

03-959-CD
ROBERT H. GRIMMINGER, ETAL. vs. JAMES WELKER, ETAL

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs,

v.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and
DAVID B. SNYDER,
an individual,
Defendants.

No. 03 - 959 - CD

Type of Pleading:

COMPLAINT

Filed on behalf of:
Plaintiffs

Counsel of Record for
This party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

JUN 30 2003

William A. Shaw
Prothonotary

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs,

v.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and
DAVID B. SNYDER,
an individual,
Defendants.

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No. 02 - - CD

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
 Plaintiffs,

v.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and
DAVID B. SNYDER,
an individual,
 Defendants.

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No. 02 - - CD

COMPLAINT

NOW COME the Plaintiffs, Robert H. Grimminger and Emily M. Grimminger, and by their attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiffs are Robert H. Grimminger and Emily M. Grimminger, husband and wife, who reside at 604 Ogden Avenue, Clearfield, Pennsylvania 16830.

2. That the Defendant, James Welker, is an adult individual who resides at R. D. 1, Woodland, Pennsylvania 16881.

3. That the Defendant, John Welker, is an adult individual, who resides at R. D. 1, Woodland, Pennsylvania 16881.

4. That the Defendant, David B. Snyder, is an adult individual who resides at R. R. 3, Box 331, Reynoldsville, Pennsylvania 15851.

5. That at all times referred to herein, Plaintiffs were the owners of a piece or parcel of land located in Penn Township, Clearfield County, Pennsylvania, more particularly described in the Deed attached hereto as Exhibit "A".

6. That at all times referred to herein, the premises described in Paragraph 5 hereof was clearly posted with no trespassing signs.

COUNT I

Robert H. Grimminger and Emily M. Grimminger v.
James Welker and John Welker

7. That on or about Friday, January 31, 2003, the Plaintiff, Robert H. Grimminger, was contacted by an adjoining landowner and informed that unidentified individuals were cutting timber from the premises described in Paragraph 5 hereof.

8. That Plaintiff, Robert H. Grimminger, immediately proceeded to the property described in Paragraph 5 hereof at which time he discovered the Defendants, James Welker and John Welker, and four to six additional unidentified persons cutting and removing timber from the said property.

9. That Plaintiff, Robert H. Grimminger, directed the Defendants Welker and the remaining crew members to cease and

desist from any further cutting or removal of trees from the Grimminger property.

10. That the fair market value of the timber removed from Plaintiffs' property by Defendants Welker was Seven Thousand Four Hundred Ninety (\$7,490.00) Dollars.

11. That Plaintiffs have made demand upon Defendants to reimburse them for the value of the timber removed from their property but the Defendants have failed to do so.

WHEREFORE, Plaintiffs demand judgment from the Defendants Welker in the amount of Seven Thousand Four Hundred Ninety (\$7,490.00) Dollars. Jury Trial Demanded.

Count II

Robert H. Grimminger and Emily M. Grimminger v.
James Welker and John Welker

12. That the Plaintiffs incorporate the allegations contained in Paragraphs 1 through 11 of this Complaint by reference and makes them a part hereof.

13. That Defendants, Welker, removed timber from Plaintiffs' property as described in Paragraph 5 hereof without Plaintiffs' consent.

14. That Plaintiffs' property was at all times clearly marked with no trespassing signs.

15. That as a direct result of Defendants' conduct, Plaintiffs have or will be required to incur the costs of a timber survey and/or engineering survey of their premises.

16. That the conduct of the Defendants Welker was willful and malicious as defined by 42 Pa. C.S.A. 8311(a) et seq.

WHEREFORE, Plaintiffs claim damage from the Defendants Welker in the amount of \$7,490.00 as provided by 42 Pa. C.S.A. 8311(a) et seq. Jury Trial Demanded.

Count III

Robert H. Grimminger and Emily M. Grimminger v.
David B. Snyder

17. That the Plaintiffs incorporate the allegations contained in Paragraphs 1 through 16 of their Complaint by reference and makes them a part hereof.

18. That the Plaintiff, Robert H. Grimminger, discovered that someone was unilaterally removing timber from Plaintiffs' property on or about January 31, 2002.

19. That when Plaintiff, Robert H. Grimminger, confronted the persons removing said timber, Plaintiff, Robert H. Grimminger, was informed that said timber was being removed at the express direction and insistence of the Defendant, David B. Snyder.

20. That the Defendant, David B. Snyder, had no agreement or permission from Plaintiffs to remove timber from Plaintiffs' property.

21. That Plaintiffs believe and therefore aver that Defendants Welker and the remaining unidentified persons that removed timber from Plaintiffs' property were acting as either agents, servants, employees or contractors for the Defendant, David B. Snyder.

22. That by letter dated May 5, 2003, Plaintiffs made demand upon Defendant, David B. Snyder, to pay them for the reasonable value of the timber removed from their property. A copy of said letter is attached hereto as Exhibit "B".

23. That the reasonable value of the said timber was \$7,490.00.

24. That the said Defendant, David B. Snyder, has failed or refused to reimburse Plaintiffs as demanded.

WHEREFORE, Plaintiffs claim damage against the Defendant, David B. Snyder, in the amount of \$7,490.00. Jury Trial Demanded.

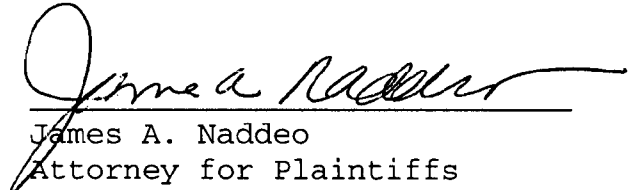
Count IV
Robert H. Grimminger and Emily M. Grimminger v.
David B. Snyder

25. That the Plaintiffs incorporate the allegations contained in Paragraphs 1 through 24 of this Complaint by reference and make them a part hereof.

26. That the conduct of the Defendant, David B. Snyder, in directing the Defendants Welker and other unidentified individuals to remove timber from Plaintiffs' property was willful, malicious and without authority from the Plaintiff landowners.

27. That Plaintiffs claim damage from the Defendant, David B. Snyder, as provided by 42 Pa. C.S.A.(a) et seq.

WHEREFORE, Plaintiffs claim damage from the Defendant, David B. Snyder, in the amount of \$7,490.00 with damages as provided by 42 Pa. C.S.A. 8311(a) et seq. Jury Trial Demanded.


James A. Naddeo
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared

ROBERT GRIMMINGER and EMILY GRIMMINGER, who being duly sworn

according to law, deposes and states that the facts set forth in

the foregoing Complaint are true and correct to the best of their

knowledge, information and belief.

Robert H. Grimminger
Robert Grimminger

Emily Grimmer

SWORN and SUBSCRIBED before me this 23rd day of June, 2003.

Linda Lewis

Notarial Seal
Linda C. Lewis, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 25, 2003

**QUIT CLAIM DEED
By a Corporation**

MADE the 27th day of March, 19 95,

BETWEEN INDRESCO Inc.

a corporation organized and existing under the laws of Delaware having its principal place of business at 2121 San Jacinto Street, Dallas, Texas 75201 (hereinafter called "party of the first part")

AND

*Robert H. Grimminger & Emily M. Grimminger, his wife
604 Ogden Avenue
Clearfield, PA 16830 (hereinafter called "parties of the second part")*

Witnesseth, That the said party of the first part, for and in consideration of the sum of Four Thousand and no/100 (\$4,000.00).....Dollars, lawful money of the United States of America, unto it in hand paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, and quit-claimed, and by these presents does remise, release, and quit-claim unto the said parties of the second part, and to their heirs, successors and assigns, forever,

All its interest in the surface only of that certain land situate in Penn Township, County of Clearfield, Commonwealth of Pennsylvania described as follows:

All the undivided one-third interest in and to all that certain tract of land situate in Penn Township, beginning at a hemlock, northwest corner and being the corner now or formerly of Elisha Fenton homestead; thence South eighty-six degrees East, one hundred eighteen and eight-tenth perches and by line now or formerly of Lewis Woods to corner; thence North four degrees East, along line of same, twenty perches to post; thence along land now or formerly of Cyrus Woods and J. Bilger South eighty-six degrees East, one hundred and seventy-three perches to chestnut corner; thence along land now or formerly of Jacob Bilger South twenty-five degrees East, one hundred and fifty-one perches to post corner; thence along land now or formerly of Bilger and Reed and the Myrter farm North eighty-six degrees West, three hundred and sixty-six and three-tenth perches to post corner now or formerly of Fenton homestead; thence North four degrees East, along said homestead, one hundred and nine perches to place of beginning.

EXCEPTING from the above tract portions of the surface thereof heretofore conveyed by A. C. Hopkins, E. A. Irvin and Hugh M. Irvin, by the following deeds:

Deed from A. C. Hopkins and E. A. Irvin to John C. Guiher, dated January 4, 1904 and recorded at Clearfield in Deed Book No. 138 page 493, conveying tract of land in Penn Township, containing 50 acres and 122 perches, more or less, and known as Lot No. 2 in the subdivision of the Fenton and Spencer tracts as surveyed and subdivided by Thomas W. Moore.

Deed from A. C. Hopkins and E. A. Irvin to John C. Guiher, dated January 8, 1904 and recorded at Clearfield in Deed Book No. 147 page 153, conveying tract of land in Penn Township, containing 51 acres and 15 perches, more or less, being known as Lot No. 1 in the subdivision of the Fenton and Spencer tracts.

Deed from A. C. Hopkins, Hugh M. Irvin and Elizabeth G. Irvin to Franklin Walburn and Elizabeth Walburn, dated April 16, 1909 and recorded at Clearfield in Deed Book No. 172 page 477, conveying certain tract of land in Penn Township containing 52 acres, more or less, and known as Lot No. 3 in the subdivision of the Fenton and Spencer tracts.

Deed from A. C. Hopkins and Hugh M. Irvin, Attorney-in-Fact for E. A. Irvin, to Job Spencer, dated February 25, 1902 and recorded at Clearfield in Deed Book No. 122 page 331, conveying tract of land in Penn Township, containing 49½ acres, more or less, and being known as Lot No. 4 in the subdivision of a certain tract of land conveyed by Abraham Spencer.

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, all party of the first part's interests in all gas, oil and associated hydrocarbons, and the right to extract the gas, oil and associated hydrocarbons at such time and in such manner as the party of the first part, its successors, assigns or lessees may determine as necessary.

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

UNDER AND SUBJECT TO all reservations, exceptions, covenants, easements and restrictions, encroachments previously imposed and appearing of record or observable by an inspection of the premises.

BEING the 6th described land interest conveyed in that certain Deed made the 18th day of September, 1928, between Hugh M. Irvin and Harbison-Walker Mining Company entered of Record in Clearfield County at Deed book No. 289, page 522, on September 21, 1928.

AND ALSO BEING the SIXTH tract conveyed in that certain Deed of November 29, 1947 between Harbison-Walker Mining Company and Harbison-Walker Refractories Company recorded in the Clearfield County Recorder's Office in Deed Book Vol. 389, page 69, on December 9, 1947.

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 at page 215; the above parcel being a part of the same premises conveyed in the Deed from Dresser Industries, Inc. to INDRESCO Inc. dated July 31, 1992, as part of Tract 064, and recorded in the Records Office, Clearfield County, Pennsylvania in Deed Book 1514, at page 532.

with the appurtenances: To Have and To Hold the same to and for the use of the said party of the second part, their heirs, successors and assigns forever.

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 set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

This Quit Claim Deed is made under and by virtue of a Resolution of the Board of Directors of the party of the first part duly passed at a regular meeting thereof, held on the 20th day of May A.D. 1992, a full quorum being present, authorizing and directing the same to be done.



ATTEST:

John Barnett
Secretary

IN WITNESS WHEREOF, The said party of the first part 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 Secretary. Dated the day and year first above written.

INDRESCO Inc.

By *W. J. Debus*
Vice-President

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS/ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS OR ATTEST:

James A. Nelder

Robert H. Schuminger

Commonwealth of Pennsylvania

County of Allegheny

SS:

On this 27th day of March, A.D. 1995, before me, Loretta M. Gottschling, the undersigned officer, personally appeared W. G. Sekoras, who acknowledged ~~he/his~~ himself to be the Vice President of INDRESCO Inc., a corporation, and that ~~he/he~~ as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by ~~he/his~~ himself as Vice President

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



Loretta M. Gottschling
Title of Officer

Notarial Seal
Loretta M. Gottschling, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 20, 1999
Member, Pennsylvania Association of Notaries

VOL 1667 PAGE 350

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
12/1/92
CERTIFICATE OF RESIDENCE
PB.11552

40.00

I hereby certify that the precise residence of the parties of the second part herein is _____

604 Ogden Avenue, Clearfield, PA 16830.

James R. Naddo
For Party of the Second Part

CLEARFIELD COUNTY
OFFICE OF RECORD
TIME 10:35AM 4-5-95
BY *James R. Naddo*
Fees 15.30
Karen L. Starck, Recorder

Commonwealth of Pennsylvania,

SS:

County of

Recorded on this _____ day of _____
19____, in the Recorder's Office of the said County,
in Deed Book, Vol. _____, page _____
Given under my hand and seal of the said office the day
and year aforesaid.

Recorder

I hereby CERTIFY 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 \$ 40.00

PAID 4-5-95 KAREN L. STARCK
Date Agent

Entered of Record 4-5 1995, 10:35am Karen L. Starck, Recorder

JAMES A. NADDEO

ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-1601

TELECOPIER
(814) 765-8142

ASSOCIATE
LINDA C. LEWIS

May 5, 2003

Mr. David Snyder
RR3 Box 331
Reynoldsville, PA 15851

Re: Grimminger Property/Penn Township
Clearfield County, Pennsylvania

Dear Mr. Snyder:

I represent Mr. and Mrs. Robert Grimminger who are the owners of a tract of land located in Penn Township, Clearfield County, Pennsylvania. My clients acquired title to this property from INDRESCO Inc. by Quit Claim Deed dated March 27, 1995, and recorded in the Recorder's Office of Clearfield County in Volume 1667, Page 346.

On Friday, January 31, 2003, Mr. Grimminger was notified by an adjoining landowner that someone was removing trees from his property. Mr. Grimminger immediately proceeded to the property and discovered a tree cutting crew consisting of 6 to 8 people. These individuals were in the process of cutting and removing timber from his land, the boundaries of which were clearly marked with "No Trespassing" signs. The persons in charge of the crew were John and James Welker of Woodland, Pennsylvania. The Welkers informed my client that they had been instructed to remove the timber from his property by you.

Mr. Grimminger initially consulted me concerning this incident on February 7, 2003. At that point I advised him to have a timber survey performed. I also recommended that he contact you directly to attempt to resolve this matter. I am enclosing a survey report prepared by Darrell E. Wilson. Mr. Wilson concludes that the total value of the standing timber removed by your employees/agents from the Grimminger property was \$7,490.00. It is my opinion that the egregious nature of the trespass committed by the Welkers would entitle the Grimmingers to punitive damages as provided by Statute. Please consider this letter to be a demand for the immediate payment of

Mr. David Snyder
May 5, 2003
Page 2

\$22,470.00. If I do not receive a check payable to me as attorney for the Grimmings in the amount of \$22,470.00 within ten (10) days from the date of this letter, suit will be filed.

Sincerely,

James A. Naddeo

JAN/jlr

cc: Mr. and Mrs. Robert Grimminger

Enclosure

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

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs,

v.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and
DAVID B. SNYDER,
an individual,
Defendants.

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No. 02 - - CD

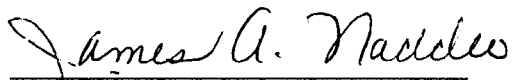
CERTIFICATE OF SERVICE

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

First-Class Mail, Postage Prepaid

James Welker
RD1
Woodland, PA 16881

John Welker
RD1
Woodland, PA 16881


James A. Naddeo, Esquire
Attorney for Plaintiffs

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 ACTION – LAW

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

No. 03-959-CD

Type of Pleading:

Praecipe for Appearance

Filed on behalf of:
James Welker and John Welker,
Defendants

Counsel of Record for
This party:

Wayne A. Kablack, Esquire
Supreme Court ID #25818

834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

FILED

AUG 11 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.


**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

No. 03-959-CD

PRAECIPE FOR APPEARANCE

TO: PROTHONOTARY

Kindly enter the appearance of Wayne A. Kablack, Esquire, of Simpson Kablack & Bell,
on behalf of the Defendants, James Welker and John Welker, in the above captioned matter.



Wayne A. Kablack, Esquire
Simpson, Kablack and Bell
834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

DATE: August 8, 2003

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,

vs.

JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.

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No. 03-959-CD

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Praecipe for Appearance filed at the above term and number was served upon the individuals listed below by first class United States mail, postage prepaid at Indiana, Pennsylvania, this ____ day of August, 2003.

James A. Naddeo, Esquire
211-1/2 East Locust Street
Clearfield, PA 16830

Mr. David B. Snyder
R.R. #3, Box 331
Reynoldsville, PA 15851



Wayne A. Kablack, Esquire
Simpson, Kablack, & Bell
834 Philadelphia Street, Suite 200
Indiana, Pa. 15701
(724) 465-5559

In The Court of Common Pleas of Clearfield County, Pennsylvania

GRIMMINGER, ROBERT H. & EMILY M.

VS.

WELKER, JAMES, IND. AI

Sheriff Docket # 14248

03-959-CD

COMPLAINT

SHERIFF RETURNS

NOW JULY 10, 2003 AT 11:25 AM SERVED THE WITHIN COMPLAINT ON JOHN WELKER, IND., DEFENDANT AT RESIDENCE, RD#1, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN WELKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW JULY 10, 2003 AT 11:25 AM SERVED THE WITHIN COMPLAINT ON JAMES WELKER, DEFENDANT AT RESIDENCE, RD#1, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES WELKER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: DAVIS/MORGILLO

NOW JULY 1, 2003, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DAVID B. SNYDER, DEFENDANT.

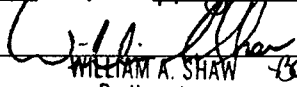
NOW JULY 16, 2003 SERVED THE WITHIN COMPLAINT ON DAVID B. SNYDER, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

Return Costs


Cost	Description
43.80	SHERIFF HAWKINS PAID BY: ATTY CK# 15171
30.00	SURCHARGE PAID BY: ATTY CK# 15172
57.20	JEFFERSON COUNTY SHFF. PAID BY: ATTY.

Sworn to Before Me This

14th Day Of August 2003


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

So Answers,


Chester A. Hawkins
Sheriff

FILED
013:14
AUG 14 2003

William A. Shaw
Prothonotary/Clerk of Courts

No. 03-959-C.D.

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 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

day of

By

22nd

2003

My Commission Expires The
First Monday January, 2006

So Answers,

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

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

No. 03-959-C.D.

Type of Pleading:

**DEFENDANT'S ANSWER
AND NEW MATTER**

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. Straw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

ANSWER TO COMPLAINT AND
NEW MATTER PURSUANT TO
Pa.R.C.P. 2252(d)

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

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

5. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 5 of Plaintiff's Complaint. Therefore, said averments are denied.

6. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 6 of Plaintiff's Complaint. Therefore, said averments are denied.

COUNT I

Robert H. Grimminger and Emily M. Grimminger, Plaintiffs v. James Welker and John Welker, Defendants.

7. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 7 of Plaintiff's Complaint. Therefore, said averments are denied.

8. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 8 of Plaintiff's Complaint. Therefore, said averments are denied.

9. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 9 of Plaintiff's Complaint. Therefore, said averments are denied.

10. Denied. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 10 of Plaintiff's Complaint. Therefore, said averments are denied.

11. After reasonable investigation, Defendant, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in

Paragraph 11 of Plaintiff's Complaint. Therefore, said averments are denied.

WHEREFORE, Defendant, DAVID B. SNYDER, respectfully requests this Honorable Court to dismiss Plaintiff's Complaint.

COUNT II

Robert H. Grimminger and Emily M. Grimminger, Plaintiffs, v. James Welker and John Welker, Defendants.

12. Paragraph 12 of Plaintiff's Complaint requires no response.

13. Denied. After reasonable investigation, 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. Denied. After reasonable investigation, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 14 of Plaintiff's Complaint. Therefore, said averments are denied.

15. Denied. After reasonable investigation, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 15 of Plaintiff's Complaint. Therefore, said averments are denied.

16. Denied. After reasonable investigation, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 16 of Plaintiff's Complaint. Therefore, said averments are denied.

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

COUNT III

Robert H. Grimminger and Emily M. Grimminger, Plaintiffs, v. David B. Snyder, Defendant.

17. Paragraph 17 of Plaintiff's Complaint requires no response.

18. Denied. After reasonable investigation, David B. Snyder, is unable to determine the truth or falsity of the averments set forth in Paragraph 18 of Plaintiff's Complaint. Therefore, said averments are denied.

19. Admitted and denied. Upon information and belief, it is admitted that Plaintiff, Robert H. Grimminger, confronted persons removing timber from what he believed to be his lands. It is specifically denied, however, that said timber was removed at the express direction and insistence of Defendant, David B. Snyder.

20. Admitted.

21. Denied. It is denied that Defendant Welker and the remaining unidentified persons that allegedly removed the timber from Plaintiff's property were acting as agents, servants, employees or contractors for Defendant, David B. Snyder. Rather, said persons were acting with the express direction of James R. Swatsworth, trading and doing business as Swatsworth Logging Company ("Swatsworth").

22. Admitted and denied. It is admitted that the letter dated May 5, 2003, and attached to Plaintiff's Complaint as Exhibit "B" makes demands upon the Defendant, David B. Snyder. It is denied, however, that such demand represents the reasonable value of the

timber allegedly removed from Plaintiff's property. It is further denied that Defendant, David B. Snyder, received said letter.

23. Denied. It is denied that the reasonable value of the timber allegedly removed from Plaintiff's land is \$7,490.00.

24. Admitted.

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

COUNT IV

Robert H. Grimminger and Emily M. Grimminger, Plaintiffs, v. David B. Snyder, Defendant.

25. Paragraph 25 of Plaintiff's Complaint requires no response.

26. Denied. It is specifically denied that David B. Snyder directed Defendant's Welker and other unidentified individuals to remove timber from Plaintiff's property. It is further denied that Defendant, David B. Snyder, in any way acted willfully or maliciously toward Plaintiffs.

27. Admitted and denied. It is admitted that Plaintiffs claim damages from Defendant, David B. Snyder, as provided by 42 Pa.C.S.A. Section 8311(a), et seq. It is denied, however, that Plaintiffs are entitled to such damages.

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

**NEW MATTER PURSUANT
TO PA.R.C.P. 2252(d)**

**Robert H. Grimminger and Emily M. Grimminger, Plaintiffs v.
James Welker, John Welker and David B. Snyder, Defendants,
and James Welker and John Welker, Additional Defendants.**

Defendant, David B. Snyder, asserts as new matter pursuant to Pa.R.C.P. 2252(d) and joins defendants James Welker and John Welker, both individuals, as Additional Defendants in this action on the following basis:

28. If Plaintiffs establish that they suffered injuries and damages as alleged in their Complaint, which allegations the Defendant, David B. Snyder, denies, said injuries and damages resulted solely by the actions of Additional Defendants, James Welker and John Welker, their servants, agents, workmen and/or employees by their acts and/or omissions in removing trees from lands of Plaintiffs.

29. As a result of the aforesaid actions and/or omissions, Additional Defendants, James Welker and John Welker are solely liable to Plaintiffs for any alleged injuries or damages they may have suffered.

30. If as a result of the matters alleged in Plaintiffs' Complaint, Defendant, David B. Snyder, is held liable to Plaintiffs, additional defendants are the party primarily liable for such damages, and are liable over to Defendant, David B. Snyder, by way of contribution and/or indemnification, for all such damages as he may be required to pay Plaintiffs.

31. In the alternative, if as a result of the matters alleged in Plaintiffs' Complaint, David B. Snyder, is held liable to Plaintiffs for all

or part of such injuries and damages that Plaintiffs may have sustained, Additional Defendants, James Welker and John Welker, are jointly and/or severally liable to Plaintiffs based upon the foregoing allegations for such injuries and damages and liable over to Defendant, David B. Snyder, by way of contribution for all such damages Defendant Snyder may be required to pay to Plaintiffs.

WHEREFORE, Defendants, David B. Snyder, demands:

(a) Judgment that, if there is any liability to Plaintiffs, Additional Defendants, James Welker and John Welker, are solely liable to Plaintiffs;

(b) In the event that a verdict is recovered by Plaintiffs against Defendant, David B. Snyder, that Defendant, David B. Snyder, may have judgment over and against Additional Defendants, James Welker and John Welker, by way of indemnification and/or contribution for the amount recovered by Plaintiffs against Defendant, David B. Snyder, together with costs.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

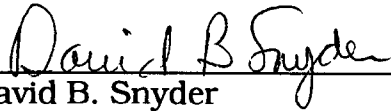


S. Casey Bowers
Attorney for David B. Snyder

VERIFICATION

I, DAVID B. SNYDER, verify that the statements in the foregoing ANSWER AND NEW MATTER 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 22nd day of August,
2003, I mailed a copy of the within Defendant's Answer and New
Matter 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

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

No. 03-959-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

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

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. Plaintiffs, ROBERT H. GRIMMINGER and EMILY M.
GRIMMINGER, husband and wife, reside at 604 Ogden 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 Defendants, JAMES WELKER, JOHN WELKER and DAVID B. SNYDER, by Complaint filed on June 30, 2003, at the above term and number. A true and correct copy of Plaintiff's Complaint is attached as Exhibit "A".

5. According to Plaintiff's Complaint, Defendants Welker along with other unidentified individuals removed timber from Plaintiff's lands without Plaintiff's permission. Plaintiffs further allege that Defendants Welker, along with unidentified individuals, removed said timber under the direction of David B. Snyder.

6. David B. Snyder denies the above allegations set forth in Plaintiff's Complaint.

7. On October 9, 2002, Defendant, David B. Snyder, and Swatsworth entered into an agreement for the sale of timber on lands adjacent to Plaintiff's Complaint. A true and correct copy of this Agreement is attached and marked as Exhibit "B". Under the terms of that Agreement, Swatsworth guaranteed title to timber subject to the Agreement.

8. Defendants Welker were commissioned by Defendant, David B. Snyder, to remove the timber subject to the Agreement referred to in Paragraph 7.

9. Swatsworth directed and supervised all timbering operations pursuant to this Agreement.

10. If it is judicially determined that Defendants Welker and other unidentified individuals did remove timber from Plaintiffs' lands, they did so under the express direction and supervision of Swatsworth.

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

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

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

(c) In the event that a verdict is recovered by Plaintiffs against Defendant, David B. Snyder, that Defendant, David B. Snyder, 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.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:

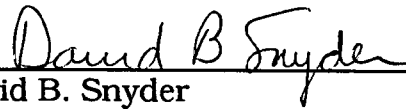


S. Casey Bowers
Attorney for David B. Snyder

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 22nd 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 Grimmings

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.

David B. Snyder
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

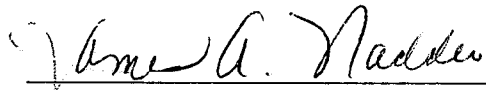
timbering activities upon the premises referred to in Paragraph 3 hereof.

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

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-G10-000-00012.

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.

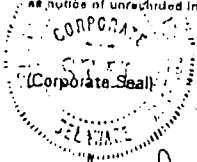
In the event the Grantor herein should, at any time in the future, wish to sell the gas, oil, and associated liquid or gaseous hydrocarbons in and under the above-described land together with existing wells, leases, and future production royalties, it shall give the first option to purchase the same 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, 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 REFRACATORIES 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

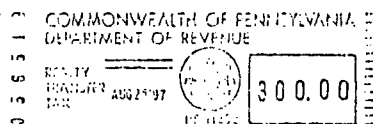
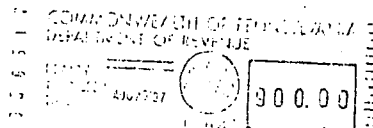
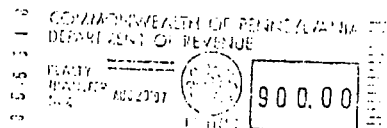


EXHIBIT "A"
DEED BOOK 389, PAGE 69

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 11:00 AM
 BY *Loren J. Funnell*
 FEES 23.50
 Karen L. Starck, Recorder

Notary, Clearfield County, Pennsylvania, 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 INDEBTOR 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 "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 *Kare* 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 9TH 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.

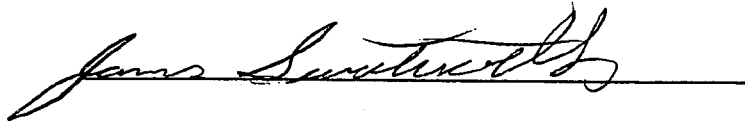
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- ***PAYMENT:***

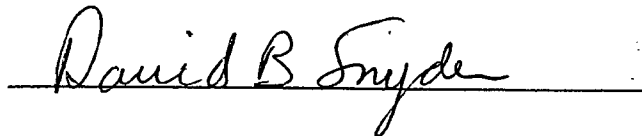
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

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

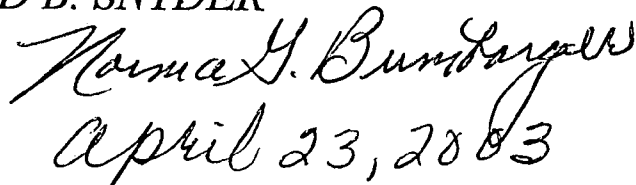
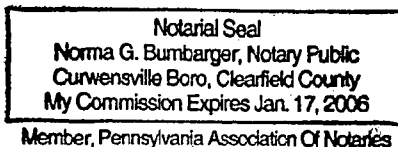
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



JAMES R. SWATSWORTH



DAVID B. SNYDER



April 23, 2003

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,

vs.

JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.

No. 03-959-CD

Type of Pleading:

ANSWER AND NEW MATTER
AND NEW MATTER PURSUANT
TO RULE 2252(d)

Filed on behalf of:
James Welker and John Welker,
Defendants

Counsel of Record for
This party:

Wayne A. Kablack, Esquire
Supreme Court ID #25818

834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

FILED

AUG 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,


vs.

JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.

No. 03-959-CD

NOTICE TO PLEAD

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE WITHIN NEW MATTER WITHIN
TWENTY DAYS FROM THE SERVICE HEREOF OR A DEFAULT JUDGMENT MAY BE
ENTERED AGAINST YOU.



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

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

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No. 03-959-CD

ANSWER

AND NOW, comes the defendants, James Welker and John Welker by and through their attorney, Wayne A. Kablack, Esquire and Simpson, Kablack & Bell and files the following response to the Plaintiffs' Complaint.

1-5. Admitted.

6. Denied. The property in question was not clearly posted and the No Trespassing signs only appeared after the timbering operations had been completed.

7. Denied. After reasonable investigation these defendants are without sufficient knowledge or information concerning the allegations contained therein and strict proof thereof is demanded at trial. These defendants did notify the plaintiff, Robert H. Grimminger, before the logging operations had taken place since all neighboring land owners had been notified before the logging operations took place.

8. Admitted in part and denied in part. After reasonable investigation these defendants are without sufficient knowledge or information concerning when in time the plaintiff, Robert Grimminger, appeared after being notified and therefore, strict proof thereof is demanded at trial. It is admitted that Robert H. Grimminger, the plaintiff herein, did appear while the defendants were on the premises conducting operations.

9. Admitted.

10. Denied. After reasonable investigation, the defendants are without sufficient knowledge or information concerning the fair market value of the timber and strict proof thereof is demanded at trial.

11. Admitted.

WHEREFORE, the defendants, James Welker and John Welker, pray this Honorable Court dismiss the plaintiff's Complaint.

12. Paragraphs 1 through 11 of the Answer are incorporated herein by reference as though set forth fully herein.

13. Admitted.

14. Denied. At no pertinent times, were there any No Trespassing signs located on the property and, in fact, those signs only appeared after the cutting had taken place.

15. Denied. After reasonable investigation, the defendants are without sufficient knowledge or information concerning the allegations contained therein and strict proof thereof is demanded at trial.

16. Denied. The conduct of these defendants was neither willful nor malicious. At all pertinent times, they had acted in a proper manner.

WHEREFORE, the defendants pray this Honorable Court dismiss the plaintiffs' Complaint.

17. Paragraphs 1 through 16 of the Answer are incorporated herein by reference as though set forth fully herein.

18-24. These allegations are directed to the other defendant, David B. Snyder, and these defendants have no obligation to respond to these allegations.

25-27. These allegations are directed to the other defendant, David B. Snyder, and these defendants have no obligation to respond to these allegations.

NEW MATTER

28. Paragraphs 1 through 27 of the Answer and New Matter are incorporated herein by reference as though set forth fully herein.

29. Prior to beginning any operations, these defendants notified all land owners including the plaintiffs of their intention to log on the premises. The plaintiffs did not want to come to the property to look at it at that time.

30. At no pertinent time where there any No Trespassing signs posted in the area where the timbering took place.

31. No Trespassing signs appeared after the timbering had already been completed.

32. These defendants were acting at the direction of the defendant, David B. Snyder, who advised them that he owned the property and told them where the lines were located.

33. All cutting took place within the lines described by the defendant, David B. Snyder.

WHEREFORE, these defendants pray this Honorable Court dismiss the plaintiffs' Complaint or, in the alternative, it if is determined there is any liability, that liability is on the part of the defendant, David B. Snyder.

NEW MATTER PURSUANT TO RULE 2252(d)

34. Paragraphs 1 through 33 are incorporated herein by reference as though set forth fully herein.

35. At all pertinent times, these defendants acted in a prudent manner, having notified all land owners and having questioned the defendant, David B. Snyder, regarding the location of the property to be timbered and the property lines.

36. These defendants were advised by David B. Snyder where the property was to be timbered and that the property belonged to him or was under a lease to him to remove the timber.

37. If any timber was removed improperly, this would be as a result of the conduct of David B. Snyder and he is solely liable for any such losses.

38. If it is judicially determined that these defendants had any liability in this matter, then defendant, David B. Snyder is liable over to these defendants on the theory of contribution and indemnification.

39. In the event that these defendants are liable to the plaintiffs, then the defendant, David B. Snyder is jointly liable with them over to the plaintiffs.

WHEREFORE, the defendants pray this Honorable Court determine that these defendants have no liability to the plaintiffs, and that the defendant, David B. Snyder is solely liable for any losses suffered by the plaintiffs. In the event that it is determined that these defendants have any liability to the plaintiffs, then the defendant, David B. Snyder is jointly and severally liable or is liable over to them on the theory of contribution or indemnification.

Respectfully submitted,



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

VERIFICATION

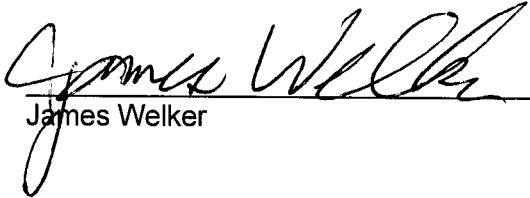
I verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


John Welker

Date: 8/20/13

VERIFICATION

I verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 p.c. Section 4904, relating to unsworn falsification to authorities.


James Welker

Date: 8-20-03

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 03-959-CD

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband
and wife,
Plaintiffs

vs.

JAMES WEIKER, an individual, and
JOHN WEIKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants

ANSWER AND NEW MATTER AND
NEW MATTER PURSUANT TO
RULE 2252(d)

FILED

NO

11:23 AM
AUG 28 2003

ce
N
DET

William A. Shaw
Prothonotary/Clerk of Courts

SIMPSON, KABLACK & BELL
ATTORNEYS AT LAW
834 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

No. 03-959-CD

Type of Pleading:

Certificate of Service

Filed on behalf of:
James Welker and John Welker,
Defendants

Counsel of Record for
This party:

Wayne A. Kablack, Esquire
Supreme Court ID #25818

834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

FILED

AUG 28 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

No. 03-959-CD

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Answer and New Matter and New Matter Pursuant to Rule 2252(d) filed at the above term and number was served upon the individuals listed below by first class United States mail, postage prepaid at Indiana, Pennsylvania, this 26th day of August, 2003.

James A. Naddeo, Esquire
211-1/2 East Locust Street
Clearfield, PA 16830

Mr. David B. Snyder
R.R. #3, Box 331
Reynoldsville, PA 15851



Wayne A. Kablack, Esquire
Simpson, Kablack, & Bell
834 Philadelphia Street, Suite 200
Indiana, Pa. 15701
(724) 465-5559

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

No. 03-959-CD

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband
and wife,
Plaintiffs

vs.

JAMES WEIKER, an individual, and
JOHN WEIKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants

CERTIFICATE OF SERVICE

FILED

M/11-23/03
AUG 28 2003

no
ce
dts

William A. Shaw
Prothonotary/Clerk of Courts

SIMPSON, KARLACK & BELL
ATTORNEYS AT LAW
834 PHILADELPHIA STREET
INDIANA, PENNSYLVANIA 15701

~~Handwritten signature~~

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v. *

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v. *

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.
5. Admitted.
6. No answer required.

7. Admitted in so far as it states that the parties entered into an agreement dated October 9, 2002. In further answer thereto, it is alleged that said agreement speaks for itself.


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

9. Denied. On the contrary, it is alleged that Additional Defendant James R. Swatsworth supervised only those timber operations for which he was personally responsible and that the original Defendant David B. Snyder employed, hired or otherwise contracted with other persons to remove timber from the Plaintiff's property. In further answer thereto, it is alleged that the contractors employed, hired, commissioned or otherwise contracted by original Defendant David B. Snyder were at all times under the supervision, direction and control of original Defendant David B. Snyder.

10. Denied. In further answer thereto, Additional Defendant James R. Swatsworth incorporates his answer to Paragraph 9 of original Defendant David B. Snyder's Complaint by reference.

WHEREFORE, Additional Defendant James R. Swatsworth respectfully requests that the Complaint of original Defendant David B. Snyder be dismissed.

Respectfully submitted,



Chris A. Pentz, Esquire
Attorney for Additional Defendant

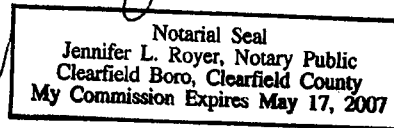
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD)

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.

Penney L. Rye



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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v. *

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v. *

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

CERTIFICATE OF SERVICE

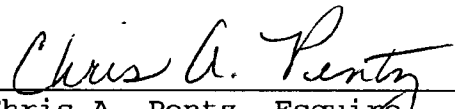
I, Chris A. Pentz, Esquire, do hereby certify that a true and certified copy of Answer to Complaint to Join Additional Defendant filed in the above-captioned action was served on the following persons and in the following manner on the 5th day of September, 2003:

First-Class Mail, Postage Prepaid

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

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 552
CLEARFIELD, PENNSYLVANIA 16830

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

No. 03-959-C.D.

Type of Pleading:

**RELY TO DEFENDANTS
WELKER'S NEW MATTER**

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

SEP 15 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

**DEFENDANT'S REPLY TO DEFENDANTS
WELKER'S NEW MATTER AND NEW MATTER
PURSUANT TO RULE 2252(d)**

AND NOW, comes the Defendant, DAVID B. SNYDER, by and
through his attorneys, HANAK, GUIDO AND TALADAY, who files this
Reply to Defendants Welker's New Matter, and in support thereof
avers the following:

New Matter

28. Paragraph 28 of Defendants Welker's New Matter requires
no response.

29. Admitted on information and belief.

30. Admitted on information and belief.

31. Admitted on information and belief.

32. Denied. It is denied that Defendants Welker were acting at the direction of David B. Snyder when they cut timber from the land of Plaintiffs. It is further denied that Defendant, David B. Snyder, made any representations as to location and boundary lines or ownership for the property in question. To the contrary, Defendants Welker acted under the direction of James R. Swatsworth, t/d/b/a Swatsworth Logging Co. ("Swatsworth"). Defendants Welker relied on representations of Swatsworth as to location of boundary lines of the property in question.

33. Denied. It is denied as set forth in Paragraph 32 herein.

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

New Matter Pursuant to Rule 2252(d)

34. Paragraph 34 of Defendants Welker's New Matter requires no response.

35. Denied. It is denied that Defendants Welker questioned Defendant, David B. Snyder, regarding the location of the property to be timbered or location of property lines.

36. Denied. It is denied that Defendant, David B. Snyder, advised Defendants Welker as to where the property was to be timbered or that the property belonged to him or was under a lease to him to remove the timber.

37. Denied. It is denied that any improperly removed timber was removed as a result of the conduct of David B. Snyder. It is further

denied that the Defendant, David B. Snyder, is solely liable for the improper removal of timber. To the contrary, any improper removal of timber was the result of actions or omissions by Defendants Welker and/or Swatsworth.

38. Denied. Paragraph 38 of Defendants Welker's New Matter sets forth conclusions of law. Therefore, no response is required. To the extent a response is required, said allegations are denied.

WHEREFORE, Defendant, David B. Snyder, requests this Honorable Court to determine that he has no liability to Plaintiffs, and that Defendants Welker are wholly liable for any losses suffered by Plaintiffs. In the event that it is determined that Defendant, David B. Snyder, is at all liable to Plaintiff, Defendants Welker are jointly and severally liable over to him on the theory of contribution or indemnification.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:



S. Casey Bowers
Attorney for David B. Snyder

CERTIFICATE OF SERVICE

I do hereby certify that on the 12th day of Sept., 2003, I mailed a copy of the within Defendant's Reply to Defendants Welker's New Matter and New Matter Pursuant to Rule 2252(d) by first class mail, postage prepaid, to:

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

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

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

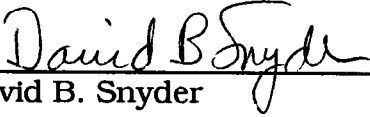


S. Casey Bowers

VERIFICATION

I, DAVID B. SNYDER, verify that the statements in the foregoing Reply to New Mater 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

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and	*	
EMILY M. GRIMMINGER,	*	
husband and wife,	*	
Plaintiffs,	*	
	*	
v.	*	No. 03 - 959 - CD
	*	
JAMES WELKER, an individual,	*	
and JOHN WELKER, an	*	
individual, and	*	
DAVID B. SNYDER,	*	
an individual,	*	
Defendants.	*	

ANSWER TO DEFENDANTS WELKER'S NEW MATTER

NOW COME the Plaintiffs, Robert H. Grimminger and Emily M. Grimminger, and by their attorney, James A. Naddeo, Esquire, set forth the following:

28. No answer required.

29. Denied. On the contrary it is alleged that Plaintiff neither knew nor had any contact with the Defendants, James Welker and John Welker, prior to Friday, January 31, 2003, when Plaintiff, Robert H. Grimminger, was informed by an adjoining landowner that unidentified individuals were cutting timber from the Plaintiffs' property.

30. Denied. On the contrary it is alleged that Plaintiffs' property was prominently posted with no trespassing signs on January 31, 2003. In further answer thereto, it is

alleged that said signs had been posted since 1998 up to and including the present.

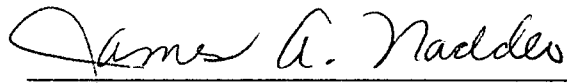
31. Denied and in answer thereto Plaintiffs incorporate their answer to Paragraph 30 of Defendants Welker's New Matter by reference and make it a part hereof.

32. Denied. After reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of said averment.

33. Denied. After reasonable investigation Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Plaintiffs demand judgment as set forth in their Complaint.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

SS.

COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared ROBERT H. GRIMMINGER, 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.

Robert H. Grimmer
Robert H. Grimmer

SWORN and SUBSCRIBED before me this 16th 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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v.

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants. *

CERTIFICATE OF SERVICE


I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Answer to Defendants Welker's New Matter filed in the above-captioned action was served on the following persons and in the following manner on the 17th day of September, 2003:

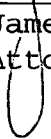
First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 Plaintiffs


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

GRIMMINGER, ROBERT H. & EMILY M.

Sheriff Docket # 14465

VS.

03-959-CD

WELKER, JAMES, JOHN WELKER and DAVID B. SNYDER -VS- SWATSWO

COMPLAINT TO JOIN ADDITIONAL DEFENDANT

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 12904
10.00	SURCHARGE PAID BY: ATTY CK# 12902

Sworn to Before Me This

26th Day Of Sept 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
Chester A. Hawkins
Sheriff

FILED

0 12:22 PM

SEP 26 2003

William A. Shaw
Prothonotary

2 CRUT TO HTR

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v. *

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v. *

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

CERTIFICATE OF SERVICE

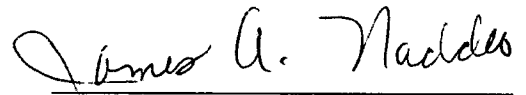
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of David B. Snyder in the above-captioned action was served on the following persons and in the following manner on the 1st day of October, 2003:


First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 Plaintiffs


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

William L. Shaw
Prothonotary/
Clerk of Courts

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v.

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v.

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

CERTIFICATE OF SERVICE

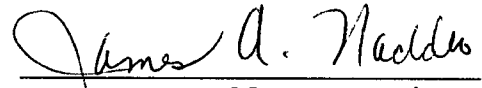
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of James R. Swatsworth in the above-captioned action was served on the following persons and in the following manner on the 15th day of October, 2003:

First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 Plaintiffs

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 DIVISION

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs,

v.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and
DAVID B. SNYDER,
an individual,
Defendants,

v.

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

No. 03 - 959 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiffs

Counsel of Record for
This party:

James A. Naddeo, Esq.
Pa I.D. 06820

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

FILED

OCT 01 2003

0/3:30/4
William A. S.

Prothonotary/Clerk of Courts

no c.f.m.

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

OCT 01 2003

Attest.

Prothonotary/
Clerk of Courts

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v.

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v.

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

CERTIFICATE OF SERVICE

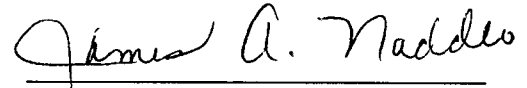
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition of James Welker and John Welker in the above-captioned action was served on the following persons and in the following manner on the 1st day of October, 2003:

First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 Plaintiffs

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

No. 03-959-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

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to ATT

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

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^d day of October, 2003, I mailed
an original and two copies of Defendant, David B. Snyder's
Interrogatories Directed to Plaintiffs, Robert H. Grimminger and Emily
M. Grimminger 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

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

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

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

No. 03-959-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

OCT 08 2003

ma/11:21/11
William A. Shaw

Prothonotary/Clerk of Courts

1 Cent to Hrr

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

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:

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

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 Defendants Welker and Additional Defendant Swatsworth. The said consents are attached hereto and marked as Exhibits "A", "B" and "C", respectively. Kindly note that said counsel have also consented to the amendment of Defendant David B. Snyder's claim to join James R. Swatsworth, t/d/b/a Swatsworth Logging Co., to allow Defendant Snyder to attach the proper pleading to the Complaint.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:



S. Casey Bowers
Attorney for David B. Snyder

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

CONSENT

The undersigned consents to the amendment of Defendant,
David B. Snyder's Complaint to Join James R. Swatsworth, t/d/b/a
Swatsworth Logging Co. to allow Defendant, David B. Snyder, to attach
the proper pleading to this Complaint.

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

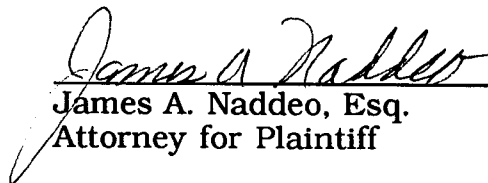
vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

vs.

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

CONSENT

The undersigned consents to the amendment of Defendant,
David B. Snyder's Complaint to Join James R. Swatsworth, t/d/b/a
Swatsworth Logging Co. to allow Defendant, David B. Snyder, to attach
the proper pleading to this Complaint.

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

vs.

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

A handwritten signature in black ink, appearing to read 'Wayne A. Kablack', is positioned above a horizontal line.

Wayne A. Kablack, Esq.
Attorney for Defendants Welker

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

CONSENT

The undersigned consents to the amendment of Defendant,
David B. Snyder's Complaint to Join James R. Swatsworth, t/d/b/a
Swatsworth Logging Co. to allow Defendant, David B. Snyder, to attach
the proper pleading to this Complaint.

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs


vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

A handwritten signature in black ink, appearing to read "Chris A. Pentz", written over a horizontal line.

Chris A. Pentz, Esq.
Attorney for Additional Defendant

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

No. 03-959-C.D.

Type of Pleading:

**AMENDED 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

OCT 08 2003

William A. Shaw

Prothonotary/Clerk of Courts

3 Cmt to Artz

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
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SNYDER, an individual,
Defendants

vs.

JAMES R. SWATSWORTH, t/d/b/a
SWATSWORTH LOGGING
CO.,
Additional 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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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 Courthouse
Second & Market Streets
Clearfield, PA 16830
(814) 765-2641 Ext. 1303

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

**AMENDED 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
Amended Complaint to Join Additional Defendant Pursuant to Pa.R.C.P.
2252, and in support thereof avers the following:

1. Plaintiffs, ROBERT H. GRIMMINGER and EMILY M.
GRIMMINGER, husband and wife, reside at 604 Ogden 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 Defendants, JAMES WELKER, JOHN WELKER and DAVID B. SNYDER, by Complaint filed on June 30, 2003, at the above term and number. A true and correct copy of Plaintiff's Complaint is attached as Exhibit "A".

5. According to Plaintiff's Complaint, Defendants Welker along with other unidentified individuals removed timber from Plaintiff's lands without Plaintiff's permission. Plaintiffs further allege that Defendants Welker, along with unidentified individuals, removed said timber under the direction of David B. Snyder.

6. David B. Snyder denies the above allegations set forth in Plaintiff's Complaint.

7. On October 9, 2002, Defendant, David B. Snyder, and Swatsworth entered into an agreement for the sale of timber on lands adjacent to Plaintiff's Complaint. A true and correct copy of this Agreement is attached and marked as Exhibit "B". Under the terms of that Agreement, Swatsworth guaranteed title to timber subject to the Agreement.

8. Defendants Welker were commissioned by Defendant, David B. Snyder, to remove the timber subject to the Agreement referred to in Paragraph 7.

9. Swatsworth directed and supervised all timbering operations pursuant to this Agreement.

10. If it is judicially determined that Defendants Welker and other unidentified individuals did remove timber from Plaintiffs' lands, they did so under the express direction and supervision of Swatsworth.

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

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

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

(c) In the event that a verdict is recovered by Plaintiffs against Defendant, David B. Snyder, that Defendant, David B. Snyder, 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.

Respectfully submitted,

HANAK, GUIDO AND TALADAY, by:



S. Casey Bowers
Attorney for David B. Snyder

VERIFICATION

I, S. CASEY BOWERS, hereby verify that the statements contained in the foregoing AMENDED COMPLAINT are correct to the best of my personal knowledge or information and belief.

At the time of the signing of this Verification, Defendant was out of the jurisdiction and unavailable. The undersigned has sufficient knowledge to sign this Verification as I am counsel for Defendant and possess a detailed knowledge of the case.

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.

A handwritten signature in cursive script, appearing to read "S. Casey Bowers".

S. Casey Bowers
Attorney for Defendant
David B. Snyder

CERTIFICATE OF SERVICE

I do hereby certify that on the 7th day of October,
2003, I mailed a copy of the within Amended 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 Grimmings

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

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



S. Casey Bowers

EXHIBIT "A"

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

ROBERT H. GRIMMINGER and	*		
EMILY M. GRIMMINGER,	*		
husband and wife,	*		
Plaintiffs,	*		
	*		
v.	*	No. 02 -	- CD
	*		
JAMES WELKER, an individual,	*		
and JOHN WELKER, an	*		
individual, and	*		
DAVID B. SNYDER,	*		
an individual,	*		
Defendants.	*		

NOTICE

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs,

v.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and
DAVID B. SNYDER,
an individual,
Defendants.

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No. 02 -

- CD

COMPLAINT

NOW COME the Plaintiffs, Robert H. Grimminger and Emily M. Grimminger, and by their attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiffs are Robert H. Grimminger and Emily M. Grimminger, husband and wife, who reside at 604 Ogden Avenue, Clearfield, Pennsylvania 16830.

2. That the Defendant, James Welker, is an adult individual who resides at R. D. 1, Woodland, Pennsylvania 16881.

3. That the Defendant, John Welker, is an adult individual, who resides at R. D. 1, Woodland, Pennsylvania 16881.

4. That the Defendant, David B. Snyder, is an adult individual who resides at R. R. 3, Box 331, Reynoldsville, Pennsylvania 15851.

5. That at all times referred to herein, Plaintiffs were the owners of a piece or parcel of land located in Penn Township, Clearfield County, Pennsylvania, more particularly described in the Deed attached hereto as Exhibit "A".

6. That at all times referred to herein, the premises described in Paragraph 5 hereof was clearly posted with no trespassing signs.

COUNT I

Robert H. Grimminger and Emily M. Grimminger v.
James Welker and John Welker

7. That on or about Friday, January 31, 2003, the Plaintiff, Robert H. Grimminger, was contacted by an adjoining landowner and informed that unidentified individuals were cutting timber from the premises described in Paragraph 5 hereof.

8. That Plaintiff, Robert H. Grimminger, immediately proceeded to the property described in Paragraph 5 hereof at which time he discovered the Defendants, James Welker and John Welker, and four to six additional unidentified persons cutting and removing timber from the said property.

9. That Plaintiff, Robert H. Grimminger, directed the Defendants Welker and the remaining crew members to cease and

desist from any further cutting or removal of trees from the Grimminger property.

10. That the fair market value of the timber removed from Plaintiffs' property by Defendants Welker was Seven Thousand Four Hundred Ninety (\$7,490.00) Dollars.

11. That Plaintiffs have made demand upon Defendants to reimburse them for the value of the timber removed from their property but the Defendants have failed to do so.

WHEREFORE, Plaintiffs demand judgment from the Defendants Welker in the amount of Seven Thousand Four Hundred Ninety (\$7,490.00) Dollars. Jury Trial Demanded.

Count II

Robert H. Grimminger and Emily M. Grimminger v.
James Welker and John Welker

12. That the Plaintiffs incorporate the allegations contained in Paragraphs 1 through 11 of this Complaint by reference and makes them a part hereof.

13. That Defendants, Welker, removed timber from Plaintiffs' property as described in Paragraph 5 hereof without Plaintiffs' consent.

14. That Plaintiffs' property was at all times clearly marked with no trespassing signs.

15. That as a direct result of Defendants' conduct, Plaintiffs have or will be required to incur the costs of a timber survey and/or engineering survey of their premises.

16. That the conduct of the Defendants Welker was willful and malicious as defined by 42 Pa. C.S.A. 8311(a) et seq.

WHEREFORE, Plaintiffs claim damage from the Defendants Welker in the amount of \$7,490.00 as provided by 42 Pa. C.S.A. 8311(a) et seq. Jury Trial Demanded.

Count III

Robert H. Grimmering and Emily M. Grimmering v.
David B. Snyder

17. That the Plaintiffs incorporate the allegations contained in Paragraphs 1 through 16 of their Complaint by reference and makes them a part hereof.

18. That the Plaintiff, Robert H. Grimmering, discovered that someone was unilaterally removing timber from Plaintiffs' property on or about January 31, 2002.

19. That when Plaintiff, Robert H. Grimmering, confronted the persons removing said timber, Plaintiff, Robert H. Grimmering, was informed that said timber was being removed at the express direction and insistence of the Defendant, David B. Snyder.

20. That the Defendant, David B. Snyder, had no agreement or permission from Plaintiffs to remove timber from Plaintiffs' property.

21. That Plaintiffs believe and therefore aver that Defendants Welker and the remaining unidentified persons that removed timber from Plaintiffs' property were acting as either agents, servants, employees or contractors for the Defendant, David B. Snyder.

22. That by letter dated May 5, 2003, Plaintiffs made demand upon Defendant, David B. Snyder, to pay them for the reasonable value of the timber removed from their property.. A copy of said letter is attached hereto as Exhibit "B".

23. That the reasonable value of the said timber was \$7,490.00.

24. That the said Defendant, David B. Snyder, has failed or refused to reimburse Plaintiffs as demanded.

WHEREFORE, Plaintiffs claim damage against the Defendant, David B. Snyder, in the amount of \$7,490.00. Jury Trial Demanded.

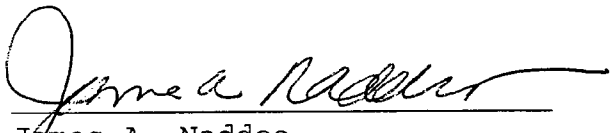
Count IV
Robert H. Grimminger and Emily M. Grimminger v.
David B. Snyder

25. That the Plaintiffs incorporate the allegations contained in Paragraphs 1 through 24 of this Complaint by reference and make them a part hereof.

26. That the conduct of the Defendant, David B. Snyder, in directing the Defendants Welker and other unidentified individuals to remove timber from Plaintiffs' property was willful, malicious and without authority from the Plaintiff landowners.

27. That Plaintiffs claim damage from the Defendant, David B. Snyder, as provided by 42 Pa. C.S.A.(a) et seq.

WHEREFORE, Plaintiffs claim damage from the Defendant, David B. Snyder, in the amount of \$7,490.00 with damages as provided by 42 Pa. C.S.A. 8311(a) et seq. Jury Trial Demanded.


James A. Naddeo
Attorney for Plaintiffs

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

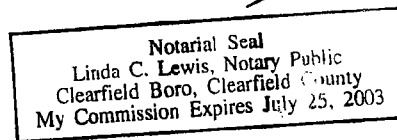
Before me, the undersigned officer, personally appeared ROBERT GRIMMINGER and EMILY GRIMMINGER, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of their knowledge, information and belief.

Robert H. Grimminger
Robert Grimminger

Emily Grimmerger

SWORN and SUBSCRIBED before me this 23rd day of June, 2003.

Linda Lewis



QUIT CLAIM DEED
By a Corporation

MADE the 27th day of March, 19 95,

BETWEEN INDRESCO Inc.

a corporation organized and existing under the laws of Delaware having its principal place of business at 2121 San Jacinto Street, Dallas, Texas 75201 (hereinafter called "party of the first part")

AND

Robert H. Grimminger & Emily M. Grimminger, his wife
604 Ogden Avenue
Clearfield, PA 16830 (hereinafter called "parties of the second part")

Witnesseth, That the said party of the first part, for and in consideration of the sum of Four Thousand and no/100 (\$4,000.00)..... Dollars, lawful money of the United States of America, unto it in hand paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, and quit-claimed, and by these presents does remise, release, and quit-claim unto the said parties of the second part, and to their heirs, successors and assigns, forever,

All its interest in the surface only of that certain land situate in Penn Township, County of Clearfield, Commonwealth of Pennsylvania described as follows:

All the undivided one-third interest in and to all that certain tract of land situate in Penn Township, beginning at a hemlock, northwest corner and being the corner now or formerly of Elisha Fenton homestead; thence South eighty-six degrees East, one hundred eighteen and eight-tenth perches and by line now or formerly of Lewis Woods to corner; thence North four degrees East, along line of same, twenty perches to post; thence along land now or formerly of Cyrus Woods and J. Bilger South eighty-six degrees East, one hundred and seventy-three perches to chestnut corner; thence along land now or formerly of Jacob Bilger South twenty-five degrees East, one hundred and fifty-one perches to post corner; thence along land now or formerly of Bilger and Reed and the Myrter farm North eighty-six degrees West, three hundred and sixty-six and three-tenth perches to post corner now or formerly of Fenton homestead; thence North four degrees East, along said homestead, one hundred and nine perches to place of beginning.

EXCEPTING from the above tract portions of the surface thereof heretofore conveyed by A. C. Hopkins, E. A. Irvin and Hugh M. Irvin, by the following deeds:

Deed from A. C. Hopkins and E. A. Irvin to John C. Guiher, dated January 4, 1904 and recorded at Clearfield in Deed Book No. 138 page 493, conveying tract of land in Penn Township, containing 50 acres and 122 perches, more or less, and known as Lot No. 2 in the subdivision of the Fenton and Spencer tracts as surveyed and subdivided by Thomas W. Moore.

Deed from A. C. Hopkins and E. A. Irvin to John C. Guiher, dated January 8, 1904 and recorded at Clearfield in Deed Book No. 147 page 153, conveying tract of land in Penn Township, containing 51 acres and 15 perches, more or less, being known as Lot No. 1 in the subdivision of the Fenton and Spencer tracts.

Deed from A. C. Hopkins, Hugh M. Irvin and Elizabeth G. Irvin to Franklin Walburn and Elizabeth Walburn, dated April 16, 1909 and recorded at Clearfield in Deed Book No. 172 page 477, conveying certain tract of land in Penn Township containing 52 acres, more or less, and known as Lot No. 3 in the subdivision of the Fenton and Spencer tracts.

Deed from A. C. Hopkins and Hugh M. Irvin, Attorney-in-Fact for E. A. Irvin, to Job Spencer, dated February 25, 1902 and recorded at Clearfield in Deed Book No. 122 page 331, conveying tract of land in Penn Township, containing 49½ acres, more or less, and being known as Lot No. 4 in the subdivision of a certain tract of land conveyed by Abraham Spencer.

EXCEPTING AND RESERVING unto the party of the first part, its successors and assigns, all party of the first part's interests in all gas, oil and associated hydrocarbons, and the right to extract the gas, oil and associated hydrocarbons at such time and in such manner as the party of the first part, its successors, assigns or lessees may determine as necessary.

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

UNDER AND SUBJECT TO all reservations, exceptions, covenants, easements and restrictions, encroachments previously imposed and appearing of record or observable by an inspection of the premises.

BEING the 6th described land interest conveyed in that certain Deed made the 18th day of September, 1928, between Hugh M. Irvin and Harbison-Walker Mining Company entered of Record in Clearfield County at Deed book No. 289, page 522, on September 21, 1928.

AND ALSO BEING the SIXTH tract conveyed in that certain Deed of November 29, 1947 between Harbison-Walker Mining Company and Harbison-Walker Refractories Company recorded in the Clearfield County Recorder's Office in Deed Book Vol. 389, page 69, on December 9, 1947.

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 at page 215; the above parcel being a part of the same premises conveyed in the Deed from Dresser Industries, Inc. to INDRESCO Inc. dated July 31, 1992, as part of Tract 064, and recorded in the Records Office, Clearfield County, Pennsylvania in Deed Book 1514, at page 532.

with the appurtenances: To Have and To Hold the same to and for the use of the said party of the second part, their heirs, successors and assigns forever.

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 set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

This Quit Claim Deed is made under and by virtue of a Resolution of the Board of Directors of the party of the first part duly passed at a regular meeting thereof, held on the 20th day of May A.D. 1992, a full quorum being present, authorizing and directing the same to be done.



IN WITNESS WHEREOF, The said party of the first part 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 Secretary. Dated the day and year first above written.

ATTEST:

Steve Barnett
Secretary

INDRESCO Inc.

By *W. H. Schaud*
Vice-President

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS/ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS OR ATTEST:

James A. Nelder Robert H. Gumminger

Commonwealth of Pennsylvania

SS:

County of Allegheny

On this 27th day of March, A.D. 1995, before me, Loretta M. Gottschling, the undersigned officer, personally appeared W. G. Sekeras, who acknowledged ~~he~~ himself to be the Vice President of INDRESCO Inc., a corporation, and that ~~she~~ he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by ~~he~~ himself as Vice President

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



Loretta M. Gottschling
Title of Officer

Notarial Seal
Loretta M. Gottschling, Notary Public
Pittsburgh, Allegheny County
My Commission Expires March 20, 1999
Member, Pennsylvania Association of Notaries

JAMES A. NADDEO

ATTORNEY AT LAW
211½ EAST LOCUST STREET
MARINO BUILDING
P.O. BOX 552

CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE
(814) 765-1601
TELECOPIER
(814) 765-8142

ASSOCIATE
LINDA C. LEWIS

May 5, 2003

Mr. David Snyder
RR3 Box 331
Reynoldsville, PA 15851

Re: Grimmering Property/Penn Township
Clearfield County, Pennsylvania

Dear Mr. Snyder:

I represent Mr. and Mrs. Robert Grimmering who are the owners of a tract of land located in Penn Township, Clearfield County, Pennsylvania. My clients acquired title to this property from INDRESCO Inc. by Quit Claim Deed dated March 27, 1995, and recorded in the Recorder's Office of Clearfield County in Volume 1667, Page 346.

On Friday, January 31, 2003, Mr. Grimmering was notified by an adjoining landowner that someone was removing trees from his property. Mr. Grimmering immediately proceeded to the property and discovered a tree cutting crew consisting of 6 to 8 people. These individuals were in the process of cutting and removing timber from his land, the boundaries of which were clearly marked with "No Trespassing" signs. The persons in charge of the crew were John and James Welker of Woodland, Pennsylvania. The Welkers informed my client that they had been instructed to remove the timber from his property by you.

Mr. Grimmering initially consulted me concerning this incident on February 7, 2003. At that point I advised him to have a timber survey performed. I also recommended that he contact you directly to attempt to resolve this matter. I am enclosing a survey report prepared by Darrell E. Wilson. Mr. Wilson concludes that the total value of the standing timber removed by your employees/agents from the Grimmering property was \$7,490.00. It is my opinion that the egregious nature of the trespass committed by the Welkers would entitle the Grimmerings to punitive damages as provided by Statute. Please consider this letter to be a demand for the immediate payment of

Mr. David Snyder
May 5, 2003
Page 2

\$22,470.00. If I do not receive a check payable to me as attorney for the Grimmings in the amount of \$22,470.00 within ten (10) days from the date of this letter, suit will be filed.

Sincerely,

James A. Naddeo

JAN/jlr

cc: Mr. and Mrs. Robert Grimminger

Enclosure

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

TIMBER AGREEMENT

THIS AGREEMENT, made and entered into this 9TH 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.

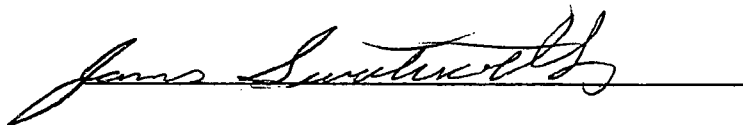
David B. Snyder holds the right to all logs with a diameter of nine (9) inches and up.

- ***PAYMENT:***

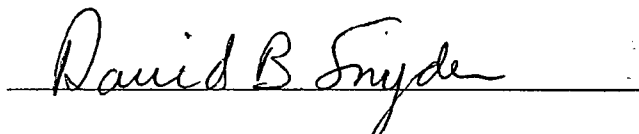
Down payment of \$40,000 and twenty-six(26) weekly payments, twenty-five at \$4,000 and the last payment being \$5,000.

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

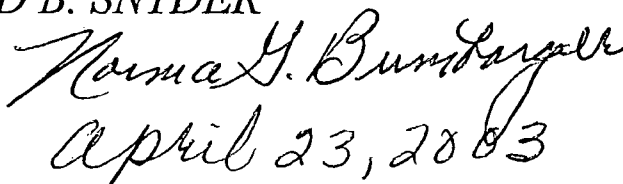
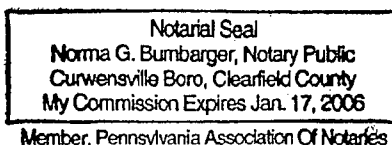
J.R.S. guarantee's title to the timber and will defend such at his own cost, if necessary.



JAMES R. SWATSWORTH



DAVID B. SNYDER



April 23, 2003

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

vs

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

vs

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

Type of Case: Civil

Type of Pleading: Certificate
of Service

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

FILED

OCT 24 2003

William A. Shaw
Prothonotary/Clerk of Courts

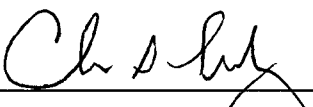
CERTIFICATE OF SERVICE

I do hereby certify that on the 24 day of
Oct., 2003, I mailed a copy of the within Answer to
Amended Complaint to Join Additional Defendant by first class
mail, postage prepaid, to:

James A. Naddeo, Esquire
211 ½ East Locust Street
Clearfield PA 16830
Attorney for Grimmingers

Wayne A. Kablack, Esquire
834 Philadelphia Street
Indiana PA 15
Attorney for Defendants Welkers

S. Casey Bowers, Esquire
P. O. Box 487
DuBois PA 15801
Attorney for Defendant Snyder



Chris A. Pentz

CHRIS A. PENTZ

ATTORNEY AT LAW

211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife
Plaintiffs

vs

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

VS

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

ANSWER TO AMENDED COMPLAINT TO JOIN ADDITIONAL
DEFENDANT PURSUANT TO Pa.R.C.P.2252

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted.
4. Paragraph 4 is admitted.
5. Paragraph 5 is admitted.
6. Paragraph 6 is denied. After reasonable investigation the Additional Defendant Swatsworth is without sufficient knowledge or information to form a belief as to the averment.
7. Paragraph 7 is admitted.
8. Paragraph 8 is denied. After reasonable investigation the Additional Defendant Swatsworth is without sufficient knowledge or information to form a belief as to the averment.

9. Paragraph 9 is denied. Additional Defendant Swatsworth was not directing and supervising all timber operations. Additional Defendant Swatsworth was limited to a group of approximately four (4) individuals working on a section of the timbering operation in question.

10. Paragraph 10 is denied. Additional Defendant Swatsworth was never directing or supervising during the timbering operations which occurred on Plaintiffs' land.

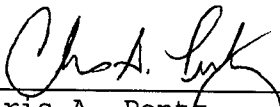
WHEREFORE, Additional Defendant Swatsworth respectfully requests:

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

(b) Judgment that, if there is any liability to Plaintiffs, Additional Defendant Swatsworth is not liable to the Plaintiffs;

(c) In the event that a verdict is recovered by Plaintiffs against Defendant, David B. Snyder, that Defendant, David B. Snyder, not have a judgment over and against Additional Defendant Swatsworth by way of indemnification and/or contributions for the amount recovered by Plaintiffs against Defendant David B. Snyder.

Respectfully submitted this 24 day of October, 2003.




Chris A. Pentz
Attorney for James R. Swatsworth

VERIFICATION

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

10/22/03
Date


James R. Swatsworth

CHRIS A. PENTZ

ATTORNEY AT LAW

211 1/2 EAST LOCUST ST. P.O. BOX 552
CLEARFIELD, PENNSYLVANIA 16830

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

vs.

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

No. 03-959-CD

Type of Pleading:

**REPLY TO THE DEFENDANT
DAVID B. SNYDER'S NEW
MATTER PURSUANT TO
RULE 2252(d)**

Filed on behalf of:
James Welker and John Welker,
Defendants

Counsel of Record for
This party:

Wayne A. Kablack, Esquire
Supreme Court ID #25818

834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

FILED

OCT 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

damages were caused by James Welker or John Welker since, at all pertinent times, they were acting on the instructions of the defendant, David B. Snyder. All work performed by them was done in a good and workmanlike manner.

30. Denied. These defendants are not liable to the plaintiffs nor are they liable to the defendant, David B. Snyder on any theory including liability over, contribution, and/or indemnification. In fact, the defendant, David B. Snyder is liable over to these defendants on the plaintiffs' cause of action and are liable to these defendants on the base of contribution and indemnification if it is judicially determined these defendants have any liability to the plaintiffs action.

31. Denied. These defendants are not responsible for any damages claimed by the plaintiffs on any theory. If these defendants are found liable on any basis to the plaintiffs on the plaintiffs' claim, the defendant, David B. Snyder is jointly and severally liable to them and is responsible for contribution indemnification for such damages as these defendants may be required to pay to the plaintiffs.

WHEREFORE, the defendants pray this Honorable Court dismiss the joinder because the defendants, James Welker and John Welker, who have been joined as additional defendants have no liability in this matter. If it is judicially determined that there is liability, then the defendant David B. Snyder is jointly and severally liable with them or liable over to them, they are entitled to indemnification or contribution from the defendant, David B. Snyder.

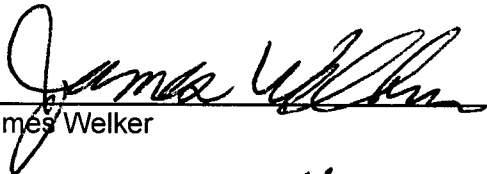
Respectfully submitted,

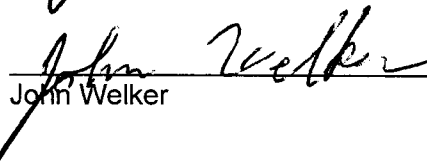


Wayne A. Kablack, Esquire
Simpson, Kablack & Bell
834 Philadelphia Street
Indiana, PA 15701

VERIFICATION

We verify that to the best of my knowledge, information and belief, that the statements made in the foregoing Answers to New Matter are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.


James Welker


John Welker

Date: Sept. 12, 03

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

vs.

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

No. 03-959-CD

Type of Pleading:

Certificate of Service

Filed on behalf of:
James Welker and John Welker,
Defendants

Counsel of Record for
This party:

Wayne A. Kablack, Esquire
Supreme Court ID #25818

834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

FILED

OCT 27 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,

vs.

No. 03-959-CD

JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.

vs.

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Reply to the Defendant David B. Snyder's New Matter Pursuant to Rule 2252(d) filed at the above term and number was served upon the individuals listed below by first class United States mail, postage prepaid at Indiana, Pennsylvania, this 24th day of October, 2003.

James A. Naddeo, Esquire
211-1/2 East Locust Street
Clearfield, PA 16830

S. Casey Bowers, Esquire
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

Chris A. Pentz, Esquire
211-1/2 East Locust Street
P.O. Box 552
Clearfield, PA 16830



Wayne A. Kablack, Esquire
Simpson, Kablack, & Bell
834 Philadelphia Street, Suite 200
Indiana, Pa. 15701
(724) 465-5559

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

ROBERT H. GRIMMINGER and	*	
EMILY M. GRIMMINGER,	*	
husband and wife,	*	
Plaintiffs,	*	
	*	
v.	*	No. 03 - 959 - CD
	*	
JAMES WELKER, an individual,	*	
and JOHN WELKER, an	*	
individual, and	*	
DAVID B. SNYDER,	*	
an individual,	*	
Defendants,	*	
	*	
v.	*	
	*	
JAMES R. SWATSWORTH, t/d/b/a	*	
SWATSWORTH LOGGING CO.,	*	
Additional Defendant.	*	

CERTIFICATE OF SERVICE

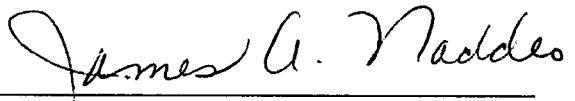
I, James A. Naddeo, Esquire, do hereby certify that true and correct copies of Answers to Defendants Snyder's Interrogatories and Answer to Defendant Snyder's Request for Production of Documents in the above-captioned action were served on the following persons and in the following manner on the 31st day of October, 2003:

First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 Plaintiffs

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

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v.

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v.

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

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.

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 Plaintiffs

Date: November 17, 2003

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v. *

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v. *

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

CERTIFICATE OF SERVICE

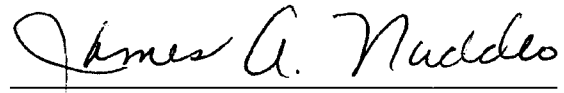
I, James A. Naddeo, Esquire, do hereby certify that a
true and correct copy of Praeceptum to List for Trial filed in the
above-captioned action was served on the following persons and in
the following manner on the 17th day of November, 2003:

First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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 Plaintiffs

upstream zero 001

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

LA

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

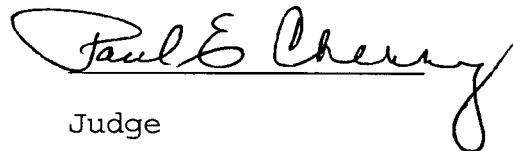
ROBERT H. GRIMMINGER and :
EMILY M. GRIMMINGER :
VS. : NO. 03-959-CD
JAMES WELKER, JOHN WELKER and :
DAVID B. SNYDER :
VS. :
JAMES R. SWATSWORTH, t/d/b/a :
SWATSWORTH LOGGING COMPANY :

JAN 08 2004
William A. S. J.
Prothonotary Clerk of Courts

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

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

vs.

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

No. 03-959-CD

Type of Pleading:

Certificate of Service

Filed on behalf of:
James Welker and John Welker,
Defendants

Counsel of Record for
This party:

Wayne A. Kablack, Esquire
Supreme Court ID #25818

834 Philadelphia Street, Suite 200
Indiana, PA 15701
(724) 465-5559

JUN 12 2004

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

vs.

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

No. 03-959-CD

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Pre-Trial Statement filed at the above term and number was served upon the individuals listed below by first class United States mail, postage prepaid at Indiana, Pennsylvania, this 9 day of January, 2004.

James A. Naddeo, Esquire
211-1/2 East Locust Street
Clearfield, PA 16830

S. Casey Bowers, Esquire
Hanak, Guido & Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801

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



Wayne A. Kablack, Esquire
Simpson, Kablack, & Bell
834 Philadelphia Street, Suite 200
Indiana, Pa. 15701
(724) 465-5559

FEB 27 2004

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband
and wife,

Plaintiffs

-vs-

JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,

Defendants

-vs-

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

Defendant

: No. 03-959 C.D.
:
: Type of Case: Civil Action
:
: Type of Pleading: Praecipe
: for Discontinuance
:
: Filed on Behalf of:
: Defendant Snyder
:
: Counsel of Record for This
: Party:
: S. Casey Bowers, Esq.
: Supreme Court No. 89032
: Hanak, Guido and Taladay
: 487 Jeffers Street
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

FILED

MAR 03 2004

William A. Chaw
Prothonotary

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband
and wife,

Plaintiffs

-vs-

JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants

-vs-

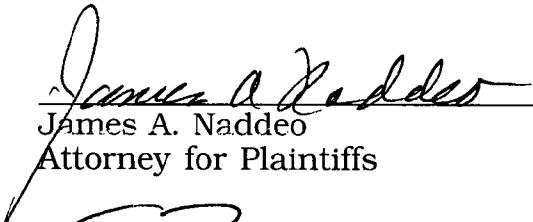
JAMES R. SWATSWORTH, t/d/b/a
SWATSWORTH LOGGING CO.,
Defendant

No. 03-959 C.D.

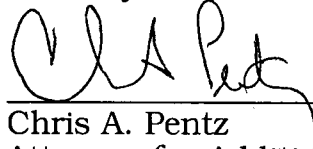
PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Kindly mark the above referenced matter settled and
discontinued.


James A. Naddeo
Attorney for Plaintiffs


S. Casey Bowers
Attorney for Defendant Snyder


Chris A. Pentz
Attorney for Additional Defendant

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

CIVIL DIVISION

**Robert H. Grimminger
Emily M. Grimminger**

Vs.

No. 2003-00959-CD

**James Welker
John Welker
David B. Snyder
James R. Swatsworth
Swatsworth Logging Co.**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on March 3, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$248.69 have been paid in full by Attorney.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 3rd day of March A.D. 2004.

William A. Shaw, Prothonotary

211 1/2 E. Locust Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

that unidentified individuals were cutting timber on the Plaintiffs' property. Mr. Grimminger immediately proceeded to the scene where he confronted the Defendants, John and James Welker, and four to six unidentified persons cutting and removing trees from his land. The boundary of the Grimminger property was clearly marked. Plaintiffs had also posted "No Trespassing" signs.

Plaintiffs discovered that David B. Snyder has purchased a contract to remove trees from property owned by Rishel Enterprises, Inc. The Rishel property was in the general proximity of the land owned by Plaintiffs but was not contiguous thereto. The Defendants Welker represented to Plaintiff, Robert H. Grimminger, that they had been instructed to remove trees from the Grimminger property by the Defendant, David B. Snyder.

Additional Defendant, James R. Swatsworth, specifically informed Defendant, David B. Snyder, that the Grimminger property was not part of the property owned by Rishel Enterprises, Inc. Swatsworth took Defendant Snyder to the corner of the Rishel property and specifically pointed out the Grimminger boundary. Snyder was fully aware that he was sending the Welkers onto property where Snyder had not purchased the timber.

II. Exhibits.

A. Assessment maps used during the depositions of the parties. Copies not attached. All parties are in possession of these maps or have access to them.

B. Photographs taken by Plaintiff, Robert H. Grimminger. See attached.

C. Expert report of Darrell E. Wilson dated April 29, 2003. See attached.

D. Bill for services - Darrell E. Wilson. See attached.

III. Witnesses.

A. Robert H. Grimminger, 604 Ogden Avenue, Clearfield, PA 16830 - damage/liability.

B. Emily M. Grimminger, 604 Ogden Avenue, Clearfield, PA 16830 - damage/liability.

C. Robert F. Grimminger, RD3 Box 6, Clearfield, PA 16830 - damage/liability.

D. James R. Swatsworth, Curwensville, PA 16833 - damage/liability.

E. Rodney Swatsworth, Curwensville, PA 16833 - damage/liability.

F. James Rishel, 1229 Turnpike Avenue, Clearfield, PA 16830 - damage/liability.

G. Clayton Maines - damage/liability.

H. Darrell E. Wilson, 1011 Winterset Road, Ebensburg,
PA 15931 - damage.

IV. Legal Theory.

Plaintiffs are seeking damage for conversion of their timber by the Defendants. In addition to any other civil remedies which Plaintiffs may have, Plaintiffs invoke 42 Pa.C.S.A. §8311. The foregoing statute authorizes Plaintiffs 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. Plaintiffs are 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 Plaintiffs 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 \$22,470.00 less the sum of \$1,600.00 or \$20,870.00.

VI. Extraordinary Evidentiary Problems.

None

VII. Stipulations.

A. Defendants removed timber from Plaintiffs' property.

B. Market value of the timber as determined by Darrell E. Wilson.

C. Amount received by Plaintiffs for the sale of timber cut by Defendants and left on Plaintiffs' property.

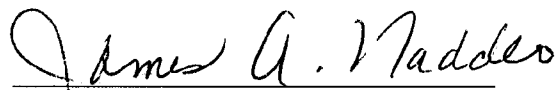
VIII. Special Points for Charge.

None

IX. Estimated Time for Trial.

One to two (1-2) days.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Plaintiff

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

ROBERT H. GRIMMINGER and *
EMILY M. GRIMMINGER, *
husband and wife, *
Plaintiffs, *

v. *

No. 03 - 959 - CD

JAMES WELKER, an individual, *
and JOHN WELKER, an *
individual, and *
DAVID B. SNYDER, *
an individual, *
Defendants, *

v. *

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 Plaintiffs' Pre-Trial Statement filed in the above-captioned action was served on the following persons and in the following manner on the 15th day of January, 2004:

First-Class Mail, Postage Prepaid

Wayne A. Kablack, Esquire
SIMPSON, KABLACK & BELL
834 Philadelphia Street
Indiana, PA 15701

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

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 Plaintiffs

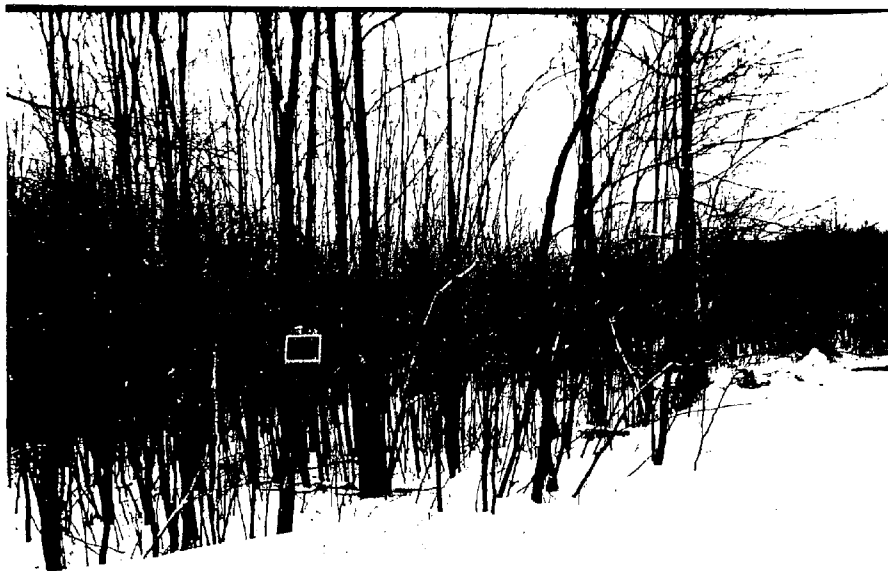
A handwritten mark, possibly a stylized "U" or a checkmark, located below the printed name of the attorney.















"We are Bearish on Timber"

Darrell E. Wilson

Consulting Forester

1011 Winterset Road -- Ebensburg, PA 15931 -- (814) 472-5557

April 29, 2003

Mr. Robert Grimminger
604 Ogden Avenue
Clearfield, PA 16830

Re: Timber Trespass Appraisal & Report
on trespass on property belonging
to Robert Grimminger situated in
Penn Township, Clearfield County,
Pennsylvania

Dear Bob:

Per our meeting on your property and several subsequent telephone conversations, here is my report on my evaluation of the merchantable timber that was cut and largely removed from your property as referenced above by an unauthorized logging operation (trespass) by loggers employed by David Snyder of Reynoldsville.

The boundary lines on your property, particularly along the adjoining Welder property which is between your property and the Fishel property on which David Snyder was legally operating, were and are well identified by paint marks, old fence and blazes on trees along the line as well as corner markers.

In addition, it appears that most or all of the trespassed timber was landed on a gas well site that was clearly identified as belonging to you, and around which you had placed no trespassing signs.

All of the trespassed timber, with the exception of an estimated 3,589 board feet of sawtimber (logs) that were left on the above mentioned gas well site when you had discovered the trespass, had already been removed (transported) from your property via a gas well road that runs from your property to and through the Fishel property.

At your request, I have arranged for the sale (salvage) of the remaining trespassed estimated 3,589 board feet of sawtimber logs to Roy Miller Lumber Company of Mahaffey, R.D. for the sum of \$1,600.00. Even though these logs have been salvaged (sold), I've included a breakdown in this report to document the estimated volume and value of the same as further damages beyond the sum (face value) already paid by Roy Miller Lumber Company may be appropriate as you did not wish to have any trees cut or sold on your property.

My evaluation was accomplished by an on-site cruise of both the cut

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Timber Management -- Sales -- Appraisals -- Inventories -- Investments
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trees (stump diameters by species and, when possible, the distance of the stumps from corresponding tops of cut trees) and the standing adjacent trees (average tree heights by diameters and species and tree taper from stump height to diameter at breast height, or DBH, by species). The above described measurements apply only to the more valuable sawtimber size trees. However, in addition, a number of lesser value poletimber size trees (having value value as firewood and/or pulpwood) were also tallied and included in this evaluation. All of the sawtimber stumps and damaged or destroyed poletimber size trees were marked with blue tree marking paint as they were measured and tallied during the cruise of the trespass area.

The following figures are a summary of my estimate of the standing merchantable timber volumes and values lost by the trespass.

A. SAWTIMBER REMOVED BY TRESPASS (Excluding Log Pile Left On Site)

<u>Species</u>	<u>No. Trees</u>	<u>Avg. DBH (Inches)</u>	<u>Avg. Ht.-No. 16 Ft. Logs</u>	<u>Volume Board Feet</u>	<u>Stumpage Val./MBF</u>	<u>Total Stumpage Value</u>
White Oak	25	19	1.50	5,248	\$ 300	\$1,574
Red Maple	47	14	1.50	4,570	\$ 200	\$ 914
Red Oak	13	19	1.75	2,904	\$ 600	\$1,742
Sugar Maple	15	15	1.50	1,669	\$ 400	\$ 668
Chestnut Oak	8	15	1.50	835	\$ 200	\$ 167
Black Cherry	9	13.5	1.50	723	\$1,000	\$ 723
Aspen	7	14	1.75	709	\$ 50	\$ 35
Beech	1	17	1.50	146	\$ 100	\$ 15
Cucumber Tree	1	12	1.50	61	\$ 100	\$ 6
Totals/Avgs.	129	16	1.50	16,865	\$346.51	\$5,844.00

B. SAWTIMBER LEFT IN LOG PILE (On Gas Well Site)

<u>Species</u>	<u>No. Logs</u>	<u>Avg. Diameter (Sm. End-In.)</u>	<u>Avg. Length No. Feet</u>	<u>Volume Board Ft.</u>	<u>Value Per MBF</u>	<u>Total Value (\$)</u>
Red Maple	18	13	8	881	\$ 200	\$176
Black Cherry	18	12.5	8	722	\$1,000	\$722
Chestnut Oak	11	13	10	696	\$ 200	\$139
Red Oak	8	14	10	550	\$ 600	\$330
White Oak	11	12	8	456	\$ 300	\$137
Sugar Maple	5	11.5	8	175	\$ 400	\$ 70
Totals/Avgs.	71	13	8	3,480	\$452.30	\$1,574.00

C. POLETIMBER & TOPWOOD (PULPWOOD/FIREWOOD)

Poletimber - 25 Trees - Estimated 2 Cords
Topwood & Culls - 166 Trees - Estimated 10 Cords
Total - 12 Cords @ \$6.00/Cord - \$72.00

Page 3
Mr. Robert Grimminger

D. TOTAL STANDING TIMBER VALUE - \$7,490.00**

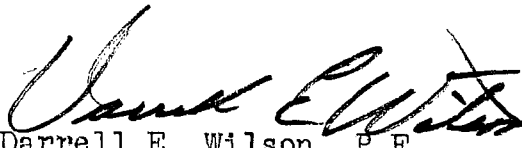
** Reflects face value stumpage prices, only. Most timber trespasses where willful trespass is involved normally involve punitive double or triple damage assessments or penalties.

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 10 inches in diameter at breast height (DBH) and larger for standing timber. The same rule was used (by log scale stick) to measure the cut logs at the average diameter inside the bark at the small end of each log for the cut logs left on the pile at the gas well site. The sawtimber volume calculated for the logs left on the site in the log pile was subtracted from the total volume calculated in the total stump cruise to determine the sawtimber volume that had already transported from the property as reflected in table A. SAWTIMBER REMOVED BY TRESPASS as shown above. Local volume tables were used to compute the poletimber volume of trees measuring between 9.9 and 6.00 inches at DBH as well as the tops of the sawtimber size trees (including 2 cull trees) or branches that have merchantable value as pulpwood and/or firewood.

The standing timber (stumpage) prices used in this report are as reflected by timber sales in the area in 2003. Other factors that were considered in the determination of timber prices are timber quality (grade), species, logging difficulty and distance to timber markets.

If you have any questions or need any additional assistance with this matter, please call me.

Sincerely,


Darrell E. Wilson, P.F.



"We are Bearish on Timber"

Darrell E. Wilson

Consulting Forester

1011 Winterset Road -- Ebensburg, PA 15931 -- (814) 472-5557

April 29, 2003

Mr. Robert Grimminger
604 Ogden Avenue
Clearfield, PA 16830

Re: Timber Trespass Appraisal & Report
on trespass on property belonging
to Robert Grimminger situated in
Penn Township, Clearfield County,
Pennsylvania

BILLING INVOICE

For professional forestry services rendered in
connection with the above referenced subject:

LABOR

Field Work -	1.5 Days
(Including Travel)	
Office Work-	1.0 Day
<u>Total -</u>	<u>2.5 Days @ \$200/Day - \$500.00</u>

EXPENSES

Vehicle - 180 Miles @ \$.30/Mile - \$54.00
(4 Wh. Drive, 2 Trips)
Telephone - No Charge
Tree Marking Paint & Flagging - No Charge

TOTAL BILLING****\$554.00

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Timber Management -- Sales -- Appraisals -- Inventories -- Investments
Professional Forester -- Member, Society of American Foresters



JAMES A. 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

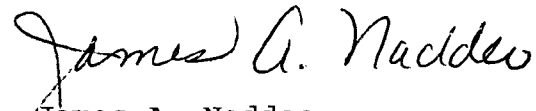
Marcy Kelley, Deputy Court Adm.
Office of Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Re: Grimmer vs. Welker, et al.
No. 02-959-CD

Dear Ms. Kelley:

Enclosed is Plaintiffs' 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.)
Wayne A. Kablack, Esquire (w/ enc.)
Chris A. Pentz, Esquire (w/ enc.)

RECEIVED

JAN 15 2004

**COURT ADMINISTRATOR'S
OFFICE**

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

No. 03-959-C.D.

Type of Pleading:

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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,

Plaintiffs

vs.

No. 03-959-C.D.

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,

Defendants

vs.

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

Additional Defendant

DEFENDANT, DAVID B. SNYDER,
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 the
land of Plaintiffs, ROBERT H. GRIMMINGER and EMILY M.
GRIMMINGER. Said lands are situate in Penn Township, Clearfield
County.

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 cut and remove all species of trees "12 inches and up chest high" from the lands of Rishel situate in Pike and Penn Townships, Clearfield County, Pennsylvania. As per the terms of this agreement, timber was to be removed from the following areas "all acreage south of Route 879. And all acreage north of Route 879 that is west of Bigler Run and Fenton Run."

Plaintiffs' land is adjacent to the Rishel property. Both properties were formerly owned by INDRESCO (a successor in interest of Harbeson Walker Mining Co.).

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 following lands situated in Pike and Penn Townships, Clearfield County, Pennsylvania: "All acreage south of Route 879 [and] all acreage north of Route 879 that is west of Bigler Run and Fenton Run." Swatsworth guaranteed title to all timber subject to the contract between Swatsworth and Defendant Snyder.

1

Before Defendant Snyder entered into the above agreement with Swatsworth, Swatsworth made representations to Defendant Snyder that the land subject to this suit (now known to be owned by Grimmings) was subject to the contract between Swatsworth and Defendant Snyder.

As per the above agreement, Defendant Snyder commissioned several contract loggers to remove timber subject to that agreement. Defendant Snyder also retained Swatsworth to supervise and direct the activities of the contract loggers.

Defendants, John Welker and James Welker, were contract loggers doing business as Crow Logging Company and were retained by Defendant Snyder. Defendants Welker asked Defendant Snyder if they could commence logging in an area in the northeast corner of the logging site (the area now known to be owned by Grimminger). Defendant Snyder directed Defendants Welker to contact both the adjacent landowners (Grimminger) and Swatsworth before commencing logging operations in that area.

On or about January 31, 2003, Grimmings discovered that Defendants Welker had cut and removed trees from their land. Grimmings ordered Welkers to stop all cutting and ordered them off the land.

As per the timber appraisal of Darryl E. Wilson commissioned by the Grimmings, the market value of the timber cut from the Grimmings' land is \$7,490.00. However, a number of logs left on the Grimmings' property were sold by the Grimmings for the

amount of \$1,574.00. As such, the Grimmings suffered a loss of \$5,844.00, plus the cost of Mr. Wilson's timber appraisal.

Defendant Snyder maintains that any loss suffered by the Grimmings is the direct result of the acts and/or omissions of Defendants Welker and Additional Defendant Swatsworth.

Grimmings are claiming treble damages as provided under 42 Pa.C.S.A. §8311(a). Defendant Snyder, however, maintains that he and Defendants Welker had a reasonable basis to believe that the Grimmer lands were subject to the timber agreement between Defendant Snyder and Swatsworth. As such, damages assessed to Defendant Snyder and Defendants Welker (if any) should be limited to the fair market value of the timber removed plus the cost of Mr. Wilson's timber appraisal.

II. Statement of Unusual Questions of Law.

None.

III. List of Witnesses.

- | | | |
|----|---|-----------------------|
| A. | James R. Swatsworth
R.D. #2, Box 145B
Curwensville, PA | Liability and damages |
| B. | Robert M. Grimmer
604 Ogden Avenue
Clearfield, PA 16830 | 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 reserves the right to call additional witnesses at the 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. Deposition testimony of:

- (1) James R. Swatsworth
- (2) Robert M. Grimmer
- (3) John Welker
- (4) James Welker

Defendant Snyder reserves the right to use exhibits listed on Plaintiff's, Welkers' and 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, Welkers or Swatsworth Pre-trial Statement.

IX. Proposed Stipulations.

Defendant Snyder is willing to stipulate that the parcel of land located in Penn Township, Clearfield County referred to in Paragraph 5 of Plaintiff's Complaint is owned by Plaintiff's.

Defendant Snyder would be willing to stipulate as to the fair market value of the timber cut and/or removed from Plaintiff's land.

X. Extraordinary Issues.

None.

XI. Estimated Length of Trial.

One and one-half (1-1/2) days.

Respectfully submitted,

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

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 Grimmings

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

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



S. Casey Bowers

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**COURT ADMINISTRATOR'S
OFFICE**

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

**ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER, husband and wife,
Plaintiffs,**

vs.

**JAMES WELKER, an individual, and
JOHN WELKER, an individual, and
DAVID B. SNYDER, an individual,
Defendants.**

vs.

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

No. 03-959-CD

PRE-TRIAL STATEMENT

AND NOW, come the defendants, James Welker and John Welker, by and through their attorney, Wayne A. Kablack, Esquire and Simpson, Kablack & Bell and files the following Pre-Trial Statement:

I. NARRATIVE STATEMENT OF FACTS

On or about January 31, 2003, standing timber was cut down and removed from property owned by Robert H. Grimminger and his wife, Emily M. Grimminger, in Penn Township, Clearfield County, Pennsylvania. The Grimmingers filed this civil action against James Welker, John Welker, and David B. Snyder, alleging that these individuals were responsible for the cutting and removal of the trees.

Rishel Enterprises, an adjacent landowner, had previously entered into a timber lease with David B. Snyder. Snyder was the owner of a lumber company, and had subcontracted various logging crews to timber the Rishel property.

James Welker and John Welker are owners of Crow Logging, which was one of the crews subcontracted by David B. Snyder to timber the Rishel property. It is alleged that the Welker crew cut down the trees on the Grimminger property. The Grimmingers' position is that

James Welker, John Welker, and David B. Snyder are jointly and severally liable for the cutting and removal of the trees.

It is the Welkers' position that during the negotiation of their timbering agreement with David B. Snyder, Snyder took them onto the property and showed them specific locations upon which the logging operations would take place. The Welkers defense is that Snyder took them onto the Grimminger property and later told them that they were to timber that specific area.

II. UNUSUAL QUESTIONS OF LAW

None.

III. WITNESSES

A. LIABILITY WITNESSES

1. James Welker
156 Woodland Road
Woodland, PA
2. John Welker
54 Root Hog Lane
Woodland, PA
3. David B. Snyder
Route 3 Box 331
Reynoldsville, PA
4. James Swatsworth
RD 2 Box 145 B
Curwensville, PA
5. Robert Grimminger
604 Ogden Avenue
Clearfield, PA

B. DAMAGE WITNESS

1. Darrell E. Wilson
1011 Winterset Road
Ebensburg, PA

IV. EXPERT REPORT

None.

V. DAMAGES

The value of the timber is estimated at \$7,490.00 by the Plaintiff's expert. However, the Plaintiff sold part of the timber for \$1,600.00. Therefore, the actual value of the timber loss is \$5,890.00.

VI. EXHIBITS

The Defendants, James Welker and John Welker, may use any of the following as Exhibits in the trial of this action:

1. Deposition testimony of David B. Snyder.
2. Deposition testimony of Robert Grimminger.
3. Deposition testimony of James Swatsworth.
4. Tax maps of Clearfield County.
5. All exhibits listed in the Pre-Trial Statements of Plaintiffs or Co-Defendant.
6. All exhibits produced or referred to during the course of discovery in this action.

VII. ESTIMATED TIME FOR TRIAL

This trial should last one to two days.

VIII. PROPOSED STIPULATIONS

None.

The Defendants, James Welker and John Welker, hereby reserve the right to amend or supplement this Pre-Trial Statement at any time prior to trial.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wayne A. Kablack', is written over a horizontal line.

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

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JAN 19 2004
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OFFICE

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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

ROBERT H. GRIMMINGER and
EMILY M. GRIMMINGER,
husband and wife,
Plaintiffs

VS

*
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*
*
No. 03-959-C.D.
*

JAMES WELKER, an individual,
and JOHN WELKER, an
individual, and DAVID B.
SNYDER, an individual,
Defendants

VS

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

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ADDITIONAL DEFENDANT'S PRETRIAL STATEMENT

I. Narrative Statement of the Case- The factual statement set forth in the Plaintiffs' 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 Plaintiffs' and Defendants' Pretrial Statements.

IV Medical Reports.

Not applicable.

V Expert Reports.

None.

VI Special Damages.

None.

VII Exhibits.

All exhibits as set forth in Plaintiffs' and Defendants' PreTrial Statements.

VIII Photographs, Plans or Plots.

All exhibits as set forth in Plaintiffs' and Defendants' 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 16830

①