

IN THE SUPREME COURT OF OHIO

ROBERT H. DUES,

CASE NO. 06-1069

Appellant/Cross-Appellee,

On Appeal from the Court of
Appeals of the Third Appellate
Judicial District of Ohio,
Shelby, County

vs.

MINSTER FARMERS COOPERATIVE
EXCHANGE COMPANY, INC.

Court of Appeals
Case No. 17-05-28

Appellee/Cross-Appellant.

**NOTICE TO THE COURT OF VIOLATION OF DUE PROCESS BY OFFICERS
OF THE COURT**

Robert H. Dues
6052 Short Rd.
Houston, OH 45333
937-295-3065
937 295-2350 (fax)

Robert H. Dues
Pro se
For Appellant/Cross-Appellee

Michael A. Burton (0064921)
15 Willipie St., Suite 300
P. O. Box 33
Wapakoneta, OH 45895-0033
419 738-8195
419 738-8182 (facsimile)

Counsel For Appellee-Cross-Appellant,
Minster Farmers Cooperative Exchange
Company, Inc.

FILED

SEP 19 2008

CLERK OF COURT
SUPREME COURT OF OHIO

Now comes Robert Dues, Appellee/Cross-Appellee, Pro Se; hereinafter Dues, and states that certain rights as both pro se and as Appellee/Cross-Appellee have been violated.

This case was remanded from the Ohio Supreme Court of Ohio on March 26, 2008, for the purpose of establishing a starting date for finance charge calculation. Dues did timely file a Brief in Support of Starting Point and a Reply Brief in Support of Starting Point with the Court on May 16, 2008, and May 23, 2008, consecutively. Up to the date of August 27, 2008, Dues had not received a ruling from the Court setting a starting point for calculation of finance charges. Believing that a ruling should have been rendered, Dues did, on August 27, 2008, check the docket for filings in case 05CV000048.

Dues, found the following activity had transpired without his knowledge:

1. FOUND THAT a **Reply Brief of Plaintiff Regarding Start Date Of Finance Charge Calculation** was filed on May 22, 2008. Dues was not served a copy of said filing by Appellee/Cross Appellant's attorney, Michael Burton, even though the Court dockets show service was made. See Exhibit 1.

2. FOUND THAT the Court did, in fact, file its **Decision/Order On Starting Date For Finance Charge Calculation** on June 10, 2008. Dues was not served a copy of said Decision/Order, even though the court docket shows otherwise. See Exhibit 2: Clerk of Court's handwriting showing which parties were served, Page 3 DOC 75
Dues, Pro se, is excluded.

3. FOUND THAT **Notice of Telephone Scheduling Conference** was filed on July 09, 2008, "MICHAEL A. BURTON IS RESPONSIBLE FOR PLACING THE

CALL". Dues was not served a copy of Notice of Telephone Scheduling Conference, even though the Court dockets show service was made. See Exhibit 3: Clerk of Court's handwriting stating which parties were served. Dues, Pro Se, is excluded.

4. FOUND THAT a **TELEPHONE STATUS CONFERENCE** was scheduled for 07/14/08 at 9:30 am. Dues was neither notified nor included in said telephone conference, even though the Court dockets show service was made. See Exhibit 4: Clerk of Court's handwriting stating which parties were served. Dues, Pro se, is excluded.

5. FOUND THAT the Status of Case No. 05CV00048 is "Closed". See Exhibit 5....CERTIFIED COPY OF COURT DOCKET.

WHEREFORE, Dues reminds all parties that all rights which are of such fundamental importance as to require compliance with due process standards of fairness and justice. The essential elements of due process of law are notice and opportunity to be heard and to defend in orderly proceeding adapted to nature of case and guarantee of due process requires that every man have protection of day in court and benefit of general law. DiMaio v. Reid, 132 N.J.L. 17, 37 A.2d 829, 830.

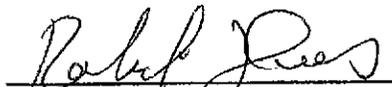
Fundamental requisite of "due process" is the opportunity to be heard, to be aware that a matter is pending, to make an informed choice whether to acquiesce or contest, and to assert before the appropriate decision-making body the reasons for such choice.

Officers of the Court acted in an unreasonable, arbitrary and capricious manner by not following the Order of the Supreme Court of Ohio in its Remand of March 26, 2008.

CONCLUSION

The Dues open book account has neither been settled nor closed. Therefore, either Minster Farmers Exchange or their assignee or purchasing third party, may at any time in the future, demand payment for any assumed amount due and owing. This Court did Order the Trial Court to calculate the statutory interest due and owing on this open book account. Now; therefore, Dues requests this Court to ORDER the settlement and closing of this open book account.

Respectfully submitted,



Robert Dues, Pro Se
6052 Short Road
Houston, Ohio 45333
937 295-3065

STATE OF OHIO, SHELBY COUNTY SS
I, Michele K. Mumford, Clerk of the Common Pleas Court, do hereby certify that the foregoing to be a full, true and correct copy of the original as the same appears on file in my office.

MICHELE K. MUMFORD CLERK

By Sue Will
Clerk

FILED
COMMON PLEAS COURT

08 MAY 22 PM 3:22

MICHELE K. MUMFORD
SHELBY COUNTY CLERK

IN THE COMMON PLEAS COURT OF SHELBY COUNTY, OHIO
CIVIL DIVISION

THE MINSTER FARMERS
COOPERATIVE EXCHANGE
COMPANY, INC.

Case # 05CV000048

Plaintiff,

Judge James F. Stevenson

-vs-

Robert H. Dues

REPLY BRIEF OF PLAINTIFF
REGARDING START DATE
OF FINANCE CHARGE
CALCUALTION

Defendant.

* * * * *

Now comes Plaintiff, Minster Farmers Cooperative Exchange Company, Inc., by and through counsel, and submits this reply brief to determine the proper date from which to assess finance charges to defendant's account is September 1, 1997. A memorandum in support is attached for the court's consideration.

Respectfully submitted,

1.00 copies
159 pgs

5/23/08

cf,

Burton By Request

X MA Burton
Michael A. Burton, Reg. # 0064921
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(419) 738-8182 - Facsimile
mike@burtonlawoffice.com
Attorney for Plaintiff

Exhibit 1

I: THE PROPER DATE FROM WHICH TO ASSES FINANCE CHARGES IS SEPTEMBER 1, 1997 BECAUSE DEFENDANT CAN NOT RECOVER PAST PAYMENTS UNDER THE MISTAKE OF LAW DOCTRINE.

A mistake of law occurs when a person is truly acquainted with the existence or nonexistence of facts but is ignorant of or comes to erroneous conclusion as to their legal effect. *69 Ohio Jur.3d, Mistake § 9*. Conversely, a mistake of fact is defined as “a mistake not caused by the neglect of a legal duty on the part of the person making the mistake, and consisting in (1) an unconscious ignorance or forgetfulness of a fact, past or present, material to the contract; or (2) belief in the present existence of a thing or material to the contract which does not exist, or in the past existence of such thing which has not existed.” *Consolidated Management Inc. v. Handee Marts, Inc.*, (1996), 109 Ohio App. 3d. 185, 189 (citing *Black's Law Dictionary*, pg. 1007 (1990) 6th ed.)

The Ohio Supreme Court has stated that payments made under a mistake of law can not be recovered while payments made under a mistake of fact may be recovered. “In the absence of fraud, duress, compulsion or mistake of fact, money voluntarily paid by one person to another on a claim of right to such payment, cannot be recovered merely because the person who made the payment mistook the law as to his liability to pay.” *State ex rel. Dickman v. Defenbacher*, (1949) 151 Ohio St. 391, 395. If a payment is made under a mistake of fact, “The general rule is that money paid under the mistaken supposition of the existence of a specific fact which would entitle the payee to the money, which would not have been paid had it been known to the payor that the fact did not exist, may be recovered.” *Firestone Tire & Rubber Co. v. Central Natl. Bank of Cleveland* (1953), 159 Ohio St. 423, 423.

A: The Defendant made a mistake of law when virtually the entire balance was voluntarily paid, not a mistake of fact.

Defendant claims the proper date which to assess finance charges is the day he opened his account because all other dates are not “provable sums.” He claims that because Plaintiff was assessing an improper finance charge even before the increase to 2% in 1998, it is impossible to know what should have been the proper account balance except for the beginning balance of zero. Plaintiff does not deny that they were assessing improper finance charges before the 1998 increase to 2%. Yet both Plaintiff and Defendant were operating under a mistake of law, and Defendant virtually paid off his account in full in September of 1997.

Black’s Law Dictionary defines payment as “Performance of an obligation by the delivery of money or some other valuable thing accepted in . . . full discharge of the obligation.” *Black’s Law Dictionary* pg. 1129, (1990) 6th ed. When Defendant voluntarily paid off virtually the entirety of his account, he performed his obligation to deliver money in exchange for the discharge of his debt. When he then purchased additional items after September 1997, he incurred a new and different debt.

There has been no evidence offered by Defendant to show the voluntary payment was made due to fraud, duress, compulsion, or a mistake of fact. Therefore, he can not recover any payment before September 1, 1997 because all previous payments were made under a mistake of law. Defendant was not ignorant or forgetful of a fact, nor did he believe that a fact existed when it did not. Both parties knew what the finance charges were on the account. From 1998 onwards, it was 2% compounded; prior to that it was 1 1/2%, even though that was also contrary to the provisions of R.C. 1334.03(A). This is not in dispute.

Defendant was fully aware of all material facts governing his account with Plaintiff. What he was ignorant of was their legal consequences. This is a classic mistake of law. He could have raised his complaint about the improper interest charges at any time, yet he continued to voluntarily make payments, including paying off virtually the entirety of his account in September of 1997. He was not liable to pay the finance charges assessed to his account because they were in violation of R.C. 1334.03(A), but he did so anyway. Under the Ohio Supreme Court's rule in *Dickman*, he can not recover these payments. Therefore, only the finance charges at issue which were assessed after he virtually paid off his account in full should be considered.

Furthermore, there is no evidence Plaintiff was assessing these finance charges in bad faith. Their practices were considered proper by this court at trial based on 3rd District precedent, and the decision was affirmed on appeal. It was not until the Ohio Supreme Court's ruling that Plaintiff learned their finance charges were improper. Until then, both parties were conducting business under a mistake of law. The fact that the conduct was later declared illegal does not constitute grounds for relief. See *Lichter v. Land Title Guarantee & Trust Co.*, (1957) 150 N.E. 2d 70, 76 (citing *State ex rel. Dickman v. Defenbacher*, (1949) 151 Ohio St. 391, 395).

In *Valley Railway Co., v. Lake Erie Iron Co.* (1888), 46 Ohio St. 44, 51, the Ohio Supreme Court held, "The rule, that a payment voluntarily made under a mistake of law, but with a full knowledge of the facts, cannot be recovered back, rests upon general principles of public convenience." To go back and try to undue payments that were based on a mistake of law would greatly complicate business transaction and make it "exceedingly inconvenient" for the money to be returned. *Id.* Additionally, it would be counter to the Ohio Supreme Court's own attempt to discourage "a propagation of pleadings regarding past practices" by making their decision

prospective only. See, *Minster Farmers Cooperative Exchange Company, Inc. v. Meyer* (2008),

prospective only. See, *Minster Farmers Cooperative Exchange Company, Inc. v. Meyer* (2008),
2008-Ohio-1259 *9.

CONCLUSION

Defendant made a voluntary and virtually full payment to Minster Farmers in Septmeber 1997. He did not dispute the amount he owed, nor did he dispute the finance charges that were assessed to his account. He had full knowledge of all the facts about his account with Plaintiff, yet he was mistaken about their legal consequences. This constitutes a mistake of law, and it is a well settled principal in Ohio that payment can not be recovered when given under a mistake of law.

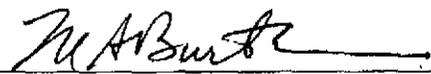
Respectively submitted,

X 

Michael A. Burton, Reg. # 0064921
15 Willipie St., Suite 310, PO Box 33
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(419) 738-8195 - Telephone
(419) 738-8182 - Facsimile
mike@burtonlawoffice.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I sent a copy of the foregoing Reply Brief to Robert Dues, Defendant, at his address of 6052 Short Road, Houston, OH 45333 by regular U.S. Mail, postage prepaid, this 22nd day of May, 2008.


Michael A. Burton, Reg. #0064921
Attorney for Plaintiff

STATE OF OHIO, SHELBY COUNTY SS
I, Michele K. Mumford, Clerk of the Common Pleas Court, do hereby certify that the foregoing to be a full, true and correct copy of the original as the same appears on file in my office.

MICHELE K. MUMFORD CLERK
By Sue Walle
Deputy

FILED
COMMON PLEAS COURT
08 JUN 10 AM 9:10
MICHELE K. MUMFORD
SHELBY COUNTY CLERK

IN THE COMMON PLEAS COURT OF SHELBY COUNTY, OHIO
CIVIL DIVISION

THE MINSTER FARMERS
COOPERATIVE EXCHANGE
COMPANY, INC.

Plaintiff,

vs.

ROBERT H. DUES

Defendant.

CASE NO. 05CV000048

DECISION/ORDER ON
STARTING DATE FOR
FINANCE CHARGE
CALCULATION

* * * * *

The above-captioned case was remanded to this Court for further proceedings by the Ohio State Supreme Court. That Court, in the case of *Minster Farmers Coop. Exchange Company, Inc. vs. Meyer*, 117 Ohio St.3d 459, 884 N.E.2d 1056, 2008-OHIO-1259, determined that the interest rate charged by Plaintiff was in excess of the statutory interest rate. The Court held that notations on invoices and account statements did not constitute a written contract for purposes of charging an interest rate in excess of the statutory amount. The Supreme Court remanded the case to the trial court.

The issue as presented by the parties to this Court is to determine the proper date from which to assess finance charges. Plaintiff contends that the interest rate should be calculated from the date at which the open account was last zero. Defendant contends that the interest rate should be effective from the original opening date of the account.

The Ohio Supreme Court determined:

Doc 73
Exhibit 2

Minster Farmers' claim to interest charged above that rate is unenforceable.

We limit the effect of our decision to these cases and to transactions arising in the future. ... We do not intend for this decision to create shock waves throughout the many sectors of Ohio's economy that rely on book accounts to do business, nor do we wish to encourage a propagation of pleadings regarding past practices. This decision establishes the proper method for implementing interest rates exceeding the statutory maximum on a book account pursuant to R.C. 1343.03(A) in these two cases and for transactions occurring after the date of this decision.¹

As to the issue presented by the parties, it is the opinion of this Court that the Supreme Court has determined as to this case that the interest rate charged beyond the statutory rate was never agreed upon and that any claim of Plaintiff to interest amounts in excess of the statutory amounts is unenforceable.

There is no dispute that the account of defendant was a book account. Such an account is typically a series of transactions between creditor and debtor with debits and credits to the account. "An account is not closed until the dealings between the parties have ceased or until it is closed by some other act performed by them."² It is apparent that the parties had a single, ongoing account in which the parties anticipated a continuing business relationship. That at times the amount owed on the account was reduced to zero, or nearly so, does not change the fact that this was one, continuous account. Accordingly, it is the opinion of this Court that the Ohio Supreme Court determined that the interest rate in this case is limited to the statutory amount calculated from the opening of the account, not from the last date of a zero balance.

The issue then to be determined is the impact of the Supreme Court and this Court's decision on payments already made. As noted by Plaintiff's counsel, the Defendant in this case paid on his accounts at a rate in excess of the enforceable amount for some years. What impact, if any, does the payment of excess amounts have on the account? For the reasons cited following, any payments of interest made in excess of the statutory amount is to be applied to any current balances owed; however, Defendant is not entitled to any repayment of monies in excess of the statutory interest rate.

¹ *Minster Farmers Coop. Exchange*, at ¶ 29 and 30.

² 1 Ohio Jur 3d Accounts and Accounting, §2

"Money voluntarily paid on a claim of right with full knowledge of all the facts, in the absence of fraud, duress, or compulsion, cannot be recovered merely because the party, at the time of payment, was ignorant of, or mistook, the law as to his or her liability."³ Although this rule may seem unjust, it has been held that it would render the administration of justice impracticable to permit litigants to set up as a defense that they were ignorant of the law.⁴

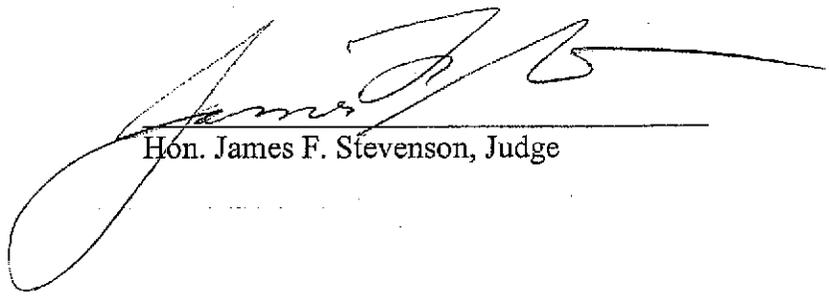
Case and statutory law has provided some measure of relief to a debtor for payment of a usurious amount. In the *Luebke v Moser*⁵ the court noted that under common law if a usurious interest rate was voluntarily paid the borrower could not recover the amount paid. However, the court said that by statute the usurious amount paid can be set off against unpaid balances, citing ORC §1343.04.

R.C. §1343.04 provides "Payments of money or property made by way of usurious interest . . . shall be taken to be payments made on account of principal; and judgment shall be rendered for no more than the balance found due, after deducting the excess of interest so paid."

To the extent that monies are still owed by defendant, payments made in excess of the legal interest rate from the opening of the account may set off that amount. However, defendant may not recover any monies paid in excess of the unpaid amount.

The Clerk of this Court is directed to deliver copies of this Order to the attorneys of record and to any parties not represented by an attorney.

IT IS SO ORDERED.


Hon. James F. Stevenson, Judge

1.80 cep

Niemeyer
Burton
CT
vllh
6/11/08

84 parties

³ 73 Oh Jur3d, Payment and Tender, § 76
⁴ 73 Oh Jur3d, Payment and Tender, § 76
⁵ (6th Dist., 1991) 74 Ohio App3d 200, 598 N.E.2d 760

Doc 75 ✓

FILED
COMMON PLEAS COURT

08 JUL -9 AM 10:30

MICHELE K. MUMFORD
SHELBY COUNTY CLERK

IN THE COMMON PLEAS COURT OF SHELBY COUNTY, OHIO
CIVIL DIVISION

MINSTER FARMERS COOPERATIVE
EXCHANGE COMPANY INC

CASE NO. 05CV000048

Plaintiff,

vs.

NOTICE OF TELEPHONE
SCHEDULING CONFERENCE

ROBERT H. DUES

Defendant.

MICHAEL A. BURTON
IS RESPONSIBLE FOR
PLACING THE CALL

This matter is assigned as follows:

TELEPHONE STATUS CONFERENCE 07/14/2008 9:30 am

MICHAEL A. BURTON shall be responsible for placing the telephonic call, arranging for all necessary parties to be on the line to be thereafter transferred to the Judge. The Judge may be reached at 937/498-7233.

The Clerk shall send a copy of this Notice to the Court, all attorneys of record and parties not represented by counsel.

Darcy Winchester
Assignment Commissioner

42 pages
30 copies
Michael
Bryan

STATE OF OHIO, SHELBY COUNTY SS
I, Michele K. Mumford, Clerk of the Court of Pleas
Court, do hereby certify that the foregoing is a true,
true and correct copy of the original as the same
appears on file in my office.

MICHELE K. MUMFORD CLERK
Sue White

SW 7/16/08

Exhibit 3

FILED
COMMON PLEAS COURT

08 JUL -9 AM 10: 30

MICHELE K. MUMFORD
SHELBY COUNTY CLERK

IN THE COMMON PLEAS COURT OF SHELBY COUNTY, OHIO
CIVIL DIVISION

MINSTER FARMERS COOPERATIVE
EXCHANGE COMPANY INC

CASE NO. 05CV000048

Plaintiff,

vs.

NOTICE OF TELEPHONE
SCHEDULING CONFERENCE

ROBERT H. DUES

Defendant.

MICHAEL A. BURTON
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MICHAEL A. BURTON shall be responsible for placing the telephonic call, arranging for all necessary parties to be on the line to be thereafter transferred to the Judge. The Judge may be reached at 937/498-7233.

The Clerk shall send a copy of this Notice to the Court, all attorneys of record and parties not represented by counsel.

Dancy Winchester
Assignment Commissioner

4/2 pds
30 copies
4
Michael
Byron

07/14/08

Exhibit 4

CRTR5925

Detail

Case Number	Status	Judge
05CV000048	Closed	SCHMITT, JOHN D

In The Matter Of	Action
------------------	--------

MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

OTHER CIVIL
STATE OF OHIO, SHELBY COUNTY SS
 I, Michele K. Mumford, Clerk of the Common Pleas Court, do hereby certify that the foregoing to be a true and correct copy of the original as the same appears on file in my office.

Party
 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC
 292 W FOURTH STREET
 PO BOX 100
 MINSTER, OH 45865

Attorneys
 BURTON, MICHAEL
 15 WILLIPIE ST STE 300
 P O BOX 299
 WAPAKONETA, OH 45955

MICHELE K. MUMFORD CLERK
(Signature)
 Deputy

DUES, ROBERT H
 6052 SHORT ROAD
 HOUSTON, OH 45333

NIEMEYER, BRYAN A
 COURTVIEW CENTER - STE 300
 100 S MAIN AVE
 SIDNEY, OH 45365

Opened	Disposed	Case Type
02/07/2005	BANKRUPTCY STAY OR INTERLOCUTORY APPEAL	CIVIL

Comments:

No.	Date of Pleadings Filed, Orders and Decrees	Amount Owed/ Amount Dismissed	Balance Due
	Journal Book-Page-Nbr Ref Nbr		
1	07/10/08 POSTAGE/COPIES/CERTIFIED COPY(S)	0.72	0.72
2	07/09/08 THE FOLLOWING WAS SET FOR: Event: TELEPHONE STATUS CONFERENCE Date: 07/14/2008 Time: 9:30 am Judge: STEVENSON, JAMES F Location:	0.00	0.00
3	06/11/08 DECISION/ORDER ON STARTING DATE FOR FINANCE CHARGE CALCULATION DOC 73-75	2.00	2.00
4	05/23/08 REPLY BRIEF FOR DEFENDANT FILED ALONG WITH CERTIFICATE OF SERVICE	0.00	0.00
5	05/23/08 POSTAGE/COPIES/CERTIFIED COPY(S)	1.59	1.59
6	05/22/08 REPLY BRIEF OF PLAINTIFF REGARDING START DATE OF FINANCE CHARGE CALCUALTION FILED ALONG WITH CERTIFICATE OF SERVICE.	0.00	0.00
7	05/22/08 COVER LETTER FILED	0.00	0.00
3	05/16/08 BRIEF OF PLAINTIFF REGARDING START DATE OF FINANCE CHARGE CALCULATION AND CERTIFICATE OF SERVICE	0.00	0.00
3	05/16/08 BRIEF FOR DEFENDANT FILED ALONG WITH CERTIFICATE OF SERVICE.	0.00	0.00

Exhibit 5

CRTR5925

Detail

05CV000048 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
10	05/15/08	POSTAGE/COPIES/CERTIFIED COPY(S)		0.84	0.84
11	05/14/08	FILING PLAINTIFF'S MEMORANDUM CONTRA TO DEFENDANT'S MOTION TO WITHDRAW AS COUNSEL WITH CERTIFICATE OF SERVICE		0.00	0.00
12	05/14/08	FACSIMILE TRANSMISSION COVER SHEET FILED		0.00	0.00
13	05/14/08	ORDER OF WITHDRAWAL OF COUNSEL DOC 48-49		2.00	2.00
14	05/13/08	MOTION TO WITHDRAW AS COUNSEL FILED ALONG WITH CERTIFICATE OF SERVICE		0.00	0.00
15	05/01/08	AGREED ORDER GRANTING CONTINUANCE OF BRIEFING SCHEDULE DOC 3-4		2.00	2.00
16	04/30/08	COVER LETTER FILED		0.00	0.00
17	04/25/08	RECEIVED CASE BACK FROM SUPREME COURT OF OHIO.		0.00	0.00
18	04/25/08	POSTAGE/COPIES/CERTIFIED COPY(S)		1.01	1.01
19	04/24/08	AGREED ORDER GRANTING CONTINUANCE OF BRIEFING SCHEDULE FILED. DOC 63-64		2.00	2.00
20	04/23/08	COVER LETTER FILED		0.00	0.00
21	04/09/08	POSTAGE/COPIES/CERTIFIED COPY(S)		0.41	0.41
22	04/08/08	AGREED ORDER DOC 7		2.00	2.00
23	06/07/06	ORDER/ENTRY FILED. THIS MATTER IS ASSIGNED FOR A TELEPHONE SCHEDULING CONFERENCE ON JUNE 19, 2006 AT 11:30 A.M.. ATTORNEY MICHAEL BURTON SHALL PLACE THE CALL DOC 51			0.00
24	05/12/06	FILE RECEIVED BACK FROM COURT OF APPEALS.			0.00

CRTR5925

Detail

05CV000048 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
25	04/28/06	NOTICE OF APPEARANCE FILED WITH CERTIFICATE OF SERVICE. DEFENDANT ROBERT DUES , BY AND THROUGH COUNSEL, AND HEREBY NOTIFIES THE COURT OF THE APPEARANCE OF BRYAN A. NIEMEYER AND JOHN M. DEEDS AS COUNSEL IN THIS MATTER.			0.00
26	04/20/06	ORDER ENTRY FILED THIS MATTER IS HEREBY ASSIGNED FOR A TELEPHONE SCHEDULING CONFERENCE ON: MAY 4, 2006, AT 10 A.M. ATTORNEY MICHAEL A. BURTON SHALL BE RESPONSIBLE FOR PLACING THE TELEPHONIC CALL. DOC 56			0.00
27	01/19/06	STENOGRAPHER'S FEES			0.00
28	01/19/06	DECISION, ORDER-ENTRY. THIS MATTER IS BEFORE THE COURT ON THE DEFENDANT'S "MOTION FOR EXAMINATION OF PLAINTIFF" AND THE PLAINTIFF'S MEMORANDUM CONTRA. THE DEFENDANT'S MOTION FOR EXAMINATION OF PLAINTIFF BE AND HEREBY IS DENIED. DOC 50			0.00
29	01/12/06	PLAINTIFF'S MEMORANDUM CONTRA TO DEFENDANT'S MOTION FOR EXAMINATION OF PLAINTIFF FILED, ALONG WITH A CERTIFICATE OF SERVICE.			0.00
30	01/03/06	***** CONVERTED OPEN ITEMS AS OF 09/28/06 ***** \$90.00 Party from: JOAN DUES		90.00	0.00
31	01/03/06	MOTION FOR EXAMINATION OF PLAINTIFF FILED. DEFENDAND MOVES THIS COURT FOR AN ORDER FOR THE EXAMINATION OF PLAINTIFFS ATTORNEY, COMPTROLLER, BRENDA ALBER, GENERAL MANAGER DAVID REICHHART, AND BORAD PRESIDENT, MALE MEIER, CONCERNING THE ACCOUNTING PRACTICE PROCEDURE AND POLICY USED BY PLAINTIFF MINSTER FARMERS COOPERATIVE EXCHANGE CO. ALONG WITH CERTIFICATE OF SERVCIE.			0.00

CRTR5925

Detail

05CV000048 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr	Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
32	12/29/05	NOTICE TO SERVE RETURNED AND FILED. SHERIFF'S RETURN: BY OFFICER DAVE SPICER ON ROBERT H DUES 12/28/05			0.00
33	12/15/05	NOTICE TO SERVE ISSUED TO SHELBY COUNTY SHERIFFS DEPARTMENT FOR PERSONAL OR RESIDENTIAL SERVICE UPON ROBERT H DUES. RETURNABLE ACCORDING TO LAW.			0.00
34	12/14/05	ORDER FOR EXAMINATION OF JUDGMENT DEBTOR FILED. IT IS HEREBY ORDERD THAT ROBERT H DUES BE AND APPEAR BEFORE ME A JUDGE IN THE COMMON PLEAS COURT OF SHELBY COUNTY OHIO ON THE 3ED DAY OF JANUARY 2006 AT 2:30 PM TO ANSWER CONCERNING HIS PERSONAL AND BUSINESS PROPERTY AND THAT HE BE AND HEREBY IS FORBIDDEN AND ENJOINED FROM DISPOSING OF ANY OF HIS PERSONAL AND BUSINESS PROPERTY IN ANY MANNER WHATSOEVER.DOC 37-38			0.00
35	12/13/05	***** CONVERTED OPEN ITEMS AS OF 09/28/06 ***** \$50.00 Party from: MICHAEL BURTON		50.00	0.00
36	12/13/05	AFFIDAVIT FILED.			0.00
37	12/13/05	PRECIPE FOR SERVICE FILED.			0.00
38	12/13/05	MOTION FOR EXAMINATIONA OF JUDGMENT DEBTOR FILED. ALONG WITH CERTIFICATE OF SERVICE.			0.00
39	10/27/05	DOCKET SHEET FILED.			0.00
40	10/27/05	COST BILL FILED APPLIED \$ TO 81.88 TO CK,73.50 TO SH,10.00 TO CP,15.00 TO LA ,3.00 TO JD, 10.00 TO SP. TOTAL FEES 193.38- DEPOSIT \$150.00 . BILL SENT.			0.00
41	10/27/05	STATEMENT AND PRAECIPE FILED. ALONG WITH CERTIFICATE OF SERVICE.			0.00
42	10/27/05	CIVIL APPEAL DOCKETING STATEMENT FILED.			0.00

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Detail

05CV000048 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
43	10/27/05	NOTICE OF APPEAL FILED.		0.00
44	10/14/05	DECISION ORDER-ENTRY COURT FINDS INFAVOR OF PLAINTIFF AND AGAINST DEFENDANT, JUDGMENT AWARDED IN FAVOR OF PLAINTIFF AGAINST DEFENDANT IN SUM OF \$40,900.00 AS OF APRIL 30, 3005 PLUS FINANCE CHARGE O OF 2% PER MONTH THEREAFTER TO DATE OF JUDGMENT. THEREAFTER INTEREST WILL ACCRUE AT LEGAL RATE OF INTEREST DOC 68/69/70/71		0.00
45	10/14/05	STENOGRAPHER'S FEES		0.00
46	08/23/05	NOTICE COURT NOTES IDENTIAL ISSUE RE;INTEREST ON ACCOUNT IS CURRENTLY PENDING IN RELATED CASE INVOLVING MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY. BECAUSE DEFENDANT IN WITHIN ACTION IS ACTING PRO SE, DEFENDANT IN RELATED ACTION IS REPRESENTED BY COUNSEL, THE COURT WISHES TO HAVE THE BENDIPT OF REVIEWING BREIF BY COUNSEL IN RELATED CASE BEFROE MAKING DECISION IN CASE. COURT WILL WITHHOLD MAKING DECISION IN CASE UNTIL SUCH TIME AS IT HAS OPPORTUNITY TO REVIEW BRIEFS ON IDENTICAL ISSUE IN RELATED CASE DOC 3		0.00
47	08/05/05	PLAINTIFFS TRIAL BRIEF AND EXHIBITS A,B,C,D,E,AND F FILED ALONG WITH CERTIFICATE OF SERVICE.		0.00
48	08/05/05	BRIEF OF DEFENDANT FILED. ALONG WITH A CERTIFICATE OF SERVICE.		0.00
49	08/04/05	STENOGRAPHER'S FEES		0.00
50	07/29/05	DEPOSITION OF ROBERT H DUES FILED		0.00
51	07/29/05	NOTICE OF FILING DEPOSITION TRANSCRIPT OF ROBERT H DUES THAT WAS TAKEN ON JUNE 16, 2005 PROOF OF SERVICE.		0.00
52	06/23/05	MOTION FOR FUTURE ATTORNEY FEES FILED. ALONG WITH CERTIFICATE OF SERVICE.		0.00

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Detail

05CV000048 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

No.	Date of	Pleadings Filed, Orders and Decrees Journal Book-Page-Nbr Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
53	06/23/05	PLAINTIFFS REPLY TO DEFENDANTS MOTION FOR ORDER COMPELLING DISCOVERY FILED. ALONG WITH CERTIFICATE OF SERVICE.		0.00
54	06/22/05	MOTION FOR ORDER COMPELLING DISCOVERY FILED ALONG WITH CERTIFICATE OF SERVICE.		0.00
55	06/14/05	PLAINTIFFS NOTICE OF COMPLIANCE WITH DISCOVERY FILED ALONG WITH CERTIFICATE OF SERVICE.		0.00
56	06/10/05	NOTICE OF DEPOSITION FILED ALONG WITH CERTIFICATE OF SERVICE		0.00
57	05/20/05	REQUEST OF DEFENDANT FOR PRODUCTION OF DOCUMENTS CERTIFICATE OF SERVICE		0.00
58	03/22/05	ORDER ENTRY FILED. THIS MATTER IS ASSIGNED FOR A PRETRIAL CONFERENCE ON JUNE 27, 2005 AT 1:15 PM. COUNSEL ARE REMINDED TO FILE PRETRIAL BRIEFS IN ACCORDANCE WITH RULE 12.02 OF THE LOCAL RULES OF COURT. THIS MATTER IS ASSIGNED FOR A FIRST BACK UP TRIAL TO THE COURT COMMENCING JULY 6, 2005 AT 9 AM. DOC 52		0.00
59	03/14/05	ANSWER TO COMPLAINT FILED ALONG WITH EXHIBIT 1,2,3 &4. ALONG WITH CERTIFICATE OF SERVICE.		0.00
60	03/14/05	THIS MATTER IS ASSIGNED FOR A TELEPHONE SCHEDULING CONFERENCE ON MARCH 22, 2005, AT 9:30 A.M. DOC 53		0.00
61	02/15/05	SUMMONS ON COMPLAINT RETURNED AND FILED. SHERIFF'S RETURN SHELBY COUNTY SHERIFF'S DEPUTY DAN SOSBY PERSONALLY SERVED ROBERT H DUES ON 02/14/05.		0.00
62	02/07/05	SUMMONS ON COMPLAINT ISSUED TO SHELBY COUNTY SHERIFF'S DEPARTMENT ALONG WITH A CERTIFIED COPY OF THE COMPLAINT TO BE SERVED BY PERSONAL OR RESIDENTIAL SERVICE. RETURNABLE ACCORDING TO LAW.		0.00

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Detail

05CV000048 MINSTER FARMERS COOPERATIVE EXCHANGE COMPANY INC vs. DUES, ROBERT H

No.	Date of	Pleadings Filed, Journal Book-Page-Nbr	Orders and Decrees Ref Nbr	Amount Owed/ Amount Dismissed	Balance Due
63	02/04/05	PRECIPE FILED FOR REQUEST OF CERTIFIED COPY OF COMPLAINT TO BE SERVED BY PERSON OR RESIDENTIAL SERVICE.			0.00
64	02/04/05	COMPLAINT FOR MONEY FILED. ALONG WITH EXHIBIT A (1 OF 1).			0.00
65	01/01/00	A51069 90.00	20060103 1 DR DEPOSIT FOR JUDGMENT DEBT		0.00
66	01/01/00	A50815 50.00	20051213 1 DR JUDGMENT DEBTOR EXAM		0.00
67	01/01/00	ALL 73.50	20051027 2 SH COURT COST		0.00
68	01/01/00	ALL 81.88	20051027 2 CK COURT COST		0.00
69	01/01/00	A50053 43.38	20051021 1 DR COURT COST		0.00
70	01/01/00	A46022 112.00	20050207 1 DR CIVIL DEPOSIT		0.00
71	01/01/00	A46022 10.00	20050207 1 SP CIVIL DEPOSIT		0.00
72	01/01/00	A46022 3.00	20050207 1 JD CIVIL DEPOSIT		0.00
73	01/01/00	A46022 10.00	20050207 1 CP CIVIL DEPOSIT		0.00
74	01/01/00	A46022 .15	20050207 1 CK CIVIL DEPOSIT		0.00
75	01/01/00	A46022 14.85	20050207 1 LA CIVIL DEPOSIT		0.00
Totals By: COST				14.57	14.57
DEPOSIT				140.00	0.00
INFORMATION				0.00	0.00
*** End of Report ***					

Certificate of Service

I certify that a copy of this document
was sent by ordinary U.S. mail to
counsel for appellees on Sept 19, 2008

Robert Dues
Robert Dues