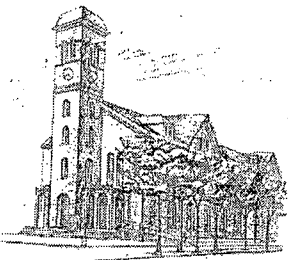


05-1974-CD
Randall Weaver vs John Patterson

Randall Weaver vs John Patterson
2005-1974-CD



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: 12/21/05

X You are responsible for serving all appropriate parties.

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

 Plaintiff(s)/Attorney(s)

 Defendant(s)/Attorney(s)

 Other

 Special Instructions:

Randall Weaver vs. John E. Patterson

Civil Other

Date		Judge
12/20/2005	New Case Filed.	No Judge
	Filing: Complaint. Paid by: Ryan, John R. (attorney for Weaver, Randall) Receipt number: 1911748 Dated: 12/20/2005 Amount: \$85.00 (Check) 3 CC Atty Ryan	No Judge
	Motion for Seizure of Property, filed by s/ John R. Ryan Esq. 4CC Atty Ryan.	No Judge
12/21/2005	Notice of Hearing For Seizure of Property, hearing on this Motion on the 13th day of Jan., 2006 Courtroom 1 at 10:30 a.m. By The Court, /s/ Fredric J. Ammerman,. 2CC Atty. Ryan	No Judge
1/5/2006	Affidavit of Service filed. That a certified copy of Motion for Seizure of Property and Notice of Hearing for Seizure filed on behalf of Plaintiff in the above matter were served on the Defendant, John E. Patterson, on December 31, 2005, filed by s/ John R. Ryan Esq. No CC.	No Judge
1/13/2006	Preliminary Objections to Motion For Seizure of Property, filed by s/ Ann B. Wood, Esquire. 2CC Atty. Wood	Fredric Joseph Ammerman
	Affidavit, filed by s/ Ann B. Wood Esq. 2CC Atty Wood.	Fredric Joseph Ammerman
1/17/2006	Order, NOW, this 13th day of Jan., 2006, Motion for Seizure of Property is withdrawn, without prejudice. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Ryan, Wood	Fredric Joseph Ammerman
2/10/2006	Answer and New Matter to Complaint, filed by s/ Ann B. Wood Esq. 1CC Atty Wood.	Fredric Joseph Ammerman
2/24/2006	Reply to New Matter, filed by s/ John R. Ryan Esq. 3CC Atty Ryan.	Fredric Joseph Ammerman
	Certificate of Service, filed. Served a certified copy of Reply to New Matter filed on behalf of the Plaintiff, RANDALL WEAVER, in the above captioned matter on the 24th day of February 2006 to Ann B. Wood Esq., filed by s/ John R. Ryan Esq. No CC.	Fredric Joseph Ammerman
3/7/2006	Sheriff Return, January 6, 2006 at 11:37 am served the within Complaint on John E. Patterson. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Belin \$52.40	Fredric Joseph Ammerman
4/4/2006	First Amended Reply to New Matter, filed by s/ John R. Ryan, Esquire. 3CC to Atty	Fredric Joseph Ammerman
4/5/2006	Certificate of Service, certified copy of First Amended Reply to New Matter filed on behalf of Plaintiff served on Ann B. Wood, Esquire by first class mail on April 5, 2006. Filed by s/ John R. Ryan, Esquire No CC	Fredric Joseph Ammerman
6/8/2006	Filing: Praeipce/List For Arbitration Paid by: Ryan, John R. (attorney for Weaver, Randall) Receipt number: 1914190 Dated: 06/08/2006 Amount: \$20.00 (Check)	Fredric Joseph Ammerman
6/9/2006	Praeipce To Place on Arbitration List, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	Fredric Joseph Ammerman
8/29/2006	Petition to Withdraw as Counsel, filed by s/ Ann B. Wood, Esquire. 1CC Atty.	Fredric Joseph Ammerman

Randall Weaver vs. John E. Patterson

Civil Other

Date		Judge
8/30/2006	Order, NOW, this 30th day of August, 2006, Ordered that the above-captioned matter is scheduled for Arbitration on Tuesday, October 10, 2006 at 1:00 p.m. The following have been appointed as Arbitrators: Paula M. Cherry, Esquire, Chairman Laurance B. Seaman, Esquire, and Michael S. Marshall By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 7 cc to C/A	Fredric Joseph Ammerman
9/1/2006	Rule To Show Cause, NOW, this 31st day of August, 2006, upon consideration of the Petition to Withdraw as Counsel, it is Ordered that a Rule be issued on Def. Rule Returnable the 29th day of Sept., 2006, for filing written response. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Wood	Fredric Joseph Ammerman
9/27/2006	Certificate of Service, filed. Served a true and correct copy of Plaintiff's Pre-Trial Statement on David Meholick-Court Administrator, Ann B. Wood Esq. Paula M. Cherry Esq., Laurance B. Seaman Esq., Michael S. Marshall Esq., filed by s/ John R. Ryan Esq. NO CC.	Fredric Joseph Ammerman
10/5/2006	Order, NOW, this 4th day of Oct., 2006, Ordered that Ann B. Wood, Esquire shall be released as counsel of record. by the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Wood, Ryan, 1CC deft. @ 1049 Dorsey Ave. PO Box 24, Irvona PA 16656	Fredric Joseph Ammerman
10/9/2006	Affidavit, filed by s/ Ann B. Wood Esq. 2 CC Atty Ryan.	Fredric Joseph Ammerman
10/10/2006	Oath or Affirmation of Arbitrators Laurance B. Seaman, Esq., Paula M. Cherry, Esq. and Michael S. Marshall, Esq. Award of Arbitrators, filed. NOW this 10th day of October, 2006, Award in favor of Plaintiff and against the Defendant in the amount of \$22,714.48 plus costs, plus interest at the legal rate of 6% fro time of filing suit, 12/20/2005. s/Laurance B. Seaman, Esq. Chairman, Paula M. Cherry & Michael S. Marshall. Notice of Award to Atty. Ryan, Atty. Wood and Defendant.	Fredric Joseph Ammerman

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 -1974 C.D.

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 3cc
012:59.81/ Atty Ryan
DEC 20 2005
William A. Shaw Atty pd.
Prothonotary/Clerk of Courts 85.00

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 - - C.D.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this 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 money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 - - C.D.

COMPLAINT

NOW COMES, Randall L. Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, and files his Complaint as follows:

COUNT I - REPLEVIN

1. Plaintiff is Randall L. Weaver, an adult individual residing at 32 Wintersville Road, Richland, Pennsylvania, 17807.
2. Defendant is John F. Patterson, an adult individual residing at 1049 Dorsey Avenue, P.O. Box 24, Irvona, Pennsylvania, 16656.
3. On or about December 23, 2004, Plaintiff and Defendant entered into a written contract for the sale by Plaintiff to Defendant of a 1995 Ravens Dump Trailer for the price of Twenty Eight Thousand (\$28,000.00) Dollars together with accumulated interest at the rate of 9.5%. A true and correct copy of the said contract is attached hereto, marked Exhibit "A" and is incorporated herein by reference as if set forth at length.
4. It is believed and therefore averred that the reasonable value of the trailer is Twenty-Eight Thousand (\$28,000.00) Dollars.

5. The said contract required Defendant to make monthly installment payments of Five Hundred (\$500.00) Dollars, interest and principal, until paid in full, with interest to be calculated at the rate of 9.5% per annum.
6. The contract further required that Plaintiff be granted a first lien security interest on the said trailer, which lien would be released by Plaintiff upon full payment of the purchase price by the Defendant.
7. Defendant made payments through July of 2005, but has failed and refused to make payment since that time.
8. Further, due to an error on the part of the notary who completed the paperwork for the title transfer, Plaintiff did not obtain a perfected security interest in the trailer and the title was issued to Defendant with no lien holder designated thereon.
9. Defendant, with full knowledge that the terms of the contract required Plaintiff to hold first lien, failed to protect Plaintiff's contractual right and instead subsequently used the trailer as collateral to obtain a loan, and CSB Bank was granted first lien on the trailer, which represents a breach of the contract and impairs Plaintiff's right to a security interest in the trailer.
10. Defendant has accordingly breached the terms of the contract by his failure to make timely payments thereunder, and further by using the trailer as collateral with another party listed as holding a priority security interest in the trailer.
11. Under the terms of the contract, Plaintiff has the right to immediate possession of the trailer as the result of the failure and refusal of the Defendant to cure the default in payment.

WHEREFORE, Plaintiff demands judgment in replevin in his favor and against the Defendant for:

- a. The possession and delivery of the above described trailer; or
- b. The value of the trailer, with interest and surcharges to the date of trial, in the event possession and delivery cannot be had, being in excess of Twenty Eight Thousand (\$28,000.00) Dollars; and
- c. Any and all other relief, which this Court deems appropriate.

COUNT II – BREACH OF CONTRACT

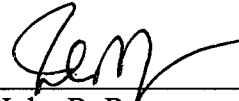
12. Paragraphs 1 through and including Paragraph 11 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.
13. Pursuant to the terms and conditions of the aforesaid Contract, Defendant has defaulted by his failure and refusal to make payments, the sum of which, including interest and surcharges, is in excess of Two Thousand Five Hundred Dollars, and increasing monthly.
14. At all times material herein, Plaintiff has conformed to and complied with the terms and conditions of the said Contract.
15. To date, Defendant owes Plaintiff an amount in excess of Two Thousand Five Hundred Dollars, together with interest and surcharges pursuant to the Contract.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant for:

- a. Payments in arrears since July, 2005, plus interest and surcharges, the sum of which is in excess of Two Thousand Five Hundred Dollars and increasing monthly;

- b. Any and all other relief, which the Court deems appropriate.

BELIN & KUBISTA

A handwritten signature in black ink, appearing to read "J. Ryan", is written over a horizontal line.

John R. Ryan
Attorney for Plaintiff

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 Pa. C.S. 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Randall Weaver", written in dark ink.

Randall Weaver

AGREEMENT OF SALE FOR 1995 RAVENS TRAILER

THIS AGREEMENT, made this 23rd day of December, 2004, by and between RANDALL WEAVER, of 32 Wintersville Road, Richland, Pa 17087, and John E. Patterson, 1049 Doresy Avenue, P.O. Box 24, Irvona, PA 16656. witnesseth as follows:

WHEREAS, Seller is the owner of a 1995 Dump Trailer, bearing VIN# 1R1D34028SJ095761. and

WHEREAS, Buyer is desirous of purchasing said 1995 Ravens Trailer under the following terms and conditions:

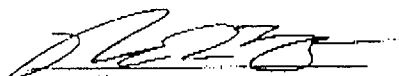
NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

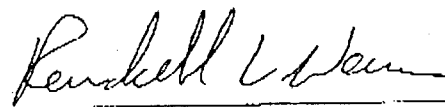
1. Seller shall sell to Buyer the aforesaid 1995 Ravens Dump Trailer for the purchase price of \$28,000.00 (Twenty-eight Thousand Dollars) plus accumulated interest at 9.5%.
2. Buyer agrees to make payments of \$500.00, interest and principle, until paid in full, with interest to be calculated at the rate of 9.5% per annum. If Buyer is one day late there will be a surcharge of \$30.00.
3. Buyer agrees to be solely responsible for all maintenance, repairs, insurance and liability insurance on said vehicle, and shall send written proof of insurance to seller upon the request of Seller.
4. Buyer releases the Seller from any obligations, responsibility causes of action, lawsuits and any claims whatsoever in regard to the aforesaid Ravens Dump Trailer, and futher agrees to indemnify and hold Seller harmless from any third party claims, actions, lawsuits of the like.
5. In the event of a default in payment of 25 days, Buyer shall surrender and/or Seller may obtain possession of the 1995 Ravens Trailer without notice, and Buyer waives any rights he may have under any repossession statute of the Commonwealth of Pennsylvania of the United States of America.
6. Buyer shall obtain title after all payments are made to Seller. Seller shall have first lien on title until all payments are made in full. Principle and interest are non-refundable.

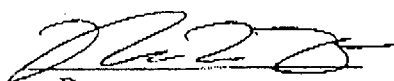
7. Buyer's first payment shall be due on January 6, 2005.
8. Seller agrees to convey title, free and clear of lien and encumbrances, at the time the Buyer's payment obligations are completed in full.
9. Buyer has read and fully understands all terms to this document.
10. This agreement of Sale shall be legally binding upon the parties hereto, their heirs, successors and assigns.

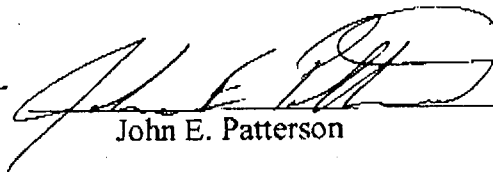
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness: 12-23-04
Date


Seller

 (SEAL)
Randall L. Weaver


Buyer

 (SEAL)
John E. Patterson

Notarial Seal
Norman L. Brubaker, Notary Public
Jackson Twp., Lebanon County
My Commission Expires Jan. 28, 2006

Member, Pennsylvania Association Of Notaries

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 - ¹⁹⁷⁴ - C.D.

**MOTION FOR SEIZURE OF
PROPERTY**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 400
10/25/05
DEC 20 2005
Atty Ryan

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 - - C.D.

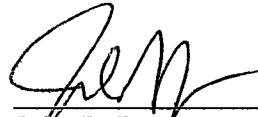
MOTION FOR SEIZURE OF PROPERTY

NOW COMES, Randall Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, move the Honorable Court as follows:

1. Plaintiff has filed a Complaint in Replevin seeking possession of a certain 1995 Ravens Dump Trailer. A true and correct copy of the Complaint is attached hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.
2. The contract referred to in the Complaint provides that upon default by the Defendant, Plaintiff shall be entitled to immediate possession of the said trailer.
3. As set forth in the Complaint, Defendant has failed and refused to make payment to Plaintiff under the express terms of the said contract.
4. Plaintiff therefore is entitled to an Order granting seizure of the said trailer and possession of the same pending final determination of the merits of the action, including Plaintiff's claim for damages.

WHEREFORE, Plaintiff moves the Honorable Court for an Order directing that the property be seized and delivered to the possession of Plaintiff.

BELIN & KUBISTA

A handwritten signature in black ink, appearing to read 'John R. Ryan', is written over a horizontal line.

John R. Ryan
Attorney for Plaintiff

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 - - C.D.

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

EXHIBIT "A"

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - - C.D.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this 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 money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
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(814) 765-2641, ext. 1300

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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: No. 05 - - C.D.
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COMPLAINT

NOW COMES, Randall L. Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, and files his Complaint as follows:

COUNT I - REPLEVIN

1. Plaintiff is Randall L. Weaver, an adult individual residing at 32 Wintersville Road, Richland, Pennsylvania, 17807.
2. Defendant is John F. Patterson, an adult individual residing at 1049 Dorsey Avenue, P.O. Box 24, Irvona, Pennsylvania, 16656.
3. On or about December 23, 2004, Plaintiff and Defendant entered into a written contract for the sale by Plaintiff to Defendant of a 1995 Ravens Dump Trailer for the price of Twenty Eight Thousand (\$28,000.00) Dollars together with accumulated interest at the rate of 9.5%. A true and correct copy of the said contract is attached hereto, marked Exhibit "A" and is incorporated herein by reference as if set forth at length.
4. It is believed and therefore averred that the reasonable value of the trailer is Twenty-Eight Thousand (\$28,000.00) Dollars.

5. The said contract required Defendant to make monthly installment payments of Five Hundred (\$500.00) Dollars, interest and principal, until paid in full, with interest to be calculated at the rate of 9.5% per annum.
6. The contract further required that Plaintiff be granted a first lien security interest on the said trailer, which lien would be released by Plaintiff upon full payment of the purchase price by the Defendant.
7. Defendant made payments through July of 2005, but has failed and refused to make payment since that time.
8. Further, due to an error on the part of the notary who completed the paperwork for the title transfer, Plaintiff did not obtain a perfected security interest in the trailer and the title was issued to Defendant with no lien holder designated thereon.
9. Defendant, with full knowledge that the terms of the contract required Plaintiff to hold first lien, failed to protect Plaintiff's contractual right and instead subsequently used the trailer as collateral to obtain a loan, and CSB Bank was granted first lien on the trailer, which represents a breach of the contract and impairs Plaintiff's right to a security interest in the trailer.
10. Defendant has accordingly breached the terms of the contract by his failure to make timely payments thereunder, and further by using the trailer as collateral with another party listed as holding a priority security interest in the trailer.
11. Under the terms of the contract, Plaintiff has the right to immediate possession of the trailer as the result of the failure and refusal of the Defendant to cure the default in payment.

WHEREFORE, Plaintiff demands judgment in replevin in his favor and against the Defendant for:

- a. The possession and delivery of the above described trailer; or
- b. The value of the trailer, with interest and surcharges to the date of trial, in the event possession and delivery cannot be had, being in excess of Twenty Eight Thousand (\$28,000.00) Dollars; and
- c. Any and all other relief, which this Court deems appropriate.

COUNT II – BREACH OF CONTRACT

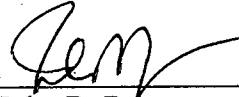
12. Paragraphs 1 through and including Paragraph 11 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.
13. Pursuant to the terms and conditions of the aforesaid Contract, Defendant has defaulted by his failure and refusal to make payments, the sum of which, including interest and surcharges, is in excess of Two Thousand Five Hundred Dollars, and increasing monthly.
14. At all times material herein, Plaintiff has conformed to and complied with the terms and conditions of the said Contract.
15. To date, Defendant owes Plaintiff an amount in excess of Two Thousand Five Hundred Dollars, together with interest and surcharges pursuant to the Contract.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant for:

- a. Payments in arrears since July, 2005, plus interest and surcharges, the sum of which is in excess of Two Thousand Five Hundred Dollars and increasing monthly;

- b. Any and all other relief, which the Court deems appropriate.

BELIN & KUBISTA

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

John R. Ryan
Attorney for Plaintiff

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 Pa. C.S. 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Randall Weaver", written in dark ink.

Randall Weaver

AGREEMENT OF SALE FOR 1995 RAVENS TRAILER

THIS AGREEMENT, made this 23rd day of December, 2004, by and between RANDALL WEAVER, of 32 Wintersville Road, Richland, Pa 17087, and John E. Patterson, 1049 Doresy Avenue, P.O. Box 24, Irvona, PA 16656. witnesseth as follows:

WHEREAS, Seller is the owner of a 1995 Dump Trailer, bearing VIN# 1R1D34028SJ095761. and

WHEREAS, Buyer is desirous of purchasing said 1995 Ravens Trailer under the following terms and conditions:

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller shall sell to Buyer the aforesaid 1995 Ravens Dump Trailer for the purchase price of \$28,000.00 (Twenty-eight Thousand Dollars) plus accumulated interest at 9.5%.
2. Buyer agrees to make payments of \$500.00, interest and principle, until paid in full, with interest to be calculated at the rate of 9.5% per annum. If Buyer is one day late there will be a surcharge of \$30.00.
3. Buyer agrees to be solely responsible for all maintenance, repairs, insurance and liability insurance on said vehicle, and shall send written proof of insurance to seller upon the request of Seller.
4. Buyer releases the Seller from any obligations, responsibility causes of action, lawsuits and any claims whatsoever in regard to the aforesaid Ravens Dump Trailer, and further agrees to indemnify and hold Seller harmless from any third party claims, actions, lawsuits of the like.
5. In the event of a default in payment of 25 days, Buyer shall surrender and/or Seller may obtain possession of the 1995 Ravens Trailer without notice, and Buyer waives any rights he may have under any repossession statute of the Commonwealth of Pennsylvania of the United States of America.
6. Buyer shall obtain title after all payments are made to Seller. Seller shall have first lien on title until all payments are made in full. Principle and interest are non-refundable.

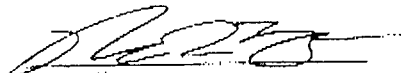
7. Buyer's first payment shall be due on January 6, 2005.
8. Seller agrees to convey title, free and clear of lien and encumbrances, at the time the Buyer's payment obligations are completed in full.
9. Buyer has read and fully understands all terms to this document.
10. This agreement of Sale shall be legally binding upon the parties hereto, their heirs, successors and assigns.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

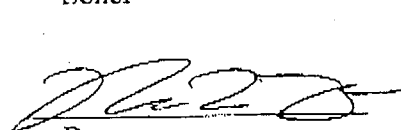
Witness:

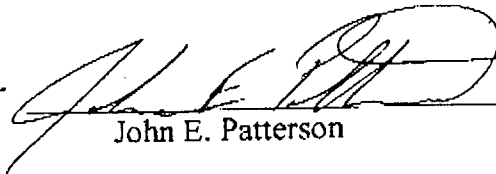
12-23-04

Date


Seller

 (SEAL)
Randall L. Weaver


Buyer

 (SEAL)
John E. Patterson

Notarial Seal
Norman L. Brubaker, Notary Public
Jackson Twp., Lebanon County
My Commission Expires Jan. 28, 2008
Member, Pennsylvania Association Of Notaries

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - 1974 - C.D.

**NOTICE OF HEARING FOR
SEIZURE OF PROPERTY**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 2cc
012:2861 Amy Ryan
DEC 21 2005 60

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

:
:
:
:
:
:
:

No. 05 - 1974 C.D.


NOTICE OF HEARING FOR SEIZURE OF PROPERTY

TO: John E. Patterson, Defendant

You are hereby notified that:

1. Plaintiff has commenced an action of replevin and has filed a Motion for Seizure of the property described in the Complaint. A copy of the Complaint and Motion is attached to this Notice.
2. There will be a hearing on this Motion on the 13th day of January, 2006, at the Clearfield County Courthouse, Courtroom 1, at 10:30 am.
3. You must appear in person or by a lawyer at the time and place set forth and file written objections setting forth your reasons why the property should not be seized.
4. Your failure to appear at the hearing may result in the seizure of the property claimed by the Plaintiff before a final decision in this case.

BY THE COURT:


Judge 12/21/05

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - - C.D.

**MOTION FOR SEIZURE OF
PROPERTY**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - - C.D.

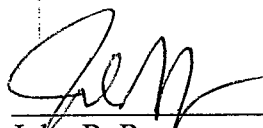
MOTION FOR SEIZURE OF PROPERTY

NOW COMES, Randall Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, move the Honorable Court as follows:

1. Plaintiff has filed a Complaint in Replevin seeking possession of a certain 1995 Ravens Dump Trailer. A true and correct copy of the Complaint is attached hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.
2. The contract referred to in the Complaint provides that upon default by the Defendant, Plaintiff shall be entitled to immediate possession of the said trailer.
3. As set forth in the Complaint, Defendant has failed and refused to make payment to Plaintiff under the express terms of the said contract.
4. Plaintiff therefore is entitled to an Order granting seizure of the said trailer and possession of the same pending final determination of the merits of the action, including Plaintiff's claim for damages.

WHEREFORE, Plaintiff moves the Honorable Court for an Order directing that the property be seized and delivered to the possession of Plaintiff.

BELIN & KUBISTA

A handwritten signature in black ink, appearing to read 'John R. Ryan', is written over a horizontal line.

John R. Ryan
Attorney for Plaintiff

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - - C.D.

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

EXHIBIT "A"

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

RANDALL WEAVER,
Plaintiff

vs.

No. 05 - - C.D.

JOHN E. PATTERSON,
Defendant

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this 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 money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - - C.D.

COMPLAINT

NOW COMES, Randall L. Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, and files his Complaint as follows:

COUNT I - REPLEVIN

1. Plaintiff is Randall L. Weaver, an adult individual residing at 32 Wintersville Road, Richland, Pennsylvania, 17807.
2. Defendant is John F. Patterson, an adult individual residing at 1049 Dorsey Avenue, P.O. Box 24, Irvona, Pennsylvania, 16656.
3. On or about December 23, 2004, Plaintiff and Defendant entered into a written contract for the sale by Plaintiff to Defendant of a 1995 Ravens Dump Trailer for the price of Twenty Eight Thousand (\$28,000.00) Dollars together with accumulated interest at the rate of 9.5%. A true and correct copy of the said contract is attached hereto, marked Exhibit "A" and is incorporated herein by reference as if set forth at length.
4. It is believed and therefore averred that the reasonable value of the trailer is Twenty-Eight Thousand (\$28,000.00) Dollars.

5. The said contract required Defendant to make monthly installment payments of Five Hundred (\$500.00) Dollars, interest and principal, until paid in full, with interest to be calculated at the rate of 9.5% per annum.
6. The contract further required that Plaintiff be granted a first lien security interest on the said trailer, which lien would be released by Plaintiff upon full payment of the purchase price by the Defendant.
7. Defendant made payments through July of 2005, but has failed and refused to make payment since that time.
8. Further, due to an error on the part of the notary who completed the paperwork for the title transfer, Plaintiff did not obtain a perfected security interest in the trailer and the title was issued to Defendant with no lien holder designated thereon.
9. Defendant, with full knowledge that the terms of the contract required Plaintiff to hold first lien, failed to protect Plaintiff's contractual right and instead subsequently used the trailer as collateral to obtain a loan, and CSB Bank was granted first lien on the trailer, which represents a breach of the contract and impairs Plaintiff's right to a security interest in the trailer.
10. Defendant has accordingly breached the terms of the contract by his failure to make timely payments thereunder, and further by using the trailer as collateral with another party listed as holding a priority security interest in the trailer.
11. Under the terms of the contract, Plaintiff has the right to immediate possession of the trailer as the result of the failure and refusal of the Defendant to cure the default in payment.

WHEREFORE, Plaintiff demands judgment in replevin in his favor and against the Defendant for:

- a. The possession and delivery of the above described trailer; or
- b. The value of the trailer, with interest and surcharges to the date of trial, in the event possession and delivery cannot be had, being in excess of Twenty Eight Thousand (\$28,000.00) Dollars; and
- c. Any and all other relief, which this Court deems appropriate.

COUNT II – BREACH OF CONTRACT

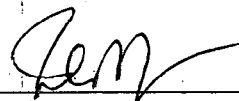
12. Paragraphs 1 through and including Paragraph 11 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.
13. Pursuant to the terms and conditions of the aforesaid Contract, Defendant has defaulted by his failure and refusal to make payments, the sum of which, including interest and surcharges, is in excess of Two Thousand Five Hundred Dollars, and increasing monthly.
14. At all times material herein, Plaintiff has conformed to and complied with the terms and conditions of the said Contract.
15. To date, Defendant owes Plaintiff an amount in excess of Two Thousand Five Hundred Dollars, together with interest and surcharges pursuant to the Contract.

WHEREFORE, Plaintiff demands judgment in his favor and against the Defendant for:

- a. Payments in arrears since July, 2005, plus interest and surcharges, the sum of which is in excess of Two Thousand Five Hundred Dollars and increasing monthly;

- b. Any and all other relief, which the Court deems appropriate.

BELIN & KUBISTA

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

John R. Ryan
Attorney for Plaintiff

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 Pa. C.S. 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Randall Weaver", written in dark ink.

Randall Weaver

AGREEMENT OF SALE FOR 1995 RAVENS TRAILER

THIS AGREEMENT, made this 23rd day of December, 2004, by and between RANDALL WEAVER, of 32 Wintersville Road, Richland, Pa 17087, and John E. Patterson, 1049 Doresy Avenue, P.O. Box 24, Irvona, PA 16656. witnesseth as follows:

WHEREAS, Seller is the owner of a 1995 Dump Trailer, bearing VIN# 1R1D34028SJ095761. and

WHEREAS, Buyer is desirous of purchasing said 1995 Ravens Trailer under the following terms and conditions:

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller shall sell to Buyer the aforesaid 1995 Ravens Dump Trailer for the purchase price of \$28,000.00 (Twenty-eight Thousand Dollars) plus accumulated interest at 9.5%.
2. Buyer agrees to make payments of \$500.00, interest and principle, until paid in full, with interest to be calculated at the rate of 9.5% per annum. If Buyer is one day late there will be a surcharge of \$30.00.
3. Buyer agrees to be solely responsible for all maintenance, repairs, insurance and liability insurance on said vehicle, and shall send written proof of insurance to seller upon the request of Seller.
4. Buyer releases the Seller from any obligations, responsibility causes of action, lawsuits and any claims whatsoever in regard to the aforesaid Ravens Dump Trailer, and futher agrees to indemnify and hold Seller harmless from any third party claims, actions, lawsuits of the like.
5. In the event of a default in payment of 25 days, Buyer shall surrender and/or Seller may obtain possession of the 1995 Ravens Trailer without notice, and Buyer waives any rights he may have under any repossession statute of the Commonwealth of Pennsylvania of the United States of America.
6. Buyer shall obtain title after all payments are made to Seller. Seller shall have first lien on title until all payments are made in full. Principle and interest are non-refundable.

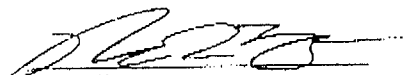
7. Buyer's first payment shall be due on January 6, 2005.
8. Seller agrees to convey title, free and clear of lien and encumbrances, at the time the Buyer's payment obligations are completed in full.
9. Buyer has read and fully understands all terms to this document.
10. This agreement of Sale shall be legally binding upon the parties hereto, their heirs, successors and assigns.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

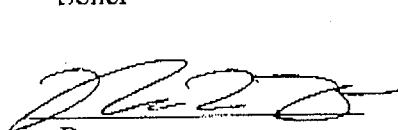
Witness:

12-23-04

Date


Seller

 (SEAL)
Randall L. Weaver


Buyer

 (SEAL)
John E. Patterson

Notarial Seal
Norman L. Brubaker, Notary Public
Jackson Twp., Lebanon County
My Commission Expires Jan. 28, 2008
Member, Pennsylvania Association Of Notaries

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

RANDALL WEAVER,	:	NO. 05 - 1974 - C.D.
Plaintiff	:	
	:	AFFIDAVIT OF SERVICE
vs.	:	
	:	Filed on Behalf of:
JOHN E. PATTERSON,	:	Plaintiff, RANDALL WEAVER
Defendant	:	
	:	Counsel of Record for
	:	This Party:
	:	
	:	JOHN R. RYAN, ESQUIRE
	:	PA I.D. #38739
	:	
	:	BELIN & KUBISTA
	:	15 North Front Street
	:	P.O. Box 1
	:	Clearfield, PA 16830
	:	(814) 765-8972

FILED ^{NO} _{cc}
01/30/06
JAN 05 2006
(LW)

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,

Plaintiff

vs.

JOHN E. PATTERSON,

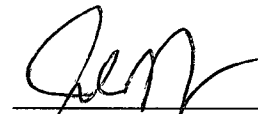
Defendant

No. 05 - 1974 - C.D.

AFFIDAVIT OF SERVICE

This is to certify that a certified copy of Motion for Seizure of Property and Notice of Hearing for Seizure of Property filed on behalf of Plaintiff in the above captioned matter were served on the Defendant, JOHN E. PATTERSON, on December 31, 2005, in the place and manner set forth in the attached Affidavit of Service executed by R. Stuart Auber, Constable.

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA

Randall Weaver
VS
John E. Patterson

*
*
*
* NO. 05-1974-CD
*
*
*
*

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF CLEARFIELD

I R. Stuart Auber, BEING FIRST DULLY SWORN AND ACCORDING TO LAW, DEPOSES AND SAYS:

1. THAT HE IS A CONSTABLE FOR THE COUNTY OF CLEARFIELD AND THE STATE OF PENNSYLVANIA, AND NOT A PARTY TO THE WITHIN ACTION.

2. THAT ON THE 31 DAY OF DEC, 1005, HE SERVED A TRU AND CORRECT COPY OF A Motion for Seizure of Property& Hearing Notice UPON John E. Patterson, AT 1049 Dorsey Ave., IN THE CITY, BORO, VILLAGE OF Irvona, TOWNSHIP OF _____, COUNTY OF Clearfield PENNSYLVANIA, BY THEN AND THERE AT THE PLACE AND TIME NOTED ABOVE, DELIVERED TO Judy Patterson(Step Mother) A TRUE AND CORRECT COPY OF THE STATED DOCUMENTS. TIME OF THIS SERVICE WAS AT 1655 HOURS.



R. STUART AUBER, CONSTABLE
CERTIFICATION B000802

CA

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

RANDALL WEAVER,

Plaintiff

VS.

JOHN E. PATTERSON,

Defendant

:
: No.05-1974-CD
:
: Type of Case:
:
: Type of Pleading:
:
: **PRELIMINARY OBJECTIONS TO MOTION**
: **FOR SEIZURE OF PROPERTY**
:
: Filed on Behalf of:
: John E. Patterson
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
:
:
:
:
:

FILED 2cc
010:07/01 My Wood
JAN 13 2006 ER

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,	:
	:
Plaintiff	: No.05-1974-CD
	:
vs.	:
	:
JOHN E. PATTERSON,	:
	:
Defendant	:
	:

PRELIMINARY OBJECTIONS TO MOTION FOR SEIZURE OF PROPERTY

NOW COMES the Defendant, JOHN E. PATTERSON, by and through his attorney, Ann B. Wood, Esquire, and sets forth Preliminary Objections in the form of exemption on the basis of custody in law as follows:

1. That Plaintiff's Complaint in Replevin sets forth as the basis for replevin the fact that Plaintiff claims Defendant is in default of payments required under contract.

2. That the Plaintiff alleges that the contract provides that upon default of the Defendant, the Plaintiff is entitled to immediate possession.

3. That the contract of the parties as put forth by the Plaintiff specifically requires the Buyer to make "payments of \$500.00, interest and principal, until paid in full with interest to be calculated at the rate of 9.5% per annum."

4. That the contract does not make any provision for when those payments are to be made.

5. That the Plaintiff, in his Complaint, alleges that the payments were to be on a monthly basis, which is not supported by the contract.

6. That the Defendant is in the lawful possession of the 1995 Ravens Trailer under the parties' contract.

7. That the Defendant has made payment pursuant to said contract.

8. That the contract does not provide a standard or time frame within which the Defendant was to make those payments.

9. That even assuming, as alleged by the Plaintiff in the Complaint, that the payments were to be \$500.00 a month at 9.5% per annum interest on a monthly basis until paid in full, the Defendant has made sufficient payments to be paid to date on that basis.

10. That to be filed concurrently herewith is a Supporting Affidavit of the Defendant alleging the payments that have been made to Plaintiff.

WHEREFORE, the Defendant is not in breach of any payment terms of the contract and, therefore, an immediate Writ of Seizure would not lie, it being for the Court to determine any specific breach of contract allegations in further proceedings.

Respectfully submitted,

BELL, SILBERBLATT & WOOD

By:

Ann B. Wood
Ann B. Wood, Esquire
Attorney For Defendant

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

RANDALL WEAVER,

Plaintiff

VS.

JOHN E. PATTERSON,

Defendant

:
: No.05-1974-CD
:
: Type of Case:
:
: Type of Pleading:
:
: **AFFIDAVIT**
:
:
: Filed on Behalf of:
: John E. Patterson
:
: Counsel of Record for this
: Party:
:
: Ann B. Wood, Esquire
:
: Supreme Court No. 23364
:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
:
: (814) 765-5537
:
:
:
:
:

FILED 2cc
01/10/07 201
JAN 13 2006
Atty Wood
(M)

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,	:
	:
Plaintiff	: No.05-1974-CD
	:
vs.	:
	:
JOHN E. PATTERSON,	:
	:
Defendant	:
	:

AFFIDAVIT

NOW COMES the Defendant, JOHN E. PATTERSON, and sets forth his affidavit of payments as follows:

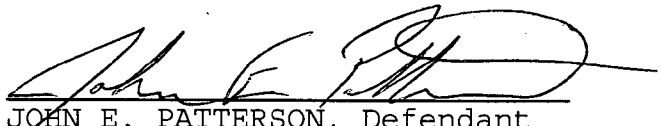
1. That the contract between the parties of December 23, 2004 does not provide any specific requirement as to when payments are due under the contract.

2. That the Defendant has made payments to the Plaintiff in the amount of \$7,330.00 under the contract, as is evidenced by duplicate copies of checks issued by the Defendant which are attached hereto as Exhibit "A".

3. That, even assuming that the Plaintiff is found to be correct that the contract required monthly payments of \$500.00 per month with interest at 9.5% per annum, the Defendant is, in fact, paid ahead on payments which would be due pursuant to Plaintiff's alleged schedule.

4. That, based on the Plaintiff's allegations, the Defendant has prepared an Amortization Schedule showing that based on monthly payments the Plaintiff should have received by December 23, 2005, presuming payments on a monthly basis were due monthly from the date of the contract, Defendant should have paid the Plaintiff payments totaling the amount of \$6,000.00, as evidenced by the Amortization Schedule, a copy of which is attached hereto as Exhibit "B".

WHEREFORE, Defendant avers that he has, in fact, made payments under the contract and, even assuming the Plaintiff is found to be correct on the payment schedule, Defendant is paid in full to date and paid ahead, as well.


JOHN E. PATTERSON, Defendant

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD

:

Before me, the undersigned officer, personally appeared JOHN E. PATTERSON, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Affidavit are true and correct to the best of his knowledge, information and belief.


JOHN E. PATTERSON

SWORN and SUBSCRIBED before me
this 13th day of January,

2006.



NOTARIAL SEAL
NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires, May 4, 2006

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1004

01/06/05

60-1676-313

Randall Weaver
five hundred dollars and

500.00



COALPORT OFFICE - COALPORT, PA 16827

Jan. 20 1/2 Truck payment.

⑈001004⑈ ⑆031316763⑆ 20 0787 1⑈

NOT NEGOTIABLE

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1021

60-1676-313

2/7/05

Randall Weaver
One thousand thirty dollars and

1030.00



COALPORT OFFICE - COALPORT, PA 16827

⑈001021⑈ ⑆031316763⑆ 20 0787 1⑈

NOT NEGOTIABLE

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1023

60-1676-313

2/21/05

Randall Weaver
five hundred thirty dollars and

530.00



COALPORT OFFICE - COALPORT, PA 16827

Truck payment

⑈001023⑈ ⑆031316763⑆ 20 0787 1⑈

NOT NEGOTIABLE

EXHIBIT "A"

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1030

60-1676-313

3/16/05

Randall Weaver
five hundred thirty dollars and

530.⁰⁰



COALPORT OFFICE • COALPORT, PA 16627

TRL. Payment

NOT NEGOTIABLE

⑈001030⑈ ⑆031316763⑆ 20 0787 ⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1035

60-1676-313

4/4/05

Randall Weaver
five hundred thirty and

530.⁰⁰



COALPORT OFFICE • COALPORT, PA 16627

TRL. Payment

NOT NEGOTIABLE

⑈001035⑈ ⑆031316763⑆ 20 0787 ⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1038

60-1676-313

4/18/05

Randall Weaver
five hundred thirty and

530.⁰⁰



COALPORT OFFICE • COALPORT, PA 16627

TRL. Payment

NOT NEGOTIABLE

⑈001038⑈ ⑆031316763⑆ 20 0787 ⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1046

Randall Weaver
five hundred thirty and _____ *00/100*

5/04/05

60-1676-313

530.00



COALPORT OFFICE • COALPORT, PA 16827

⑈001046⑈ ⑆031316763⑆ 20 0787 1⑈

NOT NEGOTIABLE

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1055

Randall Weaver
five hundred thirty and _____ *00/100*

5/23/05

60-1676-313

530.00



COALPORT OFFICE • COALPORT, PA 16827

TTL Payment!

⑈001055⑈ ⑆031316763⑆ 20 0787 1⑈

NOT NEGOTIABLE

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1064

Randall Weaver
five hundred thirty and _____ *00/100*

6/6/05

60-1676-313

530.00



COALPORT OFFICE • COALPORT, PA 16827

TTL. Pmt.

⑈001064⑈ ⑆031316763⑆ 20 0787 1⑈

NOT NEGOTIABLE

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1094

60-1676-313

Randall Weaver
five hundred thirty and



COALPORT OFFICE • COALPORT, PA 16827

530.00

NOT NEGOTIABLE

⑈001091⑈ ⑆031316763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1095

60-1676-313

Randall Weaver
five hundred thirty and



COALPORT OFFICE • COALPORT, PA 16827

7/21/05

530.00

TRK

NOT NEGOTIABLE

⑈001095⑈ ⑆031316763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1100

60-1676-313

Randall Weaver
five hundred thirty and



COALPORT OFFICE • COALPORT, PA 16827

8/5/05

530.00

NOT NEGOTIABLE

⑈001100⑈ ⑆031316763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 872-5733

1104

80-1876-313

JP
8/13/05

Ronald W. Wender
five hundred and

500.00

60/100



COALPORT OFFICE • COALPORT, PA 16827

TR

⑈001104⑈ ⑆031316763⑆ 20 0787 1⑈

John E. Patterson
NOT NEGOTIABLE

Loan Amortization Schedule

Loan Amortized at 9 1/2%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
Opening Balance					28,000.00
1/23/2005	1	500.00	278.33	221.67	27,721.67
2/23/2005	2	500.00	280.54	219.46	27,441.13
3/23/2005	3	500.00	282.76	217.24	27,158.37
4/23/2005	4	500.00	285.00	215.00	26,873.37
5/23/2005	5	500.00	287.25	212.75	26,586.12
6/23/2005	6	500.00	289.53	210.47	26,296.59
7/23/2005	7	500.00	291.82	208.18	26,004.77
8/23/2005	8	500.00	294.13	205.87	25,710.64
9/23/2005	9	500.00	296.46	203.54	25,414.18
10/23/2005	10	500.00	298.80	201.20	25,115.38
11/23/2005	11	500.00	301.17	198.83	24,814.21
12/23/2005	12	500.00	303.55	196.45	24,510.66
1/23/2006	13	500.00	305.96	194.04	24,204.70
2/23/2006	14	500.00	308.38	191.62	23,896.32
3/23/2006	15	500.00	310.82	189.18	23,585.50
4/23/2006	16	500.00	313.28	186.72	23,272.22
5/23/2006	17	500.00	315.76	184.24	22,956.46
6/23/2006	18	500.00	318.26	181.74	22,638.20
7/23/2006	19	500.00	320.78	179.22	22,317.42
8/23/2006	20	500.00	323.32	176.68	21,994.10
9/23/2006	21	500.00	325.88	174.12	21,668.22
10/23/2006	22	500.00	328.46	171.54	21,339.76
11/23/2006	23	500.00	331.06	168.94	21,008.70
12/23/2006	24	500.00	333.68	166.32	20,675.02
1/23/2007	25	500.00	336.32	163.68	20,338.70
2/23/2007	26	500.00	338.99	161.01	19,999.71
3/23/2007	27	500.00	341.67	158.33	19,658.04
4/23/2007	28	500.00	344.37	155.63	19,313.67
5/23/2007	29	500.00	347.10	152.90	18,966.57
6/23/2007	30	500.00	349.85	150.15	18,616.72
7/23/2007	31	500.00	352.62	147.38	18,264.10
8/23/2007	32	500.00	355.41	144.59	17,908.69
9/23/2007	33	500.00	358.22	141.78	17,550.47
10/23/2007	34	500.00	361.06	138.94	17,189.41
11/23/2007	35	500.00	363.92	136.08	16,825.49
12/23/2007	36	500.00	366.80	133.20	16,458.69
1/23/2008	37	500.00	369.70	130.30	16,088.99
2/23/2008	38	500.00	372.63	127.37	15,716.36
3/23/2008	39	500.00	375.58	124.42	15,340.78
4/23/2008	40	500.00	378.55	121.45	14,962.23
5/23/2008	41	500.00	381.55	118.45	14,580.68
6/23/2008	42	500.00	384.57	115.43	14,196.11
7/23/2008	43	500.00	387.61	112.39	13,808.50
8/23/2008	44	500.00	390.68	109.32	13,417.82
9/23/2008	45	500.00	393.78	106.22	13,024.04
10/23/2008	46	500.00	396.89	103.11	12,627.15
11/23/2008	47	500.00	400.04	99.96	12,227.11
12/23/2008	48	500.00	403.20	96.80	11,823.91
1/23/2009	49	500.00	406.39	93.61	11,417.52
2/23/2009	50	500.00	409.61	90.39	11,007.91
3/23/2009	51	500.00	412.85	87.15	10,595.06
4/23/2009	52	500.00	416.12	83.88	10,178.94
5/23/2009	53	500.00	419.42	80.58	9,759.52
6/23/2009	54	500.00	422.74	77.26	9,336.78
7/23/2009	55	500.00	426.08	73.92	8,910.70
8/23/2009	56	500.00	429.46	70.54	8,481.24
9/23/2009	57	500.00	432.86	67.14	8,048.38
10/23/2009	58	500.00	436.28	63.72	7,612.10
11/23/2009	59	500.00	439.74	60.26	7,172.36
12/23/2009	60	500.00	443.22	56.78	6,729.14

EXHIBIT "B"

Loan Amortization Schedule
Loan Amortized at 9 1/2%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
1/23/2010	61	500.00	446.73	53.27	6,282.41
2/23/2010	62	500.00	450.26	49.74	5,832.15
3/23/2010	63	500.00	453.83	46.17	5,378.32
4/23/2010	64	500.00	457.42	42.58	4,920.90
5/23/2010	65	500.00	461.04	38.96	4,459.86
6/23/2010	66	500.00	464.69	35.31	3,995.17
7/23/2010	67	500.00	468.37	31.63	3,526.80
8/23/2010	68	500.00	472.08	27.92	3,054.72
9/23/2010	69	500.00	475.82	24.18	2,578.90
10/23/2010	70	500.00	479.58	20.42	2,099.32
11/23/2010	71	500.00	483.38	16.62	1,615.94
12/23/2010	72	500.00	487.21	12.79	1,128.73
1/23/2011	73	500.00	491.06	8.94	637.67
2/23/2011	74	642.72	637.67	5.05	0.00
GRAND TOTAL		37,142.72	28,000.00	9,142.72	0.00

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

FILED rec'd
01/10/30/06 Ryan
JAN 17 2006 Wood

RANDALL WEAVER

:

-VS-

:

No. 05-1974-CD

JOHN E. PATTERSON

:

William A. Shaw
Prothonotary/Clerk of Courts

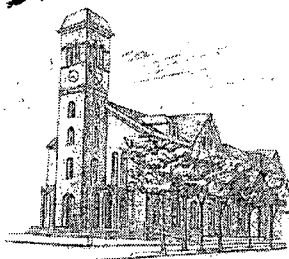
O R D E R

NOW, this 13th day of January, 2006, this being the date set for hearing on the Plaintiff's Motion for seizure and Preliminary Objections thereto filed on behalf of the Defendant; counsel for the parties being in agreement that further investigation needs to be made relative the certain payments made by the Defendant to the Plaintiff; as such, upon agreement of counsel, it is the ORDER of this Court that the Motion for Seizure of Property be and is hereby withdrawn, without prejudice. The Court will not issue any Order relative the Preliminary Objections, which are now moot. Counsel for the Defendant shall have no more than ten (10) days from this date in which to submit proof of insurance to counsel for the Plaintiff. Lastly, the Defendant shall file a responsive pleading to the Complaint within no more than thirty (30) days from the date of this Order.

BY THE COURT,



President Judge



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: 11/7/06

 You are responsible for serving all appropriate parties.

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

 X Plaintiff(s)/Attorney(s)

 X Defendant(s)/Attorney(s)

 Other

 Special Instructions:

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

RANDALL WEAVER,

Plaintiff

VS.

JOHN E. PATTERSON,

Defendant

No.05-1974-CD

Type of Case:

Type of Pleading:

**ANSWER AND NEW MATTER TO
COMPLAINT**

Filed on Behalf of:

John E. Patterson

Counsel of Record for this
Party:

Ann B. Wood, Esquire

Supreme Court No. 23364

Bell, Silberblatt & Wood

318 East Locust Street

P.O. Box 670

Clearfield, PA 16830

(814) 765-5537

FILED *icc*
01/11/24/01
FEB 10 2006 *Any wood*
LM
William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,

Plaintiff

vs.

JOHN E. PATTERSON,

Defendant

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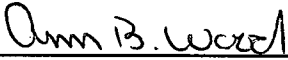
No.05-1974-CD

NOTICE TO PLEAD

TO: RANDALL WEAVER, PLAINTIFF,

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

BELL, SILBERBLATT & WOOD
BY:



Ann B. Wood, Esquire
Attorney for Defendant

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

RANDALL WEAVER,

Plaintiff

vs.

JOHN E. PATTERSON,

Defendant

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No.05-1974-CD

ANSWER AND NEW MATTER TO COMPLAINT

AND NOW COMES the Defendant, JOHN E. PATTERSON, by his attorney,
Ann B. Wood, Esquire, and sets forth his Answer to the Complaint as follows:

COUNT I - REPLEVIN

1. Paragraph 1 of the Complaint is admitted.
2. Paragraph 2 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant is John E. Patterson and that John F. Patterson is the Defendant's father.
3. Paragraph 3 of the Complaint is admitted.

4. Paragraph 4 of the Complaint is denied as stated and on the contrary, it is averred that, although the contract terms sets a selling price at Twenty-Eight Thousand (\$28,000.00) Dollars, the Defendant, upon taking possession of trailer, had to make repairs in order to use the trailer for normal purposes.

5. Paragraph 5 of the Complaint is denied as stated and the contrary, it is averred that the contract does not identify any monthly installment payments.

6. Paragraph 6 of the Complaint is denied and on the contrary, it is averred that the contract is contradictory within its terms providing that the Plaintiff would have a first lien, but also providing that the Plaintiff would continue to hold title till payment in full.

7. Paragraph 7 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant made payments through August 13, 2005.

8. Paragraph 8 of the Complaint being within the particular knowledge of the Plaintiff, the Defendant, after reasonable investigation is unable to determine the truth hereof and strict proof is demanded at trial.

9. Paragraph 9 of the Complaint is denied as stated and on the contrary, it is averred that, after Plaintiff turned over the title to the Defendant, which, pursuant to the contract terms would not occur until payment had been made in full, Defendant then used the trailer as collateral for a CSB Bank loan.

10. Paragraph 10 of the Complaint is denied as stated and on the contrary , it is averred that the Defendant did not breach the contract for failure to make timely payments, as the Defendant has, in fact, made timely payments. It is further averred that the Defendant did not create a security interest in a third party until after the title was released to him by the Plaintiff.

11. Paragraph 11 of the Complaint is denied as stated and on the contrary, it is averred that there has been no default of the contract and, therefore, Plaintiff is not entitled to possession of the trailer.

WHEREFORE, the Defendant requests the Honorable Court to deny the Plaintiff judgment in replevin.

COUNT II - BREACH OF CONTRACT

12. The Answers to Paragraph 1 through 11 of the Defendant's Answers are incorporated herein by reference as though set forth in full.

13. Paragraph 13 of the Complaint is denied and on the contrary, it is averred that the Defendant has not defaulted in making payments and has not failed and refused to make payments, but is, in fact, paid current under the existing contract.

14. Paragraph 14 of the Complaint is denied as stated and on the contrary, it is averred that the Plaintiff, having drafted a contradictory contract, is not in conformity with and is unable to remain in conformity to the terms of the contract.

15. Paragraph 15 of the Complaint is denied as stated and on the contrary, it is averred that the Defendant does not currently owe the Plaintiff any sum nor any interest or surcharge under the contract.

WHEREFORE, the Defendant requests the Honorable Court to deny Plaintiff judgment in his favor and against the Defendant.

NEW MATTER

NOW COMES the Defendant, JOHN E. PATTERSON, by his attorney, Ann B. Wood, Esquire, and sets forth his New Matter as follows:

16. The Answers to Paragraph 1 through 15 of the Defendant's Answers are incorporated herein by reference as though set forth in full.

17. It is believed and averred that the reasonable value of the trailer is less than Twenty-Eight Thousand (\$28,000.00) Dollars, as the trailer did not pass the initial inspection in the possession of the Defendant.

18. That the Seller had to arrange with a garage of his choosing to obtain an approved inspection of the trailer.

19. That the trailer, as turned over to the Defendant, was in need of significant repairs and refurbishing prior to being used for normal purposes.

20. That the contract required the Defendant to make payments of Five Hundred (\$500.00) Dollars, interest and principal, until paid in full with

interest to be calculated at 9.5% per annum, but the contract failed to include any specific information on the payment due dates and/or frequency of payments.

21. That the contract in Paragraph 6 provided the Seller would not turn over title to the Buyer until all payments were made.

22. That the contract in Paragraph 6 provides that the Seller would have a first lien on the title until all payments were made.

23. That the provisions in Paragraph 6 of the contract are contradictory as set forth in the instrument.

24. That the Defendant has made payments through August 13, 2005.

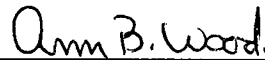
25. That the Defendant has made payments to the Plaintiff in the amount of Seven Thousand Three Hundred Thirty (\$7,330.00) Dollars by check.

26. That the Defendant has made additional payments in cash to the Plaintiff pursuant to the contract.

27. That the contract having failed to specify any regular payment time frame or dates, does not allow for the calculation of when a surcharge for late payment may be determined.

WHEREFORE, the Defendant respectfully request the Honorable Court to deny Plaintiff's claim for replevin and breach of contract and enter judgment in favor of the Defendant.

BELL, SILBERBLATT & WOOD
BY:



Ann B. Wood, Esquire
Attorney for Defendant,
John E. Patterson

VERIFICATION

I, JOHN E. PATTERSON, state that the within statements in the foregoing ANSWER AND NEW MATTER TO COMPLAINT are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.


JOHN E. PATTERSON, Defendant

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

RANDALL WEAVER,

Plaintiff

vs.

JOHN E. PATTERSON,

Defendant

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No.05-1974-CD

CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of ANSWER AND NEW MATTER
TO COMPLAINT with reference to the above captioned matter has been served
upon the attorney for Plaintiff by mailing a true and correct copy of same to by
United States First Class Mail, postage prepaid, addressed as follows on _____
February 10, 2006 :

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood.
Ann B. Wood, Esquire
Attorney for Defendant

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

REPLY TO NEW MATTER

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
01/10:44
FEB 24 2006

3CC
Atty Ryan
(LM)

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

REPLY TO NEW MATTER

NOW COMES, Randall Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, files his Reply to the New Matter of Defendant as follows:

16. Paragraphs 1 through and including Paragraph 15 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.
17. Denied. The reasonable value of the said trailer is as established by the terms of the contract. If the present value is less, it is not relevant to the obligations of the Defendant to the Plaintiff under the terms of the contract. Further, Defendant's allegations as to inspections are not relevant in that the contract makes no warranty as to the condition of the trailer.
18. Denied for the reasons set forth at Paragraph 17 above.
19. Denied for the reasons set forth at Paragraph 17 above.
20. It is admitted that the contract contains no terms as to payment dates. However, the parties established those terms by the course of conduct wherein Defendant made monthly payments for a period of time, and included the contractual surcharge where payments were not timely made. Defendant is therefore

estopped from claiming that he had no obligation to make regular monthly payments in the amount set forth in the contract.

21. Admitted.
22. Admitted.
23. Denied in that the understanding of the parties based upon the language of the contract was that title was to be transferred at the time of execution of the contract, but that Plaintiff would retain a security interest or lien on the trailer which would not be released until all payments were made.
24. It is admitted that Defendant made payments as alleged in the Complaint.
25. It is admitted that Defendant has made payments in the total amount of \$7,860.00 by check and by cash.
26. It is admitted that Defendant has made one payment of \$530.00 in cash, which was paid after Defendant's check number 1091 in that amount was returned for insufficient funds.
27. Denied in that Defendant regularly paid the surcharge amount where his monthly payments were late, as evidenced by the checks received by Plaintiff.


WHEREFORE, Plaintiff requests that judgment be entered in his favor and against the Defendant as set forth in his Complaint.

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

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


Randall Weaver

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED *no cc*
012:50/61
FEB 24 2008 *lm*

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Reply to New Matter filed on behalf of Plaintiff, RANDALL WEAVER, in the above captioned matter on the following party by postage prepaid first-class United States mail, on the 24th day of January, 2006:

Ann B. Wood, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830
Attorney for Defendant

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101100
NO: 05-1974-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: RANDALL WEAVER
vs.
DEFENDANT: JOHN E. PATTERSON

SHERIFF RETURN

NOW, January 06, 2006 AT 11:37 AM SERVED THE WITHIN COMPLAINT ON JOHN E. PATTERSON DEFENDANT AT 1049 DORSEY AVE., PO BOX 24, IRVONA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JUDY PATTERSON, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
05:57 PM
MAR 07 2006
JF

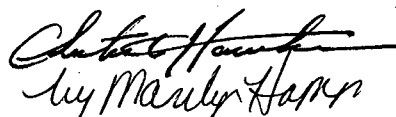
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BELIN	20051	10.00
SHERIFF HAWKINS	BELIN	20051	42.40

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by Marilyn Harris
Chester A. Hawkins
Sheriff

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

**FIRST AMENDED
REPLY TO NEW MATTER**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

0 3:06 p.m. GK
APR 04 2006

3 CC TO Atty

William A. Shaw
Prothonotary/Clerk of Courts

CR

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 – 1974 – C.D.

FIRST AMENDED REPLY TO NEW MATTER

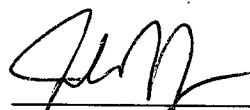
NOW COMES, Randall Weaver, Plaintiff above named, and by his Attorneys, Belin & Kubista, files his First Amended Reply to New Matter and avers as follows:

16. Paragraphs 1 through and including Paragraph 15 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.
17. Denied. The reasonable value of the said trailer is as established by the terms of the contract. If the present value is less, that fact is not relevant to the obligations of the Defendant to the Plaintiff under the terms of the contract. Further, Defendant's allegations as to inspections are not relevant in that the contract makes no warranty as to the condition of the trailer.
18. Denied for the reasons set forth at Paragraph 17 above.
19. Denied for the reasons set forth at Paragraph 17 above.
20. Admitted insofar as the contract contains no terms as to frequency of payment thereunder. However, the parties had agreed to an amortization schedule, which provided for bi-weekly payments of \$500.00 together with late fees. Defendant commenced making payment to Plaintiff in January of 2005 pursuant to that schedule. A true and correct copy of the said amortization schedule is attached

hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.


21. Admitted.
22. Admitted.
23. Denied in that the understanding of the parties based upon the language of the contract was that title was to be transferred to Defendant at the time of the execution of the contract, and that Plaintiff would be granted a security interest or lien on the trailer which would be released upon full payment of all amounts due under the contract.
24. Denied. On the contrary, Defendant has made payments, including late fees, through July, 2005 pursuant to the schedule set forth at Exhibit "A".
25. Denied. Plaintiff has received payments by check totaling \$6,800.00 and one cash payment of \$530.00 for a total amount received of \$7,330.00.
26. Denied in that the Defendant has made only one (1) cash payment, in the amount of \$530.00, which was paid after Defendant's check number 1091 was returned for insufficient funds. Plaintiff denies receipt of any additional cash payments and demands strict proof thereof at time of trial.
27. Denied. As set forth above, Defendant made payments through July of 2005 based upon the amortization schedule attached hereto at Exhibit "A". Said payments were consistently late, which resulted in the Defendant paying late fees as required by the contract.

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

I verify that the statements made in this First Amended Reply to New Matter are true and correct. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.


Randall Weaver



Mortgage Wizard Plus ^{TMA}

<http://mwplus.hypermart.net>

Jon Patterson

Amortization Schedule for a Mortgage with Bi-Weekly Payments

Starting Balance: \$28,000.00 Start Date: 12/23/2004
 Annual Interest: 9.5 % Term: 2.42 Year(s)

Mortgage based on exact day factors and Bi-Weekly compounding

1702-11

	Date	Days	% Int.	Payment	Interest	Principal	Balance	Cum.Int.
OK 1004	1 01/06/2005	14	9.500	500.00	102.03	397.97	27602.03	102.03
OK 1031	2 01/20/2005	14	9.500	500.00	100.58	399.42	27202.60	202.60
1023	3 02/03/2005	14	9.500	500.00	99.12	400.88	26801.72	301.72
1030	4 02/17/2005	14	9.500	500.00	97.66	402.34	26399.39	399.39
1035	5 03/03/2005	14	9.500	500.00	96.20	403.80	25995.58	495.58
1038	6 03/17/2005	14	9.500	500.00	94.72	405.28	25590.31	590.31
1046	7 03/31/2005	14	9.500	500.00	93.25	406.75	25183.55	683.55
1055	8 04/14/2005	14	9.500	500.00	91.76	408.24	24775.32	775.32
1061	9 04/28/2005	14	9.500	500.00	90.28	409.72	24365.59	865.59
1095	10 05/12/2005	14	9.500	500.00	88.78	411.22	23954.38	954.38
1091	11 05/26/2005	14	9.500	500.00	87.29	412.71	23541.67	1041.67
1100	12 06/09/2005	14	9.500	500.00	85.78	414.22	23127.45	1127.45
1104	13 06/23/2005	14	9.500	500.00	84.27	415.73	22711.72	1211.72
	14 07/07/2005	14	9.500	500.00	82.76	417.24	22294.48	1294.48
	15 07/21/2005	14	9.500	500.00	81.24	418.76	21875.71	1375.71
	16 08/04/2005	14	9.500	500.00	79.71	420.29	21455.43	1455.43
	17 08/18/2005	14	9.500	500.00	78.18	421.82	21033.61	1533.61
	18 09/01/2005	14	9.500	500.00	76.64	423.36	20610.25	1610.25
	19 09/15/2005	14	9.500	500.00	75.10	424.90	20185.35	1685.35
	20 09/29/2005	14	9.500	500.00	73.55	426.45	19758.90	1758.90
	21 10/13/2005	14	9.500	500.00	72.00	428.00	19330.90	1830.90
	22 10/27/2005	14	9.500	500.00	70.44	429.56	18901.34	1901.34
	23 11/10/2005	14	9.500	500.00	68.87	431.13	18470.21	1970.21
	24 11/24/2005	14	9.500	500.00	67.30	432.70	18037.51	2037.51
	25 12/08/2005	14	9.500	500.00	65.73	434.27	17603.24	2103.24
	26 12/22/2005	14	9.500	500.00	64.14	435.86	17167.38	2167.38
	27 01/05/2006	14	9.500	500.00	62.56	437.44	16729.94	2229.94
	28 01/19/2006	14	9.500	500.00	60.96	439.04	16290.90	2290.90
	29 02/02/2006	14	9.500	500.00	59.36	440.64	15850.26	2350.26
	30 02/16/2006	14	9.500	500.00	57.76	442.24	15408.02	2408.02
	31 03/02/2006	14	9.500	500.00	56.14	443.86	14964.16	2464.16
	32 03/16/2006	14	9.500	500.00	54.53	445.47	14518.69	2518.69

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

APR 05 2006

013200/4 60

William A. Shaw
Prothonotary/Clerk of Courts

NO 42

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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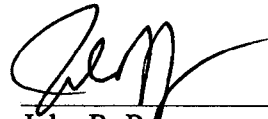
No. 05 – 1974 – C.D.

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of First Amended Reply to
New Matter filed on behalf of Plaintiff in the above captioned matter on the following party by
postage prepaid first-class United States mail, on the 5th day of April, 2006:

Ann B. Wood, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830
Attorney for Plaintiff

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1

William A. Shaw
Prothonotary/Clerk of Courts

APR 05 2006

FILED

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 - 1974 - C.D.

**PRAECIPE TO PLACE ON
ARBITRATION LIST**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED ^{GR}
01318301 3cc
JUN 08 2006 Amy Ryan
William A. Shaw
Prothonotary/Clerk of Courts
Att'y pd. 20.00

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

RANDALL WEAVER,

Plaintiff

VS.

JOHN E. PATTERSON,

Defendant

No.05-1974-CD

Type of Case:

Type of Pleading:

**PETITION TO WITHDRAW AS
COUNSEL**

Filed on Behalf of:

Ann B. Wood, Esquire, Petitioner

Counsel of Record for this
Party:

Ann B. Wood, Esquire

Supreme Court No. 23364

Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED ^{icc}
m 11:31 AM ^{Att'y}
AUG 29 2006 ^{ck}

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,	:	
	:	
Plaintiff	:	No.05-1974-CD
	:	
vs.	:	
	:	
JOHN E. PATTERSON,	:	
	:	
Defendant	:	
	:	

PETITION TO WITHDRAW AS COUNSEL

AND NOW, comes your Petitioner, **ANN B. WOOD, ESQUIRE**, and sets forth her Petition to Withdraw As Counsel for the Defendant in the above captioned matter as follows:

1. The last known address that the Petitioner has for the Defendant is 1049 Dorsey Avenue, P.O. Box 24, Irvona, PA 16656.

2. That on March 22, 2006, Petitioner was notified by Defendant's sister that he was no longer at the above address, but had relocated to Virginia.

3. That since the date of that fax, the Petitioner has attempted to communicate with the Defendant on multiple occasions by faxing letters and information to his sister's fax number provided by the Defendant and by leaving messages and numeric pages on the Defendant's cell phone.

4. That the Defendant has failed to respond to any communication or message from the Petitioner.

5. That Petitioner has attempted to leave messages for the Defendant at numbers she had for Defendant's sister, but has received no response.

6. That this matter is scheduled for a Board of Arbitration on October 10, 2006 at 1:00 P.M.


7. The Petitioner is unable to prepare a defense for this case without communication from and cooperation by the Defendant.

WHEREFORE, your Petitioner respectfully requests that your Honorable Court grant the Petitioner's request for withdrawal as counsel for the Defendant, John E. Patterson, based on the inability to locate and/or communicate with the Defendant.

Respectfully submitted,

BELL, SILBERBLATT & WOOD

By:

A handwritten signature in cursive script, reading "Ann B. Wood", is written over a horizontal line.

Ann B. Wood, Esquire
Petitioner

VERIFICATION

I, **ANN B. WOOD, ESQUIRE, Petitioner**, state that the within statements in the foregoing **PETITION TO WITHDRAW AS COUNSEL** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date Aug. 28, 2006

Ann B. Wood
ANN B. WOOD, ESQUIRE
PETITIONER

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

RANDALL WEAVER

vs.

JOHN E. PATTERSON

:
:
: No. 05-1974-CD
:
:

ORDER

NOW, this 30 day of August, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, October 10, 2006 at 1:00 P.M.** The following have been appointed as Arbitrators:

Paula M. Cherry, Esquire, Chairman

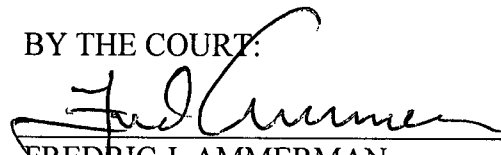
Laurance B. Seaman, Esquire

Michael S. Marshall, Esquire

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

Please report to Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

AUG 30 2006
0/9:45/6
William A. Shaw
Prothonotary/Clerk of Courts
6 CERO TO C/A

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

RANDALL WEAVER,
Plaintiff :
 : No.05-1974-CD
 :
vs. :
 :
JOHN E. PATTERSON,
Defendant :

FILED 2cc
01058761 Amy Wood
SEP 01 2006 @

William A. Shaw
Prothonotary/Clerk of Courts

RULE TO SHOW CAUSE

NOW, this 31 day of August, 2006, upon consideration of the foregoing **PETITION TO WITHDRAW AS COUNSEL**, it is the ORDER of this Court that a Rule be issued on JOHN E. PATTERSON, DEFENDANT, to show cause why the prayer of the Petitioner should not be granted.

RULE RETURNABLE the 29th day of September, 2006, for filing written response.

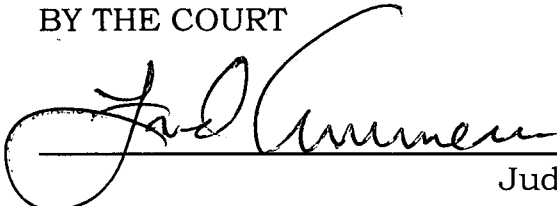
NOTICE

A Petition or Motion has been filed against you in Court. If you wish to defend against the claims set forth in the following pages, you must take action on or before September 29, 2006 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 be entered against you by the Court without further notice for relief requested by the petitioner or movant. 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 CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

BY THE COURT


Judge

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED
012142/67
SEP 27 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 – 1974 – C.D.

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Plaintiff's Pre-
Trail Statement on the following parties in the manner set forth below on the 27th day of
September, 2006:

David Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Via Hand Delivery

Ann B. Wood, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
Attorney for Defendant
Via First Class United States Mail, Postage Prepaid

Paula M. Cherry, Esquire
Gleason, Cherry & Cherry, LLP
1 North Franklin Street
P.O. Box 505
Du Bois, PA 15801
Arbitrator
Via First Class United States Mail, Postage Prepaid

Laurance B. Seaman, Esquire

Gates & Seaman

Two North Front Street

P.O. Box 846

Clearfield, PA 16830

Arbitrator

Via First Class United States Mail, Postage Prepaid

Michael S. Marshall, Esquire

Clearfield County Public Defender's Office

Clearfield County Courthouse Annex

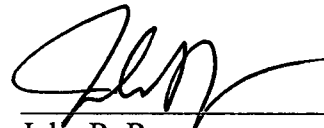
231 East Market Street

Clearfield, PA 16830

Arbitrator

Via First Class United States Mail, Postage Prepaid

BELIN, KUBISTA & RYAN

A handwritten signature in black ink, appearing to read 'John R. Ryan', is written over a horizontal line.

John R. Ryan
Attorney for Plaintiff

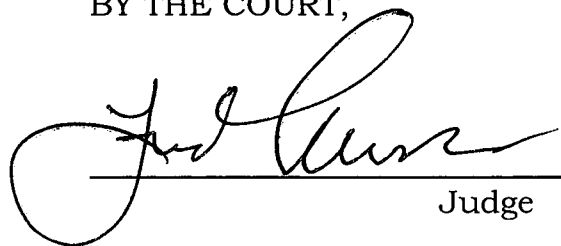
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

RANDALL WEAVER,
Plaintiff :
 : No.05-1974-CD
 :
vs. :
 :
JOHN E. PATTERSON, :
Defendant :

ORDER

AND NOW, this 4th day of October, 2006, the Court
being advised that the Respondent, John E. Patterson, has failed to file a written
response to the Petition To Withdraw As Counsel filed by Ann B. Wood, Esquire,
it is hereby the Order of this Court that Ann B. Wood, Esquire shall be released
as counsel of record in the above captioned action.

BY THE COURT,


Judge

FILED

O/p: 402m

OCT 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

ICC Attys: Wood
Ryan

ICC clerk @

1049 Dorsey Ave

PO Box 24

Irvana PA

62 10056

DATE: 10-5-2006

☐ 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

OCT 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

CA
Law Offices
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
e-mail: bswlaw@pennswoods.net
Writer's direct e-mail: annwood@pennswoods.net

RICHARD A. BELL
ANN B. WOOD

(814) 765-5537
Fax: (814) 765-9730

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-2002

OF Counsel
Daniel C. Bell

October 2, 2006

RE: Randall Weaver, Plaintiff vs.
John E. Patterson, Defendant
No.05-1974-CD

Honorable Fredric J. Am
CLEARFIELD COUNTY C
1 North Second Street
Clearfield, PA 16830

Ryan, Wood, Des.

Attention: Doris

Dear Doris:

Rule Returnable having been scheduled for September 29, 2006 for written response to my Petition To Withdraw As Counsel for the Defendant, John E. Patterson, and no response having been filed by the Mr. Patterson, enclosed please find an original and three (3) copies of an Order for signing.

I would ask that you please have the Judge sign the original and send that down for filing, along with two(2) copies which are to be certified. The third copy is for your records.

Please give me a call if you have any questions.

Very truly yours,

BELL, SILBERBLATT & WOOD
By:

Ann B. Wood

Ann B. Wood

ABW/nms
Enclosures
cc: John E. Patterson
John R. Ryan, Esquire
HAND DELIVERED

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 – 1974 – C.D.

AFFIDAVIT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED 2cc
OCT 09 2006
William A. Shaw
Prothonotary/Clerk of Courts
Att'y Ryan

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

AFFIDAVIT

I, Ann B. Wood, being former Attorney of Record for John E. Patterson, deposes and swears as follows:

1. That I was retained by John E. Patterson as counsel of record in the above captioned legal action.
2. That on or after March 22, 2006, I was advised that John E. Patterson had relocated to the State of Virginia and was instructed to communicate with John E. Patterson via fax and cell phone and was given a fax number and a cell phone number to use. I was not provided with a physical address.
3. That I provided notice to John E. Patterson that the above captioned matter had been scheduled for Hearing before a Board of Arbitrators on October 10, 2006, at 1:00 p.m., both by faxing written notices to him and by leaving messages on his cell phone.

The above information is true and correct to the best of my knowledge, information and belief.

Ann B. Wood
Ann B. Wood

Sworn to and subscribed before me

This 6th day of October, 2006.

Nancy M. Smeal
Notary Public

NOTARIAL SEAL
NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires May 25, 2010

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TRUE AND CORRECT COPY



ATTORNEY FOR

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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No. 05 – 1974 – C.D.

AFFIDAVIT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

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

OCT 09 2006

Attest.



William A. Ryan
Prothonotary/
Clerk of Courts

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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:
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No. 05 - 1974 - C.D.

AFFIDAVIT

I, Ann B. Wood, being former Attorney of Record for John E. Patterson, deposes and swears as follows:

1. That I was retained by John E. Patterson as counsel of record in the above captioned legal action.
2. That on or after March 22, 2006, I was advised that John E. Patterson had relocated to the State of Virginia and was instructed to communicate with John E. Patterson via fax and cell phone and was given a fax number and a cell phone number to use. I was not provided with a physical address.
3. That I provided notice to John E. Patterson that the above captioned matter had been scheduled for Hearing before a Board of Arbitrators on October 10, 2006, at 1:00 p.m., both by faxing written notices to him and by leaving messages on his cell phone.

The above information is true and correct to the best of my knowledge, information and belief.

Ann B. Wood
Ann B. Wood

Sworn to and subscribed before me

This 6th day of October, 2006.

Nancy M. Smeal
Notary Public

NOTARIAL SEAL
NANCY M. SMEAL, Notary Public
Graham Township, Clearfield Co., PA
My Commission Expires May 25, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Randall Weaver
vs.
John E. Patterson

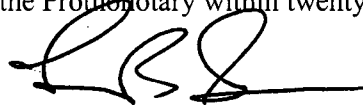
No. 2005-01974-CD

OATH OR AFFIRMATION OF ARBITRATORS

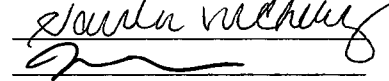
Now, this 10th day of October, 2006, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Laurance B. Seaman, Esq.

Paula M. Cherry, Esq.
Michael S. Marshall, Esq.



Chairman



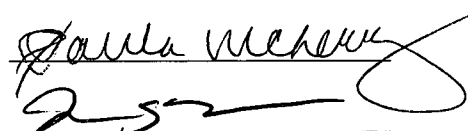
Sworn to and subscribed before me this
10th day of October, 2006.



Prothonotary

AWARD OF ARBITRATORS

Now, this 10 day of October, 2006, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: in favor of Plaintiff and against Defendant in the amount of \$22,714.48 plus costs plus interest at the legal rate of 6% from time of filing suit, 12/20/2005.

 Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 10 day of October, 2006, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary

By

FILED

OCT 10 2006

01:50 (h)

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE OF AWARD TO

ATTY RYAN + DEPT
ATTY WOOD

Randall Weaver

Vs.

John E. Patterson

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2005-01974-CD
:

NOTICE OF AWARD

TO: JOHN E. PATTERSON

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 10, 2006 and have awarded:

In favor of Plaintiff and against the Defendant in the amount of \$22,714.48 plus costs plus interest at the legal rate of 6% from time of filing suit, 12-20-2005.

William A. Shaw

Prothonotary

By 

October 10, 2006

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

CARL A. BELIN
1901-1997
AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

September 27, 2006

David Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: **Randall Weaver vs. John E. Patterson**
No. 05-1974-C.D.

Dear Dave:

With regard to the above-referenced matter, enclosed is Plaintiff's original Pre-Trial Statement. By copy of this letter, I am sending copies of the same to the Arbitrators and opposing counsel.

If you have any questions, please contact my office.

Very truly yours,

BELIN, KUBISTA & RYAN



John R. Ryan

JRR/kdm

Enclosure

cc: Paula M. Cherry, Esquire (w/enc.)
Laurance B. Seaman, Esquire (w/enc.)
Michael S. Marshall, Esquire (w/enc.)
Ann B. Wood, Esquire (w/enc.)
Randall Weaver (w/enc.)

HAND DELIVERED

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

:
:
:
:
:
:
:

No. 05 – 1974 – C.D.

PRE-TRIAL STATEMENT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

RECEIVED

SEP 27 2006

COURT ADMINISTRATOR'S
OFFICE

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

:
:
:
:
:
:
:

No. 05 – 1974 – C.D.

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

On or about December 23, 2004, the parties contracted for the sale by Plaintiff to Defendant of a 1995 Raven Dump Trailer for the amount of \$28,000.00. The parties further agreed to a payment schedule, which provided for biweekly payments of \$500.00, with provisions for late fees.

Defendant made payments pursuant to the above schedule for a period of time, commencing in January of 2005. Plaintiff to date has received payments of \$7,330.00, including late fees pursuant to the contract. Said payments continued through July of 2005, at which time Defendant ceased to make payments.

Plaintiff filed this action seeking to recover the trailer, and to recover the unpaid amount. Plaintiff has no knowledge as to the whereabouts of the trailer and has received no payment since July of 2005 on the balance owed under the contract.

Further, the terms of the contract stated that Plaintiff was to retain a priority security interest on the trailer. Due to an error by the notary, the lien was not properly preserved on the title when issued to Defendant. However, it was clear that Plaintiff was to retain a lien, and it is

believed that the Defendant subsequently used the trailer as collateral to obtain a loan, and granting that lien status to a third party.

B. CITATIONS OF LAW OR STATUTE

There are no unusual questions or issues of law involved.

C. WITNESSES


1. Randall Weaver, Plaintiff;
2. Tina Weaver, office manager for Plaintiff;
3. John Patterson (on cross examination)

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

1. Breakdown of payments received and copies of checks confirming amount of payment;
2. Copy of biweekly payment schedule;
3. Copy of contract;
4. Plaintiff reserves the right to offer additional exhibits with notice to Defendant.

Respectfully submitted,

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff



Mortgage Wizard PlusTM

<http://mwplus.hypermart.net>

Jon R. Peterson

Amortization Schedule for a Mortgage with Bi-Weekly Payments

Starting Balance: \$28,000.00
Annual Interest: 9.5 %

Start Date: 12/23/2004
Term: 2.42 Year(s)

Mortgage based on exact day factors and Bi-Weekly compounding

	Date	Days	% Int.	Payment	Interest	Principal	Balance	Cum.Int.
OK 1004	1 01/06/2005	14	9.500	500.00	102.03	397.97	27602.03	102.03
OK 1041	2 01/20/2005	14	9.500	500.00	100.58	399.42	27202.60	202.60
1023	3 02/03/2005	14	9.500	500.00	99.12	400.88	26801.70	301.73
1030	4 02/17/2005	14	9.500	500.00	97.66	402.34	26399.39	399.39
1035	5 03/03/2005	14	9.500	500.00	96.20	403.80	25995.58	495.58
1038	6 03/17/2005	14	9.500	500.00	94.72	405.28	25590.31	590.31
1040	7 03/31/2005	14	9.500	500.00	93.25	406.75	25183.58	683.55
1055	8 04/14/2005	14	9.500	500.00	91.76	408.24	24775.32	775.32
1061	9 04/28/2005	14	9.500	500.00	90.28	409.72	24365.59	865.59
1065	10 05/12/2005	14	9.500	500.00	88.78	411.22	23954.38	954.38
1091	11 05/26/2005	14	9.500	500.00	87.29	412.71	23541.67	1041.67
1100	12 06/09/2005	14	9.500	500.00	85.78	414.22	23127.45	1127.45
1104	13 06/23/2005	14	9.500	500.00	84.27	415.73	22711.72	1211.72
	14 07/07/2005	14	9.500	500.00	82.76	417.24	22294.48	1294.48
	15 07/21/2005	14	9.500	500.00	81.24	418.76	21875.71	1375.71
	16 08/04/2005	14	9.500	500.00	79.71	420.29	21455.43	1455.43
	17 08/18/2005	14	9.500	500.00	78.18	421.82	21033.61	1533.61
	18 09/01/2005	14	9.500	500.00	76.64	423.36	20610.25	1610.25
	19 09/15/2005	14	9.500	500.00	75.10	424.90	20185.35	1685.35
	20 09/29/2005	14	9.500	500.00	73.55	426.45	19758.90	1758.90
	21 10/13/2005	14	9.500	500.00	72.00	428.00	19330.90	1830.90
	22 10/27/2005	14	9.500	500.00	70.44	429.56	18901.34	1901.34
	23 11/10/2005	14	9.500	500.00	68.87	431.13	18470.21	1970.21
	24 11/24/2005	14	9.500	500.00	67.30	432.70	18037.51	2037.51
	25 12/08/2005	14	9.500	500.00	65.73	434.27	17603.24	2103.24
	26 12/22/2005	14	9.500	500.00	64.14	435.86	17167.38	2167.38
	27 01/05/2006	14	9.500	500.00	62.56	437.44	16729.94	2229.94
	28 01/19/2006	14	9.500	500.00	60.96	439.04	16290.90	2290.90
	29 02/02/2006	14	9.500	500.00	59.36	440.64	15850.26	2350.26
	30 02/16/2006	14	9.500	500.00	57.76	442.24	15408.02	2408.02
	31 03/02/2006	14	9.500	500.00	56.14	443.86	14964.16	2464.16
	32 03/16/2006	14	9.500	500.00	54.53	445.47	14518.69	2518.69

EXHIBIT

tabbles

1

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

100,4

DATE 01/06/05

60-1676-313

PAY TO THE ORDER OF Randall Weaver

\$ 500.00

Five hundred dollars and

00 DOLLARS



COALPORT OFFICE • COALPORT, PA 16627

FOR Trailer Payment

[Signature]

⑈001004⑈ ⑆031316763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1021

60-1676-313

PAY TO THE ORDER OF Randall Weaver

DATE 2/7/05

\$ 1030.00

one thousand thirty dollars and

00 DOLLARS



COALPORT OFFICE • COALPORT, PA 16627

FOR

[Signature]

⑈001021⑈ ⑆031316763⑆ 20 0787 1⑈

Cont 2+3

+ 30⁰⁰ late fee entered under ¹⁰¹⁷ ~~1017~~ John Patterson late fee

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1023

60-1676-313

Pmt # 109
late fee entered under 1017

PAY TO THE ORDER OF Randall Weaver

DATE 2/21/05

\$ 500.00

five hundred thirty dollars and

00 DOLLARS



COALPORT OFFICE • COALPORT, PA 16627

FOR TRC Payment

[Signature]

⑈001023⑈ ⑆031316763⑆ 20 0787 1⑈

Int # 5
\$ 30.00
late fee
entered under
code 1017

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

Received for 3/18/05

1030

DATE 3/16/05

60-1676-313

PAY TO THE ORDER OF Randall Weaver

\$ 530.00

five hundred thirty dollars and 00 /100 DOLLARS



COALPORT OFFICE • COALPORT, PA 16627

FOR TRK. Payment 3-3-05

John E. Patterson

⑈001030⑈ ⑆031316763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

Int # 6
\$ 30.00 late fee
entered under
code 1017

1035

DATE 4/4/05

60-1676-313

PAY TO THE ORDER OF Randall Weaver

\$ 530.00

five hundred thirty and 00 /100 DOLLARS



COALPORT OFFICE • COALPORT, PA 16627

FOR TRK. Payment 3-17

John E. Patterson

⑈001035⑈ ⑆031316763⑆ 20 0787 1⑈

Int # 7
\$ 30.00 late fee
entered under
code 1017

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1038

DATE 4/18/05

60-1676-313

PAY TO THE ORDER OF Randall Weaver

\$ 530.00

five hundred thirty and 00 /100 DOLLARS



COALPORT OFFICE • COALPORT, PA 16627

FOR TRK. Payment 3-31

John E. Patterson

⑈001038⑈ ⑆031316763⑆ 20 0787 1⑈

1046
1046 DORSEY AVE
IRVONA, PA 16656
(814) 672-5733
DATE 5/04/05
60-1676-313
PAY TO THE ORDER OF Randall Weaver
\$ 530.00
five hundred thirty and 00/100 DOLLARS
CSB BANK
COALPORT OFFICE • COALPORT, PA 15827
OR
⑈001046⑈ ⑆031316763⑆ 20 0787 1⑈

1055
1049 DORSEY AVE
IRVONA, PA 16656
(814) 672-5733
DATE 5/23/05
60-1676-313
PAY TO THE ORDER OF Randall Weaver
\$ 530.00
five hundred thirty and 00/100 DOLLARS
CSB BANK
COALPORT OFFICE • COALPORT, PA 15827
OR
⑈001055⑈ ⑆031316763⑆ 20 0787 1⑈

1064
1049 DORSEY AVE
IRVONA, PA 16656
(814) 672-5733
DATE 6/6/05
60-1676-313
PAY TO THE ORDER OF Randall Weaver
\$ 530.00
five hundred thirty and 00/100 DOLLARS
CSB BANK
COALPORT OFFICE • COALPORT, PA 15827
OR
⑈001064⑈ ⑆031316763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

Print 12

30 ⁰⁰ plate fee
DATE 7/21/05

Code 10171095

60-1676-313

BY THE ORDER OF

Randall Wenger
five hundred thirty and

\$ 530.00

100 DOLLARS



COALPORT OFFICE • COALPORT, PA 15627

FOR

⑈001095⑈ ⑈031316763⑈

20 0787 ⑈

[Signature]

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

Print # 11

30 ⁰⁰ plate fee
DATE

1091

60-1676-313

PAY TO THE ORDER OF

Randall Wenger
five hundred thirty and

\$ 530.00

100 DOLLARS



COALPORT OFFICE • COALPORT, PA 15627

FOR

⑈001091⑈ ⑈031316763⑈

20 0787 ⑈

[Signature]

Paid cash for check 1091 Bad check

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1091

60-1676-313

E OF

Randall Wenger
five hundred thirty and

CSB BANK
CURLERSVILLE, PA 16839

REASON FOR RETURN FOR REASON INDICATED BELOW

\$ 530.00

01 INSUFFICIENT FUNDS

02 PAYMENT STOPPED

03 NOT CASH

04 SIGNATURE

05 ENDORSEMENT

06 ACCOUNT

07 UNCORRECTED FUNDS

100 DOLLARS



COALPORT OFFICE • COALPORT, PA 15627

FOR

⑈001091⑈ ⑈031316763⑈

20 0787 ⑈

[Signature]

⑈0000053000⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

Pmt #13

date 10/17 1100

30⁰⁰ late fee

DATE

8/6/05

60-1676-313

AY
3 THE
ORDER OF

Randall Weaver

\$ 530.⁰⁰

500 DOLLARS

Security Features
Included.
Details on back.



COALPORT OFFICE • COALPORT, PA 16827

OR

TH

⑈001100⑈ ⑆031318763⑆ 20 0787 1⑈

JOHN E. PATTERSON TRUCKING

1049 DORSEY AVE.
IRVONA, PA 16656
(814) 672-5733

1104

DATE

8/13/05

60-1676-313

PAY
TO THE
ORDER OF

Randall Weaver

\$ 500.⁰⁰

500 DOLLARS

Security Features
Included.
Details on back.



COALPORT OFFICE • COALPORT, PA 16827

FOR

TH

⑈001104⑈ ⑆031318763⑆ 20 0787 1⑈

Mortgage Wizard Plus™

<http://mwplus.hypermart.net>

Jon Patterson

Amortization Schedule for a Mortgage with Bi-Weekly Payments

Starting Balance: \$28,000.00
Annual Interest: 9.5 %

Start Date: 12/23/2004
Term: 2.42 Year(s)

Mortgage based on exact day factors and Bi-Weekly compounding

	Date	Days	% Int.	Payment	Interest	Principal	Balance	Cum.Int.
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4	02/17/2005	14	9.500	500.00	97.66	402.34	26399.36	399.39
5	03/03/2005	14	9.500	500.00	96.20	403.80	25995.56	495.58
6	03/17/2005	14	9.500	500.00	94.72	405.28	25590.31	590.31
7	03/31/2005	14	9.500	500.00	93.25	406.75	25183.56	683.55
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15	07/21/2005	14	9.500	500.00	81.24	418.76	21875.71	1375.71
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17	08/18/2005	14	9.500	500.00	78.18	421.82	21033.61	1533.61
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20	09/29/2005	14	9.500	500.00	73.55	426.45	19758.90	1758.90
21	10/13/2005	14	9.500	500.00	72.00	428.00	19330.90	1830.90
22	10/27/2005	14	9.500	500.00	70.44	429.56	18901.34	1901.34
23	11/10/2005	14	9.500	500.00	68.87	431.13	18470.21	1970.21
24	11/24/2005	14	9.500	500.00	67.30	432.70	18037.51	2037.51
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28	01/19/2006	14	9.500	500.00	60.98	439.04	16290.90	2290.90
29	02/02/2006	14	9.500	500.00	59.39	440.64	15850.26	2350.26
30	02/16/2006	14	9.500	500.00	57.78	442.24	15408.02	2408.02
31	03/02/2006	14	9.500	500.00	56.14	443.86	14964.16	2464.16
32	03/16/2006	14	9.500	500.00	54.53	445.47	14518.69	2518.69

EXHIBIT

tabbles

2

	Date	Days	% Int.	Payment	Interest	Principal	Balance	Cum.Int.
33	03/30/2006	14	9.500	500.00	52.90	447.10	14071.59	2571.59
34	04/13/2006	14	9.500	500.00	51.27	448.73	13622.87	2622.87
35	04/27/2006	14	9.500	500.00	49.64	450.36	13172.51	2672.51
36	05/11/2006	14	9.500	500.00	48.00	452.00	12720.50	2720.50
37	05/25/2006	14	9.500	500.00	46.35	453.65	12266.86	2766.86
38	06/08/2006	14	9.500	500.00	44.70	455.30	11811.55	2811.55
39	06/22/2006	14	9.500	500.00	43.04	456.96	11354.59	2854.59
40	07/06/2006	14	9.500	500.00	41.37	458.63	10895.97	2895.97
41	07/20/2006	14	9.500	500.00	39.70	460.30	10435.67	2935.67
42	08/03/2006	14	9.500	500.00	38.03	461.97	9973.70	2973.70
43	08/17/2006	14	9.500	500.00	36.34	463.66	9510.04	3010.04
44	08/31/2006	14	9.500	500.00	34.65	465.35	9044.69	3044.69
45	09/14/2006	14	9.500	500.00	32.96	467.04	8577.65	3077.65
46	09/28/2006	14	9.500	500.00	31.26	468.74	8108.91	3108.91
47	10/12/2006	14	9.500	500.00	29.55	470.45	7638.45	3138.45
48	10/26/2006	14	9.500	500.00	27.83	472.17	7166.29	3166.29
49	11/09/2006	14	9.500	500.00	26.11	473.89	6692.40	3192.40
50	11/23/2006	14	9.500	500.00	24.39	475.61	6216.78	3216.78
51	12/07/2006	14	9.500	500.00	22.65	477.35	5739.44	3239.44
52	12/21/2006	14	9.500	500.00	20.91	479.09	5260.35	3260.35
53	01/04/2007	14	9.500	500.00	19.17	480.83	4779.52	3279.52
54	01/18/2007	14	9.500	500.00	17.42	482.58	4296.93	3296.93
55	02/01/2007	14	9.500	500.00	15.66	484.34	3812.59	3312.59
56	02/15/2007	14	9.500	500.00	13.89	486.11	3326.48	3326.48
57	03/01/2007	14	9.500	500.00	12.12	487.88	2838.61	3338.61
58	03/15/2007	14	9.500	500.00	10.34	489.66	2348.95	3348.95
59	03/29/2007	14	9.500	500.00	8.56	491.44	1857.51	3357.51
60	04/12/2007	14	9.500	500.00	6.77	493.23	1364.28	3364.28
61	04/26/2007	14	9.500	500.00	4.97	495.03	869.25	3369.25
62	05/10/2007	14	9.500	500.00	3.17	496.83	372.42	3372.42
63	05/24/2007	14	9.500	373.77	1.36	372.41	0.00	3373.77

Notes:

AGREEMENT OF SALE FOR 1995 RAVENS TRAILER

THIS AGREEMENT, made this 23rd day of December, 2004, by and between RANDALL WEAVER, of 32 Wintersville Road, Richland, Pa 17087, and John E. Patterson, 1049 Doresy Avenue, P.O. Box 24, Irvona, PA 16656. witnesseth as follows:

WHEREAS, Seller is the owner of a 1995 Dump Trailer, bearing VIN# 1R1D34028SJ095761. and

WHEREAS, Buyer is desirous of purchasing said 1995 Ravens Trailer under the following terms and conditions:

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Seller shall sell to Buyer the aforesaid 1995 Ravens Dump Trailer for the purchase price of \$28,000.00 (Twenty-eight Thousand Dollars) plus accumulated interest at 9.5%.
2. Buyer agrees to make payments of \$500.00, interest and principle, until paid in full, with interest to be calculated at the rate of 9.5% per annum. If Buyer is one day late there will be a surcharge of \$30.00.
3. Buyer agrees to be solely responsible for all maintenance, repairs, insurance and liability insurance on said vehicle, and shall send written proof of insurance to seller upon the request of Seller.
4. Buyer releases the Seller from any obligations, responsibility causes of action, lawsuits and any claims whatsoever in regard to the aforesaid Ravens Dump Trailer, and futher agrees to indemnify and hold Seller harmless from any third party claims, actions, lawsuits of the like.
5. In the event of a default in payment of 25 days, Buyer shall surrender and/or Seller may obtain possession of the 1995 Ravens Trailer without notice, and Buyer waives any rights he may have under any repossession statute of the Commonwealth of Pennsylvania of the United States of America.
6. Buyer shall obtain title after all payments are made to Seller. Seller shall have first lien on title until all payments are made in full. Principle and interest are non-refundable.

EXHIBIT

3

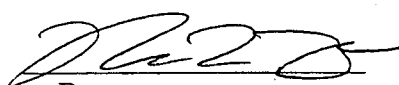
7. Buyer's first payment shall be due on January 6, 2005.
8. Seller agrees to convey title, free and clear of lein and encumbrances, at the time the Buyer's payment obligations are completed in full.
9. Buyer has read and fully understands all terms to this document.
10. This agreement of Sale shall be legally binding upon the parties hereto, their heirs, successors and assigns.

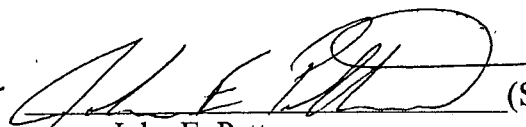
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witness: 12-23-04
Date


Seller

 (SEAL)
Randall L. Weaver


Buyer

 (SEAL)
John E. Patterson

Notarial Seal
Norman L. Brubaker, Notary Public
Jackson Twp., Lebanon County
My Commission Expires Jan. 28, 2006
Member, Pennsylvania Association Of Notaries

FILED *2cc*
0/11:30 AM
OCT 18 2006 *Any word*
copy to CIA
 William A. Shaw
 Notary Public/Commissioner of Courts

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

RANDALL WEAVER,	:	
Plaintiff	:	No.05-1974-CD
	:	
vs.	:	
	:	
JOHN E. PATTERSON,	:	
Defendant	:	

PRAECIPE TO WITHDRAW AS COUNSEL

To: William A. Shaw, Prothonotary,

Please withdraw my Appearance as Counsel for Defendant, JOHN E.
PATTERSON, in the above captioned matter.

BELL, SILBERBLATT & WOOD
BY:

Dated: Oct. 17, 2006.

Ann B. Wood
Ann B. Wood, Esquire

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

RANDALL WEAVER,	:	
	:	
Plaintiff	:	No.05-1974-CD
	:	
vs.	:	
	:	
JOHN E. PATTERSON,	:	
	:	
Defendant	:	
	:	

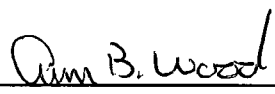
CERTIFICATE OF SERVICE

I hereby certify that Certified Copy of PRAECIPE TO WITHDRAW AS COUNSEL with reference to the above captioned matter has been served upon the attorney for Plaintiff and the Defendant by mailing a true and correct copy of same to by United States First Class Mail, postage prepaid, addressed as follows on October 18, 2006:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

John E. Patterson
1049 Dorsey Avenue
P.O. Box 24
Irvona, PA 16656

BELL, SILBERBLATT & WOOD
By:



Ann B. Wood, Esquire

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

No. 05 – 1974 – C.D.

**PRAECIPE FOR ENTRY OF
JUDGMENT**

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

NOV 13 2006

0/3:00/W
William A. Shaw
Prothonotary/Clerk of Courts

1 SENT TO ATT

NOTICE TO
DEFENDANT

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

RANDALL WEAVER,
Plaintiff

vs.

JOHN E. PATTERSON,
Defendant

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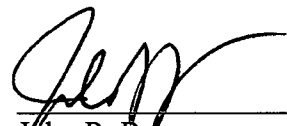
No. 05 – 1974 – C.D.

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff, Randall Weaver, and against Defendant, John E. Patterson, in accordance with the Notice of Award of Arbitrators dated October 10, 2006.

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

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

RANDALL WEAVER,
Plaintiff

vs.

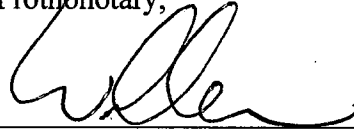
JOHN E. PATTERSON,
Defendant

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No. 05 – 1974 – C.D.

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$22,714.48 plus interest, attorney's fees and costs on
Nov. 13, 2006.

Prothonotary,



William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Randall Weaver
Plaintiff(s)

No.: 2005-01974-CD

Real Debt: \$22,714.48

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John E. Patterson
Defendant(s)

Entry: \$20.00

Instrument: Arbitrators Judgment

Date of Entry: November 13, 2006

Expires: November 13, 2010

Certified from the record this November 13, 2006

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney