded that it was improper to have granted Defendant's demurrer raised in Preliminary Objections in the face of the allegation that "as an inducement to the execution of the instant lease for premises which were obviously in a defective condition, the landlord promised the tenant to remedy this defective condition and, in reliance upon that promise a lease was negotiated." 243A.2d at 398. In the case at bar, there is no evidence in the record that the Defendant ever agreed to make any "repairs" to the allegedly defective exterior light.

In a later case, Kelly v. Ickes, 629A.2d 1002, (Pa. Super., 1993), additional discussion of the exception to the general rule establishing non-liability of a landlord for injuries to a tenant was undertaken. In that case, there was again specific testimony in the record under review establishing that the Plaintiff/tenant asked the Defendant/landlord to repair or install a railing alongside some interior stairs, and the landlord not only failed to do so, but made verbal inducements to Plaintiff to refrain from accomplishing the repairs herself by promising to do them, then failing to do so, as a result of which Plaintiff's minor child fell and was injured. The court held that it was not necessary that the Defendant's promise to repair be made as an "inducement" prior to signing the lease, and that a subsequent promise to repair was sufficient. In so holding, the court cited approvingly Restatement 2d, Torts, Section 323, which states:

One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of the other's person or things,

is subject to liability to the other for physical harm resulting from his failure to exercise reasonable care to perform his undertaking, if (a) his failure to exercise such care increases the risk of such harm, or (b) the harm is suffered because of the other's reliance upon the undertaking.

Once again, it becomes clear that the sine qua non of liability is that Defendant agree to render a service, or actually undertake to render a service to the Plaintiff. The record in the case under review contains nothing like that, and to the contrary, establishes at most that the Plaintiff told Defendant that the exterior light fixture required a new bulb, but there is no evidence that Defendant ever agreed to replace the bulb. Plaintiff also testified in her deposition that, shortly after moving in, an individual (apparently Mr. Hite) was present at the premises, as part of the Defendant's promised replacement of kitchen cabinets, whom Plaintiff knew to be doing "some electrical work" for Defendant. However, the following testimony is enlightening:

Q. Okay. Now, there was testimony here from Ed about a guy named Hite. Did you ever meet any Hite that you know of?

A. I don't - - - I know there was a guy there that did some electrical work for him, but I don't know what his name was.

Q. Did you ever - - - while he was there, were you there, this guy?

A. Yeah.

Q. Okay. Did you ever say, "Hey, you know, since you are doing electrical work, how about taking care of that bulb outside?"

A. No. (Deposition, Page 25).

It is therefore submitted that the exception to the general rule of non-liability established by Restatement 2d, Torts, Section 357 and case law following it, does not apply to the instant matter. There is no proof in this record that Defendant ever agreed, either before or after the execution of the lease granting Plaintiff sole possession of the premises, at any time prior to her accident, whether for consideration or gratuitously, to make any repair (i.e., replace a lightbulb) to the allegedly defective exterior light, nor to make any repairs to the allegedly defective sidewalk outside the back door. Thus, since the Plaintiff has failed to make out a *prima facie* case of liability, Summary Judgment is appropriately to be rendered and the Complaint dismissed.

II. Assuming, *arguendo*, a duty on the part of Defendant, is there any evidence in the record that a duty was breached, or that the breach was a substantial factor in producing the Plaintiff's harm?

It is axiomatic that merely because an accident occurs, liability does not necessarily follow. There must be proof of negligence on the part of the Defendant, as well as proof that the negligence was a substantial factor in producing the Plaintiff's harm. By her own admission, the Plaintiff went in and out the back door, using the allegedly "defective" sidewalk thousands of times without incident prior to the date of the accident, and the condition of the sidewalk remained constant throughout that period. On the day prior to the accident, the Plaintiff actually left the premises sometime prior to 2:30 p.m., because she was scheduled to begin work at that time. She admitted that when she did leave for work the day before, it was daylight. (Deposition, Page 23). Ordinarily, she would have

returned following completion of her workday sometime after 11:00 p.m., at which time it would normally be dark. As to how the Plaintiff managed to avoid falling prior to the date of accident under the circumstances with no light, one can only presume that it was because she used a flashlight, which she testified she would frequently do, unless her boyfriend Mr. Cox would leave the headlights on the car "on", until she entered the door. (Deposition, Page 24). However, on this particular occasion, the Plaintiff was not scheduled to work, and instead, went to her mother's house. At the time she left the subject premises it was "still light out", and she remained at her mother's house until 6:00 a.m. the following morning, the day of the accident, arriving home 20 minutes later. (Deposition, Page 33-34). Attached as "Exhibit E" to Defendant's Motion for Summary Judgment is an expert report from Compu-Weather, dated May 10, 2005, which establishes that the period of "civil twilight" during which there is sufficient natural light to engage in outdoor activity, began at 6:15 a.m. on the date of the accident. Accordingly, by the Plaintiff's own testimony concerning the time her accident occurred, it was clearly not "dark" outside, but sufficiently light for her to have seen and avoided any "defects" in the sidewalk.

Furthermore, because she insisted that it was so dark she could not see where she was walking, Plaintiff admitted that, other than feeling a sensation of "a little bit of a hole, my foot going in it and twisting and then I fell...", she did not know if her foot had slipped off the edge of the sidewalk on the other side of the alleged "hole", nor could she state that she did not "twist" her ankle when she stepped on a decorative frog plate outside the door, which belonged to the Plaintiff and which she had placed in that location. (Deposition, Page 40-42).

Obviously, there is no direct testimony from anyone that the alleged "defect" in the

sidewalk caused the Plaintiff to fall, and Plaintiff is relying purely on circumstantial evidence. It has been held uniformly that when a party that has the burden of proof relies upon circumstantial evidence and inferences reasonably deductible therefrom, the evidence must be adequate to establish the conclusions sought, and so preponderate in favor of that conclusion as to outweigh any other evidence or reasonable inferences which are inconsistent therewith. Farnese v. SEPTA, 487 A.2d.887 (Pa. Super, 1985). The case at bar is similar to Roland v. Kravco, 513 A.2d.1029 (Pa. Super, 1986), where the Plaintiff contended that she slipped on an icy spot in Defendant's parking lot, but admitted that she did not see any ice but merely "figured it must have been", concluding that since she slipped, it must have been ice that she did not see that caused her to do so. Superior Court affirmed Summary Judgment in Defendant's favor in that case.

This is precisely what the evidence of record in the instant case demands, because the Plaintiff, building her case purely on circumstantial evidence, admittedly could not rule out that she twisted her ankle when she simply stepped on the edge of the sidewalk, nor did she eliminate stepping on the decorative plate she herself had placed in front of the door.

Therefore, whether it is based on the existence of sufficient light, accepting the Plaintiff's testimony as to the time of her accident and the indisputable beginning of "civil twilight" prior to that time, or because the Plaintiff simply cannot eliminate non-negligent causes for her fall, she cannot make out a *prima facie* case of negligence regardless of whether the court concludes that there was a duty on the part of the Defendant to begin with.

WHEREFORE, Defendant requests that Summary Judgment be entered in his favor, and against the Plaintiff, and her Complaint be dismissed, with prejudice.

Margolis Edelstein

By:

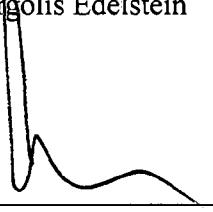
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**Proof of Service**

I, Stephen L. Dugas, Esquire, hereby certify that a true and correct copy of the foregoing Brief in Support of Motion for Summary Judgment was served this 12<sup>th</sup> day of May, 2006, by United States Mail, postage prepaid, and addressed to the following:

Theron G. Noble, Esquire  
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Markolis Edelstein

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