
ONEIDA SMALL BUSINESS, INC.
3812 N. County Line Road
Oneida, WI 54155

Plaintiff,

vs.

CASE NO.: 13 CV 1838

WHITE EAGLE SPORTS BAR & GRILL, LLC
P.O. Box 131
Oneida, WI 54155

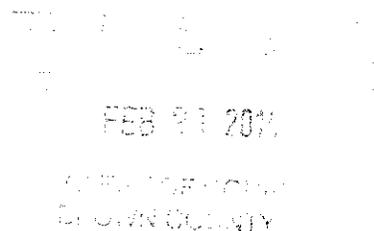
And

PAUL F. DANFORTH
4774 N. County Line Road
Oneida, WI 54155

And

CHRISTINA S. DANFORTH
4774 N. County Line Road
Oneida, WI 54155

Defendants.



**PLAINTIFF'S BRIEF IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

ISSUE

Plaintiff, Oneida Small Business, Inc, should be granted summary judgment against the Defendants, Christina Danforth, Paul Danforth and White Eagle Sports Bar and Grill, LLC.

FACTS

On November 18, 2009, Defendant, White Eagle Sports Bar & Grill, LLC, delivered to Plaintiff a Business Note for consideration. The Note was in the sum of \$48,925.16. On August

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18, 2006, Defendants, White Eagle Sports Bar & Grill, LLC, Christina Danforth and Paul Danforth, signed a General Business Security Agreement pledging assets of the LLC as collateral on the Business Note and on August 18, 2006, Defendant, Christina Danforth, married to Paul Danforth at the time, signed a Continuing Guaranty (Unlimited), personally guaranteeing the loans of White Eagle Sports Bar & Grill, LLC.

Defendants, White Eagle Sports Bar & Grill, LLC, Christina Danforth, and Paul Danforth, are in default on the note for their failure to comply with the terms of said note by failing and neglecting to pay the principal balance, accrued interest, and late charges as the same became due. Defendants, White Eagle Sports Bar & Grill, LLC, Christina Danforth and Paul Danforth, have failed to cure the default. As of November 13, 2013, the date of Plaintiff's Summons and Complaint, there is owed the sum of \$54,358.80, comprised of principal, accrued interest and late charges. Interest against the principal accrues at 4.0% per annum.

Defendants, White Eagle Sports Bar & Grill, LLC and Paul Danforth, failed to file Answers to Plaintiff's Complaint. Defendant, Christina Danforth, in her Answer to the Summons and Complaint in this case, did not deny she was in default on the note.

As a result of the defaults in payment, Plaintiff, as it is entitled to do under the note, has declared the indebtedness immediately due and payable and demands payment in full and surrender of the business assets which secures repayment of the indebtedness.

ARGUMENT

Sec. 802.08(2), Wis. Stats. states: "**The judgment sought shall be rendered if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.**" (Emphasis Added.)

Defendants, White Eagle Sports Bar and Grill, LLC, Christina Danforth and Paul Danforth, executed and delivered to Plaintiff a Note for consideration. Defendants, White Eagle Sports Bar and Grill, LLC, Christina Danforth and Paul Danforth, have defaulted on the note by

failing to comply with the terms of the note and neglecting to pay the principal balance, accrued interest, and late charges as the same became due.

In her answer, Defendant, Christina Danforth, failed to state any valid counter claim or defense relating to her failure to make payments on the note as they became due.

In Taterka v. Ford Motor Co. 86 Wis.2d 140, 144 (Wis. 1978), the Supreme Court stated: “We have held that summary judgment may be granted where there is no genuine issue as to any material fact and a party is entitled to judgment as a matter of law.”

There is no genuine issue as to any material fact.

Defendants, White Eagle Sports Bar and Grill, LLC, Christina Danforth and Paul Danforth, are in default on the note for failure to comply with the terms of said note by failing and neglecting to pay the principal balance, accrued interest and late charges as the same became due.

In Heck & Paetow Claim Service, Inc. v. Heck 93 Wis.2d 349, 355 (Wis. 1979), the Supreme Court stated: “The purpose of summary judgment is to obviate the need for a trial where there is no genuine issue as to any material facts.”

The Supreme Court went on to say, in Heck, 356, “If the trial court has determined the movant has proved to the court’s satisfaction that there is no genuine issue of material fact as a matter of law, then the trail court should enter judgment.”

CONCLUSION

Defendants, White Eagle Sports Bar and Grill, LLC, Christina Danforth and Paul Danforth, executed a note in favor of the Plaintiff, Oneida Small Business, Inc. Christina Danforth personally guaranteed the Note. Defendants, White Eagle Sports Bar and Grill, LLC, Christina Danforth and Paul Danforth, are in default on the note for their failure to comply with its terms by failing and neglecting to pay the principal balance, accrued interest, and late charges as the same became due. Plaintiff, as it is entitled to do under the note, has declared the indebtedness due and payable.

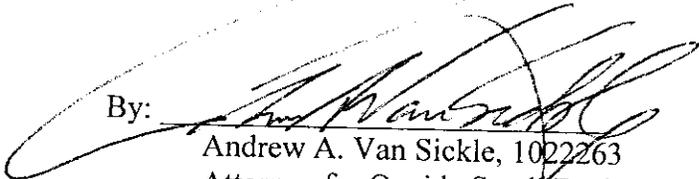
There is no genuine issue as to any material fact. Defendants, White Eagle Sports Bar Grill, LLC, Christina Danforth and Paul Danforth, are in default on their note, which Defendant, Christina Danforth, admits in her Answer.

As a matter of law, judgment should be entered in favor of the Plaintiff, Oneida Small Business, Inc, and against the Defendants, White Eagle Sports Bar and Grill, LLC, Christina Danforth and Paul Danforth, jointly and severally.

Based on the foregoing, Plaintiff, Oneida Small Business, Inc., respectfully moves the Court for Summary Judgment.

Dated this the 15th day of February, 2014.

Respectfully submitted,
LEWIS & VAN SICKLE, LLC

By: 

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Attorney for Oneida Small Business,
Inc.

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