

08-1952-CD

Greg Donahue al vs Frank Snyder al

COURT OF COMMON PLEAS

46th

FROM

COMMON PLEAS No. 2008-1952-CD

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

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

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____



COURT OF COMMON PLEAS

Judicial District, County Of **CLEARFIELD**

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. **2008-1952-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 District Justice on the date and in the case referenced below.

NAME OF APPELLANT Frank M. Snyder, II & Corine M. Snyder		MAG. DIST. NO. 46-3-01	NAME OF D.J. Patrick N. Ford	
ADDRESS OF APPELLANT 420 Ann Street		CITY Reynoldsville	STATE PA	ZIP CODE 15851
DATE OF JUDGMENT 09/11/2008	IN THE CASE OF (Plaintiff) Greg E. Donahue & Patricia K. Donahue v.		(Defendant) Frank M. Snyder, II & Snyder	
DOCKET No. CV-0000280-08		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>[Signature]</i>		

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

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

before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

FILED
OCT 13 2008
William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon **Greg E. Donahue & Patricia K. Donahue** appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **2008-1952-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To **Greg E. Donahue & Patricia K. Donahue** appellee(s)
Name of appellee(s)

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

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

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

Date: **October 13, 2008**

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 of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

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

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon.
PATRICK M. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321 15801**

PLAINTIFF: NAME and ADDRESS
DONAHUE, GREG E, ET AL.
9 NORTH BRADY STREET
DUBOIS, PA 15851

VS.
DEFENDANT: NAME and ADDRESS
SNYDER II, FRANK M, ET AL.
420 ANN STREET
REYNOLDSVILLE, PA 15851

FRANK M. SNYDER II
420 ANN STREET
REYNOLDSVILLE, PA 15851

Docket No.: **CV-0000280-08**
Date Filed: **6/23/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/11/08**

☒ Judgment was entered for: (Name) **DONAHUE, GREG E, ET AL.**

☒ Judgment was entered against: (Name) **SNYDER II, FRANK M**
in the amount of \$ **2,319.62**

☐ 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	\$ 2,172.22
Judgment Costs	\$ 147.40
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,319.62
Post Judgment Credits	\$
Post Judgment Costs	\$
Certified Judgment Total	\$

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

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

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

9-11-08 Date Patrick M. Ford, 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**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE**

PO BOX 452

DUBOIS, PA

Telephone: **(814) 371-5321** **15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

DONAHUE, GREG E, ET AL.
9 NORTH BRADY STREET
DUBOIS, PA 15851

VS.

DEFENDANT:

NAME and ADDRESS

SNYDER II, FRANK M, ET AL.
420 ANN STREET
REYNOLDSVILLE, PA 15851

CORINE M. SNYDER
420 ANN STREET
REYNOLDSVILLE, PA 15851

Docket No.: **CV-0000280-08**

Date Filed: **6/23/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/11/08**

☒ Judgment was entered for: (Name) **DONAHUE, GREG E, ET AL.**

☒ Judgment was entered against: (Name) **SNYDER, CORINE M**
in the amount of \$ **2,319.72**

☐ 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	\$ 2,172.22
Judgment Costs	\$ 147.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 2,319.72
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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9-11-08 Date Patrick N. Ford-PNF, 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**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
DONAHUE, GREG E, ET AL.
9 NORTH BRADY STREET
DUBOIS, PA 15851

VS.
DEFENDANT: NAME and ADDRESS
SNYDER II, FRANK M, ET AL.
420 ANN STREET
REYNOLDSVILLE, PA 15851

Docket No.: **CV-0000280-08**
Date Filed: **6/23/08**



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☒ Judgment was entered against: (Name) **SNYDER, CORINE M**
in the amount of \$ **2,319.72**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

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FILED

OCT 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

9-11-08 Date **Patrick N. Ford - PNF**, 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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORDAddress: **309 MAPLE AVENUE****PO BOX 452****DUBOIS, PA**Telephone: **(814) 371-5321 15801**

PLAINTIFF:

NAME and ADDRESS

**DONAHUE, GREG E, ET AL.
9 NORTH BRADY STREET
DUBOIS, PA 15851**

VS.

DEFENDANT:

NAME and ADDRESS

**SNYDER II, FRANK M, ET AL.
420 ANN STREET
REYNOLDSVILLE, PA 15851****PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801**Docket No.: **CV-0000280-08**Date Filed: **6/23/08****THIS IS TO NOTIFY YOU THAT:**Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/11/08**☒ Judgment was entered for: (Name) **DONAHUE, GREG E, ET AL.**☒ Judgment was entered against: (Name) **SNYDER II, FRANK M**
in the amount of \$ **2,319.62**☐ 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 \$ _____

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9-11-08 Date Patrick N. Ford-PNF, 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****CIVIL COMPLAINT**

Mag. Dist. No.:	46-3-01
DJ Name: Hon.	PATRICK N. FORD
Address:	309 MAPLE AVENUE P.O. BOX 452 DUBOIS, PA 15801
Telephone:	(814) 371-5321

PLAINTIFF: NAME and ADDRESS

Greg E. Donahue
Patricia K. Donahue
9 N. Brady Street
DuBois, PA 15801

VS.

DEFENDANT: NAME and ADDRESS

Frank M. Snyder, II
Corine M. Snyder
420 Ann Street
Reynoldsville, PA 15851

Docket No.: **CV-280-08**
Date Filed: **6-23-08**



	AMOUNT	DATE PAID
FILING COSTS \$	<u>163.50</u>	<u>6/23/08</u>
SERVING COSTS \$	<u> </u>	<u> </u>
TOTAL \$	<u> </u>	<u> </u>

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 2,172.22 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

Plaintiffs rented real property located in Sandy Township from Defendants. Plaintiffs placed a deposit of \$1,900.00 to purchase property. Defendants breach lease by failing to make various repairs to the property. Plaintiffs were forced to vacate the property and demands judgment for \$1,900 down payment and \$272.22 in back real estate taxes.

I, Patricia K. Donahue verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Patricia K. Donahue
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: David J. Hopkins, Esquire

Address: 100 Meadow Lane, Suite 5

Telephone: (814) 375-0300

DuBois, PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD SO NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. If you are disabled and require assistance, please contact the Magisterial District office at the address above.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

Type of Pleading: Complaint

Filed on behalf of: Gregory E.
Donahue and Patricia K. Donahue,
Plaintiffs

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED

OCT 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

(610)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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NOTICE

TO DEFENDANTS:

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.

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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COMPLAINT

AND NOW, comes Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by and through their attorneys, Hopkins Heltzel LLP and files the within Complaint and in support thereof says:

1. Plaintiffs are Gregory E. Donahue and Patricia K. Donahue who maintain a principal business address at 9 North Brady Street, DuBois, Pennsylvania 15801.

2. Defendants are Frank M. Snyder, II and Corine M. Snyder, husband and wife, who reside at 420 Ann Street, Reynoldsville, Pennsylvania 15851.

3. This action concerns real property and improvements located in Sandy Township, Clearfield County, Pennsylvania and as such venue is proper in this jurisdiction.

4. On or about April 1, 2002, Plaintiffs and Defendants entered into a Lease Agreement and Lease Purchase Agreement, a photocopy of which are set forth as Exhibit A and Exhibit B and incorporated herein by reference.

5. Pursuant to the terms of the lease, Plaintiffs gave Defendants a \$1,900.00 down payment for the purchase of real property and improvements generally known as Schaffer Road Plaza located along Schaffer Road, Sandy Township, Clearfield County, Pennsylvania.

6. The lease expired March 31, 2008.

7. During the term of the lease Plaintiffs overpaid real estate taxes in the amount of \$272.22.

8. Plaintiffs did not purchase the property and are entitled to a refund of the \$1,900.00 down payment.

9. Plaintiffs have made demand upon Defendants for \$2,172.22 and Defendants have refused to tender same.

10. The actions of the defendant constitute breach of contract entitling Plaintiffs to an award of \$2,172.22.

11. Plaintiff commenced an action in the district magistrate's office and incurred filing fees in the amount of \$147.50.

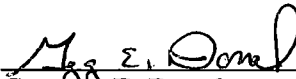
WHEREFORE, Plaintiffs demand judgment against Defendants for \$2,319.72 together with costs of suit, pre-judgment interest, post-judgment interest, attorney's fees and such other and further relief as the Court deems fair, just and equitable.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

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



Gregory E. Donahue



Patricia K. Donahue

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

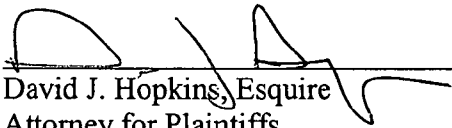
FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Complaint, filed on behalf of Gregory E. Donahue and Patricia K. Donahue, was forwarded by first class mail, postage prepaid, on the 22nd day of October, 2008 to Defendants, addressed as follows:

Frank M. Snyder, II
Corine M. Snyder
420 Ann Street
Reynoldsville, PA 15851


David J. Hopkins, Esquire
Attorney for Plaintiffs

EXHIBIT

A

LEASE AGREEMENT

THIS AGREEMENT, made the 1st day of APRIL 1, 2002, by
and between F. M. SNYDER, II, and CORINE M. SNYDER, his wife of
REYNOLDSVILLE, PA.

PENNSYLVANIA, Party of the First Part, and hereinafter referred to as
the LESSOR,

GREGORY E DONAHUE and PATRICIA K DONAHUE, HUSBAND AND WIFE,
with its principal place of business AT SHAFFER ROAD PLAZA, in SANDY
TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA.

Party of the Second Part and hereinafter referred to as the LESSEE,

WHEREAS, the parties desire an agreement, binding on the
parties hereto upon execution, which agreement shall become effective
as a lease of the premises upon completion of the improvement of the
premises per the terms herein, rental shall commence per the terms of
this agreement.

NOW, THEREFORE, in consideration of the mutual promises the
parties hereby agree as follows:

1. LEASE AND TERM PROVISION - Upon completion of the
Lessor's obligations to construct the improvements, the Lessor does
hereby lease to the Lessee, and the Lessee hereby leases from the
Lessor all of the said premises, SHAFFER ROAD PLAZA (section "A-B-C") -
to be used only as a RETAIL CLOTHING AND RELATED SALES, and the uses
as normally incident thereto and for no other purpose, for the term
of SIX YEARS.

2. RENT - Lessee agrees to pay to the lessor at such place
as the lessor shall designate, rent for the leased premises, which
shall be payable without demand and without set off or deduction as
provided as follows:

(a) FOR THE FIRST YEAR through the calendar year (12
months) lessee shall pay the sum of \$1500.00 per month or a total
yearly rental of \$18000.00.

(b) FOR THE SECOND YEAR through the calendar year (12
months) lessee shall pay the sum of \$1500.00 per month or a total
yearly rental of \$18000.00.

(c) FOR THE THIRD YEAR through the calendar year (12
months) lessee shall pay the sum of \$1500.00 per month or a total
yearly rental of \$18000.00.

(d) FOR THE FOURTH YEAR through the calendar year (12
months) lessee shall pay the sum of \$1500.00 per month or a total
yearly rental of \$18000.00.

(e) FOR THE FIFTH AND SIXTH YEAR through the calendar
year (24 months) lessee shall pay the sum of \$1500.00 per month or a
total yearly rental of \$18000.00.

All rentals shall be paid monthly in advance for the ensuing month. The monthly rentals shall commence at such date as the lessor tenders the premises to the lessee at completion of the construction of the improvements as agreed to herein. LATE PAYMENTS SHALL BE SUBJECT TO A 5% PENALTY FOR ANY AND ALL PAYMENTS NOT MADE WITHIN THREE DAYS OF THE DUE DATE.

→ 3. TAXES AND CHARGES - After the commencement of the lease, and thereafter through termination, the lessee agrees to pay for all real estate taxes, taxes, municipal assessments, Should the lessee fail to pay such costs, the lessor shall have the right of paying such costs and assessing the lessee as additional rent that amount paid by the lessor for the lessee obligations herein. Lessee shall pay this pro rated invoice within {15} days of receipt of written notice from the lessor.

→ 4. SECURITY DEPOSIT - To insure the faithful performance of the term of this lease, the lessee agrees to pay to the lessor, in addition to the monthly rent, a one (1) month rental charge which shall be payable at the inception of this lease. This one (1) month rental charge shall be applicable to the last month's rental of the term of the lease, from lessee to lessor.

5. INSURANCE - The lessor shall maintain fire and casualty insurance on the worth of the building alone. Lessee agrees to insure all improvements made by the lessee to the premises, all fixtures, all equipment, and inventory. It is the understanding of the parties that should fire or casualty occur any insurance proceeds received by the lessor shall not be apportioned to the lessee. In addition, lessee agrees to keep and maintain premises liability and comprehensive insurance for the premises, insuring all risks in the amount of \$500,000.00 per claimant - \$1,000,000.00 aggregate. The lessee shall upon request send to lessor certificates of insurance evidencing insurance in force.

6. UTILITIES - Lessee shall pay during the term of the lease all charges for telephone, gas, electricity, sewage, water plus any other utilities or charge for consumption by the lessee on the premises. Lessee further agrees to pay for all charges for repairs to water meter, sewage meter, and all utilities appliances, pipes and similar apparatus on the premises for the purpose of utilizing public utilities. Such payments shall be made immediately upon coming due.

7. WASTE AND NUISANCE - Lessee shall not commit, or suffer to be committed, any waste on the leased premises nor shall maintain commit, or permit the maintenance or commission of any nuisance on the premises for any unlawful purpose.

8. REPAIRS - Lessee agrees to keep the leased premises in good order and repair, reasonable wear and tear (and damage by accident, fire, or other casualty not resulting from lessee's negligence) excepted. Lessee further agrees to keep the leased

To BE Paid with
(3) - instruments @

MAY 15, 2002

JUNE 15, 2002

JULY 15, 2002

\$500 each on each

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JLD MSL

+premises clean, and to repair or replace all broken or damaged doors, windows, plumbing fixtures and or replace all broken or damaged doors, windows, plumbing fixtures and or replace all broken or damaged doors, windows, plumbing fixtures and pipes, floors, stairways, railings, or other portions of the leased premises. Lessee also agrees to maintain the entryway and awnings. Lessee shall keep the said pavements and appurtenances free of ice and snow and trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.

9. COMPLIANCE WITH LAW - Lessee agrees to maintain the premises in compliance with all applicable laws and regulations in effect by the Commonwealth of Pennsylvania, the Township of Sandy, DuBois, Pa., or the United States of America.

10. LESSEE'S OBLIGATIONS - MAINTENANCE -

(a) To keep portion of the leased premises which he occupies and uses as clean and sanitary as the condition of the premises permits.

(b) To dispose from the leased premises all rubbish, garbage, and other waste, in a clean and sanitary manner.

(c) To properly use and operate all electrical, gas, and other plumbing fixtures and keep them as clean and sanitary as their condition permits.

(d) Not to permit any person on the premises, with his permission, to willfully or want only destroy, deface, damage, impair, or remove any part of the leased premises or the facilities, equipment, or appurtenances thereto.

~~11. FINANCIAL REPORTS - The Lessee agrees to supply to the Lessor, on a yearly basis, monthly reports of all gross sales generated on the premises.~~

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[Signature]

12. LESSOR'S DUTY - Lessor shall have the duty of keeping the premises maintained as agreed hereafter. Lessor shall be responsible for all repairs which would be classified as capital repairs to the premises and one not caused by any action of the lessee. Lessor shall be responsible for repairs of the roof, the outer walls, any weight bearing partition wall, and the foundation, providing that such repairs are not caused by any action. All other repairs of a non-capital nature shall be considered repairs of the Lessee per the Lessee's obligation herein.

13. IMPROVEMENTS AND RENOVATIONS - The Lessee shall not conduct any improvements or make any renovations on the premises, except as contemplated by the Lessee's obligation per the attached Exhibit, without the express written consent of the Lessor. Should Lessor consent, all repairs or renovations shall be solely at the cost of the Lessee. All renovations which are permanently affixed shall become part of the building and shall become the property of the Lessor upon termination of this lease.

14. APPLIANCES AND FIXTURES - The parties agree that the Lessee may install and maintain such appliances and fixtures within

the store reasonably convenient and necessary for the operation of a RETAIL CLOTHING AND RELATED SALES.

At all times such equipment shall be the property of the Lessee. The Lessor only agrees to provide such master service electricity into the building that would accommodate the volume usage of such appliances. All connections, wiring, appliances, etc., after the master service to connect the appliances shall be the responsibility of the Lessee.

15. OUTDOOR SIGN - The parties agree that the Lessee may install and maintain an electrical or non-electrical sign, at all times. Such equipment shall be the property of the Lessee. Connections, wiring, appliances, etc., after the master service, to connect the sign shall be the responsibility of the Lessee. It must be approved by the Lessor for design and display. Location on the premises.

16. ASSIGNMENT - Lessee shall not assign or sublet the leased premises or any part thereof for all or any part of the term of this lease, or occupy or use the same or any part thereof in any such other manner than authorized herein without the written consent and approval of the Lessor, which approval will not be unreasonably withheld.

17. HOLD HARMLESS - The Lessee does hereby release, save indemnify and hold harmless the Lessor from any claims, suits, causes of actions, or liabilities which may arise because of the Lessee's occupation and possession of the premises, or because of any act or generally because of the Lessee's maintenance of a RETAIL CLOTHING STORE, for retail sales outlet on the premises.

18. LESSEE IN BREACH - Upon the failure or refusal of the Lessees to timely make any payment of monies under this lease or to abide by or to adhere to any other terms, conditions, or covenants of this lease, then should the Lessee fail to remedy such breach within 30 days after receiving written notice from the Lessor, then and in the event:

(a) The Lessor is entitled to terminate and declare void said lease by written notice to the Lessee;

(b) The Lessor is entitled to such peaceful means permitted under the law to secure the lease premises;

(c) The Lessee hereby authorize and empower any attorney of any court of record in Pennsylvania to appear in court and confess judgment in favor of the Lessor and against the Lessee, in an amicable action of ejectment for the premises, and authorize the immediate issuance of a writ of possession, and thereupon a writ of possession may issue forthwith without any prior proceedings whatsoever; and the Lessee hereby releases the Lessor from all errors and defects whatsoever in entering such action of ejectment, or causing such writ of possession to be issued, or any proceeding thereon, or concerning the same, and hereby agrees that no writ or error, objection or exception shall be made or taken thereto;

(d) The Lessee hereby authorizes and empowers any attorney of any court of record in Pennsylvania to appear in court and confess judgment in favor of the Lessor and against the Lessee for any amount

or amounts of money due and unpaid including rental due and owing under this lease for the unfulfilled term being the gross rental due for the term of the years of the lease, together with costs of suit and attorney's commission of ten (10%) percent or \$500.00 whichever is greater, without stay of execution, waiving inquisition and exemption.

19. TERMINATION OF THE LEASE - Upon termination of the lease, the Lessee agrees to deliver to the Lessor the premises in a clean, orderly, and sanitary condition, and in the same condition as of the time of the inception of this lease, natural wear and tear excepted.

20. ARBITRATION - Should any dispute occur concerning the terms of this lease, or should the parties fail to agree on a term incidental to this lease, the parties agree that such dispute shall be determined by arbitration. Each party shall select an arbitrator, and the two selected arbitrators shall appoint a third arbitrator. The selection of the initial arbitrators and the third arbitrators shall occur within ten (10) days. Either party may institute arbitration upon notice to the other party of the dispute concerning this lease, and the issues to be resolved at arbitration. After the selection of the third arbitrator, the arbitrator shall meet with the parties within twenty (20) days. The decision of the arbitrators shall be binding. Should any questions or objections occur during the course of the procedure, the parties agree that the rules of the American Arbitration Association shall prevail.

21. INSPECTION BY LESSOR - The Lessee shall permit the Lessor and his agent to enter into and upon the leased premises at all reasonable times for purposes of inspecting the same and for purposes of maintaining or making repairs or alterations to the buildings as may be required of the Lessor by this lease.

22. PARTIES BOUND - This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

23. PENNSYLVANIA LAW TO APPLY - This agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Clearfield County, Pennsylvania.

24. LEGAL CONSTRUCTION - In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. AMENDMENT - No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in

writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

26. RIGHTS AND REMEDIES CUMULATIVE - the rights and remedies provided by this lease are cumulative and the use of any one right of remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

27. WAIVER OF DEFAULT - No waiver by the parties hereto or any default or breach of any term, condition, or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

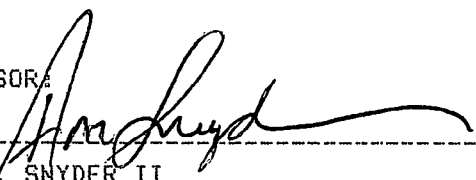
28. RIGHT OF FIRST REFUSAL - In the event that any space in the building owned by the Lessor (with the exception of the premises subject to this agreement) becomes available for lease during the time this lease agreement is in effect, Lessor shall provide Lessee written notice describing the location, monthly rental fees and offering Lessee the right of first refusal. Lessee shall have fifteen (15) days from the receipt of the notice to accept the available lease space, and said acceptance shall be in writing. If lessee does not mail written notice of acceptance within the fifteen (15) day period, Lessor shall be under no further obligation to lessee with respect to the available space for lease.

29. NOTICES - Any and all notices that must be in writing hereunder shall be delivered in person or sent by United States Certified Mail, RETURN RECEIPT REQUESTED, addressed as follows:

TO THE LESSOR:	FRANK SNYDER REAL ESTATE 420 ANN ST. REYNOLDSVILLE, PA. 15851
TO THE LESSEE:	GREGORY E DONAHUE AND OR PATRICIA K DONAHUE 727 MAPLE AVE. DUBOIS, PA. 15801

IN WITNESS WHEREOF, the undersigned lessor and lessee
hereto execute this agreement as of the day and year first above
written.

LESSOR:



F.M. SNYDER II

LESSEE:



GREGORY E DONAHUE

PA. DRIVER LICENCE # 16-987-418

SS# 182-44-0963



PATRICIA K DONAHUE

PA. DRIVER LICENCE # 15-763-995

SS# 186-40-4527

REAR WALL (OUTSIDE) WILL BE FINISHED ON OR BEFORE
COMPLETION OF THE LEASE

FMS



Lease Purchase Agreement

30. **SALE OF THE PREMISES** - Seller agrees to sell, assign, transfer and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions herein set forth, good, marketable and insurable fee simple title to said premises - Shaffer Road Plaza (the "Premises").
31. **PURCHASE PRICE** -
- (a) Amount of Purchase Price. The total purchase price to be paid by Buyer to Seller for the Premises (the "Purchase Price") shall be the sum of One Hundred and Thirty Six Thousand Dollars (\$136,000), less the One Thousand Nine Hundred Dollars (\$1,900) that Buyer paid to Seller as a good faith deposit on 03/08/02, 2002 for a total of One Hundred Thirty Four Thousand One Hundred Dollars (\$134,100) due and payable at Closing.
- (b) Payment of Purchase Price. The Purchase price shall be paid to the Seller in cash or certified check provided by Buyer to Seller on or before March 31, 2008.
32. **CLOSING DOCUMENTS TO BE DELIVERED BY SELLER** - At Closing, Seller shall deliver to Buyer all of the following:
- (a) Deed. A special warranty deed (the "Deed"), duly executed acknowledged, and in recordable form, conveying good and marketable title to the Premises to Buyer.
- (b) Miscellaneous. Such other documents as reasonably may be required to fulfill Seller's obligations hereunder and effectuate the sale contemplated hereby.
33. **CLOSING** - Place of Closing. The closing of this transaction ("Closing") shall be held at such place as the parties hereto may agree upon.
34. **CLOSING DATE** - The Closing Date shall be on or before March 31, 2008.
35. **REPRESENTATION AND WARRANTIES OF BUYER** - Buyer makes the following representations and warranties to Seller, each of which representations shall survive Closing for the period of any statute of limitations applicable to it and shall not merge in the Deed:
- (a) Neither the execution and delivery of this Agreement nor compliance with the terms and conditions of this Agreement by Buyer will breach or conflict with any agreement or instrument to which Buyer is a party or by which it is bound, or constitutes a default thereunder; and the execution and delivery of this Agreement will not be in violation of or in conflict with any of the terms of any law or regulation, order, judgment or decree.

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[Signature]

EXHIBIT

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applicable to Buyer, or to which Buyer is a party, or by which Buyer is bound.

- (b) There is no action, suit or proceeding pending, or, to the actual knowledge of Buyer threatened against Buyer or any of them with respect to their ability to enter into this Agreement or complete the transactions contemplated hereby in any court or before any federal, state, county or municipal department, bureau, commission, board or agency or other governmental entity or instrumentality.
- (c) During the term of Buyer's lease of the Premises, Buyer will not store, treat or otherwise dispose of Hazardous Substances upon the Premises.
- (d) Buyer agrees to indemnify, defend, save and hold harmless Seller and Seller's heirs, successors and assigns (the "Indemnitees") from and against, and to reimburse the Indemnitees with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses, including but not limited to attorneys' fees and expenses, court costs and costs of appeals, asserted against or incurred by the Indemnitees by reason of or arising out of a breach of any of the representations and warranties of Buyer set forth in this Agreement.

36. **CONDITION OF PREMISES** – Buyer acknowledges and understands that Seller is not making any warranty, express or implied, with respect to the quality, condition or fitness for a particular purpose of any of the Premises, including, without limitation, equipment and fixtures, and Buyer accepts all of the Premises "AS IS" AND "WITH ALL FAULTS" IN THE CONDITION EXISTING ON THE CLOSING DATE AND, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS TO BUYER AND TO ALL THIRD PARTIES ANY AND ALL WARRANTIES CONCERNING THE CONDITION OF THE PREMISES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR EXPRESS WARRANTY OF QUALITY, CONDITION OR MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

37. **RELEASE AND INDEMNITY** –

- (a) **Buyer's Acknowledgement.** It is the intent of the parties hereto, and Buyer to acknowledge, that from and after the execution of this Agreement, Seller shall bear no liability of any kind whatsoever arising from or associated in any way with the Premises that are the subject of this Agreement. Therefore, Buyer agrees to release and indemnify Seller pursuant to the following provisions.
- (b) **Release and Indemnity.** Buyer, for itself, its successors and assigns, hereby releases and forever discharges Seller, its employees, representatives, agents and their respective successors and assigns (the "Released Parties") from, and hereby covenants and agrees to relieve, exonerate, indemnify, defend, protect and save the Released Parties

harmless from and against any and all claims, losses, liabilities, demands, causes of action, suits, judgments, orders, damages, penalties, obligations, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance (collectively "Claims"), which Buyer may have against the Released Parties, arising from or associated in any way with Premises which are the subject of this Agreement, whether or not such Claims arose or accrued before the date of this Agreement or arise or accrue hereafter, and regardless of whether such claims are caused solely or in part by the negligence or misconduct of the Released Parties, including but not limited to Claims arising out of or in connection with (i) loss of life, bodily injury, personal injury or damages to persons, (ii) damages to or loss of personal property or real property (iii) any violation of any statutes, laws, ordinances, codes, rules or regulations of any governmental entity, (iv) any contamination or adverse effects on the environment, (v) other casualty or harm to air, ground, water or other natural resources, the property or off-site property, and (vi) any costs of investigation, clean-up, preventive, restorative or mitigating measures, consultants and expert witnesses, court costs, administrative costs, costs of appeals and all fines and penalties that arise from or are in any way associated with the Premises that are the subject of this Agreement. This release and indemnity shall survive termination of this Agreement and delivery of the deed and any other instruments associated with the conveyance of the Premises to the Buyer.

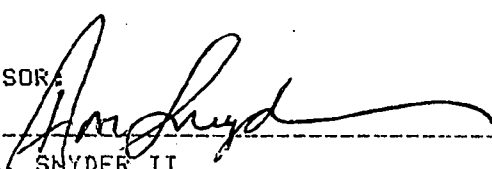
38. **CLOSING DOCUMENTS TO BE DELIVERED BY BUYER** – At Closing, Buyer shall deliver or caused to be delivered to Seller the Purchase Price and all other documents reasonably required for the consummation of the transaction contemplated hereunder.
39. **TAXES –**
- (a) **Transfer Taxes.** Seller and Buyer shall each pay one-half (1/2) of any and all realty transfer taxes or conveyancing fees due any local or state governmental entity or authority in connection with the recording of the Deed or otherwise in connection with the consummation of the transactions contemplated by this Agreement.
 - (b) **Other Taxes.** Seller and Buyer agree to adjust municipal water and sewer charges, real estate taxes and other assessments and charges on a per diem basis as of the Closing Date.
40. **DEFAULT OF BUYER** – If, on the Closing Date, Buyer shall fail to perform its obligation hereunder in accordance with the terms of this Agreement, Seller may either (i) terminate this Agreement, whereupon the Seller shall retain all rent, deposits, and improvements theretofore paid by Buyer hereunder and Buyer shall immediately vacate the Premises, or (ii) bring suit against Buyer for specific performance of its obligations under this Agreement. In addition, Seller shall be entitled to pursue all other remedies

available in law or equity for any damages, costs and expenses, which Seller may have sustained by reason of Buyer's default.

- (a) Upon Seller's termination of this Agreement pursuant to this Section 40, any prothonotary or attorney of any court of record is hereby irrevocably authorized and empowered to appear for Buyer in any action to confess judgment against Buyer, and may sign for Buyer an agreement, for which this Agreement shall be his sufficient warrant, for entering in any competent court an action or actions in ejectment, and in any suits or in said actions to confess judgment against Buyer as well as all persons claiming by, through or under Buyer for the recovery by Seller of possession of the Premises.
- (b) In any confession of judgment for ejectment, Seller shall cause to be filed in such action an affidavit setting forth the facts necessary to authorize the entry of judgment and if a true copy of this Agreement (and of the truth of the copy, such affidavit shall be sufficient proof) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, notwithstanding any law, rule of court, custom or practice to the contrary. Buyer releases to Seller, and to any and all attorneys who may appear for Buyer, all procedural errors in any proceedings taken by Seller, whether by virtue of the powers of attorney contained in this Agreement or not, and all liability therefor. Buyer expressly waives the benefits of all laws, now or hereafter in force, exempting any property within the Premises or elsewhere from levy or sale. Buyer further waives the right to any notice to remove as may be specified by Pennsylvania law, and agrees that five (5) days notice shall be sufficient in any case where a longer period may be statutorily specified.

IN WITNESS WHEREOF, the undersigned lessor and lessee
hereto execute this agreement as of the day and year first above
written.

LESSOR:



F.M. SNYDER II

LESSEE:



GREGORY E DONAHUE

PA. DRIVER LICENCE # 16-987-418

SSH 182-44-0963



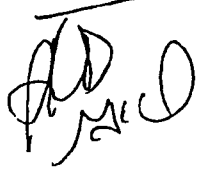
PATRICIA K DONAHUE

PA. DRIVER LICENCE # 15-763-995

SSH 186-40-4527

REAR WALL (OUTSIDE) WILL BE FINISHED ON OR BEFORE
COMPLETION OF THE LEASE

FMS



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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading: Praecipe
: For Appearance
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814) 653-2243

FILED
NOV 19 2008

ICC
Atty Torretti
(61)

William A. Shaw
Prothonotary/Clerk of Courts

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

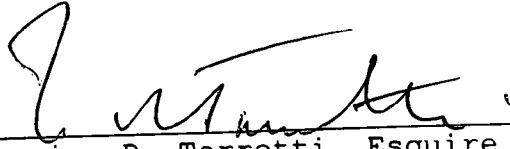
FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
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PRACEIPE FOR APPEARANCE

TO: Prothonotary

Please enter my appearance of behalf of Defendants, FRANK M.
SNYDER, II. and CORINE M. SNYDER. Papers may be served at the
address set forth below.


Querino R. Torretti, Esquire
Attorney for Defendant
600 E. Main Street, PO Box 218
Reynoldsville, PA 15851
Phone: 814-653-2243
FAX : 814-653-8319

Dated: November 17, 2008

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading: Preliminary
: Objections and Order
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814)653-2243

FILED^{icc}

NOV 19 2008

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William A. Shaw
Prothonotary/Clerk of Courts

Querino R. Torretti
(61)

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

PRELIMINARY OBJECTIONS

AND NOW, come the Defendants, Frank M. Snyder, II and Corine M. Snyder, by and through their attorney, Querino R. Torretti, Esq., and file the following preliminary objections:

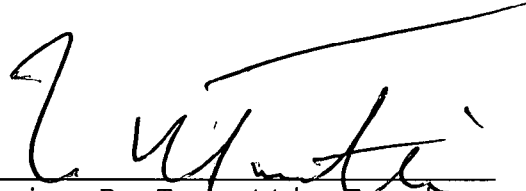
1. The Lease Agreement and Lease Purchase Agreement was signed by Defendant Frank M. Snyder, II in his capacity as Proprietor of Frank Snyder Real Estate. Defendant Corine M. Snyder is not a party to said Lease Agreement and Lease Purchase Agreement. She is not an owner of and is not in any way associated with Frank Snyder Real Estate and therefore is not a proper party to this suit.

WHEREFORE, Defendant Corine M. Snyder respectfully requests she be removed as a Defendant relative to the Plaintiffs' Complaint.

2. The Plaintiffs herein failed to exhaust the arbitration procedure called for in paragraph 20 of the Lease Agreement and

Lease Purchase Agreement. Therefore, this Court lacks jurisdiction to hear this matter.

WHEREFORE, Defendants respectfully requests Plaintiffs' Complaint be dismissed.



Querino R. Torretti, Esquire
Attorney for Defendants

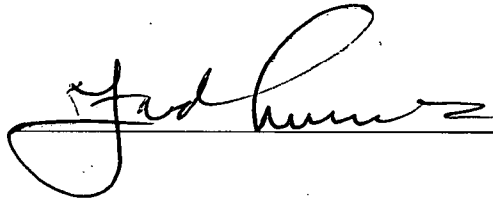
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and :
PATRICIA K. DONAHUE, : No. 2008-1952 C.D.
Plaintiffs :
vs. :
FRANK M. SNYDER, II, and :
CORINE M. SNYDER, :
Defendants :

ORDER

AND NOW, this 2nd day of December, 2008, upon
consideration of the foregoing Preliminary Objections, it
is hereby ORDERED, ADJUGED and DECREED that oral argument
on said Preliminary Objections is scheduled for the
23rd day of December, 2008, at 9:00
o'clock, A.M., before Judge Ammerman in
Courtroom No. 1, Clearfield County Courthouse,
Pennsylvania.

BY THE COURT:


J.

FILED
013:4761
DEC 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

ICC
Amy Torrell

(610)

DATE: 12/2/08

~~_____~~ 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

DEC 02 2008

William A. Shaw
Probationary/Clerk of Courts

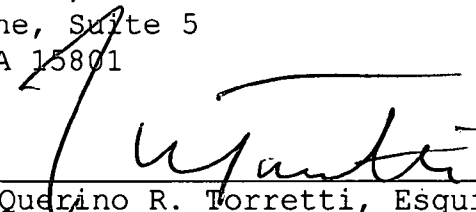
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and :
PATRICIA K. DONAHUE, : No. 2008-1952 C.D.
Plaintiffs :
vs. :
FRANK M. SNYDER, II, and :
CORINE M. SNYDER, :
Defendants :

CERTIFICATE OF SERVICE

On this 17th day of November, 2008, I caused to be served a True Copy of Defendants' Preliminary Objections and Proposed Order, on the Plaintiffs by serving their attorney, by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801


Querino R. Torretti, Esquire
Attorney for Defendants

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

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

GREGORY E. DONAHUE and	:	
PATRICIA K. DONAHUE,	:	No. 2008-1952 C.D.
Plaintiffs	:	
	:	
vs.	:	
	:	
FRANK M. SNYDER, II, and	:	
CORINE M. SNYDER,	:	
Defendants	:	

PROPOSED ORDER

AND NOW, on this the _____ day of _____,
2008, upon consideration of the Preliminary Objections to
Plaintiffs' Complaint, it is hereby ORDERED, ADJUDGED and
DECREED that said Preliminary Objections are sustained.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

Type of Pleading: Answer to
Preliminary Objections of Defendants

Filed on behalf of: Gregory E.
Donahue and Patricia K. Donahue,
Plaintiffs

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *wp cc*
m/2:29.64
DEC 11 2008 *610*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

ANSWER TO PRELIMINARY OBJECTIONS

AND NOW, comes Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by and through their attorneys, Hopkins Heltzel LLP and files the Answer to Preliminary Objections of Defendants as follows:


1. Denied. The Lease Agreement states that the Lessor is F. M. Snyder, II and Corine M. Snyder, his wife, of Reynoldsville, Pennsylvania.

WHEREFORE, the first Preliminary Objection of Defendants should be denied with prejudice.

2. Denied. Defendants have waived the arbitration provision of paragraph 20 by voluntarily entering into a judicial resolution of this matter in the District Magistrate's Court in Clearfield County.

WHEREFORE, Preliminary Objection No. 2 should be dismissed.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.


FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Answer to Preliminary Objections of Defendants, filed on behalf of Gregory E. Donahue and Patricia K. Donahue, was forwarded by first class mail, postage prepaid, on the 10th day of December, 2008 to all counsel of record, addressed as follows:

Querino R. Torretti, Esquire
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851


David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE

-VS-

FRANK M. SNYDER, II, and
CORINE M. SNYDER

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No. 08-1952-CD

FILED

DEC 26 2008

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William A. Shaw
Prothonotary/Clerk of Courts

CLERK TO

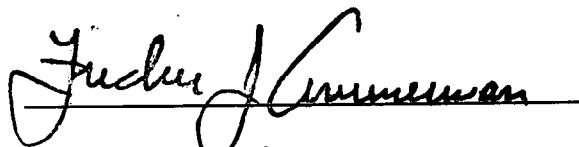
ATTY'S HOPKINS

TORRATI

ORDER

AND NOW, this 23rd day of December, 2008,
following argument on Preliminary Objections, with the
Defense conceding that the Plaintiffs may sue the Defendants
as individuals, it is the ORDER of this Court that paragraph
one of the Preliminary Objections be and is hereby dismissed.
The Court will issue further decision relative paragraph two
of the Preliminary Objections concerning arbitration.

BY THE COURT,


President Judge

FILED

DEC 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12-26-08

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) ☒ Plaintiff(s) Attorney ____ Other

____ Defendant(s) ☒ Defendant(s) Attorney

____ Special Instructions:

CA

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE

vs.

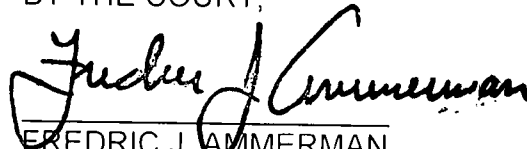
FRANK M. SNYDER, II and
CORINE M. SNYDER

* NO. 08-1952-CD
*
*
*
*

ORDER

AND NOW, this 12th day of January, 2009, it is the ORDER of this Court that the remaining Preliminary Objection filed on behalf of the Defendants be and is hereby DISMISSED.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

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JAN 14 2009

S William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty's: Hopkins
Torreth

(CR)

FILED

JAN 14 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/14/09

☐ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

TO: Frank M. Snyder and Corine M. Snyder
c/o Querino R. Torretti, Esquire
P.O. Box 218
Reynoldsville, PA 15851

FILED

01/13/09
NOV 24 2009

William A. Shaw
Prothonotary/Clerk of Courts


DATE OF NOTICE: November 17, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS
FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED
AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY
OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A 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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641


DAVID J. HOPKINS, ESQUIRE
Attorney for Plaintiffs
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,

Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,

Defendants

No. 2008-1952 C.D.

TO: Corine M. Snyder
420 Ann Street
Reynoldsville, PA 15851

FILED
07/33/09
NOV 24 2009
William A. Shaw
Prothonotary/Clerk of Courts


DATE OF NOTICE: November 17, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A 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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641


DAVID J. HOPKINS, ESQUIRE
Attorney for Plaintiffs
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801
(814) 375-0300

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

TO: Frank M. Snyder, II
420 Ann Street
Reynoldsville, PA 15851

FILED
01/13/30
NOV 20 2009
William A. Shaw
Prothonotary/Clerk of Court
(60)


DATE OF NOTICE: November 17, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A 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.

Office of the Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, Pennsylvania 16830
(814) 765-2641


DAVID J. HOPKINS, ESQUIRE
Attorney for Plaintiffs
Supreme Court No. 42519
100 Meadow Lane, Suite 5
DuBois, PA 15801
(814) 375-0300

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading: Answer
: and New Matter
:
: JURY TRIAL DEMANDED
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814)653-2243

FILED

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DEC 01 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

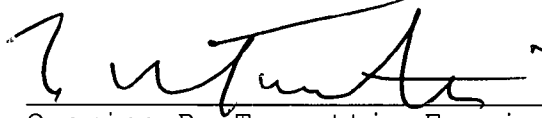
GREGORY E. DONAHUE and	:	
PATRICIA K. DONAHUE,	:	No. 2008-1952 C.D.
Plaintiffs	:	
	:	
vs.	:	JURY TRIAL DEMANDED
	:	
FRANK M. SNYDER, II, and	:	
CORINE M. SNYDER,	:	
Defendants.	:	

NOTICE TO PLEAD

TO: Gregory E. Donahue and
Patricia K. Donahue

YOU ARE HEREBY notified to file a written response to the enclosed Answer And New Matter within twenty (20) days from the date of service hereof or a judgment may be entered against you.

Dated: December 1, 2009


Querino R. Torretti, Esquire
Attorney for Defendant
PO Box 218, 600 E. Main St.
Reynoldsville, PA 15851
814-653-2243

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	: JURY TRIAL DEMANDED
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

ANSWER AND NEW MATTER

1. Admitted.

2. Admitted. However, it is averred Corine M. Snyder is not a proper party to this suit.

3. Admitted in part, denied in part. This action does concern real property and improvements located in Sandy Township, Clearfield County, Pennsylvania and that Clearfield County is the proper venue. However, it is denied that jurisdiction is proper in this Court. The subject Lease Agreement and Lease Purchase Agreement, paragraph 20, calls for any dispute concerning the terms of the lease to be determined by arbitration. The arbitration process has not been exhausted and therefore, this Court does not have proper jurisdiction at this time.

4. It is admitted Defendant Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate entered into a Lease

Agreement and Lease Purchase Agreement which is the subject of this suit. However, it is denied that Defendant Corine M. Snyder entered into the subject Lease Agreement and Lease Purchase Agreement.

5. It is admitted that Plaintiffs gave a deposit of \$1,900.00 to Defendant Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate. It is denied Plaintiffs gave a deposit of \$1,900.00 to Defendant Corine M. Snyder as she was not a party to the contract. The Plaintiffs have no legal right to said deposit. Per Provision Number 40 of the Lease Agreement and Lease Purchase Agreement the Defendant, Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate, was entitled to said deposit in light of Plaintiffs' breach of the Lease Agreement and Land Purchase Agreement in failing to complete the purchase of the subject premises per the terms of the parties' agreement.

6. It is admitted that the Lease Agreement expired on March 31, 2008. However, the Lease Purchase Agreement did not expire. Plaintiffs breached said agreement in failing to purchase the subject premises per the terms of the Lease Purchase Agreement.

7. It is specifically denied that the Plaintiffs overpaid real estate taxes. On the contrary, the Plaintiffs have failed to pay all of the real estate taxes which they were obligated to pay per the terms of Lease

Agreement and Lease Purchase Agreement and specifically per Provision Number 3. The amount of the underpayment or the amount owed by the Plaintiffs comes to \$3,359.95.

8. It is admitted that Plaintiffs did not honor the contract to purchase per the terms of the Lease Purchase Agreement. In fact, the Plaintiffs have breached the Land Purchase Agreement in failing to complete the purchase of the subject premises per its term and in connection therewith per Provision Number 40 of the Lease Purchase Agreement they forfeited the \$1,900.00 deposit

9. It is admitted that Plaintiffs have made demand for the sum of \$2,172.22 and that Defendants have refused to pay the same. The Defendants owe the Plaintiffs no money per the terms of the Lease Purchase Agreement. On the contrary, as set forth herein, the Plaintiffs owe the Defendant, Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate various monies.

10. It is specifically denied that the Defendants breached the contract. ON the contrary, {Plaintiffs, in various respects, have breached the subject Lease Agreement and Lease Purchase Agreement. There is no amount due and owing from the Defendants to Plaintiffs.

11. Admitted.

WHEREFORE, the Defendants pray your Honorable Court to dismiss the Plaintiffs' cause of action and award Defendants costs and attorneys fees and such other relief as it deems appropriate.

NEW MATTER

In further answer to Plaintiff's Complaint, Defendants avers the following New Matter:

COUNT I
BREACH OF CONTRACT - DAMAGES
LOSS OF BARGAIN

12. The Defendant herein incorporate by reference counts one through eleven as though the same were fully set forth herein.

13. The front window of the leased premises was cracked and/or otherwise damaged during Plaintiffs' possession of the premises. The repair costs equal \$800.00.

14. Per Provision Number 8 of the Lease Agreement and Lease Purchase Agreement, the Plaintiffs, as Lessees, were responsible during their possession of the subject premises to repair/replace all broken or damaged windows.

15. At all times material the Plaintiffs have failed and/or refused to repair the subject window or pay to Defendants, the costs of said repair.

16. Per Provision Number 3 of the Lease Agreement and Lease Purchase Agreement, the Plaintiffs were responsible to pay real estate taxes while in possession of the subject premises.

They underpaid the real estate taxes they were so obligated to pay in the amount of \$3,359.95.

17. That at all time relevant the Plaintiffs have failed and/or refused to pay the amount of real estate taxes they underpaid.

18. Per the terms of the Lease Agreement and Lease Purchase Agreement the Plaintiffs obligated themselves to purchase the subject premises for the amount of \$136,000.00 by or before March 30, 2008.

19. The Plaintiffs, at all times relevant, have represented their intent to not complete this purchase.

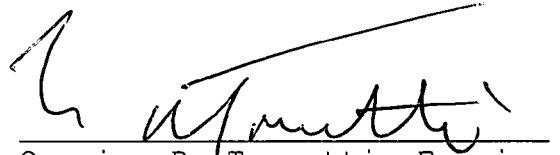
20. The Plaintiffs failed to failed to close on said purchase.

21. On March 31, 2008 the fair market value of the subject premises amounted to \$100,000.00.

22. The Plaintiffs, relative to said purchase, were entitled to credit of \$1,900.00 for the deposit referenced above and thus would have been required to pay the Defendant, Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate, \$134,100.00 to complete the purchase by and no later than March 31, 2008 date.

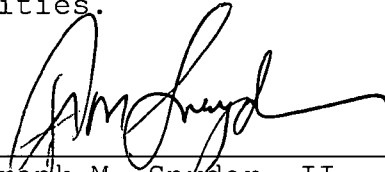
23. On March 31, 2008 the fair market value of the subject realty did not exceed \$100,000.00 and thus with the failure of the Plaintiffs to complete the purchase of the subject realty, the Defendant, Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate, suffered a monetary loss of \$34,100.00.

WHEREFORE, the Defendants pray your Honorable Court to award damages in favor of the Defendants, and against the Plaintiffs in an amount in excess of \$35,000.00, plus interest, costs, and attorney's fees, and for such other relief as it deems appropriate. The Defendants also make a request for a jury trial.


Querino R. Torretti, Esquire
Attorney for Defendants

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

I, Defendant, Frank M. Snyder, II. verifies that the facts set forth in the foregoing Answer And New Matter are true and correct to the best of our knowledge, information and belief and that we understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'Frank M. Snyder, II', written over a horizontal line.

Frank M. Snyder, II

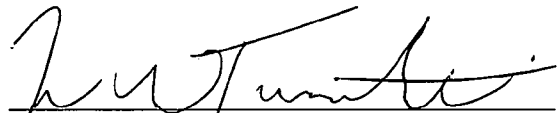
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	: JURY TRIAL DEMANDED
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

CERTIFICATE OF SERVICE

On this 1st day of December, 2009, I caused to be served a True Copy of Defendants' Answer And New Matter, on the Plaintiffs by serving their attorney, by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801


Querino R. Torretti, Esquire
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

Type of Pleading: Answer to
New Matter and New Matter

Filed on behalf of: Gregory E.
Donahue and Patricia K. Donahue,
Plaintiffs

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, Esquire
Attorney at Law
Supreme Court No. 42519


LEA ANN HELTZEL, Esquire
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

NOTICE TO PLEAD

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


David J. Hopkins, Esquire
Attorney for Plaintiffs

FILED

0 11:41 a.m. GK
JAN 05 2010

William A. Shaw
Prothonotary/Clerk of Courts

100 Atty Hopkins

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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ANSWER TO NEW MATTER
AND NEW MATTER

AND NOW, comes Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by and through their attorneys, Hopkins Heltzel LLP, and files the within Answer and New Matter and in support thereof says as follows:

12. No answer is required of this paragraph.

13. Admitted.

14. Admitted in part and denied in part. Plaintiffs admit section 8 of the lease agreement states that lessees were responsible during their possession of the subject premises to repair and replace broken or damaged windows.

Plaintiffs deny they were obligated to pay the repair cost. The window referred to in paragraph 13 was cracked during the first week of Plaintiffs' possession of the property in April of 2002. Defendants did not repair the window until December of 2004 and by letter dated December 17, 2004 acknowledged he fixed the window at no cost to Plaintiffs.

By way of further answer, the lease agreement is void inasmuch as the leasehold was owned by Frank M. Snyder and Corine M. Snyder and only Frank M. Snyder signed the lease agreement.

15. Admitted. Plaintiffs have not repaired or paid Defendants for the window. Defendants assumed the repair of the window at no cost to Plaintiffs. Defendants have never made a claim from Plaintiffs for payment of the window.

16. Denied. Throughout the term of Plaintiffs' tenancy, Defendants continued to occupy a portion of the premises. At all times, Plaintiffs paid the real estate taxes for the portion of the premises they possessed. By way of further answer, throughout the term of the lease, Defendants would send the tax bill to Plaintiffs who would pay their portion directly to the Defendants who Plaintiffs' assume then paid the bill in full.

17. Denied. Throughout the term of Plaintiffs' tenancy, Defendants continued to occupy a portion of the premises. At all times, Plaintiffs paid the real estate taxes for the portion of the premises they possessed. By way of further answer, throughout the term of the lease, Defendants would send the tax bill to Plaintiffs who would pay their portion directly to the Defendants who Plaintiffs' assume then paid the bill in full.

18. Admitted in part and denied in part. Plaintiffs admit to making an offer to purchase the subject premises. The offer was never accepted by one of the owners of the property, Corine Snyder. In addition thereto, the offer was contingent upon the rear wall of the building being completed prior to the end of the lease. The rear wall was never completed, and therefore, Plaintiffs were not under an obligation to purchase the property.

19. Denied. Plaintiffs entered into the leased purchase agreement with the intent to purchase the property. However, Defendants agreed to repair the outside rear wall prior to the completion of the lease. Plaintiffs possessed the premises for six (6) years and Defendants failed to ever finish the rear wall thereby breaching the terms of the lease purchase agreement. By way of further answer, Plaintiffs discussed not purchasing the property with Defendants and Defendants stated that Plaintiffs were not under an obligation to purchase the property due to the health of Gregory Donahue. Corine Snyder did not execute the purchase agreement and therefore there was never a valid agreement between Plaintiffs and Defendants to buy or sell the property.

20. Admitted. Defendants breached the term of the lease purchase agreement thereby alleviating Plaintiffs from the obligation to purchase the property. By way of further answer, the parties verbally agreed that Plaintiffs would not purchase the property. Plaintiffs and Defendants did not have a valid purchase agreement because Corine Snyder did not sign the purchase agreement.

21. Neither admitted nor denied. Plaintiffs are without sufficient information to admit or deny the allegations contained in paragraph 21 and strict proof is demanded at trial.

22. Denied. Defendants breached the term of the lease purchase agreement thereby alleviating Plaintiffs from the obligation to purchase the property. By way of further answer, the parties verbally agreed that Plaintiffs would not purchase the property. Plaintiffs and Defendants did not have a valid purchase agreement because Corine Snyder did not sign the purchase agreement.

23. Denied. Defendants breached the term of the lease purchase agreement thereby alleviating Plaintiffs from the obligation to purchase the property. By way of further answer, the parties verbally agreed that Plaintiffs would not purchase the property. Plaintiffs and Defendants did not have a valid purchase agreement because Corine Snyder did not sign the purchase agreement.

WHEREFORE, Plaintiffs pray this Honorable Court to dismiss Defendants' New Matter with prejudice.

NEW MATTER

24. The claims set forth in Defendants' New Matter cannot succeed because Defendants' claims are outside of the statute of limitations.

25. Defendants' claims fail under the theory of laches.

26. Defendants' claims fail inasmuch as Defendants accepted Plaintiffs' real estate tax payments throughout the terms of the lease without ever requesting additional sums from Plaintiffs.

27. Defendants' claims fail for Defendants' agreement to modify the lease regarding the \$800.00 window.

28. Defendants' claims fail inasmuch as Plaintiffs and Defendants agreed Plaintiffs were not under an obligation to purchase the property.

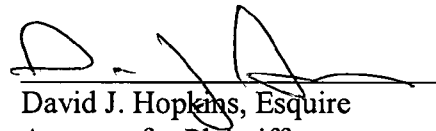
29. Defendants' claims are barred under the theory of accord and satisfaction.

30. Defendants' claims fail in total inasmuch as the real property subject to the lease agreement and lease purchase agreement is owned by Frank M. Snyder and Corine M. Snyder. Corine M. Snyder did not sign the lease agreement nor did she sign the lease purchase agreement. The lease agreement and lease purchase agreement are void.

JURY TRIAL REQUESTED


Plaintiffs, by their undersigned counsel, hereby demand a trial by jury of twelve people.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

VERIFICATION

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



Gregory E. Donahue



Patricia K. Donahue

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.


FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Answer to New Matter and New Matter, filed on behalf of Gregory E. Donahue and Patricia K. Donahue, was forwarded by first class mail, postage prepaid, on the 30th day of December, 2009 to all counsel of record, addressed as follows:

Querino R. Torretti, Esquire
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851


David J. Hopkins, Esquire
Attorney for Plaintiffs

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
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:
: No. 2008-1952 C.D.
:
: Type of Pleading: Reply
: To New Matter
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814) 653-2243

FILED

FEB - 1 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

REPLY TO NEW MATTER

24. Denied. The allegation contained in Paragraph 24 is a conclusion of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same is therefore denied. To the extent a responsive pleading is required it is denied that the claims of the Defendants are outside the state of limitations.

25. Denied. The allegation contained in Paragraph 25 is a conclusion of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same is therefore denied. To the extent a responsive pleading is required it is denied that the claims of the Defendants fail under the theory of latches.

26. Denied. Defendant, Frank M. Snyder, II., on numerous occasions, advised Plaintiff, Gregory E. Donahue and Plaintiff, Patricia K. Donahue, of their underpayment

of the real estate taxes in the amount of \$3,359.95.

Specifically, Defendant did not accept the subject payments without ever requesting additional sums.

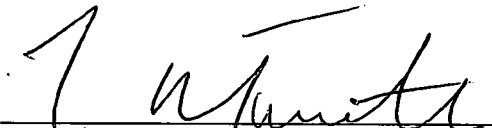
27. Denied. The Defendants are without knowledge or information sufficient to form a belief as to the allegation set forth in Paragraph 27. Therefore the Defendants deny the same and demand strict proof thereof.

28. Admitted in part, denied in part. It is admitted that Defendants and Plaintiffs agreed Plaintiffs were not obligated to purchase the property. However, that agreement was made with the understanding that per Provision Number 40 of the Lease Agreement and Lease Purchase Agreement the Defendant, Frank M. Snyder, II. t/d/b/a Frank Snyder Real Estate, was entitled to keep the \$1,900.00 deposit in light of Plaintiffs' breach of the Lease Agreement and Lease Purchase Agreement in failing to complete the purchase of the subject premises per the terms of the parties' agreement.

29. Denied. The allegation contained in Paragraph 29 is a conclusion of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same is therefore denied. To the extent a responsive pleading is required it is denied that the claims of the Defendant are barred under the theory of accord and satisfaction.

30. Denied. The allegation contained in Paragraph 30 is a conclusion of law to which no responsive pleading is required under the Pennsylvania Rules of Civil Procedure and the same is therefore denied. To the extent a responsive pleading is required it is denied that the claims of the Defendant fail because Defendant, Corine M. Snyder, did not sign the Lease Agreement nor the Lease Purchase Agreement.

WHEREFORE, the Defendants hereto pray the defenses raised in Plaintiff's New Matter be hereby dismissed.


Querino R. Torretti, Esq.,
Attorney for Plaintiff

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

CERTIFICATE OF SERVICE

On this 27th day of January, 2010, I caused to be served a True Copy of Defendants' Reply To New Matter, on the Plaintiffs by serving their attorney, by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801


Querino R. Torretti, Esquire
Attorney for Defendants

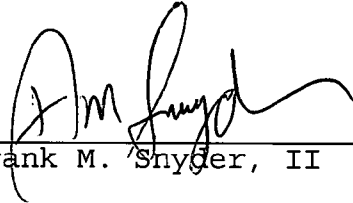
COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF JEFFERSON

:

Frank M. Snyder, II, being duly sworn according to law
deposes and says that the facts set forth in the foregoing Reply
To New Matter are true and correct to the best of his knowledge,
information, and belief.

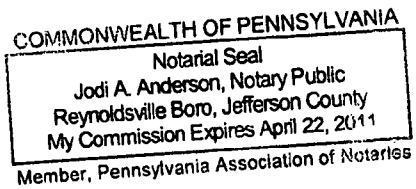


Frank M. Snyder, II

Sworn to and subscribed
before me this 27th day
January, 2010.



Jodi A. Anderson



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

Type of Pleading: Motion to Compel

Filed on behalf of: Gregory E. Donahue
and Patricia K. Donahue, Plaintiffs

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED NO
019,348 cc
FEB 17 2010
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and	:	No. 2008-1952 C.D.
PATRICIA K. DONAHUE,	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
FRANK M. SNYDER, II, and	:	
CORINE M. SNYDER,	:	
Defendants	:	

MOTION TO COMPEL

AND NOW, comes Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by and through their attorneys, Hopkins Heltzel LLP, and requests this Honorable Court to compel the Defendants to answer Request for Production propounded by said Plaintiffs and states the following in support thereof:

1. On December 29, 2009, Plaintiffs' Request for Production of Documents Directed to the Defendants were forwarded to Defendants in care of their attorney, Querino R. Torretti, Esquire

2. As of February 15, 2010, Defendants have failed to respond to said Request for Production of Documents.

3. On February 2, 2010, counsel for Plaintiffs wrote a letter to counsel requesting that the Request for Production of Documents be answered. A true and correct copy of this letter is attached hereto and marked as Exhibit "A".

WHEREFORE, Plaintiffs request this Honorable Court to compel Defendants to answer the Request for Production of Documents propounded to them within ten (10) days of the date of the attached Order.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Plaintiffs

HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5 • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hhlaw@comcast.net

February 2, 2010

Querino R. Torretti, Esquire
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851

Re: Donahue vs. Snyder

Dear Mr. Torretti:

Answers to Request for Production of Documents in the above captioned matter are past due. Would you be so kind as to have your clients complete same and return to me within the next ten (10) days.

Should you have any questions, please feel free to contact me.

Very truly yours,

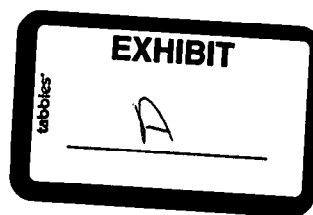


David J. Hopkins
Attorney at Law

DJH/bjr

Enclosure

cc: Mr. and Mrs. Gregory Donahue



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Motion to Compel filed on behalf of Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, was forwarded on the 16th day of February, 2010 by United States Mail, postage prepaid, to all counsel of record, addressed as follows:

Querino R. Torretti, Esquire
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851


David J. Hopkins, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

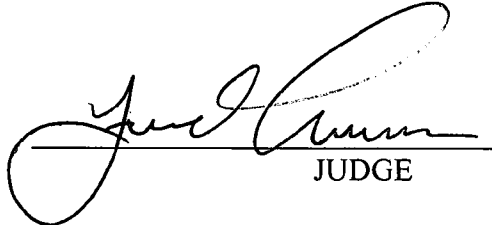
FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

ORDER

AND NOW, this 17th day of February, 2010 upon consideration of the Motion to Compel filed on behalf of Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, and any response thereto, it is hereby ORDERED, ADJUDGED and DECREED that the Defendant shall file a full, complete and responsive written answer to Plaintiffs' Request for Production of Documents and produce all documents sought by way of Plaintiffs' Request for Production of Documents within twenty (20) for ~~ten (10)~~ days from the date of this Order.

BY THE COURT


JUDGE

FILED

01/21/2010
FEB 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

1cc
Atty Hopkins

(611)

FILED

FEB 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/18/10

☒ 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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

DOCUMENTS

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading: NOTICE OF
: SERVICE OF ANSWERS TO REQUEST
: FOR PRODUCTION OF

:
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814) 653-2243

FILED

M 11:00 a.m. GK

S MAR 11 2010

William A. Shaw
Prothonotary/Clerk of Courts

100 Atty Torretti

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

GREGORY E. DONAHUE and :
PATRICIA K. DONAHUE, : No. 2008-1952 C.D.
Plaintiffs :
vs. :
FRANK M. SNYDER, II, and :
CORINE M. SNYDER, :
Defendants :

NOTICE OF SERVICE OF ANSWERS REQUEST
FOR PRODUCTION OF DOCUMENTS

To: WILLIAM SHAW, PROTHONOTARY

PLEASE TAKE NOTICE that the Defendants, Frank M. Snyder, II and Corine M. Snyder, have served Answers To Request For Production Of Documents, on Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by personal service, to their attorney, David J. Hopkins, Esquire, Hopkins, Hetzel, LLP, 100 Meadow Lane, Suite 5, DuBois, PA 15801.

Date: March 9, 2010


Querind R. Torretti, Esq.
Attorney for Plaintiff

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

DOCUMENTS

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading: NOTICE
: OF SERVICE OF REQUEST
: FOR PRODUCTION OF
:
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814)653-2243

FILED
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William A. Shaw
Prothonotary/Clerk of Courts

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

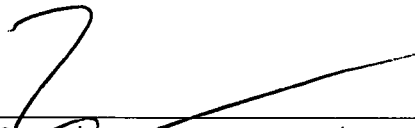
GREGORY E. DONAHUE and :
PATRICIA K. DONAHUE, : No. 2008-1952 C.D.
Plaintiffs :
vs. :
FRANK M. SNYDER, II, and :
CORINE M. SNYDER, :
Defendants :

NOTICE OF SERVICE OF INTERROGATORIES
AND REQUEST FOR PRODUCTION OF DOCUMENTS

To: WILLIAM SHAW, PROTHONOTARY

PLEASE TAKE NOTICE that the Defendants, Frank M. Snyder, II.
and Corine M. Snyder, have served Request For Production Of
Documents on Plaintiffs, Gregory E. Donahue and Patricia K.
Donahue, by mailing the same, regular mail, postage pre-paid, to
their attorney, David J. Hopkins, Esquire, Hopkins, Hetzel, LLP,
100 Meadow Lane, Suite 5, DuBois, PA 15801.

Date: April 6, 2010


Querino R. Torretti, Esq.
Attorney for Plaintiff

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M SNYDER, II, and
CORINE M. SNYDER
Defendants

No. 2008-1952 C.

Type of Pleading: Motion for
Summary Judgment

Filed on behalf of: Gregory E.
Donahue and Patricia K. Donahue,
Plaintiff

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801
(814) 375-0300

FILED
JUL 18 2010

William A. Shaw
Prothonotary/Clerk of Courts

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and	:	
PATRICIA K. DONAHUE,	:	
Plaintiffs	:	
	:	
vs.	:	No. 2008-1952 C.D.
	:	
FRANK M SNYDER, II, and	:	
CORINE M. SNYDER	:	
Defendants	:	

MOTION FOR SUMMARY JUDGMENT

AND NOW, comes Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by and through their attorney, Hopkins Heltzel LLP, and files the within Motion for Summary Judgment, and in support thereof, avers as follows:

1. The above captioned action concerns the lease and alleged purchase of real property and improvements located along Shaffer Road, Sandy Township, Clearfield County, Pennsylvania (the "Property").

2. The Property is owned by Defendants, Frank M. Snyder, II and Corine M. Snyder. See deed dated _____ attached hereto as Exhibit "A".

3. On or about April 1, 2002, Plaintiffs negotiated with Frank M. Snyder, II to lease a portion of the Property; the Lease, together with a document titled Lease Purchase Agreement, was prepared solely by Frank M. Snyder, II.

4. Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, executed both the Lease and the Lease Purchase Agreement.

5. Frank M. Snyder, II executed both the Lease and Lease Purchase Agreement; however, Corine M. Snyder did not execute either the Lease Agreement or the Lease Purchase Agreement.

6. After vacating the Property, Plaintiffs filed a Complaint on October 22, 2008, alleging, *inter alia*, that pursuant to the terms of the Lease Agreement and Lease Purchase Agreement:

a. Plaintiffs paid Defendants a \$1,900.00 down payment for the purchase of real property and improvements generally known as Shaffer Road Plaza, located along Shaffer Road, Sandy Township, Clearfield County, Pennsylvania.

b. During the term of the Lease, Plaintiffs overpaid real estate taxes in the amount of \$272.22.

c. The Lease Agreement expired March 31, 2008; the Plaintiffs did not purchase the property and, therefore, Plaintiffs are entitled to a refund of the \$1,900.00 down payment.

d. Plaintiffs commenced an action in the district magistrate's office and incurred filing fees in the amount of \$147.50.

7. Defendants filed an Answer and New Matter, in Defendants' New Matter, Defendants alleged damages in the amount of \$35,000.00 plus interest, costs and attorney's fees because Plaintiffs did not effectuate the unenforceable Lease Purchase Agreement.

8. Defendants did not file a Counterclaim and, therefore, the pleadings are now closed.

9. The Lease Purchase Agreement is void pursuant to the Statute of Frauds inasmuch as the Property is owned by Frank M. Snyder, II and Corine M. Snyder, however, the Leased Purchase Agreement was executed by Frank M. Snyder, II only; Corine M. Snyder never executed the Lease Purchase Agreement and, therefore, the parties did not have an enforceable agreement requiring Plaintiffs to purchase the Property.

10. Defendants' claim for \$35,000.00 in damages should be dismissed for the following reasons:

a. Defendants did not have a written agreement between Plaintiffs and all owners of the Property for Plaintiffs to purchase the Property; and

b. Defendants' pleadings are defective inasmuch as they have failed to file a Counterclaim and are unable to collect damages under New Matter.

11. The issue of contract interpretation is a question of law to be decided by the court on summary judgment even if there are ambiguities, so long as those ambiguities are patent ambiguities.

WHEREFORE, Plaintiffs, Gregory E. Donahue and Patricia K. Donahue respectfully request judgment be granted in their favor and against Defendants dismissing the claims of Defendants in total.

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiffs

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M SNYDER, II, and
CORINE M. SNYDER
Defendants

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:

No. 2008-1952 C.D.


CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Motion for Summary Judgment, filed on behalf of Plaintiffs, Gregory E. Donahue and Patricia K Donahue, was forwarded on the 12th day of July, 2010, by U.S. Mail, postage prepaid, to:

Querino R. Torretti, Esq.
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851

Respectfully submitted,

HOPKINS HELTZEL LLP


David J. Hopkins, Esquire
Attorney for Plaintiffs

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M SNYDER, II, and
CORINE M. SNYDER
Defendants

No. 2008-1952 C.D.

ORDER

AND NOW, this _____ day of _____, 2010, upon
consideration of Plaintiffs' Motion for Summary Judgment, it is hereby ORDERED
Plaintiffs' Motion is granted. It is the finding of this Court that:

a. Defendants are liable to Gregory E. Donahue and Patricia K Donahue for
\$2,319.72 together with costs of suit, pre-judgment interest, post-judgment interest,
attorney's fees and such other and further relief as the Court deems fair, just, and
equitable;

b. Plaintiffs are not liable to Defendant for requested damages because the
Lease Agreement is void under the Statute of Frauds, inasmuch as the leasehold is owned
by Frank M. Snyder, II, and Corine K. Snyder and only Frank M. Snyder, II, signed said
agreements.

BY THE COURT,

JUDGE

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M SNYDER, II, and
CORINE M. SNYDER
Defendants

No. 2008-1952 C.D.

RULE TO SHOW CAUSE

AND NOW, this 14th day of July, 2010 upon consideration of the Foregoing Motion for Summary Judgment, filed on behalf of Gregory E. Donahue and Patricia K. Donahue, a Rule is hereby issued upon the Defendants to show cause, if any, why the Prayer of the Petitioners should not be granted.

Rule Returnable on the 19th day of August, 2010, at 10:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

Judith J. Zimmerman
JUDGE

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014:00871
JUL 14 2010
William A. Shaw
Prothonotary/Clerk of Courts
1 CC Atty Hopkins
(60)

FILED

JUL 14 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/14/10

☒ 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

FILED

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: RE-SCHEDULING ORDER
:
:
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William A. Shaw
Prothonotary/Clerk of Courts
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:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814) 653-2243

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

RE-SCHEDULING ORDER

AND NOW, this 17th day of August, 2010, upon consideration of the Motion For Summary Judgment in the above, matter, it is the Order of the Court that the Rule Returnable previously scheduled for August 19, 2010 at 10:00 A.M. in Courtroom No. 1 of the Clearfield Courthouse, Clearfield, Pennsylvania, is rescheduled for Wednesday, **September 1, 2010 at 9:30 A.M.**
~~9:00 A.M. in Courtroom No. 1~~ of the Clearfield Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



Frederick J. Ammerman, Judge

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

FILED

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: MOTION TO AMEND
:
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: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851

SEP 01 2010
9:15
William A. Shaw
Prothonotary/Clerk of Courts
2 sent to Att

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

MOTION TO AMEND

The Defendants, Frank M. Snyder, II and Corine M. Snyder, by and through their attorney, Querino R. Torretti, Esquire, sets forth this Motion To Amend by averring:

1. That the Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, through their attorney filed a Complaint in this matter.
2. That the Defendants, Frank M. Snyder, II and Corine M. Snyder, through their attorney filed a responsive pleading entitled Answer and New Matter.
3. That in said pleading the Defendants set forth a Counterclaim at Paragraphs 12 through 23.
4. That in said Counterclaim the Defendants set forth a cause of action for breach of contract against the Plaintiffs. That the immediate caption of the Counterclaim read: Count I. Breach of Contract-Damages Loss Of Bargain.

5. That as part of said Counterclaim the Defendants set forth in a final paragraph a prayer for relief.

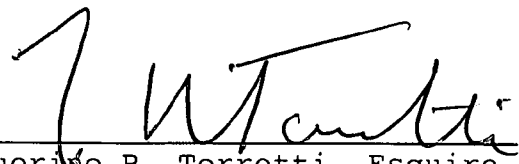
6. That the Plaintiffs filed a pleading entitled "Answer To New Matter and New Matter" responding to the Counterclaim.

7. That there can be no question but that the Plaintiffs were put on notice that the Defendants were filing a Counterclaim against them relative to matters arising out of the subject of the Plaintiffs' Complaint.

8. That the mere retitling the pleading in question "Answer And Reply" would correct the mistake.

9. That in no way have the Plaintiffs been prejudiced by the inadvertent calling the responsive pleading "Answer And New Matter" rather than "Answer And Reply".

WHEREFORE, the Defendants hereby request that leave be provided to amend the pleading in question from "Answer And New Matter" to "Answer And Reply" and designating the Count I as a Counterclaim and for such other relief as Your Honorable Court deems appropriate.


Querino R. Torretti, Esquire
Attorney for Defendants

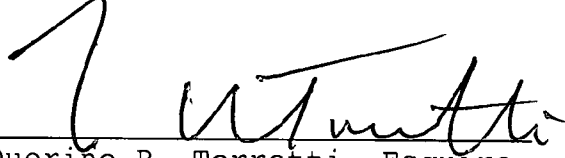
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	: JURY TRIAL DEMANDED
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

CERTIFICATE OF SERVICE

On this 31st day of August, 2010, I caused to be served a True Copy of Defendants' Motion To Amend, on the Plaintiffs by serving their attorney, by fax and by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801
VIA FAX: (814) 375-5035


Querino R. Torretti, Esquire
Attorney for Defendants

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

FILED

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: MOTION TO STRIKE
:
:
:

: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851
: (814)653-2243

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William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

MOTION TO STRIKE

The Defendants, Frank M. Snyder, II and Corine M. Snyder, by and through their attorney, Querino R. Torretti, Esquire, sets forth this Motion To Strike by averring:

1. That the Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, filed a Motion For Summary Judgment before Your Honorable Court.

2. In various respects the subject Motion failed to adhere to the requirements of Clearfield County Local Rule 206.4(c) in that:

a) There was no indication whether by filing the subject Motion that the Plaintiffs were only seeking an answer to the subject Motion;

b) There was no indication in said Motion that the Plaintiffs were requesting an evidentiary hearing;

c) There was no indication that the Defendants were required to file an Answer within twenty (20) days of service upon them;

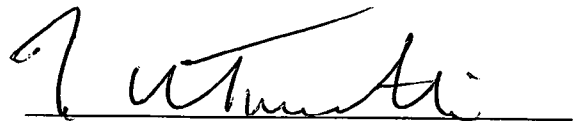
d) In the event that an evidentiary hearing was required that depositions should be completed within so many days; and

e) The requisite Notice was not attached to and made part of the subject Motion.

3. Furthermore there are outstanding discovery. The Defendants through their attorney served upon the attorney for the Plaintiffs Request For Production Of Documents on April 6, 2010 which have not been answered. Furthermore, the Defendants through their attorney has indicated an intent to depose the Plaintiffs and this intent was set forth in correspondence to Plaintiffs' attorney dated April 6, 2010 to which he has never responded.

4. A Motion For Summary Judgment is clearly premature in light of the outstanding discovery.

WHEREFORE, the Defendants through their attorney hereby request that said Motion For Summary Judgment be struck and for such other relief as Your Honorable Court deems appropriate.


Querino R. Torretti, Esquire
Attorney for Defendants

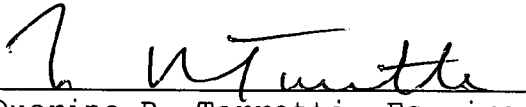
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and	:	
PATRICIA K. DONAHUE,	:	No. 2008-1952 C.D.
Plaintiffs	:	
	:	JURY TRIAL DEMANDED
vs.	:	
	:	
FRANK M. SNYDER, II, and	:	
CORINE M. SNYDER,	:	
Defendants	:	

CERTIFICATE OF SERVICE

On this 31st day of August, 2010, I caused to be served a True Copy of Defendants' Motion To Strike, on the Plaintiffs by serving their attorney, by fax and by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801
VIA FAX: (814) 375-5035


Querino R. Torretti, Esquire
Attorney for Defendants

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

FILED

SEP 01 2010

William A. Shaw
Prothonotary/Clerk of Courts

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: ANSWER TO MOTION FOR SUMMARY
: JUDGMENT
:
:

: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder

:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851

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

GREGORY E. DONAHUE and	:	
PATRICIA K. DONAHUE,	:	No. 2008-1952 C.D.
Plaintiffs	:	
	:	
vs.	:	
	:	
FRANK M. SNYDER, II, and	:	
CORINE M. SNYDER,	:	
Defendants	:	

ANSWER TO MOTION FOR SUMMARY JUDGMENT

And now, come the Defendants, Frank M. Snyder, II and Corine M. Snyder, and through their attorney, Querino R. Torretti, Esquire, sets forth the Answer To Motion For Summary Judgment setting forth the following.

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

5. Admitted that only Frank M. Snyder, II executed both documents but in doing so he was doing so on behalf of both his wife, Corine M. Snyder, the co-owner of the subject realty and himself. Her failure to not sign the Lease Agreement or the Lease Purchase Agreement was no impediment to the Plaintiffs buying the subject realty. The Plaintiffs understood that the Defendant, Frank M. Snyder, II was executing the documents on

behalf of not only himself but also his wife. The Plaintiffs made no offer to purchase the realty. They did not request a Deed.

6. a) It is admitted that the allegations set forth at 6.(a) was made by the Plaintiffs in their Complaint and the Defendants in their pleadings admitted that the subject down payment was made;

b) It is admitted that the Plaintiffs alleged in their Complaint that they overpaid real estate taxes in the amount of \$272.22. However this allegation was denied and the Defendants in their pleadings at Paragraph #7 in their Answer alleged that the Plaintiffs in fact did not pay all of the real estate taxes due and owing and in fact underpaid the same in the amount of \$3,359.95;

c) It is admitted that the Plaintiffs alleged in their Complaint the matters set forth in 6.(c) while the Defendants in their Answer alleged that per the terms of the documents entered into the Plaintiffs forfeited a refund of the \$1,900.00 down payment;

d) It is admitted that Plaintiffs alleged those matters set forth in 6.(d). The Defendants do admit that the Plaintiffs incurred filing fees in the amount in question of \$147.50.

7. It is admitted that the Defendants in a responsive pleading did allege damages in the amount of \$35,000.00 plus

interest, costs and attorney's fees. It is specifically denied however that the Plaintiffs could not proceed to purchase the subject realty. The Defendants at all times material were ready, willing, and able to sell the premises.

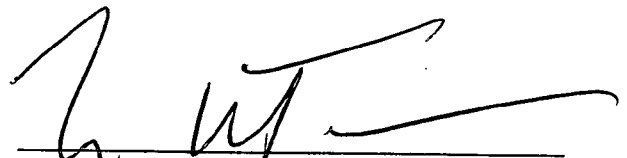
8. It is specifically denied that the Defendants did not file a Counterclaim. In their first responsive pleading they did file a Counterclaim to which the Plaintiffs responded. Inadvertently the heading for the Counterclaim read New Matter. An amendment of that heading to Counterclaim is legally appropriate. This would not prejudice the Defendants. This matter is not ready to go to trial yet. The Plaintiffs have not answered Defendants' Request For Production Of Documents which was served on Plaintiffs' attorney on April 6, 2010 and furthermore the Plaintiffs through their attorney have not responded to Defendants' request to take the deposition of the Plaintiffs.

9. It is denied that the Lease Purchase Agreement is void inasmuch as the parties understood that Frank M. Snyder, II, one of the Defendants, was entering into the same on behalf of both his wife and himself. The Plaintiffs at no time requested a deed for the subject realty.

10. The Defendants herein incorporate Paragraphs 8 and 9 set forth above.

11. The allegation set forth at Number 11 is a conclusion of law to which a responsive pleading is not required. However, the Defendants do specifically deny the same.

WHEREFORE, the Defendants respectfully request that the Summary Judgment be dismissed and for such other relief as Your Honorable Court deems appropriate.



Querino R. Torretti, Esquire
Attorney for Defendants

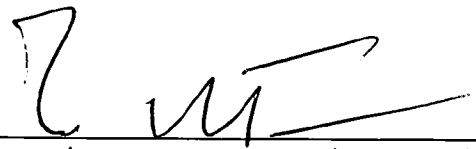
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	: JURY TRIAL DEMANDED
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

CERTIFICATE OF SERVICE

On this 31st day of August, 2010, I caused to be served a True Copy of Defendants' Answer To Motion For Summary Judgment, on the Plaintiffs by serving their attorney, by fax and by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801
VIA FAX: (814) 375-5035



Querino R. Torretti, Esquire
Attorney for Defendants

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: MOTION TO AMEND
:
:
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851

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SEP 02 2010
By [Signature]
William A. Shaw
Prothonotary/Clerk of Courts

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

MOTION TO AMEND

The Defendants, Frank M. Snyder, II and Corine M. Snyder, by and through their attorney, Querino R. Torretti, Esquire, sets forth this Motion To Amend by averring:

1. That the Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, through their attorney filed a Complaint in this matter.

2. That the Defendants, Frank M. Snyder, II and Corine M. Snyder, through their attorney filed a responsive pleading entitled Answer and New Matter.

3. That in said pleading the Defendants set forth a Counterclaim at Paragraphs 12 through 23.

4. That in said Counterclaim the Defendants set forth a cause of action for breach of contract against the Plaintiffs. That the immediate caption of the Counterclaim read: Count I. Breach of Contract-Damages Loss Of Bargain.

5. That as part of said Counterclaim the Defendants set forth in a final paragraph a prayer for relief.

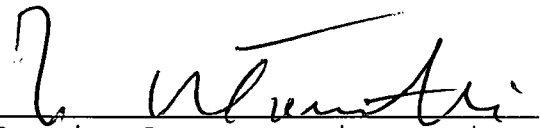
6. That the Plaintiffs filed a pleading entitled "Answer To New Matter and New Matter" responding to the Counterclaim.

7. That there can be no question but that the Plaintiffs were put on notice that the Defendants were filing a Counterclaim against them relative to matters arising out of the subject of the Plaintiffs' Complaint.

8. That the mere retitling the pleading in question "Answer And Reply" would correct the mistake.

9. That in no way have the Plaintiffs been prejudiced by the inadvertent calling the responsive pleading "Answer And New Matter" rather than "Answer And Reply".

WHEREFORE, the Defendants hereby request that leave be provided to amend the pleading in question from "Answer And New Matter" to "Answer And Reply" and designating the Count I as a Counterclaim and for such other relief as Your Honorable Court deems appropriate.


Querino R. Torretti, Esquire
Attorney for Defendants

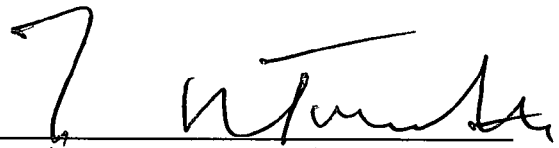
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	: JURY TRIAL DEMANDED
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

CERTIFICATE OF SERVICE

On this 31st day of August, 2010, I caused to be served a True Copy of Defendants' Motion To Amend, on the Plaintiffs by serving their attorney, by fax and by regular mail, first class, postage prepaid at the following address:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801
VIA FAX: (814) 375-5035


Querino R. Torretti, Esquire
Attorney for Defendants

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: ORDER
:
:
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851

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

GREGORY E. DONAHUE and	:
PATRICIA K. DONAHUE,	: No. 2008-1952 C.D.
Plaintiffs	:
	:
vs.	:
	:
FRANK M. SNYDER, II, and	:
CORINE M. SNYDER,	:
Defendants	:

ORDER

AND NOW, this 31st day of August, 2010, upon
consideration of the foregoing motion, it is hereby ordered
that:

1) a rule is issued upon the respondent to show case
why the moving party is not entitled to the relief
requested;

2) the respondent shall file an answer to the motion
within ____ days of this date;

3) the motion shall be decided under Pa. R.C.P. 206.7;

4) depositions and all other discovery shall be
completed within ____ day of this date;

5) an evidentiary hearing on disputed issues of
material fact shall be held on _____, 2010, in the
Clearfield County Courthouse, Clearfield, Pennsylvania in
Courtroom No. _____;

6) argument shall be held on _____, 2010, in
Courtroom No. ____ of the Clearfield County Courthouse; and

7) notice of the entry of this order shall be provided
to all parties by the moving party.

BY THE COURT:

J.

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William A. Shaw
Prothonotary/Clerk of Courts

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

GREGORY E. DONAHUE and)	
PATRICIA K. DONAHUE)	
)	
VS.)	NO. 2008-1952-CD
)	
FRANK M. SNYDER and)	
CORINE M. SNYDER)	

O R D E R

NOW this 1st day of September, 2010, upon agreement of counsel, it is the ORDER of this Court:

1. Defendants' Motion to Amend is granted subject to the further terms of this Order. The document filed by the Defendants entitled New Matter shall be considered a Counterclaim. However, the only issues to proceed to trial relative to said Counterclaim are Defendants' claim for \$800 window damage set forth in Paragraph 13 and following and the Defendants' claim for underpaid real estate taxes in the amount of \$3,359.95 as set forth in Paragraph 16 and following in said Counterclaim.

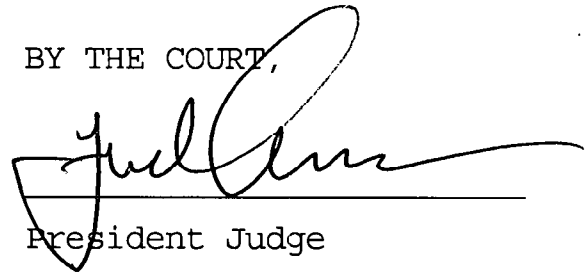
2. Defendants' remaining claims are withdrawn including, but not limited to, Defendants' claim for damages

as a result of Plaintiffs' failure to purchase the subject realty.

3. The Plaintiffs' Motion for Summary Judgment respecting Defendants' claim for damages based on Plaintiffs' failure to purchase the subject realty is hereby granted.

4. Plaintiffs are entitled to a credit of \$1,900 as set forth in their complaint for a refund of their real estate deposit. This credit shall be applied to the judgment rendered by the Board of Arbitrators relative to the remaining matters at issue.

BY THE COURT,

A handwritten signature in black ink, appearing to read "Julius", is written over a horizontal line. The signature is fluid and cursive.

President Judge

FILED

SEP 02 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE 9/2/10

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

2008-1952 C.D.

Date Complaint

Filed:

() Jury () Non-Jury

(X) Arbitration

2 ~~days~~/hours

FILED
OCT 07 2010

PLAINTIFF(S)

GREGORY E. DONAHUE and

PATRICIA K. DONAHUE

()

Check block if a Minor
is a Party to the Case

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT(S)

FRANK M. SNYDER, II and

CORINE M. SNYDER

()

ICC Atty Hopkins
Atty pd \$20.00

ADDITIONAL DEFENDANT(S)

()

JURY DEMAND FILED BY:

N/A

DATE JURY DEMAND FILED:

N/A

AMOUNT AT ISSUE

\$2,319.72

CONSOLIDATION

N/A

DATE CONSOLIDATION ORDERED

N/A

More than

&

() yes (X) no

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:


David J. Hopkins, Esquire

FOR THE PLAINTIFF

TELEPHONE NUMBER

David J. Hopkins, Esquire

(814) 375-0300

FOR THE DEFENDANT

TELEPHONE NUMBER

Querino R. Torretti, Esquire

(814) 653-2243

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE

Plaintiffs,

vs.

FRANK M. SNYDER, II and
CORINE M. SNYDER

Defendants,

NO. 2008-1952-C.D.

ORDER

NOW, this 15th day of December, 2010, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, January 6, 2011 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

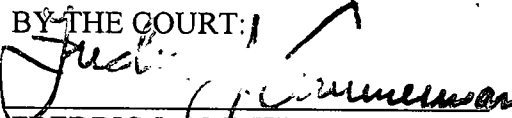
Carl Belin, Jr., Esquire, Chairman

Dwight L. Koerber, Jr., Esquire

Laurance B. Seaman, Esquire

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

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED 500

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William A. Shaw
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

No. 2008-1952 C.D.

Type of Pleading: Praecipe to Discontinue

Filed on behalf of: Gregory E. Donahue
and Patricia K. Donahue, Plaintiffs

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

LEA ANN HELTZEL, ESQUIRE
Attorney at Law
Supreme Court No. 83998

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

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William A. Shaw
Prothonotary/Clerk of Courts
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
:
:
:
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:
:

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly mark the above captioned civil action settled and discontinued.

HOPKINS HELTZEL LLP

BY: 

David J. Hopkins, Esquire
100 Meadow Lane, Suite 5
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Plaintiffs' Praecipe to Discontinue, filed on behalf of Gregory E. Donahue and Patricia K. Donahue, was forwarded by first class mail, postage prepaid, on the 23rd day of August, 2011 to all counsel of record, addressed as follows:

Querino R. Torretti, Esquire
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851



David J. Hopkins, Esquire
Attorney for Plaintiffs

RECEIVED
DEC 27 2010
Court Administrator's
Office

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and	:	No. 2008-1952 C.D.
PATRICIA K. DONAHUE,	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
FRANK M. SNYDER, II, and	:	
CORINE M. SNYDER,	:	
Defendants	:	

PRE-TRIAL STATEMENT

AND NOW, comes Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, by and through their attorneys, Hopkins Heltzel LLP, and files the within Pre-Trial Statement as follows:

STATEMENT OF FACTS:

Plaintiffs and Defendants entered into a lease agreement in March 1, 2002 for a period of six (6) years until March 31, 2008. The terms of the lease required Plaintiffs to pay rent of \$1,500.00 per month plus their share of real estate taxes beginning with the fall 2002 real estate taxes.

The lease area consisted of Section A, B. and C. It included the top retail area and basement area.

When the Plaintiffs moved into the premises, Defendant had stored his sister's personal property in Section C of the basement that was therefore unusable to the Plaintiffs. Defendant assured Plaintiffs his sister's property would be moved in a timely manner. At the end of the lease term, six (6) years later, the sister's property was still there. In fact, Defendants constructed a wall separating the basement of Section C so

Plaintiffs could not access the area where sister's property was located. Plaintiffs received tax bills from Defendants twice a year and each time they received the bill they deducted one sixth (1/6) of the real estate taxes representing the area that Defendant's sister occupied. From spring of 2003 through fall of 2007, Plaintiffs followed this procedure and Defendants never objected to same recognizing that he had failed to deliver all of the premises that he had promised.

Plaintiffs paid 2007/2008 school taxes of \$1,796.00 for the period July 1, 2007 through June 30, 2008 and are entitled to a refund of \$449.01 for the period April 1, 2008 to June 30, 2008.

Plaintiffs did not receive and therefore did not pay a county and township tax bill for the 2008 and would owe Defendants \$176.79 for the period January 1, 2008 to March 31, 2008. The net amount Defendants owe Plaintiff is \$272.22.

The remaining portions of Plaintiffs' Complaint refer to a \$1,900.00 down payment that Plaintiffs alleged they were entitled to be returned to them. By Order dated September 1, 2010, Judge Ammerman entered an Order granting Plaintiffs' Motion for Summary Judgment in the amount for \$1,900.00 on the issue of the return of the down payment and the matter need not be considered by the Arbitrators.

LEGAL ISSUES:

Basic Contract Law

CITATION TO APPLICABLE CASE OR STATUTES:

N/A

WITNESSES:

- a. Patricia Donahue
- b. Gregory Donahue
- c. Frank Snyder

Plaintiffs reserve the right to amend this list of witnesses at any time prior to arbitration upon notice to Defendants. Further, Plaintiffs reserve the right to call any witnesses identified in Defendants' Pre-Trial Statement.

EXHIBITS:

- a. Tax statements from 2003 through 2007 (attached);
- b. December 17, 2004 letter from Defendant to Plaintiffs (attached);
- c. Plaintiff reserves the right to amend this list of exhibits at any time prior to

arbitration upon notice to Defendants. Further, Plaintiff reserves the right to utilize any exhibit identified in Defendants' Pre-Trial Statement or Defendant's Answer, New Matter and Counterclaim.

STATEMENT OF DAMAGES:

\$272.22 to Plaintiffs.

Respectfully submitted,

HOPKINS HELTZEL LLP



David J. Hopkins, Esquire
Attorney for Plaintiffs
100 Meadow Lane, Suite 5
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

: No. 2008-1952 C.D.
:
:
:
:
:
:
:
:
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Pre-Trial Statement filed on behalf of Plaintiffs, Gregory E. Donahue and Patricia K. Donahue, was served on the 22nd day of December, 2010, on all counsel of record by first-class mail, postage prepaid addressed as follows:

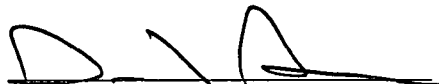
Querino R. Torretti, Esquire
600 E. Main Street
P.O. Box 218
Reynoldsville, PA 15851

Carl A. Belin, Jr. Esquire
Belin & Kubista
15 N. Front Street
Clearfield, PA 16830

Dwight L. Koerber, Jr., Esquire
Koerber & Cummings, LLC
110 N. Second Street
P.O. Box 1329
Clearfield, PA 16830

Laurance B. Seaman, Esquire
2 N. Front Street
Clearfield, PA 16830

HOPKINS HELTZEL LLP

A handwritten signature in black ink, appearing to read 'D. J. Hopkins', written over a horizontal line.

David J. Hopkins, Esquire
Attorney for Plaintiffs
100 Meadow Lane, Suite 5
DuBois, PA 15801

INVOICE

FRANK SNYDER REAL ESTATE
420 AND ST
REYN. PA 15851

239061

SOLD TO		SHIP TO:				
UNIFORMITY		UNIFORMITY				
ADDRESS		ADDRESS				
SHARON RD PLAZA						
CITY, STATE, ZIP		CITY, STATE, ZIP				
DuBois PA 15801		DuBois PA 15801				
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.			
			DATE			
ORDERED	SHIPPED	DESCRIPTION		PRICE	UNIT	AMOUNT
		AS PER YOUR LEASE AGREEMENT				
		2008 SPRING REAL ESTATE TAXES				
		3/4 of \$1131.45		=	due	848.59
		copy of REAL ESTATE INVOICE ENCLOSED				
		due upon Receipt				848.59
		TOTAL				848.59

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

UNIFORMITY

2008 Spring RE. TAXES due

3/4 of 1131.45 = due \$848.59

Thankyou

\$848.59 ✓

FW

UNIFORMITY

FRANK SNYDER REAL ESTATE

Date	Type	Reference
10/4/2007	Bill	239056
10/17/2007	Bill	water10/13/07

Original Amt.
1,796.52
10.43

	10/24/2007
Balance Due	Discount
1,796.52	
10.43	
Check Amount	

Payment
1,796.52
10.43
1,806.95

133

S & T

1,806.95

DELUXE BUSINESS FORMS 1-800-328-0304 www.deluxeforms.com

UNIFORMITY

FRANK SNYDER REAL ESTATE

Date	Type	Reference
04/05/2007	Bill	239055

Original Amt.
707.15

	4/23/2007
Balance Due	Discount
707.15	
Check Amount	

Payment
707.15
707.15

1022

S & T

707.15

DELUXE BUSINESS FORMS 1-800-328-0304 www.deluxeforms.com

10058 Mail Date: 8/1/2007

COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP

Control # 1280-76406

Map #
C04-421-00034

BLDG. & 0.41 A

Real Estate Tax
For 2007Payable to: LEE ANN COLLINS, TAX COLLECTOR
P O BOX 252

DUBOIS PA 15801

Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901
MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON &
APPOINTMENTS - CLOSED THURSDAY - ADDITIONAL
HOURS DURING DISCOUNT PERIOD - SAT 9AM-NOONTax Collector:
Copy

Payment Schedule				
Assessed Value	Tax Desc	Discount	Face	Penalty
Land 8,150	School	Received By	Between	Beginning
Bldg. 27,650	Tax Rate	10/1/2007	10/2/2007	12/3/2007
Total 35,800	81.93	@ 2.00 %	12/1/2007	@ 10.00 %
2874.43 2874.43 2874.43				
Last Day To Pay Tax Collector		1/7/2008	At 8:30 AM	
Unpaid Taxes Returned To Tax Claim By		1/15/2008		

7596

SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851Shaffer Rd
Fall
2007Entire Statement Must Be Presented With Payment. Self Addressed
Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Bill# 10058 Mail Date: 8/1/2007

COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP

Control # 1280-76406

Map # BLDG. & 0.41 A

Map #
C04-421-00034Payable to: LEE ANN COLLINS, TAX COLLECTOR
P O BOX 252

DUBOIS PA 15801

Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901
MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON &
APPOINTMENTS - CLOSED THURSDAY - ADDITIONAL
HOURS DURING DISCOUNT PERIOD - SAT 9AM-NOONReal Estate Tax
For 2007Taxpayer
Receipt

Payment Schedule				
Assessed Value	Tax Desc	Discount	Face	Penalty
Land 8,150	School	Received By	Between	Beginning
Bldg. 27,650	Tax Rate	10/1/2007	10/2/2007	12/3/2007
Total 35,800	81.93	@ 2.00 %	12/1/2007	@ 10.00 %
2874.43 2874.43 2874.43				
Last Day To Pay Tax Collector		1/7/2008	At 8:30 AM	
Unpaid Taxes Returned To Tax Claim By		1/15/2008		

INVOICE

FRANK SNYDER Real Estate
420 ANN ST
Reyn PA 15851

239056

814-371-7737

SOLD TO		SHIP TO	
UNIFORMITY		SAME	
ADDRESS		ADDRESS	
Shaffer Road Plaza		2007 Fall Real Estate	
CITY, STATE, ZIP		CITY, STATE, ZIP	
DUBOIS PA 15801		THAMES	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE
			9/29/07
ORDERED	SHIPPED	DESCRIPTION	PRICE UNIT AMOUNT
		2007 Fall R.E. TAXES	
		OF \$2874.43	
		As per your lease Agreement	
		3/4 of \$2874.43 due Pro Rata	\$2155.82
		July - Dec 2007	- 359.30
		Copy of Real Estate Invoice	1796.52
		Enclosed	

FROM:
LEE ANN COLLINS, TAX COLLECTOR
SANDY TOWNSHIP
P O BOX 252
DUBOIS PA 15801

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

RETURN SERVICE REQUESTED

IMPORTANT - Tax Bill Enclosed

Control# 76406 Bill# 9992
SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

Bill# 9992 Mail Date: 8/4/2006 COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP Control # 1280 - 76406

BLDG. & 0.41 A
Map #
C04-421-00034
Payable To: LEE ANN COLLINS, TAX COLLECTOR
P O BOX 252
DUBOIS PA 15801
Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901
MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON
CLOSED THURSDAY, ADDITIONAL HOURS DURING
DISCOUNT PERIOD - TUES 6-8 PM, SAT 9AM-NOON
~~Taxes Are Due and Payable and Payments Requested From~~
SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

Real Estate Tax
For 2006

2006
FALL
Shaffer
Road

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	School	84.33	2,958.63	3,019.01	3,320.92
8,150					
Bldg.					
27,650					
Total					
35,800		Total	2,958.63	3,019.01	3,320.92

Payment Schedule

Received By	10/4/2006	@	2.00 % Discount Pay →	2,958.63
Between	10/5/2006	AND	12/4/2006	Pay → 3,019.01
Beginning	12/5/2006	@	10.00 % Penalty Pay →	3,320.92
Last Day To Pay To Collector	1/5/2007			
Unpaid Taxes Returned To Tax Claim On	1/15/2007			At 8:30 AM

Tax Payers
Receipt

Signature of Tax Collector

Date Paid

Circle Amount

Paid Above

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

S202C

Bill# 9992 Mail Date: 8/4/2006 COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP Control # 1280-76406

BLDG. & 0.41 A
Map #
C04-421-00034
Payable To: LEE ANN COLLINS, TAX COLLECTOR
P O BOX 252
DUBOIS PA 15801
Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901
MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON
CLOSED THURSDAY, ADDITIONAL HOURS DURING
DISCOUNT PERIOD - TUES 6-8 PM, SAT 9AM-NOON
~~Taxes Are Due and Payable and Payments Requested From~~
SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

Real Estate Tax
For 2006

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	School	84.33	2,958.63	3,019.01	3,320.92
8,150					
Bldg.					
27,650					
Total					
35,800		Total	2,958.63	3,019.01	3,320.92

Payment Schedule

Received By	10/4/2006	@	2.00 % Discount Pay →	2,958.63
Between	10/5/2006	AND	12/4/2006	Pay → 3,019.01
Beginning	12/5/2006	@	10.00 % Penalty Pay →	3,320.92
Last Day To Pay To Collector	1/5/2007			
Unpaid Taxes Returned To Tax Claim On	1/15/2007			At 8:30 AM

Tax Collectors

Copy

Date Paid

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Under Real Estate
 W.N. ST.
 Eyn PA. 15851

Uniformity

Shaffer Rd Plaza
 DuBois PA 15801

Invoice

DATE 10/14/02	ORDER NO. 371-7737
SHIP TO Spring 2002	
Fall 2002	

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	2002 Spring R.E. Taxer \$ 948.70, 3/4 of = 711.51		711.51
	INVOICE		
	AS PER YOUR LEASE AGREEMENT, REAL ESTATE TAXES		
	FOR 2002. PRO RATED AS PER YOUR TOTAL SQ. FEET.		
	LOCATION, SHAFFER ROAD PLAZA, DUBOIS		
	COPY OF REAL ESTATE TAXES ENCLOSED.		
	2002 FALL R.E. Taxer \$ 3061.26, 3/4 of = 2295.93		2295.93
	TOTAL due		\$ 2770.77

1510 or No (-237.27)

Bel due 474.34

ORIGINAL

Thank You!

DECEMBER 17, 2004

UNIFORMITY
5045 SHAFFER ROAD PLAZA
DUBOIS, PA. 15801

DEAR GREG,

THE OUTSIDE LIGHT AT THE REAR CORNER OF THE BUILDING HAS BEEN THERE SINCE WE BUILT THE BUILDING. WE REPLACED THE LIGHT FIXTURE AND TURNED IT ON. IT HAS ALWAYS BEEN IN THE "C" ELECTRIC BOX. YOU OF ALL PEOPLE, WITH YOUR POLICE AND SECURITY BACKGROUND SHOULD KNOW THE IMPORTANT OF A SECURITY LIGHT. BUT IF YOU THINK THERE IS NO NEED FOR THIS LIGHT, TURN IT OFF... YOU DECIDE.

IN NOVEMBER WE FIXED YOUR FRONT DOOR AND ORDERED YOUR NEW FRONT WINDOW TO BE INSTALLED NEXT WEEK. ALSO I ORDERED YOU A BASEMENT FAN, BUT WE ARE WAITING UNTIL SPRING TO INSTALL IT. AND IN JANUARY I HAVE ALL NEW TRIM FOR THE DOOR'S AND WINDOW'S, BUT I'M WAITING UNTIL AFTER CHRISTMAS, AT NO COST TO YOU... GREG, I CAN NOT GIVE YOU A FIXED SALE PRICE AND CREDIT EACH MONTH TOWARDS THE SALE PRICE, IT'S NOT FAIR. IF YOU WANT TO CHANGE YOUR LEASE AGREEMENT IN ANY WAY COME AND DISCUSS IT WITH ME. OR IF YOU WANT TO MOVE IT'S O-K WITH ME. JUST TELL ME WHAT YOU WANT TO DO.

I DON'T THINK YOU WILL FIND A BETTER RETAIL LOCATION, THAN THE ONE YOU HAVE. IF YOU NEED HELP IN A CERTAIN AREA, MAYBE I CAN HELP.

FRANK 

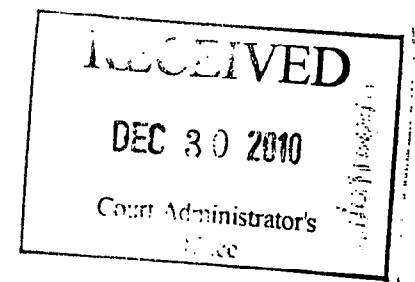
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

GREGORY E. DONAHUE and
PATRICIA K. DONAHUE,
Plaintiffs

vs.

FRANK M. SNYDER, II, and
CORINE M. SNYDER,
Defendants

:
: No. 2008-1952 C.D.
:
: Type of Pleading:
: Pre-Trial Statement
:
:
:
: Filed on Behalf of Defendants,
: Frank M. Snyder, II and
: Corine M. Snyder
:
: Counsel of Record for
: This Party:
: Querino R. Torretti, Esq.
: Supreme Court ID #23996
: 600 E. Main Street
: PO Box 218
: Reynoldsville, PA 15851



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

GREGORY E. DONAHUE and :
PATRICIA K. DONAHUE, : No. 2008-1952 C.D.
Plaintiffs :
 :
VS. :
 :
FRANK M. SNYDER, II, and :
CORINE M. SNYDER, :
Defendants :

PRE-TRIAL STATEMENT

1. AND NOW, come the Defendants, Frank M. Snyder, II. and Corine M. Snyder, by and through their attorney, Querino R. Torretti, Esquire, filing the Pre-Trial Statement as follows:

STATEMENT OF FACT

The parties hereto did in fact enter into a lease agreement bearing the date April 1, 2001 with the lease being six (6) years in duration.

One of the terms of the subject lease agreement is that the Plaintiffs were to pay all the real estate taxes on the realty subject of the lease agreement.

The Defendants allocated only seventy-five (75%) percent of the real estate taxes to the Plaintiffs due to the unavailability of a small portion of the premises comprising the leased premises. Throughout the term of the lease the Plaintiffs had available for their

use more than seventy-five (75%) percent of the premises comprising the leases premises.

During the applicable period the Defendants billed the Plaintiffs for seventy-five (75%) percent of the real estate taxes chargeable on the leased premises. The Plaintiffs, at all times, failed and refused to pay their proper allocation of the real estate taxes with the result that the Defendants suffered a shortfall in excess of \$2,500.00. There is no legal basis to excuse the Plaintiffs' failure and refusal to pay the real estate taxes in question.

The Plaintiffs, in their pleadings, sued not only Frank M. Snyder, II. but also his wife, Corine M. Snyder. There was no legal basis for the suit against her inasmuch as she is not a party to the subject lease agreement.

During the term of the lease, the Defendants consistently allocated and billed the Plaintiffs, seventy-five (75%) percent of the real estate taxes chargeable against the leased premises.

The Defendants have substantially performed all their obligations under the subject lease agreement.

LEGAL ISSUES

Basic Contract law.

CITATION TO APPLICABLE CASE OR STATUTES

N/A

WITNESSES

- a. Frank M. Snyder, II
- b. Corine M. Snyder
- c. Gregory E. Donahue
- d. Patricia K. Donahue

Defendants reserve the right to amend this list of witnesses at any time prior to arbitration upon notice to Plaintiffs. Further, Defendants reserve the right to call any witnesses identified in Plaintiffs' Pre-Trial Statement.

EXHIBITS

- a. Summary of unpaid real estate taxes under the lease agreement;
- b. Tax statements from 2003 through 2008;
- c. Evidence of payment of all real estate taxes;

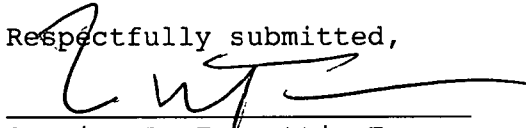
d. Defendants reserve the right to amend this list of exhibits at any time prior to arbitration upon notice to Plaintiffs. Further, Defendants reserve the right to utilize any exhibit identified in Plaintiffs' Pre-Trial Statement or Plaintiffs' Answer, New Matter and Counterclaim; and

- e. Invoices of real estate taxes provided to Plaintiffs.

STATEMENT OF DAMAGES

An amount in excess of \$2,500.00.

Respectfully submitted,



Querino R. Torretti, Esq.
Attorney for Defendants
600 E. Main Street
PO Box 218
Reynoldsville, PA 15801

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

GREGORY E. DONAHUE and :
PATRICIA K. DONAHUE, : No. 2008-1952 C.D.
Plaintiffs :
vs. : JURY TRIAL DEMANDED
FRANK M. SNYDER, II, and :
CORINE M. SNYDER, :
Defendants :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within
Pre-Trial Statements filed on behalf of the Defendants, Frank M.
Snyder, II. and Corine M. Snyder, was served on the 30th day of
December, 2010, by personal delivery, to the following addresses:

David J. Hopkins, Esquire
Hopkins, Hetzel, LLP
100 Meadow Lane, Suite 5
DuBois, PA 15801

Carl A. Belin, Esquire
Belin & Kubista
15 North Front Street
Clearfield, Pa 16830

Dwight L. Koerber, Jr., Esquire
Koerber & Cummings, LLC
110 N. Second Street
PO Box 1329
Clearfield, PA 16830

Laurance B. Seaman, Esquire
2 N. Front Street
Clearfield, PA 16830



Querino R. Torretti, Esq.
Attorney for Defendants
600 E. Main Street
PO Box 218
Reynoldsville, PA 15801

FRANK SMYDER REAL ESTATE
420 ANN ST
REYNOLDSVILLE, PA. 15851
814-371-7737

TO: GREG E DONAHUE, ET AL.
9 NORTH BRADY ST
DUBOIS, PA. 15801

JUNE 30, 2006

RE: UNPAID REAL ESTATE TAXES AS PER YOUR LEASE AGREEMENT

INVOICE

2002 FALL CK# 1746

PAID IN FULL

2003 SPRING CK# 2340	REC. \$637.69	DUE \$765.23	SHORT \$127.54
2003 FALL CK# 2929	REC. \$1913.00	DUE 2295.93	SHORT \$382.93
2004 SPRING CK# 3470	REC. \$624.95	DUE \$749.93	SHORT \$124.98
2004 FALL CK# 3934	REC. \$1875.00	DUE 2250.02	SHORT \$375.02
2005 SPRING CK# 4404	REC. \$603.00	DUE \$723.60	SHORT \$120.60
2005 FALL CK# 4726	REC. \$1857.70	DUE \$2229.24 C	SHORT \$371.54
2006 SPRING CK# 5097	REC. \$690.72	DUE \$828.86	SHORT \$138.14
2006 FALL CK# 5409	REC. \$1849.09	DUE \$2218.97	SHORT \$369.88
2007 SPRING CK# 1022	REC. \$707.15	DUE \$848.58	SHORT \$141.43
2007 FALL CK# 1338	REC. \$1796.52	DUE \$2155.82	SHORT \$359.30

TOTAL DUE \$2511.36 ✓

ALSO INCLUDED WITH THIS OUTSTANDING BALANCE IS A INVOICE FOR YOUR
2008 SPRING REAL ESTATE TAXES,

TOTAL DUE \$848.59 ✓

GRAND TOTAL DUE \$3359.95

Frank Smyder

BM# 9883

Mail Date: 03/03/2003

County of Clearfield, Pennsylvania / SANDY TOWNSHIP

32020

BLDG. & U11A

Control # 1280 76406

Map #
003-121-00133

Real Estate Tax
For 2003

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	17.00			
8,150	TOWNSHIP	9.00	596.43	608.60	889.46
			315.76	322.20	354.42
27,650	FIRE DPT	2.00	17.54	17.90	19.66
			70.17	71.60	78.76
35,800	Total				

Shaffer Rd.

Payment Schedule			
Received By	05/03/2003	@ 2.00% Discount Pay	999.90
Beginning	07/08/2003	@ 10.00% Penalty Pay	1,122.33
Unpaid Taxes Returned To Tax Claim On	01/15/2004	At 8:30 AM	

LEE ANN COLLINS, TAX COLLECTOR

DUBOIS PA 15801

Office: 625 34 S. Brady St. PHONE/FAX 814-371-1804

MON-TUES-FRI 9AM-3PM, WED 9AM-NOON

CLOSED THURSDAY, ADDITIONAL HOURS DURING

DISCOUNT PERIOD - TUES 6-8 PM, SAT 9AM-NOON

SNYDER, FRANK M. & CORINE M.

420 ANN STREET

REYNOLDSVILLE PA 15851

Tax Collectors
Copy

Entire Statement Must Be Presented With Payment. Self-Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Date Paid

Bill# 9833 Mail Date: 8/3/2003

COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP

Cent of # 1280-78406

Real Estate Tax For 2003

Assessed Value Tax Desc Tax Rate Discount Fact Penalty

Land	School	86.51	3,000.03	3 061 26	3,867.38
8,150					
Bldg.					
27,650					
Total					
35,800		Total			

Received By 10/8/2003 @ 2.00 % Discount Pay 3,000.03

Beginning 12/8/2003 @ 10.00 % Penalty Pay 3,867.38

Unpaid Taxes Returned To Tax Claim On 1/15/2004 At 8:30 AM

SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

5/11/10
P.D.

Real Estate Tax For 2003

Assessed Value	Tax Desc	Tax Rate	Discount	Fact	Penalty
Land	School	86.51	3,000.03	3 061 26	3,867.38
8,150					
Bldg.					
27,650					
Total					
35,800		Total			

Received By 10/8/2003 @ 2.00 % Discount Pay 3,000.03

Beginning 12/8/2003 @ 10.00 % Penalty Pay 3,867.38

Unpaid Taxes Returned To Tax Claim On 1/15/2004 At 8:30 AM

Tax Collectors
Copy

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Date Paid

Bill# 9833 Mail Date: 8/3/2003

8:1# 9825 Mail Date: 3/1/2004 County of Clearfield, Pennsylvania / SANDY TOWNSHIP

Control # 1280 76406

BLDG. & 0.41 A
Map #
C# 421-00034
LEE ANTI-COLLINS, TAX COLLECTOR
P O BOX 252
DUBOIS PA 15801
Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901
MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON
CLOSED THURSDAY, ADDITIONAL HOURS DURING
DISCOUNT PERIOD - TUES 6-8 PM, SAT 9AM-NOON
SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

Real Estate Tax
For 2004

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	17.00	596.43	606.80	689.48
8,160	TOWNSHIP	9.00	315.78	322.20	384.42
Bldg.	LIBRARY	0.50	17.54	17.90	19.89
27,850	FIRE DPT	2.00	70.17	71.80	78.78
Total					
35,800					
Payment Schedule					
Received By	4/30/2004	@	2.00 % Discount Pay		598.90
Beginning	7/5/2004	@	10.00 % Penalty Pay		1,122.33
Unpaid Taxes Returned To Tax Claim On 1/14/2005 At 8:30 AM					

Tax Collectors

Copy

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

R# 9925 Mail Date: 8/5/2004

COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP

Control # 1280-76406

Real Estate Tax
 For 2004
 Map #
 C04-471-01034
 LEE ANN COLLINS, TAX COLLECTOR
 P.O. BOX 1252
 DUBOIS PA 16801
 Office: 825 3/4 S. Brady St. PHONE/FAX: 814-371-1301
 MON-TUES-FRI: 9 AM-3 PM, WED 9 AM-NOON
 CLOSED THURSDAY, ADDITIONAL HOURS DURING
 DISCOUNT PERIOD - TUES-6-8 PM, SAT 9 AM-NOON
 SNIDER, FRANK M. & CORINE M.
 420 ANN STREET
 REYNOLDSVILLE PA 15851

Real Estate Tax
 For 2004

Assessed Value	Tax Desc	Tax Rate	Discount	Facts	Penalty
Land	School	85.51	3,000.03	3 061.26	3,367.38
8,150					
Bldg					
27,650					
Total					
35,800					
Total					
Received By 10/8/2004 @ 2.00 % Discount Paid 3,000.03					
Beginning 12/7/2004 @ 10.00 % Penalty Paid 3,367.38					
Unpaid Taxes Returned To Tax Claim On 1/14/2005 At 8:30 AM					

Tax Collectors

Copy

Date Paid

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

PA 15851 BLDG. & 0.41 A

Map # 005421-00034

LEE ANN COLLINS, TAX COLLECTOR

P.O. BOX 252

DUBOIS PA 15801

Office 814-371-1901, Home/Fax 814-371-1901

MON-TUES-FRI 9 AM-5 PM, WED 9 AM-NOON

CLOSED THURSDAY, ADDITIONAL HOURS DURING

DISCOUNT PERIOD - TUES 6-8 PM, SAT 9AM-NOON

SNYDER, FRANK M. & CORINE M.

427 ANN STREET

REYNOLDSVILLE PA. 15851

Real Estate Tax
For 2005

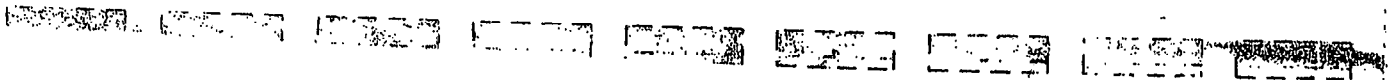
Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	17.00	566.43	808.30	669.48
8,150	TOWNSHIP	8.00	280.67	288.40	315.04
Bldg.	LIBRARY	0.50	17.54	17.90	19.69
27,660	FIRE DPT	2.00	70.17	71.80	78.76
Total					
35,800		Total			
Received By 4/30/2005 @ 2.00 % Discount Pay --					
Beginning 7/8/2005 @ 10.00 % Penalty Pay --					
Unpaid Taxes Returned To Tax Collector On 1/15/2006 A: 8:30 AM					

Tax Payers
Receipt

Signature of Tax Collector

Date Paid

Owner's Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.



971A 8969 Mail Date: 8/5/2005

COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP

Control # 1288-78406

BLDG. & 0.41 A
 Map #
 004-424-0034
 LEE ANN COLLINS, TAX COLLECTOR
 P O BOX 25
 DUBOIS PA 15801
 Office: 625 3rd St. Grady St. PHONE/FAX 814-371-1001
 MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON
 CLOSED THURSDAY. ADDITIONAL HOURS DURING
 DISCOUNT PERIOD - TUES 8-8 PM, SAT 9AM-NOON
 SNYDER, FRANK M. & COKINE M.
 420 ANN STREET
 REYNOLDSVILLE PA 15851

Real Estate Tax
For 2005

Assessed Value	Tax Desc	Tax Rate	Discount	Penalty
Land	School	84.72	2,972.32	3,338.27
8,150				
Bldg.				
27,650				
Total				
85,800	Total			
Received By : 10/5/2005 @ 2.00 % Discount Pay -> -2,972.32				
Beginning 12/8/2005 @ 10.00 % Penalty Pay -> 3,338.27				
Unpaid Taxes Returned To Tax Claim By 1/15/2006 At 8:30 AM				

Tax Collectors

Copy

Date Paid

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

1280 76455

Real Estate Tax
For 2006

2006
Shaffer

PERIOD - TUES 6-8-PM, SAT 9AM-NOON

100-374357-15851

Copy

Self Addressed Stamped Envelope Must Be Enclosed When 4 Foreign Receipts Are Returned.

Case No. 3/1/2006 County of Clearfield Pennsylvania ANNA TULLY

LEE ANN COLLINS, TAX COLLECTOR
SANDY T TOWNSHIP
P O BOX 252
DUBOIS PA 15801

RETURN SERVICE REQUESTED

Control# 76406 Bill# 9992
SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

IMPORTANT - Tax Bill Enclosed

Bill# 9992 Mail Date: 8/4/2006 COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP Control # 1280 - 76406

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty...
Land 8,150	School	84.33	2,958.63	3,019.01	3,320.92
Bldg. 27,650					
Total 35,800					
Total					

Real Estate Tax For 2006

2006 Fall Shaffer Road

LEE ANN COLLINS, TAX COLLECTOR
P O BOX 252
DUBOIS PA 15801
Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901
MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON
CLOSED THURSDAY, ADDITIONAL HOURS DURING
DISCOUNT PERIOD - TUES 6-8 PM, SAT 9AM-NOON

SNYDER, FRANK M. & CORINE M.
420 ANN STREET
REYNOLDSVILLE PA 15851

Payment Schedule

Received By 10/4/2006 @ 2.00 % Discount Pay --> 2,958.63

Beginning 12/5/2006 @ 10.00 % Penalty Pay --> 3,320.92

Unpaid Taxes Returned To Tax Claim On 1/15/2007 At 9:30 AM

Tax Payers Receipt

Signature of Tax Collector Date Paid

Circle Amount Paid Above

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed when A Return Receipt Is Requested.

Bill # 10058 Mail Date: 3/1/2007 County of Clearfield, Pennsylvania / SANDY TOWNSHIP

Control # 1280 76406

Use: ~~Standard~~ BLDG. & 0.41 A
 Map #
 C04-421-00034
 Payable to: LEE ANN COLLINS, TAX COLLECTOR
 P O BOX 252
 PENNSYLVANIA 15801
 Office: 625 3/4 S. Brady St. PHONE/FAX 814-371-1901
 MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON &
 APPOINTMENTS - CLOSED THURSDAY - ADDITIONAL
 HOURS DURING DISCOUNT PERIOD - SAT 9AM-NOON
 Taxes Are Due and Payable and Payments Requested From
 SNYDER, FRANK M. & CORINE M.
 420 ANN STREET
 REYNOLDSVILLE PA 15851

 Real Estate Tax
 FY 2007

 2007
 Spring
 Uniform
 Station
 22

 Tax Collectors
 Copy

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	21.00	736.76	751.80	826.98
8,150	TOWNSHIP	8.50	298.21	304.30	334.73
Bldg.	LIBRARY	0.50	17.54	17.90	19.69
27,650	FIRE DPT	2.25	78.94	80.55	88.60
Total					
35,800		Total			
Payment Summary					
Received By		5/1/2007 @	2.00 % Discount Pay →	1,131.45	✓
Beginning		7/3/2007 @	10.00 % Penalty Pay →	1,270.00	
Unpaid Taxes Returned To Tax Claim By		1/15/2008	At 8:30 AM		

Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Bill # 10058 Mail Date: 3/1/2007 County of Clearfield, Pennsylvania / SANDY TOWNSHIP

Bill# 10038 Mail Date: 3/1/2007

COUNTY OF CLEARFIELD / DUBOIS AREA SCHOOL DISTRICT / SANDY TOWNSHIP

Control # 120070000

Map # BLDG. & 0.41 A

Real Estate Tax

For: 2007

004-001-00034

Payable To: LEE ANN COLLINS, TAX COLLECTOR

P.O. BOX 252

DUBOIS PA 15801

Office: 625 3/4 S. Brady St. PHONE/FAX 814-371-1901

MON-FRI 9 AM-3 PM, WED 9 AM-NOON &

APPOINTMENTS - CLOSED THURSDAY - ADDITIONAL

HOURS DURING DISCOUNT PERIOD - SAT 9AM-NOON

SNYDER, FRANK M. & CORINE M.

420 ANN STREET

REYNOLDSVILLE PA 15851

Tax Collector

Copy

*Sharon Rd
Face
2007*

Assessed Value		Tax Desc		Discount		Face		Penalty
Land	8,150	School		Received By		Between		Beginning
Bldg.	27,650	Tax Rate		10/1/2007		10/2/2007		12/3/2007
Total	35,800	81.93		@ 2.00 %		12/1/2007		@ 10.00 %
Last Day To Pay Tax Collector				1/7/2008	At 8:30 AM			
Unpaid Taxes Returned To Tax Claim By				1/15/2008				

7596

Entire Statement Must Be Presented With Payment. Self Addressed
Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

\$2,874.43

Description of Taxable BLDG. & 0.41 A

Map #

204-421-00034

Payable To: LEE ANN COLLINS, TAX COLLECTOR

P O BOX 252

DUBOIS PA 15801

Office-625 3/4 S. Brady St. PHONE/FAX 814-371-1901

MON-TUES-FRI 9 AM-3 PM, WED 9 AM-NOON &

APPOINTMENTS - CLOSED THURSDAY - ADDITIONAL
HOURS DURING DISCOUNT PERIOD - SAT 9AM-NOON

Taxes Are Due and Payable and Payment is Requested From:

SNYDER, FRANK M. & CORINE M.

420 ANN STREET

REYNOLDSVILLE PA 15351

Real Estate Tax
For 2008

Assessed Value	Tax Desc	Tax Rate	Discount	Face	Penalty
Land	County	21.00	736.76	751.80	826.98
8,150	TOWNSHIP	8.50	298.21	304.30	334.73
Bldg.	LIBRARY	0.50	17.54	17.90	19.69
27,650	FIRE DPT	2.25	78.94	80.55	88.60
Total					
35,800	Total		1,131.45	1,154.55	1,270.00

Payment Schedule

Received By	05/05/2008	@	2.00 % Discount Pay →	1,131.45
Between	05/06/2008	AND	07/07/2008 Pay →	1,154.55
Beginning	07/08/2008	@	10.00 % Penalty Pay →	1,270.00
Last Day To Pay Tax Collector	01/09/2009			
Unpaid Taxes Returned To Tax Claim By	01/15/2009			At 8:30 AM

Signature of Tax Collector

Date Paid

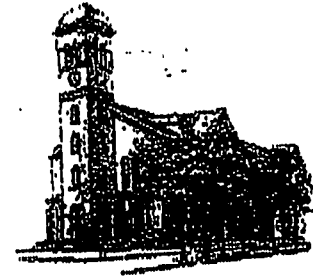
Entire Statement Must Be Presented With Payment. Self Addressed Stamped Envelope Must Be Enclosed When A Return Receipt Is Requested.

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998



* Customer Copy *

Receipt # 174253

Thursday, May 06, 2004

Received Of:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2002-010921

Map # C04-421-00034

Property Desc BLDG. & 0.41 A

In The Amount Of: \$3,932.19

	<u>County</u>	<u>District</u>	<u>School</u>
TAX	0.00	43.57	3367.39
INTEREST	66.45	50.95	378.83
COST / PENALTY	25.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			<u>\$3,932.19</u>

Director of Tax Claim

Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

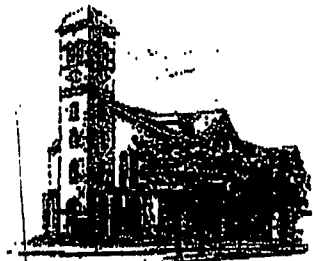
ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 5/6/2004 \$3,932.19**Clearfield County Tax Claim Bureau**

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998



* Customer Copy *

Receipt # 166462

Thursday, June 26, 2003

Received Of:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2002-010921

Map # C04-421-00034

Property Desc BLDG. & 0.41 A

In The Amount Of: \$1,000.00

	<u>County</u>	<u>District</u>	<u>School</u>
TAX	590.70	409.30	0.00
INTEREST	0.00	0.00	0.00
COST / PENALTY	0.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			<u>\$1,000.00</u>

Director of Tax Claim

Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 6/26/2003 \$1,000.00

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Customer Copy

Receipt # 126584

Thursday, June 23, 2005

Received Of:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2003-010901


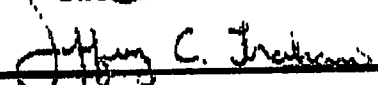
Map # C04-421-00034

Property Desc BLDG. & 0.41 A

In The Amount Of:

\$1,873.49

	<u>County</u>	<u>District</u>	<u>School</u>
TAX	0.00	0.00	1289.72
INTEREST	80.24	\$4.34	404.09
COST/PENALTY	45.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL	<u>\$1,873.49</u>		


Director of Tax Claim

Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 6/23/2005 \$1,873.49

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Customer Copy

Receipt # 175612

Friday, May 28, 2004

Received Of:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2003-010901


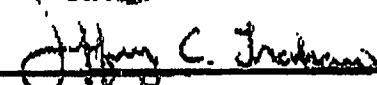
Map # C04-421-00034

Property Desc BLDG. & 0.41 A

In The Amount Of:

\$3,200.00

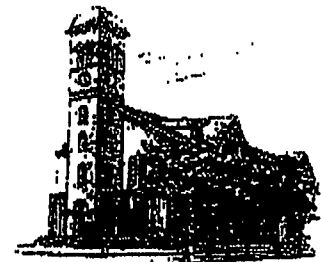
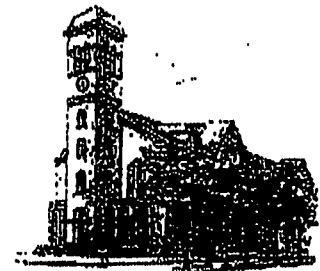
	<u>County</u>	<u>District</u>	<u>School</u>
TAX	669.46	452.87	2077.67
INTEREST	0.00	0.00	0.00
COST/PENALTY	0.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL	<u>\$3,200.00</u>		


Director of Tax Claim

Assistant Tax Administrator

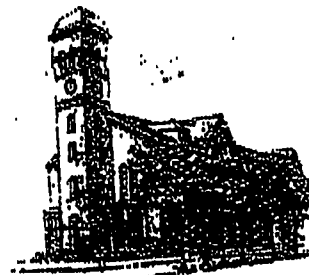
RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 5/28/2004 \$3,200.00



Clearfield County Tax Claim Bureau
230 East Market Street - Suite 121
Clearfield, Pennsylvania 16830
Phone: (814) 765-2641 Ext. 5998



Customer Copy

Receipt # 208201

Monday, June 11, 2007

Received On:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2005-010962

Map # C04-421-00034

Property Desc BLDG. & 0.41 A

In The Amount Of:

\$5,004.54

	County	District	School
TAX	669.46	413.49	3336.28
INTEREST	80.34	49.62	400.35
COST/PENALTY	55.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			<u>\$5,004.54</u>

Anthony M. Rosant
Director of Tax Claim

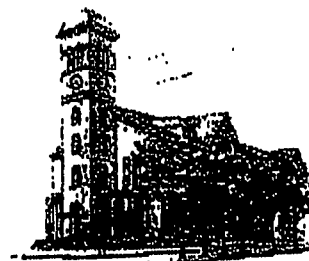
Jeffrey C. Treisman
Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 6/11/2007 \$5,004.54

Clearfield County Tax Claim Bureau
230 East Market Street - Suite 121
Clearfield, Pennsylvania 16830
Phone: (814) 765-2641 Ext. 5998



Customer Copy

Receipt # 195671

Friday, April 28, 2006

Received On:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2004-011060

Map # C04-421-00034

Property Desc BLDG. & 0.41 A

In The Amount Of:

\$4,986.14

	County	District	School
TAX	669.46	452.87	3367.39
INTEREST	70.29	47.55	353.58
COST/PENALTY	25.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			<u>\$4,986.14</u>

Anthony M. Rosant
Director of Tax Claim

Jeffrey C. Treisman
Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

NO CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 4/28/2006 \$4,986.14

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Receipt # 230447

Monday, June 01, 2009

Received Of:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2007-011172

Map # C04-421-00034

In The Amount Of: \$5,097.98

Property Desc BLDG. & 0.41 A

	County	District	School
TAX	826.98	443.03	3226.40
INTEREST	99.24	53.16	387.17
COST / PENALTY	62.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL	<u>\$5,097.98</u>		


Director of Tax Claim


Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 6/1/2009 \$5,097.98

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Receipt # 218615

Monday, May 12, 2008

Received Of:

SNYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2006-010863

Map # C04-421-00034

In The Amount Of: \$5,129.54

Property Desc BLDG. & 0.41 A

	County	District	School
TAX	826.98	413.49	3320.91
INTEREST	93.64	46.52	373.60
COST / PENALTY	55.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL	<u>\$5,129.54</u>		


Director of Tax Claim


Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

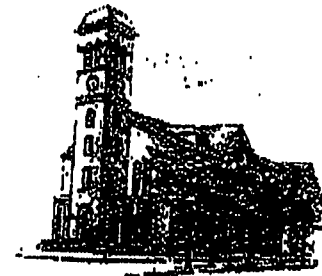
Total Received On All Claims For 12807640 On 5/12/2008 \$5,129.54

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998



Customer Copy

Receipt # 230447

Monday, June 01, 2009

Received Of:

SPYDER, FRANK M. & CORINE M.

Control # 128076406

Claim # 2007-011172

Map # C04-421-00034

In The Amount Of: \$5,097.98

Property Desc BLDG. & 0.41 A

	<u>County</u>	<u>District</u>	<u>School</u>
TAX	826.98	443.03	3226.40
INTEREST	99.24	53.16	387.17
COST/PENALTY	52.00		
CURRENT YEAR	0.00	0.00	0.00
CYEBEST	0.00		
TOTAL	<u>\$5,097.98</u>		

Director of Tax Claim

Assistant Tax Administrator

RECEIPT VALID ONLY UPON PAYMENT OF LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 12807640 On 6/1/2009 \$5,097.98

1 KANK NYORK REAL ESTATE

420 ANN ST

Reigns PA 15851

Invoice

TO:

Uni-Forming

Shaffer Road Plaza

DuPuis PA 15801

DATE

4/13/04

ORDER NO.

SHIP TO

R.E. TAXES

Spring 04

Shaffer Road Plaza

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	1004 Spring R.E. TAXES of \$ 1020.30 As per your lease agreement (3/4 due) R.E. TAXES JAN - JUNE 04 - Copy of R.E. TAXES ENCLOSED Note: Check @ TAX Office, TAXES are based on RETAIL area only. Not Basement area.		765.23
	Thank you	Total due	765.23

DUPLICATE

Thank You!

THANK YOU FOR REM SETTING

420 ANN ST
RIDGE 18501 PA 18501

Invoice

TO:

UNIFORMITY

Shaffer Road Plaza

DUBLIN PA 15001

DATE

9/20/04

ORDER NO.

SHIP TO

2004 Fall Real Estate Show

Shaffer Road Plaza

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	2004 Fall Real Estate Show \$ 3000.03		
	As per your late agreement (3/4 of total 3000.03)		2250.02
	Per dated JAN - DEC 04		
	Copy of item invoice enclosed		
	THANK YOU		2250.02

ORIGINAL

Thank You!

UNIFORMITY

FRANK SNYDER

Date 09/23/2004 Type Bill Reference 04 TAXES

Original Amt.
1,875.00

Balance Due
1,875.00

10/4/2004
Discount
Check Amount

3934
Payment
1,875.00
1,875.00

CSB CHECKING

WATER

1,875.00

2004

✓

FRANK Snyder Real Estate
426 Main St.
Rye Pa. 15851

371-7737

Invoice

TO:

Chris Gormley

Shaffer Road Plaza

DuBair

DATE

4-15-05

ORDER NO.

SHIP TO

2005 Spring Real Estate

Taxes

SALES PERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
3/4 of	2005 Spring Real Estate Taxes Shaffer Road Plaza As per your lease copy of Real Estate Tax Invoice Included		723.60
3/4 of	964.81 =	723.60	
	Thank you Tom Snyder		723.60

DUPLICATE

Thank You!

UNIFORMITY

FRANK SNYDER

5/16/2005

4404
603.00

CSB CHECKING

4/15/05 TAXES

603.00

✓

FRANK SNYDER REAL ESTATE

420 ANN ST.

REYN PA 15857

TO:

UNIFORMITY

SHAFER ROAD PLAZA

DALLAS, PA 15001

RECEIVED 10/7

Invoice

DATE 10/1/05	ORDER NO.
SHIP TO	
2005 FALL REAL ESTATE TAX	

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	As per your Base Agreement		
	2005 REAL ESTATE FALL. CONTR.		
	SHAFER ROAD PLAZA 2972.32	2329.34	
3/4	87 \$ 3032.98	2274.74	
	COPY OF REAL ESTATE TAX JUDICIAL included due		
		\$ 2274.74	
		- 1/2 BASEMENT 311.50	
		1057.90	
	TOTAL due	2274.74	

ORIGINAL

Thank You!

FRANK SNYDER- POOL ESTATE
 4720 ROAD 51
 REIGN PA. 15851

371-7737

Invoice

UNIFORMITY

SHUFFLEBOARD PLAZA

DuBois PA. 15801

DATE 4-1-06	ORDER NO.
SHIP TO 200 Spring Pool Estate Shuffleboard Plaza	

PERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	2006 Spring R.E. Taxes of \$ 1105. ¹⁴ As per your lease agreement 3/4 due Pro-rated JAN-June 2006 Copy of R.E. taxes enclosed for 05 Spring 828. ⁸⁶ (- 138. ¹⁴) Total due 828. ⁸⁶		828. ⁸⁶

DUPLICATE

Thank You!

5097

UNIFORMITY

FRANK SNYDER
 Taxes:Property

5/1/2006

690.72

CSB

2006 SPRING TAXES PAID IN FULL

690.72

FRANK SNYDER Real Estate

239051

420 AND ST
REYN PA. 1851

371-7737

INVOICE

SOLD TO <i>Uni Formity</i>		SHIP TO <i>08-09-06</i>		
ADDRESS <i>Shaffer Road Plaza</i>		ADDRESS <i>2006 Full RE Tax</i>		
CITY, STATE, ZIP <i>DuBois PA 18801</i>		CITY, STATE, ZIP <i>Shaffer Road Plaza</i>		
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B. DATE	
ORDERED	SHIPPED	DESCRIPTION	PRICE UNIT AMOUNT	
		<i>2006 Full R.E. Taxes</i>		
		<i>\$2958.63</i>		<i>✓</i>
		<i>As per your Lease Agreement</i>		
		<i>3/4 of \$2958.63 due, prorated</i>		<i>\$2218.97</i>
		<i>July - Dec 2006</i>		
		<i>Copy of RE Taxes Invoice</i>		
		<i>Enclosed</i>		
		<i>Total due</i>		<i>\$2218.97</i>
		<i>Frank Snyder Inc</i>		

2/1/06

Form 5840

5/06

FRANK SNYDER RAIL ESTATE
420 ARROW ST
REYN PA. 15851

SOLD TO	UNIFORMITY		ADDRESS	2007 Spring R.E. Tax	
ADDRESS	Shaffer Road Plaza		CITY, STATE, ZIP	Shaffer Road Plaza	
CITY, STATE, ZIP	Tulsa Pa. 15801		F.O.B.	DATE	
CUSTOMER ORDER NO.	SOLD BY	TERMS			
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		2007 SPRING R.E. TAXES ✓			
		OR # 1131.45			
		As per your LEASE Agreement			
		3/4 of \$1131.45 due Pro-rated			\$848.58
		Copy of R.E. TAXET INVOICED			
		ENCLOSED			
		Total due			\$848.58
		Thank you! FMS			

adams 5840

1022

FRANK SNYDER REAL ESTATE

Date	Type	Reference
14/05/2007	Bill	239055

Original Amt.	707.15
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4/23/2007	
Balance Due	Discount
707.15	
Check Amount	

Payment
707.15
707.15

707.15

S. y. i.

FRANK SNYDER Real Estate

420 AND ST

ROYAL PA 15851

239056

INVOICE

814-371-7737

SOLD TO		SHIP TO			
UNIFORMITY		SAME			
ADDRESS		ADDRESS			
SHAFER ROAD PLAZA		2007 FALL REAL ESTATE			
CITY, STATE, ZIP		CITY, STATE, ZIP			
DUBOIS PA 15801		TAXES			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.		
			DATE		
			9/29/07		
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		2007 FALL P.E. TAXES			
		OF \$2874.43			
		As per your lease Agreement			
WHA		3/4 of \$2874.43 due Pro Rata			\$2155.82
		July - Dec 2007			- 359.30
		COPY of REAL ESTATE INVOICE			1796.52
		Enclosed			

1 RANK 3N400N 1000L 610005

239061

420A.W ST

Key, PA 15851

INVOICE

SOLD TO		SHIP TO	
UN-Formity		UN-Formity	
ADDRESS		ADDRESS	
Shaffer Rd Plaza			
CITY, STATE, ZIP		CITY, STATE, ZIP	
DuBois Pa 15801		DuBois Pa 15801	
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.
			DATE
ORDERED	SHIPPED	DESCRIPTION	PRICE
			UNIT
			AMOUNT
		FIS FOR YOUR LEASE AGREEMENT	
		2008 SPRING RAIL ESTATE TAXES	
		3/4 of \$1131.45	=
			due 848.59
		copy of RAIL ESTATE INVOICE ENCLOSED	
		due upon Receipt	848.59
		TOTAL	848.59

LAW OFFICES
Querino R. Torretti
ATTORNEY AT LAW
600 E. MAIN STREET
P.O. BOX 218
REYNOLDSVILLE, PA 15851

Arbitration
1-6-11
9:00 AM

Mary L. Pothoven, Esq.
Associate

Telephone: 814-653-2243
Fax : 814-653-8319

December 29, 2010

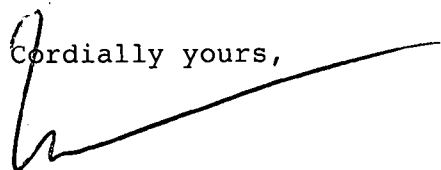
F. Cortez Bell, Esq.
District Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Donahue vs. Snyder

Dear Mr. Bell:

Please see herein enclosed Defendant's Pre-Trial Statement. This matter is scheduled for Arbitration on January 6, 2011. Thank you.

Cordially yours,


Querino R. Torretti

QRT/pjb
encl.

CC: David J. Hopkins, Esquire
Carl A. Belin, Jr.
Dwight L. Koeber, Jr. Esq.
Laurance B. Seaman, Esq.

