

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

No. 2007 - 53 - C.D.

COMPLAINT

Filed on behalf of:
Plaintiff, JACK P. GUM

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 Atty pd. 85.00
01/11/2007
JAN 11 2007
William A. Shaw
Prothonotary/Clerk of Courts
Atty Ryan
icc Sheriff

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

JACK P. GUM,

Plaintiff

vs.

No. 2007 - - C.D.

TAMMY MURRAY,

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

JACK P. GUM,

Plaintiff

vs.

No. 2007 - - C.D.

TAMMY MURRAY,

Defendant

COMPLAINT

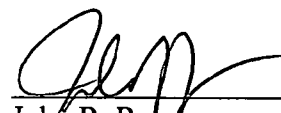
NOW COMES, Jack P. Gum, Plaintiff above named, and by his Attorneys, Belin, Kubista & Ryan, files his Complaint and in support thereof avers as follows:

1. Plaintiff is Jack P. Gum, an adult individual residing at 1084 Greenwood Road, Curwensville, Pennsylvania, 16833.
2. Defendant is Tammy Murray, an adult individual residing at 77 Friesian Lane, Reynoldsville, Pennsylvania, 15851.
3. In January of 2004, Plaintiff and Defendant entered into an oral agreement whereby Plaintiff would purchase a certain Friesian horse from Karen Mowery for the sum of Ten Thousand (\$10,000.00) Dollars. The said horse was to be the property of the Plaintiff, but under the terms of the parties' agreement would be boarded and trained by Defendant.
4. Pursuant to the terms of the said agreement, Plaintiff executed and delivered a check to Karen Mowery in the amount of Ten Thousand Dollars (\$10,000.00). A true and correct copy of the said check evidencing said payment is attached hereto, marked Exhibit "A" and incorporated herein by reference as if set forth at length.

5. The said horse was then delivered to Defendant, and remains in the possession of Defendant at the time of the filing of this Complaint.
6. Without the knowledge or consent of Plaintiff, Defendant registered the said horse in her name as the owner of the animal.
7. On repeated occasions, Plaintiff requested that Defendant provide him with a copy of the horse's registration papers indicating the ownership of the horse, however, Defendant failed to provide the requested documentation.
8. In November of 2006, Plaintiff learned that the said horse had been registered in the name of Defendant and not in his name. At that point, Plaintiff requested through counsel, that Defendant either return the horse to him, or that she reimburse Plaintiff for the cost of the horse. Defendant has failed and refused to do so.
9. Further, Plaintiff believes and therefore avers that Defendant has failed to train the horse, as she had originally agreed to do.
10. Plaintiff has advised Defendant that he is willing to pay for the reasonable cost of boarding the horse; however, he has never received a statement for such cost.

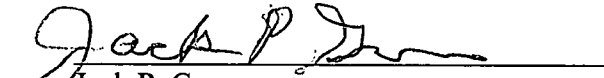
WHEREFORE, Plaintiff requests that the judgment be entered in his favor and against the Defendant in the amount of Ten Thousand Dollars (\$10,000.00), less the reasonable cost of boarding the horse, together with interest and costs of suit.

BELIN, KUBISTA & RYAN



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.


Jack P. Gum

JACK P GUM 1084 GREENWOOD RD CURRWENSVILLE, PA 16833 PH 814-236-3239		1049 60-627/313
DATE <u>Jan 31, 2004</u>		
PAY TO THE ORDER OF <u>Karen Mawrey</u>	<u>\$ 10,000.00</u>	
<u>Ten Thousand 00/100</u>	DOLLARS A	
CNB COUNTY NATIONAL BANK OLD TOWN ROAD OFFICE, CLEARFIELD, PA		
MAXIMUM VALUE PLAN		
FOR <u>Friesian</u>	<u>Jack P Gum</u>	
031306278	1049	0000000000

02/04/2004 1049 \$10,000.00
10013547914

0114054044 02042004 031000040, FRB-PHILA ENT=1788-462297267 PK=15 0410-0001-4 02032004 ENT=3731 TRC=3840 PK=13	02/02/04 DIST 003:CN 6839 043303277	FEB 02 04 Karen Mawrey
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FILED

JAN 11 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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

JACK P. GUM,

Plaintiff

Vs.

TAMMY MURRAY,

Defendant

No. 2007-53-CD

Type of Pleading:

**ANSWER AND NEW MATTER
TO COMPLAINT**

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED

FEB 13 2007

0/11:50/6
William A. Shaw
Prothonotary/Clerk of Courts (CR)
3 CENTS TO POST

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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

ANSWER AND NEW MATTER TO COMPLAINT

AND NOW, comes the Defendant, Tammy Murray, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Answer and New Matter to Complaint, and in support thereof avers the following:

1. Admitted.
2. Admitted.
3. Denied. There was never any agreement where the Friesian horse would be the property of Plaintiff. On the contrary, the Friesian horse purchased in January 2004, was a gift from Plaintiff to Defendant, because of their relationship, and as well as the fact of what Defendant had done for Plaintiff over the years.
4. Denied. It is denied that there was ever any agreement as alleged by Plaintiff in Plaintiff's Complaint. In addition, it is denied that Plaintiff executed said check, as said check was written by Defendant per the request of Plaintiff, and then signed by Plaintiff. As set forth herein, the horse was purchased for Defendant.

5. Admitted. By way of further answer, as set forth herein, said horse was a gift to Defendant from Plaintiff, and the horse, since January of 2004, has always remained with Defendant.

6. Denied. It is denied that Plaintiff had no knowledge that the horse was registered in Defendant's name. By way of further answer, said horse was registered in Defendant's name the same day of the sale, and was with the full knowledge and consent of Plaintiff, as the seller of the horse verified with Plaintiff, that day, that Plaintiff wished the horse to be registered in Defendant's name.

7. Denied. Plaintiff has never requested Defendant provide him with a copy of the horse registration papers, as Plaintiff has always known that the horse has been registered in Defendant's name.

8. Denied. It is denied that Plaintiff learned in November of 2006 that the horse was registered in Defendant's name, as Plaintiff knew in January of 2004 that the horse was registered in Defendant's name. With respect to the remaining averments of Plaintiff's paragraph eight (8), Defendant is without sufficient information to ascertain the truth or falsity of said averments, and therefore the same are denied and strict proof thereof is demanded at Trial.

9. Denied. As set forth herein, there was no agreement between Plaintiff and Defendant for any training of the horse. By way of further answer, Defendant has completely taken care of said horse and trained said horse for the past three (3) years.

10. Denied. Plaintiff has never advised Defendant that he is willing to pay reasonable costs for boarding the horse, as Defendant was never boarding the horse for Plaintiff, as the horse is and always has been the property of Defendant. Consequently,

Plaintiff would never receive a statement from Defendant because no statement would ever be necessary as the horse is the property of Defendant.

WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Judgment in favor of Defendant.

NEW MATTER

11. Paragraphs one (1) through ten (10) are incorporated herein by reference as if set forth in full herein at length.

12. The Friesian horse that was purchased in January of 2004 was a gift by Plaintiff to Defendant.

13. The gift to Defendant was based on the relationship between Plaintiff and Defendant, Plaintiff's fondness for Defendant, and in consideration for all the work and assistance Defendant had provided to Plaintiff over the years.

14. In the past, Plaintiff has given numerous gifts to Defendant.

15. When the horse was purchased in January of 2004, Plaintiff had Defendant fill out the check for the purchase of the horse. See Plaintiff's Exhibit "A".

16. As is required with horses, a change of registration must occur at the time the horse is sold.

17. At the time the horse was purchased in January 2004, the seller of the horse asked Plaintiff in whose name the horse should be registered.

18. Plaintiff informed the seller that the horse should be registered in the name of Defendant, as it was to be Defendant's horse.

19. As a consequence, and at Plaintiff's direction, the horse was registered into Defendant's name. See Defendant's Exhibit "1".

20. Since January 2004 through the present time, said horse has always been in the care, control, and custody of Defendant.

21. Since January 2004 through the present time, Defendant has always, at her own expense, cared for, boarded, and trained said horse.

22. The reasonable cost for caring for, feeding, and training, a horse such as the subject horse in this case would be a minimum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars per month.

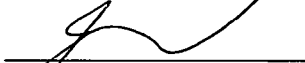
23. Plaintiff is not entitled to the said horse, or any monies, as this was a gift from Plaintiff to Defendant.

24. In addition to the above, Plaintiff would be unjustly enriched if he were to gain any relief in this case, as Defendant, over the last three (3) years, gave her time, labor, and expense, and has invested actual monies all worth in total in excess of Forty Thousand and 00/100 (\$40,000.00) Dollars.

25. Plaintiff's case fails to state a claim upon which relief can be granted.

26. Plaintiff's averments fail to state a cause of action against Defendant.

Respectfully submitted,




Jeffrey S. DuBois, Esquire
Attorney for Defendant

VERIFICATION

I, TAMMY MURRAY, verify that the statements in the foregoing Answer and New Matter are true and correct to the best of my knowledge, information and belief.

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



Tammy Murray

Bill of Sale

Date: Jan 31, 2004

Horse: Katjana M.

Registration: 200305222

Birth Date: April 17, 2003

Health Record

Worming: Pancor July and August 2003 ; Ivermectin November 2003

Vaccination:

September 19, 2003 - WNV; Rhino; Tet flu FFF EE; Rabies

October 10, 2003 - WNV; Rhino; Tet flu FFF EE

Buyer: Tammy Murray

Address: RR 1 Box 209 M

REYNOLDSVILLE, PA 15851

Seller: Karen J. Mowrey received \$ 10,000

Jack P. Gum
1084 Greenwood RD
CURWENSVILLE PA 16833
221-2229

check # 1049
Jack Gum
653-8187

NIEUWE EIGENAAR NEW OWNER NOUVEAU PROPRIÉTAIRE

ADRES ADDRESS ADRESSE
Tammy Murray
RR1 Box 209 M
Reynoldsville, PA 15851

LAND COUNTRY LAND PAYS

TELEFOON TELEPHONE FERNRUF TÉLÉPHONE

814-653-8187

New Owner

Address

Transfer Date

Signature Previous Owner

FHANA Secretary



Stamboek (F.P.S.).

Bepalingen

Bij overdracht van het paard wordt dit bewijs ongeldig!
 Voor het verkrijgen van een nieuw geldig bewijs van inschrijving dient deze overdrachtsverklaring ingevuld en ondertekend te worden opgestuurd aan het F.P.S.
 Dit bewijs is en blijft eigendom van de vereniging en moet op eerste aanvraag van het bestuur worden ingeleverd.

Important information on transfer

Before the transfer of the horse is effected, do not hesitate to consult the stud-book office for supplementary information.
 A valid certificate of registration always states the name of the present owner on the inside.
 Please always check whether the tongue number referred to in this document corresponds with the number at the left bottom of the horse's tongue.
 Horses born after 1996 always have chip numbers.
 Check whether the chip number on the certificate corresponds with the number inserted in the centre of the left neck area, 10 cm below the crest.
 This certificate of registration has been printed on the inside in the colours yellow, yellow-green and in light blue-grey and laminated with plastic at both sides. It is also authenticated with a Friesian Horse Stud-book (F.P.S.) relief stamp.

Stipulations

On completion of the transfer, the aforementioned certificate becomes invalid!
 In order to obtain a new valid certificate of registration, this deed of transfer has to be sent to F.P.S. duly completed and signed.
 This certificate is and remains the property of the stud-book and has to be presented to the Board on demand.

DATA VAN OVERDRACHT DATE OF TRANSFER
 DATUM DER EIGENTUMSÜBERTRAGUNG DATE OF TRANSFER

HANDTEKENING NIEUWE EIGENAAR SIGNATURE NEW OWNER
 UNTERSCHRIFT DES NEUEN EIGENTÜMERS SIGNATURE NOUVEAU PROPRIÉTAIRE

HANDTEKENING VORIGE EIGENAAR SIGNATURE PREVIOUS OWNER
 UNTERSCHRIFT VORIGEN EIGENTÜMER SIGNATURE ANCIEN PROPRIÉTAIRE

*Authorization TO Transfer
 on file. Gabrielle Jan 21/04*

Wichtige Auskunft für eine Eigentumsübertragung

Unterlassen Sie nicht ehe der Besitzerwechsel des Pferdes durch geführt wird sich für weitere Auskunft mit dem Büro des Stammbuches in Verbindung zu setzen.
 Ein gültiger Schein der Eintragung im Stammbuch erwähnt immer auf der Innenseite den Namen des rechtmäßigen Eigentümers.
 Bitte, prüfen Sie immer nach, ob die Zungennummer in diesem Dokument mit der Nummer auf der Unterseite der Zunge des Pferdes übereinstimmt. Pferde die nach 1996 geboren sind, haben immer eine Chipnummer. Prüfen Sie, ob die Chipnummer auf dem Schein der Chipnummer entspricht, die in der Mitte der linken Halsfläche sowie 10 cm unter der Kamm angebracht ist.
 Dieser Schein ist auf die Innenseite gedruckt worden in den Farben gelb, gelb-grün sowie in hell blau-grau und ist weiterhin an beiden Seiten plastifiziert und beglaubigt worden durch einen fühlbaren Reliefstempel des Friesenpferdes Stammbuches (F.P.S.).

Bestimmungen

Bei einem Besitzerwechsel des Pferdes, wird dieser Schein ungültig!
 Zur Erwerbung eines neuen und gültigen Scheines, soll man die Eigentumsübertragungserklärung dem Büro des F.P.S. übermitteln, das heißt, ordnungsmäßig ausgefüllt und unterschrieben zu senden.
 Dieser Schein ist und bleibt Eigentum des Stammbuches und soll nach Bedarf dem Vorstand vorgelegt werden.

Information importante en cas de transfert

Ne manquez pas de vous mettre en rapport avec l'Office du Stud-Book pour obtenir de plus amples renseignements avant toutes transactions ou transfert définitif du cheval.
 Un certificat d'enregistrement mentionne toujours au côté intérieur le nom du propriétaire actuel.
 Il faut toujours vérifier si le numéro de langue mentionné sur le certificat est conforme à celui qui se trouve au côté inférieur gauche de la langue du cheval.
 Les chevaux nés après 1996 ont toujours un numéro de chip.
 Vérifiez so le numéro de chip figurant sur le certificat correspond au numéro du chip implanté dans la partie centrale du côté gauche de l'encolure, à 10 cm-dessous de la crinière.
 Ce certificat d'enregistrement est imprimé au côté intérieur dans les teintes jaune, jaune-vert et en bleu-gris clair lamine et plastifié.
 Il est authentifié par un timbre en relief du Stud-Book du Cheval Frieson. (F.P.S.)

Stipulations

En cas de transfert du cheval, ledit certificat est annulé!
 Un nouveau certificat d'enregistrement vous sera délivré au vu de cette déclaration remplie, signée et transmise au F.P.S.
 Ce certificat est, et reste la propriété du Stud-Book, et doit être présenté à la première injonction de sa direction.

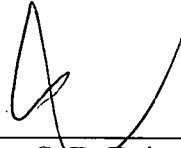
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JACK P. GUM,	:	No. 2007-53-CD
	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 13th day of February, 2007, I served a true and correct copy of the within Answer and New Matter to Complaint by first class mail, postage prepaid, on the following:

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830



Jeffrey S. DuBois

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

:
:
:
:
:
:
:

No. 2007 – 53 – C.D.

REPLY TO NEW MATTER

Filed on behalf of:
Plaintiff, JACK P. GUM

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
01/14/07
FEB 21 2007

30c
Amy Ryan
GR

William A. Shaw
Prothonotary/Clerk of Courts

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

No. 2007 – 53 – C.D.

REPLY TO NEW MATTER

NOW COMES, Jack P. Gum, Plaintiff above named, and by his Attorneys, Belin, Kubista & Ryan, makes his Reply to the New Matter of Defendant as follows:

11. Paragraphs 1 through and including Paragraph 10 of Plaintiff's Complaint are incorporated herein by reference as if set forth at length.

12. It is denied that the said horse was a gift from Plaintiff to Defendant. On the contrary, the said horse was purchased by Plaintiff under the circumstances set forth in Plaintiff's Complaint.

13. Denied for the reasons set forth at Paragraph 12 above and for the reasons set forth in Plaintiff's Complaint. It is further denied that Defendant had performed work or provided assistance to Plaintiff "over the years." On the contrary, the sole assistance provided by Defendant to Plaintiff was that Defendant drove a team of mules owned by Plaintiff at the fair in Sykesville on two (2) occasions.

14. Denied. Prior to the purchase of the horse which is the subject of this action, Plaintiff had given no gifts to Defendant. After the horse was purchased, from time to time, Plaintiff would offer to pay Defendant for the care of the horse and when she refused payment, he would then give her gifts in lieu of such payment.

15. It is admitted that Defendant filled out the check for the purchase of the horse and Plaintiff then signed the check. That fact is, however, totally irrelevant as to the material issues in this action.

16. Admitted insofar as Plaintiff knew at the time of the purchase of the horse that the purchase must be registered in order to show the new owner. Plaintiff did not know how that process was to be handled and in fact had asked Defendant to assist him in the process.

17. It is denied that Plaintiff had any discussion with the seller of the horse as to how the horse was to be registered. At all times, Plaintiff intended that the horse be registered in his name and assumed that it would be so registered.

18. Denied for the reasons stated herein above at Paragraph 17.

19. Denied for the reasons stated herein above at Paragraph 17. By way of further response, until the filing of Defendant's Answer and New Matter, Plaintiff had never seen the documents attached to said pleading, which are not marked for identification but which Plaintiff assumes are the "Exhibit 1" referred to in Paragraph 19 of Defendant's New Matter.

20. Admitted. By way of further response, pursuant to the agreement between the parties, Defendant was to board the horse and train the horse.

21. Admitted insofar as the said horse has been in the possession of the Defendant. By way of further response, Plaintiff has from time to time offered to pay for the boarding and care of the horse and each time Defendant refused to accept payment. Defendant had further failed and refused to provide Plaintiff with documentation as to the registration of the horse. By way of further response, Plaintiff is without knowledge as to whether Defendant has in fact trained the horse, therefore said averment is denied and strict proof thereof is demanded at the time of trial.

22. Denied. On the contrary, Plaintiff believes and therefore avers that the cost of room, board and training in this area is far less than as alleged, and demands strict proof of the costs as alleged by Defendant at time of trial.

23. Denied for the reasons set forth herein above and for the reasons set forth in Plaintiff's Complaint.

24. Denied for the reasons set forth herein above and for the reasons set forth in Plaintiff's Complaint.

25. The averments of Paragraph 25 are in the nature of preliminary objections and are inappropriate as New Matter. Therefore, no responsive pleading is required.

26. The averments of Paragraph 26 are in the nature of preliminary objections and are inappropriate as New Matter. Therefore, no responsive pleading is required.

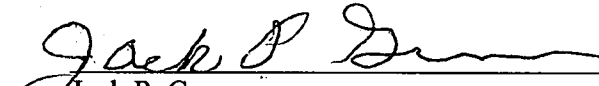
WHEREFORE, Plaintiff requests that judgment be entered in his favor and against the Defendant as set forth in his Complaint.

BELIN, KUBISTA & RYAN



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.


Jack P. Gum

FILED

FEB 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

No. 2007 - 53 - C.D.

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff, JACK P. GUM

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 No CC
01/23/07
FEB 22 2007 (SM)

William A. Shaw
Prothonotary/Clerk of Courts

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

JACK P. GUM,

Plaintiff

vs.

No. 2007 - 53 - C.D.

TAMMY MURRAY,

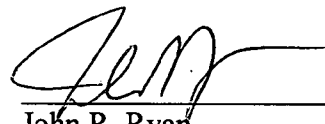
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Reply to New Matter filed on behalf of JACK P. GUM, Plaintiff in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 22nd day of February, 2007:

Jeffrey S. DuBois, Esquire
190 West Park Avenue, Suite 5
Du Bois, PA 15801
Attorney for Defendant

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

FILED

FEB 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 11

CLEARFIELD, PENNSYLVANIA 16830

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

FILED
0 10:35 a.m. GK
FEB 27 2007

NOCC

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

GK

DATE PRESENTED 2/27/07

CASE NUMBER 2007-53-C.D.
Date Complaint Filed: 1/11/2007
TYPE TRIAL REQUESTED
() Jury () Non-Jury
(x) Arbitration
ESTIMATED TRIAL TIME
3 days/hours

PLAINTIFF(S)

Jack P. Gum

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

Tammy Murray

()

ADDITIONAL DEFENDANT(S)

()

JURY DEMAND FILED BY:

N/A

DATE JURY DEMAND FILED:

N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

\$10,000.00
More than

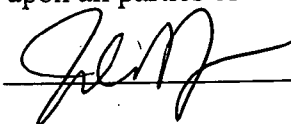
&

() yes (x) no

N/A

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:



FOR THE PLAINTIFF

TELEPHONE NUMBER

John R. Ryan, Esquire, P.O. Box 1, Clearfield, PA 16830 (814) 765-8972

FOR THE DEFENDANT

TELEPHONE NUMBER

Jeffrey S. DuBois, Esquire, 190 West Park Ave., DuBois, PA 15801 (814) 375-5598

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102330
NO: 07-53-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: JACK P. GUM.
vs.
DEFENDANT: TAMMY MURRAY

SHERIFF RETURN

NOW, January 15, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON TAMMY MURRAY.

NOW, January 25, 2007 AT 10:54 AM SERVED THE WITHIN COMPLAINT ON TAMMY MURRAY, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

0/9:00 LM
APR 25 2007

LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102330
NO: 07-53-CD
SERVICES 1
COMPLAINT

PLAINTIFF: JACK P. GUM
vs.
DEFENDANT: TAMMY MURRAY

SHERIFF RETURN


RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BELIN	22845	10.00
SHERIFF HAWKINS	BELIN	22845	21.00
JEFFERSON CO.	BELIN	22846	37.46

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

No. 07-53 C.D.

Personally appeared before me, Bill Dombrowski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on January 25, 2007 at 10:54 o'clock A.M. served the Notice and Complaint upon TAMMY MURRAY, Defendant, at the address of 112 Friesian Lane, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania, by handing to Dorthea, grandmother of the defendant and adult person in charge at time of service, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	35.46	Paid
Prothy:	2.00	
Total Costs:	37.46	
REFUNDED:	\$ 87.54	

Sworn and subscribed

to before me this

day of

By

My Commission Expires the
1st Monday, January 2010

So Answers,

Bill Dombrowski Deputy

Thomas A. Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

1A

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

JACK P. GUM,

Plaintiff

Vs.

TAMMY MURRAY,

Defendant

No. 2007-53-CD

Type of Pleading:

MOTION FOR CONTINUANCE

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED 3CC AH
9/11:35 am
MAY 07 2007
DuBois

William A. Shaw
Prothonotary/Clerk of Courts

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

TAMMY MURRAY,

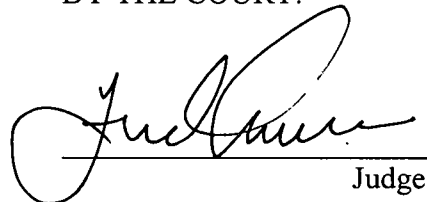
Defendant

ORDER

AND NOW, this 9 day of May, 2007, in consideration of Defendants Motion
for Continuance,

IT IS HEREBY ORDERED AND DECREED, that the Arbitration Hearing
scheduled for June 26, 2007, be rescheduled to the 6th day of
September, 2007, at 9:00 o'clock, A.M., at the Clearfield County
Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


Judge

FILED 3cc
013:53/01 May
MAY 09 2007 Subois
CW

William A. Shaw
Prothonotary/Clerk of Courts

Handwritten signature

DATE: 5/9/07

☒ 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

MAY 09 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

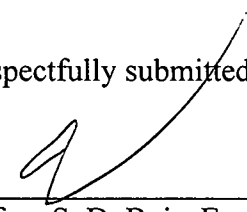
MOTION FOR CONTINUANCE

AND NOW, comes the Defendant, TAMMY MURRAY, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. An Arbitration Hearing has been scheduled for June 26, 2007.
2. The undersigned has already been scheduled for Trial in Federal Court in Johnstown which is set for the entire week starting June 25, 2007.
3. It is in Defendants best interest to have representation at said Arbitration.
4. Therefore, defendant requests the Arbitration Hearing to be rescheduled.

WHEREFORE, Defendant respectfully requests this Honorable Court to continue the Arbitration Hearing in this matter to another date and time.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Defendant

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

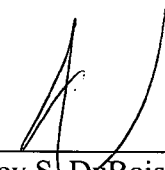
TAMMY MURRAY,

Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 5th day of May, 2007, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830



Jeffrey S. DuBois

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

JACK P. GUM

vs.

TAMMY MURRAY

:
:
: 07-53-CD
: No. ~~06-1027-CD~~
:
:

ORDER

AND NOW, this 20th day of July, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, September 6, 2007 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Joseph Colavecchi, Esquire, Chairman

Richard H. Milgrub, Esquire

Barbara Hugney-Shope, 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.

FILED

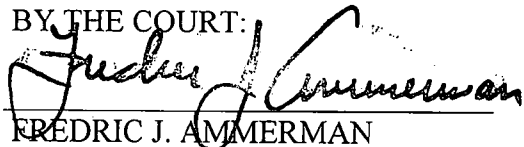
02:50 PM GK
JUL 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

6 CC TO
CIA - will serve

(CR)

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

JACK P. GUM,

Plaintiff

Vs.

TAMMY MURRAY,

Defendant

No. 2007-53-CD

Type of Pleading:

**MOTION FOR TELEPHONIC
TESTIMONY**

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED

0/2:15 Lm
AUG 24 2007

300 AM
DuBois
(5)

William A. Shaw
Prothonotary/Clerk of Courts

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

ORDER

AND NOW, this 27th day of August, 2007, upon consideration
of Defendant's Motion for Telephonic Testimony,

IT IS HEREBY ORDERED AND DECREED, said motion is ~~granted~~ *denied. PTC*

BY THE COURT:

Paul E Cherry
Judge

FILED 300
01/10:22/01
AUG 27 2007
Amy Dubois
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

AUG 27 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/27/07

X 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:

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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

MOTION FOR TELEPHONIC TESTIMONY

AND NOW, comes the Defendant, Tammy Murray, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Telephonic Testimony, and in support thereof avers the following:

1. There is an Arbitration Hearing scheduled in the above captioned matter for September 6, 2007, at 9:00 o'clock a.m.
2. This Arbitration is scheduled for ½ day.
3. One of Defendant's witnesses, Gina Torrell, has been required to be out of town that day in attending a conference out of state.
4. It is essential for Defendant's defense to have this witness testify in this case.
5. It is not expected the testimony will be long, probably ten (10) minutes.
6. Defendant, or Defendant's counsel will provide a telephone so that there is no cost to the County.
7. There will be no prejudice to the Plaintiff, as said witness will be listed in the Pre-Trial Memorandum, and Plaintiff will have the opportunity to cross examine said witness.

WHEREFORE, Defendant respectfully requests this Honorable Court to grant its motion and permit telephonic testimony for its witness.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'J. DuBois', written above a horizontal line.

Jeffrey S. DuBois, Esquire
Attorney for Defendant

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.


TAMMY MURRAY,

Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 24th day of August, 2007, I served a true and correct copy of the within Motion for Telephonic Testimony by first class mail, postage prepaid, on the following:

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830



Jeffrey S. DuBois

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

No. 2007 - 53 - 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

02:59 PM 6K
AUG 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

NO CC

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

JACK P. GUM,

Plaintiff

vs.

No. 2007 – 53 – C.D.

TAMMY MURRAY,

Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served the Pre-Trial Statement submitted on behalf of Plaintiff, JACK P. GUM, in the above captioned matter, on the following parties and in the manner set forth below on the 28th day of August, 2007:

Ronda J. Wisor
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Via Hand Delivery

Jeffrey S. DuBois, Esquire
Attorney at Law
190 West Park Avenue, Suite 5
Du Bois, PA 15801
Attorney for Defendant
Via First Class United States Mail

Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
Arbitrator
Via First Class United States Mail

Richard H. Milgrub, Esquire
211 North Second Street
Clearfield, PA 16830

Arbitrator

Via First Class United States Mail

Barbara J. Hugney-Shope, Esquire
28478 Frenchville-Karthus Hwy.

P.O. Box 232

Frenchville, PA 16836

Arbitrator

Via First Class United States Mail

BELIN, KUBISTA & RYAN

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

John R. Ryan
Attorney for Defendant

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

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

JACK P. GUM,

Plaintiff

Vs.

TAMMY MURRAY,

Defendant

No. 2007-53-CD

Type of Pleading:

**MOTION FOR TELEPHONIC
TESTIMONY**

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

FILED 300
01/12:40/61 Atty
AUG 29 2007
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

ORDER

AND NOW, this ____ day of _____, 2007, upon consideration
of Defendant's Motion for Telephonic Testimony,

IT IS HEREBY ORDERED AND DECREED, said motion is granted.

BY THE COURT:

Judge

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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

MOTION FOR TELEPHONIC TESTIMONY

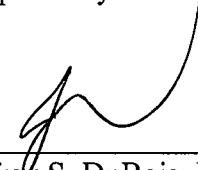
AND NOW, comes the Defendant, Tammy Murray, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Telephonic Testimony, and in support thereof avers the following:

1. There is an Arbitration Hearing scheduled in the above captioned matter for September 6, 2007, at 9:00 o'clock a.m.
2. This Arbitration is scheduled for ½ day.
3. This case involves the sale of a horse.
4. One of Defendant's witnesses, Gina Torrell, has been required to be out of town that day in attending a conference out of state.
5. Ms. Torrell is an expert in horses, particularly the training and boarding of horses.
6. It is essential for Defendant's defense to have this witness testify in this case.
7. It is not expected the testimony will be long, probably ten (10) minutes.
8. Defendant, or Defendant's counsel will provide a telephone so that there is no cost to the County.

9. There will be no prejudice to the Plaintiff, as said witness will be listed in the Pre-Trial Memorandum, and Plaintiff will have the opportunity to cross examine said witness.

WHEREFORE, Defendant respectfully requests this Honorable Court to grant its motion and permit telephonic testimony for its witness.

Respectfully submitted,



Jeffrey S. DuBois, Esquire
Attorney for Defendant

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.


TAMMY MURRAY,

Defendant

CERTIFICATE OF SERVICE

I do hereby certify that on the 29th day of August, 2007, I served a true and correct copy of the within Motion for Telephonic Testimony by first class mail, postage prepaid, on the following:

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830



Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Jack P. Gum

vs.

Tammy Murray

No. 2007-00053-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 6th day of September, 2007, 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.

Joseph Colavecchi, Esq.

Richard H. Milgrub, Esq.

Barbara J. Hugney-Shope, Esq.

Chairman

Sworn to and subscribed before me this
September 6, 2007

William A. Shaw
Prothonotary

FILED
01:58 PM
SEP 06 2007

W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Atty's
Ryan, DuBois

AWARD OF ARBITRATORS

Now, this 6th day of September, 2007, 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:

Verdict for Defendant.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 6th day of September, 2007, 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

William A. Shaw
Prothonotary

By _____

Jack P. Gum

Vs.

Tammy Murray

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2007-00053-CD

COPY

NOTICE OF AWARD

TO: JEFFREY S. DUBOIS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2007, and have awarded:

Verdict for Defendant

William A. Shaw

Prothonotary

By 

September 6, 2007

Date

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

Jack P. Gum

Vs.

Tammy Murray

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2007-00053-CD
:

COPY

NOTICE OF AWARD

TO: JOHN R. RYAN

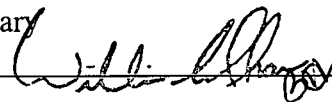
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2007, and have awarded:

Verdict for Defendant

William A. Shaw

Prothonotary

By



September 6, 2007

Date

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

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

JACK P. GUM,

Plaintiff

Vs.

TAMMY MURRAY,

Defendant

No. 2007-53-CD

Type of Pleading:

**DEFENDANT'S PRE TRIAL
STATEMENT**

Filed on Behalf of:
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire
Supreme Court No. 62074
190 West Park Avenue, Suite #5
DuBois, PA 15801
(814) 375-5598

Arbitration

RECEIVED

AUG 29 2007

Court Administrator's
Office

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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

DEFENDANT'S PRE TRIAL STATEMENT

I. BRIEF STATEMENT OF THE CASE

Plaintiff and Defendant were friends and had a close relationship. In January of 2004, as an expression of friendship towards the Defendant, Plaintiff bought a horse for Defendant as a gift to her. The purchase was made from Karen Mowrey where Plaintiff indicated to the seller that the horse was to be purchased for Defendant. Plaintiff had Defendant fill out the check at that time, and all title transfer and registration of the horse was done at that time, and placed and named Defendant as the owner of the horse.

From that day until the present time, Defendant has cared for and maintained the horse each and every day. At all times on that day, and thereafter, Plaintiff acknowledged the horse was Defendant's, and at all times Defendant treated the horse as her horse. Not until November of 2006, right before the filing of this suit, did counsel for Plaintiff contact Defendant attempting to assert Plaintiff's ownership of said horse.

II. CITATION TO APPLICABLE CASE OR STATUES

This case involves a gift from Plaintiff to Defendant, and acceptance of said gift by Defendant. For there to be a valid gift, there must be donative intent and delivery. Once prima facie evidence of a gift is shown, then it can only be rebutted by clear, precise, and convincing evidence.

III. LIST OF WITNESSES

- a. Defendant – Tammy Murray
- b. Georgie Murray – DuBois, Pennsylvania
- c. Gina Torrell – Reynolds ville, Pennsylvania
Will testify to the cost of boarding and training the horse
- d. Karen Mowrey – Reynolds ville, Pennsylvania

Defendant reserves the right to add additional witnesses with proper notice to the Court, Arbitrators, and opposing counsel.

IV. LIST OF EXHIBITS

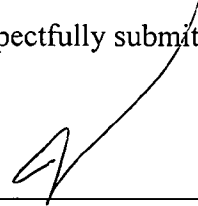
- a. Title and registration for transfer of horse from seller to Defendant
- b. Pictures of the subject horse

Defendant reserves the right to add additional witnesses with proper notice to the Court, Arbitrators, and opposing counsel.

V. STATEMENT OF DAMAGES

Not applicable

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'J. DuBois', written over a horizontal line.

Jeffrey S. DuBois, Esquire
Attorney for Defendant


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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 29th day of August, 2007, I served a true and correct copy of the within Pre Trial Statement by first class mail, postage prepaid, on the following:

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830



Jeffrey S. DuBois

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

JACK P. GUM,
Plaintiff

vs.

TAMMY MURRAY,
Defendant

No. 2007 - 53 - C.D.

**PLAINTIFF'S 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

Arbitration

RECEIVED

AUG 28 2007

Court Administrator's
Office

RECEIVED

AUG 28 2007

Court Administrator's
Office

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

JACK P. GUM,

Plaintiff

vs.

No. 2007 – 53 – C.D.

TAMMY MURRAY,

Defendant

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

In January of 2004, Plaintiff and Defendant entered into an oral agreement whereby Plaintiff would purchase a horse from Karen Mowery for \$10,000.00 and Defendant would board and train the horse. The horse was to be the property of Plaintiff. Due to Plaintiff's lack of sophistication, he requested that Defendant assist him with the purchase of the horse. Plaintiff executed and delivered a check to the seller, and the horse was delivered to the premises of the Defendant for boarding and training.

Plaintiff had requested on several occasions that the Defendant provide him with the horse's registration documents, which she failed to do. In November of 2006, Plaintiff learned that the horse had been registered in the name of the Defendant. He then requested that the horse be returned to him, or that he be reimbursed for the cost of the horse.

Plaintiff is willing to pay the reasonable cost of boarding the horse.

Defendant contends that the horse was purchased as a gift to her, or in the alternative contends that the cost of boarding the horse exceeds the value thereof.

Plaintiff requests that the panel award him possession of the horse, or in the alternative a refund of the purchase price thereof, less reasonable costs of board and training.

B. CITATIONS OF LAW OR STATUTE

The panel has the authority to award possession of the horse, or in the alternative the monetary value thereof, pursuant to Pa. R.C.P. 1085. Also, the panel is directed to the Explanatory Comment to Pa.R.C.P. 1301, which discusses the propriety of a compulsory arbitration panel to hear a replevin action.

C. WITNESSES


1. Jack P. Gum, Plaintiff;
2. Any witness called by Defendant, on cross examination.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

1. Estimate of boarding and training cost from Thomas R. Reed submitted by Plaintiff to Defendant by letter dated March 26, 2007, and admissible pursuant to Pa.R.C.P. 1305 (b)(1);
2. Estimate of boarding and training cost from William E. Wise submitted by Plaintiff to Defendant by letter dated March 26, 2007, and admissible pursuant to Pa.R.C.P. 1305(b)(1);
3. Copy of check issued by Plaintiff for purchase of horse (attached to Complaint as Exhibit "A").

Respectfully submitted,

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

T.R. RANCH
THOMAS REED OWNER
R.D.# 1 BOX 353 A
WOODLAND, PA 16881

DEAR MR. RYAN

I got your letter, and Board is on
30 days AT 275.00. By The day it is 10.00
per day. As my Training is 400.00 per month.
I only do 20 rides for that, so it would be
20.00. which, if I ride it any more than
that, I don't charge any more for it. The
Lesson are 30.00 per lesson.

Thomas M Reed

3-25-07

WILLIAM E. WISE, V.M.D.



3460 Rte. 410 • Punxsutawney, PA 15767
Phone: 814-427-2424

I own and operate The Beaver Run Arena,
Boarding and Training Facility. Our Current Charges
for Board are \$250 per month which includes
use of Arena and limited Turn out.

Our Training Sessions from \$15 to \$25 per
Session depending on Clinician and Topic Being Presented
Sessions may run from 1 hr to 2 hours in length.

W. E. Wise V.M.D.

CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1
15 NORTH FRONT STREET

ATTORNEYS AT LAW
BELIN, KUBISTA & RYAN

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
KIM C. KESNER

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

August 28, 2007

Ronda J. Wisor
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: **Jack P. Gum vs. Tammy Murray**
No. 2007-53-C.D.

Dear Ronda:

Enclosed please find the Pre-Trial Statement submitted on behalf of the Plaintiff in the above matter pursuant to Local Rule 1306(a).

By copy of this letter, I am providing a copy to defense counsel as well as to the Arbitration Panel.

Very truly yours,

BELIN, KUBISTA & RYAN



John R. Ryan

JRR/kdm

Enclosure

cc: Jeffrey S. DuBois, Esquire (w/enc.)
Joseph Colavecchi, Esquire (w/enc.) ✓
Richard H. Milgrub, Esquire (w/enc.)
Barbara J. Hugney-Shope, Esquire (w/enc.)
Jack P. Gum (w/enc.)

HAND DELIVERED

JACK P GUM 1084 GREENWOOD RD CURWENSVILLE, PA 16833 PH 814-236-3239		1049 60-627/313
DATE <u>Jan 31, 2004</u>		
PAY TO THE ORDER OF <u>Karen Mowrey</u>	<u>\$ 10,000.00</u>	
<u>Ten Thousand 00/100</u>	DOLLARS <input checked="" type="checkbox"/>	
CNB COUNTY NATIONAL BANK OLD TOWN ROAD OFFICE, CLEARFIELD, PA		
FOR <u>Friesian</u>	<u>Jack P Gum</u>	
⑆031306278⑆ 1=4447=3⑈	1049 ⑈0001000000⑈	

02/04/2004 1049 \$10,000.00
10013547914

0114054044 02042004 031000040 FEB-PHILA ENT=1788-988-9267 PK=15 0410-0001-4 02032004 ENT=3731 TRC=3840 PK=13	02/02/04 DIST 003:CN 6839 043303277	FEB 02 04 <i>Karen Mowrey</i>
--	--	----------------------------------

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

JACK P. GUM,

Plaintiff

Vs.

TAMMY MURRAY,

Defendant

: No. 2007-53-CD

: Type of Pleading:

: **DEFENDANT'S PRE TRIAL**
: **STATEMENT**

: Filed on Behalf of:
: DEFENDANT

: Counsel of Record for This Party:

: Jeffrey S. DuBois, Esquire
: Supreme Court No. 62074
: 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

RECEIVED

AUG 29 2007

Court Administrator's
Office

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

JACK P. GUM,	:	No. 2007-53-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
Defendant	:	

DEFENDANT'S PRE TRIAL STATEMENT

I. BRIEF STATEMENT OF THE CASE

Plaintiff and Defendant were friends and had a close relationship. In January of 2004, as an expression of friendship towards the Defendant, Plaintiff bought a horse for Defendant as a gift to her. The purchase was made from Karen Mowrey where Plaintiff indicated to the seller that the horse was to be purchased for Defendant. Plaintiff had Defendant fill out the check at that time, and all title transfer and registration of the horse was done at that time, and placed and named Defendant as the owner of the horse.

From that day until the present time, Defendant has cared for and maintained the horse each and every day. At all times on that day, and thereafter, Plaintiff acknowledged the horse was Defendant's, and at all times Defendant treated the horse as her horse. Not until November of 2006, right before the filing of this suit, did counsel for Plaintiff contact Defendant attempting to assert Plaintiff's ownership of said horse.

II. CITATION TO APPLICABLE CASE OR STATUES

This case involves a gift from Plaintiff to Defendant, and acceptance of said gift by Defendant. For there to be a valid gift, there must be donative intent and delivery. Once prima facie evidence of a gift is shown, then it can only be rebutted by clear, precise, and convincing evidence.

III. LIST OF WITNESSES

- a. Defendant – Tammy Murray
- b. Georgie Murray – DuBois, Pennsylvania
- c. Gina Torrell – Reynoldsville, Pennsylvania
Will testify to the cost of boarding and training the horse
- d. Karen Mowrey – Reynoldsville, Pennsylvania

Defendant reserves the right to add additional witnesses with proper notice to the Court, Arbitrators, and opposing counsel.

IV. LIST OF EXHIBITS

- a. Title and registration for transfer of horse from seller to Defendant
- b. Pictures of the subject horse

Defendant reserves the right to add additional witnesses with proper notice to the Court, Arbitrators, and opposing counsel.

V. STATEMENT OF DAMAGES

Not applicable

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'J. DuBois', written over a horizontal line.

Jeffrey S. DuBois, Esquire
Attorney for Defendant


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

JACK P. GUM,	:	No. 2007-53-CD
	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
TAMMY MURRAY,	:	
	:	
Defendant	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 29th day of August, 2007, I served a true and correct copy of the within Pre Trial Statement by first class mail, postage prepaid, on the following:

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830



Jeffrey S. DuBois



JEFFREY S. DuBOIS

Attorney at Law

Phone: 814-375-5598

Fax: 814-375-8710

190 West Park Avenue • Suite #5 • DuBois, PA 15801

E-Mail: jsd.law@verizon.net

August 29, 2007

John R. Ryan, Esquire
P.O. Box 1
Clearfield, PA 16830

RE: Jack P. Gumm vs. Tammy Murray
No. 2007-53-CD

Dear John,

Enclosed please find a Pre-Trial Statement which I filed on behalf of my client in regards to the above captioned case.

Thank you for your attention in this matter.

Sincerely,

Jeffrey S. DuBois

JSD:tlm

Enclosure

Cc: Joseph Colavecchi, Esquire (w/enc.)
Barbara J. Hugney-Shope, Esquire (w/enc.)
Richard H. Milgrub, Esquire (w/enc.)
Tammy Murray (w/enc.)

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

No. 2007 - 53 - C.D.

**PLAINTIFF'S 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

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

JACK P. GUM,

Plaintiff

vs.

TAMMY MURRAY,

Defendant

:
:
:
:
:
:
:
:

No. 2007 – 53 – C.D.

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

In January of 2004, Plaintiff and Defendant entered into an oral agreement whereby Plaintiff would purchase a horse from Karen Mowery for \$10,000.00 and Defendant would board and train the horse. The horse was to be the property of Plaintiff. Due to Plaintiff's lack of sophistication, he requested that Defendant assist him with the purchase of the horse. Plaintiff executed and delivered a check to the seller, and the horse was delivered to the premises of the Defendant for boarding and training.

Plaintiff had requested on several occasions that the Defendant provide him with the horse's registration documents, which she failed to do. In November of 2006, Plaintiff learned that the horse had been registered in the name of the Defendant. He then requested that the horse be returned to him, or that he be reimbursed for the cost of the horse.

Plaintiff is willing to pay the reasonable cost of boarding the horse.

Defendant contends that the horse was purchased as a gift to her, or in the alternative contends that the cost of boarding the horse exceeds the value thereof.

Plaintiff requests that the panel award him possession of the horse, or in the alternative a refund of the purchase price thereof, less reasonable costs of board and training.

B. CITATIONS OF LAW OR STATUTE

The panel has the authority to award possession of the horse, or in the alternative the monetary value thereof, pursuant to Pa. R.C.P. 1085. Also, the panel is directed to the Explanatory Comment to Pa.R.C.P. 1301, which discusses the propriety of a compulsory arbitration panel to hear a replevin action.

C. WITNESSES

1. Jack P. Gum, Plaintiff;
2. Any witness called by Defendant, on cross examination.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

1. Estimate of boarding and training cost from Thomas R. Reed submitted by Plaintiff to Defendant by letter dated March 26, 2007, and admissible pursuant to Pa.R.C.P. 1305 (b)(1);
2. Estimate of boarding and training cost from William E. Wise submitted by Plaintiff to Defendant by letter dated March 26, 2007, and admissible pursuant to Pa.R.C.P. 1305(b)(1);
3. Copy of check issued by Plaintiff for purchase of horse (attached to Complaint as Exhibit "A").

Respectfully submitted,

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

T.R. RANCH
THOMAS REED OWNER
R.D.# 1 BOX 353 A
WOODLAND, PA 16881

DEAR MR. RYAN

I got your letter, and Board is on
30 days AT 275.00. By The day it is 10.00
per day. As my Training is 400.00 per month.
I only do 20 rides for that, so it would be
20.00. which, if I ride it any more than
that, I don't charge any more for it. The
Lesson are 30.00 per lesson

Thomas M Reed

3-25-07

WILLIAM E. WISE, V.M.D.



3460 Rte. 410 • Punxsutawney, PA 15767
Phone: 814-427-2424

I own and operate The Beaver Run Arena,
Boarding and Training Facility. Our Current Charges
for Board are \$250 per month which includes
use of Arena and limited Turn out.

Our Training Sessions from \$15 to \$25 per
Session depending on Clinician and Topic Being Presented
Sessions may run from 1 hr to 2 hours in length

W. E. Wise V.M.D.

MEMBER OF THE NEW ORLEANS INTERNATIONAL HORSE SHOW ASSOCIATION
 ADDRESS: **Tammy Murray**
 ADDRESS: **Box 209 M**
 POSTAL CODE: **90000**
 CITY: **Reynoldsville, PA 15851**
 PHONE: **814-653-8187**

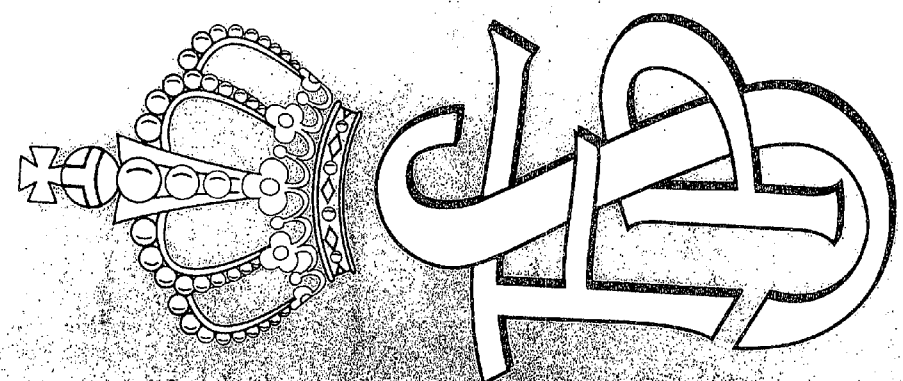
TELEPHONE: **814-653-8187**
 TELEFAX: **814-653-8187**
 FAX: **814-653-8187**

New Owner _____
 Address _____
 Telephone _____
 Signature Previous Owner _____
 Signature Secretary _____
 FHANA Secretary _____

Bij overdracht van het paard wordt dit bewijs overgedragen.
 Voor het verkrijgen van een nieuw geldig bewijs van inschrijving dient deze
 overdrachtsverklaring ingevuld en ondertekend te worden opgestuurd aan
 het F.P.S.
 Dit bewijs is en blijft eigendom van de vereniging en moet op eerste
 aanvraag van het bestuur worden ingeleverd.

Important information on transfer
 Before the transfer of the horse is effected, do not hesitate to consult the
 stud-book office for supplementary information.
 A valid certificate of registration always states the name of the present
 owner on the inside.
 Please always check whether the longue number referred to in this
 document corresponds with the number at the left bottom of the horse's
 longue.
 Horses born after 1996 always have chip numbers.
 Check whether the chip number on the certificate corresponds with the
 number inserted in the centre of the left neck tag 10 cm below the crest.
 This certificate of registration has been printed on the side in the colours
 yellow, yellow green and in light blue-grey and laminated with plastic at
 both sides. It is also authenticated with a Friesian Horse Stud-book (F.P.S.)
 relief stamp.

Stipulations
 On completion of the transfer, the abovementioned certificate becomes
 invalid.
 In order to obtain a new valid certificate of registration, this deed of transfer
 has to be sent to F.P.S. duly completed and signed.
 This certificate is and remains the property of the stud-book and has to be
 presented to the Board on demand.



KONINKLIJKE VERENIGING
 HET FRIESCH PAARDEN STAMBOEK
 OPGERICHT 12 JULI 1879
 BESCHERMVROUWE H.M. KONINGIN BEATRIX

Def 2

HANDTEKENING VORZIGER EIGENAAR SIGNATURE PROPRIETAIRES
 HANDELSCHRIJFT VORZIGER EIGENSTUMMER SIGNATURE ANCIEN PROPRIETAIRES
 HANDELSCHRIJFT VORZIGER EIGENSTUMMER SIGNATURE ANCIEN PROPRIETAIRES
 HANDELSCHRIJFT VORZIGER EIGENSTUMMER SIGNATURE ANCIEN PROPRIETAIRES

Wichtige Auskunft für eine Eigentumsübertragung
 Unterlassen Sie nicht ehe der Besitzerwechsel des Pferdes durch gelüht
 wird sich für weitere Auskunft mit dem Büro des Stammbuches in
 Verbindung zu setzen.
 Ein gültiger Schein der Eintragung im Stammbuch erwähnt immer auf der
 Innenseite den Namen des rechtmäßigen Eigentümers.
 Bitte, prüfen Sie immer nach, ob die Zungennummer in diesem Dokument
 mit der Nummer auf der Unterseite der Zunge des Pferdes übereinstimmt.
 Pferde die nach 1996 geboren sind, haben immer eine Chipnummer. Prüfen
 Sie, ob die Chipnummer auf dem Schein der Chipnummer entspricht.
 Dieser Schein ist und bleibt Eigentum des Stammbuches und soll nach
 Bedarf dem Vorstand vorgelegt werden.
 Dieser Schein ist auf die Innenseite gedruckt worden in den Farben gelb,
 gelb-grün und hellblau-grau und ist weiterhin an beiden Seiten
 plastifiziert und beidseitig durch einen kühnbaren Reliefstempel des
 Friesenpferd-Stammbuches (F.P.S.).

Bepalingen
 Bij een overdracht van het paard wordt dit bewijs overgedragen.
 Voor het verkrijgen van een nieuw geldig bewijs van inschrijving dient deze
 overdrachtsverklaring ingevuld en ondertekend te worden opgestuurd aan
 het F.P.S.
 Dit bewijs is en blijft eigendom van de vereniging en moet op eerste
 aanvraag van het bestuur worden ingeleverd.

Information importante en cas de transfert
 Ne manquez pas de vous mettre en rapport avec l'Office du Stud-Book
 pour obtenir les plus amples renseignements avant toutes transactions ou
 transfert d'équidé.
 Un certificat d'inscriptions mentionne toujours au côté intérieur le nom
 du propriétaire actuel.
 Il faut toujours vérifier si le numéro de langue mentionné sur le certificat
 est conforme à celui qui se trouve au côté intérieur gauche de la langue du
 cheval.
 Les chevaux nés après 1996 ont toujours un numéro de chip.
 Vérifiez si le numéro de chip figurant sur le certificat correspond au
 numéro du chip implanté dans la partie centrale du côté gauche de l'enco-
 lure, à 10 cm-dessous de la crinière.
 Ce certificat d'inscriptions est imprimé au côté intérieur dans les teintes
 jaune, jaune-vert et en bleu-gris clair larmé et plastifié.
 Il est authentifié par un timbre en relief du Stud-Book du Cheval Friesen.
 (F.P.S.)

Stipulations
 En cas de transfert du cheval, ledit certificat est annulé.
 Un nouveau certificat d'inscriptions vous sera délivré au vu de cette
 déclaration remplie, signée et transmise au F.P.S.
 Ce certificat est et reste la propriété du Stud-Book et doit être présenté à
 la première injonction de sa direction.

Bill of Sale

Date: Jan 31, 2004

Horse: Katjana M.

Registration: 200305222

Birth Date: April 17, 2003

Health Record

Worming: Pancor July and August 2003 ; Ivermectin November 2003

Vaccination:

September 19, 2003 - WNV; Rhino; Tet flu FFF EE; Rabies

October 10, 2003 - WNV; Rhino; Tet flu FFF EE

Buyer: Tammy Murray

Address: RR 1 Box 209 M

REYNOLDSVILLE, PA 15851

Seller: Karen A. Mowrey received \$10,000

Jack P. Gurn
1084 Greenwood RD
CURWENSVILLE PA 16833
221-2039

check # 1049
Jack Gurn
653-8187

Ref. 1