

08-884-CD

Jim Fleegeer vs Angel Bruce et al

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46TH
Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-884-CD

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 Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Angel 3 Ken Bruce		MAG. DIST. NO. 46-3-02	NAME OF MDJ Richard A Ireland	
ADDRESS OF APPELLANT 1800 6th St. ext PO Box 336 Coramipien Pa 16838		CITY	STATE	ZIP CODE
DATE OF JUDGMENT 4-10-08	IN THE CASE OF (Plaintiff) Jim Fleege		(Defendant) Angel 3 Ken Bruce	
DOCKET No. LT 137-08		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Ken Bruce</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 Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6)) in action

before a Magisterial District Judge, A COMPLAINT MUST BE FILED within

(20) days after filing the NOTICE of APPEAL.

FILED

twenty

9/3:45am

MAY 12 2008

PO 295.00
Copies to
MDT Erekina
PICK
Adopt
(mailed 5/12/08)

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

William A. Shaw
Prothonotary/Clerk of Courts

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 Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon Jim Fleege appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2008-884-CD) within twenty (20) days after service of rule or entry of judgment of non pros.

Ken Bruce
Signature of appellant or attorney or agent

RULE: To Jim Fleege appellee(s)

Name of appellee(s)

OWNER

(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 JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

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

Date May 12, 2008

William A. Shaw
Signature of Prothonotary or Deputy

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

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the Magisterial District Judge 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 official before whom affidavit was made

Signature of affiant

Title of official

My commission expires on _____, 20____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**
MDJ Name: Hon. **RICHARD A. IRELAND**
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA
Telephone: **(814) 765-5335 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF: **FLEEGER, JIM**
810C GLENWOOD DRIVE
EPHRATA, PA 17522

VS.
DEFENDANT: **BRUCE, ANGEL, ET AL.**
265 MCNAUL STREET
CURWENSVILLE, PA 16833

KEN BRUCE
265 MCNAUL STREET
CURWENSVILLE, PA 16833

Docket No.: **LT-0000137-08**
Date Filed: **3/28/08**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

- ☒ Judgment was entered for: (Name) **FLEEGER, JIM**
☒ Judgment was entered against **BRUCE, KEN** in a
Landlord/Tenant action in the amount of \$ **1,902.32** on **4/10/08** (Date of Judgment)
The amount of rent per month, as established by the Magisterial District Judge, is \$ **585.00**.
The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by MDJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$.00	\$.00	=	\$.00
Physical Damages Leasehold Property	\$ 1,762.66	\$.00	=	\$ 1,762.66
Damages/Unjust Detention	\$.00	\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				\$.00
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$ 1,762.66
Judgment Costs				\$ 139.66
Attorney Fees				\$.00
Total Judgment				\$ 1,902.32
Post Judgment Credits				\$
Post Judgment Costs				\$
Certified Judgment Total				\$

- ☐ Attachment Prohibited/
42 Pa.C.S. § 8127
☐ This case dismissed without prejudice.
☒ Possession granted.
☐ Possession granted if money judgment is not satisfied by time of eviction.
☐ Possession not granted.

☐ Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

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APR 10 2008

Date Richard Ireland, 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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**
MDJ Name: Hon. **RICHARD A. IRELAND**
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA
Telephone: **(814) 765-5335** **16830**

KEN BRUCE
265 MCNAUL STREET
CURWENSVILLE, PA 16833

NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE

PLAINTIFF: NAME and ADDRESS

FLEEGER, JIM
810C GLENWOOD DRIVE
EPHRATA, PA 17522

VS.

DEFENDANT: NAME and ADDRESS

BRUCE, ANGEL, ET AL.
265 MCNAUL STREET
CURWENSVILLE, PA 16833

Docket No.: **LT-0000137-08**
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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**
MDJ Name: Hon. **RICHARD A. IRELAND**
Address: **650 LEONARD ST**
STE 113
CLEARFIELD, PA
Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830

NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE

PLAINTIFF: **FLEEGER, JIM**
810C GLENWOOD DRIVE
EPHRATA, PA 17522 **2008-884-C0**

VS.
DEFENDANT: **BRUCE, ANGEL, ET AL.**
265 MCNAUL STREET
CURWENSVILLE, PA 16833

Docket No.: **LT-0000137-08**
Date Filed: **3/28/08**

FILED

MAY 16 2008



THIS IS TO NOTIFY YOU THAT:

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APR 10 2008

Date

Richard Ireland

, Magisterial District Judge

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

MAY 14 2008

Date

Richard Ireland

, Magisterial District Judge

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

AOPC 315A-06

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

MDJ Name: Hon.

RICHARD A. IRELAND

Address: **650 LEONARD ST
STE 113**

CLEARFIELD, PA

Telephone: **(814) 765-5335 16830**

**RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF:

NAME and ADDRESS

**FLEEEGER, JIM
810C GLENWOOD DRIVE
EPHRATA, PA 17522**

2008-884-10

VS.

DEFENDANT:

NAME and ADDRESS

**BRUCE, ANGEL, ET AL.
265 MCNAUL STREET
CURWENSVILLE, PA 16833**

FILED

MAY 16 2008

Docket No.: **LT-0000137-08**

Date Filed: **3/28/08**

Prothonotary

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APR 10 2008 Date

Richard A. Ireland

, Magisterial District Judge

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

MAY 14 2008 Date

Richard A. Ireland

, Magisterial District Judge

complaint cover sheet

FILED

MAY 28 2008

0/8:30/11

William A. Shaw
Prothonotary/Clerk of Courts

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

2 cent to
Plaintiff

(610)

James Fleeger
Plaintiff/Appellant

VS.

District Justice Appeal
CASE NO. 2008-884-CD

Angel & Ken Bruel
Defendant/Appellee

Type of Pleading:
COMPLAINT

Filed on Behalf of
PLAINTIFF

Plaintiff's address:

810 C Glenwood Dr.
Ephrata, Pennsylvania 17522
(717) 733-3208
(717) 405-0609

COMPLAINT - NOTICE TO DEFEND

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

James Fleeger
Plaintiff/Appellant

VS.

District Justice Appeal
CASE NO. 2008-884-CD

Angel & Ken Bruce
Defendant/Appellee

Type of Pleading:
COMPLAINT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641, extension 1300

COMPLAINT

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

James Fleegeer
Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-884-CD

VS.

Angel & Ken Bruce
Defendant/Appellee

Type of Pleading:
COMPLAINT

COMPLAINT

NOW, comes the **Plaintiff**, James Fleegeer who hereby avers as follows:

1. James Fleegeer is an adult individual whose address is 810 C Glenwood Drive, Ephrata, Pennsylvania 17522.
2. Defendants are Angel and Ken Bruce, adult individuals, whose address was 265 McNaul Street, Curwensville, Pennsylvania 16833.
3. On or about the first of December the plaintiff, James Fleegeer was notified that the defendants, Angel and Ken Bruce were planning to vacate the residence at 265 McNaul Street, Curwensville, Pennsylvania 16833.
4. The defendants, Angel and Ken Bruce vacated the residence without paying the following rent and utility bills:
 - A. December rent \$500.00
 - B. Late fee on rent \$ 25.00

C. tax part of rent pmt.	\$ 60.00
D. Water	\$ 76.81
E. Sewage	<u>\$187.50</u>
TOTAL	\$849.31

5. The defendants, Angel and Ken Bruce, either sold or gave away the following personal property without the plaintiffs knowledge:

A. Oven/Stove	\$ 250.00
B. Refrigerator	\$ 250.00
C. Clothes dryer	\$ 50.00
D. New heating stove	<u>\$ 500.00</u>
TOTAL	\$1,050.00

6. The defendants, Angel and Ken Bruce, damaged the residence at 265 McNaul Street, Curwensville, Pennsylvania 16833. The repairs and clean up is estimated at \$1,000.00.

A. Upstairs:

1. Stains on carpet in bedroom and hallway.
2. Wallpaper ripped off in two bedrooms.
3. Hole in bathroom wall beside the tub.
4. Toilet seat broken.

B. Downstairs:

1. Hole in hallway ceiling.
2. Living room carpet stained.
3. Walls stained and smell from unauthorized smoking inside the house.

C. Basement:

1. Toilet broken apart.
2. Trash, clothes, and other items scattered throughout the basement.

D. Outside:

1. Trash on patio.
2. Trash scattered over lawn area.

7. The plaintiff is asking monies for filing costs, lost wages, and transportation to and from Clearfield, Pennsylvania in order to file reports.

A. Four days wages at \$12.07/hr.	\$ 384.14
B. Transportation costs	\$ 400.00
C. Filing costs	<u>\$ 379.66</u>
TOTAL	\$1,163.80

8. WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$4,062.61, plus interest, court costs, and such other reasonable costs as the court may allow.

James Heeger
Plaintiff

COMPLAINT - VERIFICATION

VERIFICATION

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

James Filieger

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

James Fleeger
Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-884-CP

Angel & Ken Bruce
Defendant/Appellee

CERTIFICATE OF SERVICE

I, James Fleeger, Plaintiff above named, do hereby certify that on the 28th day of May, 2008, I caused a certified copy of the Complaint to be mailed, first class - postage prepaid, to the Defendant at their address as follows:

Angel and Ken Bruce
265 McNaul St.
Curwensville, PA 16833

James Fleeger

Answer cover sheet

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

James Fleeger
Plaintiff/Appellant

Angel & Ken Bruce
Defendant/Appellee

District Justice Appeal
Case NO. 2008-884-CD

Type of Pleading:
ANSWER

Filed on behalf of
DEFENDANT

Defendants Address:

P.O. Box 336
1800 6th St. ext.
Grampian, Pennsylvania 16838
(814) 236-8748

FILED *icc doft*
01/11/15um
JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

James Fleegeer
Plaintiff/Appellee

District Justice Appeal

vs.

Case No. 2008-884-CD

Angel & Ken Bruce
Defendant/Appellant

Type of Pleading
Answer

ANSWER

Paragraph 1 is **admitted**

Paragraph 2 is **admitted**

Paragraph 3 is **admitted**

Paragraph 4 is **admitted in part and denied in part.**

A. December rent Admitted in part and Denied in part

When we moved in we paid \$500.00 for the month of July but could not move in until July 15th as Mr. Fleegeer was still staying at and moving some of his belongings out of the residence. Therefore half of Decembers rent is already paid. Amount still owed is \$250.00

B. Late fee on rent Admitted

C. Tax part of rent pmt. Admitted in part and denied in part

Tax portion of rent was only \$50.00 monthly when I were living at 265 McNaul St. instead of \$60.00 which Mr. Fleegeer stated. Still owe \$50.00

D. Water Denied

Last water bill was 54.11 instead of the \$76.81 which Mr. Fleegeer states and it is already paid.

E. Sewage Denied

Last sewage bill was \$157.50 instead of the 187.50 which Mr. Fleegeer states and I have already paid a portion of that bill in the amount of \$57.50. I am making pmts when possible and was informed by the sewage company that this was fine. Amount still owed is 100.00. Bringing the total here that is still owed to Mr. Fleegeer to \$325.00 instead of the \$849.31 which he stated.

Paragraph 5 is **admitted in part and denied in part**

A. Oven/Stove Admitted in part and Denied in part

I did have the oven removed . Mr. Fleeger stated to me that it was no good and he would remove it, so after a full year of not doing so, I took it upon myself to have it disposed of.

B. Refrigerator Admitted in part and Denied in part

I did have the refrigerator removed . Mr. Fleeger stated to me that it was no good and he would remove it, so after a full year of not doing so, I took it upon myself to have it disposed of.

C. Cloths Dryer \$50.00 Denied

Before I moved out of the house the dryer quit working and I bought a new one on my own never billing Mr. Fleeger. Mr. Fleeger stated that he didn't think the dryer was going to last much longer. I bought a dryer from an auction for \$5.00, so repairing the other for even \$50.00 seemed stupid as it states in my lease that I was responsible for all the repairs. Since I was doing rent to own and there was nothing in my lease about any appliances or furniture and I bought the dryer without billing Mr. Fleeger I took it with me when I left the property.

D. New heating stove or Pot Belly Stove Denied

Mr. Fleeger has stated several times about a Heating stove or as he called it before a pot belly stove and I have informed him that I know nothing of a pot belly stove or heating stove ever having been there. It was not there when I moved in.

Paragraph 6 is **admitted in part and denied in part**

A. Upstairs

1. Stains on the carpet in the bedroom and the hallway Denied

Carpets were already stained when we moved in and had not been scrubbed for us to move in. However there were new stains on the carpet from my then four year old daughter vomiting on it and I did scrub those stains out a second time.

2. Wallpaper ripped off in two bedrooms Denied

The wallpaper was already ripped off when we moved in . In fact Mr. Fleeger stated to me that his grandchild ripped the wallpaper off.

3. Hole in the bathroom wall beside the tub Admitted

There was a hole in the bathroom wall beside the bathtub. I left all the materials there to fix it however I did not have the time or the manpower due to the lack of time in which I was trying to vacate the property. Mr. Fleeger did not have to buy much if any materials to fix anything in the house that was damaged during my living there.

4. Toilet seat broken Admitted

My children did break the toilet seat however I left a brand new toilet seat there still in the package when I moved.

B. Downstairs

1. Hole in the hallway ceiling Denied

There was no hole in the hallway ceiling when I was finished moving however part of the skim coat had cracked and fallen which was already happening when I moved in.

2. Living room carpet stained Denied

The carpet was already stained when I moved in as Mr. Fleeger did not scrub it for me however I was planning to scrub the carpets anyways but I ran out of time as Mr. Fleeger was coming to shut off the water and blow the water out of the system and I had to wait for help doing it as I was not allowed to do it myself because of my medical condition.

3. Walls stained and smell from unauthorized smoking inside the house Denied

I scrubbed all the walls before moving. There was never any verbal or written agreement on smoking.

C. Basement

1. Toilet broken apart Denied

I am not responsible for the broken toilet as the sewage company smashed the toilet because the pipes were clogging up due to roots growing through the pipes. They tried to remove the toilet but were unable to do so. Neither I nor my husband smashed the toilet.

2. Trash, clothes, and other items scattered throughout the Basement Denied

I left nothing scattered throughout the basement however Mr. Fleeger still had many things (such as boxes of clothes, books, canning jars, camping items, bicycles, Holiday decorations, etc.) throughout the basement.

D. Outside

1. Trash on patio Admitted

Most of the items on the patio were not trash but our belongings and were left due to lack of time and help.

2. Trash scattered over lawn area Denied

I did clean the lawn however I do not feel I should be held responsible for animals scattering the trash throughout the yard which was always a problem at that residence and there was snow on the ground when I moved.

Paragraph 7 is **denied**

The plaintiff is asking monies for filing costs, lost wages, and transportation to and from Clearfield, Pennsylvania in order to file reports. Denied

The plaintiff is asking monies for filing costs, lost wages, and transportation to and from Clearfield, Pennsylvania in order to file false reports.

A. Four days wages at \$12.07/hr. \$384.14 Denied

Mr. Fleeger would not have lost any wages whatsoever had he not been so hasty as to have me out of the house, knowing I was unable to do anything, and not wanting to wait for me to have the help I required to have the residence cleaned satisfactorily to his standards.

B. Transportation costs \$400.00 Denied

I do not feel I am responsible for his transportation expenses. Mr. Fleeger was in this area often to visit family and friends while I was living in the house therefore I feel it unnecessary to pay for his transportation to the area as he did it regularly anyways.

C. Filing costs \$379.66 Denied

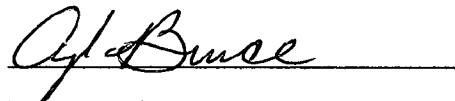
I feel I am not responsible for paying Mr. Fleeger to file false or inaccurate reports against or about me.

Total \$1,163.80 Denied

Paragraph 8 is denied

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$4,062.61, plus interest, court costs, and such other reasonable costs as the court may allow.

I pray the court adjust the settlement to a reasonable amount which is due Mr. Fleeger for the half months rent, taxes, late fee, and the few minor repairs that he had to make.



Defendant

NEW MATTER

9. My husband Kenny was never on the lease or any of the utilities. When I moved into the house we were only dating. If we had separated I would be the person responsible for the house therefore I feel he should have never been a part of the proceedings. It was my home before we were married.

10. Mr. Fleeger has changed the dollar amounts of many things from the time of my leaving the residence to present.

A. Rent and taxes

1. Upon my leaving the home were \$500.00 for rent
\$50.00 for taxes
2. On the first complaint were \$585.00 for both

B. Amount of money asking for from me

1. Upon my leaving the house \$1,750.00 for
Heating stove, oven, refrigerator, 1 full months rent
2. In a letter I received \$2,625.00 for
Oven, refrigerator, heating stove, old dryer, damages and
cleaning, December rent and taxes.
3. On first legal complaint \$1,762.66 for ???
Also amount changed on that from \$1,000.00 to \$1,762.66
4. Now on this complaint \$4,062.61

C. Amount of New Heating Stove (pot belly stove or round stove)

1. Upon my leaving the residence \$750.00
2. In a letter e left for us at the house \$600.00
3. In this complaint \$500.00

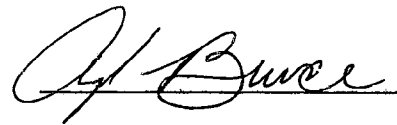
11. I fully intended to give Mr. Fleeger the money he is entitled to as soon as my husband or myself can get back to work and we told Mr. Fleeger we would contact him as soon as we were. My husband is off work due to knee complications. He had surgery in January. I myself am waiting for heart surgery. I was scheduled to have it in June 2007 but then we found out that I was having all the problems because I was pregnant. Then I was scheduled to have the surgery on June 12 of this year but they postponed it. We are currently living 10 people in a three bedroom trailer and my mother is supporting all of us on her 40 hr/ week \$7.50 /hr income.

12. We did everything we could to try and make the move as smooth and quick as possible for Mr. Fleeger as he was in a hurry to get the water shut off and the pipes drained of all the water.

13. We tried to do our best by Mr. Fleeger under the circumstances. We even continued to go to the house everyday 2-3 times while we were moving to fix the fire so the pipes wouldn't freeze until Mr. Fleeger was able to come shut off the water.

ANSWER - VERIFICATION

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "J. Bruce", written over a horizontal line.

VERIFICATION

I verify that the statements made in this Answer 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.

Date: 6-16-08

A handwritten signature in cursive script, appearing to read "J. Bruce", written over a horizontal line.

IN RE: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

FILED

JUN 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUL 24 2008

0/8:30/c
William A. Shaw
Prothonotary/Clerk of Courts
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REPLY TO NEW MATTER

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

James Fleeger
Plaintiff/Appellant

VS.

Angel & Ken Bruce
Defendant/Appellee

District Justice Appeal
CASE NO. 2008-884-CD

Type of Pleating:
Reply to New Matter

Filed in Behalf of
Plaintiff

Plaintiff's Address:

810 C Glenwood Drive
Ephrata, Pa 17522
(717) 733-3208
(717) 405-0609

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

James Fleeger
Plaintiff/Appellant

VS.

District Justice Appeal
CASE NO. 2008-884-CO

Angela Ken Bruce
Defendant/Appellee

Type of Pleating:
REPLY TO NEW MATTER

Reply to New Matter

Paragraph 1 of new matter is **admitted**

Paragraph 2 of new matter is **admitted**

Paragraph 3 of new matter is **admitted**

Paragraph 4 of new matter is **admitted in part and denied in part**

- A. December Rent –**admitted** You did move in mid-July.
You said that you needed to move in immediately.
Amount still owed is \$250.00.
- B. Late fee on rent-**admitted** Amount still owed is \$25.00.
- C. Tax part of rent-**admitted** I was paying the other \$10.00
when the rent was paid on time. Amount still owed is
\$50.00.
- D. Water bill-**admitted** I called the water company on
7/8/08 and they said that it was paid in full.
- E. Sewage bill-**admitted** I also called the sewage company
on 7/8/08 and they said that they dropped the late fee
because a payment of \$57.50 was made at the end of

May. They have not received any other payments as of 7/8/08. They said the statement that Mrs. Bruce made concerning making payments when possible was not fine. They need a payment now. Amount still owed is \$100.00.

Bringing the total still owed here of \$425.00 if sewage is not paid and \$325.00 if sewage is paid.

Paragraph 5 of new matter is **denied**

- A. Oven/stove-There was never a statement made that the oven/stove was no good. They worked perfectly. Mrs. Bruce was informed that she was to do nothing with the items in the basement. They were in storage under the porch until my daughter's place was repaired. She said that this would be fine since she needed to move in immediately. She also stated to me that she would pay my daughter \$250.00 for the oven/stove. Amount still owed is \$250.00.
- B. Refrigerator- The same statement was made about the refrigerator as with the oven/stove. Amount still owed is \$250.00.
- C. Clothes dryer- The dryer went with the house if you purchased it. You did not, therefore, the dryer needed to remain with the house. Amount still owed is \$50.00.
- D. New heating stove- This stove was in the area where the wood was stacked. The wood was stacked against the stove. I have seen it there several times when I was in the house. It was there when you moved in and it is not there now. Amount still owed is \$500.00. I dropped it from the original \$750.00 due to the fact that you were not working.

All the items in paragraph 5 were under verbal agreement with Mrs. Bruce that they were not to be removed. They were in storage

under the porch area until my daughter's place was ready.
Exception of the dryer.

Paragraph 6 of new matter is **admitted in part and denied in part**

A. Upstairs

1. Stains on the carpet in the bedroom and hallway-**denied**

The carpet in the hallway was just installed weeks before Mr. and Mrs. Bruce moved in. Vomit is not bluish in color and does clean up easily. The stains are still present. The bedroom carpet was dirty not stained as it is now. Whatever was used to clean the stains did not work, it just made them worse.

2. Wallpaper ripped off in two bedrooms-**admitted in part and denied in part**

The wallpaper in the black bedroom was ripped some, but not as it is now. The wallpaper in the tan room was new when the carpet was installed. It was not ripped anywhere.

3. Hole in bathroom wall beside the tub-**admitted in part and denied in part**

Mr. and Mrs. Bruce did leave a bucket of plaster for repairs, but some materials still needed to be purchased

4. Toilet seat broken-**admitted in part and denied in part**

There were two toilet seats broken, one downstairs and one upstairs. I only found one new toilet seat.

B. Downstairs

1. Hole in hallway ceiling-**denied**

There was no damage to the hallway ceiling when Mr. and Mrs. Bruce moved in. The damage was done when something hit the ceiling causing some of the plaster to come loose.

2. Living room carpet-**admitted in part and denied in part**

The carpet was dirty and needed to be cleaned, but

Mr. and Mrs. Bruce had to move in quickly and I did not get it cleaned, however there were no stains in the carpet.

3. Wall stained and smell from unauthorized smoking inside the house-**denied**

The walls were not scrubbed or even wiped down.

There was a verbal agreement that there was to be no smoking or pets inside the house at anytime. If this was done properly, why does it still smell.

C. Basement

1. Toilet broken apart- I have investigated the facts, but do not know if this part of paragraph 6 is true. Toilets are easy to remove.

2. Trash, clothes, and other items scattered through the basement-**admitted in part and denied in part**

The personal belongings I had in the basement are in boxes on shelves in the storage area. Nothing of mine was scattered around. There were clothes and toys scattered in the washing and shower area. I removed a truck load of trash from the basement that was not mine.

D. Outside

1. Trash on patio-**denied**

The stuff left on the patio was left overs from a yard sale and bags of trash. Mr. and Mrs. Bruce had the month of December to move, but waited until the last few weeks to move. They had time.

2. Trash scattered over the lawn area-**denied**

There was trash left in the fire box as well as kids toys and shoes left in the yard. I never had a problem with animals scattering trash through the yard. Animals were never a problem. I removed a truck load of trash from the patio and yard. Amount still owed for repairs and cleaning is \$1,000.00.

Paragraph 7 of new matter is-**denied**

False reports were never reported

A. Four days wages at \$12.07/hr. \$384.14-**denied**

Mr. and Mrs. Bruce notified me at the first of December that they would be leaving the residence, but they waited until the last few weeks to start moving. Amount still owed is \$384.14.

B. Transportation costs-\$400.00-**admitted in part and denied in part**

I do visit the area at times, but it is during the weekends. I work during the week and the court house is not open in Clearfield on weekends. Therefore, I had to come to Clearfield several times during the week to conduct business at the court house. Amount still owed is \$400.00

C. Filing costs-~~\$379.66~~-**denied** \$284.66 (added wrong)

I was informed by the District Magistrate that the defendants would be responsible for all filling and court costs. False and inaccurate reports were never filed against Mr. and Mrs. Bruce. Amount still owed is ~~\$379.66~~.

284.66

Paragraph 8 of new matter is-**denied**

Amount still owed is ~~\$3,638.80~~ minus \$100.00 if the sewage bill gets paid. 3,543.80

adjustment to paragraph 7-C

REPLY TO NEW MATTER

9. Denied

Mr. Bruce moved in with Mrs. Bruce before they were married. He had children as well therefore; both Mr. and Mrs. Bruce became responsible for the residence.

10. Denied

Much of the dollar amounts have changed due to some accounts being paid and late fees added to previous amounts.

A. Rent and taxes

Mrs. Bruce missed the late fee of \$25.00 and I paid the \$10.00 for taxes if the rent was paid on time.

B. Amount of money asking from Mr. and Mrs. Bruce has changed from the original amount that I was asking due to the fact of missing work, transportation, filing fees, court costs, late fees, unpaid utility bills, home repairs and cleaning, items missing from the residence, past due rent and taxes.

Amount still owed is ~~\$3,638.80~~ minus \$100.00 if the sewage bill is paid. 3,543.80

11. Denied

I have tried to reach Mr. and Mrs. Bruce several times, but with no success. I have not been contacted by them since they left the residence nor have I received any money from them since November of 2007.

12. Denied

Mr. and Mrs. Bruce had the month of December to move. Being that they waited until the last few weeks to move, they ran out of time. Being the winter months and being out of town, I had to get the water shut off and bleed out the system. I did all this on the last Saturday of December.

13. Admitted

Mr. and Mrs. Bruce did keep the fire going for about a week, of which I am thankful.

James Leeger
Plaintiff/Appellant

ANSWER TO NEW MATTER

VERIFICATION

I verify that the statements made in the answer to new matter 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.



Plaintiff/Appellant

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

James Fleeger
Plaintiff/Appellant

District Justice Appeal

vs.

CASE NO.
2008-884-CD

Angel + Ken Bruce
Defendant/Appellee

CERTIFICATE OF SERVICE

I, James Fleeger, Plaintiff above named, do hereby
certify that on the 24th day of July, 2008, I
caused a certified copy of the Reply to New Matter to be mailed,
first class-postage prepaid, to the Defendant(s) at their address as
follows:

Angel and Ken Bruce
P.O. Box 336
1800 6th St. ext.
Grampian, Pennsylvania 16838
(814) 236-8748

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Jim Fleeger
(Plaintiff)

810 C Glenwood DR
(Street Address)

Ephrata, Pa 17522
(City, State ZIP)

CIVIL ACTION

No. 2008-884-CD

Type of Case: Arbitration

Type of Pleading: _____

FILED

AUG 25 2008

William A. Shaw
Prothonotary/Clerk of Courts
No. 41

VS.

Filed on Behalf of:

Kent + Angel Bruce
(Defendant)
PO Box 336
1800 6th Street
(Street Address)

Jim Fleeger
(Plaintiff/Defendant)

Grampian, Pa 16838
(City, State ZIP)

Jim Fleeger
(Filed by)

810 C Glenwood Drive

Ephrata, Pa 17522
(Address)

717-733-3208

(Phone)

Jim Fleeger
(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Jim Fleeger

Case Number: 2008-884-CD

Defendant(s): Angel Bruce
Ken Bruce

To the Prothonotary:

Arbitration Limit: \$3,543.80

Type Trial Requested: Jury

 Non-Jury

 X Arbitration

Estimated Trial Time:

Jury Demand Filed By:

Date Jury Demand Filed:

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

(Signature)

(Date)

For the Plaintiff: Jim Fleeger 217-733-3208 Telephone Number

For the Defendant: Telephone Number

For Additional Defendant: Telephone Number

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

Name: <u>Angel Bruce</u>	Address: <u>Po Box 336, 1800 6th St.</u>	City/State/Zip: <u>Grampian, Pa 16838</u>
Name: <u>Ken Bruce</u>	Address: <u>Po Box 336, 1800 6th St.</u>	City/State/Zip: <u>Grampian, Pa 16838</u>
Name: <u>Jim Fleeger</u>	Address: <u>810C Glenwood DR.</u>	City/State/Zip: <u>Ephrata, Pa 17522</u>
Name: <u> </u>	Address: <u> </u>	City/State/Zip: <u> </u>
Name: <u> </u>	Address: <u> </u>	City/State/Zip: <u> </u>
Name: <u> </u>	Address: <u> </u>	City/State/Zip: <u> </u>

Date: 8/25/2008
Time: 02:12 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1925577
Page 1 of 1

Received of: Fleeger, Jim (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2008-00884-CD	Plaintiff: Jim Fleeger vs. Angel Bruce, e	Amount
Praecipe/List For Arbitration		20.00
Total:		20.00

Check: 792

Payment Method: Check
Amount Tendered:
Change Returned:
Clerk: BILLSHAW

20.00
0.00

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

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

JIM FLEEGER

vs.

ANGEL BRUCE AND KEN BRUCE

No. 08-884-CD

FILED

DEC 12 2008

0/11:30/ J
William A. Shaw
Prothonotary/Clerk of Courts
C/F/T C/A (60)

ORDER

AND NOW, this 12th day of December, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, January 13, 2009 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor; Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

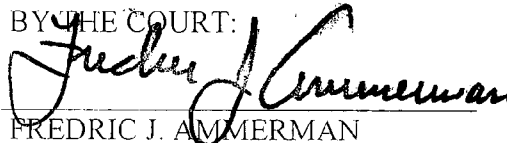
Joseph Colavecchi, Esquire, Chairman

Frederick M. Neiswender, Esquire

Linda Lewis, Esquire

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

BY THE COURT:



FREDRIC J. AMMERMAN

President Judge

Dec. 22, 2008

To whom it may concern,

On December 20, 2008, Angel and Ken Bruce settled, out of court the Arbitration Hearing, Case # 2008-884-CD with Jim Fleegeer.

Enclosed is a copy of the agreement and no further action will be taken against Angel and Ken Bruce.

Please close Case # 2008-884-CD.

Thank you for your co-operation -

Sincerely,
Jim Fleegeer

FILED

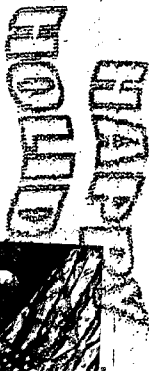
DEC 31 2008

William A. Shaw
Prothonotary/Clerk of Courts



James Fleeger
8100 Glenwood Dr.
Ephrata, PA 17522-9356

LANCASTER PA 176



Court Administrator's Office
Board of Arbitration
Clearfield County Courthouse
230 E. Market St.
Clearfield, Pa 16830-2448

230+2448

