

82025

TERRENE EXCAVATORS, INC.,

Claimant,

vs.

MOUNT ADAMS VENEER COMPANY,
a joint venture consisting of
North Pacific Plywood, Inc.,
Puget Sound Plywood, Inc.
and Publishers Forest Products
Company of Washington, Inc.,

and

PUGET SOUND PLYWOOD, INC.

Attaching Claimant,

vs.

TERRENE EXCAVATORS, INC.

NOTICE OF ATTACHMENT
OF CLAIM OF LIEN ON
TIMBER AND SAW LOGS

NOTICE IS HEREBY GIVEN that Puget Sound Plywood, Inc., of Pierce County, Washington, has attached and claims an attachment lien upon the Claim of Lien on Timber and Saw Logs recorded by Terrene Excavators, Inc. against Mount Adams Veneer Company on or about November 21, 1975. a copy of which is attached as Exhibit A hereto, pursuant to the Writ of Attachment, a copy of which is attached as Exhibit B hereto, which was issued by the King County Superior Court in Civil

Notice of
Attachment --1



Action No. 802810 pursuant to the Orders entered in that proceeding on June 9 and July 2, 1976, copies of which are attached as Exhibits C and D hereto.

PUGET SOUND PLYWOOD, INC.

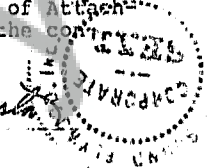
By Lloyd T. Gausta
Lloyd T. Gausta
Corporate Secretary



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

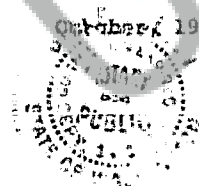
LLOYD T. GAUSTA, being duly sworn, on oath deposes and says: That he is the Corporate Secretary of the attaching claimant above-named and is authorized to make this statement, in its behalf: that he has read the foregoing Notice of Attachment of Claim of Lien on Timber and Saw Logs, knows the contents thereof, and believes the same to be true.

Lloyd T. Gausta
Lloyd T. Gausta



SUBSCRIBED AND SWORN to before me this 15th day of

October, 1976.



Billie Olson
Notary Public in and for the state of
Washington, residing at Seattle


TERRENE EXCAVATORS, INC.,

Claimant,

v.

MOUNT ADAMS VENEER COMPANY,
a joint venture consisting of
North Pacific Plywood, Inc.,
Puget Sound Plywood, Inc. and
Publishers Forest Products
Company of Washington, Inc.,

NOTICE OF CLAIM OF LIEN
ON TIMBER AND SAW LOGS

NOTICE IS HEREBY GIVEN that Terrene Excavators, Inc. of King County, State of Washington, claims a lien upon a quantity of douglas fir, hemlock, white fir, white pine and noble fir logs, which were cut or manufactured in Skamania County, State of Washington, and are marked thus:  180,492 board feet of said logs are now lying in the sort yard or in the log pond at the Mount Adams Veneer Company Mill at Randle, Lewis County, Washington. 73,680 board feet of said logs are stacked in log decks in the Strawberry Mountain area of the Gifford Pinchot National Forest in Skamania County, Washington. Claimant's lien is based on labor performed upon and assistance rendered in building roads for the removal of said logs. Claimant was employed by R. E. Dagnie of the Mount Adams Veneer Company, a joint venture consisting of North Pacific Plywood, Inc., Puget Sound Plywood, Inc. and Publishers Forest Products Company of Washington, Inc., hereinafter called "Mount Adams", to perform such labor and render such assistance upon the following terms and conditions, to wit:

Mount Adams agreed to pay Terrene Excavators, Inc. the sum of \$209,568 (subject to adjustments) for such road building, labor and assistance; said contract has been faithfully performed and fully complied with on the part of Terrene Excavators, Inc.

EXHIBIT

A

**In the Superior Court of the State of Washington
for the County of King**

PIGGET SOUND PLYWOOD, INC., a

Washington corporation,

Plaintiff,

vs.

TERRENE EXCAVATORS, INC., a

Washington corporation,

Defendant.

No. 802810

WRIT OF ATTACHMENT

STATE OF WASHINGTON,

To the Sheriff of Skamania County, GREETING:

Whereas, a civil action as above entitled has been commenced in the aforesaid Court by the Plaintiff to recover from the Defendant therein the sum of One Hundred and Forty Thousand, Five Hundred and Two Dollars, and the necessary affidavit and bond therein has been filed as required by law.

NOW, THEREFORE, You are hereby commanded that you attach and safely keep all the property of the said Defendant within your County not exempt from execution, or so much thereof as may be sufficient to satisfy said Plaintiff's demand, the amount thereof is as above stated together with costs and expenses, and safely keep the same in your possession until further order of the Court respecting the same, or it shall have been otherwise discharged according to law.

And of this writ make legal service and return.

Witness, the Hon. SOLIE M. RINGOLD

(SEAL)

Judge of the said Superior Court, and the seal thereof this

day of JUNE 11 1976, A.D. 19.

BETTY J. MULLIN,

W.B. STEEN, SUPERIOR COURT CLERK

By DONALD G. DENNING Deputy Clerk

24-731

EXHIBIT B

who performed labor upon and assisted in construction of said roads for the period of three years; that said labor and assistance were performed and rendered upon said roads between the 1st day of April, 1973 and the 24th day of October, 1975, and the rendition of said service was closed on the 24th day of October, 1975, and thirty days have not elapsed since that time. That the amount of claimant's demand for said service is \$209,568; that no part thereof has been paid except \$173,751; there is now due and remaining unpaid thereon, after deducting certain credits, the sum of \$32,230, in which amount Terrene Excavators, Inc. claims a lien upon said saw logs and timber. Terrene Excavators, Inc. also claims a lien on all other saw logs or timber owned or to be owned by the said Mount Adams which were taken from the Strawberry Mountain area of the Gifford Pinchot National Forest located in Skamania County, Washington.

TERRENE EXCAVATORS, INC.

By Barbara W. Martin, dea

HELSELL, FETTERMAN, MARTIN, TODD & MORANSON

RECEIVED
NOV 14 1975

By William A. Hessel
William A. Hessel

Attorneys for Claimant

ASLH:SI & 914939 031201

STATE OF WASHINGTON)
COUNTY OF KING) ss.

WILLIAM A. HELSELL, being first duly sworn on oath deposes and says: That he is attorney for the claimant above named; he has read the foregoing Notice of Lien on Saw Logs and Timber, knows the contents thereof and believes the same to be true.

William A. Hessel
William A. Hessel

SUBSCRIBED AND SWORN to before me this 21 day of November, 1975.

Barbara W. Martin
Notary Public in and for the State of Washington, residing at Bellevue

COPY RECEIVED

JUN 9 1976

HELSELL, FETTERMAN MARTIN

EXHIBIT B

BOOK 7: PAGE 771

2. Upon plaintiff's filing of an affidavit that no property of defendant sufficient to satisfy plaintiff's claim herein is known to plaintiff on which attachment can be executed, and/or that no third party owing to or holding for the benefit of plaintiff any property, fund, account, or asset sufficient to satisfy plaintiff's claim herein is known to plaintiff on whom garnishment may be executed, and it being further shown by affidavit that defendant has or is entitled to any property, fund, account, or asset within the state not exempt from attachment or garnishment, defendant may be required, upon reasonable notice by plaintiff, to appear before this court to give information on oath to plaintiff respecting the same.

DONE IN OPEN COURT this 9 day of June, 1976.

SOLIE M. LINGOLD

JUDGE/COURT COMMISSIONER

Presented by:

FOSTER, PEPPER & RIVIERA

Armistead P. Rood

Attorneys for Plaintiff

Order Authorizing
Attachment - 2
R19B/10-11

1975.

SUBSCRIBED AND SWORN TO before me this 1st day of November,

Julia D. Cobb
Notary Public in and for the State of
Washington, residing at Roseville

BOOK 71 PAGE 770

COPY RECEIVED

JUN 9 1976

HELSELL, FETTERMAN, MARTIN
TODD & HOKANSON

(COPY RECEIPT)

(CLERK'S DATE & AMP)

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

PUGET SOUND PLYWOOD, INC.,
a Washington corporation,

No. 801810
7-2-42

Plaintiff,

ORDER AUTHORIZING
ATTACHMENT, GARNISHMENT,
AND ANCILLARY RELIEF

vs.

TERRENE EXCAVATORS, INC.,
a Washington corporation,

Defendant.

This matter having come on regularly for hearing pursuant to the order to show cause entered herein on application of plaintiff on June 2, 1976; the Court having considered the affidavits and other documents filed in connection therewith and the other records and files herein; defendant having been afforded due notice and opportunity to show cause why, upon plaintiff's compliance with applicable formalities, writs of attachment and/or garnishment should not be issued attaching any property of defendant or garnisheeing any property, fund, account, or asset owed to or held for the benefit of defendant as security for any judgment plaintiff may recover herein, and why, upon plaintiff's compliance with further applicable formalities, defendant may not be required to give information on oath respecting its property or any property, fund, account, or asset owed to or held for its benefit; and defendant having failed to show sufficient cause as aforesaid;

IT IS HEREBY ORDERED:

1. Plaintiff may proceed pursuant to RCW Ch. 7.12 and Ch. 7.33 and conditioned upon the posting of a bond in the amount of \$150,000, to secure issuance of writs of attachment and/or garnishment herein without further notice or hearing to defendant; and

Order Authorizing
Attachment - 1

EXHIBIT

NOTARY PUBLIC & CLERK
4000 SEATTLE FIRST NATIONAL BANK
SEATTLE, WASHINGTON 98101

1 denying Puget's claim and asserting a counterclaim in the amount
2 of \$150,000. Trial of this action has been set for September 29,
3 1976.

4 (c) Puget has affirmed that Terrene is experiencing finan-
5 cial difficulties and may be or may soon become insolvent; that
6 it knows of no substantial property of Terrene from which Puget's
7 claim herein may be satisfied except a claim asserted by Terrene
8 in the amount of \$32,230 plus interest against Mount Adams Veneer
9 Company ("Mount Adams"), a joint venture of which Puget is a
10 member; that Terrene's claim against Mount Adams (the "Mount
11 Adams Claim") is the subject of an action pending in the Superior
12 Court of Skamania County; and that through that action Terrene
13 is about to convert the Mount Adams Claim, or a part thereof,
14 into money for the purpose of placing it beyond the reach of its
15 creditors, including Puget. Terrene has affirmed that it is not
16 insolvent, but that it is experiencing financial difficulties,
17 is attempting to reduce the Mount Adams Claim to money to pay
18 current operating expenses, and will be forced out of business
19 if payment of the Mount Adams Claim continues to be withheld.

20 (d) To preserve the Mount Adams Claim as security for the
21 satisfaction of Puget's claim herein, Puget has sought, pursuant
22 to RCW 7.12.020(7) and 7.12.020(10), to attach Terrene's prop-
23 erty interest in the Mount Adams Claim and/or, pursuant to
24 RCW 7.33.010(1)(a) and 7.33.010(1)(b), to garnishee any property,
25 fund, account, or asset owing to or held for the benefit of
26 Terrene by Mount Adams. The May 28, 1976 affidavit of Thomas
27 L. Bentley states all the matters required for the issuance of
28 writs of attachment pursuant to RCW 7.12.020(7) and 7.12.020(10)
29 and for the issuance of writs of garnishment pursuant to RCW
30 7.33.010(1)(a) and 7.33.010(1)(b), except the designation of an
31

32 Order Denying Defendant's
Motion for Reconsideration --2

Copy Rec'd
H F M T + H
7/12/76

Filed 7/12/76

(COPY RECEIPT)

(CLERK'S DATE STAMP)

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

PUGET SOUND PLYWOOD, INC.,
& Washington corporation,

Plaintiff,

vs.

TERRENE EXCAVATORS, INC.,
a Washington corporation,

Defendant.

No. 802810

ORDER DENYING DEFENDANT'S
MOTION FOR RECONSIDERATION
AND TO VACATE ORDER ENTERED
JUNE 9, 1976, AND AFFIRMING
AND CLARIFYING SAID ORDER

This matter having come on regularly for hearing on June 18, 1976 upon defendant's motion for reconsideration of and to vacate the order entered herein on June 9, 1976; defendant having appeared through its counsel Helsell, Fetterman, Martin, Todd & Hokanson, by Nick S. Verwolf, and plaintiff having appeared through its counsel Foster, Pepper & Riviera, by Armistead P. Rood; and the court having considered said motion, together with the memoranda filed in support thereof and in opposition thereto, the other records and files herein, and the argument of counsel; the court thereupon made the following findings of facts and conclusions of law, which are hereby affirmed:

(a) Plaintiff Puget Sound Plywood, Inc. ("Puget"), a Washington corporation, claims that defendant Terrene Excavators, Inc. ("Terrene"), a Washington corporation, is indebted to Puget, over and above all credits and offsets, in the liquidated amount of \$69,662 plus approximately \$70,840 in unliquidated amount, which total debt is just, due, and unpaid.

(b) On October 21, 1975, Puget instituted this action to recover said debt, the action being brought on contracts, express or implied, between Puget and Terrene. Terrene duly answered,

Order Denying Defendant's
Motion for Reconsideration --1

EXHIBIT D

FOSTER, PEPPER & RIVIERA
4400 SEATTLE-FIRST NATIONAL BANK BUILDING
SEATTLE, WASHINGTON 98104
(206) 440-4400

BOOK 71 PAGE 775

1 hearing was required by law; and that there appeared no reason
2 why Puget should not be allowed to proceed without further notice
3 or hearing to sue out the proposed writs of attachment and/or
4 garnishment, provided, however, that Puget post a bond in the
5 amount of \$150,000 in satisfaction of RCW 7.12.060 and 7.33.030;
6 whereupon the court ordered that upon the posting of such a bond
7 Puget might proceed with the proposed attachment and/or garnish-
8 ment.

9 (g) A written order embodying the aforesaid holding and
10 order was presented ex parte by Puget without prior notice to
11 Terrene, was signed and entered by the court, and was then
12 served upon Terrene on June 9, 1976. On June 11, 1976, Terrene
13 filed its notice of the instant motion for reconsideration and
14 to vacate the court's order of June 9, 1976, prior to the hear-
15 ing of which no writ of attachment or garnishment was served
16 by Puget.

17 (h) The decision announced by the court at the conclusion
18 of the June 9, 1976 hearing and embodied in the written order
19 of that date was correct and should be affirmed, at least insofar
20 as it authorized Puget to proceed with the proposed attachment,
21 and/or garnishment of the Mount Adams Claim and conditioned that
22 authorization upon Puget's posting of a bond in the amount of
23 \$150,000 in satisfaction of RCW 7.12.060 and 7.33.030.

24 (i) At the June 18, 1976 hearing it was brought to the
25 court's attention that the proposed attachment and/or garnish-
26 ment of the Mount Adams Claim would be insufficient to secure
27 the full amount of Puget's claim herein and that Puget might
28 proceed under the order of June 9, 1976 to attach or garnish
29 some other property, fund, account, or asset owned or claimed by
30 Terrene. Puget has affirmed that it presently knows of no other

Order Denying Defendant's
Motion for Reconsideration --1

EXHIBIT

D

FOSTER, PEPPER & RIVIERA
4400 SEATTLE FIRST NATIONAL BANK BUILDING
SEATTLE, WASHINGTON 98154
1200 111 4400

BOOK 71 PAGE 774

intended garnishee as required by RCW 7.33.040 and, for purposes of RCW 7.33.010(1)(a), the fact that a writ of attachment has been issued. These additional matters are supplied by the June 11, 1976 application affidavit for garnishment of Thomas L. Bentley.

(e) On June 2, 1976, supported by the May 28, 1976 Bentley affidavit, Puget moved ex parte, pursuant to RCW 2.28.150, for an order directing Terrene to show cause why an attachment and/or garnishment should not be issued pursuant to CR 64 and RCW 7.12.020(7), 7.12.020(10), 7.33.010(1)(a), and/or 7.33.010(1)(b), and why Terrene should not be required, upon a proper showing and pursuant to CR 64, RCW 2.28.150 and 7.12.140, and the court's inherent power, to give information on oath respecting its property. The motion was granted and an order directing defendant to show cause as aforesaid was duly entered and served on June 2, 1976.

(f) On June 9, 1976, Terrene appeared through counsel at the ordered hearing and opposed the issuance of any prejudgment of attachment or garnishment, based upon the June 7, 1976 affidavit of Henry Mastas and a legal memorandum of counsel. At the conclusion of that hearing, and based upon the record then before it, the court held that the Bentley affidavit of May 28, 1976, established prima facie, Puget's right to the issuance of writs of attachment pursuant to RCW 7.12.020(7) and 7.12.020(10) and of garnishment pursuant to RCW 7.33.010(1)(a) and 7.33.010(1)(b); that Terrene had been afforded due notice and an opportunity to show cause why such writs of attachment and/or garnishment should not be issued and why Terrene might not be required to give information on oath respecting its property; that Terrene had failed to show sufficient cause as aforesaid; that no further

1 substantial property which it might attach or garnishee to secure
2 its claim herein, and these proceedings have been conducted on
3 the tacit assumption that none exists. The order of June 9, 1976
4 should be clarified, however, to reflect this fact by requiring
5 that, before proceeding to attach or garnishee any property,
6 fund, account, or asset other than that relating to the Mount
7 Adams Claim, Puget must first obtain further leave of this court.

8 WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

9 1. Defendant's motion for reconsideration of and to vacate
10 the order entered herein on June 9, 1976 is denied.

11 2. Defendant's motion to increase the bond of \$150,000
12 ordered herein on June 9, 1976 is denied.

13 3. Plaintiff's motion to decrease the bond of \$150,000
14 ordered herein on June 9, 1976 is denied.

15 4. The order entered herein on June 9, 1976 is affirmed
16 with the following clarification: plaintiff shall obtain further
17 leave of this court before proceeding pursuant to that order

18 (a) to attach any property of defendant except any
19 property represented by defendant's present claim against Mount
20 Adams Veneer Company or obtained through defendant's pending
21 action upon that claim, or any proceeds thereof; or

22 (b) to garnishee any property, fund, account, or asset
23 owing to or held for the benefit of defendant by any garnishee
24 except Mount Adams Veneer Company or any of its members.

25 DONE IN OPEN COURT this 2nd day of July, 1976

26 SOLIE M. RINGOLD

27 J U D G E/COURT COMMISSIONER

28 Order Denying Defendant's
29 Motion for Reconsideration --5
30
31
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1 Presented by:

2 FOSTER, PEPPER & RIVIERA

3
4 Armistead P. Rood
5 Attorneys for Plaintiff

6 *from approved*
7 ~~approved for entry~~; notice of
8 presentation waived:

9 HELSELL, FETTERMAN, MARTIN,
10 TODD & HOKANSON

11 *Nick S. Verwolf*
12 Nick S. Verwolf
13 Attorneys for Defendant
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68025

STATE OF WASHINGTON
COUNTY OF GRAYS
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT ON 11/19/73, FILED BY
Armistead P. Rood
OF *Seattle, Wash*
AT 10:30 A.M. *Nov 19* 1973
WAS RECORDED IN BOOK *71*
OF *Books* AT PAGE *763*
RECORDS OF GRAYS COUNTY, WASH.
W. P. Rood
COUNTY AUDITOR
BY *W. P. Rood*

Order Denying Defendant's
Motion for Reconsideration --6
A59/b1

REGISTERED	<i>✓</i>
INDEXED	<i>✓</i>
FILED	<i>✓</i>
RECORDED	<i>✓</i>
COMPARED	<i>✓</i>
MAILED	<i>✓</i>