

07-1514-CD
Strishock Coal Co vs Valley Tire Co

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

STRISHOCK COAL COMPANY, : CIVIL ACTION - AT LAW
Plaintiff : No. 07-1514-CD
vs. : Type of Pleading:
VALLEY TIRE CO., INC., : **COMPLAINT**
Defendant : Filed on behalf of:
 : PLAINTIFF
 : Counsel of record for this
Party: :
 : Robert M. Hanak, Esq.
 : Supreme Court No. 05911
 : Hanak, Guido and Taladay
 : 3 S. Brady St.
 : P. O. Box 487
 : DuBois, PA 15801
 :
 : 814-371-7768

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m 2:20pm
FILED
SEP 14 2007
LMS
William A. Shaw
Prothonotary/Clerk of Courts
CC Shff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STRISHOCK COAL COMPANY,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
VALLEY TIRE CO., INC.,	:	
Defendant	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your 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.

Office of Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830

(814) 765-2641 Ext. 1303

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

STRISHOCK COAL COMPANY, :
Plaintiff :
: :
vs. : : No.
: :
VALLEY TIRE CO., INC., :
Defendant :
:

COMPLAINT

AND NOW, comes the Plaintiff, and by its Attorneys, Hanak, Guido and Taladay, avers a cause of action against the named Defendant as follows:

1. Plaintiff is the Strishock Coal Company, a limited partnership, Stephen A. Strishock, General Partner, with an office at 220 Hillcrest Drive, DuBois, Clearfield County, Pennsylvania 15801.
2. The Defendant is Valley Tire Co., Inc., a business corporation, whose principal place of business is 1583 Bigler Highway, Philipsburg, Pennsylvania.
3. Defendant is in the business of selling heavy equipment rubber tires primarily for the earth moving and coal mining industry.
4. On or about December 14, 2004, Plaintiff purchased from the Defendant four Yokohama off-road rubber tires for the total amount of \$40,800.00. On December 30, 2004, Plaintiff paid the Defendant the total amount of \$49,200.00 by its check number 33115. A copy of the

check is attached hereto as Exhibit 1. This check covered the invoice of \$40,800.00 plus another invoice of \$8,400.00.

5. At the time of the purchase, the Plaintiff took possession of two of the four Yokohama rubber tires purchased, and directed the Defendant to hold and store the other two tires for future delivery to the Plaintiff.

6. In the autumn of the year 2006, the Plaintiff requested the Defendant to deliver or make available the two tires that were stored. Defendant has refused and continues to refuse to acknowledge or make delivery of the tires.

7. A copy of the invoices verifying the transaction submitted by Defendant to Plaintiff are attached hereto as Exhibits 2 and 3.

8. Defendant refuses to communicate with Plaintiff, does not answer phone calls, and Plaintiff believes that the tires owned by Plaintiff have been sold wrongfully by the Defendant to third parties.

WHEREFORE, Plaintiff demands of the Defendant the tires wrongfully appropriated by the Defendant or which were refused to be given to Plaintiff at the fair market value of such tires now believed to be an amount in excess of \$30,000.00, together with costs of suit and interest from the date of the conversion of the tires.

HANAK, GUIDO AND TALADAY

By: 
Robert M. Hanak

VERIFICATION

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

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

Date: 8/10/07

A handwritten signature in black ink, appearing to read "Mark Strishock", is written over a horizontal line that extends from the date line on the left.

44B

STRISHOCK COAL COMPANY
220 HILLCREST DRIVE
DU BOIS, PA 15801
(814) 375-1245

S & T BANK
BROCKWAY, PA 15824
60-685/433

33115

PAY TO THE
ORDER OF Valley Tire Co.

12/30/04
\$ **49,200.00

Forty-Nine Thousand Two Hundred and 00/100***** DOLLARS 

Valley Tire Co., Inc.
PO Box 931351
Cleveland, OH 44193

MEMO Acct 22-4330



ENCLOSURE
X

033115 0433068551 0000000254 0004920000

0915513465
0410-0001-4
01042005
ENT=2080 TRC=2125 PK=11

50520
0103 01032005

LINE 931351 IN 04685649941
ABSENT ENDORSEMENT GUARANTEED
4100 W. 150 CLEV. OH 44135

1100333797

DO NOT USE THIS STAMP OR SIGNATURE
IF YOU ARE NOT THE
OWNER OF THIS CHECK

EXHIBIT 1

226597



"World's Most Trusted Retailer"

MICHELIN

Philipsburg, PA 16866

Phone: 814-343-9340

Fax: 814-343-9366

Firestone

STRICK COAL COMPANY 4330/22
220 HILLCREST DRIVE



340

INVOICE# 070467

DUBOIS PA 15801

THE BOSTONIAN

CUST. PO#	SHIP TO	TELEPHONE	ROUTE	SLM	SHIP VIA	ORDER #	PAGE	REMARKS
		(814)375-1245 (814)375-2160	0 8		Invalid Shi	020662	1	
VOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS					
12/14/2004	070467		NET 10TH					Opened by Operator # 50 12/14/04 14:16:04 50
OCK NUMBER	SIZE	DESCRIPTION	QUANTITY	UNIT PRICE	T	F.E.T.	EXTENSION	
2426	45/65-45 ALL SERVICE PRICE OF TIRES. SEALER O-RINGS LABOR FUEL.	YOKOHAMA Y524 L-5 50PLY INCLUDED IN PRICES.	4	10200.00	01	.90	40800.00	
<p>METHOD OF PAYMENT: <i>Jim</i></p> <p>HARVEY: <i>724-9189</i></p> <p>HANGE: <i>44183</i></p> <p><i>1/20/05</i></p> <p><i>40800.00</i></p> <p><i>724-9189</i></p> <p><i>1/20/05</i></p> <p><i>40800.00</i></p> <p><i>724-9189</i></p> <p><i>1/20/05</i></p> <p><i>40800.00</i></p>								

IN HERE

THANK YOU FOR YOUR BUSINESS!

PARTS	LABOR	TAX %	TAXABLE AMOUNT	TAX	F.E.T.	MISC. AMOUNT	INVOICE TOTAL
40800.00							PLEASE PAY THIS AMOUNT 40800.00

4133



WINTER MILITARY RETREAT

MICHELIN

VALLEY TRE CO., INC.

1503 Bigler Highway
Phillipsburg, PA 18866
Phone: 614-343-9340
Fax: 614-343-9366

BRIDGESTONE

Firestone

22073 HEAT TEST 100142

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FILED

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

NOV 09 2007

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N/11/2007
William A. Shaw
Prothonotary/Clerk of Courts

1 CFA to A

STRISHOCK COAL COMPANY,)	CIVIL ACTION-AT LAW
)	
	)	No. 2007-1514 C.D.
Plaintiff)	
	)	Type of Pleading:
)	
	)	PRELIMINARY OBJECTIONS
	)	TO PLAINTIFF'S COMPLAINT
)	
v.	)	Filed on behalf of:
)	
VALLEY TIRE CO., INC.,	)	Defendant
)	
	)	Counsel of record for this party:
)	
	)	Kris A. Vanderman, Esquire
	)	Pa. I.D. No. 26054
)	
	)	Rachel K. Lozosky, Esquire
	)	Pa. I.D. No. 201298
)	
Defendant.	)	VANDERMAN LAW OFFICES
	)	142 Fallowfield Avenue
	)	Charleroi, PA 15022
	)	(724) 489-9578

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

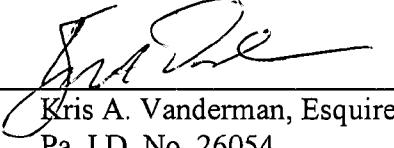
STRISHOCK COAL COMPANY,)
)
) No. 2007-1514 C.D.
 Plaintiff)
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 v.)
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 VALLEY TIRE CO., INC.,)
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 Defendant.)

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter our appearances on behalf of the Defendant, Valley Tire Company, Inc. Thank you.

Date: Nov 8, 2007

By: 

Kris A. Vanderman, Esquire

Pa. I.D. No. 26054

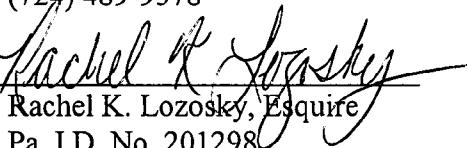
VANDERMAN LAW OFFICES

142 Fallowfield Avenue

Charleroi, PA 15022

(724) 489-9578

Date: 11/8/07

By: 

Rachel K. Lozosky, Esquire

Pa. I.D. No. 201298

VANDERMAN LAW OFFICES

142 Fallowfield Avenue

Charleroi, PA 15022

(724) 489-9578

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PRELIMINARY OBJECTIONS

AND NOW comes the Defendant, Valley Tire Company, Inc., by and through counsel, Vanderman Law Offices, Kris A. Vanderman, Esquire and Rachel K. Lozosky, Esquire, and files the within Preliminary Objections to Plaintiff's Complaint, and in support thereof avers as follows:

I. FACTUAL AND PROCEDURAL BACKGROUND

1. The Plaintiff, Strishock Coal Company, filed a Complaint against the Defendant, Valley Tire Company, Inc. in the Court of Common Pleas of Clearfield County, Pennsylvania on or about August 10, 2007.
2. Said Complaint was duly served upon the Defendant.

3. The Defendant wishes to defend said Complaint, but needs more specificity in the Complaint in order to do so.

4. Therefore, Defendant brings these Preliminary Objections pursuant to Pa.R.C.P. 1028(a)(3), on the basis of insufficient specificity in Plaintiff's Complaint, and pursuant to Pa.R.C.P. 1028(a)(2), on the basis of Plaintiff's failure to conform to the Pennsylvania Rules of Civil Procedure.

II. ARGUMENT

5. Paragraphs 1 through 4 are incorporated by reference as though set forth at length herein.

6. Defendant Valley Tire Co., Inc. files these Preliminary Objections to the Plaintiff's Complaint pursuant to Pa.R.C.P. 1028(a)(3), on the basis of insufficient specificity in Plaintiff's Complaint, and pursuant to Pa.R.C.P. 1028(a)(2), on the basis of Plaintiff's failure to conform to the Pennsylvania Rules of Civil Procedure.

7. Plaintiff's Complaint gives some vague indications that Plaintiff may be pleading a cause of action for conversion (which is a tort action), versus an assumpsit action such as breach of contract, specific performance and/or replevin at common law, and/or any of a number of statutory reliefs available under the Pennsylvania Commercial Code, including for specific performance, replevin, and/or damages associated with breach and securing cover. However, Plaintiff fails to specifically set forth the facts giving rise to such claims, as is required by Pa.R.C.P. 1019(a) [“The material facts on which a cause of action or defense is based shall be stated in a concise and summary form.” Pa.R.C.P. 1019(a)] [Defendant has identified, as above recited, at least seven potential causes of action that Plaintiff might intend to pursue, based on the general facts

supplied, but, Defendant is left to guess which of those seven causes of action (or any other causes of action) Plaintiff intends to pursue.]

8. Plaintiff's failure to specifically aver the facts giving rise to its claims is as follows. Plaintiff avers that Plaintiff "purchased from the Defendant four Yokohama off-road rubber tires for the total amount of \$40,800.00" [Plaintiff's Complaint, paragraph 4] and that "[a]t the time of the purchase, the Plaintiff took possession of two of the four Yokohama rubber tires purchased, and directed the Defendant to hold and store the other two tires for future delivery to the Plaintiff." [Plaintiff's Complaint, paragraph 5] However, Plaintiff fails to specifically set forth any of the facts associated with the Plaintiff's "purchase" and the Plaintiff's "taking possession" of the tires. Specifically, Plaintiff fails to state how the "purchase" took place, i.e. via written order submitted to Defendant, via telephone conversation or personal conversation with Defendant, or as part of an on-going purchase relationship with the Defendant. Plaintiff is required by Pa. R.C.P. 1019(h) to specifically describe the purchase agreement as oral or written ["when any claim or defense is based upon an agreement, the pleading shall state specifically if the agreement is oral or written" Pa. R.C.P. 1019(h)], and if written, to attach a copy of the writing ["when any claim or defense is based upon a writing, the pleader shall attach a copy of the writing, or the material part thereof, but if the writing or copy is not accessible to the pleader, it is sufficient so to state, together with the reason, and to set forth the substance in writing." Pa. R.C.P. 1019(i)]

9. Plaintiff fails to state specifically how it "took possession" of the two tires, that is, fails to state whether an agent of Plaintiff went to Defendant's warehouse, physically mounted the tires onto one of Plaintiff's trucks or placed the tires in one of

Plaintiff's vehicles to take back to Plaintiff's place of business, and, importantly, whether an agent of Plaintiff actually viewed within Defendant's warehouse the remaining two tires that Plaintiff allegedly ordered from Defendant, verified that these tires had indeed been received by the Defendant from Yokohama, and upon personal viewing of the tires, then "directed the Defendant to hold and store the other two tires for future delivery to the Plaintiff" [Plaintiff's Complaint, paragraph 5]

10. In the absence of the specific facts regarding the "purchase" and "possession" of the tires, Plaintiff has not specifically pled conversion, since facts which support an averment of conversion (that is, an averment of exercise of dominion and control over the goods of another) include the defendant acquiring possession of the goods, transferring the goods in a manner which deprives the owner of control, and withholding possession from one who has the right to possession. Spickler v. Lombardo, 3 D&C 3rd 591 (1977) Averments of ownership alone are insufficient. Scott v. Zuroski, 27 D&C 518 (1936)

11. Plaintiff has failed to develop any causes of action which it may be bringing in its Complaint under separate counts, including counts in the alternative, with separate demands for relief, as required by Pa. R.C.P. 1020(a), which states "[t]he plaintiff may state in the complaint more than one cause of action cognizable in a civil action against the same defendant. Each cause of action and any special damage related thereto shall be stated in a separate count containing a demand for relief." Pa. R.C.P. 1020(a)

12. Further, Plaintiff has failed to specifically and separately set forth its damages and prayers for relief, as is required per Pa.R.C.P. 1019(f) [“Averments of time, place and items of special damage shall be specifically stated.” Pa.R.C.P. 1019(f)] and per Pa. R.C.P. 1021(a) [“Any pleading demanding relief shall specify the relief sought. Relief in the alternative or of several different types, including an accounting may be demanded.” Pa. R.C.P. 1021(a)] Plaintiff’s Complaint includes only one “wherefore clause,” not associated with any specific count, under which Plaintiff claims the following:

WHEREFORE, Plaintiff demands of the Defendant the tires wrongfully appropriated by the Defendant or which were refused to be given to Plaintiff at the fair market value of such tires now believed to be an amount in excess of \$30,000.00, together with costs of suit and interest from the date of the conversion of the tires.

This clause is unclear as to whether Plaintiff is seeking any or all of various remedies available under the Pennsylvania Commercial Code associated with cancellation and/or repudiation by the seller, and/or any remedies for breach, specific performance and/or replevin at common law, but if for cover, then the damage is specific, i.e. Plaintiff would have purchased the goods and Plaintiff would know what was paid for the goods. If Plaintiff is seeking multiple remedies in the alternative, such prayers for relief must be set forth in separate counts, as required by Pa.R.C.P. 1020(a), cited above. Plaintiff’s claim for “the fair market value of such tires now believed to be an amount in excess of \$30,000.00” is not sufficiently specific. This statement suggests that Plaintiff could be seeking damages for nondelivery or repudiation under 13 Pa. C.S.A. §2713. If this is the case, Plaintiff must specifically plead damages as the difference between the market price at the time Plaintiff learned of the breach and the contract price, together with any

incidental and consequential damages, less expenses saved in consequence of the breach.

13 Pa. C.S.A. §2713(a) Here Plaintiff does not allege when the breach occurred, or even if there was a breach, i.e. the nature of the breach. If Plaintiff is solely seeking cover (which is unclear, as Plaintiff has failed to aver any facts stating that it has purchased replacement tires from any source), Plaintiff must specifically plead damages for cover under 13 Pa. C.S.A. §2712(b) as the difference between the cost of cover and the contract price, together with any incidental or consequential damages but less expenses saved in consequence of the breach by the seller. 13 Pa. C.S.A. §2712(b) Further, if Plaintiff is seeking specific performance and/or replevin, it must specifically plead that relief as well, whether under the Pennsylvania Commercial Code provisions associated with those actions, set forth at 13 Pa. C.S.A. §2211 and §2716, or under the common law. Moreover, Defendant cannot determine if Plaintiff is seeking replevin and/or specific performance under the Pennsylvania Commercial Code, since the Code at 13 Pa. C.S.A. §2211 and §2716 requires that the goods at issue have been “identified” in order for a replevin and/or specific performance action to be brought, and in the absence of specific fact pleadings associated with Plaintiff’s “purchase” of and “taking possession of” the tires, as discussed more fully at paragraphs 8 and 9 above, it is impossible for Defendant to determine whether the tires at issue were “identified” as that term is defined at 13 Pa. C.S.A. §2501.

13. Finally, in the absence of specific pleadings associated with damages, the Defendant cannot determine whether the Plaintiff is claiming any relief under common-law causes of action for replevin, specific performance and/or breach of contract.

WHEREFORE, Defendant, Valley Tire Company, Inc., respectfully requests that this Court sustain Defendant's Preliminary Objections and enter an Order directing the Plaintiff to file an Amended Complaint within twenty (20) days of said Order, identifying each separate cause of action with appropriate facts that Plaintiff intends to present as the basis for relief.

Respectfully submitted,

VANDERMAN LAW OFFICES

By: Kris A. Vanderman *KAV*
Kris A. Vanderman, Esquire
Attorney for Defendant

Date: 11/8/07

By: Rachel K. Lozovsky
Rachel K. Lozovsky, Esquire
Attorney for Defendant

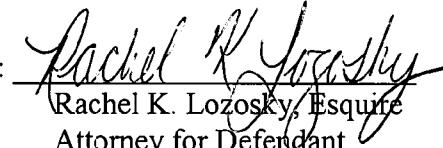
Date: 11/8/07

CERTIFICATE OF SERVICE

I, Rachel K. Lozosky, Esquire, hereby certify that a true and correct copy of the foregoing Preliminary Objections to Plaintiff's Complaint was served upon counsel for the Plaintiff this 8th day of November, 2007, via fax and regular U.S. mail, at the below-listed address and fax number:

Robert M. Hanak, Esquire
Hanak, Guido and Taladay
528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801
Fax no. (814) 371-1974

Date: 11/8/07

By: 
Rachel K. Lozosky, Esquire
Attorney for Defendant

OK

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED

NOV 09 2007

u/11:56 AM

William A. Shaw

Prothonotary/Clerk of Courts

1 CIVIL TO 4857

STRISHOCK COAL COMPANY,	)	CIVIL ACTION-AT LAW
)	
	)	No. 2007-1514 C.D.
Plaintiff)	
	)	Type of Pleading:
)	
	)	PRAECIPE TO SET
	)	ARGUMENT DATE AND
	)	BRIEFING SCHEDULE
	)	REGARDING DEFENDANT'S
	)	PRELIMINARY OBJECTIONS
	)	TO PLAINTIFF'S COMPLAINT
)	
v.	)	Filed on behalf of:
)	
	)	Defendant
)	
	)	Counsel of record for this party:
)	
VALLEY TIRE CO., INC.,	)	Kris A. Vanderman, Esquire
	)	Pa. I.D. No. 26054
)	
	)	Rachel K. Lozosky, Esquire
	)	Pa. I.D. No. 201298
)	
Defendant.	)	VANDERMAN LAW OFFICES
	)	142 Fallowfield Avenue
	)	Charleroi, PA 15022
	)	(724) 489-9578

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

STRISHOCK COAL COMPANY,)
)
) No. 2007-1514 C.D.
 Plaintiff)
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 v.)
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 VALLEY TIRE CO., INC.,)
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)
 Defendant.)

PRAECIPE TO SET AGRUMENT DATE AND BRIEFING SCHEDULE
REGARDING DEFENDANT'S PRELIMINARY OBJECTIONS
TO PLAINTIFF'S COMPLAINT

TO THE PROTHONOTARY:

Please direct the Court Administrator to set an argument date associated with the Defendant's Preliminary Objections to the Plaintiff's Complaint and to set a briefing schedule for the Defendant and for Plaintiff's response, all in accordance with Local Rules 1028(c) and 211.

Date: 11/8/07

By: Kris A. Vanderman by
Kris A. Vanderman, Esquire RKL
Attorney for Defendant

Date: 11/8/07

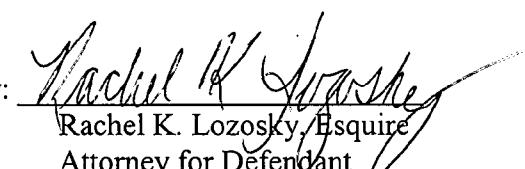
By: Rachel K. Lozovsky
Rachel K. Lozovsky, Esquire
Attorney for Defendant

CERTIFICATE OF SERVICE

I, Rachel K. Lozosky, Esquire, hereby certify that a true and correct copy of the foregoing Praeclipe to Set Argument Date and Briefing Schedule was served upon counsel for the Plaintiff this 8th day of November, 2007, via fax and regular U.S. mail, at the below-listed address and fax number:

Robert M. Hanak, Esquire
Hanak, Guido and Taladay
528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801
Fax no. (814) 371-1974

Date: 11/8/07

By: 
Rachel K. Lozosky, Esquire
Attorney for Defendant

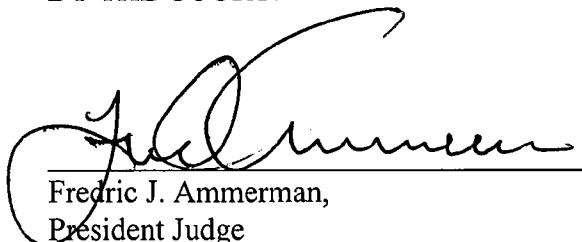
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

STRISHOCK COAL COMPANY :
: No. 07-1514-CD
vs. :
: VALLEY TIRE CO., INC. :

O R D E R

AND NOW this 26th day of November 2007, upon consideration of Defendant's Preliminary Objections in the above matter, it is the Order of the Court that argument shall and is hereby scheduled for the 2ND day of January, 2008 at 11:00 A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:



Fredric J. Ammerman,
President Judge

FILED ^{cc}
01/10/08 2:51 PM Atty: Hanak
NOV 27 2007 Vandersman

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

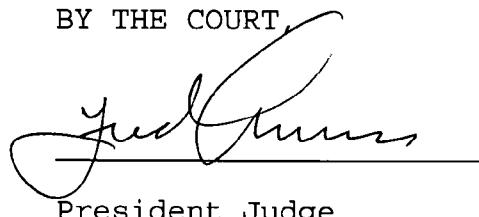
STRISHOCK COAL COMPANY :
VS. : NO. 07-1514-CD

VALLEY TIRE COMPANY, INC. :

O R D E R

AND NOW, this 2nd day of January, 2008, following argument on the Defendant's Preliminary Objections, it is the ORDER of this Court that the said Preliminary Objections be and are hereby dismissed. Upon agreement by the Plaintiff, it is the further Order of this Court that the Plaintiff is proceeding in the lawsuit for breach of contract.

BY THE COURT,



President Judge

FILED 01/02/2008
JAN 02 2008
2cc Atty's: Hanak
Vanderman & Lozosky

William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

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JAN 24 2008

2/12/08

William A. Shaw
Prothonotary/Clerk of Courts
1 CENT TO ATTY

STRISHOCK COAL COMPANY,
Plaintiff

vs.

VALLEY TIRE CO., INC.,
Defendant

CIVIL ACTION - AT LAW

No. 2007-1514 C.D.

Type of Pleading:

**PRAECIPE TO SETTLE AND
DISCONTINUE**

Filed on behalf of:

PLAINTIFF

Counsel of record for this
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
3 S. Brady St.
P. O. Box 487
DuBois, PA 15801

814-371-7768

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

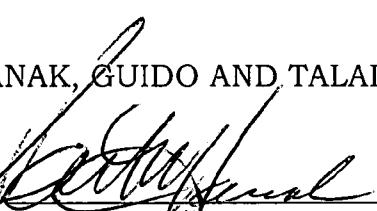
STRISHOCK COAL COMPANY, :
Plaintiff :
:
vs. : No. 2007 - 1514 C.D.
:
VALLEY TIRE CO., INC., :
Defendant :
:

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above referenced matter settled,
discontinued and terminated with prejudice.

HANAK, GUIDO AND TALADAY

By 

Robert M. Hanak
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103199
NO: 07-1514-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: STRISHOCK COAL COMPANY
vs.
DEFENDANT: VALLEY TIRE CO., INC.

SHERIFF RETURN

NOW, October 12, 2007 AT 11:37 AM SERVED THE WITHIN COMPLAINT ON VALLEY TIRE CO. INC. DEFENDANT AT 1583 BIGLER HIGHWAY, PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DOUG HELLER, STORE MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER /

FILED
03/12/07
JAN 30 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HANAK	16176	10.00
SHERIFF HAWKINS	HANAK	16176	33.93

Sworn to Before Me This
____ Day of 2008
2007

So Answers,

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff