



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
(Civil Division)

ALICE W. ANGER,  
Plaintiff

vs.

CHARLES P. KISER and  
JAMES CONTI,  
Defendants

No. 2007- 339 -CD

Type of Pleading:  
COMPLAINT

Filed on behalf of:  
PLAINTIFF

Counsel of Record for This Party:

S. Casey Bowers, Esquire  
Supreme Court No. 89032  
Hanak, Guido & Taladay  
P.O. Box 487  
DuBois, PA 15801  
(814) 371-7768

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William A. Shaw  
Prothonotary/Clerk of Courts

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ALICE W. ANGER,  
Plaintiff

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JAMES CONTI,  
Defendants

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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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
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ALICE W. ANGER,	:	
Plaintiff	:	No. 2007-_____-CD
	:	
vs.	:	
	:	
CHARLES P. KISER and	:	
JAMES CONTI,	:	
Defendants	:	

COMPLAINT

AND NOW, comes Plaintiff, Alice W. Anger, by and through her attorneys,  
Hanak, Guido & Taladay, and brings this Complaint averring as follows:

1. The Plaintiff is Alice W. Anger, an adult individual, whose current address is 267 Camp Run Road, Harmony, Pennsylvania 16037.
2. Defendant, Charles P. Kiser, is an adult individual whose current address is 750 Hatton Road, Luthersburg, Clearfield County, Pennsylvania 15848.
3. Defendant, James Conti, is an adult individual whose current address is 520 Center Hill Road, Pittsburgh, Pennsylvania 15239.
4. At all times pertinent hereto, Plaintiff was and continues to be the fee simple owner of that certain tract of real property in Bell Township, Clearfield County, Pennsylvania, bound and described as follows:

Bounded on the North by lands now or formerly of Harry Frantz;  
On the East by lands now or formerly of Samuel Stagner;  
On the South by lands now or formerly of Phillip Hoffman;  
On the West by lands now or formerly of Slemmer Brothers.  
CONTAINING fifty (50) acres, more or less.  
Having thereon erected, a two-story frame dwelling.

(hereinafter the "Anger Tract")

5. Plaintiff became vested in the Anger Tract by virtue of the following chain

of title:

Deed Book Volume 1608, page 294, dated March 22, 1994 and recorded May 31, 1994 from John J. Rigg and Philomena L. Rigg, his wife, to Keith R. Anger and Alice W. Anger, husband and wife as tenants by the entireties. Containing 59 acres in Bell Township, Clearfield County, PA. Excepting and reserving minerals. General Warranty Deed.

Deed Book Volume 896, page 155, dated March 26, 1973 and recorded July 8, 1983, from The Wilderness, Inc., to John J. Rigg and Philomena Rigg, his wife. Containing 59 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. General Warranty Deed.

Deed Book Volume 486, page 186, dated October 25, 1960 and recorded October 28, 1960 from Emery C. Mahaffey and Ruth Mahaffey, his wife, to The Wilderness, Inc. Containing 59 acres in Bell Township, Clearfield County Pennsylvania. Excepting and reserving minerals. General Warranty Deed.

Deed Book Volume 433, page 413, dated July 11, 1953 and recorded January 22, 1954 from George W. Kerr and Elsie L. Kerr his wife, to Emery C. Mahaffey and Ruth Mahaffey, husband and wife as tenants by the entireties. Containing 59 acres in Bell Township, Clearfield County, Pennsylvania. Special Warranty Deed.

Deed Book Volume 297, page 406 dated September 19, 1930 and recorded October 25, 1930 from John F. Wingert and F.E. Seyler, Executors of the Last Will and Testament of William Wingert, to G.W. Kerr. Containing 59 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Special Warranty Deed.

Deed Book Volume 61, page 472 dated February 23, 1891, from John F. Weaver and Rebecca, his wife, and N.N. Betts and Margaret, his wife, to James Radaker and William Wingert, and William A. Osbourne and Charles Schwem(?). Containing 1065 acres and 735 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warranty Deed.

6. At all times pertinent hereto, Defendants were and continue to be fee simple owners of a certain piece of real property located in Bell Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a hemlock (down) now a post corner;  
THENCE by lands now or formerly of Wingert, Radaker and Co. or formerly of FH Frantz, West, 80 perches to a post;  
THENCE by lands now or formerly of said Wingert, Radaker and Co., South, 140 perches to a post;  
THENCE by lands now or formerly of said Wingert, Radaker and Co., 80 perches to a post and the place of beginning.  
CONTAINING within these boundaries, 70 acres.

(hereinafter the "Kiser and Conti Tract")

7. Defendant, Kiser, became vested in a one half (1/2) undivided interest of the Kiser and Conti Tract by virtue of the following chain of title:

Deed Book Volume 1125, page 23 dated November 25, 1986 and recorded December 1, 1986 from Marie N. Kiser, widow, to Charles P. Kiser, married. Conveyed an undivided one half interest in 70 acres in Bell Township, Clearfield County, PA. Excepting and reserving minerals. Subject to. General Warranty Deed.

Deed Book Volume 388, page 102 dated October 16, 1947 and recorded October 29, 1947 from James McAninch and Anna McAninch, his wife, to Paul J. Kiser and Marie N. Kiser, husband and wife as tenants by the entireties. Conveying an undivided one half interest in 70 acres in bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. General Warranty Deed.

Deed Book Volume 250, page 174 dated April 30, 1921 and recorded May 17, 1921 from Morris B. Sawyer and Edity M. Sawyer, husband and wife, to James C. McAninch. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 232, page 272 dated February 8, 1919 and recorded February 12, 1919 from Samuel Stagner to Morris B. Sawyer and Edith M. Sawyer. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 140, page 260 dated April 27, 1904 and recorded May 10, 1904 from Harry Kramer and Mable L. Kramer to Samuel Stagner. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 115, page 90 dated December 29, 1900 and recorded December 29, 1900 from Samuel Stegner to Harry Kramer and Mable L. Kramer. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 86, page 160 dated October 18, 1894 and recorded November 28, 1894 from William Wingert and Louisa, his wife, James Radaker and Amelia, his wife, Charles Schwem(?) and Sarah, his wife, W.A. Osbourne and his wife, to Samuel Stegner. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Excepting and reserving timber. To have and to hold.

Deed Book Volume 61, page 472 dated February 23, 1891, from John F. Weaver and Rebecca, his wife, and N.N. Betts and Margaret, his wife, to James Radaker and William Wingert, and William A. Osbourne and Charles Schwem(?). Containing 1065 acres and 735 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warranty Deed

8. Defendant, Conti, became vested in an undivided one half (1/2) interest to the Kiser and Conti tract by virtue of the following chain of title:

Instrument Number 2005-09408 dated June 28, 2005 and recorded June 23, 2005 to from Violet L. Conti, Trustee of the Conti Family Revocable Trust, to James A. Conti, individually for an undisclosed consideration. Conveyed 50% interest in 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Subject to. Warrant and defend.

Deed book Volume 1849, page 363 dated June 11, 1997 and recorded June 13, 1997 from James Conti and Violet Lillian Conti, husband and wife, to James Conti and Violet L. Conti, Trustees of the Conti Family Revocable Trust. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. General Warranty Deed.

Deed Book Volume 388, page 100 dated October 16, 1947 and recorded October 29, 1947 from James McAninch and Anna McAninch, his wife, to James Conti and Violet Lillian Conti, husband and wife as tenants by the entireties. Conveying an undivided one half interest in 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. General Warranty Deed.

Deed Book Volume 250, page 174 dated April 30, 1921 and recorded May 17, 1921 from Morris B. Sawyer and Edith M. Sawyer, husband and wife, to James C. McAninch. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 232, page 272 dated February 8, 1919 and recorded February 12, 1919 from Samuel Stagner to Morris B. Sawyer and Edith M. Sawyer. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 140, page 260 dated April 27, 1904 and recorded May 10, 1904 from Harry Kramer and Mable L. Kramer to Samuel Stagner. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and forever defend.

Deed Book Volume 115, page 90 dated December 29, 1900 and recorded December 29, 1900 from Samuel Stegner to Harry Kramer and Mable L. Kramer. Containing 70 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warrant and Forever Defend.

Deed Book Volume 61, page 472 dated February 23, 1891, from John F. Weaver and Rebecca, his wife, and N.N. Betts and Margaret, his wife, to James Radaker and William Wingert, and William A. Osbourne and Charles Schwem(?). Containing 1065 acres and 735 acres in Bell Township, Clearfield County, Pennsylvania. Excepting and reserving minerals. Warranty Deed



9. Defendants claim ownership of a strip of land owned by Plaintiff along the Eastern boundary line of the Anger Tract and the western boundary of the Kiser and Conti Tract which is approximately 2,525.265 feet in length and approximately 175.07 feet in width (hereinafter the "Disputed Land").

**COUNT I**  
**ANGER V. KISER AND CONTI**  
**(PA RCP 1061(b)(1))**

10. Plaintiff incorporates paragraphs 1 through 9 herein and makes them a part hereof.

11. Defendants continue to claim title to the Disputed Land as is evidenced by Defendant's recent removal of timber from the Disputed Land.

WHEREFORE, Plaintiff files this action and respectfully requests that Defendants, their successors and assigns and any other person, persons, entity or entities claiming or who might claim under them and all persons or entities having claim to the Disputed Land:

(a) Be ordered to bring an Action in Ejectment to establish whatever claim they may have to the Disputed Land within a time set by the Court or forever be barred from asserting any right, title or interest in the said Disputed Land inconsistent with Plaintiff's title thereto;

(b) That the Court declare Plaintiff to be the sole owner and to be entitled to the exclusive possession of the Disputed Land; and

(c) That the Court make such other orders as may be necessary to establish the title of the Disputed Land to Plaintiff and grant Plaintiff appropriate relief.

**COUNT II**  
**IN THE ALTERNATIVE**  
**ANGER V. KISER AND CONTI**  
**PA RCP 1051 EJECTMENT**

12. Plaintiff incorporates paragraphs 1 through 11 herein and makes them a part hereof.

13. Defendants Kiser and Conti have unlawfully claimed the Disputed Land and continue to claim title and possession of the Disputed Land both without the right or authority of law and seek to oust and effectively has ousted Plaintiff from the Disputed Land.

WHEREFORE, Plaintiff files this action in the alternative and respectfully requests that:

(a) Judgment be entered against Defendants and in favor of Plaintiff, ejecting Defendants from the Disputed Land, restoring Plaintiff to possession of the Disputed Land and confirming her title thereto; and

(b) That the Court make such orders as may be necessary to establish the title of the Disputed Land to Plaintiff and to grant her appropriate relief.

**COUNT III**  
**ANGER V. KISER AND CONTI**  
**TIMBER TRESPASS AND CONVERSION**

14. Plaintiff incorporates paragraphs 1 through 13 herein and makes them a part hereof.

15. On or about March 29, 2006, Defendants and/or contracted loggers acting on behalf of Defendants, entered onto Disputed Land and cut and/or removed timber valued in excess of \$17,795.00 therefrom.

16. In addition, Defendants and/or their contracted loggers, otherwise disturbed vegetation and caused damage to the Disputed Land in excess of \$2,000.00 .

17. As a result of Defendants' wrongful conduct, Plaintiff was forced to retain the services of a forester in an effort to ascertain the value of the timber wrongfully removed and/or damaged by Defendants' actions. As such, Plaintiff incurred forester fees in excess of \$1,060.00.

18. Defendants' conduct, wrongfully removing timber from Plaintiff's land as set forth herein, constitutes a wrongful, willing, and/or negligent conversion of timber. As such, Plaintiff is entitled to double or treble damages as provided pursuant to 42 Pa.C.S.A. § 8311,

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment in her favor and against Defendants in an amount in excess of \$25,000.00 together with statutory damages as provided in 42 Pa.C.S.A. § 8311, and any other relief this Court deems just and appropriate.

Respectfully submitted;

Hanak, Guido & Taladay

A handwritten signature in black ink, appearing to be 'S. Casey Bowers', written over a horizontal line.

S. Casey Bowers, Attorney for Plaintiff

**VERIFICATION**

I, ALICE W. ANGER, do hereby verify that I have read the foregoing COMPLAINT. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 1-22-07

*Alice W. Anger*  
ALICE W. ANGER, Plaintiff

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CIVIL DIVISION

**ALICE W. ANGER,**  
Plaintiff,

v.

**CHARLES P. KISER and**  
**JAMES CONTI,**  
Defendants.

NO. 2007 – 339 – CD

TYPE OF PLEADING:  
**Answer and Counterclaim**

Filed on behalf of: Defendants,  
Charles P. Kiser and James Conti

Counsel of Record for Defendants:  
**ROSS F. FERRARO, ESQ.**  
Supreme Court No. 79218

FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824  
Phone: (814) 268-2202

**FILED** <sup>2cc</sup>  
m 110:4061 Amy  
APR 27 2007 Ferraro

William A. Shaw  
Prothonotary/Clerk of Courts

(6R)

IN THE COURT OF COMMON PLEAS OF  
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Plaintiff,

v.

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**JAMES CONTI,**  
Defendants.

NO. 2007 – 339 – CD

**NOTICE TO DEFEND**

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**JAMES CONTI,**  
Defendants.

NO. 2007 – 339 – CD

**ANSWER AND COUNTERCLAIM**

**ANSWER**

**AND NOW**, come the Defendants, **CHARLES P. KISER and JAMES CONTI**, by and through their Attorneys, **FERRARO, KRUK & FERRARO, LLP**, and file the within Answer and Counterclaim in response to Plaintiff's Complaint, and in support thereof aver as follows:

1. Admitted.
2. Admitted.
3. Admitted.

4. **DENIED.** It is Denied that Plaintiff ever was or continues to be the fee simple owner of certain tracts of real property in Bell Township, Clearfield County, Pennsylvania as averred in Plaintiff's Complaint and Paragraph 4 thereof, and all averments of Paragraph 4 of Plaintiff's Complaint are denied in their entirety, and strict proof of the same is demanded at Trial.

5. **DENIED.** It is Denied that Plaintiff became vested in the Anger Tract by virtue of the alleged chain of title set forth in Plaintiff's Complaint, and all averments of Paragraph 5 of Plaintiff's Complaint are denied in their entirety, and strict proof of the same are demanded at Trial.

6. Admitted in part and Denied in part. It is admitted that at all times pertinent hereto, Defendants were and continue to be fee simple owners of a certain piece of real property located in Bell Township, Clearfield County, Pennsylvania, including the alleged "Disputed Land," but all other averments of Paragraph 6 of Plaintiff's Complaint are **DENIED** in their entirety and strict proof of the same is demanded at Trial, including the boundaries and descriptions of the said property set forth by Plaintiff. By way of further response, Defendants are the fee simple owners of their piece of real property located in Bell Township, Clearfield County, Pennsylvania, which includes the "Disputed Land," as acquired in the Deeds transferring ownership to Defendants as well as their predecessors in title, and the Defendants are the owners of all of the land in question by authority of law.

7. Admitted in part and Denied in part. It is admitted that Defendant, **KISER**, became vested in a one-half (1/2) undivided interest in/and owned by Kiser and Conti, but all other averments of Paragraph 7 of Plaintiff's Complaint are denied and all averments regarding the description and chain of title for the same are denied in their entirety, and strict proof of the same is demanded at Trial. By way of further response, the Defendant, **KISER**, reserves the right to provide his own chain of title to evidence his ownership and property rights in the Kiser and Conti Tract and "Disputed Land."

8. Admitted in part and Denied in part. It is admitted that Defendant, **CONTI**, became vested in a one-half (1/2) undivided interest in/and owned by Kiser and Conti, but all other averments of Paragraph 7 of Plaintiff's Complaint are denied and all averments regarding the description and chain of title for the same are denied in their entirety, and strict proof of the same is demanded at Trial. By way of further response, the Defendant, **CONTI**, reserves the right to provide his own chain of title to evidence his ownership and property rights in the Kiser and Conti Tract and the "Disputed Land."



9. **DENIED.** It is Denied that the Defendants simply claim ownership of a strip of land owned by Plaintiff as set forth in Plaintiff's Complaint, and all averments of Paragraph 9 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial. To the contrary, and by way of further response, the Defendants are in fact the record and lawful owners of the strip of land which the Plaintiff alleges is "Disputed Land" in the Plaintiff's Complaint, and the Defendants and their predecessors are and always have been the owners of the property area in question by record title, as well as by authority of law.

**ANSWER TO COUNT I**

**ANGER V. KISER AND CONTI  
(PA RCP 1061(b)(1))**

10. Defendants hereby incorporate Paragraph 1 through 9 of the above Answer as if the same were fully set forth at length herein. To the extent that any answer is required to Paragraph 10 of Plaintiff's Complaint, said Paragraphs are denied in their entirety and strict proof of the same is demanded at Trial.

11. Admitted in part and Denied in part. It is admitted that the Defendants continue to claim title and ownership to the "Disputed Land" and properties in question, but all other averments of Paragraph 11 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, the Defendants and their predecessors in title have always claimed ownership and title to the "Disputed Land" and property in question, as evidenced by their record title ownership, as well as their ownership by authority of law.

**WHEREFORE,** Defendants respectfully request this Honorable Court to deny all claims or relief sought by the Plaintiff against the Defendants, and further request that the Court enter judgment in favor of Defendants against the Plaintiff, declaring that the Defendants are the sole and lawful owners of the "Disputed Land," with the rights of exclusive possession of the property area in question, as well as any other relief that the Court deems necessary to establish and verify the title of the "Disputed Land" to the Defendants.

**ANSWER TO COUNT II**  
**IN THE ALTERNATIVE**  
**ANGER V. KISER AND CONTI**  
**(PA RCP 1051 EJECTMENT)**

12. Defendants hereby incorporate Paragraphs 1 through 11 of the above Answer as if the same were fully set forth at length herein. To the extent that any answer is required to Paragraph 12 of Plaintiff's Complaint, said Paragraphs are denied in their entirety and strict proof of the same is demanded at Trial.

13. **.DENIED.** It is Denied that Defendants, **KISER and CONTI**, have unlawfully claimed the "Disputed Land" or that they continue to claim title and possession of the "Disputed Land" without right or authority of law, and all averments of Paragraph 13 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial. To the contrary, and by way of further response, the Defendants, **KISER and CONTI**, have always lawfully claimed the land and property in question, and they have continued to properly hold and claim title and possession of the land by legal right, by record title, and also by authority of law.

**WHEREFORE**, Defendants respectfully request this Honorable Court to deny any and all claims of Plaintiff against the Defendants, and request that a judgment be entered in favor of Defendants against Plaintiff, requesting the Court to acknowledge and verify Defendants rights to ownership and possession of the land in question, and such other relief as the Court deems necessary.

**ANSWER TO COUNT III**  
**ANGER V. KISER AND CONTI**  
**TIMBER TRESPASS AND CONVERSION**

14. Defendants hereby incorporate Paragraphs 1 through 13 of the above Answer as if the same were fully set forth at length herein. To the extent that any answer is required to Paragraph 14 of Plaintiff's Complaint, the said Paragraphs are denied in their entirety and strict proof of the same is demanded at Trial.

15. **DENIED.** It is Denied that Defendants or any contracted loggers acting on behalf of Defendants improperly entered onto any "Disputed Land" or that they cut or removed timber valued in excess of \$17,795.00, and all averments of Paragraph 15 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial. To the contrary, and by way of further response, any timber that was cut or removed by Defendants was done on their own land by right of record title and other authority of law.

16. **DENIED.** It is Denied that the Defendants or their contracted loggers disturbed vegetation or caused damage to any "Disputed Land" in excess of \$2,000.00, as alleged by Plaintiff, and all averments of Paragraph 16 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial.

17. **DENIED.** It is Denied that Plaintiff was forced to retain the services of a forester in an effort to ascertain the value of any timber wrongfully removed or damaged by Defendants' actions, and all averments of Paragraph 17 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial.

18. No answer is required, as the averments of Paragraph 18 of Plaintiff's Complaint contain conclusions of law to which no response is necessary. To the extent that any answer is required, all averments of Paragraph 18 of Plaintiff's Complaint are denied in their entirety and strict proof of the same is demanded at Trial.

**WHEREFORE,** Defendants respectfully request this Honorable Court to deny any and all claims of the Plaintiff against the Defendants, and further request this Honorable Court to enter judgment in favor of the Defendants against the Plaintiff, and any other relief this Court deems just and appropriate.

### **COUNTERCLAIM**

**AND NOW**, come the Defendants, by their attorneys, FERRARO, KRUK & FERRARO, LLP, and file the within Counterclaim against the original Plaintiff, **ALICE W. ANGER**, and in support thereof, aver as follows:

19. Defendants hereby incorporate Paragraph 1 through 18 herein and make them a part hereof as though fully set forth at length herein.

20. The Defendant, **CHARLES P. KISER**, (hereinafter "**KISER**"), is an adult individual whose current address is 750 Hatten Road, Luthersburg, Clearfield County, Pennsylvania 15848.

21. The Defendant, **JAMES CONTI**, (hereinafter "**CONTI**"), is an adult individual whose current address is 520 Center Hill Road, Pittsburgh, PA 15239.

22. The original Plaintiff is **ALICE W. ANGER**, (hereinafter "**ANGER**"), an adult individual whose current address is 267 Camp Run Road, Harmony, PA 16037.

23. At all times pertinent hereto, Defendants were and continue to be the fee simple owners of that certain tract of real property in Bell Township, Clearfield County, Pennsylvania, bounded and described as follows, (hereinafter referred to as the "**KISER AND CONTI TRACT**");

**ALL** that certain piece or messuage of land situate in the **TOWNSHIP OF BELL**, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a hemlock (down) now a post corner; thence by lands now or formerly of Wingert, Radaker and Company, North, 140 perches to a post; thence by land now or formerly of F. H. Frantz, West, 80 perches to a post; thence by land now or formerly of said Wingert, Radaker and Company, South, 140 perches to a post; thence by land now or formerly of said Wingert, Radaker and Company, 80 perches to a post and the place of beginning.

**CONTAINING** within these boundaries seventy (70) acres or more.

**EXCEPTING and RESERVING**, nevertheless, all coal, fire clay and other minerals contained in, upon or under said lands, with the right of ingress, egress and regress to enter upon said lands for the purposes of mining and removing said minerals as the same are reserved in a former Deed to the above described premises, to wit: Indenture from John F. Weaver, et al. to James Radaker, et al., bearing date the 23<sup>rd</sup> of February, 1891, and recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book 61, at page 472.

**SUBJECT** to prior restrictions, reservations, exceptions, easements, rights of way and other servitudes of record.

24. Defendant, **KISER** became vested in a one-half (1/2) undivided interest of the Kiser and Conti Tract by virtue of the following chain of title:

(a) Deed Book 61, page 472 is a Deed from John F. Weaver & Rebecca Weaver, his wife, and W. W. Betts & Magaret I. Betts, his wife, to James Radaker, William Wingert, William A. Osborn & Charles Schwem for 1065 acres.

(b) Deed Book 86, page 160 is a Deed from William Wingert & Louise Wingert, his wife, James Radaker & Amelia Radaker, his wife, Charles Schwem & Sarah Schwem, his wife, and William A. Osborn & Maggie Osborn, his wife, to Samuel Stegner for 70 acres.

(c) Deed Book 115, page 90 is a Deed from Samuel Stegner to Harry Kramer & Mabel L. Kramer for 70 acres.

(d) Deed Book 140, page 260 is a Deed from Harry Kramer & Mabel L. Kramer, his wife, to Samuel Stagner for 70 acres.

(e) Deed Book 232, page 272 is a Deed from Samuel Stagner to Morris B. Sawyer & Edith M. Sawyer for 70 acres.

(f) Deed Book 250, page 174 is a Deed from Morris B. Sawyer & Edith M. Sawyer, husband and wife, to James C. McAninch for 70 acres.

(g) Deed Book 388, page 102 is a Deed from James McAninch & Anna McAninch to Paul J. Kiser & Marie W. Kiser, his wife, for a ½ interest in 70 acres.

(h) Record Book 1125, page 23 is a Deed from Marie N. Kiser, widow, to Charles P. Kiser for a ½ interest in 70 acres.

25. Defendant, **CONTI**, became vested in a one-half (1/2) undivided interest of the Kiser and Conti Tract by virtue of the following chain of title:

(a) Deed Book 61, page 472 is a Deed from John F. Weaver & Rebecca Weaver, his wife, and W. W. Betts & Margaret I. Betts, his wife, to James Radaker, William Wingert, William A. Osborn & Charles Schwem for 1065 acres.

(b) Deed Book 86, page 160 is a Deed from William Wingert & Louise Wingert, his wife, James Radaker & Amelia Radaker, his wife, Charles Schwem & Sarah Schwem, his wife, and William A. Osborn & Maggie Osborn, his wife, to Samuel Stegner for 70 acres.

(c) Deed Book 115, page 90 is a Deed from Samuel Stegner to Harry Kramer & Mabel L. Kramer for 70 acres.

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(e) Deed Book 232, page 272 is a Deed from Samuel Stagner to Morris B. Sawyer & Edith M. Sawyer for 70 acres.

(f) Deed Book 250, page 174 is a Deed from Morris B. Sawyer & Edith M. Sawyer, husband and wife, to James C. McAninch for 70 acres.

(g) Deed Book 388, page 100 is a Deed from James McAninch & Anna McAninch to James Conti & Violet Lillian Conti, his wife, for a 1/2 interest in 70 acres.

(h) Record Book 1849, page 363 is a Deed from James Conti & Violet Lillian Conti, husband and wife, to James Conti & Violet L. Conti, Trustees on behalf of the Conti Family Revocable Trust for a 1/2 interest in 70 acres.

(i) Instrument No. 200509408 is a Deed from Violet L. Conti, Trustee of the Conti Family Revocable Trust to James A. Conti for a 1/2 interest in 70 acres.

26. Plaintiff became the fee simple owner of her tract of real property in Bell Township, Clearfield County, Pennsylvania, by operation of law upon the death of her husband, **KEITH ANGER**, in October of 2006, which said of real property is bound and described as follows:

**ALL** that certain piece or parcel of land situate in the **TOWNSHIP OF BELL**, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows:

**BOUNDED** on the North by lands now or formerly of Harry Frantz; on the East by lands now or formerly of Samuel Stagner; on the South by lands now or formerly of Philip Hoffman; and on the West by lands now or formerly of Slemmer Brothers.

**CONTAINING** 59 acres, more or less, and having thereon erected a two-story frame dwelling.

**EXCEPTING AND RESERVING** minerals under said land as reserved in prior deeds of record. The Grantors herein make no reservation or exception of oil, gas, minerals or subterranean rights.

27. At all times material to the within Action, the Defendants and their predecessors in title have been the record owners of their property, which includes the "Disputed Land," with the Defendants and their predecessors having claimed ownership of the strip of land which Plaintiff is presently claiming in the instant lawsuit, including but not limited to the area of land along the Eastern boundary of the Anger Tract and the Western boundary of the Kiser and Conti Tract, which is described in Plaintiff's Complaint as being approximately 2,525.265 feet in length and approximately 175.07 feet in width.

**COUNT I**  
**KISER AND CONTI V. ANGER**  
**(PA RCP 1061) ACTION TO QUIET TITLE**

28. Defendants hereby incorporate Paragraphs 1 through 27 herein and make them a part hereof as though fully set forth at length herein.

29. Defendants have always been the record owners to the "Disputed Land," as evidenced by their Deeds and Chain of Title, and the Defendants and their predecessors in title have always claimed ownership and title to the "Disputed Land" by their occupation, possession and ownership of the land, by both record title and authority of law.

30. Plaintiff has only recently improperly claimed title to the Defendants' property, including the "Disputed Land," as is evidenced by Plaintiff's filing of the Complaint in the within matter, which is contrary to the Defendants' lawful rights to all of the property in question.

**WHEREFORE**, Defendants file this Counterclaim and respectfully request that the Plaintiff, her successors and assigns, and any other person or persons, entity or entities claiming or who might claim under Plaintiff, and all persons or entities having claim to the "Disputed Land":

(a) Be ordered as forever barred from asserting any right, title or interest in the said "Disputed Land" inconsistent with the Defendants' title and legal rights thereto;

(b) That the Court determine all right, lien, title or interest in the land or determine the validity or discharge of any document, obligation or Deed affecting the right, lien, title or interest in said land;

(c) To compel the Plaintiff to file, record, cancel, surrender or satisfy of record, or admit the validity of Defendants' right, lien, title and interest in the "Disputed Land";

(d) That the Court declare the Defendants to be the sole owners of the "Disputed Land," with the Defendants being entitled to exclusive possession of the same; and



(e) That the Court make such other orders as may be necessary to establish the title of the "Disputed Land" in Defendants and grant Defendants appropriate relief consistent with the same.

## **COUNT II**

### **KISER AND CONTI V. ANGER (PA RCP 1051 EJECTMENT)**

31. Defendants hereby incorporate Paragraphs 1 through 30 herein and make them a part hereof as though fully set forth at length herein.

32. Plaintiff **ANGER** has unlawfully claimed the Defendants' land and "Disputed Land," and Plaintiff continues to claim title and possession of the "Disputed Land" without any right or authority of law, and the Plaintiff is attempting to unlawfully oust the Defendants from the land which Defendants and their predecessors have always lawfully owned and occupied by both record title and authority of law.

33. Defendants and their predecessors have always had the record title of the property in question, and the Defendants and their predecessors have always had the superior lawful rights to the land going all the way back to the common grantor of both the Defendants and Plaintiff, with the Defendants and their predecessors having acquired superior title to the entire property by being the first conveyance out of the common grantor.

**WHEREFORE**, Defendants file this ejectment action in the alternative against the Plaintiff, and respectfully requests that:

(a) Judgment be entered against Plaintiff and in favor of Defendants, ejecting the Plaintiff from the "Disputed Land," restoring Defendants to rightful possession of the "Disputed Land" and confirming their title thereto; and

(b) That the Court make such orders as may be necessary to establish the title of the "Disputed Land" to Defendants and to grant them appropriate relief.

**COUNT III**  
**KISER AND CONTI V. ANGER**  
**BOUNDARY BY CONSENTABLE LINE**

34. Defendants hereby incorporate Paragraphs 1 through 33 herein and make them a part hereof as though fully set forth at length herein.

35. The Defendants are the record title owners of the land in question and the Defendants have also acquired title to the "Disputed Land" by virtue of their continuous and uninterrupted occupation and possession of the subject property for the period of time that they and their predecessors have owned the property by record, and also by virtue of their continued occupation and possession of the said property for a period of time well in excess of 21 years.

36. Plaintiff and her predecessors knew or should have known at the time of the conveyance of their property and during the time of Plaintiff's and her predecessors ownership that the "Disputed Land" and subject property has been legally owned and occupied by the Defendants and their predecessors in interest, and thus Plaintiff is barred from claiming any ownership of the "Disputed Land" due to the fact that Plaintiff and her predecessors have acquiesced to the Defendants' ownership of the land under the Doctrine of Boundary by Consentable Line.

37. The Defendants have acquired lawful title, ownership and legal rights to possession of the "Disputed Land" and subject properties under the Doctrine of Consentable Line.

**WHEREFORE**, Defendants respectfully request this Honorable Court to enter an order:

(a) Declaring that the Defendants are the legal owners of the "Disputed Land" and subject properties;

(b) Further ordering that the Plaintiff is forever barred from asserting any right, lien, title or interest in the property on the basis of Defendants' ownership and possession by boundary by consentable line;

- (c) That the Court enter a judgment ordering the Recorder of Deeds to file an Order of record recognizing Defendants' rights to ownership of the subject property; and
- (d) Such other relief as the Court may deem just and equitable

#### **COUNT IV**

#### **KISER AND CONTI V. ANGER ADVERSE POSSESSION**

38. Defendants hereby incorporate Paragraphs 1 through 37 herein and make them a part hereof as though fully set forth at length herein.

39. The Defendants are the record title owners of the land in question and the Defendants have also acquired title to the "Disputed Land" by virtue of their continuous and uninterrupted occupation and possession of the subject property for the period of time that they and their predecessors have owned the property by record, and also by virtue of their continued occupation and possession of the said property for a period of time well in excess of 21 years.

40. Plaintiff and her predecessors knew or should have known at the time of the conveyance of their property and during the time of Plaintiff's and her predecessors ownership that the "Disputed Land" and subject property has been legally owned and occupied by the Defendants and their predecessors in interest, and thus Plaintiff is barred from claiming any ownership of the "Disputed Land" due to the fact that Plaintiff and her predecessors have acquiesced to the Defendants' ownership of the land through adverse possession.

41. The Defendants have acquired lawful title, ownership and legal rights to possession of the "Disputed Land" and subject properties through adverse possession.

**WHEREFORE**, Defendants respectfully request this Honorable Court to enter an order:

- (a) Declaring that the Defendants are the legal owners of the "Disputed Land" and subject properties;

(b) Further ordering that the Plaintiff is forever barred from asserting any right, lien, title or interest in the property on the basis of Defendants' ownership and possession by adverse possession;

(c) That the Court enter a judgment ordering the Recorder of Deeds to file an Order of record recognizing Defendants' rights to ownership of the subject property; and

(d) Such other relief as the Court may deem just and equitable

### **COUNT V**

#### **KISER AND CONTI V. ANGER CLAIM FOR ATTORNEY'S FEES, FILING FEES AND COSTS OF SUIT**

42. Defendants hereby incorporate Paragraphs 1 through 41 herein and make them a part hereof as though fully set forth at length herein.

43. Defendants, **KISER and CONTI**, have been forced to expend significant amounts of money to defend the within lawsuit, and they have also been forced to incur or will be forced to incur the following expenses:

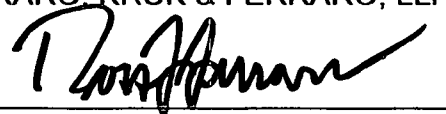
- a. In excess of \$5,000.00 for Attorney's Fees;
- b. \$2,500.00 for Surveyor's Report and Maps;
- c. Estimated damages to trees on Defendants' property in excess of \$5,000.00;
- d. In excess of \$15,000.00 in lost wages and earnings to Defendants; and
- e. \$1,000.00 for other out-of-pocket expenses and costs of suit.

44. Plaintiff, **ALICE W. ANGER**, is liable to the Defendants for the above amounts in excess of \$28,500.00, as a result of Plaintiff filing the within lawsuit against the Defendants for which she has no merit, and for which Plaintiff knows or should have known that she had no lawful cause of action against the Defendants, and therefore, she is liable to Defendants for all costs and expenses incurred by Defendants in this matter as noted above.

**WHEREFORE**, Defendants respectfully request this Honorable Court to enter judgment in favor of Defendants and against Plaintiff on Defendants' Counterclaim in an amount in excess \$28,500.00, together with any additional Attorney's Fees, Court costs or other costs incurred by the Defendants, and such other relief as the Court deems just and appropriate.

Respectfully submitted,  
FERRARO, KRUK & FERRARO, LLP

BY:

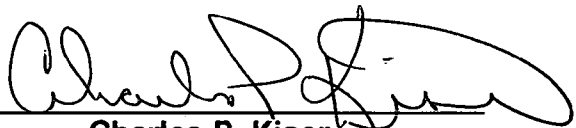


Ross F. Ferraro, Esquire

**VERIFICATION**

We, **CHARLES P. KISER** and **JAMES CONTI**, verify that the statements made in the within Answer and Counterclaim are true and correct to the best of our knowledge. We understand that false statements made herein are made subject to the penalties 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 4-25-07

  
Charles P. Kiser

Date: 4-25-07

  
James Conti

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

ALICE W. ANGER,  
Plaintiff,

v.

CHARLES P. KISER and  
JAMES CONTI,  
Defendants.

NO. 2007 – 339 – CD

CERTIFICATE OF SERVICE

I, **ROSS F. FERRARO, ESQUIRE**, Attorney for Defendants, do hereby  
certify that I have this day sent a true and correct copy of the within Answer and  
Counterclaim to the Plaintiff's Attorneys of Record, S. Casey Bowers and Matthew  
B. Taladay at:

S. Casey Bowers, Esquire  
Hanak, Guido & Taladay  
P.O. Box 487  
DuBois, PA 15801

Matthew B. Taladay, Esquire  
Hanak, Guido & Taladay  
P.O. Box 487  
DuBois, PA 15801

FERRARO, KRUK & FERRARO, LLP

Date:

4/26/07

BY:



Ross F. Ferraro, Esquire  
Attorney for Defendants, Charles  
P. Kiser and James Conti

WHEREFORE, Plaintiff demands judgment in its favor against Defendant Micale Construction Services, Inc. in the amount of \$38,840.21 together with costs of suit, prejudgment interest, post judgment interest and such other and further relief as the Court deems fair, just and equitable.


**DEMAND FOR JURY TRIAL**

Plaintiff, by its undersigned counsel, hereby demands a trial by jury.

Respectfully submitted,

HOPKINS HELTZEL LLP

By:

  
David J. Hopkins, Esquire  
Attorney for Plaintiff  
100 Meadow Lane, Suite 5  
DuBois, PA 15801



Copy 3

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
SPEC HOUSE #1  
Kersey, PA 15846

8858048

MS	INSTALLER	ASAP	CONTRACT SALES
1	PK *PKG	MISCELLANEOUS PACKAGE	84.00 84.00
3	EA *SHAWFCH	REDUCER & TRACK	
3	EA *SHAWFCH	SHAW SVRED	
1	PK *PKG	REDUCER COLOR: PRAIRIE MAPLE	
114	EA 729701	SHAW SLTRK	
5	EA 1194350	MOLDING TRACK	
		MISCELLANEOUS PACKAGE	343.85 343.85
		PADDING	
		T&J JEWEL 8LB	
		8 LB 7/16" PAD	
		SHAW SL065 COASTAL	DUP2 30.13 150.65
		PRAIRE MAPLE	
		---SALE ITEM REMARKS----	
		DINING ROOM & KITCHEN	
400	EA 514381	SHAW SLFOA	0.20 80.00
1	EA INSTALLED	FOAM UNDERLAYMENT	
		INSTALLATION CHARGE	664.00 664.00
		INSTALLATION CHARGE	
		---SALE ITEM REMARKS----	
		LAMINATE	
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers	166.00 166.00
		INSTALLATION CHARGE-Miller Brothers	
		---SALE ITEM REMARKS----	
		LAMINATE	
1	EA *SHAW	SHAW QUEEN GREAT SCOTT II	1,744.13 1,744.13
1	EA INSTALLED	00104 SUGAR COOKIE 12X86 114.67SY	
		INSTALLATION CHARGE	487.00 487.00
		INSTALLATION CHARGE	
		---SALE ITEM REMARKS----	
		CARPET	

EXHIBIT

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Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
SPEC HOUSE #1  
Kersey, PA 15846

8858048

MS	INSTALLER	ASAP	CONTRACT	SALES
1	EA INSTALLED	MB	INSTALLATION CHARGE-Miller Brothers	29.02 29.02
			INSTALLATION CHARGE-Miller Brothers	
			---SALE ITEM REMARKS----	
			CARPET	
1	EA INSTALLED		INSTALLATION CHARGE	155.50 155.50
			INSTALLATION CHARGE	
			---SALE ITEM REMARKS----	
			tile installation	
11	EA 1194350		SHAW SL065 COASTAL	DUP2 30.13 331.43
			PRAIRE MAPLE	
			---SALE ITEM REMARKS----	
			DINING ROOM & KITCHEN	
			----- SALE REMARKS -----	
			SPEC HOUSE #1	
			PAYMENTS RECEIVED ON SALE:	
			Check	2,645.00
			TOTAL PAYMENTS:	2,645.00
			PREVIOUSLY DELIVERED MERCHANDISE:	2,154.79
				4,235.58
				0.00
				0.00
				0.00
				6,390.37
				2,645.00
				3,745.37

Copy 3

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Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RALPH & MARY CHEBBUGH  
Kersey, PA 15846

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MS MSH INSTALLER

11/15/2006 CONTRACT SALES

1	PK *PKG	MISCELLANEOUS PACKAGE	207.06	207.06
		PADDING		
59	EA 1652000	SORCE BLUE RIDGE 3/8"		
		8 LB PAD		
1	PK *PKG	MISCELLANEOUS PACKAGE	530.10	530.10
		SPARE BEDROOMS		
1	EA *BEAUFCS	BEAULIEU FIJI		
		#31 DEEP CRANBERRY 12X13		
		---SALE ITEM REMARKS----		
		"PURPLE" BEDROOM		
1	EA *BEAUFCS	BEAULIEU FIJI		
		#15 MINT ICE 12X13		
		---SALE ITEM REMARKS----		
		"BLUE" BEDROOM		
1	PK *PKG	MISCELLANEOUS PACKAGE	121.35	121.35
		PADDING		
34	EA 1652000	SORCE BLUE RIDGE 3/8"		
		8 LB PAD		
1	PK *PKG	MISCELLANEOUS PACKAGE	1,737.29	1,737.29
		LAMINATE		
21	EA *SHAWFCH	SHAW SL036 CRESTVIEW OAK		
		718 HAZELNUT OAK		
		---SALE ITEM REMARKS----		
		KITCHEN/BREAKFAST AREA/HALLWAY		
1	EA *SHAWFCH	SHAW SL036 CRESTVIEW OAK		
		718 HAZELNUT OAK		
		---SALE ITEM REMARKS----		
		KITCHEN/BREAKFAST AREA/HALLWAY		
1	PK *PKG	MISCELLANEOUS PACKAGE	207.00	207.00
		REDUCERS/TRACK		

EXHIBIT

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Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RALPH & MARY CHEBBUCH  
Kersey, PA 15846

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MS MSH INSTALLER

11/15/2006 CONTRACT SALES

6	EA *SHAWFCH	SHAW SLRED		
6	EA *SHAWFCH	REDUCER 718 HAZELNUT OAK		
1	EA *BEAUFCS	SHAW SLTRK		
		MONO TRACK FOR REDUCERS		
40	EA 1652000	BEAULIEU 1574 BALLYMORE	1,067.60	1,067.60
		01 OATMEAL 12X23 12X7		
1	EA INSTALLED	SORCE BLUE RIDGE 3/8"	3.50	140.00
		8 LB PAD		
		INSTALLATION CHARGE	180.00	180.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		LIVING ROOM & DINING ROOM		
1	EA INSTALLED	INSTALLATION CHARGE-Miller Brothers	20.00	20.00
1	EA *BEAUFCS	INSTALLATION CHARGE-Miller Brothers		
		BEAULIEU MALLORY SQUARE	650.17	650.17
		01 SOFT SAGE 15X17 15X18'6		
		---SALE ITEM REMARKS----		
		MASTER BEDROOM/MASTER BATH/WIC		
1	EA INSTALLED	INSTALLATION CHARGE	265.50	265.50
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		MASTER BEDROOM/MASTER BATH/WIC		
1	EA INSTALLED	INSTALLATION CHARGE-Miller Brothers	30.30	30.30
1	EA INSTALLED	INSTALLATION CHARGE-Miller Brothers		
		INSTALLATION CHARGE	156.00	156.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		GUEST BEDROOMS		
1	EA INSTALLED	INSTALLATION CHARGE-Miller Brothers	17.35	17.35
		INSTALLATION CHARGE-Miller Brothers		

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Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RALPH & MARY CHEBBUCH  
Kersey, PA 15846

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MS MSH INSTALLER

11/15/2006 CONTRACT SALES

1	EA *SORCEFCH	SORCE TARKETT CONTOURS 59064 ROCHELLE 12X15 ---SALE ITEM REMARKS--- MAIN BATH & LAUNDRY ROOM	439.80	439.80
1	EA INSTALLED	INSTALLATION CHARGE INSTALLATION CHARGE ---SALE ITEM REMARKS--- MAIN BATH & LAUNDRY ROOM **INCLUDES HARDY BACKER UNDERLAYMENT	410.00	410.00
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers INSTALLATION CHARGE-Miller Brothers	10.00	10.00
1	EA 901651	SORCE THIN SET 201070 PERMAFLEX 50# THINSET GREY	17.00	17.00
1	EA *SORCEFCH	SORCE BONSAI 25# BAG GROUT COLOR #57 SABLE ---SALE ITEM REMARKS--- FOR BOTH ENTRYWAYS	25.00	25.00
1	EA INSTALLED	INSTALLATION CHARGE INSTALLATION CHARGE ---SALE ITEM REMARKS--- INSTALLATION OF TILE IN ENTRYWAYS INCLUDES HARDY BACKER UNDERLAYMENT ***NOTE WHEN INSTALLING TILE - LAYOUT IN DIAMOND PATTERN AND PUT ONE OF EACH IN CENTER FROM OTHER ENTRY. SEE MICHELLE REGARDING INSTALL***	290.00	290.00
3	EA *SORCEFCH	SORCE LAUFEN ASPEN INFERNO 12X12 ---SALE ITEM REMARKS---	46.50	139.50

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Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RALPH & MARY CHEBBUCH  
Kersey, PA 15846

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MS MSH INSTALLER

11/15/2006 CONTRACT SALES

## FRONT ENTRY

2	EA *SORCEFCH	SORCE PORTOBELLO 94480 AFRICAN DELFI 12X12 ---SALE ITEM REMARKS----	51.99	103.98
		GARAGE ENTRY		
4	EA 514381	SHAW SLFOA FOAM UNDERLAYMENT	25.00	100.00
1	EA INSTALLED	INSTALLATION CHARGE INSTALLATION CHARGE ---SALE ITEM REMARKS----	945.00	945.00
		INSTALLATION OF LAMINATE		
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers INSTALLATION CHARGE-Miller Brothers ----- SALE REMARKS ----- RALPH & MARY CHEBBUCH HOUSE.	105.00	105.00

7,915.00  
0.00  
0.00  
0.00  
7,915.00  
0.00  
7,915.00

MILLER BROTHERS FURNITURE- PC- 2

8858048

2341270 01/16/2007 1

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\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
CHUBBUCK HOUSE  
Kersey, PA 15846

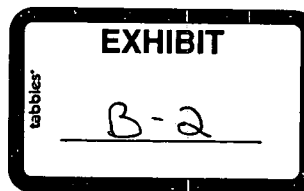
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MS INSTALLER

01/16/2007 CONTRACT SALES

1	EA *BEAUFCS	BEAULIEU MALLORY SQUARE	146.50	146.50
		01 SOFT SAGE 15X8		
7	EA 1652000	SORCE BLUE RIDGE 3/8"	5.00	35.00
		8 LB PAD		
1	EA INSTALLED	INSTALLATION CHARGE	100.00	100.00
		INSTALLATION CHARGE		
		----- SALE REMARKS -----		
		CHUBBUCK HOUSE		

281.50  
0.00  
0.00  
0.00  
281.50  
0.00  
281.50



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Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
~~GRICK & MARLENE DEBLASIO HOUSE~~  
BENEZETTE, PA

8858048

MS MSH INSTALLER

10/26/2006 CONTRACT SALES

1	PK *PKG	MISCELLANEOUS PACKAGE	365.00	365.00
4	EA *DAL TILE	BATH ACCESSORIES DAL TILE LARGE CORNER SHELF MATTE ALMOND ---SALE ITEM REMARKS--- MASTER BATH SHOWER		
1	EA *DAL TILE	DAL TILE SOAP DISH MATTE ALMOND ---SALE ITEM REMARKS--- MASTER BATH SHOWER		
4	EA *DAL TILE	DAL TILE LARGE CORNER SHELF MATTE FAWN ---SALE ITEM REMARKS--- DOWNSTAIRS BATH		
1	EA *DAL TILE	DAL TILE SOAP DISH MATTE FAWN		
1	EA *DAL TILE	DAL TILE SOAP DISH MATTE FAWN		
4	EA 735891	CLARK MDCTSD375BD3 CERAMIC TILE EDGE GUARD GOLD		
1	PK *PKG	MISCELLANEOUS PACKAGE TILE	462.00	462.00
28	EA *DAL TILE	DAL TILE RIDGEVIEW RDO5 RUST ---SALE ITEM REMARKS--- LAUNDRY/DOWNSTAIRS BATH/GUEST BATH		
1	EA *BEAUFCS	BEAULIEU NATURAL FERN 10 CELTIC CLOTH 12X22'9 12X12'6 ---SALE ITEM REMARKS--- MASTER BEDROOM AND DEN	1,040.79	1,040.79

EXHIBIT

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\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RICK & MARLENE DEBLASIO HOUSE  
BENEZETTE, PA

8858048

MS MSH INSTALLER

10/26/2006 CONTRACT SALES

1	EA *BEAUFCS	BEAULIEU NATURAL FERN 14 GRASSLAND 12X14 ---SALE ITEM REMARKS--- RICKY'S BEDROOM	410.55	410.55
1	EA *SORCE	SORCE @WORKS CONFERENCE 1804.06 BLACK WALNUT 86 SQ YDS ---SALE ITEM REMARKS--- 12X17 12X17 12X17 12X8'6 12X5 GUN ROOM & BUNK ROOM & STEPS	1,504.14	1,504.14
152	EA 1652000	SORCE BLUE RIDGE 3/8" 8 LB PAD	3.50	532.00
1	EA INSTALLED	INSTALLATION CHARGE INSTALLATION CHARGE ---SALE ITEM REMARKS--- CARPET INSTALL AND STEPS	679.00	679.00
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers INSTALLATION CHARGE-Miller Brothers	182.50	182.50
33	EA *SORCEFCH	ANDERSON APPALACHIAN VINEYARD VYM6296 MADERA NOIR ---SALE ITEM REMARKS--- GREAT ROOM, KITCHEN, BREAKFAST, DINING ROOM	204.00	6,732.00
9	EA 1843850	SHAW SLFOA FOAM UNDERLAYMENT 100' ROLLS	DUP2 20.00	180.00
1	EA *SORCEFCH	ANDERSON APPALACHIAN VINEYARD STAIRNOSE MADERA NOIR	63.00	63.00
4	EA *SORCEFCH	ANDERSON APPALACHIAN VINEYARD THRESHOLD MADERA NOIR	51.50	206.00
1	EA *SORCEFCH	ANDERSON APPALACHIAN VINEYARD T-MOLDING MADERA NOIR	51.50	51.50

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\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RICK & MARLENE DEBLASIO HOUSE  
BENEZETTE, PA

8858048

MS MSH INSTALLER

10/26/2006 CONTRACT SALES

1	EA INSTALLED	INSTALLATION CHARGE	2,125.00	2,125.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		HARDWOOD INSTALL		
1	EA INSTALLED	INSTALLATION CHARGE-Miller Brothers	356.00	356.00
		INSTALLATION CHARGE-Miller Brothers		
125	EA *SUPERFCH	SUPERIOR DITRA	1.50	187.50
		UNDERLAYMENT FOAM		
1	EA INSTALLED	INSTALLATION CHARGE	125.00	125.00
		INSTALLATION CHARGE		
2	EA *SORCEFCH	SORCE BONSAL 50# BAG	18.00	36.00
		PERMASET 300		
4	EA 901651	SORCE THIN SET 201070 PERMAFLEX	18.00	72.00
		50# THINSET GREY		
3	EA *SORCEFCH	SORCE BONSAL 25# BAG	15.00	45.00
		GROUT #11 BUFF		
		---SALE ITEM REMARKS----		
		MASTER BATH		
2	EA *SORCEFCH	SORCE BONSAL 25# BAG	15.00	30.00
		GROUT #57 SABLE		
		---SALE ITEM REMARKS----		
		LAUNDRY/DOWNSTAIRS BATH/GUEST BATH		
2	EA *SORCEFCH	SORCE B2000	43.00	86.00
		ADHESIVE 3 1/2 GAL		
1	EA INSTALLED	INSTALLATION CHARGE	1,882.00	1,882.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		CERAMIC INSTALL		
1	EA INSTALLED	INSTALLATION CHARGE-Miller Brothers	196.75	196.75
		INSTALLATION CHARGE-Miller Brothers		

Copy 3

\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RICK & MARLENE DEBLASIO HOUSE  
BENEZETTE, PA

8858048

MS MSH INSTALLER

10/26/2006 CONTRACT SALES

7	EA *SORCEFCH	SORCE PORTOBELLO POR88527 JERUSALEM STONE BONE 12X12 ---SALE ITEM REMARKS--- MASTER BATH	44.75	313.25
11	EA *SORCEFCH	SORCE PORTOBELLO POR89341 JERUSALEM STONE BONE 8X10 WALL ---SALE ITEM REMARKS--- MASTER BATH	45.20	497.20
9	EA *SORCEFCH	SORCE PORTOBELLO POR92100 JERUSALEM STONE BONE 8X10 INSERT ---SALE ITEM REMARKS--- MASTER BATH	6.99	62.91
75	EA *SORCEFCH	SORCE PORTOBELLO POR89356 JERUSALEM STONE BONE 3X8 SINGLE BN ---SALE ITEM REMARKS--- MASTER BATH	2.69	201.75
2	EA *SORCEFCH	SORCE PORTOBELLO POR89359 JERUSALEM STONE BONE 3X3 DOUBLE BN ---SALE ITEM REMARKS--- MASTER BATH	2.25	4.50
24	EA *SORCEFCH	SORCE PORTOBELLO POR92108 JERUSALEM STONE BONE 2X8 CHAIRRAIL ---SALE ITEM REMARKS--- MASTER BATH	7.25	174.00
1	EA *SORCEFCH	SORCE PORTOBELLO 88969 JERUSALEM STONE BONE 3.7X3.7 MOSAIC ---SALE ITEM REMARKS--- MASTER BATH	135.00	135.00

MILLER BROTHERS FURNITURE- PC- 2

8858048

2339190 10/26/2006 5

Copy 3

\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
RICK & MARLENE DEBLASIO HOUSE  
BENEZETTE, PA

8858048

MS MSH INSTALLER

10/26/2006 CONTRACT SALES

----- SALE REMARKS -----  
DEBLASIO HOUSE

18,839.78  
0.00  
0.00  
0.00  
18,839.78  
0.00  
18,839.78

MILLER BROTHERS FURNITURE- PC- 2

8858048

2339191 10/27/2006 1

Copy 3

\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
~~RICK & MARLENE DEBLASIO HOUSE~~  
BENEZETTE, PA

8858048

MS MSH INSTALLER

10/27/2006 CONTRACT SALES

1	PK *PKG	MISCELLANEOUS PACKAGE	98.56	98.56
		TILE		
1	EA *DAL TILE	DAL TILE 22MS1P7 GOLD RUSH		
		MOSAICS 2X2 5203 CALIFORNIA SAND		
		----- SALE REMARKS -----		
		DEBLASIO HOUSE		

98.56
0.00
0.00
0.00
98.56
18,839.78-
18,938.34

Copy 3

\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
FOX TOWNSHIP AMBULANCE GARAGE  
Kersey, PA 15846

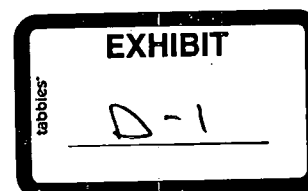
8858048

DF INSTALLER

12/26/2006 CONTRACT SALES

1	EA *OHIOVAFCH	ARMSTRONG EXELON VCT	35.00	35.00
		518869 HUMIS 45 SQFT/CASE		
1	EA *OHIOVAFCH	ARMSTRONG EXELON VCT	35.00	35.00
		51873 BRUSHED SAND 45 SQFT/CASE		
5	EA *OHIOVAFCH	ARMSTRONG EXELON VCT	35.00	175.00
		51805 CAMEL BEIGE 45 SQFT/CASE		
6	EA *OHIOVAFCH	ARMSTRONG EXELON VCT	35.00	210.00
		51884 GREENERY 45 SQFT/CASE		
12	EA *OHIOVAFCH	ARMSTRONG EXELON VCT	35.00	420.00
		51877 EARTH GREEN 45 SQFT/CASE		
16	EA *OHIOVAFCH	ARMSTRON EXELON VCT	35.00	560.00
		51810 WASHED LINEN 45 SQFT/CASE		
9	EA *OHIOVAFCH	ARMSTRONG EXELON VCT	35.00	315.00
		51899 COOL WHITE 45 SQFT/CASE		
2	EA *OHIOVAFCH	ARMSTRONG S-750	75.00	150.00
		ADHESIVE 4 GAL		
1	EA INSTALLED	INSTALLATION CHARGE	1,235.00	1,235.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		VCT		
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers	190.00	190.00
		INSTALLATION CHARGE-Miller Brothers		
5	EA *CLAFCH	CLARK JOHNSONITE 4" RUBBER COVE	85.00	425.00
		#73 PALM LEAF 120' ROLL		
		----- SALE REMARKS -----		
		CONTACT DARYL AT MICALE		
		CONSTRUCTION - INSTALL AT FOX		
		TOWNSHIP AMBULANCE GARAGE		

3,750.00  
0.00  
0.00  
0.00  
3,750.00  
0.00  
3,750.00



Copy 3

\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
FOX TOWNSHIP AMBULANCE GARAGE,  
Kersey, PA 15846

8858048

DF INSTALLER

01/08/2007 CONTRACT SALES

1	EA *CLAFCH	CLARK JOHNSONITE CTA45A	13.00	13.00
		MOLDING 12'		
1	EA *CLAFCH	CLARK JOHNSONITE EG45G	13.00	13.00
		MOLDING 12'		
1	EA *CLAFCH	CLARK JOHNSONITE 4" RUBBER COVE	85.00	85.00
		#130 SISAL 120' ROLL		
2	EA *CLAFCH	CLARK JOHNSONITE 4" RUBBER COVE	85.00	170.00
		#101 SEAWEED 120' ROLL		
1	EA *CLAFCH	CLARK JOHNSONITE 4" RUBBER COVE	85.00	85.00
		#85 HUNTER GREEN		
1	EA *CLAFCH	CLARK JOHNSONITE 4" RUBBER COVE	85.00	85.00
		#32 PEBBLE 120' ROLL		
1	EA *CLAFCH	CLARK JOHNSONITE 4" RUBBER COVE	85.00	85.00
		#31 ZEPHYR 120' ROLL		
11	EA *SORCEFCH	SORCE 4000	5.00	55.00
		LIFESPAN COVE ADHESIVE CARTRIDGE		
1	EA *SHAW	SHAW BREAK OUT	1,370.00	1,370.00
		50102 SESSIONS 12X100		
3	EA *SORCE	SORCE GOLD STIX	33.00	99.00
		4 GAL ADHESIVE		
1	EA INSTALLED	INSTALLATION CHARGE	393.00	393.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		COVEBASE		
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers	78.00	78.00
		INSTALLATION CHARGE-Miller Brothers		
1	EA INSTALLED	INSTALLATION CHARGE	670.00	670.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		CARPET		
1	EA INSTALLEDMB	INSTALLATION CHARGE-Miller Brothers	67.00	67.00
		INSTALLATION CHARGE-Miller Brothers		

EXHIBIT

tabbles

D-2

MILLER BROTHERS FURNITURE- PC- 2

8858048

2341051 01/08/2007 2

Copy 3

\*\* DUPLICATE \*\*

Micale Construction  
416 Main St  
Kersey, PA 15846

Micale Construction  
FOX TOWNSHIP AMBULANCE GARAGE  
Kersey, PA 15846

8858048

DF INSTALLER

01/08/2007 CONTRACT SALES

1	EA INSTALLED	INSTALLATION CHARGE	1,005.00	1,005.00
		INSTALLATION CHARGE		
		---SALE ITEM REMARKS----		
		POLISHING OF VCT TILE		
		----- SALE REMARKS -----		
		CONTACT DARYL AT MICALE		
		CONSTRUCTION - INSTALL AT FOX		
		TOWNSHIP AMBULANCE GARAGE		

4,273.00
0.00
0.00
0.00
4,273.00
3,750.00-
8,023.00



**VERIFICATION**

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.

\_\_\_\_\_

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

MILLER BROTHERS FURNITURE, INC.  
Plaintiff

vs.

MICALE CONSTRUCTION  
SERVICES, INC.,  
Defendant

No. 2007-00346 C.D.

Type of Pleading: Petition to Require  
the Sheriff to File a Return of Service

Filed on behalf of: Miller Brothers  
Furniture, Inc., Plaintiff

Counsel of Record for this party:

HOPKINS HETLZEL LLP

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

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED**

APR 27 2007

WAC  
CRO

William A. Shaw  
Prothonotary/Clerk of Courts

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

MILLER BROTHERS FURNITURE, INC.	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-00346 C.D.
	:	
MICALE CONSTRUCTION	:	
SERVICES, INC.,	:	
Defendant	:	

**PETITION TO REQUIRE THE SHERIFF TO FILE A RETURN OF SERVICE**

AND NOW, comes Petitioner, Miller Brothers Furniture, Inc., by and through its attorneys, Hopkins Heltzel LLP, and files the within Petition to Require the Sheriff to File a Return of Service and in support thereof says as follows:

1. Petitioner is Miller Brothers Furniture, Inc.
2. Respondent is the Sheriff of Clearfield County.
3. Petitioner filed a Complaint on March 7, 2007. The Sheriff of Elk County served the Complaint on the Defendant on March 14, 2007.
4. Defendant failed to file an Answer and Petitioner sent Defendants a 10-day pursuant to Pa.C.R.P. 237.1 on April 4, 2007.
5. Defendant failed to file an Answer.
6. Petitioner attempted to file a Praecipe to Enter Judgment and Assess Damages with the Prothonotary who rejected the default judgment filing inasmuch as the Sheriff's return has not been filed with the Prothonotary.
7. To the best knowledge, information and belief of Petitioner, the Sheriff will not file a return for nearly two (2) months.

8. Petitioner has complied with all of the obligations of the Rules of Civil Procedure and is entitled to a default judgment.

WHEREFORE, Petitioner respectfully requests the Court require the Sheriff of Clearfield County to file a return of service.

Respectfully submitted,

HOPKINS HELTZEL LLP

A handwritten signature in black ink, appearing to read 'David J. Hopkins', is written over a horizontal line. The signature is stylized with a large initial 'D' and a long, sweeping horizontal stroke at the end.

David J. Hopkins, Esquire

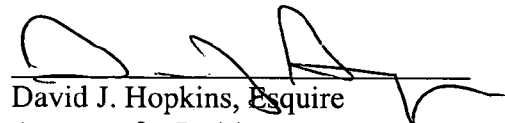
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

MILLER BROTHERS FURNITURE, INC.	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-00346 C.D.
	:	
MICALE CONSTRUCTION	:	
SERVICES, INC.,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of the Petition to Require the Sheriff to File a Return of Service, filed on behalf of Miller Brothers Furniture, Inc. was forwarded on the 26<sup>th</sup> day of April, 2007 by United States Mail postage prepaid, addressed as follows:

Office of the Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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

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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :

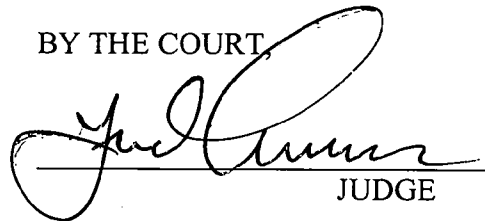
No. 2007-00346 C.D.

MICALE CONSTRUCTION :  
SERVICES, INC., :  
Defendant :

**ORDER**

AND NOW, the Court having reviewed the Petition to Require the Sheriff to File a Return, filed by Petitioner, Miller Brothers Furniture, Inc.; and for good cause shown; it is this 30 day of April, 2007 ORDERED and ADJUDGED the Sheriff of Clearfield County shall file a return of service in the above captioned matter with the Prothonotary's office within five (5) days from the date of this Order.

BY THE COURT

  
JUDGE

FILED<sup>ICC</sup>  
MAY 01 2007  
William A. Shaw ICC Sheriff  
Prothonotary/Clerk of Courts (without memo)  
(GK)

FILED

MAY 01 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 5/1/07

☒ 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:

Prothonotary's office  
forwarded a copy to the Sheriff's  
office.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102529  
NO: 07-346-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: MILLER BROTHERS FURNITURE INC.  
VS.  
DEFENDANT: MICALE CONSTRUCTION SERVICES, INC.

SHERIFF RETURN

NOW, March 09, 2007, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON MICALE CONSTRUCTION SERVICES, INC..

NOW, March 14, 2007 AT 1:25 PM SERVED THE WITHIN COMPLAINT ON MICALE CONSTRUCTION SERVICES, INC., DEFENDANT. THE RETURN OF ELK COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED  
073:2201  
MAY 02 2007  
William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102529  
NO: 07-346-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: MILLER BROTHERS FURNITURE INC.  
vs.  
DEFENDANT: MICALE CONSTRUCTION SERVICES, INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HOPKINS	17381	10.00
SHERIFF HAWKINS	HOPKINS	17381	21.00
ELK CO.	HOPKINS	17382	30.70

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,



Chester A. Hawkins  
Sheriff

# Affidavit of Service

Miller Brothers Furniture, Inc.

vs.

Micale Construction Services, Inc.

No. 346 Term, 20 07

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW March 14, 20 07 at 1:25 o'clock P.M.

served the within Complaint on Micale Construction  
Services, Inc.

at 416 Main Street, Kersey, Elk County, PA

by handing to Carleen Micale, Office Manager/Secretary,

a true and attested copy of the original Complaint and made

known to her the contents thereof. Sheriff's Costs - \$30.70 PAID

Sworn to before me this 19<sup>th</sup>

day of March A.D. 20 07

*Carleen A. Micale*

Prothonotary

My Commission Expires  
January 7, 2008

So answers,

*Thomas C. Korte*

Sheriff

*Earl C. Pontious*

Deputy



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

## DEPUTATION

### IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102529

MILLER BROTHERS FURNITURE INC.

VS.

MICALE CONSTRUCTION SERVICES, INC.

TERM & NO. 07-346-CD

COMPLAINT

SERVE BY: 04/06/07

HEARING:

### MAKE REFUND PAYABLE TO HOPKINS HELTZEL, LLP

SERVE: MICALE CONSTRUCTION SERVICES, INC.

ADDRESS: 416 MAIN ST., KERSEY, PA 15846

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ELK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, March 09, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :

MICALE CONSTRUCTION :  
SERVICES, INC., :  
Defendant :

No. 2007-00346 C.D.

Type of Pleading: Praecipe to  
Enter Default Judgment

Filed on behalf of: Miller Brothers  
Furniture, Inc., Plaintiff

Counsel of Record for this party:  
HOPKINS HELTZEL LLP

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

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

**FILED** *Atty pd 20.00*  
*01:27 PM*  
**MAY 07 2007** *ICC & Statement*  
*to Atty*  
William A. Shaw  
Prothonotary/Clerk of Courts *Notice to Def.*  
*(CR)*

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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :

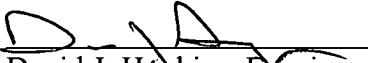
No. 2007-00346 C.D.

MICALE CONSTRUCTION :  
SERVICES, INC., :  
Defendant :

**PRAECIPE TO ENTER DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment in favor of Plaintiff, Miller Brothers Furniture, Inc. and against Defendant, Micale Construction Services, Inc. for failure to file within the required time an answer to a Complaint which contained a Notice to Defend. Judgment should be entered in favor of Plaintiff in the amount of \$38,840.21.

  
David J. Hopkins, Esquire  
Attorney for Plaintiff

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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :

No. 2007-00346 C.D. :

MICALE CONSTRUCTION :  
SERVICES, INC., :  
Defendant :

TO: Micale Construction Services, Inc.  
416 Main Street  
Kersey, PA 15846


DATE OF NOTICE: April 4, 2007

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION  
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS  
FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED  
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY  
OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A 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.

Office of the Court Administrator  
Clearfield County Courthouse  
Clearfield, Pennsylvania 16830  
(814) 765-2641

  
DAVID J. HOPKINS, ESQUIRE  
Attorney for Plaintiff  
Supreme Court No. 42519  
100 Meadow Lane, Suite 5  
DuBois, PA 15801  
(814) 375-0300

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Miller Brothers Furniture, Inc.

Vs.

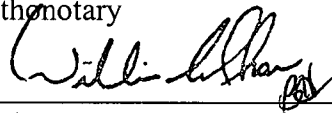
No. 2007-00346-CD

Micale Construction Services, Inc.

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$38,840.21 on May 7, 2007.

William A. Shaw  
Prothonotary



William A. Shaw

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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :

MICALE CONSTRUCTION :  
SERVICES, INC., :  
Defendant :

No. 2007-00346 C.D.

Type of Pleading: Judgment Notice

Filed on behalf of: Miller Brothers  
Furniture

Counsel of Record for this party:  
HOPKINS HELTZEL LLP

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

LEA ANN HELTZEL, ESQUIRE  
Attorney at Law  
Supreme Court No. 83998

100 Meadow Lane, Suite 5  
DuBois, Pennsylvania 15801

(814) 375-0300

COPY



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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :


No. 2007-00346 C.D.

MICALE CONSTRUCTION  
SERVICES, INC., :  
Defendant :

To: Micale Construction Services, Inc.  
416 Main Street  
Kersey, PA 15846

**JUDGMENT NOTICE**

Please take note that judgment has been entered against you for \$38,840.21.

  
Prothonotary

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

COPY

Miller Brothers Furniture, Inc.  
Plaintiff(s)

No.: 2007-00346-CD

Real Debt: \$38,840.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Micale Construction Services, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 7, 2007

Expires: May 7, 2012

Certified from the record this 7th day of May, 2007.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

MILLER BROTHERS FURNITURE, INC. :  
Plaintiff :

vs. :

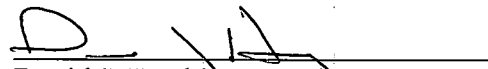
No. 2007-00346 C.D.

MICALE CONSTRUCTION :  
SERVICES, INC., :  
Defendant :

PRAECIPE TO EXEMPLIFY THE RECORD

TO THE PROTHONOTARY:

Kindly exemplify the Judgment filed to the above captioned term and number.

  
David J. Hopkins, Esquire  
Attorney for Plaintiff

Dated: 6-14-07

**FILED** 

JUN 19 2007

0/2:15/14

William A. Shaw

Prothonotary/Clerk of Courts

1 copy to Art7

w/ cert. of Pocket + Judgement

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
OFFICE OF THE PROTHONOTARY

Miller Brothers Furniture, Inc.

Vs.

NO. 2007-00346-CD

Micale Construction Services, Inc.

**CERTIFICATION OF DOCKET ENTRIES AND JUDGMENT**

I, William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, do hereby certify that the attached is a certified and full copy of the docket entries in the above captioned case.

I further certify that a Judgment was entered in the above captioned matter in favor of Miller Brothers Furniture, Inc. and against Micale Construction Services, Inc. on May 7, 2007, in the amount of \$38,840.21.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court, on the 19th day of June, A.D., 2007.

William A. Shaw

Prothonotary

BY: 

~~Deputy~~

**WILLIAM A. SHAW**  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2010  
Clearfield, PA

Date: 06/19/2007

Time: 02:41 PM

Page 1 of 1

**Clearfield County Court of Common Pleas**

Complete Case History

Case: 2007-00346-CD

User: BILLSHAW

**Miller Brothers Furniture, Inc. vs. Micale Construction Services, Inc.**

Filed: 03/07/2007

Subtype: Civil Other

Physical File: Y

Appealed: N

Comment:

**Register of Actions**

03/07/2007	New Case Filed. Filing: Civil Complaint Paid by: Hopkins Heltzel, LLP Receipt number: 1917941 Dated: 03/07/2007 Amount: \$85.00 (Check) 1 Cert. to Atty. and 1 Cert. to Sheriff.	No Judge, No Judge,
04/27/2007	Petition to Require the Sheriff to File a Return of Service, filed by s/ David J. Hopkins, Esquire. no cc	No Judge,
05/01/2007	Order, NOW, the Court having reviewed the Petition to Require the Sheriff to File a Return, it is Ordered that the Sheriff of Clearfield County shall file a return of service with the Prothonotary's office within 5 days From the date of this Order. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty. Hopkins, 1CC Sheriff (without memo)	Ammerman, Fredric Joseph
05/02/2007	Sheriff Return, March 9, 2007, Sheriff of Elk County was deputized. March 14, 2007 at 1:25 pm Served the within Complaint on Micale Construction Services, Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Hopkins \$31.00 Elk Co. costs pd by Hopkins \$30.70	No Judge,
05/07/2007	Filing: Default Judgment Paid by: Hopkins, David J. (attorney for Miller Brothers Furniture, Inc.) Receipt number: 1918905 Dated: 05/07/2007 Amount: \$20.00 (Check) Judgment in favor of Plaintiff and against Defendant in the amount of \$38,840.21. Filed by s/ David J. Hopkins, Esquire. 1CC & Statement to Atty., Notice to Def.	No Judge,
06/19/2007	Filing: Praecipe for Exemplified Record Paid by: Hopkins Heltzel LLP Receipt number: 1919457 Dated: 06/19/2007 Amount: \$15.00 (Check) 1 Cert. to Atty. with Certification of Docket Entries and Judgment.	No Judge,

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

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

Miller Brothers Furniture, Inc.  
Plaintiff(s)

No.: 2007-00346-CD

Real Debt: \$38,840.21

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Micale Construction Services, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 7, 2007

Expires: May 7, 2012

Certified from the record this 7th day of May, 2007.

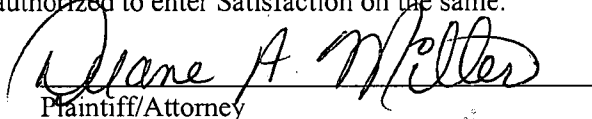


William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on October 31, 2007, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.



Deane A. Miller  
Plaintiff/Attorney

**FILED** Atty Hopkins  
019:29781 pd-7.00  
NOV 02 2007  
Cert. of Sat.  
William A. Shaw to Atty Hopkins  
Prothonotary/Clerk of Courts  
(68)

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

Miller Brothers Furniture, Inc.

No.: 2007-00346-CD

Vs.

Debt: \$38,840.21

Micale Construction Services, Inc.

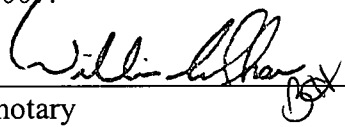
Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, November 02, 2007 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 2nd day of November, A.D. 2007.

  
Prothonotary