

07-788-CD
Randy Roberts vs John Duprez

2007-788-CD
Randy Roberts vs John Duprez

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

MAY 18 2007

6/2/2007
William A. Shaw

Prothonotary/Clerk of Courts
MAY 2007
Mid-J. Pusum
Raven
Roberts

John Danner
(Plaintiff)

1418 Wildwood LN
(Street Address)

Monaca PA 16858
(City, State ZIP)

CIVIL ACTION

No. 2007-788-CD

Type of Case: Appellate Ct.

Type of Pleading: _____

Filed on Behalf of:

John Danner
(Plaintiff/Defendant)

vs.

Randy Roberts
(Defendant)

1285 Center RD
(Street Address)

Oscoda Mills PA 16666
(City, State ZIP)

John Danner
(Filed by)

1418 Wildwood LN
(Address)

(814) 345-6055
(Phone)

John Danner
(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD
Judicial District, County Of

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-788-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT <i>John J. Duprez</i>	MAG. DIST. NO. <i>46-3-03</i>	NAME OF D.J. <i>Michael A. Redella</i>
ADDRESS OF APPELLANT <i>148 Wildwood Lane</i>	CITY <i>Mornsdale</i>	STATE <i>PA</i>
ZIP CODE <i>16858</i>		
DATE OF JUDGMENT <i>5/11/07</i>	IN THE CASE OF (Plaintiff) <i>Randy Roberts</i>	(Defendant) <i>John J. Duprez</i>
DOCKET No. <i>CV-0000098-07</i>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>John J. Duprez</i>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

FILED

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice, IF NOT USED, detach from copy of notice of appeal to be served upon appellee.)

William A. Shaw, IF
Prothonotary/Clerk of Courts

PRAECIPE: To Prothonotary

Enter rule upon

Randy Roberts

Name of appellee(s)

appellee(s), to file a complaint in this appeal

(Common Pleas No. 2007-788-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.*John J. Duprez*

Signature of appellant or attorney or agent

RULE: To

Randy Roberts

Name of appellee(s)

, appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: MAY 18, 2007*Michael A. Redella*

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF *Clearfield* ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20_____. by personal service by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) Randy Roberts, on
_____, 20_____. by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

Signature of affiant

Signature of official before whom affidavit was made.,,

Title of official

My commission expires on _____, 20____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

MDJ Name: Hon.

MICHAEL A. RUDELLA

Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789**

16847-0444

**JOHN J. DUPREZ
148 WILDWOOD LANE
MORRISDALE, PA 16858**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

ROBERTS, RANDY

1285 CENTRE RD.

OSCEOLA MILLS, PA 16666

NAME and ADDRESS

VS.

DEFENDANT:

DUPREZ, JOHN J

NAME and ADDRESS

**148 WILDWOOD LANE
MORRISDALE, PA 16858**

Docket No.: **CV-0000098-07**

Date Filed: **4/16/07**



THIS IS TO NOTIFY YOU THAT:

FOR PLAINTIFF

Judgment: _____ (Date of Judgment) **5/11/07**

Judgment was entered for: (Name) **ROBERTS, RANDY**

Judgment was entered against: (Name) **DUPREZ, JOHN J**
in the amount of \$ **1,901.50**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 1,814.00
Judgment Costs	\$ 87.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,901.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ 1901.50

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

5-16-07

Date

M A Rudella

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

5/17/07

Date

M Rudella

, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: 5/11/07 10:08:00 AM

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD
Judicial District, County Of

46TH

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-788-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT <i>John J. Duprez</i>	MAG. DIST. NO. <i>46-3-03</i>	NAME OF D.J. <i>Michael A. Redella</i>
ADDRESS OF APPELLANT <i>148 Wildwood Lane</i>	CITY <i>Moondale</i>	STATE <i>PA</i>
DATE OF JUDGMENT <i>5/11/07</i>	IN THE CASE OF (Plaintiff) <i>Randy Roberts</i>	(Defendant) <i>John J. Duprez</i>
DOCKET No. <i>CV-0000098-07</i>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>[Signature]</i>	
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE OF APPEAL.)
_____ Signature of Prothonotary or Deputy		

PRAECLPICE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECLPICE: To Prothonotary

Enter rule upon *Randy Roberts* _____, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. *2007-788-CJ*) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

[Signature]

Signature of appellant or attorney or agent

RULE: To *Randy Roberts* _____, appellee(s)
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: *May 18, 2007*

[Signature]

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20_____. by personal service by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20_____. by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS DAY OF _____, 20_____. *Signature of affiant*

Signature of official before whom affidavit was made _____

Title of official _____

My commission expires on _____, 20_____.

*William A. Shaw
Prothonotary/Clerk of Courts*

May 18 2007
FILED

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

MDJ Name: Hon.

MICHAEL A. RUDELLA

Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789**

16847-0444

**MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444**

2007-788-C0

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

ROBERTS, RANDY

NAME and ADDRESS

1285 CENTRE RD.

OSCEOLA MILLS, PA 16666

VS.

DEFENDANT:

DUPREZ, JOHN J

NAME and ADDRESS

148 WILDWOOD LANE

MORRISDALE, PA 16858

Docket No.: **CV-0000098-07**

Date Filed: **4/16/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **5/11/07**

Judgment was entered for: (Name) **ROBERTS, RANDY**

Judgment was entered against: (Name) **DUPREZ, JOHN J**
in the amount of \$ **1,901.50**

Defendants are jointly and severally liable.

Amount of Judgment \$ **1,814.00**

Judgment Costs \$ **87.50**

Damages will be assessed on Date & Time _____

Interest on Judgment \$ **.00**

This case dismissed without prejudice.

Attorney Fees \$ **.00**

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

Total \$ **1,901.50**

Portion of Judgment for physical damages arising out of
residential lease \$ _____

Post Judgment Credits \$ _____

Post Judgment Costs \$ _____

=====

Certified Judgment Total \$ **1901.50**

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

FILED

MAY 30 2007

0/12:40/07

William A. Shaw
Prothonotary/Clerk of Courts

5/16/07 Date

M A Rudella

, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

5/27/07 Date

M A Rudella

, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: **5/11/07 10:08:00 AM**

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

RANDY ROBERTS
Plaintiff/Appellant

vs.

JOHN J. DUPREZ
Defendant/Appellee

District Justice Appeal
CASE NO. 2007-788-C.D.

Type of Pleading:
COMPLAINT

Filed on Behalf of:
RANDY ROBERTS
PLAINTIFF
1285 Centre Road
Osceola Mills, Pa. 16666

FILED
01-3230
JUN 04 2007
S

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT - NOTICE TO DEFEND

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

RANDY ROBERTS
Plaintiff/Appellant

vs.

JOHN J. DUPREZ
Defendant/Appellee

District Justice Appeal
CASE NO. 2007-788-C.D.

Type of Pleading:
COMPLAINT

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, extension 1300



RANDY ROBERTS, Plaintiff

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

RANDY ROBERTS
Plaintiff/Appellant

vs.

JOHN J. DUPREZ
Defendant/Appellee

District Justice Appeal
CASE NO. 2007-788-C.D.

Type of Pleading:
COMPLAINT

COMPLAINT

NOW, comes the Plaintiff, Randy Roberts, and files the following Complaint:

1. The Plaintiff is Randy Roberts, an adult individual whose address is 1285 Centre Road, Osceola Mills, Pennsylvania 16666.
2. The Defendant is John J. Duprez, an adult individual whose address is 148 Wildwood Lane, Morrisdale, Pennsylvania 16858.
3. On or about September 2006 the Defendant sold to the Plaintiff a trailer for the agreed purchase price of Two Thousand (\$2,000.00) Dollars.
4. The Plaintiff and Defendant agreed that payment for the trailer would be as follows:
 - (A). One Thousand Two Hundred (\$1,200.00) Dollars cash
 - (B). Remove one (1) engine and install another engine in a 1993 Chevrolet 2500 Pick-up Truck, and miscellaneous repairs on a 1996 Ford Van.
5. The Plaintiff paid to the Defendant One Thousand Two Hundred (\$1200.00) Dollars in cash, and completed the agreed upon work and repairs on both of the said vehicles.
6. The value of the materials and labor for the Chevrolet Pick-up totals Six Hundred and Seven (\$607.00) Dollars, and the value of the materials and labor for the Ford Van totals One Hundred and Ninety-Six Dollars and Fifty Cents (\$196.50). Itemization of these amounts are attached and marked as Exhibit "A".
7. After the money was paid and the work was done on the vehicles, the Defendant took both vehicles and used them. Both parties considered the purchase price of the trailer to be paid in full.

8. In addition to the above agreement, the Plaintiff also did work on the trailer. The total value of the materials and labor on the trailer totals Six Hundred and Fourteen (\$614.00) Dollars. Itemization of these amounts are attached and marked as Exhibit "B".

9. The Defendant never transferred the title to the trailer to the Plaintiff and on April 12, 2007, the Defendant went to the Plaintiff's house and took the trailer, which he still has.

10. The Plaintiff then brought action against the Defendant before District Justice Michael Rudella for which he paid a filing fee of Eighty-Seven Dollars and Fifty Cents (\$87.50).

11. At the present time the Defendant has the trailer, the Plaintiff's cash, and has never paid the Plaintiff for the work which was done on the truck, the van, or the trailer.

12. Since the Defendant has the trailer, the Plaintiff has had to hire out to haul equipment in the amount of One Hundred and Twenty (\$120.00) Dollars. Itemization for hauling is attached and marked as Exhibit "C".

13. The Plaintiff brings this action against the Defendant to recover the following items:

- (A). One Thousand Two Hundred (\$1200.00) Dollars in cash paid.
- (B). Six Hundred and Seven (\$607.00) Dollars in labor and materials on the Chevrolet Pick-up Truck.
- (C). One Hundred and Ninety-Six Dollars and Fifty Cents (\$196.50) in labor and materials on the Ford Van.
- (D). Six Hundred and Fourteen (\$614.00) Dollars in materials and labor on the trailer.
- (E). Eighty-Seven Dollars and Fifty Cents (\$87.50) paid as a filing fee to the District Justice.
- (F). One Hundred and Twenty (\$120.00) in equipment hauling fees.
- (G). Any and all legal fees associated with this case paid or yet to be paid.
- (H). 1 1/2% interest per month on money owed.
- (I). Lost wages.
- (J). Any other incurred costs.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$2825.00, plus interest, court costs, legal fees, and such other reasonable costs as the court may allow.

VERIFICATION

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



RANDY ROBERTS

Untitled

TRUCK

Oil	\$12.00
Filter	5.00
Antifreeze	40.00
Labor	550.00
Total	\$607.00

VAN

Brake Line	\$20.00
Brake Fluid	4.00
Fittings	7.50
Fuel Pump Fuses	15.00
Labor	150.00
Total	196.50

Truck	\$607.00
Van	196.50

Parts & Labor

Total	\$803.50
Cash Pd.	1200.00
to John	

Grand Total *PAID OUT*
for Trailer \$2003.50

Untitled

TRAILER PARTS AND LABOR

Cut brake drums, repairs to brake system, and repack wheel bearings

<i>Labor</i>	\$129.00
<i>Parts</i>	60.00

Replace 2 pressure treated deck planks

<i>Labor</i>	43.00
<i>Lumber</i>	50.00

Install new marker lights and clearance lights. Install reflective tape. Wire in new lights.

<i>Labor</i>	86.00
<i>Parts</i>	50.00

Install 2 ramp safety latches

<i>Labor</i>	25.00
<i>Parts</i>	20.00

Repair bent fenders

<i>Labor</i>	50.00
--------------	--------------

Paint ramps and tongue

<i>Labor</i>	86.00
<i>Paint</i>	15.00

Grand Total \$614.00

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

RANDY ROBERTS,
Plaintiff

No. 07-788- C.D.

Vs.

JOHN J. DUPREZ,
Defendant

Type of Pleading
Certificate Of Service
(Mail)

Filed on Behalf of:
RANDY ROBERTS
Plaintiff

Counsel of Record for
this Party:

PRO SE

FILED ^{cc}
JUN 04 2007
11:56 AM P.M.

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDY ROBERTS,
Plaintiff

No. 07-788- C.D.

Vs.

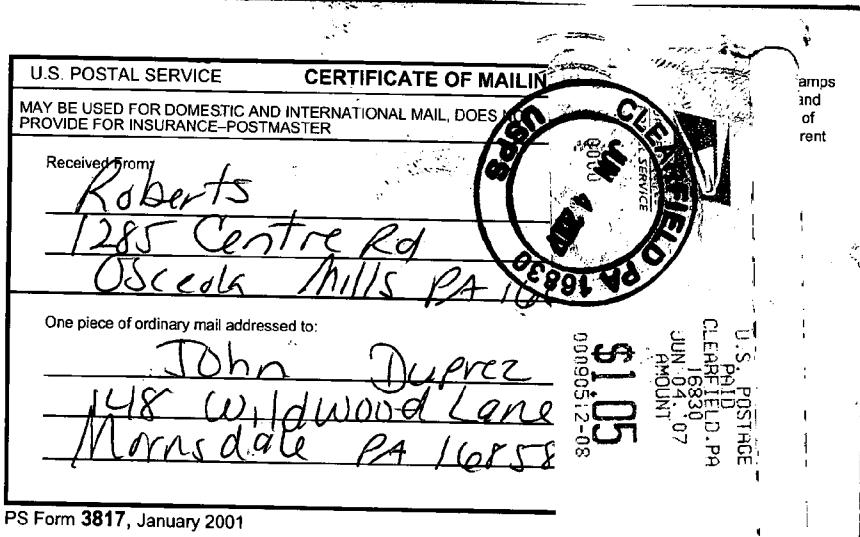
JOHN J. DUPREZ,
Defendant

CERTIFICATE OF SERVICE

I, RANDY ROBERTS, Plaintiff above named, do hereby certify that on the Monday day of June, 4, 2007, I caused a certified copy of the Complaint to be mailed, first class - postage prepaid, to the Defendant at his address as follows:

John J. DuPrez
148 Wildwood Lane
Morrisdale, Pennsylvania 16858.


RANDY ROBERTS



FILED

JUN 04 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDY ROBERTS,

Plaintiff,

vs.

No. 2007-788-CD

JOHN J. DUPREZ,

Defendant.

Type of case: Appeal from Award
of the District Magistrate

Type of pleading: Answer, New
Matter and Counterclaim

Filed on behalf of: Defendant

Counsel for Defendant:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
21 1/2 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED 3cc
0184370 Atty
JUL 09 2007
GW

William A. Shaw
Prothonotary/Clerk of Courts

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

RANDY ROBERTS, :
Plaintiff, :
vs. : No. 2007-788-CD
JOHN J. DUPREZ, :
Defendant. :
:

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this answer, new matter and counterclaim 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
230 East Market Street, Suite 228
Clearfield, Pennsylvania 16830
(814) 765-2641

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

RANDY ROBERTS, :
Plaintiff, :
vs. : No. 2007-788-CD
JOHN J. DUPREZ, :
Defendant. :

ANSWER

NOW, come the Defendant, JOHN J. DUPREZ, by and through his attorneys,
NEISWENDER & KUBISTA and makes his Answer to Plaintiffs' Complaint as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted in part, denied in part. It is admitted that Defendant agreed to sell the trailer in question to Plaintiff. It is denied that there was a total purchase price agreed upon.
4. Paragraph 4(A.) is admitted.

Paragraph 4(B.) is admitted in part, denied in part. It is admitted that Plaintiff was to complete repairs on Defendant's 1993 Chevrolet 2500 Pick-up Truck. It is denied that Plaintiff was to replace the engine or complete repairs on a 1996 Ford Van.

5. Paragraph 5 is admitted in part, denied in part. It is admitted that Plaintiff paid Defendant One Thousand Two Hundred Dollars (\$1,200.00) in cash. It is denied that Plaintiff completed the agreed upon work and repairs to both vehicles.

6. Paragraph 6 is denied. It is denied that the value of Plaintiff's materials and labor for the Chevrolet Pick-up Truck totaled Six Hundred and Seven Dollars (\$607.00) and the value of Plaintiff's materials and labor for the Ford Van totaled One Hundred Ninety-six Dollars and Fifty Cents (\$196.50). Strict proof thereof is demanded.
7. Paragraph 7 is denied. It is denied that the work was completed on the Chevrolet Pick-up Truck. Defendant does not have knowledge of work that may have been done on the Ford Van. Defendant did not consider the purchase price of the trailer to be paid in full.
8. Paragraph 8 is denied. It is denied that Plaintiff did work on the trailer valued at Six Hundred and Fourteen Dollars (\$614.00). Strict proof thereof is demanded.
9. Paragraph 9 is admitted. Defendant did repossess the trailer following Plaintiff's breach of the agreement.
10. Paragraph 10 is admitted.
11. Paragraph 11 is admitted in part, denied in part. It is admitted that Defendant had the trailer and cash in his possession. It is denied that Plaintiff was not paid for a portion of the work he completed on the truck. It is admitted that Plaintiff was not paid for work done on the van or trailer, as neither was part of the agreement between the parties.
12. Paragraph 12 is neither admitted, nor denied. After a reasonable investigation, Defendant is without knowledge sufficient to formulate an answer to Plaintiff's averment.
13. Paragraph 13 does not require an answer.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

NEW MATTER

NOW, comes the Defendant, JOHN J. DUPREZ, by and through his attorneys, NEISWENDER & KUBISTA and avers as New Matter the following:

14. Defendant restates and incorporates Paragraphs 1 through 13 above as if stated at length herein.
15. In September 2006, Defendant entered into an oral contract to sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1,200.00) in addition to Plaintiff performing all work necessary for Defendant's Chevrolet Pick-up Truck to pass state inspection.
16. The 1996 Ford Van was not part of the agreement as it was in the possession of Defendant's estranged wife.
17. After many months had passed with no progress on the work to Defendant's truck, Defendant agreed to pay Plaintiff Three Hundred Fifty Dollars (\$350.00) to replace the engine in the Chevrolet Pick-up Truck. This agreement was separate from the initial agreement and Plaintiff was paid in full for the job when it was completed.
18. Plaintiff never repaired the Chevrolet Pick-up Truck to the condition where it would pass state inspection.
19. During the approximately nine (9) months that Plaintiff was working on the Chevrolet Pick-up Truck, he used the trailer with no compensation to Defendant.
20. The improvements allegedly made to the trailer consisted of adding reflective tape and running lights. Both were done at minimal cost and without Defendant's consent.
21. When it became apparent to Defendant that Plaintiff had no intention of completing the work on the Chevrolet Pick-up Truck and was in breach of the contract, Defendant repossessed the trailer.

22. Defendant is not responsible for any costs associated with work completed on the van or the trailer, as the work was not part of the agreement between Plaintiff and Defendant.
23. Defendant was forced to expend a significant amount of money to repair the Chevrolet Pick-up Truck to the condition that it would pass state inspection.
24. Plaintiff's cause of action is barred by the doctrine of accord and satisfaction.
25. Defendant acted with the consent of the Plaintiff.
26. Plaintiff's cause of action is barred by estoppel.
27. Plaintiff's cause of action is barred because Plaintiff failed to give consideration.
28. Plaintiff's cause of action is barred due to fraud perpetrated by the Plaintiff.
29. Defendant's actions were at all times justified.
30. Plaintiff's cause of action is barred by the doctrine of laches.
31. Defendant acted as a result of license given by the Plaintiff.
32. Defendant acted with privilege at all times.
33. Plaintiff's cause of action is barred because Defendant was released from obligation.
34. Plaintiff's cause of action is barred by the statute of frauds.
35. Plaintiff's cause of action is barred by the statute of limitations.
36. Plaintiff's cause of action is barred by the doctrine of truth and waiver.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendant.

COUNTERCLAIM

NOW, comes the Defendant, JOHN J. DUPREZ, by and through his attorneys, NEISWENDER & KUBISTA and avers as a Counterclaim the following:

COUNT I – BREACH OF CONTRACT

37. Defendant restates and incorporates Paragraphs 1 through 36 above as if stated at length herein.
38. Defendant entered into an oral contract with Plaintiff to sell a trailer in exchange for One Thousand Two Hundred Dollars (\$1,200.00) and repairs on Defendant's Chevrolet Pick-up Truck to the extent that it would pass state inspection.
39. Plaintiff breached the contract by failing to complete the repairs on Defendant's Chevrolet Pick-up Truck.
40. When Defendant became aware that Plaintiff was not going to complete the contract, Defendant repossessed the trailer.
41. During the nine (9) months that Plaintiff had Defendant's Chevrolet Pick-up Truck in his possession, Defendant was without the use of his truck for work. Defendant expended over Eight Hundred Dollars (\$800.00) securing alternate transportation during that time.
42. As a result of Plaintiff's breach, Defendant was required to spend a significant amount of money to repair his truck to the condition that it would pass state inspection. *See attached Exhibit "A"*

WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff in an amount less than \$20,000.00, plus interest and costs of the suit.

COUNT II – UNJUST ENRICHMENT

43. Defendant restates and incorporates Paragraphs 1 through 42 above as if stated at length herein.

44. During the nine (9) months that Plaintiff was allegedly working on Defendant's truck, Defendant purchased various parts totaling One Hundred Seventy-seven dollars and Seventy-two Cents (\$177.72) to finish the job, which was never completed. The parts were never returned to Defendant. *See attached Exhibit "B"*

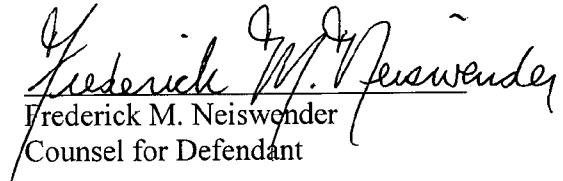
45. Also, during the time period mentioned above, Plaintiff maintained the use and enjoyment of the trailer prior to completing the contract. Defendant is entitled to reasonable rent for the use of the trailer during that time period.

46. When Defendant repossessed the trailer in question, Plaintiff retained chains and binders valued at Six Hundred Thirty-eight Dollars and Three Cents (\$638.03) that were the property of Defendant and not part of the oral contract. When Defendant requested their return, Plaintiff refused. *See attached Exhibit "C"*

47. As set forth above, Defendant acted to his detriment in reliance upon the oral contract between he and Plaintiff. Upon Plaintiff's breach Defendant is entitled to compensation for his loss in the form of damages.

WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff in an amount less than \$20,000.00, plus interest and costs of the suit.

Respectfully submitted,



Frederick M. Neiswender
Counsel for Defendant

Mark Stiner's Garage AB
263-4089

410839

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE			
NAME		John Duprez		7-20-07			
ADDRESS							
CITY, STATE, ZIP							
SOLD BY	93 Chevy TK	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION	PRICE	AMOUNT				
1	Set Head Gaskets						
2	Rings	7.00	28.00				
3							
4	Front Brake Pads	22.00					
5	Rear Brake Shoes	22.00					
6							
7	2 Wheel Bearings	60.00	120.00				
8							
9	2 hrs Labor	25.00	52.50				
10							
11							
12	Estimate Sub total	949.00					
13							
14	Tax	56.94					
15							
16							
17	Estimate Total	1005.94					
18							
19							
20							
RECEIVED BY							

adams
5805

KEEP THIS SLIP FOR REFERENCE

Exhibit "A"



We're ready in Advance.

Store # 01257
CB140 342-9101
AMES PLAZA, RT. 322
PHILIPSBURG Ph 16866
11/11/2006 12:16:00 REG 01
Cashier: Matthew J

ITEM	QTY	PRICE	TOTAL
OIL THREAD KT HELIC	4553145		
55466	10	\$29.98	\$29.98
Sub total			\$29.98
Tax @ 6.00%			\$1.80
Total			\$31.78

Transaction #2467
(000)000-0000

CARD TYPE: MasterCard
ACCOUNT #: XXXXXXXXXXXXXXX7641
AUTH CODE: 183596 AMOUNT: \$31.78

Cardholder acknowledges receipt of
goods and/or services to the amount of
total shown herein and agrees to per-
form the obligations set forth in the
cardholder's agreement with the issuer.

Scan to RETURN items



EX75193001.107*

Transaction #2467
RECEIPT REQUIRED FOR RETURNS
WARRANTY INFORMATION AVAILABLE
Visit us at www.advanceautoparts.com
CUSTOMER COPY

Exhibit "B"



1340611-95
1340611-95

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

CONTROL NO.

1340611-95

RECEIVED X

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO.	SOLD TO		
04815 DARALEE DUPREZ			
STORE EMPLOYEE (10) MC-7641/821730			
QUANTITY	PART NUMBER	LINE	DESCRIPTION
1.00	1050-ST	THM	OUTLET 6A
1.00	ES2500	SOR	BOOS PAC
SUB TOTAL	74.01	MISC.	0.00

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/08/06	212084	07245617		
TIME	PURCHASE ORDER NO.	ATTENTION		
15:52				
	INVOICE TYPE	I/C		



1340611-95
1340611-95

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

CONTROL NO.

1340611-95

ACCT. NO.	SOLD TO		
04815 DARALEE DUPREZ			
STORE EMPLOYEE (10) MC-7641/354730			
QUANTITY	PART NUMBER	LINE	DESCRIPTION
1.00	16PB	LIN	WESTLY BL
1.00	HS-3428-A	NGA	HEAD SET
SUB TOTAL	56.21	MISC.	0.00

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/09/06	212306	07245617		
TIME	PURCHASE ORDER NO.	ATTENTION		
15:43				
	INVOICE TYPE	I/C		



1340611-95
1340611-95

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

CONTROL NO.

1340611

ACCT. NO.	SOLD TO		
04815 DARALEE DUPREZ			
STORE EMPLOYEE (10) MC-7641/768275			
QUANTITY	PART NUMBER	LINE	DESCRIPTION
1.00	575-1072	BK	AIR BLOW
2.00	6752	TCC	STARTING
1.00	72757	FDR	WIRE KNOT
Exhibit "B"			
SUB TOTAL	7.45	MISC.	0.00

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/10/06	212467	07245617		
TIME	PURCHASE ORDER NO.	ATTENTION		
12:28				
	INVOICE TYPE	I/C		



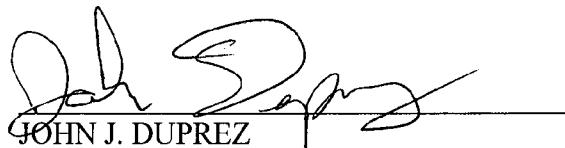
H & B HARDWARE

BOX 66 • KYLERTOWN, PA 16847
MOUNTAIN VIEW CENTER
TEL: 345-6416

Customer's Order No.		Date <u>4/19</u> <u>2067</u>					
Name <u>John Duprez</u>							
Address							
Price Quote							
SOLD BY <u>RK</u>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION			PRICE	AMOUNT		
6	Hooks			9.19	55	14	
65ft	Chain			3.17	233	35	
4	Pounder			14.99	299	96	
1	Tie Downs (2Pak)			27.99	27	99	
1	Tie Downs (3Pak)			31.59	21	59	
All claims and returned goods MUST be accompanied by this bill.					TAX		
13984 Received By					TOTAL	638	03

JOHN J. DUPREZ hereby states that he is the Defendant in this action and that the statements of fact made in the foregoing Answer, New Matter and Counterclaim are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 7/3/07



John J. DUPREZ

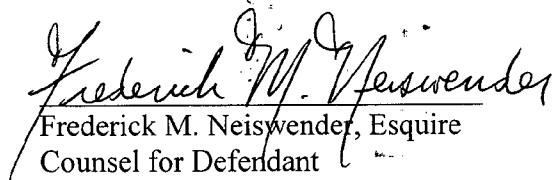
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RANDY ROBERTS, :
Plaintiff, :
vs. : No. 2007-788-CD
JOHN J. DUPREZ, :
Defendant. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon Randy Roberts on July 9, 2007, by mailing, first class, postage prepaid, a true copy to him, at the following address:

Randy Roberts
1285 Centre Road
Osceola Mills, Pennsylvania 16666


Frederick M. Neiswender, Esquire
Counsel for Defendant

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

RANDY ROBERTS
Plaintiff/Appellant

vs.

JOHN J. DUPREZ
Defendant/Apellee

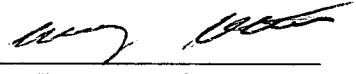
District Justice Appeal
CASE NO. 2007-788-C.D.

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment against the Defendant above named in the amount of \$3390.76 plus costs for the Defendant failure to answer the Complaint within twenty (20) days of service thereof.

I hereby certify that a Notice of Intention to Enter Default Judgment was mailed to the Defendant on June 27, 2007, being at least ten (10) days prior to the date of the filing of this Praecipe. A true and correct copy of the Notice of Intention to Enter Default Judgment mailed in this case is attached to this Praecipe.


RANDY ROBERTS

FILED *as \$20.00 Piff*
0/8:30 am notice to deft
JUL 10 2007 statement to Atty
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

RANDY ROBERTS
Plaintiff/Appellant

vs.

JOHN J. DUPREZ
Defendant/Apellee

District Justice Appeal
CASE NO. 2007-788-C.D.

To: John J. Duprez

Date of Notice: June 26, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT 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 FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830
(814)-765-2641, EXTENSION 1300



1285 CENTRE ROAD
OSCEOLA MILLS, PA. 16666

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Randy Roberts

Vs.

No. 2007-00788-CD

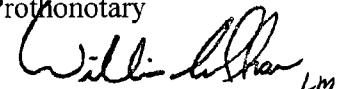
John J. Duprez

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$3390.76 on July 10, 2007.

William A. Shaw

Prothonotary



William A. Shaw

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

COPY

Randy Roberts
Plaintiff(s)

No.: 2007-00788-CD

Real Debt: \$3390.76

Atty's Comm: \$

Vs.

Costs: \$

John J. Duprez
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 10, 2007

Expires: July 10, 2012

Certified from the record this July 10, 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

RANDY ROBERTS
Plaintiff

vs.

JOHN J. DUPREZ
Defendant

District Justice Appeal
CASE NO. 2007-788-C.D.

Type of Pleading:
ANSWER

Filed on Behalf of:
RANDY ROBERTS
PLAINTIFF

1285 Centre Road
Osceola Mills, Pa. 16666

FILED

JUL 30 2007

07/30/07
William A. Shaw
Prothonotary/Clerk of Courts

1 cent To Duff

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

RANDY ROBERTS
Plaintiff

vs.

District Justice Appeal
CASE NO. 2007-788-C.D.

JOHN J. DUPREZ
Defendant

ANSWER TO NEW MATTER

NOW, comes the Plaintiff, RANDY ROBERTS, and makes his Answer to Defendants' New Matter as follows:

1. Paragraphs 1 through 13 requires no answer, as it is an answer from Defendant to Plaintiffs' Complaint.
14. Paragraph 14 requires no answer.
15. Paragraph 15 is admitted in part, denied in part. It is admitted that Defendant sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1200.00). It is denied that Plaintiff perform work on Defendant's Chevrolet Pick-up Truck to pass state inspection.
16. Paragraph 16 is denied. The 1996 Ford Van was part of the agreement, as Defendant had possession of said vehicle.
17. Paragraph 17 is denied. Plaintiff did not have Chevrolet Truck for months, nor did Defendant pay Plaintiff Three Hundred Fifty Dollars (\$350.00) to replace engine in said truck.
18. Paragraph 18 is denied. Plaintiff was not to work on Chevrolet Truck to pass state inspection.
19. Paragraph 19 is denied. Plaintiff did not have the Chevrolet Truck for nine (9) months, and did not owe Defendant any compensation for the trailer.
20. Paragraph 20 is admitted in part, denied in part. Some of the improvements to the trailer did consist of reflective tape and running lights. Plaintiff did not need Defendants' consent at the time of improvements.
21. Paragraph 21 is denied. Plaintiff was not in breach of contract.

22. Paragraph 22 is denied. Defendant is responsible for work completed on the van and trailer, as the van was part of agreement between Plaintiff and Defendant, and trailer is no longer in Plaintiffs' possession.

23. Paragraph 23 is neither admitted or denied. Plaintiff has no knowledge of what Chevrolet Truck would need repaired to pass state inspection, as it was not part of the agreement between the Plaintiff and Defendant.

24. Paragraph 24 is denied. The Plaintiff is due all monies requested.

25. Paragraph 25 is denied. Plaintiff did not consent to Defendants' actions.

26. Paragraph 26 is denied. Plaintiff did not mislead Defendant.

27. Paragraph 27 is denied. Plaintiff acted within contract boundaries.

28. Paragraph 28 is denied. Plaintiff did not act fraudulently.

29. Paragraph 29 is denied. Defendant's actions were not at all times justified.

30. Paragraph 30 is denied. Plaintiff did perform work in a timely manner.

31. Paragraph 31 is neither admitted nor denied.

32. Paragraph 32 is denied. Defendant did not have cause in all his actions.

33. Paragraph 33 is denied. Defendant is obligated to pay debt owed to Plaintiff.

34. Paragraph 34 is denied. Plaintiff did not commit fraud.

35. Paragraph 35 is denied. The statute of limitations has not passed.

36. Paragraph 36 is denied. Plaintiff has stated the actual facts and Defendant has broken the agreement.

WHEREFORE, Plaintiff respectfully requests this Court dismiss Defendant's New Matter and enter judgment in favor of the Plaintiff.

ANSWER TO COUNTERCLAIM

37. Paragraph 37 requires no answer, as it was addressed in Answer to New Matter.

38. Paragraph 38 is admitted in part, denied in part. It is admitted that Defendant sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1200.00). It is denied that Plaintiff perform work on Defendant's Chevrolet Pick-up Truck to pass state inspection.

39. Paragraph 39 is denied. Plaintiff did not breach contract. Repairs were completed on Defendant's Chevrolet Pick-up Truck.

40. Paragraph 40 is denied. Plaintiff did complete the contract with Defendant. Defendant removed trailer from Plaintiff's property for other reasons.

41. Paragraph 41(A) is denied. Plaintiff did not have Defendant's Truck for nine (9) months.
Paragraph 41(B) is neither admitted, nor denied. After a reasonable investigation, Plaintiff is without knowledge sufficient to formulate an answer to Defendant's claim. Strict proof thereof is demanded.

42. Paragraph 42 is neither admitted, nor denied. After reviewing Exhibit "A", it is not a receipt for repairs of said vehicle, but an estimate. The Plaintiff cannot formulate an answer to Defendant's claim.

43. Paragraph 43 requires no answer, as it was addressed previously.

44. Paragraph 44(A) is denied. Plaintiff did not have Defendant's truck for nine (9) months.
Paragraph 44(B) is neither admitted, nor denied. Plaintiff finds Exhibit "B" to be illegible. Plaintiff cannot formulate an answer to Defendant's claim.

45. Paragraph 45 is denied. Plaintiff does not owe Defendant any rent, because at the time, Plaintiff had agreement fulfilled.

46. Paragraph 46 is denied. Defendant did not make contact with Plaintiff, by phone or otherwise, after trailer was removed from Plaintiff's property. There were no chains or binders as per original contract.

47. Paragraph 47 is denied. Defendant is not entitled to any compensation as there was no breach of contract.

WHEREFORE, Plaintiff respectfully requests this Court dismiss Defendant's Counterclaim and enter judgment in favor of the Plaintiff.



RANDY ROBERTS, Plaintiff

VERIFICATION

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



RANDY ROBERTS

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

RANDY ROBERTS
Plaintiff

NO. 2007-788-C.D.

vs.

JOHN J. DUPREZ
Defendant

Type of Pleading:
Certificate of Service
(Mail)

Filed on Behalf of:
RANDY ROBERTS
Plaintiff

FILED

JUL 30 2007
07/30/07
William A. Shaw
Prothonotary/Clerk of Courts

1 CEN + TG BURE

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

RANDY ROBERTS

Plaintiff

vs.

JOHN J. DUPREZ

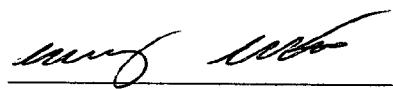
Defendant

District Justice Appeal
CASE NO. 2007-788-C.D.

CERTIFICATE OF SERVICE

I, Randy Roberts, Plaintiff above named, do hereby certify that on the 30 day of July, 2007, I caused a certified copy of the Answer to New Matter and Counterclaim to be mailed, first class - postage paid, to the Defendant's Counsel of Record at the following address:

Frederick M. Neiswender, Esquire
211 ½ North Second Street
Clearfield, Pa. 16830



RANDY ROBERTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RANDY ROBERTS
(Plaintiff)

CIVIL ACTION

1285 CENTRE ROAD
(Street Address)

Osceola Mills PA 16666
(City, State ZIP)

No. 2007-488-CD

Type of Case: APPEAL FROM AWARD OF THE
DISTRICT MAGISTRATE

Type of Pleading: COMPLAINT

certificate of service

VS.

JOHN J. DUPREZ
(Defendant)

Filed on Behalf of:

RANDY ROBERTS
(Plaintiff/Defendant)

148 WILDWOOD LANE
(Street Address)

MORRISDALE PA 16858
(City, State ZIP)

FILED

JUL 30 2007

011145/2007

William A. Shaw
Prothonotary/Clerk of Courts

2 C.R.R. + 70 P.R.R.

RANDY ROBERTS
(Filed by)

1285 CENTRE ROAD Osceola Mills
PA 16666
(Address)

814-342-2651
(Phone)

Randy Roberts
(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): RANDY ROBERTS

Case Number: 2007-788-CD

Defendant(s): John S. SUPREZ

To the Prothonotary:

Arbitration Limit: _____

Type Trial Requested: Jury

Non-Jury

Arbitration

Estimated Trial Time: half day

Jury Demand Filed By: _____

Date Jury Demand Filed: _____

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.

John Roberts
(Signature)

7-30-07
(Date)

For the Plaintiff: _____ Telephone Number _____

For the Defendant: _____ Telephone Number _____

For Additional Defendant: _____ Telephone Number _____

Certification of Current Address for all parties or counsel of record:

Name: <u>RANDY ROBERTS</u>	Address: <u>1285 CENTRE ROAD</u>	City/State/Zip: <u>Osceola Mills PA 16666</u>
Name: <u>FREDERICK M. NEISWENDER</u>	Address: <u>211 1/2 N. 2nd ST</u>	City/State/Zip: <u>CLEARFIELD PA 16830</u>
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

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

RANDY ROBERTS :
vs. : No. 07-788-CD
JOHN J. DUPREZ :
: CA

ORDER

AND NOW, this 10th day of October, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Thursday, November 29, 2007 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Christopher J. Shaw, Esquire, Chairman

Paul Colavecchi, Esquire

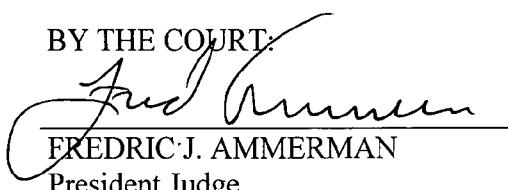
Lea Ann Heltzel, Esquire

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

FILED
01257616 CC
OCT 10 2007 CJA

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Randy Roberts
vs.
John J. Duprez

No. 2007-00788-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 29th day of November, 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.

Christopher J. Shaw, Esq.

Christopher J. Shaw

Chairman

Christopher J. Shaw

Paul Colavecchi, Esq.
Lea Ann Heltzel, Esq.

Sworn to and subscribed before me this
November 29, 2007

W. A. Shaw

Prothonotary

Christopher J. Shaw

AWARD OF ARBITRATORS

Now, this 29 day of November, 2007, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: Judgment for Plaintiff & against Defendant in the amount of \$1,900.00 + \$20.00 Court costs for a total of \$1,920.00.

(Continue if needed on reverse.)

Christopher J. Shaw Chairman

Paul Colavecchi

Lea Ann Heltzel

ENTRY OF AWARD

Now, this 29th day of November, 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

W. A. Shaw
Prothonotary

By _____

FILED
01/28/2008
NOV 29 2007
Notice to Plaintiff and
Atty Neiswender

William A. Shaw
Prothonotary/Clerk of Courts

Randy Roberts

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2007-00788-CD

Vs.

John J. Duprez

COPY

NOTICE OF AWARD

TO: RANDY ROBERTS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 29, 2007, and have awarded:

Judgment for Plaintiff and against Defendant in the amount of \$1,900.00 + \$20.00 court costs for a total of \$1,920.00

William A. Shaw

Prothonotary

By

November 29, 2007

Date

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

Randy Roberts

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2007-00788-CD

John J. Duprez

:

OPY

NOTICE OF AWARD

TO: FREDERICK M. NEISWENDER, ESQ.

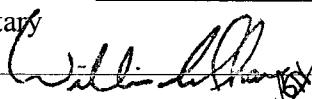
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 29, 2007, and have awarded:

Judgment for Plaintiff and against Defendant in the amount of \$1,900.00 + \$20.00 court costs for a total of \$1,920.00

William A. Shaw

Prothonotary

By



November 29, 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 CLEARFIELD COUNTY,
PENNSYLVANIA

RANDY ROBERTS

Plaintiff

CASE NO. 2007-788-C.D.

vs.

JOHN J. DUPREZ

Defendant

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment against the Defendant above named in the amount of \$1920.00 plus costs for the Defendant's failure to answer the Notice of Award from the Arbitration Hearing held on November 29, 2007.

Respectfully,



RANDY ROBERTS

FILED 1/4/2008 Piff pd. 20.00
JAN 22 2008 Notice to
Atty Neiswender
(for Def.)
William A. Shaw
Prothonotary/Clerk of Courts
Statement to Piff

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Randy Roberts

Vs.

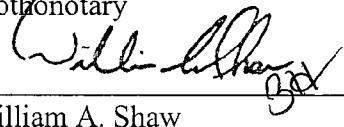
No. 2007-00788-CD

John J. Duprez

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$1,920.00 on January 22, 2008.

William A. Shaw
Prothonotary



William A. Shaw

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

COPY

Randy Roberts
Plaintiff(s)

No.: 2007-00788-CD

Real Debt: \$1,920.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John J. Duprez
Defendant(s)

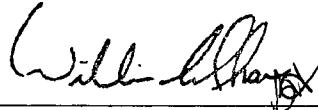
Entry: \$20.00

Instrument: Judgment from Award of
Arbitrators

Date of Entry: January 22, 2008

Expires: January 22, 2013

Certified from the record this 22nd day of January, 2008.



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

FILED *(P.D.)*

APR 16 2008

0/12:00 pm

William A. Shaw

Prothonotary/Clerk of Courts

2 CENTS *to*

PLAINTIFF

w/7 WRITS

RANDY ROBERTS
Plaintiff

CASE NO. 2007-788-C.D.

vs.

JOHN J. DUPREZ
Defendant

**PRAECIPE FOR WRIT
OF EXECUTION**

WRIT OF EXECUTION

CLAIM FOR EXEMPTION

Filed on behalf of:
RANDY ROBERTS
Plaintiff

Counsel of Record for
This Party:

PRO SE

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

RANDY ROBERTS

Plaintiff

CASE NO. 2007-788-C.D.

vs.

JOHN J. DUPREZ

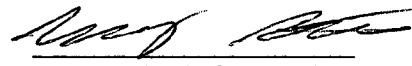
Defendant

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Please issue a writ of execution for cash and/or personal property in the above matter against the Defendant, John J. Duprez in the amount of \$1940.00, plus costs of writ of execution.

Respectfully,



RANDY ROBERTS

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

RANDY ROBERTS
Plaintiff

vs.

NO. 2007-788-C.D.

JOHN J. DUPREZ
Defendant

WRIT OF EXECUTION

TO THE SHERIFF:

To satisfy the judgment and costs against JOHN J. DUPREZ, Defendant:

- (1) You are directed to obtain cash from the defendant to satisfy this judgment, and/or;
- (2) You are directed to levy upon the property of the defendant to sell his interest therein;
- (3) You are further directed to levy upon and sell all other real and personal property belonging to the Defendant and situate within this jurisdiction.

Amount due \$1940.00

Plus costs of execution
of this writ

DATED:

PROTHONOTARY

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

RANDY ROBERTS
Plaintiff

vs.

CASE NO. 2007-788-C.D.

JOHN J. DUPREZ
Defendant

CLAIM FOR EXEMPTION

TO THE SHERIFF,

I, the above named defendant claim exemption of property from levy or attachment:

From my real or personal property in my possession which has been levied upon, I claim the following exemption (specify the property and basis for exemption):

I request a prompt court hearing to determine the exemption.
Notice of the hearing should be given to me at:

(ADDRESS)

(TELEPHONE NO.)

I verify that the statements made in this Claim for Exemption are true and correct.
I understand that false statements herein are made subject to penalties of 18 U.S.C. 1001
relating to unsworn falsification to authorities.

DATE: _____

DEFENDANT: _____

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY

2nd & Market Streets
Clearfield, Pa. 16830
814-765-2641

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

RANDY ROBERTS
Plaintiff

vs.

CASE NO. 2007-788-C.D.

JOHN J. DUPREZ
Defendant

CLAIM FOR EXEMPTION

TO THE PROTHONOTARY,

I, the above named defendant claim exemption of property from levy or attachment:

From my real or personal property in my possession which has been levied upon, I
claim the following exemption (specify the property and basis for exemption):

I request a prompt court hearing to determine the exemption.
Notice of the hearing should be given to me at:

(ADDRESS)

(TELEPHONE NO.)

I verify that the statements made in this Claim for Exemption are true and correct.
I understand that false statements herein are made subject to penalties of 18 U.S.C. 1001
relating to unsworn falsification to authorities.

DATE: _____

DEFENDANT: _____

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE PROTHONOTARY
IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY

2nd & Market Streets
Clearfield, Pa. 16830
814-765-2641

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

RANDY ROBERTS
Plaintiff

vs.

NO. 2007-788-C.D.

JOHN J. DUPREZ
Defendant

WRIT OF EXECUTION

TO THE SHERIFF:

To satisfy the judgment and costs against JOHN J. DUPREZ, Defendant:

- (1) You are directed to obtain cash from the defendant to satisfy this judgment, and/or;
- (2) You are directed to levy upon the property of the defendant to sell his interest therein;
- (3) You are further directed to levy upon and sell all other real and personal property belonging to the Defendant and situate within this jurisdiction.

Amount due \$1940.00

Plus costs of execution
of this writ

Prothonotary costs \$145.00

DATED: APRIL 16, 2008


PROTHONOTARY

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20765
NO: 07-788-CD

PLAINTIFF: RANDY ROBERTS
VS.
DEFENDANT: JOHN J. DUPREZ
Execution PERSONAL PROPERTY

5
FILED
OCTOBER 28 2008
DEC 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

DATE RECEIVED WRIT: 4/16/2008

LEVY TAKEN 5/30/2008 @ 2:45 PM

POSTED 6/6/2008 @ 11:25 AM

SALE HELD 10/10/2008

SOLD TO RANDY ROBERTS

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/4/2008

DATE DEED FILED

PROPERTY ADDRESS 148 WILDWOOD LANE MORRISDALE , PA 16858

SERVICES

5/30/2008 @ 2:45 PM SERVED JOHN J. DUPREZ

SERVED JOHN J. DUPREZ, DEFENDANT, AT HIS RESIDENCE 148 WILDWOOD LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN J. DUPREZ

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY.

6/16/2008 @ 11:00 AM SERVED JOHN J. DUPREZ

SERVED JOHN J. DUPREZ, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN J. DUPREZ

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED JOHN DUPREZ

NOW, JULY 28, 2008 FRANKLIN JURY FILED A PROPERTY CLAIM. AUGUST 7, 2008 THE SHERIFF FOUND IN FAVOR OF THE CLAIMANT.

@ SERVED JOHN DUPREZ

THE SHERIFF SALE WAS ADJUSTED TO REFLECT THE PROPER CHANGES FOR THE PROPERTY CLAIM AND THE SHERIFF SALE SCHEDULED FOR AUGUST 15, 2008 WAS RESCHEDULED TO OCTOBER 10, 2008.

@ SERVED JOHN DUPREZ

DEPUTIES UNABLE TO SERVE JOHN DUPREZ, DEFENDANT, WITH NOTICE OF SALE THE PROPERTY WAS VACANT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20765
NO: 07-788-CD

PLAINTIFF: RANDY ROBERTS

VS

vs.
DEFENDANT: JOHN J. DUPREZ

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$119.03

SURCHARGE \$20.00 **PAID BY** **ATTORNEY**

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
by Cynthia Bledsoe Aughenbaugh
Chester A. Hawkins
Sheriff

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

RANDY ROBERTS
Plaintiff

vs.

NO. 2007-788-C.D.

JOHN J. DUPREZ
Defendant

WRIT OF EXECUTION

Received this 16th day
of April A.D. 2008
At 12:25 A.M./P.M.
Sheriff John G. Heuer
Sheriff of Clearfield County - Commonwealth of Pennsylvania

TO THE SHERIFF:

To satisfy the judgment and costs against JOHN J. DUPREZ, Defendant:

- (1) You are directed to obtain cash from the defendant to satisfy this judgment, and/or;
- (2) You are directed to levy upon the property of the defendant to sell his interest therein;
- (3) You are further directed to levy upon and sell all other real and personal property belonging to the Defendant and situate within this jurisdiction.

Amount due \$1940.00

Plus costs of execution
of this writ

Prothonotary costs \$145.00

DATED: April 16, 2008

W.H.H.
PROTHONOTARY

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

**PERSONAL PROPERTY
SCHEDULE OF DISTRIBUTION**

NAME JOHN J. DUPREZ

NO. 07-788-CD

NOW, December 04, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of John J. Duprez to public venue or outcry at which time and place I sold the same to RANDY ROBERTS he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	9.00
SERVICE	9.00
MILEAGE	13.13
LEVY	20.00
MILEAGE	13.13
POSTING	9.00
CSDS	
COMMISSION	0.00
POSTAGE	1.64
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	13.13
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$119.03

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	1,940.00
INTEREST @ %	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$1,960.00
COSTS:	
ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	119.03
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$264.03

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

RULE 3258 - PROPERTY CLAIM

RANDY ROBERTS

VS

JOHN J. DUPREZ

To the Sheriff:

1. The property listed below and levied upon in this case is not the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

List of Property	Value
<u>Cub cadet riding mower 42" deck</u>	
<u>number matching 1D5S2155</u>	\$ 900. -
<u>2 bags and Shattor pressure washer</u>	\$ 175. -
<u>Honda power travel model # CF64</u>	\$ 200 -
<u>1 Hobart Welder with stand</u>	\$ 300 -
<u>Plastic drum concrete mixer</u>	\$ 389. -

2. The claimant obtained title to the property as follows:

local stores and associates

Date: 6/23/08

Frederick Murphy
(claimant)

Adopted Aug. 30, 1965, effective March 1, 1966.

Rule - 3259

Sheriff's Notice

RANDY ROBERTS

VS

JOHN J. DUPREZ

NO. 07-788-CD

To the Defendant and all other parties in interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by FRANKLIN JURY claiming property listed therein. Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the sheriff without making an appraisal will accept the value of the property set forth in the claim.

Date: July 28, 2008



A handwritten signature in black ink, appearing to read "Sheriff of Clearfield County".

Deputy

Adopted Aug. 30, 1965, effective March 1, 1966.



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641
FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

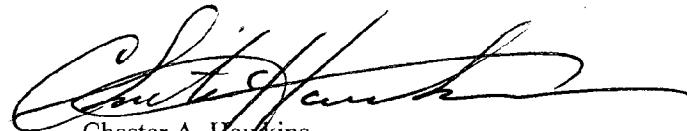
PETER F. SMITH
SOLICITOR

August 7, 2008

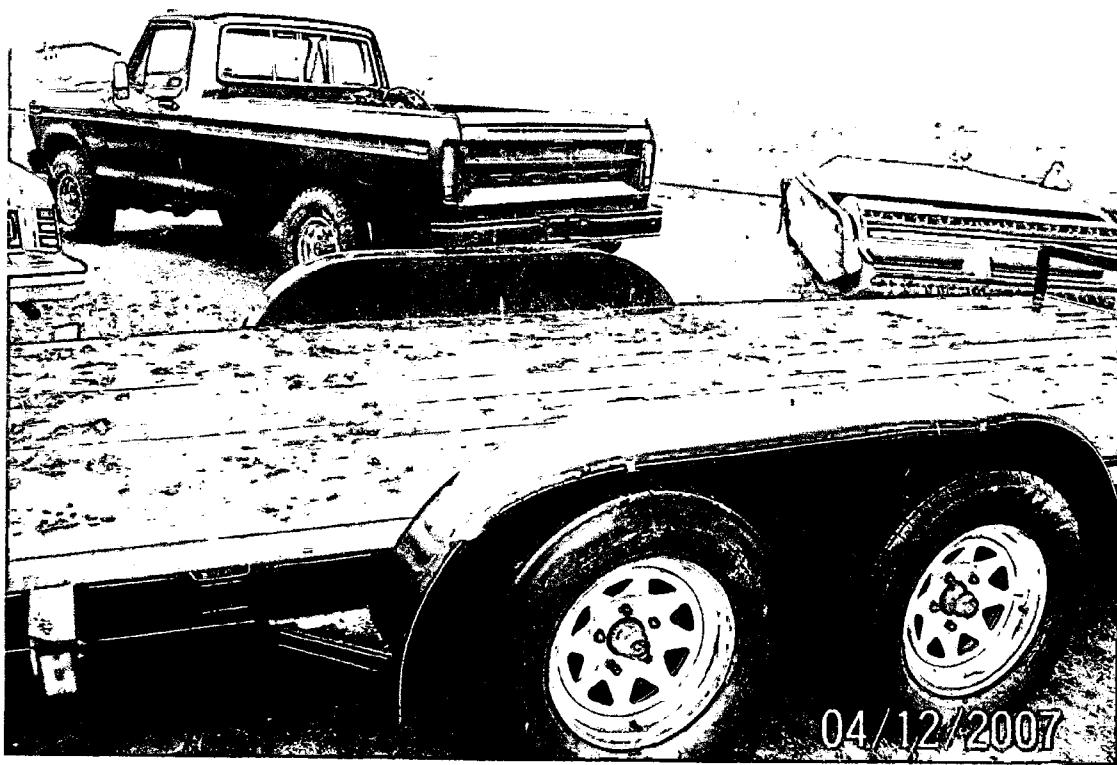
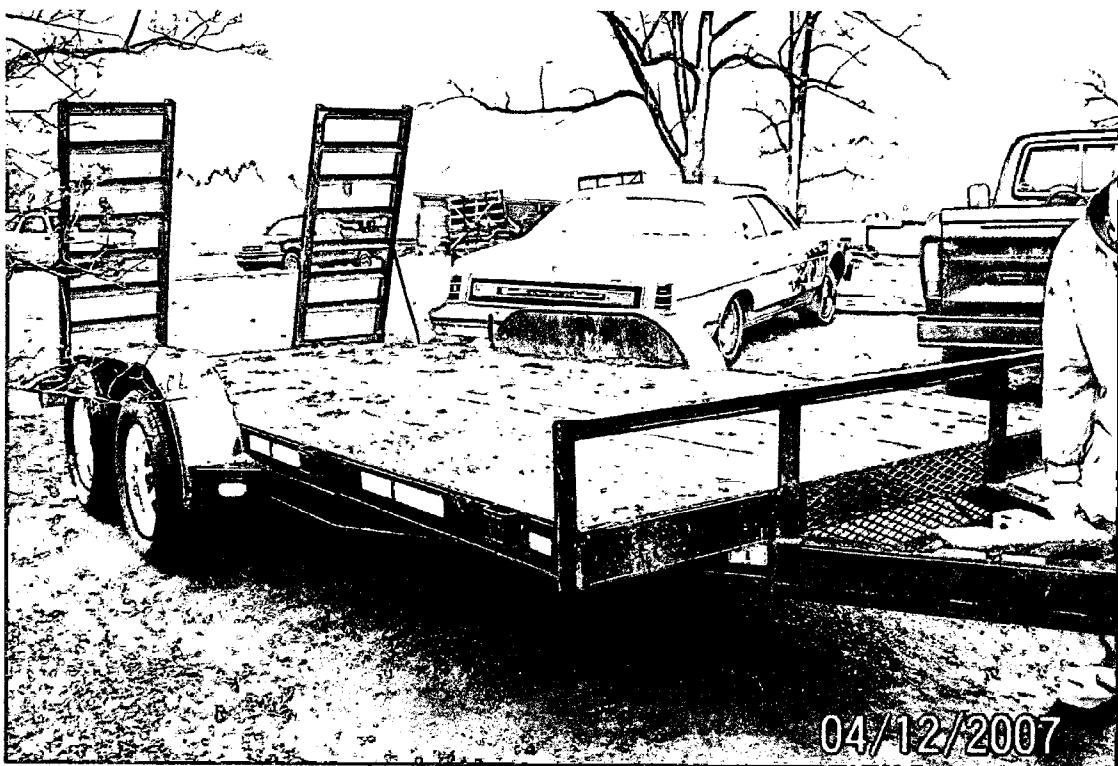
RE: RANDY ROBERTS VS JOHN J. DUPREZ
NO. 2007-788-CD

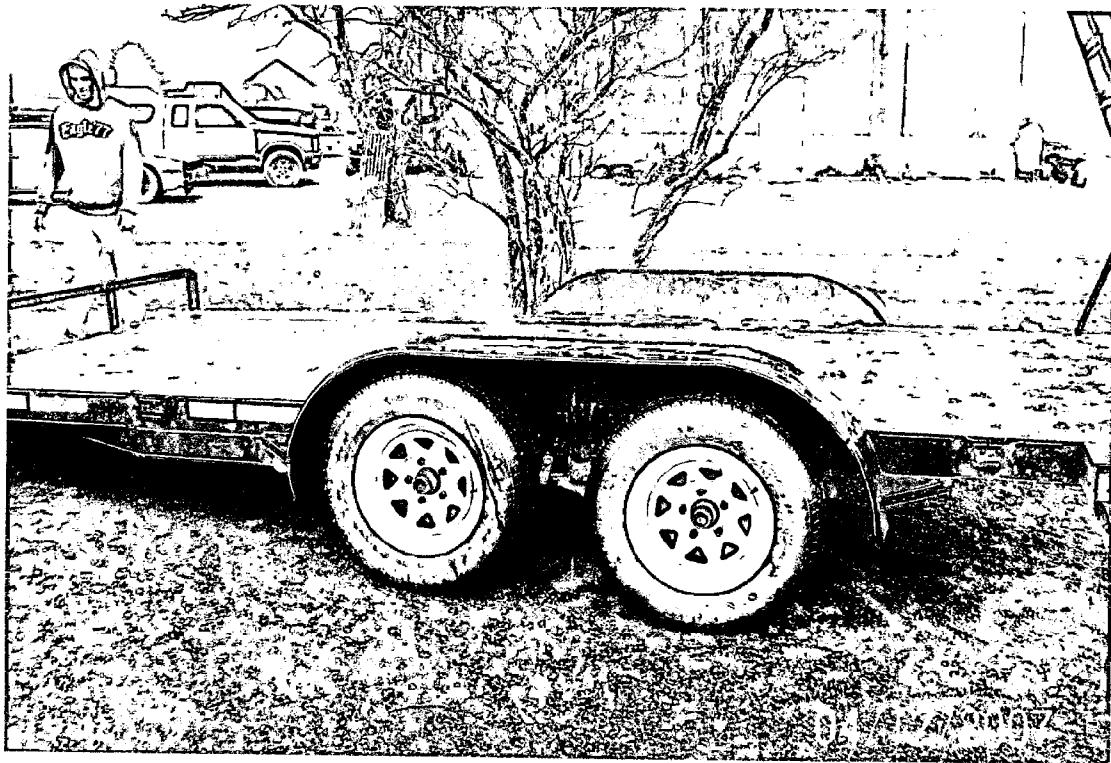
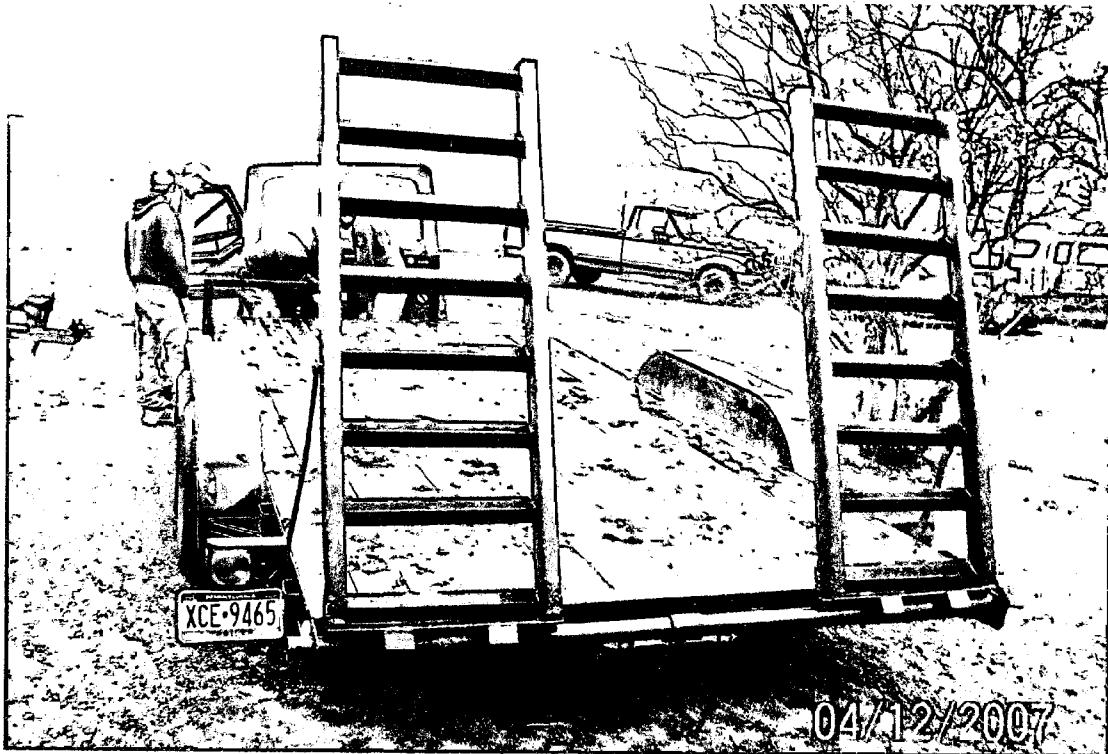
To All Interested Parties:

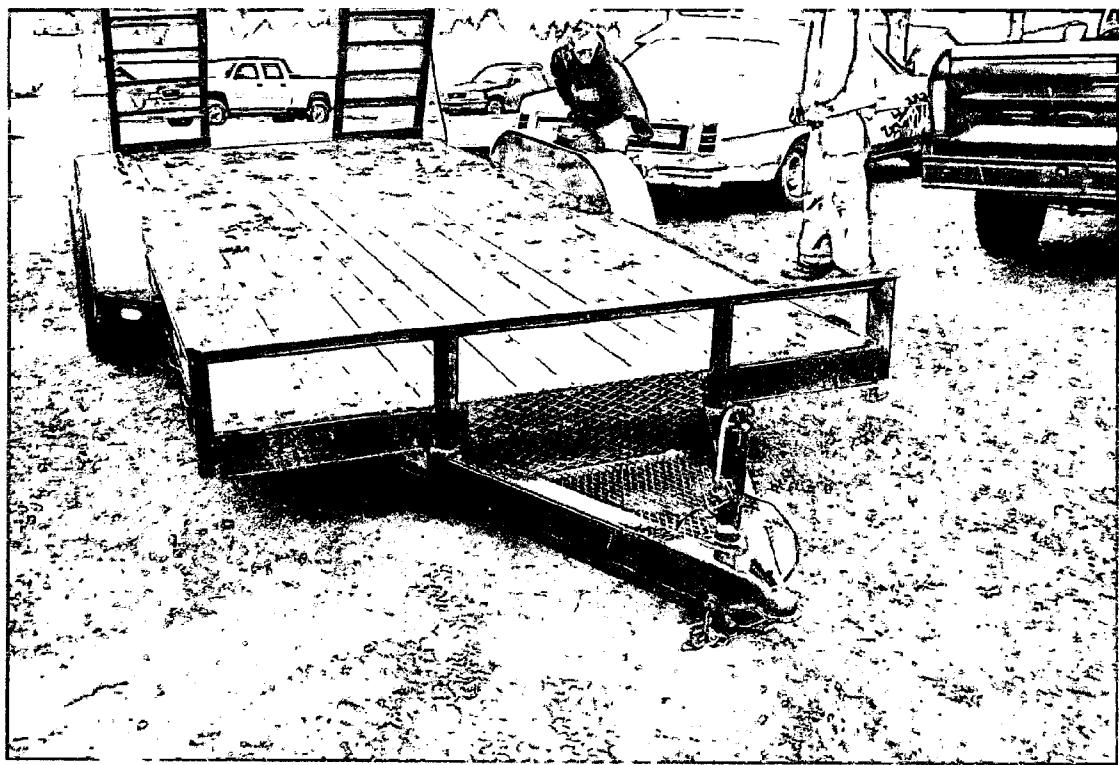
Now this 7TH day of AUGUST, 2008, after having reviewed all the material of the property claim filed by FRANKLIN JURY., on JULY 28, 2008. I find in favor of the claimant. The property levied upon is owned by FRANKLIN JURY.



Chester A. Hawkins,
Sheriff







0

12/29/06

RECEIVED \$ 7500.00
From CENTRE FARM
FOR A CASE 1845
SKID STEER WITH
AUGER, CHAINS, & BINSERS
Paid in full
John Sand

"Baxter Built"

405 West Presqueisle St.
PHILIPSBURG, PA 16866

(814) 342-2382 FAX (814) 342-2383

SOLD BY		DATE	
NAME			
ADDRESS		PHONE	
CITY			
<input checked="" type="checkbox"/> CASH		<input type="checkbox"/> CHARGE	<input type="checkbox"/> MERCHANTISE RETURNED
<input type="checkbox"/> C.O.D.		<input type="checkbox"/> PAID OUT	<input type="checkbox"/> PAID ON ACCOUNT
QTY.	DESCRIPTION	PRICE	AMOUNT
1			
20 ft	3/16" x 3" x 2"	\$ 152.00	
3	Steel tubing		
4			
25 ft	1/4" x 2" x 2"	165.00	
6	Steel angle.		
7			
6 ft	3/8" x 4" x 2"	67.00	
9	Steel angle.		
10			
11			
12	Material for		
13	Trailer ramp		
14			
15			
16			
RECEIVED BY	and in full.	TOTAL	\$ 384.00

THANK YOU

33954



H & B HARDWARE

BOX 66 • KYLERTOWN, PA 16847
MOUNTAIN VIEW CENTER
TEL: 345-6416

Customer's Order No.:		Date		4/19 2067			
Name John Dupree							
Address							
Price Quote							
SOLD BY RK	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION				PRICE	AMOUNT	
6	Hooks				9.19	55.14	
65ft	Chain				3.59	23.35	
4	Pender				24.99	99.96	
1	Tie Downs (2Pak)				27.99	27.99	
1	Tie Downs (3Pak)				21.59	21.59	
All claims and returned goods MUST be accompanied by this bill.							
13984				Received By	TAX		
					TOTAL		638.03

EN-GS-58

AUTOMATIC BUSINESS PRODUCTS CO., INC., 1531 AIRWAY CIRCLE, NEW SMYRNA BEACH, FL 32168,
ORDER TOLL FREE 1-800-243-8192 117270-BT

DT 3-00

D #2

✓ "Pd in full
CK # 1799"

D.C. ENTERPRISES

P.O. Box 406
PHILIPSBURG, PENNSYLVANIA 16866-0406
(814) 342-5313

DON D. W. CONKLIN, OWNER

CUSTOMER'S ORDER NO.	PHONE	DATE			
345-6055	-4-14-	06 10			
NAME					
Duperz Construction					
ADDRESS					
Morrisonale, Pa					
CASH	C.O.D.	CHARGE	ON ACC	MDSE RETD.	PAID OUT
(1) 1993 Chevy 2wd					
3/4 Ton - TK					
'350 - V8"					
4L80E - TRANS					
<u>TRANS</u>					
(30-DAY WARRANTY)			TAX	\$ 27.00	
Do not pay labor					
SOLD BY	RECEIVED BY		TOTAL	\$ 477.00	

All claims and returned goods MUST be
accompanied by this bill.

Thank

17006

PRODUCT 609-2 NEBS Inc., Groton, Mass 01471.

4 * 3



AUTO PARTS

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

CONTROL NO. 1340640

ACCT. NO. 04815 SOLD TO DARALEE DUPREZ

STORE EMPLOYEE

(9) MC-7641/354730

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	16PB	LIN	WESTLY BL	4.590	2.090	2.09	T1
1.00	HS-3428-A	NGA	HEAD SET	120.260	54.120	54.12	T1
				56.21	0.00	6.000	TAX
				3.38		TOTAL	59.59
							CASH

RECEIVED X
BY

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/09/06	212306	07245617		0
TIME	PURCHASE ORDER NO.	ATTENTION		
15:43				
			INVOICE TYPE → M/C	



AUTO PARTS

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

CONTROL NO.

1340611

ACCT. NO. 04815 SOLD TO DARALEE DUPREZ

STORE EMPLOYEE

(10) MC-7641/768278

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	575-1072	BK	AIR BLOW	4.990	2.590	2.59	T1
2.00	6752	TCC	STARTING	1.990	1.050	2.10	T1
1.00	72757	FDR	WIRE KNOT	6.900	2.760	2.76	T1
				7.45	0.00	6.000	TAX
				0.45		TOTAL	7.90
							CASH



AUTO PARTS

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

CONTROL NO. 1430492

ACCT. NO. 04815 SOLD TO DARALEE DUPREZ

STORE EMPLOYEE

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	213-4594D	RAY	CORE DEPO		59.500	59.500	RT1D
				INVUCE #245839			
				-59.50	0.00	6.000	TAX
				-3.57		TOTAL	63.07CRREFUN

RECEIVED X
BY

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/26/06	245866	07245244		0
TIME	PURCHASE ORDER NO.	ATTENTION		
14:26				
			INVOICE TYPE → CASH REFUND	



NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

一九四〇年

ACCT. NO.	SOLD TO		
04815 DARALEE DUPREZ			
STORE EMPLOYEE			
(2)			
QUANTITY	PART NUMBER	LINE	DESCR
1993	Chevrolet True Pickup	C10/	
1.00	700385	BEL	WIRES
1993	Chevrolet True Pickup	C10/	
8.00	25	ASP	SPAR
GAP	035"		
SUB TOTAL	30.31	MISC	0.00
			6.

RECEIVED X
BY
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

The NAPA logo is a registered trademark, featuring the word "NAPA" in a bold, sans-serif font inside a white octagonal border. A registered trademark symbol (®) is located in the bottom right corner of the octagon.

AUTO PARTS

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-3821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-4625

NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3689

1214614

ACCT. NO.	SOLD TO		
04815 DARALEE DUPREZ			
STORE EMPLOYEE			
(5) MC-7641/577187			
QUANTITY	PART NUMBER	LINE	DESCR
1993	Chevrolet Truck	C2500	3/4
2.00	4885974	TS	DISC
1.00	TS-7259BM	TS	DISC
1.00	TS-7260M	TS	DISC
SUB TOTAL	125.03	MISC.	0.00
			6.

RECEIVED BY	X			
ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE				
DATE	INVOICE NO.	STORE NO.	CM.	SL.
5/05/06	194802	072454815	0	0
TIME	PURCHASE ORDER NO.		ATTENTION	
16:19				
	INVOICE TYPE	1 / 1		

The NAPA logo is a circular emblem. It features the word "NAPA" in a bold, sans-serif font, centered within a white circle. A thin black border surrounds the circle. In the bottom right corner of the circle, there is a small registered trademark symbol (®).

AUTO PARTS

NAPA AUTO PARTS
318 NORTH THIRD ST.
CLEARFIELD, PA 16830
PHONE: (814) 765-7868
FAX: (814) 765-2821

NAPA AUTO PARTS
903 NORTH FRONT ST.
PHILIPSBURG, PA 16866
PHONE: (814) 342-5070
FAX: (814) 342-1205

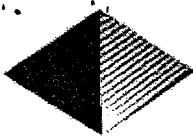
134
NAPA AUTO PARTS
315 FILBERT ST.
CURWENSVILLE, PA 16833
PHONE: (814) 236-3680
FAX: (814) 236-3680

134-1195

ACCT. NO.	SOLD TO		
04815 DARALEE DUPREZ			
STORE EMPLOYEE			
80MC-7641/821730			
QUANTITY	PART NUMBER	LINE	DESCR
1.00	Ford Truck E250	3	4 Ton Econo
1.00	1050-ST	THM	OUTLINE
1.00	ES2500	SOR	BOOS
SUB TOTAL	74.01	MISC.	0.00
			6.00

RECEIVED **X**
BY

ALL GOODS RETURNED MUST BE ACCCOMPANIED BY THIS INVOICE				
DATE	INVOICE NO.	STORE NO.	CM	SL
8/08/06	212084	07245617	0	
TIME	PURCHASE ORDER NO.		ATTENTION	
5:52				
INVOICE TYPE <input checked="" type="checkbox"/> <input type="checkbox"/>				



**CLEARFIELD BANK
&
TRUST COMPANY**
Looking forward to your future.

Date: 3/10/2006 Page: 2 of

Primary Account: 1100645

DEPOSIT TICKET

NAME	John Duprez	CASH	1000.00
ACCOUNT NO.	11006455	W-H-1	
DATE	2/16/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$			

100313062940 11006455# 41 1000010000#

Amount \$1,000.00 Date 2/16/2006

DEPOSIT TICKET

NAME	Duprez Cont	CASH	
ACCOUNT NO.	11006455	W-H-1	
DATE	2/22/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 350.00			

100313062940 11006455# 41 1000003500#

Amount \$350.00 Date 2/22/2006

DEPOSIT TICKET

NAME	John Duprez	CASH	100.00
ACCOUNT NO.	11006455	W-H-1	
DATE	3/1/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$			

100313062940 11006455# 41 1000001000#

Amount \$100.00 Date 3/1/2006

DEPOSIT TICKET

NAME	Duprez Cont	CASH	
ACCOUNT NO.	11006455	W-H-1	
DATE	3/7/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 3500			

100313062940 11006455# 41 1000003500#

Amount \$3,500.00 Date 3/9/2006

DEPOSIT TICKET

NAME	John Duprez	CASH	100.00
ACCOUNT NO.	11006455	W-H-1	
DATE	2/13/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 100.00			

100313062940 11006455# 41 1000001000#

Check 0 Amount \$100.00 Date 2/13/2006

DEPOSIT TICKET

NAME	Duprez Cont	CASH	600.00
ACCOUNT NO.	11006455	W-H-1	
DATE	2/22/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 600.00			

100313062940 11006455# 41 1000006000#

Check 0 Amount \$600.00 Date 2/22/2006

DEPOSIT TICKET

NAME	John Duprez	CASH	50.00
ACCOUNT NO.	11006455	W-H-1	
DATE	3/3/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 50.00			

100313062940 11006455# 41 1000005000#

Check 0 Amount \$50.00 Date 3/3/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1756
ACCOUNT NO.	11006455	W-H-1	
DATE	2/13/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 44.52			

100313062940 11006455# 41 1000004452#

Check 1756 Amount \$44.52 Date 2/13/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1764
ACCOUNT NO.	11006455	W-H-1	
DATE	2/14/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 150.00			

100313062940 11006455# 41 1000001500#

Check 1764 Amount \$150.00 Date 2/14/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1766
ACCOUNT NO.	11006455	W-H-1	
DATE	2/16/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 70.00			

100313062940 11006455# 41 1000007000#

Check 1766 Amount \$70.00 Date 2/16/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1767
ACCOUNT NO.	11006455	W-H-1	
DATE	2/16/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 15.80			

100313062940 11006455# 41 1000001580#

Check 1767 Amount \$15.80 Date 2/17/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1770
ACCOUNT NO.	11006455	W-H-1	
DATE	2/17/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 69.86			

100313062940 11006455# 41 1000006986#

Check 1770 Amount \$69.86 Date 2/17/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1771
ACCOUNT NO.	11006455	W-H-1	
DATE	2/15/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 100.00			

100313062940 11006455# 41 1000001000#

Check 1771 Amount \$100.00 Date 2/15/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1772
ACCOUNT NO.	11006455	W-H-1	
DATE	2/18/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 200.00			

100313062940 11006455# 41 1000002000#

Check 1772 Amount \$200.00 Date 2/17/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1773
ACCOUNT NO.	11006455	W-H-1	
DATE	2/18/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>John Duprez</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 19.50			

100313062940 11006455# 41 1000001950#

Check 1773 Amount \$19.50 Date 2/22/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1774
ACCOUNT NO.	11006455	W-H-1	
DATE	2/21/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>Randy Roberts</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 150.00			

100313062940 11006455# 41 1000001500#

Check 1774 Amount \$150.00 Date 2/27/2006

DEPOSIT TICKET

NAME	DUPREZ CONSTRUCTION	CASH	1776
ACCOUNT NO.	11006455	W-H-1	
DATE	2/28/06	CHECK OR DEBIT CARD OR OTHER	
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL		AMOUNT	
<i>C.B.W</i>		AMOUNT	
SIGN HERE FOR CASH RECEIVED BY RECIPIENT			
Main Office 11 North 2nd Street Clearfield, PA 16830 Teller Counter			
\$ 174.24			

100313062940 11006455# 41 10000017424#

Check 1776 Amount \$174.24 Date 3/9/2006



"World's Most Trusted Retread"

VALLEY TIRE CO., INC.

**1583 Bigler Highway
Phillipsburg, PA 16866
Phone: 814-343-9340
Fax: 814-343-9366**

BRIDGESTONE

MICHELIN

Firestone



DUPREZ CONSTRUCTION
148 WILDWOOD LN

1/22

— SAME

INVOICE# 032603

MORRISDALE PA 16858

CUST. PO #	SHIP TO			TELEPHONE	ROUTE	SLM	SHIP VIA	ORDER #	PAGE	REMARKS
	93 2500	*FRD SAZ		(814)345-6055	0	04	N/A	036379	1	
INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER		TERMS						
06/05/2006	032603			CASH SALE	Opened by Operator # 52 06/05/06 11:48:58 52					
STOCK NUMBER	SIZE	DESCRIPTION		QUANTITY		UNIT PRICE	T	F.E.T.	EXTENSION	
				ORDERS	SHIPPED	PREVSHP				
04214	245/75R16	DEAN WILDCAT RADIAL A/T OWL		1	1		91.99	06	.00	91.99
100	\$1.00/TIRE	PENNSYLVANIA TRANS ASST TAX		1	1		1.00	06	.00	1.00
9001		SPIN BALANCES		1	1		8.00	06	.00	8.00
RUBBER	VALVE	RUBBER VALVE		1	1		1.95	06	.00	1.95
93001		SCRAP TIRE REMOVAL		1	1		2.25	06	.00	2.25
<p>METHOD OF PAYMENT: <u>CASH</u></p> <p>CASH TENDERED: <u>120.00</u></p> <p>CHANGE: <u>8.55</u></p>										

SIGN HERE

ALL WHEELS MUST BE RE-TORQUED WITHIN 50-100 MILES

PARTS	LABOR	TAX%	TAXABLE AMOUNT	TAX	F.E.T.	MISC. AMOUNT	INVOICE TOTAL
95.24	8.00						PLEASE PAY THIS AMOUNT
1.95		6.000%	104.19	6.26			111.45



We're ready in Advance.

Store # 01257
(814) 342-9101
AMES PLAZA, RT. 322
PHILIPSBURG PA 16866

11/11/06 12:16:00 REC 01

Customer: Matthew J.

ITEM	QTY	PRICE	TOTAL
OIL THREAD KT HELIC	1	4553145	
55466	18	\$29.98	\$29.98
Sub Total			\$29.98
Tax B	6.00z		\$1.80
Total			\$31.78

Transaction #2467

00000000-0000

CARD TYPE: MasterCard

ACCOUNT #: XXXXXXXXXXXXXXX7641

ROUT CODE: 183596 AMOUNT: \$31.78

Cardholder acknowledges receipt of goods and/or services in the amount of total shown herein and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Scan to RETURN items



*X75193001*07*

Transaction #2467
RECEIPT REQUIRED FOR RETURNS
WARRANTY INFORMATION AVAILABLE
VISIT US AT www.advanceautoparts.com
CUSTOMER COPY



Sale

ID: 74244003 Ref ID: 0001
08/09/06 16:22:08
Batch #: 104

MAST

*****7641

Appr Code: 373763 Invoice #: 011767

Total: \$ 140.34

Customer Copy
THANK YOU!

Mark Stiner 3 Garage AB
263-4089

410839

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE			
NAME		John Duprez		7-20-07			
ADDRESS							
CITY, STATE, ZIP							
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD	PAID OUT
93 Chevy TK	5.7 Engine						
QUANTITY	DESCRIPTION	PRICE	AMOUNT				
1	* Set Head Gaskets						
2	Rings 4 Rod Bearings	22.00	22.00				
3	Front Brake Pads	22.00	22.00				
4	Rear Brake Shoes						
5	2 Wheel Bearings	60.00	120.00				
6	2 hrs Labor	25.00	52.50				
7							
8							
9							
10							
11							
12	Estimate Subtotal	949.00					
13							
14	Tax	56.94					
15							
16							
17	Estimate Total	1005.94					
18							
19							
20							
RECEIVED BY							

 adams
5805

KEEP THIS SLIP FOR REFERENCE

11/29
Arbitration

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

RANDY ROBERTS
Plaintiff

District Justice Appeal
CASE NO. 2007-788-C.D.

VS.

JOHN J. DUPREZ
Defendant

PRE-TRIAL STATEMENT

Filed on Behalf of:
RANDY ROBERTS
PLAINTIFF

1285 Centre Road
Osceola Mills, Pa. 16666

RECEIVED

NOV 20 2007

Court Administrator's
Office

PRE-TRIAL STATEMENT

On or about September 2006, the Plaintiff, Randy Roberts, had an oral agreement with the Defendant, John Duprez to purchase a utility trailer for \$2000.00. The Plaintiff paid the Defendant one - thousand two hundred dollars (\$1200.00) in cash. The balance, eight-hundred dollars (\$800.00), was to be paid by working on two (2) vehicles for the Defendant, a 1993 Chevrolet Pick-up Truck and a 1996 Ford Van. The work on the 1993 Pick-up Truck was to remove the engine and install an engine provided by the Defendant. The work on the 1996 Ford Van was to make repairs to the brake lines and diagnose and repair a no start condition. After the Plaintiff completed the work on both vehicles, the Defendant took both vehicles and used them.

While the trailer was in the Plaintiff's possession, the Plaintiff made improvements and repairs on the trailer, believing the Defendant would soon transfer the title. The Defendant never transferred the title for the trailer to the Plaintiff. The Defendant went to the Plaintiff's house on April 12, 2007 and took the trailer, which he has since sold.

The Defendant has the Plaintiff's cash, and has never paid for work which was done to the truck, the van, or the trailer.

The Plaintiff was purchasing this trailer to haul equipment, as the Plaintiff hires out to do excavating work.

In the Defendant's counter claim, the Defendant states that Plaintiff had the Chevrolet Pick-up Truck for nine (9) months. Plaintiff will prove this to be false. The Defendant claims other repairs were to be made to truck. Plaintiff denies these claims.

The Defendant claims that the 1996 Ford Van was not part of the agreement to have it repaired. The Defendant claims it was in possession of his estranged wife. The Plaintiff and other witnesses will provide testimony that the Defendant was using the vehicle, and that the Defendant requested said repairs.

The Defendant claims that the Plaintiff owes compensation for the use of the utility trailer and that Plaintiff needed consent from the Defendant to make improvements to the trailer. The Plaintiff understood at the time that the trailer was paid in full, that the Plaintiff owned the trailer, so the Plaintiff made improvements and repairs on the trailer, not needing the Defendant's consent, nor owing any compensation to the Defendant.

The Plaintiff respectfully requests that this Court enter judgment in favor of the Plaintiff in the amount of \$3729.74, plus any other reasonable costs the Court may allow, and to dismiss the Defendant's complaint.

LIST OF WITNESSES

1. Randy Roberts
1285 Centre Road
Osceola Mills, Pa. 16666.
814-553-1189

Randy will present exhibits and written statements.

2. Pam Roberts
1285 Centre Road
Osceola Mills, Pa. 16666
814-342-6265

Pam will be present to speak for the Plaintiff.

3. Daralee Duprez
Walnut Street
Osceola Mills, Pa. 16666
814-339-6957

Daralee will be present to speak for the Plaintiff.

4. Decatur Township Officer Randy Killion
Fairview Road
Osceola Mills, Pa. 16666
814-339-6775

Officer Killion will be present to speak for the Plaintiff.

5. Constable James Corman
Fairview Road
Osceola Mills, Pa. 16666
814-339-6772

Constable Corman will provide documentation for the Plaintiff.

6. Joshua Sankey
Phoenix Road
Philipsburg, Pa. 16866
814-339-7441

Joshua will provide a notarized written statement for the Plaintiff.

7. Roy Ibberson
1314 Sarah Street
Osceola Mills, Pa. 16666
814-339-7788

Roy will provide a notarized written statement for the Plaintiff.

STATEMENT OF DAMAGES

1. "Exhibit A" shows parts and labor charges for the 1993 Chevrolet Truck and the 1996 Ford Van.

The \$1200.00 cash is listed with total parts and labor of \$803.50. The grand total paid out for utility trailer is \$2003.50

2. "Exhibit B" shows improvements, repairs, and parts to the utility trailer.
The total comes to \$614.00.

3. "Exhibit C" shows a pick up and delivery charge to haul skid steer to and from a job site.
The total is \$120.00.

4. "Exhibit D" shows legal fees.
The total is \$390.00.

5. "Exhibit E" shows postage costs.
The total as of November 20, 2007 is \$6.24.
There will be other receipts shown at the hearing for additional postage.

6. "Exhibit F" is the filing fee paid to the District Justice.
The total is \$87.50.

7. "Exhibit G" is 1 1/2% interest per month on money owed since September 2006.
The total interest as of November 29, 2007 is \$393.50.

8. "Exhibit H" is the fees paid to the Prothonotary's Office.
The total is \$40.00

9. "Exhibit I" shows 6 hours lost wages at \$12.50 per hour.
The total is \$75.00.

10. Other exhibits may be offered if necessary.
The Plaintiff has photos of the utility trailer, documentation of dates that the Chevrolet Pick-up Truck and the Ford Van were in the Defendant's possession, and notarized written statements that support the Plaintiff's case.

1993 Chevrolet Truck

Oil \$12.00

Oil Filter 5.00

Antifreeze 40.00

Labor 550.00

Total \$607.00

Truck Total \$607.00

Van Total 196.50

Cash Paid 1200.00

Grand Total

Paid for Trailer **\$2003.50****1996 Ford Van**

Brake Line \$20.00

Brake Fluid 4.00

Fittings 7.50

Fuel Pump Fuses 15.00

Labor \$150.00

Total \$196.50

EXHIBIT A

Utility Trailer Parts & Labor

Cut brake drums, repairs to brake system, and repack wheel bearings

Parts	\$60.00
Labor	129.00

Replace 2 pressure treated deck planks

Lumber	50.00
Labor	43.00

Install new marker lights and clearance lights. Install reflective tape. Wire in new lights.

Parts	50.00
Labor	86.00

Install 2 ramp safety latches

Parts	20.00
Labor	25.00

Repair bent fenders

Labor	50.00
-------	-------

Paint ramps and tongue

Paint	15.00
Labor	86.00

Grand Total **\$614.00**

EXHIBIT B

Law Office
BELL, SILBERBLATT & WOOD
318 E. Locust Street
P.O. Box 670
Clearfield, Pennsylvania 16830-0670
e-mail: bswlaw@pennswoods.net
Writer's direct e-mail: rbell@pennswoods.net

RICHARD A. BELL (814) 765-5537
ANN B. WOOD Fax (814) 765-9730

PAUL SILBERBLATT 1954-1985 OF COUNSEL:
F. CORTEZ BELL, JR. 1954-2002 DANIEL C. BELL

June 20, 2007 RE: COMPLAINT

Randy Roberts
1285 Center Road
Osceola Mills, Pennsylvania 16666

<u>DATE:</u>	<u>SERVICE:</u>	
5/29/07	Review all information delivered by Pam, and Telephone conference	
5/30/07	Telephone conference with Gene	
	ATTORNEYS FEES DUE DANIEL C. BELL	\$120.00
5/31/07	Review file, Dictate Complaint	
6/1/07	Office conference with Pam Roberts on Complaint, Dictate instruction and phone conference with Mrs. Roberts	
	ATTORNEYS FEES DUE RICHARD A. BELL	<u>\$270.00</u>
	TOTAL DUE	\$390.00

EXHIBIT D

06/04/2007	4125460830	-0097	(814)765-5671	01:50:08 PM
Product Description	Sales Unit Qty	Final Price		
MORRISDALE PA 16858 Zone-1 First-Class Letter	1.50 oz.	\$0.58		
Customer Postage				
Issue PVI:				
Certificate of Mailing	1	\$1.05		
Total:		\$1.05		
Paid by:				
Cash				
Change Due:				
Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.				
Total:		\$2.27		

Issue PVI:				
Certificate of Mailing	1	\$1.05		
Total:		\$1.05		
Paid by:				
Cash				
Change Due:				
Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.				
Bill#: 10002004624662				
Clerk: 08				
All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.				
***** HELP US SERVE YOU BETTER *****				
Go to: http://gx.gallup.com/pos				

TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE	YOUR OPINION COUNTS
<p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received From: Bob CTS</p> <p>1085 cent/c Rd. Duccole Mills Pa 16066</p> <p>One place of ordinary mail addressed to: Frederick M. Nesswender, Esq. 2112 North Second St Clearfield Pa 16830</p>	
<p>PS Form 3817, January 2001</p> <p>00085835-04</p> <p>\$1.05</p>	

EXHIBIT E

STATE OF PENNSYLVANIA
M. C. CLEARFIELD

46-3-03

Plaintiff's Name: Hon.

MICHAEL A. RUDELLA

Address: 131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA

Telephone: (814) 345-6789

16847-0444

CIVIL COMPLAINT

PLAINTIFF:

NAME and ADDRESS

RANDY ROBERTS
1285 CENTRE RD
OSCEOLA Mills, PA 16666

DEFENDANT:

NAME and ADDRESS

JOHN DUPREZ
148 WILDWOOD LANE
MORRISDALE PA 16858

Docket No.: CV-98-07
Date Filed: 4-16-07



FILING COSTS	AMOUNT	DATE PAID
POSTAGE	\$ 57.50	4/16/07
SERVICE COSTS	\$ _____	1/1
CONSTABLE ED.	\$ _____	1/1
TOTAL	\$ _____	1/1

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 2417.50 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

RANDY PAID JOHN FOR A 16' UTILITY TRAILER.
THE TITLE NOR THE TRAILER IS IN RANDY'S
POSSESSION. THIS HAD BEEN PAID SINCE
SEPTEMBER 2006.

RANDY ROBERTS

I, RANDY ROBERTS verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Mary L. Lutz

(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney:

Telephone:

Address:

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

1 1/2% Interest for 14 Months

October 2006	\$21.60	\$1221.60
November 2006	22.38	1243.98
December 2006	23.21	1267.19
January 2007	24.09	1291.28
February 2007	25.01	1316.29
March 2007	25.99	1342.28
April 2007	27.03	1369.31
May 2007	28.13	1397.44
June 2007	29.29	1426.73
July 2007	30.53	1457.26
August 2007	31.85	1489.11
September 2007	33.26	1522.37
October 2007	34.76	1557.13
November 2007	36.37	\$1593.50

393.50

EXHIBIT G

Date: 7/10/2007
Time: 08:52 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1919712
Page 1 of 1

Received of: Roberts, Randy (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2007-00788-CD	Plaintiff: Randy Roberts vs. John J. Dupr	Amount
Judgment		20.00
Total:		20.00

Date: 7/30/2007
Time: 11:13 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1919998
Page 1 of 1

Received of: Roberts, Randy (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2007-00788-CD	Plaintiff: Randy Roberts vs. John J. Dupr	Amount
Receipt/List For Arbitration		20.00
Total:		20.00

EXHIBIT H

6 hours lost work due to filing court papers and attending hearing

6 hours x \$12.50 = \$75.00

EXHIBIT I

11/29
Arbitration

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

RANDY ROBERTS,

Plaintiff,

vs.

No. 2007-788-CD

JOHN J. DUPREZ,

Defendant.

Type of case: Appeal from Award
of the District Magistrate

Type of pleading: Pre-Trial Statement

Filed on behalf of: Defendant,
John J. Duprez

Counsel for Defendant:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456

NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830
(814) 765-6500

RECEIVED

NOV 26 2007

Court Administrator's
Office

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

RANDY ROBERTS, :
Plaintiff, :
: vs. : No. 2007-788-CD
: :
JOHN J. DUPREZ, :
Defendant. :
:

PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

In September 2006, Defendant entered into an oral contract to sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1,200.00). In addition, Plaintiff was to perform all work necessary to ready Defendant's Chevrolet Pick-up Truck to pass state inspection. After many months with no progress on the work to Defendant's pick-up truck, Defendant agreed to pay Plaintiff Three Hundred Fifty Dollars (\$350.00) to replace the engine in the pick-up truck. This agreement was separate from the initial agreement and Plaintiff was paid in full for the job when it was completed. Plaintiff never repaired the pick-up truck to the condition where it would pass state inspection. Defendant was later forced to expend a significant amount of money to repair the pick-up truck so that it would pass inspection.

During the approximately nine (9) months that Plaintiff was working on the Defendant's pick-up truck, he used the trailer with no compensation to Defendant. Plaintiff made minor improvements to the trailer by the addition of reflective tape and running lights. Both were done at minimal cost and without Defendant's consent. During this time period, Defendant was without the use of his truck for work and expended over Eight Hundred Dollars (\$800.00)

securing alternate transportation. When it became apparent to Defendant that Plaintiff had no intention of completing the work on Defendant's pick-up truck and was in breach of the contract, Defendant repossessed the trailer.

Contrary to information set forth in Plaintiff's Complaint, Defendant maintains that he is not responsible for any costs associated with work completed to a 1996 Ford van or the trailer, as the work was not part of the agreement between Plaintiff and Defendant. This matter is on appeal from an award by the District Magistrate and is before the Board of Arbitrators for its decision

B. CITATION TO APPLICABLE CASE LAW OR STATUTES

1. Basic tenets of Contract Law, including oral agreements, breach and quantum meruit.

C. LIST OF WITNESSES

1. John J. Duprez;
2. Randy Roberts;
3. Defendant reserves the right to call additional witnesses with notice to counsel for Plaintiff.

D. EXHIBITS

1. Copies of various receipts;
2. Defendant reserves the right to offer additional exhibits with notice to counsel for Plaintiff.

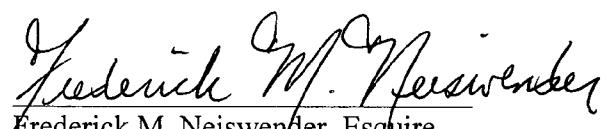
E. DAMAGES

Defendant seeks damages in an amount less than \$20,000.00 plus interest and costs of the suit.

F. EVIDENTIARY PROBLEMS

No evidentiary problems are anticipated.

Respectfully submitted,



Frederick M. Neiswender, Esquire
Counsel for Defendant

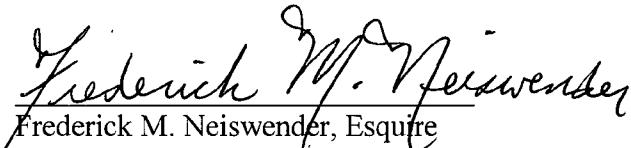
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RANDY ROBERTS, :
Plaintiff, :
vs. : No. 2007-788-CD
JOHN J. DUPREZ, :
Defendant. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing
Pre-trial Statement was made upon Randy Roberts on November 21, 2007, by mailing, first
class, postage prepaid, a true copy to the following address:

Randy Roberts
1285 Centre Road
Osceola Mills, Pennsylvania 16666


Frederick M. Neiswender, Esquire
Counsel for Defendant
NEISWENDER & KUBISTA
211½ North Second Street
Clearfield, Pennsylvania 16830