

03-926-CD  
RISHEL ENTERPRISES, INC. vs. DAVID B. SNYDER

Date: 07/31/2006

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 02:17 PM

ROA Report

Page 1 of 3

Case: 2003-00926-CD

Current Judge: Paul E. Cherry

Rishel Enterprises, Inc. vs. David B. Snyder, James R. Swatsworth, Swatsworth Logging Co.

Civil Other

Date		Judge
06/24/2003	Filing: Civil Complaint Paid by: James Naddeo, Esq. Receipt number: 1861988 Dated: 06/24/2003 Amount: \$85.00 (Check) 1 CC to Shff.	No Judge
08/08/2003	Sheriff Returns; Now July 16, 2003 Served complaint on Defendant. Shff. Hawkins \$28.20, Surcharge \$10, Jeff. Co. Shff. \$57.20, Paid by Atty.	No Judge
08/22/2003	Answer To Complaint And Counterclaim. filed by s/S. Casey Bowers, Esq. Verification s/David B. Snyder Certificate of Service 4 cc Atty Bowers	No Judge
	Complaint To Join Additional Defendant. filed by s/S. Casey Bowers, Esq. Verification s/David B. Snyder Certificate of Service 4 cc Atty Bowers	No Judge
09/05/2003	Answer To Complaint To Join Additional Defendant. filed by s/Chris A. Pentz, Esq. Certificate of Service 2 cc Atty Pentz	No Judge
	Answer To Counterclaim. filed by s/James A. Naddeo, Esquire Verification s/Kenneth Rishel Certificate of Service 1 cc Atty Naddeo	No Judge
09/26/2003	Sheriff Returns: Now Aug. 29, 2003 served complaint on Defendant at residence. Shff. Hawkins \$22.69 Surcharge \$10.00 Paid by Atty.	No Judge
10/01/2003	Certificate of Service of Notice of Taking Deposition of James R. Swatsworth filed by Atty. Naddeo.	No Judge
	Certificate of Service of Notice of Taking Deposition of David B. Snyder. No cc.	No Judge
10/06/2003	Notice of Service of Interrogatories Directed to Plaintiff and Request for Production of Documents filed by Atty. Naddeo 1 CC to Atty.	No Judge
10/08/2003	Praecipe to Amend Caption with Consent. filed. 1 Cert. to Atty.	No Judge
11/04/2003	Certificate of Service of Plff. Answers to Defendant Snyder's Interrogatories. No CC .	No Judge
11/17/2003	Praecipe To List For Trial. filed by, s/James A. Naddeo, Esquire Certificate of Service 1 cc to Atty Copy to CA	No Judge
01/08/2004	ORDER, NOW, this 6th day of January, 2004, re: CA to remove case from the Civil Jury Trial List and transfer same to the Civil Non-Jury Trial List. by the Court, s/PEC, J. 1 cc Atty Naddeo, S. Bowers, and Pentz	Paul E. Cherry
01/26/2004	ORDER, AND NOW, this 23rd day of January, 2004, re: Discovery deadline for all Answers to written Discovery and/or Depositions shall be no later than March 22, 2004. Non-Jury Trial scheduled for April, 22 and 23, 2004, at 9:00 a.m. Motions shall be filed no later than 30 days prior to commencement of trial. Parties shall mark all Exhibits for trial in advance of trial to speed introduction of Exhibits. by the Court, s/PEC,J. 1 cc Atty Naddeo, Bowers, and Pentz	Paul E. Cherry
01/28/2004	Amended Order: AND NOW, this 28th day of January, 2004 folowing Pre-Trial Conference, it is the Order of this Court: S/PEC 1 CC to Attys Naddeo, Bowers, Pentz.	Paul E. Cherry
04/21/2004	ORDER, AND NOW, this 21st day of April, 2004, re: Parties to provide this Court with an executed Settlement Agreement within 10 days of this date. by the Court, s/PEC, J. 1 cc Attys Naddeo, Bowers, Pentz	Paul E. Cherry
09/20/2004	Motion to Enforce Settlement, filed on behalf of David B. Snyder, by s/S. Casey Bowers, Esq. One CC Attorney Bowers	Paul E. Cherry
09/23/2004	Order AND NOW, this 22nd day of Sept. 2004, upon consideration of Motion to Enforce Settlement that a rule is entered upon Plff. to show cause why the Motion should not be granted. Rule Returnable for hearing Nov. 15, 2004. S/PEC 1 CC to Atty. Bowers.	Paul E. Cherry

Date: 07/31/2006

**Clearfield County Court of Common Pleas**

User: BHUDSON

Time: 02:17 PM

ROA Report

Page 2 of 3

Case: 2003-00926-CD

Current Judge: Paul E. Cherry

Rishel Enterprises, Inc. vs. David B. Snyder, James R. Swatsworth, Swatsworth Logging Co.

Civil Other

Date		Judge
10/15/2004	Answer To Motion to Enforce Settlement, filed on behalf of: Plaintiff, by s/ James A. Naddeo, Esq. 1CC Atty. Certificate of Service, Oct. 15th, 2004 upon S. Casey Bowers, Esq.	Paul E. Cherry
06/09/2005	Petition To Enforce Settlement And For Attorney's Fees Against Rishel Enterprises, Inc., filed by s/ S. Casey Bowers, Esquire. 1CC Atty Bowers	Paul E. Cherry
06/10/2005	Order, And Now, this 10th day of June, 2005, upon consideration of the foregoing petition, it is hereby ordered that: (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers	Paul E. Cherry
06/16/2005	Certificate of Service, copy of Order dated June 10, 2005 , served upon James A. Naddeo, Esquire, and Chris A. Pentz, Esquire. No CC	Paul E. Cherry
06/30/2005	Answer To Petition To Enforce Settlement, filed by s/ James A. Naddeo, Esquire. 3CC Atty Naddeo	Paul E. Cherry
11/07/2005	Praeipce for Argument filed. By s/ S. Casey Bowers, Esquire. 1CC Atty. Bowers	Paul E. Cherry
11/08/2005	Order of Court AND NOW, this 7th day of November 2005, upon consideration of Plaintiff's Petition to Enforce Settlement and for Attorney's Fees Against Rishel Enterprises Inc., IT IS HEREBY ORDERED AND DECREED that argument is scheduled for the 12th day of December 2005 at 11:30 a.m. in Courtroom No. 2. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers.	Paul E. Cherry
01/18/2006	Order, NOW, this 17th day of Jan., 2006, upon consideration of the Petition to Enforce Settlement and following argument held, it is the Order of this Court that Defendant's Petition to Enforce Settlement shall be and is hereby Dismissed. It is the further Order of this Court that Defendant Snyder shall forthwith release the escrow monies to Plaintiff. It is the further Order of this Court that Def. Snyder's request for attorney fees shall be and are hereby Denied. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz.	Paul E. Cherry
02/14/2006	Filing: Appeal to High Court Paid by: Bowers, S. Casey (attorney for Snyder, David B.) Receipt number: 1912477 Dated: 02/14/2006 Amount: \$45.00 (Check)	Paul E. Cherry
	Notice of Appeal, to Superior Court, filed by s/ S. Casey Bowers, Esquire. 1CC & 60.00 check to Superior Court	Paul E. Cherry
02/22/2006	Order, NOW, this 22nd day of Feb., 2006, Ordered that Appellant file a concise statement of the matters complained of on Appeal no later than 14 days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz	Paul E. Cherry
02/23/2006	Appeal Docket Sheet, 363 WDA 2006, filed. No CC	Paul E. Cherry
03/03/2006	Concise Statement of Matters Complained of on Appeal, filed by s/S. Casey Bowers, Esquire. 1CC Atty. Bowers	Paul E. Cherry
03/13/2006	Original Transcript of Proceedings, had in open court on Dec. 12, 2005 before The Honorable Paul E. Cherry, Judge, filed.	Paul E. Cherry
→04/12/2006	Order, Certified from the Record: Appellant Snyder's April 3, 2006 "motion to discontinue" is Granted such that the instant appeal is Discontinued. Jurisdiction of this court is Relinquished. Per Curiam, Superior Court of Penna. No CC, copy to Judge Cherry	Paul E. Cherry
04/24/2006	Motion For Reconsideration, filed by s/ S. Casey Bowers, Esquire. 1CC Atty. Hanak	Paul E. Cherry

## Civil Other

Date		Judge
04/25/2006	Answer to Motion for Reconsideration, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.	Paul E. Cherry
04/27/2006	Order, NOW, this 27th day of April, 2006, upon consideration of Defendant's Motion for Reconsideration, Evidentiary hearing on all matters raised in the plaintiff's Petition to Enforce Settlement and Plaintiff's Answer thereto, is scheduled to be held on the 15th day of May, 2006, in Courtroom no. 1 at 10:00 a.m. By The Court, /s/ Paul E. Cherry, Judge. 1CC Atty. Bowers	Paul E. Cherry
05/08/2006	Motion For Continuance, filed by s/ James A. Naddeo, Esquire. 2CC Atty. Naddeo  Order, NOW, this 8th day of May, 2006, upon consideration of the Motion of James A. Naddeo, it is the Order of this Court that the Evidentiary Hearing scheduled for May 15, 2006, be continued until the 4th day of August, 2006 at 1 30 p.m. By The Court, /s/ Paul E. Cherry, Judge. 2CC Atty. Naddeo	Paul E. Cherry
05/09/2006	Certificate of Service, filed. That a true and correct copy of Motion and Order for Continuance filed in the above-captioned action was served on S. Casey Bowers Esq and Chris A. Pentz Esq on the 9th day of May 2006 filed by s/ James A. Naddeo Esq. 2CC Atty.	Paul E. Cherry
07/27/2006	Consent Order, dated July 27, 2006 The parties, through their respective counsel, hereby consent to the relief sought by Defendant in his Motion for Reconsideration now pending before this Court. Hearing on all matters raised in Defendant's Petition to Enforce Judgment shall be held on the 11th day of September 2006 at 9:00 a.m. in Courtroom No. 2, Clearfield County Courthouse, Clearfield PA. signed by s/ S. Casey Bowers Esq., s/ James A. Naddeo Esq., and s/ Chris Pentz Esq., BY THE COURT: /s/ Paul E. Cherry, Judge. 4CC Atty Bowers (will serve)	Paul E. Cherry



**Appeal Docket Sheet**

**Superior Court of Pennsylvania**

**Docket Number: 363 WDA 2006**

**Page 1 of 3**

**February 21, 2006**



Rishel Enterprises, Inc.

V.

David B. Snyder, Appellant

V.

James R. Swatsworth, t/d/b/a Swatsworth Logging Co.

03-926-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: February 17, 2006

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType: Assumpsit

Consolidated Docket Nos.:

Related Docket Nos.:

**SCHEDULED EVENT**

Next Event Type: Receive Docketing Statement

Next Event Due Date: March 7, 2006

Next Event Type: Original Record Received

Next Event Due Date: March 29, 2006

**FILED** <sup>NO</sup> <sup>CC</sup>  
m/2:02/21  
FEB 23 2006 (6K)

William A. Shaw  
Prothonotary/Clerk of Courts

## Appeal Docket Sheet

Docket Number: 363 WDA 2006

Page 2 of 3

February 21, 2006

Superior Court of Pennsylvania



## COUNSEL INFORMATION

**Appellant** Snyder, David B.

Pro Se: Appoint Counsel Status:

IFP Status: No

**Appellant Attorney Information:**

Attorney: Bowers, Stephen Casey

Bar No.: 89032

Law Firm: Hanak, Guido &amp; Taladay

Address: 498 Jeffers Street

PO Box 487

DuBois, PA 15801

Phone No.: (814)371-7768

Fax No.: (814)371-1974

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

**Appellee** Rishel Enterprises, Inc.

Pro Se: Appoint Counsel Status:

IFP Status:

**Appellee Attorney Information:**

Attorney: Naddeo, James A.

Bar No.: 6820

Law Firm: Naddeo, James A., Law Office of

Address: 207 East Market Street

PO Box 552

Clearfield, PA 16830

Phone No.: (814)765-1601

Fax No.: (814)765-8142

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

**Appellee** Swatsworth, James R.

Pro Se: Appoint Counsel Status:

IFP Status:

**Appellee Attorney Information:**

Attorney: Pentz, Chris A.

Bar No.: 39232

Law Firm: Clearfield County Public Defender's Office

Address: 207 E Market Street

Clearfield, PA 16830-2424

Phone No.: (814)765-4000

Fax No.: (814)765-8142

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

## FEE INFORMATION

## Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 363 WDA 2006

Page 3 of 3

February 21, 2006



Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
2/17/06	Notice of Appeal	60.00	60.00	2006SPRWD000239

## TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas

County: Clearfield

Division: Civil

Date of Order Appealed From: January 17, 2006

Judicial District: 46

Date Documents Received: February 17, 2006

Date Notice of Appeal Filed: February 14, 2006

Order Type: Order Entered

OTN:

Judge: Cherry, Paul E.  
Judge

Lower Court Docket No.: No. 03-926-C.D.

## 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
February 17, 2006	Notice of Appeal Filed	Appellant	Snyder, David B.
February 21, 2006	Docketing Statement Exited (Civil)		Western District Filing Office

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

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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:

**03-926-CD**

**Rishel Enterprises, Inc.**

**Vs.**

**David B. Snyder, an individual**

**Vs.**

**James R. Swatsworth, t/d/b/a Swatsworth Logging Co., Additional Defendant**

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

The documents comprising the record have been numbered from **No. 1 to No. \_\_\_\_\_**, 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 comprising the document.

The date on which the record had been transmitted to the Appellate Court is \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Prothonotary/Clerk of Courts

(seal)

## Civil Other

Date		Judge
06/24/2003	Filing: Civil Complaint Paid by: James Naddeo, Esq. Receipt number: 1861988 Dated: 06/24/2003 Amount: \$85.00 (Check) 1 CC to Shff.	No Judge
08/08/2003	Sheriff Returns; Now July 16, 2003 Served complaint on Defendant. Shff. Hawkins \$28.20, Surcharge \$10, Jeff. Co. Shff. \$57.20, Paid by Atty.	No Judge
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	Answer To Counterclaim. filed by s/James A. Naddeo, Esquire Verification s/Kenneth Rishel Certificate of Service 1 cc Atty Naddeo	No Judge
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11/04/2003	Certificate of Service of Plff. Answers to Defendant Snyder's Interrogatories. No CC .	No Judge
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01/08/2004	ORDER, NOW, this 6th day of January, 2004, re: CA to remove case from the Civil Jury Trial List and transfer same to the Civil Non-Jury Trial List. by the Court, s/PEC, J. 1 cc Atty Naddeo, S. Bowers, and Pentz	Paul E. Cherry
01/26/2004	ORDER, AND NOW, this 23rd day of January, 2004, re: Discovery deadline for all Answers to written Discovery and/or Depositions shall be no later than March 22, 2004. Non-Jury Trial scheduled for April, 22 and 23, 2004, at 9:00 a.m. Motions shall be filed no later than 30 days prior to commencement of trial. Parties shall mark all Exhibits for trial in advance of trial to speed introduction of Exhibits. by the Court, s/PEC,J. 1 cc Atty Naddeo, Bowers, and Pentz	Paul E. Cherry
01/28/2004	Amended Order: AND NOW, this 28th day of January, 2004 folowing Pre-Trial Conference, it is the Order of this Court: S/PEC 1 CC to Attys Naddeo, Bowers, Pentz.	Paul E. Cherry
04/21/2004	ORDER, AND NOW, this 21st day of April, 2004, re: Parties to provide this Court with an executed Settlement Agreement within 10 days of this date. by the Court, s/PEC, J. 1 cc Attys Naddeo, Bowers, Pentz	Paul E. Cherry
09/20/2004	Motion to Enforce Settlement, filed on behalf of David B. Snyder, by s/S. Casey Bowers, Esq. One CC Attorney Bowers	Paul E. Cherry
09/23/2004	Order AND NOW, this 22nd day of Sept. 2004, upon consideration of Motion to Enforce Settlement that a rule is entered upon Plff. to show cause why the Motion should not be granted. Rule Returnable for hearing Nov. 15, 2004. S/PEC 1 CC to Atty. Bowers.	Paul E. Cherry
10/15/2004	Answer To Motion to Enforce Settlement, filed on behalf of: Plaintiff, by s/ James A. Naddeo, Esq. 1CC Atty. Certificate of Service, Oct.15th, 2004 upon S. Casey Bowers, Esq.	Paul E. Cherry

3/22/2006

10:14 AM

Circuit Court of Common Pleas

User: BHUDSON

ROA Report

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Case: 2003-00926-CD

Current Judge: Paul E. Cherry

Rishel Enterprises, Inc. vs. David B. Snyder, James R. Swatsworth, Swatsworth Logging Co.

Civil Other

Date		Judge
06/09/2005	Petition To Enforce Settlement And For Attorney's Fees Against Rishel Enterprises, Inc., filed by s/ S. Casey Bowers, Esquire. 1CC Atty Bowers	Paul E. Cherry
06/10/2005	Order, And Now, this 10th day of June, 2005, upon consideration of the foregoing petition, it is hereby ordered that: (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers	Paul E. Cherry
06/16/2005	Certificate of Service, copy of Order dated June 10, 2005 , served upon James A. Naddeo, Esquire, and Chris A. Pentz, Esquire. No CC	Paul E. Cherry
06/30/2005	Answer To Petition To Enforce Settlement, filed by s/ James A. Naddeo, Esquire. 3CC Atty Naddeo	Paul E. Cherry
11/07/2005	Praecipe for Argument filed. By s/ S. Casey Bowers, Esquire. 1CC Atty. Bowers	Paul E. Cherry
11/08/2005	Order of Court AND NOW, this 7th day of November 2005, upon consideration of Plaintiff's Petition to Enforce Settlement and for Attorney's Fees Against Rishel Enterprises Inc., IT IS HEREBY ORDERED AND DECREED that argument is scheduled for the 12th day of December 2005 at 11:30 a.m. in Courtroom No. 2. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers.	Paul E. Cherry
01/18/2006	Order, NOW, this 17th day of Jan., 2006, upon consideration of the Petition to Enforce Settlement and following argument held, it is the Order of this Court that Defendant's Petition to Enforce Settlement shall be and is hereby Dismissed. It is the further Order of this Court that Defendant Snyder shall forthwith release the escrow monies to Plaintiff. It is the further Order of this Court that Def. Snyder's request for attorney fees shall be and are hereby Denied. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz.	Paul E. Cherry
02/14/2006	Filing: Appeal to High Court Paid by: Bowers, S. Casey (attorney for Snyder, David B.) Receipt number: 1912477 Dated: 02/14/2006 Amount: \$45.00 (Check)	Paul E. Cherry
	Notice of Appeal, to Superior Court, filed by s/ S. Casey Bowers, Esquire. 1CC & 60.00 check to Superior Court	Paul E. Cherry
02/22/2006	Order, NOW, this 22nd day of Feb., 2006, Ordered that Appellant file a concise statement of the matters complained of on Appeal no later than 14 days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz	Paul E. Cherry
02/23/2006	Appeal Docket Sheet, 363 WDA 2006, filed. No CC	Paul E. Cherry
03/03/2006	Concise Statement of Matters Complained of on Appeal, filed by s/S. Casey Bowers, Esquire. 1CC Atty. Bowers	Paul E. Cherry
03/13/2006	Original Transcript of Proceedings, had in open court on Dec. 12, 2005 before The Honorable Paul E. Cherry, Judge, filed.	Paul E. Cherry

I hereby certify this to be a true and accurate copy of the original submitted in this case

MAR 22 2006

Attest

Paul E. Cherry  
County Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

**No. 03-926-CD**

**Rishel Enterprises, Inc.**

**VS.**

**David B. Snyder, an individual**

**VS.**

**James R. Swatsworth, t/d/b/a Swatsworth Logging Co., Additional Defendant**

<b>ITEM NO.</b>	<b>DATE OF FILING</b>	<b>NAME OF DOCUMENT</b>	<b>NO. OF PAGES</b>
01	06/24/03	Civil Complaint	21
02	08/08/03	Sheriff Return	02
03	08/22/03	Answer to Complaint and Counterclaim	15
04	08/22/03	Complaint to Join Additional Defendant	30
05	09/05/03	Answer to Complaint to Join Additional Defendant	08
06	09/05/03	Answer to Counterclaim	06
07	09/26/03	Sheriff Return	01
08	10/01/03	Certificate of Service, Notice of Taking Deposition of James R. Swatsworth	02
09	10/01/03	Certificate of Service, Notice of Taking Deposition of David B. Snyder	02
10	10/06/03	Notice of Service of Interrogatories Directed to Plaintiff and Request for Production of Documents	03
11	10/08/03	Praecipe to Amend Caption with Consent	05
12	11/04/03	Certificate of Service, Plaintiff's Answers to Defendant Snyder's Interrogatories	02
13	11/17/03	Praecipe to List Case for Trial	03
14	01/08/04	Order, Re: Court Administrator to remove case from Civil Jury Trial list and transfer to Civil Non-Jury Trial List	01
15	01/26/04	Order, Re: Discovery deadline; non-jury trial scheduled	01
16	01/28/04	Amended Order	01
17	04/21/04	Order, Re: parties to provide Court with executed settlement agreement	01
18	09/20/04	Motion to Enforce Settlement and Order filed September 23, 2004 entering rule upon Plaintiff	17
19	10/15/04	Answer to Motion to Enforce Settlement	08
20	06/09/05	Plaintiff to Enforce Settlement and for Attorney's Fees against Rishel Enterprises, Inc., and Order filed June 10, 2005	24
21	06/16/05	Certificate of Service	02
22	06/30/05	Answer to Petition to Enforce Settlement	08
23	11/07/05	Praecipe for Argument and Order filed November 8, 2005 scheduling argument	05
24	01/18/06	Order, Re: Petition to Enforce Settlement	02
25	02/14/06	Notice of Appeal to High Court	08
26	02/22/06	Order, Re: concise statement to be filed	02
27	02/23/06	Appeal Docket Sheet, 363 WDA 2006	03
28	03/03/06	Concise Statement of Matters Complained of on Appeal	04
29	03/13/06	Original Transcript of Proceedings had December 12, 2005	Separate Cover

**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

**Rishel Enterprises, Inc.**

Vs.

**David B. Snyder, an individual**

Vs.

**James R. Swatsworth, t/d/b/a Swatsworth Logging Co., Additional Defendant  
03-926-CD**

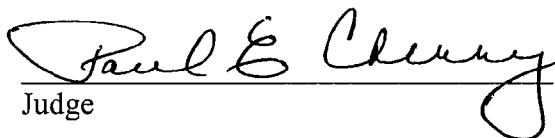
So full and entire as the same remains of record before the said Court, at No. **03-926-CD**

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 22<sup>nd</sup> Day of MARCH, 2006.



\_\_\_\_\_  
Prothonotary/Clerk of Courts

I, **Paul E. Cherry**, Judge of 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 proper officer.



\_\_\_\_\_  
Judge

I, **William A. Shaw**, Prothonotary/Clerk of Courts of the Court of Common Pleas in and for said county, do certify that the Honorable **Paul E. Cherry**, Judge, by whom the foregoing attestation was made and who has thereunto subscribed his name was at the time of making thereof and still is Judge, 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 \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Prothonotary/Clerk of Courts



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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**CONCISE STATEMENT OF  
MATTERS COMPLAINED OF  
ON APPEAL**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: March 3, 2006

FILED<sup>1cc</sup>  
018:40/301  
MAR 03 2006  
Amy Bowers  
(EK)

William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC., :	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a :	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**CONCISE STATEMENT OF MATTERS**  
**COMPLAINED OF ON APPEAL**

In accordance with this Court's Order dated February 22, 2006,  
and Pennsylvania Rule of Appellate Procedure 1925(b), Defendant hereby  
files his concise statement of matters complained of on appeal  
representing as follows:

1. The Court erred in finding that the time for Snyder to remove  
the marked timber under the subject settlement agreement had expired  
when said agreement did not set forth any such deadline.

2. The Court erred to the extent that it found that Snyder unduly delayed timbering operations on the subject property when in fact Snyder was excluded from the subject property by Plaintiffs

3. The Court erred in denying Snyder's petition to enforce settlement agreement when Plaintiffs had clearly breached said agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

S. Casey Bowers  
Attorney for David B. Snyder

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

RISHEL ENTERPRISES, INC., :	:	
Plaintiff :	:	
vs. :	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an :	:	
individual, :	:	
Defendant :	:	
vs. :	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a :	:	
SWATSWORTH LOGGING CO., :	:	
Additional Defendant :	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 3<sup>rd</sup> day of March, 2006, a true  
and correct copy of the Concise Statement of Matters Complained of on  
Appeal was served by first class mail, postage prepaid on the following:

Hon. Paul Cherry  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
S. Casey Bowers

## Appeal Docket Sheet

Docket Number: 363 WDA 2006

Page 1 of 3

February 21, 2006

Superior Court of Pennsylvania



Rishel Enterprises, Inc.

V.

David B. Snyder, Appellant

V.

James R. Swatsworth, t/d/b/a Swatsworth Logging Co.

03-926-CD

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: February 17, 2006

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType: Assumpsit

Consolidated Docket Nos.:

Related Docket Nos.:

## SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: March 7, 2006

Next Event Type: Original Record Received

Next Event Due Date: March 29, 2006

FILED NO CC  
m282/2/21  
FEB 23 2006 (CK)  
William A. Shaw  
Prothonotary/Clerk of Courts

## Appeal Docket Sheet

Docket Number: 363 WDA 2006

Superior Court of Pennsylvania

Page 2 of 3

February 21, 2006



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COUNSEL INFORMATION

---

**Appellant** Snyder, David B.  
**Pro Se:** Appoint Counsel Status:  
**IFP Status:** No

**Appellant Attorney Information:**

**Attorney:** Bowers, Stephen Casey  
**Bar No.:** 89032 **Law Firm:** Hanak, Guido & Taladay  
**Address:** 498 Jeffers Street  
PO Box 487  
DuBois, PA 15801  
**Phone No.:** (814)371-7768 **Fax No.:** (814)371-1974  
**Receive Mail:** Yes  
**E-Mail Address:**  
**Receive E-Mail:** No

---

**Appellee** Rishel Enterprises, Inc.  
**Pro Se:** Appoint Counsel Status:  
**IFP Status:**

**Appellee Attorney Information:**

**Attorney:** Naddeo, James A.  
**Bar No.:** 6820 **Law Firm:** Naddeo, James A., Law Office of  
**Address:** 207 East Market Street  
PO Box 552  
Clearfield, PA 16830  
**Phone No.:** (814)765-1601 **Fax No.:** (814)765-8142  
**Receive Mail:** Yes  
**E-Mail Address:**  
**Receive E-Mail:** No

---

**Appellee** Swatsworth, James R.  
**Pro Se:** Appoint Counsel Status:  
**IFP Status:**

**Appellee Attorney Information:**

**Attorney:** Pentz, Chris A.  
**Bar No.:** 39232 **Law Firm:** Clearfield County Public Defender's Office  
**Address:** 207 E Market Street  
Clearfield, PA 16830-2424  
**Phone No.:** (814)765-4000 **Fax No.:** (814)765-8142  
**Receive Mail:** Yes  
**E-Mail Address:**  
**Receive E-Mail:** No

---

FEE INFORMATION

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## Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 363 WDA 2006

Page 3 of 3

February 21, 2006



Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
2/17/06	Notice of Appeal	60.00	60.00	2006SPRWD000239

## TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas

County: Clearfield

Division: Civil

Date of Order Appealed From: January 17, 2006

Judicial District: 46

Date Documents Received: February 17, 2006

Date Notice of Appeal Filed: February 14, 2006

Order Type: Order Entered

OTN:

Judge: Cherry, Paul E.  
Judge

Lower Court Docket No.: No. 03-926-C.D.

## 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
February 17, 2006	Notice of Appeal Filed		
		Appellant	Snyder, David B.
February 21, 2006	Docketing Statement Exited (Civil)		
			Western District Filing Office

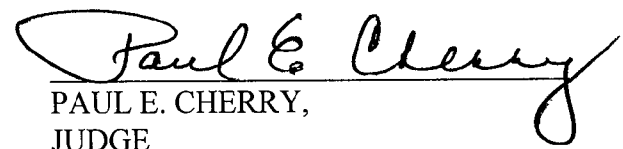
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RISHEL ENTERPRISES, INC.,	:	NO. 03-926-CD
Plaintiff	:	
	:	
V.	:	
	:	
DAVID B. SNYDER, and individual,	:	
Defendant	:	
	:	
V.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING CO.,	:	
Additional Defendant	:	

**ORDER**

AND NOW, this 22<sup>nd</sup> day of February, 2006, the Court having been notified of Appeal to the Superior Court of Pennsylvania in the above captioned matter, it is the ORDER of this Court that Appellant file a concise statement of the matters complained of on said Appeal no later than fourteen (14) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

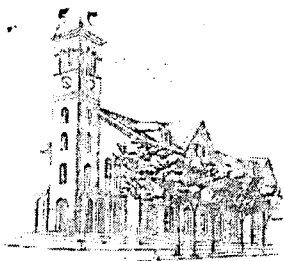
BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**  
013:1354  
FEB 22 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
ice/Arms!  
Naddeo  
Bowers  
Pentz  
EK







## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 2/22/06

\_\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**NOTICE OF APPEAL**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: February 14, 2006

**FILED** 3cc Amy  
01236611 Amy pd 4500  
FEB 14 2006 1cc \$6000 check  
to Superior Court  
William A. Shaw  
Prothonotary/Clerk of Courts  
(K) #25

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

RISHEL ENTERPRISES, INC., :

Plaintiff :

vs. :

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,

Defendant :

vs. :

JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING :  
CO., :

Additional Defendant :

**NOTICE OF APPEAL**

Notice is hereby given that DAVID B. SNYDER, Defendant in the above captioned matter, hereby appeals to the Superior Court of Pennsylvania, from the Order entered in this matter on the 17th day of January, 2006. This Order has been entered in the docket as evidenced by the attached copy of the docket entry.



S. Casey Bowers  
Attorney for David B. Snyder

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

RISHEL ENTERPRISES, INC., :  
Plaintiff :

vs. :

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual, :

Defendant :

vs. :

JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING :  
CO., :

Additional Defendant :

**ORDER FOR TRANSCRIPT**

A notice of appeal having been filed in this matter, the official court reporter is hereby ordered to produce, certify and file the transcript in this matter in conformity with Rule 1922 of the Pennsylvania Rules of Appellate Procedure.



S. Casey Bowers  
Attorney for David B. Snyder

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

RISHEL ENTERPRISES, INC., :  
Plaintiff :

vs. :

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,

Defendant :

vs. :

JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING :  
CO., :

Additional Defendant :

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 14 day of February, 2006, a true  
and correct copy of the Notice of Appeal was served by hand delivery on  
the following:

Court Administrator  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

Court Reporter  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

Hon. Paul Cherry  
Clearfield County Courthouse  
One North Second Street  
Clearfield, PA 16830

and by first class mail, postage prepaid on the following:

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

A handwritten signature in dark ink, appearing to read 'S. Casey Bowers', written over a horizontal line.

S. Casey Bowers

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

RISHel ENTERPRISES, INC.	:	NO. 03-926-CD
	:	
V.	:	
	:	
DAVID B. SNYDER, an individual	:	
	:	
V.	:	
	:	
JAMES R. SWATSWORTH, al	:	

**ORDER**

AND NOW, this 17<sup>th</sup> day of January, 2006, upon consideration of the Petition to Enforce Settlement and following argument held, it is the ORDER of this Court that Defendant's Petition to Enforce Settlement shall be and is hereby DISMISSED. It is the further ORDER of this Court that Defendant Snyder shall forthwith release the escrow monies to Plaintiff. It is the further ORDER of this Court that Defendant/Snyder's request for attorney fees shall be and are hereby DENIED.

BY THE COURT,

**/s/ Paul E. Cherry**

\_\_\_\_\_  
PAUL E. CHERRY,  
JUDGE

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

JAN 18 2006

Attest.

*William L. Bowers*  
Prothonotary/  
Clerk of Courts

*Recd  
1/23/06*

## Civil Other

Date		Judge
06/24/2003	Filing: Civil Complaint Paid by: James Naddeo, Esq. Receipt number: 1861988 Dated: 06/24/2003 Amount: \$85.00 (Check) 1 CC to Shff.	No Judge
08/08/2003	Sheriff Returns; Now July 16, 2003 Served complaint on Defendant. Shff. Hawkins \$28.20, Surcharge \$10, Jeff. Co. Shff. \$57.20, Paid by Atty.	No Judge
08/22/2003	Answer To Complaint And Counterclaim. filed by s/S. Casey Bowers, Esq. Verification s/David B. Snyder Certificate of Service 4 cc Atty Bowers	No Judge
	Complaint To Join Additional Defendant. filed by s/S. Casey Bowers, Esq. Verification s/David B. Snyder Certificate of Service 4 cc Atty Bowers	No Judge
09/05/2003	Answer To Complaint To Join Additional Defendant. filed by s/Chris A. Pentz, Esq. Certificate of Service 2 cc Atty Pentz	No Judge
	Answer To Counterclaim. filed by s/James A. Naddeo, Esquire Verification s/Kenneth Rishel Certificate of Service 1 cc Atty Naddeo	No Judge
09/26/2003	Sheriff Returns: Now Aug. 29, 2003 served complaint on Defendant at residence. Shff. Hawkins \$22.69 Surcharge \$10.00 Paid by Atty.	No Judge
10/01/2003	Certificate of Service of Notice of Taking Deposition of James R. Swatsworth filed by Atty. Naddeo.	No Judge
	Certificate of Service of Notice of Taking Deposition of David B. Snyder. No cc.	No Judge
10/06/2003	Notice of Service of Interrogatories Directed to Plaintiffs and Request for Production of Documents filed by Atty. Naddeo 1 CC to Atty.	No Judge
10/08/2003	Praeipce to Amend Caption with Consent. filed. 1 Cert. to Atty.	No Judge
11/04/2003	Certificate of Service of Plff. Answers to Defendant Snyder's Interrogatories. No CC .	No Judge
11/17/2003	Praeipce To List For Trial. filed by, s/James A. Naddeo, Esquire Certificate of Service 1 cc to Atty Copy to CA	No Judge
01/08/2004	ORDER, NOW, this 6th day of January, 2004, re: CA to remove case from the Civil Jury Trial List and transfer same to the Civil Non-Jury Trial List. by the Court, s/PEC, J. 1 cc Atty Naddeo, S. Bowers, and Pentz	Paul E. Cherry
01/26/2004	ORDER, AND NOW, this 23rd day of January, 2004, re: Discovery deadline for all Answers to written Discovery and/or Depositions shall be no later than March 22, 2004. Non-Jury Trial scheduled for April, 22 and 23, 2004, at 9:00 a.m. Motions shall be filed no later than 30 days prior to commencement of trial. Parties shall mark all Exhibits for trial in advance of trial to speed introduction of Exhibits. by the Court, s/PEC, J. 1 cc Atty Naddeo, Bowers, and Pentz	Paul E. Cherry
01/28/2004	Amended Order: AND NOW, this 28th day of January, 2004 folowing Pre-Trial Conference, it is the Order of this Court: S/PEC 1 CC to Attys Naddeo, Bowers, Pentz.	Paul E. Cherry
04/21/2004	ORDER, AND NOW, this 21st day of April, 2004, re: Parties to provide this Court with an executed Settlement Agreement within 10 days of this date. by the Court, s/PEC, J. 1 cc Attys Naddeo, Bowers, Pentz	Paul E. Cherry
09/20/2004	Motion to Enforce Settlement, filed on behalf of David B. Snyder, by s/S. Casey Bowers, Esq. One CC Attorney Bowers	Paul E. Cherry
09/23/2004	Order AND NOW, this 22nd day of SEpt. 2004, upon consideration of Motion to Enforce Settlement that a rule is entered upon Plff. to show cause why the Motion should not be granted. Rule Returnable for hearing Nov. 15, 2004. S/PEC 1 CC to Atty. Bowers.	Paul E. Cherry
10/18/2004	Answer To Motion to Enforce Settlement, filed on behalf of: Plaintiff, by s/ James A. Naddeo, Esq. 1CC Atty. Certificate of Service, Oct.15th, 2004 upon S. Casey Bowers, Esq.	Paul E. Cherry



## Civil Other

Date		Judge
06/09/2005	Petition To Enforce Settlement And For Attorney's Fees Against Rishel Enterprises, Inc., filed by s/ S. Casey Bowers, Esquire. 1CC Atty Bowers	Paul E. Cherry
06/10/2005	Order, And Now, this 10th day of June, 2005, upon consideration of the foregoing petition, it is hereby ordered that: (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers	Paul E. Cherry
06/16/2005	Certificate of Service, copy of Order dated June 10, 2005, served upon James A. Naddeo, Esquire, and Chris A. Pentz, Esquire. No CC	Paul E. Cherry
06/30/2005	Answer To Petition To Enforce Settlement, filed by s/ James A. Naddeo, Esquire. 3CC Atty Naddeo	Paul E. Cherry
11/07/2005	Praecipe for Argument filed. By s/ S. Casey Bowers, Esquire. 1CC Atty. Bowers	Paul E. Cherry
11/08/2005	Order of Court AND NOW, this 7th day of November 2005, upon consideration of Plaintiff's Petition to Enforce Settlement and for Attorney's Fees Against Rishel Enterprises Inc., IT IS HEREBY ORDERED AND DECREED that argument is scheduled for the 12th day of December 2005 at 11:30 a.m. in Courtroom No. 2. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers.	Paul E. Cherry
01/18/2006	Order, NOW, this 17th day of Jan., 2006, upon consideration of the Petition to Enforce Settlement and following argument held, it is the Order of this Court that Defendant's Petition to Enforce Settlement shall be and is hereby Dismissed. It is the further Order of this Court that Defendant Snyder shall forthwith release the escrow monies to Plaintiff. It is the further Order of this Court that Def. Snyder's request for attorney fees shall be and are hereby Denied. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz.	Paul E. Cherry

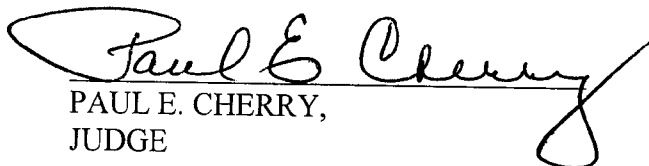
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RISHEL ENTERPRISES, INC.	:	NO. 03-926-CD
V.	:	
DAVID B. SNYDER, an individual	:	
V.	:	
JAMES R. SWATSWORTH, al	:	

**ORDER**

AND NOW, this 17<sup>th</sup> day of January, 2006, upon consideration of the Petition to Enforce Settlement and following argument held, it is the ORDER of this Court that Defendant's Petition to Enforce Settlement shall be and is hereby DISMISSED. It is the further ORDER of this Court that Defendant Snyder shall forthwith release the escrow monies to Plaintiff. It is the further ORDER of this Court that Defendant Snyder's request for attorney fees shall be and are hereby DENIED.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

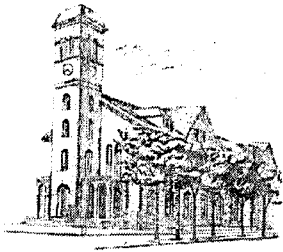
FILED  
01/10:5034  
JAN 18 2006

ice  
Atty's: Naddo  
Bowers  
Pentz

William A. Shaw  
Prothonotary/Clerk of Courts

CA

34



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 11/8/06

       You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

  X   Plaintiff(s)/Attorney(s)

  X   Defendant(s)/Attorney(s)

       Other

       Special Instructions:

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**PRAECIPE FOR  
ARGUMENT**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: November 4, 2005

0/10/05/01  
NOV 07 2005  
Att'y Bowers  
Prothonotary of Courts

273


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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**PRAECIPE FOR ARGUMENT**

TO THE PROTHONOTARY:

Please place the above captioned matter on the next argument list as to Defendant's David B. Snyder's Petition to Enforce Settlement and for Attorney's Fees Against Rishel Enterprises, Inc.

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for David B. Snyder

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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**ORDER OF COURT**

AND NOW, this 17<sup>th</sup> day of November, 2005, upon  
consideration of Plaintiff's Petition to Enforce Settlement and for  
Attorney's Fees Against Rishel Enterprises, Inc.,

IT IS HEREBY ORDERED AND DECREED that argument is  
scheduled for the 12<sup>th</sup> day of December, 2005, at 11:30 o'clock  
9. m., Courtroom No. 2, Clearfield County Courthouse, Clearfield,  
Pennsylvania.

BY THE COURT:

Paul E Cherry

ICC  
Atty Bowers  
NOV 08 2005  
Prothonotary Clerk of Courts

#23

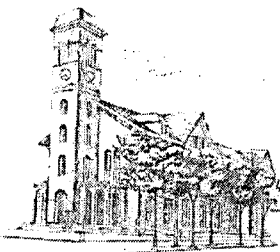
**CERTIFICATE OF SERVICE**

I do hereby certify that on the 4th day of November, 2005, I served a copy of the within Praeceptum for Argument by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
S. Casey Bowers



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

  X   You are responsible for serving all appropriate parties.

           The Prothonotary's office has provided service to the following parties:

           Plaintiff(s)/Attorney(s)

           Defendant(s)/Attorney(s)

           Other

           Special Instructions:



22

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant	*	

ANSWER TO PETITION TO ENFORCE SETTLEMENT AGREEMENT

And NOW, comes Respondent, Rishel Enter Inc., by  
and through its attorney, James A. Naddeo, Esquire, and  
sets forth the following Answers to the Petition of David  
B. Snyder to Enforce Settlement:

1. Admitted.
2. Admitted.
3. It is admitted that a settlement was reached  
whereby Rishel was compensated for undersized trees  
harvested by Snyder. It is also admitted that Snyder  
reimbursed Rishel for its costs. It is denied that Exhibit  
"A" attached to Snyder's Petition is a true and correct

copy of the Settlement Agreement dated April 20, 2004. And to the contrary, Exhibit "A" appears to be a description of various parcels of land located in Pike and Penn Township.

4. Paragraph 4 is admitted as stated but in further answer thereto it is alleged that the settlement agreement of April 20, 2004, placed a time limit upon Snyder's right to re-enter the Rishel property of 240 days from the execution of the Settlement Agreement, April 20, 2004.

5. Admitted.

6. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

7. Admitted.

8. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

9. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted except to the extent that said allegation refers to "allegedly undersized logs." In further answer thereto, it is alleged that said logs were, in fact, undersized.

14. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

15. Admitted as stated but in further answer thereto, it is alleged that no agreement was reached between the parties to extend the 240-day time limit within which Snyder was to remove trees from Rishel's property as required by the terms of the Settlement Agreement dated April 20, 2004.

16. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

17. Admitted insofar as it states that Snyder initiated logging operations upon Rishel's property on or about April 25, 2005. It is denied, however, that said logging was in accordance with the Settlement Agreement of November 16, 2004, which Agreement made no provision for an extension of time as originally specified in the parties' Settlement Agreement of April 20, 2004.

18. Admitted insofar as it states that Rishel again excluded Snyder and his workers from the subject property on or about April 25, 2005. It is denied, however, that there was no good reason for said exclusion, and to the contrary, it is alleged that Snyder's license as set forth in the parties Agreement of April 20, 2004, have expired.

19. Admitted.

20. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

21. Respondent incorporates its answers to paragraphs 1 through 21 of Snyder's Petition.

22. Denied. On the contrary, it is alleged that Rishel has permitted no one to enter upon its property for the purpose of harvesting trees belonging to Snyder or to any other person.

23. Denied. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

24. No answer required.

25. States a conclusion of law to which no answer is required

26. States a conclusion to which no answer is required. To the extent that an answer may be required, it is denied that Rishel has violated any agreements with Snyder and to the contrary, it is alleged that Snyder's license to enter upon Rishel's property expired on December 17, 2004, and that Rishel is now entitled to the escrow money retained by Snyder.

27. States a conclusion to which no answer is required.

28. States a conclusion to which no answer is required. In further answer thereto, said allegation is denied after reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Respondent respectfully requests that the Petition of David B. Snyder to Enforce Settlement be dismissed, and that Snyder be directed to release the escrow moneys held by Snyder as a result of his second conversion of trees from the Rishel property.

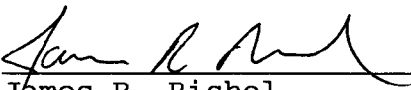
Respectfully submitted,

  
James A. Naddeo  
Attorney for Plaintiff

V E R I F I C A T I O N

I, James R. Rishel, Secretary-Treasurer of Rishel Enterprises, Inc. verify that the statements made in the foregoing Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

RISHEL ENTERPRISES, INC.

By:   
James R. Rishel  
Secretary-Treasurer

Dated: June 29, 2005

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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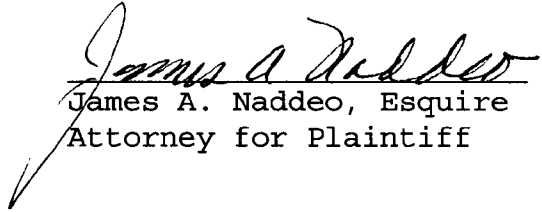
No. 03 - 926 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Answer to Petition to Enforce Settlement filed in the above-captioned action was served on the following person and in the following manner on the 30th day of June, 2005:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



**JAMES A. NADDEO**  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

---

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: June 15, 2005

FILED

JUN 16 2005

W/12:00/2  
William A. Show  
Prothonotary Clerk of Courts

we c/c @

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

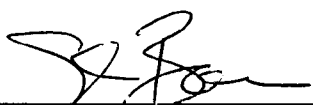
RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 15th day of June, 2005, I served a copy of Order dated June 10, 2005 on Petition to Enforce Settlement and for Attorney's Fees Against Rishel Enterprises, Inc., by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
S. Casey Bowers

CA

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**PETITION TO ENFORCE  
SETTLEMENT AND  
FOR ATTORNEY'S FEES  
AGAINST RISHEL  
ENTERPRISES, INC.**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:  
Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: June 8, 2005

FILED 1cc  
m/110:3401 Amy Bowers  
JUN 09 2005 @  
Prothonotary Clerk of Courts

#20

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

RISHEL ENTERPRISES, INC.  
Plaintiff

vs.

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,

Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,

Additional Defendant

FILED 100  
03-926-C.D.  
JUN 10 2005  
BOWERS

William A. Shaw  
Prothonotary Clerk of Courts

**ORDER OF COURT**

AND NOW, this 10<sup>th</sup> day of June, 2005, upon  
consideration of the foregoing petition, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the petitioner is not entitled to the relief requested;
- (2) the respondent shall file an answer to the petition within twenty (20) days of service upon the respondent;
- (3) the petition shall be decided under Pa.R.C.P. No. 206.7;
- (4) notice of the entry of this order shall be provided to all parties by the petitioner.

**NOTICE**

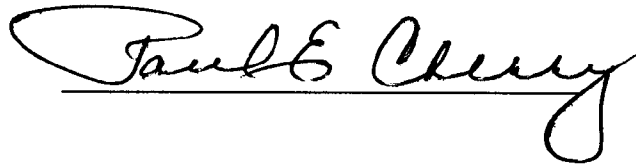
**A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF  
YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN  
THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN  
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER**

IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. 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 THE RELIEF REQUESTED BY THE PETITIONER. 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300

BY THE COURT:

A handwritten signature in cursive script, reading "Paul E. Cherry", is written over a horizontal line.

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**PETITION TO ENFORCE SETTLEMENT**  
**AND PETITION FOR COUNSEL FEES**  
**FILED ON BEHALF OF DAVID B. SNYDER**

**Petition to Enforce Settlement**  
**Filed on Behalf of David B. Snyder**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, and presents the following Motion to Enforce Settlement:

1. On or about June 28, 2003, Plaintiff, RISHEL ENTERPRISES ("Rishel") filed a Complaint against Defendant seeking money damages relative to Defendant's alleged conversion of Rishel's timber.

2. Defendant, DAVID B. SNYDER ("Snyder"), filed an Answer and Counterclaim on or about August 22, 2003.

3. On or about April 20, 2004, Rishel and Snyder executed a written Settlement Agreement under the terms of which Snyder was

paid Rishel the sum of \$7,217.00. This amount represents the fair market value of the allegedly undersized timber harvested by Snyder, together with Rishel's forester costs. A true and correct copy of the April 20, 2004 Settlement Agreement is attached hereto and marked as Exhibit "A".

4. As per terms of the April 20, 2004 Settlement Agreement, Rishel granted Snyder the right to harvest the remaining trees 12 inches DBH and greater from Rishel's property.

5. Snyder paid Rishel \$7,217.00 as per the terms of the attached agreement.

6. This amount is over and above the \$140,000.00 Snyder originally paid for the timber.

7. In early May, 2004, Snyder began harvesting the subject timber.

8. Snyder instructed his contract loggers only to cut trees that were 12 inches DBH and greater.

9. Snyder further instructed his contract loggers to measure each and every tree before harvesting same.

10. On or about May 14, 2004, Rishel claimed that Snyder's contract loggers had cut and/or removed undersized logs in violation of the Settlement Agreement.

11. Rishel subsequently excluded Snyder and his contract loggers from the subject property.



12. In an effort to resolve this matter, the parties agreed that Snyder would hire a forester chosen by Rishel to measure and mark all trees on the property that were 12 DBH and greater.

13. At the direction of Rishel, Snyder retained Todd Wilcox of Land and Mapping Services to measure and mark the subject trees. Mr. Wilcox also determined the fair market value of the second set of allegedly undersized logs.

14. Snyder incurred costs of \$1,750.00 in connection with retaining Mr. Wilcox.

15. On or about November 19, 2004, the parties reached a second Settlement Agreement. Under the terms of this Agreement, Snyder would cut only timber marked by Mr. Wilcox as being 12 inches DBH or greater. Further Snyder would place monies in escrow equaling the fair market value of the second set of allegedly undersized logs. Said escrow monies were to be paid to Rishel upon completion of timbering operations on the subject property. Correspondence of counsel dated November 10, 2004, and November 16, 2004, memorializing this agreement are attached hereto and marked as Exhibits "B" and "C" respectively.

16. Snyder placed said funds in escrow and Rishel delivered the key necessary to access the property to Snyder.

17. On or about April 25, 2005, Snyder reinitiated logging operations on the subject property in accordance with the November 16, 2004 Settlement Agreement.

18. On or about April 25, 2005, Rishel again excluded Snyder and his workers from the subject property. Rishel and its agents offered no good reason for so excluding Snyder.

19. By letter dated April 28, 2005, the undersigned counsel demanded that Rishel grant Snyder access to the subject property within 7 days of the date of said correspondence. Rishel has yet to respond to this demand. A true and correct copy of this correspondence is attached hereto and marked as Exhibit "D".

20. Snyder is required to employ counsel at the rate of \$120.00 an hour to seek enforcement of the November 2004 Settlement Agreement.

21. Further, Snyder incurred expenses in the amount of \$300.00 in connection with moving equipment onto and out of the Rishel property.

WHEREFORE, Defendant, DAVID B. SNYDER, respectfully requests your Honorable Court to issue a Rule upon Plaintiff, RISHEL ENTERPRISES, INC., to show cause why:

(a) Rishel should not be ordered to grant Snyder and his contract loggers full access to the subject property for purposes of harvesting the subject trees;

(b) Rishel should not be ordered to pay fees and costs incurred by Snyder relative to the enforcement of the settlement agreement;

(c) Rishel should not be barred from further removing any timber from the subject property;

(d) Rishel should not forfeit all escrows held pursuant to the November, 2004 Settlement Agreement;

(e) In the alternative, Snyder respectfully requests payment in the amount of \$32,841.90, the fair market value of the timber remaining on the subject property, together with Snyder's costs in retaining forester, Todd Wilcox;

(f) Any additional relief this Court deems just and equitable.

**Petition for Counsel Fees**  
**Pursuant to 42 Pa.C.S.A. Section 2503**

21. Defendant, David B. Snyder, incorporates all prior paragraphs herein.

22. While Snyder has been excluded from the subject property, Rishel has allowed several persons, namely additional Defendant, James R. Swatsworth, together with Rodney Swatsworth and Oran Bloom to remove logs rightly belonging to Snyder from the subject property.

23. The estimated value of the converted timber is Twelve Thousand and 00/100 (\$12,000.00) Dollars.

24. Snyder will seek compensation for this timber conversion in a separate suit.

25. 42 Pa.C.S.A. Section 2503 provides in pertinent part:

The following participants shall be entitled to a reasonable counsel fee as part of the taxable cost of the matter: ...(7) any participant who is awarded counsel fees as a sanction against another participant for dilatory obdurate or vexatious conduct pendency of a matter... (9) any participant who is awarded counsel fees because of the

conduct of another party in commencing the matter or otherwise arbitrary, vexatious and in bad faith.

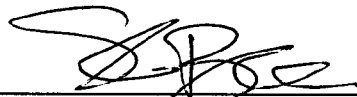
26. As set forth above, Rishel has repeatedly and willfully violated several settlement agreements between the parties. Rishel has further allowed the conversion of timber rightly belonging to Snyder by virtue of the underlying timber contract and the Settlement Agreements.

27. As set forth above, Rishel's conduct through the pendency of this matter has been dilatory, obdurate, arbitrary, vexatious and in bad faith.

28. As a result of Rishel's wrongful conduct, Snyder has incurred counsel fees totaling One Thousand One Hundred Fifty and 00/100 (\$1,150.00) Dollars.

WHEREFORE, Snyder respectfully requests this Honorable Court to enter a Rule upon Rishel to show cause why attorney's fees in the amount of One Thousand One Hundred Fifty and 00/100 (\$1,150.00) Dollars should not be awarded to Snyder.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

S. Casey Bowers  
Attorney for Defendant

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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2005, upon  
consideration of the Petition of DAVID B. SNYDER and hearing  
thereon,

IT IS HEREBY ORDERED AND DECREED that the relief sought  
in Defendant's Petition to Enforce Settlement is granted.

Plaintiff, Rishel Enterprises, Inc., is hereby ordered to grant  
Defendant, David B. Snyder, and his contract loggers, full access to the  
subject property for the purposes of harvesting timber therefrom.

IT IS FURTHER ORDERED that Plaintiff shall pay Defendant's  
reasonable costs and fees in the amount of \$1,150.00.

Said amount shall be submitted to Defendant's counsel no later than thirty (30) days after the date of this order.

BY THE COURT:

---

**VERIFICATION**

I, DAVID B. SNYDER, verify that the statements in the foregoing PETITION TO ENFORCE SETTLEMENT AND FOR ATTORNEY'S FEES are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

DATE: 6/7/05

David B Snyder  
David B. Snyder

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 8th day of June, 2005, I served a copy of the within Petition to Enforce Settlement and for Attorney's Fees by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Rishel Enterprises

John R. Ryan, Esq.  
Belin & Kubista  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830  
Counsel for Swatsworth



---

S. Casey Bowers



## **AGREEMENT OF SETTLEMENT**

**THIS AGREEMENT**, made and entered into this 20 day of April, 2004, by and between **DAVID B. SNYDER**, an adult individual of R.D. #3, Box 331, Reynoldsville, Pennsylvania, hereinafter referred to as "SNYDER",

-AND-

**RISHEL ENTERPRISES, INC.**, a Pennsylvania corporation, with a mailing address of \_\_\_\_\_, Pennsylvania, hereinafter referred to as the "RISHEL".

### **Background**

The parties are currently involved in litigation in the Court of Common Pleas of Clearfield County, Pennsylvania, at Docket No. 03-926-CD. As a result of pre-trial negotiations, the parties have agreed to a settlement and therefore desire to document the terms of the settlement in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Snyder agrees to pay Rishel the sum of Seven Thousand Two Hundred Seventeen and 00/100 (\$7,217.00) Dollars. Such payments shall be in full satisfaction of all Rishel's claims related to the past cutting of allegedly undersized timber on the Rishel property. Said payment shall be made no later than ten (10) days after the execution of this Agreement by Rishel.

2. Snyder will remove all trees greater than 12 inches DBH from the areas of the Rishel property situate in Pike and Penn Townships that were not previously timbered by Snyder. The said Rishel property is more fully described in Exhibit "A" attached hereto.

3. Snyder will harvest the remaining trees north of Route 879 first so as to not interfere with any active mining activity on the Rishel property. Snyder will insure that all of his contract loggers will be properly trained in the event that they are still logging while mining operations are active on the Rishel property.

4. Snyder will endeavor to remove the remaining trees as expeditiously as practical. In any event, all timbering operations shall be complete within two hundred forty (240) days of the execution of this Agreement by Rishel.

5. Snyder will not remove any trees from a certain railroad right-of-way of known as the Rails to Trails property having various widths from 50 feet to 150 feet. Rishel will ensure this area is marked or otherwise made known to Snyder.

6. Snyder shall be entitled to remove logs previously cut by Snyder's contract loggers from the Rishel property pursuant to prior timber agreements made among and between Rishel, Snyder and James Swatsworth.

7. Rishel shall allow Snyder full access to the Rishel property so as not to interfere with his rights and obligations as set forth herein.

8. This Agreement may not be amended or modified except in a writing signed by both parties.

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

WITNESSES:

\_\_\_\_\_  
David B. Snyder (SEAL)  
David B. Snyder

RISHEL ENTERPRISES, INC., by:

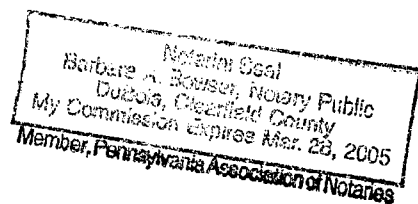
\_\_\_\_\_  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
SS.

On this, the 7<sup>th</sup> day of April, 2004, before me the  
undersigned officer, a notary public, personally appeared DAVID B.  
SNYDER, 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 purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

\_\_\_\_\_  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD SS.  
:

On this, the 20th day of April, 2004, before me the undersigned officer, a notary public, personally appeared Kenneth K. Rishel who is the President of RISHEL ENTERPRISES, INC., and by virtue and in pursuance of the authority thereby vested in him, acknowledged the foregoing to be the act and deed of RISHEL ENTERPRISES, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer L. Royer  
Notary Public

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

## **EXHIBIT "A"**

Parcels of land situate in the Townships of Pike and Penn, County of Clearfield and Commonwealth of Pennsylvania, conveyed to Rishel Enterprises, Inc., by deed of Harbison-Walker Refractories Company (formerly Indresco, Inc.) by deed dated July 21, 1997, and recorded in Deed Book Vol. 1867, p. 467.

### **Excepting and reserving the following parcels:**

(1) ALL of the right, title and interest, if any, the Grantor may have in and to that part of the Clearfield County Rails to Trails, Clearfield to Grampian trail, being 25 feet on either side of the center line of the Clearfield to Grampian trail for a total width of 50 feet, which trail traverses those parcels of land of the Grantor assessed in Clearfield County in Pike Township as #126-G10-9 and in Penn Township as #125-G10-17.

Being the same premises conveyed to Clearfield County Rails to Trails Association by deed of Rishel Enterprises, Inc., dated October 23, 2002, and recorded as Clearfield County Instrument No. 200217818.

(2) ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING at a point in the center line of Township Road T-469, said point being on the northeastern line of lands of Preston and Mary K. Michael as described in Deed Book 730, page 487, said point being the southwest corner of the parcel herein conveyed and running; thence along the northeastern line of lands of Preston and Mary K. Michael North 45 degrees 00 minutes 39 seconds West passing through a 3/4 inch rebar (set) at a distance of 48.50 feet and continuing on for a total distance of 466.44 feet to a point, said point being on the southern line of lands of Clearfield County Rails to Trails Association as recorded in Deed Book 1489, page 29, said point being South 45 degrees 00 minutes 39 seconds East a distance of 14.99 feet from a railroad rail (found); thence along the southern line of lands of the Clearfield County Rails to Trails Association the following courses and distances: along the arc of a circle curving to the right the chord of said arc running North 42 degrees 26 minutes 17 seconds East a distance of 266.70 feet to a point; along the arc of a circle curving to the right the chord of said arc running North 70 degrees 24 minutes 28 seconds East a distance of 303.54 feet to a point; along the arc of a circle curving to the right the chord of said arc running North 85 degrees 18 minutes 52 seconds East a distance of 267.99 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 89

degrees 52 minutes 57 seconds East a distance of 326.16 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 85 degrees 09 minutes 26 seconds East a distance of 304.20 feet to a point, said point being South 25 degrees 19 minutes 28 seconds West a distance of 21.20 feet for a 3/4 inch rebar (set); thence through lands of Rishel Enterprises, Inc., for a new subdivision line South 25 degrees 19 minutes 28 seconds West passing through a 3/4 inch rebar (set) at a distance of 409.00 feet and continuing on for a total distance of 426.14 feet to a point in the center line of Township Road T-469; thence along the center line of Township Road T-469 the following courses and distances: North 74 degrees 28 minutes 23 seconds West a distance of 225.77 feet to a point; North 78 degrees 46 minutes 52 seconds West a distance of 101.12 feet to a point; South 89 degrees 35 minutes 31 seconds West a distance of 102.47 feet to a point; South 71 degrees 19 minutes 12 seconds West a distance of 114.84 feet to a point; South 57 degrees 54 minutes 25 seconds West a distance of 105.87 feet to a point; South 45 degrees 50 minutes 35 seconds West a distance of 123.63 feet to a point; South 47 degrees 32 minutes 26 seconds West a distance of 100.00 feet to a point; South 44 degrees 24 minutes 15 seconds West a distance of 100.00 feet to a point and place of beginning. Containing 11.21 acres and known as Parcel 1 of the Rishel Subdivision dated September 26, 2002, and shown on map prepared by Curry and Associates and filed with the Recorder's Office to Map File No. 2654 and Instrument No. 200218066.

Being the same premises to Shawn L. and Melissa A. Bloom by deed of Rishel Enterprises, Inc., dated November 6, 2002, and recorded as Clearfield County Instrument No. 200218067.

(3) ALL that certain parcel or tract of land situated in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING at a p.k. nail (set) on the center line of Township Road T-476 (also known as Sixth Street Extension), said nail being on the northern line of lands of James P. and Eunice P. Seger as described in Deed Book 1814, page 223, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern line of lands of James P. and Eunice P. Seger North 65 degrees 14 minutes 24 seconds West for a distance of 834.30 feet to a 1" pin in stones (found), said pin being the northwest corner of lands of James P. and Eunice P. Segar and being on the eastern line of lands of Clement and Betty Ann Keiser as described in Deed Book 572, page 78; thence along the eastern line of lands of Clement and Betty Ann Keiser North 24 degrees 45 minutes 36 seconds East passing through a 3/4 inch rebar (set) at a distance of 1238.46 feet and continuing on for a total distance of 1263.46 feet to a 3/4 inch rebar (set), said rebar being on

the southern line of lands of Albert R. Walburn and William Walburn as recorded in Deed Book 547, page 116, said rebar being inside the rights of way of Township Road T-476; thence along the southern line of lands of Albert R. Walburn and William Walburn North 89 degrees 45 minutes 36 seconds East for a distance of 10.36 feet to a p.k. nail (set), said nail being on the center line of Township Road T-476; thence along the center line of Township Road T-476 the following courses and distances: along the arc of a circle curving to the left the chord of said arc running South 10 degrees 43 minutes 39 seconds East for a distance of 95.00 feet to a point; still along the arc of a circle curving to the left the chord of said arc running South 26 degrees 25 minutes 02 seconds East for a distance of 97.42 feet to a point; South 34 degrees 21 minutes 41 seconds East for a distance of 104.60 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 28 degrees 08 minutes 25 seconds East for a distance of 184.84 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 16 degrees 01 minutes 49 seconds East for a distance of 175.00 feet to a point; along the arc of a circle curving to the left the chord of said arc running South 09 degrees 44 minutes 21 seconds East for a distance of 153.78 feet to a point; along the arc of a circle curving to the left the chord of said arc running South 14 degrees 34 minutes 30 seconds East for a distance of 172.77 feet to a point; South 17 degrees 08 minutes 01 seconds East for a distance of 200.60 feet to a point; South 19 degrees 46 minutes 41 seconds East for a distance of 139.79 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 02 degrees 36 minutes 52 seconds East for a distance of 80.85 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 31 degrees 29 minutes 20 seconds West for a distance of 80.00 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 53 degrees 08 minutes 12 seconds West a distance of 105.96 feet to a point; South 64 degrees 01 minutes 50 seconds West for a distance of 100.67 feet to a p.k. nail (set) and place of beginning.

Containing 17.4 acres, and being Parcel Number 1 of the Rishel Subdivision as shown on map prepared by Curry & Associates dated May 21, 2003, and filed with the Recorder's Office to Instrument No. 200322346.

Being the same premises conveyed to Thomas R. Shaffer and Lisa K. Shaffer husband and wife by deed of Rishel Enterprises, Inc., dated December 8, 2003, and recorded as Clearfield County Instrument No. 200322358.

The above description notwithstanding, timbering activities pursuant to this Agreement shall be limited to all acreage south of State Route 879 and all acreage north of State Route 879 that is west of Bigler Run and Fenton Run as per the contract between Swatsworth Logging and David B. Snyder dated October 9, 2002.



**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Nicole Hanak Bankovich  
S. Casey Bowers

November 10, 2004

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Re: Rishel v. Snyder

Dear Jim:

I am writing in response to your letter dated October 26, 2004. Mr. Snyder is willing to make payment to Rishels in the amount of \$2,470.48. We would require, however, that these funds be held in escrow until the marked trees are harvested.

Mr. Snyder has a crew ready to begin logging as soon as access is granted. He has also assured me that the trees would be harvested in a timely manner. Mr. Snyder would also require a key to access the property north of Route 879.

As we discussed previously, the above arrangement should adequately protect the interest of both our clients. Please present this proposal to the Rishels and get back to me with their reaction.

Kindly note that I have previously issued a subpoena upon Mr. Wilcox requiring him to attend and testify at the upcoming hearing on the 15th. I would like to let him known as soon as possible whether or not his attendance will be required.

Sincerely,



S. Casey Bowers

SCB/bab  
cc: David Snyder

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
~~naddeolaw@charterinternet.com~~

November 16, 2004

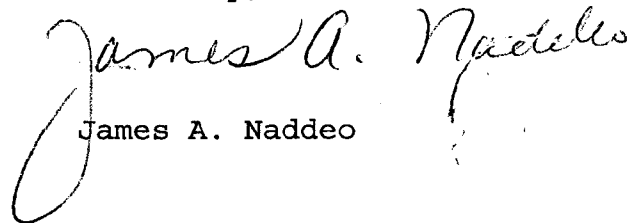
S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Re: Rishel Enterprises vs.  
David B. Snyder, et al.

Dear Casey:

My client accepts the proposal made in your letter dated November 10, 2004. I am enclosing the key. Please do not deliver the key to Mr. Snyder until the funds have been deposited into an escrow account.

Sincerely,

  
James A. Naddeo

JAN/jlr

Enclosure

cc: Rishel Enterprises

EXHIBIT "C"

**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Nicole Hanak Bankovich  
S. Casey Bowers

April 28, 2005

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Re: Rishel v. Snyder

Dear Jim:

I regret to inform you that the Rishels have yet again excluded Mr. Snyder and his workers from the subject property. Mr. Snyder was in the process of removing marked timber in accordance with the offer and settlement that the Rishels accepted by your letter dated November 16, 2004.

Be advised, that Mr. Snyder has authorized me to file a Petition to Enforce Settlement if access is not granted within 7 days of the date of this letter. Further, we will seek reasonable attorney's fees incurred in connection with the filing of said Petition. Kindly advise as to how the Rishels wish to proceed.

Sincerely,



S. Casey Bowers

SCB/bab  
cc: David Snyder

#19

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant	*	

**ANSWER TO MOTION TO ENFORCE SETTLEMENT**

AND NOW comes the Plaintiff, RISHEL ENTERPRISES, INC.,  
by and through its attorney, James A. Naddeo, Esquire, and sets  
for the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Denied. On the contrary it is alleged that Rishel  
received \$130,000.00 for the timber. It is admitted, however,  
that the sum of \$7,217.00 was in excess of the amount received  
by Rishel in that said timber had been unlawfully converted by  
Snyder.

7. It is admitted that Snyder began harvesting the subject timber subsequent to the settlement entered into between the parties. After reasonable investigation, Rishel is unable to determine the date upon which Snyder re-entered the Rishel property, and strict proof thereof is demanded.

8. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

9. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

10. Admitted.

11. Admitted.

12. Denied. On the contrary, it is alleged that Rishel videotaped the trees harvested by Snyder which were substandard and that Snyder's counsel was aware of the videotape by virtue of a telephone discussion held on May 13, 2004, between counsel for Snyder and counsel for Rishel, which discussion was memorialized by letter dated May 14, 2004, a copy of which is attached hereto as Exhibit "A".

13. It is admitted that the parties agreed that Snyder would hire an independent forester to measure and mark all trees on the property that were 12 DBH and greater. In further answer thereto, it was also agreed that the forester was to ascertain the

number of substandard trees cut by Snyder and to place a value on the substandard timber.

14. Admitted in so far as it states that Snyder retained Todd Wilcox of Land & Mapping Services to measure and mark the subject trees. After reasonable investigation Rishel does not have knowledge sufficient to ascertain the rate at which Snyder paid Wilcox for his services, and strict proof thereof is demanded.

15. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

16. It is admitted that Rishel has continued to exclude Snyder's contract loggers from the subject property, but in further answer thereto it is alleged that Rishel has never been informed that the marking of the trees had been completed nor has Rishel received a report as to the amount and value of the substandard trees cut by Snyder.

17. Admitted as stated, but in further answer thereto Rishel incorporates its answer to Paragraph 16 by reference and makes it a part hereof.

18. Admitted as stated, but in further answer thereto Rishel incorporates its answer to Paragraph 16 by reference and makes it a part hereof.

19. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

20. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

Respectfully submitted,



James A. Naddeo, Esquire  
Attorney for Plaintiff



**JAMES A. NADDEO**  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS


(814) 765-1601  
FAX: (814) 765-8142  
naddeolaw@iqnetsys.net

May 14, 2004

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Re: Rishel Enterprises vs.  
David B. Snyder, et al.

Dear Casey:

I thought I should memorialize the telephone discussion we had on May 13th. I received a call from Jim Rishel on May 13th. Mr. Rishel was very upset. He claims that Mr. Snyder has been harvesting trees which are substandard in size. Mr. Rishel has measured and videotaped the logs that he discovered on his property. I have instructed him to also videotape the stumps. 

I hope there is a reasonable explanation to be offered by Mr. Snyder. Please discuss this matter with him. I look forward to hearing from you.

Sincerely,


James A. Naddeo

JAN/jlr

cc: Rishel Enterprises

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared Kenneth K. Rishel, who being duly sworn according to law, deposes and states that he is the President of Rishel Enterprises, Inc., and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Answer to Petition are true and correct to the best of his knowledge, information and belief.

  
Kenneth K. Rishel

SWORN and SUBSCRIBED before me this 14th day of October, 2004.

Jennifer L. Royer

Notarial Seal

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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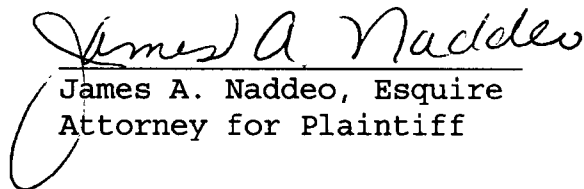
No. 03 - 926 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Answer to Motion to Enforce Settlement filed in the above-captioned action was served on the following person and in the following manner on the 15<sup>th</sup> day of October, 2004:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**JAMES A. NADDEO**

ATTORNEY AT LAW

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

---

CA

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,

Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,

Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**MOTION TO ENFORCE  
SETTLEMENT**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

FILED

m 19:34  
SEP 20 2004

icc  
Amy Bowers

William A. Shaw  
Prothonotary/Clerk of Courts

#15

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

RISHEL ENTERPRISES,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**MOTION TO ENFORCE SETTLEMENT**  
**FILED ON BEHALF OF DAVID B. SNYDER**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, and presents the following Motion to Enforce Settlement:

1. On or about June 28, 2003, Plaintiff, RISHEL ENTERPRISES ("Rishel") filed a Complaint against Defendant seeking money damages relative to Defendant's alleged conversion of Rishel's timber.

2. Defendant, DAVID B. SNYDER ("Snyder"), filed an Answer and Counterclaim on or about August 22, 2003.

3. On or about April 20, 2004, Rishel and Snyder executed a written Settlement Agreement under the terms of which Snyder was paid Rishel the sum of \$7,217.00. This amount represents the fair market value of the allegedly undersized timber harvested by Snyder,

together with Rishel's forester costs. A true and correct copy of the Settlement Agreement is attached hereto and marked as Exhibit "A".

4. As per terms of this Settlement Agreement, Rishel granted Snyder the right to harvest the remaining trees 12 inches DBH and greater from Rishel's property.

5. Snyder paid Rishel \$7,217.00 as per the terms of the attached agreement.

6. This amount is over and above the \$140,000.00 Snyder originally paid for the timber.

7. In early May, 2004, Snyder began harvesting the subject timber.

8. Snyder instructed his contract loggers only to cut trees that were 12 inches DBH and greater.

9. Snyder further instructed his contract loggers to measure each and every tree before harvesting same.

10. On or about May 14, 2004, Rishel claimed that Snyder's contract loggers had cut and/or removed undersized logs in violation of the Settlement Agreement.

11. Rishel subsequently excluded Snyder and his contract loggers from the subject property.

12. Rishel has yet to provide documentation to support its claim as set forth in Paragraph 10 herein.

13. In an effort to resolve this matter, the parties agreed that Snyder would hire an independent forester to measure and mark all trees on the property that were 12 DBH and greater.

14. Snyder retained Todd Wilcox of Land and Mapping Services at a rate of \$55.00 per hour to measure and mark the subject trees.

15. Mr. Wilcox has measured and marked a substantial number of the subject trees.

16. Rishel, nonetheless, has continued to exclude Snyder's contract loggers from the subject property.

17. By letter dated September 2, 2004, your undersigned requested permission from Rishel allowing Snyder to enter the subject property and harvest the subject trees. A true and correct copy of this letter is attached hereto and marked as Exhibit "B".

18. To date, Rishel has failed to respond to the above request.

19. Snyder has been required to employ a forester at the rate of \$55.00 per hour to seek enforcement of the Settlement Agreement.

20. Snyder has been required to employ counsel at the rate of \$100.00 per hour to seek enforcement of the Settlement Agreement.

WHEREFORE, Defendant, David B. Snyder, respectfully requests your Honorable Court to issue a rule upon Plaintiff, Rishel Enterprises, Inc., to show cause why:

(a) Rishel should not be ordered to grant Snyder and his contract loggers full access to the subject property for purposes of harvesting the subject trees;

(b) Rishel should not be ordered to pay fees and costs incurred by Snyder relative to the enforcement of the settlement agreement; and



(c) Any additional relief this Court deems just and equitable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

S. Casey Bowers  
Attorney for Defendant

## **AGREEMENT OF SETTLEMENT**

**THIS AGREEMENT**, made and entered into this 20 day of April, 2004, by and between **DAVID B. SNYDER**, an adult individual of R.D. #3, Box 331, Reynoldsville, Pennsylvania, hereinafter referred to as "SNYDER",

-AND-

**RISHEL ENTERPRISES, INC.**, a Pennsylvania corporation, with a mailing address of \_\_\_\_\_, Pennsylvania, hereinafter referred to as the "RISHEL".

### **Background**

The parties are currently involved in litigation in the Court of Common Pleas of Clearfield County, Pennsylvania, at Docket No. 03-926-CD. As a result of pre-trial negotiations, the parties have agreed to a settlement and therefore desire to document the terms of the settlement in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Snyder agrees to pay Rishel the sum of Seven Thousand Two Hundred Seventeen and 00/100 (\$7,217.00) Dollars. Such payments shall be in full satisfaction of all Rishel's claims related to the past cutting of allegedly undersized timber on the Rishel property. Said payment shall be made no later than ten (10) days after the execution of this Agreement by Rishel.

2. Snyder will remove all trees greater than 12 inches DBH from the areas of the Rishel property situate in Pike and Penn Townships that were not previously timbered by Snyder. The said Rishel property is more fully described in Exhibit "A" attached hereto.

3. Snyder will harvest the remaining trees north of Route 879 first so as to not interfere with any active mining activity on the Rishel property. Snyder will insure that all of his contract loggers will be properly trained in the event that they are still logging while mining operations are active on the Rishel property.

4. Snyder will endeavor to remove the remaining trees as expeditiously as practical. In any event, all timbering operations shall be complete within two hundred forty (240) days of the execution of this Agreement by Rishel.

5. Snyder will not remove any trees from a certain railroad right-of-way of known as the Rails to Trails property having various widths from 50 feet to 150 feet. Rishel will ensure this area is marked or otherwise made known to Snyder.

6. Snyder shall be entitled to remove logs previously cut by Snyder's contract loggers from the Rishel property pursuant to prior timber agreements made among and between Rishel, Snyder and James Swatsworth.

7. Rishel shall allow Snyder full access to the Rishel property so as not to interfere with his rights and obligations as set forth herein.

8. This Agreement may not be amended or modified except in a writing signed by both parties.

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

WITNESSES:

\_\_\_\_\_ David B Snyder (SEAL)  
David B. Snyder

RISHEL ENTERPRISES, INC., by:

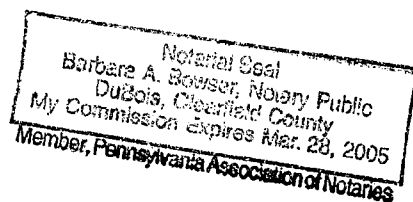
Jan M. St... / [Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
SS.

On this, the 7<sup>th</sup> day of April, 2004, before me the  
undersigned officer, a notary public, personally appeared DAVID B.  
SNYDER, 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 purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

Barbara A. Bousier  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS.

On this, the 20th day of April, 2004, before me the undersigned officer, a notary public, personally appeared Kenneth K. Rishel who is the President of RISHEL ENTERPRISES, INC., and by virtue and in pursuance of the authority thereby vested in him, acknowledged the foregoing to be the act and deed of RISHEL ENTERPRISES, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer L. Royer  
Notary Public

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

## **EXHIBIT "A"**

Parcels of land situate in the Townships of Pike and Penn, County of Clearfield and Commonwealth of Pennsylvania, conveyed to Rishel Enterprises, Inc., by deed of Harbison-Walker Refractories Company (formerly Indresco, Inc.) by deed dated July 21, 1997, and recorded in Deed Book Vol. 1867, p. 467.

### **Excepting and reserving the following parcels:**

(1) ALL of the right, title and interest, if any, the Grantor may have in and to that part of the Clearfield County Rails to Trails, Clearfield to Grampian trail, being 25 feet on either side of the center line of the Clearfield to Grampian trail for a total width of 50 feet, which trail traverses those parcels of land of the Grantor assessed in Clearfield County in Pike Township as #126-G10-9 and in Penn Township as #125-G10-17.

Being the same premises conveyed to Clearfield County Rails to Trails Association by deed of Rishel Enterprises, Inc., dated October 23, 2002, and recorded as Clearfield County Instrument No. 200217818.

(2) ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING at a point in the center line of Township Road T-469, said point being on the northeastern line of lands of Preston and Mary K. Michael as described in Deed Book 730, page 487, said point being the southwest corner of the parcel herein conveyed and running; thence along the northeastern line of lands of Preston and Mary K. Michael North 45 degrees 00 minutes 39 seconds West passing through a 3/4 inch rebar (set) at a distance of 48.50 feet and continuing on for a total distance of 466.44 feet to a point, said point being on the southern line of lands of Clearfield County Rails to Trails Association as recorded in Deed Book 1489, page 29, said point being South 45 degrees 00 minutes 39 seconds East a distance of 14.99 feet from a railroad rail (found); thence along the southern line of lands of the Clearfield County Rails to Trails Association the following courses and distances: along the arc of a circle curving to the right the chord of said arc running North 42 degrees 26 minutes 17 seconds East a distance of 266.70 feet to a point; along the arc of a circle curving to the right the chord of said arc running North 70 degrees 24 minutes 28 seconds East a distance of 303.54 feet to a point; along the arc of a circle curving to the right the chord of said arc running North 85 degrees 18 minutes 52 seconds East a distance of 267.99 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 89

degrees 52 minutes 57 seconds East a distance of 326.16 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 85 degrees 09 minutes 26 seconds East a distance of 304.20 feet to a point, said point being South 25 degrees 19 minutes 28 seconds West a distance of 21.20 feet for a 3/4 inch rebar (set); thence through lands of Rishel Enterprises, Inc., for a new subdivision line South 25 degrees 19 minutes 28 seconds West passing through a 3/4 inch rebar (set) at a distance of 409.00 feet and continuing on for a total distance of 426.14 feet to a point in the center line of Township Road T-469; thence along the center line of Township Road T-469 the following courses and distances: North 74 degrees 28 minutes 23 seconds West a distance of 225.77 feet to a point; North 78 degrees 46 minutes 52 seconds West a distance of 101.12 feet to a point; South 89 degrees 35 minutes 31 seconds West a distance of 102.47 feet to a point; South 71 degrees 19 minutes 12 seconds West a distance of 114.84 feet to a point; South 57 degrees 54 minutes 25 seconds West a distance of 105.87 feet to a point; South 45 degrees 50 minutes 35 seconds West a distance of 123.63 feet to a point; South 47 degrees 32 minutes 26 seconds West a distance of 100.00 feet to a point; South 44 degrees 24 minutes 15 seconds West a distance of 100.00 feet to a point and place of beginning. Containing 11.21 acres and known as Parcel 1 of the Rishel Subdivision dated September 26, 2002, and shown on map prepared by Curry and Associates and filed with the Recorder's Office to Map File No. 2654 and Instrument No. 200218066.

Being the same premises to Shawn L. and Melissa A. Bloom by deed of Rishel Enterprises, Inc., dated November 6, 2002, and recorded as Clearfield County Instrument No. 200218067.

(3) ALL that certain parcel or tract of land situated in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING at a p.k. nail (set) on the center line of Township Road T-476 (also known as Sixth Street Extension), said nail being on the northern line of lands of James P. and Eunice P. Seger as described in Deed Book 1814, page 223, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern line of lands of James P. and Eunice P. Seger North 65 degrees 14 minutes 24 seconds West for a distance of 834.30 feet to a 1" pin in stones (found), said pin being the northwest corner of lands of James P. and Eunice P. Segar and being on the eastern line of lands of Clement and Betty Ann Keiser as described in Deed Book 572, page 78; thence along the eastern line of lands of Clement and Betty Ann Keiser North 24 degrees 45 minutes 36 seconds East passing through a 3/4 inch rebar (set) at a distance of 1238.46 feet and continuing on for a total distance of 1263.46 feet to a 3/4 inch rebar (set), said rebar being on

the southern line of lands of Albert R. Walburn and William Walburn as recorded in Deed Book 547, page 116, said rebar being inside the rights of way of Township Road T-476; thence along the southern line of lands of Albert R. Walburn and William Walburn North 89 degrees 45 minutes 36 seconds East for a distance of 10.36 feet to a p.k. nail (set), said nail being on the center line of Township Road T-476; thence along the center line of Township Road T-476 the following courses and distances: along the arc of a circle curving to the left the chord of said arc running South 10 degrees 43 minutes 39 seconds East for a distance of 95.00 feet to a point; still along the arc of a circle curving to the left the chord of said arc running South 26 degrees 25 minutes 02 seconds East for a distance of 97.42 feet to a point; South 34 degrees 21 minutes 41 seconds East for a distance of 104.60 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 28 degrees 08 minutes 25 seconds East for a distance of 184.84 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 16 degrees 01 minutes 49 seconds East for a distance of 175.00 feet to a point; along the arc of a circle curving to the left the chord of said arc running South 09 degrees 44 minutes 21 seconds East for a distance of 153.78 feet to a point; along the arc of a circle curving to the left the chord of said arc running South 14 degrees 34 minutes 30 seconds East for a distance of 172.77 feet to a point; South 17 degrees 08 minutes 01 seconds East for a distance of 200.60 feet to a point; South 19 degrees 46 minutes 41 seconds East for a distance of 139.79 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 02 degrees 36 minutes 52 seconds East for a distance of 80.85 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 31 degrees 29 minutes 20 seconds West for a distance of 80.00 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 53 degrees 08 minutes 12 seconds West a distance of 105.96 feet to a point; South 64 degrees 01 minutes 50 seconds West for a distance of 100.67 feet to a p.k. nail (set) and place of beginning.

Containing 17.4 acres, and being Parcel Number 1 of the Rishel Subdivision as shown on map prepared by Curry & Associates dated May 21, 2003, and filed with the Recorder's Office to Instrument No. 200322346.

Being the same premises conveyed to Thomas R. Shaffer and Lisa K. Shaffer husband and wife by deed of Rishel Enterprises, Inc., dated December 8, 2003, and recorded as Clearfield County Instrument No. 200322358.



The above description notwithstanding, timbering activities pursuant to this Agreement shall be limited to all acreage south of State Route 879 and all acreage north of State Route 879 that is west of Bigler Run and Fenton Run as per the contract between Swatsworth Logging and David B. Snyder dated October 9, 2002.

**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Nicole Hanak Bankovich  
S. Casey Bowers

**September 2, 2004**

James A. Naddeo, Esq.  
207 East Market Street  
P. O. Box 552  
Clearfield, PA 16830

Re: Rishel Enterprises  
vs. David B. Snyder, et al.

Dear Jim:

It is my understanding that Todd Wilcox has finished marking all the applicable trees on the Rishel property that lie South of Route 879. As we agreed, only trees 12 inches DBH and greater were marked. It is also my understanding that, if they have not done so already, the Rishels will soon meet with Mr. Wilcox and provide him access to the portions of the property lying North of 879.

Mr. Snyder would like to begin harvesting the marked trees. Kindly advise as to whether your clients are agreeable to Mr. Snyder's entry onto the property for purposes of harvesting the marked trees.

Sincerely,

S. Casey Bowers

SCB/eh

cc: David B. Snyder

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

RISHEL ENTERPRISES,  
Plaintiff

vs.

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING :  
CO., :  
Additional Defendant :

**ORDER OF COURT**

AND NOW, this 22<sup>ND</sup> day of September, 2004, upon  
consideration of the within Motion to Enforce Settlement that a rule is  
entered upon the Plaintiff, RISHEL ENTERPRISES, to show cause why  
the within Motion should not be granted.

Rule returnable for hearing on the 15 day of Nov.,  
2004, at 9:30 o'clock A.m., at the Clearfield County Courthouse,  
~~Clearfield~~  
~~Brookville~~, Pennsylvania.

BY THE COURT:

Paul E Cherry

FILED<sup>icc</sup>  
#13:53:54  
SEP 22 2004  
Atty Bowers

William A. Shaw  
Prothonotary Clerk of Courts

#18

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

RISHEL ENTERPRISES,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2004, upon  
consideration of the Motion of DAVID B. SNYDER and hearing thereon,

IT IS HEREBY ORDERED AND DECREED that the relief sought  
in Defendant's Motion to Enforce Settlement is granted.

Plaintiff, Rishel Enterprises, Inc., is hereby ordered to grant  
Defendant, David B. Snyder, and his contract loggers, full access to the  
subject property for the purposes of harvesting timber therefrom.

IT IS FURTHER ORDERED that Plaintiff shall pay Defendant's  
reasonable costs and fees in the amount of \$\_\_\_\_\_.

Said amount shall be submitted to Defendant's counsel no later than thirty (30) days after the date of this order.

BY THE COURT:

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( ) ( )

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

RISHEL ENTERPRISES INC.

V.

DAVID B. SNYDER, an individual

V.

JAMES R. SWATSWORTH, al

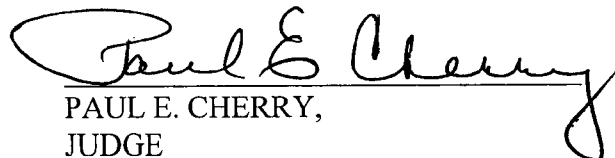
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NO. 03-926-CD

**ORDER**

AND NOW, this 21<sup>st</sup> day of April, 2004, the Court having been notified by counsel for Plaintiff that a settlement has been reached in this matter, it is the ORDER of this Court that the parties provide to this Court an executed Settlement Agreement within ten (10) days of this date.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

FILED

APR 21 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

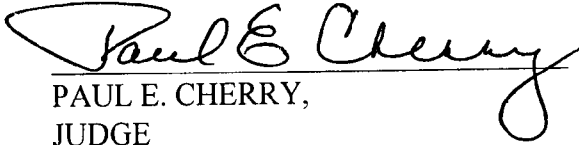
RISHEL ENTERPRISES, INC.	:	
	:	
V.	:	
	:	
DAVID SNYDER, an individual	:	NO. 03-926-C.D.
	:	
V.	:	
	:	
JAMES R. SWATSWORTH, al.	:	

**AMENDED ORDER**

AND NOW, this 28th day of January, 2004, following Pre-Trial Conference, it is  
the ORDER of this Court:

1. The Discovery deadline in this case for all Answers to written Discovery and/or Depositions shall be by and no later than March 22, 2004.
2. Non-Jury Trial in this matter is scheduled for April 21, 2004, at 9:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.
3. Motions shall be filed by and no later than thirty (30) days prior to the commencement of trial.
4. The parties shall mark all Exhibits for trial in advance of trial to speed introduction of Exhibits.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

**FILED**

JAN 28 2004

William A. Shaw  
Prothonotary/Clerk of Courts

#116

FILED

JAN 26 2004

William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.

V.

DAVID SNYDER, an individual

V.

JAMES R. SWATSWORTH, al.

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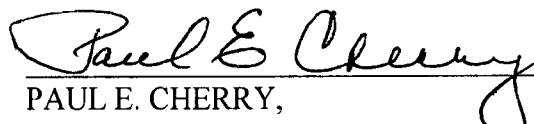
NO. 03-926-C.D.

**ORDER**

AND NOW, this 23<sup>rd</sup> day of January, 2004, following Pre-Trial Conference, it is  
the ORDER of this Court:

1. The Discovery deadline in this case for all Answers to written Discovery and/or Depositions shall be by and no later than March 22, 2004.
2. Non-Jury Trial in this matter is scheduled for April 22 and 23, 2004, at 9:00 A.M. in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.
3. Motions shall be filed by and no later than thirty (30) days prior to the commencement of trial.
4. The parties shall mark all Exhibits for trial in advance of trial to speed introduction of Exhibits.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE



CA

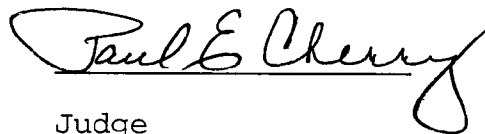
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RISHEL ENTERPRISES, INC. :  
VS. : NO. 03-926-CD  
DAVID B. SNYDER, an individual:  
VS. :  
JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING COMPANY :

O R D E R

NOW, this 6th day of January, 2004, this being the date set for Call of the Civil Jury Trial List; upon agreement of counsel for both Plaintiff and Defendant, it is the ORDER of this Court that the Court Administrator is hereby directed to remove the above-captioned case from the Civil Jury Trial List and transfer same to the Civil Non-Jury Trial List.

BY THE COURT,

  
Judge

FILED

JAN 08 2004

PROCLAMATION  
PROCLAMATION

14



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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant

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No. 03 - 926 - CD

PRAECIPE TO LIST FOR TRIAL

TO THE PROTHONOTARY:

Please place the above-captioned matter on the next list  
for trial. In support thereof I certify the following:

1. There are no Motions outstanding.
2. Discovery has been completed and the case is ready  
for trial.
3. The case is to be heard jury.
4. Notice of the Praecipe has been given to opposing  
counsel.
5. The time for trial is estimated at two (2) days.



James A. Naddeo, Esquire  
Attorney for Plaintiffs

Date: November 17, 2003

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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No. 03 - 926 - CD

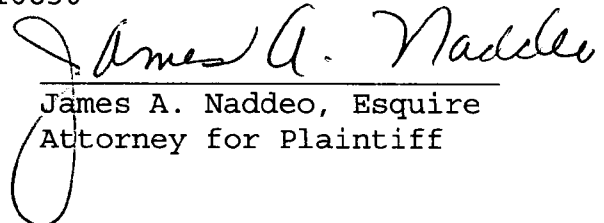
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praecipe to List for Trial filed in the above-captioned action was served on the following persons and in the following manner on the 17th day of November, 2003:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Chris A. Pentz, Esquire  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**JAMES A. NADDEO**

ATTORNEY AT LAW

211 1/2 EAST LOCUST STREET

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant.	*	


**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that true and correct copies of Plaintiff's Answers to Defendant Snyder's Interrogatories and Plaintiff's Answer to Defendant Snyder's Request for Production of Documents in the above-captioned action were served on the following person and in the following manner on the 4th day of November, 2003:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Chris A. Pentz, Esquire  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830





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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**PRAECIPE**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

FILED

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William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**PRAECIPE**

TO THE PROTHONOTARY:

Kindly amend the caption in the above matter to read as follows:

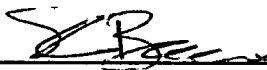
Rishel Enterprises, Inc.,
Plaintiff
vs.
David B. Snyder, an individual,
Defendant
vs.
James R. Swatsworth, t/d/b/a
Swatsworth Logging Co.,
Additional Defendant

Please note that written consents to this amendment have been  
executed by counsel for Plaintiff and counsel for Additional Defendant

Swatsworth. The said consents are attached hereto and marked as Exhibits "A" and "B", respectively.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for David B. Snyder

SEP 15 2011


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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**CONSENT**

The undersigned consents to the amendment of the caption in  
this matter to read as follows:

Rishel Enterprises, Inc.,  
Plaintiff  
vs.  
David B. Snyder, an individual,  
Defendant  
vs.  
James R. Swatsworth, t/d/b/a  
Swatsworth Logging Co.,  
Additional Defendant

  
James A. Naddeo, Esq.  
Attorney for Plaintiff

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,

Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,

Additional Defendant

**CONSENT**

The undersigned consents to the amendment of the caption in  
this matter to read as follows:

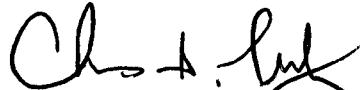
Rishel Enterprises, Inc.,  
Plaintiff

vs.

David B. Snyder, an individual,  
Defendant

vs.

James R. Swatsworth, t/d/b/a  
Swatsworth Logging Co.,  
Additional Defendant



Chris A. Pentz, Esq.  
Attorney for Additional Defendant

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**NOTICE OF SERVICE**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

FILED

OCT 06 2003

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William A. Snow

Prothonotary Clerk of Courts

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

RISHEL ENTERPRISES,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**NOTICE OF SERVICE OF INTERROGATORIES**  
**DIRECTED TO PLAINTIFFS AND**  
**REQUEST FOR PRODUCTION OF DOCUMENTS**

This is to certify that on the 3<sup>d</sup> day of October, 2003, I mailed an original and two copies of Defendant, David B. Snyder's Interrogatories Directed to Plaintiff, Rishel Enterprises, Inc., and an original and two copies of Request for Production of Documents by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 Locust Street  
P. O. Box 552  
Clearfield, PA 16830

One copy to:

Wayne A. Kablack, Esq.  
Simpson Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15701

Chris A. Pentz, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830



---

S. Casey Bowers  
Attorney for Defendant,  
David B. Snyder





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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant

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No. 03 - 926 - CD

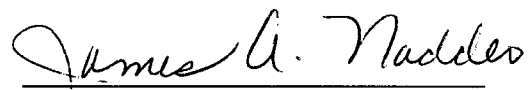
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of David B. Snyder in the above-captioned action was served on the following persons and in the following manner on the 1st day of October, 2003:

**First-Class Mail, Postage Prepaid**

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Chris A. Pentz, Esquire  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**JAMES A. NADDEO**

ATTORNEY AT LAW

211 1/2 EAST LOCUST STREET

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

---



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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant

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No. 03 - 926 - CD

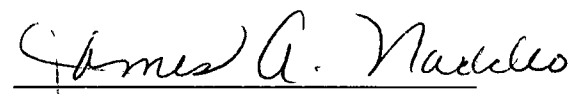
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of James R. Swatsworth in the above-captioned action was served on the following persons and in the following manner on the 1st day of October, 2003:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Chris A. Pentz, Esquire  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**JAMES A. NADDEO**

ATTORNEY AT LAW

211½ EAST LOCUST STREET

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

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In The Court of Common Pleas of Clearfield County, Pennsylvania

RISHEL ENTERPRISES INC.

VS.

SNDYER, DAVID B. -VS- JAMES R. SWATSWORTH t/d/b/a

COMPLAINT TO JOIN ADDITIONAL DEFENDANT

Sheriff Docket #

14464

03-926-CD

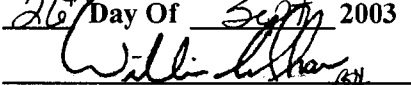
**SHERIFF RETURNS**

NOW AUGUST 29, 2003 AT 11:32 AM SERVED THE WITHIN COMPLAINT TO JOIN ADDITIONAL DEFENDANT ON JAMES R. SWATSWORTH t/d/b/a SWATZWORTH LOGGING CO., DEFENDANT AT RESIDENCE, RR#2 BOX 145, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RODNEY SWATSWORTH, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT TO JOIN ADDITIONAL DEFENDANT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**


Cost	Description
22.69	SHERIFF HAWKINS PAID BY: ATTY CK# 12905
10.00	SURCHARGE PAID BY: ATTY CK# 12902

Sworn to Before Me This

26<sup>th</sup> Day Of Sept 2003  


WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

  
Chester A. Hawkins  
Sheriff

**FILED**  
SEP 26 2003  
019:36

William A. Shaw  
Prothonotary, Clerk of Courts





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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	

**ANSWER TO COUNTERCLAIM**

AND NOW comes the Plaintiff, RISHEL ENTERPRISES, INC.,  
by and through its attorney, James A. Naddeo, Esquire, and sets  
for the following:

22. Admitted.

23. Admitted.

24. Admitted as stated. In further answer thereto, it  
is alleged that the agreement between Rishel Enterprises, Inc.,  
and James R. Swatsworth states as follows:

"Diameter of trees to be cut shall be no less  
than twelve (12) inches chest high."

25. Denied. After reasonable investigation Plaintiff  
is without knowledge or information sufficient to form a belief as  
to the truth of said averment.

26. Denied. After reasonable investigation Plaintiff  
is without knowledge or information sufficient to form a belief as  
to the truth of said averment.

27. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

28. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto it is believed that someone commenced harvesting timber from the property owned by Plaintiff as early as October 2002.

29. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto it is believed that someone was harvesting timber from the property owned by Plaintiff as late as June 10, 2003.

30. Denied. On the contrary it is alleged that Plaintiff discovered that David B. Snyder or persons acting through the said David B. Snyder had been removing timber from Plaintiff's property which was smaller than 12" chest high, at which time Plaintiff directed Defendant David B. Snyder to discontinue the harvesting of timber from Plaintiff's property on or about June 10, 2003, until such time as Plaintiff could determine the amount and value of timber removed from Plaintiff's property which was not 12" in diameter chest high.


31. States a conclusion to which no answer is required. To the extent that an answer may be required, Plaintiff

incorporates its answer to Paragraph 30 of Defendant's Counterclaim by reference and makes it a part hereof.

32. States a conclusion to which no answer is required. To the extent that an answer may be required, it is denied that Defendant David B. Snyder suffered any harm and to the contrary, it is alleged that Plaintiff has been damaged by Defendant David B. Snyder's harvesting of trees from the Plaintiff's property, the size of which was less than 12" chest high.


WHEREFORE, Plaintiff respectfully requests that the Court deny Defendant's prayer for relief.

Respectfully submitted,

  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared KENNETH K. RISHEL, who being duly sworn according to law, deposes and states that he is the President of Rishel Enterprises, Inc., and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Answer and Counterclaim are true and correct to the best of his knowledge, information and belief.

  
Kenneth K. Rishel

SWORN and SUBSCRIBED before me this 2nd day of September, 2003.

*Jennifer L. Royer*

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

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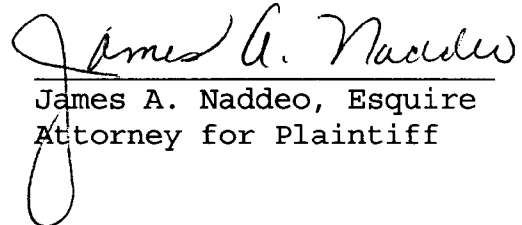
No. 03 - 926 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Plaintiff's Answer to Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 5th day of September, 2003:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

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55

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant	*	

**ANSWER TO COMPLAINT**  
**TO JOIN ADDITIONAL DEFENDANT**

AND NOW comes the Additional Defendant, James R. Swatsworth, t/d/b/a Swatsworth Logging Co., by and through his attorney, Chris A. Pentz, Esquire, and sets for the following:

1. Admitted.
2. Admitted
3. Admitted.
4. Admitted.

COUNT I

Breach of Warranty

David B. Snyder, Plaintiff  
vs. James R. Swatsworth, t/d/b/a  
Swatsworth Logging Co., Defendant

5. Admitted.
6. Admitted.



7. States a conclusion to which no answer is required. To the extent that an answer may be required, it is alleged that the contract speaks for itself.

8. Admitted.

9. No answer required.

10. Denied. On the contrary, it is alleged that the Additional Defendant supervised only that portion of the timber harvesting that he personally performed. In further answer thereto, it is alleged that all of the other persons contracted to harvest timber from the Plaintiff's property were hired, employed or otherwise contracted by Defendant David B. Snyder who is believed to have supervised the activities of those individuals.

11. Denied. In further answer thereto, Additional Defendant incorporates his answer to Paragraph 10 of original Defendant's Complaint by reference and makes it a part hereof.

WHEREFORE, Additional Defendant James R. Swatsworth respectfully requests that Count I of original Defendant's Complaint against him be dismissed.

## COUNT II

### Breach of Contract

David B. Snyder, Plaintiff  
vs. James R. Swatsworth, t/d/b/a

Swatsworth Logging Co., Defendant

12. Additional Defendant incorporates his answers to Paragraphs 1 through 11 of Count I of original Defendant's Complaint by reference and makes them a part hereof.

13. Admitted.

14. Denied as stated. To the contrary, it is alleged that original Defendant David B. Snyder made payments totaling \$130,000.00 to Rishel Enterprises, Inc., and an additional payment of \$10,000.00 to James R. Swatsworth, said payments totaling \$140,000.00.

15. Denied. On the contrary, it is alleged that original Defendant David B. Snyder together with various contract loggers acting under his supervision and direction began harvesting timber from the Plaintiff's property in October 2002.

16. Denied. On the contrary, it is alleged that original Defendant David B. Snyder together with various contract loggers acting under his supervision and direction harvested timber from the Plaintiff's property as late as June 10, 2003.

17. Denied. After reasonable investigation Additional Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

18. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is denied. After reasonable investigation Additional Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment. In further answer thereto, it is alleged that the agreement between original Defendant and Additional Defendant speaks for itself.

19. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied. In further answer thereto, it is alleged that the agreement between original Defendant and Additional Defendant speaks for itself.

20. Denied. After reasonable investigation Additional Defendant is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Additional Defendant James R. Swatsworth respectfully requests that Count II of original Defendant's Complaint against him be dismissed.

COUNT III

Unjust Enrichment

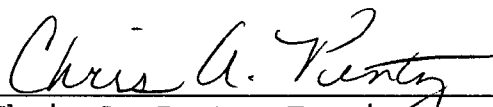
David B. Snyder, Plaintiff  
vs. James R. Swatsworth, t/d/b/a  
Swatsworth Logging Co., Defendant

21. Additional Defendant incorporates his answers to Paragraphs 1 through 20 of Counts I and II of original Defendant's Complaint by reference and makes them a part hereof.

22. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is denied and to the contrary it is alleged that any damage caused to the original Defendant David B. Snyder was a direct result of the conduct of David B. Snyder who directed his contract loggers to remove timber from the Plaintiff's property which was smaller than 12" in diameter chest high.

WHEREFORE, Additional Defendant James R. Swatsworth respectfully requests that Count III of original Defendant's Complaint against him be dismissed.

Respectfully submitted,

  
Chris A. Pentz, Esquire  
Attorney for Additional Defendant

COMMONWEALTH OF PENNSYLVANIA )

SS.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared JAMES R. SWATSWORTH, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer are true and correct to the best of his knowledge, information and belief.

  
James R. Swatsworth

SWORN and SUBSCRIBED before me this 2nd day of September, 2003.

*Jennifer L. Royer*

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant	*	

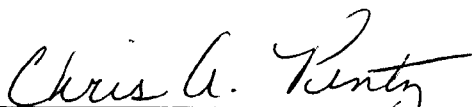
**CERTIFICATE OF SERVICE**

I, Chris A. Pentz, Esquire, do hereby certify that a true and certified copy of Answer to Complaint to Join Additional Defendant filed in the above-captioned action was served on the following persons and in the following manner on the 5<sup>th</sup> day of September, 2003:

First-Class Mail, Postage Prepaid

James A. Naddeo, Esquire  
211 1/2 East Locust Street  
P.O. Box 552  
Clearfield, PA 16830

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

  
Chris A. Pentz, Esquire,

CHRIS A. PENTZ  
ATTORNEY AT LAW

211 1/2 EAST LOCUST ST. P.O. BOX 5  
CLEARFIELD, PENNSYLVANIA 16830

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATZWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**COMPLAINT TO JOIN  
ADDITIONAL DEFENDANT**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

**FILED**

AUG 22 2003

William A. Shaw  
Prothonotary/Clerk of Courts

44



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

RISHEL ENTERPRISES,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATZWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**COMPLAINT TO JOIN ADDITIONAL DEFENDANT**  
**PURSUANT TO PA.R.C.P. 2252**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, who files this Complaint to Join Additional Defendant Pursuant to Pa.R.C.P. 2252, and in support thereof avers the following:

1. Plaintiff, RISHEL ENTERPRISES, INC., a Pennsylvania corporation, having its principal place of business located at 1229 Turnpike Avenue, Clearfield, Pennsylvania, 16830.
2. Defendant, DAVID B. SNYDER, is an adult individual who resides at R.R. #3, Box 331, Reynoldsville, Pennsylvania, 15851.
3. Additional Defendant, JAMES R. SWATSWORTH, t/d/b/a SWATSWORTH LOGGING CO., ("Swatsworth"), is an adult individual who resides at R.R. #2, Box 145, Curwensville, Clearfield County, Pennsylvania, 16833.

4. Plaintiffs instituted this action against Defendant, DAVID B. SNYDER, by Complaint filed on June 30, 2003, at the above term and number for the wrongful removal of timber from lands of Plaintiffs. A true and correct copy of Plaintiffs' Complaint is attached as Exhibit "A".

**COUNT I**

**Breach of Warranty**

**David B. Snyder, Plaintiff**

**vs.**

**James R. Swatsworth, t/d/b/a  
Swatsworth Logging Co., Defendant.**

5. On or about October 2, 2002, Plaintiffs entered into an agreement with Swatsworth for the sale of timber located on lands of Plaintiffs situated in Penn and Pike Townships, Clearfield County, Pennsylvania. A copy of this Agreement is attached and marked as Exhibit "B".

6. On or about October 9, 2002, Swatsworth and Defendant, David B. Rishel entered into an agreement for the sale of timber on Plaintiffs' land situate in Penn and Pike Townships, Clearfield County, Pennsylvania. A true and correct copy of this Agreement is attached and marked as Exhibit "C".

7. Under the terms of the October 9, 2002, agreement, Swatsworth guaranteed title to the timber subject to that agreement.

8. Plaintiff now alleges that Defendant, David B. Snyder, removed the trees from Plaintiff's lands that were not subject to either Agreement.

9. Defendant, David B. Snyder, denies the above allegations.

10. Swatsworth directed and supervised all timbering operations pursuant to both agreements.

11. If it is judicially determined that timber was wrongfully removed from Plaintiff's lands, said timber was removed under the express direction and supervision of Swatsworth.

WHEREFORE, Defendant, David B. Snyder, respectfully requests:

(a) Judgment in his favor together with costs and attorney's fees;

(b) Judgment that if there is any liability to Plaintiff, Additional Defendant, Swatsworth, is solely liable to Plaintiff;

(c) In the event the verdict is recovered by Plaintiff against Defendant, David B. Snyder, that Defendant, David B. Snyder may have a judgment over and against Additional Defendant, Swatsworth, by way of indemnification and/or contribution for the amount recovered by Plaintiff against Defendant together with costs and attorney's fees.

## **COUNT II**

### **Breach of Contract**

**David B. Snyder, Plaintiff**

**vs.**

**James R. Swatsworth, t/d/b/a**  
**Swatsworth Logging Co., Defendant.**

12. David B. Snyder realleges the averments set forth in the previous paragraphs of this Complaint as set forth in full.

13. Under the terms of the Swatsworth Agreement, David B. Snyder was required to make payments to Swatsworth totaling \$145,000.00 consisting of a down payment of \$40,000.00, 26 weekly

payments, 25 being in the amount of \$4,000.00, with the last payment being \$5,000.00.

14. David B. Snyder has made payments to Swatsworth totaling \$140,000.00 pursuant to the terms of the Swatsworth Agreement.

15. On or about November 15, 2003, David B. Snyder, together with various contract loggers began to harvest timber in accordance with the Swatsworth Agreement.

16. David B. Snyder and his contract loggers continued to harvest such timber until on or about May 15, 2003.

17. On or about May 15, 2003, without cause or provocation, Rishel ordered David B. Snyder and his contract loggers to discontinue all timber harvesting on lands owned by Rishel.

18. Rishel has intentionally and wrongfully excluded David B. Snyder and his contract loggers from the lands subject to the Swatsworth and Rishel Agreement since on or about May 15, 2003, and continues to so exclude David B. Snyder from said lands thus preventing him harvesting timber to which he is entitled by the terms of the Swatsworth Agreement.

19. Swatsworth has breached his contractual obligation to David B. Snyder by failing to provide David B. Snyder access to the lands subject to the Swatsworth Agreement.

20. As a direct result of Swatsworth's breach of contractual obligations, David B. Snyder will occur damages in excess of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars.

WHEREFORE, David B. Snyder respectfully requests this Honorable Court to enter a judgment in favor of David B. Snyder and against Rishel in an amount in excess of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars.

**COUNT III**

**Unjust Enrichment**

**David B. Snyder, Plaintiff**

**vs.**

**James R. Swatsworth, t/d/b/a  
Swatsworth Logging Co., Defendant.**

21. David B. Snyder realleges the averments set forth in the previous paragraphs of this Complaint.

22. Swatsworth has been unjustly enriched to the detriment of David B. Snyder as follows:

(a) By accepting \$140,000.00 in payments from David B. Snyder pursuant to the Swatsworth Agreement; and

(b) In not providing David B. Snyder access to the lands subject to the Swatsworth Agreement.

WHEREFORE, David B. Snyder respectfully requests this Court to enter judgment in favor of David B. Snyder and against Swatsworth in an amount of One Hundred Forty Thousand and 00/100

(\$140,000.00) Dollars, together with interest, costs of suit, attorney's fees and any additional relief this Court deems just and equitable.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

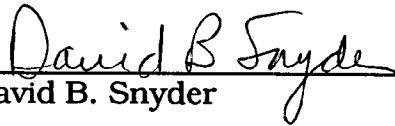
A handwritten signature in black ink, appearing to read 'S. Casey Bowers', written over a horizontal line.

S. Casey Bowers  
Attorney for David B. Snyder

**VERIFICATION**

I, DAVID B. SNYDER, verify that the statements in the foregoing COMPLAINT TO JOIN ADDITIONAL DEFENDANT are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

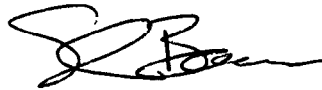
  
\_\_\_\_\_  
David B. Snyder

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 22<sup>nd</sup> day of August,  
2003, I mailed a copy of the within Complaint to Join Additional  
Defendant by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Grimmingers

Wayne A. Kablack, Esq.  
Simpson Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15801  
Counsel for Defendant Welkers



---

S. Casey Bowers



EXHIBIT "A"

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

RISHEL ENTERPRISES, INC.,	*		
Plaintiff	*		
	*		
vs.	*	No. 03 -	- CD
	*		
DAVID B. SNYDER, an	*		
individual,	*		
Defendant	*		

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 claim 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

RISHEL ENTERPRISES, INC.,	*		
Plaintiff	*		
	*		
vs.	*	No. 03 -	- CD
	*		
DAVID B. SNYDER, an	*		
individual,	*		
Defendant	*		

C O M P L A I N T

AND NOW comes the Plaintiff, RISHEL ENTERPRISES, INC.,  
by and through its attorney, James A. Naddeo, Esquire, and sets  
for the following:

1. That Plaintiff is Rishel Enterprises, Inc., a  
Pennsylvania corporation, having its principal place of business  
located at 1229 Turnpike Avenue, Clearfield, Pennsylvania 16830.

2. That Defendant is David B. Snyder, an individual,  
who resides at RR3 Box 331, Reynoldsville, Pennsylvania 15851.

3. That at all times referred to herein, Plaintiff  
was the owner of certain pieces or parcels of land located in  
Pike and Penn Townships, Clearfield County, Pennsylvania, more  
particularly described in Deed attached hereto as Exhibit "A".

COUNT I

4. That in October 2002, Plaintiff entered into an  
Agreement with James R. Swatsworth, t/d/b/a Swatsworth Logging

Co., for the sale of the timber upon the premises referred to in Paragraph 3 hereof which is incorporated herein by reference. The terms and conditions of that Agreement are substantially embodied in the document attached hereto as Exhibit "B".

5. It is believed and therefore averred that James R. Swatsworth, t/d/b/a Swatsworth Logging Co., entered into an Agreement with the Defendant, David B. Snyder, dated October 9, 2002, which Agreement purports to convey to the Defendant, David B. Snyder, the same timber that Plaintiff had agreed to sell to James R. Swatsworth, t/d/b/a Swatsworth Logging Co. A copy of the Agreement is attached hereto as Exhibit "C".

6. That on or about October 2002 Defendant, David B. Snyder, through his servants, employees, agents or assigns, entered upon Plaintiff's property as described in Paragraph 3 hereof and proceeded to harvest the timber on said property.

7. That Defendant, David B. Snyder, through his servants, employees, agents or assigns, removed timber from Plaintiff's property the size of which was less than 12" and up chest high, which conduct is in violation of the terms of the contract entered into between Plaintiff and James R. Swatsworth, t/d/b/a Swatsworth Logging Co., as well as the contract entered into between James R. Swatsworth, t/d/b/a Swatsworth Logging Co., and Defendant, David B. Snyder, as more fully appears from

those contracts attached hereto as Exhibits "B" and "C" respectively and incorporated herein by reference.

8. That the fair market value of the timber removed from Plaintiff's property by Defendant, David B. Snyder, in violation of the contracts attached hereto as Exhibits "B" and "C" respectively and incorporated herein by reference is \$938,746.66.

9. That Plaintiff has made demand upon the Defendant, David B. Snyder, to pay for the reasonable value of the timber referred to in Paragraph 8 hereof and incorporated herein by reference.

10. That Defendant, David B. Snyder, has failed and/or refused to pay Plaintiff for said timber.

WHEREFORE, Plaintiff claims damage from Defendant in the amount of \$938,746.66. JURY TRIAL DEMANDED.

#### COUNT II

11. That Paragraphs 1 through 10 of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

12. That the Defendant removed timber from Plaintiff's property referred to in Paragraph 3 hereof without the consent of Plaintiff.

13. That as a direct result of said conduct Plaintiff has or will incur the cost of a timber survey.

14. That Plaintiff claims damage from Defendant as provided by 42 Pa.C.S.A. §8311(a) et seq.

WHEREFORE, Plaintiff claims damages from Defendant in the amount of \$938,746.66 along with damages as provided by 42 Pa.C.S.A. §8311(a) et seq. JURY TRIAL DEMANDED.

COUNT III

15. That Paragraphs 1 through 10 of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

*limited*  
16. That subsequent to October 2002, Plaintiff discovered that Defendant, David B. Snyder, was removing trees from the premises referred to in Paragraph 3 hereof, which trees were not included in the contracts attached hereto as Exhibits "B" and "C" respectively.

17. That Plaintiff immediately gave notice to Defendant's servants, employees, agents or assigns that said persons should remove themselves immediately from Plaintiff's premises.

18. That the Defendant, David B. Snyder, through his servants, employees, agents or assigns, continued to conduct

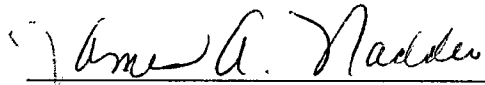
timbering activities upon the premises referred to in Paragraph 3 hereof.

19. That it is believed and therefore averred that the Defendant, David B. Snyder, through his servants, employees, agents or assigns, continued after due notice to remove timber from Plaintiff's property that was not subject to the terms of sale contained in the contracts attached hereto as Exhibits "B" and "C" respectively.

20. That as a direct result of said conduct Plaintiff has or will incur the cost of a timber survey.

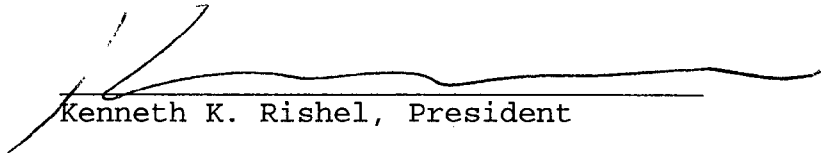
21. That by virtue of Defendant's conduct as described in Count III of this Complaint, Plaintiff claims damage from Defendant as provided by 42 Pa.C.S.A. §8311(a) et seq.

WHEREFORE, Plaintiff claims damages from Defendant in the amount of \$938,746.66 along with damages as provided by 42 Pa.C.S.A. §8311(a) et seq. JURY TRIAL DEMANDED.

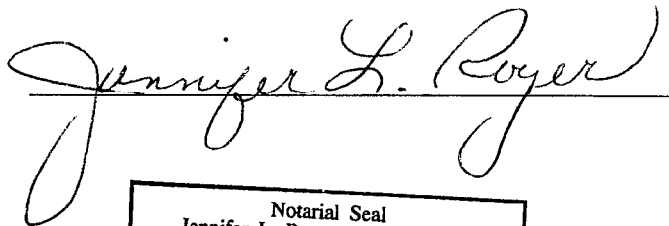
  
\_\_\_\_\_  
James A. Naddeo, Esquire  
Attorney for Plaintiff

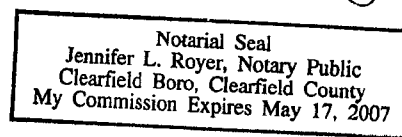
COMMONWEALTH OF PENNSYLVANIA    )  
  ss.  
COUNTY OF CLEARFIELD            )

Before me, the undersigned officer, personally appeared Kenneth K. Rishel, who being duly sworn according to law, deposes and states that he is the President of Rishel Enterprises, Inc., and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
Kenneth K. Rishel, President

SWORN and SUBSCRIBED before me this 19th day of June, 2003.







**SPECIAL WARRANTY DEED**  
By A Corporation

MADE the 21st day of July, 1997.

**BETWEEN HARBISON-WALKER REFRACTORIES COMPANY (formerly INDRESCO Inc.)**

a Corporation organized and existing under the laws of Delaware having its principal place of business at 600 Grant Street, Pittsburgh, Pennsylvania 15219 (hereinafter called "Grantor")

AND

RISHEL ENTERPRISES, INC., a Pennsylvania business corporation, with its principal office located at 1229 Turnpike Avenue, Clearfield County, Clearfield, Pennsylvania 16830 (hereinafter called "Grantee")

WITNESSETH, That the said Grantor in consideration of TWO HUNDRED TEN THOUSAND AND NO/100 (\$210,000.00) ..... Dollars, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell, and convey unto the said Grantee its heirs, executors, administrators, successors, and assigns forever;

Parcels of land, situate in the Townships of Pike and Penn, County of Clearfield, and Commonwealth of Pennsylvania, as described in the following conveyances:

**Parcel 1:**

As in Parts First, Fourth, and Fifth in conveyance from Harbison-Walker Mining to Harbison-Walker Refractories Company dated November 29, 1947 and recorded in Deed Book 389, Page 69 (described in attached Exhibit "A").

**SAVE AND EXCEPT** the portion described in the following Conveyances:

As described in conveyance from Harbison-Walker Refractories Company to Andrew McCall, et ux, dated August 13, 1948.

As described in conveyance from Harbison-Walker Refractories Company to Arthur J. Danvir, et ux, dated June 14, 1951.

As described in conveyance from Harbison-Walker Refractories Company to Boyd Barrett, et ux, dated June 14, 1951.

As described in conveyance from Harbison-Walker Refractories Company to Commonwealth of Pennsylvania, dated October 19, 1950.

As described in conveyance from Harbison-Walker Refractories Company to Frank R. Hepfer, et ux, dated December 8, 1947.

As described in conveyance from Harbison-Walker Refractories Company to Ralph V. Woodel, et ux, dated December 8, 1947.

As described in conveyance from INDRESCO Inc. to The Borough of Gramplan dated April 5, 1995.

As described in conveyance from Harbison-Walker Refractories Company to William E. Freernan, et ux, dated December 27, 1995 and recorded in Volume 1735, Page 379.

**Parcel 2:**

As in Part Number Ten in conveyance from The Clearfield Fire Brick Company, Limited to Harbison-Walker Refractories Company dated July 1, 1902, recorded in Deed Book 125, Page 291 (described in attached Exhibit "B").

**SAVE AND EXCEPT** the portion described in the following Conveyances:

As described in conveyance from Harbison-Walker Refractories Company to Charles Shubert, dated May 23, 1914.

As described in conveyance from Harbison-Walker Refractories Company to Ira Freedline, dated August 28, 1916.

As described in conveyance from Harbison-Walker Refractories Company to John Nicolson, dated October 21, 1909, recorded in Deed Book 180, Page 458.

As described in conveyance from Harbison-Walker Refractories Company to Lloyd Mahlon, dated July 29, 1921.

As described in conveyance from Harbison-Walker Refractories Company to Samuel Horn, dated March 20, 1915.

As described in conveyance from Harbison-Walker Refractories Company to W. Richal, dated March 5, 1919.

**Parcel 3:**

As in conveyance from Edward A. Irvin to Harbison-Walker Refractories Company, dated November 18, 1907, recorded in Deed Book 164, Page 545 (described in attached Exhibit "C").

**BEING** Tax Parcel Nos. 126-G10-000-00009, 125-G10-000-00017, and 125-G10-000-0012.

It is the intention of the Grantor herein to convey all of the coal and other minerals and, therefore, this conveyance is made **TOGETHER WITH** all of the coal, clay, and other minerals

which may be found in, under, and upon each of the parcels conveyed herein together with such coal and minerals as may be reserved to the Grantor or its predecessors in title under prior deeds of conveyance and which are described herein as adverse conveyances.

**EXCEPTING AND RESERVING** unto Grantor, its successors, assigns, and lessees all gas, oil, and associated liquid or gaseous hydrocarbons, together with all rights reasonably necessary to drill, extract, or remove said gas, oil, and associated liquid or gaseous hydrocarbons at such time as Grantor, its successors, assigns, or lessee may determine in accordance with customary industry standards.

**UNDER AND SUBJECT TO** an Oil and Gas Lease between Harbison-Walker Refractories, U.S. Division of Dresser Industries, Inc. (now assigned to Seller herein) to C. E. Beck, dated June 1, 1972, recorded at Misc. Book Vol. 171, page 83, Clearfield County, Pennsylvania. Grantor **RESERVES** unto Grantor, its successors and assigns, all interest in said lease, as amended and assigned.

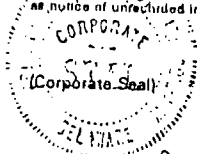
In the event the Grantor herein should, at any time in the future, wish to sell the gas, oil, and associated liquid or gaseous hydrocarbons in and under the above-described land together with existing wells, leases, and future production royalties, it shall give the first option to purchase the same to the Grantee or Grantee's assigns at the fair market value of the same. Grantee shall have 90 days after notice in writing from the Grantor in which to exercise the offer to purchase the same.

**EXCEPTING AND UNDER AND SUBJECT TO** all prior conveyances, reservations, exceptions, covenants, easements, rights-of-way, limitations, restrictions, and encroachments previously imposed, appearing of record, observable by an inspection of the premises or known to the Grantee.

Harbison-Walker Refractories Company was merged into Dresser Industries, Inc. On October 26, 1967, and a copy of said Agreement of Merger is recorded in the Records Office of Clearfield County, Pennsylvania, in Miscellaneous Book 145, Page 215; the above described Parcel 1 being part of Tract 064, Parcel 2 being Tract 002, Parcel D; and Parcel 3 being Tract 013 in the Deed from Dresser Industries, Inc. to INDRESCO Inc. Dated July 31, 1992, and recorded in the Records Office, Clearfield County, Pennsylvania in Deed Book 1514, at Page 532. INDRESCO Inc.'s name was changed to Harbison-Walker Refractories Company on October 31, 1995; said name change certificate being recorded in the Records Office, Clearfield County, Pennsylvania, in Volume 1735, Page 385.

With the appurtenances: **To Have and To Hold** the same to and for the use of the said Grantee, its heirs, executors, administrators, successors and assigns forever, and the Grantor, for its successors and assigns, hereby covenants and agrees that it will warrant specially 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. 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 not to be recorded in the manner provided in Section 1 of the Act of July 17, 1967, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)



IN WITNESS WHEREOF, The Grantor has caused its common and corporate seal to be affixed to these presents by the hand of its Vice President, and the same to be duly attested by its Assistant Secretary. Dated the day and year first above written.

Attest:

Kenneth C. Fernandez  
Assistant Secretary

HARBISON-WALKER REFRACOTORIES COMPANY

By   
William K. Brown, Vice President  
Minerals & Mining Operations

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 OR 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, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS OR ATTEST:

Rishel Enterprises, Inc.

By

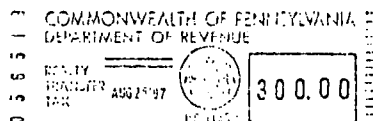
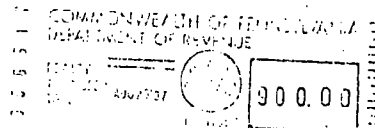
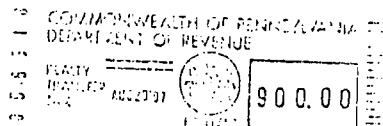


EXHIBIT "A"  
DEED BOOK 389, PAGE 69

All those certain tracts of land situate partly in the Township of Penn and partly in the Township of Pike, in the County of Clearfield, and state of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Known as the Widemire tract, situated in Penn Township, beginning at a post corner of Wall tract; thence by Kratzer tract north twenty and three fourth degrees west, seven perches to post; thence by same north five and one quarter degrees west, ninety seven and three tenth perches to red oak down; thence by Reed tract south eighty four degrees west, one hundred and sixty three and eight tenth perches to post; thence by Stronach south six and three quarter degrees east, fifty six perches to hemlock down; thence south eighty six and one quarter degrees west, twenty nine and two tenth perches to post; thence south six degrees east, forty four and six tenth perches to post; thence by dividing line north eighty six and three quarter degrees east, one hundred and ninety one perches to post and place of beginning, containing one hundred and twelve acres, more or less.

THE FOURTH THEREOF: Known as the smaller Kratzer tract, situated in Pike Township beginning at stones on line of Brink estate; thence north twenty four degrees west, sixty seven perches to a hemlock on line of Widemire tract; thence by same and Reed tract north eight degrees west, two hundred and twenty perches to a hemlock; thence north forty six degrees east by Reed, ninety perches to white oak; thence south forty four degrees east, twenty perches to chestnut, being the south corner of what was known as the John Wrigley tract; thence north forty six degrees east, thirty one perches to a post; thence south eight degrees east by the larger Kratzer tract, three hundred and six perches to post on lower line of same; thence by Bennett and Brink tract south sixty six degrees east, one hundred and ten perches, more or less, to stones and place of beginning, containing about two hundred acres and allowances, and being part of a larger tract of land warranted in the name of Micklin and Griffith.

THE FIFTH THEREOF: Known as the larger Kratzer tract, situated in Pike Township, beginning at a post, the northwest corner of the tract; thence by smaller Kratzer tract south eight degrees east, three hundred and six perches to a post on line of Bennett tract; thence along said line north sixty six degrees east, one hundred and fourteen perches, more or less, to a post; thence south twenty five degrees east, one hundred and thirty perches to a post; thence north thirty seven degrees east, one hundred and thirty seven perches to a post; thence north one degree west, one hundred and eighteen perches to a white pine corner of land now or formerly of

EXHIBIT "A"

Joseph Spencer; thence by said land north fifty one and one fourth degrees west, one hundred and forty seven and two tenth perches to an oak corner; thence by said land north forty seven and one half degrees west, thirteen perches to a post; thence by land formerly of George Beatty north forty four degrees west, twenty six and one half perches to a post corner of land formerly owned by England, now Moore; thence by same north sixty five degrees west, one hundred and twenty one perches to a maple on line of land formerly John Wrigley estate; thence by said line north forty six degrees west, two perches, more or less, to the place of beginning, containing three hundred and sixty three acres, more or less.

8-28-97

CLEARFIELD COUNTY  
ENTERED OF RECORDTIME 12:00 PM  
BY *Lore J. Farrell*  
FEES 23.50

Karen L. Starck, Recorder

NOTARY CERTIFICATE that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

*Karen L. Starck*Karen L. Starck  
Recorder of DeedsCURWENSVILLE AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 5,100.00

PAID 8/28/97 KAREN L. STARCK  
Date Agent

EXHIBIT "B"  
DEED BOOK 125, PAGE 291

NUMBER TEN: All that certain tract of land situate in the Township of Penn, County of Clearfield and State of Pennsylvania, bounded and described as follows: Beginning at a red oak, thence by land of Widemire, now E. A. Irvin, South eighty four degrees West, two hundred and eight (208) perches to post; thence by land of T. Stronach North six degrees West, thirty two (32) perches to post; thence still by land of Stronach South eighty four degrees West ninety (90) perches to post; thence North forty six degrees West, forty eight (48) perches to post; thence by land of T. Stronach and Daniel McKeown North twenty nine degrees East one hundred and thirty eight (138) perches to white pine; thence North sixty two degrees West by land of McKeown, one hundred and eighty two (182) perches to hemlock; thence North twenty eight degrees East, eighty (80) perches to post; thence East sixty five and seven tenth ( $65 \frac{7}{10}$ ) perches; thence South eighty seven degrees East two hundred and eighty two and three tenth ( $282 \frac{3}{10}$ ) perches to red oak; thence South forty two degrees East one hundred and thirty nine (139) perches by land of N. Cleaver to white oak; thence South forty eight degrees West ninety two (92) perches to a hemlock; thence South seven degrees East one hundred and twenty four (124) perches to the beginning. Containing six hundred and fifty (650) acres.

Excepting and Reserving from the above described premises the undivided one third interest in and to all the fire clay in, under, or upon said land.

Also Excepting and Reserving out of the said premises the right of way to the Blooms Run Railroad Company across said land sixty (60) feet in width, for a railroad, being the same right of way now graded and occupied by said Blooms Run Railroad Company.

Also Reserving the stone in and upon the above described premises, in accordance with the provisions of a certain Agreement in writing between H. F. Bigler and George W. Hoover, dated the 28th day of August, 1901.

EXHIBIT "C"  
DEED BOOK 164, PAGE 545

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

Beginning at a stone on the northern right of way line of the Tyrone & Clearfield branch of the Pennsylvania Railroad; thence North twenty-one degrees twenty minutes East (N. 21° 20' E.) five hundred and forty-six (546) feet to a stone; thence South seventy-four degrees thirty-four minutes East (S. 74° 34' E.) eight hundred and sixty-five (865) feet to a stone; thence South no degrees forty-three minutes West (S. 0° 43' W.) five hundred and ninety-three (593) feet to a stone on the northern line of the right of way of the Tyrone & Clearfield branch of the Pennsylvania Railroad; thence along the northern right of way line of the said railroad in a westerly direction three hundred and seventy-five (375) feet, more or less, to a stone in corner of said right of way; thence in a southerly direction sixty (60) feet to a stone in corner of said right of way; thence along the northern right of way line of the said Railroad in a westerly direction seven hundred and fifty (750) feet, more or less, to the place of beginning; containing thirteen and three-fourths (13 3/4) acres, more or less, after making allowance for public road through said Property.

Subject, however, to the Public road running along the southern line of the said tract and Reserving and Excepting to the grantor, his heirs and assigns, all the coal, fire clay and other minerals underlying the said tract.

This deed is executed in pursuance of the covenant in the lease of Edward A. Irvin et ux. to Harry A. Kennedy and Harry W. Croft, dated the 25th day of May, 1896, and recorded in the Recorder's Office of Clearfield County in Miscellaneous Book Vol. "0", Page 69, by which covenant the said Edward A. Irvin was to execute to the lessees in the said lease a deed giving clear title forever to a certain tract of land to be used for the erection of a fire brick plant at any point on any of the tracts covered by the said lease that might be selected, and which said Lease has been assigned to the Harbison-Walker Refractories Company and the said fire brick plant having been built and being now owned by the said Harbison-Walker Refractories Company.

Entered of Record 8-28 19 97 12:00 km Karen L. Starck, Recorder

EXHIBIT "C"



**SWATSWORTH LOGGING CO.**

**R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833**

**TIMBER AGREEMENT**

*THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_*

*BETWEEN*

**RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830**

*SITUATED IN:*

*Penn & Pike Townships  
Twp. #'s 125 & 126  
Tax Map # G-10  
Parcel #'s 17 & 9*

*HEREINAFTER referred to as LESSOR(S)*

*AND*

**JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835**

EXHIBIT "B"

*JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835*

*AND*

*KENNETH K. RISHEL & JAMES RISHEL  
RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830*

- *Have agreed to \$130,000 for all above stated timber.*

*Terms:*

- *A down payment of \$30,000 and twenty-five (25) weekly payments of \$4,000.*

*Lessee*\_\_\_\_\_

*JAMES R. SWATSWORTH*

*Lessor(s)*\_\_\_\_\_

\_\_\_\_\_

*HEREINAFTER referred to as LESSEE*

*Diameter of trees to be cut shall be no less than twelve (12) inches chest high.*

*The lessee shall have free liberty of ingress, egress, and regress, into, over and from the land above stated, with his harvest and carry away said timber.*

*In consideration whereof, the Lessee agreed to the following:*

- 1. The Lessee agrees that any and all pipelines and boundaries shall be kept clear of any and all brush.*
- 2. Any and all skidding or felling of trees shall be done so as to do as little disruption as possible to the above stated property.*
- 3. All cutting to be done so as to not destroy any more of the smaller trees as necessary to proper conduct the operations.*
- 4. This contract shall have an expiration date of \_\_\_\_\_  
With a six month extension option.*

*Timber to be harvested:*

- All acreage south of Rt. 879.*
- All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.*

*Lessee* \_\_\_\_\_

*JAMES R. SWATSWORTH*

*Lessor(s)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833***

***TIMBER AGREEMENT***

*THIS AGREEMENT, made and entered into this 9<sup>TH</sup> day of OCT, 2002*

*BETWEEN*

*DAVID B. SNYDER  
R.R.#3  
REYNOLDSVILLE, PA 15851*

*SITUATED IN:*

*Penn & Pike Townships  
Twp. #'s 125 & 126  
Tax Map # G-10  
Parcel #'s 17 & 9*

*AND*

*JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835*

## ***TIMBER AGREEMENT***

- ***TIMBER TO BE HARVESTED:***

All species 12 inches and up chest high.

All acreage south of Rt. 879

All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.

- ***CUTTING OPERATION:***

Agrees to multiple cutting crews to get the job done in the allotted time of one year, with the option of a six month extension if needed.

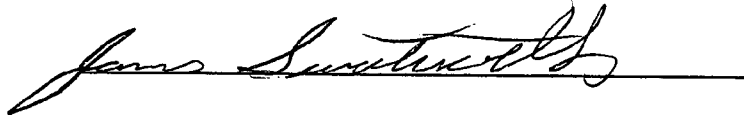
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- ***PAYMENT:***

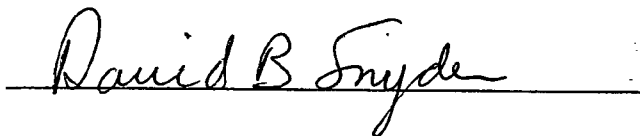
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

The first \$4,000 payment is due on 10/25/02.


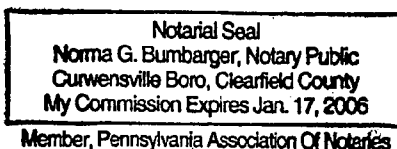
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



***JAMES R. SWATSWORTH***



***DAVID B. SNYDER***



*April 23, 2003*

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

No. 03-926-C.D.

Type of Pleading:

**ANSWER TO COMPLAINT  
AND COUNTERCLAIM**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

You are hereby notified to plead  
to the within pleading within  
twenty (20) days hereof or a  
default judgment may be entered  
against you.



**FILED**

AUG 22 2003

William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	

**ANSWER TO COMPLAINT**  
**AND COUNTERCLAIM**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, who files this Answer to Complaint and Counterclaim and in support thereof avers the following:

1. Admitted.
2. Admitted.
3. Admitted.

**COUNT I**

4. Admitted on information and belief.

5. Admitted and denied. It is admitted that James R. Swatsworth, t/d/b/a Swatsworth Logging Co., ("Swatsworth") entered into an agreement with Defendant, David B. Snyder. It is denied, however, that said agreement purports to convey to David B. Snyder the same timber that Plaintiff agreed to sell to Swatsworth as the agreement speaks for itself as strict proof otherwise is demanded at trial.

6. Admitted.

7. Admitted and denied. It is admitted that David B. Snyder, through his contractor loggers, may have removed a few trees from Plaintiff's property the size of which was less than 12 inches in diameter at chest high. All such timber was removed at the direction of Swatsworth and in accordance with the terms of Swatsworth Agreement. The remaining averments set forth in Paragraph 7 of Plaintiff's Complaint are conclusions of law, therefore, no response is necessary. To the extent a response is necessary, said averments are denied.

8. Denied. It is denied that the fair market value of the timber that was allegedly removed is \$938,746.66. The remaining averments set forth in Paragraph 8 of Plaintiff's Complaint are conclusions of law, therefore, no response is required. To the extent a response is required, said averments are denied.

9. Admitted and denied. It is admitted that Plaintiff has made demands for payment upon Defendant, David B. Snyder. It is denied, however, that said demands represent the reasonable value of any timber that may have been removed from the lands of Plaintiff.

10. Admitted.

WHEREFORE, Defendant, David B. Snyder, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

#### **COUNT II**

11. Paragraph 11 of Plaintiff's Complaint requires no response.



12. Denied. Any timber that was removed from Plaintiff's lands was done so with the consent of Plaintiff's agent, Swatsworth.

13. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 13 of Plaintiff's Complaint. Therefore, said averments are denied.

14. Admitted and denied. It is admitted that Plaintiff claims damage from Defendant as provided by 42 Pa.C.S.A. Section 8311(a), et seq. It is denied, however, that Plaintiff is entitled to said damages.

WHEREFORE, Defendant, David B. Snyder, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

### **COUNT III**

15. Paragraph 15 of Plaintiff's Complaint requires no response.

16. Admitted and denied. It is admitted that David B. Snyder removed trees from the premises referred to in Paragraph 3 of Plaintiff's Complaint. It is specifically denied, however, that said trees were not included in the contracts attached to Plaintiff's Complaint and marked Exhibits "B" and "C" respectively. By way of further answer, Defendant, David B. Snyder, removed such timber in accordance with said contracts.

17. Admitted.

18. Admitted. By way of further answer, Defendant, David B. Snyder, through his contract loggers continued timbering activities upon the premises referred to in Paragraph 3 of Plaintiff's Complaint in accordance with the terms of the Swatsworth Agreement.

19. Denied. All timber removed by Defendant, David B. Snyder, and/or his contract loggers from the lands of Plaintiff was so removed in accordance with the terms of the Rishel and Swatsworth Agreements.

20. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 20 of Plaintiff's Complaint. Therefore, said averments are denied.

21. Admitted and denied. It is admitted that Plaintiff claims damage from Defendant as provided by 42 Pa.C.S.A. Section 8311(a), et seq. It is specifically denied, however, that Plaintiff is entitled to such damages.

WHEREFORE, Defendant, David B. Snyder, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint with prejudice.

### **COUNTERCLAIM**

#### **Intentional Interference with Contractual Relations**

Defendant, David B. Snyder, through his undersigned counsel, hereby brings this Counterclaim against Rishel Enterprises, Inc., averring as follows:

22. Defendant, David B. Snyder, is an adult individual, who resides at R.R. #331, Reynoldsville, Pennsylvania, 15851.

23. Rishel Enterprises, Inc., is a Pennsylvania corporation, having its principal place of business located at 1229 Turnpike Avenue, Clearfield, Pennsylvania, 16830.

24. In October, 2002, Rishel Enterprises, Inc., ("Rishel") entered into an agreement with James R. Swatsworth, trading and doing as Swatsworth Logging Company ("Swatsworth") for the sale of timber upon lands of Rishel situated in Pike and Penn Townships, Clearfield County, Pennsylvania. A true and correct copy of this Agreement is attached and marked as Exhibit "A".

25. On October 9, 2002, Swatsworth entered into an agreement with David B. Snyder, for the sale of timber located on lands of Rishel situated in Pike and Penn Townships, Clearfield County, Pennsylvania. A true and correct copy of this agreement (the "Swatsworth Agreement") is attached and marked as Exhibit "B".

26. Under the terms of the Swatsworth Agreement, David B. Snyder was required to pay Swatsworth a down payment of \$40,000.00 and 26 weekly payments, 25 being in the amount of \$4,000.00 with the last payment being \$5,000.00.

27. DAVID B. SNYDER made payments to Swatsworth totaling \$140,000.00 pursuant to the terms of the Swatsworth Agreement.

28. On or about November 15, 2003, DAVID B. SNYDER, together with various contract loggers, began to harvest timber in accordance with the Swatsworth Agreement.

29. DAVID B. SNYDER continued such harvest of timber until on or about May 15, 2003.

30. On or about May 15, 2003, without cause or provocation, Rishel ordered DAVID B. SNYDER and his contract loggers to discontinue all timber harvesting on lands owned by Rishel.

31. Rishel has intentionally and wrongfully excluded DAVID B. SNYDER and his contract loggers from the lands subject to the Rishel and Swatsworth Agreements since on or about May 15, 2003, and continues to so exclude DAVID B. SNYDER from said lands thus preventing him from harvesting timber to which he is entitled under the terms of the Swatsworth contract.

32. As a direct result of Rishel's exclusion of DAVID B. SNYDER and his contract loggers from the lands subject to the Swatsworth and Rishel Agreements, DAVID B. SNYDER will suffer irreparable harm.

WHEREFORE, DAVID B. SNYDER, requests this Honorable Court to dismiss Rishel's Complaint and enter an order:

(a) Enjoining Rishel from excluding David B. Snyder and/or his contract loggers from the lands subject to the Swatsworth agreement;

(b) Enjoining Rishel from otherwise impeding David B. Snyder and/or contract loggers in performance of the Swatsworth agreement;

(c) Extending the period of performance of the Rishel and Swatsworth agreements and set a period of time sufficient to allow David B. Snyder and his contract loggers to cut and remove the trees subject to the Swatsworth agreement;

(d) Granting David B. Snyder any additional relief this Court deems just and equitable, including but not limited to, attorney's fees and costs of suit.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

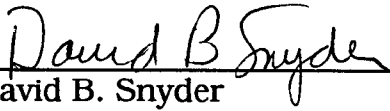
A handwritten signature in black ink, appearing to read 'S. Casey Bowers', written over a horizontal line.

S. Casey Bowers  
Attorney for David B. Snyder

**VERIFICATION**

I, DAVID B. SNYDER, verify that the statements in the foregoing ANSWER TO COMPLAINT AND COUNTERCLAIM are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
\_\_\_\_\_  
David B. Snyder

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 22<sup>nd</sup> day of August,  
2003, I mailed a copy of the within Answer to Complaint and  
Counterclaim by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Grimmingers

Wayne A. Kablack, Esq.  
Simpson Kablack & Bell  
834 Philadelphia Street  
Indiana, PA 15801  
Counsel for Defendant Welkers



---

S. Casey Bowers

**SWATSWORTH LOGGING CO.**

**R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833**

**TIMBER AGREEMENT**

*THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_*

*BETWEEN*

*RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830*

*SITUATED IN:*

*Penn & Pike Townships  
Twp. #'s 125 & 126  
Tax Map # G-10  
Parcel #'s 17 & 9*

*HEREINAFTER referred to as LESSOR(S)*

*AND*

**JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835**

EXHIBIT "A"



*JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835*

*AND*

*KENNETH K. RISHEL & JAMES RISHEL  
RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830*

- *Have agreed to \$130,000 for all above stated timber.*

*Terms:*

- *A down payment of \$30,000 and twenty-five (25) weekly payments of \$4,000.*

*Lessee* \_\_\_\_\_  
*JAMES R. SWATSWORTH*

*Lessor(s)* \_\_\_\_\_

\_\_\_\_\_

*HEREINAFTER referred to as LESSEE*

*Diameter of trees to be cut shall be no less than twelve (12) inches chest high.*

*The lessee shall have free liberty of ingress, egress, and regress, into, over and from the land above stated, with his harvest and carry away said timber.*

*In consideration whereof, the Lessee agreed to the following:*

- 1. The Lessee agrees that any and all pipelines and boundaries shall be kept clear of any and all brush.*
- 2. Any and all skidding or felling of trees shall be done so as to do as little disruption as possible to the above stated property.*
- 3. All cutting to be done so as to not destroy any more of the smaller trees as necessary to proper conduct the operations.*
- 4. This contract shall have an expiration date of \_\_\_\_\_  
With a six month extension option.*

*Timber to be harvested:*

- All acreage south of Rt. 879.*
- All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.*

*Lessee*\_\_\_\_\_

*JAMES R. SWATSWORTH*

*Lessor(s)*\_\_\_\_\_

\_\_\_\_\_

*SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833*

*TIMBER AGREEMENT*

*THIS AGREEMENT, made and entered into this 9<sup>TH</sup> day of OCT, 2002*

*BETWEEN*

*DAVID B. SNYDER  
R.R.#3  
REYNOLDSVILLE, PA 15851*

*SITUATED IN:*

*Penn & Pike Townships  
Twp. #'s 125 & 126  
Tax Map # G-10  
Parcel #'s 17 & 9*

*AND*

*JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835*

## ***TIMBER AGREEMENT***

- ***TIMBER TO BE HARVESTED:***

All species 12 inches and up chest high.

All acreage south of Rt. 879

All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.

- ***CUTTING OPERATION:***

Agrees to multiple cutting crews to get the job done in the allotted time of one year, with the option of a six month extension if needed.

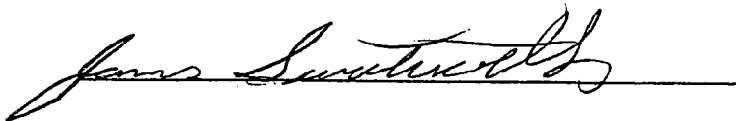
David B. Snyder holds the right to all logs with a diamiter of nine (9) inches and up.

- ***PAYMENT:***

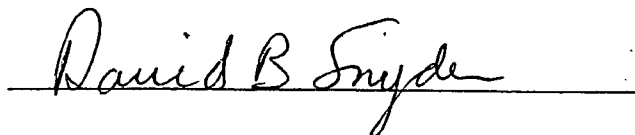
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

The first \$4,000 payment is due on 10/25/02.

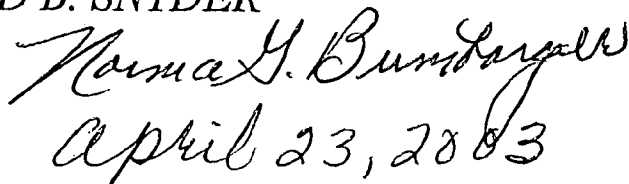
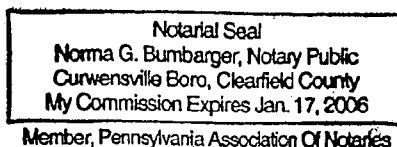
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



***JAMES R. SWATSWORTH***



***DAVID B. SNYDER***



*April 23, 2003*

Court of Common Pleas of Clearfield County, Pennsylvania

IEL ENTERPRISES INC.

VS.

SNYDER, DAVID B.

COMPLAINT

Sheriff Docket # 14225

03-926-CD

SHERIFF RETURNS

NOW JUNE 27, 2003, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID B. SNYDER, DEFENDANT.

NOW JULY 16, 2003 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID B. SNYDER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs

Cost	Description
28.20	SHERIFF HAWKINS PAID BY: ATTY CK# 15161
10.00	SURCHARGE PAID BY: ATTY CK# 8869
57.20	JEFFERSON CO. SHFF. PAID BY: PAID BY: ATTY.

Sworn to Before Me This

8<sup>th</sup> Day Of August 2003

*William A. Shaw*

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

*Chester A. Hawkins*  
*My Marley Hamr*

Chester A. Hawkins  
Sheriff

FILED

BA 013168d  
AUG 08 2003

William A. Shaw  
Prothonotary/Clerk of Courts

#2

No. 03-926-CD

Personally appeared before me, Kirk Brudnock, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on July 16, 2003 at 10:40 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon DAVID B. SNYDER, Defendant, at RR#3, Box 331, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania by handing to him, personally, a true copy of the Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 55.20 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 57.20
Refunded:	\$ 67.80

Sworn and subscribed  
to before me this 22nd  
day of July 2003  
By David B. Snyder

My Commission Expires The  
First Monday January 2003

So Answers,

Kirk Brudnock Deputy  
Thomas A. Demko Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

**JAMES A. NADDEO**

ATTORNEY AT LAW

211 1/2 EAST LOCUST STREET

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

CERTIFIED TRUE AND CORRECT COPY

*James A. Naddo*





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

RISHEL ENTERPRISES, INC.,	*		
Plaintiff	*		
	*		
vs.	*	No. 03 -	- CD
	*		
DAVID B. SNYDER, an	*		
individual,	*		
Defendant	*		

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 claim 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

RISHEL ENTERPRISES, INC.,	*		
Plaintiff	*		
	*		
vs.	*	No. 03 -	- CD
	*		
DAVID B. SNYDER, an	*		
individual,	*		
Defendant	*		

C O M P L A I N T

AND NOW comes the Plaintiff, RISHEL ENTERPRISES, INC.,  
by and through its attorney, James A. Naddeo, Esquire, and sets  
for the following:

1. That Plaintiff is Rishel Enterprises, Inc., a  
Pennsylvania corporation, having its principal place of business  
located at 1229 Turnpike Avenue, Clearfield, Pennsylvania 16830.

2. That Defendant is David B. Snyder, an individual,  
who resides at RR3 Box 331, Reynoldsville, Pennsylvania 15851.

3. That at all times referred to herein, Plaintiff  
was the owner of certain pieces or parcels of land located in  
Pike and Penn Townships, Clearfield County, Pennsylvania, more  
particularly described in Deed attached hereto as Exhibit "A".

COUNT I

4. That in October 2002, Plaintiff entered into an  
Agreement with James R. Swatsworth, t/d/b/a Swatsworth Logging

Co., for the sale of the timber upon the premises referred to in Paragraph 3 hereof which is incorporated herein by reference. The terms and conditions of that Agreement are substantially embodied in the document attached hereto as Exhibit "B".

5. It is believed and therefore averred that James R. Swatsworth, t/d/b/a Swatsworth Logging Co., entered into an Agreement with the Defendant, David B. Snyder, dated October 9, 2002, which Agreement purports to convey to the Defendant, David B. Snyder, the same timber that Plaintiff had agreed to sell to James R. Swatsworth, t/d/b/a Swatsworth Logging Co. A copy of the Agreement is attached hereto as Exhibit "C".

6. That on or about October 2002 Defendant, David B. Snyder, through his servants, employees, agents or assigns, entered upon Plaintiff's property as described in Paragraph 3 hereof and proceeded to harvest the timber on said property.

7. That Defendant, David B. Snyder, through his servants, employees, agents or assigns, removed timber from Plaintiff's property the size of which was less than 12" and up chest high, which conduct is in violation of the terms of the contract entered into between Plaintiff and James R. Swatsworth, t/d/b/a Swatsworth Logging Co., as well as the contract entered into between James R. Swatsworth, t/d/b/a Swatsworth Logging Co., and Defendant, David B. Snyder, as more fully appears from

those contracts attached hereto as Exhibits "B" and "C" respectively and incorporated herein by reference.

8. That the fair market value of the timber removed from Plaintiff's property by Defendant, David B. Snyder, in violation of the contracts attached hereto as Exhibits "B" and "C" respectively and incorporated herein by reference is \$938,746.66.

9. That Plaintiff has made demand upon the Defendant, David B. Snyder, to pay for the reasonable value of the timber referred to in Paragraph 8 hereof and incorporated herein by reference.

10. That Defendant, David B. Snyder, has failed and/or refused to pay Plaintiff for said timber.

WHEREFORE, Plaintiff claims damage from Defendant in the amount of \$938,746.66. JURY TRIAL DEMANDED.

#### COUNT II

11. That Paragraphs 1 through 10 of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

12. That the Defendant removed timber from Plaintiff's property referred to in Paragraph 3 hereof without the consent of Plaintiff.

13. That as a direct result of said conduct Plaintiff has or will incur the cost of a timber survey.

14. That Plaintiff claims damage from Defendant as provided by 42 Pa.C.S.A. §8311(a) et seq.

WHEREFORE, Plaintiff claims damages from Defendant in the amount of \$938,746.66 along with damages as provided by 42 Pa.C.S.A. §8311(a) et seq. JURY TRIAL DEMANDED.

COUNT III

15. That Paragraphs 1 through 10 of this Complaint are incorporated herein by reference and made a part hereof as though set forth in full.

16. That subsequent to October 2002, Plaintiff discovered that Defendant, David B. Snyder, was removing trees from the premises referred to in Paragraph 3 hereof, which trees were not included in the contracts attached hereto as Exhibits "B" and "C" respectively.

17. That Plaintiff immediately gave notice to Defendant's servants, employees, agents or assigns that said persons should remove themselves immediately from Plaintiff's premises.

18. That the Defendant, David B. Snyder, through his servants, employees, agents or assigns, continued to conduct

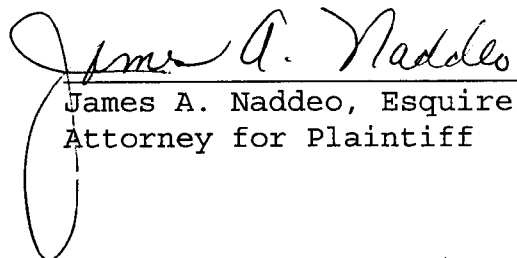
timbering activities upon the premises referred to in Paragraph 3 hereof.

19. That it is believed and therefore averred that the Defendant, David B. Snyder, through his servants, employees, agents or assigns, continued after due notice to remove timber from Plaintiff's property that was not subject to the terms of sale contained in the contracts attached hereto as Exhibits "B" and "C" respectively.

20. That as a direct result of said conduct Plaintiff has or will incur the cost of a timber survey.

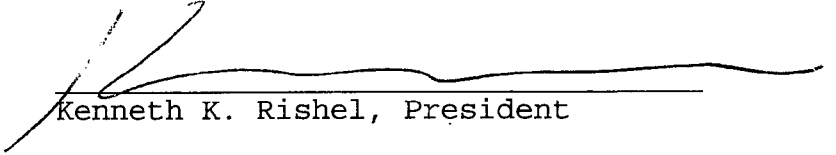
21. That by virtue of Defendant's conduct as described in Count III of this Complaint, Plaintiff claims damage from Defendant as provided by 42 Pa.C.S.A. §8311(a) et seq.

WHEREFORE, Plaintiff claims damages from Defendant in the amount of \$938,746.66 along with damages as provided by 42 Pa.C.S.A. §8311(a) et seq. JURY TRIAL DEMANDED.

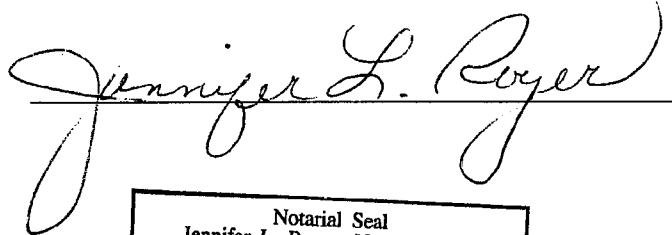
  
James A. Naddeo, Esquire  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA    )  
  ss.  
COUNTY OF CLEARFIELD            )

Before me, the undersigned officer, personally appeared Kenneth K. Rishel, who being duly sworn according to law, deposes and states that he is the President of Rishel Enterprises, Inc., and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

  
Kenneth K. Rishel, President

SWORN and SUBSCRIBED before me this 19th day of June, 2003.



Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

**SPECIAL WARRANTY DEED**  
By A Corporation

MADE the 21st day of July, 1997.

BETWEEN HARBISON-WALKER REFRACTORIES COMPANY (formerly INDRESCO Inc.)

a Corporation organized and existing under the laws of Delaware having its principal place of business at 600 Grant Street, Pittsburgh, Pennsylvania 15219 (hereinafter called "Grantor")

AND

RISHEL ENTERPRISES, INC., a Pennsylvania business corporation, with its principal office located at 1229 Turnpike Avenue, Clearfield County, Clearfield, Pennsylvania 16830 (hereinafter called "Grantee")

WITNESSETH, That the said Grantor in consideration of TWO HUNDRED TEN THOUSAND AND NO/100 (\$210,000.00) ..... Dollars, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell, and convey unto the said Grantee its heirs, executors, administrators, successors, and assigns forever;

Parcels of land, situate in the Townships of Pike and Penn, County of Clearfield, and Commonwealth of Pennsylvania, as described in the following conveyances:

Parcel 1:

As in Parts First, Fourth, and Fifth in conveyance from Harbison-Walker Mining to Harbison-Walker Refractories Company dated November 29, 1947 and recorded in Deed Book 389, Page 69 (described in attached Exhibit "A").

SAVE AND EXCEPT the portion described in the following Conveyances:

As described in conveyance from Harbison-Walker Refractories Company to Andrew McCall, et ux, dated August 13, 1948.

As described in conveyance from Harbison-Walker Refractories Company to Arthur J. Danvir, et ux, dated June 14, 1951.

As described in conveyance from Harbison-Walker Refractories Company to Boyd Barrett, et ux, dated June 14, 1951.



As described in conveyance from Harbison-Walker Refractories Company to Commonwealth of Pennsylvania, dated October 19, 1950.

As described in conveyance from Harbison-Walker Refractories Company to Frank R. Hepfer, et ux, dated December 8, 1947.

As described in conveyance from Harbison-Walker Refractories Company to Ralph V. Woodel, et ux, dated December 8, 1947.

As described in conveyance from INDRESCO Inc. to The Borough of Grampian dated April 5, 1995.

As described in conveyance from Harbison-Walker Refractories Company to William E. Freeman, et ux, dated December 27, 1995 and recorded in Volume 1735, Page 379.

Parcel 2:

As in Part Number Ten in conveyance from The Clearfield Fire Brick Company, Limited to Harbison-Walker Refractories Company dated July 1, 1902, recorded in Deed Book 125, Page 291 (described in attached Exhibit "B").

SAVE AND EXCEPT the portion described in the following Conveyances:

As described in conveyance from Harbison-Walker Refractories Company to Charles Shubert, dated May 23, 1914.

As described in conveyance from Harbison-Walker Refractories Company to Ira Freedline, dated August 28, 1916.

As described in conveyance from Harbison-Walker Refractories Company to John Nicolson, dated October 21, 1909, recorded in Deed Book 180, Page 458.

As described in conveyance from Harbison-Walker Refractories Company to Lloyd Mahlon, dated July 29, 1921.

As described in conveyance from Harbison-Walker Refractories Company to Samuel Horn, dated March 20, 1915.

As described in conveyance from Harbison-Walker Refractories Company to W. Richal, dated March 5, 1919.

Parcel 3:

As in conveyance from Edward A. Irvin to Harbison-Walker Refractories Company, dated November 18, 1907, recorded in Deed Book 164, Page 545 (described in attached Exhibit "C").

BEING Tax Parcel Nos. 126-G10-000-00009, 125-G10-000-00017, and 125-G10-000-0012.

It is the intention of the Grantor herein to convey all of the coal and other minerals and, therefore, this conveyance is made TOGETHER WITH all of the coal, clay, and other minerals

which may be found in, under, and upon each of the parcels conveyed herein together with such coal and minerals as may be reserved to the Grantor or its predecessors in title under prior deeds of conveyance and which are described herein as adverse conveyances.

**EXCEPTING AND RESERVING** unto Grantor, its successors, assigns, and lessees all gas, oil, and associated liquid or gaseous hydrocarbons, together with all rights reasonably necessary to drill, extract, or remove said gas, oil, and associated liquid or gaseous hydrocarbons at such time as Grantor, its successors, assigns, or lessee may determine in accordance with customary industry standards.

**UNDER AND SUBJECT TO** an Oil and Gas Lease between Harbison-Walker Refractories, U.S. Division of Dresser Industries, Inc. (now assigned to Seller herein) to C. E. Beck, dated June 1, 1972, recorded at Misc. Book Vol. 171, page 83, Clearfield County, Pennsylvania. Grantor **RESERVES** unto Grantor, its successors and assigns, all interest in said lease, as amended and assigned.

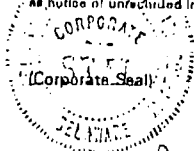
In the event the Grantor herein should, at any time in the future, wish to sell the gas, oil, and associated liquid or gaseous hydrocarbons in and under the above-described land together with existing wells, leases, and future production royalties, it shall give the first option to purchase the same to the Grantee or Grantee's assigns at the fair market value of the same. Grantee shall have 90 days after notice in writing from the Grantor in which to exercise the offer to purchase the same.

**EXCEPTING AND UNDER AND SUBJECT TO** all prior conveyances, reservations, exceptions, covenants, easements, rights-of-way, limitations, restrictions, and encroachments previously imposed, appearing of record, observable by an inspection of the premises or known to the Grantee.

Harbison-Walker Refractories Company was merged into Dresser Industries, Inc. On October 26, 1967, and a copy of said Agreement of Merger is recorded in the Records Office of Clearfield County, Pennsylvania, in Miscellaneous Book 145, Page 215; the above described Parcel 1 being part of Tract 064, Parcel 2 being Tract 002, Parcel D; and Parcel 3 being Tract 013 in the Deed from Dresser Industries, Inc. to INDRESCO Inc. Dated July 31, 1992, and recorded in the Records Office, Clearfield County, Pennsylvania in Deed Book 1514, at Page 532. INDRESCO Inc.'s name was changed to Harbison-Walker Refractories Company on October 31, 1995; said name change certificate being recorded in the Records Office, Clearfield County, Pennsylvania, in Volume 1735, Page 385.

With the appurtenances: **To Have and To Hold** the same to and for the use of the said Grantee, its heirs, executors, administrators, successors and assigns forever, and the Grantor, for its successors and assigns, hereby covenants and agrees that it will warrant specially 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. 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 sufficient 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.)



IN WITNESS WHEREOF, The Grantor has caused its common and corporate seal to be affixed to these presents by the hand of its Vice President, and the same to be duly attested by its Assistant Secretary. Dated the day and year first above written.

Attest:  
  
 Kenneth C. Fernandez  
 Assistant Secretary

HARBISON-WALKER REFRACTORIES COMPANY

By   
 William K. Brown, Vice President  
 Minerals & Mining Operations

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 OR 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, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS OR ATTEST:

Rishel Enterprises, Inc.

By

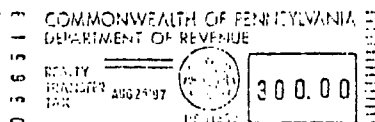
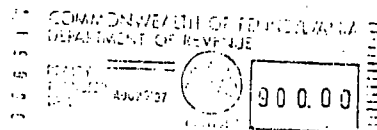
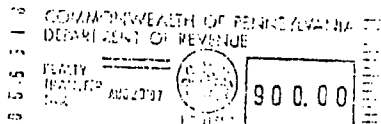


EXHIBIT "A"  
DEED BOOK 389, PAGE 69

All those certain tracts of land situate partly in the Township of Penn and partly in the Township of Pike, in the County of Clearfield, and state of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Known as the Widemire tract, situated in Penn Township, beginning at a post corner of Wall tract; thence by Kratzer tract north twenty and three fourth degrees west, seven perches to post; thence by same north five and one quarter degrees west, ninety seven and three tenth perches to red oak down; thence by Reed tract south eighty four degrees west, one hundred and sixty three and eight tenth perches to post; thence by Stronach south six and three quarter degrees east, fifty six perches to hemlock down; thence south eighty six and one quarter degrees west, twenty nine and two tenth perches to post; thence south six degrees east, forty four and six tenth perches to post; thence by dividing line north eighty six and three quarter degrees east, one hundred and ninety one perches to post and place of beginning, containing one hundred and twelve acres, more or less.

THE FOURTH THEREOF: Known as the smaller Kratzer tract, situated in Pike Township beginning at stones on line of Brink estate; thence north twenty four degrees west, sixty seven perches to a hemlock on line of Widemire tract; thence by same and Reed tract north eight degrees west, two hundred and twenty perches to a hemlock; thence north forty six degrees east by Reed, ninety perches to white oak; thence south forty four degrees east, twenty perches to chestnut, being the south corner of what was known as the John Wrigley tract; thence north forty six degrees east, thirty one perches to a post; thence south eight degrees east by the larger Kratzer tract, three hundred and six perches to post on lower line of same; thence by Bennett and Brink tract south sixty six degrees east, one hundred and ten perches, more or less, to stones and place of beginning, containing about two hundred acres and allowances, and being part of a larger tract of land warranted in the name of Micklin and Griffith.

THE FIFTH THEREOF: Known as the larger Kratzer tract, situated in Pike Township, beginning at a post, the northwest corner of the tract; thence by smaller Kratzer tract south eight degrees east, three hundred and six perches to a post on line of Bennett tract; thence along said line north sixty six degrees east, one hundred and fourteen perches, more or less, to a post; thence south twenty five degrees east, one hundred and thirty perches to a post; thence north thirty seven degrees east, one hundred and thirty seven perches to a post; thence north one degree west, one hundred and eighteen perches to a white pine corner of land now or formerly of

EXHIBIT "A"

Joseph Spencer; thence by said land north fifty one and one fourth degrees west, one hundred and forty seven and two tenth perches to an oak corner; thence by said land north forty seven and one half degrees west, thirteen perches to a post; thence by land formerly of George Beatty north forty four degrees west, twenty six and one half perches to a post corner of land formerly owned by England, now Moore; thence by same north sixty five degrees west, one hundred and twenty one perches to a maple on line of land formerly John Wrigley estate; thence by said line north forty six degrees west, two perches, more or less, to the place of beginning, containing three hundred and sixty three acres, more or less.

8-28-97  
 CLEARFIELD COUNTY  
 ENTERED OF RECORD  
 TIME 12:00 PM  
 BY Karen L. Starck  
 FEES 23.50  
 Karen L. Starck, Recorder

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



Karen L. Starck  
 Karen L. Starck  
 Recorder of Deeds

CURWENSVILLE AREA SCHOOL DISTRICT  
 1% REALTY TRANSFER TAX

AMOUNT \$ 2,100.00

PAID 8/28/97 KAREN L. STARCK  
 Date Agent

EXHIBIT "B"  
DEED BOOK 125, PAGE 291

NUMBER TEN: All that certain tract of land situate in the Township of Penn, County of Clearfield and State of Pennsylvania, bounded and described as follows: Beginning at a red oak, thence by land of Widemire, now E. A. Irvin, South eighty four degrees West, two hundred and eight (208) perches to post; thence by land of T. Stronach North six degrees West, thirty two (32) perches to post; thence still by land of Stronach South eighty four degrees West ninety (90) perches to post; thence North forty six degrees West, forty eight (48) perches to post; thence by land of T. Stronach and Daniel McKeown North twenty nine degrees East one hundred and thirty eight (138) perches to white pine; thence North sixty two degrees West by land of McKeown, one hundred and eighty two (182) perches to hemlock; thence North twenty eight degrees East, eighty (80) perches to post; thence East sixty five and seven tenth ( $65 \frac{7}{10}$ ) perches; thence South eighty seven degrees East two hundred and eighty two and three tenth ( $282 \frac{3}{10}$ ) perches to red oak; thence South forty two degrees East one hundred and thirty nine (139) perches by land of N. Cleaver to white oak; thence South forty eight degrees West ninety two (92) perches to a hemlock; thence South seven degrees East one hundred and twenty four (124) perches to the beginning. Containing six hundred and fifty (650) acres.

Excepting and Reserving from the above described premises the undivided one third interest in and to all the fire clay in, under, or upon said land.

Also Excepting and Reserving out of the said premises the right of way to the Blooms Run Railroad Company across said land sixty (60) feet in width, for a railroad; being the same right of way now graded and occupied by said Blooms Run Railroad Company.

Also Reserving the stone in and upon the above described premises, in accordance with the provisions of a certain Agreement in writing between H. F. Bigler and George W. Hoover, dated the 28th day of August, 1901.

EXHIBIT "C"  
DEED BOOK 164, PAGE 545

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

Beginning at a stone on the northern right of way line of the Tyrone & Clearfield branch of the Pennsylvania Railroad; thence North twenty-one degrees twenty minutes East (N. 21° 20' E.) five hundred and forty-six (546) feet to a stone; thence South seventy-four degrees thirty-four minutes East (S. 74° 34' E.) eight hundred and sixty-five (865) feet to a stone; thence South no degrees forty-three minutes West (S. 0° 43' W.) five hundred and ninety-three (593) feet to a stone on the northern line of the right of way of the Tyrone & Clearfield branch of the Pennsylvania Railroad; thence along the northern right of way line of the said railroad in a westerly direction three hundred and seventy-five (375) feet, more or less, to a stone in corner of said right of way; thence in a southerly direction sixty (60) feet to a stone in corner of said right of way; thence along the northern right of way line of the said Railroad in a westerly direction seven hundred and fifty (750) feet, more or less, to the place of beginning; containing thirteen and three-fourths (13 3/4) acres, more or less, after making allowance for public road through said Property.

Subject, however, to the Public road running along the southern line of the said tract and Reserving and Excepting to the grantor, his heirs and assigns, all the coal, fire clay and other minerals underlying the said tract.

This deed is executed in pursuance of the covenant in the lease of Edward A. Irvin et ux. to Harry A. Kennedy and Harry W. Croft, dated the 25th day of May, 1896, and recorded in the Recorder's Office of Clearfield County in Miscellaneous Book Vol. "0", Page 69, by which covenant the said Edward A. Irvin was to execute to the lessees in the said lease a deed giving clear title forever to a certain tract of land to be used for the erection of a fire brick plant at any point on any of the tracts covered by the said lease that might be selected, and which said Lease has been assigned to the Harbison-Walker Refractories Company and the said fire brick plant having been built and being now owned by the said Harbison-Walker Refractories Company.

Entered of Record 8-28 1997 16:00 Karen L. Starck, Recorder

EXHIBIT "C"

**SWATSWORTH LOGGING CO.**  
**R.R. 2, BOX 145B**  
**CURWENSVILLE, PA 16833**

**TIMBER AGREEMENT**

*THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_*

*BETWEEN*

*RISHEL ENTERPRISES, INC.*  
*1229 TURNPIKE AVE. EXT.*  
*CLEARFIELD, PA 16830*

*SITUATED IN:*

*Penn & Pike Townships*  
*Twp. #'s 125 & 126*  
*Tax Map # G-10*  
*Parcel #'s 17 & 9*

*HEREINAFTER referred to as LESSOR(S)*

*AND*

*JAMES R. SWATSWORTH*  
*SWATSWORTH LOGGING CO.*  
*R.R. 2, BOX 145B*  
*CURWENSVILLE, PA 16833*  
*(814) 236-3835*



JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835

AND

KENNETH K. RISHEL & JAMES RISHEL  
RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830

• Have agreed to \$130,000 for all above stated timber.

*Terms:*

• A down payment of \$30,000 and twenty-five (25) weekly payments of \$4,000.

Lessee\_\_\_\_\_

JAMES R. SWATSWORTH

Lessor(s)\_\_\_\_\_

*HEREINAFTER referred to as LESSEE*

*Diameter of trees to be cut shall be no less than twelve (12) inches chest high.*

*The lessee shall have free liberty of ingress, egress, and regress, into, over and from the land above stated, with his harvest and carry away said timber.*

*In consideration whereof, the Lessee agreed to the following:*

- 1. The Lessee agrees that any and all pipelines and boundaries shall be kept clear of any and all brush.*
- 2. Any and all skidding or felling of trees shall be done so as to do as little disruption as possible to the above stated property.*
- 3. All cutting to be done so as to not destroy any more of the smaller trees as necessary to proper conduct the operations.*
- 4. This contract shall have an expiration date of \_\_\_\_\_  
With a six month extension option.*

*Timber to be harvested:*

- All acreage south of Rt. 879.*
- All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.*

*Lessee* \_\_\_\_\_

*JAMES R. SWATSWORTH*

*Lessor(s)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***SWATSWORTH LOGGING CO.***

***R.R. 2, BOX 145B***

***CURWENSVILLE, PA 16833***

***TIMBER AGREEMENT***

*THIS AGREEMENT, made and entered into this 9<sup>TH</sup> day of OCT, 2002*

*BETWEEN*

*DAVID B. SNYDER*

*R.R.#3*

*REYNOLDSVILLE, PA 15851*

*SITUATED IN:*

*Penn & Pike Townships*

*Twp. #'s 125 & 126*

*Tax Map # G-10*

*Parcel #'s 17 & 9*

*AND*

*JAMES R. SWATSWORTH*

*SWATSWORTH LOGGING CO.*

*R.R. 2, BOX 145B*

*CURWENSVILLE, PA 16833*

*(814) 236-3835*

## ***TIMBER AGREEMENT***

- ***TIMBER TO BE HARVESTED:***

All species 12 inches and up chest high.

All acreage south of Rt. 879

All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.

- ***CUTTING OPERATION:***

Agrees to multiple cutting crews to get the job done in the allotted time of one year, with the option of a six month extension if needed.

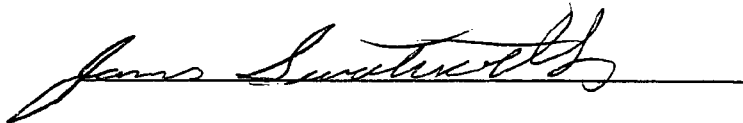
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- ***PAYMENT:***

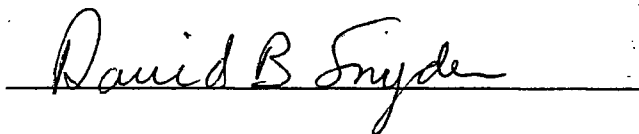
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

The first \$4,000 payment is due on 10/25/02.

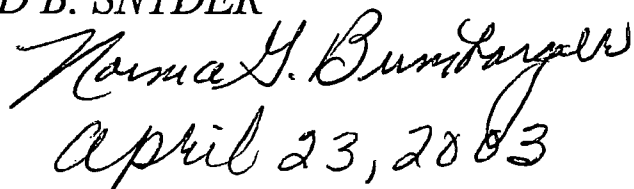
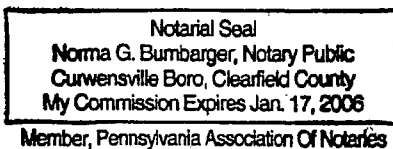
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



***JAMES R. SWATSWORTH***



***DAVID B. SNYDER***



*April 23, 2003*

In the Superior Court of  
Pennsylvania  
Sitting at Pittsburgh

No. 363

WDA 2006

Rishel Enterprises Inc.

V

David B. Snyder

V

James R. Swatsworth etc.

: Appeal from the Order of January 17, 2006 by  
the Honorable Paul Cherry in the Court of  
Common Pleas, Civil Division, Clearfield  
County at No. 03-926-CD

Certified from the Record

ORDER

Appellant Snyder's April 3, 2006 "motion to  
discontinue" is GRANTED such that the instant appeal is  
DISCONTINUED. Jurisdiction of this court is  
RELINQUISHED.

April 10, 2006

PER CURIAM

In Testimony Whereof, I have hereunto set my hand and the seal of said Court at  
Pittsburgh,

Pa. this 10<sup>TH</sup> Day of April 2006

*Eleanore R. Valecko*  
Deputy Prothonotary

FILED No cc  
m 11:22/04  
APR 12 2006 copy to Judge Cherry

William A. Shaw  
Prothonotary/Clerk of Courts

SUPERIOR COURT OF PENNSYLVANIA

Rishel Enterprises Inc.

DOCKET NO. 363 WDA 2006

V

David B. Snyder etc.

TRIAL COURT NO. 03-926-CD

V

James R. Swatsworth etc.

April 12, 2006 Received from the Superior  
Court of Pennsylvania, sitting at Pittsburgh, in the above entitled  
CERTIFIED COPY OF THE ORDER

Receipt Acknowledged: William L. Hargis Date: 4/12/06

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**MOTION FOR  
RECONSIDERATION**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:  
Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: April 20, 2006

FILED  
APR 24 2006  
18:49  
cc  
Atty Hanak  
@

Shaw  
Prothonotary Clerk of Courts

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**MOTION FOR RECONSIDERATION**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, and respectfully requests this Court to reconsider its decision and schedule an evidentiary hearing on issues raised in Defendant's Petition to Enforce Settlement and Plaintiff's Answer thereto, representing as follows:

1. The Defendant, DAVID B. SNYDER, filed his Petition to Enforce Settlement on or about June 8, 2005.
2. A true and correct copy of said Petition is attached hereto and marked as Exhibit "A". All averments set forth therein are incorporated by reference.



3. Plaintiff, RISHEL ENTERPRISES, INC., filed its answer to Plaintiff's Petition on or about October 15, 2005.

4. By Order dated November 7, 2005, this Court scheduled argument on Plaintiff's Petition to Enforce Settlement to be held on December 12, 2005.

5. Since this matter is scheduled for argument, the undersigned counsel did not subpoena witnesses to testify at said proceeding.

6. At said argument, it became apparent that questions of fact needed to be decided by the Court.

7. After considering the parties' arguments, this Court denied the Defendant's Petition to Enforce Settlement and granted the relief requested by the Plaintiff.

8. The Defendant believes and therefore avers that, in order to issue a fair and impartial ruling in this matter, this Court must hear testimony to resolve the questions of fact between the parties.

WHEREFORE, the Defendant, DAVID B. SNYDER, respectfully requests this Court to schedule an evidentiary hearing on all matters raised in Defendant Snyder's Petition to Enforce Settlement and to Plaintiff's answer thereto.



---

S. Casey Bowers  
Attorney for Defendant

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

RISHEL ENTERPRISES, INC.  
Plaintiff

vs.

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,

Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,

Additional Defendant

FILED *cc Amy*  
*13:49 B. Bowers*  
APR 27 2006 *EC*  
William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER OF COURT**

AND NOW, this 28<sup>th</sup> day of April, 2006, upon consideration  
of Defendant's Motion for Reconsideration, ~~said Motion is hereby~~ *PEC*  
~~granted~~ Evidentiary hearing on all matters raised in the Plaintiff's  
Petition to Enforce Settlement and Plaintiff's Answer thereto, is  
scheduled to be held on the 15<sup>th</sup> day of May, 2006, in  
Courtroom No. 1, Clearfield County Courthouse, Clearfield,  
Pennsylvania, 16830. *U* 10:00 AM.

BY THE COURT:

*Paul E. Cherry*

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 20<sup>th</sup> day of April, 2006, I served  
a copy of the within Motion for Reconsideration by first class mail,  
postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Rishel Enterprises

John R. Ryan, Esq.  
Belin & Kubista  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830  
Counsel for Swatsworth



---

S. Casey Bowers

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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	No. 03-926-C.D.
	:	
vs.	:	Type of Pleading:
	:	
DAVID B. SNYDER, an	:	<b>PETITION TO ENFORCE</b>
individual,	:	<b>SETTLEMENT AND</b>
Defendant	:	<b>FOR ATTORNEY'S FEES</b>
	:	<b>AGAINST RISHEL</b>
	:	<b>ENTERPRISES, INC.</b>
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	Filed on Behalf of:
SWATSWORTH LOGGING	:	Defendant, David B. Snyder
CO.,	:	
Additional Defendant	:	Counsel of Record for
	:	This Party:
	:	Robert M. Hanak, Esq.
	:	Supreme Court No. 05911
	:	S. Casey Bowers, Esq.
	:	Supreme Court No. 89032
	:	Hanak, Guido and Taladay
	:	498 Jeffers Street
	:	P. O. Box 487
	:	DuBois, PA 15801
	:	814-371-7768

Date: June 8, 2005

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2005, upon  
consideration of the foregoing petition, it is hereby ordered that:

- (1) a rule is issued upon the respondent to show cause why the  
petitioner is not entitled to the relief requested;
- (2) the respondent shall file an answer to the petition within  
twenty (20) days of service upon the respondent;
- (3) the petition shall be decided under Pa.R.C.P. No. 206.7;
- (4) notice of the entry of this order shall be provided to all  
parties by the petitioner.

**NOTICE**

**A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF  
YOU WISH TO DEFEND AGAINST THE MATTERS SET FORTH IN  
THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN  
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER**

**IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. 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 THE RELIEF REQUESTED BY THE PETITIONER. 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 AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 1300**

**BY THE COURT:**

---

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**PETITION TO ENFORCE SETTLEMENT**  
**AND PETITION FOR COUNSEL FEES**  
**FILED ON BEHALF OF DAVID B. SNYDER**

**Petition to Enforce Settlement**  
**Filed on Behalf of David B. Snyder**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, and presents the following Motion to Enforce Settlement:

1. On or about June 28, 2003, Plaintiff, RISHEL ENTERPRISES ("Rishel") filed a Complaint against Defendant seeking money damages relative to Defendant's alleged conversion of Rishel's timber.
2. Defendant, DAVID B. SNYDER ("Snyder"), filed an Answer and Counterclaim on or about August 22, 2003.
3. On or about April 20, 2004, Rishel and Snyder executed a written Settlement Agreement under the terms of which Snyder was

paid Rishel the sum of \$7,217.00. This amount represents the fair market value of the allegedly undersized timber harvested by Snyder, together with Rishel's forester costs. A true and correct copy of the April 20, 2004 Settlement Agreement is attached hereto and marked as Exhibit "A".

4. As per terms of the April 20, 2004 Settlement Agreement, Rishel granted Snyder the right to harvest the remaining trees 12 inches DBH and greater from Rishel's property.

5. Snyder paid Rishel \$7,217.00 as per the terms of the attached agreement.

6. This amount is over and above the \$140,000.00 Snyder originally paid for the timber.

7. In early May, 2004, Snyder began harvesting the subject timber.

8. Snyder instructed his contract loggers only to cut trees that were 12 inches DBH and greater.

9. Snyder further instructed his contract loggers to measure each and every tree before harvesting same.

10. On or about May 14, 2004, Rishel claimed that Snyder's contract loggers had cut and/or removed undersized logs in violation of the Settlement Agreement.

11. Rishel subsequently excluded Snyder and his contract loggers from the subject property.



12. In an effort to resolve this matter, the parties agreed that Snyder would hire a forester chosen by Rishel to measure and mark all trees on the property that were 12 DBH and greater.

13. At the direction of Rishel, Snyder retained Todd Wilcox of Land and Mapping Services to measure and mark the subject trees. Mr. Wilcox also determined the fair market value of the second set of allegedly undersized logs.

14. Snyder incurred costs of \$1,750.00 in connection with retaining Mr. Wilcox.

15. On or about November 19, 2004, the parties reached a second Settlement Agreement. Under the terms of this Agreement, Snyder would cut only timber marked by Mr. Wilcox as being 12 inches DBH or greater. Further Snyder would place monies in escrow equaling the fair market value of the second set of allegedly undersized logs. Said escrow monies were to be paid to Rishel upon completion of timbering operations on the subject property. Correspondence of counsel dated November 10, 2004, and November 16, 2004, memorializing this agreement are attached hereto and marked as Exhibits "B" and "C" respectively.

16. Snyder placed said funds in escrow and Rishel delivered the key necessary to access the property to Snyder.

17. On or about April 25, 2005, Snyder reinitiated logging operations on the subject property in accordance with the November 16, 2004 Settlement Agreement.

18. On or about April 25, 2005, Rishel again excluded Snyder and his workers from the subject property. Rishel and its agents offered no good reason for so excluding Snyder.

19. By letter dated April 28, 2005, the undersigned counsel demanded that Rishel grant Snyder access to the subject property within 7 days of the date of said correspondence. Rishel has yet to respond to this demand. A true and correct copy of this correspondence is attached hereto and marked as Exhibit "D".

20. Snyder is required to employ counsel at the rate of \$120.00 an hour to seek enforcement of the November 2004 Settlement Agreement.

21. Further, Snyder incurred expenses in the amount of \$300.00 in connection with moving equipment onto and out of the Rishel property.

WHEREFORE, Defendant, DAVID B. SNYDER, respectfully requests your Honorable Court to issue a Rule upon Plaintiff, RISHEL ENTERPRISES, INC., to show cause why:

(a) Rishel should not be ordered to grant Snyder and his contract loggers full access to the subject property for purposes of harvesting the subject trees;

(b) Rishel should not be ordered to pay fees and costs incurred by Snyder relative to the enforcement of the settlement agreement;

(c) Rishel should not be barred from further removing any timber from the subject property;

(d) Rishel should not forfeit all escrows held pursuant to the November, 2004 Settlement Agreement;

(e) In the alternative, Snyder respectfully requests payment in the amount of \$32,841.90, the fair market value of the timber remaining on the subject property, together with Snyder's costs in retaining forester, Todd Wilcox;

(f) Any additional relief this Court deems just and equitable.

**Petition for Counsel Fees**  
**Pursuant to 42 Pa.C.S.A. Section 2503**

21. Defendant, David B. Snyder, incorporates all prior paragraphs herein.

22. While Snyder has been excluded from the subject property, Rishel has allowed several persons, namely additional Defendant, James R. Swatsworth, together with Rodney Swatsworth and Oran Bloom to remove logs rightly belonging to Snyder from the subject property.

23. The estimated value of the converted timber is Twelve Thousand and 00/100 (\$12,000.00) Dollars.

24. Snyder will seek compensation for this timber conversion in a separate suit.

25. 42 Pa.C.S.A. Section 2503 provides in pertinent part:

The following participants shall be entitled to a reasonable counsel fee as part of the taxable cost of the matter: ...(7) any participant who is awarded counsel fees as a sanction against another participant for dilatory obdurate or vexatious conduct pendency of a matter... (9) any participant who is awarded counsel fees because of the

conduct of another party in commencing the matter or otherwise arbitrary, vexatious and in bad faith.

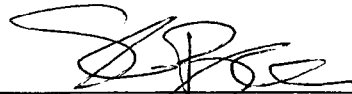
26. As set forth above, Rishel has repeatedly and willfully violated several settlement agreements between the parties. Rishel has further allowed the conversion of timber rightly belonging to Snyder by virtue of the underlying timber contract and the Settlement Agreements.

27. As set forth above, Rishel's conduct through the pendency of this matter has been dilatory, obdurate, arbitrary, vexatious and in bad faith.

28. As a result of Rishel's wrongful conduct, Snyder has incurred counsel fees totaling One Thousand One Hundred Fifty and 00/100 (\$1,150.00) Dollars.

WHEREFORE, Snyder respectfully requests this Honorable Court to enter a Rule upon Rishel to show cause why attorney's fees in the amount of One Thousand One Hundred Fifty and 00/100 (\$1,150.00) Dollars should not be awarded to Snyder.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', written over a horizontal line.

S. Casey Bowers  
Attorney for Defendant

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

RISHEL ENTERPRISES, INC.,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2005, upon  
consideration of the Petition of DAVID B. SNYDER and hearing  
thereon,

IT IS HEREBY ORDERED AND DECREED that the relief sought  
in Defendant's Petition to Enforce Settlement is granted.

Plaintiff, Rishel Enterprises, Inc., is hereby ordered to grant  
Defendant, David B. Snyder, and his contract loggers, full access to the  
subject property for the purposes of harvesting timber therefrom.

IT IS FURTHER ORDERED that Plaintiff shall pay Defendant's  
reasonable costs and fees in the amount of \$1,150.00.

Said amount shall be submitted to Defendant's counsel no later than thirty (30) days after the date of this order.

BY THE COURT:

---

**VERIFICATION**

I, DAVID B. SNYDER, verify that the statements in the foregoing PETITION TO ENFORCE SETTLEMENT AND FOR ATTORNEY'S FEES are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

DATE: 6/7/05

David B Snyder  
David B. Snyder

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 8th day of June, 2005, I served a copy of the within Petition to Enforce Settlement and for Attorney's Fees by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Rishel Enterprises

John R. Ryan, Esq.  
Belin & Kubista  
15 North Front Street  
P. O. Box 1  
Clearfield, PA 16830  
Counsel for Swatsworth



---

S. Casey Bowers



## AGREEMENT OF SETTLEMENT

**THIS AGREEMENT**, made and entered into this 20 day of April, 2004, by and between **DAVID B. SNYDER**, an adult individual of R.D. #3, Box 331, Reynoldsville, Pennsylvania, hereinafter referred to as "SNYDER",

-AND-

**RISHEL ENTERPRISES, INC.**, a Pennsylvania corporation, with a mailing address of \_\_\_\_\_, Pennsylvania, hereinafter referred to as the "RISHEL".

### Background

The parties are currently involved in litigation in the Court of Common Pleas of Clearfield County, Pennsylvania, at Docket No. 03-926-CD. As a result of pre-trial negotiations, the parties have agreed to a settlement and therefore desire to document the terms of the settlement in this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Snyder agrees to pay Rishel the sum of Seven Thousand Two Hundred Seventeen and 00/100 (\$7,217.00) Dollars. Such payments shall be in full satisfaction of all Rishel's claims related to the past cutting of allegedly undersized timber on the Rishel property. Said payment shall be made no later than ten (10) days after the execution of this Agreement by Rishel.

2. Snyder will remove all trees greater than 12 inches DBH from the areas of the Rishel property situate in Pike and Penn Townships that were not previously timbered by Snyder. The said Rishel property is more fully described in Exhibit "A" attached hereto.

3. Snyder will harvest the remaining trees north of Route 879 first so as to not interfere with any active mining activity on the Rishel property. Snyder will insure that all of his contract loggers will be properly trained in the event that they are still logging while mining operations are active on the Rishel property.

4. Snyder will endeavor to remove the remaining trees as expeditiously as practical. In any event, all timbering operations shall be complete within two hundred forty (240) days of the execution of this Agreement by Rishel.

5. Snyder will not remove any trees from a certain railroad right-of-way of known as the Rails to Trails property having various widths from 50 feet to 150 feet. Rishel will ensure this area is marked or otherwise made known to Snyder.

6. Snyder shall be entitled to remove logs previously cut by Snyder's contract loggers from the Rishel property pursuant to prior timber agreements made among and between Rishel, Snyder and James Swatsworth.

7. Rishel shall allow Snyder full access to the Rishel property so as not to interfere with his rights and obligations as set forth herein.

8. This Agreement may not be amended or modified except in a writing signed by both parties.

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

WITNESSES:

\_\_\_\_\_ David B Snyder (SEAL)  
David B. Snyder

RISHEL ENTERPRISES, INC., by:

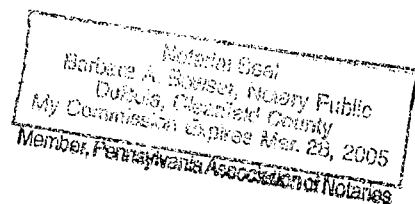
Jan M. [Signature] / [Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA :  
SS.  
COUNTY OF CLEARFIELD :

On this, the 7<sup>th</sup> day of April, 2004, before me the  
undersigned officer, a notary public, personally appeared DAVID B.  
SNYDER, 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 purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

Barbara A. Bender  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
SS.

On this, the 20<sup>th</sup> day of April, 2004, before me the undersigned officer, a notary public, personally appeared Kenneth K. Rishel who is the President of RISHEL ENTERPRISES, INC., and by virtue and in pursuance of the authority thereby vested in him, acknowledged the foregoing to be the act and deed of RISHEL ENTERPRISES, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer L. Royer  
Notary Public

Notarial Seal  
Jennifer L. Royer, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires May 17, 2007

## **EXHIBIT "A"**

Parcels of land situate in the Townships of Pike and Penn, County of Clearfield and Commonwealth of Pennsylvania, conveyed to Rishel Enterprises, Inc., by deed of Harbison-Walker Refractories Company (formerly Indresco, Inc.) by deed dated July 21, 1997, and recorded in Deed Book Vol. 1867, p. 467.

### **Excepting and reserving the following parcels:**

(1) ALL of the right, title and interest, if any, the Grantor may have in and to that part of the Clearfield County Rails to Trails, Clearfield to Grampian trail, being 25 feet on either side of the center line of the Clearfield to Grampian trail for a total width of 50 feet, which trail traverses those parcels of land of the Grantor assessed in Clearfield County in Pike Township as #126-G10-9 and in Penn Township as #125-G10-17.

Being the same premises conveyed to Clearfield County Rails to Trails Association by deed of Rishel Enterprises, Inc., dated October 23, 2002, and recorded as Clearfield County Instrument No. 200217818.

(2) ALL that certain piece or parcel of land situated in the Township of Pike, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING at a point in the center line of Township Road T-469, said point being on the northeastern line of lands of Preston and Mary K. Michael as described in Deed Book 730, page 487, said point being the southwest corner of the parcel herein conveyed and running; thence along the northeastern line of lands of Preston and Mary K. Michael North 45 degrees 00 minutes 39 seconds West passing through a 3/4 inch rebar (set) at a distance of 48.50 feet and continuing on for a total distance of 466.44 feet to a point, said point being on the southern line of lands of Clearfield County Rails to Trails Association as recorded in Deed Book 1489, page 29, said point being South 45 degrees 00 minutes 39 seconds East a distance of 14.99 feet from a railroad rail (found); thence along the southern line of lands of the Clearfield County Rails to Trails Association the following courses and distances: along the arc of a circle curving to the right the chord of said arc running North 42 degrees 26 minutes 17 seconds East a distance of 266.70 feet to a point; along the arc of a circle curving to the right the chord of said arc running North 70 degrees 24 minutes 28 seconds East a distance of 303.54 feet to a point; along the arc of a circle curving to the right the chord of said arc running North 85 degrees 18 minutes 52 seconds East a distance of 267.99 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 89

degrees 52 minutes 57 seconds East a distance of 326.16 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 85 degrees 09 minutes 26 seconds East a distance of 304.20 feet to a point, said point being South 25 degrees 19 minutes 28 seconds West a distance of 21.20 feet for a 3/4 inch rebar (set); thence through lands of Rishel Enterprises, Inc., for a new subdivision line South 25 degrees 19 minutes 28 seconds West passing through a 3/4 inch rebar (set) at a distance of 409.00 feet and continuing on for a total distance of 426.14 feet to a point in the center line of Township Road T-469; thence along the center line of Township Road T-469 the following courses and distances: North 74 degrees 28 minutes 23 seconds West a distance of 225.77 feet to a point; North 78 degrees 46 minutes 52 seconds West a distance of 101.12 feet to a point; South 89 degrees 35 minutes 31 seconds West a distance of 102.47 feet to a point; South 71 degrees 19 minutes 12 seconds West a distance of 114.84 feet to a point; South 57 degrees 54 minutes 25 seconds West a distance of 105.87 feet to a point; South 45 degrees 50 minutes 35 seconds West a distance of 123.63 feet to a point; South 47 degrees 32 minutes 26 seconds West a distance of 100.00 feet to a point; South 44 degrees 24 minutes 15 seconds West a distance of 100.00 feet to a point and place of beginning. Containing 11.21 acres and known as Parcel 1 of the Rishel Subdivision dated September 26, 2002, and shown on map prepared by Curry and Associates and filed with the Recorder's Office to Map File No. 2654 and Instrument No. 200218066.

Being the same premises to Shawn L. and Melissa A. Bloom by deed of Rishel Enterprises, Inc., dated November 6, 2002, and recorded as Clearfield County Instrument No. 200218067.

(3) ALL that certain parcel or tract of land situated in the Township of Penn, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows: BEGINNING at a p.k. nail (set) on the center line of Township Road T-476 (also known as Sixth Street Extension), said nail being on the northern line of lands of James P. and Eunice P. Seger as described in Deed Book 1814, page 223, said place of beginning being the southeast corner of the parcel herein conveyed and running; thence along the northern line of lands of James P. and Eunice P. Seger North 65 degrees 14 minutes 24 seconds West for a distance of 834.30 feet to a 1" pin in stones (found), said pin being the northwest corner of lands of James P. and Eunice P. Segar and being on the eastern line of lands of Clement and Betty Ann Keiser as described in Deed Book 572, page 78; thence along the eastern line of lands of Clement and Betty Ann Keiser North 24 degrees 45 minutes 36 seconds East passing through a 3/4 inch rebar (set) at a distance of 1238.46 feet and continuing on for a total distance of 1263.46 feet to a 3/4 inch rebar (set), said rebar being on

the southern line of lands of Albert R. Walburn and William Walburn as recorded in Deed Book 547, page 116, said rebar being inside the rights of way of Township Road T-476; thence along the southern line of lands of Albert R. Walburn and William Walburn North 89 degrees 45 minutes 36 seconds East for a distance of 10.36 feet to a p.k. nail (set), said nail being on the center line of Township Road T-476; thence along the center line of Township Road T-476 the following courses and distances: along the arc of a circle curving to the left the chord of said arc running South 10 degrees 43 minutes 39 seconds East for a distance of 95.00 feet to a point; still along the arc of a circle curving to the left the chord of said arc running South 26 degrees 25 minutes 02 seconds East for a distance of 97.42 feet to a point; South 34 degrees 21 minutes 41 seconds East for a distance of 104.60 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 28 degrees 08 minutes 25 seconds East for a distance of 184.84 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 16 degrees 01 minutes 49 seconds East for a distance of 175.00 feet to a point; along the arc of a circle curving to the left the chord of said arc running South 09 degrees 44 minutes 21 seconds East for a distance of 153.78 feet to a point; along the arc of a circle curving to the left the chord of said arc running South 14 degrees 34 minutes 30 seconds East for a distance of 172.77 feet to a point; South 17 degrees 08 minutes 01 seconds East for a distance of 200.60 feet to a point; South 19 degrees 46 minutes 41 seconds East for a distance of 139.79 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 02 degrees 36 minutes 52 seconds East for a distance of 80.85 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 31 degrees 29 minutes 20 seconds West for a distance of 80.00 feet to a point; along the arc of a circle curving to the right the chord of said arc running South 53 degrees 08 minutes 12 seconds West a distance of 105.96 feet to a point; South 64 degrees 01 minutes 50 seconds West for a distance of 100.67 feet to a p.k. nail (set) and place of beginning.

Containing 17.4 acres, and being Parcel Number 1 of the Rishel Subdivision as shown on map prepared by Curry & Associates dated May 21, 2003, and filed with the Recorder's Office to Instrument No. 200322346.

Being the same premises conveyed to Thomas R. Shaffer and Lisa K. Shaffer husband and wife by deed of Rishel Enterprises, Inc., dated December 8, 2003, and recorded as Clearfield County Instrument No. 200322358.

The above description notwithstanding, timbering activities pursuant to this Agreement shall be limited to all acreage south of State Route 879 and all acreage north of State Route 879 that is west of Bigler Run and Fenton Run as per the contract between Swatsworth Logging and David B. Snyder dated October 9, 2002.



HANAK, GUIDO and TALADAY  
Attorneys at Law

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Nicole Hanak Bankovich  
S. Casey Bowers

November 10, 2004

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Re: Rishel v. Snyder

Dear Jim:

I am writing in response to your letter dated October 26, 2004. Mr. Snyder is willing to make payment to Rishels in the amount of \$2,470.48. We would require, however, that these funds be held in escrow until the marked trees are harvested.

Mr. Snyder has a crew ready to begin logging as soon as access is granted. He has also assured me that the trees would be harvested in a timely manner. Mr. Snyder would also require a key to access the property north of Route 879.

As we discussed previously, the above arrangement should adequately protect the interest of both our clients. Please present this proposal to the Rishels and get back to me with their reaction.

Kindly note that I have previously issued a subpoena upon Mr. Wilcox requiring him to attend and testify at the upcoming hearing on the 15th. I would like to let him known as soon as possible whether or not his attendance will be required.

Sincerely,



S. Casey Bowers

SCB/bab  
cc: David Snyder

JAMES A. NADDEO  
ATTORNEY AT LAW  
207 EAST MARKET STREET  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
~~naddeolaw@charterinternet.com~~

November 16, 2004

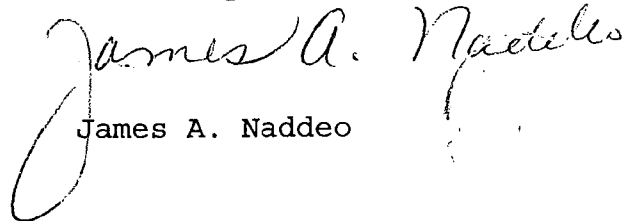
S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Re: Rishel Enterprises vs.  
David B. Snyder, et al.

Dear Casey:

My client accepts the proposal made in your letter dated November 10, 2004. I am enclosing the key. Please do not deliver the key to Mr. Snyder until the funds have been deposited into an escrow account.

Sincerely,

  
James A. Naddeo

JAN/jlr

Enclosure

cc: Rishel Enterprises

EXHIBIT "C"

HANAK, GUIDO and TALADAY  
Attorneys at Law

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Nicole Hanak Bankovich  
S. Casey Bowers

April 28, 2005

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830


Re: Rishel v. Snyder

Dear Jim:

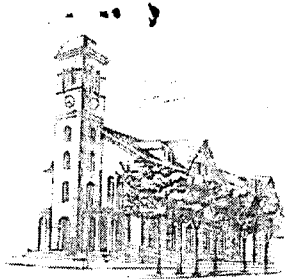
I regret to inform you that the Rishels have yet again excluded Mr. Snyder and his workers from the subject property. Mr. Snyder was in the process of removing marked timber in accordance with the offer and settlement that the Rishels accepted by your letter dated November 16, 2004.

Be advised, that Mr. Snyder has authorized me to file a Petition to Enforce Settlement if access is not granted within 7 days of the date of this letter. Further, we will seek reasonable attorney's fees incurred in connection with the filing of said Petition. Kindly advise as to how the Rishels wish to proceed.

Sincerely,

  
S. Casey Bowers

SCB/bab  
cc: David Snyder



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 4/27/06

X You are responsible for serving all appropriate parties.

\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

01/10/4234  
APR 25 2006  
2cc  
Amy Naddo  
William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

\*  
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\*  
\*  
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\*  
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\*  
\*

No. 03 - 926 - CD

**ANSWER TO MOTION FOR**  
**RECONSIDERATION**

NOW COMES the Respondent Rishel, and by its attorney,  
James A. Naddeo, Esquire, sets forth the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. Denied in that after reasonable investigation Respondent Rishel, is unable to ascertain the mental process of counsel for Petitioner Snyder including but not limited to his reasons for failing to subpoena or present evidence. In further answer thereto it is alleged that Snyder as the moving party was obligated to support his request for relief by competent evidence to the extent that factual matters were at issue.

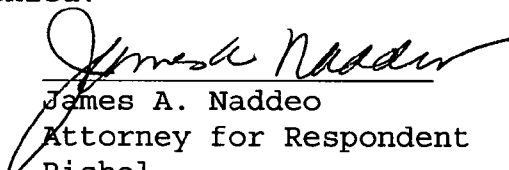
Finally, Respondent Rishel alleges that it appeared for "argument" prepared to proceed on an evidentiary basis as to all contested facts.

6. Denied in that after reasonable investigation Respondent Rishel is unable to determine what may or may not have been apparent to counsel for Snyder. In further answer thereto it is alleged that counsel for Snyder knew or should have known that there were factual issues that required resolution from a review of the pleadings filed by the parties.

7. Admitted and in further answer thereto it is alleged that the Court had no alternative but to deny Snyder's relief due to Snyder's failure to present competent evidence in support of his claim.

8. States a conclusion to which no answer is required. To the extent that an answer may be required, it is alleged that Snyder had a fair opportunity to support his claim for relief but failed to do so by his own volition. In further answer thereto, it is alleged that Snyder's prayer for relief would subject Respondent Rishel to ongoing unreasonable and vexatious litigation.

WHEREFORE, Respondent Rishel requests that Snyder's  
Request for Reconsideration be denied.

  
James A. Naddeo  
Attorney for Respondent  
Rishel



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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant.	*	

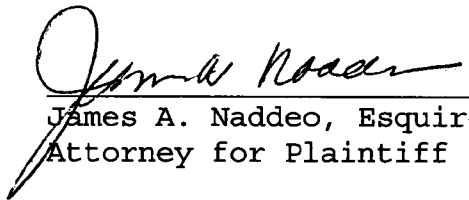
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Answer to Motion for Reconsideration filed in the above-captioned action was served on the following person and in the following manner on the 25th day of April, 2006:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Chris A. Pentz, Esquire  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

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

VS.

DAVID B. SNYDER, an  
individual,  
Defendant

VS.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

[illegible]

No. 03 - 926 - CD

Type of Pleading:

MOTION AND ORDER  
CONTINUANCE

Filed on behalf of:  
Plaintiff

Counsel of Record for  
This party:

James A. Naddeo, Esq.  
Pa I.D. 06820

207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

FILED <sup>2cc</sup>  
 010.3121 Amy Nadder  
 MAY 08 2006 (CR)

**William A. Shaw**  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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No. 03 - 926 - CD

ORDER

AND NOW this 8th day of May, 2006, upon  
consideration of the Motion of James A. Naddeo, attorney of  
record for Plaintiff, it is the Order of this Court that the  
Evidentiary Hearing scheduled for May 15, 2006, be continued  
until the 4th day of August, 2006 at 1:30 P m.

BY THE COURT,

Paul E Cherry

FILED acc  
03:51/311 Any/Naddeo  
MAY 08 2006 ER

William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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No. 03 - 926 - CD


**MOTION FOR CONTINUANCE**

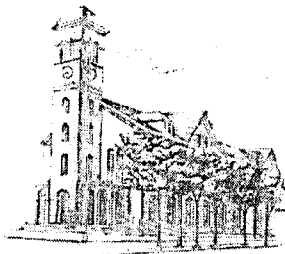
AND NOW comes James A. Naddeo, Esquire, attorney for  
Plaintiff in the above-captioned matter, and sets for the  
following:

1. That this case is scheduled for an evidentiary  
hearing on May 15, 2006, at 10:00 a.m.
2. That counsel for Plaintiff has litigation pending  
in the State of California.
3. That counsel has received notice that his presence  
will be required in California commencing May 11, 2006 through  
May 15, 2006.
4. That S. Casey Bowers, Counsel for Snyder, has been  
notified and has no objection to the continuance.

WHEREFORE, your Petitioner respectfully requests that the Evidentiary Hearing scheduled for May 15, 2006, be continued.

Respectfully submitted,

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 5/8/06

X You are responsible for serving all appropriate parties.

\_\_\_\_\_ The Prothonotary's office has provided service to the following parties:

\_\_\_\_\_ Plaintiff(s)/Attorney(s)

\_\_\_\_\_ Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:



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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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No. 03 - 926 - CD

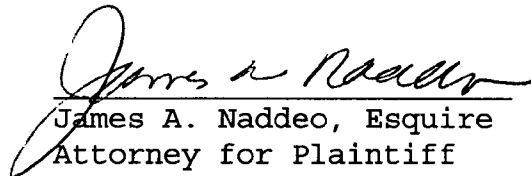
**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Motion and Order for Continuance filed in the above-captioned action was served on the following persons and in the following manner on the 9th day of May, 2006:

First-Class Mail, Postage Prepaid

S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

Chris A. Pentz, Esquire  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff



CN

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

RISHEL ENTERPRISES,  
Plaintiff  
vs.

No. 03-926-C.D.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING :  
CO., :  
Additional Defendant :

FILED 4cc Atty Bowers  
0/11:45 am (will serve)  
JUL 27 2006 JS

William A. Shaw  
Prothonotary

**CONSENT ORDER**


The parties, through their respective counsel, hereby consent to the relief sought by Defendant in his Motion for Reconsideration now pending before this Court.

Hearing on all matters raised in Defendant's Petition to Enforce Judgment shall be held on the 11<sup>th</sup> day of September, 2006, at 9:00

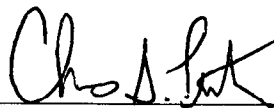
o'clock A m. in Courtroom No. 2, Clearfield County Courthouse,  
Clearfield, Pennsylvania.



S. Casey Bowers  
Attorney for David B. Snyder



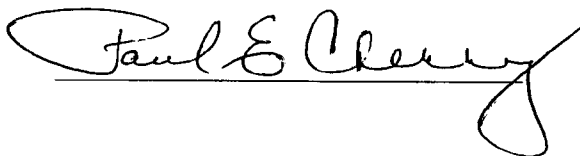
James A. Naddeo  
Attorney for Rishel Enterprises



Chris A. Pentz  
Attorney for James Swatsworth

BY THE COURT:

July 27, 2006



CA

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

RISHEL ENTERPRISES, INC. :

-VS- :

DAVID B. SNYDER, an  
individual :

-VS- :

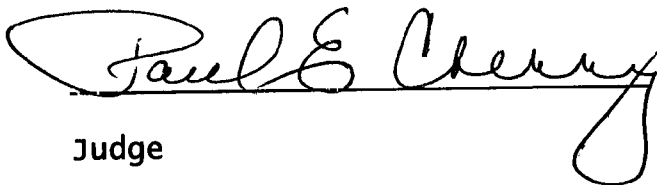
No. 03-926-CD

JAMES R. SWATSWORTH,  
t/d/b/a SWATSWORTH LOGGING  
COMPANY :

O R D E R

NOW, this 11th day of September, 2006, following  
evidentiary hearing on Petition to Enforce Settlement  
Agreement, it is the ORDER of this Court that counsel  
provide the Court with findings of fact, conclusions of law  
and letter brief within no more than thirty (30) days of  
receipt of transcript.

BY THE COURT,

  
Judge

2cc Atty's:  
0193361 Naddo  
SEP 12 2006 Bowers  
Pentz  
William A. Shaw  
Prothonotary/Clerk of Courts

CR

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

FILED No cc  
013:41161  
DEC 04 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

RISHEL ENTERPRISES, INC. :

-VS- :

DAVID B. SNYDER, an  
individual :

-VS- :

JAMES R. SWATSWORTH, t/d/b/a :  
SWATSWORTH LOGGING COMPANY :

No. 03-926-CD

N O T I C E

In accordance with the Rules of Appellate Procedure, Rule 1922, Notice is hereby given that if no objections are made to the text of the transcript within five (5) days after such notice, the transcript in the above-captioned matter will become part of the record upon being filed in the Prothonotary's office.

November 27, 2006

Date

Thomas D. Snyder

Thomas D. Snyder, RPR  
Official Court Reporter

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

RISHEL ENTERPRISES, INC. : NO. 03-926-CD  
:  
V. :  
:  
DAVID B. SNYDER, an individual :  
:  
V. :  
:  
JAMES R. SWATSWORTH, :  
t/d/b/a SWATSWORTH LOGGING :  
COMPANY :

FILED

FEB 12 2007

013:501 u  
William A. Shaw  
Prothonotary/Clerk of Courts

CERT. TO  
NANDRO  
PETER  
+  
BOWMAN  
+  
MURPHY

OPINION

The Plaintiff, Rishel Enterprises, Inc. (hereinafter "Plaintiff") filed suit on June 24, 2003 against Defendant, David B. Snyder (hereinafter "Snyder") for violation of contracts and conversion of timber. Snyder filed a counter claim alleging intentional interference with contractual relations and joined additional Defendant, James R. Swatsworth t/d/b/a Swatsworth Logging Company (hereinafter "Swatsworth") with claims against said additional Defendant for indemnification and contribution, breach of contract and unjust enrichment.

On April 20, 2004, Snyder and Rishel entered into a settlement Agreement which provided for the settlement of the matters involved.

In this matter, it has been determined that Rishel is the owner of real property from which the trees that are the subject of the lawsuit were sold. Rishel sold the trees upon his property to Defendant Swatsworth. Thereafter, Swatsworth entered into an Agreement with Snyder by which Swatsworth sold the timbering rights of the trees.

Snyder purchased the right to harvest all species of trees twelve inches and up chest high. The settlement Agreement provided that Rishel agreed to permit Snyder to harvest the remainder of the trees on its property and to remove the remaining trees as expeditiously as possible. All timbering operations were to be completed within Two Hundred Forty (240) days. Calculation of the 240 days from the date of the Agreement would have been December 17, 2004. The settlement Agreement contained a provision by the parties that the Agreement may not be modified unless by writing signed by both parties.

On May 14, 2004, Snyder's agents were found cutting undersized trees for the second time on the Rishel property. Rishel excluded Snyder's agents from the property to prevent the removal of the timber that it had not sold. On September 20, 2004, Snyder filed a Motion to Enforce Settlement and requested this Court Order Rishel to grant him access to the property in order to harvest the remainder of the trees. The parties settled that controversy by letters exchanged between their attorneys and not by a signed written Agreement of the parties.

The Court finds the parties agreed as follows: Snyder would compensate Rishel for undersized timber previously cut and reported by Forester, Mr. Wilcox. Rishel would give Snyder immediate access to the property and Snyder would escrow the value of the undersized timber with his counsel - Two Thousand Four Hundred Seventy Dollars and Forty Eight Cents (\$2,470.48). On November 23, 2004, Snyder received the key to the property.

The Court finds that there were approximately Eleven Hundred trees remaining on the Rishel property to be harvested. The Court further finds that no weather conditions existed during the months of November and December, 2004 that would have prohibited

the removal of the trees by Snyder. The Court finds that Snyder had more than sufficient opportunity and time to remove the remaining trees before December 17, 2004 as was agreed upon by the parties in their Settlement Agreement of April 20, 2004.

On April 25, 2005, Snyder attempted to begin logging operations again on the Rishel property. Rishel excluded Snyder from the property. On June 30, 2005, Snyder filed the Petition to Enforce Settlement. A hearing was held on September 11, 2006 on the Petition to Enforce Settlement. Following hearing, the Court Ordered the parties file Briefs, Proposed Findings of Fact and Conclusions of Law which were timely received by this Court. This matter is ripe for decision.

This Court hereby finds that the parties had agreed to a settlement and reduced their Agreement to writing on April 20, 2004. The Court is satisfied that each party specifically bargained for the terms of that Agreement. In particular, the Court finds that Rishel bargained for a specific time frame by which Snyder would be required to harvest the remainder of the trees from his property. Snyder bargained for the right to remove all trees greater than twelve inches D.B.H. that had not been previously timbered. Both parties also agreed that the terms of the Agreement were not to be modified except by writing signed by both parties.

Subsequent to the Agreement of April 20, 2004, the parties resolved a breach of that Agreement by Snyder, through their attorneys. The terms of the resolution were that Snyder would pay for the undersized trees that had been cut and that he would be permitted to reenter the property to harvest the remainder of the trees. The Court finds that the second Agreement made by the parties' attorneys did not effect any term as agreed upon in the initial Settlement Agreement of April 20, 2004. The Court finds that

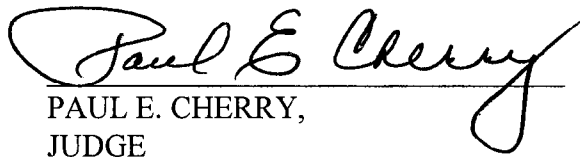
the terms of the initial Agreement continued in full force and effect. The Court further finds that the time frame as set forth in the Settlement Agreement of April 20, 2004 was not modified by the correspondence between the attorneys.

It is the finding of this Court that the Settlement Agreement of April 20, 2004 stands as agreed upon and unmodified by the parties. The Court finds that Snyder had until December 17, 2004 to remove the trees from the Rishel property. He had every opportunity to do so and did not comply. The time period that Snyder had to be on the Rishel property to remove the trees had expired. There are no terms under the Settlement Agreement of April 20, 2004 to which Snyder is entitled to have this Court enforce and therefore, the Petition to Enforce Settlement must be DENIED. Based upon the foregoing, the Court enters the following ORDER:

**ORDER**

AND NOW, this 8<sup>th</sup> day of February, 2007, following hearing on Petition to Enforce Settlement, the timely receipt of Briefs and upon consideration of the same, it is the ORDER of this Court that Defendant Snyder's Petition to Enforce Settlement shall be and is hereby DENIED.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE



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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on Behalf of:  
Movant, S. Casey Bowers and  
the law firm of Hanak, Guido  
and Taladay

Date: March 23, 2007

**FILED** <sup>ICC</sup>  
MAR 26 2007  
12:30 PM  
Amy Bowers  
William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	


**CERTIFICATE OF SERVICE**

I do hereby certify that on the 23<sup>rd</sup> day of March, 2007, a copy of the foregoing Motion to Withdraw as Counsel was forwarded, by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

David B. Snyder  
R.D. #3, Box 331  
Reynoldsville, PA 15851

  
\_\_\_\_\_  
S. Casey Bowers

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	Type of Pleading: MOTION TO
	:	WITHDRAW AS COUNSEL
vs.	:	
	:	Filed on behalf of:
JAMES R. SWATSWORTH, t/d/b/a	:	Movant, S. Casey Bowers and
SWATSWORTH LOGGING	:	the law firm of Hanak, Guido
CO.,	:	and Taladay
Additional Defendant	:	

FILED <sup>icc</sup>  
MAR 12 3:30 PM  
MAR 26 2007  
Atty Bowers

William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**MOTION TO WITHDRAW AS COUNSEL**

AND NOW, comes Movant, S. Casey Bowers, Esquire and the law firm of Hanak, Guido and Taladay, who moves this Honorable Court to withdraw as counsel for Plaintiff, DAVID B. SNYDER, in the above captioned matter and in support thereof, the following is averred:

1. Plaintiff, David B. Snyder and the undersigned entered into a fee agreement wherein Plaintiff agreed to pay a specified sum of money for legal representation and court costs.
2. The undersigned counsel, and the law firm of Hanak, Guido and Taladay, conducted on-going litigation, settlement negotiations and prepared and filed documents on behalf of Snyder.

3. Despite an understanding requiring payment by Snyder for professional services on an hourly fee basis, and despite repeated written and oral demands, movant has not received payments on the fees and costs advanced on behalf of Snyder.

4. Snyder has been notified of his failure to fill his obligation to the undersigned and has been given written warning that the undersigned will withdraw as counsel unless he fulfills said obligation.

5. Continued representation of Snyder without payment of fees and costs or the prospect of such payments, has resulted in an unreasonable financial burden to the undersigned, and to the law firm of Hanak, Guido & Taladay.

6. Good cause exists under Rule 1.16(b)(4) of the Pennsylvania Rules of Professional Conduct for the undersigned counsel's withdrawal insofar as Snyder has failed to fulfill his obligation to the undersigned counsel.

WHEREFORE, the undersigned counsel requests that this Honorable Court grant him and the law firm of Hanak, Guido & Taladay withdraw his appearance on behalf of Snyder in this action, as it appears that the client can not abide by the terms of the fee agreement governing representation.

Respectfully submitted,



---

S. Casey Bowers  
Attorney for Defendant

14

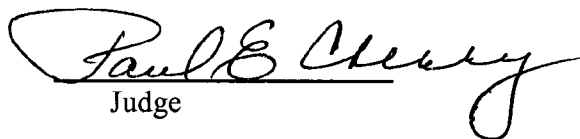
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL ACTION-LAW

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**ORDER OF COURT**

AND NOW, this 27<sup>th</sup> day of March, 2007, upon consideration of the foregoing Motion to Withdraw, it is hereby ordered that S. Casey Bowers and the law firm of Hanak, Guido & Taladay be granted the relief sought therein and are hereby withdrawn as counsel for David B. Snyder.

BY THE COURT:

  
Judge

FILED <sup>icc</sup>  
MAR 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

<sup>icc</sup> Atty Naddeo  
Bowers  
Pentz  
<sup>icc</sup> David Snyder  
RR 3, Box 331  
Reynoldsville, PA 15851

GP

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

RISHEL ENTERPRISES, INC.  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:  
**PRAECIPE TO  
WITHDRAW**

Filed on Behalf of:  
DEFENDANT

Counsel of Record for  
This Party:  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
528 Liberty Boulevard  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: December 12, 2007

**FILED** <sup>NO CC</sup>  
m/10:32/07  
DEC 13 2007  
Copy to CIA  
William A. Shaw  
Prothonotary/Clerk of Courts

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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
	:	
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**PRAECIPE TO WITHDRAW**

TO THE PROTHONOTARY:

In accordance with the Order of this Court dated March 28, 2007,  
please withdraw my appearance as counsel on behalf of Defendant,  
David B. Snyder, in the above captioned matter.



---

S. Casey Bowers  
Attorney for Defendant



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

RISHEL ENTERPRISES, INC.	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 12th day of December, 2007, I  
served a copy of the within Praeceptum to Withdraw, by first class mail,  
postage prepaid, to:

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

David B. Snyder  
R.D. #3, Box 331  
Reynoldsville, PA 1585

  
\_\_\_\_\_  
S. Casey Bowers

IN THE SUPERIOR COURT OF PENNSYLVANIA

Docket No. 363 WDA 2006

RISHEL ENTERPRISES, INC.  
Appellee

vs.

DAVID B. SNYDER,  
Appellant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Appellee

---

**APPELLANT'S MOTION  
TO DISCONTINUE**

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Appeal from Order dated January 17, 2006,  
as Entered in the Court of Common Pleas  
of Clearfield County, Criminal Division  
at No. 03-926-C.D.

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
Attorneys for Appellants  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
(814) 371-7768

IN THE SUPERIOR COURT OF PENNSYLVANIA

RISHEL ENTERPRISES, INC.,	:	
Appellee	:	
vs.	:	Superior Court Docket
	:	No. 336 WDA 2004
DAVID B . SNYDER, an	:	
individual,	:	
Appellant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING CO.,	:	
Appellee	:	

**APPELLANT'S MOTION TO**  
**DISCONTINUE**

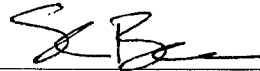
Appellant, DAVID B . SNYDER, by and through his attorneys,  
HANAK, GUIDO AND TALADAY, hereby requests this Court to  
discontinue the appeal representing as follows:

1. After further review, it is apparent that claims against the third  
party Defendant, JAMES R. SWATSWORTH, t/d/b/a SWATSWORTH  
LOGGING CO., remain unresolved in the lower court. As such, the  
present appeal is interlockutory.

WHEREFORE, Appellant, DAVID B. SNYDER, hereby requests this

Court to discontinue the present appeal and return jurisdiction to the  
Clearfield County of Common Pleas.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

S. Casey Bowers  
Attorney for Appellant

IN THE SUPERIOR COURT OF PENNSYLVANIA

RISHEL ENTERPRISES, INC.,	:	
Appellee	:	
vs.	:	Superior Court Docket
	:	No. 336 WDA 2004
DAVID B . SNYDER, an	:	
individual,	:	
Appellant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING CO.,	:	
Appellee	:	

**ORDER OF COURT**

AND NOW, this \_\_\_\_\_ day of April, 2006, upon consideration of Appellant's Motion to Discontinue, said Motion is granted and the present Appeal is hereby discontinued.

BY THE COURT:

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 31st day of March, 2006, I  
mailed a copy of the within Appellant's Motion to Discontinue by  
first class mail, postage prepaid, to the following counsel of record:

James A. Naddeo, Esq.  
207 East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

Chris A. Pentz, Esq.  
207 E. Market Street  
Clearfield, PA 16830

HANAK, GUIDO AND TALADAY

By:   
S. Casey Bowers  
Attorney for Appellant

**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Telephone: (814) 371-7768  
Fax: (814) 371-1974

Nicole Hanak Bankovich  
S. Casey Bowers

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
scbowers@verizon.net

March 31, 2006

Eleanor R. Valecko  
Deputy Prothonotary  
Superior Court of Pennsylvania  
600 Grant Building  
310 Grant Street  
Pittsburgh, PA 15219-2297

Re: Rishel Enterprises Inc v.  
Snyder, D., et al  
No. 363 WDA 2006

Dear Ms. Valecko:

Enclosed please find an original and two copies of Appellant's Motion to Discontinue relative to the above captioned matter for consideration by the Court.

If you should have any questions, please advise.

Sincerely,



S. Casey Bowers

SCB/bab  
Enc.

cc: James A. Naddeo, Esq. (w/enc.)  
Christ A. Pentz, Esq. (w/enc.)

bcc: Prothonotary

Watch Caption - Amended 10/18/03

Civil Other

Date		Judge
06/24/2003	① Filing: Civil Complaint Paid by: James Naddeo, Esq. Receipt number: 1861988 Dated: 06/24/2003 Amount: \$85.00 (Check) 1 CC to Shff. 21	No Judge
08/08/2003	② Sheriff Returns; Now July 16, 2003 Served complaint on Defendant. Shff. Hawkins \$28.20, Surcharge \$10, Jeff. Co. Shff. \$57.20, Paid by Atty. 2	No Judge
08/22/2003	③ Answer To Complaint And Counterclaim. filed by s/S. Casey Bowers, Esq. Verification s/David B. Snyder Certificate of Service 4 cc Atty Bowers 15	No Judge
	④ Complaint To Join Additional Defendant. filed by s/S. Casey Bowers, Esq. Verification s/David B. Snyder Certificate of Service 4 cc Atty Bowers 30	No Judge
09/05/2003	⑤ Answer To Complaint To Join Additional Defendant. filed by s/Chris A. Pentz, Esq. Certificate of Service 2 cc Atty Pentz 8	No Judge
	⑥ Answer To Counterclaim. filed by s/James A. Naddeo, Esquire 6 Verification s/Kenneth Rishel Certificate of Service 1 cc Atty Naddeo	No Judge
09/26/2003	⑦ Sheriff Returns: Now Aug. 29, 2003 served complaint on Defendant at residence. Shff. Hawkins \$22.69 Surcharge \$10.00 Paid by Atty. 1	No Judge
10/01/2003	⑧ Certificate of Service of Notice of Taking Deposition of James R. Swatsworth filed by Atty. Naddeo. 2	No Judge
	⑨ Certificate of Service of Notice of Taking Deposition of David B. Snyder. No cc. 2	No Judge
10/06/2003	⑩ Notice of Service of Interrogatories Directed to Plaintiff and Request for Production of Documents filed by Atty. Naddeo 1 CC to Atty. 3	No Judge
10/08/2003	⑪ Praeipce to Amend Caption with Consent. 5 filed. 1 Cert. to Atty.	No Judge
11/04/2003	⑫ Certificate of Service of Plff. Answers to Defendant Snyder's Interrogatories. No CC. 2	No Judge
11/17/2003	⑬ Praeipce To List For Trial. filed by, s/James A. Naddeo, Esquire 3 Certificate of Service 1 cc to Atty Copy to CA	No Judge
01/08/2004	⑭ ORDER, NOW, this 6th day of January, 2004, re: CA to remove case from the Civil Jury Trial List and transfer same to the Civil Non-Jury Trial List. by the Court, s/PEC, J. 1 cc Atty Naddeo, S. Bowers, and Pentz 1	Paul E. Cherry
01/26/2004	⑮ ORDER, AND NOW, this 23rd day of January, 2004, re: Discovery deadline for all Answers to written Discovery and/or Depositions shall be no later than March 22, 2004. Non-Jury Trial scheduled for April, 22 and 23, 2004, at 9:00 a.m. Motions shall be filed no later than 30 days prior to commencement of trial. Parties shall mark all Exhibits for trial in advance of trial to speed introduction of Exhibits. by the Court, s/PEC, J. 1 cc Atty Naddeo, Bowers, and Pentz 1	Paul E. Cherry
01/28/2004	⑯ Amended Order: AND NOW, this 28th day of January, 2004 folowing Pre-Trial Conference, it is the Order of this Court: S/PEC 1 CC to Attys Naddeo, Bowers, Pentz. 1	Paul E. Cherry
04/21/2004	⑰ ORDER, AND NOW, this 21st day of April, 2004, re: Parties to provide this Court with an executed Settlement Agreement within 10 days of this date. by the Court, s/PEC, J. 1 cc Attys Naddeo, Bowers, Pentz 1	Paul E. Cherry
09/20/2004	⑱ Motion to Enforce Settlement, filed on behalf of David B. Snyder, by s/S. Casey Bowers, Esq. One CC Attorney Bowers 17	Paul E. Cherry
09/23/2004	⑲ Order AND NOW, this 22nd day of SEpt, 2004, upon consideration of Motion to Enforce Settlement that a rule is entered upon Plff. to show cause why the Motion should not be granted. Rule Returnable for hearing Nov. 15, 2004. S/PEC 1 CC to Atty. Bowers.	Paul E. Cherry
10/18/2004	⑲ Answer To Motion to Enforce Settlement, filed on behalf of: Plaintiff, by s/ James A. Naddeo, Esq. 1CC Atty. Certificate of Service, Oct. 15th, 2004 upon S. Casey Bowers, Esq. 8	Paul E. Cherry



## Civil Other

Date		Judge
06/09/2005	(20) Petition To Enforce Settlement And For Attorney's Fees Against Rishel Enterprises, Inc., filed by s/ S. Casey Bowers, Esquire. 1CC Atty Bowers	24 Paul E. Cherry
06/10/2005	L Order, And Now, this 10th day of June, 2005, upon consideration of the foregoing petition, it is hereby ordered that: (see original). BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers	Paul E. Cherry
06/16/2005	(21) Certificate of Service, copy of Order dated June 10, 2005, served upon James A. Naddeo, Esquire, and Chris A. Pentz, Esquire. No CC	2 Paul E. Cherry
06/30/2005	(22) Answer To Petition To Enforce Settlement, filed by s/ James A. Naddeo, Esquire. 3CC Atty Naddeo	8 Paul E. Cherry
11/07/2005	(23) Praecipe for Argument filed. By s/ S. Casey Bowers, Esquire. 1CC Atty Bowers	5 Paul E. Cherry
11/08/2005	L Order of Court AND NOW, this 7th day of November 2005, upon consideration of Plaintiff's Petition to Enforce Settlement and for Attorney's Fees Against Rishel Enterprises Inc., IT IS HEREBY ORDERED AND DECREED that argument is scheduled for the 12th day of December 2005 at 11:30 a.m. in Courtroom No. 2. BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Atty Bowers.	Paul E. Cherry
01/18/2006	Order, NOW, this 17th day of Jan., 2006, upon consideration of the Petition to Enforce Settlement and following argument held, it is the Order of this Court that Defendant's Petition to Enforce Settlement shall be and is hereby Dismissed. It is the further Order of this Court that Defendant Snyder shall forthwith release the escrow monies to Plaintiff. It is the further Order of this Court that Def. Snyder's request for attorney fees shall be and are hereby Denied. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz.	2 Paul E. Cherry
02/14/2006	(24) Filing: Appeal to High Court Paid by: Bowers, S. Casey (attorney for Snyder, David B.) Receipt number: 1912477 Dated: 02/14/2006 Amount: \$45.00 (Check)	8 Paul E. Cherry
	Notice of Appeal, to Superior Court, filed by s/ S. Casey Bowers, Esquire. 1CC & 60.00 check to Superior Court	Paul E. Cherry
02/22/2006	(25) Order, NOW, this 22nd day of Feb., 2006, Ordered that Appellant file a concise statement of the matters complained of on Appeal no later than 14 days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure. By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Bowers, Pentz	2 Paul E. Cherry
02/23/2006	(26) Appeal Docket Sheet, filed. No CC 363 WDA 2006	3 Paul E. Cherry
03/03/2006	(27) Concise Statement of Matters Complained of on Appeal, filed by s/S. Casey Bowers, Esquire. 1CC Atty. Bowers	4 Paul E. Cherry
03/13/2006	(28) Original Transcript of Proceedings, had in open court on Dec. 12, 2005 before The Honorable Paul E. Cherry, Judge, filed.	sk Paul E. Cherry

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs

DAVID B. SNYDER, an  
individual,  
Defendant

vs

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant

RECEIVED

JAN 19 2004

COURT ADMINISTRATOR'S  
OFFICE.

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\* No. 03-926-C.D.  
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\* Type of Case: Civil  
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\* Type of Pleading: PreTrial  
\* Statement  
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\* Filed on Behalf of: Additional  
\* Defendant, James R. Swatsworth  
\*  
\*  
\*  
\* Counsel of Record for this  
\* Party:  
\* CHRIS A. PENTZ, Esquire  
\*  
\* Supreme Court I.D. # 39232  
\* 211 ½ East Locust Street  
\* P. O. Box 552  
\* Clearfield PA 16830  
\* 814 765-4000  
\*

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs	*	No. 03-926-C.D.
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant	*	

ADDITIONAL DEFENDANT'S PRE-TRIAL STATEMENT

I. Narrative Statement of the Case- The factual statement set forth in the Plaintiff's PreTrial Statement is adopted by the Additional Defendant Swatsworth. Additionally, Swatsworth was never retained by Defendant Snyder to supervise and direct the activity of the contract loggers.

II Statement of Unusual Questions of Law.

None.

III Witnesses.

1. James R. Swatsworth      Liability  
R. D. # 2 Box 145B  
Curwensville PA 16833    (814 236-3835)
2. Rodney Swatsworth      Liability  
R. D. # 2 Box 145B  
Curwensville PA 16833    (814 236-3835)
3. Clayton D. Maines      Liability  
Spruce Street, Bradford Township  
Clearfield County PA (814 857-7025)

4. All witnesses set forth in Plaintiff's and Defendant's  
Pretrial statements.

IV Medical Reports.

Not applicable.

V Expert Reports.

None.

VI Special Damages.

None.

VII Exhibits.

All exhibits as set forth in Plaintiff's and Defendant's PreTrial Statement.

VIII Photographs, Plans or Plots.

All exhibits as set forth in Plaintiff's and Defendant's PreTrial Statements.

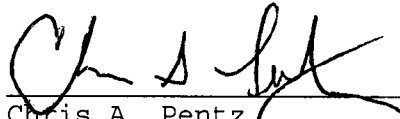
IX Estimated Time of Trial.

Two (2) days.

X. Stipulations.

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris A. Pentz", written over a horizontal line.

Chris A. Pentz  
Attorney for Additional Defendant

CHRIS A. PENTZ  
ATTORNEY AT LAW  
211½ East Locust Street  
CLEARFIELD, PENNSYLVANIA 16880



211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

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

RISHEL ENTERPRISES, INC.,	*	
Plaintiff	*	
	*	
vs.	*	No. 03 - 926 - CD
	*	
DAVID B. SNYDER, an	*	
individual,	*	
Defendant	*	
	*	
vs.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant	*	

**PLAINTIFF'S PRE-TRIAL STATEMENT**

NOW COMES the Plaintiff, RISHEL ENTERPRISES, INC., and by its attorney, James A. Naddeo, Esquire, sets forth the following:

I. Factual Statement.

Plaintiff is the owner of a parcel of land located in Pike and Penn Townships, Clearfield County, Pennsylvania, by Deed dated July 21, 1997, and recorded in Clearfield County Deed Book 1867, Page 467.

In October 2002, Plaintiff entered into an Agreement with James R. Swatsworth t/d/b/a Swatsworth Logging Co. to sell the timber on Plaintiff's property. Swatsworth in turn entered into an Agreement with Defendant, David B. Snyder, dated October 9, 2002, providing for the purchase by David B. Snyder of the

same timber that Swatsworth acquired from Plaintiff. The Agreement between Swatsworth and Plaintiff provided as follows:

"Diameter of trees to be cut shall be no less than twelve (12) inches chest high."

The Agreement between Swatsworth and Snyder contained a similar provision which states as follows:

"TIMBER TO BE HARVESTED: All species 12 inches and up chest high."

Defendant Snyder arranged to cut the timber from Plaintiff's property. Subsequently, Plaintiff discovered that Defendant Snyder was removing timber from Plaintiff's property, the size of which was less than 12" and up chest high. At that point Plaintiff immediately terminated the harvesting of trees from its property. To Plaintiff's knowledge no further trees have been cut since the date upon which Plaintiff directed Defendant Snyder's cutters to remove themselves from Plaintiff's land.

## II. Exhibits.

A. Photographs of trees cut at direction of David B. Snyder. See attached.

B. Expert Report of Darrell E. Wilson dated January 14, 2004. See attached.



C. Bill for services - Darrell E. Wilson. See attached.

D. Plaintiff's Deed to the property in question. See attached.

E. Plaintiff's contract with James R. Swatsworth. See attached.

F. Contract between Swatsworth and Snyder. See attached.

### III. Witnesses.

A. Kenneth K. Rishel, 1229 Turnpike Avenue, Clearfield, PA 16830 - damage/liability.

B. James Rishel, 1229 Turnpike Avenue, Clearfield, PA 16830 - damage/liability.

C. James R. Swatsworth, Curwensville, PA 16833 - damage/liability.

D. Darrell E. Wilson, 1011 Winterset Road, Ebensburg, PA 15931 - damage.

E. One or more of the persons who cut timber on Plaintiff's property as identified in depositions taken on October 31, 2003.

IV. Legal Theory.

Plaintiff is seeking damage for conversion of its timber by the Defendants. In addition to any other civil remedies which Plaintiff may have, Plaintiff invokes 42 Pa.C.S.A. §8311. The foregoing statute authorizes Plaintiff to recover the cost of establishing the value of the timber. It also provides for treble damages where the act of the Defendant is deemed to be deliberate. Plaintiff is seeking treble damages against Defendant, David B. Snyder.

V. Damages.

A. Costs incurred for the employment of Forester, Darrell E. Wilson, to cruise timber and prepare his report.

B. Cost incurred by Plaintiff to have expert witness, Darrell E. Wilson, appear and testify at the trial of this case.

C. Three times the market value of the timber as defined by 42 Pa.C.S.A. §8311, which totals \$14,751.00.

VI. Extraordinary Evidentiary Problems.

None

VII. Stipulations.

None

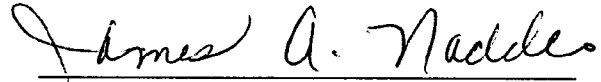
VIII. Special Points for Charge.

None

IX. Estimated Time for Trial.

One to two (1-2) days.

Respectfully submitted,

A handwritten signature in cursive script, reading "James A. Naddeo". The signature is written in dark ink and is positioned above a horizontal line.

James A. Naddeo, Esquire  
Attorney for Plaintiff

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING CO.,  
Additional Defendant.

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No. 03 - 926 - CD

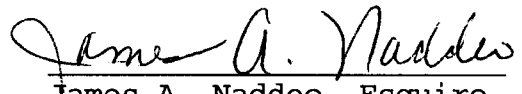
**CERTIFICATE OF SERVICE**

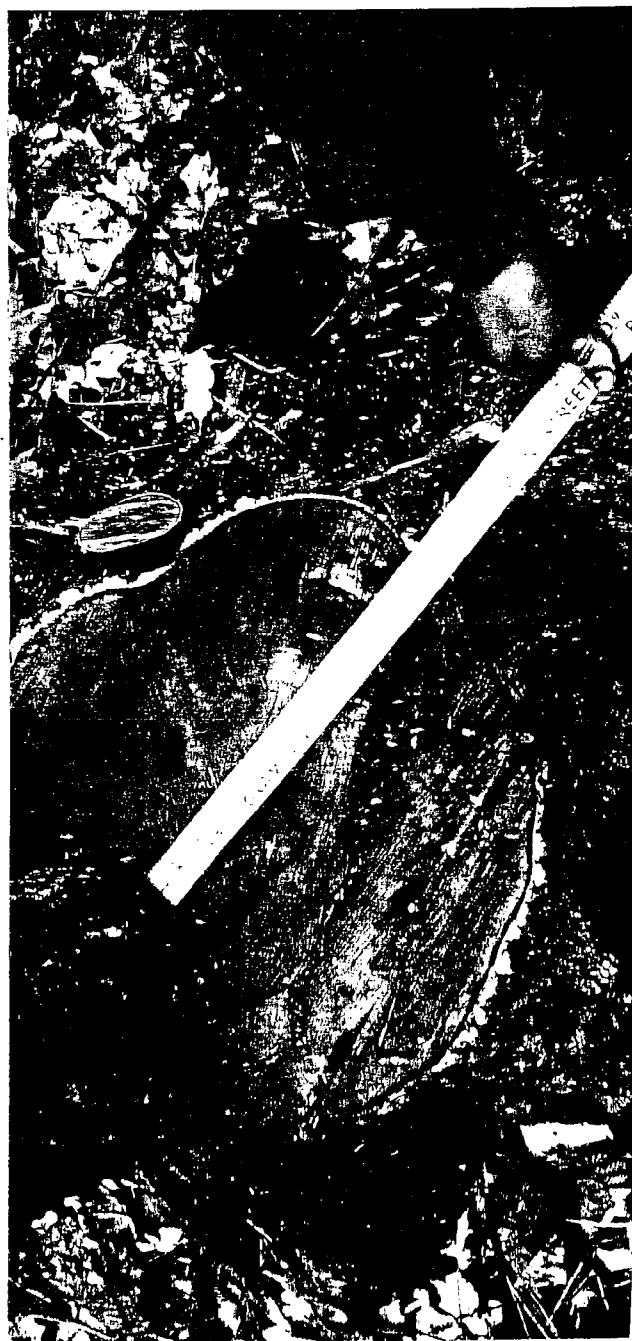
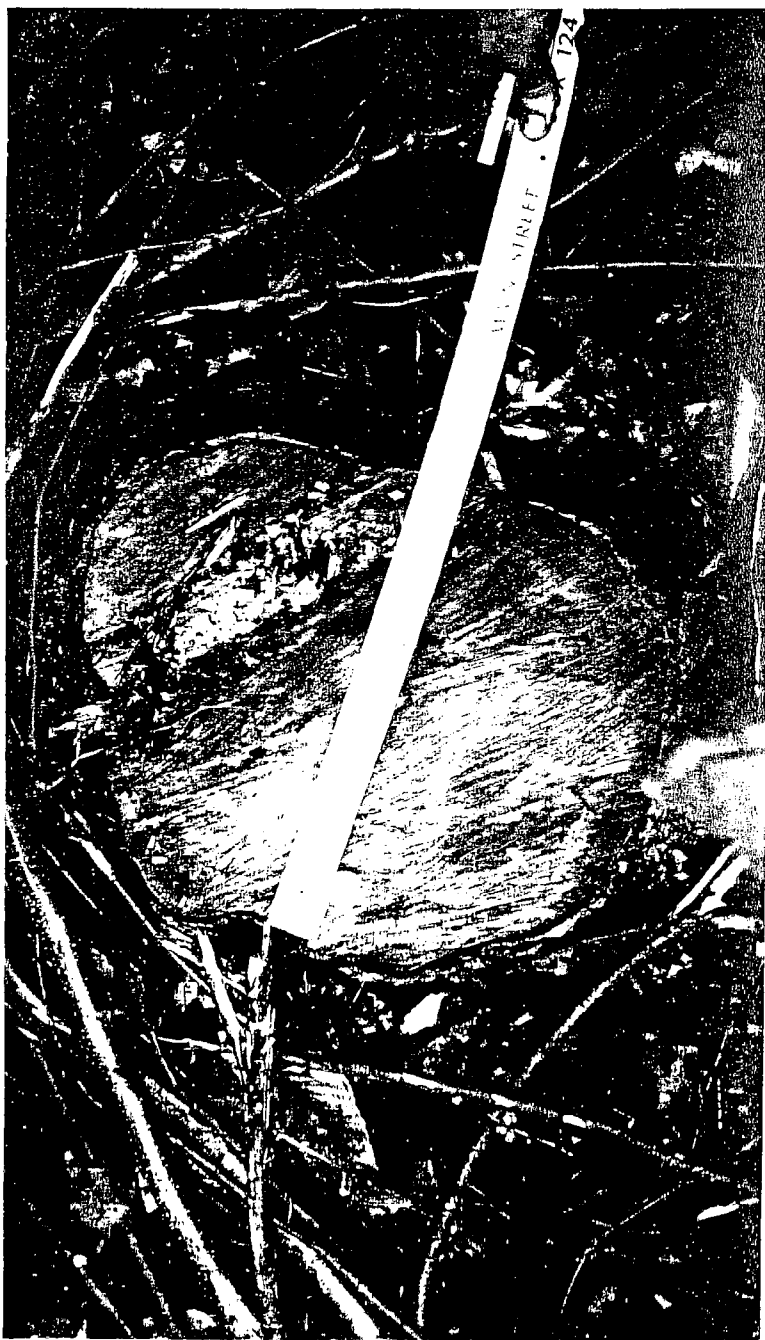
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Plaintiff's Pre-Trial Statement filed in the above-captioned action was served on the following persons and in the following manner on the 15<sup>th</sup> day of January, 2004:

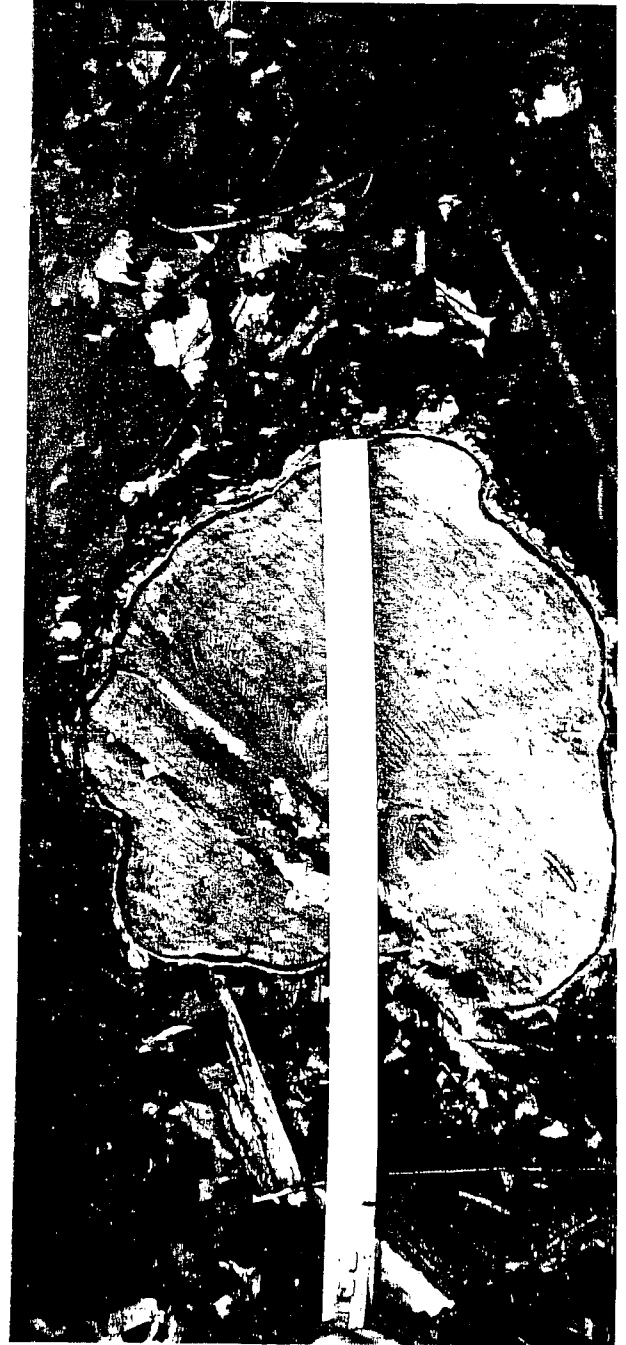
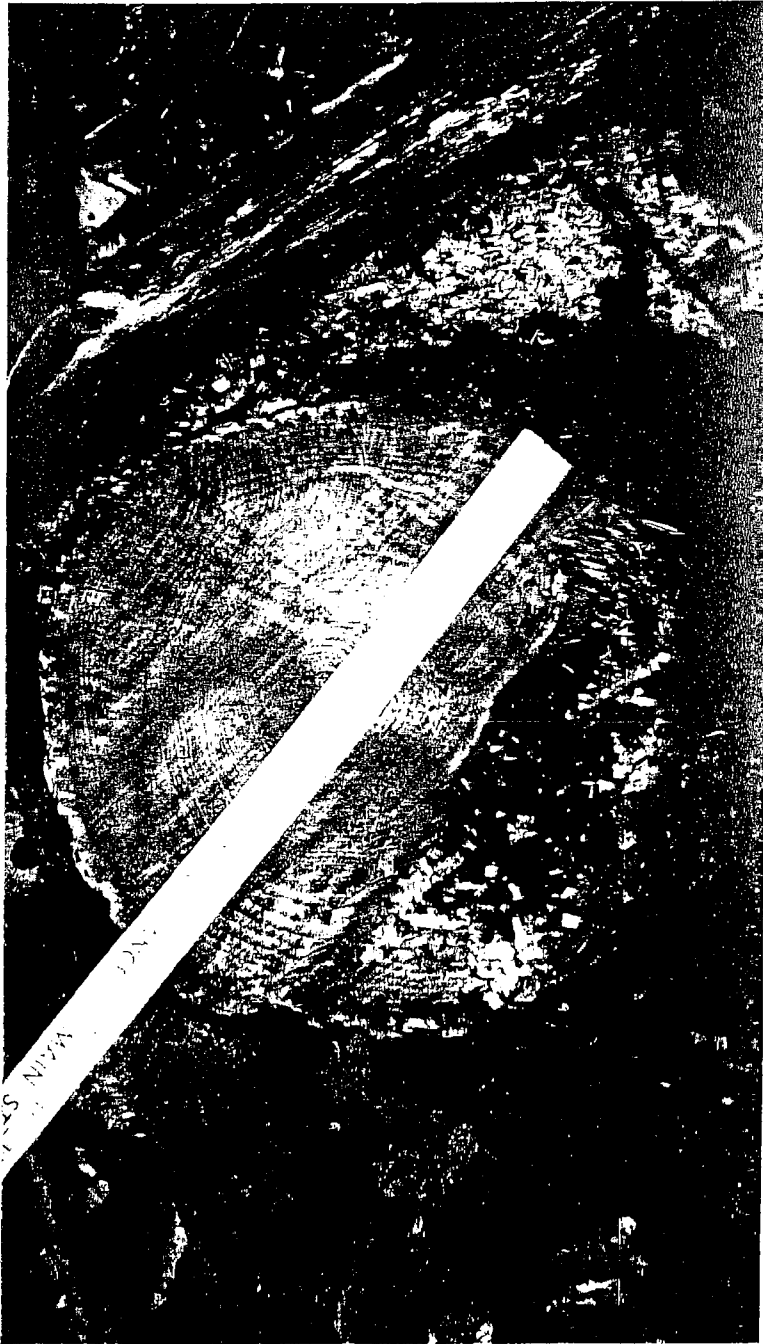
First-Class Mail, Postage Prepaid

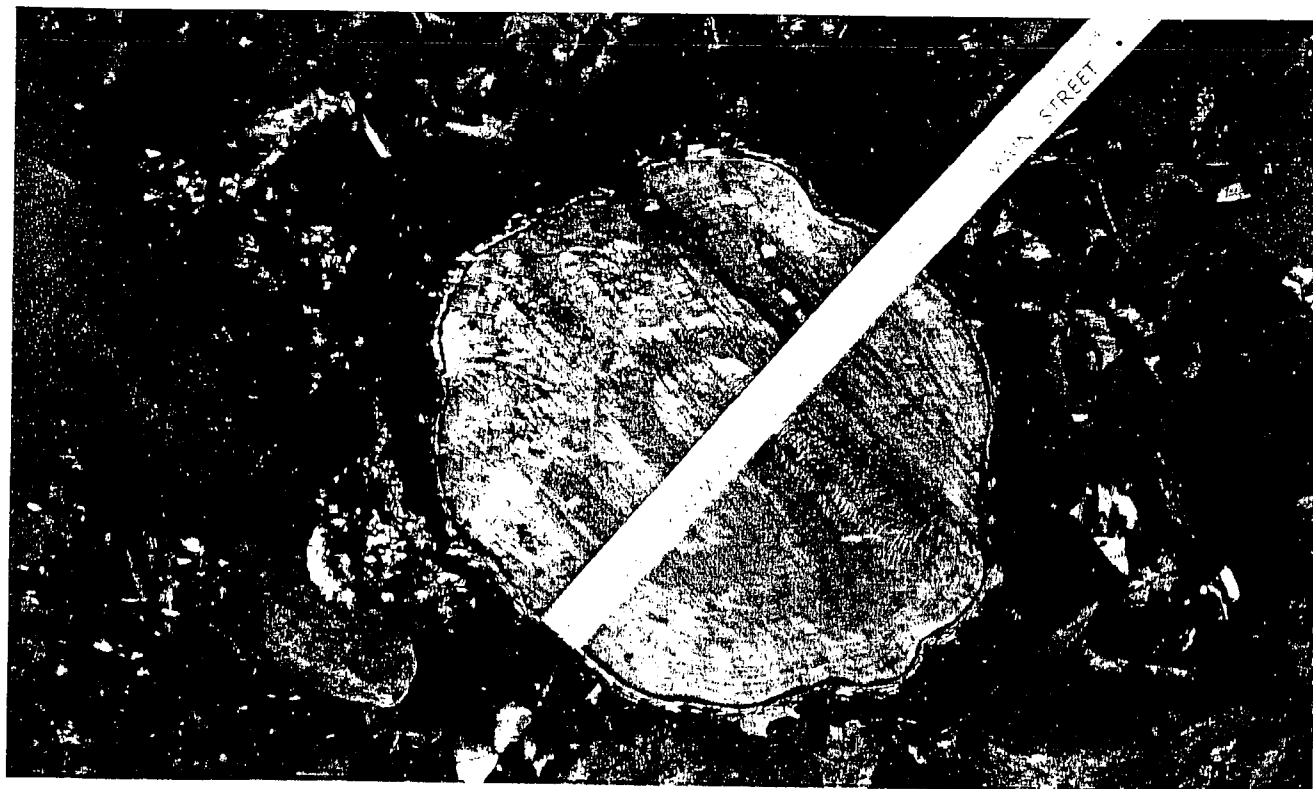
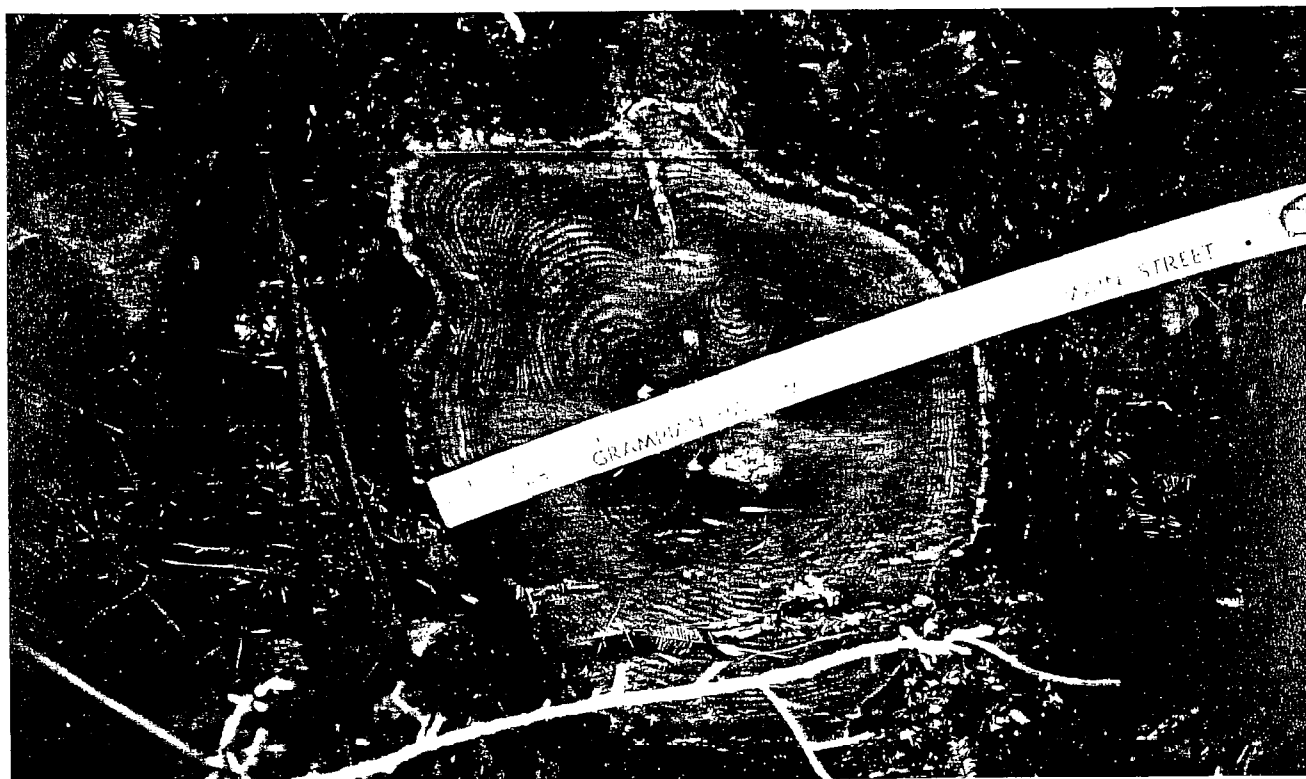
S. Casey Bowers, Esquire  
HANAK, GUIDO and TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

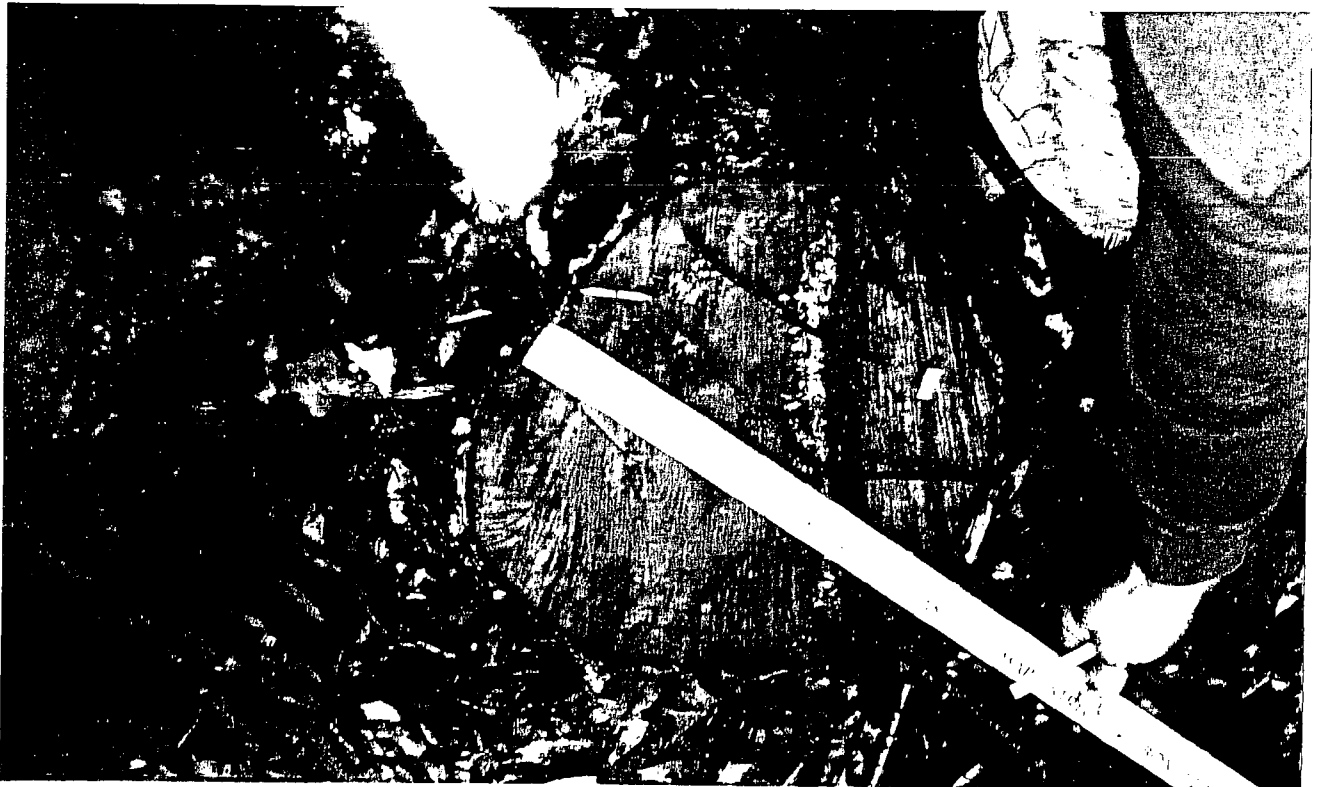
Chris A. Pentz, Esquire  
211 1/2 East Locust Street  
Clearfield, PA 16830

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

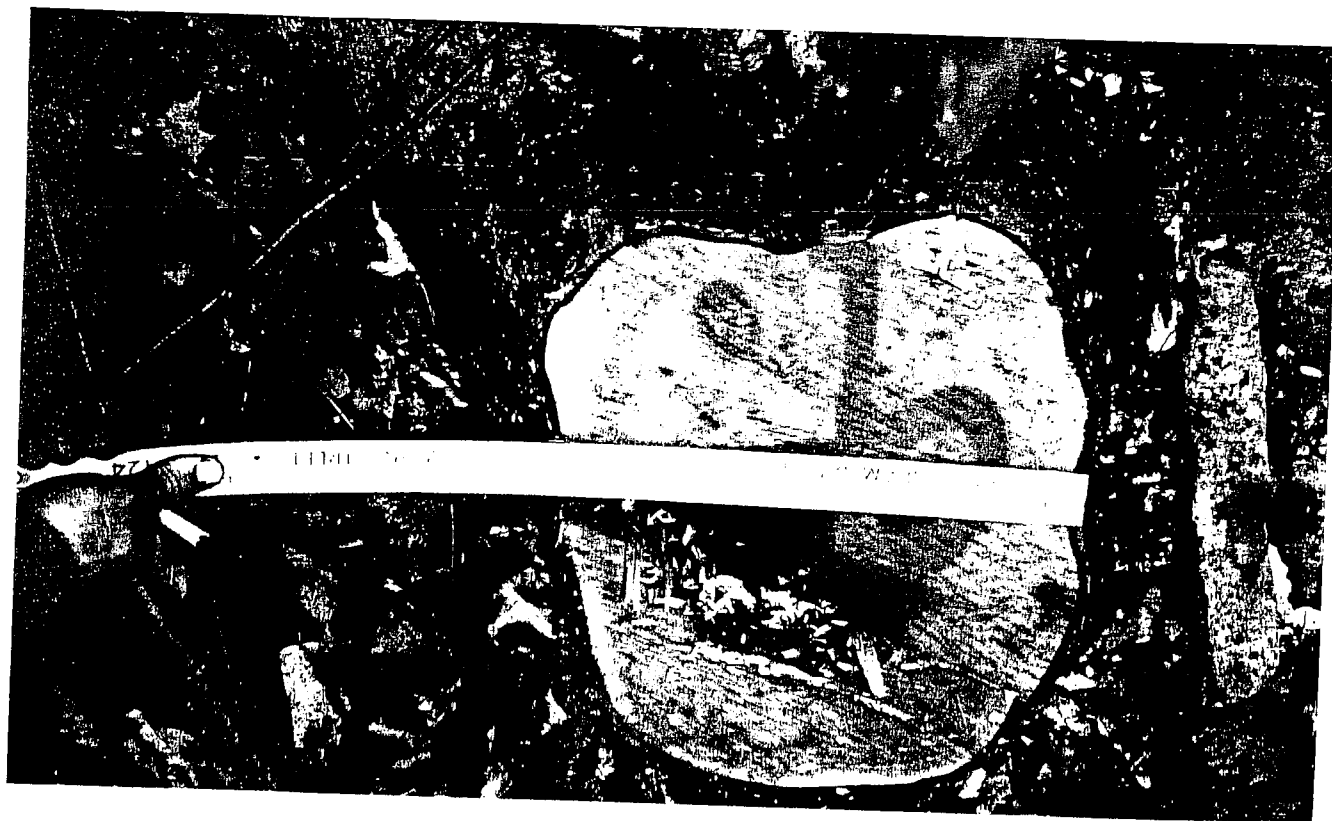
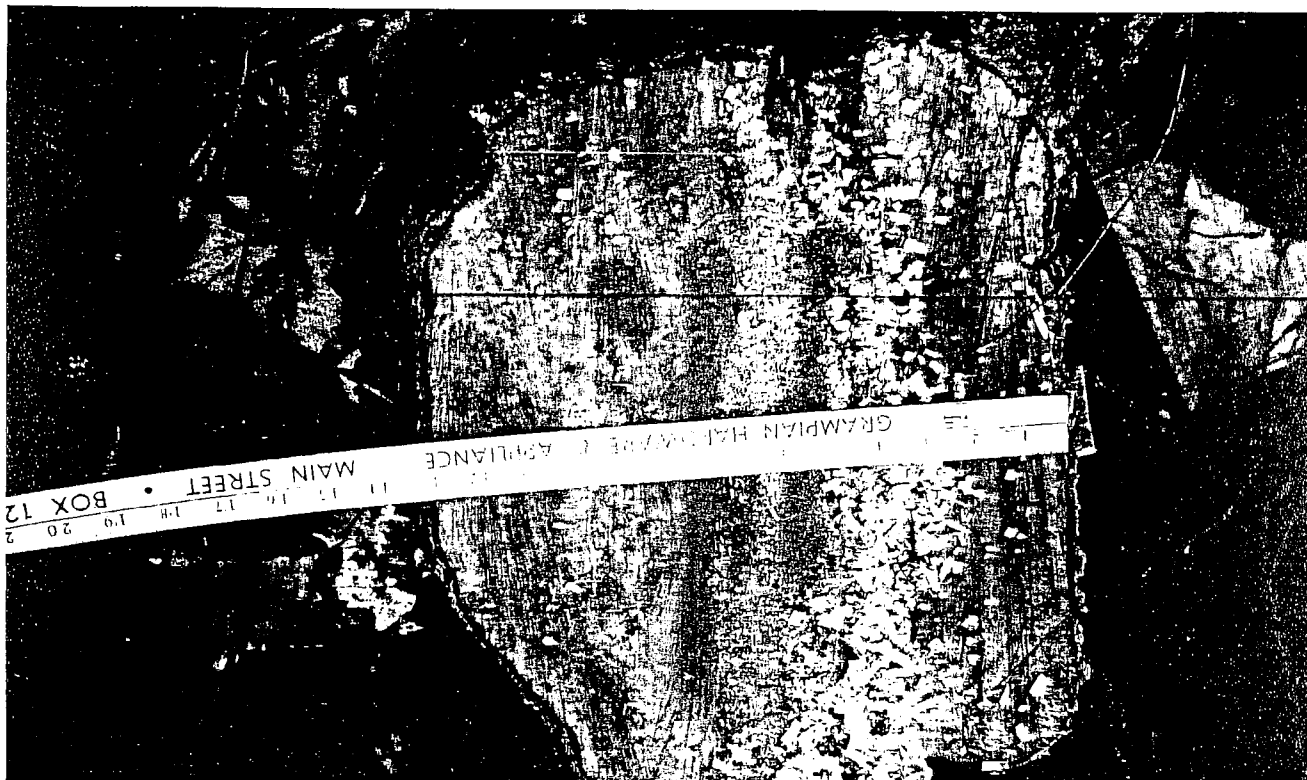


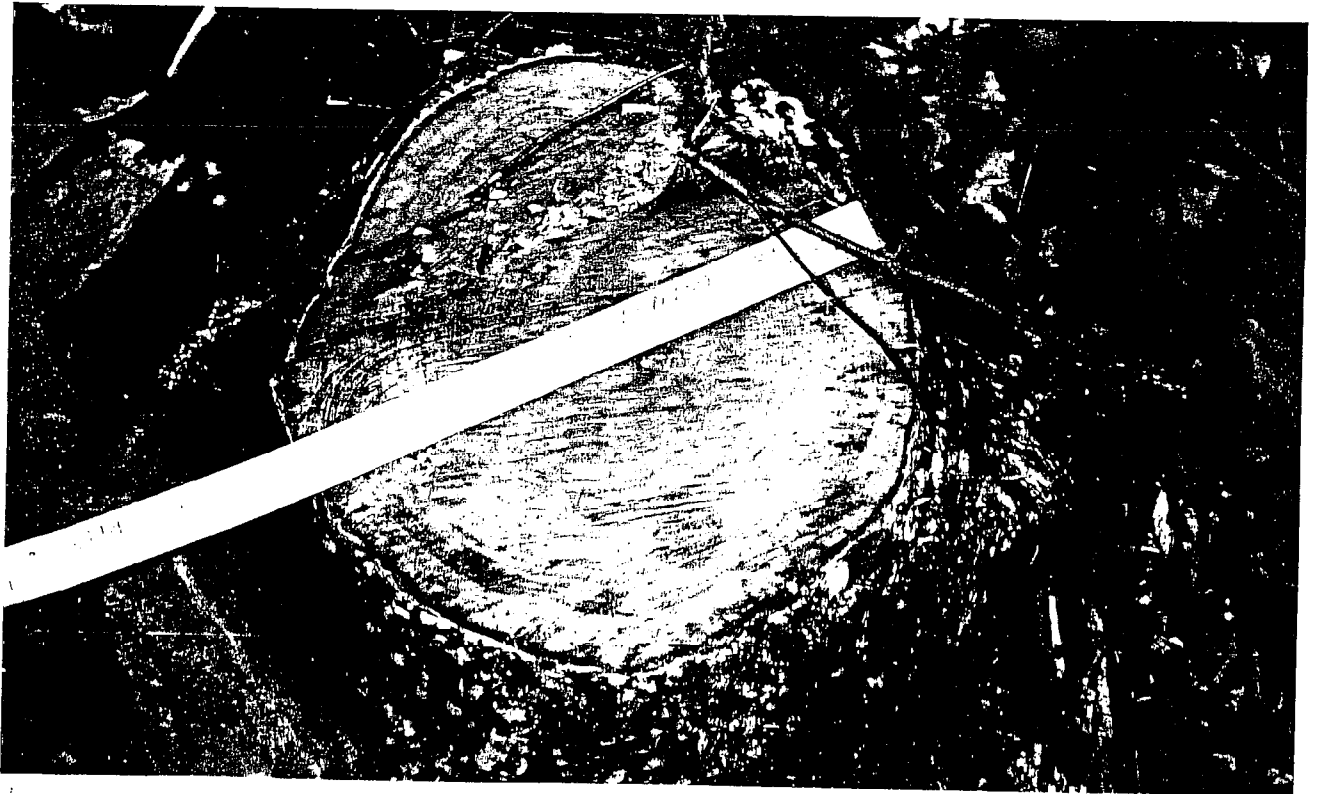
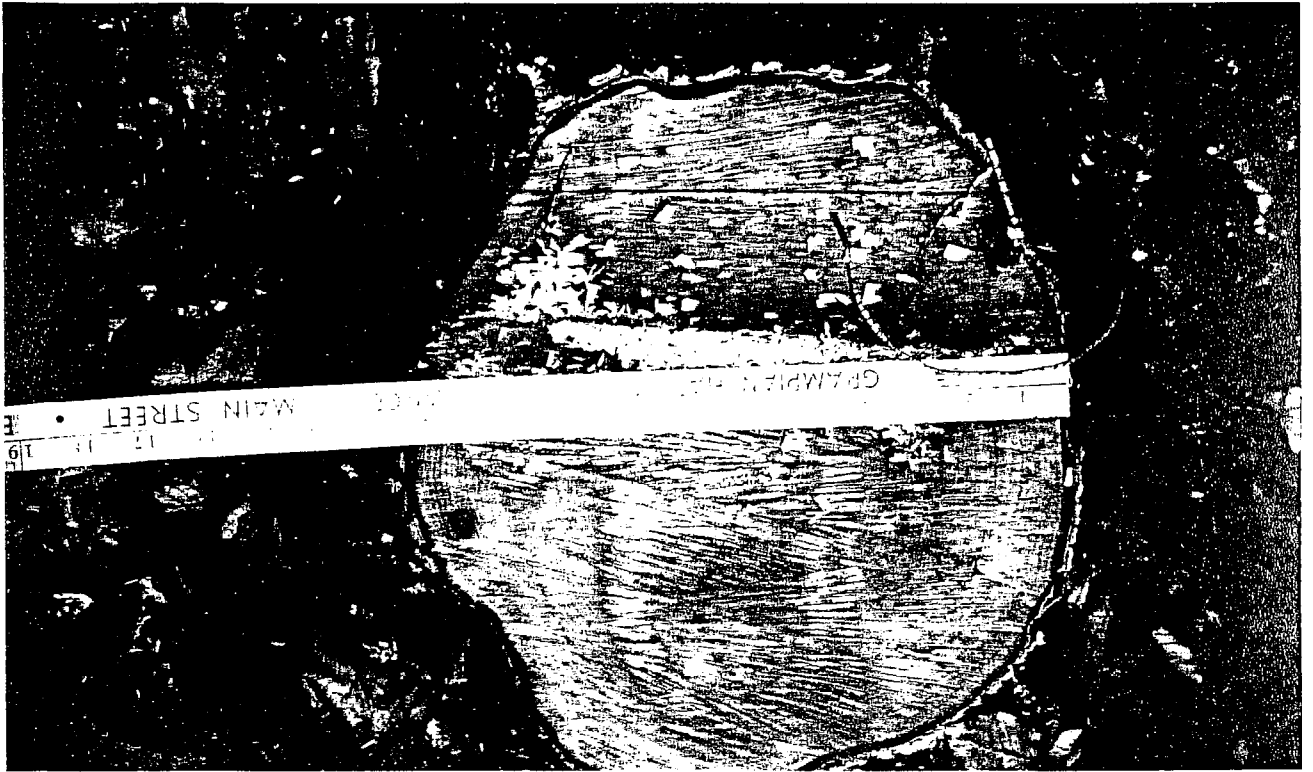


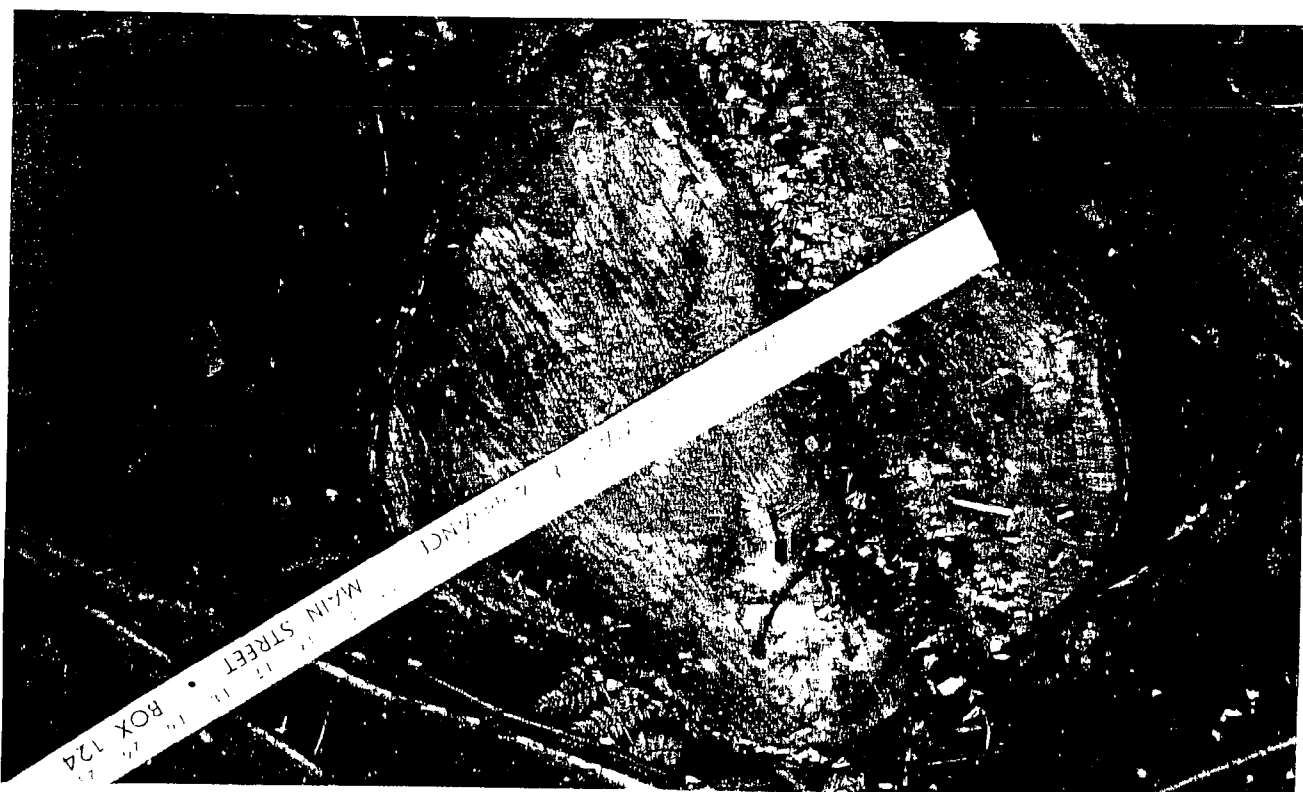


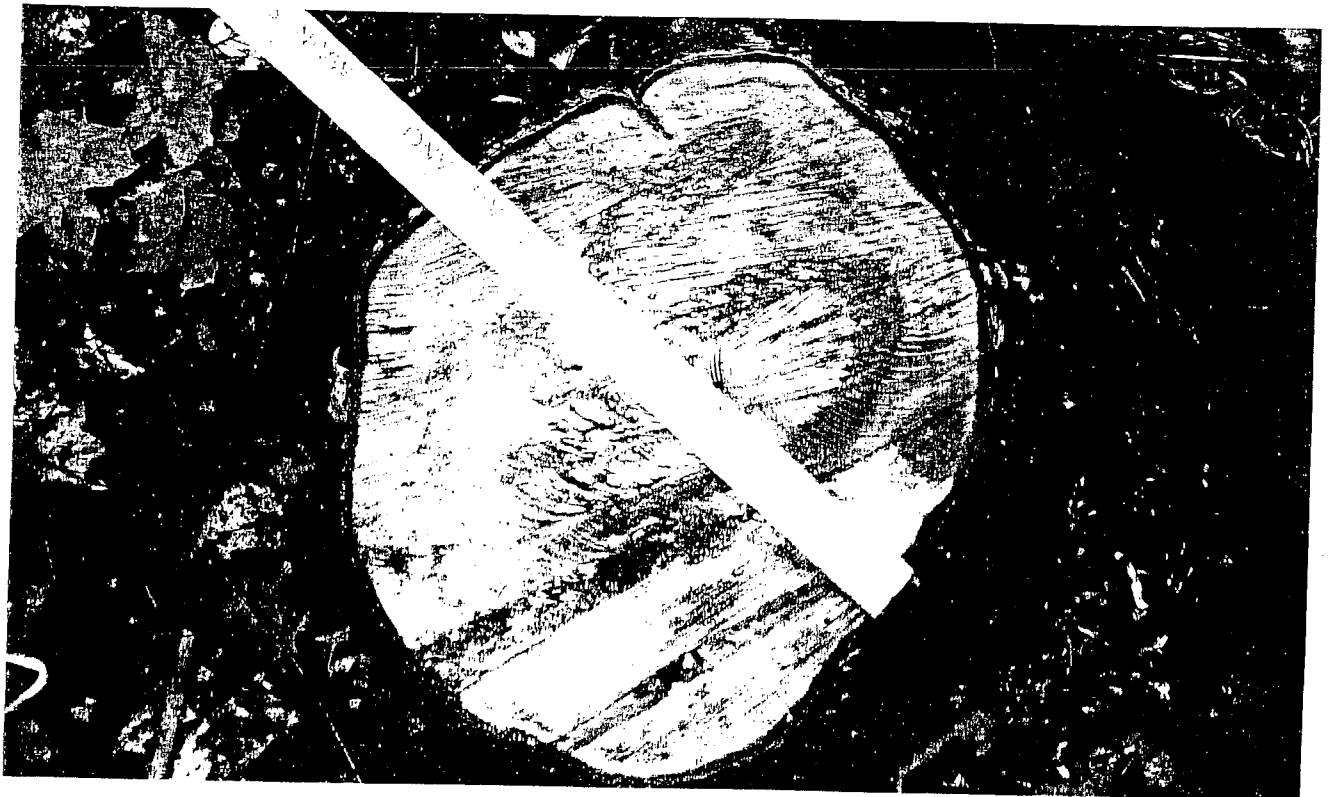


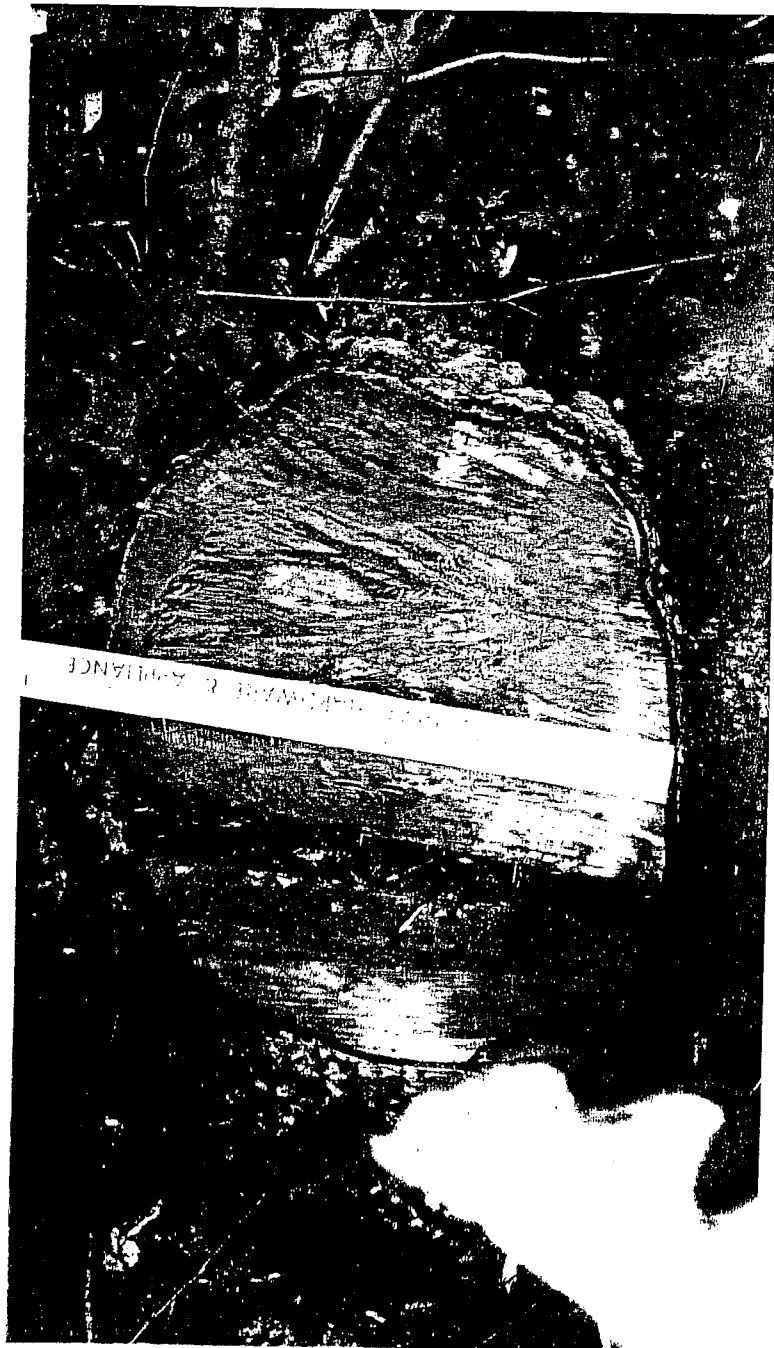


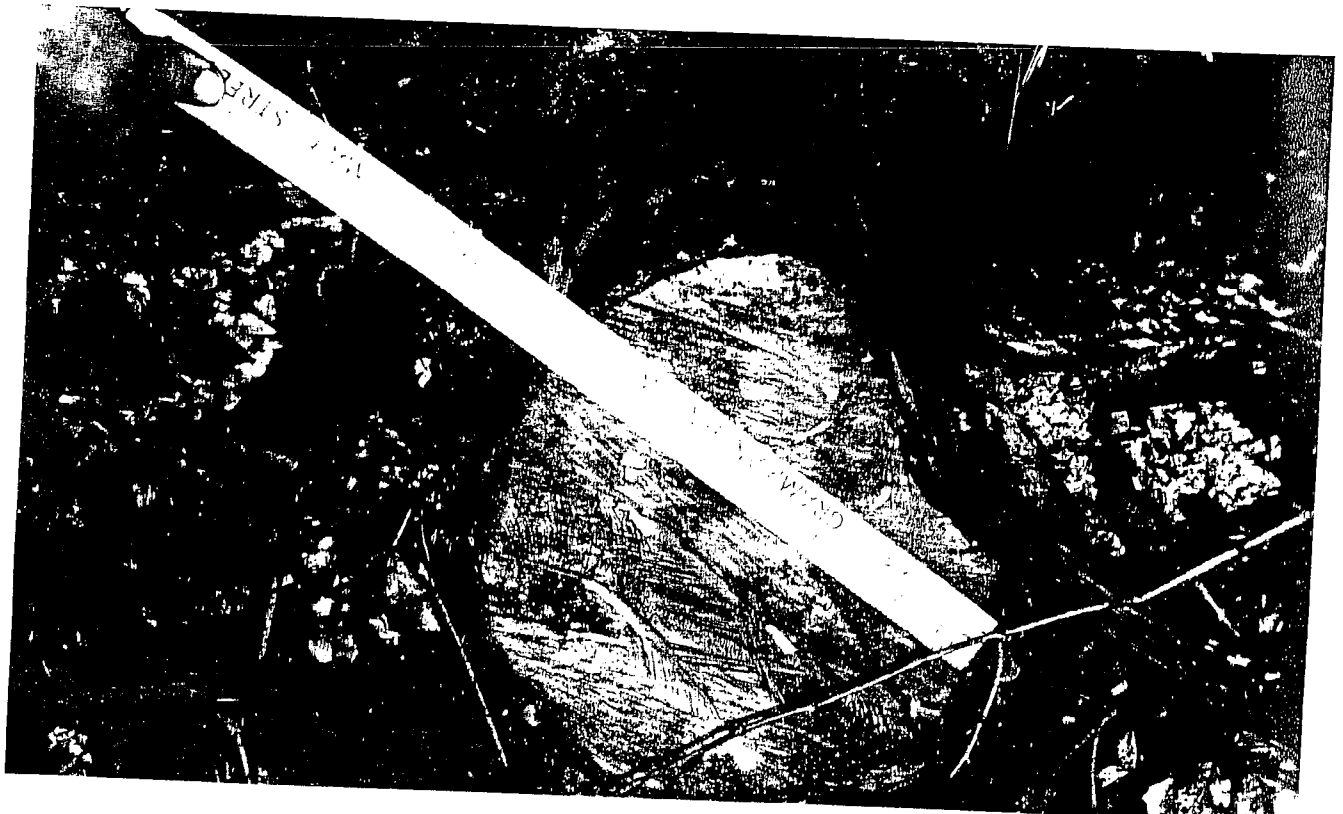
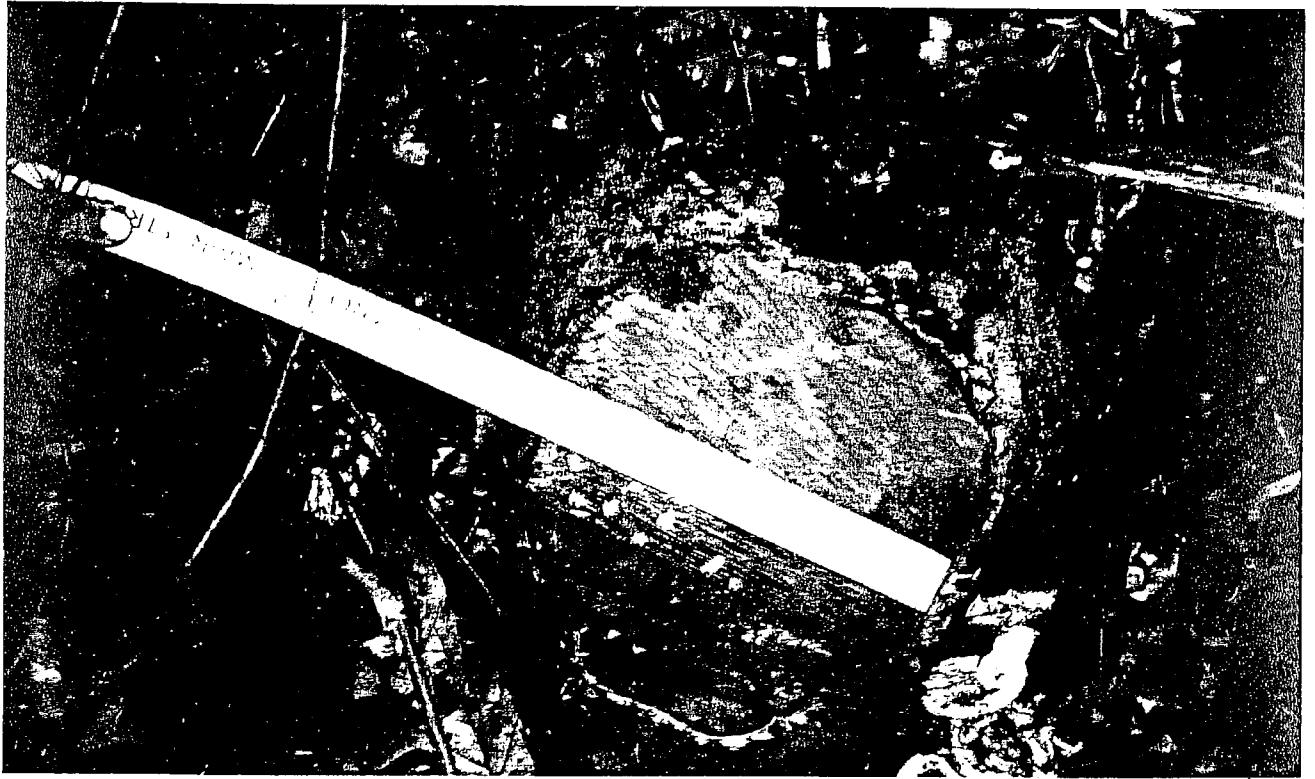


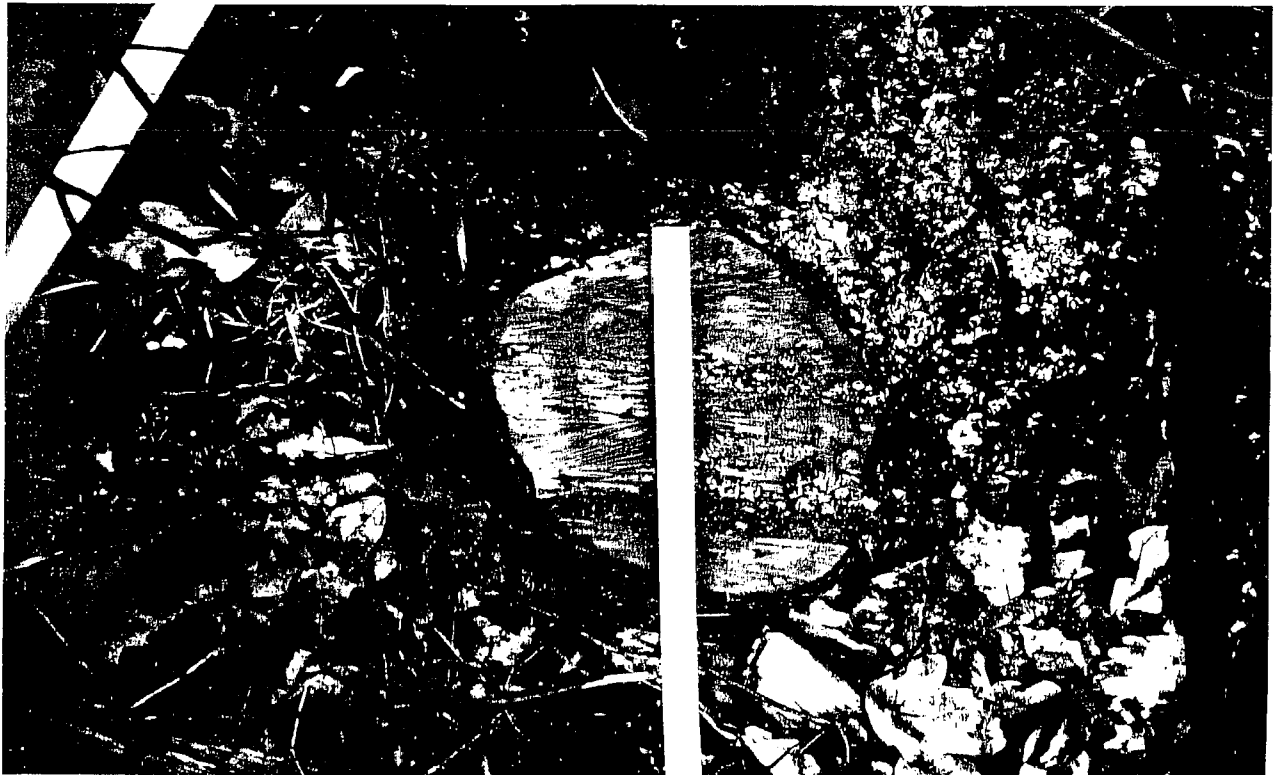






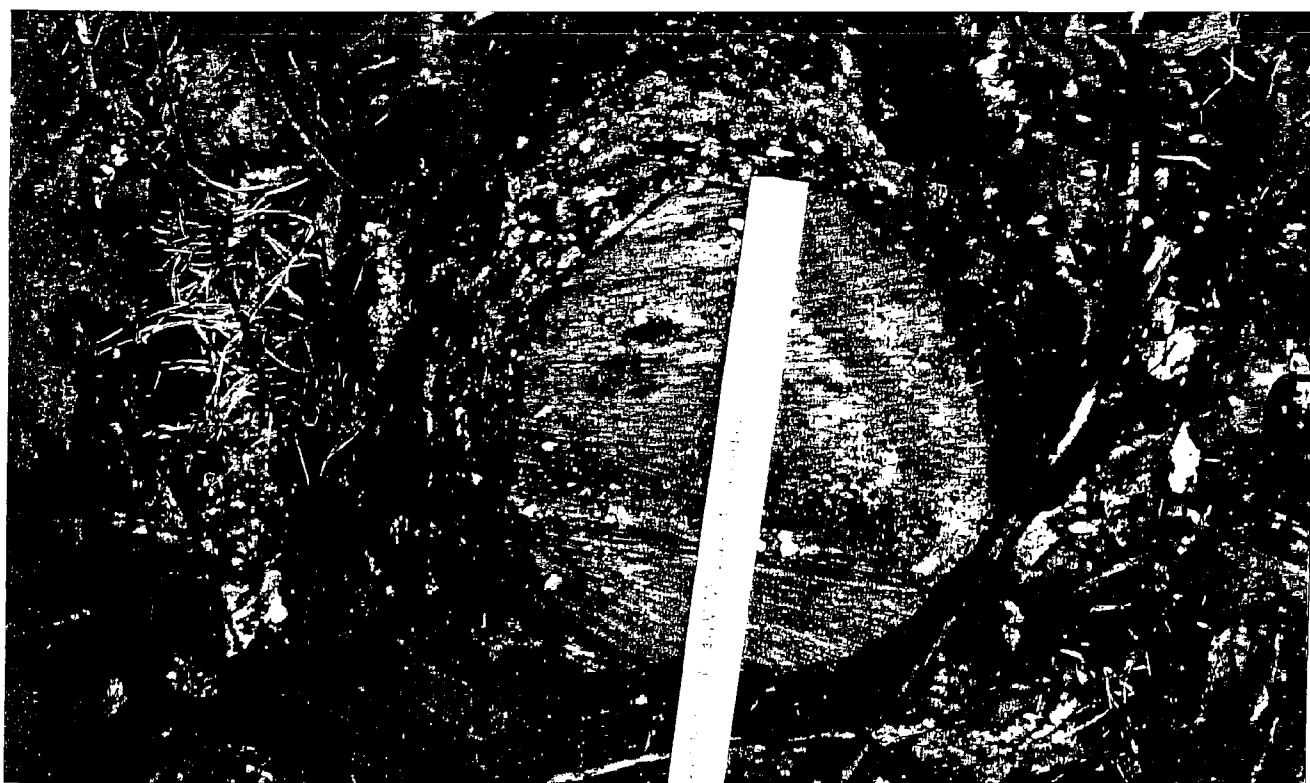
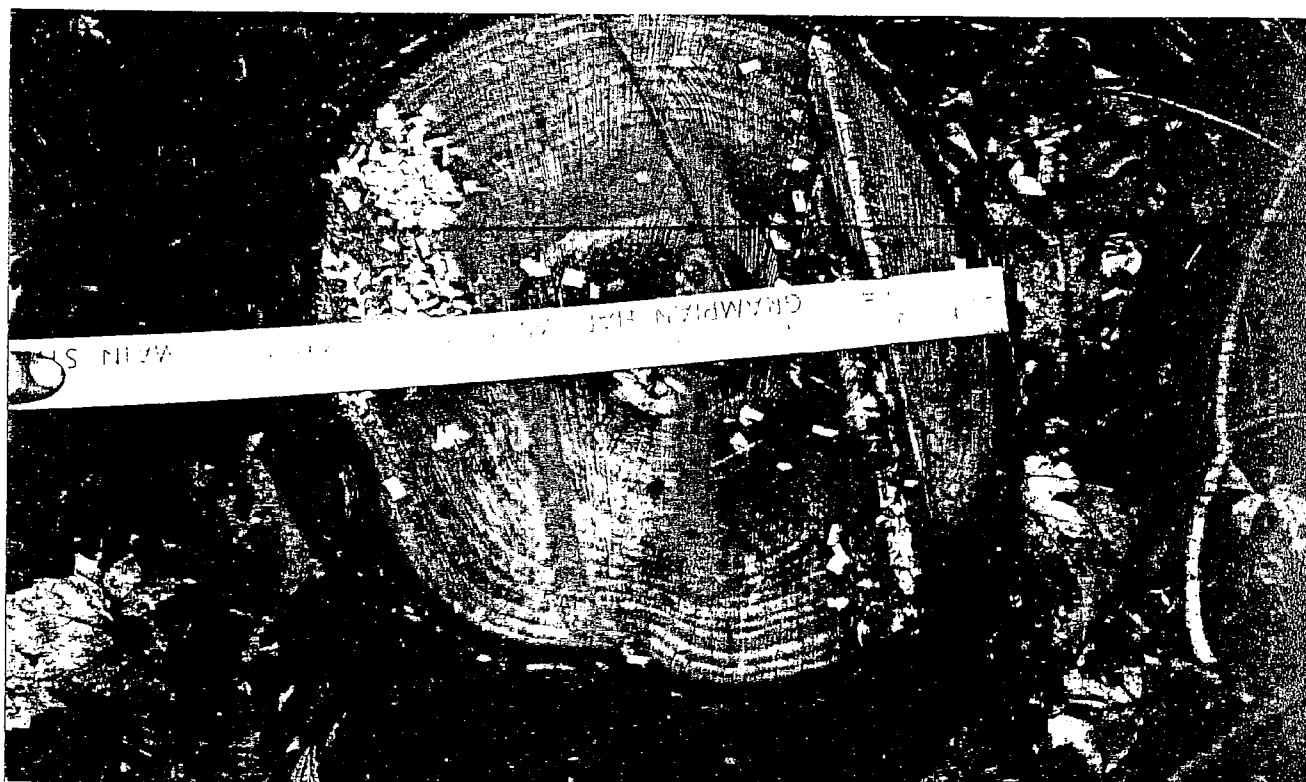


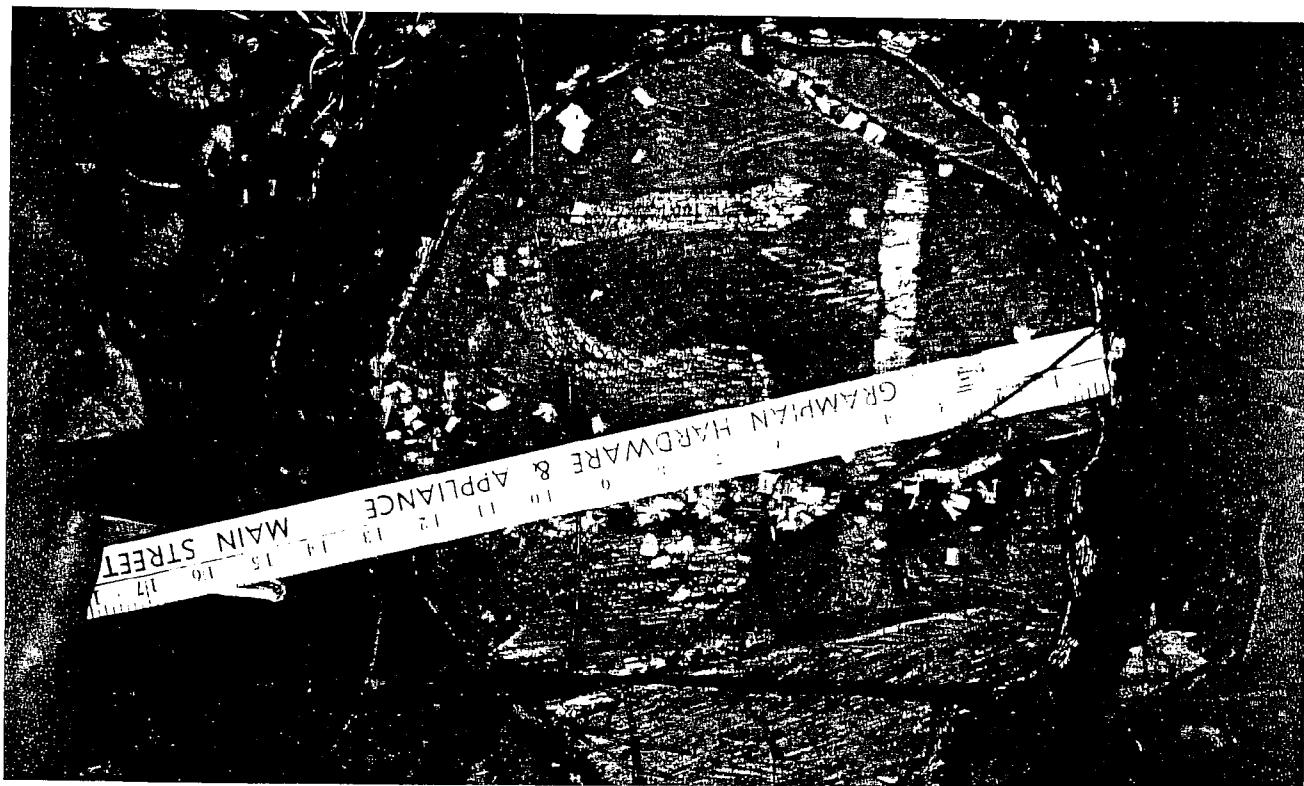


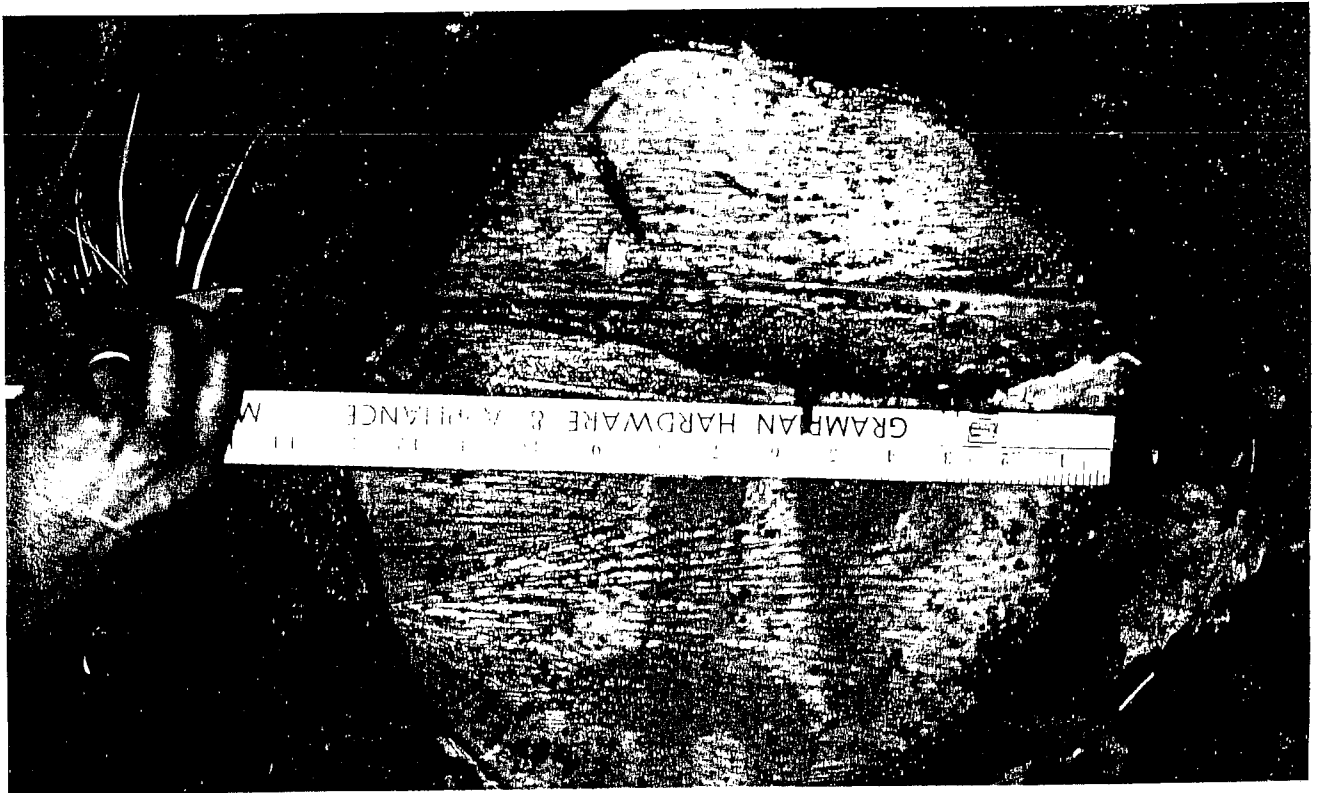


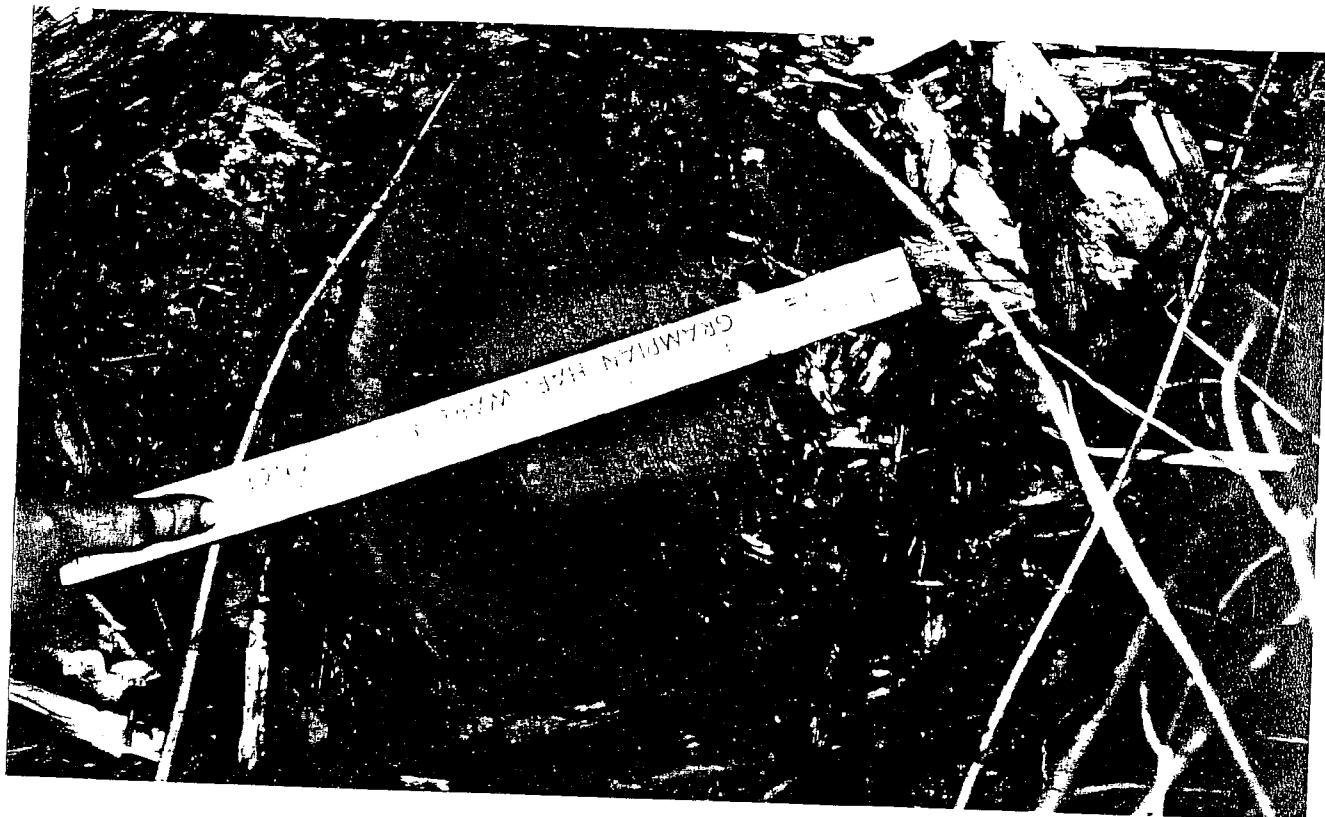


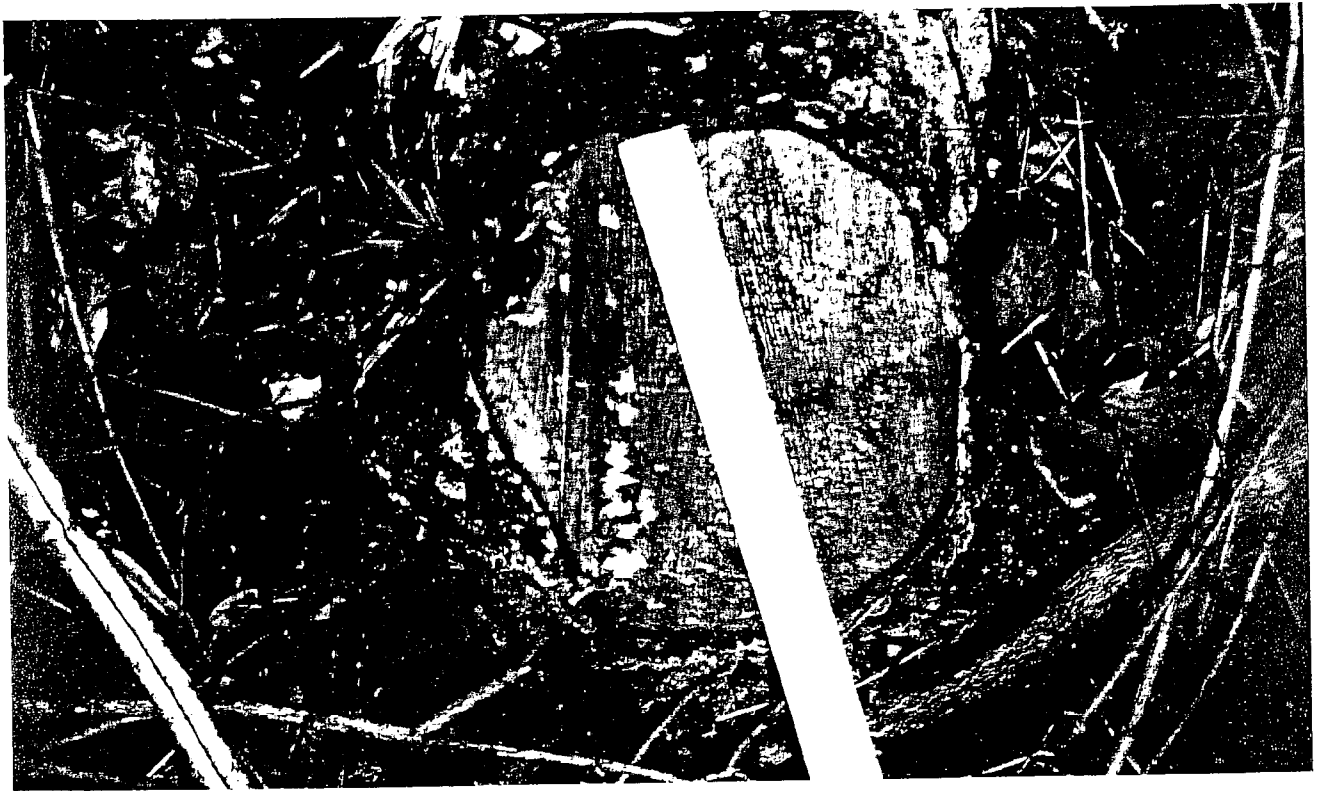


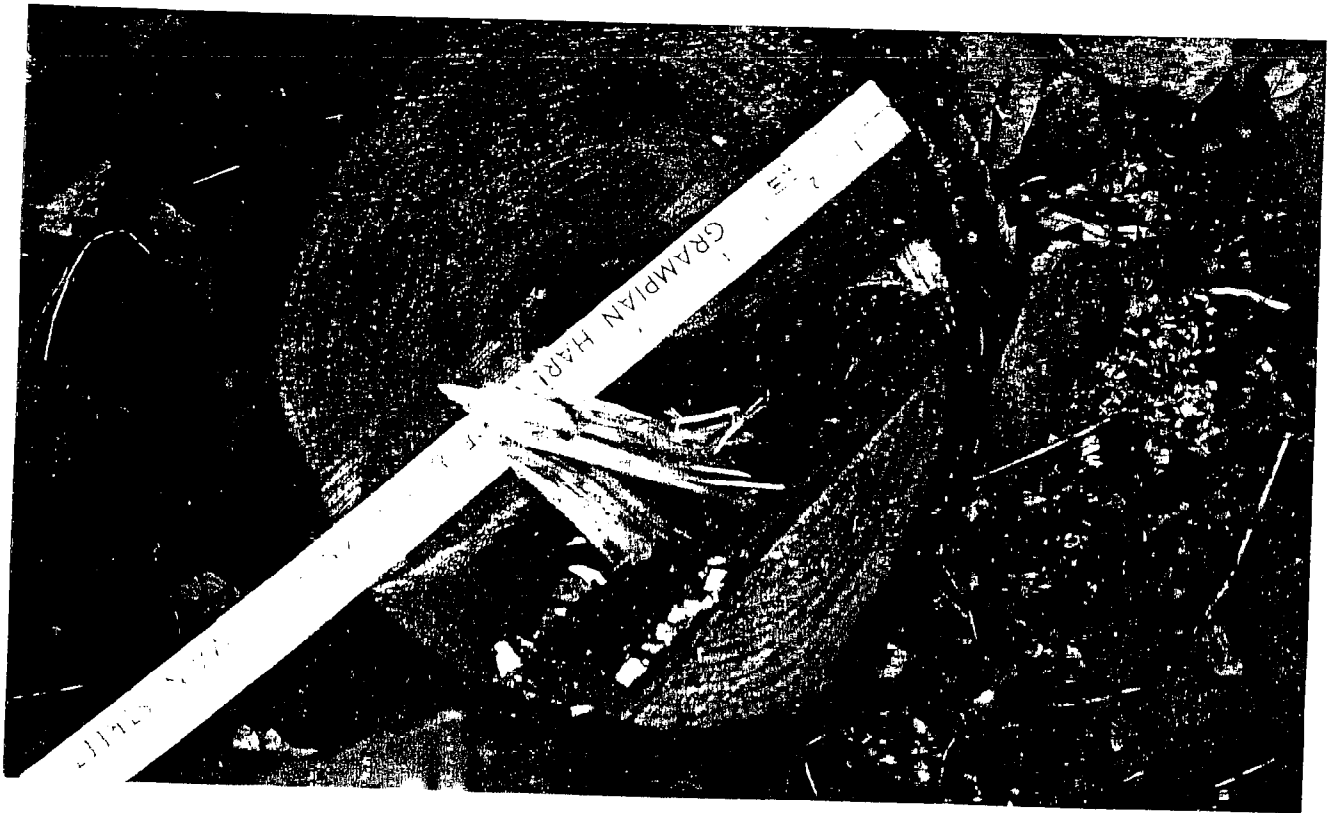
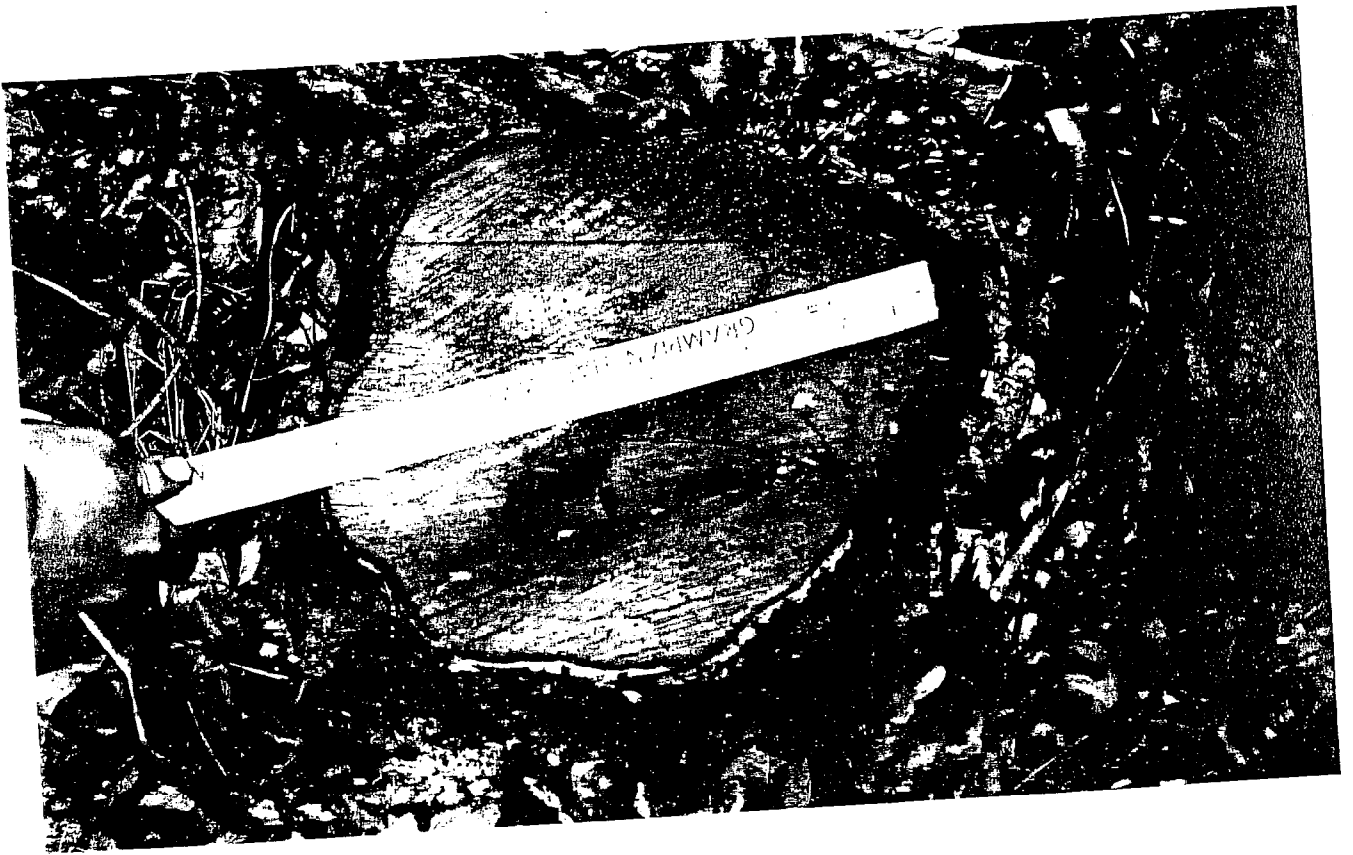


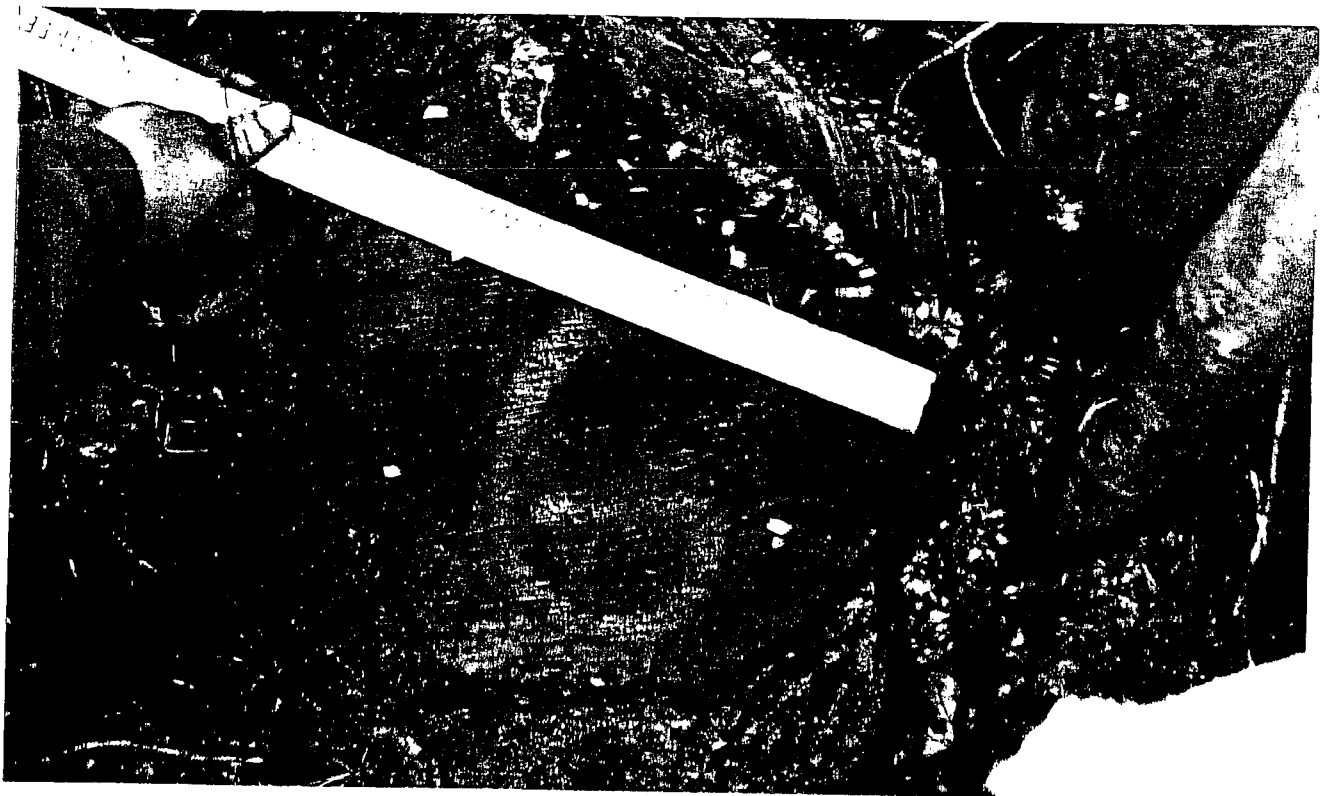
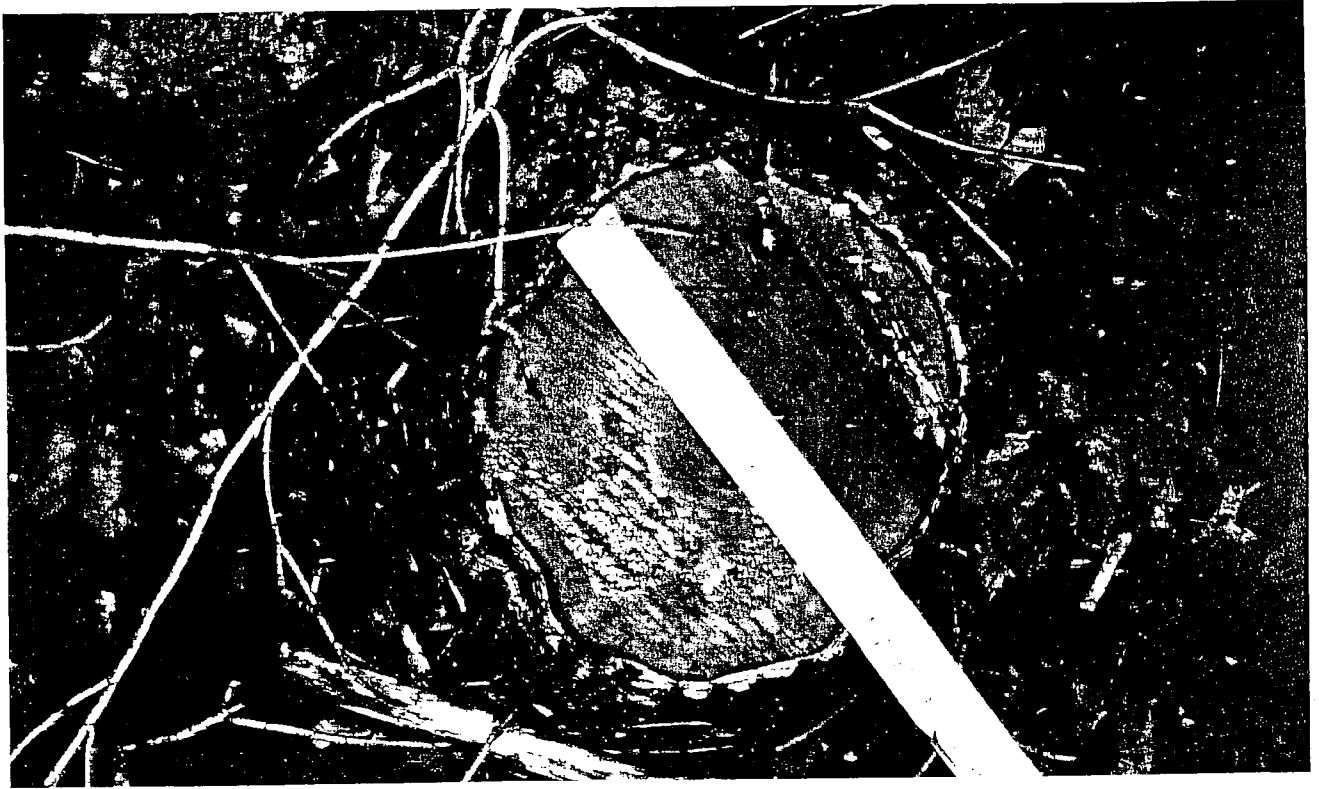


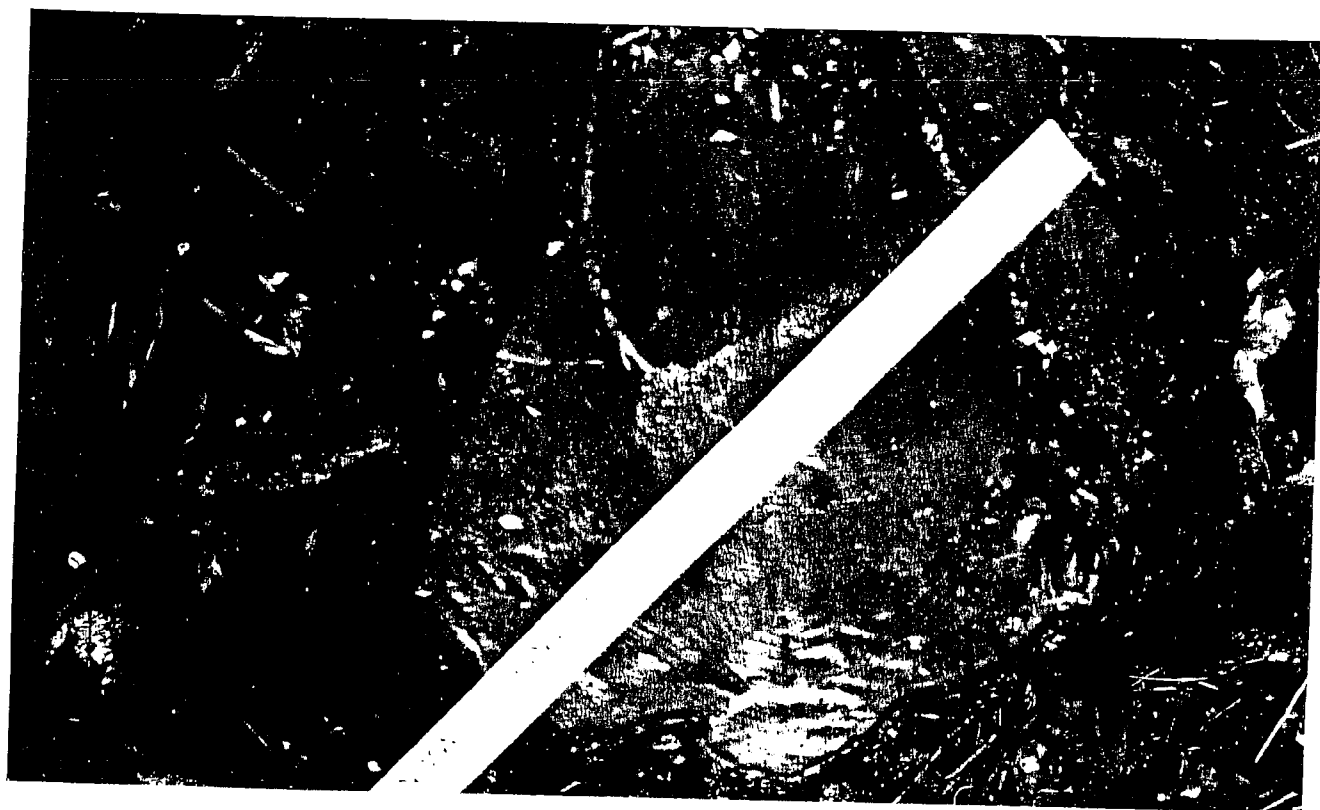
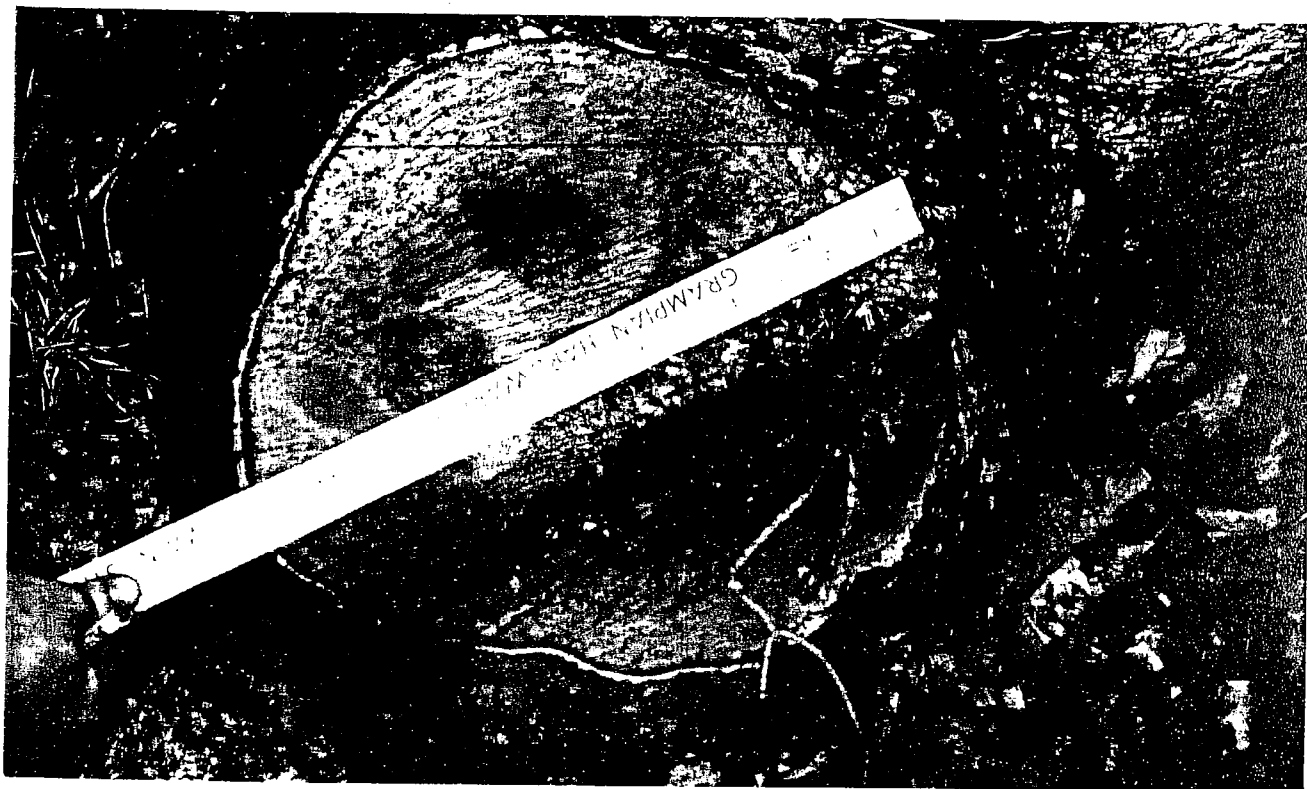




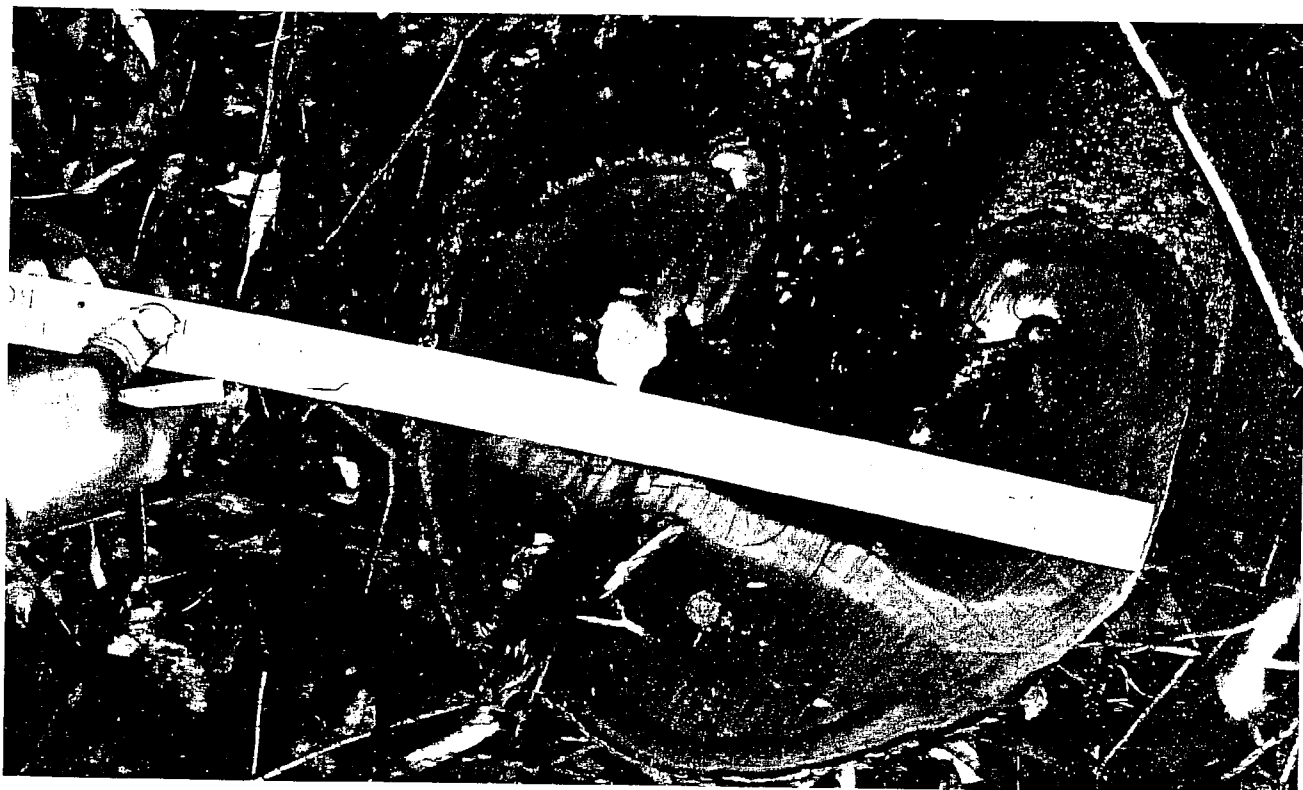




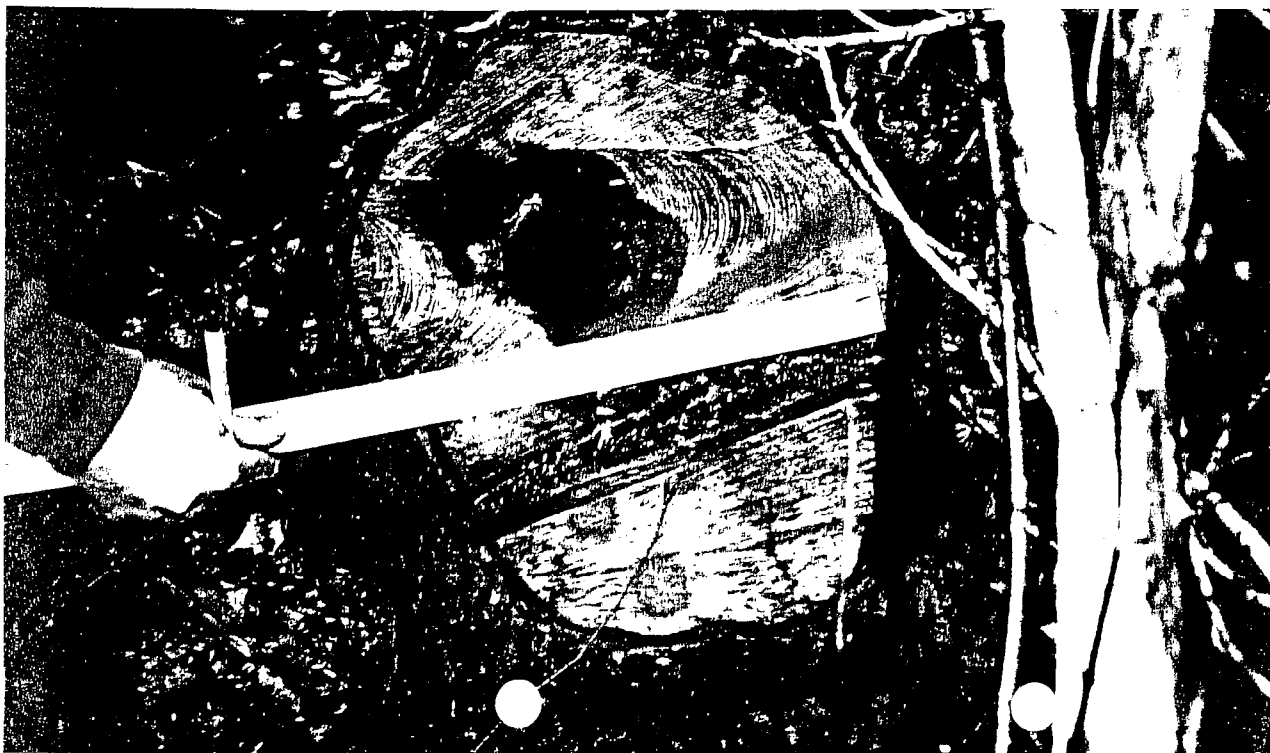


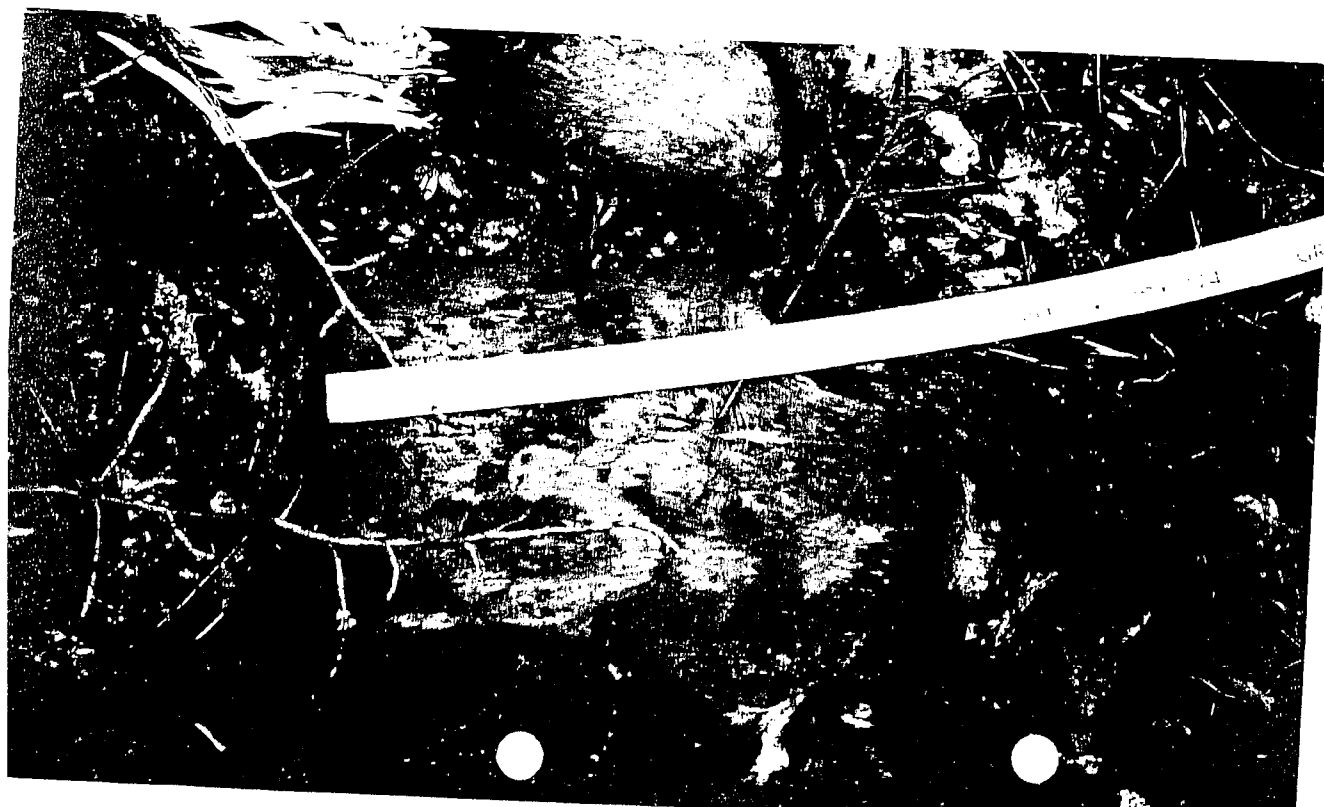


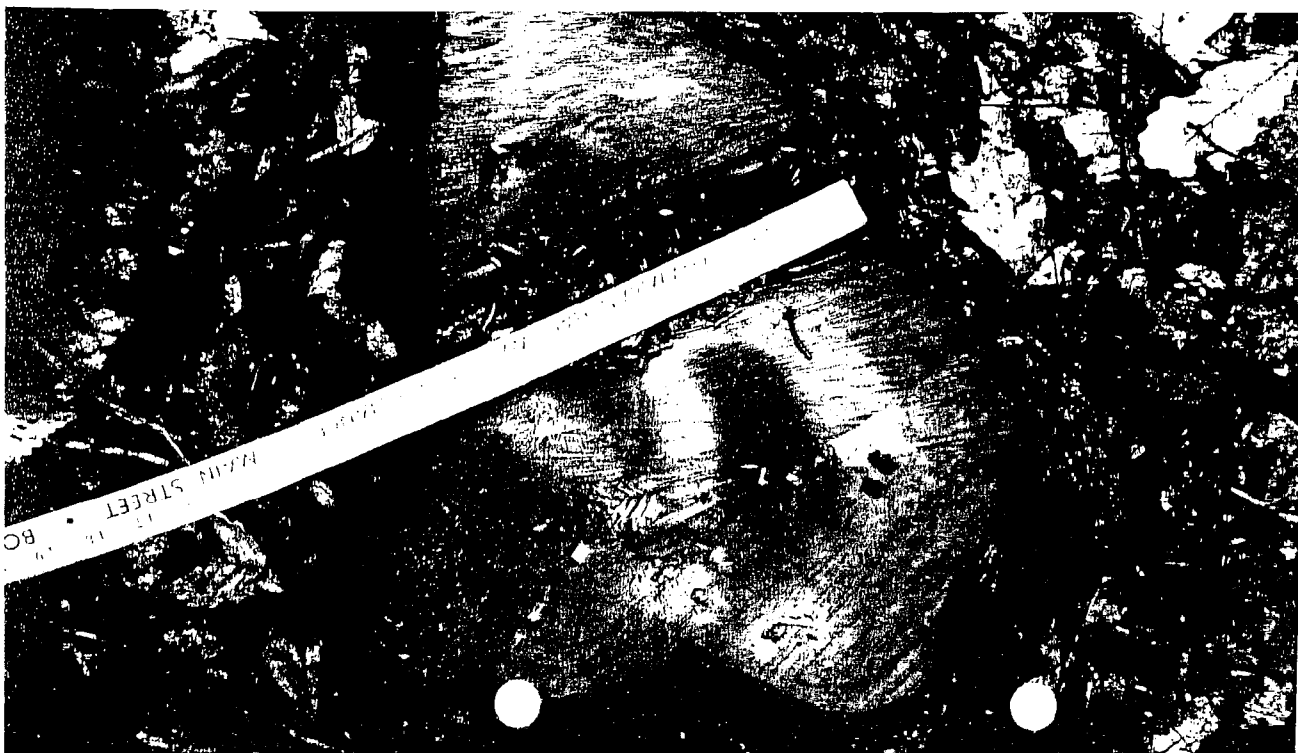
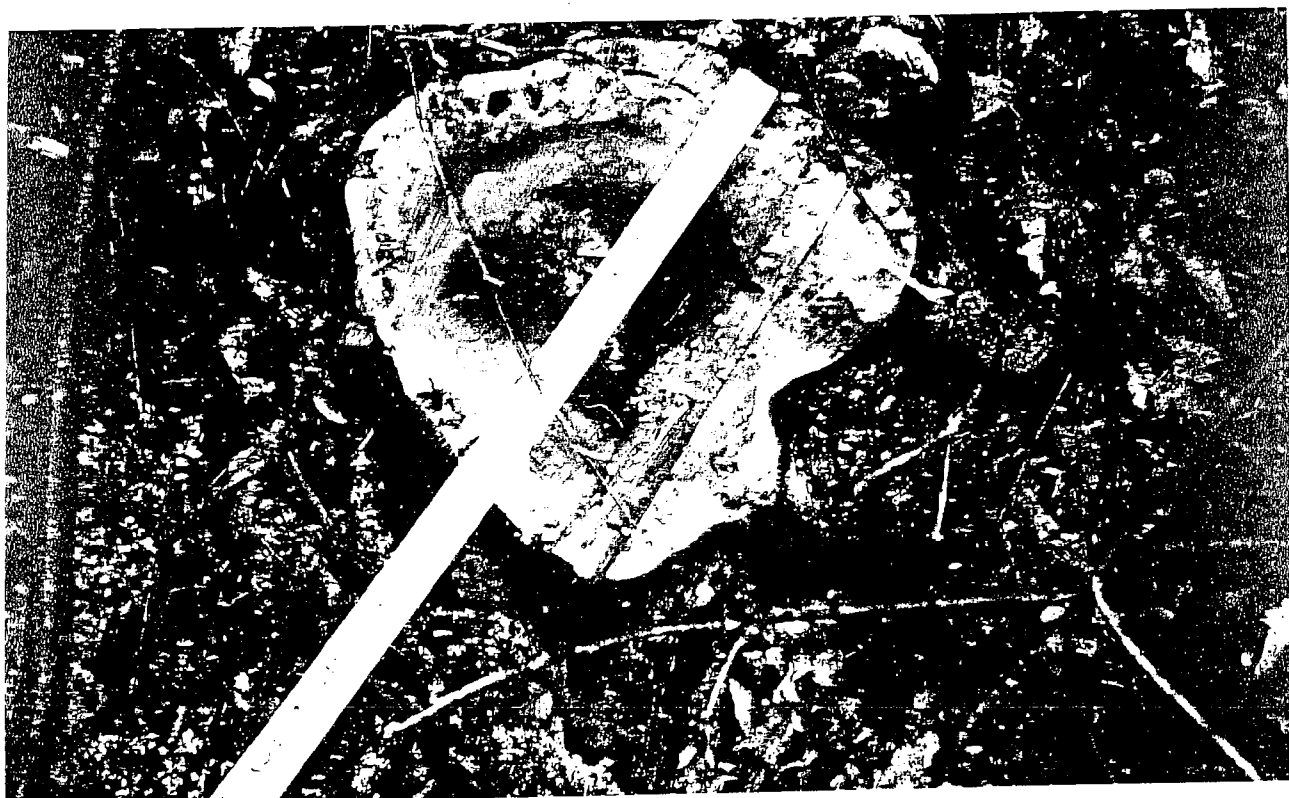


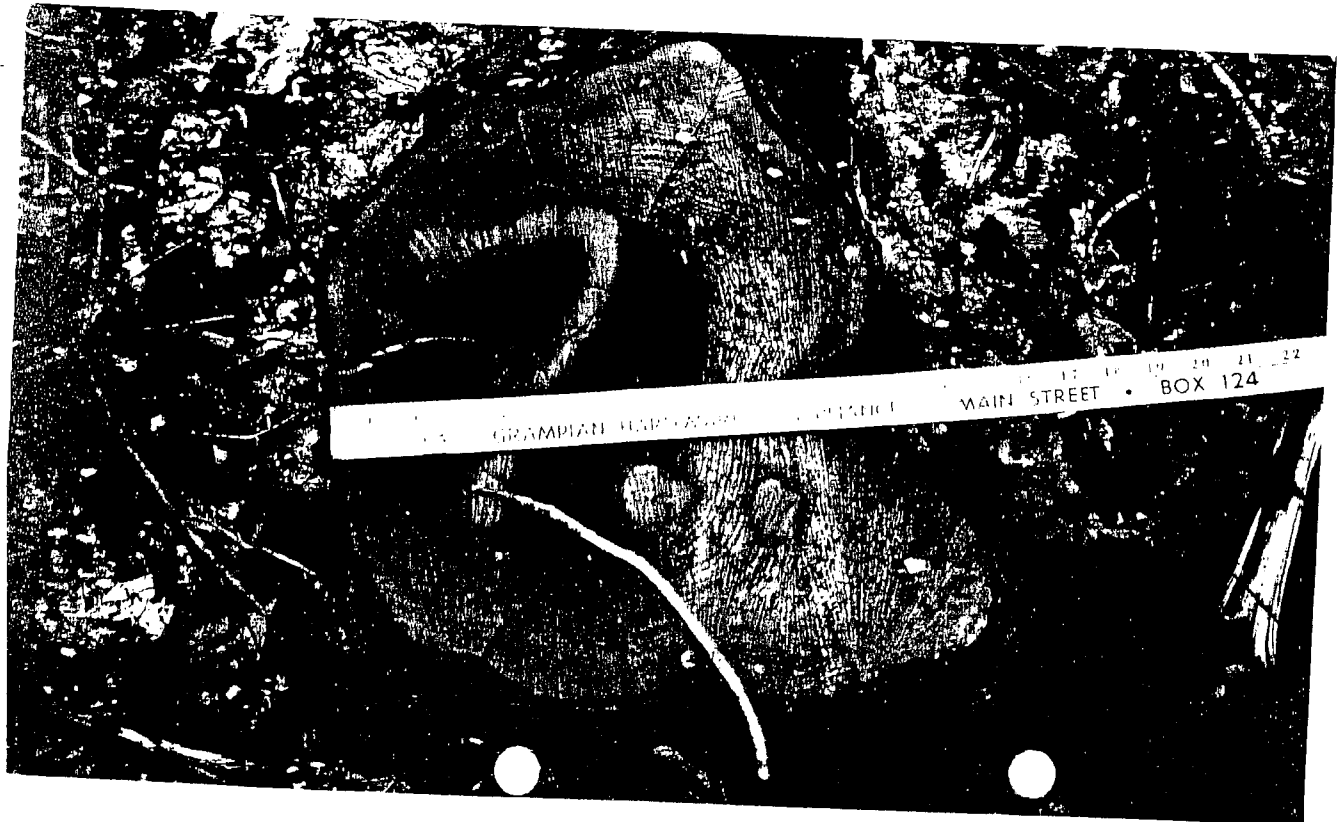
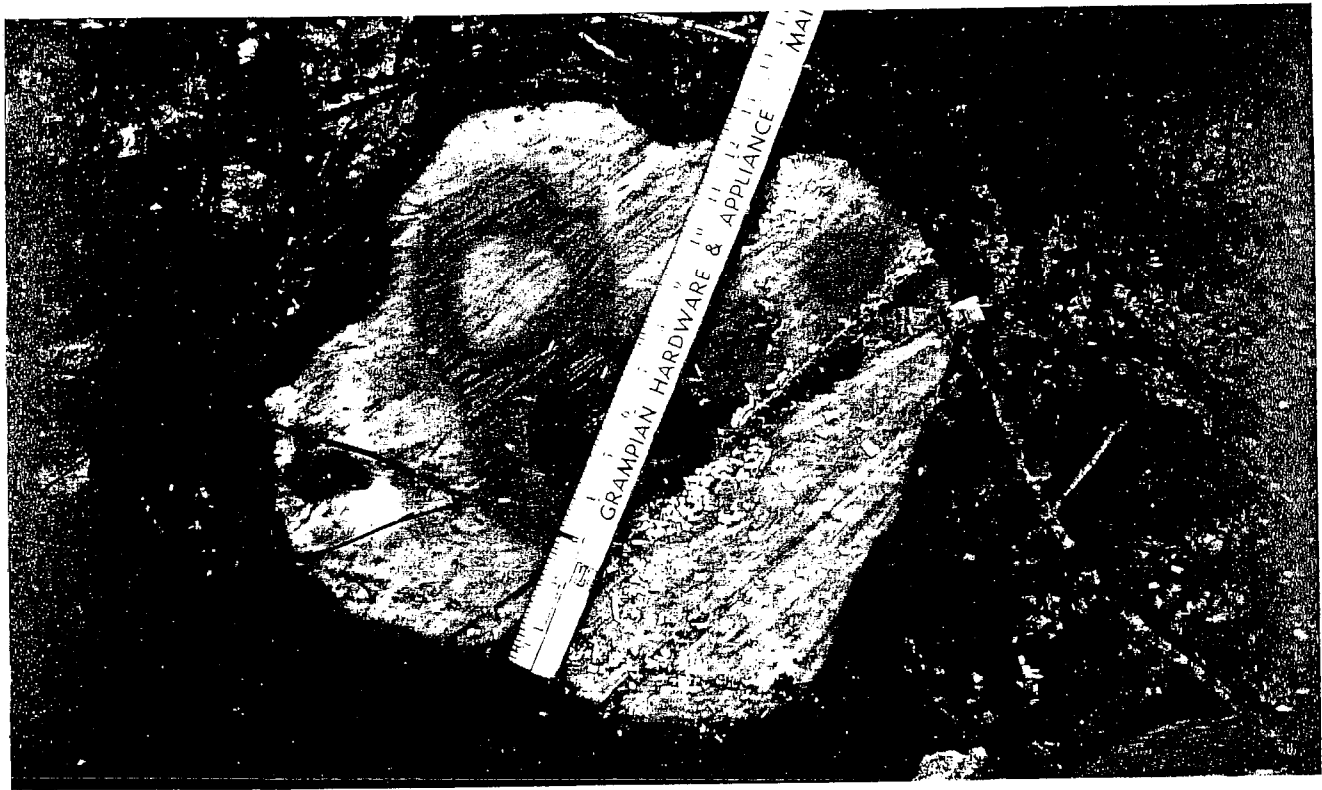




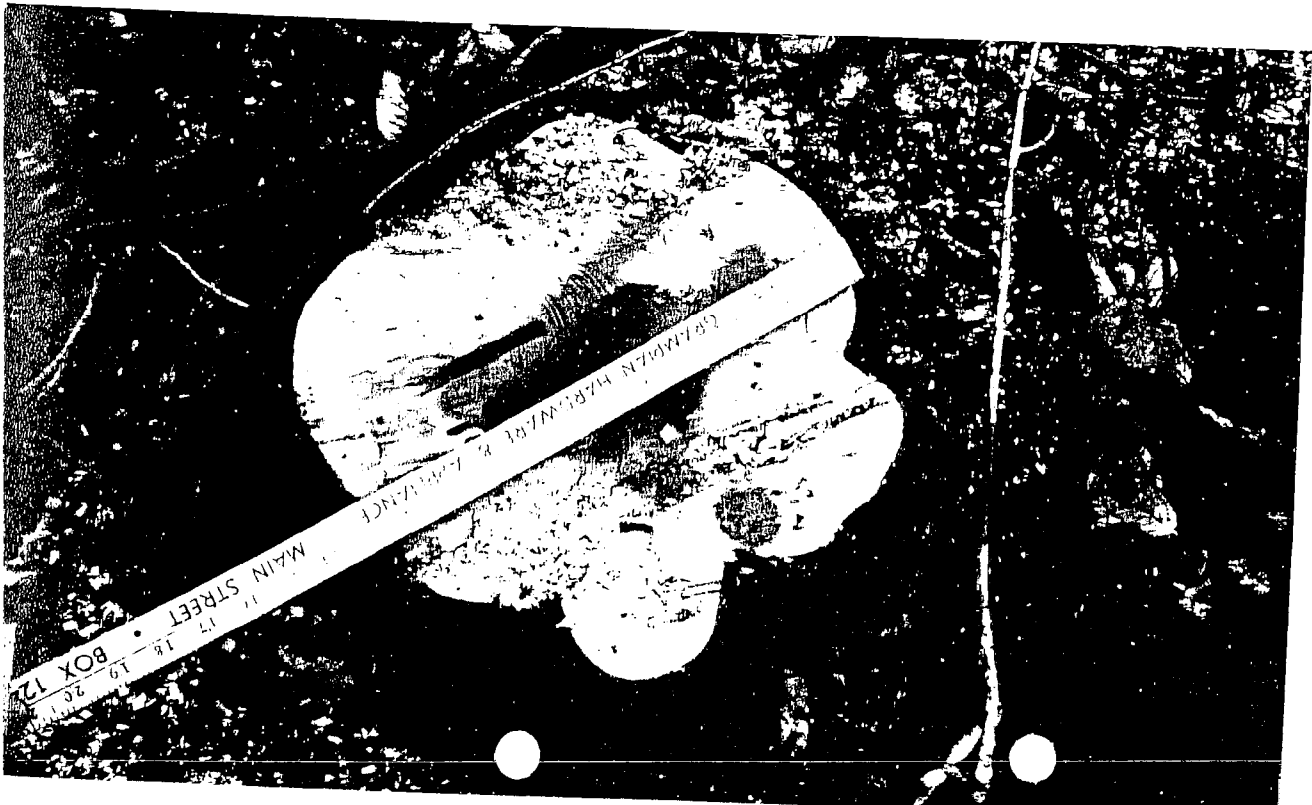




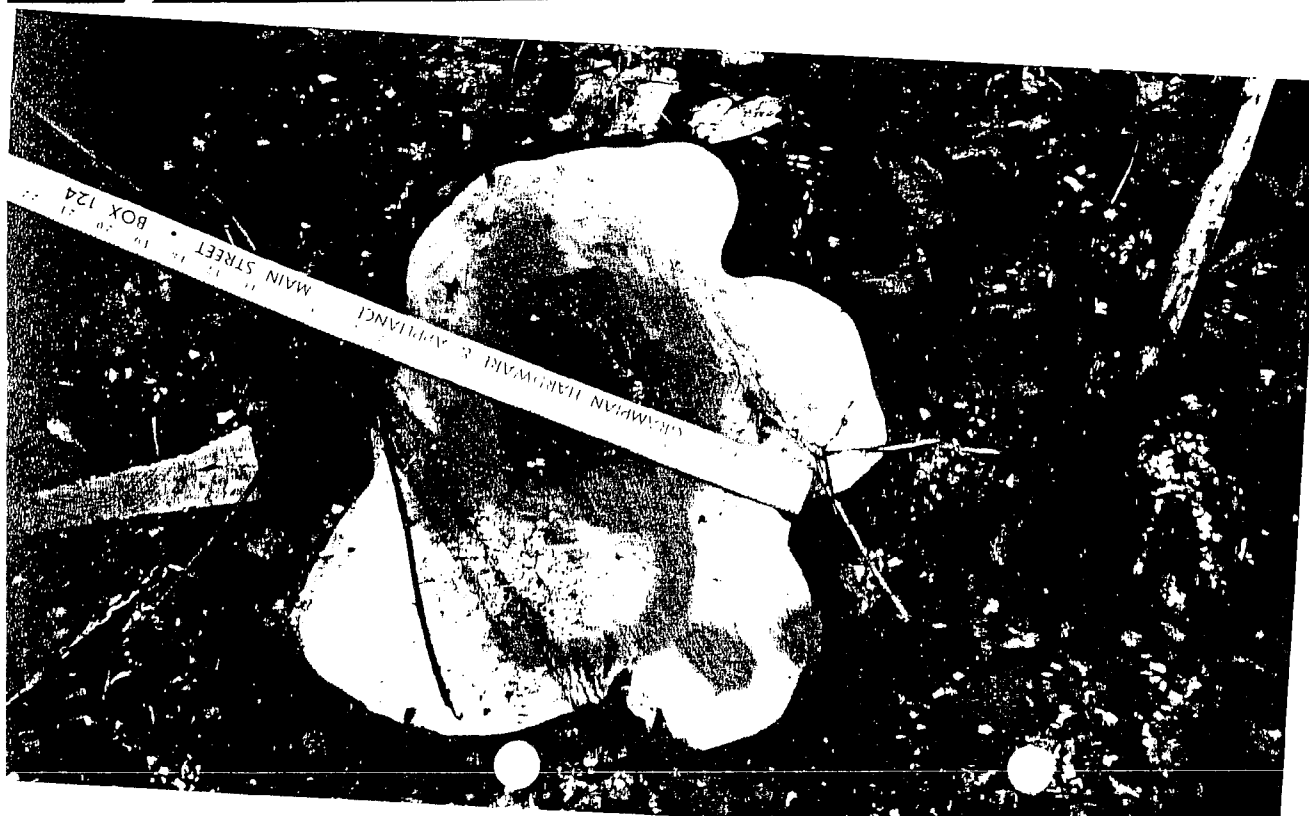


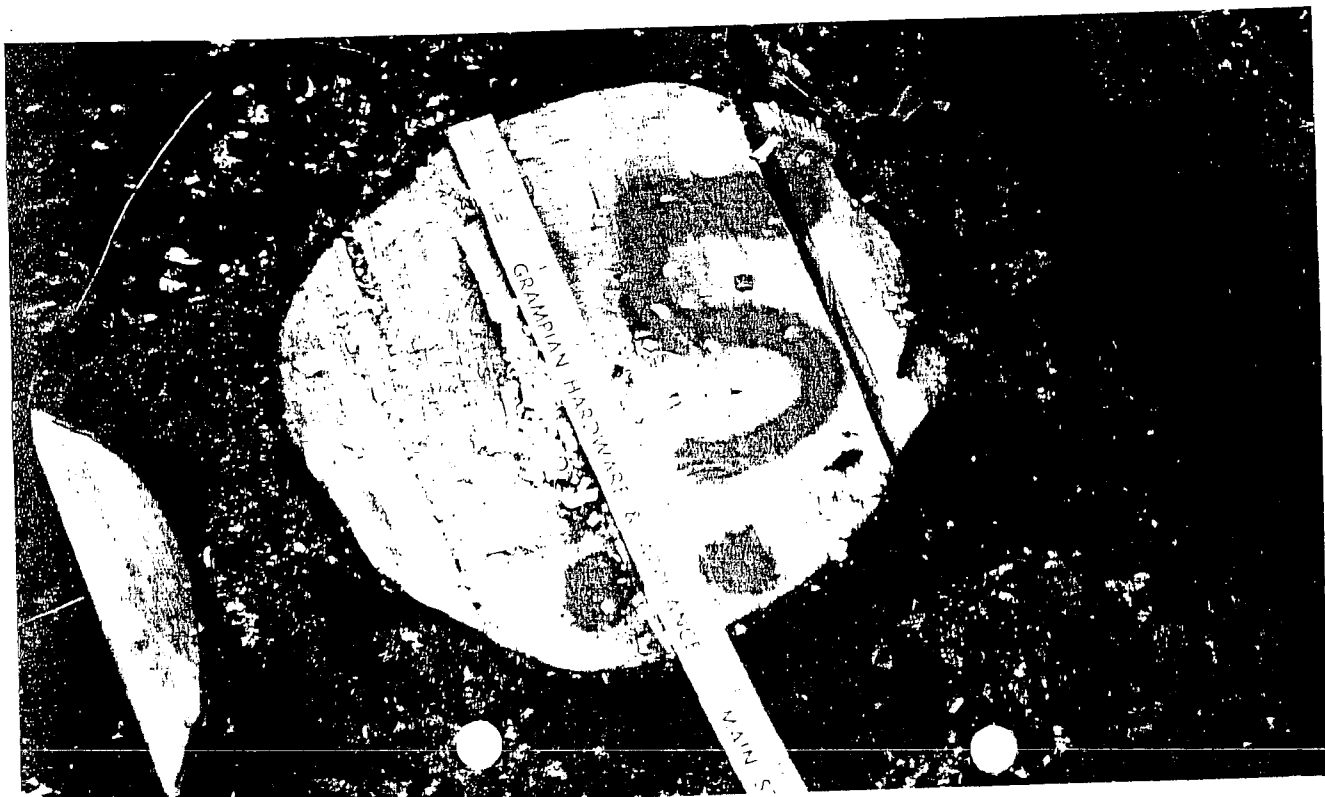




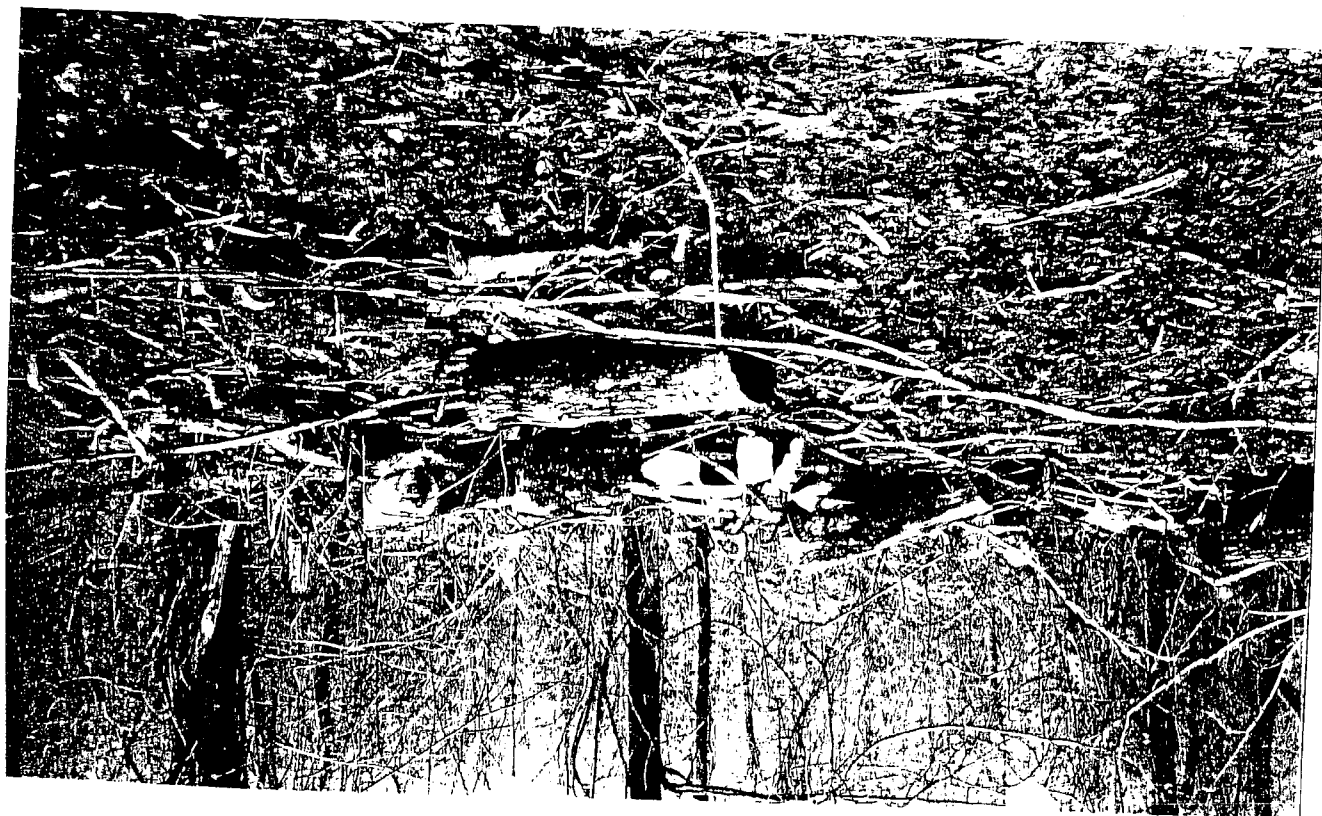


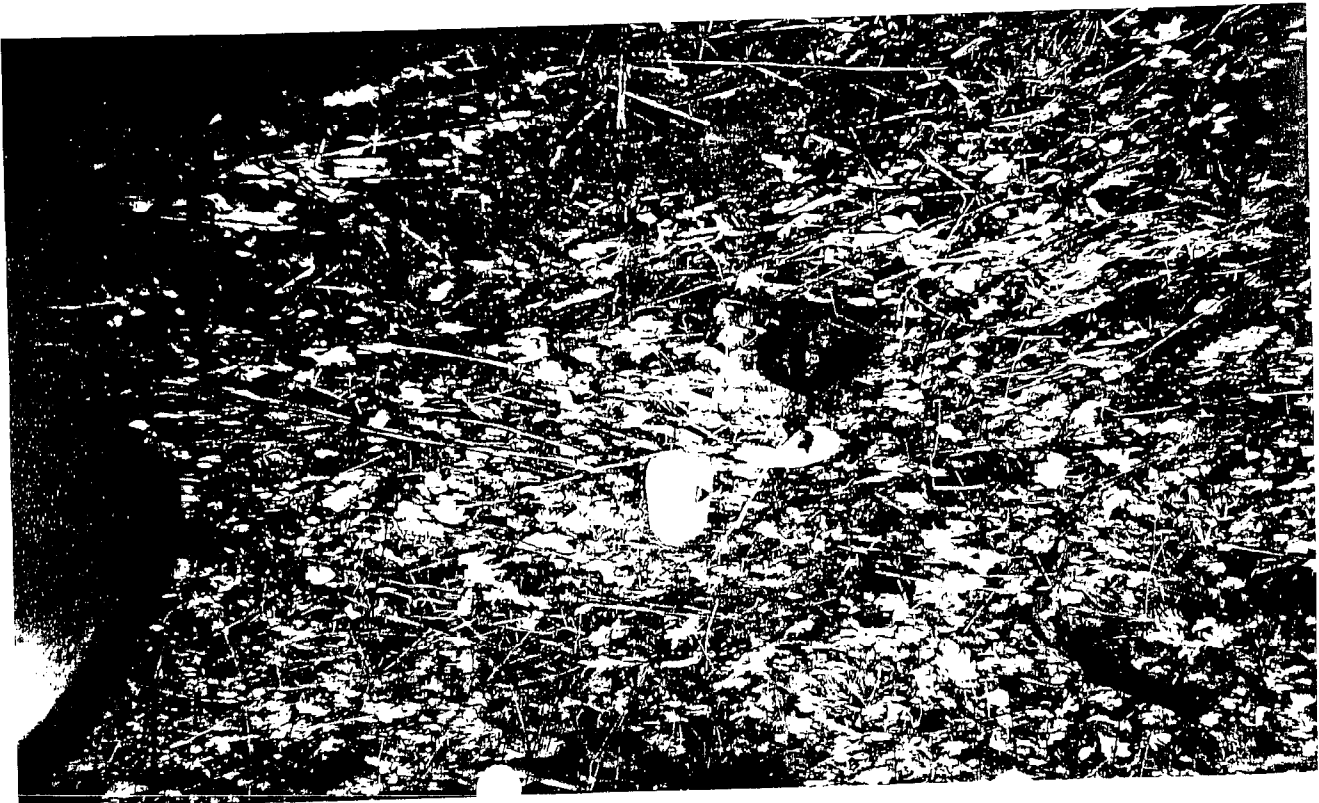
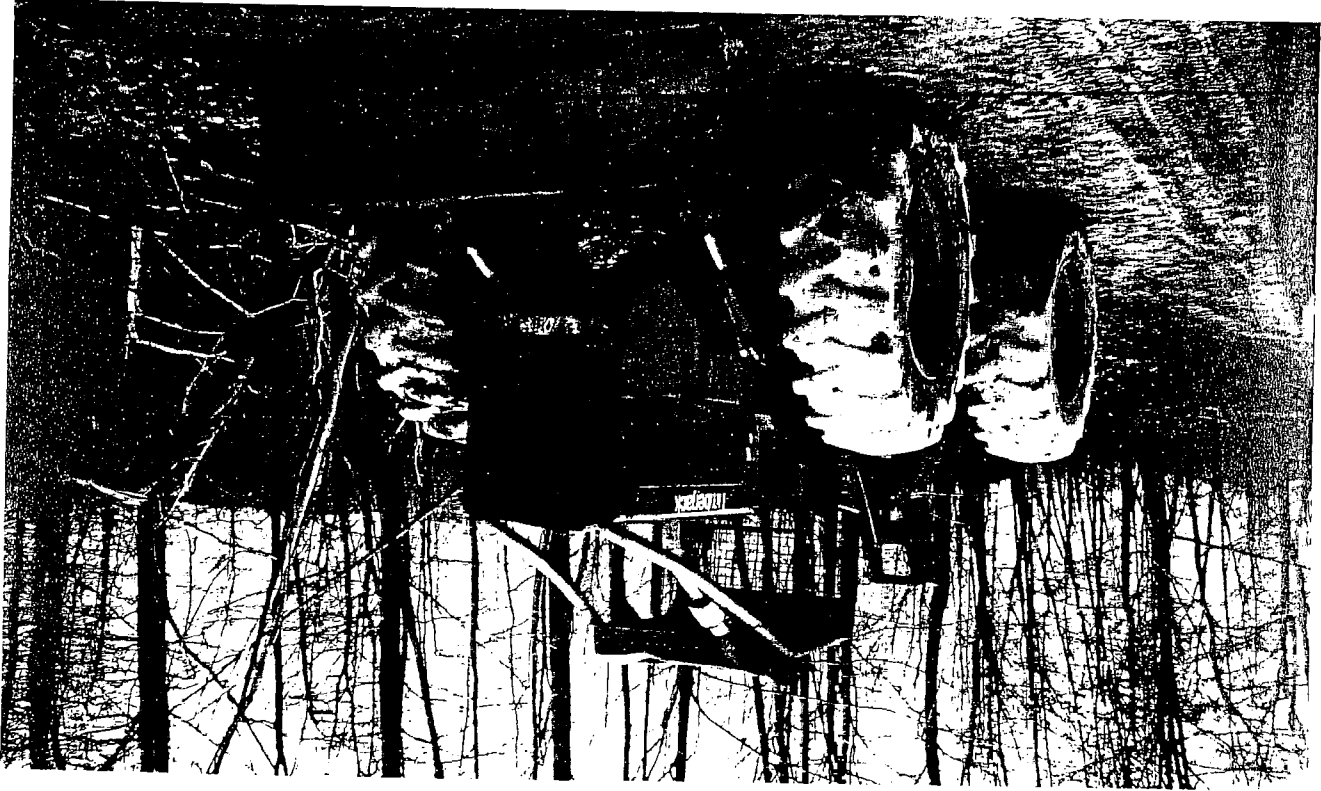




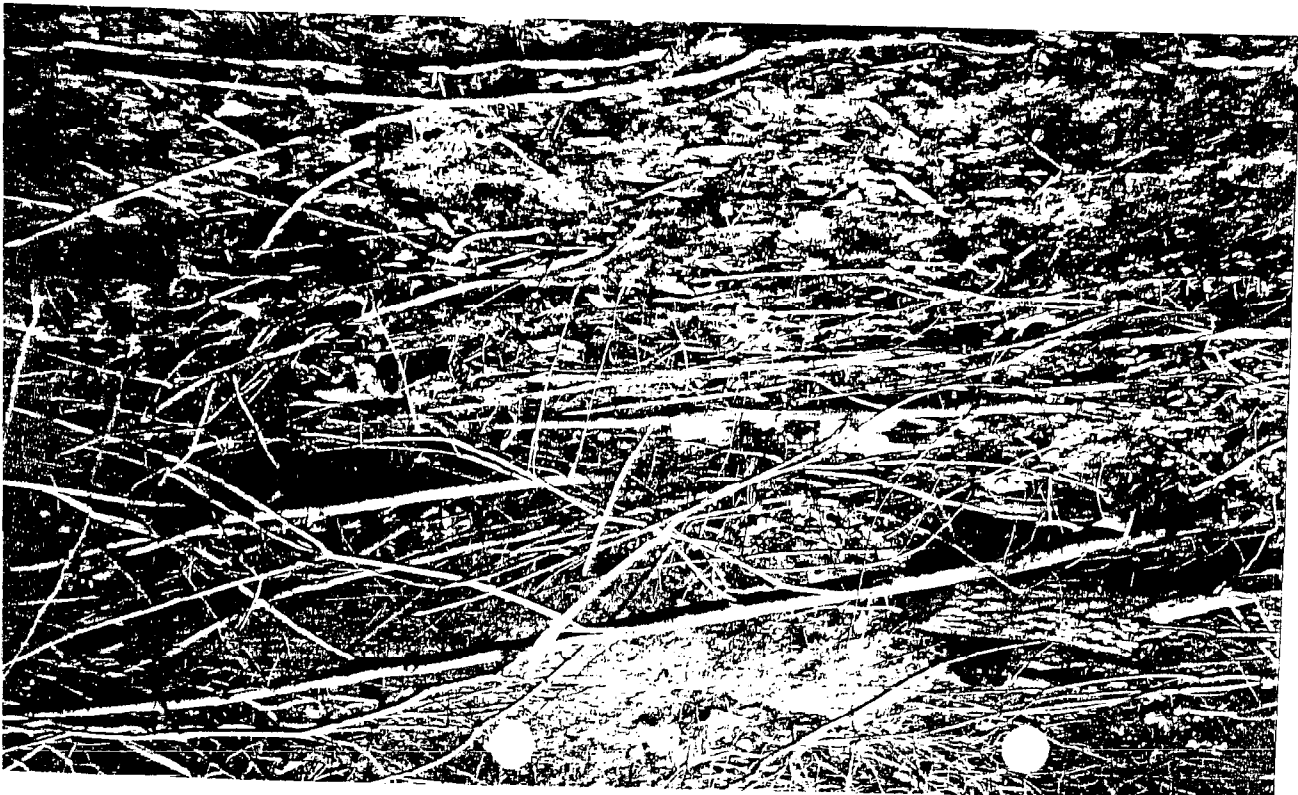


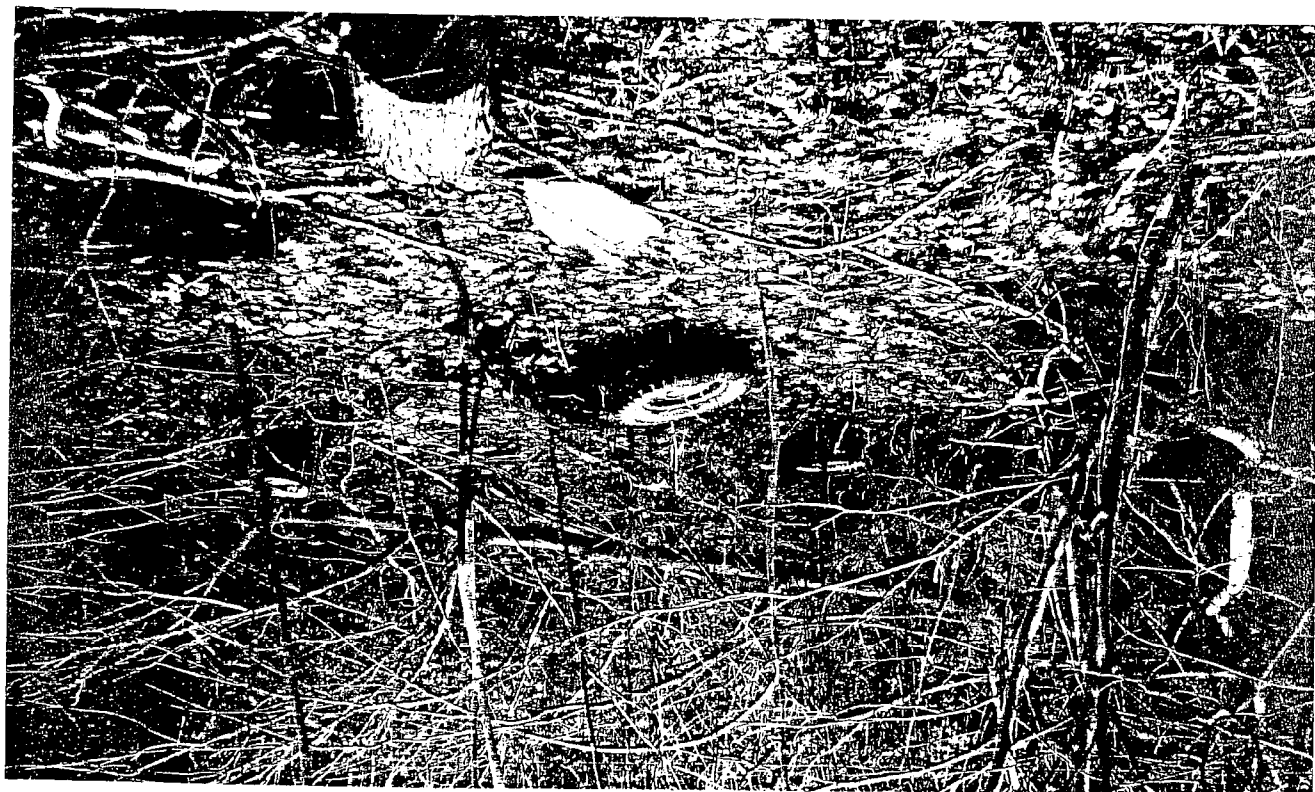






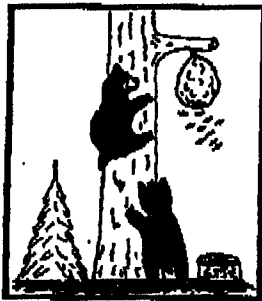












"We are Bearish on Timber"

## Darrell E. Wilson

### Consulting Forester

1011 Winterset Road -- Ebensburg, PA 15931 -- (814) 472-5557

January 14, 2004

Mr. James A. Naddeo  
Attorney at Law  
211 1/2 East Locust Street  
P.O. Box 552  
Clearfield, PA 16830

Re: Appraisal of merchantable timber  
illegally harvested on property  
belonging to Kenneth K. Rishel &  
Sons, Inc. situated in Penn Town-  
ship, Clearfield County, Pa.

Dear Mr. Naddeo:

Per our most recent telephone conversation, here is my report on the  
above referenced subject;

My appraisal was accomplished by an on-site cruise of the effected  
area. A 100% cruise of the stumps and related tops of all of the trees  
that were illegally harvested and/or damaged was conducted on approxi-  
mately 43 acres of the property. A map of the property showing the loca-  
tions of the measured areas (A, B & C) is attached to this report (see  
Enclosure 1). As such, the stump diameters and merchantable heights of  
all sawtimber size trees (13" to 11" at stump height) and all poletimber or  
pulpwood size trees (7" to 10.9" at stump height) that were illegally  
taken on the 43 acre sample area were measured and tallied by species. In  
addition, a number of adjacent standing trees were measured to determine  
the average tree heights by diameter and species as well as the tree taper  
from stump height to diameter at breast height (DBH) by species. It is  
possible that some illegal trees (stumps) were not located (tallied) due  
to the heavy logging slash (tree tops) and a heavy growth of wild fern  
that covered most of the sample area. Consequently, it is likely that the  
timber (number of trees and volume) data presented in this report is on  
the conservative side.

Based on a physical inspection of the entire logged area, it is esti-  
mated tha the illegal harvesting took place on at least 350 acres.

The Scribner Log Rule, Form Class 78, by Messavage and Girard, U.S.  
Forest Service Tables for Estimating Timber Volume, was used to compute  
the sawtimber volume of the trees measuring 11.9" to 10.0" in diameter at  
breast height (DBH). Local volume tables were used to compute the pole-  
timber volume of trees measuring between 9.9" and 6.0" at DBH as well as  
the tops of the sawtimber size trees (branches) that have merchantable  
value as pulpwood and/or firewood.

MONEY DOES COME FROM GROWING TREES!



Timber Management - Sales - Appraisals - Inventories - Investments  
Professional Forester - Member, Society of American Foresters



Page 2

Mr. James A. Naddeo

The standing timber (stumpage) prices used in this report are as reflected by timber sales in the area in 2002 and 2003. Other factors that were considered in the determination of timber prices are timber quality (grade), species, logging difficulty and distance to timber markets.

A summary of my estimate of the standing merchantable timber volumes and values lost by the illegal harvesting of trees is provided in Enclosure 2 of this report. As shown in the summary, triple damages have been applied to the face values as is normal practice where wanton or willful trespass is involved.

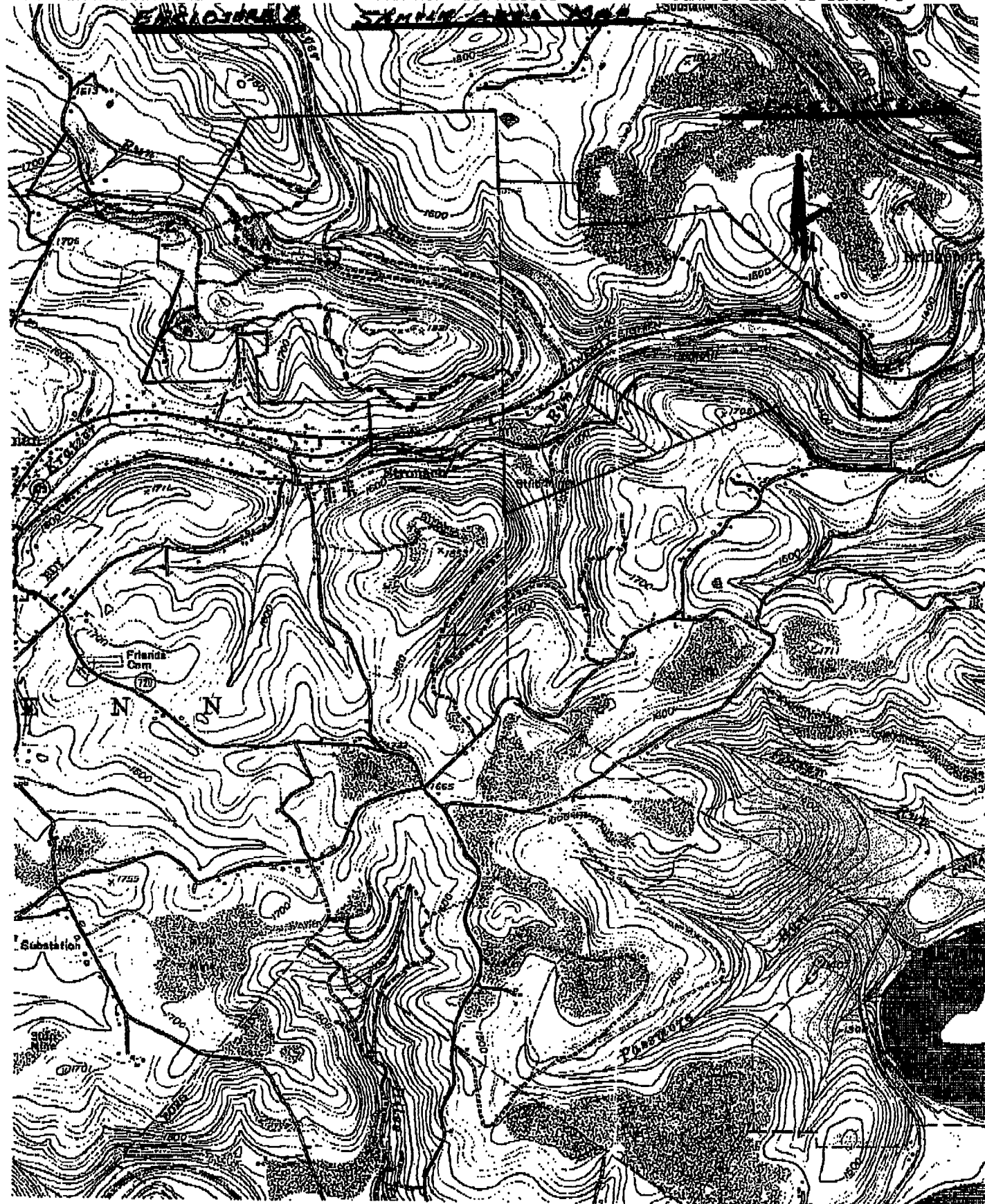
Please call me if you have any questions or need any additional help with this matter.

Sincerely,

  
Darrell E. Wilson, P.F.

Attachments

cc: Kenneth K. Rishel &amp; Sons, Inc.



100% CADIS  
M295VLR  
SAMPLE AREA

**ENCLOSURE 2**

SET-  
STANDARD  
STANDARD  
STANDARD

## Grampian Area A,B,C (43 Acres)

SPECIES	#STEMS	AV DBH	AV HT	TOTAL VOL	\$ MBF	\$ TOTAL
RED MAPLE	41	11	1.25	1675	\$90	\$151
HEMLOCK	15	11	1.25	645	\$78	\$45
SUGAR MAPLE	13	11	1.25	581	\$200	\$116
WBC	11	11	1.25	451	\$400	\$180
BIRCH	4	11	1.25	174	\$90	\$16
WHITE ASH	2	10	1.25	74	\$100	\$7
RED OAK	1	11	1.5	49	\$200	\$10
BASSWOOD	1	11	1.5	49	\$100	\$5
BEECH	1	11	1.5	49	\$70	\$3
CHESTNUT OAK	1	11	1	38	\$70	\$3
TOTALS	90	11	1.25	3785		\$456.00
Poles	36				\$130 MP 2MBF	

$$\therefore \text{EST. } \frac{1}{3} \text{ AC.} = \$10.60/\text{AC.}$$

88 BOARD ST. / A.C.  
SCRIBNER RULE - FC 78

## SAWTIMBER VALUE

**\$10.60/Acre x Est. 350 Acres = \$3,710.00**

PULPWOOD VALUE

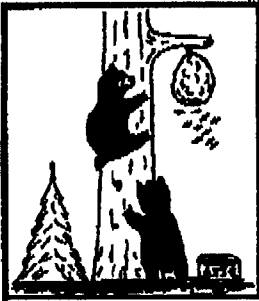
36 Poletimber Trees Measured on 43 Acres - Approx. 1 Tree/Acre  
Sawtimber Topwood (Tops) - 2.1 Trees/Acre  
Estimated 1/2 Cord/Acre or 1.15 Tons/Acre  
Stumpage Value - \$3.00/Ton  
- \$3.45/Acre x Est. 350 Acres?? - \$1,207.00

TOTAL STUMPAGE VALUE (Based on 350 Acres Effected )

Sawtimber - \$3,710.00

Pulpwood - \$1,207.00

Total All - \$4,917.00 x Triple Damages - \$14,751.00



"We are Bearish on Timber"

## Darrell E. Wilson

Consulting Forester

1011 Winterset Road -- Ebensburg, PA 15931 -- (814) 472-5557

January 14, 2004

Mr. James A. Naddeo  
Attorney at Law  
P.O. Box 552  
Clearfield, PA 16830

Re: Appraisal & Report of merchantable  
timber illegally harvested on  
property belonging to Kenneth K.  
Rishel & Sons, Inc. situated in  
Penn Township, Clearfield County,  
Pennsylvania

### BILLING INVOICE

For professional forestry services rendered in  
connection with the above referenced subject to date:

Labor & Expenses - \$2,300.00

Fee Already Paid in Advance - \$1,500.00

BALANCE DUE\*\*\*\*\*\$800.00

\* If expert witness testimony is required, my fee would be based on  
a \$35/Hour rate plus travel expenses for time and travel provided for  
the same.

### MONEY DOES COME FROM GROWING TREES!



Timber Management -- Sales -- Appraisals -- Inventories -- Investments  
Professional Forester -- Member, Society of American Foresters



SPECIAL WARRANTY DEED  
By A Corporation

MADE the 21st day of July, 1997.

BETWEEN HARBISON-WALKER REFRACTORIES COMPANY (formerly INDRESCO Inc.)

a Corporation organized and existing under the laws of Delaware having its principal place of business at 600 Grant Street, Pittsburgh, Pennsylvania 15219 (hereinafter called "Grantor")

AND

RISHEL ENTERPRISES, INC., a Pennsylvania business corporation, with its principal office located at 1229 Turnpike Avenue, Clearfield County, Clearfield, Pennsylvania 16830 (hereinafter called "Grantee")

WITNESSETH, That the said Grantor in consideration of TWO HUNDRED TEN THOUSAND AND NO/100 (\$210,000.00) ..... Dollars, paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell, and convey unto the said Grantee its heirs, executors, administrators, successors, and assigns forever;

Parcels of land, situate in the Townships of Pike and Penn, County of Clearfield, and Commonwealth of Pennsylvania, as described in the following conveyances:

Parcel 1:

As in Parts First, Fourth, and Fifth in conveyance from Harbison-Walker Mining to Harbison-Walker Refractories Company dated November 29, 1947 and recorded in Deed Book 389, Page 69 (described in attached Exhibit "A").

SAVE AND EXCEPT the portion described in the following Conveyances:

As described in conveyance from Harbison-Walker Refractories Company to Andrew McCall, et ux, dated August 13, 1948.

As described in conveyance from Harbison-Walker Refractories Company to Arthur J. Danvir, et ux, dated June 14, 1951.

As described in conveyance from Harbison-Walker Refractories Company to Boyd Barrett, et ux, dated June 14, 1951.

As described in conveyance from Harbison-Walker Refractories Company to Commonwealth of Pennsylvania, dated October 19, 1960.

As described in conveyance from Harbison-Walker Refractories Company to Frank R. Hepfer, et ux, dated December 8, 1947.

As described in conveyance from Harbison-Walker Refractories Company to Ralph V. Woodel, et ux, dated December 8, 1947.

As described in conveyance from INDRESCO Inc. to The Borough of Grampian dated April 5, 1995.

As described in conveyance from Harbison-Walker Refractories Company to William E. Freeman, et ux, dated December 27, 1995 and recorded in Volume 1735, Page 379.

Parcel 2:

As in Part Number Ten in conveyance from The Clearfield Fire Brick Company, Limited to Harbison-Walker Refractories Company dated July 1, 1902, recorded in Deed Book 125, Page 291 (described in attached Exhibit "B").

SAVE AND EXCEPT the portion described in the following Conveyances:

As described in conveyance from Harbison-Walker Refractories Company to Charles Shubert, dated May 23, 1914.

As described in conveyance from Harbison-Walker Refractories Company to Ira Freedline, dated August 28, 1916.

As described in conveyance from Harbison-Walker Refractories Company to John Nicolson, dated October 21, 1909, recorded in Deed Book 180, Page 458.

As described in conveyance from Harbison-Walker Refractories Company to Lloyd Mahlon, dated July 29, 1921.

As described in conveyance from Harbison-Walker Refractories Company to Samuel Horn, dated March 20, 1915.

As described in conveyance from Harbison-Walker Refractories Company to W. Richal, dated March 5, 1919.

Parcel 3:

As in conveyance from Edward A. Irvin to Harbison-Walker Refractories Company, dated November 18, 1907, recorded in Deed Book 164, Page 545 (described in attached Exhibit "C").

BEING Tax Parcel Nos. 126-G10-000-00009, 125-G10-000-00017, and 125-G10-000-0012.

It is the intention of the Grantor herein to convey all of the coal and other minerals and, therefore, this conveyance is made TOGETHER WITH all of the coal, clay, and other minerals

which may be found in, under, and upon each of the parcels conveyed herein together with such coal and minerals as may be reserved to the Grantor or its predecessors in title under prior deeds of conveyance and which are described herein as adverse conveyances.

EXCEPTING AND RESERVING unto Grantor, its successors, assigns, and lessees all gas, oil, and associated liquid or gaseous hydrocarbons, together with all rights reasonably necessary to drill, extract, or remove said gas, oil, and associated liquid or gaseous hydrocarbons at such time as Grantor, its successors, assigns, or lessee may determine in accordance with customary industry standards.

UNDER AND SUBJECT TO an Oil and Gas Lease between Harbison-Walker Refractories, U.S. Division of Dresser Industries, Inc. (now assigned to Seller herein) to C. E. Beck, dated June 1, 1972, recorded at Misc. Book Vol. 171, page 83, Clearfield County, Pennsylvania. Grantor RESERVES unto Grantor, its successors and assigns, all interest in said lease, as amended and assigned.

In the event the Grantor herein should, at any time in the future, wish to sell the gas, oil, and associated liquid or gaseous hydrocarbons in and under the above-described land together with existing wells, leases, and future production royalties, it shall give the first option to purchase the same to the Grantee or Grantee's assigns at the fair market value of the same. Grantee shall have 90 days after notice in writing from the Grantor in which to exercise the offer to purchase the same.

EXCEPTING AND UNDER AND SUBJECT TO all prior conveyances, reservations, exceptions, covenants, easements, rights-of-way, limitations, restrictions, and encroachments previously imposed, appearing of record, observable by an inspection of the premises or known to the Grantee.

Harbison-Walker Refractories Company was merged into Dresser Industries, Inc. On October 26, 1967, and a copy of said Agreement of Merger is recorded in the Records Office of Clearfield County, Pennsylvania, in Miscellaneous Book 145, Page 215; the above described Parcel 1 being part of Tract 064, Parcel 2 being Tract 002, Parcel D; and Parcel 3 being Tract 013 in the Deed from Dresser Industries, Inc. to INDRESCO Inc. Dated July 31, 1992, and recorded in the Records Office, Clearfield County, Pennsylvania in Deed Book 1514, at Page 532. INDRESCO Inc.'s name was changed to Harbison-Walker Refractories Company on October 31, 1995; said name change certificate being recorded in the Records Office, Clearfield County, Pennsylvania, in Volume 1735, Page 385.

With the appurtenances: To Have and To Hold the same to and for the use of the said Grantee, its heirs, executors, administrators, successors and assigns forever, and the Grantor, for its successors and assigns, hereby covenants and agrees that it will warrant specially 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. 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 not to be construed 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.]



IN WITNESS WHEREOF, The Grantor has caused its common and corporate seal to be affixed to these presents by the hand of its Vice President, and the same to be duly attested by its Assistant Secretary. Dated the day and year first above written.

Attest:

Kenneth C. Fernandez  
Assistant Secretary

HARBISON-WALKER REFRACTORIES COMPANY

By

William K. Brown, Vice President  
Minerals & Mining Operations

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 OR 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, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS OR ATTEST:

Rishel Enterprises, Inc.

By

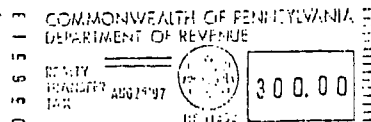
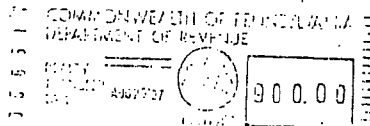
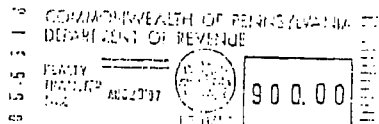


EXHIBIT "A"  
DEED BOOK 389, PAGE 69

All those certain tracts of land situate partly in the Township of Penn and partly in the Township of Pike, in the County of Clearfield, and state of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Known as the Widemire tract, situated in Penn Township, beginning at a post corner of Wall tract; thence by Kratzer tract north twenty and three fourth degrees west, seven perches to post; thence by same north five and one quarter degrees west, ninety seven and three tenth perches to red oak down; thence by Reed tract south eighty four degrees west, one hundred and sixty three and eight tenth perches to post; thence by Stronach south six and three quarter degrees east, fifty six perches to hemlock down; thence south eighty six and one quarter degrees west, twenty nine and two tenth perches to post; thence south six degrees east, forty four and six tenth perches to post; thence by dividing line north eighty six and three quarter degrees east, one hundred and ninety one perches to post and place of beginning, containing one hundred and twelve acres, more or less.

THE FOURTH THEREOF: Known as the smaller Kratzer tract, situated in Pike Township beginning at stones on line of Brink estate; thence north twenty four degrees west, sixty seven perches to a hemlock on line of Widemire tract; thence by same and Reed tract north eight degrees west, two hundred and twenty perches to a hemlock; thence north forty six degrees east by Reed, ninety perches to white oak; thence south forty four degrees east, twenty perches to chestnut, being the south corner of what was known as the John Wrigley tract; thence north forty six degrees east, thirty one perches to a post; thence south eight degrees east by the larger Kratzer tract, three hundred and six perches to post on lower line of same; thence by Bennett and Brink tract south sixty six degrees east, one hundred and ten perches, more or less, to stones and place of beginning, containing about two hundred acres and allowances, and being part of a larger tract of land warranted in the name of Micklin and Griffith.

THE FIFTH THEREOF: Known as the larger Kratzer tract, situated in Pike Township, beginning at a post, the northwest corner of the tract; thence by smaller Kratzer tract south eight degrees east, three hundred and six perches to a post on line of Bennett tract; thence along said line north sixty six degrees east, one hundred and fourteen perches, more or less, to a post; thence south twenty five degrees east, one hundred and thirty perches to a post; thence north thirty seven degrees east, one hundred and thirty seven perches to a post; thence north one degree west, one hundred and eighteen perches to a white pine corner of land now or formerly of

EXHIBIT "A"

Joseph Spencer; thence by said land north fifty one and one fourth degrees west, one hundred and forty seven and two tenth perches to an oak corner; thence by said land north forty seven and one half degrees west, thirteen parches to a post; thence by land formerly of George Beatty north forty four degrees west, twenty six and one half perches to a post corner of land formerly owned by England, now Moore; thence by same north sixty five degrees west, one hundred and twenty one perches to a maple on line of land formerly John Wrigley estate; thence by said line north forty six degrees west, two perches, more or less, to the place of beginning, containing three hundred and sixty three acres, more or less.

8-28-97

CLEARFIELD COUNTY  
ENTERED OF RECORDTIME 12:00 Noon  
BY *Karen L. Starck*  
FEES 23.50

Karen L. Starck, Recorder

BEFORE ME, CLERK, that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

*Karen L. Starck*Karen L. Starck  
Recorder of DeedsCURWENSVILLE AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 3,100.00

PAID 8/28/97 KAREN L. STARCK  
Date Agent

EXHIBIT "B"  
DEED BOOK 125, PAGE 291

NUMBER TEN: All that certain tract of land situate in the Township of Penn, County of Clearfield and State of Pennsylvania, bounded and described as follows: Beginning at a red oak, thence by land of Widemire, now E. A. Irvin, South eighty four degrees West, two hundred and eight (208) perches to post; thence by land of T. Stronach North six degrees West, thirty two (32) perches to post; thence still by land of Stronach South eighty four degrees West ninety (90) perches to post; thence North forty six degrees West, forty eight (48) perches to post; thence by land of T. Stronach and Daniel McKeown North twenty nine degrees East one hundred and thirty eight (138) perches to white pine; thence North sixty two degrees West by land of McKeown, one hundred and eighty two (182) perches to hemlock; thence North twenty eight degrees East, eighty (80) perches to post; thence East sixty five and seven tenth ( $65 \frac{7}{10}$ ) perches; thence South eighty seven degrees East two hundred and eighty two and three tenth ( $282 \frac{3}{10}$ ) perches to red oak; thence South forty two degrees East one hundred and thirty nine (139) perches by land of N. Cleaver to white oak; thence South forty eight degrees West ninety two (92) perches to a hemlock; thence South seven degrees East one hundred and twenty four (124) perches to the beginning. Containing six hundred and fifty (650) acres.

Excepting and Reserving from the above described premises the undivided one third interest in and to all the fire clay in, under, or upon said land.

Also Excepting and Reserving out of the said premises the right of way to the Blooms Run Railroad Company across said land sixty (60) feet in width, for a railroad, being the same right of way now graded and occupied by said Blooms Run Railroad Company.

Also Reserving the stone in and upon the above described premises, in accordance with the provisions of a certain Agreement in writing between H. F. Bigler and George W. Hoover, dated the 28th day of August, 1901.

EXHIBIT "B"

EXHIBIT "C"  
DEED BOOK 164, PAGE 545

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

Beginning at a stone on the northern right of way line of the Tyrone & Clearfield branch of the Pennsylvania Railroad; thence North twenty-one degrees twenty minutes East (N. 21° 20' E.) five hundred and forty-six (546) feet to a stone; thence South seventy-four degrees thirty-four minutes East (S. 74° 34' E.) eight hundred and sixty-five (865) feet to a stone; thence South no degrees forty-three minutes West (S. 0° 43' W.) five hundred and ninety-three (593) feet to a stone on the northern line of the right of way of the Tyrone & Clearfield branch of the Pennsylvania Railroad; thence along the northern right of way line of the said railroad in a westerly direction three hundred and seventy-five (375) feet, more or less, to a stone in corner of said right of way; thence in a southerly direction sixty (60) feet to a stone in corner of said right of way; thence along the northern right of way line of the said Railroad in a westerly direction seven hundred and fifty (750) feet, more or less, to the place of beginning; containing thirteen and three-fourths (13 3/4) acres, more or less, after making allowance for public road through said Property.

Subject, however, to the Public road running along the southern line of the said tract and Reserving and Excepting to the grantor, his heirs and assigns, all the coal, fire clay and other minerals underlying the said tract.

This deed is executed in pursuance of the covenant in the lease of Edward A. Irvin et ux. to Harry A. Kennedy and Harry W. Croft, dated the 25th day of May, 1896, and recorded in the Recorder's Office of Clearfield County in Miscellaneous Book Vol. "0", Page 69, by which covenant the said Edward A. Irvin was to execute to the lessees in the said lease a deed giving clear title forever to a certain tract of land to be used for the erection of a fire brick plant at any point on any of the tracts covered by the said lease that might be selected, and which said Lease has been assigned to the Harbison-Walker Refractories Company and the said fire brick plant having been built and being now owned by the said Harbison-Walker Refractories Company.

Entered of Record 8-28 1997 12:00 Karen L. Starck, Recorder

EXHIBIT "C"

**SWATSWORTH LOGGING CO.**

**R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833**

**TIMBER AGREEMENT**

*THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_*

*BETWEEN*

*RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830*

*SITUATED IN:*

*Penn & Pike Townships  
Twp. #'s 125 & 126  
Tax Map # G-10  
Parcel #'s 17 & 9*

*HEREINAFTER referred to as LESSOR(S)*

*AND*

**JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835**

JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835

AND

KENNETH K. RISHEL & JAMES RISHEL  
RISHEL ENTERPRISES, INC.  
1229 TURNPIKE AVE. EXT.  
CLEARFIELD, PA 16830

- Have agreed to \$130,000 for all above stated timber.

*Terms:*

- A down payment of \$30,000 and twenty-five (25) weekly payments of \$4,000.

*Lessee* \_\_\_\_\_

JAMES R. SWATSWORTH

*Lessor(s)* \_\_\_\_\_  
\_\_\_\_\_

*HEREINAFTER referred to as LESSEE*

*Diameter of trees to be cut shall be no less than twelve (12) inches chest high.*

*The lessee shall have free liberty of ingress, egress, and regress, into, over and from the land above stated, with his harvest and carry away said timber.*

*In consideration whereof, the Lessee agreed to the following:*

- 1. The Lessee agrees that any and all pipelines and boundaries shall be kept clear of any and all brush.*
- 2. Any and all skidding or felling of trees shall be done so as to do as little disruption as possible to the above stated property.*
- 3. All cutting to be done so as to not destroy any more of the smaller trees as necessary to proper conduct the operations.*
- 4. This contract shall have an expiration date of \_\_\_\_\_  
With a six month extension option.*

*Timber to be harvested:*

- All acreage south of Rt. 879.*
- All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.*

*Lessee* \_\_\_\_\_

*JAMES R. SWATSWORTH*

*Lessor(s)* \_\_\_\_\_

\_\_\_\_\_



*SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833*

*TIMBER AGREEMENT*

*THIS AGREEMENT, made and entered into this 9<sup>TH</sup> day of OCT, 2002*

*BETWEEN*

*DAVID B. SNYDER  
R.R.#3  
REYNOLDSVILLE, PA 15851*

*SITUATED IN:*

*Penn & Pike Townships  
Twp. #'s 125 & 126  
Tax Map # G-10  
Parcel #'s 17 & 9*

*AND*

*JAMES R. SWATSWORTH  
SWATSWORTH LOGGING CO.  
R.R. 2, BOX 145B  
CURWENSVILLE, PA 16833  
(814) 236-3835*

## ***TIMBER AGREEMENT***

- ***TIMBER TO BE HARVESTED:***

All species 12 inches and up chest high.

All acreage south of Rt. 879

All acreage north of Rt. 879 that is west of Bilger Run and Fenton Run.

- ***CUTTING OPERATION:***

Agrees to multiple cutting crews to get the job done in the allotted time of one year, with the option of a six month extension if needed.

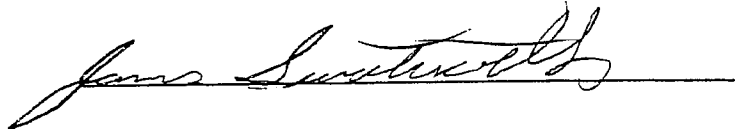
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- ***PAYMENT:***

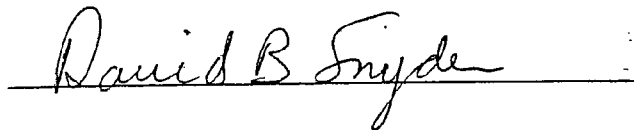
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

The first \$4,000 payment is due on 10/25/02.


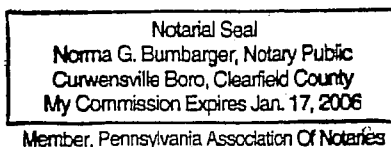
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



***JAMES R. SWATSWORTH***



***DAVID B. SNYDER***



*April 23, 2003*

**JAMES V. NADDEO**

ATTORNEY AT LAW

P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

---

(C)

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211 1/2 EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

(814) 765-1601  
FAX: (814) 765-8142  
naddeolaw@iqnetsys.net

January 15, 2004

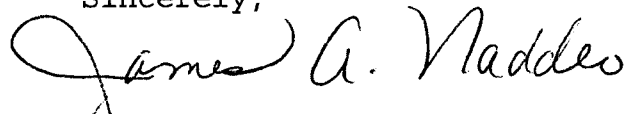
Marcy Kelley, Deputy Court Adm.  
Office of Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Rishel Enterprises vs. Snyder, et al.  
No. 03-926-CD

Dear Ms. Kelley:

Enclosed is Plaintiff's Pre-Trial Statement. By copy  
of this letter, I am forwarding same to counsel of record.

Sincerely,

  
James A. Naddeo

JAN/jlr

Enclosure

cc: S. Casey Bowers, Esquire (w/ enc.)  
Chris A. Pentz, Esquire (w/ enc.)

**RECEIVED**

**JAN 15 2004**

**COURT ADMINISTRATOR'S  
OFFICE.**

9

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

RISHEL ENTERPRISES, INC.,  
Plaintiff

vs.

DAVID B. SNYDER, an  
individual,  
Defendant

vs.

JAMES R. SWATSWORTH, t/d/b/a  
SWATSWORTH LOGGING  
CO.,  
Additional Defendant

No. 03-926-C.D.

Type of Pleading:

**DEFENDANT'S PRE-TRIAL  
STATEMENT**

Filed on Behalf of:  
Defendant, David B. Snyder

Counsel of Record for  
This Party:

Robert M. Hanak, Esq.  
Supreme Court No. 05911  
S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

**RECEIVED**

**JAN 15 2004**

**COURT ADMINISTRATOR'S  
OFFICE**

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

RISHEL ENTERPRISES,	:	
Plaintiff	:	
vs.	:	No. 03-926-C.D.
DAVID B. SNYDER, an	:	
individual,	:	
Defendant	:	
vs.	:	
JAMES R. SWATSWORTH, t/d/b/a	:	
SWATSWORTH LOGGING	:	
CO.,	:	
Additional Defendant	:	

**DEFENDANT, DAVID B. SNYDER'S,**  
**PRE-TRIAL STATEMENT**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and through his attorneys, HANAK, GUIDO AND TALADAY, and presents the following Pre-Trial Statement:

**I. Narrative Statement of the Case.**

This case stems from the cutting and removal of timber from a 600 acre tract of the land owned by RISHEL ENTERPRISES situate in Penn and Pike Townships, Clearfield County, Pennsylvania.

On or about October 1, 2002, Additional Defendant, JAMES SWATSWORTH, t/d/b/a SWATSWORTH LOGGING CO. ("Swatsworth") and RISHEL ENTERPRISES ("Rishel") entered into a Timber Agreement. Under the terms of this agreement, Swatsworth agreed to pay Rishel \$130,000.00 in exchange for the right to remove all

species of trees "12 inches and up chest high" from the above mentioned lands of Rishel.

On or about October 9, 2002, Swatsworth entered into an agreement with Defendant, David B. Snyder, for the sale of timber. Under the terms of this Agreement, Defendant Snyder agreed to pay Swatsworth \$145,000.00 in exchange for the right to cut and remove all species of trees "12 inches and up chest high, from the above lands of Rishel. Swatsworth guaranteed title to all timber subject to the contract between Swatsworth and Defendant Snyder.

As per the above agreement, Defendant Snyder commissioned several contract loggers to cut and remove timber from the above lands of Rishel. Defendant Snyder also retained Swatsworth to supervise and direct the activities of contract loggers.

Plaintiff alleges that Defendant Snyder and/or his contract loggers cut and removed trees that were smaller than "12 inches chest high." Plaintiff alleges that the fair market value of the timber that was allegedly wrongfully removed is \$938,746.66.

Defendant Snyder maintains that any loss sustained by Plaintiff has resulted directly from the acts and/or omissions of Additional Defendant Swatsworth.

On or about May 15, 2002, Rishel ordered Defendant Snyder and his contract loggers to discontinue all timber harvesting from the Rishel property. Rishel has since excluded Defendant Snyder and his contract loggers from said lands. Approximately 40% of the timber subject to the agreement between Swatsworth and Defendant Snyder

remains standing on the Rishel property. As such, Defendant Snyder has filed a Counterclaim against Rishel based on intentional interference with contractual relations.

Defendant Snyder maintains that the loss he has sustained as a result of Rishel's intentional interference with Defendant Snyder's contractual relationship with Swatsworth more than offsets any loss sustained by Plaintiff.

**II. Statement of Unusual Questions of Law.**

None.

**III. List of Witnesses.**

A.	James Ryan Rishel 208 James Lane Clearfield, PA 16830	Liability and damages
B.	James R. Swatsworth R.D. #2, Box 145B Curwensville, PA	Liability and damages
C.	John B. Welker 54 Root Hog Lane Woodland, PA	Liability and damages
D.	James B. Welker R.D. #1, Box 156 Woodland, PA	Liability and damages
E.	David B. Snyder R.D. #3, Box 331 Reynoldsville, PA 15851	Liability and damages
F.	Darryl E. Wilson 1011 Winterset Road Ebensburg, PA 15931	Damages



Defendant Snyder reserves the right to call all witnesses listed on Plaintiff's and Additional Defendant Swatsworth's Pre-Trial Statement. Defendant also reserves the right to call additional witnesses at time of trial with proper notice to the Court and opposing counsel.

**IV. Medical Reports.**

Not applicable.

**V. Expert Reports.**

None.

**VI. Items of Special Damages.**

None.

**VII. List of Exhibits.**

- A. Contract between Rishel Enterprises and James R. Swatsworth.
- B. Contract between James R. Swatsworth and David B. Snyder.
- C. Clearfield County tax maps.
- D. Deposition testimony of the above listed witnesses with the exception of Darryl E. Wilson and David B. Snyder.

Defendant Snyder reserves the right to use exhibits listed on Plaintiff's and Additional Defendant Swatsworth's Pre-Trial Statement. Defendant reserves the right to list additional exhibits at the time of trial with proper notice to the Court and opposing counsel.

**VIII. Photographs, Plans or Plots.**

None with the reservation to use any photographs, plans or plots referred to in Plaintiff's or Defendant Swatsworth's Pre-trial Statement.

**IX. Stipulations.**

None.

**X. Extraordinary Issues.**

None.

**XI. Estimated Length of Trial.**

Two (2) days.

Respectfully submitted,



---

S. Casey Bowers  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 15th day of January, 2004, I mailed a copy of the within Defendant, David B. Snyder's Pre-Trial Statement by first class mail, postage prepaid, to:

James A. Naddeo, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Rishel Enterprises

Chris A. Pentz, Esq.  
211-1/2 E. Locust Street  
Clearfield, PA 16830  
Counsel for Swatsworth

  
\_\_\_\_\_  
S. Casey Bowers