

08-1004-CD

Vera Lingle vs Ralph Lingle et al

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

VERA J. LINGLE, Plaintiff :
vs. : NO. 2008 - *1004* - CD
: COMPLAINT
RALPH G. LINGLE and DENNIS C. :
LINGLE, Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

*pd*95.00 Atty*

FILED acc shft
0/10:40 AM acc Atty
JUN 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

VERA J. LINGLE, :
Plaintiff :
: NO. 2008 - - CD
vs. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

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 defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

VERA J. LINGLE, :
Plaintiff :
: NO. 2008 - - CD
vs. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

COMPLAINT

AND NOW, comes Plaintiff, Vera J. Lingle, by and through her attorneys, Belin, Kubista & Ryan, LLP, and files the following complaint in partition:

1. Plaintiff, Vera J. Lingle, is an individual residing at 1013 Antis Hill Road, Clearfield, Clearfield County, Pennsylvania 16830 ("Vera").

2. Defendant, Ralph G. Lingle is an adult individual residing at 1100 Martin Street Extension, Clearfield, Clearfield County, Pennsylvania 16830 ("Ralph"); and Defendant, Dennis C. Lingle, is an adult individual residing at 1221 Riverview Road, Clearfield, Clearfield County, Pennsylvania 16830 ("Dennis").

3. Plaintiff and Defendants are the owners of certain real estate in Girard Township, Clearfield County, Pennsylvania, as described below, and all the interests of the

parties in the property are held as tenants in common and are undivided.

4. Defendants Vera and Ralph acquired title to the property known as Linglewood Lodge by deed of Linglewood Lodge, Inc., dated September 17, 1998, and recorded in the Office of the Recorder of Deeds in Deeds and Records Book Vol. 1971, page 410, wherein said Linglewood Lodge, Inc., conveyed all that certain lot or piece of ground as situate in Girard Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a chestnut stump being the northwest corner of the land now or formerly of Hubert Leigey; thence South four (4°) degrees fifteen (15') minutes West one hundred fifty-two and five tenths (152.5) perches to line of Warrant No. 1927; thence West along said warrant line sixty-two and six tenths (62.6) perches to a stake and stone; thence North four (4°) degrees thirty (30') minutes East one hundred fifty-two and five tenths (152.5) perches to a stake on the line of land formerly owned by Peter Brown; thence East along the Peter Brown property sixty-one and seven-tenths (61.7) perches to a chestnut stump and place of beginning. Containing fifty-five (55) acres and one hundred forty-four (144) perches.

("the premises").

Defendant Dennis acquired his interest in the premises from Benson H. Lingle by deed dated April 11, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield

County as Instrument No. 200616854. That Vera conveyed the premises to herself and her children by a deed dated January 29, 2007, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200701335; that Vera and her children reconveyed the premises to Vera by a deed dated April 30, 2008, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200808134.

Said premises being held as tenants in common in the following proportions: one-third (1/3rd) to Vera; one-third (1/3rd) to Ralph; and one-third (1/3rd) Dennis.

5. No person other than the parties to this suit has any interest in the property, which is presently in the possession of Defendants Ralph and Dennis.

6. No partition or division of the property has ever been made, although Plaintiff has requested the Defendants to join with her in making one.

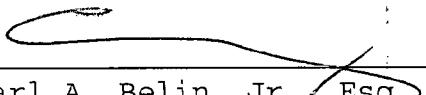
WHEREFORE, Plaintiff demands that:

- (a) the court decree partition of the real estate;
- (b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real

estate; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the court may direct;

(c) such other and further relief be granted as the court deems just and proper.

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Jr. Esq.
Attorney for Plaintiff

STATE OF ARIZONA : SS.
COUNTY OF *Maricopa* :

Before me the undersigned officer, personally appeared **VERA**
D. LINGLE, who being duly sworn according to law, deposes and
says that the facts set forth in the foregoing Complaint are
true and correct to the best of her knowledge, information and
belief.

Vera D. Lingle

Vera D. Lingle

Sworn and subscribed before me this 22nd day of
April, 2008.

R. Patel

Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1004-CD

VERA J. LINGLE

vs

RALPH G. LINGLE and DENNIS C. LINGLE
COMPLAINT

SERVE BY: 07/02/2008

HEARING:

PAGE: 104241

SERVICE # 1 OF 2

FILED

08:35 a.m. CR

JUN 11 2008

GR

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT: RALPH G. LINGLE
ADDRESS: 1100 MARTIN ST. EXT.
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6/10/08 AT 240 AM / PM SERVED THE WITHIN

COMPLAINT ON RALPH G. LINGLE, DEFENDANT

BY HANDING TO Ralph Lingle, self

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1100 Martin st. Ext. Cfd

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR RALPH G. LINGLE

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO RALPH G. LINGLE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter

Deputy Signature

S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-1004-CD

VERA J. LINGLE

vs

RALPH G. LINGLE and DENNIS C. LINGLE
COMPLAINT

SERVE BY: 07/02/2008

HEARING:

PAGE: 104241

SERVICE # 2 OF 2

DEFENDANT: DENNIS C. LINGLE
ADDRESS: 1221 RIVERVIEW ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

08:35am 08
JUN 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 6/10/08 AT 2:56 AM / PM SERVED THE WITHIN

COMPLAINT ON DENNIS C. LINGLE, DEFENDANT

BY HANDING TO Carol Lingle

Wife

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 1227 Rviewrd Clearfield

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR DENNIS C. LINGLE

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO DENNIS C. LINGLE

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter
Deputy Signature

S. Hunter

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104241
NO: 08-1004-CD
SERVICES 2
COMPLAINT

PLAINTIFF: VERA J. LINGLE
VS.
DEFENDANT: RALPH G. LINGLE and DENNIS C. LINGLE

SHERIFF RETURN

RETURN COSTS

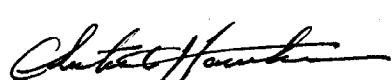
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BELIN	25000	20.00
SHERIFF HAWKINS	BELIN	25000	26.42

FILED
03/03/01
SEP 29 2001
W.A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

FILED

01/30/09
JAN 27 2009

S 4 CENT TO ATT
William A. Shaw
Prothonotary/Clerk of Courts

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

VERA J. LINGLE, :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: MOTION FOR LEAVE TO AMEND
RALPH G. LINGLE and DENNIS C. :
LINGLE, : COMPLAINT TO ADD NEW
Defendants: PLAINTFF AND RULE

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

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

VERA J. LINGLE,	:	
	Plaintiff	:
		NO. 2008 - 1004
VS.	:	CD
	:	
RALPH G. LINGLE and DENNIS C.	:	
LINGLE,	:	
	Defendants	:

MOTION FOR LEAVE TO AMEND COMPLAINT
TO ADD NEW PLAINTIFF

AND NOW COME Movants, Vera J. Lingle and Lawrence M. Riddle, Jr., by and through their attorneys, Belin, Kubista & Ryan LLP, and file the following motion for leave to amend complaint, to add new Plaintiff, and to delete Plaintiff, and in support thereof avers as follows:

1. Vera J. Lingle was the owner of a certain tract of land described more fully in the complaint by virtue of a deed dated September 17, 1998, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1971, page 410.

2. That Vera J. Lingle has filed a partition action against Ralph G. Lingle and Dennis C. Lingle, other co-tenants as to the property.

3. That since filing the complaint, Vera J. Lingle has conveyed the premises and has assigned the action to Lawrence M. Riddle, Jr.

4. That the conveyance is by virtue of a deed dated October 17, 2008, and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200817323.

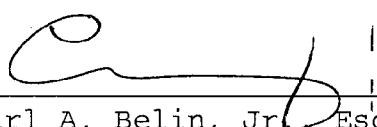
5. That Vera J. Lingle assigned her rights in the partition action in the deed itself. A copy of the deed is attached hereto and marked Exhibit "1."

6. That under PA. R.C.P. No. 1033, in the absence of consent, a party may seek leave of court to add a party or amend its pleading.

7. That no appearance has been entered on behalf of either of the Defendants.

WHEREFORE, Movants hereby request Your Honorable Court to enter a rule to show cause why the complaint should not be amended to set forth Lawrence M. Riddle, Jr., as Plaintiff and to set forth the appropriate means by which he has acquired his deed and an assignment of the action.

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr. Esq.
Attorneys for Plaintiffs

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

Instrument Number - 200817323
Recorded On 10/29/2008 At 10:23:05 AM

* Instrument Type - DEED

* Total Pages - 5

Invoice Number - 194626

* Grantor - LINGLE, VERA J

* Grantee - RIDDLE, LAWRENCE M JR

* Customer - BELIN, KUBISTA & RYAN

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$28.50

***RETURN DOCUMENT TO:**

BELIN, KUBISTA & RYAN
P.O. BOX 1
CLEARFIELD, PA 16830

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow

Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

N.T.S.
INDENTURE

MADE the 17th day of October, 2008,
between **VERA J. LINGLE**, a single individual, of 1013 Antes Hill
Road, Clearfield, Clearfield County, Pennsylvania, party of the
first part, hereinafter referred to as the **GRANTOR**,

A N D

LAWRENCE M. RIDDLE, JR., of 27380 North 59th Street, Scottsdale,
Arizona 85266, party of the second part, hereinafter referred
to as the **GRANTEE**:

WITNESSETH, that the said party of the first part, in
consideration of the sum of ONE AND 00/100 DOLLARS (\$1.00) to
her now paid by the said party of the second part, does grant,
bargain, sell and convey unto the said party of the second part,
his heirs, executors, successors and assigns,

ALL that certain piece or parcel of land situated in Girard
Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a chestnut stump being the northwest
corner of the land now or formerly of Hubert Leigey;
thence South four (04°) degrees fifteen (15) minutes
West one hundred fifty-two and five tenths (152.5)
perches to line of Warrant No. 1927; thence West
along said warrant line sixty-two and six-tenths
(62.6) perches to a stake and stone; thence North four
(04°) degrees thirty (30') minutes East one hundred
fifty-two and five-tenths (152.5) perches to a stake
on the line of land formerly owned by Peter Brown;
thence East along the Peter Brown property sixty-one
and seven-tenths (61.7) perches to a chestnut stump

and place of beginning. Containing sixty-five (55) acres and one hundred forty-four (144) perches.

AND BEING the same premises conveyed to Vera J. Lingle by deed of Vera J. Lingle et al, dated April 30, 2008, and recorded in the office of the Recorder of Deeds of Clearfield County in Instrument No. 200808134.

Grantor hereby conveys all her right, title and interest in and to the partition action filed in the Court of Common Pleas of Clearfield County to No. 2008-1004-CD, and hereby appoints Grantee her agent to prosecute to conclusion said partition action.

THIS TRANSFER IS EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX AS IT IS A TRANSFER FROM MOTHER TO SON.

with the appurtenances: **TO HAVE AND TO HOLD** the same unto and for the use of the said party of the second part, his heirs, executors and assigns forever.

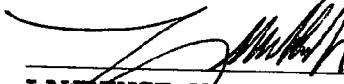
And the said party of the first part, for herself, her heirs, executors and assigns covenants with the said party of the second part, his heirs, executors, successors and assigns against all lawful claimants **SPECIALLY WARRANTS** the same and every part thereof to Warrant and Defend.

NOTICE---THIS DOCUMENT MAY NOT DOES 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 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. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

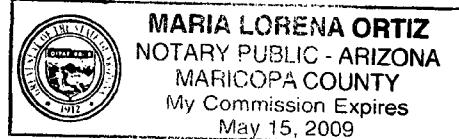
Witness:


LAWRENCE M. RIDDLE, JR.

Maria Lorena Ortiz

This 22nd day of October

, 2008



WITNESS the hand and seal of the said party of the first part.

WITNESS:


Vera J. Lingle (SEAL)

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF CLEARFIELD

:

On this, the 17th day of October, 2008, before me, the undersigned officer, personally appeared **Vera J. Lingle**, known to me (or satisfactorily proven) 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.

Susan M Hartzfeld
Notary Public
My Commission Expires:



CERTIFICATE OF RESIDENCE

I, Carl A. Belin Jr., do hereby certify that the precise residence of the Grantee herein is:

27380 North 59th Street, Scottsdale, Arizona 85266.

Witness my hand this 28th day of October, 2008.



Agent/Attorney for Grantee

FILED

JAN 27 2009

013130

William A. Shaw

Prothonotary/Clerk of Courts

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

4 CERT TO
S ATTY (610)

VERA J. LINGLE, :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C.
LINGLE, :
Defendants :
:

RULE

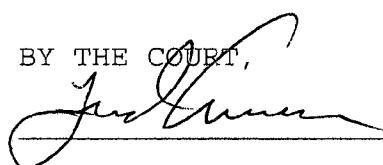
AND NOW this 27 day of Jan., 2009, upon reading
and considering the foregoing Motion For Leave to amend
Complaint To Add New Plaintiff, a rule be issued to show cause
why the Court should not grant the right to amend the complaint
as set forth in said Motion.

RULE returnable for written response February 18,
2009.

HEARING, if necessary, to be held on the 5th day of
March, 2009, at 2:45 o'clock, P M., in
Courtroom No. 1 of the Clearfield County Courthouse,
Clearfield, Pennsylvania 16830.

Further, service is to be made on the Defendants by
regular mail.

BY THE COURT,



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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: CERTIFICATE OF SERVICE
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED
02:50 P.M. 01
JAN 28 2009 1b cc
W.A. Shaw
Prothonotary/Clerk of Courts

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

VERA J. LINGLE, :
Plaintiff :
: NO. 2008 - 1004 CD
VS. :
: :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

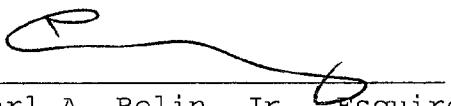
CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a
certified copy of Motion For Leave To Amend Complaint To Add
New Plaintiff and Rule in the above-captioned matter to the
following parties by postage prepaid United States first class
mail on the 28th day of January 2009:

Ralph G. Lingle
1100 Martin Street Extension
Clearfield, PA 16830

Dennis C. Lingle
1221 Riverview Road
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

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

VERA J. LINGLE, :
Plaintiff :
NO. 2008 - 1004 CD
vs. :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
FILED
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FILED

MAR 05 2009

8 | 2:55 PM
14.01.2018 A. Chayav.

William A. Shaw
Prothonotary/Clerk of Courts

3 Cents - in
Bielw

being the day

elling the day on

ORDER

AND NOW this 5th day of March, 2009, this being the day 61
and date scheduled for the hearing of Plaintiff's Motion for
Leave to Amend Complaint To Add New Plaintiff, the Defendants
having not filed a written response, it is the ORDER of this
Court that Plaintiff's Motion is hereby granted and Petitioner
is hereby directed to file the amended complaint within twenty
(20) days hereof.

It is the further ORDER of this Court that service of said Amended Complaint may be made on the Defendants by regular mail.

BY THE COURT,

Frederick W. Sumner

DATE: 03-05-09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

Prothonotary/Clerk of Courts
William A. Shaw

MAR 05 2009

FILED

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: AMENDED COMPLAINT
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

5
FILED 4CC
0105861 Atty Belin
MAR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

LAWRENCE M. RIDDLE, JR.	:	
Plaintiff	:	
	:	NO. 2008 - 1004 - CD
VS.	:	
	:	
RALPH G. LINGLE and DENNIS C.	:	
LINGLE,	:	
Defendants	:	

NOTICE

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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
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: RALPH G. LINGLE and DENNIS C.
LINGLE, :
Defendants :
:

AMENDED COMPLAINT

AND NOW, comes Plaintiff, Lawrence M. Riddle, Jr., by and through his attorneys, Belin, Kubista & Ryan, LLP, and files the following amended complaint in partition:

1. Plaintiff, Lawrence M. Riddle, Jr., is an individual residing at 27380 North 59th Street, Scottsdale, Arizona 85266 ("Lawrence").

2. Defendant, Ralph G. Lingle is an adult individual residing at 1100 Martin Street Extension, Clearfield, Clearfield County, Pennsylvania 16830 ("Ralph"); and Defendant, Dennis C. Lingle, is an adult individual residing at 1221 Riverview Road, Clearfield, Clearfield County, Pennsylvania 16830 ("Dennis").

3. Vera J. Lingle ("Vera"), prior Plaintiff, and Defendants acquired certain real estate in Girard Township, Clearfield County, Pennsylvania, as described below, and all

the interests of the parties in the property are held as tenants in common and are undivided.

4. Vera and Ralph acquired title to the property known as Linglewood Lodge by deed of Linglewood Lodge, Inc., dated September 17, 1998, and recorded in the Office of the Recorder of Deeds in Deeds and Records Book Vol. 1971, page 410, wherein said Linglewood Lodge, Inc., conveyed all that certain lot or piece of ground as situate in Girard Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a chestnut stump being the northwest corner of the land now or formerly of Hubert Leigey; thence South four (4°) degrees fifteen (15') minutes West one hundred fifty-two and five tenths (152.5) perches to line of Warrant No. 1927; thence West along said warrant line sixty-two and six tenths (62.6) perches to a stake and stone; thence North four (4°) degrees thirty (30') minutes East one hundred fifty-two and five tenths (152.5) perches to a stake on the line of land formerly owned by Peter Brown; thence East along the Peter Brown property sixty-one and seven-tenths (61.7) perches to a chestnut stump and place of beginning. Containing fifty-five (55) acres and one hundred forty-four (144) perches.

(**"the premises"**).

Defendant Dennis acquired his interest in the premises from Benson H. Lingle by deed dated April 11, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield

County as Instrument No. 200616854. That Vera conveyed the premises to herself and her children by a deed dated January 29, 2007, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200701335; that Vera and her children reconveyed the premises to Vera by a deed dated April 30, 2008, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200808134.

5. Vera conveyed the premises to Lawrence by deed dated October 17, 2008, and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200817323. Vera also assigned her rights in and to this partition to Lawrence as a part of said deed.

6. That as a result of the change in the ownership present Plaintiff and prior Plaintiff filed a motion to amend the complaint and that the Court of Common Pleas of Clearfield County entered an Order on March 5, 2009, authorizing and directing the amendment of the complaint and this amendment is being filed pursuant to said Order.

7. That as a result, the premises are being held as tenants in common in the following proportions: one-third (1/3rd) to Lawrence; one-third (1/3rd) to Ralph; and one-third (1/3rd) Dennis.

8. No person other than the parties to this suit has any interest in the property, which is presently in the possession of Defendants Ralph and Dennis.

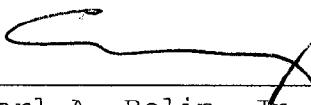
9. No partition or division of the property has ever been made, although Plaintiff has requested the Defendants to join with him in making one.

WHEREFORE, Plaintiff demands that:

(a) the court decree partition of the real estate; (b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real estate; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the court may direct;

(c) such other and further relief be granted as the court deems just and proper.

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

Commonwealth of PA

~~STATE OF ARIZONA~~

COUNTY OF *Clearfield*

: SS.

:

Before me the undersigned officer, personally appeared **LAWRENCE M. RIDDLE, JR.**, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.



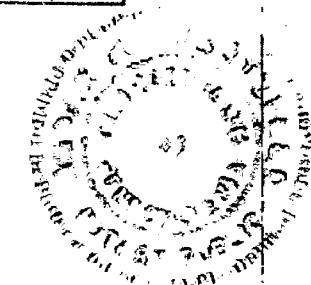
Lawrence M. Riddle, Jr.

Sworn and subscribed before me this 6th day of March, 2009.



Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES AUG. 16, 2009



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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C.
LINGLE, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Amended Complaint in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 6th day of March, 2009:

Ralph G. Lingle
1100 Martin Street Extension
Clearfield, PA 16830

Dennis C. Lingle
1221 Riverview Road
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: CERTIFICATE OF SERVICE
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED NO
03/06/09
MAR 06 2009
S (60)

William A. Shaw
Prothonotary/Clerk of Courts

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

LAWRENCE M. RIDDLE, JR.,	:	
Plaintiff	:	
	:	NO. 2008 - 1004
VS.	:	- CD
	:	
RALPH G. LINGLE and DENNIS C.	:	
LINGLE,	:	
Defendants	:	

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Order granting Plaintiff's Motion to file an amended complaint in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 5th day of March, 2009:

Ralph G. Lingle
1100 Martin Street Extension
Clearfield, PA 16830

Dennis C. Lingle
1221 Riverview Road
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By _____
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
* No. 08 - 1004 - CD
*

* Type of Pleading:

* ANSWER TO AMENDED
* COMPLAINT AND
* COUNTERCLAIM
*

* Filed on behalf of:
* Defendants

* Counsel of Record for
* this party:

*
* James A. Naddeo, Esq.
* Pa I.D. 06820
*

* Naddeo & Lewis, LLC
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED *cc*
04/03/2009 APR 03 2009
Atty Naddeo

William A. Shaw
Prothonotary/Clerk of Courts

(61)

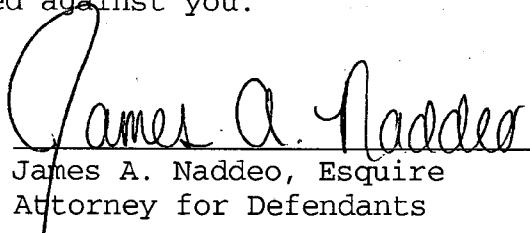
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LAWRENCE M. RIDDLE, JR., *
Plaintiff, *
*
v. * No. 08-1004-CD
*
RALPH G. LINGLE and DENNIS
LINGLE, *
Defendants. *

NOTICE TO PLEAD

TO THE PLAINTIFF:

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


James A. Naddeo, Esquire
Attorney for Defendants

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

* No. 08 - 1004 - CD

RALPH G. LINGLE and DENNIS
LINGLE,

Defendants.

ANSWER TO AMENDED COMPLAINT AND COUNTERCLAIM

NOW COME the Defendants, Ralph G. Lingle and Dennis C. Lingle and by their attorney, James A. Naddeo, Esquire set forth the following:

ANSWER TO AMENDED COMPLAINT

1. Admitted.

2. Admitted.

3. Admitted.

4. Denied in so far as it is alleged that Vera Lingle and Ralph Lingle acquired title to the property known as Linglewood Lodge by deed dated September 17, 1998 and recorded in the Clearfield County Recorder of Deeds in Deeds and Records Book Vol. 1971, page 410 and to the contrary it is alleged that Vera Lingle and Ralph Lingle each acquired an undivided one-third interest in said property by virtue of the September 17, 1998 conveyance. Paragraph four is otherwise admitted.

5. Admitted.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

COUNTERCLAIM

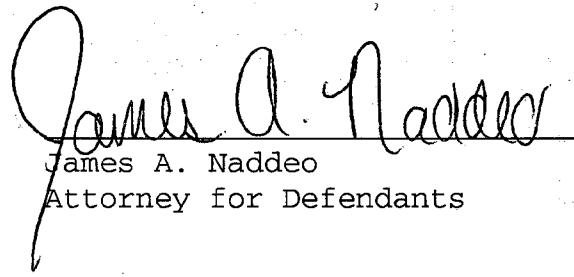
NOW COME the Defendants and bring this counterclaim against Plaintiff upon the allegations hereinafter set forth:

10. That Defendants, Ralph G. Lingle (Ralph) and Dennis L. Lingle (Dennis) have advanced substantial sums of money toward the preservation and maintenance of the property which is the subject of this action.

11. That an accounting for the expenses incurred by Ralph and Dennis totaling \$43,251.55 is attached hereto as Exhibit "A".

12. That neither Plaintiff nor his predecessor in title have made any contribution to the expenses incurred by Ralph and Dennis toward the preservation and maintenance of the subject property despite their demand for contribution.

WHEREFORE, Defendants claim owelty from Plaintiff for Plaintiff's proportionate share of the sums expended by Defendants toward the preservation and maintenance of the subject property in the amount of \$14,417.18.


James A. Naddeo
Attorney for Defendants

V E R I F I C A T I O N

I, Ralph G. Lingle, JR., Defendant verify that the statements made in the foregoing Answer To Amended Complaint and New Matter are true and correct upon my personal knowledge or information and belief. 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.

By:

Ralph G. Lingle, JR.

Dated:

April 1st, 2009

4/28 Snappy's (class E Fwd)

20

20

Habitat (A)

MAY 07

JUNE 07

Paid

PP	Food	Item D	(Paragon Sales)	95.52
PP111	Fuel -	KWIC Full		31.52
PP112	Fuel -	KWIC Full		150 -
PP114	Lowes	Repair Box Tape	Plumb	107.84
PP117	Work Fuel	(Heichel)		60.00
PP118	Jace Anderson	(Stone)	SC 121	49.13
PP119	Work Fuel	(Walmarit)		18.24
PP120	PP121			
PP123	Tom Lincolne	USED LSC	Set Repair	800 -
PP124	PP125	ROL III	Debris Removal	95 -
PP125	Lowes	Keys / Repair	Scissor	69.84
PP126	PP127	KWIC	Repa	11.54
PP127	Lowes	Paint (Gorilla)	- Gator	81.02
PP128	PP129	Dave Nelson	(Gorilla) Back MAP	100 -
PP129	KWIC	Fuel	Work Fuel	25 -
PP130	KWIC	Fuel -	Work Fuel + Paragon	20 -
PP131	KWIC	Fuel	Work Fuel	29.51
PP132	KWIC	Medieval -	Paragon	140.00
PP133	KWIC	(Possible Sale)		
PP134	KWIC			
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PP450				

July 10, 1917

AUGUST OUT (DUE ADVANCE)

OCT. 07

OCT. 07

NOTE: SALE OF "Mickey Mouse" 33+ acres
ALL MONEY'S HELD IN ESCROW BY NADPES —

(per RBL)

10/20/07 Kwik Fill 154.40

11 Tractor/RDs. ect 110.00

11 Dave Aman 3 hours 46.00

11 Kwik Fill (Check Cash Supplied) 42.39

11 LOWES (Signage) & Supply 30.69 35.74

11 Walmart (Signage) 12.31 55.00

11 Post Office M/S & Certified Money Bank 12.31 285.00

12-5-07 A. Fricke 3 hours (30.00) 11/30 - 3/1/08 1393.23

10/10/07 B. Fricke 3 hours 10.10 10/28/07 KES \$850 "PAID" - 850.00

10/11 TK Stop (Gas Cans) 3.00 (PAID)

10/11 LOWES - Paper Buttons 6.98 5.13

10/11 Kwik Fill 5.13 10.25

10/11 WALMART 10.25 Acc. Bal owed till 1/543.23

NOTE: WATER LEAKS FROM TOILET

NOTE: PLUMBING CAUSE WET OVER FLOW

FROM SEPTIC TANK BELOW OLD

CARTRIDGE QUARTERS

10/8 Kwik Fill 450 Tractor 4/1.30

10/8 Dave Nelson (CB Base Agent & RT RL) 50.00

10/8 Kwik Fill 450 Tractor 4/2.39

10/10/07 Bell Service Phone 6.68

10/13/07 Kwik Fill - 450 Tractor -

NOTE: INCREASE IN WORKERS - FIRST
TIME ROADS / FRIENDS.

NOV 07 4,456.77

Debit Card/Over	\$ 4,456.77
11-1-07 Kunk Fire Truck 450 (CASH)	40 - 40.25
11-3-07 Dave Amos / Austin Amos CASH 100.00	
11-4-07 MacTram - Drain Ditches - Pipes	25.00
11-6-07 Danos / Bob Steele / Lowes 32 → 203.00	
11-7-07 Redair Roof "Shawville (2) blg" → 92.39	
11-10-07 Dave Amos - Cash → 25.00	
11-16-07 Lowes - Pipe To Boiler 66.64	
11-12-07 Kunk Fire Fuel 100.00 → 72.86	
NOTE: PER RALPH - NEW LOC'S GAVE ALPH KEYS SHAWVILLE	
11-17-07 FUEL OIL MIX (LOOSE) → 108.91	
11-19-07 FUEL OIL KONG HYDRAULIC FLUID - BRAKE REPAIR 910	
REPAIR (QUICK-FIX) BRAKE LINE	
STILL LEAKS → 118.91	
11-20-07 Lowes (WINTERIZE (LOOSE)) → 115.00	
11-23-07 Robert Heichel (WINTERIZE) → 100.00	
STORMWINDOWS / PLASTIC & FIX SHOTED OUT LITES SPARKING IN BASMENT NO HELP	
11-29-07 Clean out Coal Furnace (REAR) → 05.00	
11-30-07 Ralph Jr / FRICKE / Heichel → 00.00	
11-30-07 Danos → 00.00	
11-30-07 Kunk Fire - FINAL 450 TRACTOR → 52.00	
11-30-07 Kunk Fire - SORRY → 245.50	

Page 6 of 10 - SORRY

LOGGING REVENUE		REPORT	DECEMBER 31	
ITEM	AMOUNT	AMOUNT	AMOUNT	AMOUNT
11-14-87 LOWES (Roof leak repair)	42.96	12-4-07	2x4's houses	52.50
11-15-87 A. FRICKEL (PARK HASCY) 3 Longe Savers	45.00	12-4-	2x4's cycling tile	
Shawn Owens 3 Longe Savers	15.00		Clean up & Repair door	10.29
11-16-07 UNVLEC - Electric	50.00		Jamie Party	
11-25-07 DUST NET - T	#1120	11-18-00	12-4- Posel - VERA Cert fire	9.81
11-25-07 DUST CARRAGE 3 1/2	1/2 37	11-20.00	11- VERIZONA 2 1/2 3 4/210	42.39
11-25-07 DAVE AMAN	1/10.00	12/1/00	Fuel - Shute (5-10)	20.00
11-28 DAVE AMAN (Contract) 3 1/2	320.00			
11-28 REPAR AU CIEING TILE LOWES	100.00			
11-28 SAPP BROS	100.00			
11-28 DAVE AMAN 1/10 2ND FLOOR	100.00			
11-30 WORK FUEL	22.05			
<u>LOGGE ME 55</u>				
<u>London Gate Broke</u>				
<u>5-10 Tree off</u>				
<u>Entrance Stone torn up</u>				
<u>12/1/01 FUEL DRUM 55.00</u>				
<u>3 KID STEEP TIG LOADER</u>				
<u>12/14/01 LOWES (COAL bin)</u>				
<u>12/17/01 HEICKEL/FRICKEL help</u>				
<u>12/17/01 FUEL FIX & CLEAN UP</u>				
<u>12/17/01 D. AMAN - Roads / Loge work by 100.00</u>				
<u>12/15/01 FUEL</u>				
<u>12/15/01 FUEL</u>				
<u>12/15/01 LOGE LAUNDRY - SUPPLY</u>				

Dec - 1966
MESS

13/11/61 HEDDE/FALKE - LABOR 28
DAYS AGO - CLEAR SKY

DALE ANDI - Clear Snow

57

Clean out Garage ~~now~~
From Snowmass ~~now~~

55 00

~~WICK TO CLEAR BEER CANS
AND ASHTRAYS WOODPENNS~~

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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FROM JANNIE - ADAMS

→ Boston
Big Liver

WING STRONG

~~NOT GOING EVER AGAIN~~

of for

107

JANUARY 2008

EXPENDITURE

DEC 07 CARRYOVER	DEC 07 EXPENDITURE	BALANCE
		NO. 4012
1-8-08 FUEL KwikFuel		
" Diesel - Skid Steer		
1-8-08 D. Amon - Snow Rem.		50.00
1-8-08 FUEL (KwikFuel)		
Skid Steer - Backspash / Repair	\$170.00	
" (Dumberland Tractor Spares)	\$170.00	
Skid Steer Repair	\$23.25	
1/3 - 1/4 Repair Haul Skid Steer	10.00	
5 Dousens / D. Amon / R. Heckel		
1-3 MAPS - COURT HOUSE		105.00
paragon ect		
1-6 maps (CASSALA)	49.20	
1-8 FUEL CkwikFuel Skid Steer	40.00	
1-8-08 unelec	39.78	
" Refuse D. C	55.00	
" Distr net.	42.39	
1-11-08 Postal	15.00	
" Kwikfuel (Diesel)	71.20	
1-18-08 Louna - Repair of ice hook	45.11	
1-18-08 SAT. D. Amon / D. Repair / Clean	10.00	
SPRING HOUSE VALUE Civer		
" Temporary Fix		
WORK ON PORTA GENERATOR		

LANDER

CREDIT CARRYOVER \$ 853.59

HTB 108

JAN 08		CREDIT Carryover \$ 853.59	
1-14-08	STRAWN OWNERS (SKD Street Roder & Hau)	150	ICE STORM DAMAGE
1-15-08	GATE REPAIR HEILBOLD (DARREL POTTER)	250.00	2-2-08 Lowes - BOLTS REPAIR CONCRETE 15.27
1-16-08	LOWES (GATE SUPPLIES TOOL / HITCHEL / FRICKE	1130	2-4-08 Kunk Fuel - Fuel Kite 49.50
1-16-08	POST OFFICE - MA RESOURCES	116.00	SKD Street / ci D Amherst - "Donation of wiping classic" 25.00
1-17-08	FUEL (KUNK FUEL HUCKLE TO SOUTHERN 102 ⁹⁹	11	2-6-08 GRANGE MUTUAL 285.00
	CANS / 25 GALLON BOTTLES	11	UNITED ELECTRIC 105.04
1-21-08	KUNK FUEL (HEILBOLD) 25 ⁰⁰	11	2-13-08 DIST TV 42.39
	WIND DRAINAGE	11	VERIZON 2634810 55.00
1-25-08	KUNK FUEL (HEILBOLD) 25 ⁰⁰	11	2-13-08 BUD ELECTRIC - ALTERNATOR 85.78
	WIND DRAINAGE	11	LOWES - FITTINGS (UPPER) 30.42
	FRICKE - HEILBOLD 2 DA. 300.00	11	2-16-08 BARR PLUMBING 129.00
	BARR PLUMBING	11	NOTE: TEAR DOWN ONLY 352.00
	REPAIR AND REPAIR HEAT - MUST	11	REPAIR DOMESTIC & CARPENTRY
	REPAIR DOMESTIC & CARPENTRY	11	
	TOTAL FOR JAN 08	11	
ROB - MK RESOURCE Deposit	15000	11	
DU - 1-30-08	3941.00	11	
BALANCE CARRYOVER	853.59	11	
	VERIFIED KETTER	11	
	3.23	11	

MARCH 08

3/8 DAVETMEN - PLOW

175.00

3/9 Del Charge Refuse

55.00

3/9 DIST-TV COMMUNICATION

45.50

3/9 UNITED ELECTRIC

83.69

3/9 VECTRON

742.39

DL / A. FRICK - D. AMON

Clean SNOW

\$ 154.00

3/18/08 FUEL from

WILHMY FUEL CO

FAT

\$ 1754.77

By DL

1754.77

NOTE: Service will not deliver

1754.77

NOTE: we owe Service B.L.C

AND, I PAID FOR PLUMBING
REPAIRS EST @ 150.00

BAL. OWED DL

\$ 1763.40

3-31-08

OWED CARRYOVER - 7603.41

OWED CARRYOVER

\$1813.41

APRIL 08

APRIL (MAY - MAY 08)

285.00

4-27 TO 5/4/08 DAVE AMON

200.00

HELP POSTS

52.00

- DUL/AF - Now - Clean up - REPAIR

11 ELECTRIC

130.00

FUEL 4/27 - 62.00

5/5/08 FUEL

51.82

5/12 FUEL MARTIN

29.00

5/19/08 FUEL STREET

30.44

5/18/08 AUSTIN (WICHTER (PARK)) -

10.00

5/23 FUEL Cleaning Mop

100.00

5/30/08 DAVE AMON'S

100.00

HOLD ON ALL

NO MONEY

100.00

NO CHARGE

100.00

15% DUE

100.00

FOR OVER

100.00

OTHER

100.00

TOTAL 10

100.00

Clean up

50.00

APRIL 08

813.41

GOONIE LUNGE

RALPH 120.4 June 03
8:00 AM

OCTOBER BUDGET

7-1-68	Justin Worcester (gas)	burn	30.00
7-1-68	Austin Amor	gas	10.00
7-2	DAVE Amor	Sheetz	100.00
7-3	FUEL	Sheetz	20.10
7-4	FUEL	woodland gas	63.68
7-4	Justin Worcester (gas)	burn	60.00
7-4	FUEL	450 tractor	50.00
7-4	FUEL	450 tractor	48.52
7-4	SPARK PLUG		2.2
7-4	MARTINS	PAPER TOILET / MOTHBALLS	3.00
7-4	C. SNAKED - VARNISHES		
7-4	WALMART	KEYS - RBL	6.00
7-4	Kwik Fill		20.00
7-4	WALMART	(Broom)	3.00
7-4	NOTE: Potential Boyers on Powder		7.7
7-4	Extra Expense		
7-10-08	Shelby Fuel		15.33
7-14-08	Shelby Fuel		32.00
7-15	D. Amor	Justin (D)	150.00
7-15	FUEL	Cans - Sheetz	75.00
7-16	Sheetz		
7-16	UATED ELECTRIC		
7-16	Fuel	Sheetz	20.00
7-16	FUEL	KWIK	50.00
7-17	Kwik Fill		19.50
7-19	Dave Amor		94.00
7-19	(Austin Worcester) RPS		150.00
7-19	Shawn Burns		120.00
7-19	MIX BANS - Sheetz		20.00
			1210.02

AUG. 20 8

10540-#1350.24 - 12-615.12

8-9	FUEL	83.00	CITS.
8-9	D Ameri / ^{recess} water man	150.00	M/V
8-8	Kwik Fill - ladder	30.00	
8-8	Sheeter fuel INT	20.00	
8/12	Sheetz fuel TR	30.00	
8-14	10M LINGIC - Gator	40.00	

815 D. H. Linn
K. Wooster 3 place

18 Dec Garbage

18 Orange Th

~~8/19 2011 Name B&G Tractor LLC~~

四月三十日

3/18 E-1 A-1

8/5/08 DAVE M

9/28 Rustin was at C.R.E.A.M. until 11

Work to Water Leaks

Sept 1

2000

NOTES ON THE COST OF LIVING

SEPT 08

			99.90
9-1	Fuel	Kankakee	
9-3	Autocar Smoke Repair	22	
9-6	Ground Hob in Lodge		
9-6	Sheet Fuel Cans & Amount	100	
9-8	ONELEC - Elec.	60	
9-8	Right Communication	45	
9-8	Assessment off. prop	93.20	
9-15	WALMART - CLOROX - water	64.94	
9-16	Fuel ULINE	4150 liter	
9-18	DAVE Ammon 1/2 Austin Webster 1/2	150 ⁰⁰	
	USE 450 tractor - HANMAR		
	CLEAR READS		
	Brokers GASS in Camp		
	DRUM REPAIR		
	STORM DAMAGE (Roof on entrance - kennel shock)		
	Roof on entrance - kennel shock		
	Dams a/c		
9-19	Fuel OPTIMA > HYD. FLUID	95.05	
9-19	POSTAL M/S BILLS 1/2	2.10	
9-19	WALMART - FUEL CANS	21.30	
9-20	BILL TUMA - KNEED SPRAY	750.00	
	DID WORK FREE - just chemicals	50.00	
9-23	POSTH TV	22.75	
	POSTH AGWAY		

Nov 20

1130 300

10/31-11/1 Kwik Fix

37.50

11/3 Lowes - Lumber (window frame)

122.00

11-5 Sheds Fuel

61.00

11/9 Dave Amon - M/ester

150.50

OF money orders - Bills - Stationery - 9.45

9.45

11/15 Kwik Fix

60.00

11/16 SNAPPY'S Fuel / oil

51.00

11/1 REPAIR GATE (GARDEN PRIMERS)

50 -

Service mowers ext For storage

46.25

11/1 ABWAY - Pest Control

46.25

11/1 Plow Roads / Deliver Fuel - Need

46.25

to Tow in Fuel TK

46.25

11/22 GRANGE INS - Quarter

12.85

11/22 Distress news

51 -

11/22 United Elec w/ Bal of MOTT

250.84

11/22 WINTER TANK - Debris Garb.

55 -

11/23 MARTINS Fuel C Antifreeze / Sterilizer

310.00

11/25 D. AMON

150

11/25 Extra LABOR - Help to

Winterize Equip ect.

11/24 Kwik Fix - Tam Lingle

33.57

NOTE: Large group of Pittsburgh Hunters unusual to

Gate @ Lingle - Report to Police

11/25 115.00

1430.36

DEC. 2008

12/15	Kure Flu	39.40
12/18	Deb Sanderson DEC Flu	118.00
12/19	DISH - Tech Storm Dam.	60.00
12/19	KURE FLU CAN	17.00
12/19	OPTIMA - Walmart Fuel	16.76
12/20	D. AMON et al - Repair / Snow	200.00
12/21	McGraw - Ice melt - Roof - lot	48.18
12/22	D. AMON / Belmont - Ice Damage - Leaf (100.00)	
12/31	Deb Sanderson (Sober Field Extra CHG Carpet	30.00
12/31	Unrele C. (89.58)	
12/31	DISH - Repair - S. Corp - 91.99	
	WESBORG - Lowes - Roof	
	CABLE CHAT) For Precht	49.95
	Further Damages	
	<u>TOTAL</u>	<u>\$860.86</u>
	<u>NOTE: Five S. Hes / -</u>	
	<u>NOT PAID YET</u>	
	<u>\$100.00 / 1,004.00</u>	

JANUARY

TRANSACTIONS

1-1-09	Vanadisna Damage - St. Polvco " Ryan	1124.12
1-3-09	POWDER - FUEL - TEMA FIX	67.00
1-3-09	WORK ON PLUMBING D.A. DL	100.00
1-5-09	FUEL - SAPP BROS DL WELD	30.50
1-7-09	D. AMAN - PLow TRUCK TO CINDER AND TOW FUEL TRUCK TO 100' AVE - IN ORE ON MAIN GATE REPAIR	
1-9-09	Sheet Fuel (Ctn 5)	50.00
1-9-09	COAL - PEN GRANITE	120.70
1-13-09	Fuel Cans MARTINS	22.77
1-15	TOM LINING - ESTATE/MARY BORN	42.00
1/19	Bob Heschel - Power Out PIPE FREEZE/BREAK - Flood Le-Shr - Power	22.50
	DICK AMAN/Heschel FUEL ("SOD HUESKE BILL") CASH	50.00
	REPAIR NOT COMPLETE - LACK OF FUELS	
1/25	DBH - Water Power Loss	463.25
1/25	PAVE AMON - GATE VANADISNA	50.00
1/29	INSURANCE RANGE LODGE	285.00
1/29	WATER	155.17
1/30	J J PAVING FUG /	977.34
	NOTICE AS DEBT	100.00

FER 2009

2/5	Deb Refuse	55.00
2/9	Rugway Tax	35.70
2/9	D. Anan ~ FUEL (Keflin)	20.00
	Truck Vehicle / Plow	400.00
2/11	~ Wooster Boys (Per Ruler)	
2/11	D. Anan - Plus -5 HARRISVILLE	150.00
2/18/09	REPAIR - PARTIAL WATER LINES	
	Auk Fue (Plow)	18.00
	- Work on Gate (Vandalism)	
	D. Anan	219
	2/24/09	
	GARAGE	55.00
2/25	Vehicle	137.20
2/25	Distress Taxes	40.00
2/28	Fuel - Sheet Gas -	16.00
	PLAY Reimburse D. Henckel	
	Fix Sale SIGN	
	<u>TOTAL Feb</u>	<u>748.90</u>
	NOTE: HEAT FUEL DUE	
	NOTE: NO PAYMENT TO FALK	

MAR - 09

3-5-09 - Fuel D. AMON 50 -
3-6-09 Sheetz on 10 -
3-6 - D. AMON GATE Debris
Clean up in Downspout Drain
Pitches & pipes from LL

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

* No. 08 - 1004 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer to Amended Complaint and Counterclaim was served on the following and in the following manner on the 3rd day of April, 2009:

First-Class Mail, Postage Prepaid

Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan
15 North Front Street
PO Box 1
Clearfield, PA 16830

NADDEO & LEWIS, LLC
By James A. Naddeo
James A. Naddeo
Attorney for Defendants

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: ANSWER TO COUNTERCLAIM AND
RALPH G. LINGLE and DENNIS C. : NEW MATTER
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED *3cc*
04/10/2009 Atty Belin
APR 17 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
(66)

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

NOTICE

You are hereby notified to plead to the within New Matter
within twenty (20) days of service thereof, or default
judgment may be entered against you.

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR.,	:	
Plaintiff	:	
	:	NO. 2008 - 1004 - CD
VS.	:	
	:	
RALPH G. LINGLE and DENNIS C.	:	
LINGLE,	:	
Defendants	:	

ANSWER TO COUNTERCLAIM
AND NEW MATTER

AND NOW comes Plaintiff, Lawrence M. Riddle, Jr., by and through his attorneys, Belin, Kubista & Ryan LLP, files the following answer to counterclaim and new matter, and in support thereof avers as follows:

ANSWER TO COUNTERCLAIM

10. Paragraph 10 of the Counterclaim of Defendants is neither affirmed nor denied as the means or knowledge of ascertaining the truth of the averment is within the control of Defendants and is deemed denied by virtue of PA. R.C.P. 1029(c), and strict proof thereof is demanded at trial; in further answer thereto, Paragraphs 13 through 18 of Plaintiff's New Matter are hereby incorporated by reference and made a part hereof.

11. Paragraph 11 of the Counterclaim of Defendants is neither affirmed nor denied as the means or knowledge of ascertaining the truth of the averment is within the control of Defendants and is deemed denied by virtue of PA. R.C.P. 1029(c), and strict proof thereof is demanded at trial; in further answer thereto it is neither affirmed nor denied that the exhibit attached is in fact an accounting, as the means or knowledge of ascertaining the truth of the exhibit is within the control of Defendants and is deemed denied by virtue of PA. R.C.P. 1029(c), and strict proof thereof is demanded at trial; and further, Plaintiff has no means of ascertaining whether the entries on the exhibit were for monies spent for the preservation and maintenance of the property as all expenditures were made without the knowledge of Plaintiff and his predecessor in title, and strict proof thereof is demanded as to all entries and their relationship, if any, to the preservation and maintenance of the property; and in further answer thereto, Paragraphs 13 through 18 of the New Matter are hereby incorporated by reference and made a part hereof.

12. Paragraph 12 of the Counterclaim is denied in that Defendants had exclusive possession of the premises, kept the premises locked and neither Plaintiff nor his predecessor in

title had access to the property. Under such circumstances, Defendants received all of the proceeds from the property and based upon exclusive possession, Plaintiff had no opportunity to participate in any decisions as to the preservation or maintenance of the premises and is not liable for any contribution; in further answer thereto, Paragraphs 13 through 18 of the New Matter are hereby incorporated by reference and made a part hereof.

NEW MATTER

13. Ralph and Dennis had exclusive possession of the property in that all access to the property was gated and Ralph and Dennis never provided Plaintiff or his predecessor with keys nor did they make Plaintiff or his predecessor in title aware of the uses or profits generated since the common ownership existed.

14. That Plaintiff is aware that Defendants Ralph and Dennis had the property timbered and withheld from Plaintiff, and his predecessor in title, any accounting, and have withheld his share of the proceeds from the sale of said timber.

15. That Defendants Ralph and Dennis entered into a gas lease without the joinder of Plaintiff and failed to make any

accounting, and have withheld his share of the bonus payment received by them.

16. That Plaintiff believes and avers that Ralph and Dennis have engaged in other activities affecting the value of the premises and may be liable for any diminution of value resulting from their activities.

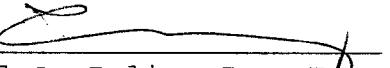
17. That Plaintiff believes and avers that Defendants Ralph and Dennis have participated in other activities and have received sums of money arising for the use of said property and should be required to account to Plaintiff and pay over his share of his share of said receipts.

18. That as a result of the activities of Ralph and Dennis which were withheld from Plaintiff and his predecessor in title and which have caused injuries to Plaintiff, and to his predecessor in title, Ralph and Dennis are estopped or have waived their right to contributions, if any, for such expenses they may have made for the preservation or maintenance of the property.

WHEREFORE, Plaintiff demands that judgment be entered for Plaintiff on the counterclaim and that Defendants account for all activities in relationship to the premises from the date

the parties became joint tenants in an amount later determined following discovery and trial of this case.

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

STATE OF Arizona :
COUNTY OF Maricopa : SS.

Before me the undersigned officer, personally appeared LAWRENCE M. RIDDLE, JR., being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer to Counterclaim and New Matter are true and correct to the best of my knowledge, information and belief.



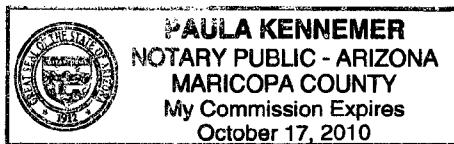
Lawrence M. Riddle, Jr.

Sworn and subscribed before me this 15th day of
April, 2009.



Paula Kennemer

Notary Public



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

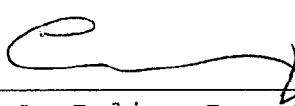
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
;

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Answer To Counterclaim and New Matter on behalf of Plaintiff in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 17th day of April, 2009:

James A. Naddeo, Esquire
Naddeo & Lewis LLC
P.O. Box 552
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

* No. 08 - 1004 - CD

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

* No. 08 - 1004 - CD

*

*

*

ANSWER TO NEW MATTER

NOW COME the Defendants, Ralph G. Lingle and Dennis C. Lingle and by their attorney, James A. Naddeo, Esquire set forth the following:

13. Denied in so far as it alleges that Defendant had exclusive possession of the property and to the contrary it is alleged that while one of the entrances to the property was gated there were several other access roads to the property about which Plaintiff and his predecessor in title have full knowledge. In further answer thereto Plaintiff's predecessor in title had ongoing access to the property at which times she removed articles of personal property from the residential building erected on the property with the knowledge and consent of Defendants. In further answer it is alleged that Defendants were unaware of Plaintiff's claim of ownership to the property until the date upon which they were served with Plaintiff's amended complaint. Defendants reasonably assume that Plaintiff is aware of the alternate access routes to the property as was

his predecessor in title. In final answer Defendants deny that they failed to make Plaintiff or his predecessor in title aware of the uses or profits generated since the common ownership commenced and incorporate their answers as hereinafter set forth.

14. Denied. On the contrary it is alleged that the parties predecessor in title, Benson H. Lingle sold timber from the subject property and that all proceeds from the sale of said timber were paid to the said Benson H. Lingle who is believed to have been paid in a lump sum for said timber by Dean Klinger.

15. It is admitted that Defendants entered into a gas lease without the joinder of the Plaintiff. In further answer thereto it is alleged that Plaintiff's interest in the gas was not included in Defendant's lease and that the only payment received by Defendants was for their undivided 2/3 interest in the gas and oil underlying the premises.

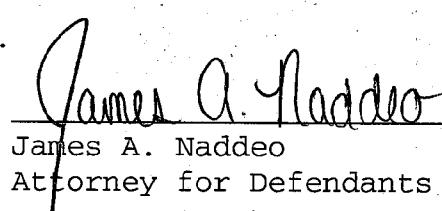
16. Defendants are unable to respond to Plaintiff's alleged state of mind. To the extent that an answer may be required it is denied that Defendants have been involved in any activities that may diminish the value of said property and to the contrary have spent substantial sums of money to preserve the property and its value.

17. Defendants are unable to respond to Plaintiff's alleged state of mind. To the extent that an answer may be

required it is denied that Defendants have received any sum of money for which they would be required to provide an accounting to Plaintiff and to the contrary have expended a substantial amount of money toward the preservation of the property's value.

18. States a conclusion of law to which no answer is required. To the extent that an answer may be required it is denied that Defendant's have engaged in any conduct which would have barred their claim for owelty.

WHEREFORE, Defendants request that Plaintiff's claim for an accounting be dismissed and that the Court award owelty as requested in their counterclaim.



James A. Naddeo

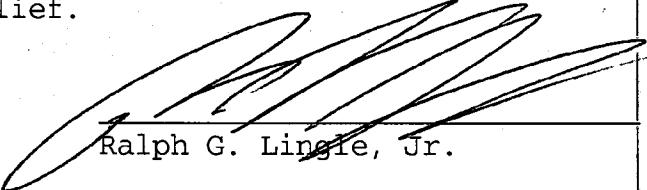
James A. Naddeo
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA)

ss.

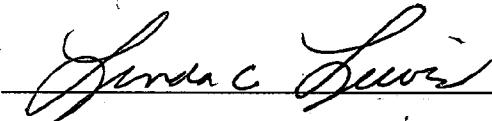
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared RALPH G. LINGLE, JR., who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of his knowledge, information and belief.



Ralph G. Lingle, Jr.

SWORN and SUBSCRIBED before me this 4th day of May, 2009.



Linda C. Lewis

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2011

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

*

*

*

* No. 08 - 1004 - CD

*

*

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*

*

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer to New Matter was served on the following and in the following manner on the 6th day of May, 2009:

First-Class Mail, Postage Prepaid

Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan
15 North Front Street
PO Box 1
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Defendants

FILED

MAY 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 13 2009

01/10/30/09

William A. Shaw

Prothonotary/Clerk of Courts

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

3 (S)mt to Att?

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: MOTION FOR ORDER DIRECTING
RALPH G. LINGLE and DENNIS C. :
LINGLE, : PARTITION OF REAL PROPERTY
Defendants: AND ORDER

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
vs. : NO. 2008 - 1004 - CD
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :

**MOTION FOR ORDER DIRECTING PARTITION
OF REAL PROPERTY**

Plaintiff, Lawrence M. Riddle, Jr., by his attorneys, Belin, Kubista & Ryan LLP, moves the Court pursuant to Pa. R.C.P. No. 1557 for the entry of an order directing partition of the real property described in Plaintiff's complaint according to the interests of the named parties as alleged in the complaint, a copy of which is attached as Exhibit "A."

The basis for Plaintiff's motion is that the Defendants have filed an answer admitting the essential allegations in Paragraphs 7 through 9 of the amended complaint. A copy of Defendants' answer to amended complaint and counterclaim is hereto attached as Exhibit "B."

The issues involving contributions are set forth in the counterclaim in Exhibit "B," the answer to counterclaim and new matter, a copy of which is attached hereto as Exhibit "C," and

the answer to new matter, a copy of which is hereto attached as Exhibit "D."

WHEREFORE, Plaintiff moves Your Honorable Court to enter an order that partition be made to the following named parties:

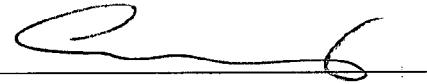
Lawrence M. Riddle, Jr. one-third (1/3rd) share

Ralph G. Lingle one-third (1/3rd) share

Dennis C. Lingle one-third (1/3rd) share.

BELIN, KUBISTA & RYAN LLP

By


Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: AMENDED COMPLAINT
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

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

Exhibit "A"

MAR 06 2009

Attest,



William C.
Prothonotary/
Clerk of Courts

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

LAWRENCE M. RIDDLE, JR. :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

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 defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

AMENDED COMPLAINT

AND NOW, comes Plaintiff, Lawrence M. Riddle, Jr., by and through his attorneys, Belin, Kubista & Ryan, LLP, and files the following amended complaint in partition:

1. Plaintiff, Lawrence M. Riddle, Jr., is an individual residing at 27380 North 59th Street, Scottsdale, Arizona 85266 ("Lawrence").

2. Defendant, Ralph G. Lingle is an adult individual residing at 1100 Martin Street Extension, Clearfield, Clearfield County, Pennsylvania 16830 ("Ralph"); and Defendant, Dennis C. Lingle, is an adult individual residing at 1221 Riverview Road, Clearfield, Clearfield County, Pennsylvania 16830 ("Dennis").

3. Vera J. Lingle ("Vera"), prior Plaintiff, and Defendants acquired certain real estate in Girard Township, Clearfield County, Pennsylvania, as described below, and all

the interests of the parties in the property are held as tenants in common and are undivided.

4. Vera and Ralph acquired title to the property known as Linglewood Lodge by deed of Linglewood Lodge, Inc., dated September 17, 1998, and recorded in the Office of the Recorder of Deeds in Deeds and Records Book Vol. 1971, page 410, wherein said Linglewood Lodge, Inc., conveyed all that certain lot or piece of ground as situate in Girard Township, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a chestnut stump being the northwest corner of the land now or formerly of Hubert Leigey; thence South four (4°) degrees fifteen (15') minutes West one hundred fifty-two and five tenths (152.5) perches to line of Warrant No. 1927; thence West along said warrant line sixty-two and six tenths (62.6) perches to a stake and stone; thence North four (4°) degrees thirty (30') minutes East one hundred fifty-two and five tenths (152.5) perches to a stake on the line of land formerly owned by Peter Brown; thence East along the Peter Brown property sixty-one and seven-tenths (61.7) perches to a chestnut stump and place of beginning. Containing fifty-five (55) acres and one hundred forty-four (144) perches.

("the premises").

Defendant Dennis acquired his interest in the premises from Benson H. Lingle by deed dated April 11, 2006, and recorded in the Office of the Recorder of Deeds of Clearfield

County as Instrument No. 200616854. That Vera conveyed the premises to herself and her children by a deed dated January 29, 2007, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200701335; that Vera and her children reconveyed the premises to Vera by a deed dated April 30, 2008, and recorded in the Office of the Recorder of Deeds of Clearfield County in Instrument No. 200808134.

5. Vera conveyed the premises to Lawrence by deed dated October 17, 2008, and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument No. 200817323. Vera also assigned her rights in and to this partition to Lawrence as a part of said deed.

6. That as a result of the change in the ownership present Plaintiff and prior Plaintiff filed a motion to amend the complaint and that the Court of Common Pleas of Clearfield County entered an Order on March 5, 2009, authorizing and directing the amendment of the complaint and this amendment is being filed pursuant to said Order.

7. That as a result, the premises are being held as tenants in common in the following proportions: one-third (1/3rd) to Lawrence; one-third (1/3rd) to Ralph; and one-third (1/3rd) Dennis.

8. No person other than the parties to this suit has any interest in the property, which is presently in the possession of Defendants Ralph and Dennis.

9. No partition or division of the property has ever been made, although Plaintiff has requested the Defendants to join with him in making one.

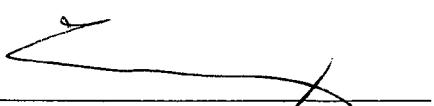
WHEREFORE, Plaintiff demands that:

(a) the court decree partition of the real estate;

(b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real estate; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the court may direct;

(c) such other and further relief be granted as the court deems just and proper.

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Jr. Esq.
Attorney for Plaintiff

Commonwealth of PA

~~STATE OF ARIZONA~~

COUNTY OF *Clearfield*

: SS.

:

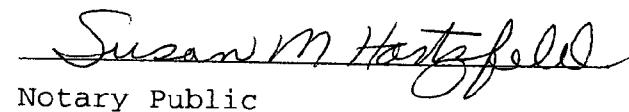
Before me the undersigned officer, personally appeared **LAWRENCE M. RIDDLE, JR.**, who being duly sworn according to law, deposes and says that the facts set forth in the foregoing Amended Complaint are true and correct to the best of his knowledge, information and belief.



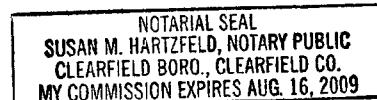
Lawrence M. Riddle, Jr.

Sworn and subscribed before me this 6th day of

March, 2009.



Notary Public



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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C.
LINGLE, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Amended Complaint in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 6th day of March, 2009:

Ralph G. Lingle
1100 Martin Street Extension
Clearfield, PA 16830

Dennis C. Lingle
1221 Riverview Road
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

RECEIVED

APR - 6 2009

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
* No. 08 - 1004 - CD
*

* Type of Pleading: -

* ANSWER TO AMENDED
* COMPLAINT AND
* COUNTERCLAIM
*

* Filed on behalf of:
* Defendants

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820
*

* Naddeo & Lewis, LLC
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

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

Exhibit "B"

APR 03 2009

Attest.

Wendy
Prothonotary/
Clerk of Courts

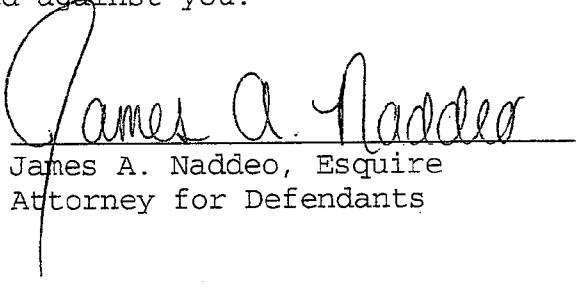
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LAWRENCE M. RIDDLE, JR., *
Plaintiff, *
*
v. * No. 08-1004-CD
*
RALPH G. LINGLE and DENNIS *
LINGLE, *
Defendants. *

NOTICE TO PLEAD

TO THE PLAINTIFF:

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



James A. Naddeo, Esquire
Attorney for Defendants

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

LAWRENCE M. RIDDLE, JR., *
Plaintiff, *
*
v. * No. 08 - 1004 - CD
*
RALPH G. LINGLE and DENNIS *
LINGLE, *
Defendants. *

ANSWER TO AMENDED COMPLAINT AND COUNTERCLAIM

NOW COME the Defendants, Ralph G. Lingle and Dennis C. Lingle and by their attorney, James A. Naddeo, Esquire set forth the following:

ANSWER TO AMENDED COMPLAINT

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

4. Denied in so far as it is alleged that Vera Lingle and Ralph Lingle acquired title to the property known as Linglewood Lodge by deed dated September 17, 1998 and recorded in the Clearfield County Recorder of Deeds in Deeds and Records Book Vol. 1971, page 410 and to the contrary it is alleged that Vera Lingle and Ralph Lingle each acquired an undivided one-third interest in said property by virtue of the September 17, 1998 conveyance. Paragraph four is otherwise admitted.

5. Admitted.
6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

COUNTERCLAIM

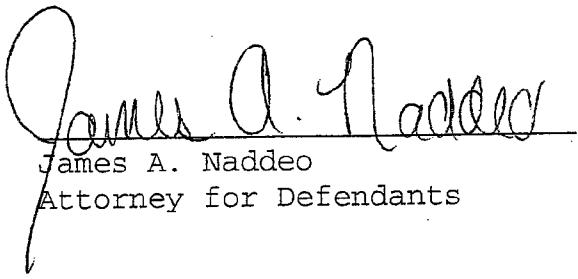
NOW COME the Defendants and bring this counterclaim against Plaintiff upon the allegations hereinafter set forth:

10. That Defendants, Ralph G. Lingle (Ralph) and Dennis L. Lingle (Dennis) have advanced substantial sums of money toward the preservation and maintenance of the property which is the subject of this action.

11. That an accounting for the expenses incurred by Ralph and Dennis totaling \$43,251.55 is attached hereto as Exhibit "A".

12. That neither Plaintiff nor his predecessor in title have made any contribution to the expenses incurred by Ralph and Dennis toward the preservation and maintenance of the subject property despite their demand for contribution.

WHEREFORE, Defendants claim owelty from Plaintiff for Plaintiff's proportionate share of the sums expended by Defendants toward the preservation and maintenance of the subject property in the amount of \$14,417.18.


James A. Naddeo
Attorney for Defendants

V E R I F I C A T I O N

I, Ralph G. Lingle, JR., Defendant verify that the statements made in the foregoing Answer To Amended Complaint and New Matter are true and correct upon my personal knowledge or information and belief. 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.

By:

Ralph G. Lingle, JR.

Dated:

April 1st, 2001

4/18/88 Snappy's (West End)

DO

20

CCV

MAY 07

JUNE 07

PAD

PO	Food - Tom D. (Paragon Sales)	95.59
PO#11	Fuel - Kwik Fill	31.52
PO#12	D. Aman. New Cat. #295000	15.00
PO#13	Tom Linde Repair Gateduct	32.50
PO#14	Lowes Repair Box Tape	10.84
PO#15	Wore Fuel (Hechler)	10.84
PO#16	Jace Anderson (Stone) sc 121	11.13
PO#17	Wore Fuel (Lubmark)	18.24
PO#18	Tom Linde USED (See Repac)	8.00
PO#19	ROL III Debris Removal	9.50
PO#20	Lowes Kats / Repair	149.84
PO#21	Lowes Kats / Repair	11.51
PO#22	Lowes Paint (green) - rotten	3.00
PO#23	Drake Nelson (Gigate) Box Mapet	11.00
PO#24	Kwik Fill wore Fuel	12.50
PO#25	Kwik Fill - wore Fuel & Paragon	20.00
PO#26	Wore Fuel (Food) Paragon	12.50
PO#27	McDonalds - Paragon	14.00
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JULY 07

AUGUST OUT (DUE ADVANCE)

Paid

DUE PAID TILL 8/20

Paid

7/9	Jim Snyder - Ted Swartz - Repairs & Entrance (Flooding)	3,857	8/15	1/150	-	285
7/11	TO Twp. Rd. - Per Trip. Request	11	11	11	-	220.75
7/14/00						
7/13	Fuel Sheets - mow/Power D. Aman	30	11	11	11	42.39
7/13	Fuel - Mow/Gen Power Kunkel	4/155	11	11	11	4/13.42
7/14	Walmart - Repair Snakes	105.92	8/17	Kunkel Fuel (T.D.S) & cans	11	85.72
7/15	Vetizon 4B10 NOT Dell	4/15	11	11	11	4/14.00
7/16	Lawes Large Supply delivery	56	8/18	STREETZ FUEL mow	11	58.00
7/14	Kunkel Fuel work	100	8/19	STAPLES (STATIONERY) 100	11	105.00
7/13	D. Aman - Serv. manure (DUE NOV 4 @ 300 ⁰⁰)	33.15	8/19	Kunkel Fuel work Fuel	11	28.65
	NOTE: Gave Dove (DUE NOV 4 @ 300 ⁰⁰)	33.08	8/15	CHoice (work Fuel) Hechel	11	94.26
7/16	Fuel (Hechel) (Ans)	33.08	8/16	Kunkel Fuel (TRACTORS) <u>ALL</u>	11	76.50
7/13	Kunkel Fuel (water/Septic pay)	12				
8/12	Postman's office (copy's)	11.00				
8/12	Kunkel Fuel (T.D.S) <u>STATE</u>	10				
8/12	De G (CARTAGE)	55				
8/13	Kunkel Fuel (1 ton)	10				
8/14	Walmart (PAPERWORK) <u>ESTIMATE</u>	11				
	Give away	11				
8/14	Walmart (LANDSCAPE) (1/25.00)	22.50				
8/15	Kunkel Fuel (FUEL)	50.00				
8/15	STATE Prep For Give At 1/25	23.50				
	STATE OWNERS					
	Dave Aman					
	Bob Hechel					
	Dale / Tody Ruel / Ral. (Larson)					

NOTE: FUEL COST INCLUDES: OILS / FILTER

AND TIRE REPAIR

Continue —

END A/U 07 - Sept 10	8/30	9-15-07	Kuik Fuel (Fuel)	51.00
Unelco		4b 39	9-16-07 Laundry mat (Laundry)	14.25
DISH (Fu)		5b 00	9-17 Laundry (Laundry 3/18) rear chores	19.55
Deb Garbage m/o (Wk)		100	9-18 D & G Sanitation Sept 10ct	55.00
DAVE A. (Fuel) 2 Share 11-74	311.74	9-19 DISH TV Sept/act	42.39	
Kuik Fuel (Fuel) & Share (Fuel)	80.11	Paid	70.00	
He/H Plumbing (Fuel) (Fuel)	52.1			
Kuik Fuel - work fuel	10.32			
POSTAL - m/o	58.74			
Loes (Chais, lipid), Tacon P.	3.5	9-30-07 DAVE NELSON (Bookwork)	50.00	
POSTAL	108.00	(Denn, no chgs & TDL)		
9-4 D. AMON (Cmb/fuel)	108.00 + 100.47	9-30-07 DAVE Amon	70.00	
1 Sheerz Fuel 5130 oil (4)	60.37	9-30-07 SHEETZ Fuel (Sheerz) (now) 34.00	34.00	
ESTATE - Shawn/sheri Downs (Cmb/	511.00	9-30-07 He/H Plumb. Supplys (BARTH NELSON)	190.00	
WALMART - (off. supplies)	21.98	9-30-07 Replace (A) Toilets & Hardware - Repairing		
9-5 (9/10) D. AMON (Gas) (Wk) 4.00	10.00	9-30-07 KARLSEEE (D. NELSON) - (BB. 30.00) 30.00		
9-6 Bob Hechel (Gates) Fuel tank (21.00) 25.00	23.00	9-30-07 KARLSEEE (Fuel) (10.00) 10.00		
9-7 Kwik Fuel (Fuel) Ralph III - Hechel (11)	1.85	9-30-07 Loes (Fuel) - Plumbing - 4.12		
9-8 POSTAL -	56.00	9-30-07 DAVE Amon - PAID (30.00) 30.00		
9-9 SHEETZ (Wk) Fuel 85-30 oil (Fuel) 56.00	11	9-30-07 DAVE Amon - PAID (30.00) 30.00		
6th change (Chairs) oil / mixers	89.00	9-30-07 Bob Hechel (Fuel) 10.00	10.00	
VERIZON (Bus 475) Lodge (Fuel)	30.00	9-30-07 DAVE NELSON / A. Fuchs - No chgs		
9-10 SAND BROS (Tire Rep) OTDEN (Fuel)	30.00	9-30-07 DAVE NELSON - 50.00		
9-11 (PAID) & BEEBEE (Fuel)		9-30-07 DAVE NELSON - 50.00		
SUP. NOT 1/295.96		9-30-07 Gandy (Fuel) 45.00 (Tires) 45.00		
MC GARRY TRACTOR 3.3.01	10.00	10-2-07 BISON MARSHAL (Cleaver) (200.00) 200.00	200.00	
DAVE NELSON 8.3.01	50.00	10-2-07 MC GARRY TRACTOR 200.00	200.00	
9-10 Unelco	10.32	10-3-07 BISON MARSHAL (Singer) 23.00	23.00	
	10.00	Bob Hechel (Singer) 50.00	50.00	
		Total Paid 410.00	330.34	
		Items	330.34	

OCT. 07

NOTE: SALE OF "Mickey Moore" 33+ ACRES
All Money's HELD IN Escrow BY
NADPOO —

OCT. / 07

NOTE: INCREASE IN ManHOUR Time RATES / Fields.

	(per BL)	OCT. —	NOTE: INCREASE IN ManHOUR Time RATES / Fields.
10/3 Bob Heichel (540s) 3.5 HR \$100	50-	10/20/07 Kwik Fill	54.60
10/4 Kwik Fill Chevco Supply	29.00	11/1 Dave Amon 3 hours	100.00
11 Lawes (Sausage & Supply)	65.81	11/1 Austin Amon 3 hours	42.39
11 WALMART (Sausage Pan)	30.69	11/1 DISH TV	46.00
11 Post Office M/P/S & Certified Mail Pay	12.31	11/1 DeLo Sanitation	85.74
10/5/07 A. Fricker 3 hours (70.00)	10.00	11/1 Orange Mutual FIRE PROV	55.00
(240) B. Heichel 3 hours (70.00)	10.00	11/13a - 3/11/08	285.00
work (Mowing & TRIM)		OCT. — 3.00	1393.23
10/6/07 NAPA - TRACTOR OIL & TRACTOR LUB	5.94		5.94
11 TK Stop (Gas Cans 2.00)	7.00	10/18/07 LESS #850 "DOLBEAR"	850.00
10/14 Lawes - Repair Bunkers 1/2 hour	16.98		
11 Lawes - 11 DOLBEAR	5.13	11/12/07 (PAID)	
11 WALMART 3 hours	10.25	ACC. BAL DUE TO U	1543.23
NOTE: WATER LEAKS FROM TOILET		OCT. —	
Plumbing cause wet over flow From Septic Tank below		NOTE:	
Garrett's Quarter's Tractor	40.30	RECEIVED 11/5/07 — 16500	
10/8 Kwik Fill 450 Tractor	50.00		
10/8 Dave Nelson (Bunk Agt & ET AL)	42.09	SHIRE ENTERPRISES	
10/10/07 Bell VETZAN PHONET	42.00	SCAMP DAVID DR #1400	
10/13/07 Kwik Fill - 450 Tractor	60.00	De Post FRT Commonwealth Bank	
10/13/07 Aucter - TRACTOR 1/2 hour	10.00		
12-15 gal - DAY			
10/13/07 Dave Amon	10.00	OCT. LESS — 543.23	
10/13 Post	4.20		
10/17/07 NAPA - REPAIR HYDRAULIC on truck	32.00	11/14/07	41456.77
10/17/07 Street 2 Fuel - Gas - Diesel	53.00	11/14/07	

NOV 07 41456.77

Credit Card Voter # 44456.77

11-1-07	Kunk Fuel	Tractor 450 Cans	400- 40.25
11-2-07	DAVE AMAN / Austin	Aman CASH 100.50	
	maxitrum - drain ditches - pipes		
11-3-07	Fuel		25.25
11-4-07	D. Aman / Bob Hecke & Lowes		200.00
	Repair Roof "Shawville (2) bliz"		82.39
11-7-07	Version		
11-10-07	DAVE AMAN - CASH		25.00
11-11-07	Lowes - Pipe to Boiler		66.64
11-12-07	Kunk Fuel (fuel) Adams		73.88
	NOTE: per Ralph - new jobs GAVE ALPH Keys to him		
11-13-07	FUEL oil mix (Lowes) 100		100
11-18-07	Fuel oil long		18.91
	Hydraulic Fluid - Brake Repair 91%		
	Repair CUNK-FIX Brake line		
	Still breaks -		
11-19-07	Lowes (windshield blending)		18.91
11-20-07	Robert Hecke (winders)		15.00
	Storm windows / plastic to fix		
	shattered out / ties speaking in		
	Badent NO HELP		
	Stearns not Carl Funes (keys)		
11-21-07	Ralph JR / Fricke / Hecke		105.00
	D. Adams		0.00
11-24-07	Lowes		52.00
11-25-07	Kunk Fuel - FINAL 450 - Tractor		245.55

RENTALS - SORRY

RENTALS - SORRY

Lodging REAR		Report	December 07	
LODGING	NOV 07	CARRY OVER	1501.22	Credit Remaining - # 397.02
11-14-07	Lowes (Roof leak repair)	47.96	12-4-07	Lowes 2x6s & Casing Tile
11-15-07	Bob Hechel	413.00	12-4-07	Fricke / Hechel Clean up & Repair door frame Party
11-15-07	A. ERICKSON	45.00	11-16-07	POSTAL - VERA CERTIFIED
11-15-07	Ralph L. III	15.00	11-16-07	10.29
11-15-07	Shawn Owens	50.00	11-16-07	9.81
11-16-07	UNELCO - Electric	111.00	11-16-07	12.39
11-25-07	DISTT NET - TV	112.00	11-16-07	11.00
11-25-07	Debo Garbage	140.00	11-16-07	112.39
11-25-07	DAVE AMON	15.00	11-16-07	20.00
11-28	ED NACHMAN (Crown	300.00	11-16-07	
11-28	REPAIR ALL Casing Tile	300.00	11-16-07	
11-28	SAPP BROS	100.00	11-16-07	
11-28	DAVE AMON	100.00	11-16-07	
11-30	WORK FUEL	22.05	11-16-07	
<u>CREDIT</u>				
12-14-07	Lowes (Caulk gun)	24.14	12-16-07	52.50
12-14-07	Bob Hechel / Fricke help	14.85	12-16-07	
12-16-07	1/2 Road Fix & Clean up	110.00	12-16-07	
12-16-07	DAVE AMON - Roads / Loppe work	15.00	12-16-07	
12-16-07	FUEL	4.60	12-16-07	
12-16-07	POPS FAB	13.80	12-16-07	
12-16-07	Lodge Laundry - Suds	11.00	12-16-07	

Def - ~~Balance~~
Prest

12/1/81	HEIGEL / FRICKE - LABOR	28.00
	DALE ADAMS - Clear Snow	
	- Clean out Garage now	
	From Snowmobile now	55.00
	Work to clean beach chairs	
	and Ashes - weepers	
	From Jamie - ADAMS	
	From window	
	By LVR	
	END OF DEBON	
	END OF RENTAL	
	JOHNSON RENTAL	
	NOT COUNTING EX RENTAL	
	NO FUEL DRAWS	
	OR FDR	
	NEGATIVE BAL	\$0.76

JANUARY 2008

EXPENSE

DEC 07	January	Amount	Ref. No.
1-3-07	FUEL KwikFuel	10.10	114012
"	Diesel - SKID STEER		
1-3-07	FUEL (KwikFuel)	10.10	114012
"	SKID STEER - SNOW REM.	50.00	
1/1	Lumberjack Tractor (parts) -	73.25	
1/3	House Repair of SKID STEER	10.00	
5.00	hours / D. AMON / R. HICKID		
1-3	MAPS - COURTHOUSE	105.00	
"	PARAGON ext		
1-2	MAPS (CASA LA)	49.20	
1-2	FUEL (KwikFuel) SKID STEER	40.00	
1-8-08	UNEKEE	89.78	
"	Refuse Del	55.00	
14	DISINFECT	12.39	
	POSTAL	15.00	
1-11-08	KwikFuel (diesel)	11.20	
"	House - Repair of back door	95.11	
1-12	100\$ MTR. D. AMON / D. REPAIR MTR.	10.00	
	SPRING HOUSE VALUE (WELL)		
"	Temporary Fix		
	WORK ON PART. ELEVATOR		

LANDS

Credit

HT-B / 08

MARCH 08

3/10 DAVE ARMEN - Plow

3/10 Deb Garboe Refund - 55.00

3/9 DISH TV COMMUNICATIONS - 45.50

3/9 United Electric - 83.69

3/9 Verson - 39.39

DL / A. FRICK - 0

Clean SNOW

154cc 154cc

3/18/08 FUEL FROM

BETHANY FUEL CO

By DL

NOTE: Service will not deliver

Note: we owe Satherne BLC

AND I PAID FOR PLUMBING
REPAIRS EST @ \$100

BAL. OWNED DL # 763.41
3-31-08

OWED CARRYOVER - 763.41

OWED CARRYOVER

APRIL 1808

~~HELP! get lost in
DANGER~~

5/4/68 DIS H

- DLL/AF - Now - Clean up - REPAIR

5/5/82 Fuel

5/19/56 Fuel sheet

5/18/08 Austin Westrich

5/23 ~~Clearing~~ May

51301 DAVE AMON

DOOR

100

Ottawa

1.0 ~~2.0~~

1014 MA

100

OWED CARRYOVER - 763.41

OWED CARRYOVER

APRIL 1st - MAY 31st

\$183.44

HELP
Over most
5

(4-29 To 5/4/68) DAVE AMON
200
55.00

- DLU/AF - Now - Clean up - REPAIR

11 ELECTRIC

120.00

FUEL
4/27 - \$12.00

5/5/68 Fuel
5/12 Fuel " " " "

5.82
29.00
36.44

5/18/68 Fuel
5/19/68 Fuel
sheet

100.00
100.00
100.00

5/18/68 Austin Webster (Pawan) -
Clearing May

70.00

5/30/68 DAVE AMON -
Stop Broadcasts - \$40.00

40.00

HELP
Over all

NO CHARGE
List Due
For 0045

110.00

NO MONEY

NO CHARGE
List Due
For 0045

110.00

DLU/AF / R/H

50

110.00

Clean up

50

110.00

OVER

TOTAL \$ 813.44

110.00

JUNE 08

RALPH 12044 JUNE 08
CREDIT 12-FILE 5/27/89 114

DUES TRAVEL JUN 08

FIGHT

7-1-08	Justin Worcester (Gas)	cash	30.00
Austin	"	cash	0.00
Dave Amor	"	cash	0.00
Fuel	Sheets	mis	1.00
Fuel	-	mis	1.00
7-4	Justin Worcester (Gas)	cash	10.00
7-7	Justin Worcester (Gas)	cash	10.00
FUEL	TRACTOR	mis	50.00
SPARK	PLUG	mis	48.52
MARTINS	PAPER	cash	2.12
C. SNACKS - VARNISH	PAINT	cash	31.00
WALMART	KEYS - RGL	cash	6.00
Kwik Fill		cash	20.00
WALMART	COFFEE	cash	31.077
(NOTE: Potential Buyers on property)			
7-10-08	Extra Expense	cash	15.33
7-14-08	Sheets	Fuel	0.20
D. Amor	Justin	"	15.00
FUEL	CANS	mis	15.00
7-16	Sheets	mis	5.00
7-18	United	Electric	1.00
Fuel	Sheets	mis	10.00
Fuel	Kwik Fill	mis	19.50
Fuel	Kwik Fill	mis	10.00
7-29	Dave Amor	Gas	150.00
7-29 (Austin Worcester)	Gas	10.00	
Sheets	Gas	150.00	
MIX BANS	Sheets	20.00	
		1210.02	

AUG. 08

107 AL - \$13.50, 24 L - 1/2 - 675.12

8-8	FUEL	80.00	QTS.	
8-8	DAVE Amor / Worcester man	150.00	M/L	
8-8	Kwik Fill - Lodge	30.00		
8-12	Street Fuel INT	20.00		
8-14	STORM LINC TR - Gato	40.00		
8-15	D. Amor. 3 man	100		
8-15	SNAPPY'S Fuel	19.50		
8-18	Dee's Garbage	35.00		
8-18	D 19 ft. Tug Boop	45.00		
8-18	Orange Tr. S - C	300		
8-19	OPTIM A Fuel			
8-19	3.9. Tractor & (2) MANS	132.50		
8-19	OPTIM A - CANS	32.32		
8-23	Fuel Gato	20		
8-28	Fuel Gato	9		
8-28	DAVE Amor man	125		
8-28	Destin Worcester man	50		
	Repair East Gate			
	Work @ Water Leaks			
	2 OPT	350.00		
	Hotage Gato	1		
	NOTES: EXTRAS COST THIS			

SEPT 08

09.90

9-1	FUEL	Kunkel Fuel	
9-3	Atmoscan	Snack Repairs	2.0
9-6	Ground Hob	in Lodge	-
9-6	Sheet	Fuel Cans & Amontek	100
9-8	Unleaded	- Gas.	0.1
9-8	Dist	Communications	4.5
9-8	Assessment	Off. area	93.20
9-15	WALMART	- Clorox - water	10.94
9-16	Fuel	WALMART - 450 liter	180
9-18	- DAVE	Ames	1.50
		Austin Webster 1/20a	
	USE	450 Tractor - Fall Wk	
	Clear Roads		
	Broken	Glass in Coop (A)	
	Crash	Door Repairs	
	STORM	DAMAGE	
	Roof on entrance	Menie sheet	
	Doors	sheet	
	Gas	Fuel Optima & Hyd. Fuel	95.05
9-19	Post	10 ⁵ Bills (local)	2.10
9-19	WALMART	- Fuel cans	21.20
9-20	BH	Forna - Jeep 500	50.00
	BIO WORK	Free - just chem	50.00
9-23	POST	7V	2.75
9-23	POST	7V	2.75

May 20

103	111 Kunk Fuel	1130	342.00
113	Loves - Lumber (Window Lattice)		34.50
115	Sheet Fuel		122.00
119	Dave Amos - M/ester		150.00
	Off Money orders - Bills - Strancony		9.45
1110	Kust Fuel	120.00	
11/21	SNAPPY'S Fuel / Oil	1100	
	Repair Gate (Door) (DRILLING)	50 -	
	Service Mower (ext) For Storage	41.00	
11	ABNEY - Pest Control		
	Plow Roads / Deliver Fuel Need		
	To Town in Fleet TK		
11/22	GRANGE INS - Quarter	285	
	DISHES News	51	
	UNITED Elec w/ Balance Hont		
	WATER TANK	130.84	
11-23	Debs NOU - Debris Grub	55 -	
	MARTINS Fuel Can (Antifreeze)	310.00	
11/25	Di. Gasons	115.00	
	Extra Labor - Help to		
	Winterize Equip ect.		
11-24	Kunk Fuel - Tamuning	33.57	
	NOTE: Large Group of Pittsburgh Hunters Vandalize Gate C. Lodge - Report to Police		
		1430	36
		1115.18	
		115.00	

DEC. 2008

12/15	Kite Fill	39.40
12/18	Deb Sanderson DEC 11AM	140
12/19	DISH - Tech. Storm Dam	60
12/19	Kite Fill CAN	—
12/19	OPTIMA - Walmart Fuel	116
12/20	D. AMON et al. PAINT (SILVER)	200
12/22	PROLERY - ICE melt - PAINT - lot	48.18
12/22	D. AMON / kitchen - ICE damage - leak	160.00
12/31	ROOF - OFF KITCHEN -	60
12/31	Deb Sanderson (Cover Fill)	30
12/31	EXTRACTOR - CARPET	89.58
12/31	DRILL - Repair - PAINT - 1/1.09	89.58
12/31	WESBORG - LOWES - PAINT	49.95
12/31	CABLE (HCAT) FOR PREMI	49.95
12/31	Further Damage	—
NOTE: FILE TOTAL		1,860.86
NOT PAID YET		\$4
1100.00 / 1,004.00		

TRANSACTIONS

DATE	TRANSACTION	AMOUNT
1-1-09	Vandalism Damage - Polvo "R" sign	12.48
1-3-09	Alum. Sheet - 1/4" - 1/2" - 1/4" - 1/2"	67.00
1-3-09	Work on Plumbing D.A.D.	100.00
1-5-09	FUEL - SAPP Broo D.W.E.R.	30.50
1-7-09	D. Aman - Plow truck to inside	
	RAD TOW FUEL TRUCK to laundry	
	WORK on main GATE R.D.O.A.R.	
1-9-09	Sheetz Fuel (Ans)	150.00
1-9-09	GOAL - Pennant	120.70
1-13-09	Fuel Cans MARTIN S	22.22
1-15	TOM L. IN G.R. - Ent. /num Bar	412.00
1/19	Bob Heebel - Power Out	
	Pipe Freeze / Break	
	Gas Hr. - Part	
	Bob Heebel Fuel	20.50
	Bill Aman / Heebel	50.00
	Gas Hoses	
	REPAIR NOT COMPLETE - LACK OF FUND	
1/29	DISH - Water Power Loss	46.22
1/29	Dave Aman - Gate Vandalism	50.00
1/29	INSURANCE Range	98.50
1/29	Electric	155.17
2/9	J. J. POCO TO C/	171.34
	NOTICE AS DEBT	

FERB 2009

1-5 Del Refuse	55.00
2/9 Agway 1-00	35.70
2/9 D. Amico & Fuel (Kankakee) 200	
2/9 Twp. Vehicle / Plow 400	
2/17 Wooster Boys (Per Ralph) 15.00	
2/17 D. Amico - Plus - Shallow Repair - Partial Water Lines 10.00	
2/18/09 Fuel (Plow) 10.00	
+ Work on Gate (Vandalism) D. Amico 219	
2/24 Garbage	55.00
2/25 Telephone	127.20
2/25 Dist. News	145.00
3/28 Fuel - Shetz (Gas) - 16.00	
3/28 Reimburse - D. Amico	
Fix Sale Sign	
Total Feb	748.90
MOTS: Heat Fuel Due	
Note: NO PAYMENT TO D.L.	

Mar 09

3-5-09 - Fuel D. A. Mow
3-10-09 Sheetz in
3-18-09 A man Gate debris
Clean up in Downspout drain
Pitches the pipes from LL

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

*

*

*

* No. 08 - 1004 - CD

*

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*

*

*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer to Amended Complaint and Counterclaim was served on the following and in the following manner on the 3rd day of April, 2009:

First-Class Mail, Postage Prepaid

Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan
15 North Front Street
PO Box 1
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Defendants

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: ANSWER TO COUNTERCLAIM AND
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

Exhibit "C"

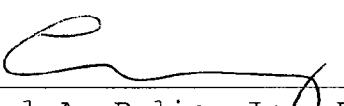
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C.
LINGLE, :
Defendants :
:

NOTICE

You are hereby notified to plead to the within New Matter
within twenty (20) days of service thereof, or default
judgment may be entered against you.

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr. Esq.
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

ANSWER TO COUNTERCLAIM
AND NEW MATTER

AND NOW comes Plaintiff, Lawrence M. Riddle, Jr., by and through his attorneys, Belin, Kubista & Ryan LLP, files the following answer to counterclaim and new matter, and in support thereof avers as follows:

ANSWER TO COUNTERCLAIM

10. Paragraph 10 of the Counterclaim of Defendants is neither affirmed nor denied as the means or knowledge of ascertaining the truth of the averment is within the control of Defendants and is deemed denied by virtue of PA. R.C.P. 1029(c), and strict proof thereof is demanded at trial; in further answer thereto, Paragraphs 13 through 18 of Plaintiff's New Matter are hereby incorporated by reference and made a part hereof.

11. Paragraph 11 of the Counterclaim of Defendants is neither affirmed nor denied as the means or knowledge of ascertaining the truth of the averment is within the control of Defendants and is deemed denied by virtue of PA. R.C.P. 1029(c), and strict proof thereof is demanded at trial; in further answer thereto it is neither affirmed nor denied that the exhibit attached is in fact an accounting, as the means or knowledge of ascertaining the truth of the exhibit is within the control of Defendants and is deemed denied by virtue of PA. R.C.P. 1029(c), and strict proof thereof is demanded at trial; and further, Plaintiff has no means of ascertaining whether the entries on the exhibit were for monies spent for the preservation and maintenance of the property as all expenditures were made without the knowledge of Plaintiff and his predecessor in title, and strict proof thereof is demanded as to all entries and their relationship, if any, to the preservation and maintenance of the property; and in further answer thereto, Paragraphs 13 through 18 of the New Matter are hereby incorporated by reference and made a part hereof.

12. Paragraph 12 of the Counterclaim is denied in that Defendants had exclusive possession of the premises, kept the premises locked and neither Plaintiff nor his predecessor in

title had access to the property. Under such circumstances, Defendants received all of the proceeds from the property and based upon exclusive possession, Plaintiff had no opportunity to participate in any decisions as to the preservation or maintenance of the premises and is not liable for any contribution; in further answer thereto, Paragraphs 13 through 18 of the New Matter are hereby incorporated by reference and made a part hereof.

NEW MATTER

13. Ralph and Dennis had exclusive possession of the property in that all access to the property was gated and Ralph and Dennis never provided Plaintiff or his predecessor with keys nor did they make Plaintiff or his predecessor in title aware of the uses or profits generated since the common ownership existed.

14. That Plaintiff is aware that Defendants Ralph and Dennis had the property timbered and withheld from Plaintiff, and his predecessor in title, any accounting, and have withheld his share of the proceeds from the sale of said timber.

15. That Defendants Ralph and Dennis entered into a gas lease without the joinder of Plaintiff and failed to make any

accounting, and have withheld his share of the bonus payment received by them.

16. That Plaintiff believes and avers that Ralph and Dennis have engaged in other activities affecting the value of the premises and may be liable for any diminution of value resulting from their activities.

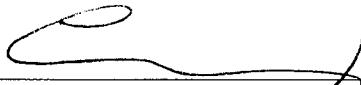
17. That Plaintiff believes and avers that Defendants Ralph and Dennis have participated in other activities and have received sums of money arising from the use of said property and should be required to account to Plaintiff and pay over his share of his share of said receipts.

18. That as a result of the activities of Ralph and Dennis which were withheld from Plaintiff and his predecessor in title and which have caused injuries to Plaintiff, and to his predecessor in title, Ralph and Dennis are estopped or have waived their right to contributions, if any, for such expenses they may have made for the preservation or maintenance of the property.

WHEREFORE, Plaintiff demands that judgment be entered for Plaintiff on the counterclaim and that Defendants account for all activities in relationship to the premises from the date

the parties became joint tenants in an amount later determined following discovery and trial of this case.

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr. Esq.
Attorney for Plaintiff

STATE OF *Arizona* : SS.
COUNTY OF *Maricopa* :

Before me the undersigned officer, personally appeared LAWRENCE M. RIDDLE, JR., being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer to Counterclaim and New Matter are true and correct to the best of my knowledge, information and belief.

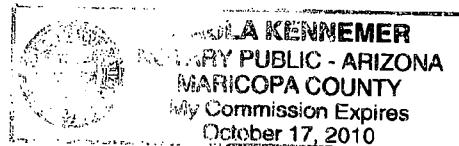


Lawrence M. Riddle, Jr.

Sworn and subscribed before me this 15 day of
April, 2009.



Paula Kennemer
Notary Public



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

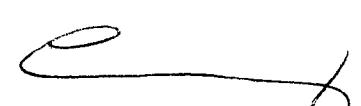
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Answer To Counterclaim and New Matter on behalf of Plaintiff in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 17th day of April, 2009:

James A. Naddeo, Esquire
Naddeo & Lewis LLC
P.O. Box 552
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
* No. 08 - 1004 - CD
*

* Type of Pleading:

* **ANSWER TO NEW MATTER**

* Filed on behalf of:
* Defendants

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* Naddeo & Lewis, LLC
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

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

Exhibit "D"

MAY 06 2009

Attest.

William J. Lingle
Prothonotary/
Clerk of Courts

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

LAWRENCE M. RIDDLE, JR., *
Plaintiff, *
*
v. * No. 08 - 1004 - CD
*
RALPH G. LINGLE and DENNIS *
LINGLE, *
Defendants. *

ANSWER TO NEW MATTER

NOW COME the Defendants, Ralph G. Lingle and Dennis C. Lingle and by their attorney, James A. Naddeo, Esquire set forth the following:

13. Denied in so far as it alleges that Defendant had exclusive possession of the property and to the contrary it is alleged that while one of the entrances to the property was gated there were several other access roads to the property about which Plaintiff and his predecessor in title have full knowledge. In further answer thereto Plaintiff's predecessor in title had ongoing access to the property at which times she removed articles of personal property from the residential building erected on the property with the knowledge and consent of Defendants. In further answer it is alleged that Defendants were unaware of Plaintiff's claim of ownership to the property until the date upon which they were served with Plaintiff's amended complaint. Defendants reasonably assume that Plaintiff is aware of the alternate access routes to the property as was

his predecessor in title. In final answer Defendants deny that they failed to make Plaintiff or his predecessor in title aware of the uses or profits generated since the common ownership commenced and incorporate their answers as hereinafter set forth.

14. Denied. On the contrary it is alleged that the parties predecessor in title, Benson H. Lingle sold timber from the subject property and that all proceeds from the sale of said timber were paid to the said Benson H. Lingle who is believed to have been paid in a lump sum for said timber by Dean Klinger.

15. It is admitted that Defendants entered into a gas lease without the joinder of the Plaintiff. In further answer thereto it is alleged that Plaintiff's interest in the gas was not included in Defendant's lease and that the only payment received by Defendants was for their undivided 2/3 interest in the gas and oil underlying the premises.

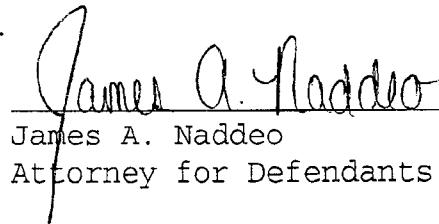
16. Defendants are unable to respond to Plaintiff's alleged state of mind. To the extent that an answer may be required it is denied that Defendants have been involved in any activities that may diminish the value of said property and to the contrary have spent substantial sums of money to preserve the property and its value.

17. Defendants are unable to respond to Plaintiff's alleged state of mind. To the extent that an answer may be

required it is denied that Defendants have received any sum of money for which they would be required to provide an accounting to Plaintiff and to the contrary have expended a substantial amount of money toward the preservation of the property's value.

18. States a conclusion of law to which no answer is required. To the extent that an answer may be required it is denied that Defendant's have engaged in any conduct which would have barred their claim for owelty.

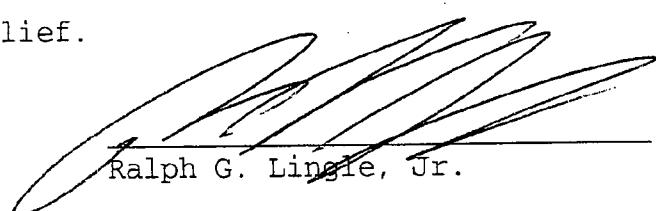
WHEREFORE, Defendants request that Plaintiff's claim for an accounting be dismissed and that the Court award owelty as requested in their counterclaim.



James A. Naddeo
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared RALPH G. LINGLE, JR., who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of his knowledge, information and belief.



Ralph G. Lingle, Jr.

SWORN and SUBSCRIBED before me this 4th day of May, 2009.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2011

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
* No. 08 - 1004 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer to New Matter was served on the following and in the following manner on the 6th day of May, 2009:

First-Class Mail, Postage Prepaid

Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan
15 North Front Street
PO Box 1
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Defendants

VA
FILED 3cc
03-3875 Atty Belin
MAY 14 2009
William A. Shaw *WS*
Prothonotary/Clerk of Courts

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

ORDER

AND NOW, this 14th day of MAY, 2009,
upon consideration of Plaintiff's motion for the entry of an
order directing partition because of Defendants' admission and
it appearing that the complaint has been duly served, that
Defendants have admitted the averments of the complaint and the
relief requested in their answer, it is hereby ORDERED that
partition be made of the lands mentioned and described in the
complaint among the named parties in proportion to their
respective interests, as follows:

Lawrence M. Riddle, Jr. one-third (1/3rd) share
Ralph G. Lingle one-third (1/3rd) share
Dennis C. Lingle one-third (1/3rd) share.

It is the further ORDER of the Court that the parties or
their attorneys are directed to appear for a preliminary
conference on June 12, 2009, at 1:30 o'clock,

AM., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania, to consider the matters set forth in the answer to amended complaint and counterclaim, answer to counterclaim with new matter, and answer to new matter as well as the issues as set forth in Pa. R.C.P. No. 1558.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Judge J. Cunningham". The signature is fluid and cursive, with "Judge" on the left and "J. Cunningham" on the right, separated by a diagonal line.

FILED

MAY 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/14/09

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 Other

Special Instructions:

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: CERTIFICATE OF SERVICE
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

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FILED NO
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S
William A. Shaw
Prothonotary/Clerk of Courts

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

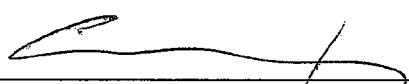
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
VS. :
: :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Motion For Order Directing Partition of Real Estate and Order on behalf of Plaintiff in the above-captioned matter to the following party by postage prepaid United States first class mail on the 15th day of May, 2009:

James A. Naddeo, Esquire
Naddeo & Lewis LLC
P.O. Box 552
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 

Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

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

LAWRENCE M. RIDDLE, JR.

-vs-

NO. 08-1004-CD

RALPH G. LINGLE and
DENNIS C. LINGLE

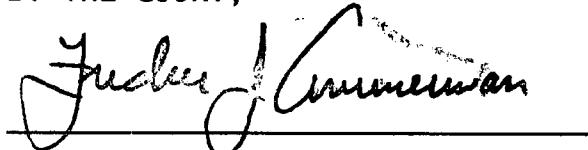
FILED

JUN 12 2009
014:00 *60*
William A. Shaw
Prothonotary/Clerk of Courts
Clerk to Attorney
Review
NARDFU

O R D E R

AND NOW, this 12th day of June, 2009, this being the date and time set for preliminary conference in the above-captioned partition action, it is the ORDER of this Court that the parties shall submit a stipulation, upon which the Court will enter a decree as to the method of sale and will assume jurisdiction of the issues regarding credits arising from the pleadings. In the event the parties are unable to submit a stipulation within this time period, the Court will enter an Order appointing a Master to resolve all issues in the case.

BY THE COURT,



President Judge

Prothonotary/Clerk of Courts
William A. Shaw
July 12 2009

FILED

✓ The Prothonotary's Office has provided service to the following parties:
You are responsible for serving all appropriate parties.

DATE: 6-12-09

Special Instructions:

Plaintiff(s) Defendant(s) Attorney Other
 Plaintiff(s) Attorney Other

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,
v.
RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
* No. 08 - 1004 - CD

FILED

JUL 08 2009
01/2009/w
William A. Shaw
Prothonotary/Clerk of Courts

5 CENTS TO
Anne Brown

GR

* Type of Pleading:

* CONSENT ORDER

* Filed on behalf of:
* Defendants

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* Naddeo & Lewis, LLC
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

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

LAWRENCE M. RIDDLE, JR., *
Plaintiff, *
*
V. * No. 08 - 1004 - CD
*
RALPH G. LINGLE and DENNIS *
LINGLE, *
Defendants. *

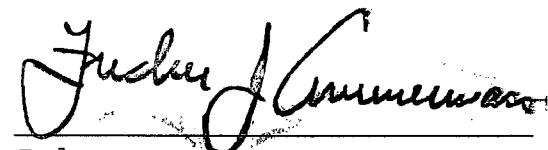
CONSENT ORDER

AND NOW this 8th day of July, 2009, upon agreement
of the parties, it is hereby ORDERED and DECREED as follows:

1. The property subject to the above-captioned action
shall be listed with Amon, Shimmel and Walsh. The
property will be listed for a period of 6 months at
a price to be established by the listing agent.
2. Should the parties receive an offer on the property
within \$10,000.00 of the listing price the property
shall be sold.
3. Should the property fail to sell within the 6 month
period, the property shall be re-listed for another
6 months for \$10,000.00 less than the original
listing price.
4. The property will be listed for sale reserving the
gas and oil.

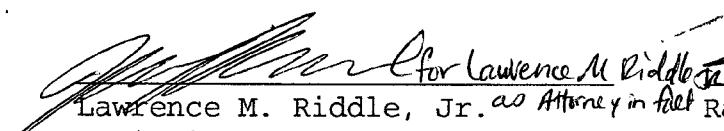
5. The Court will hear the claim for owelty after that property has been sold.
6. The proceeds of sale shall be held in escrow until such time as the Court can hear the owelty claim.

BY THE COURT:



Judge

We, the undersigned, agree to and consent to the above being made an Order of Court.



Lawrence M. Riddle, Jr. as Attorney in fact
Plaintiff



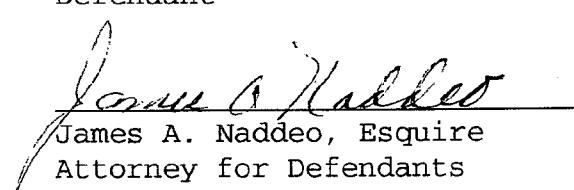
Ralph G. Lingle
Defendant



Carl A. Belin, Jr.
Attorney for Plaintiff



Dennis Lingle
Defendant



James A. Naddeo, Esquire
Attorney for Defendants

William A. Sherry
Prothonotary/Clerk of Courts
SAC-2000

JUL 08 2009
FILED

DATE: 7-8-09
X You are responsible for serving all appropriate parties. To File in Person
The Prothonotary's Office has provided service to the following parties: *Levy, L.C.*
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney Other
 Special Instructor(s)

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: MOTION TO ENFORCE SETTLEMENT
RALPH G. LINGLE and DENNIS C. :
LINGLE, : AGREEMENT AND RULE
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

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FILED
01/10/4370 3cc
NOV 20 2009 Atty Belin
60
William A. Shaw
Prothonotary/Clerk of Courts

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

LAWRENCE M. RIDDLE, JR.,	:	
Plaintiff	:	
	:	NO. 2008 - 1004 - CD
vs.	:	
	:	
RALPH G. LINGLE and DENNIS C.	:	
LINGLE,	:	
Defendants	:	

MOTION TO ENFORCE SETTLEMENT AGREEMENT

AND NOW, comes Lawrence M. Riddle, Jr. ("Riddle") by and through his attorney, Carl A. Belin, Jr., of Belin, Kubista & Ryan LLC, and files the following motion to enforce settlement agreement, and in support thereof avers as follows:

1. That a complaint in partition was filed in the above-captioned action on June 2, 2008, by Vera J. Lingle against Ralph G. Lingle and Dennis C. Lingle ("Lingles").
2. By Order of Court on March 5, 2009, Lawrence M. Riddle, Jr., was substituted for his mother, Vera J. Lingle, as Plaintiff in the matter.
3. That on July 8, 2009, a Consent Order was entered by Your Honorable Court directing the sale of the partition property.
4. That on November 13, 2009, James Naddeo, attorney for the Lingles, and your Movant representing Riddle verbally agreed to settle the entire matter by Riddle selling his one-third interest to the Lingles for Fifty-Five Thousand (\$55,000.00) Dollars, and the parties withdrawing all other issues in the partition action.

5. That James Naddeo set forth the settlement the parties had agreed by letter to Movant dated October 28, 2009, a copy of which is attached hereto, made a part hereof, and marked **Exhibit “1.”**

6. That your Movant by return letter dated October 29, 2009, acknowledged the agreement set forth in Attorney Naddeo’s letter of October 28, 2009, a copy of said letter is attached hereto, made a part hereof, and marked **Exhibit “2.”**

7. That your Movant submitted a proposed deed from Riddle to the Lingles to Attorney Naddeo’s office, who has approved the deed for the transfer.

8. That Movant forwarded said deed that had been approved by Attorney Naddeo’s office to the Riddles, who executed the deed. A copy of the executed deed is attached hereto, made a part hereof, and marked **Exhibit “3.”**

9. That Attorney Naddeo’s office prepared a HUD Statement that showed required settlement funds from the Lingles and the net price to be received by Riddle which was approved by your Movant.

10. That your Movant submitted the approved HUD to Riddle, who executed the same. A copy of the executed HUD by Riddle is attached hereto, made a part hereof, and marked **Exhibit “4.”**

11. That the parties agreed orally that the closing would be held on Friday, November 13, 2009, at the parties’ convenience.

12. That on November 13th, your Movant submitted to Attorney Naddeo a letter setting forth that as the closing originally scheduled for November 13th did not occur and that Movant gave the Lingles until November 18th at 3:00 P..M. to close the matter per the

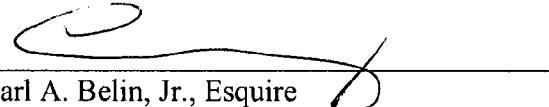
agreement. A copy of said letter is attached hereto, made a part hereof, and marked **Exhibit 5.**

13. That the Lingles did not close this transaction by Wednesday, November 18th and since no closing was scheduled, Movant seeks to enforce the settlement agreement and have the Court schedule a closing before proceeding further for contempt proceedings.

WHEREFORE, Movant requests Your Honorable Court to issue a rule to show cause why it should not enter an order to enforce the settlement agreement and set a closing date.

RESPECTFULLY SUBMITTED,

BELIN, KUBISTA & RYAN LLC

By 
Carl A. Belin, Jr., Esquire

RECEIVED

OCT 29 2009

NADDEO & LEWIS, LLC
ATTORNEYS AT LAW
207 EAST MARKET STREET
P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

JAMES A. NADDEO
LINDA C. LEWIS
Trudy G. Lumadue

(814) 765-1601
FAX: (814) 765-8142
naddeolaw@atlanticbbn.net

October 28, 2009

Carl A. Belin, Jr., Esquire
Belin, Kubista & Ryan
15 North Front Street
PO Box 1
Clearfield, PA 16830

RE: Lawrence Riddle v. Lingle

Dear Carl:

This letter will confirm telephone conversation that we had on today's date. We have agreed to resolve the above-captioned case as follows:

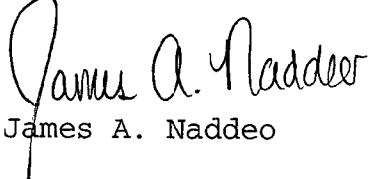
1. Mr. Riddle will convey his undivided 1/3 interest in the surface and improvements to Defendants, Ralph Lingle and Denny Lingle as tenants in common with no right of survivorship.
2. Defendants will pay to Mr. Riddle the sum of \$55,000 less his share of the closing costs. Closing costs shall include one-half of the transfer taxes, prorated real estate taxes prorated and one-third of the realtor's commission calculated at 7% of the gross sales price divided by three or \$1,283.33.
3. Title is to be conveyed by special warranty deed.
4. Defendants' owelty claim will be withdrawn.
5. We will file a joint Praeclipe to settle and discontinue.

Exhibit "1"

Carl A. Belin, Jr., Esquire
October 28, 2009
Page 2

Please confirm so we can set a closing date.

Sincerely,


James A. Naddeo

JAN/arb

Cc: Ralph G. Lingle
Dennis Lingle
Peggy Amon

BELIN, KUBISTA & RYAN LLP

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

October 29, 2009

James A. Naddeo, Esquire
Naddeo & Lewis LLC
P.O. Box 552
Clearfield, PA 16830

In re: Lawrence M. Riddle, Jr. v. Ralph G. Lingle and
Dennis C. Lingle No. 2008-1004-CD

Dear Jim:

Your letter of October 28th is acceptable. Please schedule a closing for this transaction at your earliest convenience. I would like to conclude this within the next ten (10) days.

Very truly yours,

BELIN, KUBISTA & RYAN LLP

Carl A. Belin, Jr.

CABjr:smh

CC: Mr. Lawrence M. Riddle, Jr.

Exhibit "2"

INDENTURE

MADE the 11th day of November, 2009,
between **LAWRENCE M. RIDDLE, JR., and JENNIFER JO SOSNOWSKI**,
husband and wife, of 27380 North 59th Street, Scottsdale, Arizona
85266, hereinafter referred to as the **GRANTORS**,

A N D

RALPH G. LINGLE, of 1100 Martin Street Extension, Clearfield,
Clearfield County, Pennsylvania, and **DENNIS LINGLE**, of 1219
Riverview Road, Clearfield, Clearfield County, Pennsylvania, as
tenants in common, parties of the second part, hereinafter
referred to as the **GRANTEEES**:

WITNESSETH, that the said parties of the first part, in
consideration of the sum of **FIFTY-FIVE THOUSAND AND 00/100**
DOLLARS (\$55,000.00) to them now paid by the said parties of the
second part, do grant, bargain, sell and convey unto the said
parties of the second part, their heirs, executors, successors
and assigns,

ALL their undivided one-third (1/3) interest in and to all that
certain piece or parcel of land situated in Girard Township,
Clearfield County, Pennsylvania, described as follows:

BEGINNING at a chestnut stump being the northwest
corner of the land now or formerly of Hubert Leigey;
thence South four (04°) degrees fifteen (15) minutes
West one hundred fifty-two and five tenths (152.5)
perches to line of Warrant No. 1927; thence West
along said warrant line sixty-two and six-tenths

(62.6) perches to a stake and stone; thence North four (04°) degrees thirty (30') minutes East one hundred fifty-two and five-tenths (152.5) perches to a stake on the line of land formerly owned by Peter Brown; thence East along the Peter Brown property sixty-one and seven-tenths (61.7) perches to a chestnut stump and place of beginning. Containing sixty-five (55) acres and one hundred forty-four (144) perches.

EXCEPTING AND RESERVING unto the Grantor herein, his heirs, administrators, executors and assigns, all the gas and oil lying in, upon, and under the premises herein conveyed, together with the right to remove the same.

AND BEING the same premises conveyed to Lawrence M. Riddle, Jr., by deed of Vera J. Lingle, dated October 17, 2008, and recorded in the office of the Recorder of Deeds of Clearfield County in Instrument No. 200817323.

with the appurtenances: **TO HAVE AND TO HOLD** the same unto and for the use of the said party of the second part, his heirs, executors and assigns forever.

And the said party of the first part, for himself, his heirs, executors and assigns covenants with the said parties of the second part, their heirs, executors, successors and assigns against all lawful claimants **SPECIALLY WARRANTS** the same and every part thereof to Warrant and Defend.

NOTICE---THIS DOCUMENT MAY NOT DOES 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 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. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

Ralph G. Lingle

Dennis Lingle

This _____ day of _____, 2_____

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

WITNESS the hand and seal of the said party of the first part.

WITNESS:

 (SEAL)

Lawrence M. Riddle, Jr.

 (SEAL)

Jennifer Jo Sosnowski

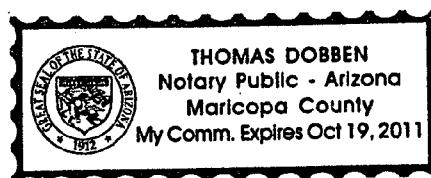
State of Arizona

County of Maricopa

On this 11th day of November, 2009, before me personally appeared Lawrence M. Riddle & Jennifer Jo Sosnowski (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal)

Notary Public



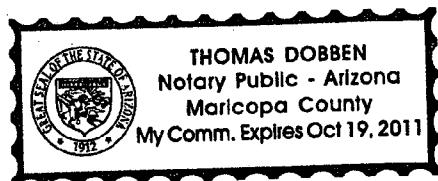
STATE OF ARIZONA

: SS.

COUNTY OF

On this, the 11th day of November, 2009, before me, the undersigned officer, personally appeared **LAWRENCE M. RIDDLE, JR.**, and **JENNIFER JO SOSNOWSKI**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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





Notary Public
My Commission Expires:

CERTIFICATE OF RESIDENCE

I, _____, do hereby certify that the precise residence of the Grantees herein is:

Ralph Lingle 1100 Martin Street Extension Clearfield, PA 16830	Dennis Lingle 1219 Riverview Road Clearfield, PA 16830
--	--

Witness my hand this _____ day of _____, 2009.

Agent/Attorney for Grantees

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan

1. FHA 2. FmHA 3. Conv. Unins.
4. VA 5. Conv. Ins.

B. File Number

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(o.c.o.)" were paid outside closing; they are shown here for informational purposes and not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Ralph G. Lingle, Jr. Dennis L. Lingle PO Box 22 Clearfield PA 16830	Lawrence M. Riddle, Jr. 27380 North 59th Street Scottsdale AZ 85266	CASH

G. Property Location

One-Third Interest in Lodge, 5 Buildings, Garage, and 52.50
Acres

H. Settlement Agent

Linda C. Lewis, Esquire

Place of Settlement

207 East Market Street
Clearfield PA 16830

I. Settlement Date
11/13/2009
Disbursement Date
11/13/2009

J. Summary of Borrower's Transaction

K. Summary of Seller's Transaction

100. Gross Amount Due From Borrower

400. Gross Amount Due To Seller

101. Contract sales price	55,000.00	401. Contract sales price	55,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 140)	7,310.17	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance			
106. City/town taxes 11/30/2009/12/31/2009	6.92	406. City/town taxes to	
107. County taxes 11/30/2009/12/31/2009	42.71	407. County taxes to	
108. Assessments to		408. Assessments to	
109. School Tax 11/13/2009/6/30/2010	825.84	409. School Tax 11/13/2009/6/30/2010	825.84
110. to		410. to	
111. to		411. to	
112. to		412. to	
113. to		413. to	
114. to		414. to	
115. to		415. to	
120. Gross Amount Due From Borrower	63,185.64	420. Gross Amount Due To Seller	55,825.84

200. Amounts Paid By Or In Behalf Of Borrower

500. Reductions In Amount Due To Seller

201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 140)	1,833.33
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller

Adjustments for items unpaid by seller

210. City/town taxes to		610. City/town taxes 1/1/2009 to 11/13/2009	50.93
211. County taxes to		611. County taxes 1/1/2009 to 11/13/2009	814.58
212. Assessments to		512. Assessments to	
213. to		613. to	
214. to		614. to	
215. to		615. to	
216. to		616. to	
217. to		617. to	
218. to		618. to	
219. to		619. to	
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	2,198.84

300. Cash At Settlement From/To Borrower

600. Cash At Settlement To/From Seller

301. Gross Amount due from borrower (line 120)	63,185.64	601. Gross amount due to seller (line 420)	55,825.84
302. Less amount paid by/for borrower (line 220)	(602. Less reductions in amt. due seller (line 620)	(2,198.84)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	63,185.64	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	53,627.00

SUBSTITUTE FORM 1098 SELLER STATEMENT

The information contained in blocks E, G, H, and I and on line 401 (or, line 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. If this real estate is your principal residence, file Form 2116, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 8232 and/or Schedule D, Form 1040. You are required to provide the Settlement Agent (named above) with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

(Seller's Signature)

Exhibit "4"

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$	165,000.00	to 7.00	%	11,550.00	Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:						
701. \$ to						
702. \$ to						
703. Commission paid at Settlement Amon, Shimmel, & Walsh - 1/3				2,566.67		1,283.33
704.						
<u>800. Items Payable in Connection With Loan</u>						
801. Loan Origination Fee			%			
802. Loan Discount			%			
803. Appraisal Fee to						
804. Credit Report to						
805. Lender's Inspection Fee to						
806. Mortgage Insurance Application Fee to						
807. Assumption Fee						
808.						
809.						
810.						
811.						
812.						
813.						
<u>900. Items Required By Lender To Be Paid In Advance</u> Exclude last day in dates - line 601						
901. Interest from to 06 /day						
902. Mortgage Insurance Premium for months to						
903. Hazard Insurance Premium for years to						
904.			years to			
905.						
<u>1000. Reserves Deposited With Lender</u>						
1001. Hazard insurance 1 months to \$ per month						
1002. Mortgage Insurance 1 months to \$ per month						
1003. City property taxes 1 months to \$ per month						
1004. County property taxes 1 months to \$ per month						
1006. Annual assessments 1 months to \$ per month						
1008. 1 months to \$ per month						
1007. 1 months to \$ per month						
1008. Aggregate Accounting Adjustment						
<u>1100. Title Charges</u>						
1101. Settlement or closing fee to						
1102. Abstract or title search to Zoe Withey				100.00		
1103. Title examination to						
1104. Title insurance binder to						
1105. Document preparation to Carl A. Bellin, Jr. - poc						
1106. Notary fees to						
1107. Attorney's fees to Naddeo & Lewis, LLC				4,065.00		
(Includes above item numbers:)						
1108. Title insurance to						
(Includes above item numbers:)						
1109. Lender's coverage \$						
1110. Owner's coverage \$						
1111.						
1112.						
1113.						
<u>1200. Government Recording and Transfer Charges</u>						
1201. Recording fees: Deed \$ 28.50 ; Mortgage \$; Releases \$ 28.50						
1202. City/county tax/stamps: Deed \$ 550.00 ; Mortgage \$ 550.00						
1203. State tax/stamps: Deed \$ 550.00 ; Mortgage \$ 550.00						
1204.						
1205.						
<u>1300. Additional Settlement Charges</u>						
1301. Survey to						
1302. Pest inspection to						
1303.						
1304.						
1305.						
1306.						
1307.						
1308.						
1400. Total Settlement Charges (enter on lines 103, Section J and 302, Section K)				7,310.17		1,833.33

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements on my account or by me in this transaction, and further certify that I have received a copy of the HUD-1 Settlement Statement.

Lawrence M. Riddle, Jr.

Seller

Ralph G. Lingle, Jr.

Borrower

Seller

Dennis L. Lingle

Borrower

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Linda C. Lewis, Esquire

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

BELIN, KUBISTA & RYAN LLP

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

November 13, 2009

VIA FACSIMILE ONLY 765-8142

James A. Naddeo, Esquire
Naddeo & Lewis LLC
P.O. Box 552
Clearfield, PA 16830

In re: Lawrence M. Riddle, Jr. v. Ralph G. Lingle and
Dennis C. Lingle No. 2008-1004-CD

Dear Jim:

We had agreed that today was to be the day for closing in the Riddle/Lingle transaction. The closing statement is prepared and accepted showing proration as of today.

You have advised me that your clients are quibbling about a sales agreement. Under the settlement agreement we reached, we were to deliver an executed deed in exchange for the monies set forth in the closing statement. No agreement of sale was contemplated. We are prepared to deliver the deed.

In the event we do not close this transaction by Wednesday, November 18th before 3:00 P.M., I intend to file a petition to have the court enforce the settlement agreement that exists between us. If this becomes necessary, I will also seek counsel fees for the time spent in preparing and prosecuting the petition. Given the circumstances, I feel confident a court would award me such fees.

Please advise your clients that we do not intend to change the effective date of the closing, which is today, regardless of when a court order is entered.

Very truly yours,
BELIN, KUBISTA & RYAN LLP


Carl A. Belin, Jr.

CABjr:smh

cc: Mr. Lawrence M. Riddle, Jr.

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff

NO. 2008 - 1004 - CD

vs.

RALPH G. LINGLE and DENNIS C.
LINGLE,
Defendants

RULE

AND NOW this 3rd day of November, 2009, upon reading and considering the foregoing Motion to Enforce Settlement Offer, a rule is hereby issued on the Defendants, Ralph G. Lingle, and Dennis C. Lingle, to show cause why the Court should not enforce the settlement agreement and set a date for closing.

RULE returnable for written response _____, 2009.

HEARING, if necessary, to be held on the 7th on the _____ day of December, 2009, at 11:30 o'clock, A M., in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

BY THE COURT,



FILED 300
01/00/2010 Atty Belin
NOV 20 2009

William A. Shaw
Prothonotary/Clerk of Courts (60)

FILED

NOV 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/20/09

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:

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
: NO. 2008 - 1004 - CD
vs. :
: CERTIFICATE OF SERVICE
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED
NOV 23 2008
S NO CC
William A. Shaw
Prothonotary/Clerk of Courts

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

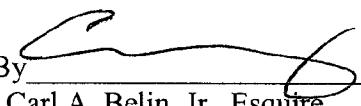
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
vs. : NO. 2008 - 1004 - CD
: :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Motion To Enforce
Settlement Agreement and Rule on behalf of Plaintiff in the above-captioned matter to the
following party by postage prepaid United States first class mail on the 23rd day of
November, 2009:

James A. Naddeo, Esquire
Naddeo & Lewis LLC
P.O. Box 552
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

FILED

04/00/2009
DEC 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Attn: Selen
Naddes
15

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

LAWRENCE M. RIDDLE, JR.)
)
)
VS.) NO. 08-1004-CD
)
)
RALPH G. LINGLE and)
)
DENNIS C. LINGLE)

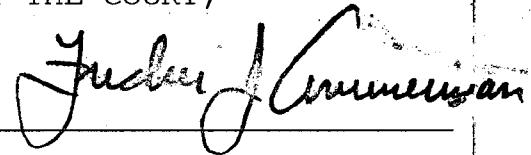
O R D E R

NOW this 7th day of December, 2009, this being the date set for hearing on Petition to Enforce Settlement; with counsel for the Defendants having confirmed that the matter had previously been settled and the appropriate monies received from Defendant Ralph Lingle; it being represented that a check had been received this date for the appropriate amount from the Defendant Dennis Lingle and that, upon confirmation that the check has cleared, the matter can be resolved.

Accordingly, it is the ORDER of this Court that the closing occur within no more than ten (10) days from this date, presuming that the check received from Dennis Lingle is valid. In the event that the check should be rejected for

insufficient funds or any stoppage, the Court will consider Defendant Dennis Lingle to be in contempt.

BY THE COURT,



President Judge

FILED

DEC 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/10/09

____ 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 ____ Other

____ Special Instructions:

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
* No. 08 - 1004 - CD
*
*

* Type of Pleading:

*
* JOINT PRAECIPE TO SETTLE
* AND DISCONTINUE
*

* Filed on behalf of:
* Defendants

* Counsel of Record for
* this party:

*
* James A. Naddeo, Esq.
* Pa I.D. 06820

* Naddeo & Lewis, LLC
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED
01/06/2010
JAN 06 2010

5
William A. Shaw
Prothonotary/Clerk of Courts

200
Atty
Naddeo

(610)

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

LAWRENCE M. RIDDLE, JR.,
Plaintiff,

v.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*

*

*

* No. 08 - 1004 - CD

*

*

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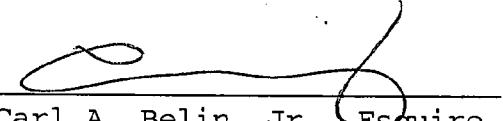
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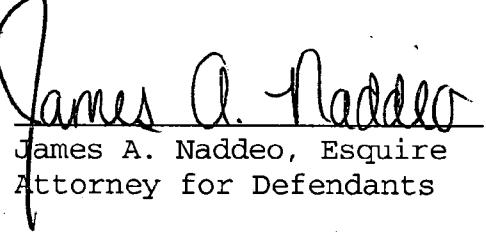
JOINT PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and discontinued.


Carl A. Belin, Jr., Esquire
Attorney for Plaintiff


James A. Naddeo, Esquire
Attorney for Defendants

FILED

JAN 06 2010

William A. Shaw
Prothonotary/Clerk of Courts