

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

VERA J. LINGLE, :
Plaintiff :
vs. :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants:

NO. 2008 - 1004 - CD
COMPLAINT

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 Att

FILED acc sncl
0/10:40 am acc Att
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 :
vs. : NO. 2008 - - CD
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 ($1/3^{\text{rd}}$) to Vera; one-third ($1/3^{\text{rd}}$) to Ralph; and one-third ($1/3^{\text{rd}}$) 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.

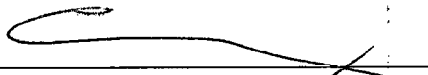
WHEREFORE, Plaintiff demands that:

- (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

COUNTY OF *Maricopa*

:
:
: SS.

Before me the undersigned officer, personally appeared **VERA**
g **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 G. Lingle
Vera *g*. Lingle

Sworn and subscribed before me this 22nd day of

April, 2008.

P. 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

SERVICE # 1 OF 2

SERVE BY: 07/02/2008

HEARING:

PAGE: 104241

FILED

08:35 a.m. CL

JUN 11 2008

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. CLF

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

SERVICE # 2 OF 2

SERVE BY: 07/02/2008

HEARING:

PAGE: 104241

FILED

08:35 AM CL

JUN 11 2008

(60)

William A. Shaw
Prothonotary/Clerk of Courts

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

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 Riverview Rd 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

01/31/03/04
SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

FILED

0/3/2009
JAN 27 2009

5 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. : COMPLAINT TO ADD NEW
LINGLE, : PLAINTFF 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)

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	:		

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.

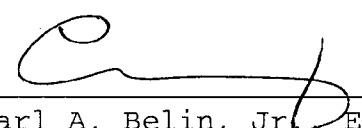
5. That Vera J. Lingle assigned her rights in the partition action in the deed itself. A copy of the deed is attached hereto and marked Exhibit "1."

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

***RETURN DOCUMENT TO:**

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

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.

Exhibit "1"

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.

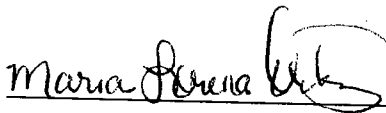
NOTICE---THIS DOCUMENT MAY NOT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT 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

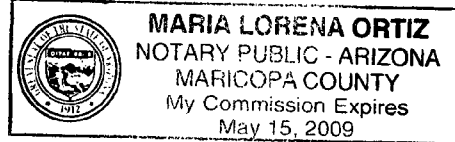
In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations 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.




This 22nd day of October, 2008



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

WITNESS:

 (SEAL)
Vera J. Lingle

COMMONWEALTH OF PENNSYLVANIA

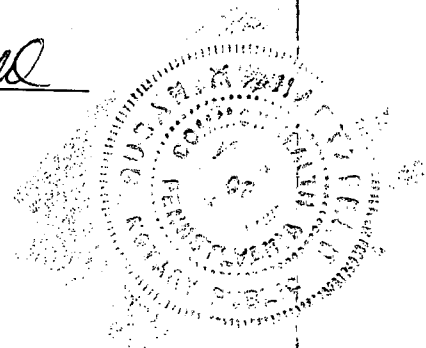
COUNTY OF CLEARFIELD

SS.

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.

[Signature]
Agent/Attorney for Grantee

FILED

JAN 27 2009

01/27/09

William A. Shaw

Prothonotary/Clerk of Courts

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

4 LEAF TO
ATTY (610)

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

RULE

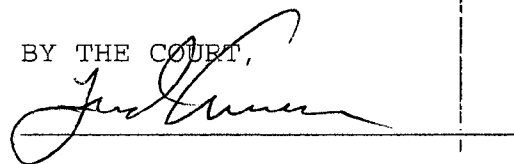
AND NOW this 27 day of Jan., 2009, upon reading and considering the foregoing Motion For Leave to amend Complaint To Add New Plaintiff, a rule be issued to show cause why the Court should not grant the right to amend the complaint as set forth in said Motion.

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)

5
FILED
0 2:50 P.M. OK
JAN 28 2009
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. :
 :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :

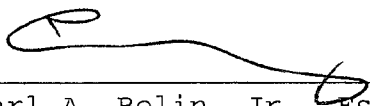
CERTIFICATE OF SERVICE

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

VERA J. LINGLE,
Plaintiff

VS.

FILED

MAR 05 2009

01255 ✓

William A. Shaw
Prothonotary/Clerk of Courts

5 cent to 100
Below

AND NOW this 5th day of March, 2009, this being the day 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,

BY THE COURT,

Frederick C. Zimmerman

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 :
vs. : NO. 2008 - 1004 - CD
: 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)

FILED 4cc
0110:5861 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

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 ($1/3^{\text{rd}}$) to Lawrence; one-third ($1/3^{\text{rd}}$) to Ralph; and one-third ($1/3^{\text{rd}}$) Dennis.

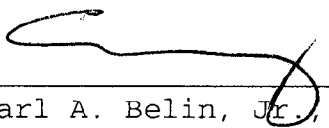
8. No person other than the parties to this suit has any interest in the property, which is presently in the possession of Defendants Ralph and Dennis.

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.

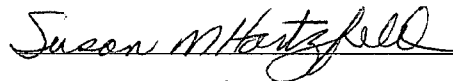
Before me the undersigned officer, personally appeared
LAWRENCE M. RIDDLE, JR., who being duly sworn according to law,
deposes and says that the facts set forth in the foregoing
Amended Complaint are true and correct to the best of his
knowledge, information and belief.



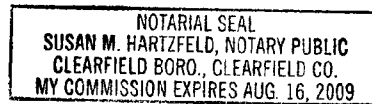
Lawrence M. Riddle, Jr.

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 :

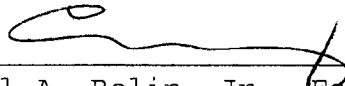
CERTIFICATE OF SERVICE

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

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

LAWRENCE M. RIDDLE, JR., :
Plaintiff :
vs. : NO. 2008 - 1004 - CD
: 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
03:40:60 CC
MAR 06 2009 (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 :

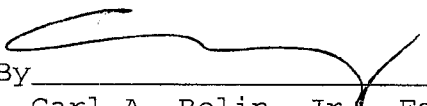
CERTIFICATE OF SERVICE

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

01103761
APR 03 2009

William A. Shaw
Prothonotary/Clerk of Courts

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.

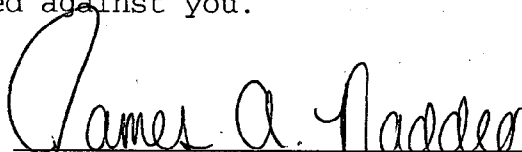
*
*
*
*
*
*
*

No. 08-1004-CD

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.

RALPH G. LINGLE and DENNIS
LINGLE,
Defendants.

*
*
*
*
*
*
*

No. 08 - 1004 - CD

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

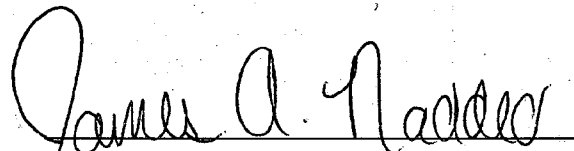
NOW COME the Defendants and bring this counterclaim against Plaintiff upon the allegations hereinafter set forth:

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 Snapp's Court Road

20

20

Exhibit "A"

MAY 07

JUNE 07

PAID

PO 513	Tom Linole & Repair Gate Oct	385 -	PO 1211	Food Tom D (Paragon Sales)	95.57
			PO 1212	Fuel - Kwik Fill	31.52
			PO 1213	D. Almon New Car #2951048	150 -
			PO 1214	Louise's Repair & Box Tractor	107.84
			PO 1215	Louise's Fuel (Heichel)	168.05
			PO 1216	Jack Anderson (Stone) #2311	18.24
			PO 1217	Went Fuel (Lumber)	800 -
			PO 1218	Tom Linole USED Loc. Box Repair	95 -
			PO 1219	R&L III Debris Removal	149.84
			PO 1220	Louise's Keys/Repair	11.54
			PO 1221	Louise's Key Repair	81.02
			PO 1222	Louise's Paint (Gelb) - Northern	1100 -
			PO 1223	Dave Nielson (Estate/Red Maple)	45 -
			PO 1224	Kwik Fill - went Fuel Heichel	20 -
			PO 1225	Kwik Fill - went Fuel Paragon	29.51
			PO 1226	Dine in (Food) Paragon	16.07
			PO 1227	McDonalds - Paragon	
			PO 1228	(Possible Sale)	

PO 5122 Sheets Work Fuel Heichel

PO

20 -

IF GIVE TOM D

NOTE 1990 chev #1840.00

TD1

AUGUST BUT (DOLL ADVANCE)

043

7/19	Jim Snyder - Ted's Suburban	3857-	8/13	Insurance Policy 8/30-11/30	-	285-
7/20	Repair of Entrance Ceiling	11	8/14	Always (Seed/Snake Rent)	-	220.75
7/24/80	To Trip Rd - Per Trip Request	11	8/15	TV (Dish)	-	42.39
7/27	Fuel Sheets - Maus/Leung D. Amen	30-	8/16	Unelco (Electric) July	-	259.04
7/31	Fuel - Maus/Leung Camp Kwik Fill	42.55	8/17	Satterlee (Fuel - HTS/H)	-	143.42
7/11	Wal-Mart - Repair Supplies	105.92	8/18	PHONE 4810 - NOT Cell	-	88.00
7/17	Verizon 4810 NOT Cell	44-	8/19	Kwik Fill (C.D.S. & cans)	-	74.72
7/11	Lowes Lodge Supplies	211.54	8/20	7/11 (Lost 846MC)	-	84.00
7/14	Kwik Fill - Work	56-	8/21	Sheetz Fuel Maus	-	88.00
7/13	D. Amen - Serv. Master	100-	8/22	Staples (STORAGE)	-	10
7/12	NOTE: Grave Digger (Bill mod 4 @ 300)	3815	8/23	Staples (STORAGE)	-	105.88
7/12	Fuel - (Charged) Cash	33.08	8/24	CHOICE (work/for Heidi)	-	28.05
7/13	Kwik Fill (water/sewer, pgs)	12-	8/25	Kwik Fill (Tractors/work oil)	-	94.26
7/24	Batcha Copies	3-	8/26			70.59
8/1	Edward's office (copies)	8/21	8/27			11.00
8/2	Kwik Fill (IDL) Estate	8/22	8/28			10
8/3	D & G (Garbage)	8/23	8/29			55-
8/3	Kwik Fill (1 can)	8/24	8/30			20-
8/34	Wal-Mart (Paragon meet) & Estate	8/34	8/31			
8/34	Gave Away	8/34	9/1			
8/34	Wal-Mart (handseeds)	8/34	9/2			
8/34	Heidel (Estate Box)	8/34	9/3			
8/35	Kwik Fill (Fuel)	8/35	9/4			
8/35	Estate Prep for Gave A Way	8/35	9/5			
	SHAWN OWENS		9/6			
	Dave Amen		9/7			
	Bob Heidel		9/8			
	D & G / IDL / Bal / RALPH / T. Larson		9/9			

OCT. 07

NOTE: SALE OF "MICKY MOORE" 33¹/₂ ACRES

ALL MOVIES HELD IN ESCROW BY NADCO

(Per RBL)

10-3	Bob Heichel (Signs) 3.5 hr \$16.00	50-
10-4	Kurt Felt (Herald Signs)	29.00
"	Loews (Signage) & Supply	63.81
"	Walmart & Signage Team	30.67
"	Post office mpls & Certified Maryland	12.31
10-5-07	A. Encke 3 news (30.00)	
(old)	R. Heichel 3 signs (10-)	
"	Lunch for above	10.14
"	(Mowing & trim)	
10-11-07	NAPA - Tractor oil & Trans/Elixir	54.10
"	TK 5th (Gas & Land)	38.00
10/11	Loews - Repair Buttons	6.98
"	Loews - 10.21	5.13
"	Walmart sign	18.25

NOTE: WATER LEAKS FROM TOILET
PLUMBING CAUSE WET OVERFLOWS
FROM SEPTIC TANK BELOW OLD
CATERPILLAR QUARTERS

10/18	Kurt Felt 450 Tractor	42.30
10/18	Dave Nelson (Grand Agent & RTR)	50.00
10/10/07	Bell Vertizon PHONE	48.37
10/13/07	Kurt Felt 450 Tractor	68.00
"	AGT - TRACTOR USING	
"	13-15 gal - DAY	

10/13/07	DAVE AMON	100.00
10/13	Postal	4.20
10/17/07	NAPA - REPAIR HYDRAULIC ON TRACTOR	32.06
10/17/07	Sheetz Fuel - Camp - Tractor	53.00

OCT/07

NOTE: INCREASE IN MAINTENANCE - FIRST TIME ROPS/FIELDS.

10/20/07 KURT FELT

"	TRACTOR/ROPS, etc	54.60
"	DAVE AMON 3 GAMES	100.00
"	Austin Amon	40.00
10/18	DISH TV	42.39
"	UNELC	85.74
"	Dec smelter	55.00
"	GRANGE MUTUAL FIRE POLICY	285.00
11/30	- 3/1/08	
OCT. - SUB TOTAL		1393.23
10/31/07	ESS 850 ⁰⁰ PAID BAIL	850.00
(PAID)		
ACC. BAL DUE DTL		543.23

NOTE:

RECEIVED 11-5-07	5000
SHARPE ENTERPRISES	
SEMPER EQUIP. OR # 141001	
DEPOST FIRST COMMERCIAL BANK	

OCT. CARP LINES - 543.23	44456.77
BAL CARRYOVER	11

NOV 07

4,456.77

Credit Carryover

4,456.77

11-1-07	Kwik Fill	Truck	450	46-
11-1-07	Kwik Fill	(Cash)		46.25
11-3-07	DAVE AMON / Austins Amon	CASH	100.00	
	max/trim - drain ditches - Pipes			
11-4-07	Fuel			25.00
11-6-07	D. Amon / Bob Heichele	Louises		205.00
	Repair Roof "Shawville" box			92.39
11-7-07	Verizon			
11-10-07	Dave Amon - CASH			25.00
11/10/07	Louises - PIPE TO BOILER			66.64
11-12-07	Kwik Fill	Fuel		72.85
	NOTE: Per Ralph - Medi Locs			
	Grave Ralph keys Shawville			
11-12-07	FUEL OIL MIX	(Loudon) 0095		184.91
11-12-07	FUEL OIL	Long E		
	Hydrolc Fluid - Brake Repair 910			
	Repair (Quik-Fix) Brake Line			
	Still leaks -			
11-13-07	Louises (Winterize / Cleaning)			198.91
11-13-07	Robert Heichele - (Winterize)			75.00
	Storm windows / Plastic & Fix			
	Shoetted out / Lites Speaking in			
	Bucent			
	NO HELP			
	Clean out Corl Furnace (Repair)			
11/19/07	Ralph JR / ERICKE/Heichele			105.00
	D. Amon			
11/19/07	Louises			90.11
11/19/07	Kwik Fill - FINAL	450 tractor		52.00
	Page 1	NOTE - SOR TITIAL		9455.55

Reedy
Dec 2
Nov 07

A. Reed
 Carryover 1501.22
 BAL

December 07
Credit Remaining - \$ 397.83

11-14-87	Laues C Roof leak Repair	479.76
----------	--------------------------	--------

11. Bob Heichel

11 A. ERICK	11	7/20/90	15-08
15-05 RAJIB K.	11	7/20/90	15-08

Shawn Owens	5	50.00
Shawn Owens	5	50.00

11-11-07	Unelec - Electra	11.00
11-15-07	Dis# Net. - TY	2.039
	#1120	

35-07-Dec Garbage 5 #1121
110.00

1-25-67 DAUC AMON — ~~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~~ ~~101~~ ~~102~~ ~~103~~ ~~104~~ ~~105~~ ~~106~~ ~~107~~ ~~108~~ ~~109~~ ~~110~~ ~~111~~ ~~112~~ ~~113~~ ~~114~~ ~~115~~ ~~116~~ ~~117~~ ~~118~~ ~~119~~ ~~120~~ ~~121~~ ~~122~~ ~~123~~ ~~124~~ ~~125~~ ~~126~~ ~~127~~ ~~128~~ ~~129~~ ~~130~~ ~~131~~ ~~132~~ ~~133~~ ~~134~~ ~~135~~ ~~136~~ ~~137~~ ~~138~~ ~~139~~ ~~140~~ ~~141~~ ~~142~~ ~~143~~ ~~144~~ ~~145~~ ~~146~~ ~~147~~ ~~148~~ ~~149~~ ~~150~~ ~~151~~ ~~152~~ ~~153~~ ~~154~~ ~~155~~ ~~156~~ ~~157~~ ~~158~~ ~~159~~ ~~160~~ ~~161~~ ~~162~~ ~~163~~ ~~164~~ ~~165~~ ~~166~~ ~~167~~ ~~168~~ ~~169~~ ~~170~~ ~~171~~ ~~172~~ ~~173~~ ~~174~~ ~~175~~ ~~176~~ ~~177~~ ~~178~~ ~~179~~ ~~180~~ ~~181~~ ~~182~~ ~~183~~ ~~184~~ ~~185~~ ~~186~~ ~~187~~ ~~188~~ ~~189~~ ~~190~~ ~~191~~ ~~192~~ ~~193~~ ~~194~~ ~~195~~ ~~196~~ ~~197~~ ~~198~~ ~~199~~ ~~200~~ ~~201~~ ~~202~~ ~~203~~ ~~204~~ ~~205~~ ~~206~~ ~~207~~ ~~208~~ ~~209~~ ~~210~~ ~~211~~ ~~212~~ ~~213~~ ~~214~~ ~~215~~ ~~216~~ ~~217~~ ~~218~~ ~~219~~ ~~220~~ ~~221~~ ~~222~~ ~~223~~ ~~224~~ ~~225~~ ~~226~~ ~~227~~ ~~228~~ ~~229~~ ~~230~~ ~~231~~ ~~232~~ ~~233~~ ~~234~~ ~~235~~ ~~236~~ ~~237~~ ~~238~~ ~~239~~ ~~240~~ ~~241~~ ~~242~~ ~~243~~ ~~244~~ ~~245~~ ~~246~~ ~~247~~ ~~248~~ ~~249~~ ~~250~~ ~~251~~ ~~252~~ ~~253~~ ~~254~~ ~~255~~ ~~256~~ ~~257~~ ~~258~~ ~~259~~ ~~260~~ ~~261~~ ~~262~~ ~~263~~ ~~264~~ ~~265~~ ~~266~~ ~~267~~ ~~268~~ ~~269~~ ~~270~~ ~~271~~ ~~272~~ ~~273~~ ~~274~~ ~~275~~ ~~276~~ ~~277~~ ~~278~~ ~~279~~ ~~280~~ ~~281~~ ~~282~~ ~~283~~ ~~284~~ ~~285~~ ~~286~~ ~~287~~ ~~288~~ ~~289~~ ~~290~~ ~~291~~ ~~292~~ ~~293~~ ~~294~~ ~~295~~ ~~296~~ ~~297~~ ~~298~~ ~~299~~ ~~300~~ ~~301~~ ~~302~~ ~~303~~ ~~304~~ ~~305~~ ~~306~~ ~~307~~ ~~308~~ ~~309~~ ~~310~~ ~~311~~ ~~312~~ ~~313~~ ~~314~~ ~~315~~ ~~316~~ ~~317~~ ~~318~~ ~~319~~ ~~320~~ ~~321~~ ~~322~~ ~~323~~ ~~324~~ ~~325~~ ~~326~~ ~~327~~ ~~328~~ ~~329~~ ~~330~~ ~~331~~ ~~332~~ ~~333~~ ~~334~~ ~~335~~ ~~336~~ ~~337~~ ~~338~~ ~~339~~ ~~340~~ ~~341~~ ~~342~~ ~~343~~ ~~344~~ ~~345~~ ~~346~~ ~~347~~ ~~348~~ ~~349~~ ~~350~~ ~~351~~ ~~352~~ ~~353~~ ~~354~~ ~~355~~ ~~356~~ ~~357~~ ~~358~~ ~~359~~ ~~360~~ ~~361~~ ~~362~~ ~~363~~ ~~364~~ ~~365~~ ~~366~~ ~~367~~ ~~368~~ ~~369~~ ~~370~~ ~~371~~ ~~372~~ ~~373~~ ~~374~~ ~~375~~ ~~376~~ ~~377~~ ~~378~~ ~~379~~ ~~380~~ ~~381~~ ~~382~~ ~~383~~ ~~384~~ ~~385~~ ~~386~~ ~~387~~ ~~388~~ ~~389~~ ~~390~~ ~~391~~ ~~392~~ ~~393~~ ~~394~~ ~~395~~ ~~396~~ ~~397~~ ~~398~~ ~~399~~ ~~400~~ ~~401~~ ~~402~~ ~~403~~ ~~404~~ ~~405~~ ~~406~~ ~~407~~ ~~408~~ ~~409~~ ~~410~~ ~~411~~ ~~412~~ ~~413~~ ~~414~~ ~~415~~ ~~416~~ ~~417~~ ~~418~~ ~~419~~ ~~420~~ ~~421~~ ~~422~~ ~~423~~ ~~424~~ ~~425~~ ~~426~~ ~~427~~ ~~428~~ ~~429~~ ~~430~~ ~~431~~ ~~432~~ ~~433~~ ~~434~~ ~~435~~ ~~436~~ ~~437~~ ~~438~~ ~~439~~ ~~440~~ ~~441~~ ~~442~~ ~~443~~ ~~444~~ ~~445~~ ~~446~~ ~~447~~ ~~448~~ ~~449~~ ~~450~~ ~~451~~ ~~452~~ ~~453~~ ~~454~~ ~~455~~ ~~456~~ ~~457~~ ~~458~~ ~~459~~ ~~460~~ ~~461~~ ~~462~~ ~~463~~ ~~464~~ ~~465~~ ~~466~~

Time	Location	Activity	Notes
1:00	ED NACIMES	Control	3:00
1:05	ED NACIMES	Control	3:05
1:10	ED NACIMES	Control	3:10
1:15	ED NACIMES	Control	3:15
1:20	ED NACIMES	Control	3:20
1:25	ED NACIMES	Control	3:25
1:30	ED NACIMES	Control	3:30
1:35	ED NACIMES	Control	3:35
1:40	ED NACIMES	Control	3:40
1:45	ED NACIMES	Control	3:45
1:50	ED NACIMES	Control	3:50
1:55	ED NACIMES	Control	3:55
2:00	ED NACIMES	Control	4:00
2:05	ED NACIMES	Control	4:05
2:10	ED NACIMES	Control	4:10
2:15	ED NACIMES	Control	4:15
2:20	ED NACIMES	Control	4:20
2:25	ED NACIMES	Control	4:25
2:30	ED NACIMES	Control	4:30
2:35	ED NACIMES	Control	4:35
2:40	ED NACIMES	Control	4:40
2:45	ED NACIMES	Control	4:45
2:50	ED NACIMES	Control	4:50
2:55	ED NACIMES	Control	4:55
3:00	ED NACIMES	Control	5:00
3:05	ED NACIMES	Control	5:05
3:10	ED NACIMES	Control	5:10
3:15	ED NACIMES	Control	5:15
3:20	ED NACIMES	Control	5:20
3:25	ED NACIMES	Control	5:25
3:30	ED NACIMES	Control	5:30
3:35	ED NACIMES	Control	5:35
3:40	ED NACIMES	Control	5:40
3:45	ED NACIMES	Control	5:45
3:50	ED NACIMES	Control	5:50
3:55	ED NACIMES	Control	5:55
4:00	ED NACIMES	Control	6:00
4:05	ED NACIMES	Control	6:05
4:10	ED NACIMES	Control	6:10
4:15	ED NACIMES	Control	6:15
4:20	ED NACIMES	Control	6:20
4:25	ED NACIMES	Control	6:25
4:30	ED NACIMES	Control	6:30
4:35	ED NACIMES	Control	6:35
4:40	ED NACIMES	Control	6:40
4:45	ED NACIMES	Control	6:45
4:50	ED NACIMES	Control	6:50
4:55	ED NACIMES	Control	6:55
5:00	ED NACIMES	Control	7:00
5:05	ED NACIMES	Control	7:05
5:10	ED NACIMES	Control	7:10
5:15	ED NACIMES	Control	7:15
5:20	ED NACIMES	Control	7:20
5:25	ED NACIMES	Control	7:25
5:30	ED NACIMES	Control	7:30
5:35	ED NACIMES	Control	7:35
5:40	ED NACIMES	Control	7:40
5:45	ED NACIMES	Control	7:45
5:50	ED NACIMES	Control	7:50
5:55	ED NACIMES	Control	7:55
6:00	ED NACIMES	Control	8:00
6:05	ED NACIMES	Control	8:05
6:10	ED NACIMES	Control	8:10
6:15	ED NACIMES	Control	8:15
6:20	ED NACIMES	Control	8:20
6:25	ED NACIMES	Control	8:25
6:30	ED NACIMES	Control	8:30
6:35	ED NACIMES	Control	8:35
6:40	ED NACIMES	Control	8:40
6:45	ED NACIMES	Control	8:45
6:50	ED NACIMES	Control	8:50
6:55	ED NACIMES	Control	8:55
7:00	ED NACIMES	Control	9:00
7:05	ED NACIMES	Control	9:05
7:10	ED NACIMES	Control	9:10
7:15	ED NACIMES	Control	9:15
7:20	ED NACIMES	Control	9:20
7:25	ED NACIMES	Control	9:25
7:30	ED NACIMES	Control	9:30
7:35	ED NACIMES	Control	9:35
7:40	ED NACIMES	Control	9:40
7:45	ED NACIMES	Control	9:45
7:50	ED NACIMES	Control	9:50
7:55	ED NACIMES	Control	9:55
8:00	ED NACIMES	Control	10:00
8:05	ED NACIMES	Control	10:05
8:10	ED NACIMES	Control	10:10
8:15	ED NACIMES	Control	10:15
8:20	ED NACIMES	Control	10:20
8:25	ED NACIMES	Control	10

$$\approx \text{reparative therapy} =$$
[illegible]

11/30	DAVE ANDY	210	210	100
-------	-----------	-----	-----	-----

11	30	Nov	Esel	1	2	2	1
----	----	-----	------	---	---	---	---

[illegible]

12-4 - Fricke / Hieche

Clean 'up & Repair Door — 10.29

[illegible]

18-7-	POSTAL =	VECA Certified	7.81
14	VEB 1700	2103480	10.39

[illegible]

BOGE MESS

London Gate Books

5-10 Terep

~~Entrance Stone Tomb of~~

18/10/67 FUEL DRUM 55 GAL
SKID STEER T5 LODEX 111

2/14/07 houses (COPC) 27th/14

9/14/07 Heilund/Trucke hold - \$1 7485

[illegible]

10/8/1 D. #1180 =	ROADS / LODGE WORK	5/15.00
15/11/1		15.00

[illegible]

100 lbs LAUNDRY - SUPPLY -

DEC - 1000
mess

12/11/61 HEICHEL/FRICK - LABS

28⁰⁰

PAUSE AMMS - Clean SNOW

- Clean out Garage - 100
FROM SNOWMOBILE ROAD

55⁰⁰

- Work - Clean BEACONS
AND ATTACHE WOODBYERS
FROM JAMIE - ADAMS

- Bolton Windo J
Big Liv Rm

END of 2607
2005
AN 9-11-61

JOINTING
ET Penning

NOI COULING
FUEL Dams
OR FOR

NEGATIVE BAL - 76076

JANUARY 2008

EXPENSE

DATE	DESCRIPTION	AMOUNT
DEC 07	Barryover	16.76
1-2-07	FUEL Kwik Fill	41.40 1/2
	Diesel - skid steer	
"	D. Amos - Snow Rem.	50.00
1-3-07	FUEL (Kwik Fill)	41.70 00
	Skid Steer - Breckpoun/Repair	170.00
"	Umbelano Tractor (Parts)	423.25
	Make Repair of skid steer	
1/3-1/4	Repair et haul skid steer mto	70.00
	S. Owens / D. Amos / R. Hechler	
1-3	MADs - Court House	105.00
	patagon ect	
1-12	maps (CASALA)	49.20
1-12	FUEL (Kwik Fill skid steer)	40.00
1-8-08	unelec	89.78
"	REFUSE DEL	55.00
"	DISH NET	44.39
	P65TAL	15.00
1-11-08	Kwik Fill (Diesel)	71.20
"	Lownd - Repair Office Door	45.11
1-13-08	SAT. D. Amos / D. Repair Kitchen	70.00
	SPRING HOUSE VALVE (weld)	
"	TEMPORARY FIX "	
	WORK ON PORTA GENERATOR	

FEB 108

JAN 08

1-14-08 SHAWN DUCKS -	150 ⁰⁰
CSKID Street Repair & PAUL	
1-15-08 GATE REPAIR	250 ⁰⁰
WELDER (DARCEL PATER)	
1-16-08 LOWES (Gate	111 ³⁰
Supplies	
- 11 HELP - Repair Gate & Ready	
Garage FOR COAL	100 ⁰⁰
Tom Le / Heichel / Fricke	
1-16-08 Post Office - MA Residual	1160 ⁰⁰
1-17-08 FUEL Kuik Full	102 ⁰⁰
Heichel / TOL / S OUCHS	
CANS / 25 EA. TO GUY'S	
1-21-08 Kuik FILL (Heichel) PERROL	25 ⁰⁰
1-25-08 WDB Repair COOPAL	NE
WINDOW - WIND DAMAGE	41
BACK Expense Due	\$1,676 ⁰⁰
TOTAL FOR JAN 08	
ROY - MK Resource Deposit + 2,500 ⁰⁰	
1-30-08	
BALANCE CARRYOVER	\$1,853 ⁵⁹

CREDIT Carryover \$1,853.59

ICE STORM DAMAGE	
2-2-08 LOWES - BOLTS Repair Canyon Gate	1527
2-4-08 Kuik Full - Fuel Key	49.50
SKID STEER / at D. A. ...	
* Donation of wheels (2008)	250 ⁰⁰
2-6-08 GRANGE Mutual	285 ⁰⁰
11 UNITED Electric	105 ⁰⁴
11 DIST TV	42.39
11 VERIZON 2634810	42.00
11 DEC Sanitation	55 ⁰⁰
11 Bud Electric - Alternator	85.75
2-13-08 LOWES - FISHING COPPER	230.42
Basement HEAT FAILURE	
11 3ARR Plumbers	800 ⁰⁰
11 FRICKE - HEICHEL (2 DAY)	129.60
2-16-07 GAR PLUMBING	352.00
NOTE: TEAR DOWNS ONLY	
AND REPAIR HEAT - MUST	
Repair Domestic & CARPENTRY	
11 SATERLET OIL	11870 ⁰⁰
500gal	
2/21/08 HOT PLUMBING	2370
11 VERA CERTIFIED KETTER	3.23

MARCH 08

3/8 DAUERAMEN - PLOW 75.00

3/9 Del Garbage Refuse 55.00

3/9 Dist TV Communication 45.50

3/9 United Electric 83.69

3/9 Verizon 48.39

(DL / A. FRICK - D Ameri)
Clean Snow # 15400 154.00

3/18/08 FUEL from PAID

Kathary Fuel Co - 81454.74

by DCL 81454.74

NOTE: Satellite will not deliver 81454.74

NOTE: we owe Satherlee Bill

AND, I PAID FOR Plumbing

Repairs est @ 15000

BAL. DUES DCL \$ 7603.41

3-31-08

Owed Carryover - 763.41

Owed Carryover

APRIL 08

APRIL (MAY - MAY 08

4813.41

HELP
Dues Post Bill

4/08 LODGE INS. POLICY - 285.00
(4-29 TO 5/4/08) DAVE AMON - 200
54/08 DISH - 52.00

- DUE/AF - NOW - Clean up - Repair

" ELECTRIC - 120.00

FUEL 4/27 - 62.00

5/5/08 FUEL - 51.82

5/12 FUEL MARTIN - 29.97

5/19 FUEL SHEET - 38.44

5/18/08 Austin Wrester (DAVID) - 40.00

5/23 Clearing mps - 100.00

5/30 FUEL - 100.00

5/30 DAVE AMON'S - 100.00

HOLD ON ALL
NO MONEY

~~NO MONEY~~

DUE/AF/RA - 50.00

Clean up - 50.00

TOTAL \$ 813.41

TOTAL 10 MAY 08 4813.41

NO CHARGES
LISTED
FOR GOLF
Other - 119.44

JUNE 08 -

Ralph
Credit 120.44 JUNE 08

6-5 SHEETZ FUEL 89.35
6-8 POSTAL 5.215
6-5 Aqueduct - SNAKE 95.185

NOTE: 6-10
RALPH PAID \$2,500.00 TOWARD
BILLS

6-10- (RALPH OWED 959.83)
AS OF MAY 30, 2008

6-10 SATURDAY 1818.13
" LANCASTER AD 145.69
" UNCLE 235.29
" TV 101.14
" BIRD LASC 1210.00
" GARCHAGE 110.00
6-11- DAVE AMBROS 100.00
REPAID KIT SINK DRAIN
DUE TO PARTY R. LING

AS OF JUNE 10 - \$2839.49
PAST AMT 11919.16

RALPH 9500.00
- 2379.54 = 2379.54 11759.13
CREDIT 120.44 AS OF JUNE 11, 2008

6-12- FUEL 4422.82 - 1023.95

6-13 GRANGE INSURANCE 11296.00 10196

6-13 NAPP - FILTERS/OIL 151.00

6-14 JORDAN - Austin Maister 50.00

6-14 LOWES - Trimmer & Line 116.00

6-17 DAVE AMBROS 105.00

6-17 LOWES - OIL FILTERS/KONIG 135.00

6-18 FUEL 19.10 30.00

6-20 LOWES - Plumb Repair local 18.34

6-20 FUEL - Kwik Fill 77.20

" FADOT STOCK 10.03 1300.00

6-24 DISHW 45.00

" UNELCT elec. 72.00

" TRACTAC SUPPLY 45.19

" Currier - Time Trailer 38.84

6-28/28 Kwik Fill 107.01

NOTES

EXTRA:

NOT IN TOTAL

NOTE: FISH \$1200
Ralph's 550.44

INSURANCE 290.00

\$1341.76

Sub 41051.76

over sheet 11/14/02
 from Fish

7-1-08	Justin Webster (mass)	cash	34.00
	Austin	cash	10.00
	DAVE AMON	M/D	100.00
7-2	FUEL - sheets		20.10
7-3	FUEL - woodland feed fuel		68.68
7-4	Justin Webster (Amon-Moss)	M/D	50.00
7-7	FUEL M/D TRACTOR -		48.52
"	SPARK PLUG		2.12
"	Mactinus - Paper Towel / North Hills		31.00
	C. SNAKED - VARNISH		
"	Walmart Keys - R/L		6.00
"	Kwik Fill		24.06
"	Walmart (Broom)		31.77
	(NOTE: Potential buyers on property)		
	Extra Expense		
7-10-08	Shedding fuel		15.33
7-14-08	Shedding Fuel		82.00
"	D. Amon / Justin W/D		150.00
7-15	FUEL Cans - sheets		45.00
7-16	Sheet		20.00
7-16	Used Electric		50.00
7-20	Fuel sheets		20.00
7-25	FUEL Kwik Fill		19.50
7-27	Kwik Fill		96.00
7-29	DAVE AMON		150.00
"	Justin Webster		10.00
	SHEDDING CANS		130.00
	Mix Cans - Sheds		20.00
			1210.02

AUG. 08

TOTAL \$1350.34 - 12-675.12

8-9 FUEL	100.00	88.00	CHS.
8-3 D. Amen / water meter		150.00	M/O
8-8 Kwik Fill - 10000		80.00	
8-8 sheets fuel INT		20.00	
8-12 sheets fuel TK		30.00	
8-14 10M LWC 12-Gate		40.00	
8-15 D. Amen 3 Mow		100.00	
8-15 K. Wooster 3 Mow		100.00	
8-19 SNAPPYS FUEL		19.51	
8-18 DELG Garbage		55.00	
8-18 BISH TV 100GP		45.00	
8-18 Garage INS		300.00	
8-19 OPTIMA FUEL			
8-19 tractor & 2 CANS		138.00	51.00
8-19 OPTIMA - CANS		38.00	
8-23 Fuel		20.00	
8-28 Fuel		9.00	
8-28 DAVE Amen		125.00	
8-28 Justin Wooster		50.00	
8-28 Repair EAST Gate			
WORK @ WATER LEAKS			

Sept 8th - 1350.34
Hodge Exp

NOTES: EXTRA COST FOR TINS

SEPT 08

9-1 Fuel Kwik Fill	99.90
9-3 Attorney's Office Repairs	22.00
9-6 Ground Hog in Lodge - Sheet of Fuel Tanks & AMMUNITION	100.00
9-8 W/ Elec - Elec.	40.00
9-8 TISH Communications	45.00
9-8 Assessment of Repairs	93.20
9-15 Walmart - Glorox - water	66.84
9-16 Fuel Walmart - 450 tanks	100.00
9-18 - Dave Amos	150.00
Rustin Webster	140.00
USE 450 Tractor - Fall Max	
Clear Roads	
- Broken Glass in (Coopula)	
- Ductwork Repair	
STORM DAMAGE TO LODGE	
Roof on Entrance - Kennel shed	
Downs all	
9/30 Fuel OPTIMA & HYD FLUIDS	95.05
9/19 Postal M/O's Bills Lodge	2.10
9/19 Walmart - Fuel 400.50	21.20
9/30 - Bill Tuma - Weed Spray 550.00	
DID WORK FREE - Just Chemicals	
9/33 Dish TV	50.00
9/33 Norway	22.72

Sept.

MOOSE PAPERS OCT. 08

NO DUE TIME

9/27 Kwik Fill 91.50
~~9/28~~ ~~100.00~~

9/28 Daman/Wester 90.00
 Mow/Repair 60.00

9/30 Garbage/Debris 55.00

TOTAL \$ 128.50

Rep 1/2 =

Aug Camper Credit - 2.88

1,277.83

X ODE = 4 1030.11

MOOSE PAPERS OCT. 08

10-3-08 Kwik Fill Fuel 73.00

Daman/Wester - Gate Repair 100.00

Mow/Ed Labor - Repair - Broken glass - Stock in Damage 22.00

AGWAY Plastic Windows 101.00

10/5 Unelec Electric 58.90

10/5 Garbage 55.00

10/10 Sherman Williams Roof Seal/Primer 98.56

10/10 Wal-Mart (water) 54.84

10/10 Kwik Fill Fuel 70.00

10/11 Wal-Mart Battery's 50.00

10/12 Daman Scaffolding & Co. PAIR FRAM 150.00

10/11 Speitz Fuel 20.00

10/18 Fuel Kwik Fill 82.98

10/18 Daman Repair/mow 100.00

10/18 Repair Sliding Doors & LEAK 100.00

10/18 Patch only - LEAK ABOVE 100.00

10/18 Kitchen - Lower Gate Repair 116.00

10/18 Vandalism - REWASD 39.00

10/18 AGWAY - PLASTIC CANUD 39.00

TOTAL \$ 1260.36

NOV 28

A 1430.36

10/31-11/1	Kwik Fill	34.52
11/3	Louies - Lumber (MINI & LATE)	182.00
11-5	Shute Fuel	61.00
11/9	DAVE AMON - M/GATE	156.00
"	OFF MONEY ORDERS - BILLS - STATIONERY - 91.45	
11/15	Kwik Fill	60.00
11/21	SNAPPY Fuel/OIL	51.00
"	Repair Gate (CONDUIT DRILLED)	\$1 50 -
"	Service Mowers cut for storage	
"	ABUWAY - Pest Control	41.00
"	Plow Roads / Deliver Fuel - WEED TO TOW IN FUEL TR	
11/22	GRACE INS - QUARTER DISH & NEWS	\$1 285 -
"	UNITED Elec w/ Bal of HOIT WATER TANK	220.84
"	DELO NOV - Debus Gmb	55 -
11-23	MARTINS Fuel C Antifreeze/Stabilizer	36.00
11/25	D. Amos	1150
"	EXTRA LABOR - HELP TO WINTERIZE EQUIP ETC	
11-24	Kwik Fill - TOM LINGLE	33.57
NOTE: Large group of Pittsburg Hunters vandalized Gate @ 4000 - Report to Police		
Y = 115.18		
20		
1430.36		

DEC. 2008

12/5	Kwik-Fill	39.40
12/8	Debs Sanitation DEC 8/08	118
12/11	DISH - Tech storm Dmg.	600
12/10	Kwik-Fill CAN	17.00
12/13	Debitma - Walmart Fuel	16.76

12/20	D. Andon et al. RAPPAIT/SAAN	200
12/21	Alvora - Ice melt - Roof - Lot	4818
12/22	D. Andon / Walmart - Ice Driveway - Leaky	100.00
	Roof - off Kitchen	30.00

12/31	Debs Sanitation (Garage Fuel)	30
	Extra City	8958
12/31	Unleaded	8958

12/31	DISH - Repair of Sound - 91.99	
	Walmart - Louvers - Roof	
	Cable CHARTS for PREVENT	4995
	Further Damage	

NOTE: Fuel Satisfy - TOTAL 1860.86

NOT PAID yet

11/10 11/08 1,004.00

JANUARY 09

TRUCKER

1-1-09	Vandalism Damage - SA Police "Ransom 112.412"	
1-3	AGUE - Temp Fix - Calcium - SALT	67.00
1-3	Work on Plumbing D.A. DL	
1-5-09	D. AMAN	100.00
	FUEL - SAPP BROD DWELER	30.50
1-7-09	D. AMAN - Plow truck to Ginder AND TOW FUEL TRUCK to Lodge - WORE on main gate REPAIR -	
1-9-09	Shete Fuel (CASH)	50.00
1-9-09	COAL - Penn Granville	120.70
1-13-09	Fuel CASH MARTIN'S	22.97
1-15	Tom King - Estate/Mary Ann	42.00
1-19	Bob Heibel - Fuses OUT pipe Freeze/Break - Floor Cash - Parts	
	DUP/D AMAN/Heibel Fuel ("See Heibel Bill") CASH	22.50
	REPAIR NOT COMPLETE - LITER OF FUMPS	50.00
1-22	D.B.H. - Motif Power loss	40.38
1-22	Dave Amos - Gate Vandalism	50.00
1-22	INSURANCE GRANGE Lodge	285.00
1-29	unelec	155.17
1-29	JJ Powell FUEL	97.34
	NO BILL AS OF YET	1.34

FEB, 2009

2-5 Del Refuse 55.00

2/9 Agway T-60 55.70

2/9 D. Aman & FUEL (Kurtin) 200.00

Twp. Vehicle / Plow 480.00

3/17 - Wooster Boys (Per Ralph) 150.00

3/17 D. Amos - Plow - 5 HOURS 150.00

3/18/07 Repair - Partial Water Lines 480.00

D. Amos

- Work on Gate (Vandalism)

D. Amos 2/9 55.00

3/24 Garbage 137.20

2/25 Vehicle 40.00

11 Disit Netos 16.00

2/28 Fuel - 5 Hertz Gas - 16.00

CASH Reimburse D. Heichel

Fix Sale Sign

Total Feb 748.90

NOTE: HEAT FUEL DUE

NOTE: NO PAYMENT TO ALL

MAR-09

3-5-09- Fuel D. AMON 55-

3-6-09 Sheet 61 10-

3-8-09 Amen Gate & Ddris

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

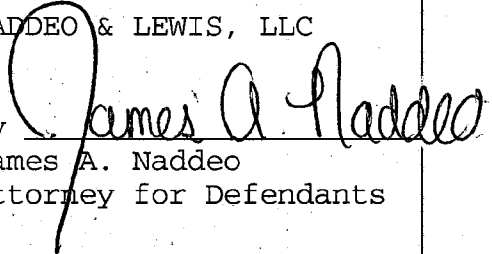
CERTIFICATE OF SERVICE

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
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

APR 17 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

vs.


RALPH G. LINGLE and DENNIS C.
LINGLE,
Defendants

:
:
: NO. 2008 - 1004 - CD
:
:
:
:
:

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.

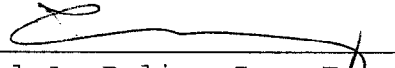
17. That Plaintiff believes and avers that Defendants Ralph and Dennis have participated in other activities and have received sums of money arising for the use of said property and should be required to account to Plaintiff and pay over his share of his share of said receipts.

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.
:

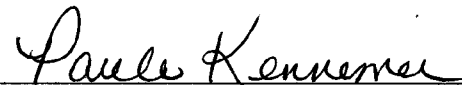
Before me the undersigned officer, personally appeared
LAWRENCE M. RIDDLE, JR., being duly sworn according to law,
deposes and says that the facts set forth in the foregoing
Answer to Counterclaim and New Matter are true and correct to
the best of my knowledge, information and belief.



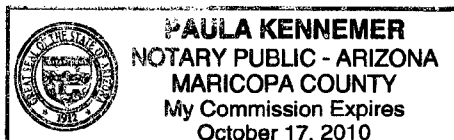
Lawrence M. Riddle, Jr.

Sworn and subscribed before me this 15th day of

April, 2009.



Notary Public



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

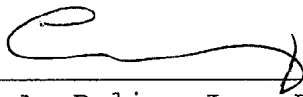
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
 : NO. 2008 - 1004 - CD
vs. :
 :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :

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

FILED

01/10/45/201
MAY 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

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.

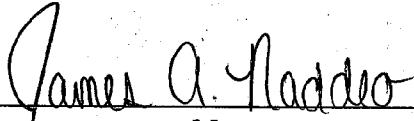
16. Defendants are unable to respond to Plaintiff's alleged state of mind. To the extent that an answer may be required it is denied that Defendants have been involved in any activities that may diminish the value of said property and to the contrary have spent substantial sums of money to preserve the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

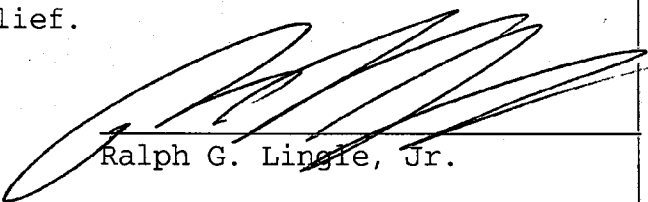

James A. Naddeo
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA)

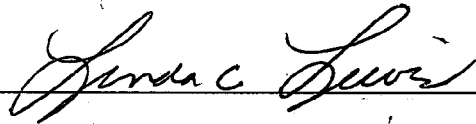
ss.

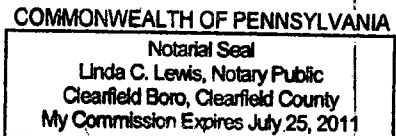
COUNTY OF CLEARFIELD)

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 9th day of May, 2009.


Linda C. Lewis



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

FILED

MAY 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

5 FILED

MAY 13 2009

0/10:30/W

William A. Shaw

Prothonotary/Clerk of Courts

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

3 (Sent to Att?)

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

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 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."

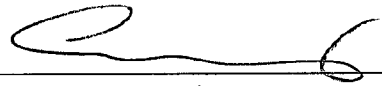
WHEREFORE, Plaintiff moves Your Honorable Court to enter an order that partition be made to the following named parties:

Lawrence M. Riddle, Jr. one-third ($1/3^{\text{rd}}$) share

Ralph G. Lingle one-third ($1/3^{\text{rd}}$) share

Dennis C. Lingle one-third ($1/3^{\text{rd}}$) 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 :
vs. : NO. 2008 - 1004 - CD
: 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 H. Belin
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 :
vs. : NO. 2008 - 1004 - CD
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 ($1/3^{\text{rd}}$) to Lawrence; one-third ($1/3^{\text{rd}}$) to Ralph; and one-third ($1/3^{\text{rd}}$) 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.

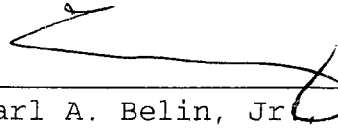
WHEREFORE, Plaintiff demands that:

(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*

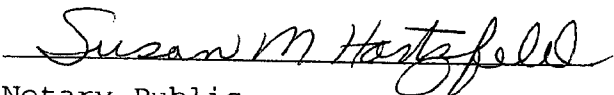
:
:
: SS.

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.

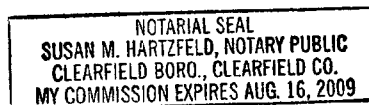


Lawrence M. Riddle, Jr.

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

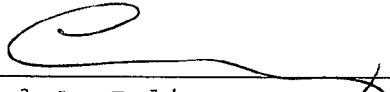
CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a
certified copy of 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.

William L. B...
Prothonotary/
Clerk of Courts

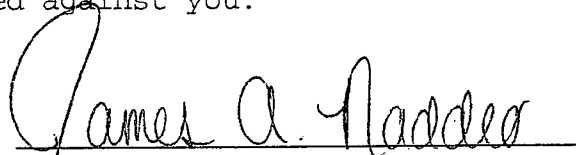
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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

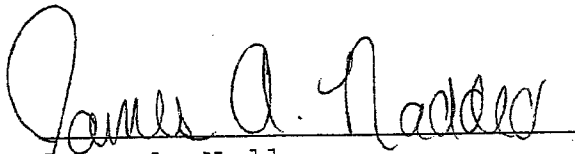
NOW COME the Defendants and bring this counterclaim against Plaintiff upon the allegations hereinafter set forth:

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".

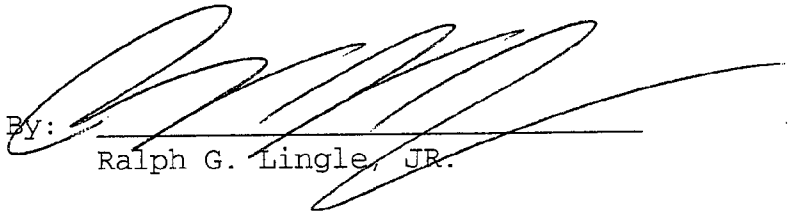
12. That neither Plaintiff nor his predecessor in title have made any contribution to the expenses incurred by Ralph and Dennis toward the preservation and maintenance of the subject property despite their demand for contribution.

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

4/28	Supplies (most fuel)	DD	20
------	----------------------	----	----

MAY 07

JUNE 07

PAID

PD 5/3	Tom Linole & Repair Gate cost	484700	385-	PO	Food Tom D (Paragon Saled)	95.51
				PO 1/1	Fuel - Kwik Fill	31.52
				PO 1/2	D. Amon Mow Co. #29 51048	150
				1/14	Louise's Repair & Box Tars Plumb	107.84
				1/17	Worce Fuel (Heichel)	108.95
				1/18	Jack Anderson (Stone) #1211	118.24
				1/17	Worce Fuel (Luhmurt)	800
				1/13	Tom Linole USED Loc Set Repair	175
				1/14	Robt III Debris Removal	149.84
				1/15	Louise's Keys/Repair	11.56
				1/15	Louise's Key Repair	81.02
				1/1	Louise's Paint (Gabb) - 10000	1160
				1/14	Dave Nelson (Gistate/Bod MARET)	125
				1/21	Kwik Fill worc Fuel Heichel	30
				1/24	Kwik Fill - worc Fuel & Paragon	29.51
				1/24	Dine in (Food) Paragon PD	146.05
					McDoneloe - Paragon	
					(Possible Sale)	
PP 5/22	Sheets work Fuel Heichel	PO	PO-			

GIVE TOM V

NOTE 1990 chev #1860.00 P

TD

JULY 07

AUGUST OUT (D.L. ADVANCE)

PAID		D.L. PAID TILL 8/25		PAID			
7/9	LIM Snyder - Ted Sanderson	3857-	8/15	INSURANCE Policy	8/30 - 11/50	-	285-
7/31	Repairs of Entrance (Flooring)	1	8/1	AGWAY Seed/Smoke rebl		-	220.75
7/24/98	TO Trip. RD - Per Trip Request	1	8/1	TV (DISH)		-	42.39
			8/1	WHEELER (Electric) JOB		-	253.04
7/27	Fuel Sheets - Mow/Equip D.Amen	30-	8/1	BATTERLEE (Fuel - HATS HD)		-	143.42
7/31	FUEL - Mow/Equip Repair Kwik Fill	42.55	8/1	PHONE 4810 - NOT BEI		-	88.00
7/11	Walmart - Repair Supplies	105.92	8/1	Kwik Fill (T.D.L.S. 2 CANS)		-	124.78
7/17	VERIZON 4810 NOT BEI	44-	8/18	WHEELER (Lost 84 GMC)		-	24.00
7/11	LOWES Large Supplys of cement	221.54	8/19	SHEETZ Fuel Mow		-	28.00
7/14	Kwik Fill - WORK	51-	8/19	Big Lots (STORAGE)		-	16-
7/13	D. AMEN - Saw Mower	100-	8/19	STAPLES (STATIONARY)		-	105.00
	NOTE: Gave Dave (D.L. Mow 44 @ 300 ⁰⁰)		8/19	STAPLES (STATIONARY)		-	28.00
7/16	FUEL (Cheese)	33.15	8/19	Kwik Fill (work fuel)		-	94.26
7/12	Kwik Fill (Hatchel) CANS	33.08	8/19	CHOICE (work fuel Hatchel)		-	70.50
7/13	Walmart (water/Supplies)	12-		Kwik Fill (tractors/work oil)		-	
7/24	Batches Copies	3-	8/21	Edwards office (copy)		-	11.00
			8/22	Kwik Fill (IDL) Estate		-	10-
			8/22	DELO (Garbage)		-	55-
			8/23	Kwik Fill (1 can)		-	20-
			8/24	Walmart (Paragon meat)		-	
				Gave away		-	
			8/24	Walmart (Landscaping)		-	22.79
			8/24	Heichel (Estate Boxup)		-	50.00
			8/25	Kwik Fill (FUEL)		-	33.50
			8/25	Estate Prep for Gave A. LISA		-	
				STAYING OWENS		-	
				DAVE AMEN		-	
				BOB HEICHEL		-	
				DHL/IDL/BLK/RLK/RLK/RLK/RLK		-	

OCT. 07

OCT/07

NOTE: SALE OF "Mickey Moore" 33rd ACRES

NOTE: INCREASE IN MONTHLY FIRST TIME RENTALS/FIELDS.

ALL MOVIES HELD IN ESCROW BY NADCO (PER RBL)

10-3	Bob Heichel (Signs) 35 #3 Signs	50
10-4	Kwik Fill (Chevron Signs)	27 ⁰⁰
11	Loews (Signage) & Supply	43 ⁸¹
11	Kwik Fill (Signage Panels)	30 ⁰⁹
11	Post Office M ¹⁰ & Certified Mail	14 ³¹
10-5-07	A. Frick 3 News (Oil) B. Heichel 3 Signs (Oil)	30 ⁰⁰
10-6	Lunch For Above (Moving & TRIM)	10 ¹⁴
10-6/07	NAPA - TRACTOR OIL & TRANSMISSION	53 ¹⁰
11	TR 5th (Good Plans)	30 ⁰⁰
10/14	Loews - Repair Brakes	16 ⁹⁸
1	Loews - "Oil"	5 ¹³
1	Loews - "Oil"	10 ²⁵
1	Loews - "Oil"	10 ²⁵

NOTE: WATER LEAKS FROM TOILET

Plumbing Cause wet overflows

From Septic Tank below

CACTACKER QUARTERS

10/8 Kwik Fill 450 Tractor

10/8 Dave Nelson (Brake Light & Oil)

10/10 Bell Verizon Phone

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/10/07 Kwik Fill - 450 Tractor

10/20/07	Kwik Fill	54 ⁶⁰
11	TRACTOR/RDS. ect	100 ⁰⁰
11	DAVE AMON 3 Cans	40 ⁰⁰
11	ADRIAN AMON 3 Cans	42 ³⁹
11	DISH TV	55 ⁷⁴
11	UNELC	55 ⁰⁰
11	DEL SANITATION	285 ⁰⁰
11	GRANGE MUTUAL FIRE POLICY	285 ⁰⁰
11/30	3/1/08	1393 ²³
10/30/07	GRUB TOTAL	1393 ²³
10/30/07	FEES \$850 PAID	850 ⁰⁰
(PAID)		
ACC. BAL DUES TILL		543 ²³

NOTE:

RECEIVED 11-5-07

SHARP ENTERPRISES

SHARP EQUIP OK #14101

De post FLAT (Gummanworth Band)

OCT. CHARGES 55-543.23

BAL CARRYOVER

4456.47

NOV 07 4,456.77

Credit Card User		#	4,456.77
11-1-07	Kwik Fill	Tecoma 450	40.00
11-1-07	Kwik Fill	(Cash)	40.25
11-3-07	Dave Amos / Austin Amos	CASH	100.00
	meat/trim - drain ditches - pipes		
11-4-07	Fuel		25.00
11-6-07	D. Amos / Bob Heichele	Louises	200.00
	Repair Roof "Shawville (3) boys"		72.39
11-7-07	Verizon		
11-10-07	Dave Amos - Cash		25.00
11/6/07	Louises - Pipe to Boiler		66.64
11-12-07	Kwik Fill	(Cash)	72.80
NOTE: PER RALPH - MECH LACS			
GAVE RALPH keys shawville			
11-12-07	FUEL OIL MIX (LADS 500)		148.91
11-12-07	FUEL OIL MIX (LADS 500)		187.91
	Hydrola Elaid - Brake Repair 310		
	Repair (Quik-Fix) Brake Line		
	Still leaks -		
11-13-07	Louises (Winterize / Cleaning)		148.91
11-13-07	Robert Heichele		75.00
	Storm windows / Plastic & Fix		
	Shoetted out / Lites Speakers in		
	Budget	NO HELP	
Clean out Corl Furnace (Kend)			
11/12/07	Ralph JR / Ericke / Heichele		105.00
	D. Amos		90.11
11/12/07	Louises		52.00
11/12/07	Kwik Fill - FINAL	450 TRACTOR	52.00
P&T Note - SUB TOTAL			
			2,455.55

REAR
 CANCELLED
 NOV 07

REPORT
 CANCELLED
 BAL 1501.22

DECEMBER 07
 Credit Remaining - \$ 397.82

11-14-07	Lowes C Roof Leak Repair	49.96	12-4-07	Lowes	52.50
11	Bob Heichel	45.00	12-4	2x10 e Cieling Tile	
11	A. FRIKKE	45.00	12-4	Frickie/Hecche	
11-15-07	Ralph L. III 3 Longe	50.00		Clean up e Repair Decr -	10.29
	Shawn Owens	50.00		Jamie Parth	
11-16-07	UNELEC - Electric	11.00	12-4	Postal - Vera Certified	9.81
11-25-07	DISH NET - TV 3 #1120	42.39	11	VERIZON 21034810	49.39
11-25-07	Dee Garbage 3 #121	110.00	12/4/07	Fuel - Skate (5-10)	20.00
11-25-07	DAVE AMON			LONGE MESS	
11/28	Ed Nachman Contrm	300.00		London Gate Broke	44.44
11/28	Repair All Cieling Tile Kops	100.00		5-10 Torcup	
11/30	DAVE AMON mto SNOW	22.05		Entrance Stone Clean up	
11/30	Worx Fuel			12/10/07 FUEL DRUM 55 GAL	42.12.00
				SKID STEER T5 2005	37.14
	CREDIT			12/14/07 Lowes (Coal burn)	74.85
	CARRY			12/14/07 Heichel/Twicker help	15.00
	OVER			12/15/07 D. AMON - PORDS / LODGE WORK	4.60
	REMAINING			12/15/07 FUEL	30.20
				12/15/07 PDS 777	
				12/15/07 Laundry - Supplied	

DEL - 1000
mess

12/11/61 HEIGHEL/FRICK - LABOR

28th

PAUSE AMERS - CLEAN SNOW

55th

- CLEAN OUT GARGLE

- ABOUT 2 CLEAN BEDDINGS
AND ASHES & WOODBURNERS
FROM JAMIE - ADAMS

BROCKEN WINDO
Big LIV RM

END OF 2001
GOODS
2001

JOINTING & PAINTING

NOT COUNTING
FUEL DENNIS

OR FOR

NEGATIVE BAL

4/2/76

JANUARY 2008

EXPENSE

		Active
DEC 07	HARRY DUBER	18# 150 176.70
1-8-07	FUEL Kwik Fill	# 40.12
	Diesel - SKID STEER	
"	D. Amos - SNOW REM	50.00
1-3-107	FUEL (Kwik Fill)	# 41.70.00
	SKID STEER - BRACKENSHAW / KAPPAIR	
"	Lumberland Tractor (PARTS) -	# 23.85
	WHEEL REPAIR OF SKID STEER	
1/3-1/4	REPAIR CHASSIS SKID STEER	70.00
	S. DUBENS / D. AMOS / R. HICKED	
1-3	MADDS - COURT HOUSE	105.00
	PARAGON EXT	
1-6	maps (CABALAS)	49.20
1-6	FUEL (Kwik Fill) SKID STEER	40.00
1-8-08	UNELEC	89.78
"	REFUSE DELG	55.00
"	DIST REF.	42.39
	PG&ATL	15.00
1-11-08	Kwik Fill (Diesel)	71.20
"	LAWRENCE - REPAIR OFFICE NOOR	95.11
1-18-08	SAT. D. AMOS / DUB REPAIR MIZAN	70.00
	SPRING HOUSE VALVE (CWEIRD)	
"	TEMPERARY FIX	
	WORK ON PORTA ELEVATOR	

MARCH 08

3/8 DAUCAMEN - Plow 75.00

3/9 Delb Garbage Refund 55.00

3/9 DIST TV Commutation 45.00

3/9 United Electric 83.69

3/9 Verizon 40.39

(DL / A. FRICK - D. FRICK)
Clean Snows 154.00

3/18/08 FUEL from Pined

Kathany Fuel Co - Paid 517.54

by DL 517.54

NOTE: Sattler will not deliver

NOTE: we owe Sattler B.L.C.

AND, I PAID FOR PLUMBING

REPAIRS OCT @ 14.00

BAL. OWED DL \$760.34

3-31-08

Owed Carryover - 763.41

Owed Carryover

483.41

APRIL 08

APRIL (Arr - May 08

HELP
Post 51.91

4/108 Lodge Ins. Policy - 285.00
(4-29 to 5/4/08) Dave Amos - 2.00
53.00

5/4/08 Dish

- DIL/AF - Now - Clean up - Repair

" Electric

120.00

FUEL 4/27 - 62.00

5/5/08 Fuel

FUEL Martin

51.82

5/12 FUEL " "

29.97

5/19 Fuel sheet

36.44

5/18/08 Austin Webster (P Amos) - 70.00

5/23 Clearing mgs

700.00

5/30 Dave Amos

100.00

Hold on ALL
No money

~~NO CARRYOVER~~

NO CARRYOVER

LISTED
FOR GOV

DIL/AF/BA

Other

119.64

Clean up 50.00

TOTAL \$ 813.41

TOTAL 10 MAY 08 959.82

JUNE 08 -

Ralph
Credit 120.44 JUNE 08

6-5 SHEETZ FUEL

88.35

6-5 POSTAL

5.25

6-5 Aqueduct - SINK

95.15

~~Subtotal~~

NOTE: 6-10

Ralph paid \$2,500.00 toward bills

6-10 (Ralph owed 959.82)
AS OF MAY 30 (2008)

6-10 SATERLEE

1818.12

6-11 LANCASTER AD

145.10

6-11 LANELEC

135.29

6-11 TY

101.14

6-11 BIRD WISC

126.00

6-11 GATBAGE

110.00

6-11 DAVE AMBLY

100.00

REPAIR KIT SINK DRAIN

Due to PARTY R. Lingie

AS OF JUNE 10 - \$2839.49

PAST AMT. 11919.14

Ralph 3500.00

2319.54 = 2319.54

Rest - 120.44

CREDIT AS OF JUNE 11, 2008

6-12 FUEL SHEETZ 82 103.95

6-13 GRACE INSURANCE 8296.00

6-13 NAPA - Filters/oil 154.00

6-14 JORDAN - Austin Lancaster 50.00

6-14 LOWES - Trimmer cut line 116.00

6-17 DAVE AMBLY 145.00

6-17 LOWES - oil filters Komac 135.00

6-18 FUEL 30.00

6-20 LOWES - Plumb Repair local 18.34

6-20 FUEL - Kwik Fill 71.20

6-20 FUEL - Kwik Fill 10.03

6-20 FUEL - Kwik Fill 1300.00

6-24 DISH TV 45.00

6-24 UNELCT elec. 79.00

6-24 TRACTOR SUPPLY 45.19

6-24 Curbed - tire trailer 38.84

6-28 Hite Co. Electric 107.01

6-28 Kwik Fill 107.01

Sub: 11051.76

EXTRA: 1051.76

INSURANCE 290.00

NET IN TOTAL 1341.76

NOTE: FISH 11200

Ralph 556.44

over well 10/1/08
 15th

7-1-08	Justin Wooster (Cash)	30.00
"	Austin	10.00
"	DAVE AMON	10.00
7-2	FUEL - Sheets	20.10
7-3	FUEL - Woodland Field	68.68
7-4	Justin Wooster (Cash)	50.00
7-7	FUEL WBD Tractor	48.52
"	SPARK PLUG	2.12
"	Mactins - Paper Towel / Nuthalls	31.00
"	C. SNARKED - Varnish	6.60
"	Walmart Keys - R6L	26.00
"	Kwik Fill	31.77
"	Walmart (Broom)	
"	WHITE. Potential buyers on property	
"	Extra Expense	
7-10-08	Sheetz Fuel	15.33
7-14-08	Sheetz Fuel	82.00
"	D. AMON / JUSTIN ID	150.00
7-15	FUEL Cans - sheets	175.00
"	Sheetz	20.00
7-16	United Electric	50.00
7-20	Fuel Sheetz	20.00
7-23	FUEL Kwik Fill	19.50
7-27	Kwik Fill	70.00
7-29	DAVE AMON	150.00
"	(Austin Wooster)	10.00
"	Shawn Duns	130.00
"	Mix Cans - sheetz	20.00

12,110.02

AUG. 28

TOTAL \$1350.24 - 13-675.12

8-2	FUEL	100.00	80.00	ONS.
8-3	D. Amen / wooder man	150.00	150.00	M/O
8-8	Kwik Fill - 10000	80.00	80.00	
8-8	Sheete Fuel - 1000	20.00	20.00	
8-12	Sheete Fuel - 1000	20.00	20.00	
8-14	ATM LVM 1000	140.00	140.00	
8-15	D. Amen 3 Man	100.00	100.00	
8-15	Kubota 3 Man	40.00	40.00	
8-17	SHIPPY'S FUEL	19.50	19.50	
8-18	DeL Garbage	35.00	35.00	
8-18	DISH TV 2000	45.00	45.00	
8-18	Orange INS	300.00	300.00	
8-19	Optima FUEL			
8-19	Big Tractor 2 (2) CANS	130.00	130.00	50
8-19	Opzima - CANS	30.00	30.00	
8-23	Fuel 400	20.00	20.00	
8-28	Fuel 400	9.00	9.00	
8-28	D. AVE Amen	125.00	125.00	
8-28	Justin Wooder	50.00	50.00	
8-28	Repair East Gate			
	Work @ Water Leaks			
	Sept Exp	1350.24	1350.24	
	hodge exp			

NOTES: EXTRA COST FROM LANS

SEPT 08

9-1 Fuel KwikFill	99.90
9-3 Atwood Gasco Repair	22.00
9-6 Ground Hog in Lodge - Fuel Tanks & AMOUNT	100.00
9-8 UNELC - Elec.	60.00
9-8 Dish Communications	45.00
9-8 Assistant Off. Repairs	93.20
9-15 Walmart - Glock - Water	100.00
9-16 Fuel UNELC - 4501000	100.00
9-18 - Dave Amos	150.00
9-18 - Austin Webster	150.00
USE 450 Tractor - Fall Maintenance	
Broken Reels	
Broken Glass in (Cappella)	
Door/In Repair	
STORM DAMAGE TO ROOF	
Roof on Entrance - Kennel shed	
Debris - 200	
9-20 Fuel OPTIMA - hyd. Fluid	95.05
9-19 Postal M.O. Bills	2.10
9-19 Walmart - Fuel 4000	21.20
9-20 Bill Tuma - Weed Spray	55.00
9-23 Dish TV	50.00
9-23 Home Depot - Just Chemicals	22.75

NO DIL TIME

✓

Free

7/26

max / 20 Labor - 2000
- 10000 01000 - 20000

[illegible]

11/5/88
P15 126262 Electric
S890

[illegible]

10/10	W Almsct (water)	5484
-------	------------------	------

Fuel 76⁰⁰

Date	Description	Amount
10/11	Washburn State Bank	150.00
10/12	D. Ammon Spout 101 & Co. Soda Farm	

10/11	Sheetz	Fuel	26
-	PICK UP NEAL AT WATER TANK	H&H	26

10/18 Fuel Kwik-Fill	82.99
10/18 Food Lion	100.00
10/18 Food Lion	100.00

Repair Sliding Doors & Leaky	100.00
IN Roof - Patch only - Leaky & Awning	

Costarclip Kitchen - User of the Buddy
email: costarclip@protonmail.com 11/6/20

Vandalism - RevFRD Oct 11/16 AGWA - PLASTIC BOMB 39

MAJID HOSSEIN VANDANAM

DATE	DESCRIPTION	AMOUNT	BALANCE
10/1/81	1260.36		

1

NOV 28

A 1430.36

10/31-11/1	Kwik Fill	34.50
11-3	Kovacs - Lumber (MINIDUAL/CONT)	1221.00
11-5	Sheetz Fuel	421.00
11/9	DAVE ARMOR - M/EXTG	1501.00
"	OFF MONEY ORDERS - BILLS - STATIONARY	- 91.45
11/15	Kwik Fill POSTAL EXT	620.00
11/19	SNAPEYS Fuel/OIL	511.00
"	REPAIR GATE CONDU (DRILLERS)	41.50 -
"	SERVICE MOWERS EXT TO STORAGE	41.00
"	AGWAY - PEST CONTROL	41.00
"	PLUM ROUNDS / DELIVER FUEL - NEED TO TOW IN FUEL TR	41.00
11/22	GRANGE INS - QUANTER	41.00
"	DISCARD NEWS	511 -
"	VOITED Elec w/ Bal of WOST	220.84
"	WATER TANK	155 -
"	DELS NOV - DEBRES GMB	310.00
11-23	MARTINS FOEL (ANTIFREEZE/STABILIZER)	1150
11/25	D. ARMOR	33.57
"	EXTRA LABOR - HELP TO WINTERIZE EQUIP EXT	33.57
11-24	Kwik Fill - TOM LINGLE	33.57
NOTE: LARGE GROUP OF PITTSBURG HUNTERS VANDALIZE GATE @ JAYGE - REPORT TO POLICE		
V = 115.18		1430.36
20		

DEC. 2008

12/5	Kyle Full	39.40
12/8	Deb Sanstator DEC 4th	118
12/10	Dist H - Tech storm Dmg	600
12/10	Kwik Fill Can	7.76
12/13	Optima - Walmart Fuel	16.76
12/20	D. Amos et al Repair / 5MM	200
12/22	Ploway - Ice melt - Roof lot	48.18
12/22	TD #man / Walmart - Ice Driveway & Leaky	100.00
12/31	Roof - off Kitchen	30.00
12/31	Deb Sanstator (Cover Fuel)	30
12/31	EXTRA CHG CABINET	89.58
12/31	Cheryl	21.99
12/31	Dis H - Repair of 6000 - 21.99	
12/31	WATERED - Louies - Roof Cable CHARTS For prevent Further Damage	49.95
NOTE: FUEL SAVED -		4860.86
NOT PAID yet		51
11/18	11/18 / 1.004.00	
12/1		

JANUARY 09

George C. HARRIS

1-1-09	Vandalism Damage - St. John's R	112.42
1-3-09	Plumbing - J. H. P. - Temp. Fix	67.00
1-3-09	Work on Plumbing D.A. D.C.	106.40
1-5-09	D. A. MAN	30.50
1-7-09	FUEL - SAPP BROD	30.50
1-7-09	D. A. MAN - Plus truck to lumber	
1-7-09	AND TOW FUEL TRUCK to lumber	
1-7-09	WORK on main Gate REPAIR	
1-9-09	Shells FUEL (CAN 5)	150.00
1-9-09	COAL - Ann Campbell	120.70
1-13-09	FUEL CANS MARTIN	24.00
1-15	Tom Kingly - Gate/many bills	420.00
1-19	Bob Heibel - FOWER COIT	
1-19	Pipe Freeze/Break	
1-19	Leaky - Parts	
1-19	D. A. MAN/Heibel FUEL	32.50
1-19	(See Heibel Bill) GOOD	50.00
1-19	REPAIR NOT Complete - LATER of FUEL	
1-19	D. A. MAN - Motley Fower	40.30
1-19	COAL D. A. MAN - Gate Vandalism	50.00
1-19	INSURANCE	285.00
1-19	UNELED	165.17
1-19	J J FOWER FUEL	77.34
1-19	NO BILL AS OF	1.134

FEB. 2009

2-5 Del Refuse

55.00

2/9 Agway Inc

55.70

2/9 D. Aman ~ Fuel (Knoxville)

200.00

Top Vehicle / Plow

100.00

2/17 - Wooster boys (Per Ralph)

00

2/17 - D. Amos - Plow - 5th Avenue

150.00

2/18/09 Repair - Partial - Water Lines

100.00

D. Amos

- Work on Gate (Vandalism)

219.00

2/24/ GARBAR

55.00

2/25 Vehicle

132.20

2/25 Dist News

10.00

2/28 Fuel - 5th Ave Gas

10.00

Cash Reimburse D. Heichel

10.00

Fix Sale Sign

148.90

NOTE: Heat Fuel Due

NOTE: NO PAYMENT TO BKL

MAR 09

3-5-09 - Fuel D.A.MOND 505-

3-6-09 sheet in 10-

3-8-09 Amer Gate & Debris

Clean up in Downspout & Rain
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
*
*
*
*

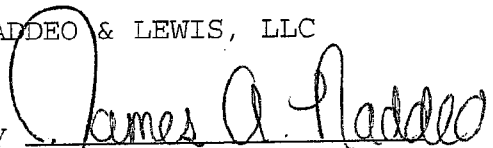
CERTIFICATE OF SERVICE

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
Attorney for Defendants

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. : ANSWER TO COUNTERCLAIM AND
LINGLE, : NEW MATTER
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.

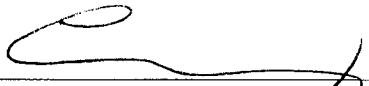
17. That Plaintiff believes and avers that Defendants Ralph and Dennis have participated in other activities and have received sums of money arising for the use of said property and should be required to account to Plaintiff and pay over his share of his share of said receipts.

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.

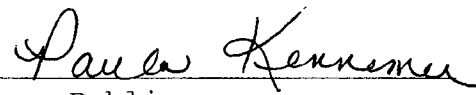
Before me the undersigned officer, personally appeared LAWRENCE M. RIDDLE, JR., being duly sworn according to law, deposes and says that the facts set forth in the foregoing Answer to Counterclaim and New Matter are true and correct to the best of my knowledge, information and belief.



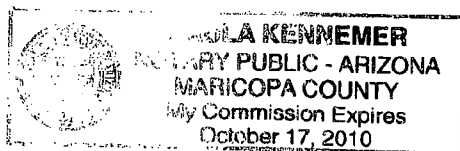
Lawrence M. Riddle, Jr.

Sworn and subscribed before me this 15 day of

April, 2009.



Notary Public



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

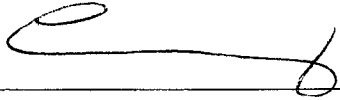
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
 : NO. 2008 - 1004 - CD
vs. :
 :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a
certified copy of 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.	* 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.

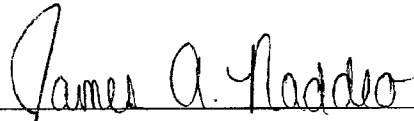
16. Defendants are unable to respond to Plaintiff's alleged state of mind. To the extent that an answer may be required it is denied that Defendants have been involved in any activities that may diminish the value of said property and to the contrary have spent substantial sums of money to preserve the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

Sandra C. Secor

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

FILED

0/3:38/51
MAY 14 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 :
vs. : NO. 2008 - 1004 - CD
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

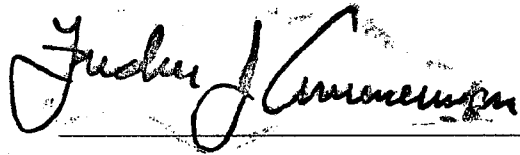
Ralph G. Lingle one-third (1/3rd) share

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,

9 M., 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,



FILED

MAY 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/14/09

X 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)

5
FILED No CC
01/05/11
MAY 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

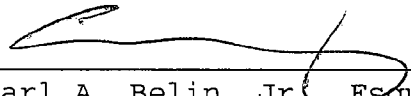
LAWRENCE M. RIDDLE, JR., :
Plaintiff :
 : NO. 2008 - 1004 - CD
vs. :
 :
RALPH G. LINGLE and DENNIS C. :
LINGLE, :
Defendants :

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-

RALPH G. LINGLE and
DENNIS C. LINGLE

No. 08-1004-CD

FILED

JUN 12 2009

0/4:00h
William A. Shaw (61)
Prothonotary/Clerk of Courts

Cent to Atty

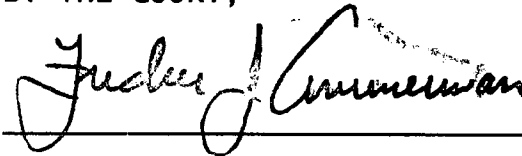
BEW

+
NADAF

ORDER

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

DATE: 6-12-09

☒ You are responsible for serving all appropriate parties.
☒ The Probationary's office has provided service to the following parties:
☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other
☐ Defendant(s) ☐ Defendant(s) Attorney
☐ Special Instructions:

FILED
JUN 12 2009
William A. Shaw
Probationary/Clerk of Courts

UA

v.

FILED

JUL 08 2009
012105/W

William A. Shaw
Prothonotary/Clerk of Courts

5 cent to
Anne Brown
(62)

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.

RALPH G. LINGLE and DENNIS
LINGLE,

Defendants.

*
*
*
*
*
*
*
*

No. 08 - 1004 - CD

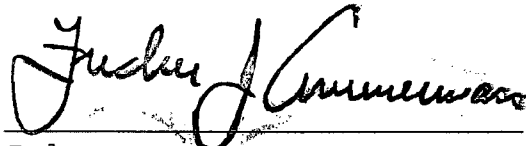
CONSENT ORDER

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

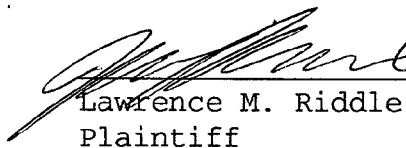
1. The property subject to the above-captioned action shall be listed with Amon, Shimmel and Walsh. The property will be listed for a period of 6 months at a price to be established by the listing agent.
2. Should the parties receive an offer on the property within \$10,000.00 of the listing price the 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.

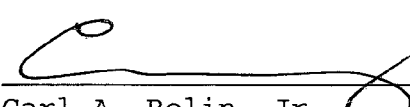
BY THE COURT:


Judge

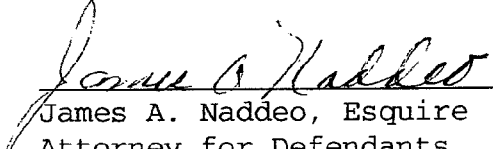
We, the undersigned, agree to and consent to the above being made an Order of Court.

 for Lawrence M. Riddle, Jr.
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

DATE: 7-8-09
☒ You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) _____
 Defendant(s) _____
 Plaintiff(s) Attorney _____
 Defendant(s) Attorney _____
 Other _____
 Special Instructions: _____

to Bureau
for

FILED
 JUL 08 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

vs.

RALPH G. LINGLE and DENNIS C.
LINGLE,
Defendants:

NO. 2008 - 1004 - CD

MOTION TO ENFORCE SETTLEMENT
AGREEMENT 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)

FILED

0110:43/01
NOV 20 2009

William A. Shaw
Prothonotary/Clerk of Courts

3cc
Amy Belin
(60)

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

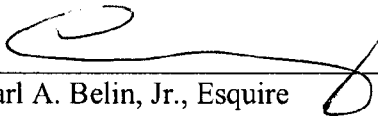
agreement. A copy of said letter is attached hereto, made a part hereof, and marked **Exhibit "5."**

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

NADDEO & LEWIS, LLC

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

RECEIVED

OCT 29 2009

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:

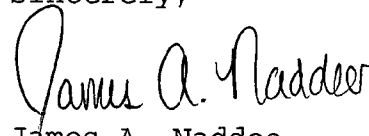
1. Mr. Riddle will convey his undivided 1/3 interest in the surface and improvements to Defendants, Ralph Lingle and Denny Lingle as tenants in common with no right of survivorship.
2. Defendants will pay to Mr. Riddle the sum of \$55,000 less his share of the closing costs. Closing costs shall include 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 Praecipe 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 **GRANTEES**:

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:

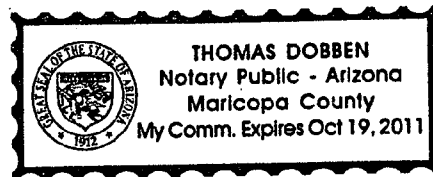
 (SEAL)
Lawrence M. Riddle, Jr.
 (SEAL)
Jennifer Jo Sosnowski

State of Arizona)
County of Maricopa)

On this 11th day of November, 2009, before me personally appeared Lawrence M. Riddle, Jr. & Jennifer J. 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



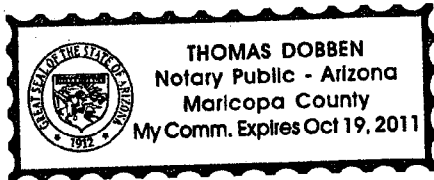
STATE OF ARIZONA

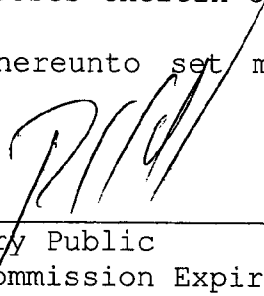
:
:
: SS.

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

Witness my hand this ____ day of _____, 2009.

Agent/Attorney for Grantees

A. Settlement StatementU.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.

6. 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 "(p.o.o.)" were paid outside closing; they are shown here for informational purposes and not included in the totals.

D. Name and Address of Borrower

Ralph G. Lingle, Jr.
Dennis L. Lingle
PO Box 22
Clearfield PA 16830

E. Name and Address of Seller

Lawrence M. Riddle, Jr.
27380 North 59th Street
Scottsdale AZ 85266

F. Name and Address of Lender

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

Lot

Block

J. Summary of Borrower's Transaction**100. Gross Amount Due From Borrower**

101. Contract sales price	55,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	7,310.17
104.	
105.	

Adjustments for items paid by seller in advance

106. City/town taxes 11/30/2009 to 12/31/2009	6.92
107. County taxes 11/30/2009 to 12/31/2009	42.71
108. Assessments to	
109. School Tax 11/13/2009 to 30/2010	825.84
110. to	
111. to	
112. to	
113. to	
114. to	
115. to	

120. Gross Amount Due From Borrower 83,185.64

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213. to	
214. to	
215. to	
216. to	
217. to	
218. to	
219. to	

220. Total Paid By/For Borrower

300. Cash At Settlement From/To Borrower

301. Gross amount due from borrower (line 120)	83,185.64
302. Less amount paid by/for borrower (line 220)	

303. Cash ☒ From ☐ To Borrower 83,185.64

K. Summary of Seller's Transaction**400. Gross Amount Due To Seller**

401. Contract sales price	55,000.00
402. Personal property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409. School Tax 11/13/2009 to 30/2010	825.84
410. to	
411. to	
412. to	
413. to	
414. to	
415. to	

420. Gross Amount Due To Seller 55,825.84

500. Reductions in Amount Due To Seller

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	1,833.38
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes 1/1/2009 to 11/13/2009	50.93
511. County taxes 1/1/2009 to 11/13/2009	314.58
512. Assessments to	
513. to	
514. to	
515. to	
516. to	
517. to	
518. to	
519. to	

520. Total Reduction Amount Due Seller 2,198.84

600. Cash At Settlement To/From Seller

601. Gross amount due to seller (line 420)	55,825.84
602. Less reductions in amt. due seller (line 520)	2,198.84

603. Cash ☒ To ☐ From Seller 53,627.00

SUBSTITUTE FORM 1099 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				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. Total Sales/Broker's Commission based on price \$	165,000.00 @ 7.00	% =	11,550.00		
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.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee		%			
802. Loan Discount		%			
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
812.					
813.					
900. Items Required By Lender To Be Paid In Advance Exclude last day in sales - line 901					
901. Interest from	to	@	/ day		
902. Mortgage Insurance Premium for		months to			
903. Hazard Insurance Premium for		years to			
904.		years to			
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	1	months @ \$	per month		
1002. Mortgage Insurance	1	months @ \$	per month		
1003. City property taxes	1	months @ \$	per month		
1004. County property taxes	1	months @ \$	per month		
1005. Annual assessments	1	months @ \$	per month		
1006.	1	months @ \$	per month		
1007.	1	months @ \$	per month		
1008. Aggregate Accounting Adjustment					
1100. Title Charges					
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. Belin, Jr. - poc			
1106. Notary fees	to				
1107. Attorney's fees	to	Naddeo & Lewis, LLC		4,065.00	
(Includes above items numbers:)	
1108. Title insurance	to				
(Includes above items numbers:)	
1109. Lender's coverage	\$				
1110. Owner's coverage	\$				
1111.					
1112.					
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$	28.50	Mortgage \$		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.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, 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. I hereby 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.

U.S. GOVERNMENT PRINTING OFFICE: 1999-0-550-000

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.

Exhibit "5"

UA

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 30th 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
01/4/00/201
NOV 20 2009
Atty Belin
William A. Shaw
Prothonotary/Clerk of Courts

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

vs.

RALPH G. LINGLE and DENNIS C.
LINGLE,

Defendants:

NO. 2008 - 1004 - CD

CERTIFICATE OF SERVICE

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
012:4080
NOV 23 2009
5
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.

RALPH G. LINGLE and DENNIS C.
LINGLE,
Defendants

NO. 2008 - 1004 - CD

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 2cc
014:00/BN
DEC 10 2009
Arms: Belin
Naddo
William A. Shaw
Prothonotary/Clerk of Courts

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

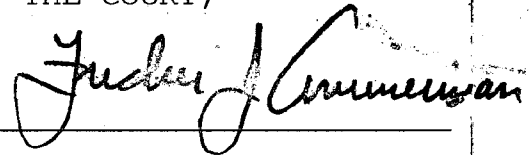
ORDER

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,

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

President Judge

FILED

DEC 10 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/10/09

☐ 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 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

012:456
JAN 06 2010

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty
Naddeo
(60)

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

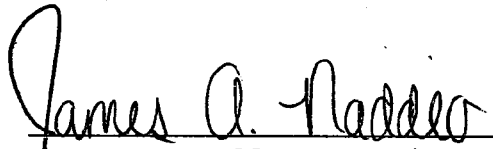
JOINT PRAECIPE TO SETTLE AND DISCONTINUE

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