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COMMONWEALTH OF PENNSYLVANIA
HOUSE OF REPRESENTATIVES
JUDICIARY COMMITTEE

In re: Effect of Act 14 of 1992, Providing for Damages in
Actions on Thefts of Leased Property

Stenographic record of hearing held in
Room 140, Main Capitol, Harrisburg,
Pennsylvania

Thursday, September 3, 1992, 10:10 a.m.

HON. GERARD A. KOSINSKI, ACTING CHAIRMAN

MEMBERS OF COMMITTEE

Hon. Robert D. Reber, Jr.

Also Present:

David Krantz, Executive Director,
House Judiciary Committee

Katherine Em Manucci, Secretary

Reported by:
Emily R. Clark, RPR

1992-111



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I N D E X

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Charles Wittenmyer Owner, Saratoga Corporation	13
James Morgan, Esquire District Justices Association	15

* * * * *

1 ACTING CHAIRMAN KOSINSKI: The hour of 10:00
2 a.m. having come and gone, I would like to call this meeting
3 of the Judiciary Committee on the effect of Act 14 of 1992
4 to order.

5 Today, we have along with myself, Jerry
6 Kosinski, Bob Reber from Montgomery County.

7 I would like to call to testify Mel Rosenthal,
8 the owner of Reliable Warehouse Furniture Store in Reading,
9 and Charles Wittenmyer, co-owner of a business.

10 Are you also an owner of Reliable, sir?

11 MR. ROSENTHAL: No. He owns his own.

12 MR. WITTENMYER: I'm owner of a store in
13 Pottstown.

14 ACTING CHAIRMAN KOSINSKI: Okay. We'll take
15 that in the testimony.

16 And Mr. Jim Morgan, Esquire, who is also an
17 attorney.

18 Mr. Rosenthal? Could you come to the main table
19 and give us your testimony, please.

20 MR. ROSENTHAL: What is it that you're really
21 asking? What problems we've had? Has it been effective,
22 has it been of worth?

23 ACTING CHAIRMAN KOSINSKI: What we want you to
24 do, Mr. Rosenthal, is give us guidance on where the problems
25 are and how we can correct them.

1 MR. ROSENTHAL: Fine.

2 The law, the way that it was written, has two
3 small changes that would make it much simpler for us. The
4 actual person involved, it would make no difference. The
5 area that says in the law itself a court of competent
6 jurisdiction should also say, "including a municipal small
7 claims court and/or a district magistrate court."

8 The reason I'm broaching that subject is that
9 the attorney in Berks County in charge of district
10 magistrates has given us a problem, and the district
11 magistrate that covers our exact area, the store, he doesn't
12 care that this law says that the merchandise must be
13 returned, they're not, it's not a court of competent
14 jurisdiction, by definition in this law, and therefore, they
15 don't have the right to demand the return of the
16 merchandise.

17 It has not been a terrible problem because most
18 people have enough common sense to realize that when they're
19 renting something, in the first place, they appreciate the
20 fact that they've had the use of the item, and in the second
21 place, they don't want to get themselves into the position
22 of having further legal problems. But there are numbers of
23 times that it does not work that way, and it all comes to
24 that one area. His attitude would be if that was inserted
25 in that law, it would be totally different.

1 The second part is, and I have here a copy of, I
2 had procured from your Committee, that at one time when the
3 law was first written, where it says may utilize the
4 following remedies, it had once said shall, and that was
5 changed by a Mr. Heckler, am I saying it correctly? And I
6 would like to ask the question, of course, why? Because
7 that makes a difference.

8 The reason for that is the district magistrate
9 in our area, and I'm under a gun from that angle. We have a
10 district magistrate who has been discharged from the office
11 because of a criminal act. We've had appointed different
12 district magistrates from different counties until such time
13 as the Governor says yes to a proposed very efficient female
14 who was nominated for the job, and had the training already,
15 she's been to the schooling and nothing is happening. And
16 he has this funny attitude that if a person shows up for the
17 hearing, they shall not pay the \$150 fine. The fact that we
18 sent our truck four times with two men has nothing to do
19 with it, in his attitude. And they showed up, that means
20 that they have some kind of semblance of honesty. I don't
21 know what that means, when I heard it.

22 But out of the other side of the mouth, if it
23 said shall utilize the following remedies, he would have a
24 different feeling on the subject. He admitted to that, the
25 one that's there now.

1 It just isn't worded where I feel I must come up
2 with this recourse. That's our experience in that area.

3 I personally have called the other firms that
4 are in the same business in our county. They have all not
5 had a problem with the district magistrate. I'm talking now
6 of four other firms. They all feel, and I guess I have to
7 say it this way, as nice as I can, having, as I say, been in
8 business pretty many years, this happens to be a growing
9 retail type of business, whether you would like to think it
10 or not. It's producing more and more state tax money all
11 the time and it's important to see to it how -- I'm past
12 this stage, I'm looking to sooner or later unload, I'm 69.
13 And the time comes, and it's a growing business from the
14 angle that there are firms that have 300 and 400 and a
15 thousand stores throughout the country all in the -- and the
16 retail furniture business in our area, for example, is
17 dying. The appliance businesses, the old mom and pop
18 stores, are dying. And it all has to do with the
19 availability of credit. You don't think it because you
20 personally aren't in that position to think about it. I
21 know it.

22 I'm president of a local apartment building,
23 B'Nai Brith House in Reading, I've been that for four
24 years. I rent to a few people that get in there that need
25 furniture. They went from a big house to this small

1 efficiency. And it boils down to, and I'm only bringing
2 that up for the simple fact of life that who the renters are
3 is a big misconception by maybe legislators, certainly by
4 bankers, until they find them. My God, they'll go through a
5 hundred rentals and see that every one of them work, as
6 opposed to thinking that they're all on assistance. And I'm
7 not saying we don't have those that are, but it's a growing
8 kind of way of business because, and the simple reason is a
9 person is able to pick merchandise they like that they can
10 afford, they have the right to pay it and own it or return
11 it any time they want and pay the rent up to that point and
12 return it as is, with normal wear and tear.

13 They can't do that at a store. They can't go to
14 the store that advertises something real cheap and the
15 person's getting it and it's inferior in quality. The
16 rental store has to be very careful of what they buy and put
17 out so that people will want additional items of
18 merchandise, and that's why it's a growing business. We can
19 all, including me, complain about the big operators in the
20 business, but from a merchandising angle they know what
21 they're doing. And they're good at it. There's Colortyme,
22 there's Rent-A-Center, there's National Rentals. I mean,
23 there are firms all over. A magazine, I didn't bring it but
24 if you would see it, your head would swim. I mean, there's
25 an area for rent-to-own, if any of you went to Florida,

1 you've seen those kind of stores. They're looking for
2 franchisee stores all the time.

3 You don't see that in other furniture
4 operations, or appliance operations. And I feel it's
5 important for the state to protect that kind of state tax
6 coming in. I mean, that six percent adds up and will add up
7 more and more all the time is basically what it's all
8 about.

9 My experience has been that this became very
10 necessary because people were getting away with keeping the
11 merchandise. I mean, that's what the old story, condoning
12 thievery doesn't make any sense. This has been a very good
13 way of teaching people, because what is buying or renting to
14 own any different from each other, really nothing. And it's
15 teaching people how to budget themselves, how to budget to
16 be able to own the merchandise. The guy who is looking to
17 find out if he's going to live with this girl or get along
18 with her, thank goodness we don't see much of that. It's
19 not like the big cities, I guess. We don't see a lot of
20 it.

21 It's working out pretty well. If these couple
22 things would get changed, then this law would be very
23 extremely beneficial to anyone who is in this business.

24 When I, as I said to Charlie, when I'm broaching
25 to someone to look over our business, that they may have the

1 interest in taking it over, I want to have a sensible state
2 law for them. We're sitting in the position, and you
3 gentlemen may not know it but there are close to 30 states
4 now that have rent-to-own laws, that make, that are all much
5 more tough than ours, much more stringent, much more
6 complicated, and we're not looking for anything
7 complicated. We're not looking for anything more than how
8 do we get them to pay what they owe in rent, how do we get
9 them to return the merchandise. That's basically what it's
10 all about. Any questions I'll be glad to answer.

11 ACTING CHAIRMAN KOSINSKI: Thank you, Mr.
12 Rosenthal. Just as a little aside, for the first six years
13 I was in Harrisburg, I rented to own in my apartment here.
14 So I know that the people who do rent to own a lot of times
15 have good jobs and just with the circumstances of today's
16 mobile society, I'm on a two-year lease, as I like to say,
17 and --

18 MR. ROSENTHAL: IFR?

19 ACTING CHAIRMAN KOSINSKI: Right on there.
20 That's exactly who I leased from. So then when I thought I
21 was a bit more confident and was going to be staying here, I
22 went out and bought my furniture, and I'm leaving the
23 legislature in November and I'm trying to get rid of it.

24 MR. ROSENTHAL: Talk to IFR.

25 ACTING CHAIRMAN KOSINSKI: I think I'm going to

1 have a flea market with some of my colleagues, because
2 somebody already put dibs on my mattress.

3 MR. ROSENTHAL: You sell it to the new guy
4 coming in, you know.

5 ACTING CHAIRMAN KOSINSKI: Good idea.

6 Representative Reber?

7 REPRESENTATIVE REBER: Thank you, Mr. Chairman.
8 Just for the record I want to make sure that we know exactly
9 the individuals, because there will most likely be a later
10 testifant, Mr. Morgan, and I just want to make sure that
11 we're all speaking from the same song book, as far as the
12 exact specifics.

13 The jurisdiction is Berks County; is that
14 correct?

15 MR. ROSENTHAL: Yes.

16 REPRESENTATIVE REBER: And the individual
17 counsel you were referring to is the solicitor for the
18 county district justices, the individual that's their chief
19 counsel, advisor; is that correct?

20 MR. ROSENTHAL: Who has given the problem to
21 them, yes, or given them advice that became a problem to us,
22 yes.

23 REPRESENTATIVE REBER: Do you know that
24 individual's name?

25 MR. ROSENTHAL: Attorney Leon Ehrlich. You

1 invited him here and he didn't want to come.

2 REPRESENTATIVE REBER: And the district justice
3 court in which you've had contact is which district
4 justice?

5 MR. ROSENTHAL: You would think I would know the
6 number. I don't know the number.

7 REPRESENTATIVE REBER: Do you know the judge's
8 name?

9 MR. ROSENTHAL: Well, it's a different judge
10 periodically, that's why I'm saying it. Wally Scott is the
11 official on-paper judge. The district justice number is
12 23-1-03.

13 REPRESENTATIVE REBER: So there are rotating
14 district justices in that office.

15 MR. ROSENTHAL: They're bringing in an
16 out-of-town, out-of-county retired judge on a periodic
17 basis, yes. In fact, this particular one now says we're
18 having a problem with him pertaining, and this attorney,
19 pertaining to constables to do our work.

20 REPRESENTATIVE REBER: That's a whole 'nother
21 day and another subject of some other hearings.

22 MR. ROSENTHAL: I know that.

23 REPRESENTATIVE REBER: The advice that the
24 solicitor has been giving, has that been universal as to
25 this interpretation of the current Act 14 court of competent

1 jurisdiction and not to include district justice and
2 municipal courts? Is that an interpretation that he is
3 giving countywide in Berks County to all the district
4 magistrates, to the best of your knowledge?

5 MR. ROSENTHAL: I've been told it, but by the
6 same token I'm also reporting to you that when I contacted
7 the other firms, all of which are in different, what do we
8 call them, magisterial districts, that they don't have that
9 same problem.

10 REPRESENTATIVE REBER: So it's only out of, to
11 your experience, then, from firsthand knowledge, you're
12 saying that it's relative to the court that you just
13 previously cited.

14 MR. ROSENTHAL: Right. Right. Correct.

15 REPRESENTATIVE REBER: Okay. I think that's all
16 the questions I have.

17 MR. KRANTZ: Mr. Chairman?

18 Mr. Rosenthal, can you go back over the first
19 wordage that you would like to see?

20 MR. ROSENTHAL: Where it says a court of
21 competent jurisdiction, I would like to see added, exactly
22 after it: Including a municipal small claims court and/or a
23 district magistrate court.

24 The reason for both of those is that in
25 Philadelphia area they call theirs small claims court.

1 Different terminology.

2 MR. KRANTZ: Municipal small claims court and
3 a --

4 MR. ROSENTHAL: And/or a district magistrate
5 court.

6 MR. KRANTZ: Thank you very much.

7 MR. ROSENTHAL: The other area is where it says
8 right after that: May utilize the following remedies.

9 MR. KRANTZ: I got you.

10 MR. ROSENTHAL: I would like "shall."

11 MR. KRANTZ: Okay, thank you.

12 ACTING CHAIRMAN KOSINSKI: Thank you, Mr.
13 Rosenthal.

14 MR. ROSENTHAL: Anything else?

15 ACTING CHAIRMAN KOSINSKI: I would like to call
16 Charles Wittenmyer, Esquire.

17 MR. KRANTZ: He's not Esquire, I'm sorry.

18 MR. ROSENTHAL: He's an ex-Esquire.

19 REPRESENTATIVE REBER: We're going to make you
20 an attorney before you leave yet, Charlie.

21 MR. WITTENMYER: I'm Charles Wittenmyer, owner
22 of Saratoga Corporation in Pottstown, Pennsylvania.

23 We've been in the rental business since the late
24 '40s. I wanted to testify that we are not having any
25 problem in our area going after the merchandise that we

1 have, since this law has been enacted. But I'm afraid that
2 if the information gets passed around, as it does with our
3 customers, and they learn the loopholes of the law, that it
4 will soften the ability to collect the \$150 extra, and we do
5 spend a lot of money till we get to the point of taking
6 these people to court. Trying to contact them is the most
7 difficult thing.

8 I'm very willing to answer any questions you
9 might have. I don't have anything else to offer.

10 REPRESENTATIVE REBER: Mr. Chairman, I don't
11 really have any questions other than the fact I would be
12 remiss if I didn't say on the record that Mr. Wittenmyer's
13 operation has been longstanding in the area. I'm very
14 familiar with it, having been born probably less than the
15 length of this room from that operation, lived part of my
16 life at that end of the hill and moved up to the other end
17 of the hill for the remaining years up to the present time.
18 And I find this testimony extremely troublesome that the
19 small businesses would be treated different, less than 20
20 miles or so apart, even though they are two neighboring
21 counties, and I think it's important that we do have this
22 kind of testimony back to back so that we can get to some
23 finalization of consistency on it.

24 And I would like to thank you, Charlie, for
25 taking your time to come up here just to corroborate this

1 issue and the way that it's sitting.

2 ACTING CHAIRMAN KOSINSKI: Thank you,
3 Representative.

4 Mr. Morgan?

5 MR. MORGAN: Representative Kosinski, I didn't
6 come because I volunteered to come up here, I was asked to
7 come up. I am solicitor for the District Justice
8 Association and district justice and municipal court in
9 Philadelphia.

10 As you recall, the damages for theft of at least
11 property provision was an add-on provision last year and
12 piggybacked the exact language of the retail theft
13 language.

14 This is new law. Until that time, it is
15 premised on the fact that there has to be a criminality
16 involved, that is, an intentional theft of the property in
17 order to utilize these sections. Otherwise, and I'm not,
18 since I do some work for IFR and I'll put that on the record
19 so that it's clear, I'm very familiar with the type of
20 operations of the people that are involved.

21 It's clear, though, that they have a remedy
22 civilly regardless, in a civil process, and in the district
23 justice court it would be up to \$4,000. What this
24 particular provision is in those cases in which criminality
25 is involved, that is, theft of the leased property, it gives

1 an additional remedy in the civil end.

2 My understanding in talking to Leon Ehrlich, and
3 I did talk to him before I came up, was that the problem is
4 not in the language itself, but in the do-ability. If, in
5 fact, you have a situation in which it's the question of
6 money or the property, and that has to do with the legal
7 proposition regardless if you change the language as was
8 asked to for the district justice to have jurisdiction, they
9 don't. And the problem is that of replevin. Replevin has
10 been a limited cause of action in the law, and that is where
11 you physically go and pick up goods and return them, and
12 because it has to do with title and damages, it has been
13 eliminated from district justices, many of whom are lay
14 people rather than lawyers. It's been the province of the
15 courts.

16 That doesn't mean that the district justice
17 can't put pressure on as part of this proceeding, since it
18 has may, one or the other, and in my experience most
19 district justices do that in a way in which the person
20 understands that if, in fact, they don't do it, they're
21 going to owe the \$150 and that's the fine that's there.
22 There is the criminal charge that is available, if, in fact,
23 they continue not to do that.

24 In both those cases you have a limitation on
25 restitution. But my problem is that I think, in fact, we've

1 given the merchants something they never had before in this
2 law. That is, they get \$150 and in this case if, in fact,
3 they can show that there was criminality involved and as a
4 result they did not respond. I think the law as it's set
5 forth gives the courts the right to do that.

6 The fact that certain district justices or
7 certain courts of common pleas judges do things different is
8 one of those things we have every time we have the problem
9 of personality. I do believe that most district justices do
10 understand that the purpose from the standpoint of a
11 rent-to-own or a leased property is that the person wants
12 the goods back if at all possible. And I do think that in
13 most of these cases they have been putting pressure on in
14 those cases.

15 I think it's unfortunate that in the case here
16 where Mr. Rosenthal's situation is one in which we've had a
17 long ongoing situation in that district justice court, long
18 litigation going on with the removal of the district justice
19 and I don't want to make -- it's a very difficult situation,
20 but that there have been the problem of having other judges
21 continue to come in who aren't familiar with him and his
22 operation.

23 My own belief is that that is an individual kind
24 of situation as opposed to a general situation, and I've
25 done some checking around. I think that generally this law

1 works fairly well, but I do want to say that I do think that
2 putting in and saying they have the jurisdiction doesn't
3 allay the real problem, and that is the one on the case and
4 that's why the "may" is more important, because it's the
5 choice of either money or the goods, because it is very
6 difficult to get goods back and these are the same people
7 who we've already said have, by their criminality, put them
8 within the civil action of hiding goods and not making them
9 available.

10 It is a problem, though, in that in the way the
11 law has been done relative to the issue of replevin. It's
12 no different than Representative Kosinski's issue that he
13 has fostered for the district justice, and that is the
14 contempt bill. We have things like the Sunshine Law, which
15 says in the Sunshine Law, you can order them to cease and
16 desist and hold them in contempt if they don't. Many people
17 say, well, DJs can do that because there's also a penalty.
18 They can't hold the contempt, therefore, they can't do it.

19 In the replevin the issue is title, and that
20 issue is somewhat difficult, conceptually, in the law. I
21 don't know that it has to be, but that's the way it's been
22 and that's the reason for the withhold on that as far as
23 worrying district justices about their ability to collect
24 back the goods where the person doesn't make them
25 available.

1 ACTING CHAIRMAN KOSINSKI: So what you're
2 saying, Jim, is equity actions in general, the minor
3 judiciary is not enforcing them and that's where the whole
4 problem lies.

5 MR. MORGAN: That's correct. And I think it's
6 much more deep rooted in the law than it is as simple a
7 question of adding that jurisdiction. We would have to
8 clarify a whole series of case law on it because it's been
9 limited historically.

10 REPRESENTATIVE REBER: Jim, on that particular
11 issue, the verbage, a court of competent jurisdiction, the
12 current line of case law that currently exists, is this, is
13 a district justice and/or a municipal court, quote, a court
14 of competent jurisdiction?

15 MR. MORGAN: Correct, they are.

16 REPRESENTATIVE REBER: That's my understanding.
17 And specifically in an action like this because it allows
18 for an original action to be brought therein, correct?

19 MR. MORGAN: That's correct. That's not -- the
20 problem is where you get to the issue of money versus goods.

21 REPRESENTATIVE REBER: I understand that.

22 MR. MORGAN: And their inability to bring --

23 REPRESENTATIVE REBER: I want to go down the
24 pecking order of concerns that the gentlemen did raise, just
25 to make sure that from what we've heard from legal counsel

1 on our staff, as well as your opinion, as well as other
2 people that are steeped in the procedural aspects, that at
3 least the statute is on firm ground, and whether the advice
4 is correct or not, I want to know where we stand on this, so
5 that answers that question.

6 The may language, the may language from my own,
7 I'm speaking now personally, I think to some extent has some
8 applicability for being there, because I've always felt
9 staying away from any kind of mandatory requirements is the
10 way to go, and, unfortunately, this is one of those cases
11 where it may be nice if you did have mandatory language
12 where you have a particular judge as opposed to the entire
13 judiciary going off.

14 I think you have to have that discretion at
15 times, because as you say, there are different sets of
16 circumstances where you don't want to have a plethora of
17 using criminal concepts, double jeopardy type awards, et
18 cetera, et cetera, and penalties.

19 But in your opinion, this is unique to a set of
20 circumstances that have taken place in a particular
21 jurisdiction, from everything you've been hearing?

22 MR. MORGAN: That's my belief. And I haven't
23 heard a general discord in this area.

24 I would also like to add, in this particular
25 area, we haven't had the problem that we have with retail

1 theft law. And retail theft law, we've had the criminal
2 action and then bring back on the other side and attempt to
3 double dip. That has not been the case in these cases.
4 Mostly they've followed the civil procedure, understanding
5 that the other aspect of it, the theft at least, is a much
6 more difficult statute to deal with.

7 REPRESENTATIVE REBER: Let me ask you this one
8 last question. Is it possible in your capacity for the
9 state organization that you could at least go on the record
10 to say that we are a court of competent jurisdiction,
11 district justice and municipal court, and somehow get that
12 back, at least from you? Not that that may in essence be
13 the final opinion that they're going to react on in that
14 particular jurisdiction, but at least for purposes of this
15 hearing, accomplishing something? And when from all legal
16 opinion is certainly factually and legally correct, that
17 might at least go some steps to aid and assist this
18 gentleman, because, you know, we can change the language
19 again and again and again, and it's not going to be any more
20 or any less binding than it already is, from everything we
21 understand. So at least we might serve some purpose from
22 the dialogue that's gone on here today.

23 MR. MORGAN: Let me assure you that I was not
24 aware until I was called by Dave Krantz that there was a
25 problem in this particular area or that Leon had given the

1 opinion that they couldn't do any of it. But I will assure
2 you that in the next journal, which would be in September,
3 and I'll get their addresses from the Committee and make
4 sure it's in there.

5 Because it is an area of concern for me, because
6 I do represent them statewide, that there is a consistency.
7 550-some people, there's not always consistency, and we all
8 know that that becomes a problem. But I don't think that
9 the law itself is wrong in the way it's set up.

10 REPRESENTATIVE REBER: Dave, as executive
11 director of the Committee and on the Chairman's staff and
12 the Chairman being from Berks County, I assume you have no
13 objection to the request I made of the solicitor for the
14 state organization? And the Chairman probably would not.

15 MR. KRANTZ: No, no.

16 ACTING CHAIRMAN KOSINSKI: Thank you, Jim.

17 Are there any further testifants this morning?

18 (No audible response.)

19 ACTING CHAIRMAN KOSINSKI: Seeing none, I would
20 like to adjourn the meeting. Meeting adjourned.

21 (Whereupon, the hearing was adjourned at
22 10:35 a.m.)

23 * * * * *

24

25

1 I hereby certify that the proceedings and
2 evidence are contained fully and accurately in the notes
3 taken by me on the within proceedings, and that this copy is
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JUDICIARY, CHAIRMAN

House of Representatives
COMMONWEALTH OF PENNSYLVANIA
HARRISBURG

September 3, 1992

Thursday, 10:00 A.M.
140 Main Capitol

Affect of Act 14 of 1992

Honorable Gerard A. Kosiniski
Hearing Chairman

Mel Rosenthal, owner
Reliable Warehouse Furniture Store, Reading, PA
Charles Wittenmyer, Esq.

James Morgan, Es.

No. 1991-14

AN ACT

HB 23

Amending Title 42 (Judiciary and Judicial Procedure) of the Pennsylvania Consolidated Statutes, providing for damages in actions on thefts of leased property.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Title 42 of the Pennsylvania Consolidated Statutes is amended by adding a section to read:

§ 3310. Damages in actions on thefts of leased property.

(a) General rule.—In a civil action based on theft of leased property, as defined in 18 Pa.C.S. § 3932(a) (relating to theft of leased property), a court of competent jurisdiction may utilize the following remedies:

(1) Order the defendant to restore the merchandise to the plaintiff in its original condition, if possible.

(2) Award damages as follows:

(i) If it is not possible to restore the merchandise in its original condition under paragraph (1), award the value of the merchandise as damages.

(ii) Award actual damages arising from the incident. Damages under this subparagraph do not include the loss of time or wages incurred by the plaintiff in connection with the apprehension and prosecution of the defendant.

(iii) Award reasonable attorney fees and court costs.

(3) Award a civil penalty to the plaintiff in the amount of the value of the merchandise plus \$150.

(b) Minors.—If the defendant is a minor, the act of July 27, 1967 (P.L.186, No.58), entitled "An act imposing liability upon parents for personal injury, or theft, destruction, or loss of property caused by the wilful, tortious acts of children under eighteen years of age, setting forth limitations, and providing procedure for recovery," applies.

(c) Criminal disposition.—Criminal prosecution under 18 Pa.C.S. § 3932 is not a prerequisite to the applicability of this section.

(d) Limitations.—

(1) No civil action under this section may be maintained if the defendant has returned the merchandise to the plaintiff and paid all obligations under the contract establishing a lease agreement plus the sum of \$150.

(2) No civil action under this section may be maintained unless:

(i) the plaintiff has sent a notice to defendant's last known address; and

(ii) the plaintiff has given the defendant 20 days to respond to the notice before the action is commenced.

(e) Release.—If the person to whom a written demand is made complies with such demand within 20 days after the receipt of the demand, that person shall be given a written release from further civil liability with respect to the specific act of theft of leased property.

Section 2. This act shall take effect in 60 days.

APPROVED—The 11th day of July, A. D. 1991.

ROBERT P. CASEY