

05-1384-CD

Tim Britton al vs Meggan Matson

Tim Britton Const. vs Meggan B. Matson
2005-1384-CD

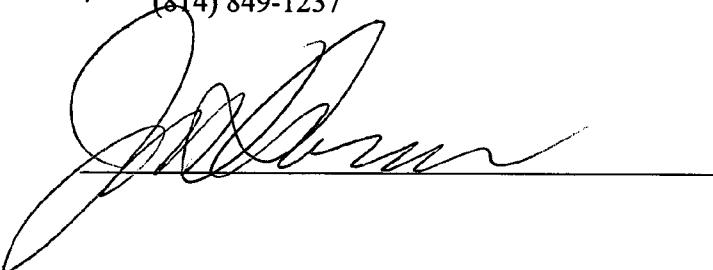
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

TIM BRITTON CONSTRUCTION
SERVICE,
109 Main Street
Falls Creek, PA 15840

vs.

MEGGAN B. MATSON,
26 Cherry Street
Brookville, PA 15825

* CIVIL ACTION
*
* No. 05 - 1384 C.D.
*
* Type of Case: Civil
*
* Type of Pleading:
* NOTICE OF APPEAL FROM DISTRICT
* JUSTICE JUDGMENT
*
* Filed on Behalf of:
* DEFENDANT
*
* Filed by: Counsel of Record for this Party:
* JAMES D. DENNISON, ESQUIRE
* Supreme Court ID # 37589
*
* DENNISON LAW OFFICES, P.C.
* 316 Main Street
* Brookville, PA 15825
* (814) 849-1237



FILED

SEP 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
of Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

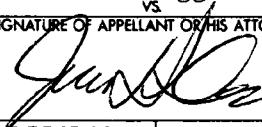
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

05-1384-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

| | | | |
|---|--|-------|----------|
| NAME OF APPELLANT | MAG. DIST. NO. OR NAME OF D.J. #46-3-01 | | |
| Meggan B. Matson | Patrick N. Ford, D.J. | | |
| ADDRESS OF APPELLANT | CITY | STATE | ZIP CODE |
| 26 Cherry Street | Brookville | PA | 15825 |
| DATE OF JUDGMENT | IN THE CASE OF (Plaintiff) | | |
| 8/29/2005 | Tim Britton Construction Service v. Meggan B. Matson vs (Defendant) | | |
| CLAIM NO. | SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT | | |
| CV XX 0000343-05 LT 19 |  James D. Dennison, Esquire | | |
| <p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p> | | | |
| <p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p> | | | |

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

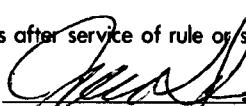
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Tim Britton Construction Service, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 05-1384-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Tim Britton Construction Service, appellee(s),
(Name of appellee(s))

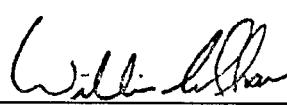

Signature of appellant or his attorney or agent
James D. Dennison, Esquire

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: Sept. 8, XX 2005



Signature of Prothonotary or Deputy

FILED Copy to: Atty Dennison (Def.)

m/13580
SEP 08 2005
(m)

DJ Ford

Atty Hopkins (Aff)

Atty Dennison pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; §§

AFFIDAVIT: I hereby swear or affirm that I served

- a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, *(name)* _____, on
_____, 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.
- and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**CIVIL ACTION
HEARING NOTICE**

PLAINTIFF:

NAME and ADDRESS

**TIM BRITTON CONSTRUCTION SERVICE
109 MAIN STREET
FALLS CREEK, PA 15840**

DEFENDANT:

NAME and ADDRESS

**MATSON, MEGGAN B
26 CHERRY STREET
BROOKVILLE, PA 15825**

VS.

**MEGGAN B. MATSON
26 CHERRY STREET
BROOKVILLE, PA 15825**

Docket No.: **CV-0000343-05**
Date Filed: **7/28/05**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

| | | | |
|-------|----------------|--------|---|
| Date: | 8/29/05 | Place: | DISTRICT COURT 46-3-01 309 MAPLE AVENUE PO BOX 452 DUBOIS, PA 15801 814-371-5321 |
| Time: | 9:30 AM | | |

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to Pa.R.C.P.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

NOTICE TO PLAINTIFF

Pursuant to Pa.R.C.P.D.J. No. 318, you or your attorney will be notified if the defendant gives notice of his/her intention to defend.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

DATE PRINTED: 7/28/05 10:46:33 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

CIVIL COMPLAINT

PLAINTIFF:

NAME and ADDRESS

Tim Britton Construction Service, Inc.
109 Main Street
Falls Creek, PA 15840

VS.

DEFENDANT:

NAME and ADDRESS

Meggan B. Matson
26 Cherry Street
Brookville, PA 15825

Docket No.: **CV-343-05**
Date Filed: **7-28-05**



| | AMOUNT | DATE PAID |
|---------------|-----------------|----------------|
| FILING COSTS | \$ <u>87.00</u> | <u>7/28/05</u> |
| SERVING COSTS | \$ _____ | / / |
| TOTAL | \$ _____ | / / |

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 3,712.77 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiff made improvements to Defendant's home at Defendant's request. Defendant has refused to pay Plaintiff.

I, David J. Hopkins, Esquire, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: David J. Hopkins, Esquire

Address: 900 Beaver Drive, DuBois, PA 15801

Telephone: (814) 375-0300

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

TIM BRITTON CONSTRUCTION SERVICE
109 MAIN STREET
FALLS CREEK, PA 15840

NAME and ADDRESS

DEFENDANT:

MATSON, MEGGAN B
26 CHERRY STREET
BROOKVILLE, PA 15825

NAME and ADDRESS

Docket No.: **CV-0000343-05**
Date Filed: **7/28/05**



05-1384-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

Judgment was entered for: (Name) **TIM BRITTON CONSTRUCTION SERVT**

Judgment was entered against: (Name) **MATSON, MEGGAN B**

in the amount of \$ **3,799.77** on: (Date of Judgment) **8/29/05**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

FILED NO
M 12:07 PM '05
SEP 14 2005

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____

| | |
|--|--------------------|
| Amount of Judgment | \$ 3,712.77 |
| Judgment Costs | \$ 87.00 |
| Interest on Judgment | \$.00 |
| Attorney Fees | \$.00 |
| Total | \$ 3,799.77 |
| Post Judgment Credits | \$ _____ |
| Post Judgment Costs | \$ _____ |
| Certified Judgment Total \$ _____ | |

Portion of Judgment for physical damages arising out of residential lease \$ _____

William A. Shaw
Prothonotary/Clerk of Courts

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

8-29-05 Date Patrick N. Ford - pnf, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

FILED

SEP 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

TIM BRITTON CONSTRUCTION
SERVICES,

Plaintiff

vs.

MEGGAN B. MATSON,

Defendant

No. 05-1384 C.D.

Type of Pleading: Complaint

Filed on behalf of: Tim Britton
Construction Services, Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

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

900 Beaver Drive
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *icc*
09:45 AM Atty
SEP 29 2005 *GK*

William A. Shaw
Prothonotary/Clerk of Courts

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

| | | |
|--------------------------|---|------------------|
| TIM BRITTON CONSTRUCTION | : | |
| SERVICES, | : | |
| Plaintiff | : | |
| vs. | : | No. 05-1384 C.D. |
| MEGGAN B. MATSON, | : | |
| Defendant | : | |

NOTICE

To: Defendant

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 Amended 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 a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Clearfield County Courthouse
Office of the Court Administrator
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641 ext. 5982

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

| | | |
|--------------------------|---|------------------|
| TIM BRITTON CONSTRUCTION | : | |
| SERVICES, | : | |
| Plaintiff | : | |
| vs. | : | No. 05-1384 C.D. |
| MEGGAN B. MATSON, | : | |
| Defendant | : | |

COMPLAINT

AND NOW, comes Plaintiff, Timothy J. Britton d/b/a Tim Britton Construction Services through his attorneys, Hopkins Heltzel LLP, and avers the following:

COUNT I

1. The Plaintiff is Timothy J. Britton, d/b/a/ Tim Britton Construction Services a principal business address of 109 Main Street, Falls Creek, Pennsylvania.
2. The Defendant is Meggan B. Matson who resides at 26 Cherry Street, Brookville, Pennsylvania 15825.
3. Defendant is an owner of real property known as 26 Cherry Street, Brookville, Pennsylvania 15825.
4. On or about November 17, 2004, Plaintiff and Defendant entered into an agreement for Plaintiff to perform construction work at Defendant's home. A photocopy of the contract and specifications are attached hereto as Exhibit "A" and are incorporated as if set forth at length herein.
5. Plaintiff completed all of the work in a timely fashion. Plaintiff presented billing to Defendant, some of which has been paid but there remains unpaid \$3,712.77.

6. Plaintiff has requested the aforesaid amount be paid but Defendant has refused.

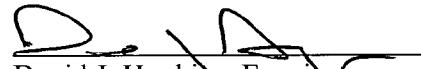
7. The actions of Defendant constitute a breach of contract and entitle Plaintiff to an award of damages in the amount of \$3,712.77.

8. Plaintiff has incurred District Magistrate filling fees in the amount of \$87.00 for which Plaintiff is entitled to be reimbursed.

9. Plaintiff has incurred mechanic's lien filing expenses in the amount of \$95.50.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$3,895.27 together with pre-judgment and post-judgment interest, costs of suit, attorney's fees and such other and further relief as the Court deems fair and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiff



109 Main Street, Falls Creek, PA 15840
814-375-9388 or 800-870-9338

STANDARD REMODELING CONTRACT

This contract is made between:

Tim Britton Construction Services
109 Main Street
Falls Creek, PA 15840
(Herein known as Builder)

And

Jack and Megan Matson
26 Cherry Street
Brookville, PA 15825
(Herein known as Owner)

1. **Contract Documents**—The contract documents include the terms of this remodeling contract. The contract, plans, and specifications are intended to supplement each other. If these documents conflict, however, the specifications shall control the plans, and the contract shall control both.
2. **Description of Work**—The builder will furnish all labor, materials, construction equipment and machinery necessary to complete certain alterations and improvements in accordance with the plans and specifications upon the following described property: **26 Cherry St., Brookville, PA 15825**
3. **Owners' Responsibilities**—The owners shall secure and pay for any easements, variances, zone changes, necessary modifications of restrictive covenants, or other actions. The owners will indicate the property lines to the builder and will provide boundary stakes by a licensed land surveyor if the owners are in doubt about the property boundaries. The owners assume all responsibility for the accuracy of the boundary markers. The owners agree to make drinking water and toilet facilities available to the builder, the builder's employees, and trade contractors. The owners shall pay for assessments, hook-up charges, connection or tapping fees required by public bodies or utilities and for electricity, water, gas, sewers, and other utilities required for the work to be performed. The owners shall permit the builder and the builder's workers access to a telephone for local business calls related to the job. No long distance calls will be made from the owners' home without prior approval.
4. **Permits, Licenses, and Other Approvals**—The builder shall obtain at owner's expense all local building and construction permits, licenses, governmental charges and inspection fees, and all other approvals necessary for the work, occupancy of permanent structures, or changes in existing structures that are applicable when the proposal is signed, except as provided otherwise in this contract.
5. **Change Orders**—During the course of the project, the owners, without invalidating the contract, may order changes in the work consisting of selection of materials, additions, deletions, modifications or clarification of any scopes of work. (The contract sum and the contract time will be adjusted accordingly.) All such changes in the work shall be authorized by a written addendum signed by the parties. The owners agree that, to expedite the work, either of them may sign the change order, and that the signature of one is binding on the other and shall be paid for by the owner at settlement.
6. **Changes, Alterations and Modifications** - Builder reserves the right to make changes in the plans and specifications and to substitute building materials, appliances equipment, fixtures and items in the residence as may be necessitated by the availability of materials, colors, or brand names or by material shortages or strikes, or similar situations which in the builder's reasonable judgment require such changes; provided that none of the changes diminish the size of the residence, and any substitution shall be of reasonable quality to the material and size of the residence, and any substitution shall be of reasonable quality to the material originally specified.
7. **Access and Construction Damage**—The owner shall grant free access to work areas for workers and vehicles and shall allow areas for storage of materials and debris. Driveways shall be kept clear and available for movement of vehicles during the scheduled working hours, which will be 7:00 a.m. to 7:00 p.m., Monday through Saturday. The builder and the builder's workers shall make reasonable efforts to protect driveways, lawns, shrubs, or other vegetation. However they shall not be responsible for damage to any of the items listed above unless the damage results from their gross negligence.
8. **Differing Site Conditions**—The builder stipulates that it has visited the home site, and it has familiarized itself with the local conditions under which the work is to be performed. However, the owners acknowledge that this contract is based solely on observations that the builder was able to make with the structure in its current condition at the time the work was bid, and that the builder shall not be responsible for differing site conditions that were not visible when this contract was made unless stated otherwise in the specifications. Differing site conditions may include, but are not limited to, damage caused by termites or dry rot, rock not removable by ordinary hand tools, hidden pipes, and code violations that must be repaired, corrected, replaced, or overcome. Before disturbing any such differing site condition, the builder shall, if possible and reasonably practical notify the owners of such condition, and the parties shall execute such reasonable change orders as may be appropriate in the circumstances.
9. **Mold**—The builder will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects.

10. **Insurance and Risk of Loss**—During the term of this contract, the owners shall maintain insurance covering the full replacement cost of the improvement under contract, theft of materials on site, and any damage to persons or property arising out of the work. The builder shall purchase and maintain such insurance as is necessary to protect the owners from claims under workers compensation and from liability to others for damages because of bodily injury, including death, and from liability for damages to property.
11. **Right to Cure**—A breach of the builder in the performance or observance of any of the covenants of the builder in this agreement and the failure of builder to cure such breach within thirty (30) days after written notice to do so is given by owner to builder shall constitute an event of default by builder, unless the nature of the default is not curable within such time period and builder is diligently proceeding in its efforts to cure the breach, in which event the cure period not to exceed ninety (90) days. Unless and until owner issues written notice to builder and builder has had the opportunity to cure a breach, builder shall not be liable to owner for any breach, owner shall not have the right to enter into any agreements for the correction of a breach with any other builder or repairman, and owner shall not have the right to withhold any payments to builder regarding said breach.
12. **Application for Payment**—The builder shall prepare itemized statements for the owners when payments are due under the provisions of the payment agreement. All payments are due immediately on the date the builder submits each payment request or they are due within three (3) days with prior approval. Payments due and unpaid shall bear interest at the rate of 1½% per month. The parties agree that this late charge represents a fair and reasonable estimate of the costs the builder will incur by reason of the late payment by the owners. If after seven (7) days the owners have failed to make the payment, the builder may suspend the work until such time as all payments due have been paid.
13. **Warranties & Communication**—All communications/changes dealing with the contract are to be in writing, verbal communications may not be acknowledged. All workmanship is to conform to the Residential Construction Performance Guidelines as developed by the National Association of Home Builders. There is a one-year warranty on workmanship and all manufacturers' warranties apply. Material defects may not be the responsibility of the builder. Warranty procedures detailed in orientation packet. Warranties are not valid unless invoices are paid in full.
14. **Dispute Resolution**—The owners and the builder will cooperate with one another in avoiding and informally resolving disputes between them. If one party wants to get out of the contract over a violation of the contractual obligations, this would require a written notice of termination as well as the granting of a reasonable amount of time to remedy any deficiency before the termination provisions become effective. However, all claims or disputes arising out of, or relating to this contract that are not informally resolved shall be resolved by mediation or arbitration, under their rules and procedures, and the decision by the arbitrator shall be final and binding on the parties. The arbitrator shall award reasonable costs and expenses, including attorney's fees, to the prevailing party. If the owners take possession of the remodeling project without the builders consent, then all remaining work shall be deemed to be complete and the owners shall pay the builder the full amount remaining on this contract and the builder shall be released from any further obligations under the contract.
15. **Your Right to Cancel**—You are entering into a contract. If that contract is a result of or in connection with a salesman's direct contact with a call to you at your residence without your soliciting the contract or call, then you have a legal right to avoid the contract or sale by notifying us within three business days from which ever of the following events occurs last, the date of the transaction or the date you received this notice of cancellation. If you decide to cancel this transaction, you may do so notifying us in writing at: Tim Britton Construction Services, 109 Main Street, Falls Creek, PA 15840. (814) 375-9388. You may use any written statement that is signed and dated by you and states your intention to cancel, you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights. If you cancel you must do so before midnight of the third business day following the latest of the two events listed above. If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.
16. **Contract Price**—In consideration for the work to be performed by the builder, the owners shall pay the builder the sum of \$6,009.50 _____ (owner's initials) (subject to additions and deductions by written change order). This contract price is based on the cost of the work as defined by the plans and specifications. If the owners' selections differ from the items listed in the specifications, the owners agree to pay the builder such additional costs _____ (owner's initials). If the owners' selections result in costs less than the items specified, the builder agrees to credit the owners for the difference. The contract price shall be payable as follows: \$3,004.75 down payment upon signing, and balance upon completion of project _____ (owner's initials).
17. **Entire Agreement**—This contract (including the documents incorporated by reference) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties whether oral or written. This contract shall not be assigned without the written consent of all parties. This contract has no force or effect and will not be binding upon the builder until it is accepted and signed by the owners and countersigned by the builder. We the undersigned have read and understand and agree to each of the provisions of this contract and hereby acknowledge receipt of a copy of this contract.

Tim Britton Construction Services

By

Kristen A Caldwell

[Tim Britton, Builder]

11/17/04

Date

By

Meggan Mates

[Owner]

11/17/04

Date

ales.f.small remodeling contract.

tb/kc

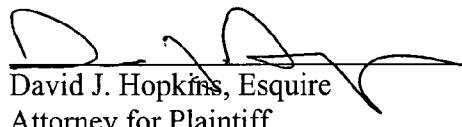
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

TIM BRITTON CONSTRUCTION :
SERVICES, :
Plaintiff :
vs. : No. 05-1384 C.D.
MEGGAN B. MATSON, :
Defendant :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Complaint, filed on behalf of Timothy J. Britton d/b/a Tim Britton Construction Services, was forwarded on the 28th day of September, 2005, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

James D. Dennison, Esquire
Dennison Law Office, P.C.
316 Main Street
Brookville, PA 15825-1222


David J. Hopkins, Esquire
Attorney for Plaintiff
Supreme Court No. 42519

FILED

SEP 29 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

| | | |
|-----------------------------------|---|-----------------------------|
| Tim Britton Construction Services | * | CIVIL DIVISION |
| Plaintiff | * | |
| | * | Number 05-1384 C.D. |
| vs. | * | |
| Meggan B. Matson | * | Type of Case: Civil |
| Defendant | * | |
| | * | Type of Pleading: Praeclipe |
| | * | |
| | * | Filed on behalf of: |
| | * | Meggan B. Matson |
| | * | Defendant |
| | * | |
| | * | Counsel of Record: |
| | * | JAMES D. DENNISON, ESQUIRE |
| | * | |
| | * | Supreme Court Number: 37589 |
| | * | |
| | * | DENNISON LAW OFFICES, P.C. |
| | * | 316 Main Street |
| | * | Brookville, PA 15825 |
| | * | (814) 849-1237 |

FILED
m/13/06 *cc & Cert of
disc issued to
MAY 17 2006 Atty Dennison*
Copy to c/A
William A. Shaw
Prothonotary *WS*

Tim Britton Construction Services * In the Court of Common Pleas of
Plaintiff, * Clearfield County, Pennsylvania
* CIVIL DIVISION
*
* vs.
*
*
*
Meggan B. Matson *
Defendant. * Number 05-1384, C.D.

PRAECIPE

To the Prothonotary:

Please mark the above cause of action "settled, discontinued and ended".



Tim Britton
Tim Britton Construction Services, Inc

Dated: MAY 3, 2006.

FILED

MAY 17 2006

William A. Shaw
Prothonotary

DENNISON LAW OFFICES, P.C.

316 MAIN STREET
BROOKVILLE, PENNSYLVANIA 15825-1222

JAMES D. DENNISON
HEIDI ULRICH DENNISON

(814) 849-1237
FAX (814) 849-1242
E-MAIL: jdennison@alltel.net

May 9, 2006

Clearfield County Courthouse
Office of the Prothonotary
1 N. 2nd Street
Clearfield, PA 16830

RE: Number 05-1384 C.D.

I enclose herewith one original and two copies of the Praeclipe to mark the above cause of action "settled, discontinued and ended", along with a check in the amount of \$7.00. Please file the original Praeclipe and return the two file stamped copies to me in the enclosed self addressed stamped envelope.

Very truly yours,

DENNISON LAW OFFICES, P.C.



James D. Dennison

JDD:mrc
Enclosures

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Tim Britton Construction Service

Vs.
Meggan B. Matson

No. 2005-01384-CD

COPY

CERTIFICATE OF DISCONTINUATION

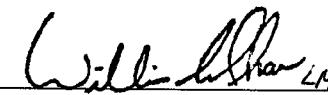
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 17, 2006, marked:

Settled, discontinued and ended

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

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of May A.D. 2006.



William A. Shaw, Prothonotary