

08-1487-CD  
James Hanslován vs Kelly Buchmiller et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

James Hansbun  
(Plaintiff)

142 Knox Run Road  
(Street Address)

Morrisdale, PA 16858  
(City, State ZIP)

VS.

Kelly Buchmiller  
(Defendant)

1017B Hill Street  
(Street Address)

Philipsburg, PA 16866  
(City, State ZIP)

Terry English  
228 Church Street  
Morrisdale, PA 16858

Frank Bates  
1017B Hill Street  
Philipsburg, PA 16866

CIVIL ACTION

20 08 - 1487 - CD  
No. CV-0000123-08

Type of Case: Civil

Type of Pleading: not guilty

Filed on Behalf of:

Defendant/self  
(Plaintiff/Defendant)

FILED No CC.

012:25 LM  
AUG 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Kelly Buchmiller  
(Filed by)

1017B Hill Street  
(Address)

(814) 342-0791  
(Phone)

Kelly Buchmiller  
(Signature)

## In the Court of Common Pleas of Clearfield County, Pennsylvania

## Civil Division

James Hanslovian

Plaintiff

Kelly Buchmiller

vs.

Defendant

No. \_\_\_\_\_ C.D.

AFFIDAVIT IN SUPPORT OF PETITION TO PROCEED IN FORMA PAUPERIS

1. I am the Plaintiff/Defendant in the above matter and because of my financial condition I am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family, friends and associates, to pay the costs of litigation.
3. I represent that the information below relating to my ability to pay the costs and fees is true and correct.

a. Name Kelly Lee BuchmillerAddress 1017 B Hill Street  
Philipsburg, PA 16866Social Security Number 197 - 70 - 6292b. Date of last employment June 2008Employer GoodwillAddress Philipsburg, PA 16866Salary/Wages..... \$17.00/hr : 500x3 weeksType of work labas

c. Other Income:

Business/Profession..... \$ none  
Self-employment..... \$ none  
Interest..... \$ none  
Dividends..... \$ none  
Pension..... \$ none  
Annuities..... \$ none  
Social Security Benefits..... \$ none  
Support Payments..... \$ none  
Disability payments..... \$ none  
Unemployment Compensation/  
Supplements Benefits..... \$ none  
Workmen's Compensation..... \$ none  
Public Assistance..... \$ none  
Food Stamps..... \$ 350  
Other..... \$ none

d. Other contributions to my household support (please circle):

Name of Spouse, Boyfriend/Girlfriend, or Roommate/Housemate

none

Employer \_\_\_\_\_

Salary/wages per month..... \$ \_\_\_\_\_

Type of work \_\_\_\_\_

Contributions from my child(ren)... \$ \_\_\_\_\_

Contributions from my parent(s),  
family members, or any other  
individuals..... \$ \_\_\_\_\_

e. Property Owned:

Cash..... \$ none  
Checking Account..... \$ ~~4000~~ 50.00  
Savings Account..... \$ none  
Certificates of Deposit..... \$ none  
Real Estate (including home)..... \$ none  
Motor Vehicle(s) - Make none  
Year \_\_\_\_\_  
Cost..... \$ \_\_\_\_\_  
Amount owed..... \$ \_\_\_\_\_

Stocks, bonds..... \$ NONE  
Other..... \$ NONE  
Other..... \$ NONE  
Other..... \$ NONE

f. I have the following debts:

Utilities: \$ 16.57, explain Electric (capp program)  
\$ 61.16, explain comcast cable & internet  
\$ 79.39, explain phone  
\$ 0.00, explain none  
Groceries: \$ 420.00  
Rent/Mortgage: \$ 353.00, explain rent  
Loan(s): \$ 0.00, explain none  
Auto Expense: \$ 47.00, explain car insurance  
Child Care: \$ 0.00, explain none  
Miscellaneous: \$ 20.00, explain credit card

g. Person(s) dependent upon you for support:

Wife/Husband's name N/A

Children, if any:

Name	<u>Skyah Lee Baker</u>	Age	<u>1</u>
Name		Age	
Name		Age	
Name		Age	
Name		Age	
Name		Age	

Other person(s) dependent upon you:

Name	<u>none</u>	Age	
Name	<u>none</u>	Age	
Name	<u>none</u>	Age	

4. I understand that I have a continuing obligation to inform the Court of improvements in my financial circumstances which would permit me to pay the costs incurred herein.

DATE: 08/10/2008

NAME: Kelly Lee Buchmiller

TELEPHONE NUMBER: (814) 342 - 0791

ADDRESS: 1017 B Hill Street  
Phillipsburg, PA 16866

OTHER PARTIES INVOLVED: \_\_\_\_\_

REASON FOR FILING THIS PETITION (Write a brief description of your financial problem(s), please be specific. Failure to do so could result in your request being delayed or denied.) (Example: request for filing fee or Mediation Conference fee to be waived due to your inability to submit the required fee because...)

I have no Income. I recently lost my  
source of income from my boyfriend. He lost  
his job. I am unable to borrow the money.

TYPE OF ACTION: (divorce, custody, District Justice appeal, etc. Please specify what type of action you are pursuing through this application.)

District Justice appeal.

## VERIFICATION

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

8-10-08

Date

Kelly La Buchmiller

Petitioner

CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION

I, Kelly Lee Buchmiller, having filed with the Court an Affidavit requesting In Forma Pauperis standing, hereby consent to the release of any information which may be requested by the Judges of the Court of Common Pleas of Clearfield County, or by any employee of the Court Administrator's Office acting on the behalf and at the direction of any said Judge, relating to any employment compensation, Worker's Compensation, Social Security, Department of Public Welfare or Black Lung benefits which I may receive from any county, state or federal agency which administers or handles processing of any of the above described benefits. This consent shall also authorize the release to the said Court or designee of any information as to any compensation I am receiving, or have received in the past twelve (12) months, from any full or part-time employment of any type whatsoever.

This consent shall remain in effect for a period of twelve (12) months herefrom. A copy or FAX of this release shall have the same legal effect as the original.

Social Security Number: 197 - 70 - 6292

Board of Assistance Number (food stamps, etc.): 92040

DATE:

08 / 10 / 2008

Kelly Buchmiller  
signature



In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

James Hanslavan

Plaintiff

197-70-6292 vs.

Kelly Lee Buchmiller

Defendant

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 2008-1487 C.D.

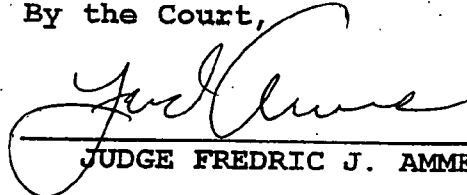
ORDER

NOW, this 13 day of August,  
2008, upon consideration of the foregoing Affidavit in Support  
of Petition to Proceed in Forma Pauperis, it is the ORDER of this  
Court that said Petition is GRANTED / ~~DENIED~~.

fjsA

If the Petition is GRANTED, Filing / ~~Mediation Conference~~  
fee is hereby WAIVED.

By the Court,

  
JUDGE FREDRIC J. AMMERMAN

FILED

9/4/0064  
AUG 13 2008

William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD  
PO BOX 210**

**KYLERTOWN, PA**

Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF:

NAME and ADDRESS

**HANSLOVAN, JAMES  
142 KNOX RUN RD.  
MORRISDALE, PA 16858**

VS.

DEFENDANT:

NAME and ADDRESS

**ENGLISH, TERRY, ET AL.  
11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**

Date Filed: **5/30/08**



**MICHAEL A. RUDELLA  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA 16847-0444**

**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **BUCHMILLER, KELLY LEE**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$

☐ Portion of Judgment for physical damages arising out of  
residential lease \$

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>2,624.77</b>
Post Judgment Credits	\$
Post Judgment Costs	\$
<b>Certified Judgment Total</b>	\$ <b>2624.77</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**FILED**

**016-3861  
AUG 13 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**7-18-08** Date *MA Rudella*, Magisterial District Judge

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

**8/5/08** Date *MA Rudella*, Magisterial District Judge

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

SEAL

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-1487-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <u>Kelly Buchmiller</u>	MAG. DIST. NO. <u>46-3-03</u>	NAME OF MDJ <u>Michael A. Rudella</u>
ADDRESS OF APPELLANT <u>1017 B Hill Street</u>	CITY <u>Philipsburg</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>07/18/08</u>	IN THE CASE OF (Plaintiff) <u>James Hanslovian</u>	ZIP CODE <u>16866</u>
DOCKET No. <u>CV-0000123-08</u>	(Defendant) <u>Terry English "etal"</u>	
SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Kelly Buchmiller</u>		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
Signature of Prothonotary or Deputy		

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

## PRAECIPE: To Prothonotary

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

(Common Pleas No. 2008-1487-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Kelly Lee Buchmiller  
Signature of appellant or attorney or agent

RULE: To James Hanslovian appellee(s)  
Name of appellee(s)

## OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

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

Date August 13, 2008

FILED ICCP/HF  
014:00301 ICC Def.  
AUG 13 2008 ICC MDJ Rudella

William A. Shaw  
Signature of Prothonotary or Deputy

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

William A. Shaw  
Prothonotary/Clerk of Courts

11/14

COMMONWEALTH OF PENNSYLVANIA

; SS

5

Signature of affiant

Conductivity estimate

11. 11. 11

1952-1953

80 314.75

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-1457-C.D

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <u>Timothy A. Budek</u>	MAG. DIST. NO. <u>46-3-03</u>	NAME OF MDJ <u>Timothy A. Budek</u>
ADDRESS OF APPELLANT <u>1611 E. 14th St.</u>	CITY <u>Philadelphia</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>07/18/08</u>	IN THE CASE OF (Plaintiff) <u>James Hartslovan</u>	(Defendant) <u>Terry English et al</u>
DOCKET No. <u>CV-0000123-08</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Timothy A. Budek</u>	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
Signature of Prothonotary or Deputy		

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

## PRAECIPE: To Prothonotary

Enter rule upon James Hartslovan appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2008-1457-C.D) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Timothy A. Budek  
Signature of appellant or attorney or agent

RULE: To James Hartslovan appellee(s)

Name of appellee(s)

## OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

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

Date August 13 2008

William A. Hartslovan  
Signature of Prothonotary or Deputy

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

---

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the Magisterial District Judge designated therein on  
(date of service) \_\_\_\_\_, 20\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_ on  
\_\_\_\_\_, 20\_\_\_\_. ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_, 20\_\_\_\_

Aug. 11. 2008 2:33PM

No. 4549 P. 1

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLARKEFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon.  
**MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0444**

PLAINTIFF: **HANSLOVAN, JAMES**  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

VS.  
DEFENDANT: **ENGLISH, TERRY, ET AL.**  
**11 HANSLOVAN CT.**  
**MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**MICHAEL A. RUDELLA**  
**131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA 16847-0444**

**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

- ☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**  
☒ Judgment was entered against: (Name) **BUCHMILLER, KELLY LEM**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$

☐ Portion of Judgment for physical damages arising out of  
residential lease \$

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,624.77</b>
Post Judgment Credits	\$
Post Judgment Costs	\$
<b>Certified Judgment Total</b>	<b>\$ 2624.77</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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**7-18-08** Date **MA Rudella**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**8/5/08** Date **MA Rudella**, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: **7/18/08 2:46:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**  
Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: **HANSLOVAN, JAMES**  
**142 KNOX RUN RD.  
MORRISDALE, PA 16858**  
VS.  
DEFENDANT: **ENGLISH, TERRY, ET AL.**  
**11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

**TERRY ENGLISH  
11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **BATES, FRANK**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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**7-18-08** Date *MA Rudella*, Magisterial District Judge

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

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

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

SEAL



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0444**

PLAINTIFF: **HANSLOVAN, JAMES**  
**142 KNOX RUN RD.  
MORRISDALE, PA 16858**  
VS.  
DEFENDANT: **ENGLISH, TERRY, ET AL.**  
**11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

**TERRY ENGLISH  
11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **ENGLISH, TERRY**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ 2624.77</b>

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**7-18-08** Date **MA Rudella**, Magisterial District Judge  
I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**7/18/08** Date **MA Rudella**, Magisterial District Judge

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

SEAL

AOPC 315-07

**DATE PRINTED: 7/18/08 2:46:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0444**

**MICHAEL A. RUDELLA**  
**131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA 16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: **HANSLOVAN, JAMES** NAME and ADDRESS  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

VS.  
DEFENDANT: **ENGLISH, TERRY, ET AL.** NAME and ADDRESS  
**11 HANSLOVAN CT.**  
**MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **BATES, FRANK**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ 2624.77</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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**FILED**

**012:386N**  
**AUG 20 2008**

**GV**

William A. Shaw  
Prothonotary/Clerk of Courts

**7-18-08** Date **MA Rudella**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**8/18/08** Date **MA Rudella**, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0444**

**MICHAEL A. RUDELLA**  
**131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA 16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: **HANSLOVAN, JAMES** NAME and ADDRESS  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

VS.  
DEFENDANT: **ENGLISH, TERRY, ET AL.** NAME and ADDRESS  
**11 HANSLOVAN CT.**  
**MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **ENGLISH, TERRY**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ <b>2624.77</b>

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**7-18-08** Date **MARUDELLA**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**8/18/08** Date **MM**, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**  
Telephone: (814) **345-6789** **16847-0444**

**MICHAEL A. RUDELLA**  
**131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA 16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**HANSLOVAN, JAMES**  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

VS.  
DEFENDANT: NAME and ADDRESS  
**ENGLISH, TERRY, ET AL.**  
**11 HANSLOVAN CT.**  
**MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **BUCHMILLER, KELLY LEE**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$

☐ Portion of Judgment for physical damages arising out of  
residential lease \$

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,624.77</b>
Post Judgment Credits	\$
Post Judgment Costs	\$
<b>Certified Judgment Total</b>	<b>\$ 2624.77</b>

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**7-18-08** Date *MA Rudella*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**8/5/08** Date *MA Rudella*, Magisterial District Judge

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

SEAL

(1)  
Complaint - Notice To Defend.  
IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY  
PENNSYLVANIA

FILED  
01/10/08  
AUG 26 2008  
3 CENT TO PRR  
William A. Shaw  
Prothonotary/Clerk of Courts

Complaint

James Henslowen Address 142 KNOX ROAD  
PLAINTIFF MORRISDALE RD PA 16858 814-345-5277

VS

Kelly Bushmiller 1017 B HILL STREET PHILIPSBURG PA  
FRENK BETAS 1017 B HILL STREET PHILIPSBURG PA  
TERRY ENGLISH 228 Church ST MORRISDALE PA  
DEFENDENTS

CIVIL ACTION 2008-1487-C

- 1- Now Comes James Henslowen PLAINTIFF AVERS  
DEFENDENTS Leased a Mobile Home Feb 9. 2007  
Lease enclosed
- 2- ON July 18-2008 a Hearing was held by DISTRICT  
COURT Magistrate Michael Rudell a Docket #  
CV-0000 123-08 Filed 5-30-08 FOR REPAIRS  
and Labor on a Mobile Home leased by defendants
- 3- The Labor and Repair costs was Ceased by  
DEFENDENTS abandoning The Mobile Home  
Without Notice to PLAINTIFF The Repair  
Costs & Labor was \$2624.77 Bills included
- 4- PLAINTIFF James Henslowen went to The Home  
Location and found The home out of Fuel  
and The water Lines FROZEN UP March 2, 2008
- 5 PLAINTIFFS James Henslowen Approached The  
DEFENDENTS - They Refused To Repair The  
Mobile Home
- 6 PLAINTIFF James Henslowen worked on REPAIRS  
FROM March 2-2008 TO APRIL 18-2008

(2)

- 7 Plaintiff James Hanslowen Filed May 30 2008  
with District Magistrate Michael Rudella  
To Recover Costs of Repairs & Labor
- 8 Defendants Refused to Honor the Judgment  
of Michael Rudella and Appealed the  
Judgment of 2,624.77
- 9 James Hanslowen asks the Court to have the  
Defendants pay Judgment + Costs and  
Cost of Appeal
- 10 James Hanslowen Plaintiff Verify that  
the statements made in this Complaint  
are True and Correct

James Hanslowen  
Plaintiff

James Hanslowen

IN THE COURT OF COMMON PLEAS DEERFIELD  
COUNTY PENNSYLVANIA

James Henslowen  
PLAINTIFF

vs

Kelly Bushmiller

TERRY ENGLISH

FRANK BATES

DEFENDENTS

DISTRICT JUSTICE HPPED  
2008-1487-CD

CERTIFICATE OF SERVICE

I James Henslowen PLAINTIFF above Named  
do hereby CERTIFY THAT ON 26TH day  
OF AUGUST 2008 caused a CERTIFIED COPY  
OF THE COMPLAINT TO be delivered TO  
DEFENDENTS Kelly Bushmiller

TERRY ENGLISH

FRANK BATES

James Henslowen  
PLAINTIFF  
James Henslowen

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

AUG 26 2008 (60)

0110:46/w

William A. Shaw

Prothonotary/Clerk of Courts

No. 46

James Henslowen

(Plaintiff)

142 KNOX RUN ROAD

(Street Address)

MORRISDALE PA 16858

(City, State ZIP)

CIVIL ACTION

No. 2008-1487-CD

Type of Case: Civil

Type of Pleading: ~~Complaint~~  
EXHIBITS 1-2-3-4

Filed on Behalf of:

James Henslowen PLAINTIFF  
(Plaintiff/Defendant)

VS.

TERRY ENGLISH

(Defendant)

Kelley Bushmiller  
(Street Address)

FRANK BATES

(City, State ZIP)

Defendants

TERRY ENGLISH 226 Church Street MORRISDALE PA 16865  
Kelley Bushmiller Hill Street PHILIPSBURG PA 16866  
FRANK BATES Hill Street PHILIPSBURG PA 16866

Judgments District Court 4

(Filed by)

Copy Lease to Above Defendants

Judgments Exhibit 1-2-3-

Copy Lease 11 44

(Address)

142 KNOX RUN ROAD

(Phone) MORRISDALE PA 16858

James Henslowen

(Signature)



FILED  
AUG 26 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: <b>46-3-03</b>
MDJ Name: Hon. <b>MICHAEL A. RUDELLA</b>
Address: <b>131 ROLLING STONE ROAD PO BOX 210 KYLERTOWN, PA</b>
Telephone: <b>(814) 345-6789</b> <b>16847-0444</b>

**JAMES HANSLOVAN  
142 KNOX RUN RD.  
MORRISDALE, PA 16858**

**NOTICE OF CONTINUANCE**

PLAINTIFF: NAME and ADDRESS  
**HANSLOVAN, JAMES  
142 KNOX RUN RD.  
MORRISDALE, PA 16858**

VS.

DEFENDANT: NAME and ADDRESS  
**ENGLISH, TERRY, ET AL.  
11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



Please note that the hearing in the above captioned case, which was scheduled to occur on: **6/19/08**

has been continued to:

Date: <b>7/18/08</b>	Place: <b>DISTRICT COURT 46-3-03 131 ROLLING STONE ROAD  PO BOX 210 KYLERTOWN, PA 16847-0444</b>
Time: <b>2:00 PM</b>	

If you have any questions, please contact this office immediately.

Continuance requested by: **BUCHMILLER, KELLY LEE**

If you are disabled and require assistance, please contact the Magisterial District office at the address above.

*EXHIBIT #4*

**6/03/08** Date

*M A Rudella*

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



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: <b>46-3-03</b>
MDJ Name: Hon. <b>MICHAEL A. RUDELLA</b>
Address: <b>131 ROLLING STONE ROAD PO BOX 210 KYLERTOWN, PA</b>
Telephone: <b>(814) 345-6789</b> <b>16847-0444</b>

**JAMES HANSLOVAN  
142 KNOX RUN RD.  
MORRISDALE, PA 16858**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**HANSLOVAN, JAMES  
142 KNOX RUN RD.  
MORRISDALE, PA 16858**

VS.  
DEFENDANT: NAME and ADDRESS  
**ENGLISH, TERRY, ET AL.  
11 HANSLOVAN CT.  
MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>HANSLOVAN, JAMES</b>	
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>BATES, FRANK</b> in the amount of \$ <b>2,624.77</b>	
<input type="checkbox"/> Defendants are jointly and severally liable.	
<input type="checkbox"/> Damages will be assessed on Date & Time _____	
<input type="checkbox"/> This case dismissed without prejudice.	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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*Exhibit #3*

7-18-08 Date *MA Rudella*, Magisterial District Judge

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

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**  
Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: NAME and ADDRESS  
**HANSLOVAN, JAMES**  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

VS.  
DEFENDANT: NAME and ADDRESS  
**ENGLISH, TERRY, ET AL.**  
**11 HANSLOVAN CT.**  
**MORRISDALE, PA 16858**

**JAMES HANSLOVAN**  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **BUCHMILLER, KELLY LEE**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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*EXHIBIT #2*

7-18-08 Date *MA Rudella*, Magisterial District Judge

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

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

AOPC 315-07

**DATE PRINTED: 7/18/08 2:46:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0444**

**JAMES HANSLOVAN**  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**HANSLOVAN, JAMES**  
**142 KNOX RUN RD.**  
**MORRISDALE, PA 16858**

VS.  
DEFENDANT: NAME and ADDRESS  
**ENGLISH, TERRY, ET AL.**  
**11 HANSLOVAN CT.**  
**MORRISDALE, PA 16858**

Docket No.: **CV-0000123-08**  
Date Filed: **5/30/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/18/08**

☒ Judgment was entered for: (Name) **HANSLOVAN, JAMES**

☒ Judgment was entered against: (Name) **ENGLISH, TERRY**  
in the amount of \$ **2,624.77**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>2,523.27</b>
Judgment Costs	\$ <b>101.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>2,624.77</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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**EXHIBIT #1**

**7-18-08** Date **MA Rudella**, Magisterial District Judge

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

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

# Lease Agreement

Made this 9th day of February 2007  
between James & Velma Henslowen, lessor(s), hereinafter known  
as the party of the first part, and TERRY English-Kellogg Bushmiller - FRENCH BETES, lessee(s),  
hereinafter known as the party of the second part;

WITNESSETH, That the said first party, in consideration of the rents and covenants hereinafter mentioned, does demise and lease  
unto the said second party, the premises situate in the Clearfield County of  
Kyle R Town P2 and Commonwealth of Pennsylvania, described as follows, to-wit:  
Single Family Dwelling

TO HAVE AND TO HOLD unto the said second party, subject to the conditions of this agreement for a term beginning on the  
9th day of February 2007, and ending on the 9th day of February 2008  
IN CONSIDERATION OF WHICH the said second party agrees to pay to the first party for the use of said premises, the sum of  
FOUR THOUSAND FIVE HUNDRED (\$ 4500.00) Dollars in payments of  
375.00 PER MONTH (\$ 375.00) Dollars monthly, in advance, regularly  
on or before the 15th day of each month during said term, payable at 142 KNOX RUN ROAD  
MARISDEL RD P2 16858

and the said second party also agrees that the said premises will be kept in as good repair and condition as at present, and will at the  
expiration of this lease, surrender up same in like repair and condition, natural wear and damage by the elements excepted; and also  
will permit no unlawful business or activity to be carried on upon said premises or permit anything to be done contrary to the terms  
and conditions of this agreement and the policies of insurance on said premises whereby the hazard might be increased or the insur-  
ance invalidated; and (the party) of the second part further covenants and agrees that the premises will be used and occupied as  
SINGLE FAMILY DWELLING

and for no other different object or purpose, and that no alterations of any kind shall be made or caused to be made by said second  
party and no bills for repairs on or to the premises will be paid unless first authorized in writing by the landlord or his agent; that  
the lessee will not sublet said premises, nor any part thereof, nor assign this lease or any interest therein to any person without the  
written consent of the said first party.

The said lessee will not remove from said premises during the term of this lease without written consent of the said first party, and in  
case of removal, or attempting to remove, or manifesting an intention to remove any of goods and effects the entire rent reserved for the  
full term of this lease shall become due and payable at once, and may forthwith be collected by distress or otherwise.

Any removal of goods from said premises, either before or after the expiration of said term, while any portion of the said rent  
remains unpaid, whether due or not, shall remain liable to distress for such rent for the period of thirty days after such removal, the same  
as though they remained upon the premises; and any removal of the goods from the said premises at any time, either by day or by night,  
without the written consent of the said first party, shall be considered a clandestine and fraudulent removal. And if default shall be made  
in the payment of any part of said rent for five days after the same becomes due, or if the said second party shall break or evade or attempt  
to break or evade any of the covenants, agreements and conditions of this lease, the first party may forfeit and annul the unexpired portion  
of this lease and enter upon and dispossess the second party from the premises.

That the lessee will keep the said premises in a clean and sanitary condition, and remove all ashes or other garbage which may  
accumulate upon the same during the said term; or if any window glasses on the premises either in sash or doors be broken during the  
term of this lease that the lessee will replace the same at no expense of the lessor; also if any refuse of any kind whatsoever be thrown into  
the sink or water closet causing stoppage or overflow (except just what such closets or sinks are to be used for) or neglecting to return all  
keys on removing, then the said party of the second part agrees to pay the cost for repairing same, putting in proper condition; replacing  
any amount to be recovered the same as rent due in arrears; that the lessee will keep sidewalks free from snow and ice, and alleys in a  
condition prescribed by ordinances governing same; that the lessee will pay all water and sewer charges also for any gas, oil and electric  
current used upon the said premises during the said term and which may be recovered by said first party as rent due and in arrears if not  
paid by second party; and the said first party reserves the right to display a "for rent" or "for sale" sign upon the said premises, and to enter  
the premises for the purpose of making necessary repairs, or to show the same to prospective purchasers or lessees, or for the purpose of  
inspection. It is also agreed in event of sale of property, the said party of the second part will surrender this lease and vacate the premises  
within sixty days of notice of same.

And it is further agreed that the acceptance by said first party of any of the said rent at any time after the same has become due, or  
default has been made in the payment thereof or any failure of the said first party to enforce any of his rights under this lease or any  
penalties, forfeitures or conditions herein contained, shall not in any wise be considered a waiver of his right to enforce the same and that  
he may enforce such forfeiture without any notice whatsoever; and that any attempt to collect the rent by one proceeding shall not be  
considered as a waiver of the right of said first party to collect the same by any other proceeding.

And the said second party hereby waives the usual notice to quit, and agrees to surrender said premises at the expiration of said  
term, or the termination of this lease, without any notice whatsoever. And upon any proceeding instituted for the recovery of said rent,  
either by distress or otherwise, the second party waives the benefit of all appraisalment, stay and exemption laws and the right of  
inquisition on real estate.

If default shall be made in the payment of any rent when the same shall become due, or if the second party shall permit any judgment  
to be entered against the lessee or make an assignment for the benefit of creditors or commit any other Act of Bankruptcy the rent for the  
full term shall become immediately due and collectable by distress or otherwise. And the said second party hereby confesses judgment in  
favor of the said first party for the whole amount of the rent at any time remaining unpaid, whether the same shall have been due or not,  
waiving stay of execution, inquisition and all exemption laws and ten per cent. to be added as attorney's commission for collection.

Upon the breach of any of the covenants or agreements of this lease or upon its termination by forfeiture, default or expiration the  
Prothonotary or any attorney as aforesaid is hereby authorized to appear for and to confess judgment in an amicable action of ejectment  
against the said party of the second part and in favor of the said party of the first part for the premises herein described, and to direct the  
issuances of a writ of possession in the form and manner directed in the Pennsylvania Rules of Civil Procedure, including ten per cent.  
attorney's commission or fees, waiving all irregularities apparent in the record, and without asking leave of court. (Pa. Rules of C.P.  
3160-65; 3254-55)

It is further agreed that the terms and conditions of this agreement and lease shall in no way be changed or altered except by a  
writing signed by all parties hereto; and if the said party of the second part shall continue in lawful possession of the said premises after  
the expiration of said term, then this agreement shall become immediately operative for another thirty (30) days and thereafter on a  
month to month basis until termination or renegotiated. The party of the first part shall have the right to enforce any of the conditions or  
forfeitures of this agreement, including the confession of judgment, with the waivers, etc., as if a new agreement identical with this had  
been executed by the said parties for succeeding term or terms. The conditions of this agreement shall extend to the heirs administrators,  
executors and assigns of all parties hereto. Party of the second part will indemnify and save party of the first part free and harmless from  
any and all claims for damage to persons or property, arising from use of misuse or occupancy of said leased premises, and hereby releases  
said party of the first part from any and all claims for damage done to property in said leased premises by leakage or bursting of water  
pipes, or by roofs, skylight, gutter or downspout leakage, or in any other manner. This indenture shall bind all persons claiming under the  
parties hereto, in whatever character, as fully as if they were in every instance herein named.

A Security of \$375.00 will be Required. The Deposit will be Refunded when Lessee moves out under the condition all Property owned by Lessor is in the same condition as when Lessee moved in and there is no Rent - Utilities outstanding.

All Utilities and charges on Lessee Responsibility. Lessor has right to inspect Property upon proper notice. No dogs or Cats Allowed.

Lessee will give Lessor written Notice 30 days prior if Lessee decides not to Renew the Lease.

Lessee will be Responsible for keep of Property moving lawn - trash removal and interior cleaning. After 2 months of Non Payment of Rent Lessor will be Responsible for removal of all contents and will be responsible for the water.

IT IS HEREBY AGREED, between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire, the square shall be repaired as quickly as possible at the expense of the said first party; that in case the damage shall be so extensive as to require the total reconstruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and then and from thereafter this lease shall cease and come to an end, provided, however, that such damage and destruction be not caused by the carelessness, negligence, or improper conduct of the second party's agents or servants.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

(Seal)  
(Seal)  
(Seal)  
(Seal)

the hereby agree to become responsible to \_\_\_\_\_ or \_\_\_\_\_ assign for the faithful performance of the above named contract on the part of \_\_\_\_\_

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ and seal \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

(Seal)  
(Seal)

# LEASE

BETWEEN

James Henslowe  
Velmz Henslowe

AND

Ferry English  
Heller Bushmiller  
Frank Bates

Dated February 9 1907

Premises Lot 12 Rolling Stone Road

Whitertown Pa

for Single Family Dwelling

From February 9th 1907

To February 9th 1908

Rental Four Thousand Five Hundred

Payable 375 per month

At 142 Kew Run Road

Morrisdale Rd 12 1907

James Henslowe

Velmz Henslowe

Holly Bushmiller

Frank Bates

THE PUBLIC COMPANY OF WILLIAMSBURG, PA.

EXHIBIT #1

343  
8791  
Punch #

Court of Common Pleas CLERK CO  
DOCKET # 2008-1487-CD

FILED

SEP 25 2008

06101512

William A. Shaw

Prothonotary/Clerk of Courts

NO CL

Plaintiff James Henslowen  
Defendants Terry English  
Kelley Bushmiller  
FRANK BETAS

Defendants Appealed Magistrate  
Michael Rudell

I James Henslowen ~~Answer~~ Filed  
Complaint on Above Docket  
To this Date SEPT 26, 2008 Plaintiff  
has Received No Answer to the  
Complaint

Plaintiff Now wants The Appeal  
Thrown out Due to No Answer  
Within 20 days

James Henslowen  
Plaintiff

142 KNOX RUN ROAD  
MORRISDELE RD VA  
16658 345-5277



7005 1160 0004 5001 3355

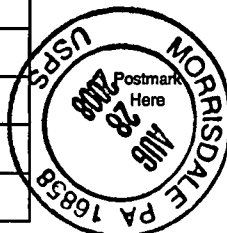
# CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage	\$ .83
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.73



Sent To TERRY English

Street, Apt. No.;  
or PO Box No. 228 Church ST.

City, State, ZIP+4 Morrisdale PA 16858

PS Form 3800, June 2002

See Reverse for Instructions

### **Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

### **Important Reminders:**

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TERRY ENGLISH  
225 Church Street  
MORRISDALE PA  
16858

2. Article Number  
(Transfer from service label)

7005 1160 0004 5001 3355

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*Terry English* ☐ Agent ☒ Addressee

B. Received by (Printed Name) Date of Delivery

*Terry English*

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

ALTOONA PA 166

02 SEP 2008 PM 21T

**THINK, SPEAK AND WASTE.**

**John Adams:**

Postage &amp; Fees Paid

USPS  
Permit No. G-10

• **Sender:** Please print your name, address, and ZIP+4 in this box •

James H. E. Co.

142 KNOX RUN ROAD

MORRISDALE RD 1/2

1454

44 4003



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

1017 B STREET  
HILL

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
☒ *Rosella Quick* ☐ Agent  
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Rosella Quick* *8/27*

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

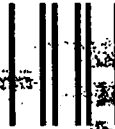
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label)

17006 2150 0003 6808 4248

UNITED STATES POSTAL SERVICE

ALTOONA PA 15



First Class Mail  
Postage & Fees Paid  
Permit No. G-10

27 AUG 2009 PM 1

• Sender: Please print your name, address, and ZIP+4 in this box.

James Henshaw  
142 Knox Run Road  
Marrisdale Rd Pa 15858

Court of Common Pleas  
Clerk of Court County Po

James Henslowen  
Plaintiff

vs.

Kelly Bushmiller  
Frank Baker

Terry English  
Defendants

District Justice Appa  
Case# 2008-1487-CK

Affidavit

I James Henslowen Filed a Complaint  
in Above Case,

The Complaint was sent Registered  
Mail To Defendants Above

Receipts for Registered Mail is  
Inclosed

James Henslowen  
Plaintiff

FILED  
0185964  
OCT 09 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
NOC

08-1487-CD

COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

FILED No cc  
013-56 BAH  
OCT 27 2008 (CIT)

§ William A. Shaw  
Prothonotary/Clerk of Courts

James Hanslovan,  
Plaintiff/Appellee

District Justice Appeal  
Case No. 08-1487-CD

VS

Kelly Buchmiller  
Frank Baker  
Terry English,  
Defendant/Appellant

**Answer**

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is denied. Defendants did not abandon the mobile home. Plaintiff was given 30 days notice in writing.
4. Paragraph 4 is denied. Defendants had just put \$50.00 of fuel oil into fuel tank; Due to the fact it was getting low. The thermostat was set at 40°F while moving. Plaintiff went to the mobile home the same day we had given him the keys. The water pipes were still in tact as of March 2, 2008. Plaintiff left door unlocked due to the fact defendants had a few items to get. Defendant avers the water pipes were still intact several days after the day Plaintiff claims the water pipes broke due to the fact defendant was not yet moved out of the mobile home.
5. Paragraph 5 is admitted in part. Plaintiff did approach defendants March 7, 2008. Defendant was at the mobile home. Plaintiff did not advise of broken pipes. Plaintiff only advised of the fact to keep the thermostat above freezing or the pipes may break. Defendant advised the plaintiff of just being inside the mobile home and that the thermostat was on and the pipes were still intact.
6. After reasonable investigation, I am without knowledge or information sufficient to form a belief as to the truth of paragraph 6.
7. Paragraph 7 is admitted.



8. Paragraph 8 is admitted.

9. This is his prayer for relief. I feel no reason to deny or admit.

10. As new matter, I, the defendant, have researched the pricing of pipe it ranged from \$0.25 to \$2.04. I was not provided with receipts by plaintiff.

11. Being as the rent for mobile home was paid by March 9, 2008, I, the defendant, went to clean the house March 9, 2008 due to being completely moved out. The water was still on and running.

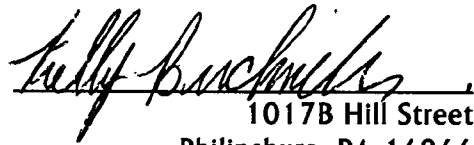
12. When defendant received final water bill it was approximately \$68.00. If the pipes had broken there would have been a significantly high water bill due to the fact the plaintiff claimed he worked on the mobile home from March 2, 2008 until April 18, 2008. Defendant did not see plaintiff working on mobile home while moving from March 2, 2008 until March 9, 2008.


13. Right before defendant moved into mobile home plaintiff, put a brand new water heater into the mobile home. While defendant living there in the middle of the summer the water pipes behind the shower wall at the water heater broke twice throughout the summer.

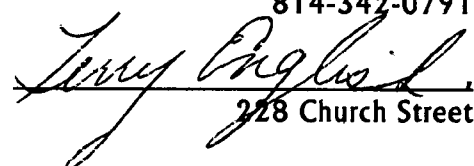
14. After moving out Plaintiff went to co-defendant's house (Terry English) stating that the pipes behind the shower wall had busted. As well as being the only pipes he stated had busted.

15. Due to the fact plaintiff owns mobile home, I, the defendant, do not see why plaintiff is claiming labor charges. When plaintiff claims he did the work himself.

Respectfully submitted,

  
1017B Hill Street  
Philipsburg, PA 16866  
814-342-0791

  
1017B Hill Street  
Philipsburg, PA 16866  
814-342-0791

  
228 Church Street

Morrisdale, PA 16858  
814-342-1125

**VERIFICATION**

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

Date: 10-27-2008

Ally Buchach Fred B. Terry English.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

James Henslowe

(Plaintiff)

CIVIL ACTION

142 KNOX RUN ROAD MORRISTOWN NJ

(Street Address)

No. 2008-01487

MORRISTOWN NJ 07960

(City, State ZIP)

Type of Case: \_\_\_\_\_

Type of Pleading: \_\_\_\_\_

VS.

Filed on Behalf of:

Kelley Bush-Miller

(Defendant)

James Henslowe  
(Plaintiff/Defendant)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State ZIP)

Cannot  
process  
incomplete  
information

James Henslowe

(Filed by)

142 KNOX RUN ROAD

(Address)

814-345-5277

(Phone)

James Henslowe

(Signature)

FILED

NOV 19 2008

J. Henslowe  
Pd. 20.00

NOCC

William A. Shaw  
Prothonotary/Clerk of Courts

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s):

James Handra

Case Number:

2008-01487 (1)

Defendant(s):

Kelley Buchmiller

**To the Prothonotary:**

Arbitration Limit: \_\_\_\_\_

Type Trial Requested: \_\_\_\_\_ Jury

\_\_\_\_\_ Non-Jury

\_\_\_\_\_ Arbitration

Estimated Trial Time: \_\_\_\_\_

Jury Demand Filed By: \_\_\_\_\_

Date Jury Demand Filed: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

For the Plaintiff: \_\_\_\_\_ Telephone Number \_\_\_\_\_

For the Defendant: \_\_\_\_\_ Telephone Number \_\_\_\_\_

For Additional Defendant: \_\_\_\_\_ Telephone Number \_\_\_\_\_

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

Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

DANIEL J. NELSON, J.D.  
DISTRICT COURT ADMINISTRATOR

RONDA J. WISOR  
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5982  
FAX: 814-765-7649  
EMAIL: courtadmin@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR  
EIGHTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

HON. PAUL E. CHERRY  
JUDGE

HON. JOHN K. REILLY, JR.  
SENIOR JUDGE

**COPY**

September 29, 2008

James Hanslovan  
142 Knox Run Road  
Morrisdale, PA 16858

Re: Hanslovan v. Buchmiller, et al  
08-1487-CD

Dear Mr. Hanslovan:

The Court is in receipt of your document filed September 25, 2008. This document is being interpreted as a request for entry of a default judgment against the Defendant. Please be advised that the Court cannot enter a default judgment at this time due to your failure to meet the requirements of Rules of Civil Procedure 1018.1, 1037(b) and 237.1(2)(ii).

Sincerely,

A handwritten signature in cursive script that reads "Daniel J. Nelson".

Daniel J. Nelson  
Court Administrator

*Keep in file.*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

ALISON M. LONG, An Incapacitated  
Person, by KENNETH J. LONG and  
KATHIE M. LONG, Guardians Ad Litem  
Plaintiffs,

v.

BELL ATLANTIC - PENNSYLVANIA  
INC., VERIZON PENNSYLVANIA, INC.  
Defendants

CIVIL ACTION - LAW

No. 07-1487-CD

Type of Case: Personal Injury

Type of Pleading: Plaintiffs' Interrogatories  
and Request for Production of Documents

Filed on Behalf of: Plaintiffs

**Counsel of Record for this Party:**

Michael J. Koehler, Esquire  
Supreme Court ID No. 56195  
NICHOLAS, PEROT, SMITH, KOEHLER  
& WALL, P.C.  
2527 West 26<sup>th</sup> Street  
Erie, Pennsylvania 16506  
(814) 833-8851

Dated: 11-11-09

FILED ICC Atty

m/12:12pm  
NOV 16 2009

Koehler

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

ALISON M. LONG, An Incapacitated	:	CIVIL ACTION - LAW
Person, by KENNETH J. LONG and	:	
KATHIE M. LONG, Guardians Ad Litem	:	No. 07-1487-CD
Plaintiffs,	:	
	:	
v.	:	
	:	
BELL ATLANTIC - PENNSYLVANIA	:	
INC., VERIZON PENNSYLVANIA, INC.	:	
Defendants	:	

**NOTICE OF SERVICE OF PLAINTIFFS' INTERROGATORIES AND REQUEST FOR  
PRODUCTION OF DOCUMENTS**

I, Michael J. Koehler, Esquire, do hereby certify that on the 11 day of November, 2009,  
Plaintiffs' Interrogatories and Requests for Production of Documents directed to Defendants,  
Bell Atlantic-Pennsylvania Inc., Verizon Pennsylvania Inc., was served upon Defendant's  
counsel,

C. Lee Anderson, Esquire  
Smigel, Anderson & Sacks  
4431 N. Front Street  
Harrisburg, PA 17110

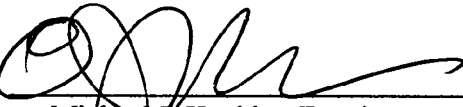
James E. Himes, Esquire  
222 Penn Street  
Huntingdon, PA 16652

by United States First Class Mail, postage pre-paid.

Respectfully submitted,

**NICHOLAS, PEROT, SMITH, KOEHLER & WALL**

BY

  
\_\_\_\_\_  
Michael J. Koehler, Esquire  
PA. I.D. 56195  
2527 West 26th Street  
Erie, PA 16506  
(814) 833-8851  
Attorney for Plaintiff