

08-2231-CD
JJ Powell vs Postlewait Logging Co. et al

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

J.J. POWELL, INC.,

Plaintiff

No. 2008-2231-CD

vs.

POSTLEWAIT LOGGING COMPANY and
CHAD POSTLEWAIT,

Defendants

Type of Case:
CIVIL

Type of Pleading
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel for This Party:
Peter F. Smith, Esquire
Supreme Court ID #34291
P. O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

S **FILED** *11/2/08/08* *NOV 19 2008* *ICC Atty*
W.A. Shaw *Prothonotary/Clerk of Courts* *ICC Sheriff*
95.00

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

J. J. POWELL , INC.,	:	
Plaintiff	:	No. 2008-
vs.	:	
POSTLEWAIT LOGGING COMPANY and	:	
CHAD POSTLEWAIT,	:	
Defendants	:	

NOTICE TO DEFEND

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 other rights important to you.

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

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2008-
	:	
vs.	:	
	:	
POSTLEWAIT LOGGING COMPANY and	:	
CHAD POSTLEWAIT,	:	
Defendant	:	

COMPLAINT

COMES NOW, J. J. Powell, Inc., by its attorney Peter F. Smith, who states in support of this complaint:

1. The Plaintiff, **J. J. POWELL, INC.**, is a Pennsylvania business corporation with principal office in Philipsburg (Chester Hill), Clearfield County, Pennsylvania and with mailing address of P.O. Box 30, Philipsburg, Pennsylvania 16866.
2. The name of the first Defendant is **POSTLEWAIT LOGGING COMPANY**, a Pennsylvania business corporation with business address of RR1 Box 641, Port Allegheny, McKean County, Pennsylvania 16743.
3. The name of the second Defendant is **CHAD POSTLEWAIT** whose address is 2869 Route 155, Port Allegany, PA 16743.
4. Plaintiff sells gasoline, diesel fuel and petroleum products at the wholesale and retail levels.
5. Plaintiff and the Defendant Corporation engaged in an account relationship which was based on an account application signed and submitted by **CHAD POSTLEWAIT** on behalf of the Corporate Defendant on 3/28/03 A true and correct Copy of which is attached as Exhibit 1.

6. Commencing on or before March 28, 2003, Plaintiff permitted the Defendant Corporation to charge the purchase of diesel fuel and gasoline. Balances were billed twice each month and were to be paid within 10 days of the invoice. Unpaid balances accrue interest at the rate of 18% per annum.

7. Under the March 28, 2003 agreement, the Defendant Corporation obtained "cardlock cards." By using these cards, the Defendant Corporation's drivers were able to purchase diesel fuel and gasoline at Plaintiff's self-service distribution sites.

8. All payments were to be made to the Plaintiff's office in Philipsburg, Clearfield County, Pennsylvania.

9. The agreement between Plaintiff and Defendant was not valid and enforceable until approved and accepted by Plaintiff at its office in Philipsburg, Clearfield County, Pennsylvania.

10. Amounts unpaid for more than thirty (30) days accrued interest at the rate of 18% per annum.

11. Paragraph 7 of the cardlock agreement permits the Plaintiff to recover reasonable attorney fees and court costs in the event of the customer Defendant's breach.

12. Paragraph 8 of the cardlock agreement permits the Plaintiff to select the venue for legal proceedings. Hence, suit has been brought in Plaintiff's home county.

13. A statement of the Defendant's account with the Plaintiff commencing on September 14, 2006 and continuing until October 31, 2008 is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 3.

14. Defendant **CHAD POSTLEWAIT** personally guaranteed payment of all amounts due under this account on Page 2 of the parties' written agreement as Plaintiff's Exhibit 1.

15. Written and oral demand has been made on the Defendant to pay the balance due,

but they have failed to do so.

16. As of October 31, 2008, the amounts owed to Plaintiff by the Defendant for purchases of diesel fuel and gasoline pursuant to their agreement follows:

A)	Balance	\$55,026.61
B)	Finance Charges to 10/31/08	\$ 3,536.86
C)	Finance Charges accruing at 18% per annum or at \$5.30 per day from 10/31/08 (to be added)	\$
D)	Attorney fees (to be added)	\$
E)	Court costs (to be added)	\$ _____
PRELIMINARY TOTAL		\$58,563.47
FINAL TOTAL		\$ _____

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in its favor and against the Defendant **POSTLEWAIT LOGGING COMPANY** and **CHAD POSTLEWAIT** in the amount of \$58,563.47 together with interest accruing after October 31, 2008, reasonable attorney fees and court costs.

Respectfully submitted,

Date: 11/08/08



Peter F. Smith, Esquire
Attorney for Plaintiff

VERIFICATION

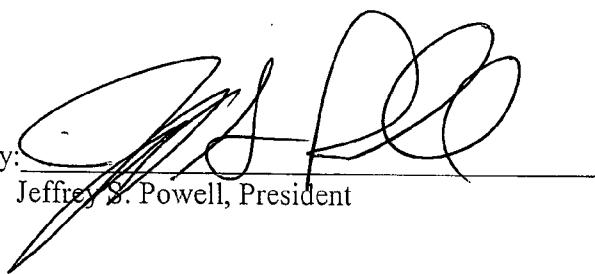
I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

J. J. POWELL, INC.

Dated: 11/17/08

By:

Jeffrey S. Powell, President

A handwritten signature in black ink, appearing to read "Jeffrey S. Powell", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'J' at the beginning.

1-800-432-0866
814-342-6483 (fax)
pacificpride@jjpowell.com
www.jjpowell.com

JJ Powell, Inc.

PO Box 30

Philipsburg, PA 16866

11052 GO H
SM 3/28/03

Upon ✓ Date

FIRM ADDRESS

Company Name	Telephone Number	Fax Number
Posthewait Logging Company	(814) 642-2240	(814) 642-2919
Mailing Address	City	State
RR1 Box 641	Port Allegany	PA
Street Address	City	State
		Zip
		16743
Home Address	City	State
813 North Main Street	Port Allegany	PA
Are you presently a Pacific Pride or Amerinet Cardholder?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, when did you last use your card? <i>Never-used</i>		

LEGAL STRUCTURE

<input type="checkbox"/> Single Entity - Not a subsidiary
<input checked="" type="checkbox"/> Corporation
State <i>PA</i>
<input type="checkbox"/> Partnership
<input type="checkbox"/> Other
Federal ID # 25 117 9685
How Long in Business? <i>25 years</i>
What Type of Business? <i>Logging Co.</i>

PERSONAL

Owner or Officer	Title	Spouse's Name		
Malon Posthewait	President	Linda Posthewait		
Home Address	City	State	Zip	How Long?
813 North Main Street	Port Allegany	PA	16743	Own <i>7</i> Renting _____ Buying _____
Previous Address	City	State	Zip	How Long?
RR1 Box 228	Port Allegany	PA	16743	20

REFERENCES

Name of nearest relative not living with you	Relationship	Telephone Number	
CHAD POSTHEWAIT	SON	(814) 642-2412	
Home Phone	Driver License Number	Social Security Number	Date of Birth
(814) 642-2412	24 271 543	208-58-1590	1/16/77
Have you ever filed Bankruptcy? When?		Where?	
NO			
Bank Name & Branch	City	State	Zip
HAMLIN BANK AND TRUST	SMETHPORT	PA	16749
Bank Officer	Account Number	Telephone Number	
MARTY DEAGLE		(814) 887-5555	
Trade Reference	Account Number	Telephone Number	
Estimated Monthly Usage in Gallons	Person to Contact Regarding Cards	Telephone Number	Extension
10,000 PER MONTH	CHAD POSTHEWAIT	(814) 642-2240	

UPON COMPLETION, TEAR AT PERFORATION, FOLD, TAPE AND RETURN THIS HALF TO JJ POWELL, INC.

EXHIBIT

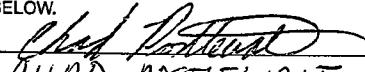
tabbed

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Billings shall be issued twice each month and payment will be due in full within 10 days of invoice date. I agree to pay a late charge of 1 1/2 % per month (18% annually) or 50 cents minimum on any delinquent balances. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW.

Notwithstanding that this account is established in the name of a company, I personally guarantee payment of the account.

All purchases made on this account will be for commercial use.

Signed



Printed Name

CHAD POSTLEWAIT

Date

3/28/03

ADDITIONAL TERMS CARDLOCK USE

1. Purchases will be for vehicles owned and operated by the Purchaser.
2. Purchaser shall be responsible for all purchases by Purchaser or any other person using cardlock cards issued to Purchaser regardless or whether use by any other person is unauthorized or fraudulent.
3. If there is any change in the ownership of Purchaser or if substantially all of the assets of Purchaser are sold, Purchaser shall promptly notify Supplier of such sale and Supplier shall have a lien on all the assets of Purchaser and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to Supplier.
4. Purchaser represents that it and any person using the cardlock cards delivered to Purchaser are and shall be aware of the proper use of the cardlock system and shall use safe practices in compliance with the regulations of the local Fire Code in handling of the fuels dispensed from the cardlock system. Purchaser agrees to indemnify and hold Supplier harmless from any claims and costs including but expressly not limited to, those for bodily injury and property damage which may be occasioned by the negligence or misuse of the cardlock system by Purchaser or any person using the cardlock system with cardlock cards delivered to Purchaser hereunder.
5. Supplier shall use its best efforts to maintain the cardlock system in good working order and condition at its expense provided however, Supplier shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the cardlock system in any manner whatsoever. Purchaser agrees that it and any person using the cardlock cards delivered to Purchaser shall promptly notify Supplier of any malfunctioning of the cardlock system of which Purchaser or such person is aware.
6. Purchaser's right to purchase fuel through the cardlock system may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with Supplier. Upon termination, Purchaser agrees to immediately surrender all cardlock cards issued to Purchaser and to immediately pay all outstanding sums owing to Supplier.
7. In the event of a breach of any of the terms of this agreement, or any other agreement between Purchaser and Supplier, including but expressly not limited to the failure to pay sums owing to Supplier when due, then in addition to any other sums due or payable to Supplier by Purchaser, Purchaser agrees to pay the reasonable attorney fees and costs incurred by Supplier in the enforcement of Supplier's rights even though no suit or action is filed and if suit or action is filed to enforce the rights of Supplier, then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. In the event that any legal action is required to collect on this account, venue for such legal matters will be determined by Supplier.
9. All terms and conditions of this agreement and Guaranty are intended to cover Purchaser's account as well as all of Purchaser's branch accounts, whether set up now or in the future.
10. A handling fee will be charged for all checks returned from the bank for any reason.

PACIFIC PRIDE FUEL CARD ORDER FORM (FOR MORE CARDS, ATTACH LIST)

CANADA: INTERNATIONAL CARD

PLEASE COMPLETE CARD INFORMATION AND CHECK THE PRODUCTS THE CARD IS AUTHORIZED TO PURCHASE.

	UNIT DESCRIPTION	DIESEL	UNLEADED	MID-GRADE	PREMIUM	OFF-ROAD
BS#1	1996 INTERNATIONAL	✓	3070403	08	9389	
BS#2	1988 KENWORTH	✓	3070404	09	0387	
BS#3	1988 FORD	✓	3070405	10	2580	
BS#4	1998 KENWORTH	✓	3070406	11	3899	
BS#5	1998 KENWORTH	✓	3070407	12	0083	

Option:

Doc #	Document	Original	Gallons	Reference	Extended	Extended	Extended
		Date	Amount	Purchased	Amounts	Amounts	Amounts
<u>Original Document</u>							
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & /Credit limit (B SM) Salesperson 99
11052	POSTLEWAIT LOGGING COMPANY	814 642-2240	CHAD POS	1,000.00	Last payment	10/31/08 10/15/08 09/30/08 09/15/08	
Inv	6258	09/14/06	5,343.17	1,802.3		63.99	
F/C	6258	09/15/06	103.95		Finance Charge	167.94	
F/C	6273	09/30/06	71.57		Finance Charge	239.51	
Inv	6273	09/30/06	5,347.10	1,914.2		5,586.61	
F/C	6288	10/15/06	40.63		Finance Charge	5,627.24	
Inv	6288	10/15/06	2,601.19	995.3		8,228.43	
Inv	6304	10/29/06	2,184.39	849.2		10,412.82	
F/C	6304	10/31/06	40.58		Finance Charge	10,453.40	
Pmt	69321	11/09/06	5,418.67-		2583	5,034.73	
Inv	6319	11/14/06	1,279.83	501.0		6,314.56	
F/C	6319	11/15/06	20.23		Finance Charge	6,334.79	
Pmt	69641	11/24/06	4,866.79-		2610	1,468.00	
F/C	6334	11/30/06	0.96		Finance Charge	1,468.96	
Inv	6334	11/30/06	2,322.34	863.3		3,791.30	
Pmt	69994	12/11/06	1,300.06-		2628	2,491.24	
F/C	6349	12/15/06	1.11		Finance Charge	2,492.35	
Inv	6349	12/15/06	3,996.47	1,423.7		6,488.82	
Pmt	70313	12/26/06	2,323.30-		2647	4,165.52	
Inv	6365	12/30/06	3,770.45	1,370.7		7,935.97	
F/C	6365	12/31/06	1.25		Finance Charge	7,937.22	
Pmt	70639	01/10/07	3,997.58-		2677	3,939.64	
F/C	7015	01/15/07	1.25		Finance Charge	3,940.89	
Inv	7015	01/15/07	3,141.95	1,217.6		7,082.84	
F/C	7031	01/31/07	29.53		Finance Charge	7,112.37	
Inv	7031	01/31/07	4,145.99	1,625.9		11,258.36	
Pmt	71387	02/12/07	3,771.70-		2706	7,486.66	
F/C	7046	02/15/07	24.81		Finance Charge	7,511.47	
Inv	7046	02/15/07	6,539.26	2,444.2		14,050.73	
Pmt	71562	02/23/07	3,143.20-		2758	10,907.53	
F/C	7059	02/28/07	1.25		Finance Charge	10,908.78	
Inv	7059	02/28/07	5,968.79	2,162.6		16,877.57	
Pmt	72007	03/12/07	4,175.52-		2775	12,702.05	
F/C	7074	03/15/07	1.04		Finance Charge	12,703.09	
Inv	7074	03/15/07	5,897.91	2,052.3		18,601.00	
Pmt	72290	03/28/07	6,564.07-		2803	12,036.93	
F/C	7090	03/31/07	45.84		Finance Charge	12,082.77	
Inv	7090	03/31/07	7,235.22	2,553.4		19,317.99	
Pmt	72697	04/13/07	5,970.04-		2834	13,347.95	
Inv	7105	04/13/07	5,910.87	2,007.1		19,258.82	
F/C	7105	04/15/07	45.48		Finance Charge	19,304.30	
Pmt	72804	04/20/07	5,898.95-		2854	13,405.35	
F/C	7120	04/30/07	55.52		Finance Charge	13,460.87	
Inv	7120	04/30/07	8,719.88	2,967.2		22,180.75	
Pmt	73295	05/11/07	7,281.06-		2894	14,899.69	
F/C	7135	05/15/07	45.25		Finance Charge	14,944.94	
Inv	7135	05/15/07	10,136.03	3,442.1		25,080.97	
Pmt	73610	05/31/07	5,956.35-			19,124.62	

EXHIBIT

Option:

Doc # Document				Original	Gallons Reference	Extended	Extended	Extended
	Date	Amount	Purchased			Amounts	Amounts	Amounts
<u>Original Document</u>								
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & 10/31/08	10/15/08 09/30/08 09/15/08
11052	POSTLEWAIT LOGGING COMPANY	814 642-2240	CHAD POS	1,000.00	Last payment		/Credit limit (B SM)	Salesperson 99
F/C	7151	05/31/07	66.32		Finance Charge	19,190.94		
Inv	7151	05/31/07	10,986.23	3,711.4		30,177.17		
Pmt	74023	06/14/07	8,675.40		2960	21,501.77		
Adj	1158	06/14/07	100.00		GOH RENTER PROMO	21,401.77		
F/C	7166	06/15/07	77.28		Finance Charge	21,479.05		
Inv	7166	06/15/07	9,619.43	3,265.4		31,098.48		
Pmt	74225	06/27/07	10,181.28		2987	20,917.20		
Inv	7181	06/29/07	9,703.19	3,233.9		30,620.39		
F/C	7181	06/30/07	83.32		Finance Charge	30,703.71		
Pmt	74610	07/11/07	11,052.55		3013	19,651.16		
F/C	7196	07/15/07	72.91		Finance Charge	19,724.07		
Inv	7196	07/15/07	8,687.73	2,852.0		28,411.80		
Pmt	74920	07/26/07	9,696.71		3047	18,715.09		
Adj	1208	07/26/07	167.94		F/C ERROR	18,547.15		
F/C	7212	07/31/07	72.77		Finance Charge	18,619.92		
Inv	7212	07/31/07	14,429.39	4,670.4		33,049.31		
Pmt	75365	08/13/07	9,786.51		3067	23,262.80		
F/C	7227	08/15/07	65.16		Finance Charge	23,327.96		
Inv	7227	08/15/07	12,055.21	4,013.7		35,383.17		
Pmt	75594	08/24/07	8,760.64		3098	26,622.53		
F/C	7243	08/31/07	108.22		Finance Charge	26,730.75		
Inv	7243	08/31/07	11,072.57	3,706.0		37,803.32		
Pmt	75876	09/10/07	14,502.16		3128	23,301.16		
Inv	7258	09/14/07	11,683.95	3,788.7		34,985.11		
F/C	7258	09/15/07	90.41		Finance Charge	35,075.52		
Adj	1258	09/28/07	299.04		GAS REIMBURSEMT	34,776.48		
Inv	7273	09/29/07	11,403.14	3,534.8		46,179.62		
F/C	7273	09/30/07	171.22		Finance Charge	46,350.84		
Pmt	76519	10/05/07	12,120.37		3158	34,230.47		
Inv	7288	10/15/07	12,048.09	3,741.5		46,278.56		
F/C	7288	10/15/07	168.43		Finance Charge	46,446.99		
Pmt	76895	10/17/07	11,180.79		3187	35,266.20		
Inv	7304	10/31/07	14,700.20	4,380.5		49,966.40		
F/C	7304	10/31/07	170.91		Finance Charge	50,137.31		
Pmt	77319	11/08/07	11,774.36		3234	38,362.95		
Inv	7319	11/15/07	12,203.69	3,421.4		50,566.64		
F/C	7319	11/15/07	173.64		Finance Charge	50,740.28		
Pmt	77588	11/20/07	11,574.36		3240	39,165.92		
Pmt	77751	11/29/07	12,216.52		3284	26,949.40		
Inv	7334	11/30/07	8,569.57	2,356.1		35,518.97		
F/C	7334	11/30/07	108.01		Finance Charge	35,626.98		
Inv	7349	12/15/07	7,744.60	2,210.3		43,371.58		
F/C	7349	12/15/07	199.54		Finance Charge	43,571.12		
Pmt	78236	12/19/07	14,871.11		3321	28,700.01		
Inv	7365	12/31/07	6,680.69	1,898.2		35,380.70		
F/C	7365	12/31/07	153.56		Finance Charge	35,534.26		
Pmt	78679	01/10/08	12,377.33		3362	23,156.93		

Option:

Doc # Document		Original	Gallons Reference		Extended	Extended	Extended
	Date	Amount	Purchased		Amounts	Amounts	Amounts
<u>Original Document</u>							
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & /Credit limit (B SM) Salesperson 99
11052	POSTLEWAIT LOGGING COMPANY	814 642-2240	CHAD POS	1,000.00	Last payment	10/31/08 10/15/08 09/30/08 09/15/08	
Inv	8015	01/15/08	8,113.40	2,258.0		31,270.33	
F/C	8015	01/15/08	120.11		Finance Charge	31,390.44	
Pmt	79069	01/31/08	8,677.58-		3386	22,712.86	
Inv	8031	01/31/08	7,978.15	2,323.9		30,691.01	
F/C	8031	01/31/08	105.95		Finance Charge	30,796.96	
Inv	8046	02/15/08	6,459.97	1,827.0		37,256.93	
F/C	8046	02/15/08	166.80		Finance Charge	37,423.73	
Pmt	79508	02/21/08	7,944.14-		3419	29,479.59	
Inv	8060	02/29/08	6,903.00	1,856.3		36,382.59	
F/C	8060	02/29/08	108.71		Finance Charge	36,491.30	
Pmt	79762	03/06/08	6,834.25-		3438	29,657.05	
Inv	8075	03/15/08	5,757.28	1,449.0		35,414.33	
F/C	8075	03/15/08	118.44		Finance Charge	35,532.77	
Inv	8091	03/29/08	5,720.19	1,363.9		41,252.96	
Pmt	80297	03/31/08	8,233.51-		3476	33,019.45	
F/C	8091	03/31/08	157.82		Finance Charge	33,177.27	
Inv	8106	04/15/08	4,602.09	1,086.4		37,779.36	
F/C	8106	04/15/08	201.00		Finance Charge	37,980.36	
Inv	8121	04/30/08	7,984.09	1,812.1		45,964.45	
F/C	8121	04/30/08	243.90		Finance Charge	46,208.35	
Pmt	81120	05/07/08	7,984.10-		3514	38,224.25	
Adj	1401	05/08/08	100.00-		goh renter promo	38,124.25	
Inv	8136	05/15/08	8,536.90	1,892.2		46,661.15	
F/C	8136	05/15/08	218.58		Finance Charge	46,879.73	
Pmt	81620	05/29/08	6,626.77-		3555	40,252.96	
Inv	8152	05/30/08	13,614.69	2,803.6		53,867.65	
F/C	8152	05/31/08	230.01		Finance Charge	54,097.66	
Pmt	82042	06/13/08	7,011.71-		3580	47,085.95	
Inv	8167	06/15/08	14,109.14	2,930.9		61,195.09	12,810.10
F/C	8167	06/15/08	242.26		Finance Charge	61,437.35	242.26
Pmt	82299	06/27/08	16,556.82-		3595	44,880.53	
Inv	8182	06/30/08	9,880.81	2,068.3		54,761.34	9,880.81
F/C	8182	06/30/08	223.77		Finance Charge	54,985.11	223.77
Pmt	82640	07/10/08	8,227.99-		3625	46,757.12	
Inv	8197	07/15/08	14,822.51	3,062.0		61,579.63	14,822.51
F/C	8197	07/15/08	269.71		Finance Charge	61,849.34	269.71
Inv	8213	07/31/08	14,892.44	3,129.6		76,741.78	14,892.44
F/C	8213	07/31/08	343.82		Finance Charge	77,085.60	343.82
Inv	8228	08/05/08	2,620.75	568.7		79,706.35	2,620.75
Pmt	83197	08/06/08	8,755.48-		3656	70,950.87	
F/C	8228	08/15/08	390.96		Finance Charge	71,341.83	
Pmt	83801	08/30/08	13,844.70-		3711	57,497.13	
F/C	8244	08/31/08	400.54		Finance Charge	57,897.67	400.54
F/C	8259	09/15/08	420.20		Finance Charge	58,317.87	420.20
F/C	8274	09/30/08	420.20		Finance Charge	58,738.07	
Pmt	84557	10/06/08	1,000.00-		3779	57,738.07	420.20
F/C	8289	10/15/08	412.70		Finance Charge	58,150.77	412.70

Option:

Doc #	Document	Original	Gallons Reference		Extended	Extended	Extended
	Date	Amount	Purchased		Amounts	Amounts	Amounts
<u>Original Document</u>							
Type	Doc#	Date	Amount	Quantity	Reference	Running Balance	Future & 10/31/08 10/15/08 09/30/08 09/15/08
11052	POSTLEWAIT LOGGING COMPANY	814 642-2240	CHAD POS	1,000.00	Last payment		/Credit limit (B SM) Salesperson 99
F/C	8305	10/31/08	412.70	Finance Charge	58,563.47	412.70	
					58,563.47	412.70	420.20 57,317.87
11052 Total.....							

NOTE: Customer credit codes are printed in this order: Terms, Statement cycle, and Credit flag. Example: (A MO 3)

Active Accounts	58,563.47	412.70	57,317.87
	412.70	420.20	
<hr/>			
* Total All Accounts *	58,563.47	412.70	57,317.87
	412.70	420.20	
<hr/>			
* Total Uninvoiced *	0.00	0.00	0.00
<hr/>			
* Total Unpaid F/C *	3,536.86	412.70	2,291.26
	412.70	420.20	

Average daily flc \$27.51

Total Purchases due \$ 55026.61
 Total flc due 3536.86
 \$ 58563.47

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

J. J. POWELL, INC.,	:	
Plaintiff	:	No. 2008-2231-CD
vs.	:	
POSTLEWAIT LOGGING COMPANY and	:	
CHAD POSTLEWAIT,	:	
Defendants	:	

PRAECIPE TO DISCONTINUE

FILED No CC
01/12/2009 Cert of
JAN 08 2009 Disc issued
to Atty Smith
William A. Shaw
Prothonotary/Clerk of Courts

To: Clearfield County Prothonotary

Dear Sir:

I am counsel for the Plaintiff in the above-captioned matter. I appear and request that this case against POSTLEWAIT LOGGIN COMPANY and CHAD POSTLEWAIT, be marked DISCONTINUED.

Respectfully submitted,

J. P. J. dit

Peter F. Smith, Esquire
Attorney for Plaintiff
P. O. Box 130, 30 South Second St.
Clearfield, PA 16830
(814) 765-5595

Date: January 8, 2009

cc: J. J. Powell, Inc.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CCopy

J.J. Powell, Inc.

Vs.

No. 2008-02231-CD

Postlewait Logging Company
Chad Postlewait

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 8, 2009, marked:

Discontinued

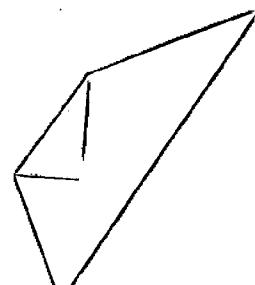
Record costs in the sum of \$95.00 have been paid in full by J.J. Powell Inc.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of January A.D. 2009.



LM

William A. Shaw, Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104962
NO: 08-2231-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

VS.

DEFENDANT: POSTLEWAIT LOGGING COMPANY and CHAD POSTLEWAIT

SHERIFF RETURN

NOW, November 25, 2008, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON POSTLEWAIT LOGGING COMPANY.

NOW, December 10, 2008 AT 7:36 AM SERVED THE WITHIN COMPLAINT ON POSTLEWAIT LOGGING COMPANY, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

s
FILED
013-4634
FEB 26 2009
William A. Shaw
Prothonotary/Clerk of Courts
LM

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104962
NO: 08-2231-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

VS.

DEFENDANT: POSTLEWAIT LOGGING COMPANY and CHAD POSTLEWAIT

SHERIFF RETURN

NOW, November 25, 2008, SHERIFF OF MCKEAN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON CHAD POSTLEWAIT.

NOW, December 10, 2008 AT 7:36 AM SERVED THE WITHIN COMPLAINT ON CHAD POSTLEWAIT, DEFENDANT. THE RETURN OF MCKEAN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104962
NO: 08-2231-CD
SERVICES 2
COMPLAINT

PLAINTIFF: J.J. POWELL, INC.

vs.

DEFENDANT: POSTLEWAIT LOGGING COMPANY and CHAD POSTLEWAIT

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	J.J.POWELL INC	29911	20.00
SHERIFF HAWKINS	J.J.POWELL INC	29911	21.00
MCKEAN CO.	J.J.POWELL INC	29912	56.00

Sworn to Before Me This

So Answers,

Day of 2009

*Cheset A. Hawkins
by Marilyn T.*

SHERIFF'S RETURN - REGULAR

CASE NO: 2008-10096 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MCKEAN

J.J. POWELL, INC.

VS

POSTLEWAIT LOGGING CO., ET AL

STEPHEN SMITH , Deputy Sheriff of MCKEAN

County, Pennsylvania, who being duly sworn according to law,

says, the within COMPLAINT was served upon

POSTLEWAIT LOGGING CO. the

DEFENDANT , at 0007:36 Hour, on the 10th day of December , 2008

at R.D. #1, BOX 641

PORT ALLEGANY, PA 16743 by handing to

CHAD POSTLEWAIT, EMPLOYEE

a true and attested copy of COMPLAINT together with

and at the same time directing His attention to the contents thereof.

Additional Comments

SERVED AT 1293 BARNUM ROAD, ELDRED, PA 16731 (NEUTRAL SITE)

Sheriff's Costs:
Total...\$ 56.00

So Answers:

STEPHEN SMITH
Deputy Sheriff

Paid Date...00/00/0000

Paid By.....

Sworn and Subscribed to before

me this 11th day of

December A.D. 2008

Tara L. Morey
NOTARY SEAL
Tara L. Morey, Notary Public
Smethport Boro, McKean County
My Commission Expires Feb. 4, 2010

SHERIFF'S RETURN - REGULAR

CASE NO: 2008-10096 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MCKEAN

J.J. POWELL, INC.

VS

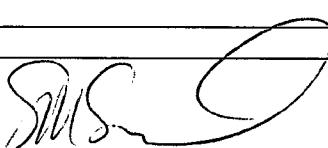
POSTLEWAIT LOGGING CO., ET AL

STEPHEN SMITH, Deputy Sheriff of MCKEAN
County, Pennsylvania, who being duly sworn according to law,
says, the within COMPLAINT was served upon
POSTLEWAIT, CHAD the
DEFENDANT, at 0007:36 Hour, on the 10th day of December, 2008
at 2869 RT. 155
PORT ALLEGANY, PA 16743 by handing to
HIM PERSONALLY AT 1293 BARNUM ROAD, ELDRED, PA (NEUTRAL SITE
a true and attested copy of COMPLAINT together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:
Total...\$.00

So Answers:


STEPHEN SMITH
Deputy Sheriff

Paid Date...00/00/0000
Paid By.....

Sworn and Subscribed to before

me this 11th day of
December A.D. 2008
Tara L. Morey

NOTARIAL SEAL
Tara L. Morey, Notary Public
Smethport Boro., McKean County
My Commission Expires Feb. 4, 2010