

2004-1769-CD
Harold Leach vs Jerry Miles et al

04-1769-CD
HAROLD N. LEACH vs. JERRY A. MILES, et al.

2004-1769.CD

Off
By
C2
Benjamin B. Blakley

George H. Miles
Henry A. Miles Jr.
Type of the Line Motor
Address for bill

640 3 Brady St
Milwaukee, WI 53801

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

HAROLD N. LEACH,

Plaintiff,

vs.

JERRY A. MILES and JERRY A.
MILES, JR. and TOP OF THE LINE
MOTORS, INC.,

Defendants.

) NO. 2004-1769-C.D.
)
) Type of Case: CIVIL ACTION
)
) Type of Pleading: COMPLAINT
)
) Filed on Behalf of:
) PLAINTIFF
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III, ESQ.
) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) Du Bois, Pa 15801
) (814) 371-2730

FILED *km*

NOV 08 2004

6/12/04 10:14 AM

William A. Shaw

Prothonotary/Clerk of Courts

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

HAROLD N. LEACH,)	NO.	C.D.
)		
Plaintiff,)		
)		
vs.)		
)		
JERRY A. MILES and JERRY A.)		
MILES, JR. and TOP OF THE LINE)		
MOTORS, INC.,)		
)		
Defendant.)		
)		
)		

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT IS 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 AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

David S. Meholic,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

) NO.	C.D.
HAROLD N. LEACH,)	
)	
Plaintiff,)	
)	
vs.)	
)	
JERRY A. MILES and JERRY A.)	
MILES, JR. and TOP OF THE LINE)	
MOTORS, INC.,)	
)	
Defendant.)	
)	
)	

COMPLAINT

AND NOW, comes Plaintiff, **HAROLD N. LEACH**, by and through his attorneys, **BLAKLEY & JONES**, and files the following Complaint, of which the following is a statement:

1. Plaintiff is **HAROLD N. LEACH**, an adult individual, residing at RD 1, Box 119, DuBois, Clearfield County, Pennsylvania.
2. Defendant **JERRY A. MILES** is an adult individual, whose business address is 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.
3. Defendant **JERRY A. MILES, JR.**, is an adult individual, whose business address is 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.

4. Defendant **TOP OF THE LINE MOTORS, INC.**, is a Pennsylvania corporation with its principal place of business being located at 640 South Brady Street, DuBois, Clearfield County, Pennsylvania.

5. At all times material hereto, Defendant **JERRY A. MILES** was President of Defendant **TOP OF THE LINE MOTORS, INC.**, and both Defendants **JERRY A. MILES** and **JERRY A. MILES, JR.**, were employees of Defendant **TOP OF THE LINE MOTORS, INC.**.

6. At all times material hereto, Defendant **TOP OF THE LINE MOTORS, INC.**, was in the business of the purchase and sale of used motor vehicles in the DuBois, Clearfield County, Pennsylvania, area.

COUNT I

7. Plaintiff hereby incorporate the averments contained in Paragraphs 1 through 6 above as if the same were fully set forth herein.

8. On or about April 8, 2004, Defendants **JERRY A. MILES** and **JERRY A. MILES, JR.**, did approach the Plaintiff and requested to borrow the sum of **Sixteen Thousand Five Hundred (\$16,500.00) Dollars** from the Plaintiff, payable on July 8, 2004.

9. On the aforesaid date, the Defendants **JERRY A. MILES** and **JERRY A. MILES, JR.**, in their individual capacity, did execute and did deliver to the Plaintiff a Promissory Note promising to pay the sum of \$16,500.00, without interest, due July 8, 2004. A copy of said Promissory Note is attached hereto and marked as Plaintiff's Exhibit "A."

10. On or about June 2, 2004, Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, did approach the Plaintiff and requested to borrow the sum of **Five Thousand Five Hundred (\$5,500.00) Dollars** from the Plaintiff, payable on June 9, 2004.

11. On the aforesaid date, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, in their individual capacity, did execute and did deliver to the Plaintiff a Promissory Note promising to pay the sum of \$5,500.00, without interest, due June 9, 2004. A copy of said Promissory Note is attached hereto and marked as Plaintiff's Exhibit "B."

12. At the times that the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, approached the Plaintiff, the Defendants represented that the monies borrowed from the Plaintiff were to be used to purchase automobiles on behalf of Defendant **TOP OF THE LINE MOTORS, INC.**, for sale in the ordinary course of the business of said Defendant **TOP OF THE LINE MOTORS, INC.**.

13. On June 9, 2004, in contravention of the promises made in the June 4, 2004, Promissory Note, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, failed to pay to the Plaintiff any amounts due and owing on the Promissory Note executed on June 4, 2004, and despite repeated requests, have failed and refused to pay any amounts due to the Plaintiff upon said Promissory Note.

14. On July 8, 2004, in contravention of the promises made in the April 8, 2004, Promissory Note, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, failed to pay to the Plaintiff any amounts due and owing on the Promissory Note executed on April 8,

2004, and despite repeated requests, have failed and refused to pay any amounts due to the Plaintiff upon said Promissory Note.

15. The acts of the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, in failing to satisfy the Promissory Notes of April 8, 2004, and June 4, 2004, represent a material breach of their agreements to pay upon the aforesaid Promissory Note, thereby giving rise to a cause of action by the Plaintiff against the Defendants for breach of their agreement.

16. Pursuant to the provisions of the Promissory Notes of April 8, 2004, and June 4, 2004, the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, did agree to pay all reasonable attorney's fees and costs of collection should the Notes become in default and placed with an attorney for collection.

17. Plaintiff has retained the services of **BLAKLEY & JONES** to represent them in this action, for which they have agreed to pay to the said law firm the sum of **One Thousand Five Hundred (\$1,500.00) Dollars** as attorney's fees.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment for the Plaintiff and against the Defendants **JERRY A. MILES and JERRY A. MILES, JR.**, in the amount of **Twenty-three Thousand Five Hundred (\$23,500.00) Dollars**, representing the amount due on the Promissory Notes of April 8, 2004, and June 4, 2004, together with interest at the rate of six (6%) percent from the dates that the aforesaid Promissory Notes became due and costs of suit.

COUNT II - UNJUST ENRICHMENT

18. Plaintiff hereby incorporate the averments contained in Paragraphs 1 through 6 of their Complaint and Paragraphs 7 through 14 of Count I above as if the same were fully set forth herein.

19. Pursuant to the representations of Defendants, **JERRY A. MILES and JERRY A. MILES, JR.**, the Plaintiff believes, and therefore avers, that the monies advanced to the Defendants were used by the Defendants to purchase motor vehicles on behalf of Defendant **TOP OF THE LINE MOTORS, INC.**, for sale in the course of their business.

20. As a result of the Plaintiff's advancement of said monies as set forth in the above paragraphs, Plaintiff avers that the Defendant **TOP OF THE LINE MOTORS, INC.**, was unjustly enriched by the advancement of said monies.

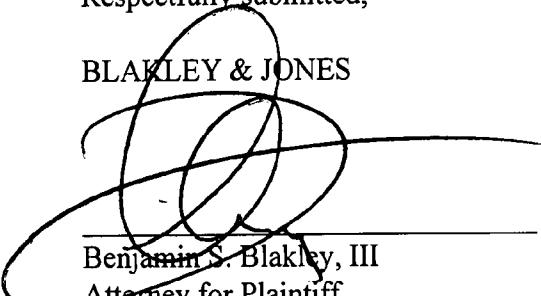
21. As a result of the said unjust enrichment and the failure of the Defendants **JERRY A. MILES and JERRY A. MILES, JR** to reimburse the Plaintiff for the monies advanced to the Defendants, and on behalf of the Defendant **TOP OF THE LINE MOTORS, INC.**, the Defendant **TOP OF THE LINE MOTORS, INC.**, has become indebted to the Plaintiff for the monies advanced on its behalf for the purchase of motor vehicles to be used in the course of its business.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in their favor and against Defendant **TOP OF THE LINE MOTORS, INC.**, in the amount of **Twenty-two Thousand (\$22,000.00) Dollars**, plus interest from the dates of the

advancement of the aforesaid monies as set forth in Plaintiff's Complaint, together with costs of suit.

Respectfully submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

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

DATE: 11/4/04

Harold N. Leach
HAROLD N. LEACH

PROMISSORY NOTE

\$ 16,500.00

Dated: APRIL 8

, 2004 year)

Principal Amount

State of Pennsylvania

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of HAROLD N. LEACH, Rd 1 Box 118, OH 45015, PA 15301, the sum of sixteen thousand five hundred dollars and —/—/— Dollars (\$16,500.00), together with interest thereon at the rate of —% per annum on the unpaid balance. Said sum shall be paid in the manner following: DUE: JULY 8, 2004

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

EXHIBIT

A

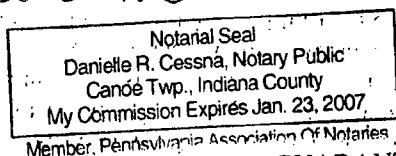
TOP OF THE LINE MOTORS
640 South Brady Street
DU BOIS, PENNSYLVANIA 15801

Signed in the presence of:

Danielle R. Cessna

Witness

Witness



GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness

Guarantor

Witness

Guarantor

PROMISSORY NOTE

\$ 5500.00

Dated: JUNE 2

, 2004 year)

Principal Amount

State of PENNSYLVANIA

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of HAROLD LEACH, RR1 Box 119, Ambler PA 19001, the sum of ~~Five Thousand Five hundred dollars and~~ ~~5500~~ Dollars (\$ 5500.00), together with interest thereon at the rate of ~~0~~ % per annum on the unpaid balance. Said sum shall be paid in the manner following: Due: JUNE 4th, 2007

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

EXHIBIT

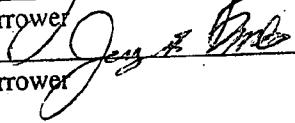
B

Signed in the presence of:

Witness

Witness



Borrower


Borrower

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Witness

Witness

Guarantor

Guarantor

In The Court of Common Pleas of Clearfield County, Pennsylvania

LEACH, HAROLD N.

VS.

MILES, JERRY A. and JERRY A. MILES JR. and TOP OF THE LINE MOTOR

COMPLAINT

Sheriff Docket # 16586

04-1769-CD

SHERIFF RETURNS

NOW NOVEMBER 17, 2004 AT 1:30 PM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MILES SR. A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW NOVEMBER 17, 2004 AT 1:30 PM SERVED THE WITHIN COMPLAINT ON JERRY A. MILES, JR. DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MILES SR., OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW NOVEMBER 17, 2004 AT 1:30 PM SERVED THE WITHIN COMPLAINT ON TOP OF THE LINE MOTORS INC., DEFENDANT AT EMPLOYMENT, 640 S. BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JERRY MILES SR., OWNER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
45.00	SHERIFF HAWKINS PAID BY:ATTY CK# 8684
30.00	SURCHARGE PAID BY: ATTY CK# 8685

Sworn to Before Me This

16 Day Of Dec. 2004



So Answers,


by 
Chester A. Hawkins

Sheriff

FILED

E.G.V

DEC 16 2004

012-006

William A. Shaw

Prothonotary/Clerk of Courts

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2004-01769-CD

Harold N. Leach

Vs.

Jerry A. Miles
Jerry Andrew Miles Jr.
Top of The Line Motors Inc.

FILED
FEB 01 2012
William A. Shaw
Prothonotary/Clerk of Courts

To All Parties and Counsel:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before April 2, 2012.

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

By the Court,

F. Cortez Bell III

F. Cortez Bell, III, Esq.
Court Administrator

Blankley

J Miles

J Miles Jr.

Top of the Line

FILED

FEB 01 2012

William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts
PO Box 549
Clearfield, PA 16830

FILED

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mail to: 306
William A. Shaw
Prothonotary/Clerk of Courts

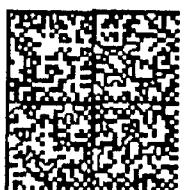
Jerry A. Miles, Jr.
1495 Treasure Lakes
DuBois, PA 15801

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RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

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REVERSED
INAPPROPRIATE
UNABLE TO
FORWARD



Hasler

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Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2004-01769-CD

Harold N. Leach

Vs.

Jerry A. Miles
Jerry Andrew Miles Jr.
Top of The Line Motors Inc.

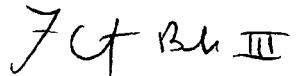
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By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

William A. Shaw
Prothonotary/Clerk of Courts
P O Box 549
Clearfield, PA 16830

Q
FILED

FEB 10 2012
FEB 11 2012
William A. Shaw
Prothonotary/Clerk of Courts

Top of the Line Motors, Inc.
640 S. Brady St.
DuBois, PA

UTK

NIXIE 152 5E 1 00 02/08/12

NOT RETURN TO SENDER
AS ADDRESSED,
UNABLE TO FORWARD

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02/01/2012
Mailed From 16830
US POSTAGE

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2004-01769-CD

Harold N. Leach

Vs.

Jerry A. Miles
Jerry Andrew Miles Jr.
Top of The Line Motors Inc.

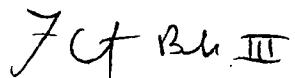
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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



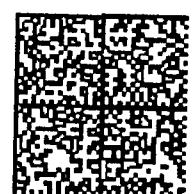
F. Cortez Bell, III, Esq.
Court Administrator

William A. Shaw
Prothonotary/Clerk of Courts
PO Box 549
Clearfield, PA 16830

FILED
M
J

FEB 10 2012
William A. Shaw
Prothonotary/Clerk of Courts

Jerry A. Miles
640 South Brady St.
DuBois, PA 15001



Hasler
02/01/2012
Mailed From 16830
US POSTAGE

MXTE 152 3E 1 00 02/08/12

NOT RETURN TO SENDER
UNDELIVERABLE AS ADDRESSED
TO FORWARD

BC: 16830054949 *1179-08132-01-39
16830054949 *1179-08132-01-39

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2004-01769-CD

Harold N. Leach

Vs.

Jerry A. Miles
Jerry Andrew Miles Jr.
Top of The Line Motors Inc.

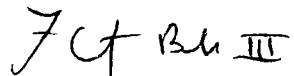
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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

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

ORDER

2
FILED
MAR 18 2013
of 9:00 AM
William A. Shaw
Prothonotary/Clerk of Courts

NOW, this 14th day of March, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since December 16, 2004, and that a Notice of Proposed Termination of Court Case had been mailed to the parties February 1, 2012 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,

~~FREDRIC J. AMMERMAN~~
President Judge