

02-95-CD
LANNY BLOOM et al -vs- MEARLE G. BRESSLER et al

List of Jurors for		Civil	Page	6
Scheduled for	Thursday, April 3, 2008 at 8:45AM in Court Room 1		Date Printed	01/23/2008
Number of Jurors Selected	225		Session #	7
Juror#	Juror Name	Address Line 1	Address Line 2	Address Line 3
96	2586 HUNTER, DANIEL	EX 3-3-08	409 ELM AVE	CLEARFIELD, PA 16830
97	212 JACOBS, MICHAEL J.	EX 3-3-08		
98	1467 JOHNSON, ANTHONY LEE	1288 LEE RUN RD	MAHAFFEY, PA 15757	
99	1489 KELLEY, DEBRA L.	634 BLACK ELK RD	IRVONA, PA 16636	
100	4193 KENNELLY, DOROTHY J.	3-19-08 636 CUYAHOGA AVENUE	DUBOIS, PA 15801	
101	2047 KERHARF, ROSE	3-31-08	P.O. BOX 393	INNBURNE, PA 16834
102	3463 KEPHART, SHEILA M.	170 WINTERBURN RD	PENFIELD, PA 15849	
103	3731 KHTKO, JENNIFER	304 CRESCENT DR	CLEARFIELD, PA 16830	
104	2474 KIEZER, BOYD	EX 3-6-08	4288 OLD FRIEZE	P.O. BOX 3
105	705 KNEIBER, BEN	EX 3-19-08	56 34TH LONG AVE	WEST DECAUDET, PA 16676
106	1511 KAMMER, BURTON L.	EX 3-4-08	DUBOIS, PA 15801	
107	2250 KNOHFS, JOANNA	3-31-08	104 WASHINGTON ST	WALLACETON, PA 16846
108	4000 KOPPEHL, BRYAN S.	EX 3-14-08	406 EAST HORN ROAD #353, PO BOX PIKE, MARYSBURG, PA 16837	CLEARFIELD, PA 16830
109	3396 KRAUSE, WILLIAM	EX 3-4-08	862 FERNWOOD RD	CHANTER, PA 16631
110	1532 KURTZ, AUSTIN L.	EX 3-19-08	906 LINDEN ST	CLEARFIELD, PA 16830
111	4516 LABRASCA, MRS. RUDY	EX 2-28-08	268 TREASURE LAKE	DEBOIS, PA 16634
112	2072 LANE, LEE	Deceased	112 KATE STREET	ESSEOLA, WHITES, PA 16666
113	389 LANG, RICHARD E.	EX 3-3-08	720 MAIN ST	P.O. BOX 352
114	4115 LEE, DANIEL	EX 3-4-08	224 WINDY HILL ROAD	COALPORT, PA 16627

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Date: 6/19/2008
Time: 11:59 AM
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Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Bressler, Scott Lynn Bressler, Patricia Jane Bressler

Civil Other

Date	Judge
2/8/2006	<input checked="" type="checkbox"/> Non-Precendential Decision-See Superior Court I.O.P. 65.37 Before: Joyce, Todd, and Kelly, JJ. We affirm the judgment of the trial court. Judgment Affirmed.
	<input checked="" type="checkbox"/> Certificate of Contents of Remanded Record And Notice of Remand under PA Rules of Appellate Procedure 2571 and 2572. Date the record is remanded: Feb. 7, 2006.
11/15/2006	<input checked="" type="checkbox"/> Motion To Correct Order of June 13, 2002. Filed by s/ Carl A. Belin, Jr., Esquire. No CC <input checked="" type="checkbox"/> Amended Order, NOW, this 15th day of Nov., 2006, upon consideration of Defendants' Motion For Partial Judgment on the Pleadings and the Answer thereto, it is the Order of the Court that: (see original). By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC to Atty.

Juror#	Juror Name	Civil	Page
Scheduled for		Thursday, April 3, 2008 at 8:45 AM in Court Room 1	Date Printed 01/23/2008
Number of Jurors Selected	225	Session #	5
		Address Line 1	Address Line 3
✓ 77	4988 GUIHNER, NANCY	145 NELLIES ROAD	GRAMPIAN PA 16838
✓ 78	2726 HAAG, ANDREW	2025 SADDLE CLUB RD	LUTHERSBURG PA 15848
✓ 79	2117 HAAG, JOSEPH	P O BOX 44	TROUTVILLE PA 15866
✓ 80	4854 HALLMAN, LISA J	RR#1 BOX#173 Long Street	HOOTZDALE PA 16651
✓ 81	2096 HANSEL, LEON	1574 TREASURE LAKE	DUBOIS PA 15801
✓ 82	4418 HARMAN, ANN	117 COPPERHAVER ST	PO BOX 208
✓ 83	3104 HARPER, JAMES H	3102 TAYLOR ST	PHILIPSBURG PA 16866
✓ 84	190 HARPER, JAMES M	423 CUMBERLAND ST	CLEARFIELD PA 16830
✓ 85	657 HARRIS-KNOUSE, JEANNE	509 S MAIN STREET	DUBOIS PA 15801
✓ 86	3978 HARSONCHUCK, ROBIN		ALLPORT, PA. 16821
✓ 87	1399 HARTZFIELD, LYNN A	4463 GOLDEN YOKE RD	LUTHERSBURG PA 15848
✓ 88	1020 HEMPHILL, TONY	3-31-01	PO BOX 108
✓ 89	1422 HENNES, MARGARET	3-3-03	IRVONA PA 16656
✓ 90	3709 HOOVER, MARGARET	W 3100 1/2	RR#3, BOX#245 10967 KREBS Hwy. CLEARFIELD PA 16830
✓ 91	678 HOSKAVICH, ELIZABETH M.	216 W SHERIDAN AVE	DUBOIS PA 15801
✓ 92	56 HUBLER, BARBARA	1011-A SUNNY SLOPES	PHILIPSBURG PA 16866
✓ 93	1444 HUDSICK, BEVERLY A	316 MUNN RD	P.O. BOX 22
✓ 94	5549 HUTCHINSON, JOAN	200 WATTS ROAD	CURWENSVILLE PA 16833
✓ 95	4472 HUNTER, ALBERT	EX. 2-27-08	105 KAROLESKY ROAD
			DUBOIS PA 15801

✓ 14

Date: 6/19/2008
Time: 11:59 AM
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Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Bressler, Scott Lynn Bressler, Patricia Jane Bressler

Civil Other

Date	Judge
3/24/2004	ORDER, NOW, this 24th day of March, 2004, re: Plaintiff's Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative , for a New Trial; and argument thereon. Motion is DISMISSED. by the Court, s/JKR, JR., S.J., Specially Presiding cc Atty Carfley, Belin
3/31/2004	Order, AND NOW, this 31st day of March, 2004, re: Defendants' Post Trial Motion to correct Findings of Fact and Conclusions of Law and an appropriate Order. by the Court, s/JKR, JR., S.J. 2 cc Atty Carfley, Belin
4/14/2004	Filing: Praecipe to Reduce Order to Judgment Paid by: Carfley, John R. John K. Reilly Jr. (attorney for Bloom, Gerald) Receipt number: 1877259 Dated: 04/14/2004 Amount: \$20.00 (Check) Order reduce to Judgment Notice to Defendant c/o Atty. Belin Praecipe. To reduce Order of Court dated March 24, 2004 and Order of Court dated March 31, 2004, to Judgment. filed by, s/John R. Carfley, Esquire 1 cc to Atty, Notice to Atty.
4/22/2004	Filing: Appeal to High Court Paid by: Carfley, John R. (attorney for Bloom, Lanny) John K. Reilly Jr. Receipt number: 1877747 Dated: 04/22/2004 Amount: \$45.00 (Check) Notice of Appeal to Superior Court of Pennsylvania. filed by, s/John R. Carfley, Esquire Proof of Service 1 cc & ck #570 to Superior Court 2 cc Atty Carfley
4/29/2004	Appeal Docket Sheet 690 WDA 2004. filed.
5/4/2004	ORDER, NOW, this 4th day of May, 2004, re: Counsel for Plaintiffs above named shall file with this Court a Concise Statement of Matters Complained Of On Appeal in accordance with Rule of Appellate Procedure 1925(b). by the Court, s/JKR, JR., S.J., Specially Presiding 4 cc Atty Carfley, 5 cc Atty Belin
5/10/2004	Statement of Matters Complained of on Appeal filed by Atty. Carfley. 1 CC to Atty.
6/22/2004	Certified Mail Receipt, filed. John K. Reilly Jr. Mailed to Superior Court.
6/25/2004	Domestic Return Receipt, filed. John K. Reilly Jr. Return receipt from Superior Court.
5/11/2005	Certificate of Contents of Remanded Record and Notice of Remand, filed. John K. Reilly Jr. Superior Court Order, Case remanded. Panel jurisdiction retained. John K. Reilly Jr.
5/12/2005	Order, Upon further review of Plaintiffs' bases for appeal, this Court being satisfied that said issues have been adequately addressed in the Opinion and Order filed Nov. 25, 2003, and the previous Opinion referred to therein, this Court will rely thereon and no further Opinions will be filed. BY THE COURT: /s/ John K. Reilly, Jr., Senior Judge. 2CC Attys: Carfley, Belin
5/17/2005	Domestic Return Receipt. John K. Reilly Jr. Appeal with Order filed 5/12/05 mailed to Superior Court.
5/18/2005	Domestic Return Receipt. John K. Reilly Jr. Transcript with maps and pictures mailed to Superior Court.
5/19/2005	Certified Mail Receipt, addressed to Superior Court of PA, delivered May 18, 2005. John K. Reilly Jr.
5/23/2005	Certified Mail Receipt, addressed to Superior Court of PA, Attn: Barb Caprino, Office of Proth., delivered May 19, 2005. John K. Reilly Jr.

Date: 03/30/2005

Time: 02:56 PM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-01324-CD

User: BHUDSON

Current Judge: Fredric Joseph Ammerman

Power Gas Marketing && Transmission, Inc. vs. Harry Thomas Randolph, Sherry E. Randolph

Civil Other

Date	Judge
09/08/2003	X Filing: Civil Complaint Paid by: Michael S. Delaney, Esq. Receipt number: No Judge 1865776 Dated: 09/08/2003 Amount: \$85.00 (Check)
09/17/2003	X Acceptance of Service, Complaint on behalf of the Defendants. s/Robin Jean Foor, Esq. 2 cc Atty Foor
10/06/2003	X Answer and Counterclaims filed by Atty. Foor. 3 CC to Atty.
10/08/2003	X Certificate of Service, filed by Atty. Foor Served copy of Defendants A & C on Plaintiff's Atty.
12/01/2003	X Reply to Defendants' Counterclaims. filed by, s/Michael S. Delaney, Esquire Verification s/Philip Khoury Certificate of Service no cc
07/15/2004	X Praecipe to List for Non-Jury Trial, filed by s/Robin Jean Foor Two CC Attorney Foor
08/12/2004	X Certificate of Service, Pre-Trial Statement, was served on Robin Jean Foor, Fredric Joseph Ammerman Esq., No cc.
08/13/2004	X Order, NOW this 12th day of August, 2004, following Pre-Trial Conference with counsel for the parties and the Court, it is the ORDER of this Court as follows: 1. Non-Jury Trial be scheduled for one day, on the 8th day of December, 2004, beginning at 9:00 a.m. in Courtroom No. 1, Clfd. Co. Courthouse, Clfd. Pa. 2. Both counsel have agreed that the Defendants may supplement documentation relative damages and their claim therefore up to a point no later than thirty (30) days prior to the date scheduled for trial above. BY THE COURT /s/Fredric J. Ammerman, President Judge. 2cert. cop. to Patrick Dougherty, Esq., 2 cert. copies to Robin J. Foor, Esq., 1 copy to President Judge Ammerman, 1 copy to Court Administrator.
12/10/2004	X Order, AND NOW, this 8th day of Dec., 2004, following nonjury trial in the above-captioned matter, it is the ORDER of this Court that counsel provide the Court with briefs in no more than 30 days from this date. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 2 CC Atty Foor, 1CC Atty Dougherty
02/01/2005	X Opinion and Order, NOW, this 1st day of February, 2005, consistent with the foregoing Opinion, it is the Order of this Court as follows: 1. Plaintiff's request for Declaratory Relief is hereby granted. It is the finding of this Court that under the terms of the oil and gas lease Defendants are entitled only to receive 200,000 cubic feet per year of "free gas"; 2. Defendants are liable for the fair market cost of excess gas used, in the total amount of \$2,060.73 plus interests and costs of suit; 3. Defendants counterclaim(s) is hereby dismissed. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Foor One CC P. Dougherty
02/11/2005	X Petition for Reconsideration filed by Atty. Foor. 3 CC to Atty.
02/17/2005	X Order, NOW, this 17th day of Feb., 2005, the Court hereby GRANTS the Defendants Petition for Reconsideration and Orders reconsideration of its Order of Feb. 1, 2005. Argument on the issue contained within the said Petition shall be held before the Court on the 10th day of March, 2005, at 3:00 p.m. in Courtroom No. 1 of the Clfd. Co. Courthouse. BY THE COURT, /s/ Fredric J. Ammerman, President Judge. 3CC Atty Foor
03/11/2005	X ORDER FILED. Cert. to Atty. Dogherty & Foor NOW, this 10th day of March, 2005, Re: Argument on the Petition for Reconsideration.

Date: 6/19/2008
Time: 11:59 AM
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Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Bressler, Scott Lynn Bressler, Patricia Jane Bressler

Civil Other

Date		Judge
4/25/2003	Answer To Motion In Limine. filed by s/Carl A. Belin, Jr., Esquire Certificate of Service 4 cc Atty Belin	John K. Reilly Jr.
6/25/2003	ORDER, AND NOW, this 25th day of June, 2003, re: Civil Non-Jury Trial is hereby RESCHEDULED from August 8, 2003 to Wednesday, September 10, 2003 at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 1 cc Atty J. Carfley, Belin	John K. Reilly Jr.
7/7/2003	OPINION AND ORDER, NOW, this 7th day of July, 2003, re: Plaintiffs' Motion in Limine and Motion for Summary Judgment are hereby DISMISSED. by the Court, s/JKR,JR.,P.J. 1 cc to Carfley, Belin, and Mikesell	John K. Reilly Jr.
9/11/2003	ORDER, NOW, this 10th day of September, 2003, re: Counsel to file briefs with this Court within thirty (30) days from this date, and ten (10) days thereafter for any reply Brief, if necessary. by the Court, s/JKR,JR.,P.J. 1 cc Atty Carfley, Belin	John K. Reilly Jr.
11/25/2003	Findings of Fact. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley OPINION AND ORDER, NOW, this 25th day of November, following Hearing and Briefs into the above-captioned Complaint In Equity judgment is hereby entered in favor of Mearle G. Bressler and Patricia Jane Bressler, Scott L. Bressler and Patricia J. Bressler and against Lanny Bloom, Sylvia Bloom and Gerald Bloom. by the Court, s/JKR,JR.,P.J. 1 cc to Atty Belin, Carfley, and Mikesell	John K. Reilly Jr. John K. Reilly Jr.
12/5/2003	Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler Motion For Post Trial Relief. filed by s/Carl A. Belin, Esq. Certificate of Service 5 cc Atty Belin Plaintiffs' Post-Trial Motion For Judgment Notwithstanding The Verdict Or, In the Alternative, For A New Trial. filed by, s/John A Carfley, Esquire 3 cc Atty Carfley Plaintiff's Request For Transcription Of Testimony. filed by, s/John R. Carfley, Esquire Certificate of Service 1 cc Atty Carfley	John K. Reilly Jr. John K. Reilly Jr. John K. Reilly Jr.
12/19/2003	ORDER FOR TRANSCRIPT OF TESTIMONY, AND NOW THIS 19th day of December, 2003, re: Court Reporter responsible for the transcript of the above non-jury trial held on September 10, 2003, transcribe the entire transcript together with all exhibits attached thereto at Plaintiffs' response. by the Court, s/JKR,JR.,P.J. 1 cc Carfley, Belin	John K. Reilly Jr.
2/5/2004	ORDER, AND NOW, this 5th day of Feb., 2004, re; Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief scheduled for Wed., Feb. 25, 2004, at 11:00 a.m. in Courtroom No. 2. by the Court, s/FJA,P.J. 1 cc Atty Carfley, Belin	John K. Reilly Jr.
2/11/2004	Transcript Of Proceedings, Civil Non-Jury Trial. Held Before The Honorable John K. Reilly, Jr., President Judge on Wednesday, Sept. 10, 2003. filed. ORDER, AND NOW, this 11th day of February, 2004, Argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief RESCHEDULED from Feb., 25, 2004 to Mar. 24, 2004, at 9:30 a.m. in Courtroom No. 2. by the Court, s/FJA, P.J. 2 cc & Memo to Atty Belin	John K. Reilly Jr. John K. Reilly Jr.

List of Jurors for Scheduled for	Civil Thursday, April 3, 2008 at 8:45AM in Court Room 1	Page 7 Date Printed 01/23/2008
Number of Jurors Selected	225	Session # 7
Juror#	Juror Name	Address Line 1 Address Line 2 Address Line 3
115 2747 TEE ROBERT	Ex. 2-27-08	IAS GRANT ST
116 233 BEGARS, AMANDA M.	Ex. 2-27-08	328 A-E PINE STREET
117 727 TEVISON, MELTON	Ex. 2-27-08	WILWERER AVE
118 1558 BRETON, MICHAELE	Ex. 2-27-08	215 RUMBARGER AVE
119 3128 LINGLE, DOUGLAS C		DUBOIS PA 15801
120 4203 LIPPERT, MICHAEL L.		1784 SIX MILE ROAD
121 2608 LOMBARD, BETTY J	Ex. 2-27-08	P O BOX 131
122 3754 LONG, ROBERT K	Ex. 2-27-08	211 WILLOW LANE
23 4876 LOTT, WILLIAM B.	Ex. 2-27-08	1082 KENDRICK RD
124 3305 LUMADUE, CATHY S	Ex. 3-19-08	342 SPRING RD
125 1580 LUTZ, ROY H JR		403 E CHEESEY ST
126 4537 MAINES, LELAND P.		MORRISBURG PA 16662
127 1603 MARTIN, DARRYL R	Ex. 3-3-08	404 E CHEESEY ST
128 2968 MATSKO, MICHAEL E.		804 KAIL RD
129 750 MATTS, JOSEPH P.		CLEARFIELD PA 16830
130 3775 MCCAHAN, JOSH MRS.		317 S. STATE ST.
131 1624 McDONALD, GERALD D	Ex. 2-27-08	DUBOIS PA 15801
132 1064 MCGEE, TAMMY		PO BOX 138
133 256 MCMAHON, JOHN		HYDE PA 16843
		3104 WATER ST
		PO BOX 44
		MAHFFEY PA 15757
		CLEARFIELD PA 16830

Date: 6/19/2008
Time: 11:59 AM
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Clearfield County Court of Common Pleas
ROA Report
Case: 2002-00095-CD
Current Judge: John K. Reilly Jr.

User: LMILLER

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Bressler, Scott Lynn Bressler, Patricia Jane Bressler

Civil Other

Date	Judge	
1/18/2002	Filing: Civil Complaint Paid by: Carfley, John Receipt number: 1836938 Dated: 01/18/2002 Amount: \$80.00 (Check) Three Cert. to Atty.	No Judge
2/11/2002	Answer and New Matter. Filed by s/Carl A. Belin, Jr., Esquire Verification s/Mearle G.Bressler, s/Patricia Jane Rishel Bressler, s/Scott L. Bressler, and Patricia J. Bressler Certificate of Service 4 cc to atty	No Judge
3/25/2002	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
4/3/2002	Motion of Defendants for Default Judgment Against Plaintiffs Under PA. R.C.P. No 1037 (c) On The New Matter. Filed by s/Carl A. Belin, Jr., Esq. 3 cc Atty Belin RULE, AND NOW, this 3rd day of April, 2002, Issued upon Plaintiffs, returnable for Written Response Apr. 23, 2002, Hearing, if necessary, Apr. 26, 2002, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Belin	John K. Reilly Jr.
4/15/2002	Answer to Defendants' New Matter Filed on behalf of Plaintiffs. Filed by s/John R. Carfley, Esq. Verification s/Lanny Bloom 1 cc Atty Carfley Certificate of Service, Plaintiffs' Answer to Defendants' New Matter upon Carl A. Belin, Jr., Esq. filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
5/16/2002	Motion of Defendants For Partial Judgment On the Pleadings Under PA. R.C.P. NO. 1034 and 1037. 4 cc Atty Belin ORDER, AND NOW, this 16th day of May, 2002, Rule issued upon the Plaintiff, Rule returnable for Written Response May 31, 2002. Argument and Hearing, if necessary, to be held the 13th day of June, 2002, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Belin	John K. Reilly Jr.
5/17/2002	Certificate of Service of Motion of Defendants for Partial Judgment on the Pleadings Under Pa. R. C. P. Nos. 1034 and 1037 upon JOHN R. CARFLEY, ESQ.. filed by s/Carl A. Belin, Jr., Esq. no cc	John K. Reilly Jr.
6/3/2002	Plaintiffs' Answer To Defendants' Motion For Partial Judgment. Filed by s/John R. Carfley, Esq. 1 cc Atty Carfley Certificate of Service, Plaintiffs' Answer to Defendants' Motion for Partial Judgment upon Carl A. Belin, Jr., Esq. Filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
6/19/2002	ORDER, AND NOW, this 13th day of June, 2002, re: Defendants' Motion for Partial Judgment on the Pleadings and the Answer thereto, etc. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley	John K. Reilly Jr.
2/10/2003	Praecipe For Non-Jury Trial. filed by s/Carl A. Belin, Esq. no cc Copy to CA Certificate of Readiness. filed by s/Carl A. Beline, Esq. no cc Copy to CA John K. Reilly Jr. Certificate of Service, Praecipe for Non-Jury Trial and Certificate of Readiness upon JOHN R. CARFLEY, ESQ. filed by s/Carl A. Belin, Jr., Esq.	John K. Reilly Jr.
4/9/2003	Pre-Trial Order: Now this 9th day of 2003 trial without jury shall be on Friday, August 8, 2003, at 9:00 A. M. s/JKR	John K. Reilly Jr.
4/11/2003	Plaintiff's Motion In Limine. filed by s/John R. Carfley, Esq. 2 cc to Atty Carfley	John K. Reilly Jr.
4/14/2003	RULE, AND NOW, this 14th day of April, 2003, issued upon Defendants. Rule returnable the 5th day of May, 2003, for filing Written Response and 21st day of May, 2003, for Hearing thereon at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Carfley	John K. Reilly Jr.

CLEARFIELD COUNTY
OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW
PROTHONOTARY/
CLERK OF COURTS

JACKI KENDRICK
DEPUTY PROTHONOTARY

DAVID S. AMMERMAN
SOLICITOR

BONNIE HUDSON
ADMINISTRATIVE ASSISTANT

P.O. Box 549, Clearfield, PA 16830
Phone: (814) 765-2641 Ext. 1330 Fax: (814) 765-7659

May 17, 2005

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

Re: Lanny Bloom, Sylvan Bloom, and Gerald Bloom

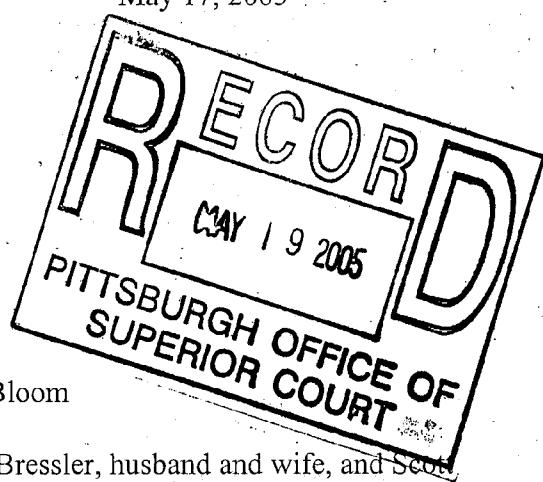
Vs.

Merle G. Bressler and Patricia Jane Rishel Bressler, husband and wife, and Scott

L. Bressler and Patricia J. Bressler, husband and wife

No. 02-95-CD

Superior Court No. 690 WDA 2004



Dear Prothonotary:

Enclosed you will find the above referenced complete record as previously remanded to Clearfield County. Please also find enclosed the additional documents filed since the file was originally forwarded, including the Honorable John K. Reilly's order filed May 12, 2005, per Superior Court Order.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

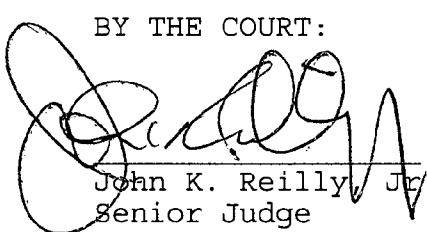
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM :
: :
VS. : NO. 02-95-CD
: :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER; Husband :
and Wife; and SCOTT L. BRESSLER :
and PATRICIA J. BRESSLER, :
Husband and Wife :
: :

O R D E R

Upon further review of Plaintiffs' bases for appeal, this Court being satisfied that said issues have been adequately addressed in the Opinion and Order filed November 25, 2003, and the previous Opinion referred to therein, this Court will rely thereon and no further Opinions will be filed.

BY THE COURT:


John K. Reilly, Jr.
Senior Judge
Specially Presiding

FILED
03/10/05
MAY 12 2005
2 cc
Atty's
Castley
Belin
William A. Shaw
Prothonotary/Clerk of Courts
60

02-95-CD

Superior Court of Pennsylvania } ss:
Sitting at Pittsburgh

I, Eleanor R. Valecko, Deputy
Prothonotary of the Superior Court of Pennsylvania,
Sitting at Pittsburgh, the said Court being a Court of Record, do hereby certify that the
foregoing is a true and correct copy of the whole and entire Order of Court
dated May 6, 2005 the case of Lanny Bloom et al. vs,
Mearle G. Bressler et al. at No. 690 WDA 2005,
as full, entire and complete as the same remains on file in the said Superior Court, in the case
there stated; and I do hereby further certify that the foregoing has been compared by me
with the original record in said cause in my keeping and custody as the Prothonotary of said
Court, and that the foregoing is a correct transcript from said record and of the whole of the
original thereof.

IN TESTIMONY WHEREOF, I have here-
unto set my hand and affixed the seal of the said
Court, at Pittsburgh, in the County of Allegheny,
this 9th day of May in the year of our
Lord Two Thousand and Five
William A. Shaw
Prothonotary/Clerk of Courts

XXXXXX XXXXXX XXXX XXXX XXXX XXXX

Eleanor R. Valecko

Deputy Prothonotary
Eleanor R. Valecko

FILED
MAY 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

NO. 19....

EXEMPLIFICATION

deed of manumission

LANNY BLOOM, SYLVAN BLOOM and GERALD BLOOM,	:	IN THE SUPERIOR COURT OF PENNSYLVANIA
Appellants	:	
v.	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband	:	
and Wife; and SCOTT L. BRESSLER	:	
and PATRICIA J. BRESSLER, Husband	:	
and Wife,	:	
Appellees	:	No. 690 WDA 2004

Appeal from the Judgment Entered April 14, 2004
In the Court of Common Pleas, Civil Division
Clearfield County, No. 2002-95-CD

ORDER

BEFORE: JOYCE, TODD and KELLY, JJ.

AND NOW, this 6th day of May, 2005, the Court of Common Pleas of Clearfield County is hereby ordered to file and to transmit to the Pennsylvania Superior Court an opinion pursuant to Rule 1925(a) of the Pennsylvania Rules of Appellate Procedure, addressing the issues presently raised on appeal. Pursuant to Rule 1925(a), the Court of Common Pleas is required to file "at least a brief statement, in the form of an opinion, of the reasons for the . . . rulings or other matters complained of." Pa.R.A.P. 1925(a). **See Gibbs v. Herman**, 714 A.2d 432 (Pa. Super. 1998). The purpose of filing such an opinion is to enable this Court to provide meaningful and effective appellate review. **Commonwealth v. Lord**, 719 A.2d 306, 308 (Pa. 1998).

The record reveals that on May 4, 2004 the Court of Common Pleas of Clearfield County ordered Appellants to file a Concise Statement of Matters Complained of On Appeal pursuant to Rule 1925(b). Appellants filed their concise statement on May 10, 2004.

As we are without the benefit of the trial court's opinion on the issues presented in this appeal, the purpose of Rule 1925(a) has not been served. We thus remand to the Court of Common Pleas and direct the court to file a Rule 1925(a) opinion responsive to the issues raised by Appellants. Said opinion is to be filed within 30 days of the date of this order.

Case **REMANDED**. Panel jurisdiction **RETAINED**.

PER CURIAM

02-95-CD

The Superior Court of Pennsylvania
Sitting at Pittsburgh

1015 Grant Building
Pittsburgh, Pennsylvania
15219

**CERTIFICATE OF CONTENTS OF REMANDED RECORD
AND NOTICE OF REMAND**
under
PENNSYLVANIA RULES OF APPELLATE PROCEDURE 2571 AND 2572

FILED
MAY 11 2005
William A. Shaw
Prothonotary/Clerk of Courts
I copy to Superior
Court

THE UNDERSIGNED, Prothonotary (or Deputy Prothonotary) of the Superior Court of Pennsylvania, the said court of record, does hereby certify that annexed to the original hereof, is a true and correct copy of the entire record:
RECORD, 1 TRANSCRIPT-(WITH ENVELOPE ATTACHED -MAPS) 1 ENVELOPE OF PICTURES
EXEMPLIFIED COPY ORDER OF COURT DATED MAY 6, 2005

CASE IS REMANDED TO BE RETURNED
As remanded from said court in the following matter:
BLOOM ET AL. V MEARLE G. BRESSLER ET AL.
NO. 690 WDA 2004

COURT OF COMMON PLEAS-CIVIL DIVISION-CLEARFIELD COUNTY
NO. 2002-95-CD

In compliance with Pennsylvania Rules of Appellate Procedure 2571.

The date of which the record is remanded **MAY 9, 2005**

An additional copy of this certificate is enclosed with the original hereof and the clerk or prothonotary of the lower court or the head, chairman, deputy, or the secretary of the other government unit is hereby directed to acknowledge receipt of the remanded record by executing such copy at the place indicated by forthwith returning the same to this court.

Eleanor R. Valecko

DEPUTY PROTHONOTARY

RECORD, ETC. RECEIVED:

DATE: May 11, 2005

Will A. Shaw
(Signature & Title) **Prothonotary**

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William A. Shaw
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02-95-CD

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310:47 871
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William A. Shaw
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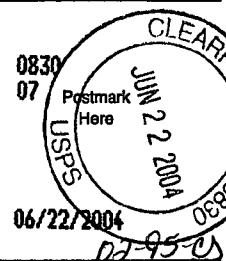
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012-392

William A. Shaw
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May 17, 2005

Superior Court of Pennsylvania
Office of the Prothonotary
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Re: Lanny Bloom, Sylvan Bloom, and Gerald Bloom
Vs.
Merle G. Bressler and Patricia Jane Rishel Bressler, husband and wife, and Scott
L. Bressler and Patricia J. Bressler, husband and wife
No. 02-95-CD
Superior Court No. 690 WDA 2004

Dear Prothonotary:

Enclosed you will find the above referenced complete record as previously
remanded to Clearfield County. Please also find enclosed the additional documents filed
since the file was originally forwarded, including the Honorable John K. Reilly's order
filed May 12, 2005, per Superior Court Order.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

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FILED

MAY 18 2005

6/1/2005
William A. Shaw
Prothonotary/Clerk of Courts

May 18, 2005

Superior Court of Pennsylvania
Attn: Barb Caprino, Office of Prothonotary
600 Grant Building
Pittsburgh, PA 15219

RE: Lanny Bloom Etal vs Merle G. Bressler Etal
No. 02-95-CD
Superior Court No. 690 WDA 2004

Dear Barb:

Enclosed please find the Transcript of the Proceedings (with maps and pictures)
Civil Nonjury Trial held Wednesday September 10, 2003, that we omitted with the file
mailed May 17, 2005.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

Enclosure

CLEARFIELD COUNTY
OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS

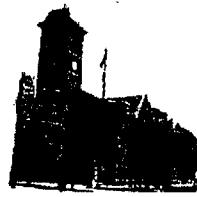
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SOLICITOR

JACKI KENDRICK
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BONNIE HUDSON
ADMINISTRATIVE ASSISTANT

P.O. Box 549, Clearfield, PA 16830
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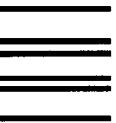
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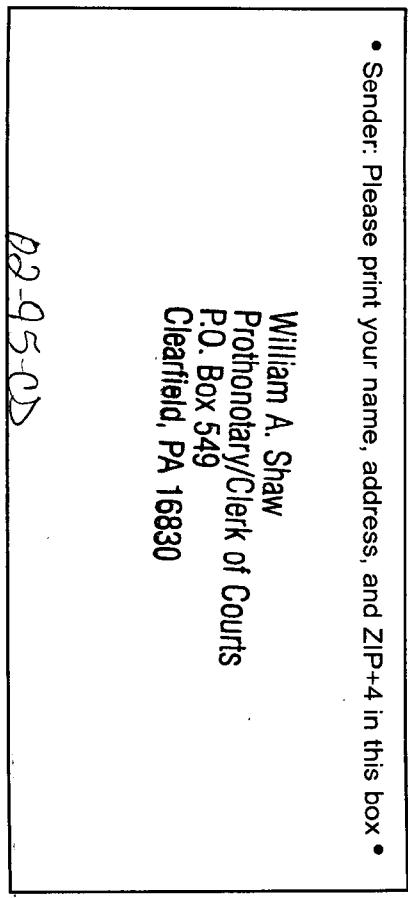
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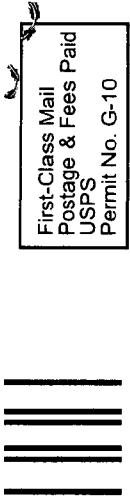
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William A. Shaw
Prothonotary/Clerk of Courts

**The Superior Court of Pennsylvania
Sitting at Pittsburgh**

1015 Grant Building
Pittsburgh, Pennsylvania
15219

**CERTIFICATE OF CONTENTS OF REMANDED RECORD
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under
PENNSYLVANIA RULES OF APPELLATE PROCEDURE 2571 AND 2572**

THE UNDERSIGNED, Prothonotary (or Deputy Prothonotary) of the Superior Court of Pennsylvania, the said court of record, does hereby certify that annexed to the original hereof, is a true and correct copy of the entire record:
**RECORD 2 PARTS, 1 TRANSCRIPT, 2 ENVELOPES
SUPERIOR COURT JUDGMENT ORDER AND OPINION**

As remanded from said court in the following matter:
**LARRY BLOOM ET AL. V MEARLE G. BRESSLER ET AL.
NO. 690 WDA 2004**

**COURT OF COMMON PLEAS, CIVIL DIVISION-CLEARFIELD COUNTY
NO. 2002-95-CD**

FILED
m/11/8/06
FEB 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

In compliance with Pennsylvania Rules of Appellate Procedure 2571.

The date of which the record is remanded February 7, 2006

An additional copy of this certificate is enclosed with the original hereof and the clerk or prothonotary of the lower court or the head, chairman, deputy, or the secretary of the other government unit is hereby directed to acknowledge receipt of the remanded record by executing such copy at the place indicated by forthwith returning the same to this court.

Eleanor R. Valecko

DEPUTY PROTHONOTARY

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Will. Shaw
(Signature & Title)

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Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA**

FILED

FEB 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

WAM:AW

WAM:AW
William A. Shaw
Prothonotary/Clerk of Courts
McCourtney, Shaw & Sibley
1000 Market Street, Suite 500
Philadelphia, PA 19107-3100
(215) 625-1100

LARRY BLOOM, SYLVAN BLOOM and
GERALD BLOOM, : IN THE SUPERIOR COURT OF
Appellants : PENNSYLVANIA
v. : 02-95-CD
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER :
and PATRICIA J. BRESSLER, Husband :
and Wife, :
Appellees : No. 690 WDA 2004

FILED
m11:8/6/06
FEB 08 2006

William A. Shaw
Prothonotary/Clerk of Courts

Appeal from the Judgment Entered April 14, 2004
In the Court of Common Pleas, Civil Division
Clearfield County, No. 2002-95-CD

BEFORE: JOYCE, TODD, and KELLY, JJ.

MEMORANDUM: FILED: October 24, 2005

In this ejectment action, Larry Bloom, Sylvan Bloom, and Gerald Bloom appeal the judgment entered in favor of Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, and Patricia J. Bressler. We affirm.

This equity case involves the disputed ownership of the surface rights to approximately 57 acres of land in Pike Township, Clearfield County. It is undisputed that Appellants have valid record title to this land; Appellees, however, claim title through adverse possession. Further, while Appellees have a recorded chain of title beginning in 1949, all parties agree that Appellants' title is superior.

The land in question is the northern 57-acre portion of a larger tract of land bisected by Pike Township Road T-441. The southern tract, the portion

lying south of the township road, consists of approximately 152 acres. The common grantor of these lands was Perry Bowman, who in 1949 conveyed both tracts to Appellants' predecessor in title. While the ownership to the southern tract is now undisputed¹, the northern tract reveals two chains of title: the conveyance from Bowman to Appellants' predecessor in interest in 1949 which was properly executed, delivered, and first recorded — the undisputed superior title; and a subsequent conveyance from Bowman to Robert Rishel, later also recorded — the inferior title.

The deed to the 57-acre tract from Bowman to Rishel in 1949 is the initial deed in Appellees' inferior chain of title. After acquiring the deed, Rishel immediately entered into possession of the northern tract of land. Rishel moved his daughter, Appellee Patricia Jane Rishel Bressler, and her husband, Appellee Merle G. Bressler (collectively "the Bresslers"), into a home on the premises in mid-1950. Later, Rishel deeded the northern tract to Appellees by two deeds in the inferior chain of title, one in 1966 and one in 1974.

Appellees have lived on the premises continuously since 1950. They have used the land around the home for a yard, a garage, dog pens, and a garden since that time. They remodeled the home in 1961 and expanded the yard and garden in the 1960s and 1970s. They also rebuilt the garage

¹ In particular, Appellants do not dispute that Appellees acquired legal title to a six-acre parcel of the southern tract near the disputed land.

and constructed a fish pond on the property in the late 1960s. Fields on the northern part of the property were rented to farmers who planted crops on the land. In 1973, Appellee Scott L. Bressler, the son of the Bresslers, along with his wife, Appellee Patricia J. Bressler, moved into a trailer on the property, and built a home on the same site in 1982.

From the conveyances in 1949 to the filing of the complaint in this matter, none of the record title holders objected to Appellees' use of the land. Moreover, Hugh Norris, Appellants' predecessor in title who conveyed title to them in 1990, was aware of but never objected to Appellants' use of the land. During this period, Appellees were assessed with and paid property taxes on the land.

On January 18, 2002, Appellants filed this ejectment action, seeking possession of the subject land. Appellees, while conceding their inferior record title to the property, claim title by adverse possession, asserting the uses by Rishel, the Bresslers, and the Bresslers' son and wife may be tacked to establish the requisite period for adverse possession.

Appellants' motion for summary judgment was denied on July 7, 2003. On September 10, 2003, a nonjury trial was held before the Honorable John K. Reilly, Jr. Thereafter, on November 25, 2003, the trial court issued an opinion and order, including its findings of fact and conclusions of law, entering judgment in favor of Appellees, finding Appellees had proven their legal claim to the property by adverse possession and the doctrine of color of

title. Both parties filed post-trial motions. By orders dated March 24, 2004 and March 31, 2004, the trial court denied Appellants' motion and granted Appellees' motion, respectively.² This timely appeal followed.

On appeal, Appellants ask:

- I. Whether the lower court as a matter of law erred in finding that the Appellees met all of the necessary elements to establish a claim of adverse possession over the entire parcel in dispute?
- II. Whether the lower court as a matter of law erred in finding that the Appellees['] claim for possession of the parcel in dispute could proceed under the theory of "color of title" and not mere naked possession?
- III. Whether the verdict was manifestly against the weight of the evidence, in that the Appellees failed to establish their exclusive and open dominion over the entire northern tract particularly since their entry was not by "color of title" or under a bona fide and not pretended chain of title?
- IV. Whether the lower court erred as a matter of law by finding Appellees' chain of title superior even though it was established through an invalid deed recorded subsequent to the Appellants' valid legal acquisition of the same property?
- V. Whether the lower court as a matter of law erred in admitting the letter of Hugh Norris into evidence despite a lack of foundation and no established exception to the hearsay rule and further failed to consider possible alternative interpretations to the contents of the letter?

(Appellants' Brief at 4.)

Our standard of review with respect to the action of a chancellor in equity is limited. ***Thermo-Guard, Inc. v. Cochran***, 596 A.2d 188, 193 (Pa. Super. 1991). We will reverse only where the trial court was "palpably

² In granting Appellees' motion, the trial court corrected the deed description of the subject property.

erroneous, misapplied the law or committed a manifest abuse of discretion."

Id. Where there are any apparently reasonable grounds for the trial court's decision, we must affirm it. ***Id.***

In their first issue on appeal, Appellants assert that the trial court erred in finding that Appellees had proven their title to the property by adverse possession. It is well settled that one who claims title by adverse possession must prove actual, continuous, exclusive, visible, notorious, distinct, and hostile possession of the land for twenty-one years. ***Baylor v. Soska***, 658 A.2d 743, 744 (Pa. 1995). Appellants do not contest all of the elements, but limit their challenge as follows: "Given these circumstances, it is impossible to show that the requisite notice was provided to the legal owner by the Bresslers or that their presence was open and hostile, at least to the area not included in their homestead." (Appellants' Brief, at 11-12.)

However, in the absence of an initially permissive use, or a special relationship between the parties, such as a fiduciary or familial one, actual notice to the legal owner is not required: "[W]here . . . there is no special relationship between the parties, notorious use provides sufficient notice to the owners of the servient tenement that their land is being used adversely."

Sterner v. Freed, 570 A.2d 1079, 1082 (Pa. Super. 1990). The elements of visible and notorious possession require merely that the claimant's conduct was "sufficient to place a reasonable person on notice that his or her land is being held by the claimant as his own." ***Brennan v. Manchester***

Crossings, Inc., 708 A.2d 815, 818 (Pa. Super. 1998). We conclude, consistent with the findings of the trial court, that Appellees' use of the land, including their houses, yards, a garage, dog pens, a pond, and a garden, was sufficiently visible and notorious to place a reasonable person on notice that they held the land as their own.³ That Appellees also paid the real estate taxes on the land, while not dispositive, supports this conclusion.

See Flickinger v. Huston, 435 A.2d 190, 193 (Pa. Super. 1981) (payment of property taxes provides some support for adverse possession claim, but is not itself sufficient).

We find, again in accord with the trial court, that this use was likewise sufficiently hostile. As our Supreme Court has explained: "[H]ostility, as a requirement of adverse possession, does not denote ill will, but rather, the intent to hold the property against the record title holder." **Zeglin v. Gahagen**, 812 A.2d 558, 562 n.5 (Pa. 2002). All indications in the record are that Appellees intended to hold the property, if not specifically against the legal title holder, as they believed they themselves held legal title, then against the rest of the world. Furthermore, Appellants have not cited any

³ We are unpersuaded by Appellants' additional argument that Appellees' use was insufficiently hostile because Appellants' predecessor in title, Norris, when visiting the premises, may have confused the disputed land (which Appellees occupy) with the nearby six-acre parcel of the southern tract for which Appellees are undisputedly the legal owner. (Appellants' Brief at 10-11.) We cannot find that any such confusion, in the absence of deception or other misrepresentation by Appellees, or attributable to them, diminishes their claim.

evidence indicating that Appellees' use was permissive. Accordingly, we reject Appellants' contention of error on this point.

Appellants also dispute, in their second issue on appeal, the lower court's conclusion that Appellees' legal claim is supported under the doctrine of color of title. In **Beck v. Beck**, 648 A.2d 341 (Pa. Super. 1994), we explained this doctrine:

Where entry is made under an invalid deed or other written instrument, which the trespasser believes is valid, he is deemed to have "color of title." **Arcadia Co. v. Peles**, 395 Pa.Super. 203, 210, 576 A.2d 1114, 1117 (1990); 3 American Law of Property § 15.11. "'Color of title' is merely the appearance of title without its reality ... [and] contributes nothing to the fiber of title as affecting the adverse character of possession...." **Arcadia Co.**, 395 Pa.Super. 203, 576 A.2d 1114. However, a disseisor who enters under "color of title" and demonstrates actual possession for the requisite twenty-one year period [for adverse possession], of a portion of property described in the invalid instrument, may thereby establish constructive possession of entire tract described therein. **Id.**

Id. at 343; **see also Arcadia Co.**, 576 A.2d at 1117 ("An entry is by 'color of title' when it is made under a bona fide, and not pretended, claim to title which actually exists in another."); **see generally Dice v. Reese**, 21 A.2d 89, 91 (Pa. 1941).

The trial court concluded that Appellees, beginning in 1949 and continuing through the present, received what they believed to be good title to the property in question. The court therefore concluded, having found Appellees adversely possessed part of the premises, that they were in constructive possession to the entire tract under the color of title doctrine.

Appellants do not appear to dispute the latter part of this logic — namely, that if the doctrine applied (and the trial court property found adverse possession with respect to part of the premises), then Appellees constructively possessed the entire tract. Rather, Appellants dispute whether, under the circumstances, Appellees could have had the belief that their title was good. Appellants point to the undisputed fact that their deed to the land was properly recorded prior to the deed received by Appellees, and that this act provided Appellees with constructive notice of the superior title. Appellants argue that the law should not sanction Appellees' failure to perform a title search or otherwise discover their inferior title: "The Appellees cannot turn a blind eye to the clearly documented records of Clearfield County and then attempt to hide behind the mantle of a bona fide purchaser who acted in good faith, when they purchased the property." (Appellants' Brief at 14.) Appellants' argument, in essence, is that as a matter of law the doctrine of color of title should not apply when a properly recorded title exists.

Appellants cite no authority supporting this assertion. Moreover, we agree with the trial court that such a conclusion "would be to obviate the possibility of any party ever having an 'honest belief' sufficient to have color of title." (Trial Court Opinion and Order, 7/7/03, at 3.) If the recording of a deed could thwart the application of the doctrine of color of title, then it would likely never apply. Accordingly, finding no reason to dispute the trial

court's conclusion that Appellees honestly believed in the legal validity of their title, a finding Appellants do not appear to dispute as a matter of fact, we conclude that the doctrine was properly applied.

In their next issue on appeal, Appellants assert that the trial court's verdict was against the weight of the evidence. We find this argument to be waived. The heading of the second section of the argument portion of Appellants' brief has two captions, one raising the color of title argument, and one raising the weight of the evidence claim. However, that argument section contains only argument with respect to the trial court's application of the color of title doctrine, which we have already discussed; it contains no argument related to a weight of the evidence claim. We thus find their claim to be waived. **See Commonwealth v. Luktisch**, 680 A.2d 877, 879 n.1 (Pa. Super. 1996) (finding issue waived where defendant failed to develop it in argument and cited no authority); **Collins v. Cooper**, 746 A.2d 615, 619 (Pa. Super. 2000) (holding claim of error waived when "appellant has failed to cite any authority in support of a contention"); Pa.R.A.P. 2119(a).

Appellants next claim that the trial court erred "by finding Appellees' chain of title superior even though it was established through an invalid deed recorded subsequent to the Appellants' valid legal acquisition of the same property." (Appellants' Brief at 4, 15-16.) We note that the trial court did *not* declare Appellees' title to be superior to Appellants' title, but, rather, concluded that Appellees had achieved legal title through adverse possession

and the doctrine of color of title. Moreover, Appellants' argument on this point is a rehashing of their prior arguments, which we have already rejected.

Finally, Appellants challenge one of the trial court's evidentiary rulings. In reviewing an evidentiary ruling of the trial court, an appellate court may only reverse a ruling upon a clear demonstration that the trial court abused its discretion. ***Commonwealth v. Chapman***, 763 A.2d 895, 901 (Pa. Super. 2000). Furthermore, when the trial court states its reason for the ruling, this Court's scope of review is limited to an examination of the stated reason. ***Id.*** at 901. It is axiomatic, however, that a discretionary ruling by the trial court may not be overturned by an appellate court merely because the reviewing court disagrees with the trial court's ruling. ***Commonwealth v. Cohen***, 605 A.2d 1212, 1218 (Pa. 1992).

Appellants assert that the trial court erroneously admitted into evidence an August 18, 1978 letter written by Norris, Appellants' predecessor in title, to an attorney regarding proposed mining on the subject property. In the letter, Norris, who was deceased by the time of trial, noted that he was aware of Appellees' inferior chain of title to the subject property, and specifically noted that the land in question "also included the ground on which the present Bressler homestead is located." (Letter, 8/18/78 (Appellees' Trial Exhibit 1).) The letter was thus support for Appellees' claim that Appellants' predecessor in title had knowledge of some adverse use of

the property by Appellees. Appellants argue that this letter was hearsay not falling into any recognized exception, and should not have been admitted. We disagree.

Hearsay is defined as "a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted." Pa.R.E. 801(c). Except as provided by certain exceptions under the rules of evidence, hearsay is not admissible. Pa.R.E. 802.

Herein, the trial court concluded that Norris' statement was an admission against interest, which could be imputed to Appellants, and as such, it fell within one of the hearsay exceptions. **See** Pa.R.E. 804(b)(3). We need not address this contention, as we find the statement was not hearsay because it was not offered to prove the truth of the matter asserted. Specifically, it was not offered to prove that the Bresslers' home was in fact on the property. That fact was established by other evidence. Rather, the statement was offered to show that Norris *believed* the home to be on the property, or at least made such a statement of belief. Whether or not it was true, it was evidence that Norris potentially had knowledge of adverse use of the property. As such, the letter was not hearsay. **Cf.** **Commonwealth v. Jones**, 658 A.2d 746, 751 (Pa. 1995) (certain out-of-court statements offered to explain the course of police conduct are admissible on the basis that they are offered not for the truth of the

matters asserted, but rather to show the information upon which the police acted).

For all the foregoing reasons, we affirm the judgment of the trial court.

Judgment **AFFIRMED**.

Judgment Entered:

Eleanor R. Valecko
Deputy Prothonotary

FILED
FEB 08 2006
William A. Shaw
Prothonotary/Clerk of Courts

DATE: October 24, 2005

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM AND
GERALD BLOOM,

Plaintiffs

vs.

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband and
Wife; and SCOTT L. BRESSLER and
PATRICIA J. BRESSLER, Husband and
Wife.

Defendants

NO. 2002-95-C.D.

MOTION TO CORRECT
ORDER OF
JUNE 13, 2002

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

NOV 15 2006

0/3-30/4
William A. Shaw (60)
Prothonotary/Clerk of Courts
NO CERT COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM AND :
GERALD BLOOM, :
Plaintiffs :
vs. : NO. 2002-95-C.D.
: :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

MOTION TO CORRECT ORDER
OF JUNE 13, 2002

AND NOW comes Defendants, Mearle G. Bressler and Patricia Jane Rishel Bressler, Husband and Wife, by and through their attorneys Belin, Kubista & Ryan, request the Court to correct an Order that was entered on June 13, 2002, and in support thereof aver as follows:

1. That Plaintiffs filed an action against Defendants seeking to recover premises situated in Pike Township, Clearfield County, Pennsylvania, more particularly described in a certain deed to them dated August 20, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 1445, page 182 ("the deed").

2. That the deed conveyed two (2) parcels of land and contained a reservation of all the coal, fireclay, and other

minerals, oil and gas, together with rights relating to the mining or production of said minerals as set forth in the deed ("reserved minerals and rights").

3. That by sundry conveyances the reserved minerals and rights became vested in the Defendants.

4. That after the pleadings closed the Defendants made a motion for partial judgment on the pleadings on the basis the Defendants were the owners of the reserved minerals and rights and the Court entered an Order on June 13, 2002, granting said Motion in the Second Thereof ("the Order").

5. That in the Order the Court decreed that Defendants were the owners of the reserved minerals and rights in, upon, and under the two (2) parcels of land set forth in the deed of Plaintiffs referred to in the deed. See Order attached hereto as Exhibit "A."

6. That a mistake was made in the Order, however, in the paragraph "the Second Thereof" in Parcel One in that at the end thereof appears the language "Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9."

7. That the actual property covered by said tracts consisted of 56.4 Acres more or less described as Clearfield

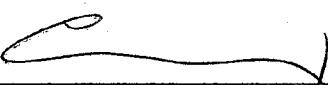
County Assessment Number 126-H12-9 and 152 Acres described as bearing Clearfield County Tax Assessment No. 126-H12-10.

8. That said misidentification may present a problem in the future title of the Defendants.

9. That Defendants propose to correct the Order by the following language in the proposed Amended Order as set forth in Exhibit "B" hereof.

WHEREFORE, Defendants request Your Honorable Court enter the Proposed Order amending and correcting the prior Order of the Court dated June 13, 2002, by the Proposed Order attached hereto as Exhibit "B."

BELIN, KUBISTA & RYAN

By 
Carl A. Belin, Jr. Esq.
Attorney for Defendants

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

Instrument Number - 200617562
Recorded On 10/17/2006 At 3:10:07 PM

BELIN & KUBISTA
P.O. BOX 1
CLEARFIELD, PA 16830

* Instrument Type - QUIET TITLE

* Total Pages - 6

Invoice Number - 156842

* Grantor - BRESSLER, MEARLE G

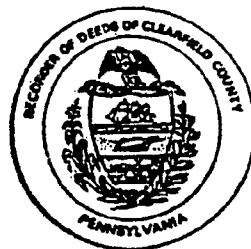
* Grantee - BLOOM, LANNY

* Customer - BELIN & KUBISTA

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$16.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$32.00

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen J. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

ORDER

AND NOW, this 13 day of June, 2002, upon
consideration of Defendants' Motion for Partial Judgment on the
Pleadings and the Answer thereto, it is the ORDER of the Court
that the following tracts are owned by Mearle G. Bressler and
Patricia Jane Rishel Bressler:

ALL those certain pieces or tracts of land situate in Pike
Township, Clearfield County, Pennsylvania, more particularly
bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post on
the South side of Township Road leading from
Olanta to New Millport four hundred and
sixteen (416) feet East of the Ferguson
Township line; thence over lands of the
Grantors South four (4°) degrees seven (7')
minutes West, five hundred (500) feet to a
post corner; thence over lands of the

Grantors North thirty-five (35°) degrees forty-five (45') minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4°) degrees seven (7') minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, its several courses and distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

THE SECOND THEREOF: ALL the coal, fire-clay, other minerals, oil and gas, in, upon, and under the following two parcels of land:

PARCEL ONE: BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg South two (2°) degrees East three hundred and twenty (320) perches to an old Hemlock; thence by vacant land South eighty-eight (88°) degrees West, one hundred sixty (160) perches; thence by land of Joseph Covett North two (2°) degrees West, three hundred twenty (320) perches; and thence by land of said Patterson Company North eighty-eight (88°) degrees East, one hundred sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime: Six (6) acres and ninety-six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, page 299; thirty (30) acres conveyed to Bert C. Erhard and Knisley L. Arhard by deed

recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

PARCEL TWO: **BEGINNING** at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1/4) mile East of New Millport Station; thence by the western line of said Warrant, being the line of Ferguson Township, North four (4°) degrees and seven (7') minutes East for a distance of two thousand eight hundred sixty-three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35°) degrees and forty-two (42') minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32°) degrees and forty-seven (47') minutes East for a distance of three hundred thirteen and five-tenths (313.5) feet; thence still by same North twenty-three (23°) degrees East for a distance of two hundred and sixty-four (264) feet to a point in the northern line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six (86°) degrees and twenty-seven (27') minutes East for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrant in two parts; thence by said division line and lands of Lex Starr, Perry Bowman and B. C. and K. L.

Erhard South four (4°) degrees and twelve (12') minutes West for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the New York Central Railroad Beech Creek Division; thence by said northern right of way line being thirty-three (33) feet from the center line of said railroad measured at right angles thereto, North seventy-six (76°) degrees and ten (10') minutes West for a distance of one thousand three hundred fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant" and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) acres of land careful measurement.

TOGETHER with the right of ingress, egress and regress into, through and upon the above described two parcels of land for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages

that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

President Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 19 2002

Attest,

John K. Reilly
Prothonotary
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
: **FILED**
: NOV 15 2006
: 013-30 (C) (CR)
: William A. Shaw
: Prothonotary/Clerk of Courts
: I CERT TO ATT

AMENDED ORDER

AND NOW, this 15th day of November, 2006, upon
consideration of Defendants' Motion for Partial Judgment on the
Pleadings and the Answer thereto, it is the ORDER of the Court
that the following tracts are owned by Mearle G. Bressler and
Patricia Jane Rishel Bressler:

ALL those certain pieces or tracts of land situate in Pike
Township, Clearfield County, Pennsylvania, more particularly
bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post on
the South side of Township Road leading
from Olanta to New Millport four hundred
and sixteen (416) feet East of the Ferguson
Township line; thence over lands of the
Grantors South four (4°) degrees seven (7')
minutes West, five hundred (500) feet to a
post corner; thence over lands of the
Grantors North thirty-five (35°) degrees
forty-five (45') minutes East, five hundred

(500) feet to a post corner; thence still over lands of the Grantors, North four (4°) degrees seven (7') minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, its several courses and distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

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PARCEL TWO: BEGINNING at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1/4) mile East of New Millport Station; thence by the western line of said Warrant, being the line of Ferguson Township, North four (4°) degrees and seven (7') minutes East for a distance of two thousand eight hundred sixty-three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35°) degrees and forty-two (42') minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32°) degrees and forty-seven (47') minutes East for a distance of three hundred thirteen and five-tenths (313.5) feet; thence still by same North twenty-three (23°) degrees East for a distance of two hundred and sixty-four (264) feet to a point in the northern line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six (86°) degrees and twenty-seven (27') minutes East for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrant in two parts; thence by said division line and lands of Lex Starr, Perry Bowman and B. C. and K. L. Erhard South four (4°) degrees and twelve (12') minutes West for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the New York Central Railroad Beech Creek Division; thence by said northern right of way line being thirty-three (33) feet from the center line of said railroad measured

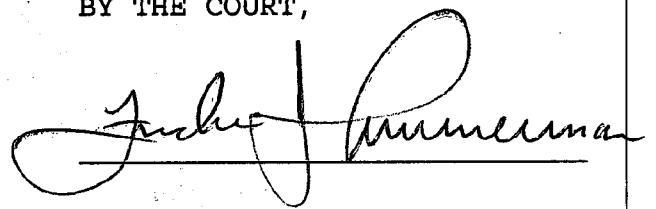
at right angles thereto, North seventy-six (76°) degrees and ten (10') minutes West for a distance of one thousand three hundred fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant" and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) acres of land careful measurement.

The aforesaid two (2) tracts of land consist of 56.4 Acres more or less described as Clearfield County Assessment Number 126-H12-9 and 152 Acres described as bearing Clearfield County Tax Assessment No. 126-H12-10.

TOGETHER with the right of ingress, egress and regress into, through and upon the above described two parcels of land for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the

mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

BY THE COURT,



A handwritten signature in black ink, appearing to read "Judge J. H. Neumann". The signature is fluid and cursive, with a horizontal line drawn underneath it.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

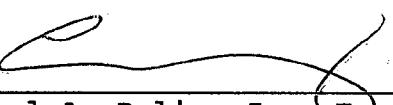
LANNY BLOOM, SYLVAN BLOOM AND :
GERALD BLOOM, :
Plaintiffs :
vs. : NO. 2002-95-C.D.
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
MOTION TO CORRECT
ORDER OF
JUNE 13, 2002

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true
and correct copy of Motion to Correct Order of June 13, 2002,
in the above-captioned matter to the following party by postage
prepaid United States first class mail on October 23, 2006:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN, KUBISTA & RYAN

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendants

Date: 05/03/2004

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 10:47 AM

ROA Report

Page 1 of 3

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date	Judge
01/18/2002	① Filing: Civil Complaint Paid by: Carfley, John Receipt number: 1836938 Dated: 01/18/2002 Amount: \$80.00 (Check) Three Cert. to Atty. 4/6
02/11/2002	② Answer and New Matter. Filed by s/Carl A. Belin, Jr., Esquire Verification No Judge s/Mearle G.Bressler, s/Patricia Jane Rishel Bressler, s/Scott L. Bressler, 30 and Patricia J. Bressler Certificate of Service 4 cc to atty
03/25/2002	③ Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm 1 No Judge
04/03/2002	④ Motion of Defendants for Default Judgment Against Plaintiffs Under PA. R.C.P. No 1037 (c) On The New Matter. Filed by s/Carl A. Belin, Jr., Esq. 3 cc Atty Belin 38 RULE, AND NOW, this 3rd day of April, 2002, Issued upon Plaintiffs, returnable for Written Response Apr. 23, 2002, Hearing, if necessary, Apr. 26, 2002, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Belin John K. Reilly Jr.
04/15/2002	⑤ Answer to Defendants' New Matter Filed on behalf of Plaintiffs. Filed by s/John R. Carfley, Esq. Verification s/Lanny Bloom 1 cc Atty Carfley John K. Reilly Jr. ⑥ Certificate of Service, Plaintiffs' Answer to Defendants' New Matter upon Carl A. Belin, Jr., Esq. filed by s/John R. Carfley, Esq. no cc 1 John K. Reilly Jr.
05/16/2002	⑦ Motion of Defendants For Partial Judgment On the Pleadings Under PA. R.C.P. NO. 1034 and 1037. 4 cc Atty Belin 7 John K. Reilly Jr. ORDER, AND NOW, this 16th day of May, 2002, Rule issued upon the Plaintiff, Rule returnable for Written Response May 31, 2002. Argument and Hearing, if necessary, to be held the 13th day of June, 2002, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Belin John K. Reilly Jr.
05/17/2002	⑧ Certificate of Service of Motion of Defendants for Partial Judgment on the Pleadings Under Pa. R. C. P. Nos. 1034 and 1037 upon JOHN R. CARFLEY, ESQ.. filed by s/Carl A. Belin, Jr., Esq. no cc 2 John K. Reilly Jr.
06/03/2002	⑨ Plaintiffs' Answer To Defendants' Motion For Partial Judgment. Filed by s/John R. Carfley, Esq. 1 cc Atty Carfley 4 John K. Reilly Jr. Certificate of Service, Plaintiffs' Answer to Defendants' Motion for Partial Judgment upon Carl A. Belin, Jr., Esq. Filed by s/John R. Carfley, Esq. no cc 4 John K. Reilly Jr.
06/19/2002	⑩ ORDER, AND NOW, this 13th day of June, 2002, re: Defendants' Motion for Partial Judgment on the Pleadings and the Answer thereto, etc. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley 5 John K. Reilly Jr.
02/10/2003	⑪ Praeclipe For Non-Jury Trial. filed by s/Carl A. Belin, Esq. no cc Copy to John K. Reilly Jr. CA 2 John K. Reilly Jr. ⑫ Certificate of Readiness. filed by s/Carl A. Beline, Esq. no cc Copy to 2 John K. Reilly Jr. CA 2 John K. Reilly Jr.
	⑬ Certificate of Service, Praeclipe for Non-Jury Trial and Certificate of Readiness upon JOHN R. CARFLEY, ESQ. filed by s/Carl A. Belin, Jr., Esq. 2 John K. Reilly Jr.
04/09/2003	⑭ Pre-Trial Order: Now this 9th day of 2003 trial without jury shall be on Friday, August 8, 2003, at 9:00 A. M. s/JKR 1 John K. Reilly Jr.
04/11/2003	⑮ Plaintiff's Motion In Limine. filed by s/John R. Carfley, Esq. 2 cc to Atty Carfley 9 John K. Reilly Jr.
04/14/2003	⑯ RULE, AND NOW, this 14th day of April, 2003, issued upon Defendants. Rule returnable the 5th day of May, 2003, for filing Written Response and 21st day of May, 2003, for Hearing thereon at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Carfley 9 John K. Reilly Jr.
04/25/2003	⑰ Answer To Motion In Limine. filed by s/Carl A. Belin, Jr., Esquire 410 Certificate of Service 4 cc Atty Belin John K. Reilly Jr.

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date	Judge
06/25/2003	John K. Reilly Jr.
① ORDER, AND NOW, this 25th day of June, 2003, re; Civil Non-Jury Trial is hereby RESCHEDULED from August 8, 2003 to Wednesday, September 10, 2003 at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 1 cc Atty J. Carfley, Belin	John K. Reilly Jr.
07/07/2003	John K. Reilly Jr.
⑧ OPINION AND ORDER, NOW, this 7th day of July, 2003, re: Plaintiffs' Motion in Limine and Motion for Summary Judgment are hereby DISMISSED. by the Court, s/JKR,JR.,P.J. 1 cc to Carfley, Belin, and Mikesell	John K. Reilly Jr.
09/11/2003	John K. Reilly Jr.
⑨ ORDER, NOW, this 10th day of September, 2003, re: Counsel to file briefs with this Court within thirty (30) days from this date, and ten (10) days thereafter for any reply Brief, if necessary. by the Court, s/JKR,JR.,P.J. 1 cc Atty Carfley, Belin	John K. Reilly Jr.
11/25/2003	John K. Reilly Jr.
⑩ Findings of Fact. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley	John K. Reilly Jr.
OPINION AND ORDER, NOW, this 25th day of November, following Hearing and Briefs into the above-captioned Complaint In Equity judgment is hereby entered in favor of Mearle G. Bressler and Patricia Jane Bressler, Scott L. Bressler and Patricia J. Bressler and against Lanny Bloom, Sylvia Bloom and Gerald Bloom. by the Court, s/JKR,JR.,P.J. 1 cc to Atty Belin, Carfley, and Mikesell	John K. Reilly Jr.
12/05/2003	John K. Reilly Jr.
⑪ Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler Motion For Post Trial Relief. filed by s/Carl A. Belin, Esq. Certificate of Service 5 cc Atty Belin	John K. Reilly Jr.
⑫ Plaintiffs' Post-Trial Motion For Judgment Notwithstanding The Verdict Or In the Alternative For A New Trial. filed by, s/John A Carfley, Esquire 3 cc Atty Carfley	John K. Reilly Jr.
⑬ Plaintiff's Request For Transcription Of Testimony. filed by, s/John R. Carfley, Esquire Certificate of Service 1 cc Atty Carfley	John K. Reilly Jr.
12/19/2003	John K. Reilly Jr.
⑭ ORDER FOR TRANSCRIPT OF TESTIMONY, AND NOW THIS 19th day of December, 2003, re: Court Reporter responsible for the transcript of the above non-jury trial held on September 10, 2003, transcribe the entire transcript together with all exhibits attached thereto at Plaintiffs' response. by the Court, s/JKR,JR.,P.J. 1 cc Carfley, Belin	John K. Reilly Jr.
02/05/2004	John K. Reilly Jr.
⑮ ORDER, AND NOW, this 5th day of Feb., 2004, re; Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief scheduled for Wed., Feb. 25, 2004, at 11:00 a.m. in Courtroom No. 2. by the Court, s/FJA,P.J. 1 cc Atty Carfley, Belin	John K. Reilly Jr.
02/11/2004	John K. Reilly Jr.
⑯ Transcript Of Proceedings, Civil Non-Jury Trial. Held Before The Honorable John K. Reilly, Jr., President Judge on Wednesday, Sept. 10, 2003. filed.	John K. Reilly Jr.
02/12/2004	John K. Reilly Jr.
⑰ ORDER, AND NOW, this 11th day of February, 2004, Argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief RESCHEDULED from Feb., 25, 2004 to Mar. 24, 2004, at 9:30 a.m. in Courtroom No. 2. by the Court, s/FJA, P.J. 2 cc & Memo to Atty Belin	John K. Reilly Jr.
03/24/2004	John K. Reilly Jr.
⑱ ORDER, NOW, this 24th day of March, 2004, re: Plaintiff's Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial; and argument thereon. Motion is DISMISSED. by the Court, s/JKR, JR., S.J., Specially Presiding cc Atty Carfley, Belin	John K. Reilly Jr.
03/31/2004	John K. Reilly Jr.
⑲ Order, AND NOW, this 31st day of March, 2004, re: Defendants' Post Trial Motion to correct Findings of Fact and Conclusions of Law and an appropriate Order. by the Court, s/JKR,JR., S.J. 2 cc Atty Carfley, Belin	John K. Reilly Jr.

Date: 05/03/2004

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 10:47 AM

ROA Report

Page 3 of 3

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date		Judge
04/14/2004	Filing: Praeclipe to Reduce Order to Judgment Paid by: Carfley, John R. (attorney for Bloom, Gerald) Receipt number: 1877259 Dated: 04/14/2004 Amount: \$20.00 (Check) Order reduce to Judgment Notice to Defendant c/o Atty. Belin	John K. Reilly Jr.
	Praeclipe. To reduce Order of Court dated March 24, 2004 and Order of Court dated March 31, 2004, to Judgment. filed by, s/John R. Carfley, Esquire 1 cc to Atty, Notice to Atty.	John K. Reilly Jr.
04/22/2004	③ Filing: Appeal to High Court Paid by: Carfley, John R. (attorney for Bloom, Lanny) Receipt number: 1877747 Dated: 04/22/2004 Amount: \$45.00 (Check) Notice of Appeal to Superior Court of Pennsylvania. filed by, s/John R. Carfley, Esquire Proof of Service 1 cc & ck #570 to Superior Court 2 cc Atty Carfley	John K. Reilly Jr.
04/29/2004	③ Appeal Docket Sheet 690 WDA 2004. filed. ⑥	John K. Reilly Jr.

COPY

June 22, 2004

Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

Re: Lanny Bloom, Sylvan Bloom, and Gerald Bloom
Vs.
Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife;
and Scott L. Bressler and Patricia J. Bressler, husband and wife
No. 02-95-CD
Superior Court No. 690 WDA 2004

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. Please also find enclosed one transcript.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

John K. Reilly, Jr., Sr. Judge, Specially Presiding
Court of Common Pleas
230 E. Market Street
Clearfield, PA 16830

John R. Carfley, Esq.
PO Box 249
222 Presquile Street
Philipsburg, PA 16866

Carl A. Belin, Jr., Esq.
PO Box 1
15 N. Front Street
Clearfield, PA 16830

Lanny Bloom, Sylvan Bloom, and Gerald Bloom
Vs.
Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife;
and Scott L. Bressler and Patricia J. Bressler, husband and wife

Court No. 02-95-CD; Superior Court No. 690 WDA 2004

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on June 22, 2004.

Sincerely,

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	DEFENDANTS MEARLE G.
JANE RISHEL BRESSLER, Husband and	:	BRESSLER, PATRICIA
Wife; and SCOTT L. BRESSLER and	:	JANE RISHEL BRESSLER,
PATRICIA J. BRESSLER, Husband and	:	SCOTT L. BRESSLER AND
Wife,	:	PATRICIA J. BRESSLER
	Defendants	MOTION FOR POST TRIAL
	:	RELIEF

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

DEC 05 2003

Attest.

William L. Blair
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

DEFENDANTS MEARLE G. BRESSLER, PATRICIA JANE
RISHEL BRESSLER, SCOTT L. BRESSLER AND PATRICIA J. BRESSLER
MOTION FOR POST TRIAL RELIEF

AND NOW comes Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife ("Sr. Bresslers"), and Scott L. Bressler and Patricia J. Bressler, husband and wife ("Jr. Bresslers") (together "Bresslers"), by their attorney, Carl A. Belin, Jr., of Belin & Kubista, and files this motion for post trial relief to correct Findings of Fact and Conclusions of Law, and in support thereof avers as follows:

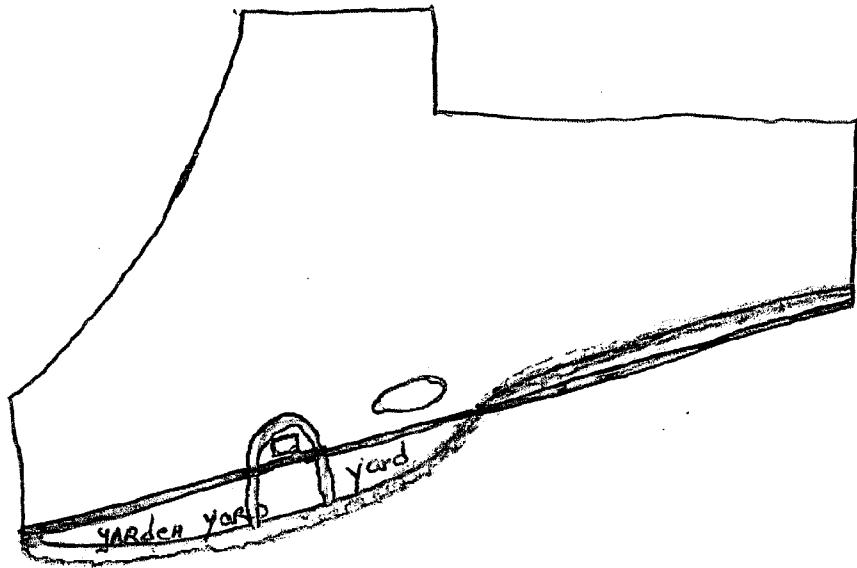
1. That the Findings of Fact 14 and Conclusion of Law 10 submitted by the Bresslers set forth the southern boundary of the tract in issue as the "Old Township Road." See Request for Findings of Fact No. 14 and Conclusion of Law 10.

2. That the Findings of Fact were submitted on the basis that counsel assumed that the Old Township Road was to the South of the New Township Road through its entire extension beginning at the western boundary of the property and proceeding though and to the eastern boundary of the property.

3. That a review of the exhibits has established that the New Township Road actually traverses to the South of the Old Township Road from the western terminus adjacent and in front of the Sr. Bresslers' residence to a point immediately to the West of the fish pond where the two (2) roads intersect and the Old Township Road lies to the South of the New Township Road from that point to the eastern boundary of the property. See Plaintiff's Exhibit "E" which includes an aerial photograph of the New Township Road and an overlay showing the northern tract which has as its southern boundary the Old Township Road. This exhibit establishes that the New Township Road is located to the South of the Old Township Road on the western side of the property. See also Bresslers' Exhibit "2(6)" which includes a survey of the Jr. Bresslers showing the New Township Road and the Old Township Road (the "earthern road abandoned") on the eastern side of the property.

4. That the Findings of Fact and Conclusion of Law as requested by the Bresslers and as entered by the Court creates a strip of land that lies between the new Township Road and the Old Township Road not included in the tract which strip is the area that includes part of the yard and garden of the Sr. Bresslers as set forth in the following illustration:

(see illustration - next page)



- Strip between new and old Roads
- new township Road
- old township Road
- senior Bresslers home, fish pond

ILLUSTRATION Traced from Bressler Exhibits 9, 10, and 11 and copied from Bloom Exhibit E. See also Bressler Exhibit 2(e) showing new and old road at eastern end of property -- the old road is identified as "oarthen Road (abandoned)

5. That the strip of land that exists between the new and old road is actually part of the garden and yard in front and adjacent to the Sr. Bresslers' residence that has been planted, mowed, and maintained by the Bresslers since the late 60's until the present time. See also Bresslers' Exhibits 10 and 11 which shows the area used by the Bresslers on the strip created by the two (2) roads.

6. That the Bresslers seek to correct Findings of Fact No. 14 and Conclusion of Law No. 11 to eliminate this strip that exists between the new and old roads on the western side of the property to make it a part of the tract, and request Your Honorable Court to enter as follows:

Finding of Fact No. 14:

14. That the northern tract of land consists of approximately 57 acres of land and is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning.

Conclusion of Law No. 10:

10. The title to the northern tract is vested in the Bressler family as follows:

Scott L. Bressler and Patricia Bressler - 2.6874 acres as described in deed recorded at Deed Book 854, page 169; Mearle and Patricia Bressler - the residue of the northern tract which is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning which constitutes the property described in two (2) deeds from Robert Rishel recorded at Deed Book 539, Page 336 and Deed Book 693, Page 565.

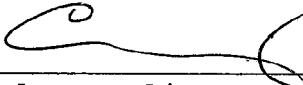
7. That this revision is warranted by the evidence and by the holding of *Inn Le'Daerda, Inc. v. Davis*, 360 A.2d 209, 218 (Pa.Super. 1976):

"We think that given the prior use of the disputed strip as a lawn in connection with the residence during the possession of the larger lot by Donovan and Alexander, the

continued maintenance of the lawn by Phillips at the request of the Alexanders was sufficient to constitute adverse occupancy. *Cf. Lyons v. Andrews*, 226 Pa.Super. 351, 313 A.2d 313 (1973). Therefore, we conclude that the evidence was sufficient to establish adverse possession of the disputed strip by appellee Dixon and his predecessors in title for the requisite period of twenty-one years."

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife,
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Defendants' Motion for Post Trial Relief in the above-captioned matter to the following party by postage prepaid United States mail on December 5, 2003:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendants

BELIN & KUBISTA

CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

Appeal Docket Sheet

Docket Number: 690 WDA 2004

Page 1 of 5

April 27, 2004

Superior Court of Pennsylvania



Lanny Bloom, Sylvan Bloom and Gerald Bloom, Appellants

v.

Mearle G. Bressler and Patricia Jane Rishel Bressler, Husband and Wife, and Scott L. Bressler, and Patricia J. Bressler, Husband and wife

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 27, 2004

Awaiting Original Record

Journal Number:

Case Category: Civil

Case Type: Quiet Title

Consolidated Docket Nos.:

Related Docket Nos.:



SCHEDULED EVENT

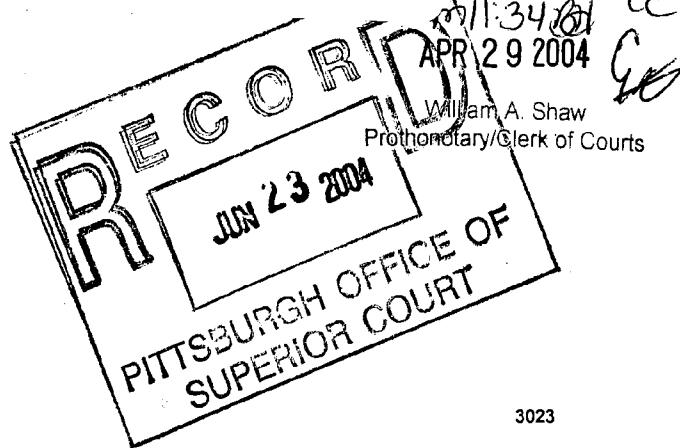
Next Event Type: Docketing Statement Received

Next Event Due Date: May 11, 2004

Next Event Type: Original Record Received

Next Event Due Date: June 1, 2004

C - Record 2 parts {
 1 transcript ^{recently} } transcript
 2 envelopes



**Appeal Docket Sheet****Superior Court of Pennsylvania****Docket Number: 690 WDA 2004****Page 2 of 5****April 27, 2004****COUNSEL INFORMATION****Appellant** Bloom, Lanny

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Carfley, John R.

Bar No.: 17621 Law Firm:

Address: 222 Presqueisle Street
PO Box 249
Philipsburg, PA 16866

Phone No.: (814)342-5581 Fax No.: (814)342-1127

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

Appellant Bloom, Sylvan

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Carfley, John R.

Bar No.: 17621 Law Firm:

Address: 222 Presqueisle Street
PO Box 249
Philipsburg, PA 16866

Phone No.: (814)342-5581 Fax No.: (814)342-1127

Receive Mail: No

E-Mail Address:

Receive E-Mail: No

Appellant Bloom, Gerald

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Carfley, John R.

Bar No.: 17621 Law Firm:

Address: 222 Presqueisle Street
PO Box 249
Philipsburg, PA 16866

Phone No.: (814)342-5581 Fax No.: (814)342-1127

Receive Mail: No

E-Mail Address:

Receive E-Mail: No

Appellee Bressler, Mearle G

Pro Se: Appoint Counsel Status:

IFP Status: No

4/27/2004

Appeal Docket Sheet**Docket Number: 690 WDA 2004****Superior Court of Pennsylvania****Page 3 of 5****April 27, 2004****Appellee Attorney Information:**

Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: Yes
 E-Mail Address:
 Receive E-Mail: No

Appellee Bressler, Patricia Jane Rishel

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellee Attorney Information:

Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

Appellee Bressler, Scott L

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellee Attorney Information:

Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

Appellee Bressler, Patricia J

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellee Attorney Information:

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 690 WDA 2004

Page 4 of 5

April 27, 2004



Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/22/04	Notice of Appeal	60.00	60.00	2004SPRWD000508

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas
 County: Clearfield Division: Civil
 Date of OrderAppealed From: April 14, 2004 Judicial District: 46
 Date Documents Received: April 27, 2004 Date Notice of Appeal Filed: April 22, 2004
 Order Type: Judgment Entered OTN:
 Judge: Reilly, Jr., John K. Lower Court Docket No.: 2002-95-CD
 Senior Judge

ORIGINAL RECORD CONTENTS

Original Record Item	Filed Date	Content/Description
----------------------	------------	---------------------

Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 27, 2004	Notice of Appeal Filed	Appellant	Bloom, Lanny
		Appellant	Bloom, Sylvan
		Appellant	Bloom, Gerald
April 27, 2004	Docketing Statement Exited (Civil)		Western District Filing Office

Appeal Docket Sheet

Docket Number: 690 WDA 2004

Page 5 of 5

April 27, 2004

Superior Court of Pennsylvania



COMMONWEALTH OF PENNSYLVANIA



Superior Court of Pennsylvania

David A. Szewczak, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

Western District

April 27, 2004

600 Grant Building
Pittsburgh, PA 15219
412-565-7592
www.superior.court.state.pa.us

Mr. William A. Shaw
Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: 690 WDA 2004

Lanny Bloom, Sylvan Bloom and Gerald Bloom, Appellants

v.

Mearle G. Bressler and Patricia Jane Rishel Bressler, Husband and Wife, and Scott L. Bressler, and Patricia J. Bressler, Husband and wife

Dear Mr. Shaw:

Enclosed please find a copy of the docket for the above appeal that was recently filed in the Superior Court. Kindly review the information on this docket and notify this office in writing if you believe any corrections are required.

Appellant's counsel is also being sent a Docketing Statement, pursuant to Pa.R.A.P. 3517, for completion and filing. Please note that Superior Court Dockets are available on the Internet at the Web site address printed at the top of this page. Thank you.

Very truly yours,

Eleanor R. Valecko
Deputy Prothonotary

BBC

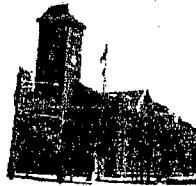
CLEARFIELD COUNTY
OFFICE OF THE PROTHONOTARY AND CLERK OF COURTS

WILLIAM A. SHAW
PROTHONOTARY/
CLERK OF COURTS

JACKI KENDRICK
DEPUTY PROTHONOTARY

DAVID S. AMMERMANN
SOLICITOR

BONNIE HUDSON
ADMINISTRATIVE ASSISTANT



P.O. Box 549, Clearfield, PA 16830
Phone: (814) 765-2641 Ext. 1330 Fax: (814) 765-7659

June 22, 2004

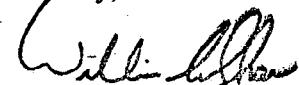
Superior Court of Pennsylvania
Office of the Prothonotary
600 Grant Building
Pittsburgh, PA 15219

Re: Lanny Bloom, Sylvan Bloom, and Gerald Bloom
Vs.
Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife;
and Scott L. Bressler and Patricia J. Bressler, husband and wife
No. 02-95-CD
Superior Court No. 690 WDA 2004

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. Please also find enclosed one transcript.

Sincerely,

A handwritten signature in black ink that appears to read "William A. Shaw".

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA
RULE OF APPELLATE PROCEDURE 1931(C)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

02-95-CD

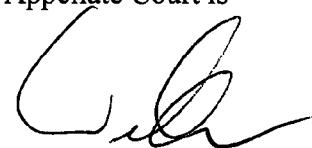
Lanny Bloom, Sylvan Bloom, and Gerald Bloom
VS.

Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife, and
Scott L. Bressler and Patricia J. Bressler, husband and wife

In compliance with Pa. R.A.P. 1931 (c).

The documents compromising the record have been numbered from **No. 1 to No. 35**, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages compromising the document.

The date on which the record had been transmitted to the Appellate Court is
June 22, 2004.



Prothonotary/Clerk of Courts

(seal)

Date: 05/19/2004

Time: 09:46 AM

Page 1 of 3

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date	Judge	
01/18/2002	Filing: Civil Complaint Paid by: Carfley, John Receipt number: 1836938 Dated: 01/18/2002 Amount: \$80.00 (Check) Three Cert. to Atty.	No Judge
02/11/2002	Answer and New Matter. Filed by s/Carl A. Belin, Jr., Esquire Verification s/Mearle G.Bressler, s/Patricia Jane Rishel Bressler, s/Scott L. Bressler, and Patricia J. Bressler Certificate of Service 4 cc to atty	No Judge
03/25/2002	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
04/03/2002	Motion of Defendants for Default Judgment Against Plaintiffs Under PA. R.C.P. No 1037 (c) On The New Matter. Filed by s/Carl A. Belin, Jr., Esq. 3 cc Atty Belin RULE, AND NOW, this 3rd day of April, 2002, Issued upon Plaintiffs, returnable for Written Response Apr. 23, 2002, Hearing, if necessary, Apr. 26, 2002, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Belin	John K. Reilly Jr.
04/15/2002	Answer to Defendants' New Matter Filed on behalf of Plaintiffs. Filed by s/John R. Carfley, Esq. Verification s/Lanny Bloom 1 cc Atty Carfley Certificate of Service, Plaintiffs' Answer to Defendants' New Matter upon Carl A. Belin, Jr., Esq. filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
05/16/2002	Motion of Defendants For Partial Judgment On the Pleadings Under PA. R.C.P. NO. 1034 and 1037. 4 cc Atty Belin ORDER, AND NOW, this 16th day of May, 2002, Rule issued upon the Plaintiff, Rule returnable for Written Response May 31, 2002. Argument and Hearing, if necessary, to be held the 13th day of June, 2002, at 10:00 a.m. by the Court, s/JKR,JR.,P.J. 3 cc Atty Belin	John K. Reilly Jr.
05/17/2002	Certificate of Service of Motion of Defendants for Partial Judgment on the Pleadings Under Pa. R. C. P. Nos. 1034 and 1037 upon JOHN R. CARFLEY, ESQ.. filed by s/Carl A. Belin, Jr., Esq. no cc	John K. Reilly Jr.
06/03/2002	Plaintiffs' Answer To Defendants' Motion For Partial Judgment. Filed by s/John R. Carfley, Esq. 1 cc Atty Carfley Certificate of Service, Plaintiffs' Answer to Defendants' Motion for Partial Judgment upon Carl A. Belin, Jr., Esq. Filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
06/19/2002	ORDER, AND NOW, this 13th day of June, 2002, re: Defendants' Motion for Partial Judgment on the Pleadings and the Answer thereto, etc. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley	John K. Reilly Jr.
02/10/2003	Praecipe For Non-Jury Trial. filed by s/Carl A. Belin, Esq. no cc Copy to CA Certificate of Readiness. filed by s/Carl A. Beline, Esq. no cc Copy to CA Certificate of Service, Praecipe for Non-Jury Trial and Certificate of Readiness upon JOHN R. CARFLEY, ESQ. filed by s/Carl A. Belin, Jr., Esq.	John K. Reilly Jr.
04/09/2003	Pre-Trial Order: Now this 9th day of 2003 trial without jury shall be on Friday, August 8, 2003, at 9:00 A. M. s/JKR	John K. Reilly Jr.
04/11/2003	Plaintiff's Motion In Limine. filed by s/John R. Carfley, Esq. 2 cc to Atty Carfley	John K. Reilly Jr.
04/14/2003	RULE, AND NOW, this 14th day of April, 2003, issued upon Defendants. Rule returnable the 5th day of May, 2003, for filing Written Response and 21st day of May, 2003, for Hearing thereon at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Carfley	John K. Reilly Jr.
04/25/2003	Answer To Motion In Limine. filed by s/Carl A. Belin, Jr., Esquire Certificate of Service 4 cc Atty Belin	John K. Reilly Jr.

Date: 05/19/2004

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:46 AM

ROA Report

Page 2 of 3

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date	Judge
06/25/2003	ORDER, AND NOW, this 25th day of June, 2003, re; Civil Non-Jury Trial is hereby RESCHEDULED from August 8, 2003 to Wednesday, September 10, 2003 at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 1 cc Atty J. Carfley, Belin John K. Reilly Jr.
07/07/2003	OPINION AND ORDER, NOW, this 7th day of July, 2003, re: Plaintiffs' Motion in Limine and Motion for Summary Judgment are hereby DISMISSED. by the Court, s/JKR,JR.,P.J. 1 cc to Carfley, Belin, and Mikesell John K. Reilly Jr.
09/11/2003	ORDER, NOW, this 10th day of September, 2003, re: Counsel to file briefs with this Court within thirty (30) days from this date, and ten (10) days thereafter for any reply Brief, if necessary. by the Court, s/JKR,JR.,P.J. 1 cc Atty Carfley, Belin John K. Reilly Jr.
11/25/2003	Findings of Fact. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley John K. Reilly Jr. OPINION AND ORDER, NOW, this 25th day of November, following Hearing and Briefs into the above-captioned Complaint In Equity judgment is hereby entered in favor of Mearle G. Bressler and Patricia Jane Bressler, Scott L. Bressler and Patricia J. Bressler and against Lanny Bloom, Sylvia Bloom and Gerald Bloom. by the Court, s/JKR,JR.,P.J. 1 cc to Atty Belin, Carfley, and Mikesell John K. Reilly Jr.
12/05/2003	Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler Motion For Post Trial Relief. filed by s/Carl A. Belin, Esq. Certificate of Service 5 cc Atty Belin John K. Reilly Jr. Plaintiffs' Post-Trial Motion For Judgment Notwithstanding The Verdict Or, In the Alternative, For A New Trial. filed by, s/John A Carfley, Esquire 3 cc Atty Carfley John K. Reilly Jr. Plaintiff's Request For Transcription Of Testimony. filed by, s/John R. Carfley, Esquire Certificate of Service 1 cc Atty Carfley John K. Reilly Jr.
12/19/2003	ORDER FOR TRANSCRIPT OF TESTIMONY, AND NOW THIS 19th day of December, 2003, re: Court Reporter responsible for the transcript of the above non-jury trial held on September 10, 2003, transcribe the entire transcript together with all exhibits attached thereto at Plaintiffs' response. by the Court, s/JKR,JR.,P.J. 1 cc Carfley, Belin John K. Reilly Jr.
02/05/2004	ORDER, AND NOW, this 5th day of Feb., 2004, re; Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief scheduled for Wed., Feb. 25, 2004, at 11:00 a.m. in Courtroom No. 2. by the Court, s/FJA,P.J. 1 cc Atty Carfley, Belin John K. Reilly Jr.
02/11/2004	Transcript Of Proceedings, Civil Non-Jury Trial. Held Before The Honorable John K. Reilly, Jr., President Judge on Wednesday, Sept. 10, 2003. filed. John K. Reilly Jr. ORDER, AND NOW, this 11th day of February, 2004, Argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief RESCHEDULED from Feb., 25, 2004 to Mar. 24, 2004, at 9:30 a.m. in Courtroom No. 2. by the Court, s/FJA, P.J. 2 cc & Memo to Atty Belin John K. Reilly Jr.
03/24/2004	ORDER, NOW, this 24th day of March, 2004, re: Plaintiff's Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative , for a New Trial; and argument thereon. Motion is DISMISSED. by the Court, s/JKR, JR., S.J., Specially Presiding cc Atty Carfley, Belin John K. Reilly Jr.
03/31/2004	Order, AND NOW, this 31st day of March, 2004, re: Defendants' Post Trial Motion to correct Findings of Fact and Conclusions of Law and an appropriate Order. by the Court, s/JKR,JR., S.J. 2 cc Atty Carfley, Belin John K. Reilly Jr.

Date: 05/19/2004

Time: 09:46 AM

Page 3 of 3

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date	Judge
04/14/2004	Filing: Praeclipe to Reduce Order to Judgment Paid by: Carfley, John R. (attorney for Bloom, Gerald) Receipt number: 1877259 Dated: 04/14/2004 John K. Reilly Jr. Amount: \$20.00 (Check) Order reduce to Judgment Notice to Defendant c/o Atty. Belin Praeclipe. To reduce Order of Court dated March 24, 2004 and Order of Court dated March 31, 2004, to Judgment. filed by, s/John R. Carfley, Esquire 1 cc to Atty, Notice to Atty.
04/22/2004	Filing: Appeal to High Court Paid by: Carfley, John R. (attorney for Bloom, John K. Reilly Jr. Lanny) Receipt number: 1877747 Dated: 04/22/2004 Amount: \$45.00 (Check) Notice of Appeal to Superior Court of Pennsylvania. filed by, s/John R. Carfley, Esquire Proof of Service 1 cc & ck #570 to Superior Court 2 cc Atty Carfley
04/29/2004	Appeal Docket Sheet 690 WDA 2004. filed. John K. Reilly Jr.
05/04/2004	ORDER, NOW, this 4th day of May, 2004, re: Counsel for Plaintiffs above named shall file with this Court a Concise Statement of Matters Complained Of On Appeal in accordance with Rule of Appellate Procedure 1925(b). by the Court, s/JKR, JR., S.J., Specially Presiding 4 cc Atty Carfley, 5 cc Atty Belin
05/10/2004	Miscellaneous Filing Statement of Matters Complained of on Appeal filed by John K. Reilly Jr. Atty. Carfley. 1 CC to Atty.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAY 19 2004

Attest.

Willie B. Bressler
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 02-95-CD

Lanny Bloom, Sylvan Bloom and Gerald Bloom

VS.

**Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife;
and Scott L. Bressler and Patricia J. Bressler, husband and wife**

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	01/18/02	Civil Complaint	46
02	02/11/02	Answer and New Matter	30
03	03/25/02	Sheriff Return	01
04	04/03/02	Motion of Defendants for Default Judgment against Plaintiffs under PA. R.C.P. No 1037(c) on the New Matter with Rule scheduling written response	38
05	04/15/02	Answer to Defendants' New Matter on behalf of Plaintiffs	06
06	04/15/02	Certificate of Service, Plaintiffs' Answer to Defendants' New Matter	01
07	05/16/02	Motion of Defendants for Partial Judgment on the Pleadings under PA. R.C.P. No. 1034 and 1037 with Order scheduling written response and argument	07
08	05/17/02	Certificate of Service, Motion of Defendants for Partial Judgment on the Pleadings under PA. R.C.P. Nos. 1034 and 1037	02
09	06/03/02	Plaintiffs' Answer to Defendants' Motion for Partial Judgment with Certificate of Service	04
10	06/19/02	Order, Re: Defendants' Motion for Partial Judgment on the Pleadings and the Answer thereto, etc.	05
11	02/10/03	Praecipe for Non-Jury Trial	02
12	02/10/03	Certificate of Readiness	02
13	02/10/03	Certificate of Service, Praecipe for Non-Jury Trial and Certificate of Readiness	02
14	04/09/03	Pre-Trial Order scheduling trial without jury	01
15	04/11/03	Plaintiffs' Motion for Limine with Rule returnable for written response filed April 14, 2003	09
16	04/25/03	Answer to Motion in Limine	46
17	06/25/03	Order, Re: Civil Non-Jury Trial rescheduled	01
18	07/07/03	Opinion and Order, Re: Plaintiffs' Motion in Limine and Motion for Summary Judgment	04
19	09/11/03	Order, Re: Briefing schedule	01
20	11/25/03	Findings of Fact	06
21	11/25/03	Opinion and Order, Re: Judgment entered	04
22	12/05/03	Defendants' Motion for Post-Trial Relief	09
23	12/05/03	Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the alternative, for a New Trial	04
24	12/05/03	Plaintiffs' Request for Transcription of Testimony	02
25	12/19/03	Order for Transcript of Testimony	01
26	02/05/04	Order, Re: Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the alternative, for a New Trial and Defendants' Motion for Post-Trial Relief scheduled	01
27	02/11/04	Transcript of Proceedings, Civil Non-Jury Trial held before the Honorable John K. Reilly, Jr. P.J. on September 10, 2003	Separate Cover
28	02/11/04	Order, Re: Argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the alternative, for a New Trial and Defendants' Motion for Post-Trial Relief Rescheduled	01
29	03/24/04	Order, Re: Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the alternative, for a New Trial Dismissed	01
30	03/31/04	Order, Re: Defendants' Post-Trial Motion to correct Findings of Fact and Conclusions of Law and an appropriate Order	03
31	04/14/04	Praecipe to Reduce Order to Judgment	06
32	04/22/04	Notice of Appeal to Superior Court of Pennsylvania	09
33	04/29/04	Appeal Docket Sheet, Superior Court Number 690 WDA 2004	06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 02-95-CD

Lanny Bloom, Sylvan Bloom and Gerald Bloom

VS.

**Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife;
and Scott L. Bressler and Patricia J. Bressler, husband and wife**

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
34	05/04/04	Order, Re: Counsel for Plaintiffs shall file a concise statement of matters complained of on appeal	01
35	05/10/04	Statement of Matters Complained of on Appeal	22

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

I, **William A. Shaw**, Prothonotary/Clerk of Courts of Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct copy of the whole record of the case therein stated, wherein

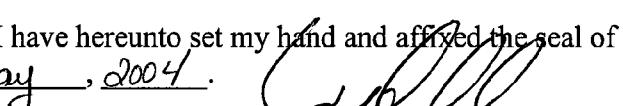
Lanny Bloom, Sylvan Bloom, and Gerald Bloom
VS.

Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife, and
Scott L. Bressler and Patricia J. Bressler, husband and wife

02-95-CD

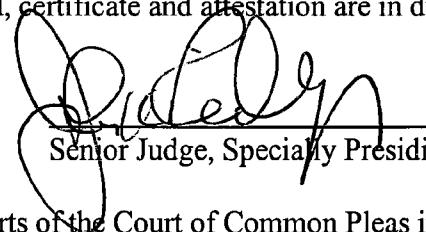
So full and entire as the same remains of record before the said Court, at No. **02-95-CD**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 19th Day of May, 2004.



Prothonotary/Clerk of Courts

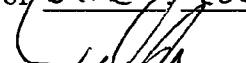
I, **John K. Reilly, Jr.**, Senior Judge, Specially Presiding, in the Forty-sixth Judicial District, do certify that **William A. Shaw** by whom the annexed record, certificate and attestation were made and given, and who, in his own proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said county, was at the time of so doing and now is Prothonotary/Clerk of Courts in and for said County of Clearfield, the Commonwealth of Pennsylvania, duly commissioned and qualified; to all of whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature, as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper officer.



Senior Judge, Specially Presiding

I, **William A. Shaw**, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable **John K. Reilly, Jr.**, Senior Judge, Specially Presiding, by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is Senior Judge, Specially Presiding, in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, this 21st day of June, 2004.



Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs.

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband
and wife,
Defendants

: No. 2002-95-CD

: Ejectment
Type of Document: Complaint

: Filed on behalf of:
Plaintiffs

: Counsel for this Party:
John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED

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William A. Shaw
Prothonotary

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No.

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband : Ejectment
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claims or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No.

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband : Ejectment
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :

COMPLAINT

AND NOW come the plaintiffs, Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their attorney, John R. Carfley, Esquire, bring this action in ejectment against Defendants, Mearle G. Bressler and Patricia Jane Rishel Bressler, Husband and wife, and Scott L. Bressler and Patricia J. Bressler, Husband and Wife, the following of which is a statement:

1. Plaintiff, Lanny Bloom, is an adult individual, presently residing at P. O. Box 13, New Millport, Pennsylvania, 16861.

2. Plaintiff is Sylvan Bloom, an adult individual, presently residing at P. O. Box 13, New Millport, Pennsylvania, 16861.

3. Plaintiff is Gerald Bloom, an adult individual presently residing at 2519 Dunhaven Glen, Georgia, 30278.

4. Defendants Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife are adult individuals presently residing at R. D. 1, Olanta, Clearfield County, Pennsylvania.

5. Defendants Scott L. Bressler and Patricia L. Bressler, husband and wife, are adult individuals presently residing at R. D. 1, Olanta, Clearfield County, Pennsylvania.

6. Plaintiffs own two tracts of land situate in Pike Township, Clearfield County, Pennsylvania, described as follows:

PARCEL NO. 1:

BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old Hemlock; thence by vacant land south eighty eight (88) degrees west, one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west, three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and ninety six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

PARCEL NO. 2:

BEGINNING at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1/4) mile East of New Millport Station; thence by the Western line of said Warrant, being the line of Ferguson Township, North four (4) degrees and seven (7) minutes East for a distance of two thousand eight hundred and sixty-three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35) degrees and forty-two (42) minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32) degrees and forty-seven (47) minutes East for a distance of three hundred thirteen and five-tenths (313.5) feet; thence still by same North twenty-three (23) degrees East for a distance of two hundred and sixty four (264) feet to a point in the northern line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six (86) degrees and twenty-seven (27) minutes East for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrant in two parts; thence by said division line and lands of Lex Starr, Perry Bowman and B. C. and K. L. Erhard, South four (4) degrees and twelve (12) minutes West for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the New York Central Railroad, Beech Creek Division; thence by said northern right of way line, being thirty-three (33) feet from the center line of said railroad,

measured at right angles thereto, North seventy-six (76) degrees and ten (10) minutes West for a distance of one thousand three hundred and fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant" and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) acres of land careful measurement.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land, the same being bounded and described as follows:

BEGINNING at a post on the South side of Township Road leading from Olanta to New Millport four hundred and sixteen (416) feet East of the Ferguson Township line; thence over lands of the Grantors South four (4) degrees seven (7) minutes West, five hundred (500) feet to a post corner; thence over lands of the Grantors North thirty-five (35) degrees forty-five (45) minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4) degrees seven (7) minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, its several courses and distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) acres, more or less.

ALSO excepting and reserving from the above described two (2) pieces or parcels of land all the coal, fire-clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described lands etc.

COUNT I - EJECTMENT

7. Plaintiffs acquired title to the aforementioned parcels of land on August 20, 1990, through the transfer of a deed from grantors, W. Hugh Norris and Grace Norris, recorded in the recorder's office of Clearfield County in Deeds & Records Volume 1445, Page 182. A true and correct copy of this deed is attached hereto as Exhibit "A" and incorporated herein as though fully set forth.

8. Parcel #1 of the said deed of conveyance is believed and therefore averred to contain acreage consisting of 56.4 acres as depicted on the survey map of Roy C. Kindig attached hereto as Exhibit "B" and incorporated herein as though fully set forth.

9. Parcel #2 of the said deed of conveyance is believed and therefore averred to contain acreage consisting of 118.9 acres as described in Deeds & Records Volume 1445, Page 182 attached as Exhibit "A".

10. The action in ejectment in the present case involves the continued trespass by the Defendants on portions of Parcel #1 identified by the Clearfield County Assessment Office as Parcel #126-H12-009.

11. Plaintiffs immediate predecessor in title, to wit, W. Hugh Norris, acquired legal title to two aforementioned parcels by deed of Daniel J. Spingola and Julia S. Spingola, dated the 11th day of August, 1948, and entered for record in the office of the Recorder of Deeds of Clearfield county, Pennsylvania, in Deed Book Volume 393, Page 205. A true and correct copy of this deed is attached hereto as Exhibit "C" and incorporated herein as though fully set forth.

12. W. Hugh Norris's immediate predecessor in title, to wit: Daniel J. Spingola and Julia S. Spingola, acquired the two aforementioned parcels by deed of Perry Bowman and Elizabeth Bowman, dated the 3rd day of August, 1948, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 392, Page 377. A true and correct copy of this deed is attached hereto as Exhibit "D" and incorporated herein as though fully set forth.

13. Daniel J. Spingola and Julia S. Spingola's immediate predecessor in title, to wit, Perry Bowman and Elizabeth Bowman acquired the two aforementioned parcels by deed of Frank G. Smith

and Eleanor U. Smith, dated the 2nd day of July, 1943, and entered for record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 351, Page 218. A true and correct copy of this deed is attached hereto as Exhibit "E" and incorporated herein as though fully set forth.

14. At the present time it is believed and therefore averred that the defendants make claim of title to Parcel #1 as described in Deeds & Records Volume 1445, Page 182, by virtue of two separate deeds of Robert Rishel and Genevieve Rishel, the first dated the 10th day of December, 1996, and entered for record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 539, Page 336; and the second dated the 30th day of November, 1974, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 693, Page 565. True and correct copies of these deeds are attached hereto as Exhibits "F1" and "F2" and incorporated herein as though fully set forth.

15. Robert Rishel and Genevieve Rishel, the Defendants' alleged predecessors in title, received a deed from Perry Bowman and Elizabeth Bowman attempting to convey the aforementioned two parcels, said deed being dated the 28th day of October, 1949, and entered for record in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania, in Deed Book 402, Page 344. A true and correct copy of this deed is attached hereto as Exhibit "G" and incorporated herein as though fully set forth.

16. It is believed and therefore averred that title to the two aforementioned parcels of land that Perry and Elizabeth Bowman

attempted to convey to Robert and Genevieve Rishel were already vested in W. Hugh Norris by virtue of the conveyance memorialized in Deed Book 393, Page 205, rendering the attempted conveyance to the Rishels null and void and insufficient to convey title.

17. Following their conveyance to Daniel J. Spingola and Julia S. Spingola, by deed attached as Exhibit "D", Perry Bowman and Elizabeth Bowman's immediate predecessor in title, Frank G. Smith and Eleanor U. Smith, attempted to re-transfer title to the property to the Bowmans by deed entered for record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 401, Page 380. A true and correct copy of this deed is attached hereto as Exhibit "H" and incorporated herein as though fully set forth.

18. It is believed and therefore averred that the attempted conveyance described above in Paragraph 15 is insufficient and inadequate to convey legal title to the two aforementioned parcels, in that legal title was already vested at that time in W. Hugh Norris as a result of the deed he received from Daniel and Julia Spingola in Deed Book 393, Page 205 which was prior in time to the aforementioned transfers.

19. It is believed and therefore averred that upon receiving the second deed from the Smiths attached as Exhibit "H", the Bowmans attempted to correct the extent of the property transferred to the Spingolas through a corrective deed dated the 3rd day of October, 1949, and entered for record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 401, Page 422. A true and correct copy of said deed is attached hereto as

Exhibit "I" and incorporated herein as though fully set forth.

20. It is believed and therefore averred that this deed is a self-serving document and is a nullity and is insufficient to convey legal title, in that, the grantees to this deed, Daniel J. Spingola and Julia S. Spingola, did not join in the deed and at the time of the attempted conveyance legal title was already vested in W. Hugh Norris as a result of the deed he received from Daniel and Julia Spingola recorded in Deed Book 393, Page 205.

21. it is believed and therefore averred that upon receiving the attempted corrective deed from the Bowmans attached as Exhibit "I", the Spingolas also attempted to correct the description of the property transferred to W. Hugh Norris through an additional corrective deed dated the 4th day of October, 1949, and entered for record in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book 401, Page 426. A true and correct copy of said deed is attached hereto as Exhibit "J" and incorporated herein as though fully set forth.

22. It is believed and therefore averred that this deed is a self-serving document and is a nullity and is insufficient to convey legal title, in that, the grantee to this deed, W. Hugh Norris, did not join in the deed and at the time of the attempted conveyance legal title was already vested in him as a result of the deed he received from Daniel and Julia Spingola recorded in Deed Book 393, Page 205 and any conveyance of a portion or all of the parcel would have required his joinder.

23. The said W. Hugh Norris was a career naval officer and as a result was outside the Clearfield County area for long periods of

time. As a result he and his wife were unable to observe the property in question.

24. It is believed and therefore averred that during those periods of time when the legal owners were absent from the jurisdiction, Perry Bowman and Elizabeth Bowman, without color of title attempted to exercise dominion over the said parcel and permitted and abetted the conveyance of certain parcels of land to other individuals including the following:

- (a) Assessment Number 126-H12-009.1
- (b) Assessment Number 126-H12-31

25. It is believed and therefore averred that the above referenced transfers were void ab initio and that the defendants have no legal claim of title to the property described as Clearfield County Assessment #126-H12-009 nor to the properties described in Paragraph 24 (a-b) since the Defendants and their successors in title claim title based upon conveyances made following the property's legal transfer of title to other owners by prior deeds.

WHEREFORE, Plaintiffs request that this court enter judgment in favor of the Plaintiffs and against the Defendants pursuant to Pennsylvania Rule of Civil Procedure 3160 for possession of the real property described above.

COUNT II - ACTION FOR DAMAGES

26 Plaintiffs incorporate paragraphs 1-25 of this complaint herein by reference as though fully set forth.

27. Because of Defendants' inappropriate and unlawful use of said real property, and the transfer for value of those parcels hereinabove identified in Paragraphs 24(a) and (b), Plaintiffs have suffered damages in an amount exceeding the jurisdictional amount requiring arbitration.

WHEREFORE, Plaintiffs request this Honorable Court to enter judgment in favor of Plaintiffs and against the Defendants in an amount to be determined at trial.

COUNT III - ACTION TO RESCIND TRANSFERS OF REALTY

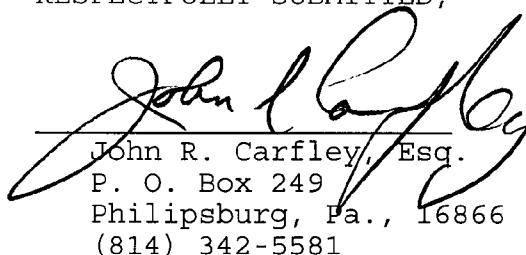
28. Plaintiffs incorporate by reference Paragraphs 1-27 of this complaint as fully as though set forth at length.

29. The transfers of real estate by the Defendants to those individuals named in Paragraphs 24(a) & (b) hereof was illegal, without authority and without color of title to the said premises.

30. The said conveyances are in derogation of the plaintiffs' rights to the surface and mineral estate underlying the said premises and should be set aside by this court as a transfer intended to defraud the legal and equitable owner of the said premises.

WHEREFORE, Plaintiffs request this Honorable Court to enter an order setting aside the transfers of these properties as fraudulent and to vest full right, title and interest in the premises in the Plaintiffs. In the alternative Plaintiffs request this Honorable Court to award damages representing the fair market value of the said properties conveyed by Defendants.

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: August 29, 2001

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Larry L. Bors". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Dated: August 28, 2001

VOL 1445 PAGE 182

No. 50 DEED - Adopted by Allegh. Co. Bar Assoc.
© 1968, P. O. Nally Co., Pgh., PA 15219

AFFIDAVIT No. 1945

This Indenture

Made the 20th day of August 1990,

Between W. HUGH NORRIS, an unmarried man,

party of the first part and

SYLVAN BLOOM, LANNY BLOOM and GERALD BLOOM

parties of the second part:

Witnesseth, that the said party of the first part, in consideration of
ONE DOLLAR AND OTHER VALUABLE CONSIDERATION

to him now paid by the said parties of the second part, does grant, bargain, sell
and convey unto the said parties of the second part, their heirs and assigns,

All those certain two pieces or parcels of land, situate in the Township of Pike, County
of Clearfield and State of Pennsylvania,

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PARCELS.

PROPERTY ADDRESS: R.D. 1, OLANTA, PENNSYLVANIA

Said two (2) pieces or parcels of land being the same premises which Daniel J. Spingola
and Julia S. Spingola, his wife, granted and conveyed unto W. Hugh Norris and Grace
Norris, husband and wife, by Deed dated August 11, 1948 and recorded October 11, 1948,
in the Recorder's Office of Clearfield County, PA in Deed Book Volume 393, Page 205.
The said Grace Norris having died 2/3/90 whereupon title to described premises
vested in Grantor herein.

002153
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER FEB 29 1982
TAX P.B. 11352

CURWENSVILLE AREA SCHOOL DISTRICT
1% REALTY TRANSFER TAX
AMOUNT \$ 311.00
PAID 2-28-92 KAREN L. STARCK
Date Agent

EXHIBIT

A

EXHIBIT "A"

All those certain two pieces or parcels of land, situate in the Township of Pike, County of Clearfield and State of Pennsylvania,

THE FIRST THEREOF being bounded and described as follows:-

Beginning at a Cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg South two (2) degrees East three hundred and twenty (320) perches to an old Hemlock; thence by vacant land South eighty-eight (88) degrees West, one hundred and sixty (160) perches; thence by land of Joseph Covett North two (2) degrees West, three hundred and twenty (320) perches and thence by land of said Patterson Company North eighty-eight (88) degrees East, one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime: six (6) acres and ninety-six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, page 299; Thirty (30) Acres conveyed to Bert C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed Book 82, page 217.

THE SECOND THEREOF being bounded and described as follows:-

Beginning at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1/4) mile East of New Millport.

Station; thence by the western line of said Warrant, being the line of Ferguson Township, North four (4) degrees and seven (7) minutes East for a distance of two thousand eight hundred and sixty-three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35) degrees and forty-two (42) minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32) degrees and forty-seven (47) minutes East for a distance of three hundred thirteen and five-tenths (313.5) feet; thence still by the same "North twenty-three (23) degrees East for a distance of two hundred and sixteen (264) feet to a point in the northern line of the Warrant and 1/3 of lands of Jennie Bloom; thence by said line South eighty-six (86) degrees and twenty-seven (27) minutes East for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrant in two parts; thence by said division line and lands now of Lex Starr, Perry Bowman and B.C. and K. L. Erhard, South four (4) degrees and twelve (12) minutes West for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the "New York Central Railroad, Beech Creek Division; thence by said northern right of way line, being thirty-three (33) feet from the center line of said railroad, measured at right angles thereto, North seventy-six (76) degrees and ten (10) minutes West for a distance of one thousand three hundred and fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant" and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) Acres of land careful measurement.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land, the same being bounded and described as follows:-

Beginning at a post on the South side of Township Road leading from Olanta to New Millport four hundred and sixteen (416) feet East of the Ferguson Township line; thence over lands of the Grantors South four (4) degrees seven (7) minutes West, five hundred (500) feet to a post corner; thence over lands of the Grantors North thirty-five (35) degrees forty-five (45) minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4) degrees seven (7) minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, in several courses and distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

W.W.P.

Also Excepting and Reserving from the above described two (2) pieces or parcels of land all the coal, fire-clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described lands for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, culverts, railroads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

Wynn

with the appurtenances: To Have and To Hold the same unto and for the use of the said parties of the second part, their heirs and assigns forever,

And the said party of the first part

for his heirs, executors and administrators covenant with the said parties of the second part, their heirs and assigns against all lawful claimants

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT ~~DOES NOT~~ SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hand and seal of the said party of the first part.

Witness:

Jerry Hooper

W. Hugh Norris



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania

County of _____

} ss.

On this the _____ day of _____, A.D. 19_____, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument and acknowledged that _____ executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

My commission expires _____

(Title of Officer)

VOL 1445 PAGE 186

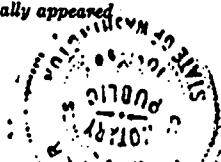
Commonwealth of Pennsylvania
County of _____ } ss.

On this _____ day of
A.D. 19____, before me
in and for said
came the above named

State of WASHINGTON

County of CLALLAM

On this, the 20th day of August, 1990
before me Pam Hooper
the undersigned officer, personally appeared
W. HUGH NORRIS



known to me (or satisfactorily proven) to be the
person whose name is subscribed to the
within instrument and acknowledged that he
executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and
official seal.

Pam Hooper

NOTARY PUBLIC FOR THE STATE OF WASHINGTON
Title of Officer.

My Commission Expires. 10/1/90

Certificate of Residence

I,

precise residence is SYLVAN Blco 177

do hereby certify that

Witness my hand this BoY 30th day of
NEW MILLICKET, 16861 day of

Sylvan Blco

Entered 3/1/00
Entered 153-50
Recorded File 705
Recorded File 705
Number 153-50



Page _____

From _____

To _____

Fee \$ _____

P. O. Not Co., Law Book Publishers
407 Fourth Avenue, Pittsburgh, Pa. 15222

Commonwealth of Pennsylvania
County of Clearfield } ss.

CLEARFIELD COU Y
ENTERED OF RECO.D
TIME 11:55 AM 2-28-92
BY Sylvia Starck
FEES 15.00

Karen L Starck, Recorder

Recorded on this 28th day of Feb
A.D. 1992, in the Recorder's office of the Clearfield County, in Deed Book,
Volume 1445, page 182

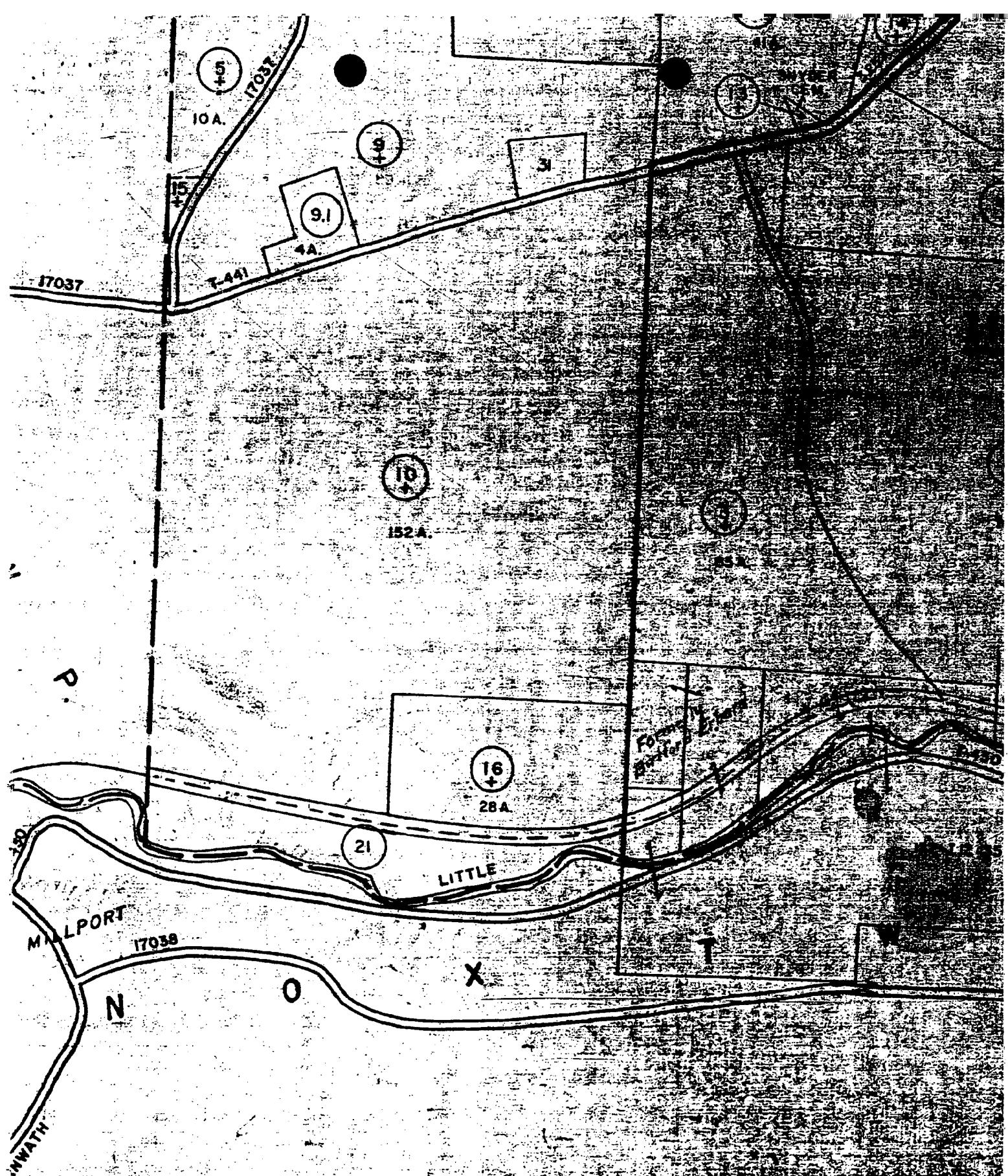
Given under my hand and the seal of the said office, the day and year
aforesaid.

Karen L Starck

Recorder.

My Commission Expires
First Monday in January, 1996

Entered of Record Feb 28 1992 11:55 AM Karen L Starck, Recorded



tables*

B

293/205

This Deed,

Made the 11th day of August in the year Nine
Hundred and Forty-eight

Between Daniel J. Spingola and Julia S. Spingola, his wife, of the
Borough of Clearfield, Clearfield County, Pennsylvania, parties of
the first part, hereinafter called the Grantors, and W. Hugh Norris
and Grace Norris, husband and wife, of Pike Township, Clearfield County,
Pennsylvania, parties of the second part, as tenants by entireties,
hereinafter called the Grantees.

Witnesseth, that in consideration of One (\$1.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do
hereby grant and convey to the said grantees, their heirs and assigns
All those certain two pieces or parcels of land, situate in the Township
of Pike, County of Clearfield and State of Pennsylvania,

THE FIRST THEREOF being bounded and described as follows:-

Beginning at a Cucumber tree, corner of land of Patterson
Company, bounded on the south by land of John and B. Imhoff, thence by said line and by
land of W. A. Bloom, South two (2) degrees East three hundred and
twenty (320) perches to an old Hemlock; thence by vacant land South
eighty-eight (88) degrees West, one hundred and sixty (160) perches;
thence by land of Joseph Covett North two (2) degrees West, three hundred
and twenty (320) perches and thence by land of said Patterson Company
North eighty-eight (88) degrees East, one hundred and sixty (160) perches
to place of beginning. Excepting and reserving therefrom the following
pieces of land conveyed by William A. Bloom in his lifetime: Six (6) Acres
and ninety-six (96) perches conveyed to Levi Bloom by deed recorded at
Clearfield in Deed Book 23, page 299; Thirty (30) Acres conveyed to Bert
C. Erhard and Kinsley L. Arhard by deed recorded at Clearfield in Deed
Book 82, page 217.

THE SECOND THEREOF being bounded and described as follows:-

Beginning at a point in the western boundary line of the "John
Ladd Howell Warrent" of which this is a part, at the intersection thereof
with the northern right of way line of the New York Central Railroad,
Beech Creek Division, about one-fourth (1/4) mile East of New Millpoint

EXHIBIT

tables

C

Station; thence by the Western line of said Warrent, being the line of Ferguson Township, North four degrees and seven (7) minutes East for a distance of two thousand eight hundred and sixty-three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35) degrees and forty-two (42) minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32) degrees and forty-seven (47) minutes East for a distance of three hundred thirteen and five-tenths (313.5) feet; thence still by the same North twenty-three (23) degrees East for a distance of two hundred and six (264) feet to a point in the northern line of the Warrent end of lands of Jennie Bloom; thence by said line South eighty-six (86) degrees and twenty-seven (27) minutes East for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrent in two parts; thence by said division line end lands now of Lex Starr, Perry Bowman and B.C. and K. L. Erhard, South four (4) degrees and twelve (12) minutes West for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the New York Central Railroad, Beech Creek Division; thence by said northern right of way line, being thirty-three (33) feet from the center line of said railroad, measured at right angles thereto, North seventy-six (76) degrees and ten (10) minutes West for a distance of one thousand three hundred and fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrent" and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) Acres of land careful measurement.

EXCEPTING AND RESERVING therefrom a certain piece or parcel of land, the same being bounded and described as follows:-

Beginning at a post on the South side of Township Road leading from Olants to New Millport four hundred and sixteen (416) feet East of the Ferguson Township line; thence over lands of the Grantors South four (4) degrees seven (7) minutes West, five hundred (500) feet to a post corner; thence over lands of the Grantors North thirty-five (35) degrees forty-five (45) minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4) degrees seven (7) minutes East, five hundred (500) feet to Township Road leading from Olants to New Millport; thence along the South side of said Township Road, its several courses and distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

Also Excepting and Reserving from the above described two (2) pieces or parcels of land all the coal, fire-clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described lands for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

Said two (2) pieces or parcels of land being the same premises which Frank G. Smith, et al, by their deed dated July 2, 1943, recorded at Clearfield in Deed Book 351, page 218, granted and conveyed unto Perry Perry Bowman and Elizabeth Bowman, his wife, and being the same premises which Perry Bowman and Elizabeth Bowman, his wife, by their deed dated the 3rd day of August, A.D., 1948, recorded at Clearfield in Deed Book page granted and conveyed unto Daniel J. Spingola, one of the Grantors herein named.

a northerly direction by Shaw lot one hundred twenty six (126) feet, more or less, to an alley and place of beginning.

Being part of the same tract of land which Fred W. Conklin, widower, conveyed to Walter W. Johnston and J. Kenneth Johnston, the present grantors, as joint tenants by deed dated the 10th day of February, 1948, recorded at Clearfield in Deed Book No. 391, page 273. A deed dated June 1, 1948, having been made by the present grantors to the present grantees, for a lot adjoining the property herein conveyed, this deed is in the nature of a correction to convey the proper premises.

And the said grantors do hereby warrant specially the property hereby conveyed.

In Witness whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
Stephen A. Herbert Jr.

Walter W. Johnston (LS)
Dorothy P. Johnston (LS)
J. Kenneth Johnston (LS)
Mildred B. Johnston (LS)

COMMONWEALTH OF PENNSYLVANIA
County of Clearfield

SS:

On this the 27 day of August 1948, before me Weir W. Mullen, the undersigned officer, personally appeared Walter W. Johnston and Dorothy P. Johnston, his wife, and J. Kenneth Johnston and Mildred B. Johnston, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

In Witness whereof, I have hereunto set my hand and official seal.

Weir W. Mullen (OFF SEAL)
Recorder of Deeds
My Commission expires First Monday in January 1952

I hereby certify that the precise address of the grantees herein is 540 Nichols Street, Clearfield, Pennsylvania, and this deed being made to correct a former deed, there is no actual consideration.

U. S. Revenue \$.50

Entered of Record Aug. 30, 1948 10:48 A. M.

Recorded and Compared by

Weir W. Mullen
Recorder of Deeds

DEED) This Deed, Made the third day of August in the year Nineteen
PERRY BOWMAN ET AL) Hundred and forty eight Between Perry Bowman and
TO) Elizabeth Bowman, his wife, of the Borough of Curwens-
DANIEL J. SPINGOLA) ville, Clearfield County, Pennsylvania, parties of the
first part, hereinafter called the grantors, AND Daniel
J. Spingola of the Borough of Clearfield, Clearfield
County, Pennsylvania, party of the second part, hereinafter called the grantee,

Witnesseth, that in consideration of One (\$1.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, his heirs and assigns,

All those certain two (2) pieces or parcels of land situate in the Township of

EXHIBIT

D

Pike, Clearfield County, Pennsylvania.

The first thereof being bounded and described as follows:

Beginning at a Cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg south two (2) degrees east three hundred and twenty (320) perches to an old hemlock; thence by vacant land south eighty eight (88) degrees west one hundred and sixty (160) perches; thence by land of Joseph Covett north two (2) degrees west three hundred and twenty (320) perches and thence by land of said Patterson Company north eighty eight (88) degrees east one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime; Six (6) acres and ninety six (96) perches conveyed to Levi Bloom by deed recorded in Deed Book "T", page 781; fifteen (15) acres to Enos Bloom by deed recorded in Deed Book No. 23, page 299; thirty (30) acres conveyed to Bert C. Erhard and Kinsey L. Erhard by deed recorded in Deed Book No. 82, page 217.

The Second Thereof being bounded and described as follows:

Beginning at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one fourth ($\frac{1}{4}$) mile east of New Millport Station; thence by the Western line of said warrant, being the line of Ferguson Township, north four (4) degrees and seven (7) minutes east for a distance of two thousand eight hundred and sixty three and four tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams north thirty five (35) degrees and forty two (42) minutes east for a distance of nine hundred and fifty seven (957) feet; thence by same north thirty two (32) degrees and forty seven (47) minutes east for a distance of three hundred thirteen and five tenths (313.5) feet; thence still by the same north twenty three (23) degrees east for a distance of two hundred and sixty four (264) feet to a point in the northern line of the warrant and line of lands of Jennie Bloom; thence by said line south eighty six (86) degrees and twenty seven (27) minutes east for a distance of six hundred (600) feet at a point; the northern end of the line dividing said warrant in two parts; thence by said division line and lands now of Lex Starr, Perry Bowman and R. C and K. L. Erhard, south four (4) degrees and twelve (12) minutes west for a distance of four thousand five hundred and forty one (4541) feet to a point in the northern right of way line of the New York Central Railroad, Beech Creek Division; thence by said northern right of way line, being thirty three (33) feet from the center line of said railroad, measured at right angles thereto, north seventy six (76) degrees and ten (10) minutes west for a distance of one thousand three hundred and fifty two and eight tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant", and the place of beginning. Containing one hundred eighteen and nine tenths (118.9) acres of land, careful measurement.

Excepting and reserving therefrom a certain piece or parcel of land, the same being bounded and described as follows:

Beginning at a post on the south side of Township road leading from Olanta to New Millport four hundred and sixteen (416) feet east of the Ferguson Township line; thence over lands of the grantors south four (4) degrees seven (7) minutes west five hundred (500) feet to a post corner; thence over lands of the grantors north thirty five (35) degrees forty five (45) minutes east five hundred (500) feet to a post corner; thence still over lands of the grantors north four (4) degrees seven (7) minutes east five hundred (500) feet to Township road leading from Olanta to New Millport; thence along the south side of said Township road, its several courses and distances five hundred (500) feet more or less to post on said Township road and place of beginning. Containing in all about six (6) acres, more or less.

Also excepting and reserving from the above described two (2) pieces or parcels of land all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described lands for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market and taking, storing, removing and transporting the same, and for these purposes the said grantors shall have the right to mine and remove the said coal, fire clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miner's houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas from said lands.

Said two (2) parcels of land being the same premises which Frank G. Smith et al by their deed dated July 2nd 1943, recorded at Clearfield in Deed Book 351, page 216, granted and conveyed unto Perry Bowman and Elizabeth Bowman, his wife, the grantors herein named.

And the said grantors do hereby covenant and agree to and with the said grantee, that they the grantors, their heirs, executors and administrators shall and will generally warrant and forever defend the herein above described premises with the hereditaments and appurtenances, unto the said grantee, his heirs and assigns, against the said grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

In Witness whereof, said grantors have hereunto set their hands and seals the day and year above written.

Sealed and delivered

Perry Bowman (SEAL)

in the presence of

Elizabeth Bowman (SEAL)

G. C. Olson

State of Pennsylvania SS:
County of Clearfield

On this the 21 day of August 1948, before me the undersigned officer, personally appeared Perry Bowman and Elizabeth Bowman, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness whereof, I hereunto set my hand and official seal.

G. C. Olson (OFF SEAL)

Notary Public

Title of Officer

My Commission expires March 11, 1949

Residence Certificate

August 3rd 1948

I hereby certify that the precise residence of the within named grantee is Borough of Clearfield, Clearfield County, Pennsylvania.

A. B. Shaw
Attorney for grantees

by deeds duly recorded.

AND the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors, their heirs, executors and administrators Shall and will Specially Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof.

IN WITNESS WHEREOF said grantors have hereunto set their hands and seals the day and
year first above written.

Sealed and delivered in the presence of	W. Wallace Smith	L. S.
	Elizabeth R. Smith	L. S.
	Frank W. Short	L. S.
U. S. Revenue \$ 55	Anna R. Short	L. S.

State of Pennsylvania

County of Glamorgan

On this, the 28 day of May, 1943, before me Geo. W. Guyler Recorder of Deeds, the undersigned officer, personally appeared W. Wallace Smith and Elizabeth R. Smith, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they have executed the same for the purposes therein contained. IN witness whereof, I hereunto set my hand and official seal.

Geo. W. Gaylord (Off. Seal)
Recorder of Deeds

My Commission Expires ^{Title of Officer} First Monday in January 1944

State of Pennsylvania : SS:

On this 9th day of June, 1943, before me the undersigned officer, personally appeared Frank W. Short and Anna R. Short, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and seal this 10th day of October, 1870.

my hand and official seal.
John W. Summers (off. seal)

Notary Public

My Commission Expires April 13th, 1945
I hereby certify that the precise residence of the grantees or grantees is Hyde City,
Clairfield County, Pennsylvania.

W. Wallace Smith

Entered of Record July 3 1943 9:30 A.M.

Recorded and Compared by

Recorder

DEED : THIS DEED

FRANK G. SMITH ET AL : Made the Second day of July in the year Nineteen Hundred and
TO : Forty-three. BETWEEN Frank G. Smith and Eleonor J. Smith, his
PERRY BOWMAN ET AL : wife, of the Borough of Clearfield, County of Clearfield, and
State of Pennsylvania, first parties, hereinafter called Grantees
and Perry Bowman and Elizabeth F. Bowman, his wife, as tenants by entireties, with right
of survivorship, of Curwensville, Clearfield County, Pennsylvania, second parties, here-
inafter called Grantees.

WITNESSETH, that in consideration of Eighteen hundred fifty (\$1850.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grangers do hereby grant,

EXHIBIT

E

and convey to the said grantees,

ALL the right, title and interest of the grantors in and to all those two certain tracts of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a Cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg South two degrees east three hundred and twenty (320) perches to an old hemlock; thence by vacant land south eighty-eight degrees west one hundred and sixty (160) perches; thence by line of Joseph Covett north two degrees west three hundred and twenty (320) perches; and thence by line of said Patterson Company north eighty-eight degrees east one hundred and sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime: Six acres and ninety six perches conveyed to Levi Bloom by deed recorded in Deed Book "T", page 761; fifteen acres and twenty-three and one-half perches conveyed to Enoch Bloom by deed recorded in Deed Book 23, page 299; thirty acres conveyed to Bert C. Ehrhard and Kinsley L. Ehrhard by deed recorded in Deed Book No. 82, page 217.

THE SECOND THEREOF: Being all that certain tract of land bounded and described as follows: Beginning at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth mile east of New Millport Station; thence by the western line of said warrant being the line of Ferguson Township, north four degrees and seven minutes east for a distance of two thousand eight hundred and sixty three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams north thirty-five degrees and forty-two minutes east for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two degrees and forty-seven minutes east for a distance of three hundred and thirteen and five-tenths (313.5) feet; thence still by the same north twenty-three degrees east for a distance of two hundred and sixty four (264) feet to a point in the northern line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six degrees and twenty-seven minutes east for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrant in two parts; thence by said division line and lands now of Lex Stirr, Perry Bowman and B. C. and K. L. Ehrhard, south four degrees and twelve minutes west for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the New York Central Railroad, Beech Creek Division; thence by said northern right of way line, being thirty three (33) feet from the center line of said railroad, measured at right angles thereto, north seventy-six degrees and two minutes west for a distance of one thousand three hundred and fifty two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant", and the place of beginning. Containing one hundred and eighteen and nine-tenths (118.9) acres of land, careful measurement.

EXCEPTING AND RESERVING from all the above described pieces or parcels of land, all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described land, for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these

purposes the said Grantors shall have the right to mine and remove the said coal, fire clay, other minerals, oil and gas according to any and all known and modern methods, including the right to strip the surface, (together with the right of using and occupying so much of the surface of the aforesaid lands for drifts, headings, openings, shafts, air shafts, tipples, dumps, chutes, roads, railroads, lateral railroads, electric power or transmission lines, improvements and other buildings), except miners' houses, upon, over, across and through said lands and the surface of the same, so far as may be necessary or convenient for the proper working of any mine or mines, for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages that may be done from the exercise of rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas.

Said two parcels of land being the same premises which were conveyed to John David Straw by Perry Bowman, by deed dated June 24, 1922, and recorded in Deed Book 257, at page 561, title to which subsequently passed to Harrison Straw, being part of the same premises which Percy E. Smith, High Sheriff of the County of Clearfield, Pa., by his deed dated August 12, 1929, recorded at Clearfield, Pa., in Deed Book 284, page 161, granted and conveyed to The County National Bank of Clearfield, Pa., and being the same premises which the Court of Common Pleas of Clearfield County, by an order dated May 2, 1942, and filed in said Court to No. 292 May Term, 1942, authorized and directed the Receiver of said bank to convey to H. M. McGirvey, Trustee, and being the same premises which were conveyed to the grantors herein by deed of Howard M. McGirvey, et ux., dated 18th May, 1942, recorded in the office of the Register & Recorder in and for Clearfield County, Pa., in Deed Book 348, page 229, and the same premises which were conveyed to the grantors herein by deed of Clearfield County Commissioners, dated the 18th day of November, 1942, recorded in the office of the Register & Recorder in and for Clearfield, Pa., in Deed Book 346, page 119.

AND the said grantors, do hereby covenant and agree to and with the said grantees, that they, the grantors, their heirs, executors and administrators shall and will Specially Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, their heirs and assigns against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof

IN WITNESS WHEREOF said grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of

M. B. Gingher

M. B. Gingher

State of Pennsylvania

County of Clearfield

Frank G. Smith

L. S.

Frank G. Smith

Eleanor U. Smith

L. S.

(Eleanor U. Smith)

On this, the 2nd day of July, 1943, before me, the undersigned officer, personally
appeared Frank G. Smith and Eleanor U. Smith, who were known to me, and

proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

M. B. Gingher (off. seal)

My Commission Expires February 17, 1946

Title of Officer

I hereby certify that the precise residence of the grantee or grantees is Curwensville, Clearfield County, Pennsylvania.

Smith & Maine

Entered of Record July 3 1943 9:50 A.M.

Recorded and Compared by

Recorder

DEED : THIS DEED, Made this 30th day of June in the year Nineteen
MARC A. MEENAN ET AL TRS. : hundred and forty-three. BETWEEN Seth T. Bailey and Marc A.
TO : Meenan, Trustees, of the Township of Sandy, County of Clearfield
JOSEPH MISIEWICZ ET AL : and State of Pennsylvania, (hereinafter called the Grantors), and
Joseph Misiewicz and Annie Misiewicz, his wife, tenants by en-
tireties, of the same place, (hereinafter called the Grantees),

WITNESSETH, that in consideration of twenty-five hundred (\$2500.00) Dollars, in hand
paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey
to the said Grantees, their heirs and assigns, ALL those four certain lots or pieces of land
situate in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows,
to wit:

THE FIRST THEREOF being situate, lying and being in Loeb Brothers Addition No. 2 to DuBois,
known in the plan of said Loeb Brothers Addition No. 2 is lot No. 48 Section A, bounded
on the North side by Phoenix Alley; on the East by lot No. 47; on the South by Atlantic
Avenue; on the West by Lot No. 49; and being Lot No. 48 Section A.

THE SECOND THEREOF bounded on the North by Phoenix Alley, on the east by Lot No. 48; on
the South by Atlantic Avenue and on the West by lot No. 50, and being Lot No. 49, Section
A, in Loeb Brothers Addition No. 2 to DuBois, as per plat of said addition recorded at Clear-
field, Pennsylvania in Miscellaneous Book T, page 388.

On the 10th day of December in the year
nineteen hundred and sixty-six.

Between ROBERT RISHEL and GENEVIEVE RISHEL, his wife, of Cypress, Orange County, California, hereinafter called

Grantors

JOE MEARLE BRESSLER and PATRICIA BRESSLER, his wife, son-in-law and daughter of Grantors, as tenants by the entireties, of Pike Township, Clearfield County, Pennsylvania, hereinafter called

Grantee

Witnesseth, That in consideration of One Dollar

Dollars,

In hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to said Grantee

All that certain piece, parcel or tract of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the northerly right of way of Township Road No. T-4111 running between New Millport and Olanta; thence along other land of Grantors herein North 15 degrees 20 minutes West 150.0 feet to a post; thence continuing along other land of Grantors North 71 degrees 40 minutes East 190.0 feet to a post; thence continuing along other land of Grantors North 15 degrees 20 minutes West 283.5 feet to a post; thence continuing along other land of Grantors North 71 degrees 40 minutes East 336.2 feet to a post; thence continuing along other land of Grantors South 15 degrees 20 minutes East 433.5 feet to a post; thence along the northerly right of way of Township Road No. T-4111 South 71 degrees 40 minutes West 526.2 feet to a post; the place of beginning. Containing approximately 4 acres.

Being a part of the same premises which Harry Bowman and Elizabeth Bowman, his wife, conveyed to Robert Rishel, one of the Grantors herein, by deed dated the 28th day of October, 1943 and recorded in Clearfield County in Book 1027 page 115.

Referred hereto and contained in this instrument of the property herein surveyed.

EXHIBIT

F-1

Grantors covenant that they will warrant the property hereby conveyed.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 884.]

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the
Presence of

Robert Rishel *Genevieve Rishel*
Robert Rishel
Genevieve Rishel
SEAL
SEAL
SEAL
SEAL

STATE OF CALIFORNIA
Commonwealth of Pennsylvania
County of ORANGE

On this the 10th day of December, A. D. 1966
before me *Walter E. Lester* the undersigned officer, personally appeared

ROBERT RISHEL and GENEVIEVE RISHEL, his wife, known to me
(or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires 12-22-69

This 10th day of December, 1966

NOTE—In case of loss, destruction, or damage to General Warranty Deed, or of loss, destruction, or damage to Special Warranty Deed, or of Assembly, Conveyance and Deed, Section 1, and

NOTARY No. 20 ADOPTED DEED (With Seal Matrix)
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of the United States

For Sale by F. O. May Co., Law Books Publishers
424 Fourth Avenue, Pittsburgh, Pa. 15222

BOOK 693 PAGE 565

This Indenture

made the 30th day of November in the year of our Lord, one thousand nine hundred and Seventy-Four

Between ROBERT RISHEL and GENEVIEVE RISHEL, his wife, of Lawrence Township, Clearfield County, Pennsylvania,

parties of the first part and

PATRICIA JANE RISHEL BRESSLER and MEARLE GLENN BRESSLER, her husband, of Clearfield County, R. D. #1, Olanta, Pennsylvania 16863,

parties of the second part:

Witnesseth, that the said party of the first part, in consideration of One (\$1.00) Dollar

to them now paid by the said party of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

All that certain property located in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a cucumber tree corner of land now or formerly of Patterson Company and on a line now or formerly of Richard Humphreys; thence by said line and by line now or formerly of Gustavus Risburg, South two (2) degrees East three hundred and twenty (320) perches to an old hemlock; thence by vacant land South eighty-eight (88) degrees West one hundred sixty (160) perches; thence by land now or formerly of Joseph Covett North two (2) degrees West three hundred twenty (320) perches; and thence by land of said Patterson Company North eighty-eight (88) degrees East one hundred sixty (160) perches to place of beginning.

EXCEPTING AND RESERVING therefrom the following piece of land conveyed by William A. Bloom in his lifetime; six (6) acres and ninety-six (96) perches conveyed to Levi Bloom by Deed recorded in Deed Book T, Page 761; fifteen (15) acres and twenty-three and one-half (23½) perches conveyed to Ennis Bloom, by Deed recorded in Deed Book 23, Page 299; thirty (30) acres conveyed to Bert E. Erhard and Kensey L. Erhard by Deed recorded in Deed Book No. 82, Page 217.

THE SECOND THEREOF: BEING all that certain tract of land bounded and described as follows: BEGINNING at a point in the Western boundary line of the (John Ladd Howell Warrant) of which this is a part, at the

EXHIBIT

tabbed

F-2

BOOK 693 PAGE 566

intersection thereof with the Northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1) mile East of New Millport Station; thence by the Western line of said Warrant being the line of Ferguson Township, North four (4) degrees and seven (7) minutes East for a distance of two thousand eight hundred and sixty-three and four-tenths (2,863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35) degrees and forty-two (42) minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32) degrees and forty-seven (47) minutes East for a distance of three hundred and thirteen and five-tenths (313.5) feet; thence still by the same North twenty-three (23) degrees East for a distance of two hundred sixty-four (264) feet to a point in the North line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six (86) degrees and twenty-seven (27) minutes East for a distance of six hundred (600) feet to a point; the North end of line dividing said Warrant in two (2) parts; thence by said division line and lands now or formerly of Lex Starr, Perry Bowman and B. C. and K. L. Erhard, South four (4) degrees and twelve (12) minutes West for a distance of four thousand five hundred forty-one (4,541) feet to a point in the Northern right of way line of the New York Central Railroad, Beech Creek Division, thence by said Northern right of way line, being thirty-three (33) feet from the center line of said railroad, measured at right angles thereto, North seventy-six (76) degrees and ten (10) minutes West for a distance of one thousand three hundred fifty-two and eight-tenths (1,352.8) feet to the point in the Western line of the John Ladd Howell Warrant, and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) acres of land, careful measurement.

EXCEPTING AND RESERVING that portion of the above described premises previously conveyed to Daniel J. Spingola by Deed dated August 3, 1948 and recorded in Deed Book 392, Page 377 as corrected by Deed from Perry Bowman, et ux to Daniel J. Spingola dated October 3, 1949 and recorded in Deed Book 401, at Page 422.

BEING the same premises conveyed to Robert Rishel, by Deed dated October 28, 1949 from Perry Bowman and Elizabeth Bowman, his wife, said Deed being recorded at the Clearfield County Courthouse in Deed Book 402, Page 345.

This is a transfer from parents to daughter.

And the said grantor's, do hereby, joint and agree to and with the said grantees,
that they, the grantor's, their heirs, executors and administrators
shall and will **SPECIALLY** **Defendant and forever defend the herein
above described premises, with the hereditaments and appurtenances, unto the said grantees,
their heirs and assigns against the said grantors, and against every other person
lawfully claiming or who shall hereafter claim the same or any part thereof.**

In witness whereof said grantors have hereunto set their hands and
seals the day and year first above written.

Sealed and delivered in the presence of

James D. Evans
(James D. Evans) L.S.
Loretta Eva Evans
(Loretta Eva Evans) L.S.
L.S.

State of **PENNSYLVANIA**

County of **CLEARFIELD**

On this, the **18th** day of **NOVEMBER**, 1949, before me
RECORDER OF DEEDS, the undersigned officer,
personally appeared **James D. Evans and Loretta Eva Evans, his wife**,
known to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and acknowledged that
they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Wm. W. Miller

My Commission Expires
First Monday in January 1952 **RECORDER OF DEEDS**

Title of Officer

I hereby certify that the precise residence of the grantees is
Lawrence Township, Clearfield County, Penna.

Entered of Record **Nov 21 1949**, 3:10 PM, **Wm. W. Miller, Recorder**

This Deed,

Made the **Twenty-eighth** day of **October**
in the year nineteen hundred and **forty-nine**

Between **PERRY BOWMAN and ELIZABETH BOWMAN** of Curwensville Borough, Clear-
field County, Pennsylvania, Grantors,

AND

ROBERT RISHEL of Curwensville Borough, Clearfield County, Pennsylvania Grantee
Witnesseth, That in consideration of **One (\$1.00)**

Dollars

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby
grant and convey, sell and confirm unto the said grantees his heirs and assigns.

All that certain property located in Pike Township, Clearfield County, Penn-
sylvania; bounded and described as follows:

EXHIBIT

G

that portion of the above described premises

previously conveyed to Daniel J. Spingola by deed dated August 3, 1948 and recorded in Deed Book 392, page 377 as corrected by deed from Perry Bowman et ux to Daniel J. Spingola dated October 3, 1949 and recorded in Deed Book 401 at page 422.

And the said grantors will **SPECIALLY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

In witness whereof, said grantors have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

J. Lewis Leib

J. Lewis Leib

Ferry Bowman
Elizabeth Bowman

SEAL

SEAL

SEAL

SEAL

SEAL

SEAL



Certificate of Residence

I hereby certify, that the precise residence of the grantee herein is as follows:
Curwensville, Pennsylvania.

Thomson, Fainy and McGeary
Attorney or Agent for Grantee

Commonwealth of Pennsylvania
County of CLEARFIELD

On this, the 9 day of November 1949 before me J. Lewis Leib,
the undersigned officer, personally appeared FERRY BOWMAN and ELIZABETH BOWMAN
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purpose therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

J. Lewis Leib

MY COMMISSION EXPIRES
JANUARY EIGHTH, ONE THOUSAND FIVE HUNDRED FORTY-EIGHT

My Commission Expires

Commonwealth of Pennsylvania
Entered of Record Nov 12 1949, 2:52 PM Weir W. Mullin, Recorder

THE FIRST THEREOF: BEGIN) at a cucumber tree corner of land of
Patterson Company and on a line of Richard Humphreys; thence by said line and
by line of Gustavus Risburg, South two degrees east three hundred and twenty
(320) perches to an old hemlock; thence by vacant land south eighty-eight
degrees west one hundred sixty (160) perches; thence by land of Joseph Covett
North two degrees West three hundred and twenty (320) perches; and thence by
land of said Patterson Company North eighty-eight degrees east one hundred sixty
(160) perches to place of beginning. Excepting and reserving therefrom the
following piece of land conveyed by William A. Bloom in his lifetime; six acres
and ninety-six perches conveyed to Levi Bloom by deed recorded in Deed Book T,
page 761; fifteen acres and twenty-three and one-half perches conveyed to Ennis
Bloom, by deed recorded in Deed Book 23, page 299; thirty acres conveyed to
Bert E. Erhard and Kensey L. Erhard by deed recorded in Deed Book No. 82,
page 217.

THE SECOND THEREOF: Being all that certain tract of land bounded and
described as follows: Beginning at a point in the western boundary line of the
"John Ladd Howell Warrant" of which this is a part, at the intersection thereof
with the northern right of way line of the New York Central Railroad, Beech
Creek Division; about one-fourth mile east of New Millport Station; thence by
the western line of said warrant being the line of Ferguson Township; north
four degrees and seven minutes east for a distance of two thousand eight
hundred and sixty-three and four-tenths (2,863.4) feet to a stone at the public
road; thence by said public road along lands formerly sold to Elizabeth Wil-
liams North thirty-five degrees and forty-two minutes east for a distance of
nine hundred and fifty-seven (957) feet; thence by same North thirty-two degrees
and forty-seven minutes east for a distance of three hundred and thirteen and
five-tenths (313.5) feet; thence still by the same North twenty-three de-
grees east for a distance of two hundred and sixty-four (264) feet to a point
in the north line of the Warrant and line of lands of Jennie Bloom; thence by
said line South eighty-six degrees and twenty-seven minutes east for a distance
of six hundred feet to a point, the north end of the line dividing said Warrant
in two parts; thence by said division line and lands now of Lex Starr; Perry
Bowman and B. C. and K. L. Erhard, south four degrees and twelve minutes west
for a distance of four thousand five hundred and forty-one (4541) feet to a
point in the northern right of way line of the New York Central Railroad;
Beech Creek Division; thence by said Northern right of way line, being thirty
three (33) feet from the center line of said railroad, measured at right angles
thereto, north seventy-six degrees and ten minutes west for a distance of
one thousand three hundred and fifty-two and eight-tenths (1352.8) feet to
the point in the western line of the "John Ladd Howell Warrant", and the place
of beginning. Containing one hundred and eighteen and nine-tenths (118.9)
acres of land, careful measurement.

KNOW ALL MEN BY THESE PRESENTS, That we, FRANK G. SMITH and ELEANOR G. SMITH, his wife, of the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, for and in consideration of the sum of One Dollar to us in hand paid by PERRY BOWMAN, of the Borough of Curwenville, Clearfield County, Pennsylvania, the receipt of which is hereby acknowledged, have remised, released, quitclaimed and by these presents do remise, release and quitclaim unto the said PERRY BOWMAN, his heirs and assigns, forever, All the right, title, and interest of the grantors in and to all those certain tracts of land, including the coal and other minerals, situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF; Beginning at a cucumber tree corner of land of Patterson Company and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg, South two degrees east three hundred and twenty (320) perches to an old hemlock; thence by vacant land south eighty-eight degrees west one hundred sixty (160) perches; thence by land of Joseph Covett North two degrees West three hundred and twenty (320) perches; and thence by land of said Patterson Company North eighty-eight degrees east one hundred sixty (160) perches to place of beginning. Excepting and reserving therefrom the following piece of land conveyed by William A. Bloom in his lifetime; Six acres and ninety-six perches conveyed to Levi Bloom by deed recorded in Deed Book "T", page 761; fifteen acres and twenty-three and one-half perches conveyed to Enis Bloom by deed recorded in Deed Book 23, page 299; thirty acres conveyed to Bert C. Erhard and Kinsey L. Erhard by deed recorded in Deed Book No. 82, page 217.

THE SECOND THEREOF: Being all that certain tract of land bounded and described as follows: Beginning at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right-of-way line of the New York Central Railroad, Beech Creek Division, about one-fourth mile east of New Millport Station; thence by the western line of said warrant being the line of Ferguson Township, north four degrees and seven minutes east for a distance of two thousand eight hundred sixty-three and four-tenths (\$2,863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five degrees and forty-two minutes east for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two degrees and forty-seven minutes east for a distance of three hundred and thirteen and five-tenths (313.5) feet; thence still by the same North twenty-three degrees east for a distance of two hundred and sixty-four (264) feet to a point in the north line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six degrees and twenty-seven minutes east for a distance of six hundred feet to a point, the north end of the line dividing said Warrant in two parts; thence by said division line and lands now of Lex Starr, Perry Bowman and B. C. and K. L. Erhard, south four degrees and twelve minutes west for a distance of four thousand five hundred and forty-one (4,541) feet to a point in the northern right of way line of the New York Central Railroad, Beech Creek Division; thence by said Northern right of way line, being thirty-three (33) feet from the center line of said railroad, measured at right angles thereto, north seventy-six degrees and ten minutes west for a distance of one thousand three hundred and fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant"; and the place of beginning. Containing one hundred and eighteen and nine-tenths (118.9) acres of land; careful measurement.

EXHIBIT

H

TOGETHER with all and singular, the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of us, the said Frank G. Smith and Eleanor G. Smith, his wife, either in law or in equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the same to the said PERRY BOWMAN, and to his heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 18th day of March A. D. 1947.

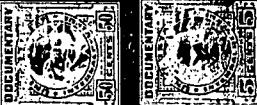
Signed, sealed and delivered
in the presence of:

W. O. Gugher

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD : SS:

Frank G. Smith (SEAL)

Eleanor G. Smith (SEAL)



On this the 18th day of March A. D. 1947, before me the undersigned officer, personally appeared FRANK G. SMITH and ELEANOR G. SMITH, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

that the persons subscriber of the GRANTEE or GRANTEE'S.

Curwensville, Pa.

Thompson & Frantz, atty

Entered of Record Oct 4 1947 3-15 P.M. Wm W. Muller, Recorder



Deed

To All in Whom These Presents Shall Come:

I, RALPH J. SMITH, Treasurer of the County of Clearfield, Pennsylvania, send Greetings:

Whereas, the Tax Collector of Beccaria Township
has made return to the County Commissioners of the County of Clearfield, Pennsylvania, of unpaid taxes for the years 1945

on a certain piece of seated land, consisting of 76.94 A

situate in the Township of Beccaria,
to be owned and assessed in the name of Joseph A. Cruise Esq

John C. Smith
Grantor
Conveyed unto
John C. Smith
Grantee
for and to correct the description
of the property in the first part
of the Deed of the 3rd day of August,
1949, in the Register and Recorder's Office at
Clearfield in Deed Book 392, page 577, in that the description
contained in the former Deed of conveyance was erroneously
drafted abrand from the descriptions contained in former
Deeds of conveyance and should have been drawn in accordance
with the recent survey of the said premises by Roy C. Kindig,
Engineer, Clearfield, Pennsylvania, a copy of which is hereto
attached, showing the definite location and description of the
premises intended to be conveyed by the Grantors to the Grantee
named therein.

And the said grantor is, do hereby covenant that they will WARRANT
GENERALLY the property hereby conveyed.

In witness whereof, said grantor is hereunto set their hands and seal on the
day and year first above written.

Signed, Sealed and Delivered
in the presence of

John Bowman

Elizavita Bowman.



State of Pennsylvania

County of Clearfield

{ 88.

On this, the 3rd day of October 1949, before me,
the undersigned officer, personally appeared Perry Bowman and Elizabeth Bowman,
his wife,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to
the within instrument, and acknowledged that they executed the same for the purposes therein
contained.

In witness whereof, I hereunto set my hand and official seal.

John Bowman



My Commission Expires

March 11, 1953

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is
Clearfield, Clearfield County, Pennsylvania.

October 3, 1949.

R. P. Han

Entered of Record Oct 7 1949, Attorney for Grantees
4-28 pm - Weir W. Mullen, Recorder

401

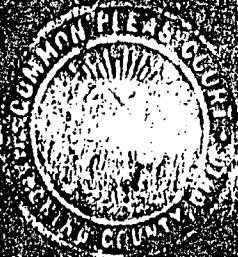
BEGINNING at a point on the ~~common~~ boundary of the John Ladd Howell Warrant, at the intersection thereof with the Northern right of way of the New York Central Railroad Company Beech Creek Division (abandoned) about one-fourth (1/4) mile east of New Millport station thence to the Western line of said Warrant, being the line of Ferguson Township North four (4) degrees thirty-five (35) minutes East for a distance of two thousand five hundred sixteen and three-tenths (2,516.3) feet to point of intersection of State Highway Route No. 1737 (macadam) with Township road (dirt) leading from Olanta to New Millport, Pennsylvania; thence by said Township road, its several courses and distances in a Northeasterly direction two thousand seven hundred and eighty-three and nine-tenths (2,783.9) feet to line of land of Shyder; thence along Snyder line South four (4) degrees twenty (20) minutes East two thousand eight hundred and seventy (2,870) feet to post corner of land now or formerly of B. C. and K. L. Erhard; thence along line of Erhard North eighty-five (85) degrees West one thousand three hundred and twenty (1,320) feet to a post corner of Erhard land; thence along line of Erhard South four (4) degrees twenty (20) minutes West eight hundred (800) feet to point in the Northern right of way line, being thirty-three (33) feet from the center line of the New York Central Railroad Beech Creek Division (abandoned) at right angles thereto; thence North seventy-five (75) degrees West one thousand three hundred fifty-two and eight-tenths (1,352.8) feet to point in the Western line of the John Ladd Howell Warrant and place of beginning. Containing in all one hundred and fifty-eight (158) Acres more or less, and being part of the John Ladd Howell Warrant as mapped out and surveyed by Roy O. Kindig, Engineer, Clearfield, Pennsylvania, on September 27, 1949, a copy of said map or survey being hereto attached and made a part hereof.

EXCEPTING AND RESERVING from the above described premises a lot or piece of land beginning at a post on the South side of Township road leading from Olanta to New Millport, Pennsylvania, four hundred and sixteen (416) feet East of the Ferguson Township line; thence extending over land of the Grantors South seven (7) degrees ten (10) minutes East four hundred fifty-five and five-tenths (455.5) feet to a post corner; thence extending over land of the Grantors North seventy-five (75) degrees East seven hundred and forty-five (745) feet to a post corner; thence extending over land of the Grantors North fourteen (14) degrees fifty-one (51) minutes West four hundred and twenty-five (425) feet to the South side of Township road leading from Olanta to New Millport, Pennsylvania; thence by said Township road its several courses and distances in a Southwesterly direction five hundred seventy-five and one-tenth (575.1) feet to post on the South side of said Township road and place of beginning. Containing six (6) Acres more or less.

ALSO EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described land, for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire clay, other minerals, oil and gas, according to any and all known modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the land for drifts, headings, opening, shafts, air shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miner's houses, upon, over, across and through said land and the surface of the same, so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas from said land.

BUCK 401 PAGE 422

THE STATE OF OHIO
Mahoning County



THE STATE OF OHIO, in the County of Mahoning, State of Ohio, on the 27th day of September, 1949, for the County and State of Ohio.

Whereas, I, William F. Logan, Clerk of the Court of Common Pleas of Mahoning County, Ohio, am
a Notary Public, and am authorized to take acknowledgments of deeds recorded thereby
and to affix my seal thereto according to the laws of the State of Ohio;

And I further certify that I am acquainted with the handwriting of said NOTARY PUBLIC
and verily believe that his signature hereto is genuine.

Witness my signature of my clerk and the Seal of Said Court at Youngstown, Ohio

Sept. 27, 1949 A.D. 1949

William F. Logan Clerk

State of Pennsylvania County of Clearfield		ss.
On this, the 1 st day of Oct., 1949, before me a Notary Public		
the undersigned officer, personally appeared James F. Logan and Ann Logan (whom I have satisfactorily proven to be the persons whose names are subscribed to the within instrument) and acknowledged that they executed the same for the purpose therein contained.		
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.		
John C. Mullen, Notary Public My Commission Expires Oct. 1, 1951 Notary Public in State of Pennsylvania		
Entered in Record Oct. 1, 1949, by W. W. Mullin, Recorder		

This Deed,

Made the Third day of October in the year
of our Lord one thousand nine hundred and Forty-Nine

Between Perry Bowman and Elizabeth Bowman, his wife, of Curwensville,
Clearfield County, Pennsylvania, parties of the first part, herein-
after called the

Grantor(s)

and Daniel J. Spingola of Clearfield, Clearfield County, Pennsylvania,
party of the second part, hereinafter called the

Grantee:

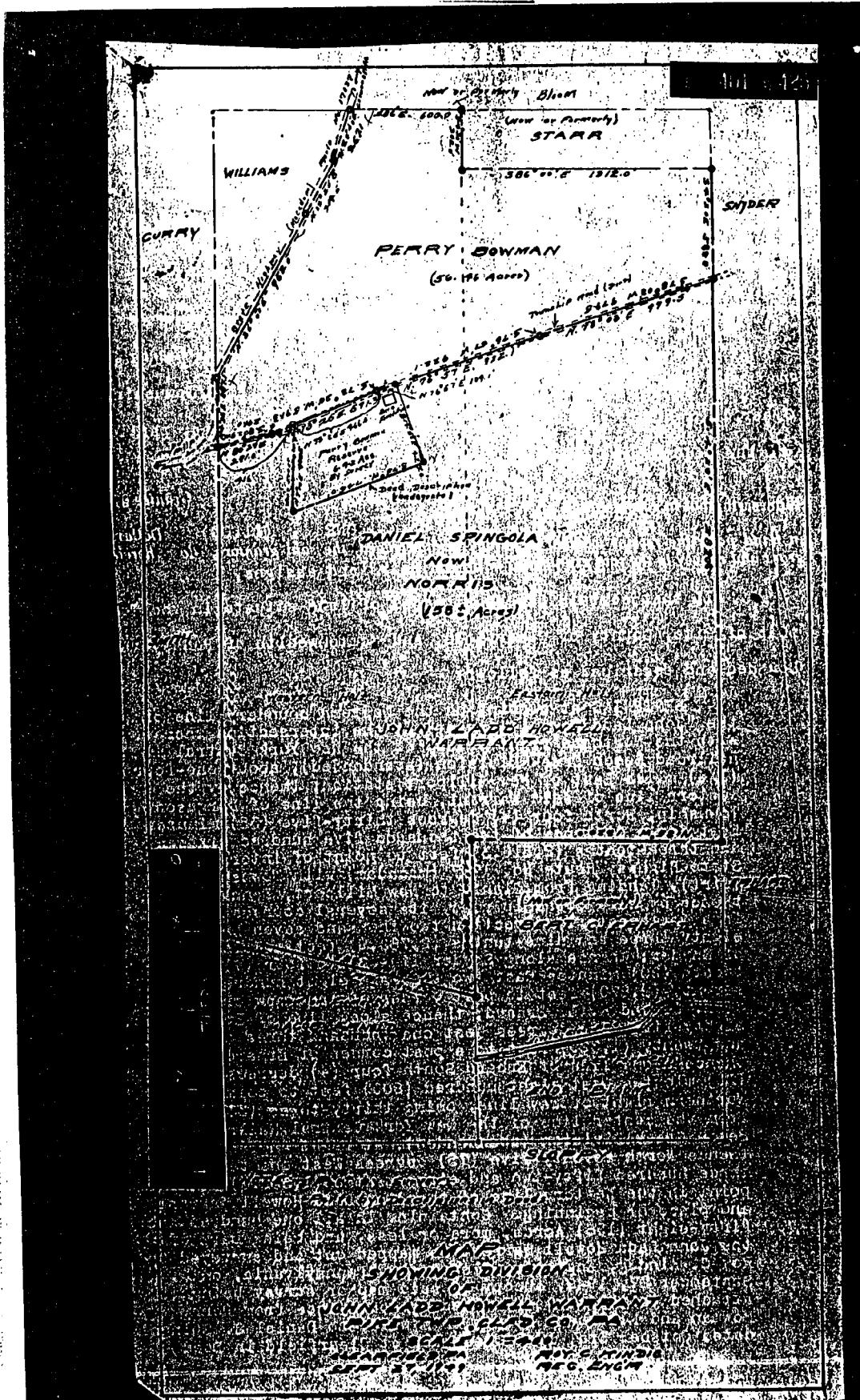
Witnesseth, that in consideration of
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby
grant and convey to the said grantee, his heirs and assigns,

All that certain piece or parcel of land situate in the Township of
Pike, County of Clearfield, and Commonwealth of Pennsylvania, bounded
and described as follows:

EXHIBIT

tabbies

I



Entered of Record, Oct. 7 1949, 4-25 P.M. Wm. W. Mullin, Recorder

401/426

This Deed.

Made the Fourth day of October in the year
of our Lord one thousand nine hundred and Forty-Nine

Between Daniel J. Spingola and Julia S. Spingola, his wife, of the Borough of Clearfield, Clearfield County, Pennsylvania, parties of the first part, hereinafter called the

Grantor s ,

and W. Hugh Norris and Grace Norris, his wife, of Pike Township, Clearfield County, Pennsylvania, as tenants by entireties, parties of the second part, hereinafter called the

Grantee s :

Witnesseth, that in consideration of

in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant and convey to the said grantee s , their heirs and assigns,

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield, and Commonwealth of Pennsylvania, Bounded and described as follows:

BEGINNING at a point on the Western boundary line of the "John Ladd Howell Warrant" at the intersection thereof with the Northern right of way of the New York Central Railroad Beech Creek Division (abandoned), about one-fourth (1/4) miles East of New Millport station; thence by the Western line of said Warrant, being the line of Ferguson Township, North four (4) degrees thirty-five (35) minutes East for a distance of two thousand five hundred sixteen and three-tenths (2,516.3) feet to point of intersection of State Highway Route No. 1737 (macadam) with Township road (dirt), leading from Olanta to New Millport, Pennsylvania; thence by said Township road, its several courses and distances in a Northeasterly direction two thousand seven hundred eighty-three and nine-tenths (2,783.9) feet to line of land of Snyder; thence along Snyder line South four (4) degrees twenty (20) minutes East two thousand eight hundred and seventy (2,870) feet to post corner of land now or formerly of B. C. and K. L. Erhard; thence along line of Erhard North eighty-five (85) degrees West one thousand three hundred and twenty (1,320) feet to a post corner of Erhard land; thence along line of Erhard South four (4) degrees twenty (20) minutes West eight hundred (800) feet to point in the Northern right of way line, being thirty-three (33) feet from the center line of the New York Central Railroad Beech Creek Division (abandoned), at right angles thereto; thence North seventy-five (75) degrees West one thousand three hundred fifty-two and eight-tenths (1,352.8) feet to point in the Western line of the John Ladd Howell Warrant and place of beginning. Containing in all one hundred and fifty-eight (158) Acres, more or less, and being part of the John Ladd Howell Warrant as mapped out and surveyed by Roy C. Kindig, Engineer, Clearfield, Pennsylvania, on September 27, 1949, a copy of said map or survey being attached to the corrected deed of conveyance from Perry Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola, dated October 3rd, 1949, recorded at Clearfield in Deed

EXHIBIT

J

Book , Page

EXCEPTING AND RESERVING from the above described premises a lot or piece of land beginning at a post on the South side of Township road leading from Olanta to New Millport, Penna, four hundred and sixteen (416) feet East of the Ferguson Township line; thence extending over land of the Grantors South seven (7) degrees ten (10) minutes East four hundred fifty-five and five-tenths (455.5) feet to a post corner; thence extending over land of the Grantors North seventy-five (75) degrees East seven hundred and forty-five (745) feet to a post corner; thence extending over land of the Grantors North fourteen (14) degrees fifty-one (51) minutes West four hundred and twenty-five (425) feet to the South side of Township road leading from Olanta to New Millport, Penna; thence by said Township road, its several courses and distances in a Southwesterly direction five hundred seventy-five and one-tenth (575.1) feet to post on the South side of Township road and place of beginning. Containing six (6) Acres, more or less.

ALSO EXCEPTING AND RESERVING from the above described premises all the coal, fire clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described land, for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors have the right to mine and remove the said coal, fire clay, other minerals, oil and gas, according to any and all known modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the land for drifts, headings, openings, shafts, air shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings), except miner's houses, upon, over, across and through said land and the surface of the same, so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings, thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire clay, other minerals, oil and gas from said land.

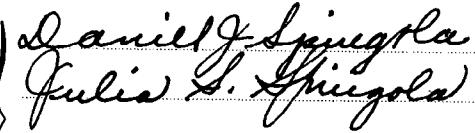
Being part of the same premises which Frank G. Smith, et ux, by their deed dated July 2nd, 1943, recorded at Clearfield in Deed Book 351, page 218, granted and conveyed unto Perry Bowman and Elizabeth Bowman, his wife. And being the same premises which Perry Bowman and Elizabeth Bowman, his wife, by their corrected deed of conveyance, dated the 3rd day of October, A. D., 1949, recorded at Clearfield in Deed Book , Page , granted and conveyed unto Daniel J. Spingola, Grantor herein named.

This deed is made in lieu of, and to correct the description in a certain deed of conveyance made by the parties of the first part to the parties of the second part, dated the 11th day of August, A. D., 1948, recorded at Clearfield in Deed Book 393, page 205, in that the description contained in said former deed of conveyance was erroneously copied from the description contained in former deed of conveyance to the Grantors named therein, and should have been drawn in accordance with a recent survey made of said premises by Roy C. Kindig, Engineer, Clearfield, Pennsylvania, a copy of which is attached to the corrected deed of conveyance of Perry Bowman and Elizabeth Bowman, his wife, to Daniel J. Spingola, Grantor herein named, dated October 3rd, 1949, recorded at Clearfield in Deed Book , page , showing the definite location and description of the premises intended to be conveyed, reference thereto being had will more fully and at large appear.

And the said grantor s , do hereby covenant that
GENERALLY the property hereby conveyed. they will WARRANT

In Witness Whereof, said grantor s have hereunto set their hand s and seal s the
day and year first above written.

Signed, Sealed and Delivered
in the Presence of



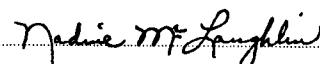
State of PENNSYLVANIA

{
ss.

County of CLEARFIELDA

On this, the Sixth day of October 1949 , before me,
the undersigned officer, personally appeared Daniel J. Spingola and Julia S.
Spingola, his wife,
known to me (or satisfactorily proven) to be the person s whose name s are subscribed to
the within instrument, and acknowledged that they executed the same for the purposes therein
contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public

Title of Office

My comm. expires 1-7-51



CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within named grantee is
Pike Township, Clearfield County, Pennsylvania.

October 4th, 1949.

Entered of Record Oct 7 1949, 4-47 pm Attorney for Wm. W. Muller, Recorder

Daniel J. Spingola and Julia
S. Spingola, his wife

T O

W. Hugh Norris and Grace
Norris, husband and wife

WARRANTY

CLEARFIELD CO. CS
ENTERED OF RECORD
DATE Oct 7 1949
TIME 4:27 PM
BY A. B. Shaw
FEE \$1.00
WITH W. W. Muller, Recorder

COMMONWEALTH OF PENNSYLVANIA,
County of Clearfield } ss.

RECORDED on this 7 day of Oct

A. D. 1949, in the Recorder's office of said County, in Deed Book
Vol. 401, Page 426.

Given under my hand and the seal of the said office, the date above written.

Wm. W. Muller, Recorder.
MT

A. B. SHAW
ATTORNEY AT LAW
CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: :
MEARLE G. BRESSLER and PATRICIA : ANSWER AND NEW MATTER
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

FEB 11 2002
013:30 AM '02
William A. Shaw
Prothonotary
41 Court St MT
W.A.S.

W.A.S.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants : .

NOTICE

You are hereby notified to plead to the New Matter set forth in the within pleading within twenty (20) days of service thereof, or default judgment may be entered against you.

BELIN & KUBISTA

By

Carl A. Belin, Jr., Esq.
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

ANSWER AND NEW MATTER

AND NOW comes Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler by and through their attorneys Belin & Kubista, and files the following answer and in support thereof avers as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is denied and it is averred that Plaintiffs are the owners of a 152 acre tract which lies to the South of Pike Township Road T-441 ("township road") and which are more particularly set forth in a certain deed from Daniel

J. Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated October 4, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

7. Paragraph 7 is admitted in part that W. Hugh Norris and Grace Norris conveyed the 152 acre tract to Plaintiffs by deed dated August 20, 1990 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1445, page 182 which tract lies entirely to the South of the township road. In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

8. Paragraph 8 is denied that Parcel 1 conveys any title to the land lying to the North of the township road. It is admitted that Parcel No. 1 of the deed of conveyance conveys a portion of the 152 tract of land that is set forth on a survey showing a division of the John Ladd Howell Warrant which is attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 3, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed

Book 401, page 422 which is survey is attached hereto and made a part hereof as Exhibit "1". In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

9. Paragraph 9 is denied that Parcel 2 conveys any title to the land lying to the North of the township road. It is admitted that Parcel No. 2 of the deed of conveyance contains a portion of the 152 tract of land that is set forth on a survey showing a division of the John Ladd Howell Warrant which is attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 3, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422 which survey is attached hereto and made a part hereof as Exhibit "1". In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

10. Paragraph 10 is denied as averred and it is averred that Plaintiffs do not have title to the portions of Parcel 1 and Parcel 2 which lie to the North of the township road and which are identified in Clearfield County Tax Map as No. 126-H12-9 and No. 126-H12-9.1 but it is averred that Defendants have title to the premises which lie to the North of the

township road and which are identified in Clearfield County Tax Map as No. 126-H12-9 and 126-H12-9.1 by virtue of adverse possession. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

11. Paragraph 11 is denied as averred and it is averred that W. Hugh Norris was conveyed the two parcels by the deed of Daniel J. Spingola and Julia S. Spingola dated August 11, 1948, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 393, page 205, however, it is averred that W. Hugh Norris made no claim from the date of the recording of that deed through his lifetime to the portion of the tract which lies to the North of the township road and the Defendants Bresslers acquired title by adverse possession. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

12. Paragraph 12 is denied as averred and it is averred that Daniel J. Spingola and Julia S. Spingola conveyed to W. Hugh Norris and Grace Norris a deed for 152 acres on October 4, 1949, which deed is recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426 which

title W. Hugh Norris acquiesced in during his ownership of the 152 acre tract and it is averred that W. Hugh Norris and Grace Norris never made any claim to Defendants Bresslers for said tract which lies to the North of the road from 1949 to 1990. In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

13. Paragraph 13 is admitted and it is averred that Perry Bowman and Elizabeth Bowman also acquired the title to the minerals and mining rights by a separate deed from Frank G. Smith and Eleanor U. Smith dated March 18, 1947 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 380.

14. Paragraph 14 is denied and it is averred that the first deed was made on December 10, 1966 rather than December 10, 1996 as averred in Paragraph 14 of the Plaintiffs' Complaint. Defendant acquired title to the premises North of the township road by adverse possession, and in further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

15. Paragraph 15 is denied as averred in that it is averred that Defendants' predecessor Perry Bowman and Elizabeth

Bowman did convey title to the parcel lying to the North of the road by virtue of the deed set forth in Paragraph 15 of Plaintiffs' Complaint, it is averred, however, that title to the premises arises from adverse possession of the premises from 1950 to date by the Defendants. In further answer thereto, title was acquired by the Defendants as set forth in Paragraphs 31 through 55 of the New Matter which are hereby incorporated by reference and made a part hereof.

16. Paragraph 16 is denied and it is averred that the premises conveyed in the deed set forth in Paragraphs 14 and 15 of the complaint were acquiesced in by W. H. Norris in that he never made any claim during his ownership as to the premises lying to the North of the township road. In further answer thereto, Plaintiffs have acquired title through adverse, continuous, visible, notorious, exclusive and hostile possession over the premises and have continued possession for a period in excess of 21 years, and in further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

17. Paragraph 17 is denied as averred and it is averred that Frank G. Smith and Eleanor U. Smith did convey title to the coal, fire clay and other minerals including oil and gas

together with the rights to mine and remove the same by virtue of said deed. In further answer thereto, Paragraphs 35 through 38 of the New Matter are hereby incorporated by reference and made a part hereof.

18. Paragraph 18 is denied as averred and it is averred that Defendants Bressler acquired title by virtue of adverse possession in any event. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

19. Paragraph 19 is denied as averred although it is admitted that both the Bowmans and the Spingolas entered into a transaction to correct the premises conveyed by the earlier deeds which correction was acquiesced by the Norrises who never made any claim for ownership beyond the premises conveyed in the corrective deed during their ownership; it is averred that in any event the Defendants Bresslers acquired title by adverse possession to the premises lying to the North of the township road. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

20. Paragraph 20 is denied in that it is averred that Plaintiffs' predecessors in title, W. Hugh Norrises and Grace

Norris, had actual knowledge of said deed and acquiesced in the premises conveyed in the corrective deed in that they never made any claim to the Defendants' Bresslers for the premises lying to the North of the township road. In further answer thereto Defendants Bresslers acquired title to the premises North of the township road by adverse possession, and Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

21. Paragraph 21 is admitted and it is averred that on October 4, 1949, W. Hugh Norris received actual notice of the adverse claim of Perry Bowman and Elizabeth Bowman extended to the tract of land which lies to the North of the township road and it is averred that W. Hugh Norris never took any action against the Bowmans or their successors in title since the 1949 deed; in any event the Defendants Bresslers acquired title to the premises lying to the North of the road by adverse possession, and in further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

22. Paragraph 22 is denied and it is averred that W. Hugh Norris and Grace Norris had actual knowledge of the deed and acquiesced in the claim by the corrective deed during their

ownership from 1949 to 1990 in that they never made a claim against the Defendants Bresslers for the premises lying to the North of the road; and in any event, the Defendants Bresslers acquired title to the premises by adverse possession. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

23. Paragraph 23 is denied and it is averred that W. Hugh Norris lived in the area from 1950 through 1966 and observed the activities of Defendants Bresslers as to the premises lying to the North of the township road. In further answer hereto, Paragraphs 46 through 49 of the New Matter are hereby incorporated by reference and made a part hereof.

24. Paragraph 24 is denied and Paragraphs 23 and 39 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

25. Paragraph 25 is denied and in further answer thereto, Paragraphs 15 through 24 and 39 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of the Defendants and against the Plaintiffs.

26. Paragraph 26 is denied and in further answer thereto Paragraphs 1 through 25 and 39 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

27. Paragraph 27 is denied and in further answer thereto Paragraphs 6 through 26 and 31 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of the Defendants and against the Plaintiffs.

28. Paragraphs 1 through 27 and Paragraphs 31 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

29. Paragraph 29 is denied and Paragraphs 1 through 28 and 31 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

30. Paragraph 30 is denied and it is averred that Paragraphs 1 through 29 and 31 through 55 of this Answer and New Matter are hereby incorporated by reference.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of the Defendants and against the Plaintiffs.

NEW MATTER

SIX ACRE TRACT

31. Defendants are the owners of the following six (6) acre tract of land lying to the South of Pike Township Road T-441 which is located within the premises claimed by the Plaintiffs in Paragraph 6 of their Complaint and which is more particularly bounded and described as follows:

BEGINNING at a post on the South side of Township Road leading from Olanta to New Millport four hundred and sixteen (416) feet East of the Ferguson Township line; thence over lands of the Grantors South four (4°) degrees seven (7') minutes West, five hundred (500) feet to a post corner; thence over lands of the Grantors North thirty-five (35°) degrees forty-five (45') minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4°) degrees seven (7') minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, its several courses and

distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

("six acre tract").

32. Defendants acquired title to said six acre tract by virtue of the following deeds:

a. Deed from Robert Rishel and Genevieve Rishel to Patricia Jean Rishel Bressler and Mearle Glenn Bressler dated November 30, 1974, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 693, page 565 (no reservation of six acre tract).

b. Deed from Perry Bowman and Elizabeth Bowman to Robert Rishel dated October 28, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 402, page 344 (no reservation of six acre tract).

c. Deed from Frank G. Smith and Eleanor U. Smith to Perry Bowman and Elizabeth Bowman dated July 2, 1943, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 351, page 218 (no reservation of six acre tract).

33. The six acre tract has been reserved in the chain of title of Plaintiffs in the following deeds:

a. Deed from W. Hugh Norris to Sylvan Bloom, Lanny Bloom, and Gerald Bloom dated August 20, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1445, page 182.

b. Deeds from Daniel Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated August 11, 1948 and recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book 393, page 205; and dated October 4, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426.

c. Deeds from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated August 3, 1948 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 392, page 377; and dated October 3, 1949, recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422.

34. That as a result, Defendants Bresslers are the owners of said six acre tract and Plaintiffs have no interest in said six acre parcel which is located within the premises claimed by Plaintiffs in Paragraph 6 of their Complaint by a survey attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 7, 1949, and recorded in the

Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422, which survey is also referred to in the deed from Daniel J. Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated October 4, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426 and attached hereto as Exhibit "1."

COAL, FIRE CLAY, AND OTHER MINERALS INCLUDING OIL AND GAS

35. Defendants are the owners of all the coal, fire clay and other minerals, including oil and gas, underlying the premises described in Paragraph 6 of Plaintiffs' Complaint as Parcel No. 1 and Parcel No. 2 together with the rights to remove the same as follows:

All the coal, fire-clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described lands for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, chutes, railroads, roads, lateral railroads,

electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

36. Defendants Bresslers acquired title to said coal, fire clay, and other minerals including oil and gas together with mining rights by virtue of the following deeds:

a. Deed from Frank Smith and Eleanor U. Smith to Perry Bowman dated March 18, 1947 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 380. (Deed expressly conveys title to coal and other minerals and has no reservation of the mineral interests as distinguished from the earlier deed from Frank Smith and Eleanor U. Smith to Perry Bowman and Elizabeth Bowman dated July 2, 1943, and recorded in the Office of the Recorder of

Deeds of Clearfield County, Pennsylvania in Deed Book 351, page 218 which contains the reservation which also appears in Plaintiffs' deed set forth in Paragraph 7 of the Complaint).

b. Deed from Perry Bowman and Elizabeth Bowman to Robert Rishel dated October 28, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 402, page 344. (Deed has no reservation of the mineral interests.)

c. Deed from Robert Rishel and Genevieve Rishel to Patricia Jane Rishel Bressler and Mearle Glenn Bressler dated November 30, 1974, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 693, page 565. (Deed has no reservation of the mineral interests).

37. That the coal, fire clay and other minerals, including oil and gas, together with rights to remove the coal, fire clay and other minerals including the oil and gas has been reserved in the chain of title of Plaintiffs by virtue of the deeds set forth in Paragraph 33 of the New Matter which are hereby incorporated by reference and made a part hereof.

38. That as a result, the Defendants Bresslers are the owners of all the coal, fire clay and other minerals including oils and gas, together with mining and removal rights,

underlying the entire premises claimed by Plaintiffs and Plaintiffs have no interest in the coal, fire clay and other minerals, including oil and gas, together with the mining and removal rights lying in, upon and under their premises.

56 ACRE TRACT

39. Plaintiffs are the owners of the premises lying to the North of Pike Township Road T-441 which are more particularly set forth in a survey as 56.46 acres and described in said survey which survey is attached hereto as Exhibit "1"; said survey is attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 3, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422, and is referred to in the deed from Daniel J. Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated October 4, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426 ("the 56 acre tract").

40. The Plaintiffs predecessor in title, W. Hugh Norris had actual knowledge of the 1949 Spingola-Norris deed as he received the deed to him referred to in Paragraph 39 of this New Matter and also referred to the deed in a letter in 1978 which letter is attached hereto as Exhibit "3."

41. The Spingola-Norris deed referred to in Paragraph 39 of this New Matter conveys to W. Hugh Norris and Grace Norris one hundred fifty-eight (158) acres South of Pike Township Road T-441 but reserves the six acre tract, leaving a net tract of one hundred fifty-two (152) acres.

42. W. Hugh Norris and Elizabeth Norris were assessed with a barn and a tract of one hundred fifty-two (152) acres having Tax Map No. 126-H12-10 from 1950 to 1990 when the tract was transferred to Plaintiffs who continued to be assessed with said one-hundred and fifty-two (152) acre tract from August 20, 1990 to the present.

43. Robert Rishel, the grantor of Defendant Patricia Jean Bressler was assessed with a house and sixty-three (63) acres and fifty-four (54) acres of coal rights which included the 56.46 acre tract and the six acre tract and coal rights from 1949 to 1969 when the Bresslers became assessed with four (4) acres in fee bearing Tax Map Identification 126-H12-9.1 and in 1976 the entire assessment to the 56 acre tract and coal rights and identified as 126-H12-9 was transferred to the Defendants Mearle Bressler and Patricia Bressler.

44. The Bresslers paid taxes on the 56 acre tract (126-H12-9 and 9.1) from 1976 to the present.

45. That the Bresslers obtained title to the 56 acre tract by adverse possession which was open, continuous, visible, notorious, exclusive, and hostile as a result of their exclusive occupation of the land from 1950 to the present date.

46. Their exclusive possession included occupying the house located on the 56 acre tract from 1950 to date and conducting the following actions from 1950 to date: developing and maintaining lawns, garden, and planting trees on the tract; erecting a building and dog kennels; constructing a pond on the premises; excavating shale on the tract, piling the shale, and selling the shale; digging, planting and maintaining a large vegetable garden; and otherwise making exclusive use of the property to the exclusion of others, particularly the Plaintiffs and their predecessors in title.

47. Plaintiffs predecessors in title, W. Hugh Norris and Grace Norris, his wife, had actual notice of the activities set forth in Paragraph 46 which is hereby incorporated by reference and made a part hereof as they lived in the area from 1950 through 1966 and traveled by Defendants' 56 acre tract on numerous occasions as they had to pass by the 56 acre tract to get to their 152 acre tract which was directly across the township road where Hugh Norris was maintaining cattle and

planting hay and Mr. Norris talked with the Bresslers on many of these occasions without ever claiming title to the 56 acre tract during said period.

48. That the Bresslers stripped the 56 acre tract in 1978 and the attorney for the coal company wrote the Norrises indicating the Bresslers owned the property and W. Hugh Norris wrote back claiming title but he never took any action against Defendants during his ownership of the tract across the road for over forty (40) years from 1949 to 1990. See letters attached hereto as Exhibits "2" and "3."

49. That the present Plaintiffs also visited the property South of the road and had actual knowledge of the activities of the Bresslers from 1990 to the present date.

50. That Plaintiffs took no action regarding the Bresslers exclusive possession of the 56 acre tract from 1990 until the present action filed on January 18, 2002.

51. That the Bresslers have obtained title to the premises by virtue of their adverse possession since 1950 which is in excess of the statutory period of twenty-one (21) years.

52. That the Bresslers also obtained title by virtue of the following deeds which have been acquiesced in by the

Plaintiffs and their predecessors in title for over fifty-two (52) years:

a. Robert Rishel and Genevieve Rishel to Patricia Jane Bressler and Mearle Glenn Bressler dated November 30, 1974, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 693, page 505.

b. Robert Rishel and Genevieve Rishel to Mearle Bressler and Patricia Bressler dated December 10, 1966, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 539, page 336.

c. Perry Bowman and Elizabeth Bowman to Robert Rishel dated October 28, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 402, page 344.

d. Frank G. Smith and Eleanor U. Smith by deed dated July 2, 1943 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 351, page 28; and deed dated March 18, 1947, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 380.

53. That the Defendants, Scott L. Bressler and Patricia J. Bressler, claim title to the premises by adverse possession

as a result of the activities of their parents and their own activities in which they maintained open, continuous, visible, notorious, exclusive, and hostile possession from September 23, 1982 to the present and by virtue of the adverse possession of their parents.

54. That the Bresslers also obtained title by virtue of the following deeds:

a. Deed from Mearle Bressler and Patricia Bressler to Scott L. Bressler and Patricia J. Bressler dated September 23, 1982 and recorded in the office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 845, page 169.

b. Deed from Mearle Bressler and Patricia Bressler to Scott L. Bressler and Patricia J. Bressler dated February 7, 2002 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200202125.

55. That the Plaintiffs and Defendants are the only persons known to Defendants who have any interest in the premises.

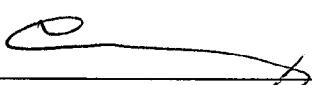
WHEREFORE, Defendants request that judgment be entered in

favor of Defendants and against Plaintiffs in the above-captioned action.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By


Carl A. Belin, Jr., Esq.
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared MEARLE G. BRESSLER and PATRICIA JANE RISHEL BRESSLER, husband and wife, and SCOTT L. BRESSLER and PATRICIA J. BRESSLER, husband and wife, being duly sworn according to law, depose and say that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of our knowledge, information and belief.

Mearle G Bressler
Mearle G. Bressler

Patricia Jane Rishel Bressler
Patricia Jane Rishel Bressler

Scott L Bressler
Scott L. Bressler

Patricia J Bressler
Patricia J. Bressler

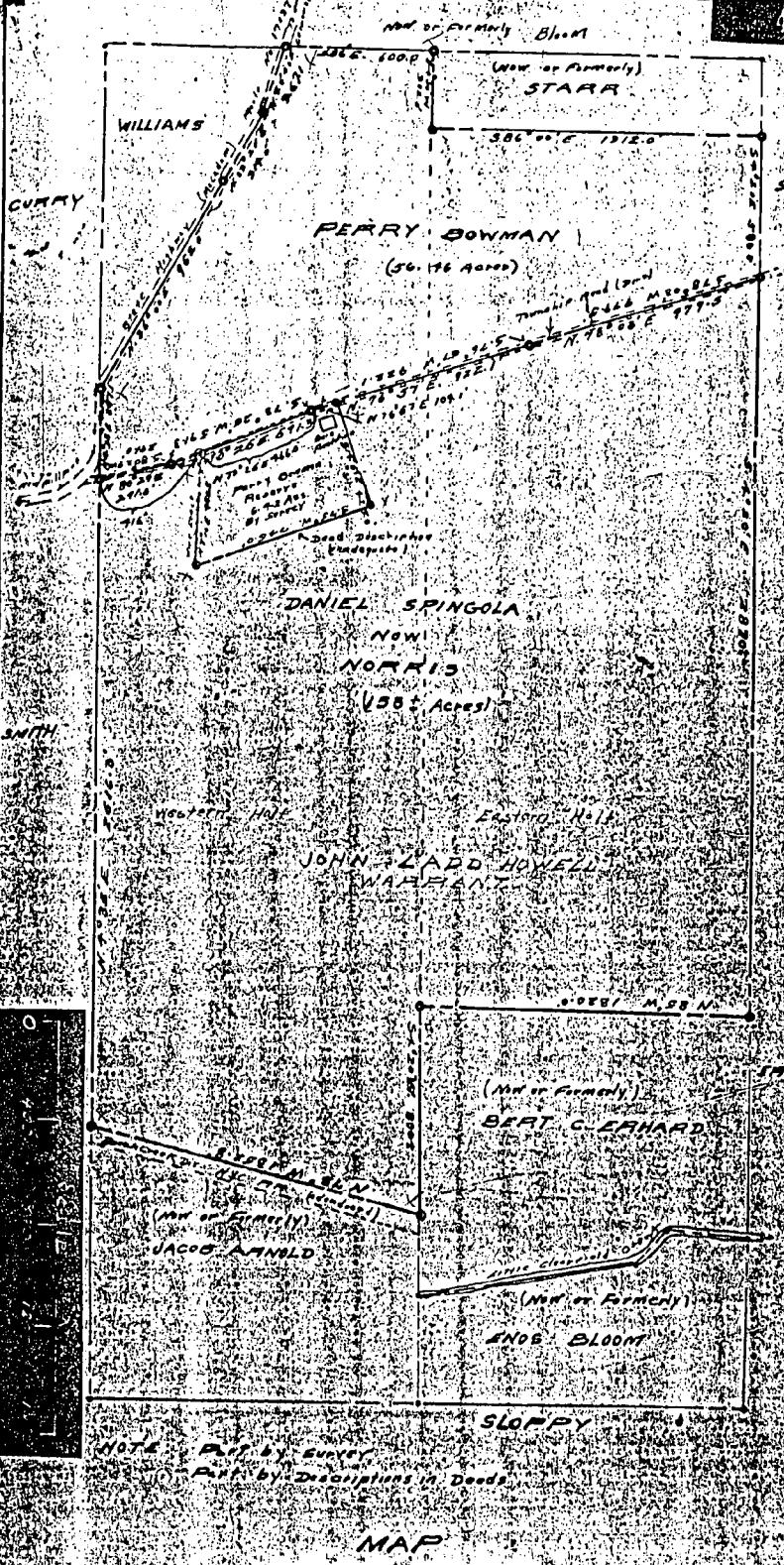
Sworn and subscribed before me this 11th day of

February, 2002.

Susan M Hartzfeld
Notary Public



401 a 425



Entered of Record Oct. 7 1949, 4:25 PM Wm. W. Mullen, Recorder

Exhibit "1"

LAW OFFICES
DAVID S. AMMERMAN

211 EAST LOCUST STREET
CLEARFIELD, PA. 16830

TELEPHONE 765-5305
AREA CODE 814

August 11, 1978

Mr. and Mrs. W. Huey Norris
Rt. 2, Box 1728
Fort Angeles, Wash. 98362

RE: 152 Acres - Pike Township, Clearfield
County, Pennsylvania, Assessment No.
126-H12-10

Dear Mr. & Mrs. Norris:

I represent Shale Hill Coal Company of R. D.,
Grampian, Pennsylvania.

This letter is to advise you that my client has
entered into a lease agreement with Merle and Patricia
Bressler for the surface stripping of coal from the above
property of which you are surface owner.

Exhaustive title examinations of the area indicate
that your title not only reserves the coal but surface strip
mining rights. If you will examine your deed from Daniel
Spingola, you will note that these rights are specifically
reserved and we have determined belong to Mr. and Mrs.
Bressler.

This letter is to put you on notice of my client's
intentions. It is expected that mining will begin in the
rights were reserved, no payments for the coal or the
removal of the coal will be made to you.

If you have any questions, please feel free to
contact the undersigned.

Very truly yours,

David S. Ammerman

DSA/sbg

cc: Shale Hill Coal Co.

Exhibit "2"

1728 Old Olympic Highway
Port Angeles, Wa. 98362
August 18, 1978

Dear Mr. Ammerman,

Your letter of August 11, 1978 brought me news which disturbs me very much.

In 1966 when we moved from New Millport, my wife and I made a new will leaving our beautiful woodland in Pike Township to the Clearfield County Historical Society to be preserved as a park. This woodland includes fifty acres of the biggest hemlock and pine trees still standing in Clearfield County. We feel these beautiful trees should be preserved for future generations, not devastated by senseless coal stripping.

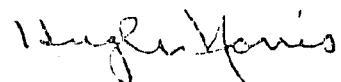
Your letter states, "exhaustive title examination". What did you determine when you checked Deed Book No. 393 page 205? You should have found that Daniel Spingola sold us all of the ground in question August 11, 1948. This included all of the ground both north and south of the Olanta to Millport road; it also included the ground on which the present Bressler homestead is located. This deed was recorded Oct. 11, 1948. We have owned this ground from then to present.

The so called corrected deed dated Oct. 4, 1949 was invalid. Our consent was never given to this change. It came about due to a promise which Spingola had made to Perry Bowman and forgot when he sold to us.

All of the above was verified in 1963 when Silverblatt searched the titles for the Warren Hartman coal stripping company.

It was concluded that Spingola sold ground which legally did not belong to him to Perry Bowman, who sold to Robert Rischell, who sold to Bressler. Since this deed was illegal, the coal stripping rights belong to the Spingola estate not Bowman, Rischell, or Bressler and that the present Bressler homestead is located on ground owned by Hugh and Grace Norris.

Very truly yours,



Hugh Norris

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

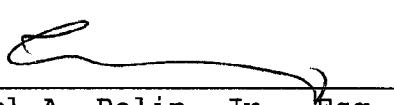
CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true
and correct copy of Defendants' Answer and New Matter in the
above-captioned matter to the following party by postage
prepaid United States mail on February 11, 2002:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By


Carl A. Belin, Jr., Esq.
Attorney for Defendants

CLEARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BEILIN & KUBISTA

FILED

FEB 11 2002

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12008

BLOOM, LANNY, SYLVAN & GERALD

02-95-CD

VS.

BRESSLER, MEARLE G. & PATRICIA JANE and SCOTT L. & PATRICIA J.

COMPLAINT IN EJECTMENT

SHERIFF RETURNS

NOW JANUARY 24, 2002 AT 1:50 PM EST SERVED THE WITHIN COMPLAINT IN EJECTMENT ON SCOTT L. & PATRICIA J. BRESSLER, DEFENDANTS AT RESIDENCE, RD#1, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOTT L. BRESSLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: MORGILLO/DAVIS

NOW JANUARY 25, 2002 AT 10:10 AM EST SERVED THE WITHIN COMPLAINT IN EJECTMENT ON MEARLE G. & PATRICIA JANE BRESSLER, DEFENDANTS AT RESIDENCE, RD#1, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MERLE BRESSLER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
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38.64	SHFF. HAWKINS PAID BY: ATTY.
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20.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

FILED

MAR 25 2002

019.301 am
William A. Shaw
Prothonotary

Sworn to Before Me This

25th Day of March 2002
Jacqueline Kendrick
Deputy Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Marilyn Hanner
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	: NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	MOTION OF DEFENDANTS FOR
JANE RISHEL BRESSLER, Husband and	:	DEFAULT JUDGMENT AGAINST
Wife; and SCOTT L. BRESSLER and	:	PLAINTIFFS UNDER
PATRICIA J. BRESSLER, Husband and	:	PA. R.C.P. NO. 1037(c)
Wife,	:	ON THE NEW MATTER
	Defendants	:

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

APR 03 2002

William A. Shaw
Prothonotary

W.A.S.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	

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APR 09 2002

William A. Shaw
Prothonotary

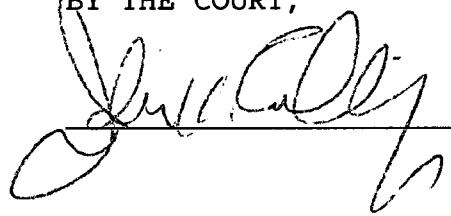
RULE

AND NOW this 3rd day of April, 2002, upon reading and considering the foregoing Motion of Defendants for Default Judgement Against Plaintiffs Under Pa. R.C.P. No. 1037(c) On the New Matter, a rule is issued upon Plaintiffs to show cause why the Court should not enter an Order that the allegations set forth in the Defendants' New Matter shall be deemed admitted for the purposes of this case.

RULE returnable for written response April 23,
2002.

HEARING, if necessary, April 24, 2002, in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania. at 10:00 A.M.

BY THE COURT,

A handwritten signature in black ink, appearing to read "John C. Dill", is written over a horizontal line. The signature is fluid and cursive, with a prominent 'J' at the beginning.

FILED

APR 03 2002
011:44/3c caty
William A. Shaw
Prothonotary
Salem
Ex-1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

MOTION OF DEFENDANTS FOR DEFAULT JUDGMENT
AGAINST PLAINTIFFS UNDER PA. R.C.P. NO. 1037(c)
ON THE NEW MATTER

Defendants Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife, and Scott L. Bressler and Patricia J. Bressler, Husband and Wife (collectively the "Bresslers"), by and through their attorneys, Belin & Kubista, and move this Court pursuant to Pa.R.C.P. No. 1037(c) for entry of default judgment on the New Matter against Plaintiffs, Lanny Bloom, Sylvan Bloom, and Gerald Bloom, and in support thereof aver the following:

1. Plaintiffs commenced this action on January 18, 2002 by complaint in ejectment.

2. On February 11, 2002, Defendants timely filed an answer to the complaint, with new matter endorsed with notice to plead. A copy of Defendants' answer with new matter is attached hereto as Exhibit "A," and made a part hereof.

3. Defendants New Matter pleaded that: (1) the Bresslers are the owners of a six acre tract being claimed by Plaintiffs in the Complaint and set forth the chain of title, including that the six acre tract had been reserved from the Plaintiffs' chain of title in Paragraphs 31-34 of the New Matter; (2) that the Bresslers are the owners of the coal, fire clay, and other minerals including oil and gas underlying all the property claimed by the Plaintiffs in the Complaint and set forth the chain of title and that the coal, fire clay, and other minerals including oil and gas had been reserved from the Plaintiffs' chain of title in Paragraphs 35-38 of the New Matter; and (3) that the Bresslers were the owners of the surface of 56 acres which is also the land lying to the North of Pike Township Road T-441 by virtue of adverse possession from 1950 to date as well as from a series of deeds as set forth in Paragraphs 39-54 of the New Matter.

4. Plaintiffs' reply to Defendants New Matter was required by the Pennsylvania Rules of Civil Procedure to be filed on or before March 4, 2002.

5. At no time did Plaintiffs' counsel request an extension of time within which to prepare and file the reply.

6. By letter dated March 14, 2002, Defendants' counsel notified Plaintiffs' counsel that Defendants intended to move for default judgement pursuant to Pa.R.C.P. No. 1037(c) if a reply were not filed on or before March 21, 2002. A true and correct copy of the letter of March 14, 2002 is attached hereto as Exhibit "B."

7. To date, Plaintiffs have failed and refused to file a reply to Defendants' New Matter.

8. That the Bresslers seek an order of the court that the allegations set forth in the New Matter shall be deemed admitted by the Plaintiffs in this action.

WHEREFORE, Defendants respectfully request Your Honorable Court issue a rule on Plaintiffs to show cause why the court should not enter an Order that all of the allegations set forth

in the New Matter filed in the above-captioned case should not be deemed admitted.

BELIN & KUBISTA

By

Carl A. Belin, Jr. Esq.
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: :
MEARLE G. BRESSLER and PATRICIA : ANSWER AND NEW MATTER
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

FEB 11 2002

Attest: *William L. Prothonotary*

Exhibit "A"

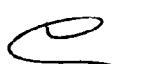
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife,
Defendants :
:

NOTICE

You are hereby notified to plead to the New Matter set forth in the within pleading within twenty (20) days of service thereof, or default judgment may be entered against you.

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

ANSWER AND NEW MATTER

AND NOW comes Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler by and through their attorneys Belin & Kubista, and files the following answer and in support thereof avers as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is denied and it is averred that Plaintiffs are the owners of a 152 acre tract which lies to the South of Pike Township Road T-441 ("township road") and which are more particularly set forth in a certain deed from Daniel

J. Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated October 4, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

7. Paragraph 7 is admitted in part that W. Hugh Norris and Grace Norris conveyed the 152 acre tract to Plaintiffs by deed dated August 20, 1990 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1445, page 182 which tract lies entirely to the South of the township road. In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

8. Paragraph 8 is denied that Parcel 1 conveys any title to the land lying to the North of the township road. It is admitted that Parcel No. 1 of the deed of conveyance conveys a portion of the 152 tract of land that is set forth on a survey showing a division of the John Ladd Howell Warrant which is attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 3, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed

Book 401, page 422 which is survey is attached hereto and made a part hereof as Exhibit "1". In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

9. Paragraph 9 is denied that Parcel 2 conveys any title to the land lying to the North of the township road. It is admitted that Parcel No. 2 of the deed of conveyance contains a portion of the 152 tract of land that is set forth on a survey showing a division of the John Ladd Howell Warrant which is attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 3, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422 which survey is attached hereto and made a part hereof as Exhibit "1". In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

10. Paragraph 10 is denied as averred and it is averred that Plaintiffs do not have title to the portions of Parcel 1 and Parcel 2 which lie to the North of the township road and which are identified in Clearfield County Tax Map as No. 126-H12-9 and No. 126-H12-9.1 but it is averred that Defendants have title to the premises which lie to the North of the

township road and which are identified in Clearfield County Tax Map as No. 126-H12-9 and 126-H12-9.1 by virtue of adverse possession. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

11. Paragraph 11 is denied as averred and it is averred that W. Hugh Norris was conveyed the two parcels by the deed of Daniel J. Spingola and Julia S. Spingola dated August 11, 1948, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 393, page 205, however, it is averred that W. Hugh Norris made no claim from the date of the recording of that deed through his lifetime to the portion of the tract which lies to the North of the township road and the Defendants Bresslers acquired title by adverse possession. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

12. Paragraph 12 is denied as averred and it is averred that Daniel J. Spingola and Julia S. Spingola conveyed to W. Hugh Norris and Grace Norris a deed for 152 acres on October 4, 1949, which deed is recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426 which

title W. Hugh Norris acquiesced in during his ownership of the 152 acre tract and it is averred that W. Hugh Norris and Grace Norris never made any claim to Defendants Bresslers for said tract which lies to the North of the road from 1949 to 1990. In further answer thereto Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

13. Paragraph 13 is admitted and it is averred that Perry Bowman and Elizabeth Bowman also acquired the title to the minerals and mining rights by a separate deed from Frank G. Smith and Eleanor U. Smith dated March 18, 1947 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 380.

14. Paragraph 14 is denied and it is averred that the first deed was made on December 10, 1966 rather than December 10, 1996 as averred in Paragraph 14 of the Plaintiffs' Complaint. Defendant acquired title to the premises North of the township road by adverse possession, and in further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

15. Paragraph 15 is denied as averred in that it is averred that Defendants' predecessor Perry Bowman and Elizabeth

Bowman did convey title to the parcel lying to the North of the road by virtue of the deed set forth in Paragraph 15 of Plaintiffs' Complaint, it is averred, however, that title to the premises arises from adverse possession of the premises from 1950 to date by the Defendants. In further answer thereto, title was acquired by the Defendants as set forth in Paragraphs 31 through 55 of the New Matter which are hereby incorporated by reference and made a part hereof.

16. Paragraph 16 is denied and it is averred that the premises conveyed in the deed set forth in Paragraphs 14 and 15 of the complaint were acquiesced in by W. H. Norris in that he never made any claim during his ownership as to the premises lying to the North of the township road. In further answer thereto, Plaintiffs have acquired title through adverse, continuous, visible, notorious, exclusive and hostile possession over the premises and have continued possession for a period in excess of 21 years, and in further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

17. Paragraph 17 is denied as averred and it is averred that Frank G. Smith and Eleanor U. Smith did convey title to the coal, fire clay and other minerals including oil and gas

together with the rights to mine and remove the same by virtue of said deed. In further answer thereto, Paragraphs 35 through 38 of the New Matter are hereby incorporated by reference and made a part hereof.

18. Paragraph 18 is denied as averred and it is averred that Defendants Bressler acquired title by virtue of adverse possession in any event. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

19. Paragraph 19 is denied as averred although it is admitted that both the Bowmans and the Spingolas entered into a transaction to correct the premises conveyed by the earlier deeds which correction was acquiesced by the Norrises who never made any claim for ownership beyond the premises conveyed in the corrective deed during their ownership; it is averred that in any event the Defendants Bresslers acquired title by adverse possession to the premises lying to the North of the township road. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

20. Paragraph 20 is denied in that it is averred that Plaintiffs' predecessors in title, W. Hugh Norrises and Grace

Norris, had actual knowledge of said deed and acquiesced in the premises conveyed in the corrective deed in that they never made any claim to the Defendants' Bresslers for the premises lying to the North of the township road. In further answer thereto Defendants Bresslers acquired title to the premises North of the township road by adverse possession, and Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

21. Paragraph 21 is admitted and it is averred that on October 4, 1949, W. Hugh Norris received actual notice of the adverse claim of Perry Bowman and Elizabeth Bowman extended to the tract of land which lies to the North of the township road and it is averred that W. Hugh Norris never took any action against the Bowmans or their successors in title since the 1949 deed; in any event the Defendants Bresslers acquired title to the premises lying to the North of the road by adverse possession, and in further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

22. Paragraph 22 is denied and it is averred that W. Hugh Norris and Grace Norris had actual knowledge of the deed and acquiesced in the claim by the corrective deed during their

ownership from 1949 to 1990 in that they never made a claim against the Defendants Bresslers for the premises lying to the North of the road; and in any event, the Defendants Bresslers acquired title to the premises by adverse possession. In further answer thereto, Paragraphs 31 through 55 of the New Matter are hereby incorporated by reference and made a part hereof.

23. Paragraph 23 is denied and it is averred that W. Hugh Norris lived in the area from 1950 through 1966 and observed the activities of Defendants Bresslers as to the premises lying to the North of the township road. In further answer hereto, Paragraphs 46 through 49 of the New Matter are hereby incorporated by reference and made a part hereof.

24. Paragraph 24 is denied and Paragraphs 23 and 39 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

25. Paragraph 25 is denied and in further answer thereto, Paragraphs 15 through 24 and 39 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of the Defendants and against the Plaintiffs.

26. Paragraph 26 is denied and in further answer thereto Paragraphs 1 through 25 and 39 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

27. Paragraph 27 is denied and in further answer thereto Paragraphs 6 through 26 and 31 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of the Defendants and against the Plaintiffs.

28. Paragraphs 1 through 27 and Paragraphs 31 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

29. Paragraph 29 is denied and Paragraphs 1 through 28 and 31 through 55 of this Answer and New Matter are hereby incorporated by reference and made a part hereof.

30. Paragraph 30 is denied and it is averred that Paragraphs 1 through 29 and 31 through 55 of this Answer and New Matter are hereby incorporated by reference.

WHEREFORE, Defendants request Your Honorable Court to enter judgment in favor of the Defendants and against the Plaintiffs.

NEW MATTER

SIX ACRE TRACT

31. Defendants are the owners of the following six (6) acre tract of land lying to the South of Pike Township Road T-441 which is located within the premises claimed by the Plaintiffs in Paragraph 6 of their Complaint and which is more particularly bounded and described as follows:

BEGINNING at a post on the South side of Township Road leading from Olanta to New Millport four hundred and sixteen (416) feet East of the Ferguson Township line; thence over lands of the Grantors South four (4°) degrees seven (7') minutes West, five hundred (500) feet to a post corner; thence over lands of the Grantors North thirty-five (35°) degrees forty-five (45') minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4°) degrees seven (7') minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, its several courses and

distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

("six acre tract").

32. Defendants acquired title to said six acre tract by virtue of the following deeds:

a. Deed from Robert Rishel and Genevieve Rishel to Patricia Jean Rishel Bressler and Mearle Glenn Bressler dated November 30, 1974, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 693, page 565 (no reservation of six acre tract).

b. Deed from Perry Bowman and Elizabeth Bowman to Robert Rishel dated October 28, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 402, page 344 (no reservation of six acre tract).

c. Deed from Frank G. Smith and Eleanor U. Smith to Perry Bowman and Elizabeth Bowman dated July 2, 1943, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 351, page 218 (no reservation of six acre tract).

33. The six acre tract has been reserved in the chain of title of Plaintiffs in the following deeds:

a. Deed from W. Hugh Norris to Sylvan Bloom, Lanny Bloom, and Gerald Bloom dated August 20, 1990, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 1445, page 182.

b. Deeds from Daniel Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated August 11, 1948 and recorded in the office of the Recorder of Deeds of Clearfield County in Deed Book 393, page 205; and dated October 4, 1949 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426.

c. Deeds from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated August 3, 1948 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 392, page 377; and dated October 3, 1949, recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422.

34. That as a result, Defendants Bresslers are the owners of said six acre tract and Plaintiffs have no interest in said six acre parcel which is located within the premises claimed by Plaintiffs in Paragraph 6 of their Complaint by a survey attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 7, 1949, and recorded in the

Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422, which survey is also referred to in the deed from Daniel J. Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated October 4, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426 and attached hereto as Exhibit "1."

COAL, FIRE CLAY, AND OTHER MINERALS INCLUDING OIL AND GAS

35. Defendants are the owners of all the coal, fire clay and other minerals, including oil and gas, underlying the premises described in Paragraph 6 of Plaintiffs' Complaint as Parcel No. 1 and Parcel No. 2 together with the rights to remove the same as follows:

All the coal, fire-clay, other minerals, oil and gas, with the right of ingress, egress and regress into, through and upon the above described lands for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, chutes, railroads, roads, lateral railroads,

electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

36. Defendants Bresslers acquired title to said coal, fire clay, and other minerals including oil and gas together with mining rights by virtue of the following deeds:

a. Deed from Frank Smith and Eleanor U. Smith to Perry Bowman dated March 18, 1947 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 380. (Deed expressly conveys title to coal and other minerals and has no reservation of the mineral interests as distinguished from the earlier deed from Frank Smith and Eleanor U. Smith to Perry Bowman and Elizabeth Bowman dated July 2, 1943, and recorded in the Office of the Recorder of

planting hay and Mr. Norris talked with the Bresslers on many of these occasions without ever claiming title to the 56 acre tract during said period.

48. That the Bresslers stripped the 56 acre tract in 1978 and the attorney for the coal company wrote the Norries indicating the Bresslers owned the property and W. Hugh Norris wrote back claiming title but he never took any action against Defendants during his ownership of the tract across the road for over forty (40) years from 1949 to 1990. See letters attached hereto as Exhibits "2" and "3."

49. That the present Plaintiffs also visited the property South of the road and had actual knowledge of the activities of the Bresslers from 1990 to the present date.

50. That Plaintiffs took no action regarding the Bresslers exclusive possession of the 56 acre tract from 1990 until the present action filed on January 18, 2002.

51. That the Bresslers have obtained title to the premises by virtue of their adverse possession since 1950 which is in excess of the statutory period of twenty-one (21) years.

52. That the Bresslers also obtained title by virtue of the following deeds which have been acquiesced in by the

underlying the entire premises claimed by Plaintiffs and Plaintiffs have no interest in the coal, fire clay and other minerals, including oil and gas, together with the mining and removal rights lying in, upon and under their premises.

56 ACRE TRACT

39. Plaintiffs are the owners of the premises lying to the North of Pike Township Road T-441 which are more particularly set forth in a survey as 56.46 acres and described in said survey which survey is attached hereto as Exhibit "1"; said survey is attached to the deed from Perry Bowman and Elizabeth Bowman to Daniel J. Spingola dated October 3, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 422, and is referred to in the deed from Daniel J. Spingola and Julia Spingola to W. Hugh Norris and Grace Norris dated October 4, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 426 ("the 56 acre tract").

40. The Plaintiffs predecessor in title, W. Hugh Norris had actual knowledge of the 1949 Spingola-Norris deed as he received the deed to him referred to in Paragraph 39 of this New Matter and also referred to the deed in a letter in 1978 which letter is attached hereto as Exhibit "3."

Deeds of Clearfield County, Pennsylvania in Deed Book 351, page 218 which contains the reservation which also appears in Plaintiffs' deed set forth in Paragraph 7 of the Complaint).

b. Deed from Perry Bowman and Elizabeth Bowman to Robert Rishel dated October 28, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 402, page 344. (Deed has no reservation of the mineral interests.)

c. Deed from Robert Rishel and Genevieve Rishel to Patricia Jane Rishel Bressler and Mearle Glenn Bressler dated November 30, 1974, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 693, page 565. (Deed has no reservation of the mineral interests).

37. That the coal, fire clay and other minerals, including oil and gas, together with rights to remove the coal, fire clay and other minerals including the oil and gas has been reserved in the chain of title of Plaintiffs by virtue of the deeds set forth in Paragraph 33 of the New Matter which are hereby incorporated by reference and made a part hereof.

38. That as a result, the Defendants Bresslers are the owners of all the coal, fire clay and other minerals including oils and gas, together with mining and removal rights,

41. The Spingola-Norris deed referred to in Paragraph 39 of this New Matter conveys to W. Hugh Norris and Grace Norris one hundred fifty-eight (158) acres South of Pike Township Road T-441 but reserves the six acre tract, leaving a net tract of one hundred fifty-two (152) acres.

42. W. Hugh Norris and Elizabeth Norris were assessed with a barn and a tract of one hundred fifty-two (152) acres having Tax Map No. 126-H12-10 from 1950 to 1990 when the tract was transferred to Plaintiffs who continued to be assessed with said one-hundred and fifty-two (152) acre tract from August 20, 1990 to the present.

43. Robert Rishel, the grantor of Defendant Patricia Jean Bressler was assessed with a house and sixty-three (63) acres and fifty-four (54) acres of coal rights which included the 56.46 acre tract and the six acre tract and coal rights from 1949 to 1969 when the Bresslers became assessed with four (4) acres in fee bearing Tax Map Identification 126-H12-9.1 and in 1976 the entire assessment to the 56 acre tract and coal rights and identified as 126-H12-9 was transferred to the Defendants Mearle Bressler and Patricia Bressler.

44. The Bresslers paid taxes on the 56 acre tract (126-H12-9 and 9.1) from 1976 to the present.

45. That the Bresslers obtained title to the 56 acre tract by adverse possession which was open, continuous, visible, notorious, exclusive, and hostile as a result of their exclusive occupation of the land from 1950 to the present date.

46. Their exclusive possession included occupying the house located on the 56 acre tract from 1950 to date and conducting the following actions from 1950 to date: developing and maintaining lawns, garden, and planting trees on the tract; erecting a building and dog kennels; constructing a pond on the premises; excavating shale on the tract, piling the shale, and selling the shale; digging, planting and maintaining a large vegetable garden; and otherwise making exclusive use of the property to the exclusion of others, particularly the Plaintiffs and their predecessors in title.

47. Plaintiffs predecessors in title, W. Hugh Norris and Grace Norris, his wife, had actual notice of the activities set forth in Paragraph 46 which is hereby incorporated by reference and made a part hereof as they lived in the area from 1950 through 1966 and traveled by Defendants' 56 acre tract on numerous occasions as they had to pass by the 56 acre tract to get to their 152 acre tract which was directly across the township road where Hugh Norris was maintaining cattle and

Plaintiffs and their predecessors in title for over fifty-two (52) years:

a. Robert Rishel and Genevieve Rishel to Patricia Jane Bressler and Mearle Glenn Bressler dated November 30, 1974, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 693, page 505.

b. Robert Rishel and Genevieve Rishel to Mearle Bressler and Patricia Bressler dated December 10, 1966, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 539, page 336.

c. Perry Bowman and Elizabeth Bowman to Robert Rishel dated October 28, 1949, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 402, page 344.

d. Frank G. Smith and Eleanor U. Smith by deed dated July 2, 1943 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 351, page 28; and deed dated March 18, 1947, and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 401, page 380.

53. That the Defendants, Scott L. Bressler and Patricia J. Bressler, claim title to the premises by adverse possession

as a result of the activities of their parents and their own activities in which they maintained open, continuous, visible, notorious, exclusive, and hostile possession from September 23, 1982 to the present and by virtue of the adverse possession of their parents.

54. That the Bresslers also obtained title by virtue of the following deeds:

a. Deed from Mearle Bressler and Patricia Bressler to Scott L. Bressler and Patricia J. Bressler dated September 23, 1982 and recorded in the office of the Recorder of Deeds of Clearfield County in Deeds and Records Book 845, page 169.

b. Deed from Mearle Bressler and Patricia Bressler to Scott L. Bressler and Patricia J. Bressler dated February 7, 2002 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200202125.

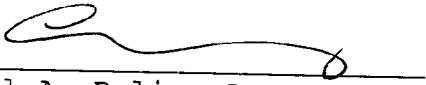
55. That the Plaintiffs and Defendants are the only persons known to Defendants who have any interest in the premises.

WHEREFORE, Defendants request that judgment be entered in

favor of Defendants and against Plaintiffs in the above-captioned action.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :
:

Before me the undersigned officer, personally appeared MEARLE G. BRESSLER and PATRICIA JANE RISHEL BRESSLER, husband and wife, and SCOTT L. BRESSLER and PATRICIA J. BRESSLER, husband and wife, being duly sworn according to law, depose and say that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of our knowledge, information and belief.

Mearle G Bressler
Mearle G. Bressler

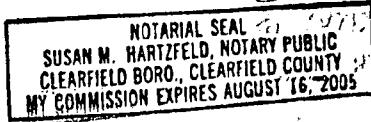
Patricia Jane Rishel Bressler
Patricia Jane Rishel Bressler

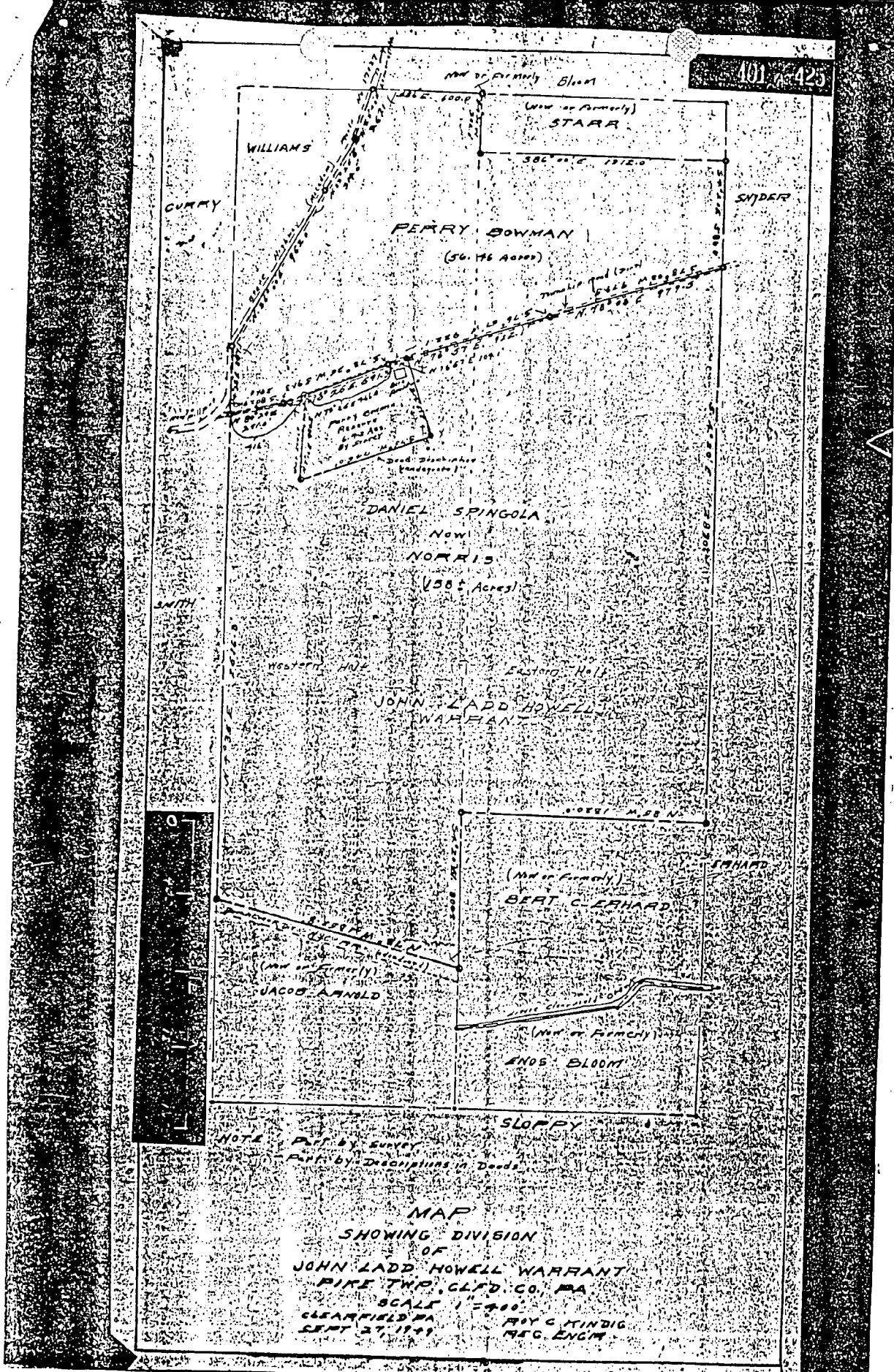
Scott L Bressler
Scott L. Bressler

Patricia J Bressler
Patricia J. Bressler

Sworn and subscribed before me this 11th day of
February, 2002.

Susan M. Hartzfeld
Notary Public





Entered of Record Oct. 7, 1949, 4-25 AM. Wm. W. Muller, Recorder

Exhibit "1"

LAW OFFICES
DAVID S. AMMERMAN

211 EAST LOCUST STREET
CLEARFIELD, PA. 16830

TELEPHONE 765-5305
AREA CODE 814

August 11, 1978

Mr. and Mrs. W. Ruey Norris
Rt. 2, Box 1728
Fort Angeles, Wash. 98362

RE: 152 Acres - Pike Township, Clearfield
County, Pennsylvania, Assessment No.
126-H12-10

Dear Mr. & Mrs. Norris:

I represent Shale Hill Coal Company of R. D.,
Grampian, Pennsylvania.

This letter is to advise you that my client has
entered into a lease agreement with Merle and Patricia
Bressler for the surface stripping of coal from the above
property of which you are surface owner.

Exhaustive title examinations of the area indicate
that your title not only reserves the coal but surface strip
mining rights. If you will examine your deed from Daniel
Spingola, you will note that these rights are specifically
reserved and we have determined belong to Mr. and Mrs.
Bressler.

This letter is to put you on notice of my client's
intentions. It is expected that mining will begin in the
rights were reserved, no payments for the coal or the
removal of the coal will be made to you.

If you have any questions, please feel free to
contact the undersigned.

Very truly yours,

David S. Ammerman

DSA/sbg

cc: Shale Hill Coal Co.

Exhibit "2"

1728 Old Olympic Highway
Port Angeles, Wa. 98362
August 18, 1978

Dear Mr. Ammerman,

Your letter of August 11, 1978 brought me news which disturbs me very much.

In 1966 when we moved from New Millport, my wife and I made a new will leaving our beautiful woodland in Pike Township to the Clearfield County Historical Society to be preserved as a park. This woodland includes fifty acres of the biggest hemlock and pine trees still standing in Clearfield County. We feel these beautiful trees should be preserved for future generations, not devastated by senseless coal stripping.

Your letter states, "exhaustive title examination". What did you determine when you checked Deed Book No. 393 page 205? You should have found that Daniel Spingola sold us all of the ground in question August 11, 1948. This included all of the ground both north and south of the Olanta to Millport road; it also included the ground on which the present Bressler homestead is located. This deed was recorded Oct. 11, 1948. We have owned this ground from then to present.

The so called corrected deed dated Oct. 4, 1949 was invalid. Our consent was never given to this change. It came about due to a promise which Spingola had made to Perry Bowman and forgot when he sold to us.

All of the above was verified in 1963 when Silverblatt searched the titles for the Warren Hartman coal stripping company.

It was concluded that Spingola sold ground which legally did not belong to him to Perry Bowman, who sold to Robert Rischell, who sold to Bressler. Since this deed was illegal, the coal stripping rights belong to the Spingola estate not Bowman, Rischell, or Bressler and that the present Bressler homestead is located on ground owned by Hugh and Grace Norris.

Very truly yours,

Hugh Morris

Hugh Morris

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

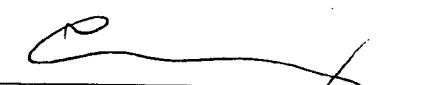
LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
vs. Plaintiffs : NO. 2002-95-C.D.
: :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true
and correct copy of Defendants' Answer and New Matter in the
above-captioned matter to the following party by postage
prepaid United States mail on February 11, 2002:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendants

BELIN & KUBISTA

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-8972
TELECOPIER (814) 765-9893

March 14, 2002

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

In re: Lanny Bloom, Sylvan Bloom and Gerald Bloom v.
Mearle G. Bressler, Patricia Jane Rishel
Bressler, Scott L. Bressler and Patricia J.
Bressler No. 2002-95-CD

Dear John:

On February 11, 2002, we forwarded to you an answer and new matter in the above-captioned action. The reply to the new matter on this is overdue. I wish to give you notice that if an answer is not filed on or before March 21st, that we will take action to enter a default judgment on the new matter.

If you have any questions, please advise.

Very truly yours,

BELIN & KUBISTA

Carl A. Belin, Jr.

CABjr:smh

cc: Mr. and Mrs. Mearle G. Bressler
Mr. and Mrs. Scott L. Bressler

Exhibit "B"

CLIFFFIELD, PENNSYLVANIA 16830

15 NORTH FRONT STREET

G. BOYD

ATTORNEYS AT LAW

BELIN & KUBISTA

FILED

APR 03 2002

01/144/35 < aty
William A. Shaw
Prothonotary

Belm
CS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER, :
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
Type of Document: Answer
to Defendants' New Matter
Filed on behalf of:
Plaintiffs
Counsel for this Party:
John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED

APR 15 2002
O/l. 141/cb atty Carfley
William A. Shaw
Prothonotary



#5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and
GERALD BLOOM,

Plaintiffs, : No. 2002-95-CD

-vs-

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband and
Wife; and SCOTT L. BRESSLER and
PATRICIA J. BRESSLER, Husband and
Wife,

Defendants.

PLAINTIFFS' ANSWER TO DEFENDANTS' NEW MATTER

AND NOW COMES, the Plaintiffs Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their counsel John R. Carfley, Esquire, files the following Answer to Defendants' New Matter and in support thereof avers the following:

SIX ACRE TRACT

31. Admitted.

32. Admitted.

33. Admitted.

34. Admitted.

COAL, FIRE CLAY, AND OTHER MINERALS INCLUDING OIL AND GAS

35. Admitted.

36. Admitted.

37. Admitted

38. Admitted.

56 ACRE TRACT

39. Admitted.

40. Denied. Plaintiffs are without knowledge to determine what if anything their predecessor in title, W. Hugh Norris, specifically knew regarding the 1949 Spingola-Norris deed. To the extent that Defendants claim relies on said knowledge, Plaintiffs request that strict proof be offered at time of trial.

41. Admitted.

42. Admitted.

43. Denied as stated. Plaintiffs are without knowledge to determine the accuracy of Defendants' averment at this time. To the extent that Defendants claim relies on this factual averment, Plaintiffs request that strict proof be offered at time of trial.

44. Denied as stated. Plaintiffs are without knowledge to determine the accuracy of Defendants' averment at this time. To the extent that Defendants claim relies on this factual averment, Plaintiffs request that strict proof be offered at time of trial.

45. Denied. Defendants claim of adverse possession constitutes a conclusion of law for which no responsive pleading is required. By way of further answer, it is specifically denied that Defendants actions have satisfied the requirements necessary to establish a claim of adverse possession, namely that the Defendants actions were not open, continuous, visible, notorious, exclusive and hostile and for the required period of time, to entitle Defendants to said claim.

46. Denied. Defendants claim of adverse possession constitutes a conclusion of law for which no responsive pleading is required. By way of further answer, it is specifically denied that Defendants actions have satisfied the requirements necessary to

establish a claim of adverse possession, namely that the Defendants actions were not open, continuous, visible, notorious, exclusive and hostile and for the required period of time, to entitle Defendants to said claim.

47. Denied. Plaintiffs are without knowledge to be able to determine what, if any, representations were made by W. Hugh Norris to the Defendants. To the extent that Defendants claim relies on this factual averment, Plaintiffs request that strict proof be offered at time of trial.

48. Denied as stated. It is admitted that the Defendants stripped the tract in 1978, however, Plaintiffs are without knowledge to be able to determine what if any representations were made by the attorney for the coal company or W. Hugh Norris claiming title or initiating action to rid Defendants from possession of said tract.

49. Denied. On the contrary, Plaintiffs have no actual knowledge as to the activities participated in by the Defendants to support their claim for adverse possession. As such, Plaintiffs demand strict proof at time of trial.

50. Denied. On the contrary, Plaintiffs had no actual knowledge as to the activities participated in by the Defendants to support their claim for adverse possession. As such, Plaintiffs had no reason to initiate suit prior to the filing of the above-captioned action.

51. Denied. Defendants claim of adverse possession constitutes a conclusion of law for which no responsive pleading is required. By way of further answer, it is specifically denied that Defendants actions have satisfied the requirements necessary to establish a claim of adverse possession, namely that the Defendants actions were not open, continuous, visible, notorious, exclusive and hostile and for the required period of time, to entitle Defendants to said claim.

52. Denied. It is specifically denied that the Defendants acquired title by virtue of the deeds set forth in this paragraph. As outlined in Plaintiffs' Complaint, Defendants predecessor in title had previously transferred the property making any further deed null and void and without color of title.

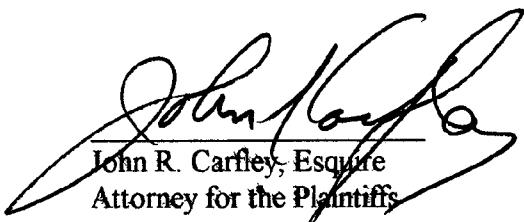
53. Denied. Defendants claim of adverse possession constitutes a conclusion of law for which no responsive pleading is required. By way of further answer, it is specifically denied that Defendants actions have satisfied the requirements necessary to establish a claim of adverse possession, namely that the Defendants actions were not open, continuous, visible, notorious, exclusive and hostile and for the required period of time, to entitle Defendants to said claim.

54. Denied. It is specifically denied that the Defendants acquired title by virtue of the deeds set forth in this paragraph. As outlined in Plaintiffs' Complaint, Defendants predecessor in title had previously transferred the property making any further deed, including the deeds from Defendants Mearle and Patricia Bressler to Defendants Scott and Patricia J. Bressler null and void and without color of title.

55. Admitted.

WHEREFORE, Plaintiffs respectfully request that this honorable Court enter judgment in favor of the Plaintiffs and against the Defendants as to title of the 56-acre tract in controversy in the above-captioned case.

Respectfully submitted,


John R. Carfley, Esquire
Attorney for the Plaintiffs

Dated: April 12, 2002

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Lang Z Blom

Dated: April 12, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs. : No. 2002-95-CD

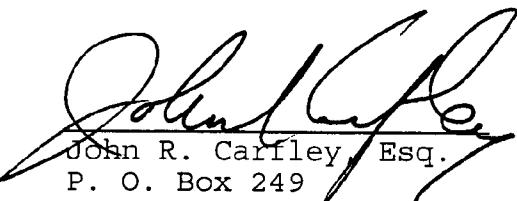
MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,

Defendants :

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the within
Plaintiffs' Answer to Defendants' New Matter on Defendants' Counsel
by regular United States Mail, postage prepaid this 15th day of
April, 2002 as follows:

Carl A. Belin, Jr., Esq.
BELIN & KUBISTA
P. O. Box 1
Clearfield, Pa., 16830


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED

APR 15 2002
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William A. Shaw
Prothonotary

WTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MOTION OF DEFENDANTS FOR
MEARLE G. BRESSLER and PATRICIA : PARTIAL JUDGMENT ON THE
JANE RISHEL BRESSLER, Husband and : PLEADINGS UNDER
Wife; and SCOTT L. BRESSLER and : PA. R.C.P. NO. 1034 and
PATRICIA J. BRESSLER, Husband and : 1037
Wife, :
Defendants :
:

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

MAY 16 2002

William A. Shaw
Prothonotary

11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
vs. :
Plaintiffs : NO. 2002-95-C.D.
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
0122613ccattyb6n

FILED

MAY 16 2002

William A. Shaw
Prothonotary

ORDER

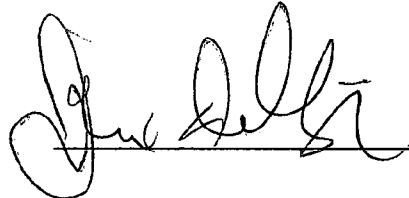
AND NOW, this 16th day of May, 2002, upon
consideration of Defendants' motion, it is hereby ORDERED that a
rule be issued upon Plaintiff to show cause why the court should
not enter an Order that the 6 Acre tract and the coal, fire
clay, and other minerals, including oil and gas, together with
the mining rights be vested in the Defendants in this action.

RULE returnable for written response May 31,
2002.

Argument and hearing, if necessary, to be held the 13th
day of June, 2002, at 10:00 A M. in Courtroom No.

1 of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

BY THE COURT,

A handwritten signature in black ink, appearing to read "John Bell", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'J' at the beginning.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: :
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

MOTION OF DEFENDANTS FOR PARTIAL JUDGMENT ON THE PLEADINGS
UNDER PA. R.C.P. NOS. 1034 and 1037

Defendants Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife, and Scott L. Bressler and Patricia J. Bressler, Husband and Wife (collectively the "Bresslers"), by an through their attorneys, Belin & Kubista, and move this Court pursuant to Pa.R.C.P. Nos. 1034 and 1037 for entry of partial judgment on the New Matter against Plaintiffs, Lanny Bloom, Sylvan Bloom, and Gerald Bloom, and in support thereof aver the following:

1. Plaintiffs commenced this action on January 18, 2002 by complaint in ejectment.

2. On February 11, 2002, Defendants filed an answer to the complaint, with new matter endorsed with notice to plead.

3. Defendants New Matter pleaded that: (1) the Bresslers are the owners of a six acre tract being claimed by Plaintiffs in the Complaint and set forth the chain of title, including that the six acre tract had been reserved from the Plaintiffs' chain of title in Paragraphs 31-34 of the New Matter; and (2) that the Bresslers are the owners of the coal, fire clay, and other minerals including oil and gas together with mining rights underlying all the property claimed by the Plaintiffs in the Complaint and set forth the chain of title and that the coal, fire clay, and other minerals including oil and gas had been reserved from the Plaintiffs' chain of title in Paragraphs 35-38 of Defendants' New Matter.

4. That on April 15, 2002, Plaintiffs filed a reply to new matter in which they admitted Paragraphs 31 through 34 of Defendants' New Matter, and in effect admitted that the Bresslers are the owners of the 6 Acre tract that had been claimed as a part of the premises by Plaintiffs in the complaint, and further admitted allegations 35 through 38 of

Defendants' New Matter admitting in effect that the Bresslers are the owner of the coal, fire clay, and other minerals, including oil and gas, together with the mining rights set forth in the new matter.

5. That the Bresslers are entitled to a judgment as a matter of law that they are the owners of the 6 Acre tract and coal, fire clay, and other minerals, including oil and gas, together with the mining rights on the basis of the admissions of Plaintiffs in this action.

WHEREFORE, Defendants respectfully request Your Honorable Court issue a rule on Plaintiffs to show cause why the court should not enter an Order that the 6 Acre tract and the coal, fire clay, and other minerals, including oil and gas, together with the mining rights vested in the Defendants in this action.

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

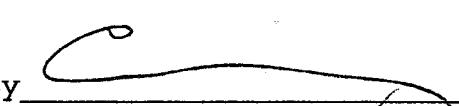
LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Defendants' Motion of Defendants for Default Judgment Against Plaintiffs Under Pa. R.C.P. No. 1037(c) on the New Matter in the above-captioned matter to the following party by postage prepaid United States mail on April 3, 2002:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr., 
Attorney for Defendants

CLEARFIELD, PENNSYLVANIA 16830
P O BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

FILED

MAY 16 2002

012-2614-Cath B.L.
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: CERTIFICATE OF SERVICE
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

MAY 17 2002

011331 NOCC
William A. Shaw
Prothonotary

48

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

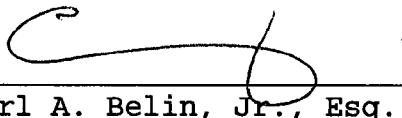
LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Motion of Defendants for Partial Judgment on the Pleadings Under Pa. R.C.P. Nos. 1034 and 1037 in the above-captioned matter to the following party by postage prepaid United States mail on May 16, 2002:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendants

CLIFFFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELIN & KUBISTA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM
and GERALD BLOOM
Plaintiffs

vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
Type of Document: Answer
to Defendants' Motion
For Partial Judgment
Filed on behalf of:
Plaintiffs
: Counsel for this Party:
John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED

JUN 03 2002

William A. Shaw
Prothonotary

#9

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband : Ejectment
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
and wife,

PLAINTIFFS' ANSWER TO DEFENDANTS'
MOTION FOR PARTIAL JUDGMENT

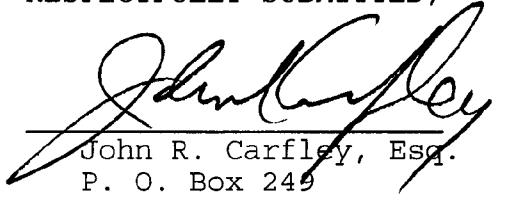
AND NOW come the plaintiffs, Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their attorney, John R. Carfley, Esquire, respond to the Defendants' Motion for Partial Judgment on New Matter and in support thereof avers as follows:

1. Admitted.
2. Admitted.
3. Denied. On the contrary it is averred that after reasonable investigation, plaintiff is without knowledge sufficient to form a belief as to the truth of the averments set forth therein and insofar as relevant, proof thereof is demanded at time of trial.
4. It is specifically denied that the plaintiffs have admitted ownership of any properties referenced by the defendants in any paragraphs of their New Matter and insofar as relevant proof of said ownership is demanded at time of trial by presentment of valid chains of title together with accompanying deeds and other instruments of conveyance.

5. Denied. On the contrary it is averred that Paragraph 5 states a conclusion of law as to which no further response is required. By way of further answer it is averred that the Defendants are required pursuant to the Pennsylvania Rules of Civil Procedure and civil practice to assert any and all claims of ownership including a chain of title and other deeds and/or instruments of conveyance in order to finalize title in and to any respective party.

WHEREFORE, plaintiffs request this Honorable Court to issue an order directing hearing on the ownership of the six acre tract and the ownership of the coal, fire clay and other minerals including oil and gas together with the mining rights thereon which may have vested in the defendants and/or the plaintiffs in this action.

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: May 31, 2002

FILED

1cc

10:30 AM
JUN 03 2002

Atty. Crowley

William A. Shaw
Prothonotary

Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

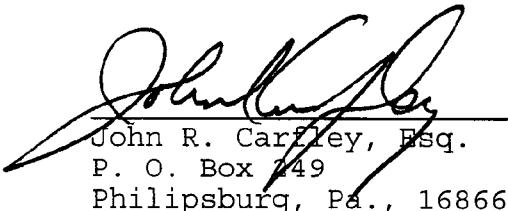
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the within
Plaintiffs' Answer to Defendants' Motion for Partial Judgment on
Defendants' Counsel by regular United States Mail, postage prepaid
this 31st day of May, 2002 as follows:

Carl A. Belin, Jr., Esq.
BELIN & KUBISTA
P. O. Box 1
Clearfield, Pa., 16830


John R. Cartley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED

JUN 03 2002

William A. Shaw
Prothonotary

49

FILED
06/03/2002
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ECC
FEB

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
vs. Plaintiffs : NO. 2002-95-C.D.
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, Defendants :
: JUN 19 2002

FILED

William A. Shaw
Prothonotary

ORDER

AND NOW, this 13 day of June, 2002, upon
consideration of Defendants' Motion for Partial Judgment on the
Pleadings and the Answer thereto, it is the ORDER of the Court
that the following tracts are owned by Mearle G. Bressler and
Patricia Jane Rishel Bressler:

ALL those certain pieces or tracts of land situate in Pike
Township, Clearfield County, Pennsylvania, more particularly
bounded and described as follows, to wit:

THE FIRST THEREOF: BEGINNING at a post on
the South side of Township Road leading from
Olanta to New Millport four hundred and
sixteen (416) feet East of the Ferguson
Township line; thence over lands of the
Grantors South four (4°) degrees seven (7')
minutes West, five hundred (500) feet to a
post corner; thence over lands of the

(st 10)

Grantors North thirty-five (35°) degrees forty-five (45') minutes East, five hundred (500) feet to a post corner; thence still over lands of the Grantors, North four (4°) degrees seven (7') minutes East, five hundred (500) feet to Township Road leading from Olanta to New Millport; thence along the South side of said Township Road, its several courses and distances West, five hundred (500) feet more or less to post on said Township Road and place of beginning. Containing in all about six (6) Acres, more or less.

THE SECOND THEREOF: ALL the coal, fire-clay, other minerals, oil and gas, in, upon, and under the following two parcels of land:

PARCEL ONE: BEGINNING at a cucumber tree, corner of land of Patterson Company, and on a line of Richard Humphreys; thence by said line and by line of Gustavus Risburg South two (2°) degrees East three hundred and twenty (320) perches to an old Hemlock; thence by vacant land South eighty-eight (88°) degrees West, one hundred sixty (160) perches; thence by land of Joseph Covett North two (2°) degrees West, three hundred twenty (320) perches; and thence by land of said Patterson Company North eighty-eight (88°) degrees East, one hundred sixty (160) perches to place of beginning. Excepting and reserving therefrom the following pieces of land conveyed by William A. Bloom in his lifetime: Six (6) acres and ninety-six (96) perches conveyed to Levi Bloom by deed recorded at Clearfield in Deed Book 23, page 299; thirty (30) acres conveyed to Bert C. Erhard and Knisley L. Arhard by deed

recorded at Clearfield in Deed Book 82, page 217. Consisting of 56.4 acres more or less and more accurately described as bearing Clearfield County Assessment Number 126-H12-9.

PARCEL TWO: BEGINNING at a point in the western boundary line of the "John Ladd Howell Warrant" of which this is a part, at the intersection thereof with the northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1/4) mile East of New Millport Station; thence by the western line of said Warrant, being the line of Ferguson Township, North four (4°) degrees and seven (7') minutes East for a distance of two thousand eight hundred sixty-three and four-tenths (2863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35°) degrees and forty-two (42') minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32°) degrees and forty-seven (47') minutes East for a distance of three hundred thirteen and five-tenths (313.5) feet; thence still by same North twenty-three (23°) degrees East for a distance of two hundred and sixty-four (264) feet to a point in the northern line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six (86°) degrees and twenty-seven (27') minutes East for a distance of six hundred (600) feet to a point, the northern end of the line dividing said Warrant in two parts; thence by said division line and lands of Lex Starr, Perry Bowman and B. C. and K. L.

Erhard South four (4°) degrees and twelve (12') minutes West for a distance of four thousand five hundred and forty-one (4541) feet to a point in the northern right of way line of the New York Central Railroad Beech Creek Division; thence by said northern right of way line being thirty-three (33) feet from the center line of said railroad measured at right angles thereto, North seventy-six (76°) degrees and ten (10') minutes West for a distance of one thousand three hundred fifty-two and eight-tenths (1352.8) feet to the point in the western line of the "John Ladd Howell Warrant" and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) acres of land careful measurement.

TOGETHER with the right of ingress, egress and regress into, through and upon the above described two parcels of land for the purpose of examining, searching for, prospecting, mining, manufacturing and preparing said coal, fire-clay, other minerals, oil and gas for market, and taking, storing, removing and transporting the same, and for these purposes the said Grantors shall have the right to mine and remove the said coal, fire-clay, other minerals, oil and gas, according to any and all known and modern methods, including the right to strip the surface (together with the right of using and occupying so much of the surface of the lands for drifts, headings, openings, shafts, air-shafts, tipples, dumps, chutes, railroads, roads, lateral railroads, electric power or transmission lines, improvements and other buildings) except miners houses upon, over and across and through said lands and the surface of the same so far as may be necessary or convenient for the proper working of any mine or mines for the removal of said coal, fire-clay, other minerals, oil and gas, or the shipping of the same, together with the right to deposit dirt or waste from such mine or mines upon the surface thereof, with a full and complete release of any and all damages that may result to the surface, buildings thereon erected, springs, waters, or any other damages

that may be done in the exercise of the rights herein reserved, or any of them, and which may result from the mining and removal of the coal, fire-clay, other minerals, oil and gas from said lands.

BY THE COURT,

A handwritten signature in black ink, appearing to read "J. W. Chaffey", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized "J" at the beginning.

FILED

JUN 19 2002
0120511cc atty Belvin
William A. Shaw
Prothonotary

REC'D

1cc atty Cawley

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. : PRAECIPE FOR NON-JURY
: TRIAL
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

FILED ON BEHALF OF:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

FEB 10 2003

William A. Shaw
Prothonotary

411

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

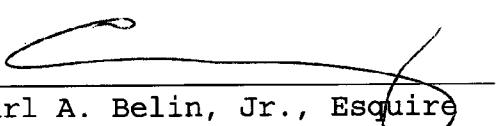
PRAECLPICE FOR NON-JURY TRIAL

TO THE PROTHONOTARY:

Please place this case on the next non-jury trial list.

Estimated length of trial - 1 day.

BELIN & KUBISTA


Carl A. Belin, Jr., Esquire
Attorney for Defendants

CLIFFFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

3/25/1982

John G. Bellin
John G. Bellin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: CERTIFICATE OF READINESS
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife,
Defendants :

FILED ON BEHALF OF:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

FEB 10 2003

William A. Shaw
Prothonotary

#12

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

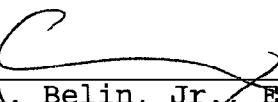
LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

CERTIFICATE OF READINESS

Counsel hereby certifies:

1. That no motions are outstanding and that discovery has been completed and the case is ready for trial;
2. That the case is to be heard non-jury; and
3. That notice of the praecipe has been given to the attorney representing the other parties.

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorneys for Defendants

CLARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELLIN & KUBISTA

0/3-10
rec'd
Copy to C.R.
[initials]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: CERTIFICATE OF SERVICE
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife,
Defendants :
:

FILED ON BEHALF OF:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

FEB 10 2003

William A. Shaw
Prothonotary

#13

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Praeclipe for Non-Jury Trial and Certificate of Readiness in the above-captioned matter to the following party by postage prepaid United States mail on February 10th, 2003:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By

Carl A. Belin, Jr., Esq.
Attorney for Defendants

CLEARFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELIN & KUBISTA

Mo-
C/3:10 pm

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM :
:
-vs- :
: No. 02 - 95 - CD
:
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER, :
and PATRICIA J. BRESSLER, Husband :
and Wife :
:

PRE-TRIAL ORDER

NOW, this 9th day of April, 2003, following pre-trial conference in the above-captioned matter, it is the ORDER of this Court that trial without a jury shall be had on Friday, August 8, 2003, commencing at 9:00 a.m.

By the Court,

President Judge

FILED

APR 09 2003

William A. Shaw
Prothonotary

#14

FILED

APR 09 2003

William A. Shaw
Prothonotary

Court of Common Pleas
+
Berlin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband : Ejectment
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,

Defendants :

RULE

AND NOW, this 14th day of April, 2003, upon consideration
of the foregoing Motion, a rule is hereby issued upon Defendants to
Show Cause why the Motion should not be granted. Rule returnable
the 5 day of May, 2003, for filing written response and
the 21 day of May, 2003, for hearing thereon. at 9:00 A.M.

NOTICE

A MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO
DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING MOTION, YOU
MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY
ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR
OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED
THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN
ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER
NOTICE FOR RELIEF REQUESTED BY THE MOVANT. YOU MAY LOSE RIGHTS
IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO
NOT HAVE A LAWYER OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE
SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PENNSYLVANIA, 16830
(814) 765-2641

FILED

BY THE COURT:

APR 14 2003
William A. Shaw
Prothonotary

#15

FILED

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04/13/2003
APR 14 2003
EAS Atty Castile

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FILED

APR 11 2003

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs
vs. : No. 2002-95-CD
MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband : Ejectment
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
vs.

William A. Shaw
Prothonotary

PLAINTIFF'S MOTION IN LIMINE

AND NOW, come the plaintiffs, Lanny Bloom and Gerald Bloom,
who by and through their attorney, John R. Carfley, Esquire, move
this court for pre-trial relief and in support of said Motion aver
as follows:

I. MOTION IN THE FORM OF A REQUEST FOR SUMMARY JUDGMENT
BASED UPON PLAINTIFFS' SUPERIOR CLAIM OF TITLE

1. The Plaintiffs are the owners of certain real property,
title to which vested in them pursuant to the abstract of title
attached to Plaintiffs' Complaint and attached hereto as Exhibit A.

2. Defendants claim title to a parcel of land consisting of
56.46 acres more or less which parcel of land the defendants claim
to have acquired title to by virtue of the abstract of title
attached hereto as Exhibit B.

3. It is Plaintiffs' contention that the parcel said to
contain 56.46 acres and alleged to have been acquired by Defendants
by virtue of their abstract of title was, in fact, previously
conveyed to Plaintiffs' predecessors in title and that legal title,

#15

therefore, vested in Plaintiffs' predecessors in title and was never divested by virtue of any legal transferrance recorded in the appropriate offices of Clearfield County or by any other recognized legal or equitable theory of divestiture of title.

4. It is believed and therefore averred that the Defendants' predecessors in title created in essence a new chain of title in order to qualitatively enhance their title and in order to belatedly vest some color of title to the said premises in the Defendants.

5. It is believed that these deeds recited in Defendants' chain of title are not only invalid but are also void ab initio in that W. Hugh Norris, Plaintiffs' predecessor in title never joined in any of the corrective deeds by which title to the 56.46 acre tract would have been divested and made available for transferrance to the Defendants and/or their prececessors in title.

6. Defendants now claim that they have title to the said premises based upon colorable title and by virtue of the adverse possession of the premises over a period in excess of twenty-one years.

7. Color of title is the appearance of title in one who in good faith believes he has title but actually has not (emphasis added). Ladner on Conveyancing in Pennsylvania §2:03 et. seq.

8. It is believed and therefore averred that in this instance Defendants cannot argue that they believed in good faith that they had actual title to the said premises since the records filed in the office of the Recorder of deeds of Clearfield County, Pennsylvania, clearly show that the parcel of land claimed by the

defendants was transferred in a previous deed to W. Hugh Norris and was never reconveyed; nor does any corrective deed appear of record in which the said W. Hugh Norris or his spouse joined in order to divest himself of title.

9. Defendants are thereby charged with actual and/or constructive notice of the transfer of title to this 56.46 acre tract by their predecessors in title to wit: Perry Bowman and Daniel Spingola; therefore Defendants cannot now claim that they began their adverse possession of the property pursuant to colorable title as that is defined under the Laws of the Commonwealth of Pennsylvania and in the Treatise Ladner: Conveyancing in Pennsylvania.

10. In order to establish adverse possession of property one must show that the possession was (1) actual, (2) continuous, (3) visible and notorious, (4) distinct and exclusive and (5) hostile to the rights of all individuals including the legal owner for a period in excess of twenty-one years.

11. The defendants have failed to plead any acts which would substantiate their claim of adverse possession citing rather the payment of taxes and/or the occupancy of a part of this tract by the Defendants and/or their predecessors in title. Moreover the Defendants have failed to establish even a scintilla of evidence relating to color of title since the tract over which they claim title by adverse possession was the subject of an outsale to Plaintiffs' predecessors in title which was legally recorded and available for all to inspect at the Office of the Recorder of Deeds, thus imposing upon the defendants actual and/or constructive

notice of the legal ownership of the premises by plaintiffs' predecessors in title.

12. Any acts undertaken by the Defendants with respect to the removal of minerals from this tract would likewise fail to establish acts equivalent to possession in that one may not perfect title to a mineral estate by adverse possession and the mineral estate which Defendants now claim was excepted and reserved from Plaintiffs' chain of title, contained substantial and expansive rights to disturb the surface and remove minerals by all methods without the consent of the surface owners so that said activity could have been engaged in and completed by the mineral estate owners without the consent of the surface owner and without alerting the surface owner that a claim of ownership was being asserted to the surface under the theory of adverse possession.

13. The defendants have failed to state a claim upon which relief might be granted and as a result judgment should be entered in favor of the Plaintiffs and against the Defendants for legal title to the surface of the said property in that the said Defendants cannot establish legal title by virtue of the respective abstracts of title nor can they establish the legal right to occupy the premises under any other theory including that of adverse possession.

COUNT II (EXCLUSION OF HEARSAY EVIDENCE)

14. Paragraphs 1 through 13 of Plaintiffs' Motion are hereby incorporated by reference as though set forth at length.

15. It is believed and therefore averred that Defendants intend to introduce a letter written by W. Hugh Norris, Plaintiff's

predecessor in title, purportedly in response to a letter transmitted to this individual by David Ammerman, Esquire.

16. It is believed and therefore averred that this letter is heresay and falls within no exception to the hearsay rule, nor does it qualify as an ancient document.

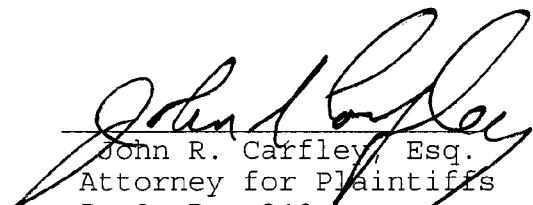
17. Plaintiffs have subpoenaed the records of Mr. Ammerman dealing with this particular case and might be in a position subsequent to a review of the file and the correspondence directed to W. Hugh Norris to stipulate as to the admissibility of this particular document.

18. This document, however, in and of itself cannot be admitted out of context and without the benefit of counsel's letters outlining the extent of the claim being made against the property at the time owned by Norris, since this would be prejudicial to the Plaintiffs' case and would be violative of the Pennsylvania Rules of Civil Procedure and the Rules of Evidence dealing with the establishment of a proper foundation before certain evidence may be admitted.

19. The Defendants have failed to establish a theory under which the letter proffered in Defendants' Pre-Trial Memorandum should be admitted without a proper foundation being laid, that foundation being those letters from counsel addressing the legal issues involved and thus warranting this response from Norris.

WHEREFORE, Plaintiffs demand that judgment be entered in favor of Plaintiffs and against the Defendants on the issue of legal title to the 56.46 acre tract or in the absence of such a ruling, to exclude the letter proffered by the Defendants without

proper foundation in the form of counsel's letters to W. Hugh Norris which letters should be delivered to Plaintiffs' counsel for examination prior to trial.


John R. Caffley, Esq.
Attorney for Plaintiffs
P. O. Box 249
Philipsburg, Pa., 16866

Dated: April 8, 2003

BLOOMS' ABSTRACT OF TITLE

1. Deed: Frank G. Smith et. al.
To Perry Bowman and
Elizabeth Bowman, his wife
Dated: July 2, 1943
Transfer consisted of two parcels
158 acres more or less and 56.46 acres
Rec: July 3, 1943
DB: 351, Page 218

2. Deed: Perry Bowman and
Elizabeth Bowman, his wife
To Daniel J. Spingola
Dated: August 3, 1948
Transfer consisted of two parcels
158 acres more or less and 56.46 acres
Rec: August 30, 1948
DB: 392, Page 377

- 3 Deed: Daniel J. Spingola and
Julia S. Spingola, his wife
To W. Hugh Norris and Grace Norris, his wife
Dated: August 11, 1948
Transfer consisted of two parcels
158 acres more or less and 56.46 acres
Rec: October 11, 1948
DB: 393, Page 205

4. Estate: W. Hugh Norris, acquired full
right, title and interest in the
subject premises by right of
survivorship upon the death
of Grace Norris, his wife on
February 13, 1990.

5. Deed: W. Hugh Norris, unmarried
To Sylvan Bloom, Lanny Bloom and
Gerald Bloom
Dated: August 20, 1990
Transfer consisted of two parcels
158 acres more or less and 56.46 acres
Rec: February 28, 1992
DB: 1445, Page 182

Exhibit A

BRESSLER ABSTRACT OF TITLE

1. Deed: Frank G. Smith et. ux.
To: Perry Bowman
Recorded: October 4, 1949
Transfer contains the First Thereof and
Second Thereof
DB: 401, Page 380

2. Deed: Perry Bowman and
Elizabeth Bowman, his wife
To: Daniel J. Spingola
Recorded: October 7, 1949
Parcel Containing 158 acres less
exceptions and reservations
DB: 401, Page 422

3. Outsale
Deed: Daniel J. Spingola et. ux.
To W. Hugh Norris and Grace Norris, his wife
Recorded: October 7, 1949
Parcel Containing 158 acres less
exceptions and reservations
DB: 401, Page 426

4. Deed: Perry Bowman et. ux.
To Robert Rishel
Recorded: November 22, 1949
DB: 402, Page 344

5. Deed: Robert Rishel et. ux.
TO: Patricia Jane Bressler and
Merle Bressler
Recorded: December 10, 1966
Parcel Containing 4 acres
DB: 539, Page 336

6. Deed: Robert Rishel et. ux.
TO: Patricia Jane Rishel Bressler
and Merle Bressler
Recorded: November 30, 1974
Parcel containing residue of tract 56.46
acres more or less
DB: 693, Page 565

FILED

2cc

O 11:13 AM
APR 11 2003
Erg Ang Casfley

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: :
MEARLE G. BRESSLER and PATRICIA : ANSWER TO MOTION IN
JANE RISHEL BRESSLER, Husband and : LIMINE
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
:

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

APR 25 2003

William A. Shaw
Prothonotary

#110

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

ANSWER TO MOTION IN LIMINE

AND NOW comes Mearle Bressler, Patricia Bressler, husband and wife, and Scott L. Bressler and Patricia Bressler ("Bresslers") by and through their attorneys Belin & Kubista, and file an answer to the motion in limine and in support thereof aver as follows:

I. MOTION IN THE FORM OF A REQUEST FOR SUMMARY JUDGMENT
BASED UPON PLAINTIFFS' SUPERIOR CLAIM OF TITLE

1. - 9. The Bresslers have asserted the defense of adverse possession to the paper title of the Plaintiffs. The Bresslers readily admit their paper title is inferior to Plaintiffs' paper title but aver their possession since 1950 establishes a title

superior to Plaintiffs. The basis for the defense is the adverse possession of the Bresslers coupled with the deeds in their chain of title establishing a color of title. Color of title is a doctrine which applies to adverse possession claims and provides for constructive possession of an entire tract where the proof of exclusive possession is to any part of the tract rather than a more rigorous test of possession applied generally:

"Where entry is made under an invalid deed or other written instrument, which the trespasser **believes** is valid, he is deemed to have 'color of title.' *Arcadia Co. v. Peles*, 395 Pa.Super. 203, 210, 576 A.2d 1114, 1117 (1990); 3 American Law of Property § 15.11. 'Color of title' is merely the appearance of title without its reality ... [and] contributes nothing to the fiber of title as affecting the adverse character of possession' *Arcadia Co.*, 395 Pa.Super. 203, 576 A.2d 1114. However, a disseisor who enters under 'color of title' and demonstrates actual possession for the requisite twenty-one year period, of a portion of property described in the invalid instrument, may thereby establish constructive possession of entire tract described therein." (emphasis added)

✓*Beck v. Beck*, 648 A.2d 341, 343 (Pa.Super. 1994). The suggestion that the "belief" has the additional requirement of "good faith" is not supported by case law:

"In *McCall v. Neely*, 3 Watts 69, 72, Chief Justice Gibson said: 'An entry is by color of title when it is made under a bona fide and not pretended-to claim to a title existing in another.' In other words, the occupier of land under 'color of title' differs from an avowed squatter on land only in his state of mind. For example, an individual who takes and carries away another's personal property in the honest belief that it is his, has no felonious intent yet the good faith which attended the taking is no defence when the legal owner claims his property. 'Color of title' is merely the appearance of title without its reality. It saves its possessor only from the imputation of being a naked trespasser."
(emphasis added)

✓*Dice v. Reese*, 21 A.2d 89, 91 (Pa. 1941).

Here, the Bresslers were the grantees of a parallel chain of title to Plaintiffs. They claim by virtue of deeds from Mrs. Bressler's father. See deeds attached hereto. The Bresslers had lived in the home and used the property since 1949 when Robert Rishel obtained the deed from Perry Rowles. The honest belief would arise from the long period of peaceful possession they had experienced. The "color of title" doctrine would never

arise if the possessor were charged with the constructive notice of the county real estate records. In such an instance, he would always have constructive notice his deed was invalid and thus he would never be able to assert the doctrine even if he believed his deed was valid. We submit the basis for the doctrine rests upon an "honest belief" rather than a "correct belief" that he was the owner of the tract. This clearly depends on the circumstances and is not an appropriate matter for a summary judgment.

The Bressler deeds were supported by the tax assessments. The Bresslers had entered into coal leases and into gas leases, while the Jr. Bresslers had mortgaged their property since 1984. Surely, there was a basis for "honest belief" based upon coal companies, gas companies, and banks dealing with them as the owners. See the instruments attached hereto.

The adverse possession claim of the Bresslers is set out in Paragraphs 43-51 of their New Matter and sets forth with particularity the facts upon which the Bresslers rely for the adverse possession claim. Summarized, their claim is based upon exclusive possession of the house located on the property, the

many uses and improvements made to the land around the house, granting leases for coal stripping -- all of which was done when Plaintiffs' predecessor in title, Hugh Norris, was personally present across the road from the property engaged in farming activities -- even when he actually talked with the Bresslers when the activities were ongoing.

Clearly, the averments of the Bresslers substantiate a claim for adverse possession as well as a basis for the application of the color of title doctrine. Plaintiffs have merely submitted a chain of title and ignore the defense pleaded by the Bresslers. Under such circumstances, this is not an appropriate case for summary judgment: see *Marchese v. Marchese*, 326 A. 2d 321 (Pa. 1974); and *Imar v. Hausman*, 512 A.2d 41, 43 (Pa.Super. 1986). ("Since appellant **has alleged** both misrepresentation and mutual mistake, as well as facts in support of both allegations, appellant has met the burden enunciated in *McFadden*, *supra*, and summary judgment should have been denied." *Id.* at 43.)

THE HUGH NORRIS LETTER

14. - 19. Hugh Norris was the owner of the property from August 11, 1948 until August 20, 1990 when he sold it to the present Plaintiffs. He wrote a letter to David Ammerman, Esquire on August 18, 1978. A copy of the letter is attached to this Answer. The letter of Hugh Norris is being offered to prove that he had knowledge of the Bressler claim but never took any action during his ownership to establish his title to the Bressler tract nor did he exclude the Bresslers from the land.

Obviously, the letter makes clear Norris knew of the Bressler chain of title and knew two chains of title existed as to the tract which is the subject of this case. He knew the Bresslers were claiming title under their chain yet never took any action to establish his title north of the road.

The letter constitutes an admission he knew the Bresslers were claiming title to the tract north of the road, that they were occupying the home, that they were stripping the coal north of the road, and that they were getting the entire royalty for the coal. Such a letter constitutes an admission of Norris:

"It has been held that '[a]llegations made in a letter responded to by the other party

are considered in the light of declarations or conversations between the parties and as such, properly admissible in evidence.' *Tranter Manufacturing Co. v. Blaney*, 67 Pa.Superior Ct. 378, 381 (1917) (citation omitted) (letters involving contract between parties)."

Whitman v. Riddell, 471 A.2d 521, 524 (Pa.Super. 1984).

Moreover, Norris' admission is admissible against his successors in title, the Plaintiffs:

"The general rule is that one who claims title to property through another, regardless of the nature of the transfer whether by the act of the parties or the act of law, is bound by earlier acts or declarations of his predecessor and takes the title *cum onere*. Under this rule all acts and declarations of the owner of land made during the continuation of his interest tending to show the character or extent of his possession or interest, or the location of boundaries, are competent evidence not only against himself but also against those who claim through or under him.

Plauchak v. Boling, 439 Pa.Super. 156, 167, 653 A.2d 671, 676 (1995) (quoting *Dawson v. Coulter*, 262 Pa. 566, 571, 106 A. 187, 188 (1919) (citations omitted).") (emphasis added)

Jedlicka v. Clemmer, 677 A.2d 1232, 1234-35 (Pa.Super. 1996).

In any event, the letter is not hearsay under the circumstances:

"Additionally, we find that the objectionable testimony would be admissible under the 'state of mind' exception.

Pennsylvania recognizes a 'state of mind' exception to the hearsay rule.

Often a person's state of mind, **knowledge**, intent, motive, emotion, competency, or sanity is relevant in a case. That person's contemporaneous statements are an obvious source of information as to the relevant state of mind, and such statements are admissible under the state of mind exception to the hearsay rule.

Commonwealth v. Hess, 378 Pa.Super. 221, 227, 548 A.2d 582, 585 (1988) (citations omitted)." (emphasis added)

Corbin v. Cowan, 716 A.2d 614, 618 (Pa.Super. 1998).

Even though the letter contains self serving statements as to Norris' title, his statements indicating his knowledge of the Bressler claim constituted admissions:

"In other words, a plaintiff may not use for his own advantage the valuation faxed him in his affidavit, so used, it would be merely a self serving statement. But it may be used, as here, against him by his opponent as a declaration against interest.

Royal Batting & Felting Co. v. Klein, 27 A.2d 539, 542 (Pa.Super. 1942).

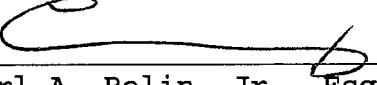
CONCLUSION

For the above reasons, the motion in limine should be denied as the case is not appropriate for a summary judgment and the letter is clearly admissible.

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By


Carl A. Belin, Jr., Esquire



Made the 10th day of December in the year
nineteen hundred and sixty-six.

Between ROBERT RISHEL and GENEVIEVE RISHEL, his wife, of Cypress, Orange County, California, hereinafter called

Grantors

and MEARLE BRESSLER and PATRICIA BRESSLER, his wife, son-in-law and daughter of Grantors, as tenants by the entireties, of Pike Township, Clearfield County, Pennsylvania, hereinafter called

Grantees

Witnesseth, That in consideration of *One Dollar*

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to said Grantees

All that certain piece, parcel or tract of land situate in Pike Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the northerly right of way of Township Road No. T-4411 running between New Millport and Olanta; thence along other land of Grantors herein North 15 degrees 20 minutes West 150.0 feet to a post; thence continuing along other land of Grantors North 74 degrees 40 minutes East 190.0 feet to a post; thence continuing along other land of Grantors North 15 degrees 20 minutes West 283.5 feet to a post; thence continuing along other land of Grantors North 74 degrees 40 minutes East 156.2 feet to a post; thence continuing along other land of Grantors South 15 degrees 20 minutes East 433.5 feet to a post; thence along the northern right of way of Township Road No. T-4411 South 71 degrees 10 minutes West 261.2 feet to a post, the place of beginning. Containing approximately 1/4 acre.

BEING a part of the same or miles which Perry Bowman and Elizabeth Bowman, his wife, conveyed to Robert Rishel, one of the Grantors herein, by deed dated the 28th day of October, 1949 and recorded in Clearfield County in Deed Book 102, page 345.

Attached hereto and outlined in red is a sketch of the property hereby conveyed.

ROBERT BISSELL
CLEARFIELD, PA RD
MAP OF LAND
PIKE TWP. CLFD, CO, PA
SCALE 1" = 100'
CLEARFIELD, PA ROY C. KINDRICK
JUNE 7 1965 REG ENGR.

LOCATION PLA
SCALE 1:1000

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RESERVE
(4.0 ACRES)

ROBERT RISHELL
N 74° 40' E 190.0

20215

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Grantors covenant that they will warrant the property hereby conveyed.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984.]

In Witness Whereof, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the
Presence of

Robert Rishel

SEAL

Genevieve Rishel

SEAL

SEAL

SEAL

STATE OF CALIFORNIA
Commonwealth of Pennsylvania
County of ORANGE

ss.

On this the 10th day of December, A. D. 1966, before me Robert E. Carter the undersigned officer, personally appeared

ROBERT RISHEL and GENEVIEVE RISHEL, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.

Robert E. Carter
Notary Public
(Title of Officer)

My commission expires 12-22-69

NOTE—Insertion of word "Generally" effects a General Warranty Deed.
Insertion of word "Specially" effects a Special Warranty Deed.
Act of Assembly, Pennsylvania April 1, 1809, Section 1 and 7

Entered of Record October 2, 1966. Louise Mahaffey, Recorder

Chiz Indenture

Under the 30th day of November in the year of our Lord, 1974

Between ROBERT RISHEL and GENEVIEVE RISHEL, his wife, of
Lawrence Township, Clearfield County, Pennsylvania,

parties of the first part and

PATRICIA JANE RISHEL BRESSLER and MEARLE GLENN BRESSLER, her
husband, of Clearfield County, R. D. #1, Olanta, Pennsylvania 16863,

parties of the second part

Witnesseth, that the said parties of the first part, in consideration of One (\$1.00) Dollar

to them now paid by the said parties of the second part, do grant, bargain, sell and
convey unto the said parties of the second part, their heirs and assigns,

All that certain property located in Pike Township, Clearfield County,
Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a cucumber tree corner of land
now or formerly of Patterson Company and on a line now or formerly
of Richard Humphreys; thence by said line and by line now or formerly
of Gustavus Risburg, South two (2) degrees East three hundred and twenty
(320) perches to an old hemlock; thence by vacant land South eighty-
eight (88) degrees West one hundred sixty (160) perches; thence by
land now or formerly of Joseph Covett North two (2) degrees West
three hundred twenty (320) perches; and thence by land of said
Patterson Company North eighty-eight (88) degrees East one hundred
sixty (160) perches to place of beginning.

EXCEPTING AND RESERVING therefrom, the following piece of land
conveyed by William A. Bloom in his lifetime; six (6) acres and ninety-
six (96) perches conveyed to Levi Bloom by Deed recorded in Deed Book
T, Page 761; fifteen (15) acres and twenty-three and one-half (23½)
perches conveyed to Ennis Bloom, by Deed recorded in Deed Book 23,
Page 299; thirty (30) acres conveyed to Bert E. Erhard and Kensey
L. Erhard by Deed recorded in Deed Book No. 82, Page 217.

THE SECOND THEREOF: BEING all that certain tract of land bounded
and described as follows: BEGINNING at a point in the Western boundary
line of the (John Ladd Howell Warrant) of which this is a part, at the

intersection thereof with the Northern right of way line of the New York Central Railroad, Beech Creek Division, about one-fourth (1/4) mile East of New Millport Station; thence by the Western line of said Warrant being the line of Ferguson Township, North four (4) degrees and seven (7) minutes East for a distance of two thousand eight hundred and sixty-three and four-tenths (2,863.4) feet to a stone at the public road; thence by said public road along lands formerly sold to Elizabeth Williams North thirty-five (35) degrees and forty-two (42) minutes East for a distance of nine hundred and fifty-seven (957) feet; thence by same North thirty-two (32) degrees and forty-seven (47) minutes East for a distance of three hundred and thirteen and five-tenths (313.5) feet; thence still by the same North twenty-three (23) degrees East for a distance of two hundred sixty-four (264) feet to a point in the North line of the Warrant and line of lands of Jennie Bloom; thence by said line South eighty-six (86) degrees and twenty-seven (27) minutes East for a distance of six hundred (600) feet to a point; the North end of line dividing said Warrant in two (2) parts; thence by said division line and lands now or formerly of Lex Starr, Perry Bowman and B. C. and K. L. Erhard, South four (4) degrees and twelve (12) minutes West for a distance of four thousand five hundred forty-one (4,541) feet to a point in the Northern right of way line of the New York Central Railroad, Beech Creek Division, thence by said Northern right of way line, being thirty-three (33) feet from the center line of said railroad, measured at right angles thereto, North seventy-six (76) degrees and ten (10) minutes West for a distance of one thousand three hundred fifty-two and eight-tenths (1,352.8) feet to the point in the Western line of the John Ladd Howell Warrant, and the place of beginning. Containing one hundred eighteen and nine-tenths (118.9) acres of land, careful measurement.

EXCEPTING AND RESERVING that portion of the above described premises previously conveyed to Daniel J. Spinola by Deed dated August 3, 1948 and recorded in Deed Book 391, Page 377 as corrected by Deed from Perry Bowman, et ux to Daniel J. Spinola dated October 3, 1949 and recorded in Deed Book 401, at Page 422.

BEING the same premises conveyed to Robert Rishel, by Deed dated October 28, 1949 from Perry Bowman and Elizabeth Bowman, his wife, said Deed being recorded at the Clearfield County Courthouse in Deed Book 402, Page 345.

This is a transfer from parents to daughter.

with appurtenances: To Have and To Hold the same unto and for the use of the said
parties of the second part their heirs
and assigns forever,

And the said parties of the first part

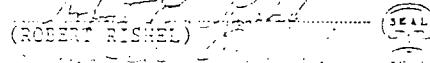
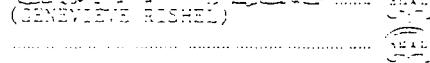
for their heirs, executors and administrators covenant with the
said part of the second part their heirs and assigns against
all lawful claimants and do SPECIALLY Warrant

the same and every part thereof ~~xxxxxxxxxxxx~~

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

Witness the hands and seals of the said parties of the first part.

Attest:


(ROBERT RISHEL) 

(GENEVIEVE RISHEL) 




















<img alt="Seal of the Commonwealth of Pennsylvania" data-bbox="825

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES

SUPPLEMENTAL "C"

CONSENT OF LANDOWNER

WE THE UNDERSIGNED, THE OWNERS OF LAND LOCATED IN _____ (BOROUGH)

Pike _____ Clearfield _____
(TOWNSHIP) (COUNTY)UPON WHICH _____ Shale Hill Coal Company _____
(NAME OF OPERATOR)

IS TO CONDUCT AN OPEN PIT MINING OPERATION, AND FOR WHICH APPLICATION FOR PERMIT IS BEING MADE, AND OF WHICH APPLICATION THIS CONSENT IS A PART, DO HEREBY IRREVOCABLY GRANT TO THE OPERATOR, THE COMMONWEALTH OF PENNSYLVANIA OR ANY OF ITS AUTHORIZED AGENTS, THE RIGHT TO ENTER UPON THE LAND AFFECTED BY THE OPERATOR WITHIN A PERIOD OF FIVE (5) YEARS AFTER THE OPERATION IS COMPLETED OR ABANDONED FOR THE PURPOSE OF BACKFILLING, PLANTING AND RECLAMATION IN ACCORDANCE WITH THE PROVISIONS OF THE BITUMINOUS COAL OPEN PIT MINING CONSERVATION ACT No. 418, AS AMENDED.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS 5th
DAY OF April, 1978.

5. CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:21 PM 7-27-78
BY Tim Morgan
FEES 8.00

TIM MORGAN, Recorder

Mearl G. Bressler SEAL
(SIGNATURE OF LANDOWNER)
Patricia J. Bressler SEAL
(SIGNATURE OF LANDOWNER)

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF Clearfield

BEFORE ME THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED

Mearl G. Bressler AND Patricia J. Bressler
WHO AFTER BEING DULY SWORN ACCORDING TO LAW ACKNOWLEDGE THAT They HAVE
READ THIS INSTRUMENT AND IT IS TRUE AND CORRECT.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY
OF April, 1978.

Helen W. Bloom
NOTARY PUBLIC
HELEN W. BLOOM, NOTARY PUBLIC
GRAMPIAN BORO.
CLEARFIELD CO.
COMMISSION EXPIRES MARCH 5, 1979

INSTRUCTIONS:

1. FILE ONE (1) COPY FOR EACH LANDOWNER.
2. IF THE LAND IS OWNED BY ONE OR MORE PERSONS,
ALL OWNERS MUST SIGN.
3. IF OWNED BY AN ESTATE, AUTHORITY FOR
SIGNING MUST BE ESTABLISHED.

The Hawk Run District Office of the Bureau of Mining & Reclamation
has the original Supplemental "C" on file in this office.

Groth, D. Collier
Entered of Record July 22, 1981, 3:07 PM Tim Morgan, Recorder

10-19-98 1977/156

Termination of oil & gas lease

VOL 925 PAGE 498

ASSIGNMENT
OF
OIL AND GAS LEASES

THIS ASSIGNMENT made this 31st day of December, 1983, from PHILLIPS PRODUCTION CO., a Pennsylvania corporation with offices at Suite 202, 165 Brugh Avenue, Butler, Pennsylvania 16001 (hereinafter called "Assignor") to PHILLIPS PRODUCTION COMPANY, a Pennsylvania corporation with offices at Suite 202, 165 Brugh Avenue, Butler, Pennsylvania 16001 (hereinafter called "Assignee"),

WITNESSETH THAT:

WHEREAS, Assignor is the present Lessee under those certain Oil and Gas Leases (the "Leases") covering lands in Clearfield County, Pennsylvania, which Leases are described on Exhibit A attached hereto; and

WHEREAS, Assignor desires to assign its interest in the above-described Leases to Assignee;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, intending to be legally bound, does hereby sell, assign, quit-claim, set over and transfer to Assignee, its successors and assigns, forever, all of Assignor's right, title, interest and position as the Lessee in, to, and under the above-described Leases and any related assignments, extensions, modifications or amendments with respect thereto, subject to the terms and conditions of the aforesaid Leases.

Effective as of the date of this Assignment, Assignee does hereby assume and agree to pay, satisfy, perform and discharge all of Assignor's obligations, covenants, and liabilities under said Leases, including without limitation the timely payment of all delay rentals due after the date hereof.

Assignor makes no warranty or representation, express or implied, as to its title or the title of the Lessors in and to the lands or the oil and gas interests covered by said Leases or as to the validity and enforceability of said Leases.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed the day and year first above written.

ATTEST:

Thomas J. Mazzoni
Assistant Secretary
[Corporate Seal]

PHILLIPS PRODUCTION CO.

By *Donald J. Mazzoni*
President

See termination of oil & gas lease in deed & record BK
1064 pg 477 2-13-86.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER) SS:

On this, the 31st day of December, 1983, before me, a Notary Public, personally appeared PHILLIPS WIEGAND, who acknowledged himself to be the President of PHILLIPS PRODUCTION CO., a corporation, and that as such President, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lori L. Kollar
Notary Public

LOK L. KOLLAR, Notary Public
Butler, Butler County, Pa.
My Commission Expires July 22, 1985
[Notary Seal]

Attest:

Thomas Hutz
Assistant Secretary

[Corporate Seal]

PHILLIPS PRODUCTION COMPANY

By Phillips Wiegand
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER) SS:

On this, the 31st day of December, 1983, before me, a Notary Public, personally appeared PHILLIPS WIEGAND, who acknowledged himself to be the President of PHILLIPS PRODUCTION COMPANY, a corporation, and that as such President, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lori L. Kollar

Notary Public

My Commission Expires: LOK L. KOLLAR, Notary Public
Butler, Butler County, Pa.
My Commission Expires July 22, 1985

[Notary Seal]
OF

PENNSYLVANIA
NOTARY PUBLIC

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME: 1:50 PM 12/26/83
BY: Debra P. Mueller D.P.
Fees: 97.50
Michael R. L. He, Recorder

DESCRIPTION OF THE LEASES BEING ASSIGNED FROM PHILLIPS PRODUCTION CO. TO
 PHILLIPS PRODUCTION COMPANY BY ASSIGNMENT DATED DECEMBER 31, 1983
 COVERING LANDS IN CLEARFIELD COUNTY, PENNSYLVANIA

<u>Assignor's Lease No.</u>	<u>Lessor(s)</u>	<u>Date of Lease</u>	<u>Township</u>	<u>Approx. Acreage</u>	<u>Book</u>	<u>Recorded Page</u>
* 663	Edward P. Dufton, widower, et al (now John Warren Norris, et al)	5-7-71	Penn	84	157	447
666	Selma Griffin, et vir	9-20-82	Penn	41	860	56
* 671	Myra Jane Holden, single (now Norman C. Whitaker, et ux)	1-26-71	Pike	136	156	34
672	Marie H. Riddle, widow	1-28-81	Pike	89	232	358
* 673	Willard Bloom, et ux, et al - Rossie Fowler	1-29-71	Pike	165	156	215
* 674	Maxine O. McClure, widow	4-20-71	Pike	81	156	679
675	Raymond B. Caldwell, et ux, et al (now Terry L. Caldwell, et ux, et al)	2-25-83	Pike	136	882	551
* 676	Edward P. Dufton, widower, et al (now Raymond L. Curry, et al)	5-7-71	Pike	125	157	444
* 677	Edward P. Dufton, widower, et al (now Merle G. Bressler, et al)	5-7-71	Pike	90	Unrecorded	

Exhibit A

Page 11 of 13 Pages

DESCRIPTION OF THE LEASES BEING ASSIGNED FROM PHILLIPS PRODUCTION CO. TO
 PHILLIPS PRODUCTION COMPANY BY ASSIGNMENT DATED DECEMBER 31, 1983
 COVERING LANDS IN CLEARFIELD COUNTY, PENNSYLVANIA

Assignor's Lease No.	Lessor(s)	Date of Lease	Township	Approx. Acreage	Recorded Book Page
* 680	Betty Hamilton, single	3-22-72	Pike	143	166 301
* 681	Clarice D. Snyder, widow (now Maxine S. Dewalt)	12-9-69	Union	70	152 39
* 682	James T. Crissman, et ux (now John Crissman)	6-23-71	Union	20	157 383
683	Dora Korb, single	3-3-82	Union	26	835 389
* 684	Homer S. Caldwell, et ux et al (now Joseph Owens)	5-8-72	Union	80	169 83
1487	Clement A. Farabaugh, Jr. et ux, et al	2-24-83	Westover Boro	60	879 325

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Page 12 of 13 Pages

Exhibit A

DESCRIPTION OF THE LEASES BEING ASSIGNED FROM PHILLIPS PRODUCTION CO. TO
 PHILLIPS PRODUCTION COMPANY BY ASSIGNMENT DATED DECEMBER 31, 1983
 COVERING LANDS IN CLEARFIELD COUNTY, PENNSYLVANIA

VOL 925 PAGE 512

<u>Assignor's Lease No.</u>	<u>Lessor(s)</u>	<u>Date of Lease</u>	<u>Township</u>	<u>Approx. Acreage</u>	<u>Recorded Book</u>	<u>Page</u>
1488	Clement A. Farabaugh, Jr., et ux, et al	3-1-83	Westover Boro	80	879	329

* Leases assigned to Phillips Production Co. by Assignment dated April 26, 1976 and recorded in Book 202,
 page 310, Recorder's Office, Clearfield County, Pennsylvania.
 ** Leases assigned to Phillips Production Co. by Assignment dated October 24, 1975 and recorded in Book 200,
 page 119, Recorder's Office, Clearfield County, Pennsylvania.

STATE OF PENNSYLVANIA: ss
 COUNTY OF CLEARFIELD: ss
 RECORDED in the Recorder's Office in and for said
 County in Deeds and Recorders Office, at No. 725
 Page 497 etc. A.D. 1984

WITNESS, my hand and seal of office this
 16th day of Jan A.D. 1984
 Michael R. Lytle
 Recorder

My Commission Expires
 First Monday in January, 1988

Entered of Record

1-6 1987

1-6 Michael R. Lytle, Recorder

Exhibit A

Page 13 of 13 Pages

OIL AND GAS LEASE

GRANTED BY

Markie G. and Patricia G. Bressler, husband and wife

R.D. 1 Olanta, PA 16863

234-1855

Taken By

HARMONY GAS AND OIL CO.

RD#1 CHERRYTREE, PA. 15724

LEASE DATED

November 6, 1986

LEASED ACREAGE

one hundred seventy seven (77)

TOWNSHIP OF

Christ

COUNTY OF

Clearfield

STATE OF

Pennsylvania

RECEIVED
RECORDED
CITY OF CHERRYFIELD, PA
COUNTY OF CLEARFIELD, PA
RECORDED in the Recorder's Office in and for said
County in Book 1121, Page 11, Book No. 1121
Page 1
Date 12/1/86

WITNESS my hand and seal of office this

12th day of NOV A.D. 1986

Michael R. Lyle Recorder

My Commission Expires
First Monday in January, 1988

Lease Map Reference

Tax Map #: 109 - E17 - 11

Topo 7-1/2"

Approx. Long. Lat.

FDC Map Index

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:30 A.M. 11-12-86
BY HARMONY GAS & OIL CO
FEES 13.50
Michael R. Lyle, Recorder

INTRA OFFICE PROCEDURE

1	Signed & Scaled	
2	Verified	
3	Photostated	
4	Prospected	
5	Filed M & E	
6	Copy Returned	
7	Recorded	
8	File Updated	

OIL AND GAS LEASE

THIS LEASE, entered into this Sixth day of November, 1986, by and between

Marcie G. and Patricia G. Bressler, husband & wife
RD#1 Olanta, PA 16863

, hereinafter referred to as Lessor,

A
N
D

HARMONY GAS AND OIL CO.

RD#1 CHERRYTREE, PA. 15724

Lessee

WITNESSETH:

1. RIGHTS GRANTED. That the Lessor, for and in consideration of one dollar (\$1.00) and other good and valuable consideration in hand paid by Lessee, the receipt of which is hereby acknowledged by Lessor and the covenants and agreements hereinafter contained, does hereby lease and let the oil and natural gas, including casinghead gas, casinghead gasoline, condensate and other related hydrocarbons and all other products associated with the production therewith, hereinafter referred to collectively as "said product" together with the right to make surveys on this leasehold hereinafter referred to as "said land", lay pipelines, establish and utilize facilities for surface and subsurface disposal of production wastes, construct roads, set tanks, set or construct buildings and maintain same, and install equipment and appliances necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing, and transporting said product produced from said land covered herein and other lands, regardless of the same. The said land covered hereby is situated in the Township of Chest, County of Clarion, State of Pennsylvania, bounded substantially as follows:

Bounded to the North by Sinclair land

Bounded to the East by Benjamin Coal Co.

Bounded to the South by Benjamin Coal Co.

Bounded to the West by Winger

Containing one hundred seventy seven (177) acres, more or less.

2. TERM. It is agreed that this lease shall remain in force for the term of One year, hereinafter referred to as "primary term", from the date first above written, and so long thereafter as the above said land or portion thereof is pooled, unitized, or consolidated therewith as provided for hereinbelow, while being operated by Lessee in the search for or production of said product.

3. DELAY RENTAL. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate without declaration from Lessee unless, within three months from the date first above written, the Lessee, with due diligence commences to construct a well site on said land and upon completion thereof, does begin drilling operations or unless Lessee shall hereinafter mail a delay

rental check to Lessor for ten dollars per acre each year, payment to be delivered annually, semi-annually, or quarterly as desired by Lessor until the commencement of drilling operations. Should during the primary term hereof, a well be drilled and is non-productive and is plugged according to law, then Lessee may continue the primary term by commencing operations for drilling a subsequent well or by resuming the delay rental payments as agreed herein. In the event a non-productive well is plugged beyond the primary term hereof and no other production holds this lease in full force and effect, Lessor agrees to extend the primary term one year beyond the completion of plugging operations to permit Lessor to recomplete said well or commence operations for the drilling of another well.

4. ROYALTIES. As additional consideration for said land, Lessee covenants and agrees to deliver to Lessor one-eighth (1/8) of the gross proceeds as royalty payment for all of said product produced and marketed from said land. Payment for said product exclusive of natural gas shall be computed at the prevailing market rate of said product for like grade and gravity on the date said product is released into the purchaser's tanks or pipeline. Payment for natural gas shall be computed at the wellhead rate paid to Lessee for such natural gas so marketed and used. Payments for said product shall be delivered to Lessor by check mailed within thirty days after Lessee receives payment for said product. Lessor agrees that Lessee may withhold monthly royalty payments accrued to Lessor that does not total ten (\$10.00) dollars but must deliver any royalties in full regardless of amount when Lessee drafts to its Lessor their last annual monthly payment.

5. SHUT-IN ROYALTIES. Lessee shall upon completion of the first productive well upon said land make diligent effort to obtain a ripening connection, but any delay shall not be held as a violation of this lease by Lessee provided Lessor shall resume delay rental payments beginning one year from the date that the first productive well was completed and shall continue delivering said payments until said product is marketed. In the event product is shut-in for any reason after initially producing from said land in paying quantities, Lessee shall deliver shut-in royalty payments in the same amounts as the delay rental payments as heretofore provided, beginning six months from the date said product is shut-in and shall continue such payments until production of said product is marketed again.

6. DIRECTION OF PAYMENT. All payments herein may be directed to the Lessor or deposited to Lessor's credit, or the credit of Lessor's respective heirs or assigns by check payable to the order and address of Same as above

Lessee shall not be obligated to alter payments as directed above unless with written notice Lessor or Lessor's heirs or assigns directs Lessee otherwise. Irrespective of any provision of this lease indicating to the contrary, this lease shall not be terminated or forfeited for Lessee's failure to make timely and sufficient payment of any rental, royalty or shut-in royalty until Lessee receives, by registered mail, written notice of such failure and shall have failed for a period of fourteen days after receipt of such notice to make the proper payment.

7. FREE GAS. Lessor excepts and reserves natural gas for fuel not to exceed 350,000 cubic feet per annum, while the pressure is adequate, for one dwelling on said land. Lessor shall supply, lay and maintain the line leading from one well to one dwelling and furnish regulators and other necessary equipment at Lessor's expense. If the Lessor shall take excess natural gas as aforesaid in any year and fails to pay for same, Lessee may deduct payment for such excess gas from any rentals or royalties accruing to Lessor. Lessor acknowledges that he has been advised as to the risk inherent in taking gas in this manner and Lessor agrees to assume all such risks caused by the Lessor's line and equipment. Lessor also agrees to hold Lessee and/or the well operator and all parties of interest in any well on said land harmless of any claims of any nature whatsoever which may arise by the usage of said natural gas by Lessor.

8. DRILLING. The Lessor hereby grants to Lessee the right at any time to consolidate, pool or unitize said land or any portion thereof with other lands in the general proximity, whether owned or leased by Lessee or not, to create a drilling or production unit, hereinafter referred to as "said unit", of no more than 3,500 acres, of such larger unit as may be required, in conformance to the rules and regulations of any lawful governing authority having jurisdiction, for the purpose of drilling a well thereon. Lessee shall immediately after the completion of a well, record a copy of its final designation in the county wherein the said land is located and mail a copy to the Lessor. Lessor agrees to accept, in lieu of the one-eighth (1/8) royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage to said land bears to the total number of acres comprising said unit and provides further that only the Lessor of the said land on which such well is located within said unit may take gas for use as fuel in accordance with the provision hereinbefore provided. In the event, however, that only a portion of said land is included in said unit, then that proportionate part of the delay rental pertaining to the remaining acreage left out of said unit shall be deducted by Lessor as hereinbefore provided so as to retain said land in its entirety beyond the primary term.

9. WARRANTY OF TITLE. Lessor hereby ~~does not warrant title and~~ agrees that for the protection of the Lessee's interest herein, Lessee at Lessee's option may pay and satisfy any adverse claims or liens existing, levied or assessed on or against the said land to become subrogated the right of such lien holder or claimant and in the event Lessor exercises such option, Lessee may be reimbursed from any royalty or rentals accruing to Lessor from said land herein. All payments of rentals or royalties are to be made according to Lessor's respective interests therein, in accordance with the foregoing rental or royalty provision of this lease. In case Lessor owns a lesser interest in said land than the entire undivided fee simple estate therein, then the rentals and royalties herein provided for shall be delivered to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

10. DIVISION OF INTEREST. The rights of Lessor and Lessee under this lease may be assigned or sold in whole or in part. No assignment or sale by Lessor or change or division in ownership of said land, rentals or royalties however accomplished shall enlarge the obligations or liabilities or diminish the rights, powers or privileges of the Lessee. No such assignment, sale, change or division in ownership shall be binding upon Lessor for any purpose until Lessor is furnished with a certified copy of the recorded instrument or other legally authenticated written evidence of such assignment, sale, change or division. Should said land be owned in severalty or in separated tracts, the said land shall nevertheless be developed and operated as one lease and all rentals or royalties accruing hereunder shall be treated as an entirety and shall be divided among and delivered to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire said land.

11. OPERATING RIGHTS. No well shall be drilled within two hundred feet of any presently existing buildings on said land unless by the consent of both Lessor and Lessee. Lessee may have the privilege of using from said land sufficient oil, gas and water that Lessee deems necessary or useful in the drilling, producing, and transporting of said product. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct the transportation of said product on, through and off said land and to pay all damages for growing crops, buildings, fences and timber caused by operations as granted herein. All reclamation of well site, pipeline right of ways and other surface damages shall be completed, weather permitting, within one year of the start of production or the completion of plugging. Any damages not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall share equally in the cost of any appraisal or other costs incurred by these three persons in making their determination.

12. TITLE DISPUTE. If Lessor's title shall come into dispute or litigation, Lessee may withhold, without the obligation to pay interest, any payment of rentals or royalties until final adjudication or settlement of such dispute or litigation, and this lease shall not terminate nor shall the rights of Lessee be adversely affected during the period of such withholding.

13. FORCE MAJEURE. In the event the Lessee is unable to perform any of the acts to be performed by Lessee, by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restriction on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said acts or acts and in no event shall this lease expire for a period of ninety (90) days after termination of any force majeure.

14. MOTHER HUBBARD. Notwithstanding the particular description of the said land hereinabove set forth, it is nevertheless the intention of the Lessor to include within this lease and Lessor does hereby lease, not only the land so described but also any and all other land presently owned or claimed by Lessor adjoining the herein said land up to the boundaries of the abutting landowners.

15. SURRENDER. Lessee may at any time surrender this lease as to all or any part of said land covered herein, by delivering or mailing a release to rental payment or other acreage payment as herein specified shall be reduced proportionately.

16. ENTIRE CONTRACT. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns. It is mutually agreed that this lease contains and expresses all of the agreements and understandings of the Lessor and Lessee in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the Lessor or Lessee. It is also mutually acknowledged that the descriptive headings of the provisions of this agreement are used for convenience only and should not be deemed to affect the meaning of construction of any such provision.

17. ADDITIONAL PROVISIONS. 1. Lessor agrees to buy back from Lessee all unused free gas (gas 7) at prevailing market rate at the end of each year. 2. This lease pertains to shallow gas operations only and Lessor has first option to negotiate a deep gas operation lease. 3. Lessor agrees to drill at least one well within the primary term of this lease and additional wells every six months thereafter; failure to follow this schedule will result in Lessor's surrender of all lands leased herein except for lands within a 1200 foot radius of any active well having been drilled by Lessor on said land. 4. Lessor reserves the right to approve the location of all wells, pipelines and access roads on said lands. 5. Shut in royalties shall commence six months after a well is completed at the rate of five hundred (\$500.00) dollars per well per month which royalties may be recouped against production royalties thereafter. Shut in royalties shall not apply thereafter to all productive wells which do not produce gas for any month and in such case Lessee shall be liable for shut in royalties. Signatures \$ 500.00 per month per well. Social Security No. or Federal I. D. No.

Ronald D. George x Marie Bresler x 205-22-9322
x Patricia Bresler x 108-24-3480

VOL 1121 PAGE 04

COMMONWEALTH OF Pennsylvania

COUNTY OF Clearfield

On the 6th day of November in the year one thousand nine hundred and eighty-six, before me, the subscriber, a Notary Public in and for said County, came the above named Mearle G and Patricia G. Bressler, and T/ley acknowledged the within instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS My hand and Notarial Seal

Donald D. George

Notary Public

My Commission Expires: Feb 20, 1979



COMMONWEALTH OF

COUNTY OF

SS:

On the _____ day of _____ in the year one thousand nine hundred and _____, before me, the subscriber, a Notary Public in and for said County, came the above named _____

and _____ acknowledged the within instrument to be _____ act and deed, and desired the same to be recorded as such.
WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF

COUNTY OF

SS:

On the _____ day of _____ in the year one thousand nine hundred and _____, before me, the subscriber, a Notary Public in and for said County, came the above named _____

and _____ acknowledged the within instrument to be _____ act and deed, and desired the same to be recorded as such.
WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF

COUNTY OF

SS:

On the _____ day of _____ in the year one thousand nine hundred and _____, before me, the subscriber, a Notary Public in and for said County, came the above named _____

and _____ acknowledged the within instrument to be _____ act and deed, and desired the same to be recorded as such.
WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF

COUNTY OF

SS:

On the _____ day of _____ in the year one thousand nine hundred and _____, before me, the subscriber, a Notary Public in and for said County, came the above named _____

and _____ acknowledged the within instrument to be _____ act and deed, and desired the same to be recorded as such.
WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

Entered of Record Nov 12, 1986, 9:30 am Michael R. Lytle, Recorder

vol 1207 PAGE 286

MEMORANDUM OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, that MEARLE G. BRESSLER and PATRICIA J. BRESSLER, his wife, of R.D. #1, Olanta, Pennsylvania, 16863, have on the 19th day of JANUARY, 1988, leased the oil and gas underlying a certain tract of land consisting of TWO HUNDRED TWENTY-EIGHT (228) acres, more or less, located in Pike Township, Clearfield County, Pennsylvania, to VICTORY ENERGY COMPANY, a Pennsylvania corporation, of 223 Airport Professional Center, Indiana, Pennsylvania, 15701. Said tract of land is more particularly described as follows:

On the North by: John Kephart, Maynard Goss
On the East by: John & Evelyn Davis, Allen H. Bloom Est.
On the South by: K.L. Erhard, Penn Central Wynn Branch
On the West by: Leslie & Ruth Mays
Map Reference No. 126-H12-9 and 10

The term of said lease is one (1) year and so long thereafter as said lease is operated by LESSEE in the production of oil or gas.

IN WITNESS WHEREOF, this Memorandum of Oil and Gas Lease is executed this 19th day of JANUARY, 1988.

WITNESS:

Mearle G. Bressler
Mearle G. Bressler
Patricia J. Bressler
Patricia J. Bressler

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF INDIANA:

On this, the 19th day of JANUARY, 1988, before me, a Notary Public, personally appeared MEARLE G. BRESSLER, and PATRICIA J. BRESSLER, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mark A. Fry
Notary Public

MARK A. FRY, NOTARY PUBLIC
WHITE TWP., CLEARFIELD CO., PA.
MY COMMISSION EXPIRES JUNE 10, 1991

CLEARFIELD COUNTY
ENTERED OF RECORD 2-18-88
TIME 9:50 AM
BY Velox Energy Co
FEES 13.50
Michael R. Lytle, Recorder

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD: ss
RECORDED in the Recorder's Office in and for said
County in the Year of 1988 in Book No. 7207
Page 286 etc.

WITNESS my hand and seal of office this
18 day of Feb. A.D. 1988
Michael R. Lytle Recorder

My Commission Expires
First Monday in January, 1992



Entered of Record Feb 18 1988, 9:50 AM Michael R. Lytle, Recorder

CLERK OF COURT FOR CLEARFIELD COUNTY
RECORDED IN THE OFFICE OF THE CLERK OF COURT
JAN 21 1988

VOL 1258 PAGE 570

OIL AND GAS LEASE EXTENSION

On this, the 8th day of DECEMBER, 1988, MEARLE G. BRESSLER and PATRICIA J. BRESSLER, his wife, of R.D. #1, Olanta, Pennsylvania, 16863, do hereby grant unto VICTORY ENERGY COMPANY, of 223 Airport Professional Center, Indiana, Pennsylvania, 15701, a one (1) year extension, commencing January 14, 1989, under the same terms and conditions entered into under an Oil and Gas Lease Agreement dated January 14, 1988, a Memorandum of which was recorded in Clearfield County Deed Book 1207, Page 286, covering TWO HUNDRED & TWENTY-EIGHT (228) acres, more or less, located in Pike Township, Clearfield County, Pennsylvania.

IN WITNESS WHEREOF, this Oil and Gas Lease Extension is executed this 8th day of DECEMBER, 1988.

IN WITNESS:

STATE OF PENNSYLVANIA
COUNTY OF CLEARFIELD: 88
RECORDED in the Recorder's Office in and for said
County in Deeds and Records Book No. 1258
Page 570 etc.
WITNESS my hand and seal of office this
12th day of Dec A.D. 1988

Mark B Bressler
Mark B. Bressler

Patricia J. Bressler
Patricia J. Bressler

Michael R. Lyle Recorder

My Commission Expires
First Monday in January, 1992

COMMONWEALTH OF PENNSYLVANIA:

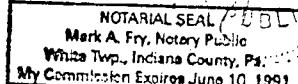
COUNTY OF INDIANA:

On this, the 8th day of DECEMBER 1988, before me, a Notary Public, personally appeared MEARLE G. BRESSLER and PATRICIA J. BRESSLER, his wife, known to me, or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 9:57 AM 12-12-88
BY Michael R. Lyle, Recorder
FEES 1.25
Michael R. Lyle, Recorder

Notary Public



Entered of Record Dec 12 1988, 9:57 AM Michael R. Lyle, Recorder

AFFIDAVIT No. 33697

RIGHT OF WAY AGREEMENT

This Agreement made and entered into this 29th day of JANUARY, 2000, by and between,

hereinafter called the "Grantor", MARLE & PATRICIA BRESSLER
Box 573, OLANTA, PA. 16863
and

MID-EAST OIL COMPANY, 255 Airport Road, Indiana, Pennsylvania 15701, hereinafter called the "Grantee".

WITNESSETH: That for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors or assigns, an easement of right-of-way to construct a pipeline and appurtenant equipment for the transportation of natural gas, and any other materials or substances which may be transported singly or in combination through said pipeline; and to operate, maintain, repair, replace and finally remove said line, over and through All that certain tract of land situate in PIKE Township, CLEARFIELD County, Pennsylvania, on tax map 126 - H12 - 9, bounded and described as follows:

On the North by lands of KEPNACT & GOSS
on the East by lands of TOWER
on the South by lands of BLOOM
on the West by lands of MAYS

CONTAINING .56.31 acres, more or less, with the right of ingress and egress to and from the same, reserving to the Grantor the full use and enjoyment of said premises except for the rights herein granted to the said Grantee.

It is agreed by the parties hereto that said grant shall extend for so long as the Grantee, its successors and assigns shall require for the transportation of gas and oil across said property.

It is further agreed that the granting of this right-of-way shall include the right of the Grantee to cut and remove timber, brush or other vegetation from the proposed route of the right-of-way.

This right-of-way agreement is subject to the following terms and conditions:

SUBJECT PIPELINE IS FOR TRANSPORTING GAS FROM
THE GRANTOR'S WELLS ONLY - GRANTOR TO BE
COMPENSATED FOR ANY OUTSIDE GAS THAT MAY
BE CONVEYED TO SAID PIPELINE BY PAYING
GRANTOR A RENT FEE.

WITNESS the due execution hereof the day and year first above written.

WITNESS:

Lance J. Casaday
Lance J. Casaday

Mark Bressler
Patricia Bressler

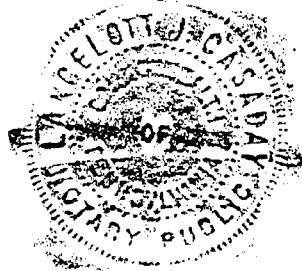
KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER	200101586
RECORDED ON	Feb 07, 2001
	12:31:37 PM
RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$15.50
CUSTOMER	
MID-EAST OIL CO	

STATE OF PENNSYLVANIA :
ss.
COUNTY OF Clearfield :

On this, the 29th day of January, 2001, before me a Notary Public, the undersigned officer, personally appeared Monica, Patricia Bressler, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Mortgage

Made this 14th day of November, 1983.

Between SCOTT L. BRESSLER and
PATRICIA J. BRESSLER, Husband and wife, of R. D. 1, Olanta,
Pennsylvania

(hereinafter, whether one or more, called "Mortgagor")

And

KEYSTONE NATIONAL BANK, a National Banking Association organized and existing under the laws of the United States, with its principal office in the Borough of Punxsutawney, Jefferson County, Pennsylvania
(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of

Twenty thousand and no/100 Dollars (\$ 20,000.00),
lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

All that certain piece or parcel of ground situate in Pike Township,
Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron pin in intersection of Township Road No. T-441, said iron pin being located from East Line of Grantors South 79° 38' 51" West 344.80' along intersection of T-441 to place of beginning; thence from said iron pin at place of beginning North 9° 16' 52" East 138.00' along Grantor to an iron pin; thence still by Grantor South 89° 47' 44" West 451.71' to an iron pin; thence South 6° 18' East 312.08' to intersection of abandoned earthen Road; thence generally along said Road North 81° 36' 07" East 379.64' to an iron pin in intersection of said Road; thence still by Grantor North 9° 16' 52" East 121.76' to intersection T-441 and place of beginning. Containing 2.6874 acres.

BEING the same premises conveyed to the Mortgagors herein by deed of Mearle Bressler and Patricia Bressler dated September 23, 1982 and recorded in Clearfield County Deed Book 854, page 169.

And now 14 Day of November A.D. 1983
Virtue of Power of Attorney dated 14th day of Jan. A. D. 1982,
recorded in Misc. Book 201, Page 233 and to me directed, I do
by enter Satisfaction in Full of The Mortgage.

Attest: Mearle Bressler

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

... and to and from the same time all debts, its debtors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidenced and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents received from the Mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges evidencing the debt secured hereby, (e) provide, renew and keep alive by paying the necessary premiums and charges evidencing such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges, provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, which ever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

(7) Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer of devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:

Scott L. Bressler (SEAL)

Scott L. Bressler
Patricia J. Bressler (SEAL)

Patricia J. Bressler

(SEAL)

(SEAL)

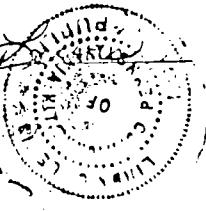
Commonwealth of Pennsylvania }
 County of CLEARFIELD } ss.

On this, the 14th day of November, 1983, before me,
 the undersigned officer, personally appeared Scott L. Bressler and Patricia J. Bressler
 satisfactorily proven to me to be the person whose names are subscribed to the within Mortgage,
 and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Linda C. Lewis
 Linda C. Lewis, Notary Public
 Clearfield, Clearfield Co., Pa.
 My Commission Expires July 23, 1984



Commonwealth of Pennsylvania }
 County of } ss.

On this, the day of , 19 , before me,
 the undersigned officer, personally appeared
 satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage,
 and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Mortgage

FROM
 SCOTT L. BRESSLER
 and
 PATRICIA J. BRESSLER

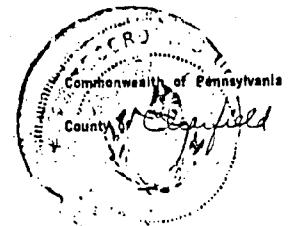
TO
 KEYSTONE NATIONAL BANK

CLEARFIELD COUNTY
 ENTERED OF RECORD
 TIME 3:24 P.M. 11-15-83
 BY *James A. Naddeo*
 FEES 13.50
 TIM MORGAN, Recorder

Certificate of Residence of Mortgagor

I, James A. Naddeo do hereby certify that the precise residence and complete post office address of the
 within named Mortgagor is 1200 Old Town Road, Clearfield, PA 16830.

James A. Naddeo
 Attorney for Mortgagors



Recorded in the Office of the Recorder of Deeds in and for said County on the
 15th day of November, 1983, in Mortgage Book
 Volume 917, page 125

Witness my hand and the seal of said office the day and year aforesaid.

Tim Morgan

My Commission Expires
 First Monday in January 1984

Entered of Record Nov 15 1983, Recorded 3:24 P.M. Tim Morgan, Recorder

MORTGAGE

THIS MORTGAGE is made this 25th day of March 1986,

between the Mortgagor SCOTT L. BRESSLER and PATRICIA J. BRESSLER (herein "Borrower"), and the Mortgagor, CLEARFIELD BANK & TRUST COMPANY, Clearfield, Pennsylvania 16830

a Corporation organized and existing under the laws of Pennsylvania, whose address is: Clearfield, Pennsylvania 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand Dollars, which indebtedness is evidenced by Borrower's note dated March 25, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 24, 1986.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

ALL that certain piece or parcel of ground situate in Pike Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at an iron pin in intersection of Township Road No. T-441, said iron pin being located from East Line of Grantors South $79^{\circ} 38' 51''$ West 344.80' along intersection of T-441 to place of beginning; thence from said iron pin at place of beginning North $9^{\circ} 16' 52''$ East 138.00' along Grantor to an iron pin; thence still by Grantor South $89^{\circ} 47' 44''$ West 451.71' to an iron pin; thence South $6^{\circ} 18' 08''$ East 312.08' to intersection of abandoned earthen Road; thence generally along said Road North $81^{\circ} 36' 07''$ East 379.64' to an iron pin in intersection of said Road; thence still by Grantor North $9^{\circ} 16' 52''$ East 121.76' to intersection T-441 and place of beginning. Containing 2.6874 acres.

BEING the same premises conveyed to the Mortgagors herein by deed dated September 23, 1982, and recorded in Clearfield County Deed Book 854, page 169.

CLEARFIELD BANK & TRUST CO.
Power of Attorney John S. Stach by virtue of
Deed Book 854, page 169, recorded in
I hereby authorize the same to mark
Mortgage satisfied of record
John S. Stach
Reborders
Patricia J. Bressler

which has the address of R. D. 1 Box 575 Olanta (Street) (City),

Pennsylvania 16863 (State and Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or a conveyance in lieu of a judgment, shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any action made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Covenants.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The covenants and agreements of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower prior due for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property, or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

1071 PAGE 11

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Cynthia Shultz
Cynthia Shultz

Scott L. Bressler
SCOTT L. BRESSLER -Borrower
Patricia J. Bressler
PATRICIA J. BRESSLER -Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 25th day of March, 19 86, before me,

the undersigned officer, personally appeared Scott L. Bressler and Patricia J. Bressler, known to me (or satisfactorily proven) to be the person 8 whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

Tina Marie Snyder
TINA MARIE SNYDER, Notary Public
Clearfield, Clearfield Co., Pa.
My Commission Expires June 12, 1989
Title of Officer

I hereby certify that the precise residence of the within Mortgagor is 11 North Second Street, Clearfield, PA 16830

Cynthia Shultz
(Signature)

(Space Below This Line Reserved For Lender and Recorder)

CLEARFIELD COUNTY
ENTERED OF RECORD 3-25-86
TIME 11:55 AM
BY James O. Neales
FILED 1-3-86
Michael R. Lytle, Recorder

STATE OF PENNSYLVANIA:
COUNTY OF CLEARFIELD: ss
RECORDED in the Recorders Office in and for said
County in Deeds and Records Book No. 1071
Page 08 etc.
WITNESS my hand and seal of office this
25 day of March A.D. 1986

Michael R. Lytle Recorder

My Commission Expires
First Monday in January, 1989

PENNSYLVANIA INSTITUTE OF FAMILY LAW ATTORNEYS ASSOCIATION
Entered of Record May 19 86 11:55 AM Michael R. Lytle, Recorder

Open-End Mortgage

(Advance Money Mortgage Securing Obligatory Future Advances)

THIS MORTGAGE is made this 23rd day of April 19 96 between SCOTT L. BRESSLER AND PATRICIA J. BRESSLER of RD 1 BOX 575 CLERFELD PA 16830 with an office located at 1200 OLD TOWN ROAD CLERFELD PA 16830, (called "Lender").

WHEREAS, SCOTT L. BRESSLER AND PATRICIA J. BRESSLER (whether one or more persons called "Borrower") has been granted a Home Equity Line of Credit Account (called the "Account") by lender with a Credit Limit of \$ 50000.00, as evidenced by an Account Agreement (called the "Agreement") dated April 23 19 96;

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and

NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced in order to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at

RD 1 BOX 575	Street	PIKE TOWNSHIP	Township/City/Municipality/Borough	CLERFELD COUNTY	County
Commonwealth of Pennsylvania, (the "Property"), which was conveyed to Owner by Deed dated <u>SEPT 1991</u> 02, 19 00, and duly recorded in the office for the Recording of Deeds in said County in Deed Book No <u>551</u> , Page <u>11</u> , Tax Parcel Number <u>11-010-011</u> (or other Uniform Parcel Identifier, if any) as the Property is therein described and, <input type="checkbox"/> if this box is checked, as the Property is more particularly described in Exhibit "A" which is attached hereto and made a part hereof.					

Owner and Lender covenant and agree as follows:

1. **THIS IS AN ADVANCE MONEY MORTGAGE** - It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.
2. Owner and Borrower warrant and represent to Lender that: Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.
3. Borrower shall promptly pay to Lender interest, principal and any other sum due under the Agreement, in accordance with the terms of the Agreement.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.
5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally and if personal notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Owner may designate by notice to Lender as provided herein; if notice is given by certified mail, it shall be deemed to have been given on the date of mailing.
6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.
7. Mortgagee shall be in default under this Mortgage if Mortgagor breaks any promise or fails to perform any duties contained in this Mortgage or in the Agreement.
8. Upon default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.
9. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
10. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.
11. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.
12. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner Shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.
13. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared severable.
14. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, upon written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

Scott L. Bressler

As To Both

Scott L. Bressler

SCOTT L. BRESSLER
PATRICIA J. BRESSLER

(SEAL)

(SEAL)

(SEAL)

18608 4/92

00CL013-127492

EXHIBIT A

VOL 1759 pic: 43

— LEGAL DESCRIPTION —

ALL THAT CERTAIN PROPERTY, SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS FOLLOWS: 2.687 ACRES W/HOUSE. BEING MORE FULLY DESCRIBED IN A DEED DATED 09/23/82 AND RECORDED 09/23/82, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 354 AND PAGE 169.

TAX MAP OR PARCEL ID NO.: 26-H12-31

Open-End Mortgage

(Advance Money Mortgage Securing Obligatory Future Advances)

THIS MORTGAGE is made this 23rd day of April 19 96 between SCOTT L. BRESSLER AND
PATRICIA J. BRESSLER

(whether one or more persons called "Owner") and INTEGRA BANK of RD 1 BOX 573 CLERLA PA 16830, with an office located at 1200 OLD TOWN ROAD CLERFIELD PA 16830 (called "Lender").

WHEREAS, SCOTT L. BRESSLER AND PATRICIA J. BRESSLER (whether one or more persons called "Borrower") has been granted a Home Equity Line of Credit Account (called the "Account") by Lender with a Credit Limit of \$ 50000.00 as evidenced by an Account Agreement (called the "Agreement") dated April 23 19 96; and

WHEREAS, Lender is obligated under the terms of the Agreement to make advances to Borrower from time to time up to the amount of the Credit Limit; and
 WHEREAS, Borrower has agreed to repay such obligatory advances and interest thereon in accordance with the terms of the Agreement; and
 NOW, THEREFORE, in consideration of the above premises and in order to secure to Lender the repayment of all amounts, with interest thereon, advanced to Borrower in accordance with the terms of the Agreement, the payment of all sums, with interest thereon, advanced in order to protect the security of this Mortgage, the performance of all covenants contained in the Agreement and this Mortgage, and all extensions, renewals, modifications and amendments of the Agreement, Owner does hereby mortgage, grant and convey to Lender all of the following described real estate, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at RD 1 BOX 573

Street	PIKE TOWNSHIP	CLEARFIELD COUNTY
--------	---------------	-------------------

Commonwealth of Pennsylvania, (the "Property"), which was conveyed to Owner by Deed dated SEPTEMBER 22 19 82 and duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 854 (or other Uniform Parcel Identifier, if any) 26-012-71 Page 169 Tax Parcel Number

particularly described in Exhibit "A" which is attached hereto and made a part hereof.

Owner and Lender covenant and agree as follows:

1. THIS IS AN ADVANCE MONEY MORTGAGE - It is expressly understood and agreed that this Mortgage secures, inter alia, certain obligatory loans and advances to be made from time to time by Lender to Borrower pursuant to the Agreement, which future advances are secured by this Mortgage as if made on the date hereof.
2. Owner and Borrower warrant and represent to Lender that Owner owns and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.
3. Borrower shall promptly pay to Lender interest, principal and any other sums due under the Agreement, in accordance with the terms of the Agreement.
4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any prior mortgage or security agreement. The proceeds of such award may, at Lender's option, be used to pay the outstanding amount under the Agreement secured by this Mortgage.
5. Except for any notice required under applicable law to be given in another manner, (a) any notice to Owner provided for in this Mortgage shall be given by delivering it personally or by mailing such notice by certified mail, addressed to Owner at the address of the Property or at such other address as Owner may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Owner as provided herein; if notice is given by certified mail, it shall be deemed to have been given on the date of mailing.
6. Owner will not sell, give, transfer, or encumber the Property or any right in the Property, in whole or in part, without Lender's prior written permission.
7. Upon default, Mortgagee, after notice required by law or in the Agreement, may take any action allowed by law or under the terms of the Agreement or this Mortgage.
8. Any extension of time for payment or reduction of the amount due under the Agreement which is granted by Lender to Borrower shall not operate to release in any manner any other Borrower or Owner under the terms of the Agreement or this Mortgage. Any forbearance by Lender in exercising any right or remedy under this Mortgage or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
9. Lender's rights and remedies under this Mortgage shall be cumulative and the exercise of any one or more of these rights shall not preclude the exercise of any other rights or remedies specifically granted in this Mortgage or permitted by law.
10. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of the parties. If more than one Owner signs this Mortgage, their obligations shall be joint and several.
11. As additional security hereunder, Owner hereby assigns to Lender the rents of the Property, provided that Owner shall, prior to the declaration of an Event of Default, have the right to collect and retain such rents as they become due and payable.
12. The State and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared severable.
13. Owner agrees that any interest payable after a judgment is entered, or on additional sums advanced, shall be at the same rate as is stated in the Agreement. PROVIDED, nevertheless, that should Lender's obligations to make advances to Borrower pursuant to the terms of the Agreement be terminated, and provided furthermore, that should Borrower pay in full all sums secured by this Mortgage, then, upon written demand of Owner, Lender shall, within 10 days, either satisfy this Mortgage or record or deliver a written release of this Mortgage to Owner.

IN WITNESS WHEREOF, each Owner has hereunto set hand and seal the day and year first above written.

WITNESS:

Michael C. Sutler

As to both

Scott L. Bressler
 SCOTT L. BRESSLER

Patricia J. Bressler
 PATRICIA J. BRESSLER

(SEAL)

(SEAL)

(SEAL)

(SEAL)

00CL013-127402

EXHIBIT A

VOL 1752 PAGE 443

LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF PIKE IN THE COUNTY
OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA, BEING DESCRIBED AS
FOLLOWS: 2.687 ACRES W/HOUSE. BEING MORE FULLY DESCRIBED IN A DEED
DATED 09/23/82 AND RECORDED 09/23/82, AMONG THE LAND RECORDS OF THE
COUNTY AND STATE SET FORTH ABOVE, IN DEED VOLUME 854 AND PAGE 169.

TAX MAP OR PARCEL ID NO.: 26-H12-31

NOTICE

This is an Advance Money Mortgage securing an Open-End Line of Credit upon which Borrower may obtain loans from time to time, even after an existing balance is paid in full. Any request by Borrower, or by anyone on Borrower's behalf, that the account be terminated prior to its maturity date, if any, must be in writing and signed by all Borrowers.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER OTHER MORTGAGES**

Owner and Lender request the holder of any mortgage or other encumbrance on the Property to notify Lender, at the address set forth below, of any default, sale or foreclosure action that pertains to the Property or Lender's interest therein.

I hereby certify that the precise address of the Lender (Mortgagee) is: 300 FOURTH AVENUE, PITTSBURGH, PA 15278
On behalf of Lender.

By: Mayle D. Durham Title: Consumer Lender

COMMONWEALTH OF PENNSYLVANIA: CONSTITUTIONAL DEFENDER

54

55

COUNTY OF Clearfield

On this, the 23rd day of April

undersigned officer, personally appeared SCOTT L BRESSLER before me, Dawn R. Brewer, the person(s) whose name(s) are PATRICIA J BRESSLER, known to me (or satisfactorily proven) to be the subscriber as Owner to the within instrument, and acknowledged that they executed the same for the purposes herein contained and desired to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 19th day of June, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission expires:

Walter B. Blawie
Notary Public

Notary Seal
Dawn R. Brewer, Notary Public
Lawn-ice Twp., Clearfield County
My Commission Expires Dec. 30, 1996
Member, Pennsylvania Association of Notaries

CLEARFIELD COU 'TY
ENTERED OF R.CORD
TIME 8:30 A.M 4-14-96
BY Debrae
FEES 13.50
Karen L Starck, Recorder

I hereby CERTIFY that this document is recorded in the Recorder's Office of Clearfield County, Pennsylvania.

Karen L. Stark
Karen L. Stark
Karen L. Stark

OF
PENNSYLVANIA
Loan No. 38971408001

Open-End Mortgage

PATRICIA J BRESSLER
RD 1 BOX 575
SILVER SPRING, MD 20901

TO
INTEGRA BANK
PO BOX 1401
FRANKLIN PA 16323

OF PENNSYLVANIA

COUNTY OF)
of)
Recorded on this)
the Recorder's Office of Said County, in Mortgage)
Book, Vol. ., Page .
Given under my hand and seal of the said office,
the day and year aforesaid.

Entered of Record 4-24 1996, 8:30 AM Karen L. Stanski, Recorder

1728 Old Olympic Highway
Port Angeles, Wa. 98362
August 18, 1978

Dear Mr. Ammerman,

Your letter of August 11, 1978 brought me news which disturbs me very much.

In 1966 when we moved from New Millport, my wife and I made a new will leaving our beautiful woodland in Pike Township to the Clearfield County Historical Society to be preserved as a park. This woodland includes fifty acres of the biggest hemlock and pine trees still standing in Clearfield County. We feel these beautiful trees should be preserved for future generations, not devastated by senseless coal stripping.

Your letter states, "exhaustive title examination". What did you determine when you checked Deed Book No. 393 page 205? You should have found that Daniel Spingola sold us all of the ground in question August 11, 1948. This included all of the ground both north and south of the Olanta to Millport road; it also included the ground on which the present Bressler homestead is located. This deed was recorded Oct. 11, 1948. We have owned this ground from then to present.

The so called corrected deed dated Oct. 4, 1949 was invalid. Our consent was never given to this change. It came about due to a promise which Spingola had made to Perry Bowman and forgot when he sold to us.

All of the above was verified in 1963 when Silverblatt searched the titles for the Warren Hartman coal stripping company.

It was concluded that Spingola sold ground which legally did not belong to him to Perry Bowman, who sold to Robert Rischell, who sold to Bressler. Since this deed was illegal, the coal stripping rights belong to the Spingola estate not Bowman, Rischell, or Bressler and that the present Bressler homestead is located on ground owned by Hugh and Grace Norris.

Very truly yours,

Hugh Norris

Hugh Norris

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

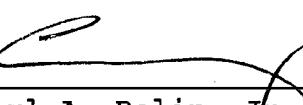
LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Defendants' Answer to Motion in Limine in the above-captioned matter to the following party by postage prepaid United States mail on April 25, 2003:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr. Esq.
Attorney for Defendants

CLIFFFIELD, PENNSYLVANIA 16830
P. O. BOX 1
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELIN & KUBISTA

10/25/85
All rights reserved
Any below
With the following
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN :
BLOOM and GERALD BLOOM :
: vs. : No. 02-95-CD
: :
MEARLE G. BRESSLER and :
PATRICIA JANE BRESSLER; husband :
and wife; and SCOTT L. BRESSLER :
and PATRICIA J. BRESSLER, :
husband and wife :
:

O R D E R

AND NOW, this 25 day of June, 2003, it is the ORDER of this Court that Civil Non-Jury Trial in the above-captioned matter is hereby rescheduled from August 8, 2003 to Wednesday, September 10, 2003 at 9:00 A.M. in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

FILED

JUN 25 2003

William A. Shaw
Prothonotary

BY THE COURT:

JOHN K. REILLY, JR.
President Judge

#11

FILED

1:30 P.M.
JUN 25 2003

ICC Atty J. Casper
ICC Atty Berlin

William A. Shaw
Prothonotary

Key

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM :
:

-vs- : No. 02-95-CD

MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife :
:

FILED

JUL 07 2003

William A. Shaw
Prothonotary

OPINION AND ORDER

Plaintiffs above named have filed this action in ejectment against the Defendants seeking to remove the Defendants from approximately 56 acres of surface located in Pike Township, Clearfield County, Pennsylvania. Defendants have filed an Answer and New Matter claiming ownership of the subject premises by adverse possession. Plaintiffs have filed a Motion in Limine and a request for Summary Judgment which is before the Court for disposition. In its Motion, Plaintiffs raise two issues: first, a Motion for Summary Judgment based upon Plaintiffs' superior claim of title and second, seeking to exclude a certain letter alleging that it is hearsay.

With regards to Plaintiffs' first Motion, it is conceded by Defendants that Plaintiffs have a superior paper title to the premises, but allege that their claim is based upon a "color of title" and adverse possession. Plaintiffs herein seek to have this Court declare that Plaintiffs' claim of "color of title" cannot be raised in that they are charged with constructive notice of Plaintiffs' superior chain of title based upon deeds of record in Clearfield County. Defendants argue that the doctrine of "color of title" need only be based upon an honest belief

that Defendants' title is valid and that the constructive notice of the previously filed deeds in Plaintiffs' chain do not invalidate the doctrine.

The doctrine of "color of title" refers to the instance where a grantee under a legally invalid deed takes the real property in question under the belief that the deed is valid. Beck v. Beck, 648 A.2d 341, 343 (Pa. Super. 1994), citing Arcadia v. Peles, 576 A.2d 1114, 1117 (Pa. Super. 1990). It is considered "the appearance of title without its reality. . . [and] contributes nothing to the fiber of title as affecting the adverse character of possession." Id. As explained by the Pennsylvania Supreme Court, taking such property under "color of title" does not confer actual title, but rather

[t]he effect of a color of title is merely to fix the character of the occupant's possession and to define its extent and limits . . . Mere color of title is valuable only so far as it indicates the extent of the disseisor's claim . . . This is the law with respect to unseated land; it is the same as to seated. A grantor need not have title to any part of the land conveyed in order to give color of title . . . If subsequent conveyances continue this color of title, they do not add to the right or give title . . . It is necessary for plaintiff to complete the color of title by a real title through possession. Without such possession, deeds giving color of title are unavailing as against one who owns the land or has rights therein. . . . However, regardless of the rights of the real owners . . . title to land could have been acquired by adverse possession; this would extinguish all prior claims. . . .

Despite its name, the doctrine of "color of title" does not in any way confer title on a grantee but rather deals with the character of possession held by the grantee through the invalid deed based upon the grantee's honest belief in the quality of his title. As such it has been said that color of title "saves its possessor only from the imputation of being a naked trespasser." Dice v. Reese, 21 A. 89, 91 (Pa. 1941). Such claim to possession must be "bona fide," based upon the "honest belief" of the grantee making the claim that the title he received is valid. Id. As such, where a party "enters under "color of title" and demonstrates actual

possession for the requisite twenty-one year period . . . of a portion of property described in the invalid instrument, [such party] may thereby establish constructive possession of [sic] entire tract described therein.” Beck, 648 A.2d at 343.

Plaintiffs correctly assert that the doctrine of color of title does not confer any rights upon Defendants because Defendants had constructive notice of Plaintiffs’ title by virtue of the recording of their valid deed. See 21 P.S. §357 (the legal effect of recording shall be to give constructive notice to subsequent purchasers, mortgages, and/or judgment creditors). However, the Court finds that constructive notice is not relevant in the context of a claim for adverse possession accomplished under the doctrine of color of title. As set forth above, the doctrine does not confer any rights upon Defendants, but merely permits them to “fix the character of . . . [their possession of the subject property] and . . . [to] define its extent and limits” Id. To state otherwise would be to obviate the possibility of any party ever having an “honest belief” sufficient to have color of title.

In the case at hand, Defendants have alleged facts indicating an honest belief in the legal validity of the deed through which they took possession. Among these allegations are that Defendants were the grantees under a deed appearing to convey legal title; Defendants enjoyed exclusive and peaceful possession under such deeds from 1949 forward; Defendants had entered into coal and gas leases with respect to the property as owners of the property; the deeds to the property were supported by both tax assessments; and finally, the younger Bresslers had executed mortgages with a bank as owners of such property beginning in 1984. The Court finds that these facts are indicative of Defendants’ honest belief that they held good title to the subject property, and as such, Defendants are entitled to proceed under the doctrine of color of title in connection with their adverse possession claim.

Plaintiffs' second allegation seeks to exclude a certain letter from evidence at the hearing claiming it to be hearsay. The letter, from one Hugh Norris, a predecessor in Plaintiffs' chain of title, to his attorney is attached to Defendants' Answer and New Matter and identified as Exhibit 3. The letter is dated August 18, 1978, and both parties agree that Hugh Norris is now deceased. This Court is of the opinion that the letter is admissible for several reasons. It is an admission by Plaintiffs' predecessor in title that he was aware that the Defendants were claiming title to the subject premises and were making certain use thereof. In addition, it is a declaration of Norris' state of mind including knowledge of the use to which the Defendants were putting the subject premises. As such, it is admissible in evidence. It is quite possible, as argued by the Plaintiffs, that other correspondence between Mr. Norris and his attorney would also be admissible.

Based upon the above, the Court therefore enters the following:

ORDER

NOW, this 7th day of July, 2003, following argument and briefs into Plaintiffs' Motion in Limine and Motion for Summary Judgment, it is the ORDER of this Court that said Motions be and are hereby dismissed in accordance with the foregoing Opinion.

By the Court,

President Judge

FILED

JUL 07 2003

0111-40 (un) *by*
William A. Shaw *ASD*
Prothonotary

1 cert to Canfield

1 cert to Brail

1 cert to Miller *per*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM and :

GERALD BLOOM :

VS. : NO. 02-95-CD

MEARLE G. BRESSLER and PATRICIA :

JANE RISHEL BRESSLER; and :

SCOTT T. BRESSLER and :

PATRICIA J. BRESSLER :

O R D E R

NOW, this 10th day of September, 2003, following testimony into the above-captioned matter, it is the ORDER of this Court that counsel file briefs with this Court within thirty (30) days from this date, and ten (10) days thereafter for any reply brief, if necessary.

BY THE COURT,

President Judge

FILED

SEP 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

#19

FILED 1 cc Atty Carlley
013-3781 1 cc Atty Belin
SEP 11 2003

William A. Shaw
Prothonotary/Clerk of Courts *WAS*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM :
:
-vs- : No. 02 - 95 - CD
:
MEARLE G. BRESSLER AND PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife :

FINDINGS OF FACT

1. That Lanny Bloom, Sylvan Bloom, and Gerald Bloom, Plaintiffs ("Blooms") filed an ejectment action against Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia G. Bressler ("the Bresslers") seeking possession of two (2) tracts of land in Pike Township, Clearfield County, Pennsylvania, identified on the Clearfield County Tax Maps as parcels 126-H12-9 and 126-H12-10.
2. That the two (2) parcels are located on different sides of Pike Township Road T-441 ("the township road") which runs in a generally east-west direction.
3. That the northern tract, 126-H12-9, is a tract of approximately 57 acres ("the northern tract") while the southern tract, 126-H12-10, is a tract of approximately 152 acres ("the southern tract").
4. That both tracts were conveyed to the Blooms by a chain of title which the Bresslers admit is a good "paper title".
5. That the Bresslers admit the Blooms have title to the southern tract except for a six acre tract and title to the minerals underlying the southern tract which are set forth as exceptions in the deed to the Blooms attached to their Complaint.

6. That the Court has granted judgment on the pleadings in favor of the Bresslers as to the title of the six-acre tract and the minerals underlying both the northern and southern tracts by an order dated June 13, 2003.

7. That the Bresslers claim title to the surface of the northern tract by adverse possession.

8. That two chains of title exist for the northern tract: a chain of title from the common grantor, Perry Bowman, into the Blooms which is a good paper title and a second chain of title from the common grantor into Robert Rishel ("Rishel"), the father of Patricia Jane Rishel Bressler, which conveyed no "paper title".

9. That after Rishel acquired a deed from the common grantor in 1949 in the second chain of title, he immediately entered into possession of the northern tract of land in 1949.

10. That the Bresslers, who were the daughter and son-in-law of Rishel, moved into the home which was located on the northern tract in the summer of 1950 and have lived continuously in the home since that date to the time of trial.

11. That the Bresslers also used the areas around the home for a yard, a garage, dog pens, and a garden from the time they moved into the home until the present day.

12. That the Bresslers remodeled the home in 1961 and expanded area of the yard and garden in the 1960's and 1970's to their present location.

13. That the Bresslers also rebuilt the garage and constructed a fish pond on the property in the late 1960's.

14. That the northern tract of land consisted of approximately 57 acres of land and bounded on the South by the original location of the township road, on the west by a

state road, Legislative 17037 (now SR 3007), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract, and on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the township road (the southern boundary).

15. That the northern tract of land consists of two (2) residences and related uses which extend along almost the entire southern boundary, woodland which runs behind the residences, and to the north of the woodland, fields which cover the remainder of the tract to the northern boundary.

16. That Rishel and the Bresslers have used the fields from 1950 until the present day and have during this time also leased the fields to others to plant crops in order to keep the fields arable.

17. That from 1949, Norris used the southern tract for farming and raised crops for cows which he pastured on the southern tract and housed in a barn on the southern tract across the township road near the house occupied by the Bresslers.

18. That Norris never claimed to them that their title was void, nor did he take any action to establish his title to the northern tract by any action with regard to the Bresslers' possession or by filing a legal action to establish his title and right to possession of the northern tract.

19. That Rishel and the Bresslers paid taxes on the northern tract that was assessed to them from 1951 until the present date.

20. That Rishel made two (2) deeds to his daughter and son-in-law for the northern tract: a deed on December 10, 1966, for four (4) acres surrounding the house, and a deed on November 30, 1974, for the remainder of the tract.

21. That the Bresslers did not have a title search done of the two (2) deeds because the deeds were gifts from Mrs. Bressler's father and no adverse claim as to their title had ever been brought to their attention by Norris or anyone else.

22. That Scott and Patricia Bressler, the son and daughter-in-law of the Bresslers ("the Bressler children") moved a trailer to an area along the township road to the east of the Bressler home on the northern parcel in 1973.

23. That the Bressler children then built a home on the tract where the trailer had been located in 1982.

24. That Norris gave Scott Bressler permission to use barn timbers for the home and made no objection or claim to the northern tract in that conversation nor did Norris advise Scott Bressler that the Bressler title was void.

25. That the Bresslers made a deed to the Bressler children on September 23, 1982, for the area where the new home was being built.

26. That Norris was aware of the two (2) chains of title in 1978 and that the second chain of title was deficient but never took any action to notify the Bresslers or the Bressler children of this fact nor did he take any action to establish his paper title to the northern tract the entire time he owned the tracts from August 11, 1948, through August 20, 1990.

27. That the present owners, the Blooms, took no action to establish their title from August 20, 1990, until they filed the present action on January 18, 2002.

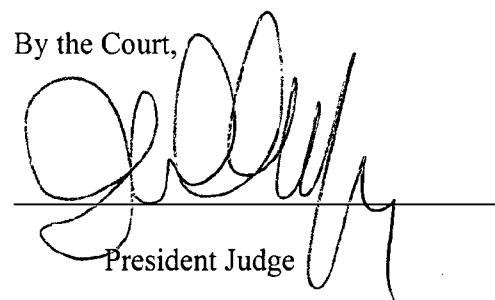
28. That Rishel, the Bresslers, and the Bressler children possessed the northern tract from 1949 to the present day and their possession was adverse, open, exclusive and continuous.

CONCLUSIONS OF LAW

1. That this Court has jurisdiction of the parties.
2. That this Court has jurisdiction of the subject matter.
3. That the Bressler family entered the premises under an invalid deed but which they believed was valid and they had a "color of title" by virtue of the deed to Rishel, later the two (2) deeds to Bressler, and finally the deed to the Bressler children.
4. That the possession of Robert Rishel, the Bresslers, and the Bressler children were in privity and can be tacked to establish the requisite period of adverse possession.
5. That the possession of Rishel, the Bresslers and the Bressler children as to any part of the northern tract is deemed co-extensive with the entire boundaries of the northern tract.
6. In addition, that the establishment of the residence, including the lawn, garden, and other uses nearby, and the use of the field on the northern area of the northern tract established actual possession of the entire northern tract.
7. That the Bressler family established adverse possession of the entire northern tract which possession has been actual, continuous, exclusive, visible, notorious, distinct, and hostile since 1950, which is in excess of twenty (20) years.
8. That the possession of the Bresslers has been exclusive.
9. That the predecessor in title, Hugh Norris, was aware of the claim of the Bressler family, including Rishel, the Bresslers, and the Bressler children from 1950 and did nothing to cause a cessation of their claim to title either by a legal proceeding or otherwise.
10. That title to the northern tract is vested in the Bressler family as follows:

Scott L. Bressler and Patricia Bressler – 2.6874 acres as described in deed recorded at Deed Book 854, page 169; Mearle and Patricia Bressler – the residue of the northern tract which is bounded on the South by the original location of Pike Township Road T-441, on the West by SR 3007, on the East by a tree line and on the North by a fence line which constitutes the property described in two (2) deeds from Robert Rishel recorded at Deed Book 539, Page 336 and Deed Book 693, Page 565.

By the Court,

A handwritten signature in black ink, appearing to read "President Judge", is written over a horizontal line.

Dated: November 25, 2003

President Judge

FILED

NOV 25 2003

William A. Shaw
Prothonotary

FILED

3:44 BA, 'accates Belin'
,crazily Carley
NOV 25 2003
SJS

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and
GERALD BLOOM

-VS-

No. 02-95-CD

FILED

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband and
Wife; and SCOTT L. BRESSLER and
PATRICIA J. BRESSLER, Husband and
Wife

NOV 25 2003

OPINION AND ORDER

William A. Shaw
Prothonotary

Plaintiffs above-named commenced this Action in Ejectment seeking to remove the Defendants from a tract of land of approximately 57 acres surface located in Pike Township, Clearfield County. Plaintiffs have valid record title to the premises and Defendants claim title through adverse possession. While Defendants have a recorded chain of title commencing in 1949, all parties agree that it is inferior to Plaintiffs' chain.

From the testimony produced at hearing Defendants' inferior chain of title commenced in 1949. The common grantor of both Plaintiffs and Defendants is one Perry Bowman who granted a deed to Robert Rishel in 1949 for the subject premises which was the initial deed in Defendants' inferior title. Plaintiff Patricia Jane Rishel Bressler is Robert Bressler's daughter and Robert Rishel moved his daughter and her husband, Mearle G. Bressler onto the premises in mid 1950. Later Rishel deeded the Northern tract to the Bresslers by two deeds in the inferior chain of title, one in 1966 and the other in 1974.

Thereafter the Bresslers and Rishel occupied the residence located on the premises and remodeled it in the early 1960's. They developed a yard to the front and side of the residence, planted a garden in the 1960's and expanded it with fruit bushes in 1960. They

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constructed a garage and dog pens shortly after assuming occupancy which were expanded into larger facilities in the 1960's and 1970's. A fish pond was placed on the premises near the home in the mid 1960's and the fields on the Northern part of the property were rented to farmers who planted crops thereon. From the date of the conveyance to Bowman in 1949 until the above mentioned Complaint was filed on January 18, 2002 none of the record title holders to the premises objected to the Defendants' use thereof. Hugh Norris, Plaintiffs' predecessor in title was aware of the use being made by the Bresslers of the subject tract of land but never objected thereto. In 1973 the Bresslers' son, Scott Bressler, and his wife moved a trailer onto the subject premises and in 1982 built a home on the same site.

Plaintiffs acquired the record title from Norris in 1990 but made no claim as to the Northern tract until the filing of the instant Complaint. Through this entire period Defendants were assessed with and paid the taxes on the subject premises.

Defendants now claim title to the premises by adverse possession claiming that the possession by Rishel, the Bresslers, and the Bressler children may be tacked to establish the requisite period for adverse possession to ripen.

The rule for tacking under these circumstances is stated in 2 C.J.S. Adverse Possession §130e as follows:

Members of a family –

Where a family has lived in continuous adverse possession of land, the title being in one of them or in different members of the family at different times, they stand in privity one to another that the tacking of their possessions is permissible.

See Shaffer v. Baylor's Lake Association, 141 A.2d 583, 586-87 (Pa. 1958). Moreover, the relevant deeds in the Bresslers' chain of title, albeit conveying no legal title, clearly attempt to convey the entire parcel, which is also required.

Plaintiffs agree, however, that even if the Defendants' possession were adverse it cannot extend to the entire 57 acre tract but only to those portions actually "possessed". However, Defendants have claimed possession under "color of title" and this Court held in its Opinion of July 7, 2003, that the Defendants did indeed hold under "color of title". Our Appellant Courts have held:

Our law is clear, however, that the possession of one who has a colorable title is co-extensive with the boundaries of the instrument under which he claims only in the absence of any actual possession by the true owner. *Cluggage v. Duncan*, 1 Serg. & Rawle 111, 118 (1844).

Arcadia Co., Inc. v. Peles, 576 A.2d 1114, 1117 (Pa. Super. 1990).

Under this doctrine, therefore, their adverse possession extends to the described limits and boundaries of the subject premises.

Plaintiffs argue that since Hugh Norris, Plaintiffs' predecessor in title and valid record owner of the premises from 1949 until 1990, had no actual notice of Defendants' adverse use in that he was a resident of one of the western states. American Jurisprudence 2d Adverse Possession §69 states as follows:

The adverse possession of land must generally be visible to ripen into title. It must be visible and open to the common observer, so that the owner or an agent, on visiting the premises, might readily see that the owner's rights are being invaded. Indeed, it is held that possession, to be adverse, must be open and visible with a claim of ownership such as will notify a party seeking information on the subject that the premises are not held in subordination to any title or claim of others, but against all titles and claimants.

Further, in §73 it quite clearly appears that a record owner cannot shut his eyes to what is apparent to a casual observer and thereby claim to have no notice of the adverse use.

Paragraph 73 reads as follows:

In the absence of actual knowledge of the record owner, it is necessary to show that the possession of the claimant was so open,

notorious, and visible as to warrant the inference that the owner must, or should, have known of it; otherwise, a mere trespass might be evidence of ouster. As a general rule, it will be sufficient if the property is so used by the adverse claimant as to put the owner on inquiry as to the nature and extent of the invasion of the true owner's rights; and this is especially true where the property is so situated as not to admit of permanent improvement.

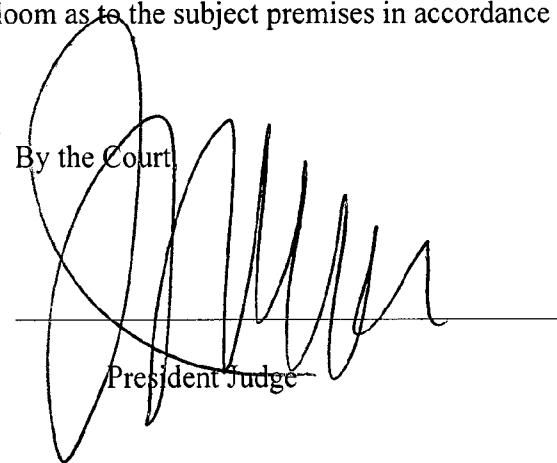
While possession which is so open, visible, and notorious as to give the owner constructive notice of an adverse claim need not be manifested in any particular manner, there must be such physical evidence of possession as reasonably to indicate to an owner who visits the premises, and who possesses ordinary prudence, that a claim of ownership adverse to the owner is being asserted. The acts of possession must be such as to give unequivocal notice of a claim of the land adverse to the claims of all others and must be of such character and so openly done that the real owner will be presumed to know that a possession adverse to the real title has been taken.

WHEREFORE, the Court enters the following:

O R D E R

NOW, this 25th day of November, 2003, following hearing and briefs into the above-captioned Complaint in Equity judgment is hereby entered in favor of Mearle G. Bressler and Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler and against Lanny Bloom, Sylvan Bloom and Gerald Bloom as to the subject premises in accordance with the foregoing Opinion.

By the Court
President Judge



FILED

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NOV 25 2003
1 CC to attorney General

William A. Shaw
Prothonotary

cc
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	DEFENDANTS MEARLE G.
JANE RISHEL BRESSLER, Husband and	:	BRESSLER, PATRICIA
Wife; and SCOTT L. BRESSLER and	:	JANE RISHEL BRESSLER,
PATRICIA J. BRESSLER, Husband and	:	SCOTT L. BRESSLER AND
Wife,	:	PATRICIA J. BRESSLER
	Defendants	MOTION FOR POST TRIAL
	:	RELIEF

Filed on Behalf of:
Defendants

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED

DEC 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

22

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife,
Defendants :
:

DEFENDANTS MEARLE G. BRESSLER, PATRICIA JANE
RISHEL BRESSLER, SCOTT L. BRESSLER AND PATRICIA J. BRESSLER
MOTION FOR POST TRIAL RELIEF

AND NOW comes Mearle G. Bressler and Patricia Jane Rishel Bressler, husband and wife ("Sr. Bresslers"), and Scott L. Bressler and Patricia J. Bressler, husband and wife ("Jr. Bresslers") (together "Bresslers"), by their attorney, Carl A. Belin, Jr., of Belin & Kubista, and files this motion for post trial relief to correct Findings of Fact and Conclusions of Law, and in support thereof avers as follows:

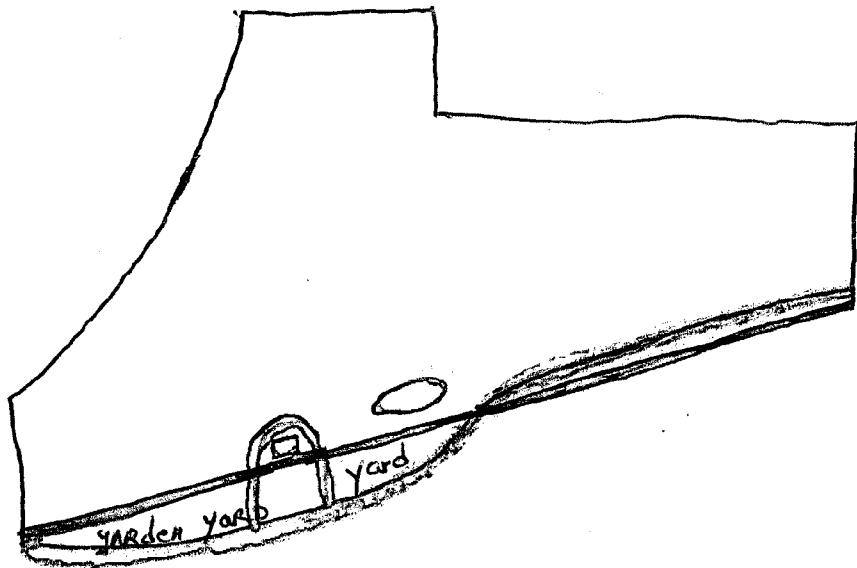
1. That the Findings of Fact 14 and Conclusion of Law 10 submitted by the Bresslers set forth the southern boundary of the tract in issue as the "Old Township Road." See Request for Findings of Fact No. 14 and Conclusion of Law 10.

2. That the Findings of Fact were submitted on the basis that counsel assumed that the Old Township Road was to the South of the New Township Road through its entire extension beginning at the western boundary of the property and proceeding though and to the eastern boundary of the property.

3. That a review of the exhibits has established that the New Township Road actually traverses to the South of the Old Township Road from the western terminus adjacent and in front of the Sr. Bresslers' residence to a point immediately to the West of the fish pond where the two (2) roads intersect and the Old Township Road lies to the South of the New Township Road from that point to the eastern boundary of the property. See Plaintiff's Exhibit "E" which includes an aerial photograph of the New Township Road and an overlay showing the northern tract which has as its southern boundary the Old Township Road. This exhibit establishes that the New Township Road is located to the South of the Old Township Road on the western side of the property. See also Bresslers' Exhibit "2(6)" which includes a survey of the Jr. Bresslers showing the New Township Road and the Old Township Road (the "earthern road abandoned") on the eastern side of the property.

4. That the Findings of Fact and Conclusion of Law as requested by the Bresslers and as entered by the Court creates a strip of land that lies between the new Township Road and the Old Township Road not included in the tract which strip is the area that includes part of the yard and garden of the Sr. Bresslers as set forth in the following illustration:

(see illustration - next page)



- Strip between new and old Roads
- new township Road
- old township Road
- senior Bresslers home, fish pond

ILLUSTRATION Traced from Bressler Exhibits 9, 10, and 11 and copied from Bloom Exhibit E. See also Bressler Exhibit 2(e) showing new and old road at eastern end of property -- the old road is identified as "DERTHEN Road (abandoned)"

5. That the strip of land that exists between the new and old road is actually part of the garden and yard in front and adjacent to the Sr. Bresslers' residence that has been planted, mowed, and maintained by the Bresslers since the late 60's until the present time. See also Bresslers' Exhibits 10 and 11 which shows the area used by the Bresslers on the strip created by the two (2) roads.

6. That the Bresslers seek to correct Findings of Fact No. 14 and Conclusion of Law No. 11 to eliminate this strip that exists between the new and old roads on the western side of the property to make it a part of the tract, and request Your Honorable Court to enter as follows:

Finding of Fact No. 14:

14. That the northern tract of land consists of approximately 57 acres of land and is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning.

Conclusion of Law No. 10:

10. The title to the northern tract is vested in the Bressler family as follows:

Scott L. Bressler and Patricia Bressler - 2.6874 acres as described in deed recorded at Deed Book 854, page 169; Mearle and Patricia Bressler - the residue of the northern tract which is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning which constitutes the property described in two (2) deeds from Robert Rishel recorded at Deed Book 539, Page 336 and Deed Book 693, Page 565.

7. That this revision is warranted by the evidence and by the holding of *Inn Le'Daerda, Inc. v. Davis*, 360 A.2d 209, 218 (Pa.Super. 1976):

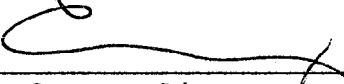
"We think that given the prior use of the disputed strip as a lawn in connection with the residence during the possession of the larger lot by Donovan and Alexander, the

continued maintenance of the lawn by Phillips at the request of the Alexanders was sufficient to constitute adverse occupancy. Cf. *Lyons v. Andrews*, 226 Pa.Super. 351, 313 A.2d 313 (1973). Therefore, we conclude that the evidence was sufficient to establish adverse possession of the disputed strip by appellee Dixon and his predecessors in title for the requisite period of twenty-one years."

RESPECTFULLY SUBMITTED,

BELIN & KUBISTA

By


Carl A. Belin, Jr. Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

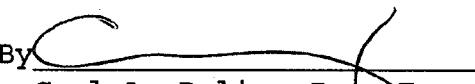
LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Defendants' Motion for Post Trial Relief in the above-captioned matter to the following party by postage prepaid United States mail on December 5, 2003:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Defendants

5cc
Atty Belin
Kubista
DEC 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM,
and GERALD BLOOM

Plaintiffs,

-vs-

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband and
Wife; and SCOTT L. BRESSLER and
PATRICIA J. BRESSLER, Husband and
Wife;

Defendants.

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No. 2002-95-CD

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FILED

DEC 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

**PLAINTIFFS' POST-TRIAL MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT OR, IN THE
ALTERNATIVE, FOR A NEW TRIAL**

AND NOW, pursuant to Pa.R.C.P. 227.1, come the Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom, who by and through their attorney John R. Carfley, Esquire, move the Court for judgment notwithstanding the verdict in the above-captioned case or in the alternative, for a new trial, and in support avers the following:

I. MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT

1. As a matter of law, the Court erred in finding that the Defendants' chain of title established through an invalid deed that was recorded after the entire parcel in dispute had already been conveyed to the Plaintiffs' predecessor in title through a legal transfer, constituted a good faith belief that the Defendants were acquiring legal title to the premises.
2. As a matter of law, the Court erred in finding that despite the Defendants failure to perform an adequate search of the records pertaining to the parcel in dispute, their inferior chain of title allowed them to proceed under a theory of "color of title" and extend the area for which they claim under adverse possession.
3. As a matter of law, the Court erred in finding that Defendants entry based on "color of title" was made under a bona fide and not pretended claim to title, which actually existed in the Plaintiffs.

423

4. The Court was incorrect in concluding that the establishment of the residence, lawn, garden and other nearby facilities as well as the sporadic use of the field on the northern area of the northern tract established actual possession of the entire northern tract.
5. The Court was incorrect in establishing that the Defendants possession of the parcel has been exclusive. In support thereof, Plaintiffs offer the following proposed findings of fact submitted to the Court following trial that were supported by the testimony but not relied upon by the Court in making its decision:
 - a. Defendants did not establish that the fences depicted in the aerial photos were built or erected by them.
 - b. The Plaintiffs have used the subject property to hunt continuously since they acquired title to the property in 1990.
 - c. The Plaintiffs have themselves retrieved hay and have given authority to others to take hay from the property for several years
6. The Court was incorrect in establishing that the Plaintiffs' predecessor in title, Hugh Norris, was aware of the claim of the Defendants from 1950 and did nothing to cease a cessation of their claim. In support thereof, Plaintiffs offer the following proposed findings of fact submitted to the Court following trial that were supported by the testimony but not relied upon by the Court in making its decision:
 - a. At some time subsequent to his purchase and as early as the mid-1960's, W. Hugh Norris moved to the West Coast, where he resided until his death early this year.
 - b. Mr. Norris never returned to Clearfield County following his move to the West Coast and had no contact or dealings with the Defendants.
 - c. While living in Washington state, Mr. Norris received several letters from David S. Ammerman, Esquire informing him of the Bresslers intention to mine the coal underneath the tract in dispute, however the letters do not at any time, mention the Bresslers intent to occupy the surface under any theory of adverse possession.
 - d. Mr. Norris never witnessed any improvements made to his property by the Defendants and had no legal standing to challenge any mining operations being performed on the property since his interest was

limited to the surface estate; the mineral estate having been reserved in a broad reservation of mining rights in the Plaintiffs' chain of title.

- e. Prior to the mining activities mentioned in the letters of Attorney Ammerman, the majority of the 56.46 acre tract was woodlands.
- f. Defendants did not establish that the fences depicted in the aerial photos were built or erected by them.
7. As a matter of law, given the uncontradicted facts adduced at trial, Plaintiffs are entitled to judgment notwithstanding the verdict, since under Pennsylvania case law, Pennsylvania recording statutes and public policy, Defendants failed to make a good faith effort to discover the existing chain of title that conveyed superior legal title to the Plaintiffs and thus should preclude Defendants from prevailing on the theory of "color of title" as it pertains to their claim of adverse possession.
8. As a matter of law, the Court erred in failing to find that the Plaintiffs acquired and maintained superior legal record title to the entire premises when juxtaposed to Defendants' naked possession of a finite area of the entire tract based upon entry pursuant to an admittedly inferior paper chain of title fraudulently created by the common grantor.
9. As a matter of law, the Court erred in admitting a letter without an exception to the hearsay rules, purportedly transmitted from Hugh Norris, Plaintiffs' predecessor in title, where that individual was deceased and unable to appear and present testimony pertinent to the document and/or be available for cross examination by Plaintiffs' counsel.
10. Plaintiffs reserve the right to file additional grounds supporting this motion after receipt, review and analysis of the entire trial transcript.

WHEREFORE, Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom, respectfully request that the Court enter judgment in their favor notwithstanding the prior verdict.

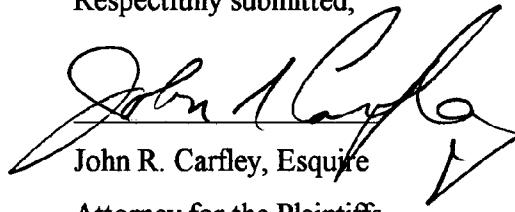
II. MOTION FOR NEW TRIAL

1. Plaintiffs incorporate paragraphs 1 through 10 of the preceding Motion for Judgment Notwithstanding the Verdict as though fully set forth at length within this Motion.

2. The verdict was manifestly against the weight of the evidence, in that the Defendants failed to establish their exclusive and open dominion over the entire northern tract and that their entry by "color of title" was made under a bona fide and not pretended claim to title.
3. The Court erred in admitting the letter of Hugh Norris to Attorney David Ammerman, in that it did not fall within any exception to the hearsay rule for an unavailable declarant.
4. The Court erred in refusing to consider possible alternate interpretations of the contents of the letter from Hugh Norris to Attorney David Ammerman.
5. The Court erred in refusing to find that the Defendants failure to have a title search done because the deeds were gifts between relatives does not satisfy the "good faith" requirement necessary to establish "color of title".
6. The Court erred in finding that the remaining undeveloped portion of the tract consisted of fields, when the aerial photos admitted into evidence show that the majority of the parcel remains untouched woodlands.
7. Plaintiffs reserve the right to file additional grounds supporting this motion after receipt, review and analysis of the entire trial transcript.

WHEREFORE, Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom requests that the Court grant a new trial.

Respectfully submitted,



John R. Carfley, Esquire
Attorney for the Plaintiffs

Dated: December 5, 2003

FILED

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Any Case

William A. Shaw

Case

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

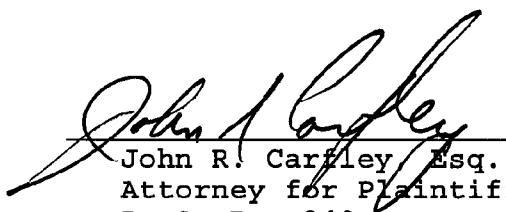
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
and wife,

PLAINTIFF'S REQUEST FOR TRANSCRIPTION OF TESTIMONY

Plaintiffs, Lanny Bloom, Sylvan Bloom and Gerald Bloom
through their undersigned counsel, hereby certifies that the trial
transcript is essential for the disposition of their post-trial
motions.

WHEREFORE, plaintiff respectfully requests that the entire
transcript be transcribed.


John R. Carlley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: December 5, 2003

FILED

DEC 05 2003

William A. Shaw
Prothonotary/Clerk of Courts

#24

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

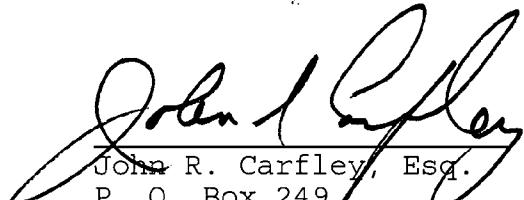
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
and wife,

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the within
Plaintiffs' Post Trial Motion and Plaintiffs' Request for
Transcription of Testimony by personal service to:

Carl A. Belin, Jr., Esq.
BELIN & KUBISTA
P. O. Box 1
Clearfield, Pa., 16830



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

FILED
DEC 05 2003

1cc
Amy Carter

William A. Shaw
Prothonotary/Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

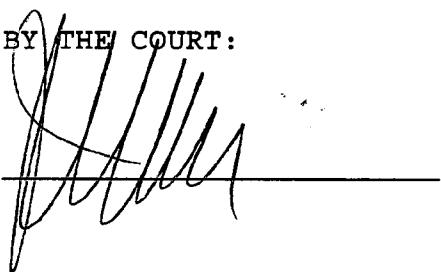
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
and wife,

ORDER FOR TRANSCRIPTION OF TESTIMONY

AND NOW THIS 19th day of December, 2003, upon consideration of
Plaintiffs' request IT IS THE ORDER OF THIS COURT that the court
Reporter responsible for the transcript of the above non-jury trial
held on September 10, 2003, transcribe the entire transcript
together with all exhibits attached thereto at plaintiffs' expense.

BY THE COURT:



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William A. Shaw
Prothonotary

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cc to City Clerk

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William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM :
vs. : No. 02-95-CD
MEARLE G. BRESSLER and :
PATRICIA JANE RISHEL BRESSLER :
Husband and Wife; and SCOTT L. :
BRESSLER and PATRICIA J. :
BRESSLER, Husband and Wife :
:

ORDER

AND NOW, this 5 day of February, 2004, it is the ORDER of the Court that argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief in the above matter has been scheduled for Wednesday, February 25, 2004 at 11:00 A.M., before the Honorable John K. Reilly, Senior Judge, Specially Presiding, in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

FILED

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FEB 05 2004
William A. Shaw
Prothonotary

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William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM :
vs. : No. 02-95-CD
MEARLE G. BRESSLER and :
PATRICIA JANE RISHEL BRESSLER :
Husband and Wife; and SCOTT L. :
BRESSLER and PATRICIA J. :
BRESSLER, Husband and Wife :
:

ORDER

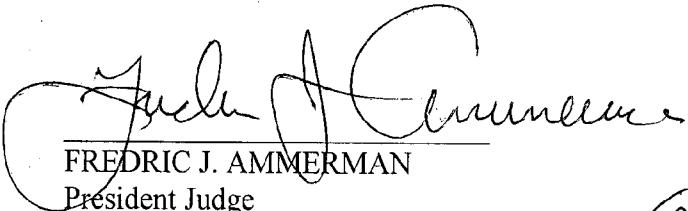
AND NOW, this 11 day of February, 2004, it is the ORDER of the Court that argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief in the above matter has been rescheduled from February 25, 2004 to **Wednesday, March 24, 2004 at 9:30 A.M.**, before the Honorable John K. Reilly, Senior Judge, Specially Presiding, in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA.

FILED

FEB 11 2004

William A. Shaw
Prothonotary

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

#28

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① 3:45 PM 4 Memo
To atty below

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William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM :
VS. : NO. 02-95-CD
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER; and :
SCOTT T. BRESSLER and :
PATRICIA J. BRESSLER :
X29

O R D E R

NOW, this 24th day of March, 2004, upon
consideration of Plaintiff's Post-Trial Motion for Judgment
Notwithstanding the Verdict or, in the Alternative, for a New
Trial; and argument thereon, it is the ORDER of this Court that
said Motion be and is hereby dismissed.

BY THE COURT,

John K. Reilly, Jr.
Senior Judge
Specially Presiding

FILED

MAR 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 24 2004
0710:50 AM
William A. Shaw
Prothonotary/Clerk of Courts

CLERK MATTY CARLSON
BREWELL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :
: WILLIAM A. SHAW
: Prothonotary/Clerk of Courts

FILED

MAR 31 2004

ORDER

AND NOW, this 31 day of March, 2004, after argument on Defendants' Post Trial Motion to correct Findings of Fact and Conclusions of Law and an appropriate order, it is the ORDER of this Court that said motion is hereby granted and Finding of Fact No. 14 and Conclusion of Law No. 10 are hereby corrected to read as follows:

Finding of Fact No. 14:

That the northern tract of land consists of approximately 57 acres of land and is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary

430

between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning.

Conclusion of Law No. 10:

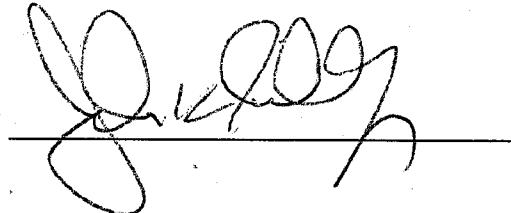
The title to the northern tract is vested in the Bressler family as follows:

Scott L. Bressler and Patricia Bressler - 2.6874 acres as described in deed recorded at Deed Book 854, page 169; Mearle and Patricia Bressler - the residue of the northern tract which is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning which constitutes the property described in two (2) deeds from Robert Rishel recorded at Deed

Book 539, Page 336 and Deed Book 693, Page 565.

It is the further ORDER of this Court that judgment in the above-captioned action is hereby entered in favor of Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler, and against the Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom.

BY THE COURT,

A handwritten signature in black ink, appearing to read "John J. Bressler", is written over a horizontal line.

FILED acc Amy Carley
O/2:00 AM 2CC Amy Bell
MAR 3 1 2004

William A. Shaw
Prothonotary/Clerk of Courts

624

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

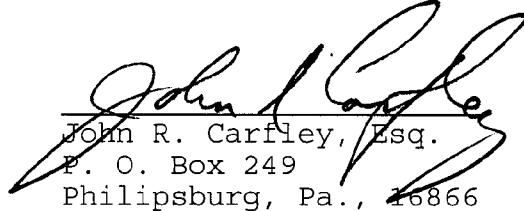
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :
and wife,

PRAECIPE

TO THE PROTHONOTARY:

PLEASE reduce Order of Court dated March 24, 2004 and Order
of Court dated March 31, 2004, to judgment.


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

Dated: April 13, 2004

FILED

APR 14 2004 11:00
01934016
William A. Shaw
Prothonotary/Clerk of Courts

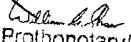
1 copy to Atte

NOTICES TO ATTY BAKER

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

APR 14 2004

Attest.


William A. Shaw
Prothonotary/
Clerk of Courts

#31

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM :
VS. : NO. 02-95-CD
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER; and :
SCOTT T. BRESSLER and :
PATRICIA J. BRESSLER :
:

O R D E R

NOW, this 24th day of March, 2004, upon
consideration of Plaintiff's Post-Trial Motion for Judgment
Notwithstanding the Verdict or, in the Alternative, for a New
Trial; and argument thereon, it is the ORDER of this Court that
said Motion be and is hereby dismissed.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

John K. Reilly, Jr.
Senior Judge
Specially Presiding

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 24 2004

Attest.

John K. Reilly
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM, :
Plaintiffs : NO. 2002-95-C.D.
vs. :
: MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER, Husband and :
Wife; and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, Husband and :
Wife, :
Defendants :

ORDER

AND NOW, this 31 day of March, 2004, after argument on
Defendants' Post Trial Motion to correct Findings of Fact and
Conclusions of Law and an appropriate order, it is the ORDER of
this Court that said motion is hereby granted and Finding of
Fact No. 14 and Conclusion of Law No. 10 are hereby corrected
to read as follows:

Finding of Fact No. 14:

That the northern tract of land consists of approximately
57 acres of land and is bounded on the West by a state road,
Legislative 17037 (now SR 3007), on the South by the new
township road from its intersection with SR 3007 to a point
where it intersects and joins the old township road and from
that point along the old township road to the eastern boundary
of the property, on the East by a tree line which is a boundary

between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning.

Conclusion of Law No. 10:

The title to the northern tract is vested in the Bressler family as follows:

Scott L. Bressler and Patricia Bressler - 2.6874 acres as described in deed recorded at Deed Book 854, page 169; Mearle and Patricia Bressler - the residue of the northern tract which is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning which constitutes the property described in two (2) deeds from Robert Rishel recorded at Deed

Book 539, Page 336 and Deed Book 693, Page 565.

It is the further ORDER of this Court that judgment in the above-captioned action is hereby entered in favor of Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler, and against the Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAR 31 2004

Attest.

John K. Reilly
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM
Plaintiffs

vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :

NOTICE OF ENTRY OF JUDGMENT

TO: MEARLE G. BRESSLER
PATRICIA JANE RISHEL BRESSLER
SCOTT L. BRESSLER AND
PATRICIA J. BRESSLER
c/o Carl Belin, Esq.
P. O. Box 1
Clearfield, Pa., 16830

BE advised that judgment was entered this date on Order of
Court dated March 24, 2004, and Order of Court dated March 31,
2004.



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM :
Plaintiffs
vs. : No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband :
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband :
and wife,
Defendants :

NOTICE OF APPEAL

NOTICE is hereby given that Lanny Bloom, Sylvan Bloom and Gerald Bloom, plaintiffs, hereby appeal to the Superior Court of Pennsylvania from the Orders of Court entered in the above matter on March 24, 2004 and March 31, 2004. These orders have been reduced to judgment by praecipe filed the 14th day of April, 2004, and entered in the docket as evidenced by the attached copy of the docket entries.


John R. Carfley, Esq.
Attorney for Appellants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID #17621

Dated: April 22, 2004

FILED

APR 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

132

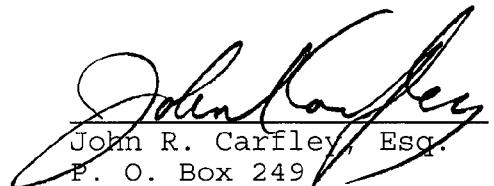
PROOF OF SERVICE

I hereby certify that I am this day serving the foregoing document upon the following persons by regular United States mail postage prepaid, which service satisfies the requirements of Pennsylvania Rules of Appellate Procedure 121:

Honorable John K. Reilly, Jr.
Clearfield County Courthouse
Clearfield, Pa., 16823

Carl Belin, Esq.
P. O. Box 1
Clearfield, Pa., 16830

Court Reporter
Courthouse
Clearfield, Pa., 16830



John R. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581
ID# 17621

Dated: April 22, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM and :
GERALD BLOOM :
VS. : NO. 02-95-CD
MEARLE G. BRESSLER and PATRICIA :
JANE RISHEL BRESSLER; and :
SCOTT T. BRESSLER and :
PATRICIA J. BRESSLER :
:

O R D E R

NOW, this 24th day of March, 2004, upon
consideration of Plaintiff's Post-Trial Motion for Judgment
Notwithstanding the Verdict or, in the Alternative, for a New
Trial; and argument thereon, it is the ORDER of this Court that
said Motion be and is hereby dismissed.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

John K. Reilly, Jr.
Senior Judge
Specially Presiding

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

MAR 24 2004

Attest.

William B. Blair
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

LANNY BLOOM, SYLVAN BLOOM and	:	
GERALD BLOOM,	:	
	Plaintiffs	NO. 2002-95-C.D.
vs.	:	
	:	
MEARLE G. BRESSLER and PATRICIA	:	
JANE RISHEL BRESSLER, Husband and	:	
Wife; and SCOTT L. BRESSLER and	:	
PATRICIA J. BRESSLER, Husband and	:	
Wife,	:	
	Defendants	:

ORDER

AND NOW, this 31 day of March, 2004, after argument on Defendants' Post Trial Motion to correct Findings of Fact and Conclusions of Law and an appropriate order, it is the ORDER of this Court that said motion is hereby granted and Finding of Fact No. 14 and Conclusion of Law No. 10 are hereby corrected to read as follows:

Finding of Fact No. 14:

That the northern tract of land consists of approximately 57 acres of land and is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary

between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning.

Conclusion of Law No. 10:

The title to the northern tract is vested in the Bressler family as follows:

Scott L. Bressler and Patricia Bressler - 2.6874 acres as described in deed recorded at Deed Book 854, page 169; Mearle and Patricia Bressler - the residue of the northern tract which is bounded on the West by a state road, Legislative 17037 (now SR 3007), on the South by the new township road from its intersection with SR 3007 to a point where it intersects and joins the old township road and from that point along the old township road to the eastern boundary of the property, on the East by a tree line which is a boundary between the northern tract and the next property to the East which tree line extends to the old township road (the southern boundary), on the North by a fence line which extends as a boundary between adjoining properties and the northern tract to SR 3007 which is the point of beginning which constitutes the property described in two (2) deeds from Robert Rishel recorded at Deed

Book 539, Page 336 and Deed Book 693, Page 565.

It is the further ORDER of this Court that judgment in the above-captioned action is hereby entered in favor of Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and Patricia J. Bressler, and against the Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom.

BY THE COURT,

/s/ JOHN K. REILLY, JR.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAR 31 2004

Attest.

William D. Shan
Prothonotary/
Clerk of Courts

Date: 04/20/2004

Time: 02:36 PM

Page 1 of 3

Clearfield County Court of Common Pleas

User: DGREGG

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date		Judge
01/18/2002	Filing: Civil Complaint Paid by: Carfley, John Receipt number: 1836938 Dated: 01/18/2002 Amount: \$80.00 (Check) Three Cert. to Atty.	No Judge
02/11/2002	Answer and New Matter. Filed by s/Carl A. Belin, Jr., Esquire Verification s/Mearle G. Bressler, s/Patricia Jane Rishel Bressler, s/Scott L. Bressler, and Patricia J. Bressler Certificate of Service 4 cc to atty	No Judge
03/25/2002	Sheriff Return, Papers served on Defendant(s). So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
04/03/2002	Motion of Defendants for Default Judgment Against Plaintiffs Under PA. R.C.P. No 1037 (c) On The New Matter. Filed by s/Carl A. Belin, Jr., Esq. 3 cc Atty Belin RULE, AND NOW, this 3rd day of April, 2002, Issued upon Plaintiffs, returnable for Written Response Apr. 23, 2002, Hearing, if necessary, Apr. 26, 2002, at 10:00 a.m. by the Court, s/JKR, JR., P.J. 3 cc Atty Belin	John K. Reilly Jr.
04/15/2002	Answer to Defendants' New Matter Filed on behalf of Plaintiffs. Filed by s/John R. Carfley, Esq. Verification s/Lanny Bloom 1 cc Atty Carfley Certificate of Service, Plaintiffs' Answer to Defendants' New Matter upon Carl A. Belin, Jr., Esq. filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
05/16/2002	Motion of Defendants For Partial Judgment On the Pleadings Under PA. R.C.P. NO. 1034 and 1037. 4 cc Atty Belin ORDER, AND NOW, this 16th day of May, 2002, Rule issued upon the Plaintiff, Rule returnable for Written Response May 31, 2002. Argument and Hearing, if necessary, to be held the 13th day of June, 2002, at 10:00 a.m. by the Court, s/JKR, JR., P.J. 3 cc Atty Belin	John K. Reilly Jr.
05/17/2002	Certificate of Service of Motion of Defendants for Partial Judgment on the Pleadings Under Pa. R. C. P. Nos. 1034 and 1037 upon JOHN R. CARFLEY, ESQ.. filed by s/Carl A. Belin, Jr., Esq. no cc	John K. Reilly Jr.
06/03/2002	Plaintiffs' Answer To Defendants' Motion For Partial Judgment. Filed by s/John R. Carfley, Esq. 1 cc Atty Carfley Certificate of Service, Plaintiffs' Answer to Defendants' Motion for Partial Judgment upon Carl A. Belin, Jr., Esq. Filed by s/John R. Carfley, Esq. no cc	John K. Reilly Jr.
06/19/2002	ORDER, AND NOW, this 13th day of June, 2002, re: Defendants' Motion for Partial Judgment on the Pleadings and the Answer thereto, etc. by the Court, s/JKR, JR., P.J. 1 cc Atty Belin, Carfley	John K. Reilly Jr.
02/10/2003	Praecipe For Non-Jury Trial. filed by s/Carl A. Belin, Esq. no cc Copy to CA Certificate of Readiness filed by s/Carl A. Beline, Esq. no cc Copy to CA Certificate of Service, Praecipe for Non-Jury Trial and Certificate of Readiness upon JOHN R. CARFLEY, ESQ. filed by s/Carl A. Belin, Jr., Esq.	John K. Reilly Jr.
04/09/2003	Pre-Trial Order: Now this 9th day of 2003 trial without jury shall be on Friday, August 8, 2003, at 9:00 A. M. s/JKR	John K. Reilly Jr.
04/11/2003	Plaintiff's Motion In Limine. filed by s/John R. Carfley, Esq. 2 cc to Atty Carfley	John K. Reilly Jr.

Date: 04/20/2004
Time: 02:36 PM
Page 2 of 3

Clearfield County Court of Common Pleas

User: DGREGG

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date	Judge	
04/14/2003	RULE, AND NOW, this 14th day of April, 2003, issued upon Defendants. Rule returnable the 5th day of May, 2003, for filing Written Response and 21st day of May, 2003, for Hearing thereon at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 2 cc Atty Carfley	John K. Reilly Jr.
04/25/2003	Answer To Motion In Limine. filed by s/Carl A. Belin, Jr., Esquire Certificate of Service 4 cc Atty Belin	John K. Reilly Jr.
06/25/2003	ORDER, AND NOW, this 25th day of June, 2003, re; Civil Non-Jury Trial is hereby RESCHEDULED from August 8, 2003 to Wednesday, September 10, 2003 at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 1 cc Atty J. Carfley, Belin	John K. Reilly Jr.
07/07/2003	OPINION AND ORDER, NOW, this 7th day of July, 2003, re: Plaintiffs' Motion in Limine and Moton for Summary Judgment are hereby DISMISSED. by the Court, s/JKR,JR.,P.J. 1 cc to Carfley, Belin, and Mikesell	John K. Reilly Jr.
09/11/2003	ORDER, NOW, this 10th day of September, 2003, re: Counsel to file briefs with this Court within thirty (30) days from this date, and ten (10) days thereafter for any reply Brief, if necessary. by the Court, s/JKR,JR.,P.J. 1 cc Atty Carfley, Belin	John K. Reilly Jr.
11/25/2003	Findings of Fact. by the Court, s/JKR,JR.,P.J. 1 cc Atty Belin, Carfley OPINION AND ORDER, NOW, this 25th day of November, following Hearing and Briefs into the above-captioned Complaint In Equity judgment is hereby entered in favor of Mearle G. Bressler and Patricia Jane Bressler, Scott L. Bressler and Patricia J. Bressler and against Lanny Bloom, Sylvia Bloom and Gerald Bloom. by the Court, s/JKR,JR.,P.J. 1 cc to Atty Belin, Carfley, and Mikesell	John K. Reilly Jr. John K. Reilly Jr.
12/05/2003	Defendants Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler and PatriciaJ. Bressler Modtion For Post Trial Relief. filed by s/Carl A. Belin, Esq. Certificate of Service 5 cc Atty Belin Plaintiffs' Post-Trial Motion For Judgment Northweithstanding The VerdictOr, In the Alternative, For A New Trial. filed by, s/John A Carfley, Esquire 3 cc Atty Carfley Plaintiff's Request For Transcription Of Testimony. filed by, s/John R. Carfley, Esquire Certificate of Service 1 cc Atty Carfley	John K. Reilly Jr. John K. Reilly Jr. John K. Reilly Jr.
12/19/2003	ORDER FOR TRANSCRIPT OF TESTIMONY, AND NOW THIS 19th day of December, 2003, re: Court Reporter responsible for the transcript of the above non-jury trial held on September 10, 2003, transcribe the entire transcript together with all exhibits attached thereto at Plaintiffs' response. by the Court, s/JKR,JR.,P.J. 1 cc Carfley, Belin	John K. Reilly Jr.
02/05/2004	ORDER, AND NOW, this 5th day of Feb., 2004, re; Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief scheduled for Wed., Feb. 25, 2004, at 11:00 a.m. in Courtroom No. 2. by the Court, s/FJA,P.J. 1 cc Atty Carfley, Belin	John K. Reilly Jr.
02/11/2004	Transcript Of Proceedings, Civil Non-Jury Trial. Held Before The Honorable John K. Reilly, Jr., President Judge on Wednesday, Sept. 10, 2003. filed.	John K. Reilly Jr.

Date: 04/20/2004

Time:-02:36 PM

Page 3 of 3

Clearfield County Court of Common Pleas

User: DGREGG

ROA Report

Case: 2002-00095-CD

Current Judge: John K. Reilly Jr.

Lanny Bloom, Sylvan Bloom, Gerald Bloom vs. Mearle G. Bressler, Patricia Jane Rishel Bressler, Scott L. Bressler, Patricia J. Bressler

Civil Other

Date		Judge
02/12/2004	ORDER, AND NOW, this 11th day of February, 2004, Argument on Plaintiffs' Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative, for a New Trial and Defendants' Motion for Post Trial Relief RESCHEDULED from Feb., 25, 2004 to Mar. 24, 2004, at 9:30 a.m. in Courtroom No. 2. by the Court, s/FJA, P.J. 2 cc & Memo to Atty Belin	John K. Reilly Jr.
03/24/2004	ORDER, NOW, this 24th day of March, 2004, re: Plaintiff's Post-Trial Motion for Judgment Notwithstanding the Verdict or, in the Alternative , for a New Trial; and argument thereon. Motion is DISMISSED. by the Court, s/JKR, JR., S.J., Specially Presiding cc Atty Carfley, Belin	John K. Reilly Jr.
03/31/2004	Order, AND NOW, this 31st day of March, 2004, re: Defendants' Post Trial John K. Reilly Jr. Motion to correct Findings of Fact and Conclusions of Law and an appropriate Order. by the Court, s/JKR,JR., S.J. 2 cc Atty Carfley, Belin	John K. Reilly Jr.
04/14/2004	Filing: Praeclipe to Reduce Order to Judgment Paid by: Carfley, John R. John K. Reilly Jr. (attorney for Bloom, Gerald) Receipt number: 1877259 Dated: 04/14/2004 Amount: \$20.00 (Check) Order reduce to Judgment Notice to Defendant c/o Atty. Belin Praeclipe. To reduce Order of Court dated March 24, 2004 and Order of Court dated March 31, 2004, to Judgment. filed by, s/John R. Carfley, Esquire 1 cc to Atty, Notice to Atty.	John K. Reilly Jr.

I hereby certify this to be a true and attested copy of the original statement filed in this case.

APR 20 2004

Attest.

William L. Chan
Prothonotary/
Clerk of Courts

FILED May 19 2004
APR 22 2004
1000 AM *570 to

William A. Shaw
Prothonotary/Clerk of Courts
Superior Court

W.A.S. 2cc May Castley

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 690 WDA 2004



Page 1 of 5

April 27, 2004

Lanny Bloom, Sylvan Bloom and Gerald Bloom, Appellants

02-95-CJ

v.

Mearle G. Bressler and Patricia Jane Rishel Bressler, Husband and Wife, and Scott L. Bressler, and Patricia J. Bressler, Husband and wife

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: April 27, 2004

Awaiting Original Record

Journal Number:

Case Category: Civil

Case Type: Quiet Title

Consolidated Docket Nos.:

Related Docket Nos.:

SCHEDULED EVENT

Next Event Type: Docketing Statement Received

Next Event Due Date: May 11, 2004

Next Event Type: Original Record Received

Next Event Due Date: June 1, 2004



William A. Shaw
Prothonotary/Clerk of Courts

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 690 WDA 2004

Page 2 of 5

April 27, 2004



COUNSEL INFORMATION

Appellant Bloom, Lanny

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Carfley, John R.

Bar No.: 17621 Law Firm:

Address: 222 Presqueisle Street
PO Box 249
Philipsburg, PA 16866

Phone No.: (814)342-5581 Fax No.: (814)342-1127

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

Appellant Bloom, Sylvan

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Carfley, John R.

Bar No.: 17621 Law Firm:

Address: 222 Presqueisle Street
PO Box 249
Philipsburg, PA 16866

Phone No.: (814)342-5581 Fax No.: (814)342-1127

Receive Mail: No

E-Mail Address:

Receive E-Mail: No

Appellant Bloom, Gerald

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellant Attorney Information:

Attorney: Carfley, John R.

Bar No.: 17621 Law Firm:

Address: 222 Presqueisle Street
PO Box 249
Philipsburg, PA 16866

Phone No.: (814)342-5581 Fax No.: (814)342-1127

Receive Mail: No

E-Mail Address:

Receive E-Mail: No

Appellee Bressler, Mearle G

Pro Se: Appoint Counsel Status:

IFP Status: No

Appeal Docket Sheet**Docket Number: 690 WDA 2004****Page 3 of 5****April 27, 2004****Superior Court of Pennsylvania****Appellee Attorney Information:**

Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: Yes
 E-Mail Address:
 Receive E-Mail: No

Appellee Bressler, Patricia Jane Rishel

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellee Attorney Information:

Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

Appellee Bressler, Scott L

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellee Attorney Information:

Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

Appellee Bressler, Patricia J

Pro Se: Appoint Counsel Status:

IFP Status: No

Appellee Attorney Information:

Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 690 WDA 2004

Page 4 of 5

April 27, 2004



Attorney: Belin Jr., Carl A.
 Bar No.: 6805 Law Firm: Belin & Kubista
 Address: 15 N Front PO Box 1
 Clearfield, PA 16830
 Phone No.: (814)765-8972 Fax No.: (814)765-9893
 Receive Mail: No
 E-Mail Address:
 Receive E-Mail: No

FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
4/22/04	Notice of Appeal	60.00	60.00	2004SPRWD000508

TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas
 County: Clearfield Division: Civil
 Date of OrderAppealed From: April 14, 2004 Judicial District: 46
 Date Documents Received: April 27, 2004 Date Notice of Appeal Filed: April 22, 2004
 Order Type: Judgment Entered OTN:
 Judge: Reilly, Jr., John K. Lower Court Docket No.: 2002-95-CD
 Senior Judge

ORIGINAL RECORD CONTENTS

Original Record Item	Filed Date	Content/Description
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Date of Remand of Record:

BRIEFS

DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
April 27, 2004	Notice of Appeal Filed	Appellant	Bloom, Lanny
		Appellant	Bloom, Sylvan
		Appellant	Bloom, Gerald
April 27, 2004	Docketing Statement Exited (Civil)		Western District Filing Office

1:29 P.M.

Appeal Docket Sheet

Docket Number: 690 WDA 2004

Superior Court of Pennsylvania

Page 5 of 5

April 27, 2004





Superior Court of Pennsylvania

David A. Szewczak, Esq.
Prothonotary
Eleanor R. Valecko
Deputy Prothonotary

Western District

April 27, 2004

600 Grant Building
Pittsburgh, PA 15219
412-565-7592
www.superior.court.state.pa.us

Mr. William A. Shaw
Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: 690 WDA 2004

Lanny Bloom, Sylvan Bloom and Gerald Bloom, Appellants
v.

Mearle G. Bressler and Patricia Jane Rishel Bressler, Husband and Wife, and Scott L. Bressler, and Patricia J. Bressler, Husband and wife

Dear Mr. Shaw:

Enclosed please find a copy of the docket for the above appeal that was recently filed in the Superior Court. Kindly review the information on this docket and notify this office in writing if you believe any corrections are required.

Appellant's counsel is also being sent a Docketing Statement, pursuant to Pa.R.A.P. 3517, for completion and filing. Please note that Superior Court Dockets are available on the Internet at the Web site address printed at the top of this page. Thank you.

Very truly yours,

Eleanor R. Valecko
Deputy Prothonotary

BBC

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM :
and GERALD BLOOM :
-vs- : No. 02-95-CD
MEARLE G. BRESSLER and :
PATRICIA JANE RISHEL :
BRESSLER, husband and wife, :
and SCOTT L. BRESSLER and :
PATRICIA J. BRESSLER, :
husband and wife :
:

O R D E R

NOW, this 4th day of May, 2004, it is the ORDER
of this Court that counsel for Plaintiffs above named shall
file with this Court a concise statement of matters
complained of on appeal in accordance with Rule of
Appellate Procedure 1925(b).

BY THE COURT,



THE HONORABLE JOHN K. REILLY, JR.
Senior Judge, Specially Presiding

FILED

MAY 04 2004

William A. Shaw
Prothonotary

#34

FILED

0 3-3 144 400 Atty Cawley
5cc wcp Beloit

MAY 04 2004

Q
K60

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

CA
FILED

LANNY BLOOM, SYLVAN BLOOM : MAY 10 2004
and GERALD BLOOM
Plaintiffs

vs. : No. 2002-95-CD **William A. Shaw**
MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband
and wife,
Defendants :

MEARLE G. BRESSLER and PATRICIA
JANE RISHEL BRESSLER, Husband
and Wife; and SCOTT L. BRESSLER,
and PATRICIA J. BRESSLER, Husband
and wife,
Defendants :

STATEMENT OF MATTERS COMPLAINED OF ON APPEAL

AND NOW come the Appellants, Lanny Bloom, Sylvan Bloom and Gerald Bloom, who by and through their Appellate Counsel, John R. Carfley, Esquire, respond to the Order of the Lower Court dated May 4, 2004, and set forth a Statement of Matters Complained of on Appeal in accordance with Pennsylvania Rule of Appellate Procedure 1925(b) :

1. Appellant relies upon the concise statement of issues outlined in its Motion for Post Trial Relief, a true and correct copy of which is attached hereto as Exhibit A which motion was supported by a comprehensive Brief outlining the legal authority upon which Appellant based its argument. The Plaintiffs' Proposed Findings of Fact and Conclusions of Law with Supporting Brief are attached hereto as Exhibits B and C. Without limiting the generality of the foregoing, Appellant has further specified for the Appellate Court in its Docketing Statement the following issues which they believe were properly raised at trial, preserved in their Motion for Post Trial Relief and are now asserted as a basis for review in the Appellate Court:

#35

(a). Whether the Lower Court as a matter of law erred in finding that the Defendants' chain of title was superior to the Plaintiffs even though it was established through an invalid deed that was recorded after the entire parcel in dispute had already been conveyed to the Plaintiffs' predecessor in title through a valid legal transfer.

(b) Whether the Lower Court erred in refusing to find that the Defendants failure and/or refusal to have a title search done because the deeds were gifts between relatives fails to satisfy the "good faith" requirement necessary to establish "color of title"?

(c) Whether the Lower Court as a matter of law erred in finding that despite the Defendants failure to perform an adequate title search of the records pertaining to the parcel in dispute, their inferior chain of title allowed them to proceed under a theory of "color of title" and extend the area which they claimed under adverse possession from the specific area around their homestead where improvements were admittedly undertaken to the total acreage purportedly occupied by the Defendants through intermittent acts of possession?

(d) Whether the Lower Court as a matter of law erred in finding that Defendants entry on the property was based on "color of title" and was made under a bona fide and not pretended chain of title, when valid legal title actually existed in the Plaintiffs by virtue of their superior deeds and chain of title?

(e) Whether the Lower Court was correct in concluding that the establishment of the residence, lawn, garden, and other facilities near the homestead as well as the sporadic use of the

field on the uppermost area of the northern tract established actual possession of the entire northern tract?

(f) Whether the Lower Court was correct in holding that the Defendants possession of the parcel met with those standards necessary to establish a claim by adverse possession?

(g) Whether the Lower Court was correct in finding that the Plaintiffs' predecessor in title, Hugh Norris, was aware of the claim of the Defendants from 1950 and did nothing to cause a cessation of their claim based upon a letter admitted by the court after Norris' death and over the hearsay objection of appellants?

(h) Whether as a matter of law given the uncontradicted facts adduced at trial, Plaintiffs were entitled to judgment notwithstanding the verdict, since under Pennsylvania case law, Pennsylvania recording statutes and public policy, Defendants failed to make a good faith effort to discover the existing chain of title that conveyed superior legal title to the Plaintiffs which actions should preclude Defendants from claiming ownership under a theory of "color of title" as it pertains to their claim of ownership by adverse possession?

(i) Whether as a matter of law the Lower Court erred in failing to find that the Plaintiffs acquired and maintained superior legal record title to the entire premises when weighed against Defendants' occupancy by naked possession of only a portion of an area in the entire tract based upon entry pursuant to an admittedly inferior paper chain of title fraudulently created by the common grantor?

(j) Whether as a matter of law the Lower Court erred in

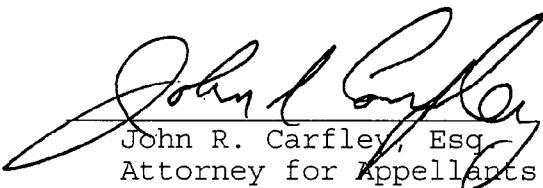
admitting a letter over Plaintiffs' objection, without foundation and as an exception to the hearsay rules, which letter was purportedly transmitted from Hugh Norris, Plaintiffs' predecessor in title, to Attorney David Ammerman and was admitted after that individual was deceased and unable to appear and present testimony pertinent to the document and/or be available for cross examination by Plaintiffs' counsel?

(k) Whether the verdict was manifestly against the weight of the evidence, in that the Defendants failed to establish their exclusive and open dominion over the entire northern tract particularly since their entry was not by "color of title" or made under a bona fide and not pretended chain of title?

(l) Whether the Lower Court erred in refusing to consider possible alternate interpretations of the contents of the letter from Hugh Norris to Attorney David Ammerman?

(m) Whether the Lower Court erred in finding that the remaining undeveloped portion of the tract consisted of fields, when the aerial photos admitted into evidence show that the majority of the parcel remains untouched woodlands and is therefore subject to different rules applicable to adverse possession of undeveloped and/or wooded property?

RESPECTFULLY SUBMITTED,



John R. Carfley, Esq.
Attorney for Appellants
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: May 10, 2004

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

LANNY BLOOM, SYLVAN BLOOM,
and GERALD BLOOM

Plaintiffs.

-VS-

No. 2002-95-CD

MEARLE G. BRESSLER and PATRICIA JANE RISHEL BRESSLER, Husband and Wife; and SCOTT L. BRESSLER and PATRICIA J. BRESSLER, Husband and Wife;

Action in Ejectment

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

Defendants.

DEC 05 2003

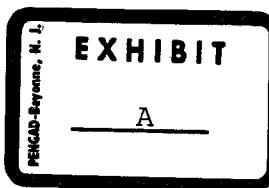
Aug. 1.

**PLAINTIFFS' POST-TRIAL MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT OR, IN THE
ALTERNATIVE, FOR A NEW TRIAL**

AND NOW, pursuant to Pa.R.C.P. 227.1, come the Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom, who by and through their attorney John R. Carfley, Esquire, move the Court for judgment notwithstanding the verdict in the above-captioned case or in the alternative, for a new trial, and in support avers the following:

L MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT

1. As a matter of law, the Court erred in finding that the Defendants' chain of title established through an invalid deed that was recorded after the entire parcel in dispute had already been conveyed to the Plaintiffs' predecessor in title through a legal transfer, constituted a good faith belief that the Defendants were acquiring legal title to the premises.
2. As a matter of law, the Court erred in finding that despite the Defendants failure to perform an adequate search of the records pertaining to the parcel in dispute, their inferior chain of title allowed them to proceed under a theory of "color of title" and extend the area for which they claim under adverse possession.
3. As a matter of law, the Court erred in finding that Defendants entry based on "color of title" was made under a bona fide and not pretended claim to title, which actually existed in the Plaintiffs.



4. The Court was incorrect in concluding that the establishment of the residence, lawn, garden and other nearby facilities as well as the sporadic use of the field on the northern area of the northern tract established actual possession of the entire northern tract.
5. The Court was incorrect in establishing that the Defendants possession of the parcel has been exclusive. In support thereof, Plaintiffs offer the following proposed findings of fact submitted to the Court following trial that were supported by the testimony but not relied upon by the Court in making its decision:
 - a. Defendants did not establish that the fences depicted in the aerial photos were built or erected by them.
 - b. The Plaintiffs have used the subject property to hunt continuously since they acquired title to the property in 1990.
 - c. The Plaintiffs have themselves retrieved hay and have given authority to others to take hay from the property for several years
6. The Court was incorrect in establishing that the Plaintiffs' predecessor in title, Hugh Norris, was aware of the claim of the Defendants from 1950 and did nothing to cease a cessation of their claim. In support thereof, Plaintiffs offer the following proposed findings of fact submitted to the Court following trial that were supported by the testimony but not relied upon by the Court in making its decision:
 - a. At some time subsequent to his purchase and as early as the mid-1960's, W. Hugh Norris moved to the West Coast, where he resided until his death early this year.
 - b. Mr. Norris never returned to Clearfield County following his move to the West Coast and had no contact or dealings with the Defendants.
 - c. While living in Washington state, Mr. Norris received several letters from David S. Ammerman, Esquire informing him of the Bresslers intention to mine the coal underneath the tract in dispute, however the letters do not at any time, mention the Bresslers intent to occupy the surface under any theory of adverse possession.
 - d. Mr. Norris never witnessed any improvements made to his property by the Defendants and had no legal standing to challenge any mining operations being performed on the property since his interest was

limited to the surface estate; the mineral estate having been reserved in a broad reservation of mining rights in the Plaintiffs' chain of title.

- e. Prior to the mining activities mentioned in the letters of Attorney Ammerman, the majority of the 56.46 acre tract was woodlands.
- f. Defendants did not establish that the fences depicted in the aerial photos were built or erected by them.
7. As a matter of law, given the uncontradicted facts adduced at trial, Plaintiffs are entitled to judgment notwithstanding the verdict, since under Pennsylvania case law, Pennsylvania recording statutes and public policy, Defendants failed to make a good faith effort to discover the existing chain of title that conveyed superior legal title to the Plaintiffs and thus should preclude Defendants from prevailing on the theory of "color of title" as it pertains to their claim of adverse possession.
8. As a matter of law, the Court erred in failing to find that the Plaintiffs acquired and maintained superior legal record title to the entire premises when juxtaposed to Defendants' naked possession of a finite area of the entire tract based upon entry pursuant to an admittedly inferior paper chain of title fraudulently created by the common grantor.
9. As a matter of law, the Court erred in admitting a letter without an exception to the hearsay rules, purportedly transmitted from Hugh Norris, Plaintiffs' predecessor in title, where that individual was deceased and unable to appear and present testimony pertinent to the document and/or be available for cross examination by Plaintiffs' counsel.
10. Plaintiffs reserve the right to file additional grounds supporting this motion after receipt, review and analysis of the entire trial transcript.

WHEREFORE, Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom, respectfully request that the Court enter judgment in their favor notwithstanding the prior verdict.

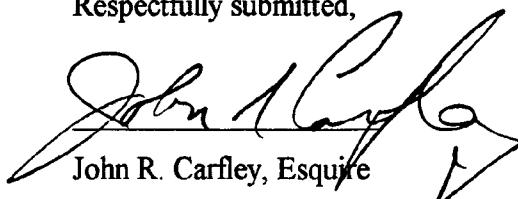
II. MOTION FOR NEW TRIAL

1. Plaintiffs incorporate paragraphs 1 through 10 of the preceding Motion for Judgment Notwithstanding the Verdict as though fully set forth at length within this Motion.

2. The verdict was manifestly against the weight of the evidence, in that the Defendants failed to establish their exclusive and open dominion over the entire northern tract and that their entry by "color of title" was made under a bona fide and not pretended claim to title.
3. The Court erred in admitting the letter of Hugh Norris to Attorney David Ammerman, in that it did not fall within any exception to the hearsay rule for an unavailable declarant.
4. The Court erred in refusing to consider possible alternate interpretations of the contents of the letter from Hugh Norris to Attorney David Ammerman.
5. The Court erred in refusing to find that the Defendants failure to have a title search done because the deeds were gifts between relatives does not satisfy the "good faith" requirement necessary to establish "color of title".
6. The Court erred in finding that the remaining undeveloped portion of the tract consisted of fields, when the aerial photos admitted into evidence show that the majority of the parcel remains untouched woodlands.
7. Plaintiffs reserve the right to file additional grounds supporting this motion after receipt, review and analysis of the entire trial transcript.

WHEREFORE, Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom requests that the Court grant a new trial.

Respectfully submitted,



John R. Carfley, Esquire
Attorney for the Plaintiffs

Dated: December 5, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

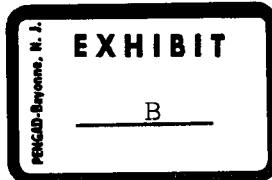
LANNY BLOOM, SYLVAN BLOOM, and GERALD BLOOM	*	
	*	
	Plaintiffs,	*
-vs-	*	No. 2002-95-CD
	*	
MEARLE G. BRESSLER and PATRICIA JANE RISHEL BRESSLER, Husband and Wife; and SCOTT L. BRESSLER and PATRICIA J. BRESSLER, Husband and Wife;	*	Action in Ejectment
	*	
	*	
	*	
	*	
	*	
	Defendants.	*

**PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW
WITH SUPPORTING BRIEF**

AND NOW COMES, the Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom, who by and through their attorney John R. Carfley, Esquire, file the foregoing Proposed Findings of Fact and Conclusions of Law and Supporting Brief:

I. PROPOSED FINDINGS OF FACT

1. The parcel of land subject to this litigation is a 56.46 acre tract situate in Pike Township, Clearfield County, Pennsylvania, being a portion of a larger tract of land described in detail in Deed Book 1445, Page 183.
2. The 56.46 acre tract is located entirely above the township road that runs through the full property outlined in Deed Book 1445, Page 183 and is accurately portrayed by the survey of Roy C. Kindig, marked in this proceeding as Plaintiffs' Exhibit "D".
3. The sole interest in dispute in the above-captioned case is the surface estate to the aforementioned 56.46 acre tract.
4. Plaintiffs' interest in the subject property derives from a chain of title set forth in detail as Plaintiffs' Exhibit "A".



5. Defendants' interest in the subject property derives from an inferior chain of title, recorded after the Plaintiffs' successor in title had executed, delivered and recorded a valid deed.
6. Defendants' interest in the subject property is set forth in a title abstract marked as Plaintiffs' Exhibit "B".
7. The validity of the competing chains of title, set forth in Exhibits "A" & "B", were stipulated to by Defendants at the time of trial.
8. Within the Plaintiffs' chain of title, stipulated to by the Defendants, exists a valid, executed deed dated July 2nd, 1943, from Frank G. Smith, et. al. to Perry Bowman, et. al., excepting and reserving Mr. Smith's rights to all coal, fire clay, oil, gas and all other minerals within the 56.46 acre tract in dispute.
9. Pursuant to the aforementioned stipulations and by virtue of their superior chain of title, the Plaintiffs' hold valid, legal, record title to the surface interest 56.46 acre tract subject to those exceptions and reservations herein referenced.
10. Plaintiffs' immediate successor in title was W. Hugh Norris, a career naval officer, who acquired the property in 1948 from Daniel J. Spingola, et. al., subsequent to the reservation of all mineral rights.
11. Following the transfer from Spingola to Norris, a number of deeds were exchanged in an attempt to clarify the extent of the conveyance, however, Norris never joined in any of these re-conveyances.
12. At some time subsequent to his purchase and as early as the mid-1960's, W. Hugh Norris moved to the West Coast, where he resided until his death early this year.
13. Prior to the Norris's acquisition of the property in 1949, the Defendants already owned a 6-acre tract of land below the township road.
14. In 1966, despite not having legal title to the property, Robert Rishel, et. al. executed a deed transferring 4 acres to the Defendants, the 4 acres being a portion of the 56.46 acre tract in dispute.
15. The Sr. Bresslers constructed a residence on the four acre tract and cultivated the area immediately adjacent to the home, however, all improvements made were limited to the area in the immediate proximity of the residence.

16. The Jr. Bresslers constructed a residence on a 2.87 acre tract within the full tract and cultivated the area immediately adjacent to the home, however, they have not maintained exclusive control over this land for the statutory requirement of at least 21 years.
17. Both the Sr. Bresslers and the Jr. Bresslers occupied the property not by color of title but by naked possession, which entitles them only to the small parcels they acquired, namely the 4 acre and 2.87 acre portions of the full tract, where they built residences, not the entire 56.46 acre tract.
18. Mr. Norris never returned to Clearfield County following his move to the West Coast and had no contact or dealings with the Defendants.
19. While living in Washington state, Mr. Norris received several letters from David S. Ammerman, Esquire informing him of the Bresslers intention to mine the coal underneath the tract in dispute, however the letters do not at any time, mention the Bresslers intent to occupy the surface under any theory of adverse possession.
20. Mr. Norris never witnessed any improvements made to his property by the Defendants and had no legal standing to challenge any mining operations being performed on the property since his interest was limited to the surface estate; the mineral estate having been reserved in a broad reservation of mining rights in the Plaintiffs' chain of title.
21. Prior to the mining activities mentioned in the letters of Attorney Ammerman, the majority of the 56.46 acre tract was woodlands.
22. Defendants did not establish that the fences depicted in the aerial photos were built or erected by them.
23. The Plaintiffs have used the subject property to hunt continuously since they acquired title to the property in 1990.
24. The Plaintiffs have themselves retrieved hay and have given authority to others to take hay from the property for several years

II. PROPOSED CONCLUSIONS OF LAW

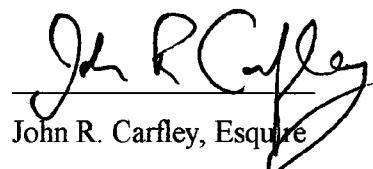
1. An action in ejectment is properly brought where a Plaintiff seeks to remove a Defendant in possession of the Plaintiff's land.

2. To establish a right to possession, the Plaintiff is required to prove "good title" through an abstract that identifies the land and its boundaries and the Plaintiff's superior chain of title.
3. A description of land is considered adequate if it contains metes and bounds, references to an adjoining or landmarks.
4. The Plaintiff in an action in ejectment must prove his case by a preponderance of the evidence.
5. Plaintiffs Lanny Bloom, Sylvan Bloom, and Gerald Bloom have established record legal title to the parcel of land in dispute by title abstract stipulated to by the Defendants.
6. Plaintiffs' action in ejectment has been established by a preponderance of the evidence shifting the burden to the Defendants to set forth their right to possession by some alternate theory.
7. To establish adverse possession, a claimant must prove actual, exclusive, visible, notorious, distinct and hostile possession of the land continuously for 21 years.
8. The burden is on the claimant to establish each element by credible, clear and definitive proof.
9. Actual possession requires dominion over the property and is not equivalent to occupancy.
10. A determination of what constitutes actual possession depends on the facts of each case and, to a great extent, on the character of the premises.
11. A claim of ownership must be evidenced by conduct sufficient to put a reasonable person on notice that the claimant is claiming the land as his own.
12. To establish adverse possession of undeveloped woodlands, the claimant must either erect a residence or enclose and cultivate the property.
13. The fact that the claimant paid taxes on the disputed property is not dispositive, and will not help the claim unless there is some evidence of continuous dominion over the property.
14. The mining of a parcel of land does not establish the requisite notice to a landowner that a claimant intends to claim title under a theory of adverse possession, since the surface owner cannot legally prevent a mineral owner from accessing his mineral rights.

15. "Distinct and exclusive" is met by possession that would characterize an owner's use.
16. "Visible and notorious" requires conduct sufficient to place a reasonable person on notice that his land is being held by the claimant as his own.
17. While the word "hostile" has been held not to mean ill will or hostility, it does imply the intent to hold title against the record titleholder.
18. When the possession of the land is permissive, there is no hostile nexus and thus no adverse possession.
19. A mineral estate alone may not be acquired by adverse possession.
20. Color of title is the appearance of title in one who, in good faith, believes he has title but actually does not.
21. An entry is by "color of title" when it is made under bona fide and not pretended claim to title which actually exists in another.
22. Under color of title, good title ultimately acquired by adverse possession is co-extensive with the boundaries designated in the evidence of apparent title, even though only a part of the tract is actually occupied, whereas the ultimate good title based only on possession without color of title includes only so much of the property as the possessor actually occupied.
23. A bona fide purchaser for value is one who without notice of another's claim of right to or equity in property prior to his acquisition of title, has paid the vendor a valuable consideration.
24. A good faith purchaser is one who buys without notice of circumstances, which would put a person of ordinary prudence on inquiry as to the title or as to an impediment on the title of a seller.
25. It is the duty of the purchaser to make inquiry of anyone in possession, and the purchaser is charged with constructive notice of such facts as would have come to his knowledge if he had properly discharged his duty.
26. Under Pennsylvania law, there are two types of notice as to a prior conveyance: actual notice, which means express or direct notice, and constructive notice, which means assumed or implied notice.

27. Actual notice to be effective must have been received by the party to be charged with it, otherwise it is considered as mere vague rumor and not sufficient.
28. Constructive notice is not easily defined and depends upon the "infinitely varied circumstances of the case." A familiar example of constructive notice arises from the possession of the land about to be conveyed. Actual possession by a prior purchaser at the time a second purchaser takes a deed from the owner of record if the actual possession is open, notorious, distinct and unequivocal, is ordinarily sufficient notice to the second purchaser of the first purchaser's title.
29. It is the duty of the purchaser to make inquiry of anyone in possession, and the purchaser is charged with constructive notice of such facts as would have come to his knowledge if he had properly discharged his duty.
30. The recording of a deed gives notice of its existence to the world. It is made constructive notice by statute and when a recording act provides that an instrument recorded in accordance with the terms of the act shall be constructive notice, it means that from the mere recording everyone is assumed to have notice of its existence, although in fact, no one would know of its existence unless he were present at the execution or delivery of the deed or had examined the record.
31. The record of a deed is notice of its contents, as well as of its existence, to those who are bound to search for it.
32. A purchaser of land is bound by the actions of his agent (i.e. his/her attorney) who provides an opinion of title and is therefore charged with actual and/or constructive notice of all documents filed of record in the County offices where the property is located, including in this case the existence of the inferior chain of title by which he must necessarily claim.

Respectfully submitted,


John R. Carfley, Esquire

Dated: October 9, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

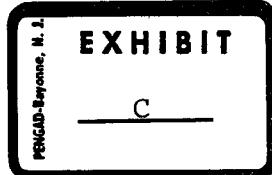
LANNY BLOOM, SYLVAN BLOOM, and GERALD BLOOM	*	
	*	
	Plaintiffs,	*
-vs-	*	No. 2002-95-CD
	*	
MEARLE G. BRESSLER and PATRICIA JANE RISHEL BRESSLER, Husband and Wife; and SCOTT L. BRESSLER and PATRICIA J. BRESSLER, Husband and Wife;	*	Action in Ejectment
	*	
	*	
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	*	
	*	
	*	
	*	
	Defendants.	*

PLAINTIFFS' BRIEF

I. FACTUAL STATEMENT OF THE CASE

Lanny Bloom, Sylvan Bloom, and Gerald Bloom (hereafter referred to as "Blooms") filed an Action in Ejectment to the above-caption for land situate in Pike Township, Clearfield County against Mearle Bressler and Patricia Jane Rishel Bressler, husband and wife (hereafter "Sr. Bresslers") and Scott Bressler and Patricia J. Bressler, husband and wife (hereafter "Jr. Bresslers" and collectively with "Sr. Bresslers" referred to as "Bresslers"). The land involved in the action is the surface interest to a 56.46 acre tract set forth in a survey completed by Roy C. Kindig, said survey being marked at trial as Plaintiffs' Exhibit "D".

Plaintiffs acquired title to the surface interest of the parcel in dispute by virtue of their deed from W. Hugh Norris and Grace Norris (hereafter "Norris") dated the 20th day of August, 1990, which deed was entered for record in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1445, Page 182. Norris acquired these same properties by deed of Daniel J. Spingola, et. ux. Dated the 11th day of August, 1948, said deed also being recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book 393, Page 205. The mineral interest in the aforementioned tract was previously excepted and reserved in the chain of title and the Blooms concede that they



have no ownership interest in that particular estate. The entire chain of title, for which the Blooms claim their interest in the property, has been set forth in detail in Plaintiffs' Exhibit "A" and has been stipulated to by the Defendants.

A number of deeds were exchanged subsequent to the transfer to Norris, purportedly in an attempt to clarify the extent of the conveyance from Spingola to Norris, however, Norris never joined in any of the re-conveyances rendering the subsequent deeds defective and void ab initio. The Bresslers now claim title to the surface of the tract based upon colorable title and by virtue of alleged adverse possession of the premises over a period in excess of twenty-one years. The Bresslers' interest in the subject property derives from an inferior chain of title, recorded after the Blooms' successor in title had executed, delivered and recorded a valid deed. The Bresslers' chain of title has likewise been set forth in detail as Plaintiffs' Exhibit "B" and has also been stipulated to by the Defendants.

On September 10th, 2003, a non-jury trial was held before this Honorable Court and upon the conclusion of testimony, an Order was entered requested Proposed Findings of Fact and Conclusions of Law and Supporting Briefs from the parties within 30 days. The foregoing brief and attached findings are respectfully submitted pursuant to said Order.

II. ARGUMENT

An action in ejectment is properly brought, where a Plaintiff seeks to remove a Defendant in possession of the Plaintiff's land and the basis issue, required to be established is the Plaintiff's right to possession. Vlachos v. Witherow, 118 A.2d 174, 383 Pa. 174 (1955). To establish a right to possession, the Plaintiff is required to prove "good title" through an abstract that identifies the land and its boundaries and the Plaintiff's superior chain of title. Golden v. Ross, 186 A. 249, 122 Pa.Super. 234 (1936). A description of land is considered adequate if it contains metes and bounds, references to an adjoining or landmarks. Jedlicka v. Klemmer, 677 A.2d 1232, 450 Pa.Super. (1996). The Plaintiff in an action in ejectment must prove his case by a preponderance of the evidence. Hallman v. Turns, 482 A.2d 1284, 334 Pa.Super. 184 (1984).

In the case at bar, Plaintiffs' have established record legal title to the parcel of land by presenting a full title abstract of the parcel that was stipulated to by the Defendants. The title abstract clearly establishes that the Plaintiffs' chain of title is superior to the one offered by the Defendants and that all deeds within the chain were properly executed and recorded. In fact, the Defendants do not dispute the Plaintiffs' claim that they hold superior "paper" title to the property in dispute. As such, the Blooms have successfully carried their burden of proving their right to possession and should succeed on their action in ejectment, barring the Defendants ability to prove their right to possession under some alternate theory.

The Bresslers attempt to challenge the ejectment action by forwarding a claim of adverse possession to the 56-acre tract, based on the theory of color of title supported by a deed and chain of title that were undisputedly recorded following that of the Plaintiffs. Despite the earlier recording by the Plaintiffs and its obvious appearance in the Clearfield County records, the Defendants insist that they had a good faith belief that deed they received was a valid conveyance of the property entitling them to advance their claim of adverse possession under the aforementioned theory of color of title and not merely naked possession. However, well established Pennsylvania law as well as long standing definitions of the relevant concepts do not support this proposition and in fact mandates that the original purchaser be protected.

To establish adverse possession, a claimant must prove actual, exclusive, visible, notorious, distinct and hostile possession of the land continuously for 21 years. Conneaut Lake Park, Inc. v. Klingensmith, 66 A.2d 828, 362 Pa. 592 (1949). The burden is on the claimant to establish each element by credible, clear and definitive proof. Stevenson v. Stein, 195 A.2d 268, 412 Pa. 478 (1963). Actual possession requires dominion over the property and is not equivalent to occupancy. Smith v. Peterman, 397 A.2d 793, 263 Pa.Super. 155 (1978). A determination of what constitutes actual possession depends on the facts of each case and, to a great extent, on the character of the premises. Niles v. Fall Creek Hunting Club, Inc., 545 A.2d 926, 376 Pa.Super. 260 (1988). A claim of ownership must be evidenced by conduct sufficient to put a reasonable person on notice that the claimant is claiming the land as his own. Glenn v. Shuey, 595 A.2d 606, 407 Pa.Super. 213 (1991).

In the present case, testimony established that the Blooms' immediate successor in title W. Hugh Norris was a career naval officer, who at some time in the early to mid-1960's moved to the west coast and never returned to Clearfield County. Testimony also established that in 1949, the Sr. Bresslers acquired a 6-acre tract just below the township road and bordering the parcel in dispute. Furthermore, in 1966, despite lacking legal title to the property, Robert Rishel executed a deed transferring a four-acre plot from the parcel in dispute to the Sr. Bresslers. Upon this tract, the Sr. Bresslers constructed a residence and cultivated the area immediately adjacent to the home.

However, all of the improvements made by the Bresslers were limited to the area in the general vicinity of the new residence. Keeping in mind that W. Hugh Norris, never returned to Clearfield County, it is impossible to state that he was aware of the Bresslers open presence on what was legally his property. In viewing the survey map in combination with the various photos admitted into evidence, it is also apparent that the area where the Bresslers built their new residence was in close proximity to the six-acre tract that they owned prior to Mr. Norris acquiring title to the full 56.46 acres. It is feasible that even if Mr. Norris was made aware of the Bresslers building the home in that area, he was under the belief that the area where construction was being completed was owned by the Bresslers from the previous conveyance and not part of his tract.

The Defendants offered many photographs into evidence in an attempt to establish their dominion over the entire property, but all of photos are limited to the general homestead area and the improvements made in close proximity to the home. Several letters from Attorney David S. Ammerman to Mr. Norris were also admitted to attempt to prove Norris's knowledge that the Bresslers were present on his entire tract, however these letters are limited to discussion about the Bresslers' intention to mine the property, something that Mr. Norris could not control since his interest in the property was limited to the surface rights. The mining of a parcel of land cannot establish the requisite notice to a landowner that a claimant intends to claim title under a theory of adverse possession, since the surface owner cannot legally prevent a mineral owner from accessing his mineral rights.

In further support of their claim, the Bresslers rely heavily on the fact that they paid assessment taxes on the parcel in dispute. However, the fact that the claimant paid taxes

on the disputed property is not dispositive, and will not help the claim unless there is some evidence of continuous dominion over the property. Flickinger v. Huston, 435 A.2d 190, 291 Pa.Super. 4 (1981). In addition, the Bresslers failed to establish that the fences erected around certain parts of the property were placed there by them and testimony also established that prior to any mining activity the majority of the tract in dispute was woodlands. Under Pennsylvania law, to establish adverse possession of undeveloped woodlands, the claimant must either erect a residence or enclose and cultivate the property. Bride v. Robwood Lodge, 713 A.2d 109 (Pa.Super. 1998). Given these circumstances, it is impossible to show that the requisite notice was provided to the legal owner by the Bresslers or that their presence was open and hostile, at least to the area not included in their homestead. While the word "hostile" has been held not to mean ill will or hostility, it does imply the intent to hold title against the record titleholder. Vlachos, *supra*. In the case at bar, the Bresslers presence was not hostile, rather it is likely that the true record owner either was not aware of their encroachment or had an honest belief that the area where the Defendants were building was already owned by them. When the possession of the land is permissive, there is no hostile nexus and thus no adverse possession. Lehmann v. Keller, 684 A.2d 618, 454 Pa.Super. 42 (1996).

However, even assuming that the Bresslers presence has satisfied all of the requirements to prove adverse possession, they should be limited to the area which they have improved and cultivated, since they lack color of title to the entire tract.

Color of title is the appearance of title in one who, **in good faith**, believes he has title but actually does not. Ladner on Conveyancing at section 2.03. It has been said to differ from mere naked possession only in the state of mind of the holder. Dice v. Reese, 342 Pa. 379 (1941). An entry is by "color of title" when it is **made under bona fide and not pretended claim to title** which actually exists in another. Arcadia Co., Inc. v. Peles, 576 A.2d 1114 (Pa.Super. 1990). While it is true in a sense that neither naked possession nor color of title has actual title, the difference is that one knows it and the other does not. Under color of title, good title ultimately acquired by adverse possession would be co-extensive with the boundaries designated in the evidence of apparent title, even though only a part of the tract is actually occupied, whereas the ultimate good title based only on possession without color of title will include only so much of the property as the

possessor actually occupied. Philadelphia Electric Co. v. Philadelphia, 303 Pa. 422 (1931).

The key, however, is in the definitions of "bona fide" and "good faith". According to Black's Law Dictionary, a bona fide purchaser for value is one who without notice of another's claim of right to or equity in property prior to his acquisition of title, has paid the vendor a valuable consideration. Snuffen v. Mayo, 6 Wash. Appellate 525, 494 Pac.2.d 497. In addition, Black's defines a good faith purchaser is one who buys without notice of circumstances, which would put a person of ordinary prudence on inquiry as to the title or as to an impediment on the title of a seller.

Under Pennsylvania law, there are two types of notice as to a prior conveyance: actual notice, which means express or direct notice, and constructive notice, which means assumed or implied notice. Actual notice to be effective must have been received by the party to be charged with it, otherwise it is considered as mere vague rumor and not sufficient. Yaukey v. Forney, 231 Pa. 371, 374 (1911). On the other hand, constructive notice is not easily defined and depends upon the "infinitely varied circumstances of the case." Long John Silver's, Inc. v. Fiore, 386 A.2d 569 (Pa.Super. 1978). A familiar example of constructive notice arises from the possession of the land about to be conveyed. Actual possession by a prior purchaser at the time a second purchaser takes a deed from the owner of record if the actual possession is open, notorious, distinct and unequivocal, is ordinarily sufficient notice to the second purchaser of the first purchaser's title. Smith v. Miller, 296 Pa.340 (1929). It is the duty of the purchaser to make inquiry of anyone in possession, and the purchaser is charged with constructive notice of such facts as would have come to his knowledge if he had properly discharged his duty. Lazurus v. Lehigh & Wilkes-Barre Coal Co., 246 Pa. 178 (1914).

The recording of a deed gives notice of its existence to the world. It is made constructive notice by statute. When a recording act provides that an instrument recorded in accordance with the terms of the act shall be constructive notice, **it means that from the mere recording everyone is assumed to have notice of its existence**, although in fact, no one would know of its existence unless he were present at the execution or delivery of the deed or had examined the record. The record of a deed is notice of its

contents, as well as of its existence, to those who are bound to search for it.
Conveyancing in Pennsylvania, Ladner, section 18.03.

Clearly, from the definitions of "color of title", "bona fide purchaser", and "good faith" whether the Defendants had constructive notice is relevant to their alleged good faith belief that the conveyance they received was legal. The Defendants cannot turn a blind eye to the clearly documented records of Clearfield County and then attempt to hide behind the mantle of a bona fide purchaser who acted in good faith, when they purchased the property. The long established definitions to those concepts simply do not warrant or accept the veracity of such an argument nor allow such a standard to be developed. For the Court to rule otherwise would be to stand the law of conveyancing on its head for all future transactions in Clearfield County and open the doors to a potential flood of fraudulent claims and conveyances.

If a full title search would have been properly performed prior to the transfer, it would have provided clear notice that the surface interest was previously transferred by the grantors. Evidence establishes that the same law firm that is representing the Defendants at this trial, certified title at the time of the transfer. It cannot be said that the Bresslers have a bona fide claim when the prior deed was recorded putting the world on notice of Norris' interest. A purchaser of land is bound by the actions of his agent (i.e. his/her attorney) who provides an opinion of title and is therefore charged with actual and/or constructive notice of all documents filed of record in the County offices where the property is located, including in this case the existence of the inferior chain of title by which he must necessarily claim.

It should also be noted that this situation does not involve a splitting of large tract into smaller tracts that have not been surveyed and cause confusion as to the exact boundaries of the new parcels. Under those circumstances, it could be said that a "good faith" belief existed that the buyer was purchasing the land under an invalid deed. In the present case, the description of the property received by the Defendants under the invalid deed is exact to that of the deed recorded earlier by Norris. The Blooms should not be penalized for the error or oversight of the Defendants' attorney who incorrectly certified title to a property that had previously been conveyed.

To allow, the Bresslers to argue that an individual could after conveying the entire tract of land to a bona fide purchaser, then create a second chain of title by simply redrafting a deed excepting and reserving a portion of the property from that deed and reconveying the property without the joinder of the original grantee is simply ludicrous. Likewise, for the defendants to argue that a grantee is protected merely because the bank allowed a mortgage to be placed on the property based upon the erroneous certification title by the grantees counsel is equally absurd and flies in the face of all logic in the art of conveyancing.

To allow the Defendants to proceed under a theory of color of title when they failed to make a good faith inquiry into the status of the title of the land, opens the door to fraud and renders the need to search the local recordings useless. Truly, nothing would prevent an individual from accepting a fraudulent deed to any area of land they could occupy and merely claiming ignorance if ever called on their right in title.

Color of title cannot be claimed in this instance, since anyone who performed the necessary search would have found the earlier deed and couldn't at that point have a bona fide, good faith belief that they were actually acquiring the surface rights. While the lack of color of title would have little effect on the merits of a claim of adverse possession, it would limit the amount of area that the adverse possession would encumber. Only that area that is occupied or cultivated may be claimed without the presence of color of title. Arcadia, supra. In the case at bar, this would limit the Defendants to claiming only the house and four acre tract that they have openly cultivated.

Respectfully submitted,

John R. Carfley, Esquire

Dated: October 9, 2003

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William A. Shaw
Prothonotary