

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

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DEC - 8 2022
ROOM 521

SCOTTS LANE HOLDINGS, LLC,

Plaintiff,

v.

**MCDANIEL TRUCKING
ENTERPRISES, INC.,**

Defendant.

MAY TERM, 2022

No. 2724

CONTROL No. 22065904

COMMERCE PROGRAM

DOCKETED

DEC - 8 2022

**R. POSTELL
COMMERCE PROGRAM**

ORDER

AND NOW, this 8th day of December, 2022, upon consideration of Defendant's Petition to Strike and/or Open Confessed Judgment, Plaintiff's response thereto, and all other matters of record, it is hereby **ORDERED** as follows:

The Petition is **GRANTED** and the Confessed Judgment is **STRICKEN** from the Judgment Index.

BY THE COURT:


NINA WRIGHT PADILLA, J.

220502724-Scotts Lane Holdings, Llc Vs Mcdaniel Trucking Ent



22050272400014

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

SCOTTS LANE HOLDINGS, LLC,	MAY TERM, 2022
<i>Plaintiff,</i>	No. 2724
v.	CONTROL No. 22065904
MCDANIEL TRUCKING ENTERPRISES, INC.,	COMMERCE PROGRAM
<i>Defendant.</i>	

OPINION

Before the court is a Petition to Strike or Open a Judgment by Confession. For the reasons which follow, the Petition to Strike is GRANTED and the Confessed Judgment is Stricken from the Judgment Index.

This matter arises out of a lease of commercial property located at 3500 Scotts Lane, Philadelphia, Pennsylvania. Defendant, McDaniel Trucking Enterprises, Inc. (McDaniel), leased the property from Plaintiff, Scotts Lane Holdings, LLC, (Scott's Lane), or its predecessor in interest. The Lease, signed on April 15, 2021, was for the period from July 1, 2021 to January 1, 2027. The Lease contained a Warrant of Attorney provision authorizing Plaintiff to confess judgment against Defendant for both money and possession, in response to certain defaults. The lease was amended on May 14, 2021, and again on January 17, 2022. Plaintiff confessed judgment for money and possession on May 31, 2022.

“[A] Warrant of Attorney to confess judgment confers such plenary power on the donee in respect of the adjudication of his own claims that certain specific formalities are to be observed in order to effectuate the granting of such a power.” Accordingly, a Pennsylvania Warrant of Attorney must be signed and it will be construed strictly against the party to be

benefited by it, rather than against the party having drafted it.¹ Moreover, “[w]here a lease contains a Warrant of Attorney, the signature of the lessee must bear such direct relation to the provision authorizing the Warrant as to leave no doubt that the lessee signed conscious of the fact that he was thereby conferring upon the lessor a Warrant to Confess Judgment against him for a breach of a covenant of the lease.”²

The Warrant of Attorney in the original commercial lease between the parties (the “Lease”) at paragraph 20 (g) was clear and conspicuous. However, the two amendments to the Lease do not republish the cognovits clause, nor do they make specific reference to it. Plaintiff cites Ferrick v. Bianchini in support of its argument that the clause was properly incorporated into the amendments; however, in that case, the defendant “signed the amendment, which not only incorporated the terms of the original lease, assignment and guaranty generally, but *specifically republished the terms of the confession of judgment and clearly stated the parties’ intent that it continue in effect.*”³

In contrast, in the instant matter, the First Amendment to the Lease states “[e]xcept as expressly amended and modified hereby, the Lease shall otherwise remain in full force and effect, the parties hereto hereby ratifying and confirming the same.” The Second Amendment to the Lease states, “[a]ll other terms and conditions of the Lease shall remain and continue in full force and effect and are hereby ratified and confirmed by Landlord and Tenant and shall be deemed unchanged except to the extent provided for herein.” These references are simply far too

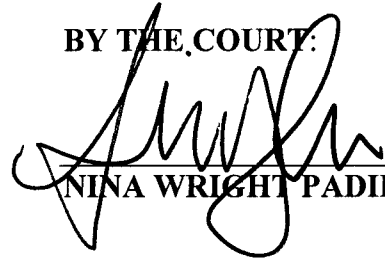
¹ Graystone Bank v. Grove Ests., LP., 2012 PA Super 274, 58 A.3d 1277, 1282 (2012), *aff’d sub nom. Graystone Bank v. Grove Ests., L.P.*, 623 Pa. 107, 81 A.3d 880 (2013) (internal citations omitted).

² L. B. Foster Co. v. Tri-W Const. Co., 409 Pa. 318, 322, 186 A.2d 18, 19–20 (1962).

³ Ferrick v. Bianchini, 2013 PA Super 116, 69 A.3d 642, 652 (2013) (emphasis added).

general to support enforcing the Warrant of Attorney in the Lease. Accordingly, the Petition is
Granted and the Judgment is Stricken.

BY THE COURT:



NINA WRIGHT PADILLA, J.

DATED: December 8, 2022