

06-361-CD
R&A Assoc. vs Bighorn IV Inc.

R&R Assoc vs Bighorn IV, Inc
2006-361-CD

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

R & A ASSOCIATES, INC.,
Plaintiff

vs.

BIGHORN IV, INC.,
Defendant

: No. 2006-361-CD

:
: Type of Case:
: **CIVIL**

:
: Type of Pleading:
: **COMPLAINT**

:
: Filed on Behalf of:
: **PLAINTIFF**

:
: Attorney for this party:
: **Peter F. Smith, Esquire**
: Supreme Court No. 34291
: 30 South Second Street
: P.O. Box 130
: Clearfield, PA 16830
: (814) 765-5595

FILED
MAR 08 2006
William A. Shaw
Prothonotary/Clerk of Courts
Piff pd. 85.00
1cc Shff
1cc Aug

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

R & A ASSOCIATES, INC.,	:	
Plaintiff	:	
	:	No. 2006-
	:	
vs.	:	
	:	
BIGHORN IV, INC.,	:	
Defendant	:	

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint 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 other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

R & A ASSOCIATES, INC.,	:	
Plaintiff	:	
	:	No. 2006-
vs.	:	
	:	
BIGHORN IV, INC.,	:	
Defendant	:	

COMPLAINT

COMES NOW, R & A ASSOCIATES, INC. by its attorney, Peter F. Smith, who states the following:

1. **R & A ASSOCIATES, INC.** (hereinafter R & A) is the Plaintiff. It is a Pennsylvania business corporation with mailing address at P.O. Box 57, Clearfield, Pennsylvania 16830.

2. The Defendant is **BIGHORN IV, INC.**, a Pennsylvania business corporation, with mailing address at P.O. Box 35, Houtzdale, Pennsylvania 16651.

3. By commercial lease dated June 1, 2004, and by an Amendment dated October 19, 2004, R & A leased to Bighorn IV, Inc. a portion of a commercial building which R & A owns that has an address of 9531 Clearfield-Curwensville Highway, Clearfield, PA. A true and correct copy of said lease is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

4. The lease is for an initial term of 3 years commencing on June 1, 2004. See paragraph 2 of the lease.

5. By an Amendment to the lease effective October 19, 2004, R & A revised the lease to Bighorn IV, Inc. by leasing the entire

building and increasing the rent from \$925.00 to \$1,750.00 per month. A true and correct copy of said amendment is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2.

6. Bighorn IV, Inc. did not return an executed copy of the lease amendment to R & A but did in fact proceed to occupy the entire property and to pay the increased rental amount of \$1,750.00 per month until its default in April of 2005.

7. Bighorn IV, Inc.'s conduct demonstrates its consent to the lease amendment.

8. Bighorn IV, Inc. is to pay R & A monthly rent in advance on the tenth day of each month as specified in paragraph 3 of the lease and in the amount of \$1,750.00 as specified in the Amendment.

9. Bighorn IV has breached its lease with R & A because it has failed to pay rent since April of 2005.

10. Paragraphs 4 and 5 of the lease require the tenant Bighorn IV, Inc. to maintain and repair the premises. In this regard, the Defendant incurred a bill for \$119.00 plumbing repairs to the premises with Hoyt Plumbing but has failed to pay the same which constitutes an additional breach of the lease.

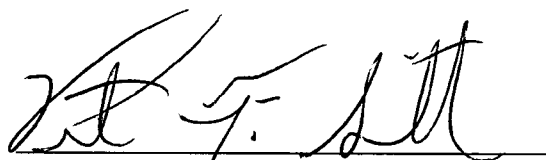
11. As a result of Bighorn IV, Inc.'s breaches, R & A has and will sustain the following damages:

A.	Delinquent rent for April 2005 through March 2006 \$1,750/mo. LESS first month's rent of \$925.00	\$20,075.00
B.	Hoyt Plumbing	<u>\$ 119.00</u>
	PRELIMINARY TOTAL	\$20,194.00

12. Demand has been made upon Bighorn IV, Inc. to fulfill its obligations under the lease but it has refused to do so.

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant in the amount of \$20,194.00 together with interest at the statutory rate and costs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith, Esquire
Attorney for Plaintiff

Dated: March 7, 2006

VERIFICATION

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

R & A ASSOCIATES, INC.

Dated: 3/6/06

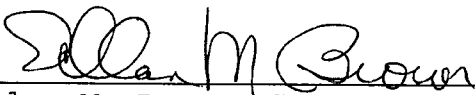
Robert E. Brown
Robert E. Brown, President

VERIFICATION

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

R & A ASSOCIATES, INC.

Dated: 3/6/06



Allan M. Brown, Secretary

AGREEMENT OF LEASE

THIS AGREEMENT made this 1st day of June, 2004, by and between R & A Associates, Inc., a Pennsylvania Corporation, with the mailing address of PO Box 57, Clearfield, PA, 16830, hereinafter referred to as LESSOR,

A
N
D

Bighorn IV, with office at PO Box 35 Houtzdale, PA 16651 hereinafter referred to as LESSEE.

WITNESSETH

1. The Lessor does herewith let and lease, upon terms and conditions hereinafter contained, the upper or second story of the building outlined on the attached sketch, marked Exhibit A, including the area in front of the building along Legislative Route 879, and located between the Borough of Clearfield and the Borough of Curwensville, Clearfield County, PA.
2. This Lease shall commence on June 1, 2004 and expire June 1, 2007 provided either party may cancel this Lease by giving the other party six (6) months written notice of intention to cancel. The Lessee may renew this lease at the end of the initial three (3) year term for an addition period of three (3) years upon following the procedure outlined below. Lessee shall exercises this option by sending to the Lessor ninety (90) or more days notice prior to the expiration of lease Lessee's intention to renew. Thereafter, the parties shall meet to agree upon, in that future writing, the increase in rental and the exact terms or renewal. In the event this agreement cannot be reached by expiration and is not further extended by writing, signed by the parties, then this basic Agreement shall be null and void.
3. The Lessee shall pay to the Lessor as rental, without demand and in advance on or before the tenth (10th) business day of each month in which this Lease is in effect, the sum of \$925.00 dollars per month. The Lessor acknowledges the receipt of the sum of \$1850.00 dollars, which represents the first and last month's rental of the first anniversary year. Lessee agrees to pay one half (1/2) of any and all increases in real estate or other taxes levied upon the premises subject to this lease. Lessee may, at its option, pay any such tax increases on the date said taxes are due or pay one twelfth (1/12) of Lessee's share of said increase with each payment of monthly rental during the twelve (12) months preceding the date on which said taxes are due. The Lessee further agrees to pay one half (1/2) of any and all increases in fire property and comprehensive insurance carried on the property. Such payment shall be due within thirty (30) days of written notice of the amount given by the Lessor to the Lessee.

4. Lessee covenants that the space leased shall be used for office space and light manufacturing, storeroom purposes, for outside storage, and for no unlawful purpose. Lessee agrees to deliver said premises at the conclusion of this Lease in as good condition as they were at the beginning of said lease, damage by the elements, ordinary wear and tear, fire, Acts of God, and damage not caused by the negligence of the Lessee, excepted.
5. It shall be the Lessee's sole obligation to adequately clean said premises. Lessor shall keep the exterior of leased building and premises and its structural portions (including heating, plumbing, electrical and mechanical equipment and apparatus) in good repair and order. This obligation shall not include damage caused by the misuse or negligence of the Lessee, its agents, servants, employees or invitees. Lessor shall pay all installments or real estate taxes and assessments against the leased premises on a current basis.
6. In the event the leased premises are damaged for any cause or taken in whole or in part through the exercise of the right of eminent domain, and in the further event that this causes the leased premises to be unsuitable for occupancy, then this Lease shall immediately cease and determine, and there shall be no obligation upon the Lessee to continue to pay rent or upon the Lessor to rebuild or repair. In the event that any casualty damage causes the leased premises to be partially untenable, then Lessor shall promptly repair such damage, and the rentals shall be abated proportionately according to the space made untenable until the premises are restored by Lessor.
7. The Lessee agrees that Lessor, its agents and other representatives, shall have the right without abatement of rent, to enter into and upon the demised premises or any part thereof, at all reasonable hours for the purpose of examining the same or for making such repairs or alterations to the demised premises or the building forming a part of the same as may be necessary for the safety and preservation thereof.
8. In the event the Lessee desires to install partitions, counters, or other fixtures, or an outside security fence, which will be attached to the real estate, then it shall first secure the written consent of the Lessor, which shall not be unreasonably withheld. Any such partitions, counters, other fixtures, fences, or other improvements made by Lessee shall be Lessee's property and Lessee shall be entitled to remove the same at the end of this Lease.
9. Lessee agrees that it will not assign or sublet the leased premises without the written consent of the Lessor first had and obtained, which shall not be unreasonably withheld.
10. Lessor covenants that Lessee shall enjoy quiet possession of the leased premises during the term of this Lease.
11. In the event Lessor fails to keep any of the covenants herein contained on its part, and in the further event Lessee gives to the Lessor thirty (30) days written notice of said default, and in the further event Lessor fails during said thirty (30) days period to rectify the said default, then the Lessee may forthwith terminate said Lease and the same shall be null and void.

12. The Lessee agrees to indemnify and save harmless the Lessor from any and all claims for damages or injury to persons or property arising from any acts or failure to act on the part of the Lessee, its employees or agents or which may result from its use and occupancy of the premises herein demised. Lessee agrees to carry fire and extensive comprehensive insurance during the term of this Lease in an amount and with a carrier to be agreed upon between the parties naming the Lessor as an insured, as its interest may appear.
13. In the event Lessee fails to keep any of the covenants herein contained, or fails to pay the rent as agreed, and in the further event Lessor gives to the Lessee thirty(30) days notice of default, and in the further event Lessee during said thirty (30) days period fails to rectify said default, then Lessee authorized Lessor to:
- A. Use any remedy reserved to the Lessor as a landlord by any law now in force or hereafter enacted within the Commonwealth of PA, including distraint of the property
 - B. To appear for the Lessee and confess judgement against it in an amicable action of ejectment for the premises leased herein, together with clause of fi. fa. for all rents called for hereunder, including attorney's commission of ten (10) percent, and for this purpose, Lessee waives the benefit of any law, or usage exempting any property for liability for rent or any other defect on the use of this power to confess judgement.
14. Hazardous substances & Environmental Laws: As used in this paragraph, (1) Environmental Law means without limitation, the Comprehensive Environmental Response, Compensation and Liability Act(CERCLA, 42 USC 9601 et seq.) and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant, or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substance defined as "hazardous material", "toxic substances", "hazardous waste", or "hazardous substance" under any environmental law.
- Lessee represents, warrants and agrees that:
- a. Except as previously disclosed and acknowledged in writing to Lessor, no Hazardous Substance will be located or stored or released on or in the leased premises. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal sue and maintenance of the Property.
 - b. Except as previous disclosed and acknowledged in writing to Lessor, Lessee will remain in full compliance with any applicable Environmental Law.
 - c. Lessee shall immediately notify Lessor if a release or threatened release of a Hazardous Substance occurs on, under or about the leased premises

or there is a violation of any Environmental Law concerning the leased premises. In such an event, Lessee shall take all necessary remedial action in accordance with any Environmental Law.

- d. Lessee shall immediately notify Lessor in writing as soon as Lessee has reason to believe there is any pending or threatened investigation, claim or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

15. Lessor agrees to cooperate with the Lessee in the selection of a site for a sign advertising Lessee's place of business upon the total premises owned by the Lessors of which the leased premises are a part. It is agreed that Lessor shall not unreasonably withhold its agreement to a location.
16. Any notices called for or required under this lease shall be determined to have been received as of the day of sending, if deposited in the US Mails, postage prepaid, to the Lessor at PO Box 57, Clearfield, PA, 16830, and to the Lessee at its current office at _____.
17. In addition, Lessee shall pay the cost of heating and electricity for the leased building.
18. Permits and Approval: Lessee shall be responsible for obtaining all occupancy permits, inspections or other licensing necessary or convenient to conduct its contemplated operation from the premises.
19. This agreement contains the entire understanding of the parties and may only be amended in writing.

IN WITNESS WHEREOF, this Lease has been properly executed on the day and date aforesaid and for the purposes contained herein.

R & A Associates, Lessor

Attest:

Robert E Brown
President

Dylan M Brown
Secretary

AIAN B Kemp, Lessee

Attest

Alan B Kemp

R & A ASSOCIATES INC.

PO BOX 57
CLEARFIELD, PA 16830
(814)765-7519

October 19, 2004

Bighorn IV
PO Box 35
Houtzdale, PA 16651

Re: Amendment A to Lease dated June 1, 2004,
Rte 879 Property

Dear Danielle

Per our discussions on the above building, this letter is Amendment A adding the lower portion (floor) of the former Erie Bearings Building to your lease dated June 1, 2004. This amendment changes the rental for the entire building to a monthly rate of \$1,750.00 and was effective October 1, 2004.

Please retain one signed copy of this amendment for your records and retain the other copy for your records.

If you have any questions please call our office.

Sincerely

R & A ASSOCIATES

Robert E. Brown

R & A Associates, Lessor

Big Horn IV, Inc. Lessee



President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

No. 2006-361-CD

TYPE OF PLEADING:
ANSWER CONTAINING NEW
MATTER

FILED ON BEHALF OF:
DEFENDANT

ATTORNEY FOR DEFENDANT:
David C. Mason, Esquire
Supreme Court ID #39180
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

ATTORNEY FOR PLAINTIFF:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED 3cc
m/10:4824
APR 07 2006
Amy Mason

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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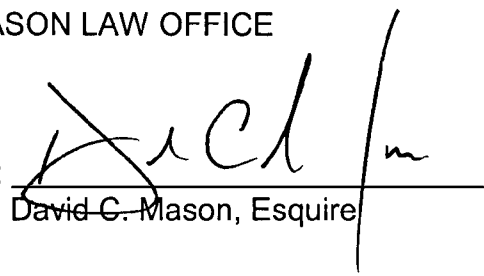
No. 2006-361-CD

NOTICE TO PLEAD

You are hereby required to plead to the within New Matter within twenty (20) days from the date of service hereof.

MASON LAW OFFICE

By:


David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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No. 2006-361-CD

**ANSWER CONTAINING NEW MATTER
TO CLAIMANT'S COMPLAINT**

AND NOW, come the Defendant, **BIG HORN IV, INC.**, by and through their attorney, David C. Mason, Esquire, who Answers the Plaintiff's Complaint, and in support thereof aver as follows:

1 & 2. ADMITTED.

3. ADMITTED IN PART AND DENIED IN PART. It is admitted that pursuant to a document dated June 1, 2004, entitled "Agreement of Lease," Defendant leased from Plaintiff a portion of the premises located on Legislative Route 879 for the purposes and upon the terms therein stated. It is admitted that Exhibit 1 to Plaintiff's Complaint is a true and correct copy of the lease. It is denied that the lease was amended and strict proof thereof is demanded at the time of trial.

4. ADMITTED.

5. **DENIED.** As previously stated, Plaintiff's assertion of an amendment of the lease is denied. It is further denied that Plaintiff's Exhibit 2 was ever presented to Defendant, and denied that Plaintiff's Exhibit 2 represents an attempted amendment.

6. **ADMITTED IN PART AND DENIED IN PART.** It is admitted that Defendant did not return to Plaintiff the purported "Lease Amendment," as the same was never presented to it. It is admitted that Defendant occupied the first floor of the premises for a period of time, and paid an increased rental, however, it was not pursuant to any "amendment" of the lease. It is denied that Defendant defaulted in its obligations under the lease in April of 2005.

7. **DENIED.** Answering Defendant incorporates herein its answer to paragraph 6 as fully as if set forth at length.

8. **DENIED.** It is denied that Defendant is required to pay Plaintiff rent beyond September 16, 2005. It is denied that Defendant is required to pay Plaintiff rent in the amount of \$1,750.00 beyond March 31, 2005.

9. **ADMITTED IN PART AND DENIED IN PART.** It is admitted that Defendant has not paid rental of \$925.00 for the months of May, June, July, August and September of 2005. It is denied that Defendant has breached the lease.

10. **DENIED.** After reasonable investigation Answering Defendant is without knowledge or information sufficient to form an opinion as to the truth or falsity of this averment, therefore, to the extent deemed relevant, strict proof of this averment is demanded at the time of trial.

11. **DENIED.** It is denied that Defendant is indebted to the Plaintiff for \$20,194.00, and by way of further answer, Defendant incorporates herein its answers to previous paragraphs. By way of further answer please see New Matter.

12. **DENIED.** Plaintiff has made no demand on the Defendant until receipt of this Complaint.

NEW MATTER

13. Plaintiff and Defendant orally agreed for Defendant to rent the bottom floor of the building.

14. Plaintiff and Defendant were unable to reach an agreement regarding the amount of the rental.

15. Defendant paid the rental demanded for a limited period of time as a show of good faith, while they continued to attempt to negotiate a rental.

16. The lease agreement requires any amendment or modification to be in writing (paragraph 19) and the written agreement attached as Exhibit 1 to Plaintiff's complaint contains the entire understanding of the parties.

17. Pursuant to a letter dated March 16, 2005, Defendant presented Plaintiff with notice of the termination of the lease pursuant to paragraph 2. Attached hereto as Exhibit "A" is a copy of the March 16, 2005, letter.

18. Defendant paid the first and last month's lease payments in June of 2004. (Exhibit 1, paragraph 3).

19. Defendant ceased renting the first floor in March of 2005, and Plaintiff permitted others to occupy the area in March of 2005.

WHEREFORE, Defendant prays your Honorable Court for the entry of an Order dismissing Plaintiff's complaint and entering judgment in favor the Defendant and against Plaintiff.

Respectfully submitted,


By: 

David C. Mason, Esquire
Attorney for Defendant

VERIFICATION

I, verify that the statements made in the foregoing ANSWER CONTAINING NEW MATTER are true and correct to the best of my knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904 relating to unsworn falsification to authorities.

BIG HORN IV, INC.

By: 
Laura J. Kemp,

BIGHORN IV

P.O. Box 35 Houtzdale, PA. 16651-0035
TEL (814) 378-6198 FAX (814) 378-6198

March 16, 2005

R & A ASSOCIATES INC.
PO BOX 57
CLEARFIELD, PA 16830
[814] 765-7519

Mr. Robert E. Brown,

Per our conversation on March 16, 2005, we are formally sending you this letter to confirm our intention of vacating and terminating our lease at 9531 Clearfield Curwensville Highway as of September 16, 2005.

We regret having to make this decision but unfortunately as discussed with you the building has not proved to be beneficial to our products. We are having problems with the dry-out of our products and consequently this has created a problem for our ship dates that we are required to meet.

I appreciate your understanding and concern on this matter and wished for all of us that the outcome would have been different.

Thank You Again,


Laura J. Kemp
Bighorn IV, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

No. 2006-361-CD

TYPE OF PLEADING:
CERTIFICATE OF SERVICE

FILED ON BEHALF OF:
DEFENDANT

ATTORNEY FOR DEFENDANT:

David C. Mason, Esquire
Supreme Court ID #39180
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

ATTORNEY FOR PLAINTIFF:

Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED 3cc
mjd:48301
APR 07 2006
Atty. Mason
lm

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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No. 2006-361-CD

CERTIFICATE OF SERVICE

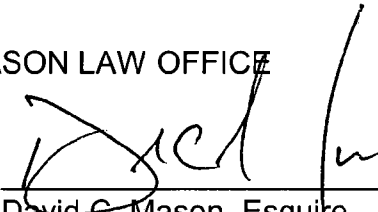
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of an ANSWER CONTAINING NEW MATTER filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Peter F. Smith, Esquire
P.O. Box 130
Clearfield, PA 16830

DATED: 4-6-06

MASON LAW OFFICE

By:


David C. Mason, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101326
NO: 06-361-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: R & A ASSOCIATES, INC.
vs.
DEFENDANT: BIGHORN IV., INC.

SHERIFF RETURN

NOW, March 17, 2006 AT 10:11 AM SERVED THE WITHIN COMPLAINT ON BIGHORN IV, INC. DEFENDANT AT 1466 STATE ROUTE 453, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TRACY STILES, PERSON IN CHARGE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
03:46 PM
APR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	R. & A. ASSOC.	2697	10.00
SHERIFF HAWKINS	R. & A. ASSOC.	2697	10.00
SHERIFF HAWKINS	R. & A. ASSOC.	2701	17.79

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

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

R & A ASSOCIATES, INC.,
Plaintiff

vs.

BIG HORN IV, INC.
Defendant

No. 2006-361-CD

FILED
010:2731
APR 26 2006
William A. Shaw
Prothonotary/Clerk of Courts


CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for Plaintiff, certify that I sent a true and correct copy of **PLAINTIFF'S ANSWER TO NEW MATTER** to the Attorney for the Defendant on April 26, 2006 by U.S. First Class Mail postage prepaid to the following address:

David C. Mason, Esquire
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866

Respectfully submitted,

Date: April 26, 2006


Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

R & A ASSOCIATES, INC.,
Plaintiff

vs.

BIG HORN IV, INC. ,
Defendant

No. 2006-361-CD

FILED *vgc*
07/10/14/2006
JUL 18 2006
LM
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for Plaintiff, certify that I sent a true and correct copy of a **PRAECIPE** requesting this case to be placed on Civil Trial List to the Attorney for the Defendant on July 17, 2006 by U.S. First Class Mail, postage prepaid, to the following address:

David C. Mason, Esquire
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866

Respectfully submitted,

Date: July 17, 2006



Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

R & A ASSOCIATES, INC.,
Plaintiff

No. 2006-361-CD

vs.

BIG HORN IV, INC.,
Defendant

FILED
JUL 18 2006
NO CC
GK

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE

To: William A. Shaw, Clearfield County Prothonotary

Dear Sir:

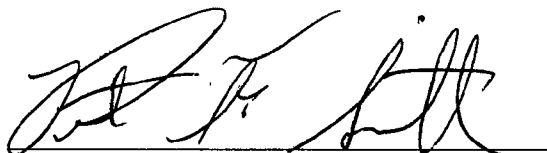
Please place this case on the next Civil Trial List.

Neither party has requested a trial by jury.

All discovery is complete.

I estimate that three hours will be required to present this case.

Respectfully submitted,



Date: July 17, 2006

Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

No. 2006-361-CD

TYPE OF PLEADING:
NOTICE OF SERVICE
OF INTERROGATORIES

FILED ON BEHALF OF:
DEFENDANT

ATTORNEY FOR DEFENDANT:
David C. Mason, Esquire
Supreme Court ID #39180
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866
(814) 342-2240

ATTORNEY FOR PLAINTIFF:
Peter F. Smith, Esquire
Supreme Court ID #34291
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED *no cc*
JUL 31 2006 *m19:2781*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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No. 2006-361-CD

NOTICE OF SERVICE OF INTERROGATORIES

Notice is hereby given that on the 28th day of July, 2006, the Defendant, BIG HORN IV, INC., by and through their attorney, David C. Mason, served Defendant's First Set of Interrogatories and Request for Production of Documents on the Plaintiff, R & A ASSOCIATES, INC., by mailing an original and two copies of the same via First Class United States Mail, postage prepaid, to the following address:

R & A Associates, Inc.
c/o Peter F. Smith, Esquire
Po Box 130
Clearfield, PA 16830

MASON LAW OFFICE

BY: 

David C. Mason, Esquire
Attorney for Defendants

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

R & A ASSOCIATES, INC.,
Plaintiff

vs.

BIG HORN IV, INC. ,
Defendant

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No. 2006-361-CD

FILED ^{NO CC}
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William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

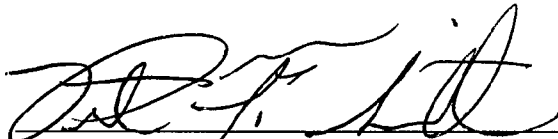
I, Peter F. Smith, attorney for Plaintiff, certify that I sent Plaintiff's
INTERROGATORIES and REQUEST FOR PRODUCTION OF DOCUMENTS
directed to the Defendant to the Attorney for the Defendant by U.S. First Class Mail,
Postage Prepaid, on August 31, 2006 to the address stated below.

I also certify that I sent **PLAINTIFF'S ANSWERS TO DEFENDANT'S**
INTERROGATORIES to the Attorney for the Defendant by U.S. First Class Mail,
Postage Prepaid, on August 31, 2006 to the following address:

David C. Mason, Esquire
MASON LAW OFFICE
P.O. Box 28
Philipsburg, PA 16866

Respectfully submitted,

Date: August 31, 2006


Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 30, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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No. 2006-361-CD

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* TYPE OF PLEADING: CERTIFICATE OF
* SERVICE

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* FILED ON BEHALF OF:

*

Defendant

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* ATTORNEY FOR DEFENDANT:

*

David C. Mason, Esquire

*

Supreme Court ID #39180

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MASON LAW OFFICE

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P.O. Box 28

*

Philipsburg, PA 16866

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(814) 342-2240

*

* ATTORNEY FOR PLAINTIFF:

*

Peter F. Smith, Esquire

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Supreme Court ID #34291

*

30 South Second Street

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P.O. Box 130

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Clearfield, PA 16830

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(814) 765-5595

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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No. 2006-361-CD

CERTIFICATE OF SERVICE

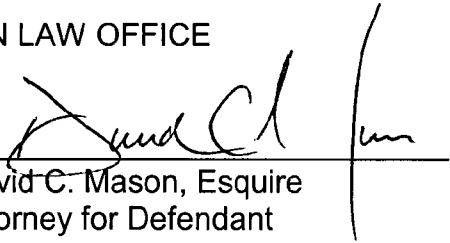
I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of DEFENDANT'S PRE-TRIAL STATEMENT filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Honorable Paul E. Cherry
Judge's Chambers
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830

MASON LAW OFFICE

DATED: 1-17-07

By: 
David C. Mason, Esquire
Attorney for Defendant

b7A

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

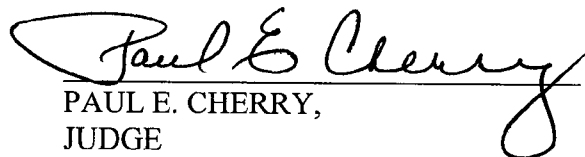
R & A ASSOCIATES, INC. : NO. 06-361-CD
:
V. :
:
BIG HORN IV, INC. :

ORDER

AND NOW, this 22nd day of January, 2007, following Pre-Trial Conference, it is
the ORDER of this Court as follows:

1. Trial in this matter is scheduled for March 28, 2007, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than ten (10) days from this date.
3. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

1cc Atty's:
P. Smith
Mason
CK

FILED
JAN 23 2007
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/23/07

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

FILED

JAN 23 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

VS.

BIG HORN IV, INC.,

Defendant

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* No. 2006-361-CD
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* TYPE OF CASE: Civil Action
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* TYPE OF PLEADING: Certificate of
* Service
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* FILED ON BEHALF OF:
* DEFENDANT
*
* ATTORNEY FOR DEFENDANT:
* David C. Mason, Esquire
* Supreme Court ID #39180
* MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*
* ATTORNEY FOR PLAINTIFF:
* Peter F. Smith, Esquire
* Supreme Court ID #34291
* P.O. Box 130
* Clearfield, PA 16830
* (814) 765-5595
*

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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

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No. 2006-361-CD

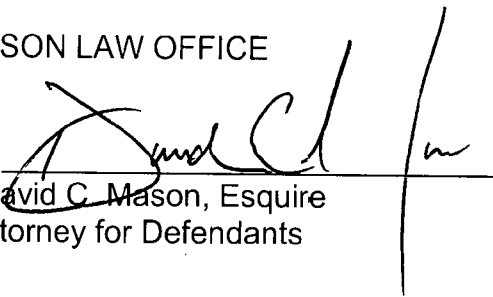
**NOTICE OF SERVICE OF DEFENDANT'S ANSWERS
TO PLAINTIFF'S INTERROGATORIES & REQUEST FOR
PRODUCTION OF DOCUMENTS**

Notice is hereby given that on the 1 day of February, 2007, the Defendants, BIG HORN IV, INC., by and through their attorney, David C. Mason, served Defendant's Answers to First Set of Interrogatories and Request for Production of Documents on the Plaintiff, R & A ASSOCIATES, INC., by mailing the original and one copy of the same via First Class United States Mail, postage prepaid, to the following address:

Peter F. Smith, Esquire
30 South Second Street
P. O. Box 130
Clearfield, PA 16830

MASON LAW OFFICE

BY:


David C. Mason, Esquire
Attorney for Defendants

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

R & A ASSOCIATES, INC.,

Plaintiff

vs.

BIG HORN IV, INC.,

Defendant

No. 2006-361-CD

PRAECIPE TO DISCONTINUE

To: William A. Shaw, Sr. Clearfield County Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that this action be marked "SETTLED & DISCONTINUED."

Respectfully submitted,

Date: March 14, 2007



Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 30, 30 South Second Street

Clearfield, PA 16830

(814) 765-5595

cc: David C. Mason, Attorney for Defendant
R & A Associates

FILED ^{NO CC}
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MAR 16 2007
3 Cert. of
Disc. to
William A. Shaw
Prothonotary/Clerk of Courts
Atty Smith
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

R & A Associates, Inc.

Vs.

No. 2006-00361-CD

Bighorn IV, Inc.

CERTIFICATE OF DISCONTINUATION


Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 16, 2007, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by Peter F. Smith, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of March A.D. 2007.



William A. Shaw, Prothonotary