

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

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<b>BELL SAVINGS BANK <i>et al.</i></b>	:	February Term, 1991
<i>Plaintiff</i>	:	Case No. 05243
	:	
<b>v.</b>	:	Commerce Program
	:	
<b>MICHAEL J. LAMOND, STEVEN A. SEGAL, and JOHN S. ORR</b>	:	
<i>Defendants</i>	:	Control No. 20072674

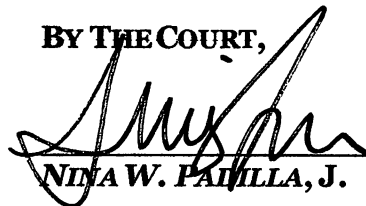
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**ORDER**

AND NOW, this 4<sup>th</sup> day of May, 2021, upon consideration of the respective motion and cross-motion for judgment on the pleadings, the responses and briefs, the supplemental briefs, and after oral argument, it is **ORDERED** as follows:

- I. plaintiff's motion for judgment on the pleadings is **DENIED AS MOOT** with respect to the portion of the motion seeking to revive a judgment lien against the personal property of defendant Steven A. Segal. The remainder of plaintiff's motion for judgment of the pleadings is **DENIED**.
- II. The cross-motion for judgment on the pleadings of defendant Steven A. Segal is **GRANTED**. Judgment is entered in favor of defendant Steven A. Segal and against plaintiff.

BY THE COURT,

  
NINA W. PADILLA, J.

### OPINION

The motion and cross-motion for judgment on the pleadings require this Court to resolve three distinct issues: first, whether a specific statute of limitations precludes an action for revival of a lapsed judgment lien on the personal property of defendant; second, whether plaintiff may execute upon the personal property of defendant, where more than twenty years elapsed from the date of entry of judgment against him; and third, whether plaintiff may revive a judgment lien upon the real property of defendant, where such a lien lapsed five years after its inception and was not revived within a subsequent period of five years.

### BACKGROUND

On February 27, 1991, an entity named Bell Savings Bank (“Bank”), commenced this action-in-confession-of-judgment in the amount of \$61,016.81, against defendants Michael J. Lamond, (“Lamond”), Steven A. Segal (“Segal”), and John S. Orr (“Orr”), in the Court of Common Pleas of Philadelphia County. The complaint-in-confession-of-judgment alleged that Lamond, Segal and Orr, after executing a \$60,000.00 promissory note (the “Note”), in favor of the Bank, defaulted on their obligations by failing to make the required monthly payments.<sup>1</sup>

The Court entered judgment in favor of the Bank on February 28, 1991, the day after the Bank had filed its complaint-in-confession-of-judgment. It appears that no petition to strike or open the confession-of-judgment has ever been filed by any

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<sup>1</sup> Complaint-in-confession-of-judgment attached to the motion for judgment on the pleadings, ¶ 5; Note, attached to the motion for judgment on the pleadings. The warrant-of-attorney empowering the Bank to confess judgment is found on the Note at p. 2, (un-numbered).

defendant. Over a period of years, the Bank's interests in the confession-of-judgment were assigned several times to different entities, and the record shows that an organization named The Cadle Company (hereinafter, "Plaintiff"), is the current assignee.<sup>2</sup> The record also shows that on August 18, 2008, Plaintiff released defendant Orr from the judgment.<sup>3</sup>

On December 21, 2010, Plaintiff filed a *Praecipe* for writ of revival of judgment aimed at the two remaining defendants, Lamond and Segal. This writ of revival was filed approximately nineteen-years-and-two-months after the confession-of-judgment had been entered against the defendants. Defendant Segal received service of the *praecipe* for writ of revival on February 28, 2011—that is, more than twenty years after the entry of by confession against him. Subsequently, on April 1, 2011, defendant Segal responded to the *Praecipe* for writ of revival by filing an answer asserting that Plaintiff was barred from executing upon the personal and real property of defendant Segal.<sup>4</sup> To shield his real property from execution, Segal asserted that the judgment lien could not be revived pursuant to a statute of limitations titled 42 Pa. C.S.A. § 5526(1), which states that an action for revival of a judgment lien on real property "must be commenced within five years."<sup>5</sup> To shield his personal property from execution, Segal asserted that the praecipe for writ of revival of the judgment lien had lost its purpose by operation of a different statute of limitations, 42 Pa. C.S.A. § 5529(a), which states that execution upon

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<sup>2</sup> Docket entries, May 2, 1991—April 20, 2000.

<sup>3</sup> *Id.*, entry dated August 18, 2008.

<sup>4</sup> Answer of Segal to the revival of judgment, New Matter, ¶¶ 4-5, docket entry dated April 1, 2011.

<sup>5</sup> *Id.*, ¶ 5.

a defendant's personal property "must be issued within 20 years after the entry of the judgment upon which the execution is to be issued."<sup>6</sup>

On July 31, 2020, Plaintiff filed the instant motion for judgment on the pleadings. The motion asks this Court to enter judgment in its favor for the revival of the judgment lien against Segal, in the amount of \$61,016.81, plus interest and costs, and to enter judgment against Segal on his answer and New Matter. On August 20, 2020, Segal filed a response in opposition to Plaintiff's motion, and this filing includes a cross-motion for judgment on the pleadings, as a well as *memorandum-of-law* in support thereof. Subsequently, on September 9, 2020, Plaintiff filed a response-and-*memorandum* in opposition to Segal's cross-motion for judgment and the pleadings, whereas defendant Segal, on September 19, 2020, filed a reply in further support of his cross-motion.

On January 14, 2021, the Court held oral argument on the matters presented by the motion and cross-motion for judgment on the pleadings; subsequently, the parties timely filed supplemental briefs in support of the respective positions.

#### DISCUSSION

The standards for judgment on the pleadings are well-settled:

[a]fter the relevant pleadings are closed, but within such time as to not unreasonably delay trial, any party can move for judgment on the pleadings.... The court shall enter such judgment or order as shall be proper on the pleadings.<sup>7</sup>

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<sup>6</sup> *Id.*, ¶ 4.

<sup>7</sup> PA. R.C.P. 1034(a), PA. R.C.P. 1034(b).

Entry of judgment on the pleadings is appropriate when there are no disputed issues of fact and the moving party is entitled to judgment as a matter of law.<sup>8</sup>

I. **42 Pa. C.S.A. § 5529(a) cannot defeat a writ of revival, but prevents Plaintiff from executing on the personal property of Segal.**

In the motion for judgment on the pleadings and brief in support thereof, Plaintiff argues that the statute of limitations embodied by § 5529(a) cannot defeat a writ of revival.<sup>9</sup> In support of this argument, Plaintiff relies on a Pennsylvania Supreme Court case, Shearer v. Naftzinger (hereinafter, “Shearer”).<sup>10</sup>

In Shearer, plaintiffs (“Creditors”), confessed judgment against defendants (“Debtors”), on July 12, 1974. Subsequently, Creditors preserved the judgment liens several times, in 1979, 1984, and on June 7, 1989. Lastly, on June 19, 1996, Creditors filed a *praecipe* for writ of revival, nearly twenty-two years after the entry of confession by judgment. Creditors and Debtors subsequently filed their respective motion and cross-motion for summary judgment. In the cross-motion, Debtors challenged the propriety of Creditors’ writ of revival by noting that § 5526(1) precluded Creditors from executing upon the personal property of Debtors more than twenty years after the entry of judgment. The trial court disagreed with Debtors, granted the motion for summary judgment in favor of Creditors, and entered judgment accordingly. Debtors appealed,

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<sup>8</sup> Okeke-Henry v. Sw. Airlines, Co., 163 A.3d 1014, 1016–17 (Pa. Super. 2017).

<sup>9</sup> Motion for judgment on the pleadings, ¶¶ 41-42; brief in support of the motion for judgment on the pleadings, Statement of Questions Involved, Nos. 3-4., p. 2 (un-numbered); arguments, pp. 5-7 (un-numbered).

<sup>10</sup> Shearer v. Naftzinger, 747 A.2d 859 (Pa. 2000).

the Pennsylvania Superior Court affirmed, and the case was brought before the Pennsylvania Supreme Court. The Supreme Court framed the issue as follows:

**whether the [twenty-year] statute of limitations set forth at 42 Pa. C.S.A. § 5529 constitutes a defense in a proceeding to revive and continue the lien of a judgment.**<sup>11</sup>

The Supreme Court began by reading the language of § 5529, which states as follows:

§ 5529. Twenty year limitation.

(a) **Execution** against personal property.—**An execution** against **personal property** must be issued within 20 years after the entry of the judgment upon which the execution is to be issued.<sup>12</sup>

Explaining the purpose of § 5529, the Supreme Court held that “[t]he plain language of § 5529 pertains to *execution* against personal property *only* and expresses no time limitation of filing a writ of revival of the judgment lien. To clarify this conclusion, the Supreme Court felt the need to focus on the difference between a writ of execution and a judgment lien:

[a] writ of execution is an authorization to a sheriff... to enforce a money judgment, usually by means of seizing and selling the judgment debtor’s [personal] property.... Therefore ... [the Twenty-Year Statute-of-Limitations] prevents a judgment creditor from satisfying its judgment by executing against the personal property of the debtor more than twenty years after the judgment was entered. A judgment lien, however, merely prevents a debtor from encumbering or conveying any real property he might own in such a way as to divest the effect of the judgment.... Thus, a

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<sup>11</sup> *Id.*, at 860 (emphasis supplied).

<sup>12</sup> *Id.*, (emphasis supplied).

writ of revival does nothing more than preserve the judgment creditors existing rights and priorities.<sup>13</sup>

After explaining the scope of § 5529 and clarifying the difference between a writ of execution and a judgment lien, the Supreme Court affirmed and held that “**the twenty-year statute of limitations in § 5529 regarding execution against personal property does not constitute a defense to a writ of revival.**”<sup>14</sup>

In this case, the specific issue presented by Plaintiff requires this Court to determine whether § 5529 constitutes a defense against Plaintiff’s attempt to revive an expired judgment lien upon the personal property of defendant Segal. As Shearer instructs, this specific issue has been resolved by the Pennsylvania Supreme Court: § 5529 did not constitute a defense to a writ of revival in that case, and cannot operate as a defense to a writ of revival in this case. This analysis, however, may not end here.

In the cross-motion for judgment on the pleadings, Segal asserts that § 5529 “sets a [20-year] time limit upon which ... [Plaintiff] may execute on the personal property of ... [Segal].”<sup>15</sup> He concludes that § 5529 prevents Plaintiff from executing on his personal property.<sup>16</sup> To determine whether Plaintiff may execute on the personal property of Segal under the facts herein, this Court turns its attention once again to Shearer.

As quoted earlier, the majority in Shearer stated that § 5529 “prevents a judgment creditor from satisfying its judgment by executing against the personal property of the debtor more than twenty years after the judgment was entered.”<sup>17</sup> In

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<sup>13</sup> Id., at 860-861

<sup>14</sup> Id., at 860-861. (Emphasis supplied).

<sup>15</sup> Cross-motion for judgment on the pleadings, ¶¶ 16, 17.

<sup>16</sup> Id., ¶ 18.

<sup>17</sup> Shearer v. Naftzinger, 747 A.2d 859, 860-861 (Pa. 2000).

addition, the three remaining Justices, to provide a “more thorough explanation” of the issue at hand, reiterated and amplified the majority’s holding with their concurring opinion:

[s]ection 5529 simply places an outer limit of 20 years on executing against the personal property to satisfy a judgment. Thus, in this case **the ... [creditors] are no longer able [in 1996] to execute against the personal property to satisfy the ... judgment ... obtained in 1974.**<sup>18</sup>

To recap, the majority in Shearer concluded not only that § 5529 was powerless to defeat a writ of revival, but also that such a statute prevented a plaintiff from executing upon the personal property of a defendant more than twenty years after the entry of a judgment; likewise, the concurring Justices reached the same conclusions.

In this case, more than twenty years have passed since Plaintiff’s predecessor-in-interest confessed judgment against Mr. Segal and the other defendants. Based on the foregoing, and particularly upon the Supreme Court’s explanations of the purpose of § 5529, this Court enters judgment on the cross-motion for judgment pleadings in favor of Segal and against Plaintiff, with respect to Segal’s personal property.

**II. 42 Pa. C.S.A. § 5526(1) bars the revival of Plaintiff’s expired judgment lien upon defendant the real property of defendant Segal.**

In the cross-motion for judgment on the pleadings, Segal asserts that after the lien was automatically created upon the entry of judgment, Plaintiff had five years to renew the lien, from the day judgment was entered on February 28, 1991, to February

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<sup>18</sup> Id. at 862 (emphasis supplied) (Justice Zappala filing a concurring opinion, with Justices Cappy and Castille joining).



28, 1996, five years later. Segal also asserts that once the lien was allowed to expire, Plaintiff had five additional years to revive it, that is, until February 28, 1996, pursuant to § 5526(1).<sup>19</sup> Before tackling the issue, the Court will review the pertinent procedural law on judgment liens.

Procedurally, a judgment lien on real property “shall continue for five years .... from the date the judgment was entered in the judgment index **unless ... the lien is sooner revived.**”<sup>20</sup> In addition, a judgment lien may be revived “by filing with the prothonotary of the county in which the judgment has been entered ... a *praecipe* for a writ of revival.”<sup>21</sup> Moreover, the *Note* immediately below the last-quoted Rule of Civil Procedure specifically states that under the statute of limitations, 42 Pa. C.S.A. § 5526, an action to revive a stale judgment lien must commence within five years. Specifically, the *Note* to Pa. R.C.P. 3025(1) states that—

**[s]ection 5526(1) of the Judicial Code requires that an action for revival of a judgment lien on real property **must be commenced within five years.****<sup>22</sup>

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<sup>19</sup> Cross-motion for judgment on the pleadings of Segal, ¶¶ 21-25.

<sup>20</sup> PA. R.C.P. No. 3022; PA. R.C.P. No. 3023 (emphasis added); Pa. R.C.P. 3031.1—Judgment of Revival. Lien.

<sup>21</sup> PA. R.C.P. 3025(1).

<sup>22</sup> *Note, Id.*, (emphasis supplied). The Judicial Code instructs that—

**[t]he following actions and proceedings must be commenced within five years:**

**(1) An action for revival of a judgment lien on real property. (See, 42 Pa. C.S.A. § 5526(1)).**

Under § 5526(1), a praecipe for a writ of revival constitutes an **action or proceeding**, in accordance with Pa. R.C.P. 3030, which instructs that a writ of revival of a judgment lien “shall be the equivalent of a complaint in a civil action....” Also, in adherence with § 5502—

Unfortunately, neither the afore-quoted *Note*, nor § 5526(1), can explain when an action for the “revival” of a judgment lien begins to accrue; nevertheless, the Judicial Code does offer guidance in this matter, at § 5502 thereof:

**§ 5502. Method of computing periods of limitation generally.**

**(a) General rule.**—The time within which a matter must be commenced under this chapter shall be computed ... **from the time the cause of action accrued**, the criminal offense was committed or the right of appeal arose.<sup>23</sup>

In the case at bar, this Court finds that the cause of action to revive the lien on Segal’s real property began when the automatic lien was allowed to expire five years after it had been created. Logic supports this finding, consistently with an explanation provided by a Judge in the Court of Common Pleas of Cumberland County, Pennsylvania, in Dauphin Deposit Bank and Trust Company v. Verhovshek, 18 Pa. D. & C. 3d 108 (1980) (hereinafter, “Dauphin”).

In Dauphin, “Creditor” confessed judgment against “Debtor,” on June 20, 1975. Creditor filed a *praecipe* for writ of revival on July 10, 1980, five-years-and-twenty-days after the judgment had been entered. Debtor demurred to the revival of the judgment lien by invoking the same five-year statute of limitations involved herein, § 5526(1). To

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[a] matter is commenced when a document embodying the matter is filed in the appropriate office.... Moreover, the Rules of Civil Procedure promulgated by ... [the Pennsylvania Supreme] Court pursuant to Article V, Section 10(c) of the Pennsylvania Constitution provide that [a]n **action** may be commenced by filing with the prothonotary (1) a praecipe for a writ of summons, or (2) a complaint. McCreesh v. City of Philadelphia, 888 A.2d 664, 671 (Pa. 2005) (emphasis added).

<sup>23</sup> 42 Pa. C.S.A. § 5502 (emphasis supplied).

reach a decision, the Judge needed to ascertain the time when the cause of action for revival had accrued; however, the Judge noted that the pertinent statutory provision of the Judicial Code, § 5502, did not specify the event or moment when the procedure had begun to accrue for reviving the expired judgment lien. Nevertheless, the Judge reasoned as follows:

[u]nfortunately, the Judicial Code does not define when the cause of action for revival of a judgment lien accrues; **however, common sense dictates that a cause of action for revival does not accrue until that which must be revived has expired. Thus, from the date of the expiration of the original judgment lien, the party seeking revival has five years within which to file a writ of revival....**<sup>24</sup>

Stated another way, the Court in Dauphin determined that a judgment lien arising from the entry of judgment, if allowed to expire five years thereafter, may nevertheless be revived within the next five years, pursuant to § 5526(1).<sup>25</sup> In the end, the Dauphin Court found that Creditor's effort to revive the judgment was proper because Creditor had sought to revive the lien well within the five-year period following its expiration.<sup>26</sup>

Having determined that a judgment lien which expired at the close of its first five years may nevertheless be revived within the following five years, this Court turns its attention to the issue presented in our case: whether § 5526(1) permits the revival of a judgment lien upon the real property of Segal, almost fourteen years after its expiration.

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<sup>24</sup> Dauphin Deposit Bank and Trust Company v. Verhovshek, 18 Pa. D. & C. 3d 108, 109 (1980).

<sup>25</sup> Id. The Dauphin Court stated that the party seeking "revival has five years within which to file a writ of revival." Id. This Court maintains that the term "revival" may have been used indiscriminately and perhaps ambiguously, to define not only an effort to revive an expired lien, but also an effort to preserve by writ any lien which has not yet expired.

<sup>26</sup> Id. at 109.

After oral argument held on January 14, 2021, the parties filed supplemental briefs in support of their respective positions. The brief of Plaintiff concedes that—

[t]here is no controlling legal authority in the Commonwealth of Pennsylvania that would prohibit Plaintiff from filing a *Praecipe* to revive its Judgment against Segal's real property after the five-year period provided for in 42 Pa. C.S.A. § 5526 had expired. The statute itself simply provides that an action for revival of a judgment lien on real property must be commenced within five years. The statute is silent as to the treatment of a judgment lien against real property when a Writ of Revival is not filed within five years after the lien expires. Because of this silence, companion courts throughout the Commonwealth have looked to the immediate prior law, the Judgment Lien Law, 12 P.S. § 877, *et seq.*, and held that a judgment may be revived after the five-year period has run from the date the underlying judgment expired. A judgment revived after the five-year period loses its priority with respect to other creditors' liens....<sup>27</sup>

Plaintiff's brief relies mainly on a Court of Common Pleas decision issued in 1995, Popatak v. Evans.<sup>28</sup>

In Popatak, the plaintiff ("Creditor"), obtained as of course a five-year lien upon the entry of judgment against the real property of defendant, (the "Debtor"). The lien was allowed to expire after five years, and Creditor commenced an action to revive it. On a motion for summary judgment filed by Creditor, the Court was required to decide whether the failure to preserve the lien "within five years after judgment" had extinguished it altogether.<sup>29</sup>

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<sup>27</sup> Plaintiff's, The Cadle Company's, supplemental memorandum-of-law in support of its motion for judgment on the pleadings and in opposition to defendant Segal's cross-motion for judgment on the pleadings, at p. 2 (un-numbered), filed February 18, 2021.

<sup>28</sup> Popatak v. Evans, 26 Pa. D. & C.4<sup>th</sup> 244 (1995).

<sup>29</sup> Id., at 248.

The Popatak Court began by noting that prior to the enactment of § 5526(1), the revival of expired liens had been governed by the Judgment Lien Law, 12 P.S. § 877 *et seq.* (the “Judgment Lien Law”), which was repealed in 1978 by the Judiciary Act Repealer Act, 42 P.S. § 20001 *et seq.*, (hereinafter, “JARA”).<sup>30</sup> The Popatak, Court noted that JARA contained a savings clause at 42 P.S. § 20003(b). This clause preserved as the common law of Pennsylvania the practice and procedure from the now repealed Judgment Lien Law, but only if, at the time of that repeal, no new general rules had been promulgated to prescribe and replace the old practice and procedure.<sup>31</sup> Lastly, the Popatak Court noted that no general rules prescribing and providing the practice and procedure for reviving liens had been promulgated to replace those from the repealed Judgment Lien Law; therefore, it concluded that the practice and procedure prescribed and provided by the repealed Judgment Lien Law remained in effect as part of the common law of Pennsylvania.<sup>32</sup> The Popatak Court held that under the common law of liens, a—

“failure to file ... [a] *praecipe* for writ of revival within five years after judgment does not forever extinguish the lien ... [but] the lien must lose its priority against any [existing] liens or encumbrances.”<sup>33</sup>

Popatak stands for the proposition that a judgment creditor who fails to file a writ of revival within the first five years in the life of a lien, may subsequently reinstate it at any time by filing a writ of revival, albeit it at the cost of losing priority.

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<sup>30</sup> Id. at 245.

<sup>31</sup> Id. at 246.

<sup>32</sup> Id. at 246.

<sup>33</sup> Id. at 248.

On the other side of this argument, defendant Segal argues in his cross-motion for summary judgment that § 5526 bars Plaintiff from reviving the lien. Segal relies on an earlier case decided by the Court of Common Pleas of Lancaster County, Slagel v. Enck (“Slagel”).<sup>34</sup> In Slagel, the Court had tackled an issue substantially similar to the one presented in this action –namely, whether a five-year lien created upon the entry of judgment in 1967, which lien had been allowed to expire in 1972, could be revived thirteen years after its expiration. The Slagel Court examined the Dauphin case, *supra*, and declared that it had been persuaded by the reasoning therein because it reconciled “both the repealed Judgment Lien Law and the current statute of limitations as set forth in § 5526.”<sup>35</sup> The Slagel Court held that—

[p]laintiff confessed judgment against defendant on May 5, 1967. Plaintiff’s cause of action for revival accordingly accrued on May 5, 1972, when the original judgment lien expired. Pursuant to § 5526 of the Judicial Code, plaintiff had five years from May 5, 1972 to May 5, 1977, to file a writ of revival and thus the present writ is barred.<sup>36</sup>

In another case, United States v. Shadle, (“Shadle”), the Court of Common Pleas of Cumberland County reached an identical conclusion.<sup>37</sup> There, the issue hinged on whether a judgment lien could be revived more than ten years after plaintiff/lienholder had obtained judgment against defendant/debtor. The Shadle Court was also persuaded by the reasoning in Dauphin, *supra*, and held that—

from the date of the expiration of the original judgment lien, the party seeking revival has five years within which to file a

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<sup>34</sup> Slagel v. Enck, 37 Pa. D. & C.3d 301 (1985).

<sup>35</sup> Id. at 304.

<sup>36</sup> Id. at 304-305.

<sup>37</sup> United States v. Shadle, 16 Pa. D. & C. 4<sup>th</sup> 297 (1992).

writ of revival or the lien created by the judgment is forever lost.<sup>38</sup>

This Court is persuaded by the reasoning of the Dauphin, Slagel, and Shadle Courts, because those resolutions found a way to reconcile and balance the interests of a judgment creditor, embodied by the surviving portions of the now repealed Judgment Lien Law, with the equally relevant interests of finality to which every judgment debtor aspires under § 5526(1) of the Judicial Code.<sup>39</sup>

To recap, a *praecipe* for writ of revival is the equivalent of an **action or proceeding**, pursuant to Pa. R.C.P. 3030; moreover, pursuant to § 5526(1), an **action for revival of a judgment lien on real property must commence within five years; and**

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<sup>38</sup> Id. at 303. Another case, in lock-step with reasoning in Dauphin, Slagel and Shadle, ruled that a judgment creditor who had failed to revive his lien after twelve years of inaction, had “failed to revive the judgment prior to the expiration of the statute of limitations mandated in § 5526.” Hagmanns v. Costello, 73 Erie L.J. 193 (1990).

<sup>39</sup> Reconciling the surviving provisions of the Judgment Lien Law with § 5526 assures that the parties’ opposing interests receive sufficient protection, because on one hand judgment liens —

are a product of centuries of statutes which authorize a judgment creditor to seize and sell the land of debtors at a judicial sale to satisfy their debts out of the proceeds of the sale.... The existence of a judgment lien prevents a debtor from encumbering or conveying any property he might own in such a way as to divest the effect of the judgment, while also preventing later lienholders from satisfying their debt without first paying the earlier lien.

Mid-State Bank & Tr. Co. v. Globalnet Int’l, Inc., 710 A.2d 1187, 1192 (Pa. Super. 1998), aff’d, 735 A.2d 79 (Pa. 1999).

On the other hand—

[s]tatutes of limitations embody important policy judgments that must be taken into account in determining the scope of application of the tolling principle. Those policy judgments include ... the notion that, at some point, claims should be laid to rest so that security and stability can be restored to human affairs. The defense of the statute of limitations is not a technical defense but rather is a substantial and meritorious one, and has been favored in the law as advancing the welfare of society.

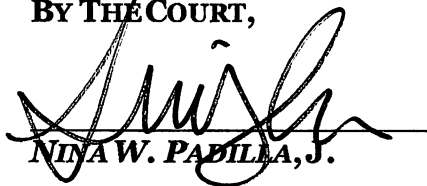
Aivazoglou v. Drever Furnaces, 613 A.2d 595, 597–98 (Pa. Super. 1992).

lastly, under Dauphin, Slagel, and Shadle, such **action** must commence within five years after a judgment lien is allowed to expire. Here, a predecessor of Plaintiff obtained a judgment lien upon the real property of Segal on February 28, 1991, and Plaintiff's predecessor could have preserved the lien indefinitely by filing a writ within five years of that date, and by re-filing as many writs as needed within each subsequent five-year period. Instead, the lien was allowed to expire on February 28, 1996 –that is, at the close of five years after the judgment lien had been created as of course.

Nevertheless, for a period of five more years, from February 28, 1996 to February 28 2001, Plaintiff's predecessor could have filed a *praecipe* for writ of revival. The writ would have revived the lien, albeit with the loss of its priority, in accordance with the surviving portions of the Judgment Lien Law. Instead, Plaintiff's predecessors failed to revive the lien in the five years between February 28, 1996 and February 28, 2001.

Nearly fourteen years later, on December 21, 2010, Plaintiff filed the instant *praecipe* for writ of revival, which defendant Segal presently opposes. This Court finds that the judgment lien expired on February 28, 2001, and may no longer be revived, pursuant to 42 Pa. C.S.A. § 5526(1). Defendant Segal's cross-motion for judgment on the pleadings is granted in its entirety.

BY THE COURT,



NINA W. PABILLA, J.