

07-53-CD

Jack P. Gum vs Tammy Murray

Jack Gum vs Tammy Murray  
2007-53-CD

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

**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. \$5.00  
01/11/2007  
JAN 11 2007 BCC  
Atty Ryan  
William A. Shaw  
Prothonotary/Clerk of Courts  
BCC 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**

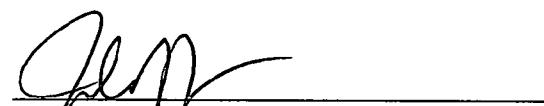
NOW COMES, Jack P. Gum, Plaintiff above named, and by his Attorneys, Belin, Kubista & Ryan, files his Complaint and in support thereof avers as follows:

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



COUNTY NATIONAL BANK

Page: 1

1049

JAN 31, 2004 60-627/313  
DATE

PAY TO THE ORDER OF Karen Mawrey \$ 10,000.00  
Ten Thousand 00 DOLLARS 7 Signature

CNB  
COUNTY NATIONAL BANK  
OLD TOWN ROAD OFFICE, CLEARFIELD, PA

FOR Friesian Jackie Gumm

100313062781 1=4,144,7=30 1049 100010000000

MAXIMUM VALUE PLAN

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

0114054044  
02042004  
031000040\_FRR=PHILA  
ENT=1525252828 PK=15  
0410-0001-4 PK=15  
02032004  
ENT=3731 TRC=3840 PK=13

02/02/04 DIST 003:CN 6839 ALL L  
LYNNVILLE FA 15951  
043363277

EE C 2 0 4

*Jackie Gumm*

EXHIBIT "A"

CLEARFIELD, PENNSYLVANIA 16830

P.O. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

BELIN, KUBISTA & RYAN

**FILED**

JAN 11 2007

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

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

o/n:50/u  
William A. Shaw  
Prothonotary/Clerk of Courts  
GR

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.

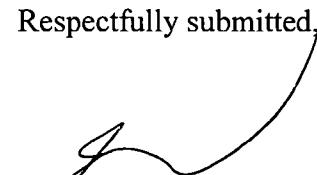
23. Plaintiff is not entitled to the said horse, or any monies, as this was a gift from Plaintiff to Defendant.

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.

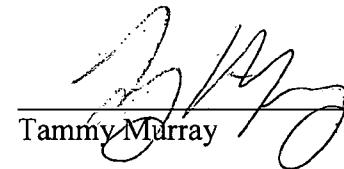
Respectfully submitted,

  
\_\_\_\_\_  
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: Katiana 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: Tommy Murray

Address: RR 1 Box 209 M

Reynoldsville, Pa 15851

Seller: James P. Gurn Received \$10,000

Jack P. Gurn  
1084 Greenwood RD  
Curwensville Pa 16833  
221-2529

Check # 1049

Jack Gurn

653-8187

NIJNWE EIGENAAR NEW OWNER NEUER EIGENTÜMER NOUVEAU PROPRIÉTAIRE  
 Naam van overdracht DATE OF TRANSFER  
 Naam der eigentumsoverdrachting DATE OF TRANSFER

Naam van overdracht DATE OF TRANSFER  
 Naam der eigentumsoverdrachting DATE OF TRANSFER

Handtekening nieuwe eigenaar SIGNATURE NEW OWNER  
 Unterschrift des neuen Eigentümers SIGNATURE NOUVEAU PROPRIÉTAIRE

Naam van overdracht DATE OF TRANSFER  
 Naam der eigentumsoverdrachting DATE OF TRANSFER

Handtekening vorige eigenaar SIGNATURE PREVIOUS OWNER  
 Unterschrift vorigen Eigentümer SIGNATURE ANCIEN PROPRIÉTAIRE

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.

Handtekening nieuwe eigenaar SIGNATURE NEW OWNER  
 Unterschrift des neuen Eigentümers SIGNATURE NOUVEAU PROPRIÉTAIRE

*Authorisation to Transfer  
 a/c. Sabine Engels*

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 Friesenpferden Stammbuches (F.P.S.).

#### Bestimmungen

*Bei einem Besitzerwechsel des Pferdes, wird dieser Schein ungültig!*

Zur Erwerbung eines neuen und gültigen Scheines, soll man die Eigentumsübertragungsverklärung 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 si le numéro de chip figurant sur le certificat correspond au numéro du chip implanté dans la partie centrale du côté gauche de l'enclure, 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 Frison. (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 13<sup>th</sup> 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. : No. 2007 - 53 - C.D.  
TAMMY MURRAY, :  
Defendant :  
:

**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 3cc  
01/4/07 Atty Ryan  
FEB 21 2007  
(68)

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 : :

**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 then 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

CLEARFIELD, PENNSYLVANIA 16830

P.O. BOX 1  
15 NORTH FRONT STREET

ATTORNEYS AT LAW  
BELLIN, KUBISTA & RYAN

**FILED**

**FEB 21 2007**

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.

**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  
01/23/2007  
FEB 22 2007  
NO CC  
JW

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 22<sup>nd</sup> 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

CLIFFFIELD, PENNSYLVANIA 16830  
P.O. BOX 111  
15 NORTH FRONT STREET  
ATTORNEYS AT LAW  
BELLIN, KUBISTA & RYAN

**FILED**

**FEB 22 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

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

(6K)

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 2/27/07

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

DATE JURY DEMAND FILED:

N/A

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  
01/29/00 LM  
APR 25 2007

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**

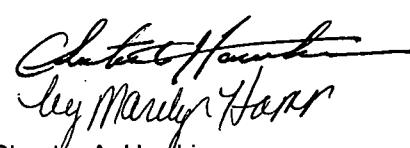
**RETURN COSTS**

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 30<sup>th</sup>  
day of Jan. 2007  
By Reyga S. Best

My Commission Expires the  
1st Monday, January 2010

So Answers,

Bill Dombrowski Deputy

Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

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 Atty  
011:35 cm DuBois  
MAY 07 2007  
cm

William A. Shaw  
Prothonotary/Clerk of Courts

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

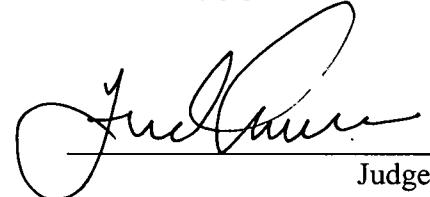
JACK P. GUM, : No. 2007-53-CD  
Plaintiff :  
: Vs.  
: :  
TAMMY MURRAY, :  
Defendant :  
:

**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 16th day of  
September, 2007, at 9:00 o'clock, A.M., at the Clearfield County  
Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Judge

FILED  
01353613cc  
MAY 09 2007 Amy  
Subois

William A. Shaw  
Prothonotary/Clerk of Courts

FILED  
MAY 09 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

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:

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

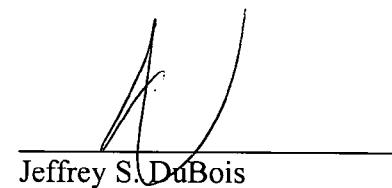
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JACK P. GUM, : No. 2007-53-CD  
Plaintiff :  
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.

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

TAMMY MURRAY

ORDER

AND NOW, this 20<sup>th</sup> 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, 2<sup>nd</sup> 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.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
02:50 PM 6K  
JUL 20 2007

William A. Shaw  
Prothonotary/Clerk of Courts

6CC TO  
CJA - WILL SERVE

(6K)

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

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 *3ce A/H*  
0/2/15 LM *DuBois*  
AUG 24 2007  
*LS*

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 :  
:

ORDER

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

IT IS HEREBY ORDERED AND DECREED, said motion is granted *denied* *PLC*

BY THE COURT:

*Paul E Cleary*  
Judge

FILED *300*  
*01022007* *Atty Dubois*  
*AUG 27 2007* *GK*

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**AUG 27 2007**

**William A. Shaw  
Prothonotary/Clerk of Courts**

DATE: 8/27/07

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:

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  $\frac{1}{2}$  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,



---

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 24<sup>th</sup> 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. : No. 2007-53-C.D.  
TAMMY MURRAY, :  
Defendant :  
:

**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**  
03:59 P.M. 6K  
AUG 28 2007  
NO CC  
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 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-Karthaus Hwy.

P.O. Box 232

Frenchville, PA 16836

Arbitrator

Via First Class United States Mail

BELIN, KUBISTA & RYAN



---

John R. Ryan

Attorney for Defendant

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

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

JACK P. GUM,

Plaintiff

: No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

: 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  
01/24/07  
AUG 29 2007  
300 Atty  
GK

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 :  
:

**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**

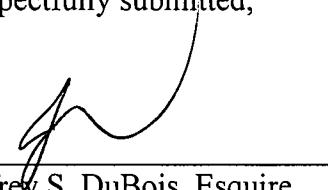
AND NOW, comes the Defendant, Tammy Murray, by and through her attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Telephonic Testimony, and in support thereof avers the following:

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  $\frac{1}{2}$  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, : No. 2007-53-CD  
Plaintiff :  
: Vs. :  
: :  
TAMMY MURRAY, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 29<sup>th</sup> 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

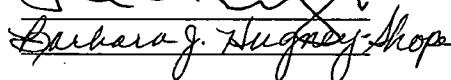
**OATH OR AFFIRMATION OF ARBITRATORS**

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.

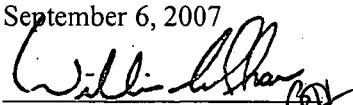
  
Chairman

Richard H. Milgrub, Esq.

  
Barbara J. Hugney-Shope

Barbara J. Hugney-Shope, Esq.

Sworn to and subscribed before me this  
September 6, 2007

  
William A. Shaw

Prothonotary

**FILED**

01/15/2007  
SEP 06 2007

  
William A. Shaw  
Prothonotary/Clerk of Courts

**AWARD OF ARBITRATORS**

Now, this 6th day of September, 2007, we the undersigned arbitrators appointed in Notice to Atlys Ryan, Dubois 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.*

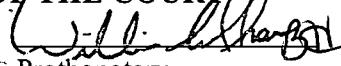
  
Barbara J. Hugney-Shope  
Chairman

(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 10th 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**

  
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 William A. Shaw

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

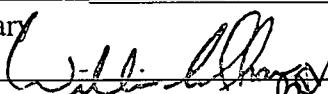
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on September 6, 2007, and have awarded:

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

No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

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 – 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**

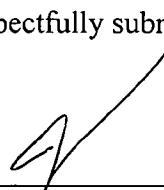
- a. Title and registration for transfer of horse from seller to Defendant
- b. Pictures of the subject horse

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,

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendant

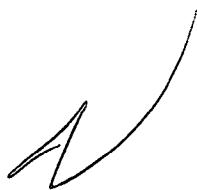
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

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

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 27<sup>th</sup> 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.

No. 2007-53-C.D.

TAMMY MURRAY,

Defendant

**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 2001

Court Administrator's  
Office

RECEIVED

AUG 4 3 2001

Court Administrator's  
Office

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  
Lessons 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 Area, Boarding and Training Facility. Our Current Charge for Board are \$250 per Month which includes use of Area and limited Turn out.

Our Training Sessions from \$15 to \$25 per Session depending on Chincian and Tropis Beig horses. Sessions may run from 1/2 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**



## COUNTY NATIONAL BANK

Page: 1

JACK P GUM		1049
1084 GREENWOOD RD		
CURWENSVILLE, PA 16833		
PH 814-236-3239		
		Jan 31, 2004
		60-627/313
		DATE
PAY TO THE ORDER OF <u>Karen Mawrey</u>		\$ 10,000.00
Ten Thousand <u>00</u> <u>100</u>		DOLLARS <input checked="" type="checkbox"/>
MAXIMUM VALUE PLAN		
 COUNTY NATIONAL BANK OLD TOWN ROAD OFFICE, CLEARFIELD, PA		
FOR	<u>Friesian</u>	
10313062781		1049 1000000000

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

P- 1

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

JACK P. GUM,

Plaintiff

No. 2007-53-CD

Vs.

TAMMY MURRAY,

Defendant

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,



---

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 27<sup>th</sup> 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.

No. 2007 - 53 - C.D.

TAMMY MURRAY,

Defendant

**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.

No. 2007 - 53 - C.D.

TAMMY MURRAY,

Defendant

**PLAINTIFF'S PRE-TRIAL STATEMENT**

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BELIN, KUBISTA & RYAN



---

John R. Ryan  
Attorney for Plaintiff

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

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Thomas M Reed

3-25-07

# WILLIAM E. WISE, V.M.D.



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Phone: 814-427-2424

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W. E. Wise V.M.D.



# 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: Timmy Murray

Address: RR 1 Box 209 M

REYNOLDSVILLE, PA 15851

Seller: Karen Murray received \$10,000

Jack P. Gum  
1084 Greenwood RD  
Curwensville, Pa 16833  
221-2029

Check # 1049

Jack Gum  
653-8187

Ref. 1