

September 13, 1991

Testimony by:

MARY SUE JOHNSTON

ARMSTRONG COUNTY

CASE NO 1985 - 0278 - CIVIL
ARMSTRONG COUNTY

HOUSE JUDICIARY COMMITTEE
ON DOMESTIC RELATIONS INJUSTICES

CAPITOL, HARRISBURG, PA.

September 13, 1991

TESTIMONY BY;
Mary Sue Johnston
Armstrong County
Case No. 1985 - 0278 - Civil

I would like to introduce myself--I am Mary Sue Johnston from Armstrong County. Thank you for allowing me time to give my testimony this afternoon regarding the injustices I have experienced in both the Armstrong and Butler County Courts.

I was married to William David Johnston on February 7, 1969, at which time I left my employment at his request to be a full time homemaker and mother to his young daughter. In 1981, my husband abandoned the marriage and moved out of the marital residence. In February 1985 he filed a Complaint in Divorce.

At this point, I paid my attorney a retainer fee and was told this fee would take me to the end of the case and which, in fact, would be returned to me since he would petition the court for my attorney fees. I placed my trust in my attorney and the courts that I would be treated fairly and impartially, and that I would be protected under the Divorce Code and the Pennsylvania and U. S. Constitution. Instead, it was the beginning of a nightmare with no end in sight.

Before continuing, I would like to say that my ex-husband, David Johnston, is Vice President of a small town bank (Kittanning, PA) and has tried to maintain an image of respectability. He yields clout and financial influence in the community, and I feel his position with the bank played an important part in my inability to receive fair and impartial treatment and equitable distribution of our marital assets.

His influence in the court was first apparent when I filed for support at the Armstrong County Domestic Relations office in May 1985.

DOMESTIC RELATIONS DID THE FOLLOWING:

1. Refused to serve my husband at his business address, the only address I had, because "they did not want to embarrass him".
Pa. R.C.P. 1910.2.
2. Finally served him on July 24, 1985---at the business address I originally gave them in May 1985.
3. Notarized my signature on the incompleated form on July 24, 1985 without my presence and without allowing me to complete the questions as to my husband's income and other pertinent questions relating to my need for support.

4. The hearing officer failed to prepare a conference summary at the conclusion of the support conference when no agreement was reached as required by Pa. R.C.P. 1910.11 (e)(1)(2)(3).

5. Denied me interim support as provided by Pa. R.C.P. 1910.11 (2)(e)(g2), forcing me to accept support payments below the guidelines to assure me my husband would continue to pay all the taxes and insurance on the marital property.

6. Forced me to reinstate support payments every two months instead of allowing me continuous support as provided by Pa. R.C.P. 1910.18.

MASTER'S HEARING;

The influence, along with conflict of interest and collusion, continued when a Master's hearing was held on December 19, 1985
WHEN;

1. I was continually told a Master's hearing would not be held to determine equitable distribution "because they wanted to settle out of court".

2. I was given only ONE-HALF DAY'S NOTICE ORALLY of the Master's hearing to be held December 19, 1985 in violation of Armstrong County Local Rule 1133.5 requiring ten days written notice, giving me no time to prepare properly or have witnesses.

3. The Master did not record a date for the hearing in the court records as required by Pa. R.C.P. 1920.51 (e), nor did the Master's report show how notice was sent as required by Pa. R.C.P. 1920.53 (b)(ii).

4. The Master brought a "malfunctioning" home tape recorder to record the testimony, which he ran by himself and voluntarily turned the recorder "off" and "on". Armstrong County Local Rule 1133.4 states "When the case is heard by the Master, the testimony shall be taken by a stenographer who shall be sworn in by the Master, and a transcript of the testimony shall be certified by the stenographer and the Master. Also refer to Pa. Rules of Judicial Administration 5000.3 and 5000.12 regarding Uniform Rules Governing Reporting and Transcripts.

5. The transcript of the December 19, 1985 Master's hearing was NEVER CERTIFIED and the TAPES WERE ERASED approximately February 14, 1986 BEFORE the Master filed the record, transcript, report and recommendation on August 1, 1986, OVER 150 DAYS LATE (Please refer to Exhibit 1). This was in violation of Pa. Rules of Judicial Administration 5000.13 (a)(b) and Pa. R.C.P. 1920.53 (a)(1).

6. I was **denied** a copy of the transcript by both my attorney and the Armstrong County Prothonotary's office for over **twenty (20) months** after it was transcribed.

7. I was **denied** a complete copy of the Master's report and recommendation until April 1988, **almost two (2) years later**, and got a copy only when another person went to the Armstrong County Prothonotary's office and got it for me. **THESE FILES ARE PUBLIC RECORD THAT I HAVE A RIGHT TO RECEIVE COPIES OF.**

8. The Master barred me from entering my Inventory and Appraisement at the equitable distribution hearing and admitted only my husband's **incorrectly filed** Inventory and Appraisement that valued all marital assets (except the marital residence) as of the separation date of May 1981 instead of 1985 at the time action commenced as required by Pa. R.C.P. 1920.33 (a)(4),

9. The Master allowed the attorneys to go **'OFF THE RECORD'** with important facts to determine the value of bank stock in violation of Pa. R.C.P. 201 that requires agreements of attorneys relating to the business of the court **be in writing**.

10. My husband's attorney knowingly gave an erroneous value of the worth of our bank stock in papers filed with the court.

11. The Master awarded the Valley National Bank stock to my husband and showed it to be worth \$38,280 when it was actually worth \$143,000 at the time of his award and recommendation due to a bank merger which was known prior to the Master's hearing.

12. The Master awarded me the marital residence I requested sold within the equitable division framework so I could relocate near my family. The marital residence was awarded with **back taxes, interest and penalties** that were due prior to the equitable distribution hearing and were to have been paid by my ex-husband when I agreed to accept lower support. He testified he had been paying the taxes since the separation. **I was awarded only one (1) year of alimony after an 18 year marriage.**

13. All of my exceptions taken to the Master's award were refused by the President Judge of Armstrong County, who was a former law partner of my ex-husband's attorney. **The marital residence awarded to me would be going up for Sheriff Sale in 3½ months.**

14. I did not receive the February 17, 1987 Order of Court and Opinion until March 18, 1987, **after** the 30 day appeal period, impacting the entire overview of the **DENIAL OF DUE PROCESS.**

15. My attorney refused to petition the court as I requested under **Section 403** of the Divorce Code for **non-disclosure of assets, and tax liabilities.**

16. I WAS SHOCKED to discover that while this litigation was ongoing the Master on this case sold a home to my husband for \$57,500 CASH, which was recorded in Armstrong County on January 16, 1987 (please refer to Exhibit 2). This in itself is a CONFLICT OF INTEREST since all of this transpired before the February 17, 1987 Order of Court ruling on my exceptions taken to the Master's award requesting that the marital home be sold and the Valley National Bank stock be equitably divided. My husband's attorney also signed on this deed further compounding the impropriety and collusion since this took place without my knowledge while I was still waiting for the ruling on my exceptions to the Master's award. (Violation of Judicial Canon 5.C.(1)).

AS I CONTINUED TO SEEK JUSTICE, THE OBSTACLES CONTINUED:

1. The District Attorney of Armstrong County ordered me out of his public office.

2. A Butler attorney accepted \$795.00 to open up my property settlement under Section 602 of the Divorce Code (extrinsic fraud), refused to file anything, was in collusion with my previous attorney to keep him on the record, then removed himself from the case and kept my money.

3. The President Judge of Armstrong County denied my Petition for Reinstatement of Alimony (Section 501 (e), Divorce Code) and denied my Petition for a stay of the taxes on the marital residence---agreeing with my ex-husband's attorney that "I brought my financial problems on myself."

4. The same Judge signed a Petition for Enforcement for my ex-husband's attorney on October 4, 1990 and heard it on October 8, 1990 (Columbus Day--A LEGAL HOLIDAY), BEFORE I EVER RECEIVED IT TO DEFEND MYSELF, further convoluting this case.

Court records and my extensive documentation clearly indicate that the Armstrong County Court has continuously acted for the sole benefit of my ex-husband and has acted to obstruct justice and deny me equity.

The Judicial Inquiry and Review Board advised me that failure to comply with procedural rules is legal error which is redressable through the normal judicial process. However, the Supreme Court must address the fact that when the courts do not follow the rules the appeal process does not work! Why must I be in court for over five (5) years and be expected to bear the costly burdens of appeals and stress when the court is guilty of violating the rules and Constitution?

Submitted by,
Mary Sue Johnston

Mary Sue Johnston

February 4, 1986

Same Letter to Mr. Rishor and Mr. Suckling

Re: Johnston vs. Johnston Divorce
NO. 1985 - 0278 - CIVIL

Dear

Enclosed please find a transcript of the hearing conducted in the above referenced matter on December 19, 1985.

Please review the transcript and advise me within ten days of the date of this letter whether or not you have any objections to it. If there are no objections, I will then proceed to render my decision based upon the transcript as it currently exists. I will also proceed to erase the tapes and use them for other purposes.

Thank you in advance for your cooperation in this regard.

Very truly yours,

Roger T. Mechling

RTM/jes

EXHIBIT 1

This Indenture

MADE the 15th day of January in the year of
our Lord, one thousand nine hundred and eighty-seven

Between ROGER T. MEHLING, Executor of the Estate of Jean P. Goodrich,
Deceased, GRANTOR,

and

W. DAVID JOHNSTON, Single, of P.O. Box 702, Kittanning,
Pennsylvania, GRANTEE,

REAL ESTATE TAX
Date January 16, 1987
\$575.00
Armstrong School District
West Kittanning Borough
Armstrong County

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
JAN 16 1987
575.00

WHEREAS, the said Jean P. Goodrich became in her lifetime seized as of fee
of and in certain lots or pieces of ground, together with the buildings and
improvements thereon erected, situate in the Borough of West Kittanning and the
Township of East Franklin, Armstrong County, Pennsylvania, known as 220 Bluff
Street and more particularly described hereafter; and being so thereof seized,
departed this life May 14, 1986 having first made her Last Will and Testament
in writing dated March 17, 1985, duly probated and registered in the Register
of Wills Office of Armstrong County, Pennsylvania on May 14, 1986, Estate No.
3-86-217 wherein and whereby she appointed as executor thereof the said Roger
T. Mehling, to whom Letters Testamentary were duly issued by said Register of
Wills on May 14, 1986, and wherein and whereby said premises hereinafter described
were not specifically devised, all as in and by Will and the records of said Register
of Wills, recourse thereunto being had, appears;

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EXHIBIT 2

Now this Indenture Witnesseth, That the said Roger T. Mechling, Executor of the Estate of Jean P. Goodrich, Deceased,

for and in consideration of the sum of

Fifty-seven Thousand Five Hundred and 00/100 _____ Dollars,

lawful money of the United States, to him in hand paid by the said W. David Johnston, Single,

at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents

does grant, bargain, sell, alien, release and confirm unto the said W. David Johnston, Single,

TRACT I:
ALL that lot of land situate in West Kittanning Borough, Armstrong County, State of Pennsylvania, and being known as Lot No. 108 in the plan of West Kittanning as laid out by W. D. Patton, Administrator of Ross Mechling, and recorded in Orphans Court Docket, Volume 11, Page 34, and described as follows:

BOUND on the north by Lot No. 98; on the east by Bluff Street; on the south by Lot No. 118; and on the west by an alley; and having a frontage of 66 feet and extending back 165 feet.

CONTAINING One-fourth of an Acre.

ALL the coal and minerals with mining rights in and under said lot are hereby reserved and excepted as fully as the same have heretofore been sold, excepted and reserved.

TRACT II:
ALL that certain piece, parcel or lot of land situate in ^{West Kittanning Borough,} ~~East~~ Franklin Township, Armstrong County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake on the east side of Bluff Street on the boundary line between said Bluff Street in West Kittanning and East Franklin Township, said stake being located North 32° 02' West 177.28 feet along said boundary line from a concrete monument about 5 feet north of the southern line of Southern Avenue, if extended across Bluff Street; thence along said boundary line North 32° 02' 69.86 feet to a stake; thence through lands of which this is a part: North 77° 43' East 42.5 feet to a stake; thence along the Pittsburg & Shawmut Railroad right-of-way South 32° 02' East 69.86 feet to a stake; thence again through lands of which this is a part South 77° 43' West 42.5 feet to the place of beginning, containing 2794 square feet, more or less.

EXCEPTING AND RESERVING the Lower Kittanning seam or vein of coal and all minerals and mineral substances underneath said vein of coal, together with the right of ingress, egress and regress in, to and under said lands for the purpose of mining and preparing the same for market, or transporting other coal and minerals through or under said lands.

BEING the same two tracts of land conveyed to William D. Goodrich and Jean P. Goodrich, his wife, by deed of Rachel J. Painter by deed dated July 17, 1972, and recorded in Armstrong County Deed Book Volume 541, page 240. The said William D. Goodrich died May 15, 1981, thus vesting the entire title in Jean P. Goodrich by operation of law. The said Jean P. Goodrich died testate on May 14, 1986 and by the terms of her Last Will and Testament appointed Roger T. Mechling, Executor. The said Roger T. Mechling was issued Letters Testamentary on May 14, 1986.

TRACT III:

ALL that certain piece, parcel or tract of land situate in West Kittanning Borough, Armstrong County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the eastern edge of Bluff Street on the line of lands of Jean P. Goodrich at the southwestern corner of the parcel of land herein described; thence along the eastern edge of Bluff Street North 32° 02' West 12.0 feet to a point; thence along the line of lands conveyed to Thomas E. Lav and Darlene M. Lav, North 57° 58' East 40.0 feet to a point on the line of lands of the Shawmut Railroad; thence along the said Shawmut Railroad lands, South 32° 02' East 26.36 feet to an iron pin; thence along line of land of Jean Goodrich South 77° 43' West 42.50 feet to the place of beginning. Containing 767.2 square feet, as per survey of R. B. Shannon & Associates, Inc.

BEING the same tract of land conveyed to Jean P. Goodrich by deed dated July 26, 1982 and recorded in Armstrong County Deed Book Volume 623, page 361. The said Jean P. Goodrich died testate on May 14, 1986 and by the terms of her Last Will and Testament appointed Roger T. Mechling, Executor. The said Roger T. Mechling was issued Letters Testamentary on May 14, 1986.

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Together with all and singular ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever

in law, equity, or otherwise, howsoever, of, in, to or out of the same:

To Have and to Hold the said lands, the

hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said W. David Johnston, Single, his heirs and assigns, to and for the only proper use and behoof of the said

W. David Johnston, Single, his heirs or assigns, forever,

And the said Roger T. Mechling, Executor of the Estate of Jean P. Goodrich, Deceased, does

covenant, promise and agree, to and with the said W. David Johnston, Single,

his heirs and assigns, by these presents, that he the said

Executor,

has not done, committed, or knowingly, or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED. (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

NOTICE—THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE OR RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 986, as amended.)

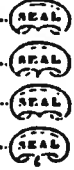
In Witness Whereof, The said Roger T. Mechling, Executor of the Estate of Jean P. Goodrich, Deceased has hereunto set his hand and seal the day and

year first above written.

Sealed and Delivered in the Presence of

[Signature]

[Signature]
Executor of the Estate of
Jean P. Goodrich, Deceased



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Commonwealth of Pennsylvania }
County of ARMSTRONG } SS.

On this the 15th day of January, A. D. 1987,
before me
the undersigned officer, personally appeared
Roger T. Mechling, Executor of the Estate of Jean P. Goodrich, Deceased,
known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument
and acknowledged that he executed the same for the purposes therein contained.
In witness whereof I hereunto set my hand and official seal.

My commission expires July 24, 1987

James E. Hunt

Notary Public
(Title of Office)



Certificate of Residence

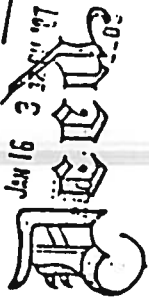
I, _____ do hereby certify that grantee's
precise residence is P.O. Box 702, Kittanning, PA 16201

Witness my hand this 15th day of January, 1987.

07 JAN 16 PM 3-32
David C. Hunt
Attorney for Grantor

RECORDER OF DEEDS

Recorded
EITE
Number
311
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From	To	Page
ROGER T. MECHLING, Executor of the Estate of Jean P. Goodrich, Deceased	W. DAVID JOHNSTON, Single	

Fees, \$
23
D. S. Hunt

P. O. Mail Co., 437 Fourth Avenue, P. O. 12111
Pl. 13.50

Commonwealth of Pennsylvania }
County of ARMSTRONG } SS.

Recorded on this 16th day of January,
A. D. 1987, in the Recorder's Office of the said County, in Book,
Volume 781 page 222

Given under my hand and the seal of the said office, the day and year
aforesaid.

COOK

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Henry E. Hunt
Notary Public

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