

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

DEC 19 2007

0/9:15/0

William A. Shaw
Prothonotary/Clerk of Courts
CENT TO M.D.S.

Daisley, Albert
(Plaintiff)

CIVIL ACTION

2 Philadelphia AV
(Street Address)

No. 2007-2061-CO

Northern Cambria, Pa. 15714
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Appeal O.J.

VS.

Filed on Behalf of:

Glenn Beck, Woodland Timber
(Defendant)

Glenn Beck
(Plaintiff/Defendant)

498 Thomas Road
(Street Address)

Loretto, Pa. 15440
(City, State ZIP)

Glenn Beck
(Filed by)

498 Thomas Road
(Address)

Loretto, Pa. 15440 814-472-4869
(Phone)

Glenn Beck
(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-2061-CO

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 GLENN BECK, WOODLAND TIMBER	MAG. DIST. NO. 46-3-04	NAME OF D.J. James L. Hawkins
ADDRESS OF APPELLANT 498 Thomas Road	CITY Loretto	STATE PA
DATE OF JUDGMENT 12/11/07	IN THE CASE OF (Plaintiff) Albert Daisley	ZIP CODE 15940
DOCKET No. CV-0000149-07	(Defendant) Glenn Beck, Woodland Timber	
		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Glenn Beck</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.

FILED

DEC 19 2007

0/9:15/c

William A. Shaw

Prothonotary/Clerk of Courts

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.

PRAECIPE: To Prothonotary

Enter rule upon Albert Daisley appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2007-2061-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Glenn Beck

Signature of appellant or attorney or agent

RULE: To Albert Daisley, 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: Dec 19, 2007*William A. Shaw*Signature of Prothonotary or Deputy
William A. Shaw

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____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	46-3-04
MDJ Name: Hon.	JAMES L. HAWKINS
Address:	251 SPRING ST PO BOX 362 HOUTZDALE, PA
Telephone:	(814) 378-7160 16651-0362

**GLEN BECK, WOODLAND TIMBER
498 THOMAS RD
LORETTO, PA 15940**

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: NAME and ADDRESS
**DAISLEY, ALBERT
2 PHILADELPHIA AV
NORTHERN CAMBRIA, PA 15714**

VS.
DEFENDANT: NAME and ADDRESS
**GLEN BECK, WOODLAND TIMBER
498 THOMAS RD
LORETTO, PA 15940**

Docket No.: **CV-0000149-07**
Date Filed: **11/01/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **12/11/07**

☒ Judgment was entered for: (Name) **DAISLEY, ALBERT**

☒ Judgment was entered against: (Name) **GLEN BECK, WOODLAND TIMBER**
in the amount of \$ **6,127.50**

☐ 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	\$ 6,000.00
Judgment Costs	\$ 127.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 6,127.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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 JUDGMENT 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.

12-11-07 Date James L. Hawkins, Magisterial District Judge

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

____ Date _____, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: 12/12/07 10:11:00 AM

Mag. Dist. No.: **46-3-04**
MDJ Name: Hon. **JAMES L. HAWKINS**
Address: **251 SPRING ST
PO BOX 362
HOUTZDALE, PA**
Telephone: **(814) 378-7160** **16651-0362**

PLAINTIFF: NAME and ADDRESS
DAISLEY, ALBERT
2 PHILADELPHIA AV
NORTHERN CAMBRIA, PA 15714

VS.
DEFENDANT: NAME and ADDRESS
GLEN BECK, WOODLAND TIMBER
498 THOMAS RD
LORETTO, PA 15940 **2007-2061-CD**

JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362

Docket No.: **CV-0000149-07**
Date Filed: **11/01/07**



THIS IS TO NOTIFY YOU THAT:

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FILED

DEC 24 2007

W
William A. Shaw
Prothonotary/Clerk of Courts

12-11-07 Date *James L. Hawkins*, Magisterial District Judge

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

_____, Date _____, Magisterial District Judge

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

SEAL

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

vs.

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

*

Docket No. 07-2061-CD

*

*

Type of Pleading:
COMPLAINT

Filed on behalf of:
Plaintiffs: Albert Daisley, a/k/a Albert
Daisley, Jr. and Todd R. Daisley,

Counsel of record for this party:
Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

01/31/08
JAN 08 2008

3cc
Atty Koerber

William A. Shaw
Prothonotary/Clerk of Courts

(60)

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
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 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff.

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 Ext. 5982

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

COMPLAINT

COMES NOW Albert A. Daisley, Jr. and Todd R. Daisley, Plaintiffs, by and through their attorney, Dwight L. Koerber, Jr., Esquire, and filed the within Complaint against Defendant Glenn A. Beck, who also trades under the name of Woodland Timber.

**COUNT I
BREACH OF CONTRACT**

1. Plaintiffs are Albert A. Daisley, Jr., who lives at 2 Philadelphia Avenue, N. Cambria, Pennsylvania, 15714, and Todd R. Daisley, who lives at 3601 Campbell Avenue, N. Cambria, Pennsylvania, 15714.

2. Defendant is Glenn A. Beck, who resides at 498 Thomas Road, Loretto, Pennsylvania, 15940.

3. Defendant also trades under the name of Woodland Timber and when the term "Defendant" is used herein, it refers to both Glenn A. Beck, individually, and Woodland Timber.

4. Plaintiffs are the owners of certain real estate located in Burnside Township, Westover, Clearfield County, Pennsylvania.

5. On or about September 1, 2005, the parties hereunto entered into a timber removal agreement, whereby Defendant would remove the timber located on Plaintiffs' property, which was at least 14 inches in diameter and larger, and pay to them Sixty (60%) Percent of the proceeds gained from the sale of such timber. In addition, Defendant agreed that he would restore the land to its prior condition, comply with all pertinent state laws and regulations, and bond the road where necessary in order to perform the work. In exchange for these obligations, Plaintiffs agreed to permit Defendant to have access to their property for the purpose of cutting and harvesting the Timber on such property.

6. Attached hereto as Exhibit A is a true and correct copy of the Articles of Agreement setting forth a portion of the terms in the agreement between the parties. In addition to the terms set forth in the Articles of Agreement, the contract of the parties was supplemented by the certain express representations of Defendant which are as follows:

(a) That he would restore the land to its prior condition.

(b) That he would pay, as a minimum, for the removal of timber, the sum of Seventeen Thousand Five Hundred (\$17,500.00)

Dollars, and more if the Sixty (60%) Percent formula required him to do so.

(c) That he would not operate his trucks across the bridge on the property of Plaintiffs, but would instead pull timber across the bridge through the use of a skidder, thereby minimizing the potential wear and tear and avoiding damage to the bridge.

7. Within approximately a week after the agreement was signed between the parties on September 1, 2005, Defendant began work on the property, removing the timber.

8. Defendant made one incremental payment to the Plaintiffs, in the amount of Seven Thousand Two Hundred (\$7,200.00) Dollars, covering a portion of the timber that was removed from the property. Attached hereto as Exhibit B is a true and correct copy of the statement showing such payment.

9. When payment number 1 was made, it was made with the express understanding there would be a second payment covering the remaining portion of the timber that was cut from the premises.

10. Notwithstanding the contract between the parties and the obligation of Defendant to make payment for all of the timber removed from the Plaintiffs' land, Defendant failed to make such payment, as he totally ignored his obligation to pay anything more than the first payment, identified hereto as Exhibit B.

11. In view of the representation that the minimum payment to be made would be Seventeen Thousand Five Hundred (\$17,500.00) Dollars, and in view of the fact that Defendant has paid only Seven Thousand Two Hundred (\$7,200.00) Dollars, Defendant is in breach of contract by the sum of Ten Thousand Three Hundred

(\$10,300.00) Dollars, as that is the remaining sum of money that Defendant owes to Plaintiffs for removal of timber.

12. Plaintiffs have made numerous requests for documentation to show where and when the timber was removed and to whom it was sold, and Defendant has failed and refused to respond to those requests. As a result, Plaintiffs reserve the right to supplement their demand for payment of Ten Thousand Three Hundred (\$10,300.00) Dollars by seeking an additional sum of money if the facts that are developed in this case warrant payment of such an additional sum of money.

13. In addition to failing to properly pay for the removal of timber, Defendant also failed to comply with his obligation to restore the property to its prior condition, as he did substantial damages to a bridge and roadway on the property. The amount of damage that has been done to the bridge and roadway are as follows:

(a) Road restoration, including ruts and restoring surface, amounting to Two Thousand (\$2,000.00) Dollars.

(b) Damage to bridge, including hole from overweight use of the bridge, amounting to Three Thousand (\$3,000.00) Dollars.

(c) Total amount of damage to bridge and roadway amounts to Five Thousand (\$5,000.00) Dollars.

14. With respect to the aforesaid property damage of Five Thousand (\$5,000.00) Dollars, Plaintiffs would point out that the express understanding between the parties was that Defendant would use a skidder to bring the timber down to the bridge and pull it across the bridge at the lighter weight involved in the usage of a skidder, and then load the timber on the other side of the bridge. Notwithstanding that

express representation by Defendant, Defendant loaded the timber while on the back side of the bridge, and hauled it over the bridge thereby damaging it.

15. By failing to make payment for the timber, and failing to restore the property to its prior condition, Defendant has breached his contract with Plaintiffs, thereby producing damages of Fifteen Thousand Three Hundred (\$15,300.00) Dollars.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant Glenn A. Beck and Woodland Timber in the amount of Fifteen Thousand Three Hundred (\$15,300.00) Dollars, plus costs of suit.

COUNT II CONVERSION OF TIMBER

16. Paragraphs 1 through 15 are incorporated by reference as though set forth in full.

17. Plaintiffs seek to recover under the provisions of conversion of timber, as provided by 42 Pa. C.S.A. § 8311. Specifically, Plaintiffs aver and hereby submit an entitlement to recover for treble damages for conversion of timber, inasmuch as Defendant has removed Ten Thousand Three Hundred (\$10,300.00) Dollars worth of timber, without accounting for it and without their consent. Indeed, when confronted about the nonpayment, Defendant has suggested that some third party may have removed the timber, even though Defendant oversaw the cutting and removal of the timber and stacked it for sale in conjunction with the other timber that he harvested from Plaintiffs' property.

18. In setting forth their claim for damages, Plaintiffs also seek the cost of complying with erosion and sedimentation controls, which relate to restoring the roadway and seek treble damages of the Two Thousand (\$2,000.00) Dollars worth of harm they have incurred, thereby showing a Six Thousand (\$6,000.00) Dollar claim.

19. Plaintiffs also seek to recover the cost of surveys that are necessary, including the obtaining of expert survey/timber harvesting individuals, that can attest to the amount and value of the timber removed. Plaintiffs set such costs at One Thousand (\$1,000.00) Dollars.

20. Plaintiffs also seek relief under all other pertinent provisions of 42 Pa. C.S.A. § 8311 pertaining to the conversion and improper removal of timber on their property.

21. Plaintiffs hereby state that all of the timber that was removed from their property by Defendant consisted of standing trees, logs, parts of trees that are commonly merchandised to produce wood products.

22. The damages covered by 42 Pa. C.S.A. 8311 are Thirteen Thousand Three Hundred (\$13,300.00) Dollars and when tripled amount to Thirty-Nine Thousand Nine Hundred (\$39,900.00) Dollars.

WHEREFORE, Plaintiffs pray that judgment be entered in their favor under the provisions of 42 Pa. C.S.A. § 8311, in the amount of Thirty-Nine Thousand Nine Hundred (\$39,900.00) Dollars, against Defendant Glenn A. Beck and Woodland Timber.

COUNT III
REQUEST FOR ATTORNEY'S FEES

23. Paragraphs 1 – 21 of the Complaint are incorporated by reference as though set forth in full.

24. Plaintiffs also seek to recover attorney's fees under the provision purported to as 42 Pa. C.S.A. § 2503 (6), (7), and (9).

25. Specifically, Plaintiffs would point out that in conjunction with a complaint they filed for monetary damages before District Justice Hawkins, that Defendant proposed to the District Justice that he pay a specific sum of damages, rather than going through the entire hearing, and that he be allowed to pay that sum of money through installment payments. For the purpose of curtailing ongoing litigation and for the purpose of resolving the dispute without further time, expense, and disharmony, Plaintiffs agreed to such a resolution. Notwithstanding the agreement to have a judgment entered against him, one which Defendant specifically proposed himself, Defendant filed a Notice of Appeal within the 30-day period after the judgment before District Justice Hawkins was entered.

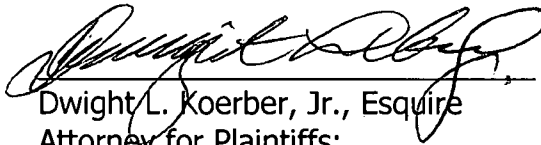
26. In filing a Notice of Appeal, after specifically inducing Plaintiffs to agree to settle the case before the District Justice, Defendant engaged in dilatory and vexatious and bad faith actions, thereby making him responsible for attorney's fees.

27. Plaintiffs also seek to recover attorney's fees to the extent that they are allowed under the provisions of 42 Pa. C.S.A. § 2503 (6), (7), and (9).

28. The attorney's fees which have been represented to Plaintiffs which they will pay to Dwight L. Koerber, Jr., Esquire, arising out of this action, are \$2,500.00. This is the sum of money for which Plaintiffs now seek an award in their favor.

WHEREFORE, Plaintiffs pray that a judgment for attorney's fees be entered in their favor and against Defendant Glenn A. Beck and Woodland Timber, in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars with the understanding that such entitlement to recover reasonable attorney's fees may be supplemented if additional litigation is required beyond the assessment of Two Thousand Five Hundred (\$2,500.00) Dollars from Plaintiffs' attorney.

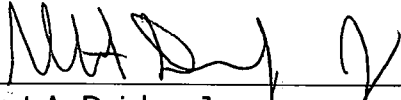
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Dwight L. Koerber, Jr.", written over a horizontal line.

Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiffs:
Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Albert A. Daisley, Jr.
DATED: 1-4-08

EXHIBIT A

Attached hereto as Exhibit A is a true and correct copy of the Articles of Agreement.



WOODLAND TIMBER

498 Thomas Road, Loretto, PA 15940 --- (814) 472-4869

ARTICLES OF AGREEMENT

THIS ARTICLE, IS MADE AND EXECUTED THIS 1 DAY OF Sept, 25, BY AND BETWEEN WOODLAND TIMBER, 498 THOMAS ROAD, LORETTO, PA 15940 AND Albert e Todd Daisley, OF Northern Cambria HEREINAFTER REFERRED TO AS "PURCHASER" AND LANDOWNER.

PURCHASER AGREES TO CUT THE TIMBER ON THE Daisley PROPERTY WHICH IS APPROXIMATELY ACRES AND TO CUT TIMBER AT LEAST 14 INCHES IN DIAMETER AND LARGER, PURCHASER AGREES TO PAY LANDOWNER 60% FOR THE ABOVE MENTIONED TIMBER.

THE PURCHASER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS AND/OR REGULATIONS AND TO OBTAIN ALL NECESSARY PERMITS. PURCHASER AGREES TO BOND ALL ROADS WHEN NECESSARY.

THE LANDOWNER IS NOT RESPONSIBLE FOR ANY ACCIDENTS THAT COULD OCCUR DUE TO THIS TIMBER OPERATION.

THE LANDOWNER AGREES TO ALLOW THE PURCHASER NECESSARY ACCESS IN AND OUT OF SAID TRACT LAND FOR THE PURPOSE OF CUTTING AND HARVESTING AND REMOVING THE TIMBER SUBJECT TO THIS AGREEMENT.


(WOODLAND TIMBER) GLENN A. BECK


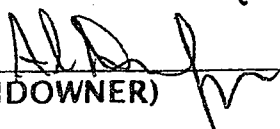


(LANDOWNER)

EXHIBIT B

Attached hereto as Exhibit B is a true and correct copy of the statement showing payment.

Sold to Albert & Todd Drisley Date 12-5-05
Address Northern Cambria Pa

QUAN.	DESCRIPTION	AMOUNT
#1 Sale	Bee P Hardwoods INC Highest Bid	
	\$12,000.00	
	X 60%	
	<u>\$7,200.00</u>	
	\$3577-	
	#1 Payment of Two Sales	

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs: Albert Daisley, a/k/a Albert
Daisley, Jr. and Todd R. Daisley,

Counsel of record for this party:
Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

01/31/2008
JAN 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

Att'y Koerber

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

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vs.

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Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

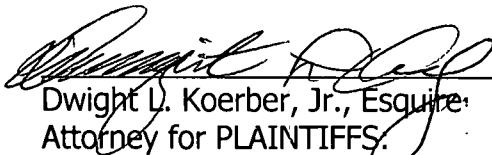
*

*

CERTIFICATE OF SERVICE

This is to certify that on the 8th day of January 2008, the undersigned served a certified copy of the Complaint in the above-captioned matter upon Defendant. Such documents were served via United States First Class Mail upon the following:

Mr. Glenn A. Beck
Glenn A. Beck, t/d/b/a
WOODLAND TIMBER
498 Thomas Road
Loretto, PA 15940



Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFFS.

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*
*
*

* TYPE OF DOCUMENT:
* PROPOSED ORDER AND
* PRELIMINARY OBJECTIONS
* OF DEFENDANT, GLENN A. BECK
* AND GLENN A. BECK, T/D/B/A
* WOODLAND TIMBER
*
*

* ATTORNEY FOR GLENN A. BECK
* AND GLENN A. BECK, T/DB/A
* WOODLAND TIMBER:
*

* MICHAEL A. SOSSONG, ESQUIRE
* 3133 NEW GERMANY ROAD
* SUITE NO. 59, MINI MALL
* EBENSBURG, PA 15931
* TELE. NO. (814) 472-7160
* SUPREME CT. ID #43957

FILED ICC 1A47
m/11:45 am
JAN 24 2008
Sossong.
LM

William A. Shaw
Prothonotary/Clerk of Courts

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

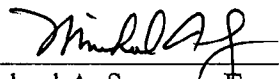
* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*

NOTICE TO PLEAD

TO: Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

You are hereby notified to file a written response to the enclosed Preliminary Objections of Defendant, Glenn A. Beck A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber to Plaintiff's Complaint within twenty (20) days from service hereof or a judgment may be entered against you.



Michael A. Sossong, Esquire
Attorney for Glenn A. Beck and
Glenn A. Beck, t/d/b/a Woodland Timber
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348
Tele. No.: (814) 472-7160
Supreme Ct. ID #43957

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

* IN THE COURT OF COMMON PLEAS
* OF
* CLEARFIELD COUNTY, PENNSYLVANIA
*
*
* NO. 07-2061-CD
*
*
* CIVIL ACTION - LAW
*
*

ORDER

AND NOW, this _____ day of _____, 2008, upon review and consideration of the record and arguments of counsel, it is hereby ORDERED AND DIRECTED that Counts II and II of Plaintiffs' Complaint are dismissed as legally insufficient as a matter of law for failure to state any cognizable causes of action upon which relief can be granted.

BY THE COURT:

_____. J.

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD

* CIVIL ACTION - LAW

PRELIMINARY OBJECTIONS OF DEFENDANT
GLENN A. BECK AND GLENN A. BECK, T/D/B/A WOODLAND TIMBER

AND NOW, comes Glenn A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber, by and through his attorney, Michael A. Sossong, Esquire, and files the following Preliminary Objections to Plaintiff's Complaint.

I. DEMURRER

1. On or about January 8, 2008, Plaintiffs, Albert Daisley, a/k/a Albert Daisley, Jr. and Todd R. Daisley, filed a Complaint entered to the above case number against Glenn A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber.

2. The Complaint contains three (3) separate counts; namely, Count I entitled Breach of Contract; Count II entitled Conversion of Timber; and, Count III entitled Request for Attorney's Fees.

3. Count II of Plaintiffs' Complaint, entitled Conversion of Timber, allegedly based upon 42 Pa.C.S. Section 8311, is legally insufficient as a matter of law because contrary to the statutory language of 42 Pa.C.S. Section 8311(a), Plaintiffs' Complaint does specifically seek other damages and other civil remedies.

4. Count III of Plaintiffs' Complaint entitled Request for Attorney's Fees solely alleging entitlement to attorney's fee under the provisions of 42 Pa.C.S. Section 2503(6), (7) and (9), is legally insufficient and fails as a matter of law to state a cognizable cause of action upon which relief can be granted, because the alleged conduct does not constitute conduct occurring during the pendency of a matter, and most importantly must await the conclusion of the Plaintiffs' present underlying action.

WHEREFORE, the Defendant Glenn A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber, respectfully requests and prays that the Honorable Court dismiss Counts II and III of Plaintiffs' Complaint on the basis that they are legally insufficient as a matter of law for failure to state legally cognizable causes of action upon which relief can be granted.

Respectfully submitted,

Dated: January 22, 2008

By: 

Michael A. Sosson, Esquire
Attorney for Defendant, Glenn A. Beck
and Glenn A. Beck, t/d/b/a
Woodland Timber
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348
Tele. No.: (814) 472-7160
Supreme Court I.D. No.: 43957

VERIFICATION

I, GLENN A. BECK, verify that the statements made in the foregoing PRELIMINARY OBJECTIONS OF DEFENDANT, GLENN A. BECK AND GLENN A. BECK, T/D/B/A WOODLAND TIMBER, 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.

Dated: January 22, 2008



GLENN A. BECK

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
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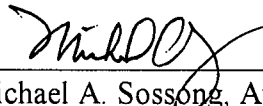
* CIVIL ACTION - LAW
*
*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PROPOSED ORDER AND PRELIMINARY OBJECTIONS OF DEFENDANT, GLENN A. BECK AND GLENN A. BECK, T/D/B/A WOODLAND TIMBER was served via facsimile and first class United States Mail, postage prepaid, on the 22nd day of January, 2008, as follows:

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Dated: January 22, 2008



Michael A. Sossong, Attorney for
Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

PROPOSED ORDER AND PRELIMINARY
OBJECTIONS OF DEFENDANT,
GLENN A. BECK AND GLENN A. BECK
T/D/B/A WOODLAND TIMBER

MICHAEL A. SOSSONG
ATTORNEY AT LAW
3133 NEW GERMANY ROAD
SUITE 59 - MINI MALL
EBENSBURG, PENNSYLVANIA 15931-4348

FILED

JAN 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

vs.

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

*

Docket No. 07-2061-CD

*

*

Type of Pleading:
AMENDED COMPLAINT

Filed on behalf of:
Plaintiffs: Albert Daisley, a/k/a Albert
Daisley, Jr. and Todd R. Daisley,

Counsel of record for this party:
Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 302
01/31/38/2011
JAN 30 2008
Att'y Koerber
(302)

William A. Shaw
Prothonotary/Clerk of Courts

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
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 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff.

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 Ext. 5982

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

AMENDED COMPLAINT

COMES NOW Albert A. Daisley, Jr. and Todd R. Daisley, Plaintiffs, by and through their attorney, Dwight L. Koerber, Jr., Esquire, and filed the within Complaint against Defendant Glenn A. Beck, who also trades under the name of Woodland Timber.

**COUNT I
BREACH OF CONTRACT**

1. Plaintiffs are Albert A. Daisley, Jr., who lives at 2 Philadelphia Avenue, N. Cambria, Pennsylvania, 15714, and Todd R. Daisley, who lives at 3601 Campbell Avenue, N. Cambria, Pennsylvania, 15714.

2. Defendant is Glenn A. Beck, who resides at 498 Thomas Road, Loretto, Pennsylvania, 15940.

3. Defendant also trades under the name of Woodland Timber and when the term "Defendant" is used herein, it refers to both Glenn A. Beck, individually, and Woodland Timber.

4. Plaintiffs are the owners of certain real estate located in Burnside Township, Westover, Clearfield County, Pennsylvania. Attached hereto as Exhibit A is a copy of the deed covering such real estate.

5. On or about September 1, 2005, the parties hereunto entered into a timber removal agreement, whereby Defendant would remove the timber located on Plaintiffs' property, which was at least 14 inches in diameter and larger, and pay to them Sixty (60%) Percent of the proceeds gained from the sale of such timber. In addition, Defendant agreed that he would restore the land to its prior condition, comply with all pertinent state laws and regulations, and bond the road where necessary in order to perform the work. In exchange for these obligations, Plaintiffs agreed to permit Defendant to have access to their property for the purpose of cutting and harvesting the Timber on such property.

6. Attached hereto as Exhibit B is a true and correct copy of the Articles of Agreement setting forth a portion of the terms in the agreement between the parties. In addition to the terms set forth in the Articles of Agreement, the contract of the parties was supplemented by the certain express representations of Defendant which are as follows:

(a) That he would restore the land to its prior condition.

(b) That he would pay, as a minimum, for the removal of timber, the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, and more if the Sixty (60%) Percent formula required him to do so.

(c) That he would not operate his trucks across the bridge on the property of Plaintiffs, but would instead pull timber across the bridge through the use of a skidder, thereby minimizing the potential wear and tear and avoiding damage to the bridge.

7. Within approximately a week after the agreement was signed between the parties on September 1, 2005, Defendant began work on the property, removing the timber.

8. Defendant made one incremental payment to the Plaintiffs, in the amount of Seven Thousand Two Hundred (\$7,200.00) Dollars, covering a portion of the timber that was removed from the property. Attached hereto as Exhibit C is a true and correct copy of the statement showing such payment.

9. When payment number 1 was made, it was made with the express understanding there would be a second payment covering the remaining portion of the timber that was cut from the premises.

10. Notwithstanding the contract between the parties and the obligation of Defendant to make payment for all of the timber removed from the Plaintiffs' land, Defendant failed to make such payment, as he totally ignored his obligation to pay anything more than the first payment, identified hereto as Exhibit C.

11. In view of the representation that the minimum payment to be made would be Seventeen Thousand Five Hundred (\$17,500.00) Dollars, and in view of the

fact that Defendant has paid only Seven Thousand Two Hundred (\$7,200.00) Dollars, Defendant is in breach of contract by the sum of Ten Thousand Three Hundred (\$10,300.00) Dollars, as that is the remaining sum of money that Defendant owes to Plaintiffs for removal of timber.

12. Plaintiffs have made numerous requests for documentation to show where and when the timber was removed and to whom it was sold, and Defendant has failed and refused to respond to those requests. As a result, Plaintiffs reserve the right to supplement their demand for payment of Ten Thousand Three Hundred (\$10,300.00) Dollars by seeking an additional sum of money if the facts that are developed in this case warrant payment of such an additional sum of money.

13. In addition to failing to properly pay for the removal of timber, Defendant also failed to comply with his obligation to restore the property to its prior condition, as he did substantial damages to a bridge and roadway on the property. The amount of damage that has been done to the bridge and roadway are as follows:

(a) Road restoration, including ruts and restoring surface, amounting to Two Thousand (\$2,000.00) Dollars.

(b) Damage to bridge, including hole from overweight use of the bridge, amounting to Three Thousand (\$3,000.00) Dollars.

(c) Total amount of damage to bridge and roadway amounts to Five Thousand (\$5,000.00) Dollars.

14. With respect to the aforesaid property damage of Five Thousand (\$5,000.00) Dollars, Plaintiffs would point out that the express understanding between

the parties was that Defendant would use a skidder to bring the timber down to the bridge and pull it across the bridge at the lighter weight involved in the usage of a skidder, and then load the timber on the other side of the bridge. Notwithstanding that express representation by Defendant, Defendant loaded the timber while on the back side of the bridge, and hauled it over the bridge thereby damaging it.

15. By failing to make payment for the timber, and failing to restore the property to its prior condition, Defendant has breached his contract with Plaintiffs, thereby producing damages of Fifteen Thousand Three Hundred (\$15,300.00) Dollars.

16. Plaintiffs also seek to recover attorney's fees under the provisions of 42 Pa. C.S.A. § 2503 (6), (7), and (9).

17. Specifically, Plaintiffs would point out that in conjunction with a complaint they filed for monetary damages before District Justice Hawkins, that Defendant proposed to the District Justice that he pay a specific sum of damages, rather than going through the entire hearing, and that he be allowed to pay that sum of money through installment payments. For the purpose of curtailing ongoing litigation and for the purpose of resolving the dispute without further time, expense, and disharmony, Plaintiffs agreed to such a resolution. Notwithstanding the agreement to have a judgment entered against him, one which Defendant specifically proposed himself, Defendant filed a Notice of Appeal within the 30-day period after the judgment before District Justice Hawkins was entered.

18. In filing a Notice of Appeal, after specifically inducing Plaintiffs to agree to settle the case before the District Justice, Defendant engaged in dilatory and vexatious and bad faith actions, thereby making him responsible for attorney's fees.

19. Plaintiffs also seek to recover attorney's fees to the extent that they are allowed under the provisions of 42 Pa. C.S.A. § 2503 (6), (7), and (9).

WHEREFORE, Plaintiffs pray that judgment be entered in their favor and against Defendant Glenn A. Beck and Woodland Timber in the amount of Fifteen Thousand Three Hundred (\$15,300.00) Dollars, plus costs of suit and attorneys' fees pursuant to 42 Pa. C.S.A. 2503.

**COUNT II
CONVERSION OF TIMBER
FILED IN THE ALTERNATIVE**

20. Paragraphs 1 through 4 are incorporated by reference as though set forth in full.

21. Count I and Count II are filed in the alternative, as Plaintiffs first seek to recover under the provisions of 42 Pa. C.S.A. 8311, and do so in lieu of seeking all other damages or civil remedies. This Complaint is filed in the alternative, as Plaintiffs will not seek the damages set forth in Count I if they are able to prevail under the provisions of 42 Pa. C.S.A. 8311.

22. Plaintiffs hereby reference the facts set forth in Count I of their Complaint, and state that any consent which the Defendant may have had to enter onto their

property, so as to remove their timber, is void abinitio, in the event that Defendant disputes the terms of the consent under which he was permitted to enter onto the property, as that consent was conditioned solely upon the requirement that Defendant enter onto the property and remove timber in a fashion so as to not damage Plaintiffs' bridge on the property, fully comply with all pertinent state laws and regulations, bond the road where necessary to perform the work, and make payment of Sixty (60%) of the proceeds from the sale of such timber, with the payment as a minimum amounting to Seventeen Thousand Five Hundred (\$17,500.00).

23. Plaintiffs believe and hereby allege that the conduct of Defendant was such that he never intended to fulfill the terms under which consent was granted so as to permit him to be on the Plaintiffs' property, thereby establishing that he cut and removed timber from their property without their consent.

24. Plaintiffs aver, and hereby state that the market value of their timber as removed by Defendant, was Seventeen Thousand Five Hundred (\$17,500.00).

25. Plaintiffs believe and hereby aver that Defendant deliberately removed their timber without their consent, as his course of conduct and actions on the property served to void the Plaintiffs' conditional consent and thereby show that he was trespassing abinitio from the time he first entered onto the property to cut and remove timber.

26. Because the actions of Defendant were deliberate, Plaintiffs are entitled to

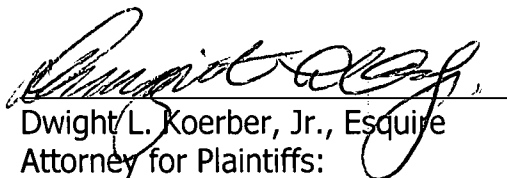
three (3) times the market value of their timber, meaning that they are entitled to Fifty-Two Thousand Five Hundred (\$52,500.00) Dollars. (3 X \$17,500.00 = \$52,500.00)

27. Plaintiffs acknowledge that Defendant has paid them the sum of Seven Thousand Two Hundred (\$7,200.00) Dollars, thereby showing that they are entitled to receive the remaining sum of Forty-Five Thousand Three Hundred (\$45,300.00) Dollars.

28. In the event that the facts developed at trial show that Plaintiffs are entitled to less than triple damages, but only double damages, Plaintiffs seek double damage in lieu of triple damage, in the amount of Twenty-Seven Thousand Eight Hundred (\$27,800.00) Dollars.

WHEREFORE, in the alternative, in lieu of seeking other damages or civil remedies as provided by law, Plaintiffs seek the greater of triple damages totaling Forty-Five Thousand Three Hundred (\$45,300.00) Dollars, or in the alternative double damages in the amount of Twenty-Seven Thousand Eight Hundred (\$27,800.00) Dollars under the provisions of 42 Pa. C.S.A. 8311, plus costs.

Respectfully submitted,



Dwight L. Koerber, Jr., Esquire
Attorney for Plaintiffs:
Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

CERTIFICATE OF SERVICE

This is to certify that on the 30th day of January 2008, the undersigned served a certified copy of the Amended Complaint in the above-captioned matter upon counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

Michael A. Sossong, Esquire
3133 New Germany Road
Suite 59-Mini Mall
Ebensburg, PA 15931

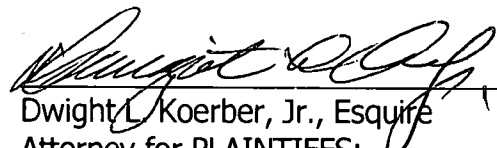

Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFFS:
Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley

EXHIBIT A

Attached hereto as Exhibit A is a true and correct copy of the Deed.

This Deed

Made the Eighteenth day of October, in the year nineteen hundred Ninety One.

BETWEEN ELNORA LLOYD, widow of deceased Orval Lloyd, of the Township of Burnside, County of Clearfield, and State of Pennsylvania,

ALBERT A. DAISLEY Jr., of the Borough of Barnesboro, and TODD R. DAISLEY, Of the Borough of Spangler, both of the County of Cambria and State of Pennsylvania,

Grantor

Grantee's

WITNESSETH, that in consideration of FOUR THOUSAND-- (\$4,000.00)-----

Dollars

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, their heirs and assigns,

ALL those two certain messuages or tracts of land situate in the Township of Burnside County of Clearfield, and State of Pennsylvania, bounded and escribed as follows:

THE FIRST THEREOF: BEGINNING at a white pine (Old corner); thence by tract line of John Tripley survey north 87° west 80 perches to a hickory or hemlock corner; thence by Abraham Witmer Survey north 3° east 89.5 perches to a post corner; thence by land of Henry Young south 88° east 80 perches to a post; thence by Yingling Survey south 3° west 92 perches to place of beginning. Containing 44 3/4 acres. It being part of a larger survey or tract of land granted to Casper Shaffer dated 17th day of June, 1793.

THE SECOND THEREOF: BEGINNING at a stone on the south side of the public road leading to the road of East Ridge and on the line of land between that formerly Henry Young, now E.P. Young, and land formerly of W.R. McCandless, now parcel First hereof; thence along said line south 85° 30' east 17 chains and 98 links to a corner; thence by land formerly of E.B. McMasters, now Clyde Brothers, north 4° 30' east 10 chains and 70 links (this course also along land formerly David Lloyd, now of William Shaw) to a stone on the south side of the public road above mentioned; thence along said public road south 52° 15' west 3 chains and 41 links; thence still by said road south 54° 30' west 3 chains and 45 links; thence still by said road south 73° 30' west 3 chains and 78 links; thence still by said road south 73° west 3 chains; thence still by same road 64° west 5 chains and 7 links to a stone and place of beginning. Containing 9 acres and 143 perches, be the same more or less. It being a part of a larger tract of land surveyed in pursuance of a warrant granted to Casper Shaffer dated 17th day of May, 1794, to James C. Fisher, enrolled in Patent book No. 42, page 22.

RESERVING AND EXCEPTING, However from both said parcels all the coal in, under and upon said parcels of land heretofore sold; and subject to the rights and privileges embraced in the Company's deed that purchased the same.

BEING the same premises that became vested in Orval Lloyd and Elnora Lloyd by deed of Elnora Keirn, now Elnora Lloyd and Orval Lloyd by deed dated July 11, 1969 and recorded in Clearfield County Deed Book Volume 549, page 635. Elnora Lloyd is the surviving wife of Orval Lloyd who died on Feb. 12, 1981.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the grantor do hereby covenant and agree that she will warrant the premises hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Elinora Lloyd (SEAL)
Nancy Hopkins (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

State of Pennsylvania }
 County of Cambria } SS.

On this, the Eighteenth day of October, 1991, before me, the undersigned officer, personally appeared Elinora Lloyd, widow of Orval Lloyd,

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 REALTY TRANSFER TAX
 OCT 29 '91
 \$4.00

Judith L. Daisley

Judith L. Daisley, Recorder
 Barnesboro, Pa., Cambria County
 My Commission Expires Aug. 30, 1993

I hereby certify that precise residence of the within named Grantee is Albert Daisley Jr. is 2 Chestnut ave, Barnesboro, Pa, Todd Daisley is 410 Campbell ave, Barnesboro, Pa.
 October 18, 1991

Commonwealth of Pennsylvania }
 County of Clearfield } SS.

Recorded on this 28th day of October, 1991, in the Recorder's Office of the said County, in Book Vol. 1425

Given under my hand and the seal of said Office, the date above written.

Michael R. Lytle
 Recorder
 My Commission Expires
 First Monday in January, 1992

CLEARFIELD COUNTY
 ENTERED OF RECORD 10-28-91
 TIME 9:36am
 BY *Albert Daisley Jr.* Mail To-Told
 FEES 13.50 410 Campbell Ave
 Michael R. Lytle, Recorder Barnesboro, Pa
 15714

HARMONY SCHOOL DISTRICT
 100 CASH HARMONY TAX
 BALANCE 40.00
 PAID 10-28-91
 Date Agent

Entered of Record Oct 28 1991 9:36am Michael R. Lytle, Recorder

State Tax 40.00
 Harmony Tax 40.00

Elinora Lloyd, Widow

to
 Albert A. Daisley Jr. and
 Todd R. Daisley

Brd

EXHIBIT B

Attached hereto as Exhibit B is a true and correct copy of the Articles of Agreement.



WOODLAND TIMBER

498 Thomas Road, Loretto, PA 15940 --- (814) 472-4869

ARTICLES OF AGREEMENT

THIS ARTICLE, IS MADE AND EXECUTED THIS 1 DAY OF Sept, 05, BY AND BETWEEN WOODLAND TIMBER, 498 THOMAS ROAD, LORETTO, PA 15940 AND Albert & Todd Daisley, OF Northern Cambria HEREINAFTER REFERRED TO AS "PURCHASER" AND LANDOWNER.

PURCHASER AGREES TO CUT THE TIMBER ON THE Daisley PROPERTY WHICH IS APPROXIMATELY ACRES AND TO CUT TIMBER AT LEAST 14 INCHES IN DIAMETER AND LARGER, PURCHASER AGREES TO PAY LANDOWNER 100% FOR THE ABOVE MENTIONED TIMBER.

THE PURCHASER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS AND/OR REGULATIONS AND TO OBTAIN ALL NECESSARY PERMITS. PURCHASER AGREES TO BOND ALL ROADS WHEN NECESSARY.

THE LANDOWNER IS NOT RESPONSIBLE FOR ANY ACCIDENTS THAT COULD OCCUR DUE TO THIS TIMBER OPERATION.

THE LANDOWNER AGREES TO ALLOW THE PURCHASER NECESSARY ACCESS IN AND OUT OF SAID TRACT LAND FOR THE PURPOSE OF CUTTING AND HARVESTING AND REMOVING THE TIMBER SUBJECT TO THIS AGREEMENT.

Glenn A. Beck
(WOODLAND TIMBER) GLENN A. BECK

Todd Daisley
Albert Daisley
(LANDOWNER)

EXHIBIT C

Attached hereto as Exhibit C is a true and correct copy of the statement showing payment.

498 Thomas Road
Loretto, PA 15940

QUAN.	DESCRIPTION	AMOUNT
#1 sale	Bee D Hardwoods INC Highest Bid $\begin{array}{r} \$12,000.00 \\ \times 60\% \\ \hline \$7,200.00 \end{array}$	
	\$3500	
	#1 Payment of Two Sales	

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

vs.

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

*

*

Docket No. 07-2061-CD

*

*

Type of Pleading:
PRAECIPE

Filed on behalf of:
Plaintiffs: Albert Daisley, a/k/a Albert
Daisley, Jr. and Todd R. Daisley,

Counsel of record for this party:
Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED 308
01/30/08
JAN 31 2008
Amy Koerber
(GK)

William A. Shaw
Prothonotary/Clerk of Courts

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

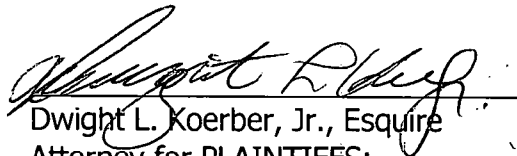
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PRAECIPE

Please affix the attached verification page to the Amended Complaint we filed on
Wednesday, January 30, 2008, as the verification was inadvertently omitted.

Respectfully submitted,

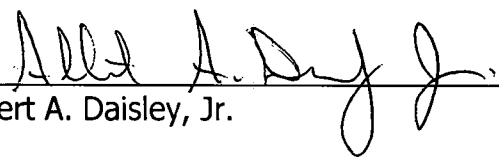


Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFFS:

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.


Albert A. Daisley, Jr.

DATED: 1-27-08

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

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley,
Plaintiffs

*

*

vs.

*

Docket No. 07-2061-CD

Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber,
Defendant

*

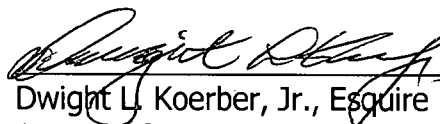
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CERTIFICATE OF SERVICE

This is to certify that on the 31st day of January 2008, the undersigned served a
certified copy of the Praecipe in the above-captioned matter upon counsel for Defendant.

Such document was served via United States First Class Mail upon the following:

Michael A. Sossong, Esquire
3133 New Germany Road
Suite 59-Mini Mall
Ebensburg, PA 15931



Dwight L. Koerber, Jr., Esquire
Attorney for PLAINTIFFS:

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*
*

* TYPE OF DOCUMENT:
* PROPOSED ORDER AND
* PRELIMINARY OBJECTION
* OF DEFENDANT, GLENN A. BECK
* AND GLENN A. BECK, T/D/B/A
* WOODLAND TIMBER TO
* AMENDED COMPLAINT
*
*

* ATTORNEY FOR GLENN A. BECK
* AND GLENN A. BECK, T/DB/A
* WOODLAND TIMBER:
*
*

* MICHAEL A. SOSSONG, ESQUIRE
* 3133 NEW GERMANY ROAD
* SUITE NO. 59, MINI MALL
* EBENSBURG, PA 15931
* TELE. NO. (814) 472-7160
* SUPREME CT. ID #43957

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*

NOTICE TO PLEAD

TO: Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

You are hereby notified to file a written response to the enclosed Preliminary Objection of Defendant, Glenn A. Beck A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber to Plaintiffs' Amended Complaint within twenty (20) days from service hereof or a judgment may be entered against you.



Michael A. Sossong, Esquire
Attorney for Glenn A. Beck and
Glenn A. Beck, t/d/b/a Woodland Timber
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348
Tele. No.: (814) 472-7160
Supreme Ct. ID #43957

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD

* CIVIL ACTION - LAW

ORDER

AND NOW, this _____ day of _____, 2008, upon review and consideration of the record and arguments of counsel, it is hereby ORDERED AND DIRECTED that Count II of Plaintiffs' Amended Complaint is dismissed as legally insufficient as a matter of law for failure to state any cognizable causes of action upon which relief can be granted and fails to comply with the damages allowable and recoverable under 42 Pa.C.S. Section 8311(a).

BY THE COURT:

_____.J.

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*

PRELIMINARY OBJECTION OF DEFENDANT,
GLENN A. BECK AND GLENN A. BECK, T/D/B/A
WOODLAND TIMBER TO AMENDED COMPLAINT

AND NOW, comes Glenn A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber, by and through his attorney, Michael A. Sossong, Esquire, and files the following Preliminary Objection to Plaintiffs' Amended Complaint.

I. DEMURRER

1. On or about January 30, 2008, Plaintiffs, Albert Daisley, a/k/a Albert Daisley, Jr. and Todd R. Daisley, filed an Amended Complaint entered to the above case number against Glenn A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber.

2. The Amended Complaint contains two (2) separate counts; namely, Count I entitled Breach of Contract and Count II entitled Conversion of Timber.


3. Count II of Plaintiffs' Amended Complaint, entitled Conversion of Timber, allegedly based upon 42 Pa.C.S. Section 8311, is legally insufficient as a matter of law because contrary to the statutory language of 42 Pa.C.S. Section 8311(a), Count I of Plaintiffs' Amended Complaint does specifically seek other damages and other civil remedies.

4. Count II of Plaintiffs' Amended Complaint also inconsistent with 42 Pa.C.S. Section 8311(a), seeks to obtain damages for timber Plaintiffs were already paid for pursuant to the terms of the Agreement between the parties dated September 1, 2005.

WHEREFORE, the Defendant Glenn A. Beck and Glenn A. Beck, t/d/b/a Woodland Timber, respectfully requests and prays that the Honorable Court dismiss Count II of Plaintiffs' Amended Complaint on the basis that it is legally insufficient as a matter of law for failure to state a legally cognizable cause of action upon which relief can be granted and fails to comply with the damages allowable and recoverable under 42 Pa.C.S. Section 8311(a).

Respectfully submitted,

Dated: February 7, 2008

By: 
Michael A. Scssong, Esquire
Attorney for Defendant, Glenn A. Beck
and Glenn A. Beck, t/d/b/a
Woodland Timber
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348
Tele. No.: (814) 472-7160
Supreme Court I.D. No.: 43957

VERIFICATION

I, GLENN A. BECK, verify that the statements made in the foregoing PRELIMINARY OBJECTION OF DEFENDANT, GLENN A. BECK AND GLENN A. BECK, T/D/B/A WOODLAND TIMBER TO AMENDED 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.

Dated: February 7, 2008



GLENN A. BECK

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
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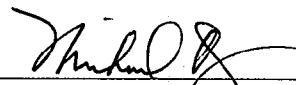
* CIVIL ACTION - LAW
*
*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PROPOSED ORDER AND PRELIMINARY OBJECTION OF DEFENDANT, GLENN A. BECK AND GLENN A. BECK, T/D/B/A WOODLAND TIMBER TO AMENDED COMPLAINT was served via facsimile and first class United States Mail, postage prepaid, on the 7th day of February, 2008, as follows:

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Dated: February 7, 2008



Michael A. Sossong, Attorney for
Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

PROPOSED ORDER AND PRELIMINARY
OBJECTION OF DEFENDANT, GLENN A.
BECK AND GLENN A. BECK, T/D/B/A
WOODLAND TIMBER TO
AMENDED COMPLAINT

County of York
Shaw William A. Shaw

2007 FEB 11

037113

MICHAEL A. SOSONG
ATTORNEY AT LAW
3133 NEW GERMANY ROAD
SUITE 59 - MINI MALL
EBENSBURG, PENNSYLVANIA 15931-4348

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

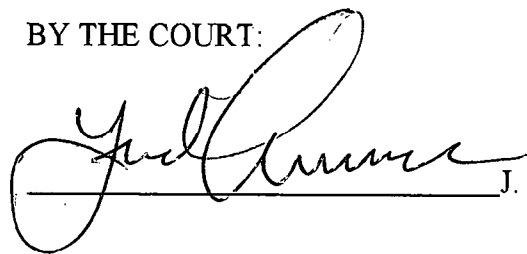
Defendant

* IN THE COURT OF COMMON PLEAS
* OF
* CLEARFIELD COUNTY, PENNSYLVANIA
*
* NO. 07-2061-CD
*
* CIVIL ACTION - LAW
*
*

ORDER

AND NOW, this 10 day of March, 2008, it is ORDERED AND
DIRECTED that argument on the Preliminary Objection of Defendant, Glenn A. Beck and Glenn
A. Beck, t/d/b/a Woodland Timber to Amended Complaint in the above captioned case will be
held on the 10th day of April, 2008, at 2:30 o'clock p.m. in
Courtroom No. 1, of the Clearfield County Courthouse, in Clearfield, Pennsylvania,
before Judge Ammerman.

BY THE COURT:


J.

FILED

013:00301
MAR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

400
Atty Sassong

FILED

MAR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/11/08

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

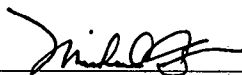
* IN THE COURT OF COMMON PLEAS
* OF
* CLEARFIELD COUNTY, PENNSYLVANIA
*
*
* NO. 07-2061-CD
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*
* CIVIL ACTION - LAW
*
*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing ORDER dated March 10, 2008, was served via facsimile and first class United States Mail, postage prepaid, on the 17th day of March, 2008, as follows:

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Dated: March 17, 2008



Michael A. Sossong, Attorney for
Glenn A. Beck and Glenn A. Beck,
t/d/b/a Woodland Timber

Michael A. Sossong

FILED ^{NO CC}
MAR 18 2008
William A. Shaw
Prothonotary/Clerk of Courts

07

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ALBERT DAISLEY, A/K/A
ALBERT DAISLEY, JR. AND
TODD R. DAISLEY

-VS-

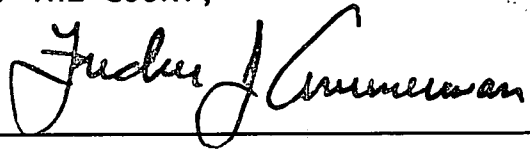
No. 07-2061-CD

GLENN A. BECK AND GLENN A.
BECK, T/D/B/A WOODLAND
TIMBER

O R D E R

AND NOW, this 10th day of April, 2008, following argument on the Preliminary Objections to the Amended Complaint, it is the ORDER of this Court that the Preliminary Objections are granted to the extent that Count II of the Amended Complaint is hereby dismissed. The Plaintiff is attempting to proceed based upon a breach of contract claim. As a result, a request for conversion must be denied.

BY THE COURT,



President Judge

FILED
APR 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty's: Koerber
Sassong
@

FILED

APR 14 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/14/08

 You are responsible for serving all appropriate parties.

 X The Prothonotary's office has provided service to the following parties:

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*

* TYPE OF DOCUMENT:
* ANSWER, NEW MATTER
* AND COUNTERCLAIM
* TO AMENDED COMPLAINT
*
*

* ATTORNEY FOR GLENN A. BECK,
* T/D/B/A WOODLAND TIMBER:
*

* MICHAEL A. SOSSONG, ESQUIRE
* 3133 NEW GERMANY ROAD
* SUITE NO. 59, MINI MALL
* EBENSBURG, PA 15931
* TELE. NO. (814) 472-7160
* SUPREME CT. ID #43957

FILED

JUN 23 2008

W/11:25/

William A. Shaw
Prothonotary/Clerk of Courts

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Att

62

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

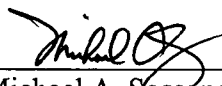
* NO. 07-2061-CD
*

* CIVIL ACTION - LAW
*

NOTICE TO PLEAD

TO: Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim to Amended Complaint within twenty (20) days from service hereof or a judgment may be entered against you.



Michael A. Sossong, Esquire
Attorney for Glenn A. Beck,
t/d/b/a Woodland Timber
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348
Tele. No.: (814) 472-7160
Supreme Ct. ID #43957

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*
*

* CIVIL ACTION - LAW
*
*

ANSWER, NEW MATTER AND
COUNTERCLAIM TO AMENDED COMPLAINT

AND NOW, comes the Defendant, Glenn A. Beck, t/d/b/a Woodland Timber, by and through his attorney, Michael A. Sossong, Esquire, and files the following Answer, New Matter and Counterclaim to Amended Complaint.

I. ANSWER

1. Admitted.

2. Admitted.

3. Admitted in part. Denied in part. The Defendant admits that he is a sole proprietor trading under the fictitious name of Woodland Timber. The Defendant denies that his use of the fictitious name Woodland Timber provides a separate legal basis for any alleged cause of action against him other than as sole proprietor trading under the assumed name Woodland Timber.

4. Admitted.

5. Admitted.

6. Admitted part. Denied in part. The Defendant admits that attached as Exhibit "B" to Plaintiff's Complaint is a true and correct copy of the Agreement between the parties entitled "Articles of Agreement". The Defendant denies that the written Agreement and titled "Articles of Agreement" sets forth a portion of the terms of the agreement between the parties. The Defendant further denies that there were additional terms to the Agreement between the parties,

and that the contract of the parties was supplemented by certain express representations of the Defendant. The Defendant specifically denies that the written Agreement was supplemented by an express representation of Defendant specifically that he would restore the land to its prior condition; that he would pay as a minimum for the removal of the timber the sum of \$17,500.00 and more if the sixty percent (60%) formula required him to do so; and, that he would not operate his trucks across the bridge on the property of Plaintiffs, but would instead pull timber across the bridge through the use of a skidder. To the contrary, to the extent that there was any discussion regarding subparagraphs (a), (b) and (c) of paragraph 6 of the Plaintiffs' Complaint, the Defendant submits that the only discussion that occurred between the parties was after the first load of logs was cut, the Plaintiffs asked the Defendant to advise the cutter/skidder to not take the skidder across the drainage pipe but to take the truck across the drainage pipe.

7. Admitted in part. Denied in part. The Defendant admits only that within approximately a week after the written Agreement was signed between the parties on September 1, 2005, the independent contractor of the Defendant, Ron Lecorchick began cutting timber and skidding timber on the Plaintiff's property. The Defendant denies that he showed Ron Lecorchick where to cut and what timber to cut. To the contrary, it was the Plaintiffs who showed Ron Lecorchick where to cut and what timber to cut on the property of the Plaintiffs.

8. Admitted in part. Denied in part. The Defendant admits that the Plaintiffs were paid \$7,200.00 for the only timber he removed and sold from the property. The Defendant denies that the \$7,200.00 covered only a portion of the timber that Defendant removed from the property. To the contrary, the Plaintiffs were paid in accordance with the written Agreement between the parties for all timber removed by the Defendant from the Plaintiffs' property. Finally, the Defendant admits that attached as Exhibit "C" to Plaintiffs' Complaint is a true and correct copy

of a statement calculating Defendant's payment to Plaintiffs for all timber Defendant removed and sold from Plaintiffs' property.

9. Admitted in part. Denied in part. The Defendant admits only that when payment number one was made, it was made with the express understanding that there would be a second payment covering any remaining portion of timber that was cut, removed and sold by the Defendant from the premises. The Defendant specifically denies that he removed and sold any more timber from the Plaintiffs' property than that timber which was the subject of payment number one.

10. Denied. The Defendant specifically denies that notwithstanding the contract between the parties and the obligation of the Defendant to make payment for all of the timber he removed from the Plaintiffs' land, that he failed to make such payment and totally ignored any obligation required of him by the written Agreement between the parties. The Defendant further denies that he totally ignored any obligation that would require him to pay for more timber than the first payment identified in Exhibit "C", as he did not receive and sell any more timber other than that which is the subject of Exhibit "C". To the contrary, the Defendant believes that Ron Lecorchick cut enough logs for a second sale of timber that was primarily hemlock and soft maple with very few red oak logs being cut, however, the additional logs were never removed by the Defendant, because the Plaintiffs deprived Defendant of the ability to remove any additional logs by locking the access gate to the property and posting the property with "No Trespassing" signs, thereby depriving the Defendant of the ability to fulfill the written contract between the parties. It was the conduct of the Plaintiffs that was and is in breach of the written Agreement between the parties, since they did not permit the Defendant the necessary access in and out of the tract of land for the purpose of cutting, harvesting and removing the timber subject to the Agreement for

sale. On that basis, the Defendant had no obligation to pay the Plaintiffs for logs he could not remove and sell.

11. Denied. The Defendant specifically denies that he made any representation that a minimum payment to the Plaintiffs would be made in the amount of \$17,500.00, and further denies that he is in breach of the contract by the sum of \$10,300.00, which is the alleged remaining sum of money that Plaintiffs assert is owed by the Defendant for cutting and skidding of the timber by Ron Lecorchick, which the Defendant was never able to remove and sell from Plaintiffs' property. The Defendant admits only that he did pay to the Plaintiffs the sum of \$7,200.00 in accordance with the written Agreement between the parties which constitutes sixty percent (60%) of the timber harvested, removed and sold by the Defendant from Plaintiffs' property.

12. Denied. The Defendant denies that Plaintiffs have made numerous requests for documentation to show where and when timber was removed and to whom it was sold and that Defendant has failed and refused to respond to such requests. In addition, the Defendant denies that the Plaintiffs have the right to supplement their demand for payment of \$10,300.00 by seeking additional sums of money, if facts are developed warranting payment of such additional sums of money. To the contrary, it was the conduct of the Plaintiffs that is in breach of the written Agreement between the parties, in that the Plaintiffs denied Defendant as required by the written Agreement necessary access in and out of Plaintiffs' land for the purpose of removing and selling the timber which was the subject of the Agreement, other than the first sale of timber for which Defendant was provided the necessary access in and out of the property.

13. Denied. The Defendant specifically denies that he failed to properly pay for timber removed from Plaintiffs' property. Further, Defendant specifically denies that he also failed to comply with an obligation to restore the property to its prior condition and that he did substantial

damages to a bridge and roadway on Plaintiffs' property. The Defendant further denies that he did substantial damages to a bridge and roadway on the property of the Plaintiffs and that therefore, he is responsible for any damage done by Ron Lecorchick to the bridge and roadway. As to the balance of the averments of paragraph 13 of Plaintiffs' Complaint, the Defendant after conducting a reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of such averments and strict proof thereof is demanded at the time of hearing.

14. Denied. The Defendant as to Plaintiffs' assertion of property damage in the amount of \$5,000.00 after conducting a reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of that averment and strict thereof is demanded at the time of hearing. As to the balance of the averments of paragraph 14, the Defendant denies such averments as there was never an express understanding between the parties that the Defendant would use a skidder to bring the timber down to the bridge and pull it across the bridge and load the timber on the other side of the bridge. To the contrary, the only discussion between the Defendant and either of the Plaintiffs occurred approximately three (3) to four (4) days into the initial timber harvesting commenced by Ron Lecorchick. At that time, the Defendant personally talked to Plaintiff, Albert Daisley, Jr. and was instructed to keep the skidder off of the drainage pipe characterized by Plaintiffs in their Complaint as a bridge and to use the truck only over the drainage pipe. The Defendant did specifically what he was asked by Plaintiff, Albert Daisley, Jr., to do and does not believe that he damaged the drainage pipe in doing what he was told to do.

15. Denied. The Defendant specifically denies that he failed to make payment for timber that was cut, removed and sold from Plaintiffs' property, that he failed to restore the property to its prior condition, that Defendant breached any contract with Plaintiffs, and therefore Plaintiffs are entitled to damages of \$15,300.00.

16. Denied. The Defendant denies the averments of paragraph 16 as they are and contain conclusions of law to which no response is required by Defendant. To the extent that a response is required, the Defendant denies that Plaintiffs are entitled to recover attorney's fees in this case under the provisions of 42 Pa.C.S. Sections 2503 (6), (7) and (9). To the contrary, the Plaintiffs as a matter of law have failed to allege and/or establish any conduct warranting attorney's fees being assessed against Defendant pursuant to the statutory provisions cited by Plaintiffs.

17. Denied. The Defendant specifically denies the averments of paragraph 17 of Plaintiffs' Complaint as they are and contain conclusions of law to which no response is required. To the extent that a response is required, the Defendant denies that he made any settlement with the Plaintiffs which is valid, binding or in any way serves a basis for a request and award for attorney's fees being assessed against him.

18. Denied. The averments of paragraph 18 of Plaintiffs' Complaint are and contain conclusions of which to which no response is required. To the extent that a response is required, the Defendant denies that by filing a Notice of Appeal, such conduct constitutes dilatory, vexatious or bad faith actions on the part of the Defendant, thereby making him responsible for attorney's fees under the relevant statutory provisions cited by Plaintiffs in their Complaint.

19. Denied. The Defendant denies to the extent implied that Plaintiffs are entitled to recover attorney's fees under the provisions of 42 Pa.C.S. 2503 (6), (7) and (9).

WHEREFORE, the Defendant respectfully requests and prays that judgment be entered in favor of Defendant and against Plaintiff on Plaintiffs' Complaint and assess all costs to the Plaintiff.

II. NEW MATTER

AND NOW, comes the Defendant by way of further response and files the following New Matter:

20. The Defendant incorporates herein by reference paragraphs 1 through 19 of his Answer as though fully set forth at length.

21. After the Defendant hauled and sold the logs comprising the first sale from the property of Plaintiffs, Plaintiffs denied Defendant access to the property to remove and sell the balance of the logs cut by Ron Lecorchick, the independent contractor for Defendant, by locking the gate on the access road to the logs, posting the property and avoiding Defendant's requests for access to the additional logs in-person, by telephone communication and in writing.

22. As a result, the Defendant believes and therefore avers that the Plaintiffs are estopped from asserting entitlement to any damages whatsoever from Defendant.

23. Essentially, the Plaintiffs breached the Agreement dated September 1, 2005, between the parties by denying the Defendant the necessary access in and out of the tract of land for the purpose of cutting, harvesting, removing and selling the timber subject to the Agreement, therefore, the Defendant is not liable to the Plaintiffs.

24. Due to the Plaintiffs' denial of access to Defendant to remove and sell the balance of the logs, it was impossible for the Defendant to perform his obligation under the Articles of Agreement dated September 1, 2005, therefore, the Defendant is not liable to the Plaintiffs for any alleged damages suffered by the Plaintiffs.

25. The Defendant believes and therefore avers that he is justified in not paying the Plaintiffs anymore than \$7,200.00, since the Defendant only hauled and sold logs comprising the first sale and paid the Plaintiffs all amounts they were entitled to receive pursuant to the terms of the Articles of Agreement between the parties dated September 1, 2005.

26. The Defendant believes and therefore avers that the Plaintiffs waived any entitlement to damages for any additional of logs due to their breach in locking the access gate on the property, posting the property and thereby depriving the Defendant the ability to haul and sell any additional logs cut and skidded by his independent contractor, Ron Lecorchick.

27. As to Plaintiffs' attorney's fees request, the Plaintiffs' Complaint as a matter of law fails to set forth any conduct constituting or satisfying the requisite elements entitling Plaintiffs to attorney's fees, thereby failing to state any claim upon which the requested relief can be granted.

28. The above referenced conduct of Plaintiffs in locking the access gate to the property, posting the property and refusing to permit Defendant access despite his numerous in-person, telephone and written requests for access to complete the terms of the Articles of Agreement dated September 1, 2005, constitutes a repudiation of the contract by the Plaintiffs, entitling the Defendant to set-off any damages he suffered and resulting proximately from Plaintiffs' illegal conduct, which Defendant submits are \$420.00 paid the independent contractor, Ron Lecorchick, to cut and skid four (4) loads of logs, and forty percent (40%) of four (4) loads of logs not sold with a fair market value of approximately \$1,500.00 per load or \$2,400.00, for a total set-off of \$2,820.00.

29. The claims for damages asserted by Plaintiffs are barred by the Statute of Frauds.

30. Upon Plaintiffs locking the gate, posting the property and denying Defendant access to remove and sell additional loads of logs, Defendant believes and therefore avers that the additional logs was taken either by the Plaintiffs or the independent contractor, Ron Lecorchick, and sold, for which the Defendant is entitled to set-off any and all amounts received, and is excused from his obligation under the Articles of Agreement dated September 1, 2005.

31. Because of Plaintiffs' denial of access to Defendant to the subject property, the Defendant was denied the ability and unable to perform any reclamation work, therefore Defendant is excused from and Plaintiffs waived entitlement to any alleged damages resulting from road and surface restoration work performed at the expense of Plaintiffs.

32. Essentially, the Defendant was denied any ability to perform and cure any alleged road and surface damage, to the extent it occurred, therefore, Plaintiffs released Defendant from any liability for such alleged damage.

33. Plaintiffs in their conduct of locking the access gate, posting the property and denying Defendant access to the additional sale of logs, without properly securing and protecting the additional truckloads of logs cut and skidded to be hauled and sold, failed to mitigate their damages, and Defendant as a result should not be held liable for any of the Plaintiffs' alleged damages.

34. Alternatively, the alleged damages of Plaintiffs, including those relating to road and surface restoration and bridge damage, are the liability and responsibility of Defendant's independent contractor, Ron Lecorchick, and not the liability and responsibility of Defendant.

III. COUNTERCLAIM

AND NOW, comes the Defendant by way of further response and files the following Counterclaim.

35. On or about September 1, 2005, the Defendant and Plaintiffs entered into an Agreement entitled "Articles of Agreement", which authorized the Defendant to cut all timber at least fourteen inches (14") in diameter from the Plaintiffs' property and to pay the Plaintiffs sixty percent (60%) for all timber cut, removed and sold by Defendant.

36. The Agreement between the parties obligated the Plaintiffs to permit the Defendant necessary access in and out of the land for the purpose of cutting, harvesting and removing the

timber, so that the Defendant could sell the timber and pay the Plaintiffs sixty percent (60%) of the sale price.

37. After the independent contractor of the Defendant, Ron Lecorchick, had cut sufficient logs for the first sale, the Defendant hauled the logs to Brookville Wood Product Hardwoods, Inc. and was paid \$12,000.00 for the logs.

38. Pursuant to the terms of the Agreement between the parties, the Defendant paid the Plaintiff sixty percent (60%) of the \$12,000.00 or \$7,200.00.

39. Thereafter, the independent contractor of the Defendant, Ron Lecorchick, cut additional logs sufficient to comprise a second sale in November of 2005.

40. When Defendant drove his log truck to the Plaintiffs' property, he discovered that the access gate was locked, the property was posted and he was unable to gain access to the property to be able to remove and sell the timber that had been cut for removal and sale according to the Agreement between the parties.

41. As a result, the Defendant immediately attempted to communicate by telephone with the Plaintiffs, but the Plaintiffs did not respond to the attempts by Defendant.

42. As a result, the Defendant then drove to the residence and business of the Plaintiffs in an attempt to personally talk with the Plaintiffs, but was unable to do so because the Plaintiffs could not be found by the Defendant.

43. Defendant was thereby denied the ability to remove and sell the logs by the conduct of the Plaintiffs in breach of the Agreement between the parties, which obligated the Plaintiffs to provide Defendant the necessary access in and out of the subject property for the purpose of removing and selling the logs which were the subject of the Agreement between the parties.

44. Thereafter, the Defendant attempted numerous times to telephone and in writing contact the Plaintiffs to gain access pursuant to the terms of the Agreement, but the Plaintiffs failed to communicate with the Defendant.

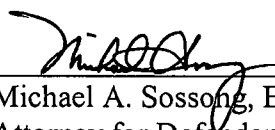
45. The conduct of the Plaintiffs was in breach of the Agreement between the parties dated September 1, 2005, thereby directly and proximately resulting in the Defendant incurring damages consisting of having to pay the cutter and skidder to haul four (4) loads of logs at \$420.00 or \$105.00 per load, and depriving the Defendant of profit for his services of forty percent (40%) of four (4) loads of logs valued at approximately \$1,500.00 per load for a total of \$6,000.00.

46. As a direct and proximate result of the Plaintiffs' breach of the Agreement, the Defendant has suffered damages totaling \$2,820.00 for which he asserts the Plaintiffs' are liable.

WHEREFORE, the Defendant respectfully requests judgment be entered against the Plaintiffs on this Counterclaim for the sum of \$2,820.00, plus interest and costs of suit.

Respectfully submitted,

Dated: June 20, 2008

By: 
Michael A. Sosson, Esquire
Attorney for Defendant,
Glenn A. Beck, t/d/b/a
Woodland Timber
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348
Tele. No.: (814) 472-7160
Supreme Court I.D. No.: 43957

VERIFICATION

I, GLENN A. BECK, verify that the statements made in the foregoing ANSWER, NEW MATTER AND COUNTERCLAIM TO AMENDED 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.

Dated: June 20, 2008



GLENN A. BECK

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs,

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

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

* NO. 07-2061-CD
*

* CIVIL ACTION - LAW
*
*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing ANSWER, NEW MATTER
AND COUNTERCLAIM TO AMENDED COMPLAINT was served via first class United
States Mail, postage prepaid, certified, return receipt requested on the 20th day of June,
2008, as follows:

Albert Daisley, a/k/a Albert Daisley, Jr.
and Todd R. Daisley
c/o Eric E. Cummings, Esquire
Law Offices of Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Dated: June 20, 2008



Michael A. Sossong, Attorney for
Defendant, Glenn A. Beck,
t/d/b/a Woodland Timber

IN THE COURT OF COMMON PLEAS
OF
CLEARFIELD COUNTY, PENNSYLVANIA

ALBERT DAISLEY, A/K/A ALBERT
DAISLEY, JR. AND TODD R. DAISLEY,

Plaintiffs

vs.

GLENN A. BECK AND GLENN A. BECK,
T/D/B/A WOODLAND TIMBER,

Defendant

ANSWER, NEW MATTER AND
COUNTERCLAIM TO AMENDED COMPLAINT

MICHAEL A. SOSONG
ATTORNEY AT LAW
3133 NEW GERMANY ROAD
SUITE 59 - MINI MALL
EBENSBURG, PENNSYLVANIA 15931-4348

FILED

JUN 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

ALBERT DAISLEY, a/k/a ALBERT
DAISLEY, JR., and TODD R.
DAISLEY,
Plaintiffs

v.

GLENN A. BECK and GLENN A.
BECK, t/d/b/a WOODLAND TIMBER,
Defendant

Docket No. 07-2061-cd

Type of Pleading:
PLAINTIFFS' REPLY TO
DEFENDANT'S NEW MATTER AND
PLAINTIFFS' ANSWER TO
DEFENDANT'S COUNTERCLAIM TO
PLAINTIFFS' AMENDED COMPLAINT

Filed on behalf of
PLAINTIFFS: Albert Daisley,
a/k/a Albert Daisley, Jr., and
Todd R. Daisley

Counsel of record for
this party:

DWIGHT L. KOERBER, JR., ESQUIRE
PA I.D. 16332

ERIC E. CUMMINGS, ESQUIRE
PA I.D. No. 206194

LAW OFFICES OF DWIGHT L.
KOERBER, JR.
110 North Second Street
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William A. Shaw
Prothonotary/Clerk of Courts

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

ALBERT DAISLEY, a/k/a ALBERT
DAISLEY, JR., and TODD R.
DAISLEY,
Plaintiffs

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*
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v.

Docket No. 07-2061-cd

GLENN A. BECK and GLENN A.
BECK, t/d/b/a WOODLAND TIMBER,
Defendant

**PLAINTIFFS REPLY TO DEFENDANT'S NEW MATTER AND PLAINTIFFS ANSWER
TO DEFENDANT'S COUNTERCLAIM TO PLAINTIFFS' AMENDED COMPLAINT**

AND NOW COMES the Plaintiffs, Albert Daisley, a/k/a Albert Daisley, Jr. and Todd R. Daisley, by and through their legal counsel, The Law Offices of Dwight L. Koerber, Jr., and file the within Reply to Defendant's New Matter and Answer to Defendant's Counterclaim, respectfully averring as follows:

I. REPLY TO NEW MATTER

(20) No response required.

(21) Denied. To the contrary, Defendant locked the gate on the access road, removed his skid, posted the property and failed, at any time, other than once, to attempt to contact Plaintiffs in-person, by telephone communication and in writing. Indeed, the averments of Defendant are denied and strict proof is demanded at the time of trial.

(22) Denied, legal conclusion. To that extend that an explanation is required, the averments are denied and strict proof is demanded at the time of trial.

(23) Denied. To the contrary, Defendant breached the Agreement dated September 1, 2005 between the parties by removing all hardwood timber, by damaging the bridge and by only making one (1) payment to the Plaintiff, thereby transporting and maintaining said remaining timber at an undisclosed location. The averments are denied and strict proof is demanded at the time of trial.

(24) Denied. See answer to Paragraph 21, which is incorporated herein by reference. The averments are denied and strict proof is demanded at the time of trial.

(25) Denied. To the contrary, Defendant agreed to, at a minimum, pay Plaintiffs \$17,500.00. Additionally, it is denied that Defendant only hauled logs and sold logs comprising the first sale. To the contrary, it is believed and averred that Defendant hauled and sold logs which were not included in the first sale and payment to Plaintiffs. The averments are denied and strict proof is demanded at the time of trial.

(26) Denied. See answer in Paragraph 21, which is incorporated herein by reference. All averments are denied and strict proof is demanded at the time of trial.

(27) Denied. Defendant himself, as described in Paragraph 17 of Plaintiffs' Amended Complaint, proposed and admitted liability and agreed to pay Plaintiffs per an arranged installment schedule. Following this admission, Defendant acted in an arbitrary, vexatious and bad faith manner by subsequently filing for appeal and rebuking his own proposal. This action of bad faith is the sole reason Plaintiffs have incurred unnecessary legal fees and costs which are all directly attributed to the actions of Defendant.

(28) Denied. As it relates to allegations that Plaintiffs denied Defendant access to said property, see answer to Paragraph 21, which is incorporated herein by reference. As it relates to Defendant's attempt to contact Plaintiffs, Defendant attempted one (1) telephone call in which Plaintiffs promptly responded and immediately cut the lock which Defendant had himself placed on the property. All averments are denied and strict proof is demanded at the time of trial.

(29) Denied, legal conclusion. No answer required.

(30) Denied. See answers in Paragraphs 21 and 28, which are incorporated herein by reference. All averments are denied and strict proof is demanded at the time of trial.

(31) Denied. See answers in Paragraphs 21 and 28, which are incorporated herein by reference. Additionally, as it relates to "waived entitlement", said portion is a legal conclusion in which no response is required. All averments are denied and strict proof is demanded at the time of trial.

(32) Denied in part and admitted in part. It is admitted that Defendant was required to cure any road and surface damage which he created. However, it is denied that Plaintiffs restricted Defendant's ability to perform and cure as he was required to. See answers in Paragraphs 21 and 28, which are incorporated herein by reference. Further, in reference to the allegation that "Plaintiffs released Defendant from any liability", no response is warranted as it calls for legal conclusion. Strict proof is demanded at the time of trial pertaining to those averments of Defendant which Plaintiffs deny.

(33) Denied. As it relates to restricting Defendant's access to said property, see answers in Paragraph 21 and 28, which are incorporated herein by reference. As it relates to

mitigation of damages and liability, no response is required as these call for legal conclusions. All averments are denied and strict proof is demanded at the time of trial.

(34) Denied, legal conclusion. No answer required. To the extent that response is required, the averments are denied and strict proof is demanded at the time of trial.

II. REPLY TO COUNTERCLAIM

(35) Admitted in part and denied in part. It is admitted insofar that Plaintiffs and Defendant entered into an Agreement authorizing the Defendant to cut all timber at least fourteen (14") inches in diameter from Plaintiffs property and more if the Sixty (60%) Percent formula required Defendant to do so. It is denied that the "Articles of Agreement" encompassed the entire Agreement between the parties. See Paragraph 6 of Amended Complaint, in which the full terms of the contract are set forth and are incorporated herein by reference.

(36) Admitted in part and denied in part. It is admitted that the Plaintiffs were to permit the Defendant necessary access in and out of the land for the purpose of cutting, harvesting and removing the timber, and any inference that they did not is denied. It is denied that the Defendant was only obligated to pay Plaintiffs sixty (60%) percent of the sale

price, when in fact, Defendant was to pay \$17,500.00 as a minimum for the removal of timber and more if the Sixty (60%) Percent formula required Defendant to do so.

(37) Admitted in part and denied in part. It is admitted that Ronald Lecorchick, Independent Contractor of the Defendant, cut the logs relating to the first sale and that the amount received by Defendant from the first sale was \$12,000.00. Any suggestion that this was the sole extent of the sale of timber by Defendant is denied.

(38) Admitted in part and denied in part. It is admitted that for the first sale Plaintiffs received \$7,200.00. However, it is denied that the "Agreement" between the parties was completely reflected in the Articles of Agreement. See Paragraph 6 of the Amended Complaint.

(39) Denied. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form of belief as to the truth of this averment. Strict proof is demanded at the time of trial.

(40) Denied. To the contrary, Defendant himself blocked the access gate, posted on the property himself, restricted his access to the property and thereby artificially limited his ability to remove and sell any alleged timber which was left.

(41) Denied. To the contrary, Defendant attempted only one (1) time to contact Plaintiffs about access into said property. Plaintiffs, without being aware of what actions the Defendant had taken, properly responded and cut Defendant's lock out of the way of said access area. Thereafter, Defendant did not contact Plaintiffs in any fashion whatsoever.

(42) Denied. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form of belief as to the truth of this averment. Strict proof is demanded at the time of trial.

(43) Denied. See answers in Paragraphs 40-42, which are incorporated herein by reference.

(44) Denied. This averment is denied and strict proof is demanded at the time of trial.

(45) Denied, legal conclusion. To the extent that facts are alleged, they are denied and strict proof is required at trial. Furthermore, see answers to Paragraphs 21, 28, 35 and 40-42, which are incorporated herein by reference.

(46) Denied. Defendant himself breached the Agreement and is not entitled to even claim damages.

WHEREFORE, Plaintiffs respectfully request that Defendant's Counterclaim for damages, plus interest and cost of suit be denied, and that judgment be entered in favor of Plaintiffs.

Respectfully submitted,

THE LAW OFFICES OF DWIGHT L.
KOERBER, JR.

By: 

Eric E. Cummings, Esquire
Attorney for Plaintiffs:
Albert Daisley, a/k/a Albert
Daisley Jr., and Todd R.
Daisley

VERIFICATION

I verify the statements made in the foregoing document is true and correct.

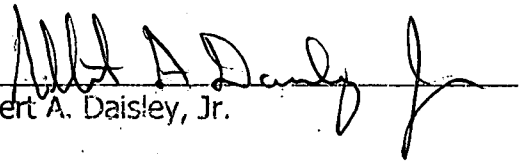
I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.

§4904 relating to unsworn falsifications to authorities.

Date

6.25.08

Albert A. Daisley, Jr.

A handwritten signature in cursive script, appearing to read "Al A Daisley Jr", written over a horizontal line.

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

ALBERT DAISLEY, a/k/a ALBERT
DAISLEY, JR. and TODD R.
DAISLEY,
Plaintiffs

v.

GLENN A. BECK and GLENN A.
BECK, t/d/b/a WOODLAND TIMBER,
Defendant

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Docket No. 07-2061-CD

CERTIFICATE OF SERVICE

This is to certify that on the 16th day of July, 2008,
the undersigned served a certified copy of Plaintiffs Reply to
Defendant's New Matter and Plaintiffs Answer to Defendant's
Counterclaim to Amended Complaint in the above-captioned matter
upon Counsel for Defendant. Such documents were served via
United States First Class Mail upon the following:

Michael A. Sossong, Esquire
3133 New Germany Road
Suite 59, Mini Mall
Ebensburg, PA 15931-4348



Eric E. Cummings, Esquire
PA I.D. No. 206194
Attorney for Plaintiffs: Albert
Daisley a/k/a Albert Daisley, Jr.
and Todd R. Daisley

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

ALBERT DAISLEY, a/k/a ALBERT
DAISLEY, JR., and TODD R.
DAISLEY,
Plaintiffs

v.

GLENN A. BECK and GLENN A.
BECK, t/d/b/a WOODLAND TIMBER,
Defendant

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FILED

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William A. Shaw
Prothonotary/Clerk of Courts

Docket No. 07-2061-CD

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Atty

Type of Pleading:
JOINT PRAECIPE FOR
DISCONTINUATION

Filed on Behalf of Plaintiffs:
PLAINTIFFS: Albert Daisley,
a/k/a Albert Daisley, Jr., and
Todd R. Daisley

Counsel of record for
this party:

DWIGHT L. KOERBER, JR., ESQUIRE
PA I.D. 16332

ERIC E. CUMMINGS, ESQUIRE
PA I.D. No. 206194

LAW OFFICES OF DWIGHT L.
KOERBER, JR.
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

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

ALBERT DAISLEY, a/k/a ALBERT
DAISLEY, JR., and TODD R.
DAISLEY,
Plaintiffs

v.

GLENN A. BECK and GLENN A.
BECK, t/d/b/a WOODLAND TIMBER,
Defendant

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Docket No. 07-2061-CD

JOINT PRAECIPE FOR DISCONTINUATION

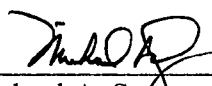
TO THE PROTHONOTARY:

Upon the agreement of the above-named parties, and following the settlement of all claims, counsel for both parties would request that you kindly discontinue the above-mentioned docket number in its entirety as it relates to both the initial Complaint and any New Matter and Counterclaims, raised therein.

Respectfully submitted,



Eric E. Cummings, Esquire
Attorney for Plaintiffs: Albert Daisley
a/k/a Albert Daisley Jr., and Todd R.
Daisley



Michael A. Sossong, Esquire
Attorney for Defendant: Glenn A. Beck and
Glenn A. Beck, t/d/b/a Woodland Timber

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

CIVIL DIVISION

**Albert Daisley
Todd R. Daisley**

Vs.

No. 2007-02061-CD

**Glen A. Beck
Woodland Timber**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 11, 2009, marked:

Joint Praecept for Discontinuation

Record costs in the sum of \$85.00 have been paid in full by Woodland Timber.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 11th day of March A.D. 2009.

William A. Shaw, Prothonotary